



Franchise Disclosure Document



FRANCHISE DISCLOSURE DOCUMENT

Snap-on Tools Company LLC, a Delaware Limited Liability Company
2801 80th Street
Kenosha, Wisconsin, 53143
(262) 656-5200
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www.snapon.com

Snap-on Tools Company LLC (“Snap-on”) offers a license to operate a franchised retail mobile store selling high quality repair and diagnostic tools and equipment. Snap-on manufactures and/or distributes these tools and equipment to professional mechanics and other tool users in the automotive aftermarket and related businesses throughout the United States.

The total investment necessary to begin operation of a Snap-on Standard Franchise will range from \$150,614 to \$289,080 (See Item 7). This includes \$82,350 to \$148,770 that must be paid to Snap-on or an affiliate (See Item 5).

The total investment necessary to begin operation of a Snap-on Gateway Franchise will range from \$17,925 to \$83,941 (See Item 7). This includes \$5,480 to \$58,000 that must be paid to Snap-on or its affiliates (See Item 5).

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar-days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this 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 Franchise Administration at (262) 656-4615.

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-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C., 20580. You can also visit the FTC’s home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

This disclosure document is issued on February 18, 2011

The Effective Date for this disclosure document in your state is listed on Appendix K.

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 J for information about the franchisor 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 GOVERNING LAW OF THE FRANCHISE AGREEMENT IS THE LAW OF THE STATE WHERE YOUR SNAP-ON REGIONAL SALES OFFICE WILL BE LOCATED. THIS MAY BE DIFFERENT THAN THAT OF YOUR HOME STATE, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.

EVEN THOUGH THE FRANCHISE AGREEMENT PROVIDES THAT THE LAW OF THE STATE WHERE YOUR SNAP-ON REGIONAL SALES OFFICE WILL BE LOCATED APPLIES, LOCAL LAW MAY SUPERSEDE IT IN YOUR STATE. PLEASE REFER TO ANY STATE-SPECIFIC ADDENDUM THAT MAY BE ATTACHED TO THIS DISCLOSURE DOCUMENT FOR DETAILS.

2. THE FRANCHISE AGREEMENT REQUIRES MANDATORY ARBITRATION OF ALL CLAIMS IN THE JURISDICTION WHERE YOUR REGIONAL SALES OFFICE WILL BE LOCATED, AND THESE CLAIMS WILL BE GOVERNED EXCLUSIVELY BY THE FEDERAL ARBITRATION ACT. AT YOUR REQUEST THESE CLAIMS WILL BE ARBITRATED IN YOUR HOME STATE.

3. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

We use the services of one or more FRANCHISE BROKERS or referral sources to assist us in selling our franchise. 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.

This disclosure document is issued on February 18, 2011.

The Effective Date for this disclosure document in your state is listed on Appendix K.

DISCLOSURE FOR CONNECTICUT

The Gateway Franchise Program is not available to prospects who reside in Connecticut or whose List of Calls will contain stops in Connecticut.

For Use in Maine
DISCLOSURES REQUIRED BY MAINE LAW

The information contained in this disclosure document has not been verified by the State of Maine. The State has not reviewed and does not approve, recommend, endorse or sponsor any business opportunity. The disclosure document contains information which should be carefully read before agreeing to purchase a business opportunity.

NOTICE REQUIRED BY THE STATE OF MICHIGAN For Use in Michigan

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

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

- A. A prohibition of 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 provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.
- D. A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) The term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.
- E. A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
- F. A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
- 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:
 - 1. The failure of the proposed transferee to meet the franchisor's then-current reasonable qualifications or standards.
 - 2. The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.

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

4. 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.

Any questions regarding this Notice shall be directed to the Department of Attorney General, Consumer Protection Division, 670 Law Building, 525 West Ottawa Street, Lansing, Michigan, 48913, (517) 373-7117.

For Use in North Carolina
DISCLOSURES REQUIRED BY NORTH CAROLINA LAW

The State of North Carolina has not reviewed and does not approve, recommend, endorse or sponsor any business opportunity. The information contained in this disclosure has not been verified by the state. If you have any questions about this investment, see an attorney before you sign a contract or agreement.

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Addendum to the Snap-on Tools Company LLC Franchise Disclosure Document for the State of Indiana

Addendum to the Snap-on Tools Company LLC Franchise Disclosure Document for the State of Maine

Addendum to the Snap-on Tools Company LLC Franchise Disclosure Document for the State of Minnesota

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

The franchisor is Snap-on Tools Company LLC, a Delaware limited liability company whose principal business address is 2801 80th Street, Kenosha, Wisconsin, 53143. The franchisor will be referred to as “Snap-on”, “we”, “us” or “our” and we will refer to the person who buys the franchise as “you” throughout this disclosure document. If a corporation or limited liability company purchases the franchise, “you” includes the principal owner of the corporation or limited liability company. We intend to do business related to this offering under the names “Snap-on” and “Snap-on Tools.”

Our parent corporation is Snap-on Incorporated, a Delaware corporation, whose principal business address is 2801 80th Street, Kenosha, Wisconsin, 53143.

The names and principal business addresses of our affiliates which may provide you with products or services are:

Snap-on Credit LLC
 (“Snap-on Credit”)
 950 Technology Way
 Libertyville, Illinois, 60048

Wheeltronic, Division of Snap-on Tools Canada Ltd.
 (“Wheeltronic”)
 6500 Millcreek Drive
 Mississauga, Ontario
 Canada L5N 2W6

Snap-on SecureCorp, Inc.
 (“Snap-on SecureCorp”)
 2801 80th Street
 Kenosha, Wisconsin, 53143

Snap-on Equipment, Inc.
 (“Snap-on Equipment”)
 2801 80th Street
 Kenosha, Wisconsin, 53143

Our predecessors are Snap-on Incorporated and Snap-on Tools Company, a Wisconsin corporation, whose principal business address was 2801 80th Street, Kenosha, Wisconsin, 53143.

Our agents for service of process are disclosed on Appendix L.

The information presented is current as of the date of this disclosure document, but is subject to change.

Snap-on’s Business. In 1920, the Snap-on Wrench Company was formed in Milwaukee, Wisconsin to develop and market interchangeable sockets for various wrench handles in place of separate handles for each socket size. The company evolved through various entities and name changes to become Snap-on Incorporated, our predecessor and currently our sole member. During its first 25 years in business, Snap-on Incorporated sold its products through a sales staff employed by Snap-on Incorporated. Beginning in approximately 1945, these sales people became independent contract distributors, rather than employees, who purchased their inventory from Snap-on Incorporated and who were responsible for all costs of operating their business. Snap-on Incorporated distributed its products through independent distributors (“Independents”) for approximately 45 years, and then modified its Program to be a franchise in 1990.

Snap-on Tools Company, a Wisconsin corporation, became the franchisor in late 1995 and conducted and offered franchises for a business of the type which is the subject of this offering until December 2001. In December 2001, Snap-on Tools Company, a Wisconsin corporation, was merged into Snap-on, which continues to operate the same business. As used in this

disclosure document, information about the franchisor will include the period of time that Snap-on Tools Company, a Wisconsin corporation, was the franchisor.

We (directly and through our affiliates) offer a product line including a broad range of hand and power tools, tool storage, saws and cutting tools, pruning tools, vehicle service diagnostics equipment, vehicle service equipment, including wheel service, safety-testing and collision repair equipment, vehicle service information, business management systems, equipment repair services, and other tool and equipment solutions. Customers include automotive technicians, vehicle service centers, manufacturers, industrial tool and equipment users and those involved in commercial applications such as construction, electrical and agriculture. These products and services are distributed through sales personnel employed by us or Snap-on Incorporated and our affiliates, independent sales personnel, independent distributors, or, in the case of certain products and services which are **Products** (defined below), Snap-on franchisees and Independents.

We also conduct business through company mobile stores, which are operated similarly to the operation of the franchise we are offering to you. They service the same type of customers as you will service. As of January 1, 2011, our company mobile stores comprised approximately 6% of all Snap-on mobile stores. Snap-on may increase or reduce the number of company owned stores in the future. These stores pilot new sales and promotional ideas prior to introducing them to our franchisees and service customers in select new and open routes.

The Snap-on Program. We grant franchises of the types described in this disclosure document. The standard franchise (“Standard Franchise”) offering is for a 10-year license (in the case of a renewal franchise a five year license) to operate a Snap-on retail mobile store through a Snap-on Tools Standard Franchise Agreement (the “Standard Franchise Agreement”) between a franchisee (the “Standard Franchisee”) and Snap-on. We make available to our existing Standard Franchisees who qualify, the opportunity to purchase an additional franchise or add an additional van for an existing franchise (the “Expansion Program”). In addition, we offer a Gateway franchise (the “Gateway Franchise”), which affords a franchisee (the “Gateway Franchisee”) a license for two years to operate a Snap-on retail mobile store as a Snap-on franchisee (the “Gateway Franchise Agreement”). The term “Franchise Agreement” may be used to refer either to the Standard Franchise Agreement or the Gateway Franchise Agreement.

From 2001 through February, 2007, we offered a trial franchise (the “Trial Franchise”) which allowed the franchisee the opportunity to become familiar with the Snap-on Program through a license for a period ranging from one to three years depending on the time the franchise agreement was signed. The Trial Franchise was similar to the Gateway Franchise that we currently offer.

If you become a Gateway Franchisee, you will have the option at the end of the term to become a Standard Franchisee if you meet the requirements for conversion set forth in the Gateway Franchise Agreement. If you fail to meet all of these requirements, Snap-on, in its sole discretion, may elect to offer or not offer you the opportunity to become a Standard Franchisee. You should recognize that we may at any time change the terms of the Standard Franchise Agreement and the qualifications to become a Standard Franchisee. Therefore, at the time you desire to convert to a Standard Franchise Agreement, the terms that are applicable and the qualifications to become a Standard Franchisee may be significantly different from the terms described in this disclosure document.

The license under both the Standard Franchise Agreement and the Gateway Franchise Agreement grants you the right to purchase **Products**, which are defined to mean tools and equipment we manufacture and/or distribute to our franchisees and Independents at a discount from suggested retail prices. Our product line contains approximately 22,000 items that includes

more than 6,000 items that we purchase and then distribute to franchisees and Independents through our distribution centers. This license also grants you the right to resell the **Products** at prices of your choosing to customers at business locations or “stops” identified on an assigned List of Calls (“List of Calls”) attached to your Franchise Agreement (See Item 12.) While you will have the right to sell to customers at locations on the List of Calls, you do not have any property rights or ownership interest in the List of Calls or the customers at stops on the List of Calls.

In addition to the rights described above, you will have all the benefits of the Snap-on Program, which is a program for selling and servicing high quality tools and equipment (the “Snap-on Program”). The distinguishing features of the Snap-on Program, in addition to the **Products**, include: special confidential techniques for selling the **Products**; signs, emblems, trade names, trademarks and service marks; instructional materials and training courses; and either the Standard Franchise Operations Manual if you are a Standard Franchisee or the Gateway Franchise Operations Manual if you are a Gateway Franchisee and various other manuals we provide to you. These Manuals are sometimes referred to as the “Operations Manual” in this disclosure document. We may change, improve or develop these features of the Snap-on Program during the term of your Franchise Agreement. The valuable goodwill and favorable reputation of the Snap-on Program belongs to us, and while you will have the benefit of the goodwill and reputation during the time you are a franchisee, you will acquire no property rights or ownership interest in such goodwill or reputation, all of which at all times belong to us. The Standard Franchise Agreement and the Gateway Franchise Agreement are attached to this disclosure document as Appendix I.1.A. and Appendix I.1.B., respectively. If the franchisee is a corporation or limited liability company, you will be required to sign the Owner's Guaranty of Franchisee's Obligation attached to this disclosure document as Appendix I.1.C. You will also sign an Addendum to Standard Franchise Agreement to reflect differences in the program described in this disclosure document in the following situations: (i) you are exercising an option to renew under an expiring franchise agreement (“Renewal Franchise”), (ii) you are purchasing assets from an existing franchisee, which meets the transfer requirements of Snap-on (“Transfer Franchise”) other than as an existing Standard Franchisee adding an additional Standard Franchise, (iii) you are a Trial or Gateway Franchisee becoming a Standard Franchisee, (iv) you are purchasing an additional Standard Franchise under the Expansion Program (“Expansion Franchise”) including a Standard Franchisee adding an additional franchise by purchasing assets from an existing franchisee, (v) you are a veteran honorably discharged from the United States Military and purchasing your initial Standard Franchise, or (vi) you are converting an additional van to a Standard Franchise. These Addenda are attached as Appendix I.1.D.1 through I.1.D.6.

The market for the **Products** is professional mechanics and other customers in the automotive aftermarket and related businesses. We are only one of many sources of tools and equipment in this market. You will compete with all other sellers of similar merchandise, including sellers who visit customers at their workplaces, and various other distributors, direct sellers and retail outlets as well as sellers who utilize electronic commerce. Your ability to compete is dependent on, among other things, your overhead, the service you render, your merchandising efforts, your sales ability, your management of resources and the effort you put into your Snap-on franchise.

There are no regulations specific to the industry in which we do business. We do not undertake to provide you with a comprehensive list of general laws applicable to your business, but some examples are local, state and federal laws on business and vehicle licensing and registration, operator licensing, zoning restrictions as well as parking, vehicle weight limitations and any applicable hazardous material transportation and pollution laws. Additionally, federal or state driver's license or motor carrier regulations may apply to you, and among other things you may also be subject to alcohol and drug testing. There may be other laws applicable to your business (including those relating to home-based businesses or the credit you grant), and we urge you to make inquiries about these laws.

Affiliates and Other Business Experience. Snap-on Tools of Canada Ltd. began offering franchises in Canada for the same type of business offered by this disclosure document in the fall of 1993. The following Snap-on affiliates sell tools and equipment through franchises or similar methods of distribution in the following countries:

Snap-on U.K. Holdings Limited (United Kingdom)
SNA Germany GmbH (Germany)
Snap-on Tools (Australia) Pty. Ltd. (Australia)
Snap-on Tools Japan, K.K. (Japan)
Snap-on Tools B.V. (Benelux)
Snap-on Africa (Proprietary) Limited (South Africa)

Except for these affiliates (and our predecessors, Snap-on Tools Company and Snap-on Incorporated) neither we, nor any of our other affiliates have offered franchises in any line of business, other than the offering of Snap-on franchises, as described above. Snap-on Credit, Wheeltronic, Snap-on Equipment and Snap-on SecureCorp have not conducted a business of the type to be operated by franchisees.

ITEM 2 BUSINESS EXPERIENCE

The following information relates to Snap-on's: (a) directors, (b) principal officers required to be disclosed in this disclosure document and (c) other individuals who have management responsibility relating to the sale or operation of the franchises offered by this disclosure document. Except as noted below, we employed each of these persons in our Kenosha offices.

Directors:

Director: Nicholas T. Pinchuk

Mr. Pinchuk has been a Director of Snap-on since April 2007. He was also elected to the Board of Snap-on Incorporated in April 2007, and has served as Chairman of the Board since April 2009. Mr. Pinchuk has served as President and Chief Executive Officer of Snap-on Incorporated since December 2007, and was President and Chief Operating Officer from April 2007 until December 2007. Mr. Pinchuk served as Senior Vice President and President – Worldwide Commercial & Industrial Group for Snap-on Incorporated from June 2002 until April 2007. He has also been a Director of Columbus McKinnon Corporation since January 2007.

Director: Arthur L. Kelly

Mr. Kelly has been a Director of Snap-on since December 1995. He was elected to the Board of Snap-on Incorporated in June 1978. Mr. Kelly has been in his present position of Managing Partner of KEL Enterprises L.P., located in Chicago, Illinois, since January 1982.

Director: Edward H. Rensi

Mr. Rensi has been a Director of Snap-on since December 1995. He was elected to the Board of Snap-on Incorporated in February 1992. Mr. Rensi has been an owner and the Chief Executive Officer of Team Rensi Motorsports, located in Woodridge, Illinois, since October 1998. Mr. Rensi is founder of America's Better Burger, LLC, d/b/a Tom & Eddie's, located in Woodridge, Illinois, where he has served as its Chief Executive Officer and President since April 2009. He served as consultant to McDonald's U.S.A., located in Oak Brook, Illinois, from July 1997 until October 1998 and as its President and Chief Executive Officer from 1991 to 1997. Mr. Rensi has also served on the Board of Directors of International Speedway Corporation since April 1997, Great Wolf Resorts, Inc. since November 2006 and Freedom Group, Inc. since January 2007.

Director: Roxanne J. Decyk

Ms. Decyk has been a Director of Snap-on since December 1995. She was elected to the Board of Snap-on Incorporated in August 1993. Ms. Decyk retired as Executive Vice President of Global Government Relations for Royal Dutch Shell plc based in Washington, D.C. in December 2010 after serving in that position since June 2009. From 2008 until June 2009, Ms. Decyk served as Corporate Affairs and Sustainable Development Director of Royal Dutch Shell plc, located in The Hague, Netherlands, and from July 2005 until 2008, she served as Corporate Affairs Director. Previously she was Director International of Shell International B.V. from March 2005 to July 2005 and Senior Vice President-Corporate Affairs and Human Resources of Shell Oil Company, located in Houston, Texas, from May 2002 until March 2005. She was Vice President of Corporate Strategy of Shell International Limited, based in London, England, from April 1999 until May 2002. Ms. Decyk has also served on the Board of Directors of Alliant Techsystems, Inc. since August 2010.

Director: Bruce S. Chelberg

Mr. Chelberg has been a Director of Snap-on since December 1995. He was elected to the Board of Snap-on Incorporated in October 1993. Mr. Chelberg retired as Chairman and Chief Executive Officer of Whitman Corporation, located in Rolling Meadows, Illinois, in December 2000. He served as its Chairman and Chief Executive Officer from May 1992 until December 2000. Mr. Chelberg has also been a Director of First Midwest Bancorp, Inc. since May 1989.

Director: Richard F. Teerlink

Mr. Teerlink has been a Director of Snap-on and Snap-on Incorporated since October 1997. Mr. Teerlink will not be standing for re-election to Snap-on Incorporated's Board at the Snap-on Incorporated Annual Meeting in April 2011, and therefore, will no longer be a member of Snap-on's (Tools) Board after that time. Mr. Teerlink is the retired Chairman, President and CEO of Harley-Davidson, Inc., located in Milwaukee, Wisconsin. He served as its Chairman from May 1996 until December 1998.

Director: W. Dudley Lehman

Mr. Lehman has been a Director of Snap-on since June 2003. He was elected to the Board of Directors of Snap-on Incorporated in May 2003. Mr. Lehman retired as Group President of Kimberly-Clark Corporation located in Neenah, Wisconsin, in September 2006 after serving in that position since November 2005. He also held the positions of Group President – Business to Business from January 2004 to November 2005 and Group President – Infant & Child Care Sectors from August 1995 until January 2004.

Director: John F. Fiedler

Mr. Fiedler has been a Director of Snap-on since April 2004. He was elected to the Board of Snap-on Incorporated in January 2004. Mr. Fiedler retired as Chairman of the Board of BorgWarner Inc. (formerly known as Borg-Warner Automotive, Inc.) located in Chicago, Illinois, in May 2003. He served as its Chairman from March 1996 until May 2003 and also served as its Chief Executive Officer from January 1995 until February 2003. Mr. Fiedler has been a Director of WABCO Holdings, Inc. since September 2007, a Director of Mohawk Industries, Inc. since March 2002, and a Director of AirTran Holdings, Inc. since 2003.

Director: Karen L. Daniel

Ms. Daniel has been a Director of Snap-on since April 2006. She was elected to the Board of Snap-on Incorporated in December 2005. Ms. Daniel has served as Division President and Chief Financial Officer of Black & Veatch Corporation, located in Overland Park, Kansas, since January 2000.

Director: James P. Holden

Mr. Holden has been a Director of Snap-on since April 2008. He was elected to the Board of Snap-on Incorporated in July 2007, and has served as the Board's Lead Director since February 2009. He served as non-executive Chairman of Meridian Automotive Systems, Inc., located in Allen Park, Michigan, from March 2007 until June 2009. He was President and Chief Executive Officer of DaimlerChrysler Corporation, a U.S. subsidiary of DaimlerChrysler AG, located in Auburn Hills, Michigan, from September 1999 until November 2000. He has been a Director of Speedway Motorsports, Inc. since April 2004, a Director of SIRIUS XM Radio, Inc. since August 2001 and a Director of Motors Liquidation Company since July 2009.

Director: Nathan J. Jones

Mr. Jones has been a Director of Snap-on and Snap-on Incorporated since July 2008. Mr. Jones retired in December 2007 from Deere & Company, located in Moline, Illinois, where he most recently served as President, Worldwide Commercial and Consumer Equipment Division from January 2006 to December 2007. He also served as Senior Vice President and Chief Financial Officer for Deere & Company from 1997 through 2006.

Director: Gregg M. Sherrill

Mr. Sherrill has been a Director of Snap-on and Snap-on Incorporated since December 2010. He has served as Chairman and Chief Executive Officer of Tenneco, Inc. located in Lake Forest, Illinois, since January 2007. Previously, Mr. Sherrill was Corporate Vice President and President, Power Solutions for Johnson Controls, Inc., located in Milwaukee, Wisconsin, from 2004 to 2007.

Principal Officers Required to be Disclosed in this Disclosure Document:

President: Thomas L. Kassouf

Mr. Kassouf has been in his present position with Snap-on since April 2010. He has held the position of Senior Vice President of Snap-on Incorporated since December 2007 and also served as President – Commercial Division from April 2007 to April 2010, and served as President – Worldwide Equipment from January 2003 until April 2007.

President – Sales and Franchising: Barrie J. Young

Mr. Young has been in his present position with Snap-on since February 2007. From March 1999 until February 2007, he was Managing Director of Snap-on Tools Australia Pty. Ltd. located in Sydney, Australia.

Senior Vice President: Aldo J. Pagliari

Mr. Pagliari has been in his present position of Senior Vice President with Snap-on since April 2010. He has held the position of Senior Vice President – Finance and Chief Financial Officer of Snap-on Incorporated since March 2010, and served as President – Equipment from April 2007 until March 2010. He also served as Senior Vice President – Commercial and Industrial Group from January 2006 until April 2007, and Group Controller/Director of Finance and Planning for the Commercial and Industrial Group from December 2002 until January 2006.

Senior Vice President – Finance and Accounting: Blaine A. Metzger

Mr. Metzger has been in his present position since May 2005. He held the position of Vice President – Finance and Treasurer of Snap-on Incorporated from February 2004 to May 2005.

Vice President – Franchise Development: Clark Jamison

Mr. Jamison has been in his present position with Snap-on since June 2006. He was Vice President – Dealer Operations from August 2003 until June 2006.

Vice President – North American Sales: Larry W. Hamrick

Mr. Hamrick has been in his present position since July 2007. He held the position of Vice President – Franchise Sales from June 2006 until July 2007. He was Vice President – Sales, U.S. from February 2006 until June 2006 and held the position of National Sales Manager from August 2005 until February 2006. From October 2004 until August 2005, he held the position of Division Sales Manager of the Eastern Division with offices located in Dallas, Texas.

Vice President – Marketing: Alicia A. Smales

Ms. Smales has been in her present position since April 2007. Prior to joining Snap-on, she was Director of Marketing of Hilti, Inc. with offices located in Schaan, Liechtenstein and Tulsa, Oklahoma, from June 2002 until April 2007.

Individuals with Management Responsibility Relating to the Sale and Operation of Franchises Offered by This Disclosure Document:

Director, Franchise System: Michael P. Doweidt

Mr. Doweidt has been in his present position with Snap-on since April 2008. He held the position of Regional Manager of the South Central Region during April 2008 until he assumed his present position. He held the same position in the former Dallas Region from May 2005 until April 2008, and was Branch Manager of the Dallas Branch from January 2004 until May 2005.

Director, Customer Relations & Training: David Cimermancic

Mr. Cimermancic has been in his present position with Snap-on since October 2002.

Sales Manager-North America: Jeffrey W. Howe

Mr. Howe has been in his present position with Snap-on since March 2010. He held the position of National Sales Manager from December 2006 until March 2010, and was Regional Manager of the Portland Region from January 2005 until December 2006.

President (Snap-on Credit LLC): Joseph J. Burger

Mr. Burger has been in his present position with Snap-on Credit LLC located in Libertyville, Illinois, since November 2009 and held the position of General Manager from August 1999 until November 2009. Snap-on Credit LLC provides a broad range of financial services to Snap-on's franchisees.

President (Snap-on SecureCorp., Inc.): Daniel H. Kugler

Mr. Kugler has been in his present position with Snap-on SecureCorp., Inc. since November 1996. Snap-on SecureCorp., Inc. is an affiliate of Snap-on and administers the various insurance programs offered to franchisees. He has also held the position of Assistant Treasurer of Snap-on Incorporated since March 2004 and was Director of Corporate Risk from December 1998 until March 2004.

ITEM 3
LITIGATION

Pending litigation against Snap-on and its affiliates and pending litigation filed by Snap-on against franchisees are described in Appendix A. Concluded litigation is described in Appendix B. No other litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

No person previously identified in Item 1 or Item 2 of this disclosure document has been involved as a debtor in proceedings under the U.S. Bankruptcy Code (or foreign law) required to be disclosed in this Item.

ITEM 5
INITIAL FEES

We have separated the discussion of the initial fees in this Item to discuss the initial fees for a Standard Franchise first and then the initial fees for a Gateway Franchise.

STANDARD FRANCHISE – INITIAL FEES

The initial fees for the Standard Franchise include an initial license fee of \$7,500 to \$15,000 plus additional fees and payments ranging between \$74,850 and \$133,770 for goods and services we provide you before your franchise opens. The following formula determines these initial fees:

Initial License Fee	\$7,500-\$15,000
Initial Inventory	\$72,000-\$76,000
Acquisition and Development of Revolving Accounts (“RA Deposit”)	\$0-\$52,500
Computer Software License Fee	\$770
New Franchisee Credit Marketing Program	\$480-\$500
Van Merchandise Displays and Safety Equipment	\$1,600-\$4,000
Total	\$82,350-\$148,770

Except as otherwise described, the initial fees are uniform if you are purchasing a Standard Franchise.

Initial License Fee. The initial license fee of \$15,000 includes your initial training, which we estimate to have a cost of \$1,800 (See Item 11), your technology package, which we estimate to have a cost of \$2,700 (See Item 11), turnkey office supply package, which we estimate to have a cost of \$400 and an initial order of uniforms, which we estimate to have a cost of \$400. Under the following circumstances the initial license fee and what is included in the initial license fee will vary:

- (a) Gateway Franchisee Converting to Standard Franchise. If you are a Gateway Franchisee converting to become a Standard Franchisee, the initial license fee is \$10,000, but you will not receive training, the technology package, the turnkey office supply package or uniform order.
- (b) Expansion Franchise. If you are purchasing an Expansion Franchise, which includes the purchase of assets by an existing Standard Franchisee from an existing franchisee to add an additional Standard Franchise, your initial license fee will be \$7,500 and you will receive initial training for your employee, the technology package, the turnkey office supply package and uniform order.
- (c) Renewal Franchise. If you are purchasing a Renewal Franchise, you pay an initial license fee of \$7,500. This fee does not include initial training, the technology package, the turnkey office supply package or uniform order.
- (d) Transfer Franchise. If you are purchasing a Transfer Franchise, other than as an Expansion Franchise, you will pay a transfer fee of \$7,500, unless a different transfer fee is specified in the selling franchisee’s Franchise Agreement. You will receive training but you will not receive the technology package, the turnkey office supply package or uniform order.

(e) Additional Van. If you currently are operating an additional van under the Expansion Program and meet all the requirements to make that a Standard Franchise, no initial license fee will be charged, but you will not receive initial training, the technology package, the turnkey office supply package or uniform order.

Initial Inventory. You must purchase an initial inventory, which we pre-select for you, with a suggested retail price approximately between \$109,000 to \$112,000 and a cost to you approximately between \$72,000 to \$76,000. Under the following circumstances, you will pay a lesser amount for your initial inventory:

(a) Expansion Franchise. If you are purchasing an Expansion Franchise, you will receive inventory having a franchisee cost of \$37,500 at no cost to you (the "Inventory Incentive"). This incentive is designed to assist you in starting your Expansion Franchise and providing ongoing continuity in the operation of that franchise. For that reason, in order to fully earn the Inventory Incentive you must operate the business under the Expansion Franchise for a minimum of three years. If either (i) the Expansion Franchise is terminated or (ii) you cease operating the van under the Expansion Franchise during the three-year period after the date you commence operation under the Expansion Franchise you will be required to pay us the entire Inventory Incentive you originally received, which will be immediately due and payable. If neither of these conditions occurs during the first three years after you commence operation under the Expansion Franchise, you will have no further obligation to Snap-on for the Inventory Incentive. This incentive is not available to an existing Standard Franchisee who adds an additional van to an existing Standard Franchise or converts an additional van to an additional Standard Franchise.

(b) Veterans Discount. If you are a veteran of the United States Military Service who has been honorably discharged and you are purchasing your initial Standard Franchise from Snap-on, you will receive inventory with a franchisee cost of \$20,000 at no cost to you ("Veterans Discount"). In order to fully earn the Veterans Discount, you must operate the business under the Standard Franchise for a minimum of three years. If either (i) the franchise is terminated or (ii) you cease operating the van under the franchise during the three-year period after the date you commence operation under the franchise, you will be required to pay Snap-on the entire Veterans Discount, which will be immediately due and payable. If neither of these conditions occurs during the first three years after you commence operation under the Standard Franchise, you will have no further obligation to Snap-on for the Veterans Discount.

(c) Employee Discount. From time to time during the effective period of this disclosure document, Snap-on may make available to certain groups of Snap-on employees the opportunity to become a Standard Franchisee and provide a discount on the initial inventory purchased by these employees. While no program is currently available, it would be expected that the discount would be approximately \$25,000.

(d) Unassociated Dealer. If you are currently in the business of selling and servicing tools for professional mechanics and other customers in the automotive aftermarket and related businesses, but you are not associated with us ("Unassociated Dealer"), we may provide you with a portion of your initial inventory, without cost to you, at the time you convert to the Snap-on Program.

The purchase of initial inventory is not applicable if you are purchasing a Renewal Franchise as long as you meet Snap-on's minimum inventory requirements. If you are a Gateway franchisee purchasing a Standard Franchise, you will purchase your existing inventory, or if you are purchasing a Transfer Franchise, you will purchase the transferring franchisee's inventory and will not be required to purchase additional inventory as long as your inventory meets Snap-on's minimum inventory requirement.

RA Deposit. The required RA Deposit varies from franchisee to franchisee as described in Item 7. We may waive all or part of this requirement if you are purchasing a Transfer Franchise, you are a Gateway Franchisee becoming a Standard Franchisee or you are a current or former Snap-on employee. It is not applicable if you are purchasing a Renewal Franchise.

Computer Software License Fee. We require you to use a software program described in Item 11. You must pay us the Software License Fee, which is currently \$770, plus any applicable tax. This fee is not applicable if you are purchasing a Renewal Franchise.

New Franchisee Credit Marketing Program. We require you to participate in this program, which consists of a one-time charge and is described in Item 8.

Van Merchandise Displays and Safety Equipment. You are required to purchase van merchandise displays to properly display certain Products on the van. In addition, you are required to purchase certain safety equipment that we require to promote safety on the van.

The initial license fee, Computer Software License Fee and cost of Van Merchandise Displays are non-refundable. Inventory is subject to our tool return policy, which is described in Note 3 of Item 7. We will refund the balance of your RA Deposit (if any) when your Standard Franchise Agreement terminates, but only after you have paid all amounts you owe to us or any of our affiliates. The charge for the New Franchisee Credit Marketing Program may be refunded in the event you meet a performance standard as described in Item 8.

GATEWAY FRANCHISE – INITIAL FEES

The initial fees for the Gateway Franchise include the initial license fee of \$5,000 plus an additional fee up to \$53,000. The following table illustrates a comparison with the items included in the calculation of the initial fees for the Standard Franchise:

Initial License Fee	\$5,000
Initial Inventory	Provided on consignment and paid for by you if you convert to a Standard Franchise or at the time your Gateway Franchise Agreement expires or otherwise terminates (See Item 7 for a further description of the inventory and return policies)
Acquisition and Development of Revolving Accounts	\$0–\$52,500
Computer Software License Fee	Not required, but will be paid by you if you convert to a Standard Franchise
New Franchisee Credit Marketing Program	\$480-\$500
Van Merchandise Displays and Safety Equipment	Provided on consignment and paid for by you if you convert to a Standard Franchise Agreement or at the time your Gateway Franchise Agreement expires or otherwise terminates.
TOTAL	\$5,480–\$58,000

Initial License Fee. The initial license fee includes your initial training, which we estimate to have a cost of \$1,800 (See Item 11), your technology package, which we estimate to have a cost of \$2,700 (See Item 11), turnkey office supply package, which we estimate to have a cost of \$400 and an initial order of uniforms, which we estimate to have a cost of \$400.

RA Acquisition and Development. You will be required to participate in the RA Finance Program through which we will, on an automatic basis, advance funds to you of up to \$52,500 for

the acquisition and development of Revolving Accounts (“RAs”). This is called the RA Line of Credit and is described more fully in Item 10.

New Franchisee Credit Marketing Program. We require you to participate in this program, which consists of a one-time charge and is described in Item 8.

Van Merchandise Displays and Safety Equipment. The van merchandise displays allow you to properly display certain **Products** on the van. The safety equipment promotes safety on the van.

The initial fees are uniform for all Gateway Franchisees currently purchasing Gateway Franchises, except that the acquisition of RAs will vary from franchisee to franchisee as described in Item 7. The initial license fee is not refundable, but the charge for the New Franchisee Credit Marketing Program may be refundable if you meet a specified performance standard described in Item 8.

ITEM 6 OTHER FEES

We have separated the discussion of other fees in this Item to discuss the other fees for a Standard Franchise first and then the other fees for a Gateway Franchise.

STANDARD FRANCHISE – OTHER FEES

Except as otherwise described below, the fees in this item apply to all Standard Franchises.

Name of Fee	Amount	Due Date
Standard Franchisee weekly remittance for Products and services purchased from Snap-on ¹	100% of miscellaneous charges less miscellaneous credits, plus any amount necessary to be \$1.00 under your credit limit.	Payable weekly upon your receipt of an invoice from us.
Monthly License Fee ²	\$102.00	Payable monthly upon your receipt of an invoice from us.
Computer Software Maintenance Fee ³	\$26.00	Payable monthly upon your receipt of an invoice from us.
Franchise Finance Program Loan Payment ⁴	For a new person entering the system, no payment for the first 90 days (interest accrues from inception of loan); thereafter, the estimated payment is \$885/month–\$1,032/month. For a Gateway franchisee becoming a Standard franchisee, payments begin immediately, and the estimated payment is \$1,449/month–\$1,677/month.	Payable weekly.
Franchise Finance Program Loan Prepayment Fees	5% (3% if loan is to finance an additional franchise) of the outstanding principal balance on the date of prepayment unless you cease being a franchisee or are otherwise employed by Snap-on or its affiliates.	Upon prepayment.
RA Loan Payment ⁵	\$654/month–\$755/month	Payable weekly beginning six months after the time you became a Standard Franchisee.

Name of Fee	Amount	Due Date
RA Loan Prepayment Fees	5% (3% if the loan is for an additional franchise) of the outstanding principal balance on the date of prepayment unless you cease being a franchisee or are otherwise employed by Snap-on or its affiliates.	Upon prepayment.
Credit Program and Open Account Payments ⁶	To be determined.	To be determined.
Transfer Fee ⁷	50% of our then-current Initial License Fee, which is currently \$7,500.	Upon transfer.
Renewal Fee	50% of our then-current Initial License Fee, which is currently \$7,500.	Upon renewal.
Insurance and Other Coverage ⁸	\$2,140-\$10,700	Payable annually, quarterly or monthly.
Indemnification ⁹	To be determined.	To be determined.
Pre-existing obligations under Gateway Franchise Documents ¹⁰	To be determined.	To be determined.
Administrative Handling Charge ¹¹	To be determined.	To be determined.
Van Lease and Maintenance Fee Payment ¹²	\$1,434-\$1,707/month van lease payment plus \$216/month maintenance fee.	Payable weekly in advance (under the Snap-on Credit Van Lease Program) of each month's lease payment due date.
Van Lease Prepayment Fee (under Snap-on Credit Van Lease Program)	One to three months' lease payments (See Item 10 for a further discussion).	Upon prepayment.
Van Lease Termination Fee (under Snap-on Credit Van Lease Program)	Up to one month's lease payment (See Item 10 for a further discussion).	Upon termination.
Late charges (under Snap-on Credit Franchise Finance and Credit Programs)	Under the Franchise Finance Loan 4% over the regular rate (subject to the maximum permitted by law). Under the Snap-on Credit Van Lease Program 5% of the amount due (plus interest at 10%) for payment delayed more than 10 days or \$10.00, whichever is greater (subject to the maximum permitted by law).	Upon failing to make timely payment.
Charges for insufficient funds or dishonor of payment under Snap-on Credit Franchise Finance and Credit Programs or for payment to Snap-on	Up to \$25.00, which may increase during the term of your Franchise Agreement.	Upon dishonor of payment by check, ACH or similar instrument.
Audit	Cost of audit	Payable 15 days after receipt of report if audit shows breach and resulted from your failure to provide information on time.
EC Paper Contract Processing Fee ¹³	\$150 for any month in which Snap-on Credit allows you to submit an EC contract on paper rather than electronically or remit EC collections manually rather than electronically.	At the end of the month during which a paper contract is submitted or EC collections remitted other than electronically.
Manual Check Processing Fee ¹⁴	\$50.00 per month if you fail to pay Snap-on electronically.	Monthly
Training ¹⁵	\$0-\$1,800.	At time of training.
Merchandising Program ¹⁶	\$70-\$100 per month.	Monthly upon invoice.
New Product Purchases ¹⁷	Up to \$800 per month.	Upon invoice.
Accounting Service ¹⁸	\$19-\$29 per month.	Monthly upon invoice.

NOTES

¹ **Weekly Remittance.** As of the effective date of this disclosure document, this is the minimum payment due us each week for **Products** and services purchased from us on credit. We have the right to unilaterally change payment terms at any time.

- 2 **Monthly License Fee.** This is a nonrefundable fee payable to us, which we may increase once each calendar year by an amount up to the lesser of either \$50.00 or 25% of the existing Monthly License Fee.
- 3 **Computer Software Maintenance Fee.** The monthly maintenance fee is payable to us and is not refundable.
- 4 **Franchise Finance Program Loan Payment.** Snap-on Credit may lend funds to you through the Franchise Finance Program for certain initial investment costs.

New Person Entering Franchise System.

Although interest will accrue on the amount you borrow from the inception of the loan, you will not make any payments during the first 90 days. You will then be required to repay the amount you borrowed over a term of 10 years. See Item 10 for a complete description of the Franchise Finance Program.

The payments described in the table above are for a loan of \$70,770 at the fixed rate of interest of 8.26% and 11.76%, calculated as of January 20, 2011, which will be repaid over 10 years and includes the following:

Initial License Fee	\$15,000
Initial Inventory	\$76,000
Van Merchandise Displays and Safety Equipment	\$4,000
Computer Software License Fee	\$770
Subtotal	<u>\$95,770</u>
Less Down Payment	\$25,000
AMOUNT FINANCED	<u>\$70,770</u>

The down payment is the typical minimum down payment, although Snap-on Credit may, in certain cases, require a higher down payment or reduce or waive the down payment.

Gateway Franchisee Becoming a Standard Franchisee

If you are a Gateway franchisee converting to a Standard Franchise, the financing offered will require that you immediately commence paying principal and interest over a 10-year term. You will finance your RA Acquisition and RA Development through this Franchise Finance Loan, which will increase the amount you borrow accordingly. As an example, if you utilized the entire \$52,500 under your RA Financing for acquisition and development of RA with Snap-on, you might finance the following:

Initial License Fee	\$10,000
Inventory	\$76,000
Van Merchandise Displays and Safety Equipment	\$4,000
Computer Software License Fee	\$770
RA	\$52,500
Subtotal	<u>\$143,270</u>
Less Down Payment	\$25,000
AMOUNT FINANCED	<u>\$118,270</u>

The payments described in the table above are for an amount financed of \$118,270 at a fixed rate of interest of 8.26% and 11.76% calculated as of January 20, 2011.

Your exact loan payment will be determined by the amount you borrow, the interest rate in effect at the time of the loan and your credit history.

Both new persons entering the Franchise System and Gateway conversions will be required to pay a documentation fee of \$250 at the time you sign your loan papers. If you are purchasing an Expansion Franchise, the documentation fee will be \$100.

- 5 **RA Loan Payment.** As long as you do not obtain financing from a lender (other than Snap-on Credit) who requires a lien on your business assets, Snap-on, under our RA Financing Program will make interest free financing available to you to acquire and develop RA accounts. This financing by Snap-on must be repaid no later than six months after you become a Standard Franchisee. As a Gateway Franchisee converting to a Standard Franchise, you are not eligible for this financing since you received interest-free financing from Snap-on while you were a Gateway Franchisee. This financing is also not available if you are purchasing a Renewal Franchise. Snap-on Credit may, as long as they determine you are credit worthy, make funds available to pay Snap-on under Snap-on Credit's RA Loan Program. The payment described in the table above is for an amount borrowed from Snap-on Credit of \$52,500 at the interest rate being offered to new Standard Franchisees, which if calculated on January 20, 2011, would be between 8.26% and 11.76%, amortized over 9 years 9 months. The amount borrowed assumes that you utilized the entire \$52,500 available under Snap-on's RA Financing Program. Your loan payment may be higher or lower depending on the amount you pay to Snap-on and the applicable interest rate at the time of financing. The term of your RA Loan is generally the same as the remaining term of your Franchise Finance Program Loan. See Item 10 for a further discussion of the RA Financing Program offered by Snap-on and the RA Loan Program offered by Snap-on Credit.
- 6 **Credit Programs/Open Accounts.** Snap-on Credit may make credit programs available to you to finance your qualifying customers' purchases of **Products**. These programs give you immediate credit on your Snap-on weekly invoice for sales to customers.

Under the Extended Credit Program, you receive immediate credit for an EC Contract when accepted by Snap-on Credit for the total net cash price of a sale less the applicable EC Reserve Requirement, which is held by Snap-on as a reserve for bad debts and other obligations. The EC Reserve Requirement is determined by Snap-on Credit and will range between 0% and 15% of the total net cash price of a sale. The amount held by Snap-on as the EC Reserve Requirement currently earns interest based on the prevailing Fidelity Money Market Fund Retail (FDRXX) rate and is adjusted quarterly. Snap-on may at any time change the method for computing interest or discontinue the payment of interest on this reserve account. Under the Credit Programs, you must repurchase repossessed **Products** and participate in losses. See Item 10 for a further discussion of the Credit Programs.

Snap-on may accept your assignment of Open Accounts on 30-day terms or 30-60-90 day terms. If an Open Account customer fails to pay us within 60 days of our invoice on 30-day accounts, we will charge back to you the total unpaid amount of the Open Account. On 30-60-90 day accounts, if the Open Account customer fails to pay us within 7 days of any agreed upon installment date, we will charge back to you the total unpaid amount of the Open Account. See Item 10 for a further discussion of Open Accounts.

- 7 **Transfer Fee.** Paid by buyer in the amount of the transfer fee in effect when you transfer the assets of your franchise with our approval. The current transfer fee includes initial training for the transferee, which we estimate to have a cost of \$1,800. There is no charge if you transfer the assets and franchise to a corporation or limited liability company, which you own. We may change the transfer fee from time to time.
- 8 **Insurance and Other Coverage.** You must submit written evidence that you have obtained the insurance and other coverage required by the Franchise Agreement from any insurance carrier of your choice, provided that it is acceptable to us. You may obtain the required

insurance and other coverage through the Snap-on Franchisee Insurance Program, to the extent offered. We will not unreasonably withhold acceptance of a carrier, but at a minimum, it must be rated "A" or better by Best's Insurance Reports. If your insurance carrier cancels or fails to renew any of your insurance policies (other than commercial business auto liability insurance), we must be notified and we can obtain the insurance for you (but we are not obligated to do so) and invoice you for the actual cost of the insurance. You must pay this invoice within 5 business days. If you choose to obtain insurance through certain insurance programs that Snap-on SecureCorp offers, we will collect premiums on behalf of the insurer. These payments are not refundable. Under our insurance programs, Snap-on SecureCorp acts as the plan administrator and in most states the claims adjuster for the insurer of the Franchisee Inventory Insurance Coverage Program which we offer. Insurance coverage under all Snap-on insurance programs is provided by third party insurers, but an affiliate of Snap-on SecureCorp may also act as the re-insurer of some or all of the coverage insured. Based on information available to us, we believe that the cost to you for required insurance will range from \$2,140 to \$10,700 per year. In some instances some of the premiums may be payable monthly or quarterly. Your insurance on your inventory must also contain a loss payable clause naming Snap-on and if you participate in the Franchise Finance Program Snap-on Credit as loss payee(s) as their interests may appear. Also, if you participate in the Snap-on Credit Van Lease Program, your van insurance must also contain a loss payable clause naming the lessor as loss payee for risk and additional insured for liability.

⁹ **Indemnification.** Under the Franchise Agreement, you agree to indemnify us and our affiliates for all losses and expenses from any action relating to the operation of your franchise except as otherwise provided in the Franchise Agreement (See Item 9).

¹⁰ **Pre-existing Obligations Under Gateway Franchise Documents.** If you are a Gateway Franchisee converting to become a Standard Franchisee, certain obligations you incurred as a Gateway Franchisee will continue when you become a Standard Franchisee, including recourse obligations under EC Contracts and other credit contracts sold to Snap-on Credit. You will be required to pay any shortage in your consigned inventory and your indebtedness to Snap-on under the RA Finance Program. Snap-on Credit may, provided it determines you are credit worthy, finance this RA Finance Program indebtedness under the Franchise Finance Program, but only to the extent of your actual net RA (See Items 7 and 10). You will also continue to be obligated under the terms of your existing Franchisee Servicing Agreement and van lease.

¹¹ **Administrative Handling Charge.** We may periodically charge an administrative handling charge to cover our administrative costs of handling advertising promotion and will result in a lower discount to you for **Products** you sell under those promotions.

¹² **Van Lease and Maintenance Fee Payments.** The fee amount in the table above assumes a van lease through Snap-on Credit. The lower payment is for a new van with a cost of \$89,000 and is calculated with a lease rate of 7.35% for a 72-month period. The higher payment is for a new van with a cost of \$95,000 and is calculated with a lease rate of 10.85% for a 72-month term. The lease rates vary based on your credit and are the rates effective January 20, 2011. You also pay a maintenance fee of \$216.00 per month.

In addition to the monthly fee, you will incur the following costs in connection with leasing your van:

- (i) **Delivery Charge** – This is a one-time charge, which we estimate will range between \$190 to \$3,650 depending on where you are located within the continental United States. This amount will be exceeded in Alaska and Hawaii, but it is not possible to give an accurate estimate. We will provide a quote to Alaska and Hawaii franchisees

prior to signing your Franchise Agreement. Although none currently exists, it is possible that a delivery fuel surcharge may be instituted during the effective period of this disclosure document.

- (ii) **Sales and/or Use Tax (“Sales Tax”)** – This varies by the state in which you are located. It is sometimes charged on the lease payment and ranges up to 12% of the lease payment. Some states charge sales tax on the purchase price of the van and in that case the sales tax will be included in the cost of the lease and will increase your monthly payment accordingly. Some states have no applicable sales tax and some states include sales tax in the annual license fee you must pay to the state.

It is possible that you may be assigned a used van which could have a higher monthly payment, which we estimate will not exceed \$50.00 per month in excess of the monthly lease payment for a new van as reflected in the table above, but the total payments you make during the lease term should be less than the total payments during the lease term for a new van. Your exact monthly payment will depend on the cost of the van assigned to you, any required down payment, the residual (price at which the van can be purchased at the end of the lease), the lease term available for that van and the applicable lease rate. Snap-on Credit collects the lease and maintenance fee payments from you on a weekly basis and pays them to the van lease company (if a third party lessor is used) and fleet administrator respectively. See Item 10 for a further discussion of the van and maintenance requirements and the Snap-on Credit Van Lease Program.

- 13 **Snap-on Credit EC Paper Contract and Manual Payment Processing Fee.** Snap-on Credit imposes this fee for any month during which Snap-on Credit allows you to submit an EC Contract in paper form or remit funds in any manner other than electronically by way of ACH (through the electronic interface on your point of sale system). This fee is subject to change by Snap-on Credit during the term of your Franchise Agreement.
- 14 **Snap-on Manual Processing Fee.** We require that you submit payments to us electronically by way of ACH (through the electronic interface on your point of sale system). If you fail to do this, we will charge you this fee. This fee is subject to change by us during the term of your Franchise Agreement.
- 15 **Training.** You will not incur a training fee at the time you purchase your initial Standard Franchise. If you purchase an additional franchise or additional van under the Expansion Program the following will apply: (i) no training fee for your initial employee under an additional franchise or additional van during any calendar year and (ii) a fee of \$1,800 for training each additional employee applicable to such additional franchise or additional van during such calendar year. This is the fee that is currently in effect, but we reserve the right to change the fee during the term of your Franchise Agreement. See Item 11 for a further description of the training fee and the training program.
- 16 **Merchandising Program.** This provides you with van signage and print collateral used in promotional programs. The cost may increase during the term of your Franchise Agreement.
- 17 **New Product Purchases.** As described in Item 8, we provide important new Products in quantities we determine are appropriate. The cost may increase during the term of your Franchise Agreement.
- 18 **Accounting Service.** As described in Item 8, unless you are doing business under a franchise agreement with Snap-on on February 28, 2010, you are required to participate in the accounting service offered by ProfitKeeper. Snap-on will bill you for this service and remit the monies collected to ProfitKeeper. The amount of this fee is determined by ProfitKeeper and may change during the term of your Franchise Agreement.

Unless otherwise indicated, no fees in this Item 6 are refundable.

GATEWAY FRANCHISE – OTHER FEES

The fees in this item apply to all Gateway Franchises.

Name of Fee	Amount	Due Date
Gateway Franchise Equity Payment ¹	\$335	Payable weekly beginning in the fourteenth week after the effective date of your Franchise Agreement.
Gateway Franchise Weekly Remittance ²	100% of miscellaneous charges less miscellaneous credits, plus any amount necessary to be \$1.00 under your credit limit.	Payable weekly.
Credit Program and Open Account Payments ³	To be determined.	To be determined.
Insurance and Other Coverage ⁴	\$2,140-\$10,700	Payable annually, quarterly or monthly.
Indemnification ⁵	To be determined.	To be determined.
Administrative Handling Charge ⁶	To be determined.	To be determined.
Van Lease and Maintenance Fee Payment ⁷	\$1,484-\$1,707/month van lease payment plus \$216/month maintenance fee.	Payable weekly in advance of each month's lease payment due date under the Snap-on Credit Van Lease Program.
Van Lease Prepayment Fee (under Snap-on Credit Van Lease Program)	One to three months' lease payments (See Item 10 for a further discussion).	Upon prepayment.
Van Lease Termination Fee (under Snap-on Credit Van Lease Program)	Up to one month's lease payment (See Item 10 for a further discussion).	Upon termination.
Late charges (under Snap-on Credit Van Lease Program)	5% of the amount due (plus interest at 10%) for payment delayed more than 10 days or \$10.00, whichever is greater.	Upon failure to make timely payment.
Charges for insufficient funds or dishonor of payment under Snap-on Credit Programs or for payments to Snap-on	Up to \$25.00, which may increase during the term of your Franchise Agreement	Upon dishonor of payment by check, ACH or similar instrument.
Audit	Cost of audit.	Payable 15 days after receipt of report if audit shows breach and resulted from your failure to provide information on time.
EC Paper Contract Processing Fee ⁸	\$150 for any month in which Snap-on Credit allows you to submit an EC contract on paper rather than electronically or remit EC collections manually rather than electronically.	At the end of the month during which a paper contract is submitted or EC collections are not electronically remitted.
Manual Check Processing Fee ⁹	\$50.00 per month if you fail to pay Snap-on electronically.	Monthly.
Merchandising Program ¹⁰	\$70-\$100 per month.	Monthly upon invoice.
New Product Purchases ¹¹	Up to \$800 per month.	Upon invoice.
Accounting Service ¹²	\$19-\$29 per month.	Monthly upon invoice.

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¹ **Gateway Franchise Equity Payment.** We collect this payment during the term of your Gateway Franchise Agreement. It will not be held in a separate account or trust account and will be commingled with our other funds. You will not receive interest on this amount. Upon termination of your Gateway Franchise Agreement, including for conversion to a Standard Franchise Agreement, we will use the funds to pay any outstanding indebtedness you have to us or our affiliates. After doing so, if you convert to a Standard Franchise, we will credit or

release any remaining funds for expenses in connection with the Standard Franchise. Any remaining funds will be returned to you.

- ² **Weekly Remittance.** As of the effective date of this disclosure document, this is the minimum payment for **Products** and services you purchase from us on credit. We have the right to unilaterally change payment terms at any time.
- ³ **Credit Programs/Open Accounts.** Snap-on Credit may make credit programs available to you to finance your qualifying customers' purchases of **Products**. These programs give you immediate credit on your Snap-on weekly invoice for sales to customers.

Under the Extended Credit Program, you receive immediate credit for an EC Contract accepted by Snap-on Credit for the total net cash price of a sale less the applicable EC Reserve Requirement, which is held by Snap-on as a reserve for bad debts and other obligations. The EC Reserve Requirement is determined by Snap-on Credit and will range between 0% and 15% of the total cash price of a sale. The amount held by Snap-on as the EC Reserve Requirement earns interest based on the prevailing Fidelity Money Market Fund Retail (FDRXX) rate and is adjusted quarterly. Snap-on may at any time change the method for calculating interest or discontinue payment of interest on this reserve account. Under the Credit Programs, you must repurchase repossessed **Products** and participate in losses. See Item 10 for a further discussion of the Credit Programs.

We may accept your assignment of Open Accounts on 30-day terms or 30-60-90 day terms. If an Open Account customer fails to pay us within 60 days of our invoice on 30-day accounts, we will charge back to you the total unpaid amount of the Open Account. On 30-60-90 day accounts, if the Open Account customer fails to pay us within 7 days of any agreed upon installment date, we will charge back to you the total unpaid amount of the Open Account. See Item 10 for a further discussion of Open Accounts.

- ⁴ **Insurance and Other Coverage.** You must submit written evidence that you have obtained the insurance and other coverage required by the Gateway Franchise Agreement from any insurance carrier of your choice, provided that it is acceptable to us. You may obtain the required insurance and other coverage through the Snap-on Franchisee insurance program, to the extent offered. We will not unreasonably withhold our acceptance of a carrier, but at a minimum, it must be rated A or better by Best's Insurance Reports. If your insurance carrier cancels or fails to renew any of your insurance policies (other than commercial business auto liability insurance), we must be notified and can obtain the insurance for you (but we are not obligated to do so) and invoice you for the actual cost of the insurance. You must pay this invoice within 5 business days. If you choose to obtain insurance through certain insurance programs that SecureCorp offers, we will collect premiums on behalf of the insurer. These payments are not refundable. Under our insurance programs, Snap-on SecureCorp acts as the plan administrator and in most states the claims adjuster for the insurer of the Franchisee Inventory Insurance Coverage Program which we offer. Insurance coverage under all Snap-on insurance programs is provided by third party insurers, but an affiliate of Snap-on SecureCorp may also act as the re-insurer of some or all of the coverage insured. Based on information available to us, we believe that the cost to you for required insurance will range from \$2,140 to \$10,700 per year. In some instances some of the premiums may be payable monthly or quarterly. Your inventory insurance must contain a loss payable clause naming Snap-on Tools Company LLC as loss payee as its interests may appear. Since you will participate in the Snap-on Credit Van Lease Program, your van insurance must also contain a loss payable clause naming the lessor as loss payee for risk and additional insured for liability.

- 5 **Indemnification.** Under the Gateway Franchise Agreement, you agree to indemnify us and our affiliates for all losses and expenses from any action relating to the operation of your franchise except as provided in the Gateway Franchise Agreement (See Item 9).
- 6 **Administrative Handling Charge.** We may periodically charge an administrative handling charge to cover our administrative costs of handling advertising promotions and will result in a lower discount to you for **Products** you sell under those promotions.
- 7 **Van Lease and Maintenance Fee Payment.** Under the Gateway Franchise, you must lease a specified van (which may be new or used at the discretion of Snap-on Credit or its designee) from a designated source on terms arranged by Snap-on Credit. The lower payment is for a new van with a cost of \$89,000 and is calculated with a lease rate of 7.35% for a 72-month term. The higher payment is for a new van with a cost of \$95,000 and is calculated with a lease rate of 10.85% for a 72-month term. The lease rates vary based on your credit and are the rates effective January 20, 2011. You will also pay a maintenance fee of \$216.00 per month.

In addition to the monthly fee, you will incur the following costs in connection with leasing your van:

- (i) **Delivery Charge** – This is a one-time charge, which we estimate will range between \$190 to \$3,650 depending on where you are located within the continental United States. This amount will be exceeded in Alaska and Hawaii, but it is not possible to give an accurate estimate. We will provide a quote to Alaska and Hawaii franchisees prior to signing the Franchise Agreement. Although none currently exists, it is possible that a delivery fuel surcharge may be instituted during the effective period of this disclosure document.
- (ii) **Sales and/or Use Tax (“Sales Tax”)** – This varies by the state in which you are located. It is sometimes charged on the lease payment and ranges up to 12% of the lease payment. Some states charge sales tax on the purchase price of the van and in that case the sales tax will be included in the cost of the lease and will increase your monthly payment accordingly. Some states have no applicable sales tax and some states include sales tax in the annual license fee you must pay to the state.

It is possible that you may be assigned a used van which has a higher monthly lease payment, which we estimate will not exceed \$50.00 per month in excess of the monthly lease payment for a new van reflected in the table above, but the total payments you make during the lease term should be less than the total payments during the lease term for a new van. Your exact monthly payment will depend on the cost of the van assigned to you, any required down payment, the residual (price at which the van can be purchased at the end of the lease), the lease term available for that van and the applicable lease rate. Snap-on Credit collects the lease and maintenance fee payments from you on a weekly basis and pays them to the van lease company (if a third party lessor is used) and fleet administrator respectively. See Item 10 for a further discussion of the van and maintenance requirements and the Snap-on Credit Van Lease Program.

- 8 **Snap-on Credit EC Paper Contract and Manual Payment Processing Fee.** Snap-on Credit imposes this fee for any month during which Snap-on Credit allows you to submit an EC Contract in paper form or remit funds in any manner other than electronically by way of ACH (through the electronic interface on your point of sale system). This fee is subject to change by Snap-on Credit during the term of your Franchise Agreement.
- 9 **Snap-on Manual Processing Fee.** We require that you submit payments to us electronically by way of ACH (through the electronic interface on your point of sale system). If

you fail to do this, we will charge you this fee. This fee is subject to change by us during the term of your Franchise Agreement.

- ¹⁰ **Merchandising Program.** This provides you with van signage and print collateral used in promotional programs. The cost may increase during the term of your Franchise Agreement.
- ¹¹ **New Product Purchases.** As described in Item 8, we provide important new Products in quantities we determine are appropriate. The cost may increase during the term of your Franchise Agreement.
- ¹² **Accounting Service.** As described in Item 8, you are required to participate in this accounting service offered by ProfitKeeper. Snap-on will bill you for these services and remit the monies collected to ProfitKeeper. The amount of this fee is determined by ProfitKeeper and may change during the term of your Franchise Agreement.

Unless otherwise indicated, no fees in this Item 6 are refundable.

If you qualify for the Standard Franchise, upon becoming a Standard Franchisee, you will be required to pay the then-current other fees for the Standard Franchise. The other fees for the Standard Franchise as of the effective date of this disclosure document are described at the beginning of this Item 6. These other fees may change by the time you become a Standard Franchisee.

ITEM 7 YOUR ESTIMATED INITIAL INVESTMENT

We have separated the discussion of estimated initial investment in this Item to discuss the estimated initial investment for a Standard Franchise first and then the estimated initial investment for a Gateway Franchise.

STANDARD FRANCHISE – ESTIMATED INITIAL INVESTMENT

The following information presents our best estimate, as of the date of this disclosure document, of the range of estimated initial investment expense that you can typically expect. We base this information on our experience in assisting new Standard Franchisees. Except as otherwise described, these categories of initial investment expenses are applicable to all Standard Franchisees. The notes at the end of this Item are an integral part of this Item, and you and your financial advisor should read them carefully.

Most new Standard Franchisees elect to finance a large portion of the initial investment of the franchise through the Franchise Finance Program offered through Snap-on Credit and described in Item 10 and throughout this disclosure document. The first column of the following table shows the estimated out-of-pocket expenses of a typical Standard Franchisee who participates in the Franchise Finance Program. The second column shows the total estimated initial investment amounts (described, where applicable, by a low-high range), a portion of which you may be able to finance through the Franchise Finance Program or other third-party sources.

	Estimated Range of Initial Standard Franchisee Investment		Method of Payment	When Due	To Whom Payment is to be Made
	Out-of-Pocket Expenses with Snap-on Franchise Finance Program Financing	Estimated Total Initial Investment Range			
Real Estate ¹	\$0	\$0			
Initial License Fee ²	\$0	\$7,500-\$15,000	Lump sum	Upon signing	Snap-on

	Estimated Range of Initial Standard Franchisee Investment		Method of Payment	When Due	To Whom Payment is to be Made
	Out-of-Pocket Expenses with Snap-on Franchise Finance Program Financing	Estimated Total Initial Investment Range			
Initial Inventory ³	\$0	\$72,000-\$76,000	Lump sum	When invoiced	Snap-on or predecessor franchisee if transfer
Technology Package ⁴	\$0-\$2,700	\$0-\$2,700	Lump sum	When invoiced	Snap-on
Supplies ⁵	\$0-\$400	\$0-\$400	Lump sum	When invoiced	Snap-on
Uniforms ⁵	\$0-\$400	\$0-\$400	Lump sum	When invoiced	Snap-on
Accounting Service Set-up Fee ⁶	\$0-\$220	\$0-\$220	Lump sum	Prior to start of business	Snap-on for vendor
New Franchisee Credit Marketing Program ⁷	\$480-\$500	\$480-\$500	Lump sum	When billed	Snap-on for Snap-on Credit
Van ⁸	\$3,434-\$3,980	\$6,000-\$95,000	As agreed	As agreed	Van Leasing Company, or predecessor franchisee if transfer
Van Insurance ⁸ (3 months)	\$250-\$1,250	\$250-\$1,250	As agreed	As agreed	Third Parties, Snap-on Secure Corp.
Van Delivery Charge ⁸	\$190-\$3,650	\$190-\$3,650	Lump sum or as agreed	Prior to start of operation	Third Parties
License ⁸	\$200-\$2,400	\$200-\$2,400	As agreed	As agreed	Third Parties
Acquisition / Development of Revolving Accounts ⁹	\$0	\$52,500	Lump sum	Prior to start of operation	Predecessor franchisee; Snap-on; or you, if you were a Trial or Gateway Franchisee
Other Equipment, Fixtures and Expenses ¹⁰	\$150-\$350	\$150-\$350	As agreed	As ordered	Suppliers; Snap-on; predecessor franchisee if transfer
Computer Software License Fee	\$0	\$770	Lump sum	Prior to start of operation	Snap-on
Invoice Line of Credit Repayment ¹¹	\$0-\$20,000	\$0-\$20,000	As agreed	As agreed	Snap-on
Van Merchandise Displays and Safety Equipment ¹²	\$0	\$1,600-\$4,000	Lump sum	Prior to start of operation	Snap-on
Documentation Fee with Snap-on Franchise Finance Loan ¹³	\$100-\$250	Not applicable	Lump sum	At time loan documents are signed	Snap-on Credit
Minimum Down Payment with Franchise Finance Loan ¹⁴	\$25,000	Not applicable	Lump sum	At time loan documents are signed.	Snap-on
Additional Funds - 3 Months ¹⁵	\$8,974-\$18,971	\$8,974-\$13,940	As incurred	As incurred	Third Parties
Estimated Totals ¹⁶	\$38,778-\$80,071	\$150,614-\$289,080			

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- ¹ **Real Estate.** You do not have to purchase or lease any real estate. If you desire office space for completing and maintaining your records, you would typically use a room in your residence.
- ² **Initial License Fee.** See Item 5 for a description of the initial license fee applicable to you. Snap-on Credit may offer financing for the Initial License Fee through the Franchise Finance Program (See Item 10).
- ³ **Initial Inventory.** We sell **Products** to you at a discount from suggested retail prices, currently ranging between 10% and 43%. We require that you begin operations with an initial inventory having a suggested retail price approximately between \$109,000 to \$112,000 and a cost to you approximately between \$72,000 to \$76,000. Your initial inventory may include up to \$4,500, at franchisee cost, of demonstration tools ("Demonstration Tools"), which we select for you. Demonstration Tools are not intended for resale, but rather to assist you in the sale of tools to your customers. If you choose to purchase more inventory, this amount will be higher.

If you are a Gateway Franchisee converting to become a Standard Franchisee, some or all of your initial inventory will be inventory that was previously consigned to you.

If you are purchasing a Transfer Franchise, you will purchase all or part of this inventory from the franchisee whose assets you are buying, to the extent we approve this inventory. However, you may need to purchase additional inventory so that your total new, current and saleable inventory has a suggested retail price approximately between \$109,000 to \$112,000 and a current franchisee cost approximately between \$72,000 and \$76,000.

If you are either a veteran of the United States Military Service who has been honorably discharged from the service or you are purchasing an Expansion Franchise, your investment in inventory will be reduced as described in Item 5.

As described in Item 5, if you are an Unassociated Dealer, you may receive a portion of your initial inventory without cost to you, which will reduce your initial investment accordingly.

All **Products** are subject to the terms of our tool return policy in effect on the date you return the **Product**. Under the current policy, you are allowed to return current **Product** in new, unused, saleable condition and in original packaging. We do not give credit for **Products**, which we no longer manufacture or distribute or **Products** specially made or ordered for you or a customer. Under our current tool return policy, you will be given 30 days notice on any **Product** (other than **Products** we distribute through our internal warehouse distributor program "RWD Products") that we discontinue or intend to cease manufacturing. This notice may be provided to you electronically or in such other manner as we determine. After this 30-day period, we may no longer give you credit for these items. Our current policy regarding Demonstration Tools permits you to exchange Demonstration Tools for updated Demonstration Tools. If you have a Demonstration Tool that is discontinued, you will have 30 days after you are given notice that the tool will be discontinued as a **Product** to exchange the Demonstration Tool for an updated Demonstration Tool. If you fail to do so within this 30-day period, we may no longer allow you to exchange the discontinued Demonstration Tool. We may change our tool return policy for **Products** and exchange policy for Demonstration Tools during the effective period of this disclosure document or during the term of your Franchise Agreement, including imposing a restocking fee or otherwise limiting or restricting your ability to return **Products** or exchange Demonstration Tools.

- 4 **Technology Package.** This is included in the initial license fee, except in the case of a Gateway Franchisee converting to a Standard Franchise, a Transfer Franchise or Renewal Franchise. You will only be required to make this purchase if it is not included and at the time you sign the Standard Franchise Agreement your equipment does not meet the then-current specifications of Snap-on as more particularly described in Item 11.
- 5 **Supplies and Uniforms.** These are included in the initial license fee, except in the case of a Gateway Franchisee converting to a Standard Franchise, a Transfer Franchise or Renewal Franchise. In the case of a conversion to a Standard Franchise or a renewal, you will likely have these items and in the case of a transfer, you may purchase supplies as part of the transfer.
- 6 **Accounting Service Set-up Fee.** This is a one-time fee to set up the accounting service with ProfitKeeper. As described in Item 8, unless you are an existing franchisee of Snap-on on February 28, 2010, you are required to use this service. Snap-on will collect this fee and remit it to ProfitKeeper. See Item 8 for a further description.
- 7 **New Franchisee Credit Marketing Program.** This is a one-time payment for promotional items, such as hats, T-shirts or similar items for you to use to promote your Extended Credit business. See Item 8 for a description of this program.
- 8 **Van.** The estimated cost of this item reflects what we believe to be the initial cost of leasing or purchasing outright a fully-equipped van (including the required security system). Snap-on Credit offers van leasing under the Snap-on Credit Van Lease Program. Unless you are participating in the Franchise Finance Program, which requires a specified van lease and maintenance package, you may purchase or lease a van that meets specifications contained in the Snap-on Program from any approved supplier or leasing company, or from any non-approved supplier or leasing company with our prior approval.

If you are a Gateway Franchisee and are converting to a Standard Franchise, you will continue the lease you previously entered into. Certain prepayment or early termination penalties may apply if you do not continue this lease.

A used van, which meets our specifications, may be available at a lower cost. If you acquire an additional van under the Expansion Program, the specific type of vehicle you use will be established in consultation with your Regional Manager. The cost of such vehicle may be lower, but ordinarily it will not exceed the cost described here. If you select a van, which does not meet our normal specifications (with our approval) it may not be approved for use other than as an additional van under the Expansion Program.

The out-of-pocket expenses with Franchise Finance Program financing in the table above assumes your participation in the Snap-on Credit Van Lease Program. The low range is for a new van with a cost of \$89,000 and is calculated with a lease rate of interest of 7.35%, which is the lowest lease rate of interest available on January 20, 2011, for a 72-month lease term. The high range is for a new van with a cost of \$95,000 calculated with a lease rate of interest of 10.85%, which is the highest lease rate of interest charged on January 20, 2011, for a 72-month lease term. The amount in the table, which represents the advance payment, includes (i) one month's lease payment at the low range of \$1,434 and at the high range of \$1,707, (ii) a security deposit equal to one month's lease payment at the low range of \$1,434 and at the high range of \$1,707, (iii) the maintenance fee for the first month of \$216 and (iv) the one-time documentation fee of \$350. See Item 6 for a discussion of sales tax, which might increase your initial investment.

The other expenses related to your van and included in the table above as part of your initial investment are the following:

- (i) **Van Insurance.** We estimate that your annual premium for your van insurance will range between \$1,000 and \$5,000, which can be paid monthly or quarterly. The table above reflects the first quarterly payment for this premium as part of your initial investment.
- (ii) **Van Delivery Charge.** This is a one-time charge, which we estimate will range between \$190 to \$3,650 depending on where you are located within the continental United States. This amount will be exceeded in Alaska and Hawaii, but it is not possible to give an accurate estimate. We will provide a quote to our Alaska and Hawaii franchisees prior to signing the Franchise Agreement. Although none currently exists, it is possible that a delivery fuel surcharge may be instituted during the effective period of this disclosure document.
- (iii) **License.** We estimate that your annual license fee paid to your state will range between \$200 and \$2,400. The table above reflects your first year's license payment as part of your initial investment.

Depending on where you live, local laws and regulations may require you to park your van somewhere other than at your residence. This may result in a rental or lease payment, or a parking fee that you will negotiate directly with the provider of the space.

See Item 10 for a further discussion of van requirements and the Snap-on Credit Van Lease Program.

- ⁹ **Acquisition/Development of Revolving Accounts and RA Deposit.** Revolving Account or "RA" sales will typically make up a large percentage of your sales. RA sales are credit sales between you and a customer to whom you extend personal credit, usually at no interest, to finance the customer's purchase of **Products**. You and the customer decide terms, such as price, down payment and repayment schedules. Since you extend your own credit, you bear 100% of the risk of loss if the customer defaults on an RA.

RA sales typically create cash flow demands on the operation of your franchise. You will have the immediate expense of purchasing **Products** from us, but customers will pay you over time. The high percentage of RA sales also means that you will typically carry a substantial amount of accounts receivable owed to you by your customers. Your RAs are created two ways. Usually, the predecessor franchisee who previously sold to customers on your List of Calls will offer you the opportunity to purchase his or her RAs. We call this RA Acquisition. The second method for creating RAs is for **Products** you sell to your customers as RA sales, which is RA Development.

In order to assist you in managing cash flow needs created by RA sales, we require that you deposit with us a certain amount of money called the "RA Deposit."

RA Deposit. Your Minimum RA Deposit is \$52,500, whether or not you participate in the RA Financing Program, which is described in Item 10. The RA Deposit is used first to fund RA Acquisition. If the amount of RA Acquisition is less than \$52,500, then a portion of the RA Deposit is set aside to use for RA Development. Generally the total amount of the RA Deposit will not exceed \$52,500 but it will depend on the value of the RAs the predecessor franchisee offers to you for purchase. We may require that your Minimum RA Deposit be increased up to the total amount of your RA Acquisition. As a result, in rare instances, the RA Deposit may exceed \$52,500.

For purposes of calculating the "Net" RA Acquisition, we use 75% of the list price (gross amount) of RA Acquisition and for purposes of calculating the "Net" RA Development; we use

75% of the list price (gross amount) of RA Development. Your Minimum RA Deposit is calculated at net. If your Net RA Acquisition is greater than or equal to \$52,500, then your Minimum RA Deposit will equal your RA Acquisition and no RA Development will be required.

We will refund your RA Deposit (if any) upon termination of your Standard Franchise Agreement after you have paid all amounts owed to us and our affiliates.

If you participate in the RA Financing Program, but do not use the RA Financing Program in amounts sufficient to fund your Minimum RA Deposit you are required under the Standard Franchise Agreement at the time you stop participating in the RA Financing Program to separately fund the additional amounts required to meet your Minimum RA deposit.

Waiver of RA Deposit Requirement. If you are a Gateway Franchisee purchasing a Standard Franchise or you are purchasing an Expansion Franchise or Transfer Franchise, or if you are a Snap-on employee, Snap-on may waive all or part of the RA Deposit requirement. If you are financing your franchise with Snap-on Credit, a waiver from Snap-on Credit will also be required. RA Deposit is not applicable if you are purchasing a Renewal Franchise.

RA Acquisition/Purchasing and Rejecting RAs. As discussed above, the predecessor franchisee will probably offer you the opportunity to purchase his or her RAs. There are two ways to purchase these RAs.

The first is to fail to properly reject them. The only way you can properly reject some or all of the RAs offered by the predecessor franchisee is by giving written notice of rejection to Snap-on and the predecessor franchisee within 45 days after you start servicing customers in the List of Calls. The written notice must specify which RAs you wish to reject. Rejection in writing is the only way to reject RAs. If you are purchasing a Transfer Franchise, you may agree with the predecessor franchisee to reduce or eliminate this 45-day period and/or your right to reject some or all RAs.

The second way to purchase RAs is to sell **Products** to a customer whose RA the predecessor franchisee offers to you without first properly rejecting it as described above.

So, at the end of the 45-day period (or possibly earlier, in the case of a transfer), you will have purchased every RA you do not reject in writing, as well as every RA assigned to a customer to whom you make a sale without first giving notice of rejection.

If you are a Gateway Franchisee converting to a Standard Franchise, you may not reject RAs you previously acquired or developed.

Purchase Price. The purchase price for the RAs you purchase is 75% of the balance due of each RA sold unless you and the predecessor franchisee agree to a different amount.

RA Development. The second way you can use the RA Deposit is to pay for your cost of goods sold, which is the cost of Products purchased from us and sold to your customers as RA sales. This fund is intended to assist you in evening out your cash flow. Remember, on an RA sale the cash is received from the customer over time, but you must purchase the **Product** before the sale. If in any week your RA sales (which excludes any down payment and trade-in allowance but includes sales tax) exceed your RA collections, then to the extent funds are available to you, we will credit to your statement a portion of the RA Deposit equal to 75% of the difference between your RA sales and your RA collections for that week. We will apply this amount as a credit to what you owe us. Your RA Deposit will decrease by the amount applied until it is \$0. If in any week your RA collections exceed your RA sales, we will

charge you for an amount equal to 75% of the amount by which your RA collections exceed your RA Sales for that week and your available RA Deposit will be increased by the amount of this charge. We also process adjustments to reflect changes in your total outstanding RA balance, such as to reflect RA accounts written off to bad debts. See Item 10 for a description of available financing of RA Acquisition and RA Development under the RA Financing Program with Snap-on and the RA Loan Program with Snap-on Credit.

- ¹⁰ **Other Equipment, Fixtures and Expenses.** This item covers miscellaneous expense items and optional items you choose to purchase to assist you in the operation of your franchise.
- ¹¹ **Invoice Line of Credit Repayment.** If you are a Gateway Franchisee, we made available this line of credit during the term of your Gateway Franchise. After conversion, you will continue to owe this amount to Snap-on, provided that you are obligated to repay at the time of conversion the amount, if any, by which your indebtedness will exceed the credit limit established for you as a Standard Franchisee. Snap-on Credit may offer to finance up to a maximum of \$10,000 of this amount.
- ¹² **Van Merchandise Displays and Safety Equipment.** The van merchandise displays are placed on the van to properly display certain **Products** being offered for sale on the van. In addition, you are required to purchase certain safety equipment that we require to promote safety on the van.
- ¹³ **Documentation Fee with Snap-on Franchise Finance Loan.** A one-time documentation fee is required by Snap-on Credit at the time loan documents are signed. It is \$250, but if you are an existing franchisee purchasing an additional franchise, it will be \$100.
- ¹⁴ **Minimum Down Payment with Franchise Finance Program.** If you take part in the Franchise Finance Program, you must make a minimum down payment of \$25,000, although Snap-on Credit may require a higher down payment. As used in this disclosure document, down payment shall represent funds deposited into the operation of the business for which your business assets are not used as collateral. Snap-on Credit may in its sole discretion waive this requirement or reduce the amount of the required down payment because you have satisfactory credit and are (i) a current or former Snap-on or Snap-on affiliate employee (which does not include employees of a franchisee), (ii) a Standard Franchisee relocating your franchise or (iii) a Standard Franchisee acquiring an Expansion Franchise. If you obtain financing from a lender other than Snap-on Credit, that lender will determine the amount of any required down payment. Snap-on will require that the lender subordinate its security interest in your business assets to the security interest of Snap-on in those business assets in a minimum amount of \$40,000.
- ¹⁵ **Additional Funds – Three Months.** This item estimates initial start up expenses for your first three months of operation. In the high range of out of-pocket with financing it includes \$5,031 which are the estimated loan payments for the first three months, which are applicable only to a Gateway Franchisee becoming a Standard Franchisee. This amount is not applicable to a new franchisee who will not make a payment during the first 90 days. This item includes expenses for fuel, telephone and other communications, van maintenance, van lease payments, required insurance (other than van insurance), monthly license fee, monthly software maintenance fee and certain miscellaneous expenses. These expenses do not include any draw or salary for you or in the case of an Expansion Franchise, any employee salary or other expenses applicable to employees, such as workers compensation, unemployment and employer's contribution to social security tax. These figures are estimates; we cannot guarantee that you will not have additional expenses starting the business. We presume that upon opening your mobile store you will generate a certain level of cash flow that you can use for initial start up expenses. Your costs will depend on factors

such as: how closely you follow the Snap-on Program; your management skills, experience and business acumen; local economic conditions; the local market for your products and services; competition; and the sales level reached during the initial period.

¹⁶ **Estimated Total Initial Franchise Expense.** There will be a period of time after you sign the Franchise Agreement and before you begin operations when you will not be earning any income. There also will be a period of time after you begin operations when your cash flow will be insufficient to permit you to draw a salary. You should have sufficient funds to permit you to cover living expenses during these periods. Because the cost of personal living expenses will vary greatly from one franchisee to another, we do not include them in the estimates of a typical franchisee's initial investment. In your financial planning you should take into account these periods of no income or low cash flow.

Except as otherwise specifically provided in the notes above, all payments are non-refundable.

You should not buy or lease a van, borrow money, make a change in employment status or make any other commitments until after you and Snap-on have signed the Franchise Agreement and you have obtained a financing commitment (if necessary).

END OF NOTES

Except where otherwise indicated, all costs and expenditures mentioned in this disclosure document are estimates only, and subject to variances based on location, size and age of the van you select, inflation and other general economic conditions. The figures given represent the best estimates known to us for these costs. Questions concerning whether to finance your initial investment through Snap-on Credit or another third-party lender, or otherwise, are decisions you must make relying on whatever advice you choose to consider.

GATEWAY FRANCHISE – ESTIMATED INITIAL INVESTMENT

The following information presents our best estimate, as of the date of this disclosure document, of the range of estimated initial investment expense you can typically expect for a Gateway Franchise. The first column of the following table shows the estimated out-of-pocket expenses of a typical Gateway Franchisee and the second column shows the total estimated initial investment for a typical Gateway Franchisee. We base this information on our experience in assisting new Standard Franchisees and Gateway Franchisees. This information may not be the same for all new Gateway Franchisees joining the Snap-on Program. These categories of initial investment expenses are applicable to all new Gateway Franchisees (unless otherwise noted). The notes at the end of this Item are an integral part of this Item, and you and your financial advisor should read them carefully.

	Estimated Range of Initial Gateway Franchisee Investment		Method of Payment	When Due	To Whom Payment is to be Made
	Out-of-Pocket Expenses	Estimated Total Initial Investment Range			
Real Estate ¹	\$0	\$0			
Initial License Fee ²	\$5,000	\$5,000	Lump sum	Upon signing	Snap-on
Initial Inventory ³	\$0	\$0			
Accounting Service Set-up Fee ⁴	\$220	\$220	Lump sum	Prior to start of business	Snap-on for vendor
New Franchisee Credit Marketing Program ⁵	\$480-\$500	\$480-\$500	Lump sum	When billed	Snap-on for Snap-on Credit
Van ⁶	\$3,434-\$3,980	\$3,434-\$3,980	As agreed	As agreed	Van Leasing Company
Van Insurance ⁶ (3 months)	\$250-\$1,250	\$250-\$1,250	As agreed	As agreed	Third Parties, Snap-on Secure Corp.

	Estimated Range of Initial Gateway Franchisee Investment		Method of Payment	When Due	To Whom Payment is to be Made
	Out-of-Pocket Expenses	Estimated Total Initial Investment Range			
Van Delivery Charge ⁶	\$190-\$3,650	\$190-\$3,650	Lump sum or as agreed	Prior to start of operation	Third Parties
License ⁶	\$200-\$2,400	\$200-\$2,400	As agreed	As agreed	Third Parties
Acquisition and Development of Revolving Accounts ⁷	\$0	\$0-\$52,500	Lump sum	Prior To Start of Operation	Snap-on or predecessor franchisee
Other Equipment, Fixtures, and Expenses ⁸	\$150-\$500	\$150-\$500	As agreed	As ordered	Suppliers; Snap-on
Van Merchandise Displays and Safety Equipment ⁹	\$0	\$0			
Additional Funds - 3 Months ¹⁰	\$8,001-\$13,941	\$8,001-\$13,941	As incurred	As incurred	Third Parties
Estimated Totals ¹¹	\$17,925-\$31,441	\$17,925-\$83,941			

NOTES

- ¹ **Real Estate.** You do not have to purchase or lease any real estate. If you desire office space for completing and maintaining your records, you would typically use a room in your residence.
- ² **Initial License Fee.** See Item 5 for a discussion of what is included in the initial license fee.
- ³ **Initial Inventory.** We require that you begin operations with an initial inventory having a suggested retail price approximately between \$109,000 to \$112,000 and a franchisee cost approximately between \$72,000 to \$76,000, which will be **Products** selected by us and delivered to you on consignment. If you are an Unassociated Dealer, we may provide you with a portion of your inventory, without cost to you, at the time you convert to the Snap-on Program. If we do, the amount of the consigned inventory you receive will be reduced by the amount of inventory which we provide you without cost to you.

Your initial consigned inventory may include up to \$4,500 at franchisee cost of demonstration tools ("Demonstration Tools") which we select for you. Demonstration Tools are not intended for resale but rather to assist you in the sale of tools to your customers.

You must at all times maintain your inventory in at least the minimum amount of 90% of the suggested retail price of the initial consigned inventory you received from us. Upon conversion to a Standard Franchise Agreement (if you qualify) you will need to purchase an initial inventory in the amount and composition we require for Standard Franchisees at the time of conversion. You will purchase the consigned inventory in your possession, which will be applied toward the amount of the initial inventory required for a Standard Franchise. Snap-on will also sell **Products** to you at a discount from suggested retail prices, currently ranging between 10% and 43%.

All **Products** are subject to the terms of our tool return policy in effect on the date you return the **Product**. Under the current policy, you are allowed to return current **Product** in new, unused, saleable condition and in original packaging. We do not give credit for **Products**, which we no longer manufacture or distribute or **Products** specially made or ordered for you or a customer. Under our current tool return policy, you will be given 30 days notice on any **Product** (other than **Products** we distribute through our internal warehouse distributor program "RWD Products") that we discontinue or intend to cease manufacturing. This notice may be provided to you electronically or in such other manner as we determine. After this 30-day period, we may no longer give you credit for these items. Our current policy regarding Demonstration Tools permits you to exchange Demonstration Tools for updated Demonstration Tools. If you have a Demonstration Tool that is discontinued, you will have 30 days after you are given notice that the tool will be discontinued as a **Product** to exchange

the Demonstration Tool for an updated Demonstration Tool. If you fail to do so within this 30-day period, we may no longer allow you to exchange the discontinued Demonstration Tool. We may change our tool return policy for **Products** and exchange policy for Demonstration Tools during the effective term of this disclosure document or during the term of your Franchise Agreement, including imposing a restocking fee or otherwise limiting or restricting your ability to return **Products** or exchange Demonstration Tools.

- 4 **Accounting Service Set-up Fee.** This is a one-time fee to set up the accounting service with ProfitKeeper. Snap-on will collect this fee and remit it to ProfitKeeper. See Item 8 for a further description.
- 5 **New Franchisee Credit Marketing Program.** This is a one-time payment for promotional items such as hats, T-shirts or similar items for you to use to promote your Extended Credit business. See Item 8 for a description of this program.
- 6 **Van.** The estimated cost of this item reflects what we believe to be the initial cost of leasing a fully equipped van (including the required security system). As described in Item 10, Snap-on Credit offers van leasing under the Snap-on Credit Van Lease Program and this cost is based on that lease. As a Gateway Franchisee you are required to lease a specified van ("Program Van") from a source designated by Snap-on Credit.

The low range is for a new van with a cost of \$89,000 and is calculated with a lease rate of interest of 7.35%, which is the lowest lease rate of interest available on January 20, 2011, for a 72-month lease term. The high range is for a new van with a cost of \$95,000 calculated with a lease rate of interest of 10.85%, which is the highest rate of interest charged on January 20, 2011. The amount in the table, which represents the advance payment, includes (i) one month's lease payment at the low range of \$1,434 and at the high range of \$1,707, (ii) a security deposit equal to one month's lease payment at the low range of \$1,434 and at the high range of \$1,707, (iii) the maintenance fee for the first month of \$216 and (iv) the one-time documentation fee of \$350. See Item 6 for a discussion of sales tax, which might increase your initial investment.

The other expenses related to your van and included in the table above as part of your initial investment are the following:

- (i) **Van Insurance.** We estimate that your annual premium for your van insurance will range between \$1,000 and \$5,000, which can be paid monthly or quarterly. The table above reflects the first quarterly payment for this premium as part of your initial investment.
- (ii) **Van Delivery Charge.** This is a one-time charge, which we estimate will range between \$190 to \$3,650 depending on where you are located within the continental United States. This amount will be exceeded in Alaska and Hawaii, but it is not possible to give an accurate estimate. We will provide a quote to Alaska and Hawaii franchisees prior to signing the Franchise Agreement. Although none currently exists, it is possible that a delivery fuel surcharge will be instituted during the effective period of this disclosure document.
- (iii) **License.** We estimate that your annual license fee paid to your state will range between \$200 and \$2,400 and the table above reflects your first year's license payment as part of your initial investment.

Depending on where you live, local laws and regulations may require you to park your van somewhere other than at your residence. This may result in a rental or lease payment, or a parking fee that you will negotiate with the provider of the space.

See Item 10 for a further discussion of van requirements and the Snap-on Credit Van Lease Program.

7 **Acquisition and Development of Revolving Accounts.** Revolving Account or “RA” sales will typically make up a large percentage of your sales. RA sales are credit sales between you and a customer to whom you extend personal credit, usually at no interest, to finance the customer’s purchase of **Products**. You and the customer decide terms such as price, down payment and repayment schedules. Since you extend your own credit, you bear 100% of the risk of loss if the customer defaults on an RA.

RA sales typically create cash flow demands on the operation of your franchise. You will have the immediate expense of purchasing **Products** from us, but customers will pay you over time. The high percentage of RA sales also means that you will typically carry a substantial amount of accounts receivable owed to you by your customers. Your RAs are created in two ways. Usually the predecessor franchisee who previously sold to customers on your List of Calls will offer you the opportunity to purchase his or her RAs. We call this RA Acquisition. The second method for creating RAs is for Products you sell to your customers as RA sales. We call this RA Development.

RA Acquisition/Rejecting RAs. As discussed above, the predecessor franchisee will probably offer you the opportunity to purchase his or her RAs. There are two ways to purchase these RAs.

The first is to fail to properly reject them. The only way you can properly reject some or all of the RAs offered by the predecessor franchisee is by giving written notice of rejection to Snap-on and the predecessor franchisee within 45 days after you start servicing customers in the List of Calls. The written notice must specify which RAs you wish to reject. If you are purchasing RAs from a predecessor franchisee, you may agree with the predecessor franchisee to reduce or eliminate this 45-day period and/or your right to reject some or all RAs.

The second way to purchase RAs is to sell **Products** to a customer whose RA the predecessor franchisee offers to you without first properly rejecting it as described above.

So, at the end of the 45-day period (or possibly earlier in the case of a transfer), you will have purchased every RA you do not reject in writing, as well as every RA assigned to a customer to whom you make a sale without first giving notice of rejection.

Purchase Price. The purchase price for the RAs you purchase is 75% of the balance due of each RA sold unless you and the predecessor franchisee agree to a different amount.

RA Development. The second way you create RAs is through the sale of Products you purchase from us and sell to your customers as RA sales. Remember, on an RA sale the cash is received from the customer over time, but you must purchase the **Product** before the sale.

RA Finance Program. In order to assist you in managing cash flow needs created by RA sales, and to enable you to build up the RAs needed to meet the Minimum RA Deposit required of Standard Franchisees (see above), we make financing available to Gateway Franchisees for RAs through our RA Finance Program. By becoming a Gateway Franchisee, you will automatically participate in the RA Finance Program. See Item 10 for a further discussion of the RA Finance Program.

Unlike Standard Franchisees, Gateway Franchisees do not have a Minimum RA Deposit. If a Gateway Franchisee becomes a Standard Franchisee, the Minimum RA Deposit may be required as set forth in Snap-on's then-current disclosure document. Snap-on's Minimum RA Deposit for Standard Franchisees signing Standard Franchise Agreements as of the effective date of this disclosure document is described in the first part of this Item.

- 8 **Other Equipment, Fixtures and Expenses.** This item covers miscellaneous expense items and optional items you choose to purchase to assist you in the operation of your franchise.
- 9 **Van Merchandise Displays and Safety Equipment.** The van merchandise displays are placed on the van to properly merchandise certain **Products** being offered for sale on the van. We require certain safety equipment to promote safety on the van. We provide these displays and safety equipment, which we estimate to have an approximate cost of between \$1,600 and \$4,000, to you on consignment. You will pay for them at the time you convert to a Standard Franchise or your Franchise Agreement expires or otherwise terminates.
- 10 **Additional Funds – Three Months.** This item estimates initial start up expenses for your first three months of operation. It includes expenses for fuel, telephone and other communications, van maintenance, van lease payments and required insurance (other than van insurance) and certain miscellaneous expenses. These expenses do not include any draw or salary for you. These figures are estimates, and we cannot guarantee that you will not have additional expenses starting the business. We presume that upon opening your mobile store you will generate a certain level of cash flow that you can use for initial start up expenses. Your costs will depend on factors such as: how closely you follow the Snap-on Program; your management skills, experience and business acumen; local economic conditions; the local market for your products and services; competition; and the sales level reached during the initial period.
- 11 **Estimated Total Initial Franchise Expense.** There will be a period of time after you sign the Franchise Agreement and before you begin operations when you will not be earning any income. There also will be a period of time after you begin operations when your cash flow will be insufficient to permit you to draw a salary. You should have sufficient funds to permit you to cover living expenses during these periods. Because the cost of personal living expenses will vary greatly from one franchisee to another, we do not include them in the estimates of a typical Gateway Franchisee's initial investment. In your financial planning you should take into account these periods of no income or low cash flow.

In order to assist you during this period, Snap-on will pay you \$800 per week on the last day of each of the three weeks commencing on the date you start classroom training. If you are a Sales Representative or company store manager becoming a Gateway Franchisee you will not receive these payments.

Except as otherwise specifically provided in the notes above, all payments are non-refundable.

You should not lease a van, borrow money, make a change in employment status or make any other commitments until after you and Snap-on have signed the Gateway Franchise Agreement.

If you qualify for a Standard Franchise, upon becoming a Standard Franchisee, you will be required to pay the then-current Initial Investment for the Standard Franchise. The Initial Investment for the Standard Franchise as of the effective date of this disclosure document is described at the beginning of this Item 7 above. These Estimated Initial Investment

requirements may change by the time you are eligible and qualify to become a Standard Franchisee.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You may sell only **Products** and **Approved Tools** (defined below). “**Products**” include two different groups of merchandise:

1. tools and equipment *manufactured by or for Snap-on* and distributed by Snap-on to franchisees and Independents; and
2. tools and equipment *distributed (but not manufactured by or for Snap-on)* to franchisees and Independents.

You must obtain all **Products**, including tools and equipment distributed (but not manufactured by or for Snap-on), only from us. We impose this requirement because we want our mobile stores to carry substantially the same types of items and want our franchisees to concentrate their efforts on selling **Products** to their customers and collecting money from customers rather than on sourcing merchandise.

You are required to participate in a program under which we identify important new **Products** and ship these new **Products** in quantities we determine to be reasonable without you placing an order. We estimate, as of the date of this disclosure document, that the total cost of new **Products** shipped under this program will not exceed \$800 in any month, although this may change during the term of your franchise. The terms of this program are governed by the Agreement to Purchase New Products attached as Appendix I.1.E. We may modify or terminate this program at any time.

If you are a Standard Franchisee, unless you are purchasing the assets of a current Snap-on franchisee through Snap-on’s Transfer Program, you must purchase your initial inventory of **Products** from us. If you are a Standard Franchisee purchasing the assets of a current Snap-on franchisee through Snap-on’s Transfer Program, you may purchase all or part of your initial inventory from that franchisee. In such a case, if you purchase less than the amount of inventory required under the Snap-on Program, you must purchase the difference from us. If you are a Gateway Franchisee, you will receive your initial inventory of Products on consignment from us.

“**Approved Tools**” are merchandise other than **Products** that we provide express, prior written consent for you to sell. We will not unreasonably withhold our consent, but may later revoke it. You must give us written notice of your desire to sell **Approved Tools** sufficiently in advance of offering them for sale so that we may verify supplier and specification data and test the merchandise for conformity with all of our specifications including appearance, uniformity and quality. We may require that the testing be performed again at a later date to ensure that the manufacturer or supplier continues to meet our requirements. We can, and likely will, refuse to approve merchandise as **Approved Tools** if the merchandise directly competes with any of the **Products**.

We also will condition our consent to your sale of **Approved Tools** on our receipt and approval of a products’ liability insurance policy (or a certificate of insurance) with coverage limits and other terms reasonably satisfactory to us. This policy must name Snap-on Tools Company LLC as an additional insured. If we revoke our consent to any merchandise as an Approved Tool, you must stop selling the merchandise within 30 days of notification from us.

You are required to report all purchases and sales of **Approved Tools** to us.

We may arrange for certain items of merchandise to be offered directly by a supplier or suppliers to our franchisees. The restrictions regarding **Approved Tools** do not apply to merchandise you take as a trade-in from a customer or the items of merchandise you purchase from our approved supplier. You can sell these trade-ins and items of merchandise purchased from our approved supplier without obtaining our prior written consent.

We are the only source for software that you must use on your computer to access the Snap-on Program (See Item 11). We do derive revenue from this software.

If you are a Standard Franchisee, you must purchase or lease your van in accordance with specifications contained in the Snap-on Program. If you are a Standard Franchisee and qualify for the Franchise Finance Program, Snap-on Credit may require that you lease a specified van from a designated source. Because we will guarantee the van lease for a Gateway Franchisee, you are required to lease a specified van from a designated source. You will be required to have proper decals on your van. Snap-on Credit receives revenue for vans leased through them or the Snap-on Credit van lease vendor but not from purchases or leases when Snap-on Credit is not involved (See Item 10).

Standard Franchisees must purchase van merchandise displays from us and keep them current to better merchandise the **Products** on the van. In addition, Standard Franchisees must purchase certain safety equipment for the van. Gateway Franchisees are provided the initial displays and safety equipment on consignment by Snap-on but must purchase new displays from Snap-on when they are revised. We derive revenue from these purchases.

Since we want to provide a consistent brand experience for our customers, you are required to purchase a monthly merchandising program from us, which provides you with van signage and print collateral needed to drive promotional programs. The cost of this merchandising program is currently estimated to be between \$70 and \$100 per month, but may increase during the term of your Franchise Agreement. We derive revenue from this program. We may modify or terminate this program at any time.

You must either purchase insurance meeting the specifications provided in the Franchise Agreement as supplemented and changed from time to time in the Operations Manual, from Snap-on SecureCorp or from an insurance company approved by Snap-on SecureCorp. The minimum criteria for approval is an insurance company rated "A" or better by Best Insurance Reports. Snap-on SecureCorp derives revenue from insurance purchased through them, but not from insurance purchased through an approved insurance company.

You must purchase your promotional items bearing Snap-on trademarks (such as T-shirts, hats, mugs, pens and the like) as well as the clothing you wear when making sales calls, directly from suppliers which we approve. We license the suppliers of promotional and clothing items to use the trademarks as part of our licensing program. We make these promotional items available for purchase by the general public and by Snap-on franchisees. We will derive revenue from purchases by franchisees of these promotional items bearing the Snap-on marks, whether purchased directly from Snap-on, its affiliates or through third-party suppliers.

All advertising and promotional materials you use must comply with advertising guidelines which we publish. You must submit any advertising or promotional materials not purchased from us, our affiliates, or other approved suppliers to us at least 60 days before use for our approval. We do not derive revenue from advertising or promotional materials not purchased from us.

Unless you were an existing franchisee of Snap-on on February 28, 2010, we require you to use an accounting service offered through ProfitKeeper. You will sign an agreement with

ProfitKeeper, but Snap-on will collect the initial set-up cost, which is currently \$220 and a monthly fee, which is currently between \$19 and \$29 and remit the amount collected to ProfitKeeper. Snap-on will not receive any payment from ProfitKeeper for this service. Snap-on believes that it is advantageous to the Snap-on system to have a uniform accounting system used by our franchisees and because of the number of franchisees involved, we believe this is a competitive price for this service. Snap-on reserves the right to change the provider of the accounting service during the term of your Franchise Agreement and reserves the right to require that you make this change. You should be aware that under the arrangement with ProfitKeeper, Snap-on can view your individual information which you provide to ProfitKeeper.

Snap-on Credit sponsors a New Franchisee Credit Marketing Program that you are required to participate in and is intended to help stimulate your customers' financing the purchase of certain Products through the Extended Credit Program. You will pay between \$480 and \$500 to be used toward the purchase of hats, T-shirts or similar promotional items selected by Snap-on Credit with a cost of between \$960 and \$1,000 for you to give to your customers to promote the sale of Products that will be financed through the Extended Credit Program. If you write 10 or more Extended Credit contracts with your customers during the first 10 weeks that you are in business, Snap-on Credit will reimburse you for the entire cost you pay for these items. If you fail to write 10 or more contracts during this period, no portion of this cost will be reimbursed by Snap-on Credit.

While you are not required to accept credit cards from your customers, and if you do, you are not required to use any particular company to process your credit card transactions, we have an arrangement with Paymentech, which is the exclusive credit card processor that can be used through the software you will use on your computer. If you elect to use Paymentech, we will receive revenue from them.

In the fiscal year ending January 1, 2011, our revenue from the sale of **Products** to franchisees and Independents in the United States was \$697,515,588 or 91.43% of our total revenue of \$762,878,888. In the fiscal year ending January 1, 2011, we also received \$6,943,381 in revenue as a result of required purchases by franchisees and Independents, including payments from third party suppliers of promotional items and licensed products, fees paid to Snap-on by Paymentech and receipt of computer software license fees and computer software maintenance fees paid by franchisees directly to us. This is an additional .009% of our total revenue. These figures are derived from our financial statements, work papers and other documentation.

Snap-on Credit derives revenue from payments made by franchisees and Independents for van leasing and other credit programs. Snap-on Credit's revenue (which includes the interest component and fees collected by franchisees from their customers and remitted to Snap-on Credit under the Credit Programs) in the fiscal year ending January 1, 2011, was \$76,085,022. Snap-on SecureCorp derives revenue from insurance premiums and claims administration. In the fiscal year ending January 1, 2011, revenues were \$11,792,000. In fiscal year ending January 1, 2011, Wheeltronic derived revenue from equipment sales to franchisees of \$227,147, and Snap-on Equipment derived revenue from equipment sales to franchisees of \$301,114.

We are unaware of the existence of any purchasing or distribution cooperatives.

We generally do not use approved suppliers. For a limited number of items, such as promotional items, we approve specific suppliers and you are required to use those suppliers if you elect to purchase those items. We do not make our criteria for approving suppliers available to you. We notify franchisees of new approved suppliers directly through published brochures or electronic means. Other than the arrangements which we negotiate with the van leasing company, the credit card vendor, outside software vendor and vendors for licensed merchandise, we do not negotiate purchase arrangements with suppliers for the benefit of franchisees, and we do not

provide material benefits to franchisees for using any approved supplier. Some of our officers may own nominal interests in certain publicly traded suppliers.

All of your purchases and leases of goods and services in establishing and operating your franchise will be **Products, Approved Tools** (other than trade-ins and purchases from approved suppliers, as noted above, and goods and services you use in operating and maintaining your van). Your purchases and leases of required goods or services should exceed 95% of all of your purchases and leases in establishing and operating your franchise.

ITEM 9 **FRANCHISEE'S OBLIGATIONS**

This table lists your principal obligations under the franchise and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this disclosure document.

STANDARD FRANCHISE

Obligation	Section in Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	None [but see "Van Lease/Van Leasing Requirements" at Item y., and "List of Calls" at Item cc., below]	
b. Pre-opening purchases/leases	Sections 4, 8 and 20.B(9) of Standard Franchise Agreement, Vehicle Lease Agreement	Items 5, 6, 7, 8, 10 and 11
c. Site development and other pre-opening requirements	Sections 7, 10, 20.B(8) and 20.B(9) of Standard Franchise Agreement	Items 5, 6, 7 and 8
d. Initial and ongoing training	Section 7.C of Standard Franchise Agreement Addendum to Snap-on Tools Standard Franchise Agreement (Renewal Franchise) Addendum to Snap-on Tools Standard Franchise Agreement (Gateway Franchisee Becoming Standard Franchisee)	Item 7 and 11
e. Opening	Sections 7.C, 20.B(8) and 20.B(9) of Standard Franchise Agreement	Items 8 and 11
f. Fees	Sections 3, 4, 6, 7, 8, 10, 16, 17, 18, 20.B(9), 24, 25 and 30 of Standard Franchise Agreement Addendum to the Snap-on Standard Franchise Agreement (Renewal Franchise) Addendum to the Snap-on Standard Franchise Agreement (Transfer Franchise) Addendum to the Snap-on Standard Franchise Agreement (Gateway Franchisee Becoming a Standard Franchisee) Addendum to the Snap-on Standard Franchise Agreement (Expansion Franchise) Addendum to the Snap-on Standard Franchise Agreement (Veterans Discount) Sections 2, 7 and 9 of Loan and Security Agreement Promissory Note Sections 2, 5, 8, 11, 12, 13, 15 and 21 of Franchisee Servicing Agreement Pages 1 and 2 and Sections 2, 4, 5, 9, 10, 12, 13, 14, 19, 21, 22 and 23 of Vehicle Lease Agreement Section 2 of Van Maintenance Agreement DSS OnLine Agreement/Snap-on Tools Software License and Support Agreement RA Loan Addendum to Loan and Security Agreement; RA Note	Items 5, 6, 7, 10, 11 and 17
g. Compliance with standards and policies/ Operating Manual	Sections 1, 3, 5, 6, 8, 10 and 12 of Standard Franchise Agreement Section 4 of Franchisee Servicing Agreement	Items 1, 8, 10, 11, 12, 15 and 16
h. Trademarks and proprietary information	Sections 6, 13 and 15 of Standard Franchise Agreement DSS OnLine Agreement/Snap-on Tools Software License and Support Agreement	Items 11, 13, 14, 15 and 17
i. Restrictions on products/ services offered	Sections 1 and 8 of Standard Franchise Agreement	Items 8 and 16
j. Warranty and customer service requirements	Sections 1 and 8 of Standard Franchise Agreement	Items 12, 15 and 16

Obligation	Section in Agreement	Disclosure Document Item
k. Territorial development and sales quotas	Sections 1, 8 and 20.B(7) of Standard Franchise Agreement	Items 12, 16 and 17
l. Ongoing product/service purchases	Sections 7, 8 and 11 of Standard Franchise Agreement Section 5.b(iv) of Loan and Security Agreement DSS OnLine Agreement/Snap-on Tools Software License and Support Agreement	Items 5, 6, 7, 8, 10, 11, 15 and 16
m. Maintenance, appearance and remodeling requirements	Sections 3, 6 and 8 of Standard Franchise Agreement Section 3 of Loan and Security Agreement Section 9 of Vehicle Lease Agreement Van Maintenance Agreement Acceptance Certificate	Items 10, 11 and 17
n. Insurance	Section 17 of Standard Franchise Agreement Section 3.e of Loan and Security Agreement Section 10 of Vehicle Lease Agreement	Items 6, 7, 8, 10 and 11
o. Advertising	Sections 11 and 13 of Standard Franchise Agreement	Items 6, 8, 11 and 13
p. Indemnification	Section 24 of Standard Franchise Agreement [see also "Security Interest" at item z., below] Section 8 of Loan and Security Agreement Section 14 of Vehicle Lease Agreement Section 6 of Franchisee Servicing Agreement	Item 6 and 10
q. Owner's participation / management / staffing	Section 8.C of Standard Franchise Agreement	Item 15
r. Records and reports	Sections 8.N. and 12 of Standard Franchise Agreement Section 5.b(vi) of Loan and Security Agreement Section 9 of Franchisee Servicing Agreement	Items 8 and 11
s. Inspections and audits	Sections 3.A, 8.B and 12.D of Standard Franchise Agreement Section 3.c of Loan and Security Agreement Section 9 of Franchisee Servicing Agreement Section 8 of Vehicle Lease Agreement DSS OnLine Agreement/Snap-on Tools License and Support Agreement Section 3 of RA Development Agreement	Item 11
t. Transfer	Section 18 of Standard Franchise Agreement Addendum to Snap-on Tools Standard Franchise Agreement (Transfer Franchise) Section 5.a(i) and 9.h of Loan and Security Agreement Section 17 of Franchisee Servicing Agreement Section 17 of Vehicle Lease Agreement DSS OnLine Agreement/Snap-on Tools Software License and Support Agreement	Item 17
u. Renewal	Section 3 of Standard Franchise Agreement Addendum to Snap-on Tools Standard Franchise Agreement (Renewal Franchise) Sections 2 and 21 of Vehicle Lease Agreement Section 18 of Franchisee Servicing Agreement	Item 17
v. Post-termination obligations	Sections 21 and 22 of Standard Franchise Agreement Sections 3(i) and 7 of Loan and Security Agreement Section 21 of Franchisee Servicing Agreement DSS OnLine Agreement/Snap-on Tools Software License and Support Agreement Sections 13, 15, 16 and 21 of Vehicle Lease Agreement	Items 10 and 17
w. Non-competition covenants	Sections 1, 8 and 22 of Standard Franchise Agreement	Items 12 and 17
x. Dispute resolution	Section 25 of Standard Franchise Agreement Section 9 of Loan and Security Agreement Section 15 of Franchisee Servicing Agreement Sections 27 and 28 of Vehicle Lease Agreement Section 5.1 of Van Maintenance Agreement	Items 10 and 17
y. Van/Van Lease Requirements	Section 8.H of Standard Franchise Agreement Sections 2.d, 2.e and 5.b(vii) of Loan and Security Agreement Vehicle Lease Agreement Van Maintenance Agreement	Items 6, 7, 8 and 10
z. Security Interest	Section 9 of Standard Franchise Agreement Sections 3 and 5 of Loan and Security Agreement Section 13 of Franchisee Servicing Agreement Section 24 of Vehicle Lease Agreement Section 6 of RA Development Agreement	Item 10

Obligation	Section in Agreement	Disclosure Document Item
aa. Revolving Account/RA Deposit	Section 10.A of Standard Franchise Agreement Sections 2 and 5.a(v) of Loan and Security Agreement RA Financing Agreement (Standard Franchise) RA Loan Addendum to Loan and Security Agreement RA Note	Items 5, 6 and 7
bb. Computer and Computer Software	Section 8.J of Standard Franchise Agreement DSS OnLine Agreement/Snap-on Tools Software License and Support Agreement Section 5 of Franchisee Servicing Agreement	Items 5, 6, 7, 8 and 11
cc. List of Calls	Section 1 of Standard Franchise Agreement	Items 1, 12 and 16

GATEWAY FRANCHISE

Obligation	Section in Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	None [but see "Van Lease/Van Leasing Requirements" at item y., and "List of Calls" at item cc., below]	
b. Pre-opening purchases/leases	Sections 7, 8 and 20.B(9) of Gateway Franchise Agreement, Vehicle Lease Agreement	Items 5, 6, 7, 8, 10 and 11
c. Site development and other pre-opening requirements	Sections 7, 20.B(8) and 20.B(9) of Gateway Franchise Agreement	Items 5, 6, 7 and 8
d. Initial and ongoing training	Section 7.E of Gateway Franchise Agreement	Item 7 and 11
e. Opening	Sections 7.E, 20.B(8) and 20.B(9) of Gateway Franchise Agreement	Items 8 and 11
f. Fees	Sections 4, 6, 7, 8, 10, 16, 17, 18, 20.B(9), 24, 25 and 30 of Gateway Franchise Agreement Sections 2, 5, 8, 11, 12, 13 and 21 of Franchisee Servicing Agreement Pages 1 and 2 and sections 2, 4, 5, 9, 10, 12, 13, 14, 19, 21, 22 and 23 of Vehicle Lease Agreement Section 2 of Van Maintenance Agreement DSS OnLine Agreement/Snap-on Tools Software License and Support Agreement	Items 5, 6, 7, 10, 11 and 17
g. Compliance with standards and policies/Operating Manual	Sections 1, 3, 5, 6, 8, 10 and 12 of Gateway Franchise Agreement Section 4 of Franchisee Servicing Agreement	Items 1, 8, 10, 11, 12, 15 and 16
h. Trademarks and proprietary information	Sections 6, 13 and 15 of Gateway Franchise Agreement DSS OnLine Agreement/Snap-on Tools Software License and Support Agreement	Items 11, 13, 14, 15 and 17
i. Restrictions on products/services offered	Sections 1 and 8 of Gateway Franchise Agreement	Items 8 and 16
j. Warranty and customer service requirements	Sections 1 and 8 of Gateway Franchise Agreement	Items 12, 15 and 16
k. Territorial development and sales quotas	Sections 1, 3, 8 and 20.B(7) of Gateway Franchise Agreement	Items 12, 16 and 17
l. Ongoing product/service purchases	Sections 7, 8 and 11 of Gateway Franchise Agreement DSS OnLine Agreement/Snap-on Tools Software License and Support Agreement	Items 5, 6, 7, 8, 10, 11, 15 and 16
m. Maintenance, appearance and remodeling requirements	Sections 3, 6 and 8 of Gateway Franchise Agreement Section 9 of Vehicle Lease Agreement Van Maintenance Agreement Acceptance Certificate	Items 10, 11 and 17
n. Insurance	Section 17 of Gateway Franchise Agreement Section 10 of Vehicle Lease Agreement	Items 6, 7, 8, and 11
o. Advertising	Sections 11 and 13 of Gateway Franchise Agreement	Items 6, 8, 11 and 13
p. Indemnification	Section 24 of Gateway Franchise Agreement [see also "Security Interest" at item z, below.] Section 14 of Vehicle Lease Agreement Section 6 of Franchisee Servicing Agreement	Item 6 and 10
q. Owner's participation/management/staffing	Section 8.C of Gateway Franchise Agreement	Item 15
r. Records and reports	Section 12 of Gateway Franchise Agreement Section 9 of Franchisee Servicing Agreement	Items 8 and 11
s. Inspections and audits	Sections 3.A, 7.A(4), 8.B and 12.D of Gateway Franchise Agreement Section 9 of Franchisee Servicing Agreement Section 8 of Vehicle Lease Agreement DSS OnLine Agreement/Snap-on Tools Software License and Support Agreement	Item 11

Obligation	Section in Agreement	Disclosure Document Item
t. Transfer	Section 18 of Gateway Franchise Agreement Section 17 of Franchisee Servicing Agreement Section 17 of Vehicle Lease Agreement DSS OnLine Agreement/Snap-on Tools Software License and Support Agreement	Item 17
u. Renewal	Section 2 of Gateway Franchise Agreement Sections 2 and 21 of Vehicle Lease Agreement Section 18 of Franchisee Servicing Agreement	Item 17
v. Post-termination obligations	Sections 21 and 22 of Gateway Franchise Agreement Section 21 of Franchisee Servicing Agreement DSS OnLine Agreement/Snap-on Tools Software License and Support Agreement Sections 13, 15, 16 and 21 of Vehicle Lease Agreement	Items 10 and 17
w. Non-competition covenants	Sections 1, 8 and 22 of Gateway Franchise Agreement	Item 17
x. Dispute resolution	Section 25 of Gateway Franchise Agreement Section 15 of Franchisee Servicing Agreement Sections 27 and 28 of Vehicle Lease Agreement Section 5.1 of Van Maintenance Agreement	Items 10 and 17
y. Van/Van Lease Requirements	Section 8.H of Gateway Franchise Agreement Vehicle Lease Agreement Van Maintenance Agreement	Items 6, 7, 8 and 10
z. Security Interest	Section 9 of Gateway Franchise Agreement Section 13 of Franchisee Servicing Agreement Section 24 of Vehicle Lease Agreement	Item 10
aa. Revolving Account/RA Finance Program	Section 10.A of Gateway Franchise Agreement	Items 5, 6 and 7
bb. Computer and Computer Software	Section 8.J of Gateway Franchise Agreement DSS OnLine Agreement/Snap-on Tools Software License and Support Agreement	Items 5, 6, 7, 8 and 11
cc. List of Calls	Section 1 of Gateway Franchise Agreement	Items 1, 12 and 16

ITEM 10 FINANCING

We have separated the discussion of financing in this Item to discuss financing for a Standard Franchise first and then financing for a Gateway Franchise.

STANDARD FRANCHISE – FINANCING

Snap-on Credit offers certain financing programs described below. If you meet all the requirements, Snap-on Credit, may lend you funds to cover certain initial investment costs and expenses of your franchise. Snap-on Credit may also lend you funds to cover initial investment costs and expenses for an additional franchise or to add an additional van under the Expansion Program, to purchase additional inventory, finance your RAs or recapitalize your business. If you are a current Snap-on franchisee relocating your franchise and are already participating in one or more of these programs, Snap-on Credit may allow you to continue to participate in the program under the terms, conditions and documents which you already have in place. Snap-on Credit is owned by Snap-on Incorporated.

Franchise Finance Program

Through the Franchise Finance Program, Snap-on Credit offers a loan program to approved applicants to finance a substantial portion of your initial investment. While interest accrues from the inception of the loan, you will not have any scheduled payments during the first 90 days unless you are a Gateway Franchisee converting to a Standard Franchise. In the case of a Gateway Franchisee becoming a Standard Franchisee, you will immediately begin paying principal and interest. Repayment of principal and interest is financed and amortized over a term of 10 years. If Snap-on Credit approves you for financing, you are only permitted to finance the following initial investment categories set forth in Item 7: initial license fee; initial inventory; Invoice

Line of Credit (for a Gateway Franchisee becoming a Standard Franchisee) up to a maximum of \$10,000; RA Acquisition and RA Development (for a Gateway Franchisee becoming a Standard Franchisee), Computer Software License Fee and Van Merchandise Displays and Safety Equipment. See Item 7 for a discussion of the amount of each of these investment categories. Snap-on Credit may not finance all of the RAs you acquired or developed as a Gateway Franchisee. If you are borrowing funds to finance these initial investment costs for an Expansion Franchise, you must pay off any pre-existing debt outstanding on your current franchise, other than any pre-existing liability to Snap-on Credit, prior to borrowing any funds under the Franchise Finance Program for the additional franchise. Snap-on Credit may, in its sole discretion, lend you additional funds to pay your pre-existing debt.

Down Payment. You must make a minimum down payment of \$25,000, provided however, Snap-on Credit may require a larger down payment. If you are (i) a current or former Snap-on or Snap-on affiliate employee (which does not include employees of a franchisee), (ii) a Standard Franchisee relocating your franchise or (iii) a Standard Franchisee acquiring an Expansion Franchise and have satisfactory credit, Snap-on Credit may waive all or part of this requirement.

Loan Documentation. If you participate in the Franchise Finance Program, you must enter into a Loan and Security Agreement with Snap-on Credit and sign a Promissory Note evidencing the loan. If you participate in the Franchise Finance Program to finance these initial investment costs for an Expansion Franchise, you must enter into a separate Loan and Security Agreement and sign a Promissory Note evidencing that loan. The current form of Loan and Security Agreement is attached as Appendix I.3. The current form of Promissory Note you will sign is attached as Appendix I.4, except that if you are a Gateway Franchisee becoming a Standard Franchisee, you will sign the form attached as Appendix I.4.A.

Documentation Fee. You will be required to pay a documentation fee of \$250 at the time you sign your loan documentation. If you are purchasing an Expansion Franchise, your documentation fee will be \$100.

Interest. The Promissory Note(s) will bear interest at a fixed rate set at least seven days before you sign the Standard Franchise Agreement and will not change during the term of the loan. The interest rate will be the then current yield to maturity of like-term United States Treasury Obligations published by the *Wall Street Journal* (the "Treasury Rate") plus an additional amount, between 5 and 8.5 percentage points, subject to the maximum permitted by applicable law. As of January 20, 2011, the annual percentage rate of interest charged under the Franchise Finance Program would be between 8.26% and 11.76%. The interest rate you will pay will be determined by the Treasury Rate at the time the loan is made and the additional amount you will be charged will be determined by your credit history.

Determination of Loan Amount and Borrowing. If you are approved by Snap-on Credit, the loan amount for which you will be approved will be an amount equal to the initial license fee; initial inventory; estimated RA Acquisition and RA Development (only for Gateway Franchisees becoming a Standard Franchisee), Computer Software License Fee and van merchandise display signs less the required down payment. This loan will typically not be approved unless the minimum Approved Loan Amount is at least \$25,000.

Term, Payment Requirements. Unless you are a Gateway Franchisee becoming a Standard Franchisee, during the first 90 days after you sign the Loan and Security Agreement, you will not have any scheduled payments, although interest will accrue from the inception of the loan. On the first Monday after the 90th day of the term of your loan you will make your first weekly installment payment of principal and interest. The amount of each installment payment will be sufficient to pay your loan over 10 years or such lesser term as specified in your credit approval and loan documents. You will be required to make level payments of principal and interest over

the applicable term of the loan, but you will be required to pay any remaining balance, accrued but unpaid interest, or any other amounts due under this loan with the last installment.

If you are a Gateway Franchisee becoming a Standard Franchisee, you will make scheduled loan payments beginning immediately. Except for this difference, the other terms and conditions are the same.

Prepayment. Except for partial prepayments of not more than one additional weekly payment per week, you will not be permitted to make partial prepayments without incurring a prepayment fee determined by the amount of the prepayment. If you repay your loan in full prior to the expiration or termination of your Loan Agreement you will have to pay a prepayment fee of 5% (3% if the loan is to finance an Expansion Franchise) of the outstanding principal balance of your loan at the time of prepayment unless (1) your Standard Franchise Agreement also expires or terminates at the time of repayment or (2) you are a current franchisee relocating your franchise and you elect to continue your existing loan with Snap-on Credit. Otherwise, you may prepay your loan payments in full, but if you do, you will be responsible for all amounts due, including the applicable prepayment fee.

Termination of your franchise automatically makes the loan immediately due and payable in full without notice. In addition, the loan may become immediately due and payable if you do not make timely payments according to the Loan and Security Agreement or any agreements related to the Loan and Security Agreement, including a van lease with Snap-on Credit or a third-party lessor. The loan may also become immediately due and payable if you otherwise default under these agreements and do not cure the default within the time permitted for cure. Defaults include misrepresentations and failures to act in accordance with the terms of these agreements, such as failure to maintain the collateral in a secure and good condition (see the Loan and Security Agreement, Sections 6 and 7). If the loan becomes due and payable in full, you must pay the balance due on the loan, including any missed payments or amounts due in arrears, plus the expense of retaking possession of and removing or collecting, protecting and selling the collateral, court costs and reasonable attorneys' fees. Upon default, interest will accrue at the stated rate plus four percentage points unless otherwise limited by applicable law.

RA Financing Program

We provide you with a credit line ("RA Line of Credit") up to the amount of \$52,500 (the "credit cap") to fund the acquisition of RAs from a predecessor franchisee and develop additional RAs. If your RA Acquisition exceeds \$52,500, the credit cap will be increased to equal the amount of the RA Acquisition. The RA Line of Credit also allows you to pay for the cost of the Products you sell your customers as RA sales, which is RA Development (See Item 7 for a discussion of RA). Your available credit under the credit cap will be increased by the amount of any RA Acquisition you later reject. You will be able to finance your RA Acquisition and RA Development under the RA Line of Credit for a period of time not to exceed 6 months. You will be able to obtain credit weekly against this credit cap in an amount equal to 75% of the difference between the amount you sell to customers on RA, and the amount of RA you collect from them in that week. If you collect more from your RAs than you sell on RAs in any week, you will be charged back 75% of that amount, and your available credit under the credit cap will be increased by the amount of the charge. We also process adjustments to reflect changes in your total RA balance, such as to reflect RA accounts written off to bad debts. In the case of an RA account written off, 75% of the RA account balance being written off will be charged to you and the available credit under the credit cap will be increased by the amount of the charge.

You can participate in the RA Financing Program as long as you are not borrowing funds from a lender, other than Snap-on Credit, who requires a pledge of your business assets. If you participate in the RA Financing Program, you must sign the RA Financing Agreement (attached

in Appendix I.6.A). No fees or interest will be accrued or charged under this Program. This RA Line of Credit for Standard Franchisees is not available to a Gateway franchisee purchasing a Standard Franchise, since you have enjoyed a comparable program during the term of your Gateway Franchise.

You must repay the amount borrowed under the RA Line of Credit six months after you start the program. Provided you qualify and the amount due is at least \$5,000, Snap-on Credit will finance this amount due through the RA Loan Program up to the maximum amount of 75% of the balance due on your RA accounts that have been active during the last 45 days.

RA Loan Program

If you apply and are approved by Snap-on Credit to participate in the RA Loan Program, you must sign an RA Loan Addendum and RA Loan Promissory Note ("RA Note") for the balance due under the Snap-on Financing Program. This loan will be amortized over a period of time not to exceed the time remaining on the term of your existing Promissory Note (not including any renewals) or, if you do not have a Promissory Note, the time remaining on the term of your Standard Franchise Agreement (also not including any renewals). You may request that the loan be amortized over a longer period than the remaining term of your existing Promissory Note, and subject to Snap-on Credit's approval, a longer term may be granted up to the maximum term remaining on your Standard Franchise Agreement. Under the RA Note, you will be required to repay the amount borrowed in equal weekly installments. If the term of your existing Promissory Note is 10 years 90 days, then the term of the RA Note will equal 10 years 90 days less the time which has elapsed since you signed your existing Promissory Note. The RA Note will contain the same prepayment requirements as described under the Franchise Finance Program. You will be required to pay a documentation fee of \$100 at the time you sign your loan documents.

The rate of interest for this program will be the rate being offered to new Standard Franchisees entering the Franchise Finance Program at the time you enter into the RA Note and will not change during the term of the loan. As of January 20, 2011, this rate was between 8.26% and 11.76%. Prior to entering into the RA Loan no interest or fees of any kind will be accrued or charged under the RA Financing Program with Snap-on described above.

A Gateway Franchisee will finance RA through the Franchise Finance Loan and therefore is not eligible for this financing.

Assignment of Financing by Snap-on Credit

Snap-on Credit may assign the Promissory Note and Loan and Security Agreement and any Addendum and additional Promissory Note to a bank, or other third party. Upon assignment, the third party may become a holder in due course, and claims by you against Snap-on Credit could not be set off against the holder of the Promissory Note. Snap-on Credit may service the loan and receive servicing fees for these services if it assigns the loan to a third-party (see Loan and Security Agreement, Appendix I.3, Promissory Notes, Appendix I.4 and Appendix I.4.A.).

In order to enforce Snap-on Credit's (or its assigns') ability to collect on the borrowed funds if you default, you agree under the Loan and Security Agreement to waive any right under any law that would restrict or limit the right or ability of Snap-on Credit (or its assigns) to obtain payment (Loan and Security Agreement, Section 9).

Van Requirements and Van Leasing

Van Requirements under the Franchise Finance Program. Under the Franchise Finance Program, you must lease a Program Van, which is a specified van (which may be new or used

and differ as to the type of van at the discretion of Snap-on Credit) from a designated source. The designated source is Snap-on Credit, and in the case of certain leases for an approved used van, CIT Financial USA, Inc. ("CIT"), which is a third party formerly affiliated with Snap-on Credit. As of the date of this disclosure document we estimate that the cost of a fully equipped new 16-foot Program Van will be \$89,000, however, during the effective period of this disclosure document, we believe that as a result of certain enhancements to the van and cost increases from the supplier, the cost of a fully equipped new van may increase up to \$95,000. Snap-on Credit leases vans through the Snap-on Credit Van Lease Program (described below) under a Vehicle Lease Agreement (a sample copy of which is attached as Appendix I.7).

If you assume an existing lease for an approved used van, the terms of your lease will be different, but will be arranged by Snap-on Credit.

Snap-on Credit will waive the specified van requirement if you acquire a van free and clear (that is, with no ongoing payment obligations like a lease or loan payment). Snap-on Credit may also waive this requirement if Snap-on Credit provides you with financing to purchase your franchise from a current franchisee. In all cases, you must acquire a van which meets the requirements and specifications of the Snap-on Program, and you must meet all other requirements of the Franchise Finance Program, including age and other limitations on the van. You must continue with a "Program Van" until the Franchise Finance Loan is paid in full unless Snap-on and Snap-on Credit specifically waive this requirement in writing. This waiver will not be unreasonably withheld.

If you are a Gateway Franchisee or Sales Representative you will already have a van and have entered into a van lease. You will continue with that van and van lease upon becoming a Standard Franchisee, whether or not you obtain financing under the Franchise Finance Program. You will also be subject to the terms of the van maintenance agreement that was in effect during the term of your Gateway Franchise or while you were a Sales Representative.

Lessor other than the Snap-on Credit or CIT. If you do not participate in the Franchise Finance Program and you lease from a source other than Snap-on Credit or CIT, Snap-on Credit reserves the right to review and approve the terms and conditions of your lease. You will negotiate the terms of your lease directly with the third party van leasing company. As of the date of this disclosure document there is no designated third-party leasing company. Snap-on Credit may designate one in the future.

Snap-on Credit Van Lease Program. The van lease requires that you pay in advance the first month's lease payment and a security deposit equal to one month's lease payment.

Your weekly or monthly expense for the van is determined by the cost of the van, the lease rate of interest at the time the van is leased, your credit and the residual purchase price (the purchase price for the van at the end of the lease term).

Unless you are accepting assignment of an existing lease, the lease rate of interest on this lease is fixed at least 7 days prior to signing your lease. For a 72-month van lease, the rate will be equal to the yield on comparable term U.S. Treasury Notes as published by the *Wall Street Journal* at the time the rate is fixed plus an additional amount of 5% to 8.5%. As of January 20, 2011, the annual lease rate was between 7.35% (the yield on a 72-month T-note of 2.35% plus 5%) and 10.85% (the yield on a 72-month T-note of 2.35% plus 8.5%).

For a van with a cost of \$89,000, as of January 20, 2011, the estimated weekly and monthly cost, using a lease rate of 7.35% is \$331 per week (\$1,434 per month), and using a lease rate of 10.85% is \$369 per week (\$1,599 per month). For a van with a cost of \$95,000, as of January 20, 2011, the estimated weekly and monthly cost, using a lease rate of 7.35% is \$353 per week

(\$1,530 per month), and using a lease rate of 10.85% is \$394 per week (\$1,707 per month). This estimated lease payment does not include the van delivery charge, documentation fee, sales tax, van insurance, title fee and license fee you will be required to pay. See Items 6 and 7 for a further discussion of these charges.

It is possible that you may be assigned a used van which has a higher monthly payment, which we estimate will not exceed an additional \$50 per month in excess of the monthly lease payment for a new van, but the total payments you make during the lease term should be less than the total payments during the lease term for a new van. If the van being assigned to you was previously leased by another franchisee, you may be required to assume the obligations of the existing lease, which the other franchisee had, in which case the terms of the lease may vary from those described above. The exact cost of your lease payment will depend on the cost of the van assigned to you, any required down payment, the residual, the lease term available for that van and the lease rate in effect at the time you sign your van lease. Rates will be fixed at least 7 days before you sign your lease. This lease payment is paid weekly in advance of the payment due date specified in the lease.

Vans leased from Snap-on Credit may be financed through various sources, including in some cases, a lease of the van from a bank or other lender by Snap-on Credit and a sublease to you. A vehicle lease agreement or other financing agreement between a bank or other lender and Snap-on Credit may include a pledge of security or subleasing arrangement. Your specific van lease may include a subordination of certain rights to Snap-on Credit's existing financing agreement for the van and the option of an identified lender or lessor to redirect your payments from Snap-on Credit to such third-party lender or lessor. Regardless of such arrangement, so long as you are not in default of your lease, you will, enjoy the rights of quiet enjoyment under your lease, subject to you remaining in compliance under your Franchise Agreement and all other agreements with Snap-on or Snap-on Credit.

At the end of the lease, you will have an option to purchase the van as follows: (i) if it is a new van, the residual or price at which you can purchase your van will be equal to 10% of the original cost of the van; (ii) if it is a used van, the residual will be a) 10% of the financed amount of the van at the time you enter into the lease, b) 10% of the original cost of the van or c) \$1.00. The higher the residual, the lower your monthly payments. While Snap-on Credit prefers the \$1.00 residual for a used van, it determines the actual residual with a goal of keeping the monthly lease payment no greater than \$50 more than the monthly lease payment for a new van.

If you do not elect to purchase the van, you must return it at your cost to a location designated by Snap-on Credit in the same condition it was delivered to you, reasonable wear and tear excepted, otherwise you will be required to pay for the cost of refurbishing the van.

You may be permitted to prepay your lease. However, if you do, you will be responsible for all invoiced and outstanding amounts due plus a prepayment fee of up to three months' lease payments. If you elect to purchase the van during the term of the lease, you will also have to pay the discounted value of the remaining lease payments, plus the purchase option (calculated at the lease rate). If your lease allows you to return the van at any time during the term of the lease, you will have to pay for the cost of refurbishing and the cost of returning the van to a destination designated by Snap-on Credit. If you terminate your franchise, provided you do not become a Standard Franchisee or Gateway Franchisee in another List of Calls, and return the van, you will not pay a prepayment fee, but you will be responsible for all outstanding amounts due, including weekly payments through the end of the month of termination, a termination fee equal to one month's lease payment and the cost of refurbishing the vehicle and you are responsible for the cost of returning the van to a destination designated by Snap-on Credit. If you cease operating your additional van under the Expansion Program, it will not be treated as the termination of a franchise and your lease obligation will continue. You are also required to give written notice to

Snap-on Credit 14 days prior to terminating your lease. Default under your lease may lead to default of your Standard Franchise Agreement and your Franchise Finance Loans, if any. Snap-on Credit or CIT may assign the lease without notice to you (Section 17, Vehicle Lease Agreement). Upon assignment the assignee may have rights, which prevent you from setting off claims you may have against Snap-on Credit or CIT.

You are required to assist Snap-on Credit in completing the titling and registration of your van.

Non-Program Used Vans for Additional Franchise and Additional Van Expansion. You may purchase or lease a used van as your additional van or for your additional franchise, subject to our approval of the type and condition of the van. A used van that's approved for use as an additional van may not be approved for use other than as an additional van. If you are participating in the Franchise Finance Program, a waiver of the Program Van requirement by Snap-on Credit will also be required. If you elect to lease a used non-program van, and meet the requirements of Snap-on Credit, you may lease such a van from the Snap-on Credit or CIT. Subject to Snap-on Credit's approval, you may be able to assume an existing Snap-on Credit Van Lease from another franchisee for your additional van or Expansion Franchise. Snap-on Credit may at any time specify a type of van or discontinue leasing vans to be used as additional vans in the Expansion Program. You will be required to pay up to 20% down. The available lease term will be based on the cost and the age of the vehicle. The estimated van lease payment is \$253 per week (\$1,097 per month) to \$259 per week (\$1,121 per month) based on a 36-month lease term for a lease amount of \$35,000 (lease amount means the cost of the van minus the down payment); \$284 per week (\$1,232 per month) to \$292 per week (\$1,267 per month) based on a 48-month lease term for a lease amount of \$50,000. These estimated van lease payments are calculated based on the lease rate effective January 20, 2011, and do not include the van delivery charge, documentation fee, sales tax, van insurance and license fees you will be required to pay. See Items 6 and 7 for a further discussion of these charges. It is possible for you to lease a used van for a 60-month term in rare circumstances for more expensive vans. The exact cost of your lease payment will depend on the cost of the van, the required down payment, the lease term available for that van and the applicable lease rate. This lease payment is paid weekly in advance (that is, prior to the month covered by the payment). You will have an option to purchase the van at the end of the lease term for \$1.00.

You may be permitted to prepay your lease. However, if you do, you will be responsible for all invoiced and outstanding amounts due plus a prepayment fee of up to two months' lease payments. If you elect to purchase the van during the term of the lease, you will also have to pay the discounted value of the remaining lease payments, plus the purchase option (calculated at the lease rate). If you terminate your franchise or cease operating your additional van, your lease obligation will continue and you must make all scheduled payments under the lease. You will not be permitted to terminate this lease before expiration for any reason, except as a result of the purchase of the van. Default under your lease may lead to default of your Standard Franchise Agreement(s) and your Franchise Finance Loan. Snap-on Credit or CIT may assign the lease without notice to you (Section 17, Vehicle Lease Agreement). Upon assignment, the assignee may have rights which may not be set off by any claims you may have against Snap-on Credit or a third party leasing source.

Unless you are accepting assignment of an existing lease, the lease rate is fixed at least 7 days prior to you signing the lease and will be equal to the yield on comparable term of U.S. Treasury Notes published by the *Wall Street Journal* plus an additional amount between 7% and 8.5%. As of January 20, 2011, the annual lease rate that would be charged for the 36-month lease described above would be 7.99% (the yield on a 36-month Treasury Note as of January 20, 2011, of .99% plus 7%) to 9.49% (the yield on the 36-month Treasury Note as of January 20, 2011, of .99% plus 8.5%) and the annual lease rate that would be charged for the 48-month lease described above would be 8.47% (the yield on a 48-month Treasury Note as of January

20, 2011, of 1.47% plus 7%) to 9.97% (the yield on a 48-month Treasury Note as of January 20, 2011, of 1.47% plus 8.5%).

Maintenance Fee. You will be responsible to maintain your leased van in good condition. You are required to participate in the van maintenance program and you will pay an additional \$50 per week (approximately \$216 per month) van maintenance fee. Snap-on Credit may, in its sole discretion, waive the requirement that you participate in the van maintenance program based on your equity and/or experience and type of van being leased. Maintenance fee payments are used as a fund from which certain of your maintenance obligations can be paid. While this fee amount may not cover all of your maintenance needs, in most cases it will cover a majority of routine maintenance expenses. Snap-on Credit currently pays up to \$10 per participating Standard Franchisee per month to the administrator of the van maintenance program, but this amount is subject to change at any time. On the effective date of this disclosure document, the van maintenance program is administered by an unrelated third party, but Snap-on, Snap-on Credit or one of their affiliates may, in the future, administer the van maintenance program and in such event payments would be made to them. In the event you terminate your van lease earlier than the scheduled termination date, or do not elect to exercise any purchase option at the scheduled termination date, you will forfeit any balance in the maintenance fund.

Third-Party Agreements and Payment of Lease and Maintenance Fees. You must enter into separate agreements with Snap-on Credit or third parties containing the terms and conditions of the van lease and the requirements of the van maintenance program. Under the Franchise Finance Program, payment is made through weekly direct debits in an amount sufficient to cover the van lease, van maintenance fee payments and Promissory Note payments. Snap-on Credit will apply funds you pay in any month first to pay the van lease, if included in the direct debit amount, and next to pay the holder of the Promissory Note. If you lease your van from a third party leasing company, Snap-on Credit may waive the weekly direct debit for your lease payment while requiring a weekly direct debit for your van maintenance fee. If your monthly lease payment is not included in the weekly direct debit, you will be responsible to make your van lease payments directly to the third party van leasing company. This debited amount will be deposited with Snap-on Credit in advance or in arrears, as the case may be, of each month's lease and van maintenance fee payment due date. You must also pay any shortages or extra charges provided under your van lease and any maintenance expenses not covered by the van maintenance fee payments.

Other Financing Available To Existing Snap-on Franchisees

Short Term Credit Line Program. Through the Short Term Credit Line Program, after you are in operation as a Standard Franchisee, Snap-on Credit may provide funds to finance the acquisition of additional inventory, promotional merchandise and specific **Products**. If Snap-on Credit approves you and you use the Short Term Credit Line Program, the maximum amount of funds available is generally limited to \$50,000, although in certain situations additional amounts may be available under this Program at the discretion of Snap-on Credit. The interest rate currently charged is the Prime Rate as published in the *Wall Street Journal* ("Prime Rate"), plus an additional amount of 3 percentage points or less as permitted by applicable law with a weekly repayment through a direct debit. As of January 20, 2011, the rate would be 6.25%. For amounts up to \$10,000 for promotional merchandise or specific **Products**, repayment must be made in 8 or 13 weeks. For amounts borrowed between \$10,000 and \$15,000, repayment must be made in 8, 13 or 20 weeks. For amounts borrowed of more than \$15,000, repayment must be made in 8, 13, 20 or 26 weeks. The minimum amount loaned will be \$5,000. You will sign a separate Loan Agreement, Security Agreement and Promissory Note if you participate in this Program and you will sign a separate Request for Advance for each purchase under this Program. The Promissory Note may be secured or unsecured.

Dealer Equity Line of Credit. Snap-on Credit may invite a number of Standard Franchisees to apply for an equity line of credit to be used in their Snap-on business. To be eligible, Standard Franchisees will have to first meet certain performance criteria, credit-worthiness and length of service requirements. Accepted Standard Franchisees will be offered a revolving credit line in an amount established by Snap-on Credit. Credit lines will be determined by the equity levels in the Standard Franchisee's business along with the creditworthiness of the Standard Franchisee. The minimum amount for this credit line is \$25,000 and the minimum draw is \$10,000 or the balance remaining on the credit line if less. Draws are allowed a maximum of two times per month and the amount borrowed will be paid to you by giving you a credit on your Snap-on statement. The rate of interest charged will be the Prime Rate plus an additional amount, between 1 and 6 percentage points. As of January 20, 2011, the rate would be between 4.25% and 9.25%. Interest is variable and will fluctuate in accordance with the Prime Rate during the term. You will be required to make monthly payments consisting of interest calculated on the average daily principal balance outstanding during the prior month plus 1% of the outstanding principal balance at the end of the prior month. The term will be up to 5 years and you may be given the option to refinance the balance at maturity at the sole discretion of Snap-on Credit at prevailing rates at the time of the refinancing. You may repay principal without premium or penalty at any time. The Equity Line of Credit may be used only for approved Snap-on business purposes, including financing your investment in an additional van or Expansion Franchise pursuant to the Expansion Program. You will enter into a separate Loan and Security Agreement and Promissory Note with Snap-on Credit or an Addendum and additional Promissory Note evidencing the additional loan which will govern your participation in this program. You will be required to pay a documentation fee of \$100 at the time you sign your loan documents.

Recapitalization, Refinancing and Additional Van Expansion. Snap-on Credit, may offer additional funds to you in order to assist you in growing your business by increasing your inventory, growing your RA account base, reducing your outstanding debt to Snap-on, refinancing a balloon payment that comes due under previous financing, upgrading your van or participating in the Expansion Program by adding an additional van to your existing Standard Franchise. To be eligible, Standard Franchisees will have to first meet certain performance criteria, creditworthiness and length of service requirements. Approval may be conditional on you making additional working capital or equity payments. These loans will include interest at the comparable term of U.S. Treasury Notes published in the *Wall Street Journal*, plus an additional amount between 5 and 8.5 percentage points or less as permitted by applicable law. As of January 20, 2011, the rate would be between 6.96% (the yield on a 60-month Treasury Note as of January 20, 2011 of 1.96% plus 5%) and 10.46% (the yield on a 60-month Treasury Note as of January 20, 2011 of 1.96% plus 8.5%). The interest rate is fixed for the term of the loan. There is a prepayment fee of 3% of the outstanding principal balance of your loan at the time of prepayment. These loans are generally for a term of up to 5 years but may be extended to a maximum of 10 years at the discretion of Snap-on Credit.

You will enter into a separate Loan and Security Agreement and Promissory Note with Snap-on Credit if you do not have an existing loan with Snap-on Credit or an Addendum and additional Promissory Note if you have a loan with Snap-on Credit, which will govern your participation in this program. You must pay off any existing indebtedness on your franchise, other than existing indebtedness to Snap-on Credit, prior to borrowing funds under these loans. Snap-on Credit may in its sole discretion agree to lend you additional funds to pay off your existing indebtedness to parties other than Snap-on Credit. You will be required to pay a documentation fee of \$100 at the time you sign you loan documents.

The entire amount of any additional expansion van loan will become immediately due and payable in the event you terminate the operation of that additional van, however, you will not be required to pay a prepayment fee.

Credit Programs

Snap-on Credit, at its option and in its sole discretion, makes credit programs available to you to finance certain sales to your customers. The primary program, as of the date of this disclosure document, is the Extended Credit Program. Snap-on Credit may amend, terminate or supplement any or all of the Credit Programs at any time.

Under the Extended Credit Program, you receive credit for **Products** sold immediately after the sale rather than waiting for your customer to pay for the **Product** over time. Under certain other programs, Snap-on may make direct sales to customers on your List of Calls on an installment basis and you will receive credits as your customers make installment payments. You do not have to participate in any Credit Program, including the Extended Credit Program.

Extended Credit Program. If you choose to participate in the Extended Credit Program, you must adhere to the requirements for use of electronic commerce, collect on these accounts, assist in repossessions and participate in losses in accordance with the terms of the Franchisee Servicing Agreement between you and Snap-on Credit (the “Franchisee Servicing Agreement”). See Appendix I.2. Under the Franchisee Servicing Agreement, Snap-on Credit can assign accounts written by another franchisee or Snap-on to you for collection. If you are a Gateway Franchisee and you entered into a Franchisee Servicing Agreement, that Agreement will continue if you do not sign a new Franchisee Servicing Agreement when you become a Standard Franchisee.

As a participant in the Extended Credit Program, you must set up the Snap-on Credit software interface and complete the Snap-on Credit Automated Remittance Agreement, a copy of which is attached as Appendix I.8. You should use the automated credit application submission process within the interface to send the application and receive approval to enter into a Credit Sale Contract also referred to as an Extended Credit contract (an “EC Contract”) each time a customer makes a purchase on credit under this program. You then assign the EC Contract to Snap-on Credit with limited recourse to you for bad debts. Before entering into the EC Contract, you must receive pre-approval from Snap-on Credit. In some instances when Snap-on Credit does not provide pre-approval, you may be able to assign certain unapproved EC Contracts subject to full recourse to you as provided in the Program Manual. Reporting and updates to customer balances are obtained through the interface. Snap-on Credit provides you with the capability of writing electronic EC Contracts (paperless, with a hard copy provided to the customer). To use the electronic EC Contract program, you must use an electronic signature apparatus. This is included in the technology package provided to you by Snap-on. You must remit monies collected by using the interface to authorize Snap-on Credit to direct debit your business checking account for the amount of the funds collected. As of the effective date of this disclosure document, you may be charged up to \$150 in any month that Snap-on Credit allows you to either submit a paper EC Contract or submit collected funds in any manner other than ACH. This fee is subject to change by Snap-on Credit at any time. EC Contracts contain language assigning the contract to Snap-on Credit. Snap-on Credit has the right to revise the forms of agreements you use or to otherwise modify this program at any time.

When Snap-on Credit receives and accepts an EC Contract, Snap-on Credit will advise Snap-on to credit your Snap-on statement for the total net cash price of the sale less the applicable EC Reserve Requirement, which is held by Snap-on to cover your share of bad debt losses and other obligations. The EC Reserve Requirement is determined by Snap-on Credit and will range between 0% and 15%. The total held by Snap-on as a reserve will generally not exceed the Reserve Requirement percentage and in any event, should not exceed 15% of the total outstanding balance of EC Contracts you assign to Snap-on Credit, plus any others that you service but may not have written. In determining your EC Reserve Requirement, Snap-on Credit considers your EC Contract delinquency, credit quality and performance with respect to collection

of EC Contracts and other serviced paper. It is possible that you will be given the opportunity to participate in a program in which you will use a portion of this EC reserve to pay for your cost of participating in such other program, which will decrease your EC reserve accordingly. Although not obligated to do so, Snap-on currently credits any excess of this reserve to you through a credit to your Snap-on statement three times a year.

Your share of bad debt losses will generally not exceed 25% of the outstanding balance due from the customer on your assigned Extended Credit accounts, except that Snap-on Credit may charge you 100% of the unpaid final balance of any EC Contract if (i) Snap-on Credit determines fraudulent or other improper actions on your part (or your employee's part) are involved, including the failure to remit payments collected from the customer, the failure to notify Snap-on Credit of the repossession, return or trade of merchandise covered by an EC Contract, or any misrepresentations to Snap-on or Snap-on Credit or (ii) the EC Contract is written and assigned to Snap-on Credit subject to a full recourse arrangement you agree to at the time of assignment. To participate in the Extended Credit Program, you agree to collect Extended Credit payments and other payments as required in the Franchisee Servicing Agreement. You must remit these payments on a weekly basis, assist in repossessions and repurchase repossessed merchandise on EC Contracts related to customers on your List of Calls. See Repossession below.

Because control of delinquency is so important to the success of this program, your participation may be terminated by Snap-on Credit if you fail to meet the delinquency metrics established for you from time to time by Snap-on Credit.

Snap-on Credit may assign all or any portion of its rights under the Franchisee Servicing Agreement, including any Extended Credit Contracts held under the Franchisee Servicing Agreement.

Repossessions. Under the Credit Programs, you must repurchase **Products** or other merchandise which you sold or leased or which is security for accounts written by others and assigned to you to service and which Snap-on Credit later repossesses (with or without your assistance) after a customer default. Your repurchase price will generally be the Fair Market Value (as defined in the Operations Manual) as of the date of repossession of the **Products** or other merchandise under the applicable credit contract. At the time **Products** or other merchandise are repossessed, Snap-on Credit will charge you 25% of the bad debt loss on the contracts covering such repossessed **Products** or merchandise under the Extended Credit Program. Sometimes your purchase of repossessed **Products** or other merchandise may cause you to have all of the rights and obligations of a secured party of the customer regarding the repossessed **Products** or other merchandise. This means you may have the duty to give the customer notices and repay the customer for any excess proceeds you realize on later resale of the **Products** or other merchandise.

Open Accounts

You may enter into short-term credit sales contracts with businesses ("Open Accounts") on 30-day terms or 30-60-90 day terms and request that we accept assignment of them. We will charge you for the total unpaid amount of an Open Account if your customer fails to pay us within sixty (60) days of invoice on 30-day accounts or within 7 days of any installment date for 30-60-90 day accounts, but will credit you for any payments later made on these accounts. The Snap-on Program governs Open Accounts. If you are a Gateway Franchisee, any Open Account obligations incurred during the term of your Gateway Franchise Agreement will continue if you become a Standard Franchisee.

General

Finance Program Changes. For all of the financing programs offered by Snap-on Credit or Snap-on, the description above is effective as of the date of this disclosure document only, and Snap-on Credit or Snap-on can discontinue offering or revise or modify any program at any time. These modifications may include new and different credit programs with qualifications, credit availability and loss liability different from those now in effect (for example, Snap-on Credit may provide otherwise unavailable credit for customer purchases if you accept increased liability or additional recourse for the sale).

Security Interest. For each of the finance programs described above, unless otherwise specified, Snap-on or Snap-on Credit, as the case may be, will secure your obligation by a first security interest in your business assets including all inventory, parts, accounts, equipment, business vehicles, reserve accounts and all replacements and proceeds.

Personal Guarantee. If the franchisee is originally or later becomes a corporation or limited liability company, you and any other owner will be required to jointly and severally personally guarantee all obligations of the corporation or limited liability company under all finance programs described above.

Arbitration; Waiver. For each of the finance programs described above, all disputes under the applicable program documents are subject to arbitration and you agree to waive your right to a jury trial and in the case of the Snap-on Credit Van Lease Program, you waive any claims against Snap-on Credit or CIT arising out of the use or warranty of the van (Sections 6, 26 and 28 of the Vehicle Lease Agreement).

The Franchisee Servicing Agreement, the Vehicle Lease Agreement and the Loan and Security Agreement contain grounds for termination of those agreements and acceleration of your obligations, separate from grounds for termination of the franchise set forth in your Standard Franchise Agreement.

GATEWAY FRANCHISE – FINANCING

We offer you direct financing assistance. If you meet all the requirements, we will finance certain initial investment costs and expenses of the Gateway Franchise. In addition, Snap-on Credit offers certain financing as discussed below.

Consignment Program

Inventory. As a Gateway Franchisee, we will provide you with inventory in the amount, at suggested retail price approximately between \$109,000 to \$112,000 and a franchisee cost approximately between \$72,000 to \$76,000. As described in Item 5, if you are an Unassociated Dealer converting to the Snap-on Program as a Gateway Franchisee, the amount of the consigned inventory you receive will be reduced by the amount of the initial inventory, if any, which we provide you without cost to you. While you are a Gateway Franchisee you will not be charged for your consigned inventory, however, you must at all times maintain your inventory in at least the minimum amount of 90% of the suggested retail price of the initial consigned inventory we provide to you. You must provide to us, at the time of conversion to a Standard Franchise or other termination of your Gateway Franchise Agreement, inventory and/or cash in the amount of the franchisee cost of your initial consigned inventory.

Title to the consigned inventory remains with Snap-on until the earlier of: (i) the time at which an item of consigned inventory is sold to a customer, at which time title passes to that customer; or (ii) you purchase the consigned inventory (discussed below) at which time title passes to you. You will notify your creditors that the consigned inventory is the property of Snap-on.

During the term of your Gateway Franchise, we will allow you to purchase additional inventory on an Invoice Line of Credit subject to payment terms as set forth in the Snap-on Program. The initial Invoice Line of Credit will be \$20,000 and thereafter will be adjusted by Snap-on.

Upon termination of your Gateway Franchise Agreement, if you become a Standard Franchisee, any **Products** in your possession will be used toward the amount of initial inventory of **Products** required for Standard Franchisees. If you become a Standard Franchisee, you will be responsible to Snap-on for the amount of your initial consignment. To the extent **Products** in your possession are used to satisfy your Standard Franchise initial inventory requirement, Snap-on Credit may provide financing for that amount. Otherwise, upon termination of your Gateway Franchise Agreement, you are required to return to us **Products** in the amount of your initial consignment at suggested retail prices. If you do not have **Products** in your possession in that amount, you will be responsible to make up any shortfall.

During the term of your Gateway Franchise Agreement no payments are required to be made toward the amount of the initial consignment and no interest will be charged.

Van Merchandise Displays and Safety Equipment. We provide you with initial van merchandise displays and certain safety equipment, with an approximate cost between \$1,600 and \$4,000 on consignment. While you are a Gateway Franchisee, you are not required to pay any amount toward these consigned displays and safety equipment. You are required to pay for them at the time you convert to a Standard Franchise or at the time your Gateway Franchise expires or otherwise terminates.

RA Finance Program

Revolving Account or "RA" sales typically make up a large percentage of a franchisee's sales. RA sales are credit sales between a franchisee and a franchisee's customer where a franchisee extends personal credit, usually at no interest, to finance the customer's purchase of **Products**. Terms such as price, down payment and repayment schedules are decided by the franchisee and the customer. Since the franchisee's own credit is extended on an RA, the franchisee bears 100% of the risk of loss on a defaulting RA. Your RAs are created through the acquisition of RAs from a predecessor franchisee and from the creation of RAs through your RA sales to your customers. See Item 7 for a detailed description of RA Acquisition and RA Development.

We provide the Gateway Franchisee with a credit line ("RA Line of Credit") up to the amount of \$52,500 ("credit cap") to fund the acquisition of RAs from a predecessor franchisee and the RAs you develop. If your RA Acquisition exceeds \$52,500, your credit cap will equal your RA Acquisition. We finance 75% of the balance due on each RA you purchase up to the credit cap. Your available credit under the credit cap will be increased by the amount, if any, of financed RA Acquisition that you later reject as described in Item 7. The RA Line of Credit may also be used to finance the payment of your cost of goods sold, which is the cost of **Products** purchased from us and sold to your customers as RA sales. While you are a Gateway Franchisee, you will be able to obtain credit weekly against this credit cap in an amount equal to 75% of the difference between the amount you sell to customers on RA, and the amount of RA you collect from them in that week. If you collect more from your RAs than you sell on RA, you will be charged back, 75% of that amount, and your available credit under the credit cap will be increased by the amount of the charge. We also process adjustments to reflect changes in your total RA balance, such as to reflect RA accounts written off to bad debts. In the case of an RA account written off as a bad debt, 75% of the RA account balance written off will be charged to you and your available credit under the credit cap will be increased by the amount of the charge. Since you will be making RA sales of **Products**, the RA Line of Credit, when used for later purchases of **Products**, will assist

you in replenishing inventory pending your development of cash flow from collections on RA sales. Once the credit cap is reached, no further RA financing will be available.

No fees or interest will be accrued or charged under this Program while you are a Gateway Franchisee. Also, you will not make any payments toward any amounts due under your RA Line of Credit while you are a Gateway Franchisee. Upon termination of your Gateway Franchise Agreement, you will be responsible for payment of the amount of your RA Line of Credit. Snap-on Credit may finance all or part of it through the Franchise Finance Program if you become a Standard Franchisee. You are required to sign the RA Financing Agreement in the form attached as Appendix I.6.B.

Van Requirements and Van Leasing

Van Requirements Under the Program. Under the Gateway Franchise Program, you must lease a Program Van, which is a specified van (which may be new or used and differ as to the type of van at the discretion of Snap-on Credit) from a designated source. As of the date of this disclosure document, we estimate that the cost of a fully equipped new standard 16-foot Program Van will be \$89,000; however, during the effective period of this disclosure document, we believe that as a result of certain enhancements to the van and cost increases from the supplier, the cost of a fully equipped new van may increase up to \$95,000. The designated source for your van is Snap-on Credit, and in the case of certain leases for an approved used van, it will be CIT Financial USA, Inc. ("CIT"), which is a third party formerly affiliated with Snap-on Credit. Snap-on Credit will lease vans under the terms of a Vehicle Lease Agreement (a copy of which is attached as Appendix I.7). You must continue with a Program Van during the term of your Gateway Franchise unless this requirement is waived specifically in writing by Snap-on and Snap-on Credit.

If you assume an existing CIT lease for an approved used van, the terms of your lease will be different, but will be arranged by Snap-on Credit.

If you are a Sales Representative becoming a Gateway Franchisee, your existing van lease will continue during the term of your Gateway Franchise. As a Gateway Franchisee, you will already have a van and have entered into a van lease, which will continue if you become a Standard Franchisee whether or not you obtain financing under the Franchise Finance Program. You will also be subject to the terms of the Van Maintenance Agreement that was in effect during the term of your Gateway Franchise.

Snap-on Credit Van Lease Program. The van lease requires that you pay the first month's lease payment and a security deposit equal to one month's lease payment in advance.

Your weekly or monthly expense for the van is determined by the cost of the van, the lease rate of interest at the time the van is leased, your credit and the residual purchase price (the purchase price for the van at the end of the lease term).

Unless you are accepting assignment of an existing lease, the lease rate of interest on this lease is fixed at least 7 days prior to signing your lease. For a 72-month van lease, the rate will be equal to the yield on comparable term U.S. Treasury Notes as published by the *Wall Street Journal* at the time the rate is fixed plus an additional amount of 5% to 8.5%. As of January 20, 2011, the annual lease rate was between 7.35% (the yield on a 72-month T-note of 2.35% plus 5%) and 10.85% (the yield on a 72-month T-note of 2.35% plus 8.5%).

For a van with a cost of \$89,000, as of January 20, 2011, the estimated weekly and monthly cost, using a lease rate of 7.35% is \$331 per week (\$1,434 per month), and using a lease rate of 10.85% is \$369 per week (\$1,599 per month). For a van with a cost of \$95,000, as of January

20, 2011, the estimated weekly and monthly cost, using a lease rate of 7.35% is \$353 per week (\$1,530 per month), and using a lease rate of 10.85% is \$394 per week (\$1,707 per month). This estimated lease payment does not include the van delivery charge, documentation fee, sales tax, van insurance, title charge and license fee you will be required to pay. See Items 6 and 7 for a further discussion of these charges.

It is possible that you may be assigned a used van which has a higher monthly payment, which we estimate will not exceed an additional \$50.00 per month in excess of the monthly lease payment for a new van, but the total payments you make during the lease term should be less than the total payments during the lease term for a new van. If the van being assigned to you was previously leased by another franchisee, you may be required to assume the obligations of the existing lease, which the other franchisee had, in which case the terms of the lease may vary from those described above. The exact cost of your lease payment will depend on the cost of the van assigned to you, any required down payment, the residual, the lease term available for that van and the lease rate in effect at the time you sign your van lease. Rates will be fixed at least 7 days before you sign your lease. This lease payment is paid weekly in advance of the payment due date specified in the lease.

Vans leased from Snap-on Credit may be financed through various sources, including in some cases, a lease of the van from a bank or other lender by Snap-on Credit and a sublease to you. A vehicle lease agreement or other financing agreement between a bank or other lender and Snap-on Credit may include a pledge of security or subleasing arrangement. Your specific van lease may include a subordination of certain rights to Snap-on Credit's existing financing agreement for the van and the option of an identified lender or lessor to redirect your payments from Snap-on Credit to such third-party lender or lessor. Regardless of such arrangement, so long as you are not in default of your lease, you will enjoy the rights of quiet enjoyment under your lease subject to remaining in compliance under your Franchise Agreement and all other agreements with Snap-on or Snap-on Credit.

At the end of the lease, you will have an option to purchase the van as follows: (i) if it is a new van, the residual or price at which you can purchase your van will be equal to 10% of the original cost of the van; (ii) if it is a used van, the residual will be a) 10% of the financed amount of the van at the time you enter into the lease, b) 10% of the original cost of the van or (c) \$1.00. The higher the residual, the lower your monthly payments. While Snap-on Credit prefers the \$1.00 residual for a used van, it determines the actual residual with a goal of keeping the monthly lease payment no greater than \$50.00 more than the monthly lease payment for a new van.

If you do not elect to purchase the van, you must return it at your cost to a location designated by Snap-on Credit in the same condition it was delivered to you, reasonable wear and tear excepted, otherwise you will be required to pay for the cost of refurbishing the van.

You may be permitted to prepay your lease. However, if you do, you will be responsible for all invoiced and outstanding amounts due plus a prepayment fee of up to three months' lease payments. If you elect to purchase the van during the term of the lease, you will also have to pay the discounted value of the remaining lease payments, plus the purchase option (calculated at the lease rate). If you return the van at any time during the term of the lease, you will have to pay for the cost of refurbishing and you are responsible for the cost of returning the van to a destination designated by Snap-on Credit. If you become a Standard Franchisee, your Van Lease and Maintenance Agreement will continue during the term of your Standard Franchise. Otherwise, upon termination of your Gateway Franchise, you may return the van in the same condition it was delivered to you, reasonable wear and tear excepted. You will not pay a prepayment fee, but you will be responsible for all outstanding amounts due plus weekly payments through the end of termination, plus a termination fee equal to one month's lease payment, plus the cost of refurbishing the van and shipping it to a destination designated by

Snap-on Credit. You are also required to give written notice to Snap-on Credit 14 days prior to terminating your lease. Default under your lease may lead to default of your Gateway Franchise Agreement. Snap-on Credit or CIT may assign the lease without notice to you (Section 17, Vehicle Lease Agreement). Upon assignment the assignee may have rights, which prevent you from setting off claims you may have against Snap-on Credit or a third party leasing source.

You are required to assist Snap-on Credit in completing the titling and registration of your van.

Maintenance Fee. You will be responsible to maintain your leased van in good condition. You are required to participate in the van maintenance program, which requires you to pay an additional \$50.00 per week (\$216 per month) van maintenance fee. Maintenance fee payments are used as a fund from which certain of your maintenance obligations can be paid. While this fee amount may not cover all of your maintenance needs, in most cases it will cover a majority of routine maintenance expenses. Snap-on Credit pays up to \$10.00 per participating Gateway Franchisee per month to the administrator of the van maintenance program, but the amount is subject to change at any time. On the effective date of this disclosure document, the van maintenance program is administered by an unrelated third party, but Snap-on, Snap-on Credit or one of their affiliates may, in the future, administer the van maintenance program and in such event payments would be made to them. In the event you terminate your van lease earlier than the scheduled termination date, or do not elect to exercise any purchase option at the scheduled termination date, you will forfeit any balance in the maintenance fund.

Third-Party Agreements and Payment of Lease and Maintenance Fee. You must enter into separate agreements with Snap-on Credit or third parties containing the terms and conditions of the van lease and the requirements of the van maintenance program. Payment is made through a weekly direct debit in an amount sufficient to cover van lease and van maintenance fee payments. This debited amount will be deposited with Snap-on Credit in advance of each month's lease and van maintenance fee payment due date. You must also pay any shortages or extra charges provided under your van lease and any maintenance expenses not covered by the van maintenance fee payments.

Credit Programs

Snap-on Credit, at its option and in its sole discretion, makes credit programs available to you to finance certain sales to your customers. The primary program, as of the date of this disclosure document is the Extended Credit Program. Snap-on Credit may amend, terminate or supplement any or all of the Credit Programs at any time.

Under the Extended Credit Program, you receive credit for **Products** sold immediately after the sale rather than waiting for your customer to pay for the **Product** over time. Under certain other programs, Snap-on may make direct sales to customers on your List of Calls on an installment basis and you will receive credits as your customers make installment payments. You do not have to participate in any Credit Program, including the Extended Credit Program.

Extended Credit Program. If you choose to participate in the Extended Credit Program, you must adhere to the requirements for use of electronic commerce, collect on these accounts, assist in repossessions and participate in losses in accordance with the terms of the Franchisee Servicing Agreement between you and Snap-on Credit (the "Franchisee Servicing Agreement"). See Appendix I.2. Under the Franchisee Servicing Agreement, Snap-on Credit can assign accounts written by another franchisee or Snap-on to you for collection. The Franchisee Servicing Agreement you enter into will continue if you do not sign a new Franchisee Servicing Agreement when you become a Standard Franchisee.

As a participant in the Extended Credit Program, you must set up the Snap-on Credit software interface and complete the Snap-on Credit Automated Remittance Agreement, a copy of which is attached as Appendix I.8. You should use the automated credit application submission process within the interface to send the application and receive approval to enter into a Credit Sale Contract also referred to as an Extended Credit contract (an "EC Contract") each time a customer makes a purchase on credit under this program. You then assign the EC Contract to Snap-on Credit with limited recourse to you for bad debts. Before entering into the EC Contract, you must receive pre-approval from Snap-on Credit. In some instances when Snap-on Credit does not provide pre-approval, you may be able to assign certain unapproved EC Contracts subject to full recourse to you as provided in the Program Manual. Reporting and updates to customer balances are obtained through the interface. Snap-on Credit provides you with the capability of writing electronic EC Contracts (paperless, with a hard copy provided to the customer). To use the electronic EC Contract program, Snap-on Credit requires that you must use an electronic signature apparatus. This is included in the technology package provided to you by Snap-on without additional cost to you. You can remit monies collected by using the interface to authorize Snap-on Credit to direct debit your business checking account ("ACH") for the amount of the funds collected. As of the effective date of this disclosure document, you may be charged up to \$150 in any month that Snap-on Credit allows you to either submit a paper EC Contract or submit collected funds in any manner other than ACH. This fee is subject to change by Snap-on Credit at any time. EC Contracts contain language assigning the contract to Snap-on Credit. Snap-on Credit has the right to revise the forms of agreements you use or to otherwise modify this program at any time.

When Snap-on Credit receives and accepts an EC Contract, Snap-on Credit will advise Snap-on to credit your Snap-on statement for the total net cash price of the sale less the applicable EC Reserve Requirement, which is held by Snap-on to cover your share of bad debt losses and other obligations. The EC Reserve Requirement is determined by Snap-on Credit and will range between 0% and 15%. The total held by Snap-on as a reserve will generally not exceed the Reserve Requirement percentage and in any event should not exceed 15% of the total outstanding balance of EC Contracts you assign to Snap-on Credit, plus any others that you service but may not have written. In determining your EC Reserve Requirement, Snap-on Credit considers your EC Contract delinquency, credit quality and performance with respect to collection of EC Contracts and other serviced paper. It is possible that you will be given the opportunity to participate in a program in which you will use a portion of the EC reserve to pay for your cost of participating in such other program, which will result in a decrease in the amount of your EC reserve. Although not required to do so, Snap-on currently credits the excess of this reserve to you through a credit to your Snap-on statement three times a year.

Your share of bad debt losses will generally not exceed 25% of the outstanding balance due from the customer on your assigned Extended Credit accounts, except that Snap-on Credit may charge you 100% of the unpaid final balance of any EC Contract if (i) Snap-on Credit determines fraudulent or other improper actions on your part (or your employee's part) are involved, including the failure to remit payments received from customers, the failure to notify Snap-on Credit of the repossession, return or trade of merchandise covered by an EC Contract or any misrepresentations to Snap-on or Snap-on Credit or (ii) the EC Contract is written and assigned to Snap-on Credit subject to a full recourse arrangement you agree to at the time of assignment. To participate in the Extended Credit Program, you agree to collect Extended Credit payments and other payments as required in the Franchisee Servicing Agreement. You must remit these payments on a weekly basis, assist in repossessions and repurchase repossessed merchandise on EC Contracts related to customers on your List of Calls. See Repossession below.

Because control of delinquency is so important to the success of this program, your participation may be terminated by Snap-on Credit if you fail to meet the delinquency metrics established for you from time to time by Snap-on Credit.

Snap-on Credit may assign all or any portion of its rights under the Franchisee Servicing Agreement, including any Leases and Dealer Paper (including any Extended Credit Contracts) held under the Franchisee Servicing Agreement.

Repossessions. Under the Credit Programs, you must repurchase **Products** or other merchandise which you sold or leased or which is security for accounts written by others and assigned to you to service which Snap-on Credit later repossesses (with or without your assistance) after a customer default. Your repurchase price will generally be the Fair Market Value (defined in the Operations Manual) as of the date of repossession of the **Products** or other merchandise under the applicable credit contract. At the time the **Products** or other merchandise are repossessed, Snap-on Credit will charge you 25% of the bad debt loss on the contracts covering such repossessed **Products** or other merchandise under the Extended Credit Program. Sometimes your purchase of repossessed **Products** or other merchandise may cause you to have all of the rights and obligations of a secured party of the customer regarding the repossessed **Products** or other merchandise. This means you may have the duty to give the customer notices and repay the customer for any excess proceeds you realize on later resale of the **Products** or other merchandise.

Open Accounts

You may enter into short-term credit sales contracts with businesses ("Open Accounts") on 30-day terms or 30-60-90 day terms and request that we accept assignment of them. We will charge you for the total unpaid amount of an Open Account if your customer fails to pay us within sixty (60) days of invoice on 30 day accounts or within 7 days of any installment date for 30-60-90 day accounts, but will credit you for any payments later made on these accounts. The Snap-on Program governs Open Accounts. Any Open Account obligations incurred during the term of your Gateway Franchise Agreement will continue if you become a Standard Franchisee.

General

Finance Program Changes. For all of the financing programs offered by Snap-on Credit or Snap-on, the description above is effective as of the date of this disclosure document only, and Snap-on Credit or Snap-on can discontinue offering or revise or modify any program at any time. These modifications may include new and different credit programs with qualifications, credit availability and loss liability different from those now in effect (for example, Snap-on Credit may provide otherwise unavailable credit for customer purchases if you accept increased liability or recourse for the sale).

Security Interest. For each of the Finance programs described above, unless otherwise specified, Snap-on or Snap-on Credit, as the case may be, will secure your obligation by a first security interest in your business assets including all inventory, parts, accounts, equipment, business vehicles, reserve accounts and all replacements and proceeds.

Arbitration; Waiver. For each of the finance programs described above, all disputes under the applicable program documents are subject to arbitration and you agree to waive your right to a jury trial and in the case of the Snap-on Credit Van Lease Program, you waive any claims against Snap-on Credit or CIT arising out of the use or warranty of the van (Sections 6, 26 and 28 of the Vehicle Lease Agreement).

The Franchisee Servicing Agreement and the Vehicle Lease Agreement contain grounds for termination of those agreements and acceleration of your obligations, separate from grounds for termination of the Gateway Franchise Agreement set forth in the Gateway Franchise Agreement.

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

Except as listed below, we need not provide any assistance to you.

We agree in the Standard Franchise Agreement and Gateway Franchise Agreement to provide several services to you. Neither the Standard Franchise Agreement nor the Gateway Franchise Agreement specifies whether we must provide them before or after you begin to operate under your franchise.

Obligations We Will Perform Before You Open Under Your Franchise.

We will perform the following obligations before you begin to operate under your franchise:

Standard Franchise:

Sale of Products. We will make available an initial inventory of **Products**, which you may purchase at our suggested retail price, less any discounts in effect when we receive your orders. We can change the **Products**, suggested retail prices, and available franchisee discounts without notice (Standard Franchise Agreement, §7.A.).

Uniforms. Except Trial or Gateway Franchisees converting to a Standard Franchise and franchisees purchasing a Transfer Franchise or Renewal Franchise, we provide you with uniforms, without cost to you, with a franchisee cost of \$400 (Standard Franchise Agreement §8.I.; Addendum to Snap-on Tools Standard Franchise Agreement (Transfer Franchise); Addendum to Snap-on Tools Standard Franchise Agreement (Renewal Franchise); Addendum to Snap-on Standard Franchise Agreement (Gateway Franchisee Becoming a Standard Franchisee)).

Technology Package. Except for Gateway Franchisees converting to a Standard Franchise, and franchisees purchasing a Renewal Franchise or Transfer Franchise, we provide you, without charge to you, with a technology package that includes your computer, loaded with applicable software, a printer and electronic signature pad (Standard Franchise Agreement, §8.J.; Addendum to Snap-on Tools Standard Franchise Agreement (Transfer Franchise); Addendum to the Snap-on Tools Standard Franchise Agreement (Renewal Franchise); Addendum to the Snap-on Tools Standard Franchise Agreement (Gateway Franchisee Becoming a Standard Franchisee)).

Standard Franchise Operations Manual. We will provide you on loan for the term of your Standard Franchise Agreement access to a Standard Franchise Operations Manual, which may include sections on policies and procedures for the Credit Programs. The Standard Franchise Operations Manual may be provided in paper or electronic format (including posting on a Snap-on sponsored intranet site) or combination thereof and will be licensed to you for the duration of your Standard Franchise Agreement. You will be required to return all copies of the Standard Franchise Operations Manual in your possession when you cease operation as a franchisee (Standard Franchise Agreement, §5).

Training. We will conduct an initial training program for you. A Gateway Franchisee converting to become a Standard Franchisee or a renewal franchisee will not receive this training (Standard Franchise Agreement, §7.C.; Addendum to Snap-on Tools Standard Franchise Agreement (Gateway Franchisee Becoming a Standard Franchisee); Addendum to Snap-on Tools Standard Franchise Agreement (Renewal Franchise)).

Gateway Franchise:

Inventory of Products. We will provide you with an initial inventory of **Products**, on consignment from us with an approximate suggested retail price between \$109,000 to \$112,000 (Gateway Franchise Agreement, §7.A.).

Uniforms. We provide you with uniforms, without cost to you, with a franchisee cost of \$400 (Gateway Franchise Agreement, §8.I.).

Technology Package. We provide you with a technology package that includes your computer, loaded with applicable software, a printer and electronic signature pad (Gateway Franchise Agreement, §8.J.).

Gateway Franchise Operations Manual. We will provide you on loan for the term of your Gateway Franchise Agreement access to a Gateway Franchise Operations Manual, which may include sections on policies and procedures for the Credit Programs. The Gateway Franchise Operations Manual may at our election be in paper or electronic format (including posting on a Snap-on sponsored intranet site) or a combination thereof and will be licensed to you for the duration of your Gateway Franchise Agreement. You will be required to return all copies of the Gateway Franchise Operations Manual in your possession either when you cease operation as a franchisee or when you convert to a Standard Franchise (Gateway Franchise Agreement, §5).

Training. We will conduct an initial training program for you (Gateway Franchise Agreement, §7.E.).

Van Merchandise Displays and Safety Equipment. We will provide you with current van merchandise displays for the proper display of certain **Products** on your van and certain safety equipment with an approximate cost between \$1,600 and \$4,000 on consignment (Gateway Franchise Agreement 7.F.).

Time between Signing the Franchise Agreement and Opening of Your Franchise. Typically, the length of time between signing the Franchise Agreement and the beginning of operations ranges from three to six weeks. You agree to this time period separately with us. Factors affecting the length of this period include obtaining financing, obtaining a van, equipping the van with any necessary fixtures and the initial inventory of **Products**, and completing our training program. Depending on whether you receive a fully merchandized van, you will be required to spend between 10 and 60 hours to inventory and if necessary, merchandise your van with the initial inventory. If you convert from a Gateway Franchise to the Standard Franchise, you will commence operating under the Standard Franchise simultaneously with the termination of the Gateway Franchise.

Obligations to be met by us During the Operation of Your Franchise. We will provide the following services after you begin to operate under your franchise:

Sale of Products:

Standard Franchise – We will make **Products** available to you for purchase at our suggested retail price, less any discounts in effect when we receive your orders. When we receive an order, we will use reasonable efforts to ship all **Products** you order promptly to you or to another recipient at your direction. All sales of **Products** will be made on our standard terms of sale which are in effect at the time of the sale. You must pay all amounts due us through such means as we may prescribe in the Snap-on Program. We currently require that you pay us by direct debit of your bank account. We may refuse to ship additional **Products** to you while amounts due are unpaid or if your purchases and other charges exceed your credit limit. Also, there may be production delays, shipment delays, or other reasons why, in spite of our reasonable efforts, we cannot deliver **Products** you order in a timely manner. We are not liable for any delays in

shipment, or for failure to make any delivery of **Products**, because you did not pay invoices when due or exceeded your credit limit, or if we use reasonable efforts to deliver the **Products** (Standard Franchise Agreement, § 7.A.).

Gateway Franchise – We will make **Products** available to you for purchase at our suggested retail price, less any discounts in effect when we receive your orders. We can change the **Products**, suggested retail prices, and discounts without notice. When we receive an order, we will use reasonable efforts to ship all **Products** you order promptly to you or to another recipient at your direction. All sales of **Products** will be made on our standard terms of sale applicable to Gateway Franchisees which are in effect at the time of the sale. You must pay all amounts due us through such means as we may prescribe in the Snap-on Program. We currently require that you pay us by direct debit of your bank account. We may refuse to ship additional **Products** to you while amounts due are unpaid or if your purchases and other charges exceed your Invoice Line of Credit. Also, there may be production delays, shipment delays, or other reasons why, in spite of our reasonable efforts, we cannot deliver **Products** you order in a timely manner. We are not liable for any delays in shipment, or for failure to make any delivery of **Products**, because you did not pay invoices when due or exceeded your credit limit, or if we use reasonable efforts to deliver the **Products** (Gateway Franchise Agreement, §7.B.).

Approved Tools. You can request permission to sell items other than **Products** by notice to us sufficiently in advance of offering them for sale. Our consent is required to sell these items and we will not unreasonably withhold our consent and may revoke such consent (Standard Franchise Agreement, §8.E. and Gateway Franchise Agreement, §8.E.).

Retail Prices. We periodically provide you with suggested retail prices for the **Products** (Standard Franchise Agreement, §8.G. and Gateway Franchise Agreement, §8.G.).

General Assistance. As we deem appropriate, we will provide you with reasonable access to our knowledge and expertise in the Snap-on Program, together with business forms, information on bookkeeping and operational methods, inventory control methods, **Product** knowledge, and sales and marketing advice. This assistance may be in the form of our representative riding with you as you call upon customers, the distribution of printed and filmed material, meetings, telephone, internet and other electronic communications (Standard Franchise Agreement, §7.B. and Gateway Franchise Agreement, §7.D.).

Reserve Accounts. We will maintain the following reserve account for you if you are a Standard Franchisee other than if you are purchasing a Renewal Franchise: a Deferred RA Account, into which we will place your RA Deposit and against which we will charge for credit we extend to you to finance RAs and to purchase **Products** (Standard Franchise Agreement, §10.A.). We maintain for both Standard Franchisees and Gateway Franchisees the Reserve Account (“E.C. Reserve Account”) into which Snap-on Credit deposits between 0% and 15% of the net cash price for **Products** you sell, when the account is purchased by Snap-on Credit under the Extended Credit Program. Snap-on Credit may charge against the E.C. Reserve Account if a customer who financed a purchase under an Extended Credit Program defaults. We hold the E.C. Reserve Account at the direction of and for the benefit of Snap-on Credit. Snap-on Credit may apply the EC Reserve Account to any bad debt loss (Franchisee Servicing Agreement, §11 and §12.). We may commingle these reserve accounts with our general funds and may apply these accounts to other obligations you owe to us.

Modifications of the Snap-on Program. We (and our subsidiaries and affiliates) may change or modify the Snap-on Program, including the adding or removing of **Products**, adopting new administrative forms, adopting and using new or modified Trademarks or deleting Trademarks or copyrighted materials, and modifying methods for selling **Products**. The Snap-on Program

includes the Credit and Lease Programs and the Franchise Finance Program (Standard Franchise Agreement, §6 and Gateway Franchise Agreement, §6.)

Credit Programs. As described in Item 10, Snap-on Credit may make the Credit Programs available to you to finance sales to your customers. Snap-on Credit may revise the Credit Programs during the term of your Franchise Agreement. If you participate in any Credit Program, Snap-on Credit may accept the assignment of contracts that you offer. The Franchisee Servicing Agreement and the Snap-on Program govern EC Contracts and other credit programs offered from time to time (Standard Franchise Agreement and Gateway Franchise Agreement, §10.C. and §10.D.; Franchisee Servicing Agreement, pages 1 through 8.)

Advertising. We conduct advertising of Snap-on **Products** in trade magazines and other print media which are national in scope. This advertising is created both in-house and through national advertising agencies. We may also conduct certain other specialized or regional advertising promotions during the term of your Franchise Agreement, and we may make arrangements for certain promotions where suppliers to the automotive aftermarket will supply coupons or other discount certificates to customers on the List of Calls. You must accept these coupons or certificates in accordance with the terms of the promotion (as we announce), and the sales you make under the promotion will be subject to a handling charge. This handling charge will result in a reduced discount in your purchase price for these **Products**. We are not required to advertise in the area in which your List of Calls is located.

All advertising and promotional materials you use must comply with advertising guidelines which we publish. You must submit any advertising or promotional materials not purchased from us, our affiliates or approved suppliers to us at least 60 days before use for our approval. If we fail to respond within 60 days the advertising is deemed approved.

There is no advertising council of franchisees and we currently have no plan to form one. You are not required to participate in any advertising cooperative or any other advertising fund.

Electronic Cash Register/Point of Sale System. We provide Standard Franchisees (other than Gateway Franchisees converting to a Standard Franchise, renewal franchisees and franchisees purchasing the assets of an existing franchisee) and Gateway Franchisees at no additional cost to you with a technology package through our current supplier, Arlington Computers. We may change our supplier at any time. This package enables you to run the proprietary software described below, which allows you to manage the day-to-day operation of your business. You will place orders for **Products** with us, keep accurate pricing information, print customer receipts, prepare and submit Credit Sales contracts to Snap-on Credit, make payments to Snap-on and Snap-on Credit, process credit card transactions, keep track of amounts owed to you by your customers and generally do all of your recordkeeping through this system. The exact content of the technology package may be changed from time to time in our sole discretion.

If you are purchasing a Renewal Franchise, a Transfer Franchise or converting from a Gateway Franchise to a Standard Franchise and your computer and other hardware components do not meet Snap-on's then-current requirements, you will be required to purchase the necessary computer and/or other hardware components at your cost and expense.

While we reserve the right, we do not intend to require that you change your computer and other hardware components more often than every 30 months, but you will be required every 30 months to update your computer and other hardware components included in the technology package to the current minimum specifications we require at that time at your cost and expense. We estimate that the current cost of the technology package is approximately \$2,700, but of course, at the time of update, the cost may have increased. If you fail to update your computer

when required, we have the right (but not an obligation) to purchase a computer and other hardware components included in the then-current technology package for you, and you will be required to pay us for the computer and other hardware components.

The Software Used in Conjunction with the Technology Package is as follows:

DSS OnLine Software Package. As of the date of this disclosure document, we license and distribute to Standard Franchisees and Gateway Franchisees DSS OnLine software package (“DSS OnLine”) as agent for an outside vendor, Hatala Systems Group, Inc. (“Hatala”) 517 East Border Street, Arlington, Texas, 76010, Telephone: (800) 611-6846. You must sign the DSS OnLine Agreement with us for this software. This agreement is attached as Appendix I.5.A. You must pay us the initial Computer Software License Fee (not applicable to renewal franchisees and not payable by Gateway Franchisees until they become Standard Franchisees), which is currently \$770, plus any applicable tax (See Item 5). Standard Franchisees must also pay a monthly maintenance fee of \$26 for the provision of maintenance by Hatala in accordance with the terms of the DSS OnLine Agreement. It is possible that we might directly provide the maintenance rather than having it provided through Hatala. You are required to have a separate computer and DSS software for each additional van (as well as additional franchise). A Gateway Franchisee becoming a Standard Franchisee will pay the Computer Software License Fee in effect at the time of conversion and will commence the payment of the monthly maintenance fee at that time. The maintenance fee is subject to change and may increase during the term of your Standard Franchise Agreement.

MFS OnLine Software Package. As of the date of this disclosure document, we license and distribute MFS OnLine software as an agent for Hatala. This is an optional software package that is available to Standard Franchisees who have multiple vans, to assist them in managing their business. It is only available to Standard Franchisees licensed to use a minimum of two copies of DSS OnLine software. This software is available for an initial license fee of \$350, including shipping and handling and does not require a monthly maintenance fee, as long as you continue to have licenses for a minimum of two copies of DSS OnLine software. Your license for MFS OnLine software will automatically terminate if you no longer are a licensee of a minimum of two copies of DSS OnLine software. You must sign the MFS OnLine License Agreement, which is attached as Appendix I.5.B. The initial MFS OnLine license fee is subject to change and we reserve the right in the future to charge a maintenance fee during the term of your Standard Franchise Agreement.

DSS OnLine and MFS OnLine software are the proprietary property of Hatala, licensed to us. As of the date of this disclosure document, there are no compatible or equivalent programs available to use in place of DSS OnLine.

Snap-on Software Package. We have developed and are piloting a proprietary software system as a replacement for DSS OnLine and MFS OnLine. If you are a Standard Franchisee receiving the Snap-on Software Package and have not previously paid the Computer Software License Fee, you will be required to pay it and sign the Snap-on Tools Software License and Support Agreement attached as Appendix I.5.C. If you are a Standard Franchisee you will also pay a monthly maintenance fee of \$26.00 for maintenance by Snap-on, which may be changed by Snap-on during the term of your franchise. A Gateway Franchisee will not pay a Computer Software License Fee or monthly maintenance fee until conversion to a Standard Franchise. We expect to commence licensing the Snap-on Software Package for use by both Standard Franchisees and Gateway Franchisees during the effective period of this disclosure document. Depending on when you sign a Franchise Agreement, you may receive either DSS OnLine or the Snap-on Software Package. It is likely that during the term of your Franchise Agreement that DSS OnLine will be decommissioned and you will be required to convert to the Snap-on Software Package. In such case, you will be required to sign the Snap-on Tools Software License and

Support Agreement but will not be required to pay a Computer Software License Fee if you paid that fee for DSS OnLine.

Before you begin operations, you will enter all pertinent information relating to your List of Calls into your computer. We will train you in using DSS OnLine or the Snap-on Software Package, as applicable, during your initial new franchisee training, with continuing training, as necessary, during Business Contacts (See "Snap-on's Training Program" below). Once you begin operations, you must keep your computer records up-to-date by entering all orders you place with us and approved suppliers and all customer tool orders into the computer. This includes cash sales, Revolving Accounts, Extended Credit Contracts, Open Accounts and Equipment Leases.

Provided you enter all stock orders, customer transactions and required adjustments properly, DSS OnLine and the Snap-on Software Package will also generate inventory and sales reports that you can use to evaluate your business and prepare stock orders. DSS OnLine and the Snap-on Software Package enable you to transmit and receive stock orders and other information via electronic mail. Under the Snap-on Program, you must submit periodic reports to us.

We have developed an interface with DSS OnLine, and will have an interface with the Snap-on Software Package, also known as ACH, to allow you to pay your weekly statement by authorizing us to direct debit your business checking account for the amount you authorize each week. You are required to use this program and must sign up through DSS OnLine or the Snap-on Software Package.

You are required to use various third-party software in order to use DSS OnLine and will need to do so with the Snap-on Software Package. As of the effective date of this disclosure document, there is no charge for such use by the third-party vendors.

We may require through the Snap-on Program that you purchase and use additional or different software during the term of your Franchise Agreement.

We will have independent access to the information and data on your computer regarding customer data, **Product** inventory and sale information. There is no contractual limitation on our use of this information.

Franchisee Web Page. We currently have a web site www.snapon.com, which we make available to our franchisees for Franchise Web Pages. This is currently made available to the franchisees without any cost to the franchisee; however, we may in the future impose a charge for this service and may terminate this support at any time. As long as we offer this support, you are required to participate and sign the Franchisee Web Page Participation Agreement attached as Appendix I.9. Under this Agreement, we may at any time substitute the web site with a different site or cease providing the support for this program.

E-mail Address. We also provide to every franchisee an email address under the snapon.com domain. The address format for the email address is firstname.lastname@snapon.com, and franchisees can access the web mail function at <http://access.snapon.com> using a Company-assigned username and password. Franchisees should check the Snap-on web email system regularly as important Company communications and notifications are distributed via email. You must have a reliable internet service to support this communication.

Other Electronic Communication. We may also require during the term of your franchise that you subscribe, at your expense, to other types of communication, such as electronic point of sale equipment, computer equipment, operating software, communications services, web pages, intranets, extranets, portals and other electronic and computer systems, software, services and

the like for communicating (with us, your customers and others), invoicing, accounting, record keeping, reporting and other franchise operations. Any or all of these services, software, equipment and providers may be designated by us. We have the right under both the Standard Franchise Agreement and the Gateway Franchise Agreement to control all aspects of electronic commerce and communication used in the operation of your franchise. We make or plan to make additional information available to you on the internet. We may require that any and all communications with us be made through the internet or such other electronic medium as we designate. You may be required to access the internet or other electronic information on a regular basis to obtain full benefit of the Snap-on Program. We are 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. The manner, implementation and use of such systems, software, equipment and providers in the operation of Snap-on franchises and their respective specifications and requirements may change from time to time during the term of your Franchise Agreement. We cannot estimate future costs for such changes as may occur.

Operations Manual. Snap-on currently makes the Standard Franchise Operations Manual for Standard Franchisees and Gateway Franchise Operations Manual for Gateway Franchisees available on the Dealer Portal, which is an intranet site available to Snap-on franchisees. The table of contents of the Standard Franchise Operations Manual as of January 31, 2011, is set forth on Appendix M.1. As of January 31, 2011, the Standard Franchise Operations Manual has a total of 72 pages, plus appendices containing an additional 45 pages. The table of contents of the Gateway Franchise Operations Manual as of January 31, 2011, is set forth on Appendix M.2. As of January 31, 2011, the Gateway Franchise Operations Manual has a total of 70 pages, plus appendices containing an additional 45 pages. We may revise the Standard Franchise Operations Manual and Gateway Franchise Operations Manual at anytime during the term of your Franchise Agreement and may do so electronically or by paper or a combination thereof (Standard Franchise Agreement §6 and Gateway Franchise Agreement §6).

Snap-on's Training Programs. Before you begin the operation of your franchise, we provide you with New Franchisee Training. If you are a Gateway Franchisee and you convert to the Standard Franchise, you will not be provided training at the time of conversion, since you will have received substantially the same training prior to becoming a Gateway Franchisee. All Standard Franchisees, Gateway Franchisees and employees of a Standard Franchisee who will operate an Expansion Franchise or additional van must satisfactorily complete New Franchisee Training, or in the case of an employee operating an additional van, the portions of New Franchisee Training applicable to that employee. New Franchisee Training is not provided to you if you are purchasing a Renewal Franchise.

As of February 5, 2011, we provide the following New Franchisee Training. The amounts of time allocated to each training component on the chart below are an estimate of the maximum amount of time devoted to each component. Your actual training may take less time.

Training Program

Subject	Hours of Classroom Training ¹	Hours of On-the-Job Training ²	Location ³
Orientation on Being a Snap-on Franchisee	3.5		Ft. Worth, Texas
Selling Skills	14		Ft. Worth, Texas
Tote & Promote	1.5		Ft. Worth, Texas
Computer Training	13.5		Ft. Worth, Texas

Subject	Hours of Classroom Training ¹	Hours of On-the-Job Training ²	Location ³
Introduction to Product Knowledge - Basics	1		Ft. Worth, Texas
Business Management	3		Ft. Worth, Texas
Credit Programs	2.25		Ft. Worth, Texas
Product Knowledge - Hand Tools	4		Ft. Worth, Texas
Collections	3.25		Ft. Worth, Texas
Product Knowledge – Tool Storage	3.5		Ft. Worth, Texas
Product Knowledge – Trade-ins	1		Ft. Worth, Texas
Product Knowledge – Diagnostics	1		Ft. Worth, Texas
Product Knowledge – Power Tools	2		Ft. Worth, Texas
Review (Exam)	2		Ft. Worth, Texas
In-Field Training Application of the Snap-on Program (“Field initial training”)		135 hours (45 hours per week)	In your Franchise Route

NOTES

- ¹ You may be assigned evening work during the classroom training at our training facility, which is currently located in Ft. Worth, Texas. We may, during the effective period of this disclosure document, change the location of our training facility. A Regional Training Manager is in charge of classroom training and will usually be assisted by a Snap-on Credit training manager and Field Management. In addition to the Regional Training Manager, trainers can include Snap-on Credit trainers, Franchisee Developers, Sales Developers and other employees having experience that we determine makes them qualified to conduct training. We use training binders, Power Point slides, video and point of sale software as our training materials. We also introduce you to the Operations Manual. The number of years of experience with the Snap-on Program will vary by individual. The Regional Training Managers have between 12 and 35 years of experience with the Snap-on Program.
- ² On-the-job training will be conducted by Snap-on personnel, including a Franchisee Developer, Sales Developer or Business Manager. All personnel conducting training have field experience with the Snap-on Program and franchise operation, or have other experience that we determine makes them qualified to conduct training. The number of years of experience with the Snap-on Program will vary by individual. We use the New Franchisee Training Checklist, Franchise Performance Checklist, point of sale software and electronic Operations Manual as training materials. This training will last a minimum of three weeks, and we estimate that each week you will spend 45 hours. We will determine the exact period based on our estimate of the progress you make.
- ³ Our training school is currently located in Fort Worth, Texas, but Snap-on reserves the right to relocate it at any time.

We conduct *classroom training* following the execution of a Standard Franchise Agreement or Gateway Franchise Agreement and before you begin operations. We conduct the *Field initial training* at the time you begin operations. We plan to be flexible in scheduling training to accommodate both you and our personnel. For calendar year 2011, we have scheduled 43 separate classes for classroom training. Field initial training will be scheduled around the classroom training you will attend.

If you add an additional van through the Expansion Program, your employee will receive the classroom initial training as described above. Since you are primarily responsible for training

your employee, we will not provide Field initial training or schedule on-going training for your employee. This is solely your responsibility. You may, with the consent of your Regional Manager, designate your employee to receive on-going training which you are entitled to receive. If you participate in the Expansion Program through an Expansion Franchise, we will provide the same New Franchisee Training to your employee on the same terms as received by any new Standard Franchisee.

You will not incur a separate charge for training at the time you purchase your Standard Franchise or Gateway Franchise or add an additional van. We provide, at no additional cost to you, an airline ticket (or train ticket in rare cases) for travel to our training facility for classroom training and we arrange for and pay for your lodging and meals while at the training facility. You will be responsible only for incidental expenses you incur, such as the cost of getting to the airport from which you depart. We reserve the right under both the Standard Franchise Agreement and Gateway Franchise Agreement to modify the cost of New Franchisee Training and ongoing training, including the expenses you are required to pay to attend such training.

If you participate in the Expansion Program, it is your sole responsibility to replace any employee who leaves your employment for any reason. We do require that before a new employee begins servicing customers, he or she must attend Classroom initial training. We currently charge a separate training fee of \$1,800 for each additional employee (after the first) during a calendar year to attend classroom training for an Expansion Franchise or additional van.

As a Gateway Franchisee, you will receive a payment of \$800 per week for three consecutive weeks, payable at the end of each week, commencing with the week during which you begin classroom training. This subsidy is not applicable to a Sales Representative or Company Store Manager who becomes a Gateway Franchisee.

Between five months and six months after you begin operating your business, at a time determined by Snap-on, you will be required to attend New Franchisee Training 2 at our training school located in Ft. Worth, Texas, or such other location as we designate. This consists of approximately 12 hours of training (usually on Friday and Saturday) and is intended to reinforce previous training after you have had actual experience operating your franchise. There will be no charge by Snap-on for this additional training and you will be provided with an airline ticket (or train ticket in rare circumstances) and we arrange for and pay for your lodging and meals while at our facility. You will be responsible for your incidental expenses. During calendar year 2011, we plan on conducting 25 separate classes of New Franchisee Training 2.

Once you begin operation of your franchise as either a Standard Franchisee or a Gateway Franchisee, you must participate in Franchise Performance Team ("FPT") meetings (if provided by us) as part of your on-going training. We generally hold these meetings once per month, but may hold them more or less frequently as we determine appropriate. Sales techniques, **Product** information and other aspects of the Snap-on Program will be discussed at these meetings. There currently is no fee for FPT meetings, but you must pay all of your own expenses to attend these meetings. Depending on the geographic location of your List of Calls, the number of franchisees, franchisee employees and Independents in your FPT will vary.

You may be required to attend periodic refresher or advanced training courses and programs we provide. For example, we may require attendance at refresher training courses if you fail to satisfy our minimum standards in any BC (Business Contact). A Business Contact is a personal review and evaluation session conducted by your Business Manager or other qualified Snap-on employee or representatives as we deem appropriate. The BC evaluates your adherence to and compliance with the Snap-on Program. Additional training programs will be at times and places which we designate. The duration and content of these programs will vary depending upon the

type of additional training. You will pay all of your expenses in attending such programs and we may charge a fee for this training.

We reserve the right to make changes in the training program without notice to you.

ITEM 12 TERRITORY

We grant you the right, subject to the terms provided below, to use the Snap-on Program, and to purchase **Products** from us for resale only at the locations identified on your List of Calls. “**Products**” are the tools and equipment *manufactured and/or distributed by us* and made available by us for resale by our franchisees.

The List of Calls consists of a series of business addresses or “stops” at which we have determined that there are, or should be, tool users who purchase their own tools. While the number of potential customers on a List of Calls will vary to some extent from franchisee to franchisee, it is our intent that each List of Calls contains at least 200 potential Core Customers at the time a Franchise Agreement is signed. Potential “Core Customers” are full-time professional mechanics and other customers in the automotive after-market and related markets who are required to furnish their own tools in the normal course of their business. Remember, these are potential Core Customers, which does not mean that they all will purchase Products from you or that they all are creditworthy. It simply means that it is up to you to sell Products on terms you deem appropriate to the potential Core Customers at locations on your List of Calls. The business located at a stop and/or the number of potential Core Customers located at a stop will change from time to time during the term of your Franchise Agreement. It is not possible for us to assure you that you will have the same number of potential Core Customers, or even 200 potential Core Customers, during the entire term of your Franchise Agreement, particularly in markets which have negative economic changes.

If you acquire an additional van under the Expansion Program the number of potential Core Customers on the additional van List of Calls will be established between you and your Regional Manager and will generally be less than 200 potential Core Customers. In addition to Core Customers, the List of Calls identifies potential additional tool purchasers either at the same or additional business addresses who are not considered potential Core Customers according to Snap-on's criteria, but to whom you are allowed to sell **Products** and are identified as potential “Exception Customers”.

You will receive the List of Calls along with the completed Standard Franchise Agreement or Gateway Franchise Agreement at least seven calendar days prior to signing your Franchise Agreement, which will allow you to understand the potential Core Customers and Exception Customers on your List of Calls prior to signing the Franchise Agreement. It is important that you use this time to be sure that you are satisfied with your List of Calls before you sign your Franchise Agreement. It is your responsibility to perform this due diligence, but if you request, we will provide you with assistance in analyzing your List of Calls, which may even include making a Snap-on employee or other representative of Snap-on available to ride through some or all of the stops on your List of Calls to help you identify stops and potential customers and answer questions you might have prior to signing your Franchise Agreement. At the time you sign your Franchise Agreement, you will be requested to sign the Acknowledgement Regarding List of Calls (the “Acknowledgement”) attached as Appendix I.10. If any statements in the Acknowledgement are not accurate, you should not sign the Acknowledgement.

If you are a Gateway Franchisee converting to become a Standard Franchisee, all or part of the List of Calls granted to you as a Standard Franchisee may be different than the List of Calls

granted to you as a Gateway Franchisee. To the extent that your List of Calls as a Standard Franchisee contains stops that are the same as you called on as a Gateway Franchisee, we will assume that you are familiar with the stops and potential customers and how to evaluate your List of Calls without providing additional assistance. If you are purchasing a Renewal Franchise, your List of Calls will ordinarily contain stops that you previously serviced and based on your experience, we do not make additional assistance available to you.

You will not receive an exclusive territory. You may face competition from us or other third parties or from other channels of distribution or competitive brands that we control (as described in this Item 12).

Except as provided below, during the term of your Franchise Agreement, if you are not in default under your Franchise Agreement, Snap-on will not sell, or license others to sell, **Products** at those locations identified on your List of Calls without your consent. Snap-on and its affiliates sell or may in the future sell **Products** bearing the principal trademark or other trademarks owned by Snap-on or its affiliates at locations in the geographic area near the stops described on the List of Calls.

You are not permitted to use the Snap-on Program or sell **Products** at any location not identified as a stop on your List of Calls (even if the location is adjacent to or near stops on your List of Calls), or to any customer or purchaser who moves to a location not identified as a stop on your List of Calls. You may not use alternative methods of distribution, such as the internet or catalogs, to sell to customers that are not at locations on your List of Calls. If you want to use the Snap-on Program or sell **Products** at any location not on your List of Calls, you must notify your Business Manager and request that the additional location(s) be added to your List of Calls. We, in our sole business judgment, will determine whether to add these additional location(s) to your List of Calls. We will not unreasonably withhold our consent to add these locations, and the determination as to whether additional location(s) will be added to your List of Calls is based on a number of factors such as the number of customers and potential customers on your List of Calls, the proximity of the additional location(s) to stops on your List of Calls and the service provided by you to customers and potential customers on your List of Calls. If you participate in the Credit Programs, under the Franchisee Servicing Agreement, you agree to collect from customers not on your List of Calls (including at their homes) at the request of Snap-on Credit (See Item 10).

You may relocate your franchise only with our prior written approval, which we may grant in our sole business judgment. Any approval of a relocation is subject to route availability and requires that you are in full compliance with all agreements you have with Snap-on and our affiliates. If you relocate your franchise and you are operating under the Standard Franchise Agreement, you may be required to enter into our then-current form of Standard Franchise Agreement or we may accomplish the relocation by an amendment to your existing Standard Franchise Agreement. It is not likely that a Gateway Franchisee will be allowed to relocate but if so, you will continue under the original Gateway Franchise Agreement.

We may offer you an Expansion Franchise or the opportunity to add an additional van under your existing franchise if you have consistently met Snap-on's standards for quality, service and professionalism and otherwise meet Snap-on requirements for expansion as determined from time to time by Snap-on. You do not have a right of first refusal or any similar right to acquire additional franchises or add additional vans to an existing franchise.

Adjustment to List of Calls. Weekly visits by you to customers, high quality service to customers and the solicitation of potential customers at stops on your List of Calls are essential elements of the Snap-on Program. We reserve the right to adjust your List of Calls and the number and/or location of stops on your List of Calls if we determine in our sole business judgment that these changes are necessary because of existing or future competition,

inadequacy of service to customers, inadequacy of solicitation of potential customers, or other reasons which we deem relevant. We will provide you written notice of an adjustment to your List of Calls (which notice shall identify the stops added to, or deleted from, your List of Calls) at least 10 days before the adjustment takes effect.

We may make such surveys of customers at stops on your List of Calls as we, in our sole business judgment, believe are necessary or advisable for the purpose of determining the number of customers and/or potential customers on your List of Calls, the frequency and quality of your service to customers or for any other purpose that we reasonably determine is appropriate.

If you are a Standard Franchisee purchasing the assets of an existing Snap-on franchisee through Snap-on's Transfer Program, we will update and develop a List of Calls. This List of Calls is likely to differ from the List of Calls serviced by your predecessor franchisee, although it is our intent to provide as similar a List of Calls as possible.

National Accounts Program. We reserve the right to develop and operate the Snap-on National Accounts Program and other related programs. Through these programs, we (or our designee) sell and/or distribute **Products**, tools, equipment, other merchandise and services to purchasers on a national or regional contract basis. You will receive a brokerage fee on sales of **Products** made through the Snap-on National Accounts Program directly to customers on your List of Calls, according to a commission schedule which we periodically publish. These programs do not offer commissions on all merchandise (that is, merchandise which is not a **Product**). Also, in some cases, we will not determine the merchandise distributed through the program, which will be selected by the customer on whose behalf we (or our affiliates) run the program (such as an original equipment manufacturer who designates the use of certain tools or equipment by its mechanics). These policies and procedures are subject to change.

Industrial Stops. We exclusively reserve to ourselves the right to contact and sell **Products** to industrial users, railroads, manufacturers, central purchasing offices, government installations and institutions (including schools) and all other potential customers who require scientific information, special devices, special services and/or technical and engineering data or who require special procurement procedures ("Industrial Stop(s)"). If an Industrial Stop employs professional mechanics who purchase their own tools, we may, but we are not obligated to, include that Industrial Stop on your List of Calls only for the purpose of permitting you to sell **Products** to those mechanics. This is known as a "Dual Stop." We, in our sole business judgment, determine whether a stop or customer is an Industrial Stop or a Dual Stop.

The Student Excellence Program ("SEP") is administered by Snap-on Industrial and offers special pricing for students training to be technicians in auto, diesel, collision repair, aircraft maintenance and other tool using disciplines. Unless specific permission is granted, franchisees are not permitted to service schools, and SEP program pricing to these students is not offered through franchisees.

Internet Sales. We do sell **Products** which customers can order over the internet. While the typical internet customer is not a professional mechanic, it is possible that a customer on your List of Calls might place a direct order with us over the internet for the purchase of a **Product**. While this is not a sale of a **Product** at a location on your List of Calls, it is our policy to ask customers placing an internet order if they have a franchisee servicing them and if the customer gives the name of the franchisee, we provide a commission on the internet sale to the franchisee servicing the customer. This is our current policy, which we may change at any time, including eliminating the payment of a commission.

Racing Teams. We sponsor various racing teams and as part of the sponsorship provide tool storage units and other tools and equipment, which are **Products**, to the teams. You will not receive any compensation for **Products** provided by Snap-on to a racing team even if the racing team is on your List of Calls. We believe that this ultimately benefits franchisees that have a racing team on their List of Calls by having the team use Snap-on tools rather than the tools of a competitor. Most of our franchisees do not have racing teams on their List of Calls.

Other Channels of Distribution. We and our affiliates may sell tools and equipment through various channels of distribution during the term of your Franchise Agreement. The tools and equipment which we and our affiliates make available through these different channels of distribution may be **Products**, or may be similar in design and functionality to the **Products** that you sell. In some instances, distribution through these other channels may include **Products** which will be sold near locations on your List of Calls or may include tools and equipment which are similar in design and functionality to **Products** and may be sold to customers on your List of Calls.

We reserve the right to establish or utilize other channels of distribution using the trademark “Snap-on” or different trademarks. These channels of distribution encompass sales by us and third parties to distributors, customers and consumers and may include, without limitation, catalog sales, telemarketing or other direct marketing sales, mail order, retail sales, internet sales and other forms of electronic commerce. The trademarks and brand names may include Snap-on, Blue-Point, BAHCO, Blackhawk, Hofmann, Kansas Jack, Williams, Sioux, John Bean, Mitchell¹, and new trademarks that may include the trademark “Snap-on”. We may establish some of these channels of distribution through acquisition.

Except as otherwise provided above, we do not intend to sell or license others to sell **Products** at the locations on your List of Calls. However, in the event that any sale of **Products** takes place at the locations on your List of Calls, we will on a case by case basis use reasonable efforts to resolve conflicts (if any) that may result from these sales.

We may sell other items, including licensed merchandise and products and services under the trademark “Snap-on” or trademarks that include the trademark “Snap-on” directly to consumers, customers or to resellers.

Repair Systems and Information Group. We have a network of Diagnostics Sales Developers who provide sales support and product training for certain Snap-on products in the United States. If a Diagnostics Sales Developer is assigned to work with you, he/she will assist you in the sale of Snap-on branded equipment. Diagnostics Sales Developers will work with certain of our franchisees to identify sales leads and respond to customer needs. The level of assistance and amount of time made available by the Diagnostics Sales Developers for sales assistance and product training to customers at stops on a List of Calls will vary from franchisee to franchisee and you may not receive any dedicated assistance or service under this Program. The Diagnostics Sales Developer also plans to sell Snap-on branded equipment directly, including by means of electronic commerce and internet sales, and other direct sales. You will share in the proceeds of these sales if they are to customers at locations on your List of Calls either through the franchisee discount program, or through a brokerage fee program for these sales. We make no representations as to the brokerage fees or sales commissions you may make through these programs. We will determine the terms of these programs and may change them during the term of your Franchise Agreement including potentially to suspend or terminate the assistance and service being provided to you by any Diagnostics Sales Developer.

Equipment Sales Through Snap-on Equipment. Snap-on Equipment offers equipment under trademarks other than Snap-on, including John Bean, Hofmann, Blackhawk and Kansas Jack, for sale directly to customers, including customers who may be on your List of Calls. Some of this

equipment may be similar in design and functionality to **Products** and may be marketed to customers on your List of Calls. You will be encouraged to provide leads Snap-on Equipment regarding customers on your List of Calls who have an interest in purchasing certain equipment marketed by Snap-on Equipment, such as aligners, wheel balancers, tire changers, and brake lathes. If a sale is consummated to the customer on your List of Calls within 60 days after you provide this lead, you will receive a brokerage commission. If Snap-on Equipment makes a sale to a customer on your List of Calls for which you have not provided the lead or more than 60 days after you provide the lead, no brokerage commission will be paid. We make no representation as to the brokerage commissions you may make through this program. We will periodically determine the terms of this program, including products which will qualify for brokerage commission and the rate of commission paid. We may change the terms of this program during the term of your Franchise Agreement, including the right to discontinue the payment of any brokerage commission.

ITEM 13 TRADEMARKS

You will be granted the right to use the “Snap-on” name in the operation of your franchise. “Snap-on” is a registered Trademark. You will also be granted the right to use other trademarks, service marks, trade names, advertising and other commercial symbols in the operation of your franchise in the manner we authorize. You will not be permitted to use the name “Snap-on” or any other trademark in the name you select for your business or in any unauthorized manner. The principal trademark of the Snap-on Program is “Snap-on” for which Snap-on Incorporated owns a number of registrations issued by the United States Patent and Trademark Office. Snap-on Incorporated licenses certain of these trademarks to us and allows us to license them to you. Information regarding the “Snap-on” marks and others, those of which have been registered with the United States Patent and Trademark Office on the Principal Register or for which an application has been filed are set forth in Appendix C. Snap-on Incorporated also asserts common law rights in all of these marks. All registrations listed are currently effective. Any of these registrations which have required renewal to be currently valid have been renewed. All required affidavits of use have been filed.

Neither we nor Snap-on Incorporated is obligated by the Standard Franchise Agreement, the Gateway Franchise Agreement, or otherwise to protect any rights to use the trademarks or to protect you against claims of infringement or unfair competition with respect to the trademarks. You must notify us immediately when you learn about an infringement of or challenge to any of the trademarks. We will directly or through Snap-on Incorporated take the action we think appropriate and we have the right to control any litigation or other proceeding. If we elect to use a name other than “Snap-on” to identify the Snap-on Program, we may select another name and the Snap-on Program and your Franchise Agreement will be deemed amended to substitute that name. You must modify or discontinue use of any of the trademarks upon notice from us, and you must pay all expenses for modifying or discontinuing use.

There are no currently effective material determinations by the United States Patent and Trademark Office, the Trademark Trial and Appeal Board, the Trademark Administrator of any court, nor is there any pending infringement, opposition or cancellation proceeding nor any pending material litigation involving the principal trademark. We are not aware of any superior prior rights or infringing uses which could materially affect your use of the principal trademark. There are no agreements currently in effect which significantly limit our rights to use or license the use of the principal trademark in a manner material to your franchise.

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We, along with Snap-on Incorporated, own patents on a number of the **Products** that you will be permitted to resell in the operation of your franchise under either a Standard Franchise Agreement or Gateway Franchise Agreement. Those patents are identified in Appendix D. We along with Snap-on Incorporated claim copyright ownership in all materials provided by us, including the catalogue featuring the **Products**, the advertising and promotional materials that you may receive or purchase from us and the Operations Manual. Snap-on Incorporated also asserts copyright in certain software incorporated into **Products**. We intend and Snap-on Incorporated intends to renew these copyrights. While we have not directly or through Snap-on Incorporated or any of our affiliates obtained any copyright registrations for the other materials referenced above; all of this information is proprietary. Except for these rights, our rights in the Snap-on Program (See Item 1) and our (or Snap-on Incorporated, as applicable) proprietary software rights (See Item 11), we do not own any rights in or to any patents, copyrights or proprietary information that are material to your franchise.

There are no currently effective determinations of, or pending proceedings in, the United States Patent and Trademark Office, the Library of Congress or any court concerning patents or copyrights that are material to the operation of your franchise. We are not aware of any infringing uses that could materially affect your use of the patents or copyrights. There are no agreements currently in effect that significantly limit our rights to use or license the use of the patents or copyrights. We are not obligated by the Franchise Agreement or otherwise to protect any rights that you have to use the patents or copyrights.

In both the Standard Franchise Agreement and Gateway Franchise Agreement, you acknowledge that we own the Snap-on Program, which includes, but is not limited to, our trade secrets, your List of Calls, the Operations Manual and any other manuals we provide to you. We will disclose the Snap-on Program to you only in confidence and solely for the purpose of enabling you to operate your franchise, and you have no right to disclose any part of it to anyone other than your employees in your Snap-on business, Snap-on employees or other Snap-on franchisees. We are entitled to obtain injunctive relief in addition to any other legal or equitable remedies we may have upon a breach of these provisions by you.

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

Unless we otherwise agree in writing, you alone must personally make all regular sales and service calls on potential customers on your List of Calls. This requirement will not apply to an Expansion Franchise or additional van under the Expansion Program or if we waive the requirement. You must use your best efforts to promote aggressively and develop fully the sales of **Products** to these potential customers, and maintain an inventory of **Products** in at least the minimum amount specified in the Snap-on Program so that you can maximize your sale of **Products**. Unless we otherwise agree in writing, you must call on every potential customer at stops on your List of Calls at least once a week, again so that you can maximize your sale of **Products** and provide the service expected by Snap-on customers. You must refrain from engaging in activities that would conflict with these purposes and you must devote full business attention and efforts to these purposes.

During the first three years of the operation of your Standard Franchise and during the term of your Gateway Franchise, you may not take more than 10 working days of vacation during any 12-month period. After that, you may take reasonable vacation time but not more than 10

working days in a row. You must advise customers of your vacations and make arrangements for them to continue payment of their credit accounts.

We make available to our existing Standard Franchisees, who qualify, the opportunity to purchase an Expansion Franchise or add an additional van to an existing Standard Franchise under the Expansion Program. The Expansion Program is not available to franchisees under a Gateway Franchise. A Standard Franchisee may not add a Gateway Franchise as an additional franchise under the Expansion Program. If you take part in the Expansion Program, you will be required to sign either a new Standard Franchise Agreement for the Expansion Franchise or an Additional Van Addendum if adding an additional van to your existing Standard Franchise. You will also be required to sign all other documents required for a new Standard Franchise if adding an Expansion Franchise. In the case of both an additional Standard Franchise and additional van you will be required to sign a general release for any claims against us that arose prior to the date the document is signed, then for the Expansion Franchise or additional van only, we will waive the requirement that you personally service the customers on the List of Calls. A copy of the release currently used is attached as Appendix I.11.A. You must hire an employee to service the customers associated with that van or franchise. Your employee, under your direct supervision, will then have to service those customers and comply with all the requirements of the Snap-on Program and your Franchise Agreement just as you would, including all service obligations, although you are ultimately responsible for compliance with those requirements. Your employee must complete to our satisfaction all training requirements (to the extent we offer such employee training) for new franchisees. See Item 11 for a further description of training requirements for your employees. Your employee must sign a written agreement to maintain confidential information and trade secrets. You are responsible for complying with any and all employment, tax, insurance, and other laws applicable to your employees. You are solely responsible to hire a qualified employee (who we must approve in advance) to replace any employee who terminates his employment. If you fail to do this on a timely basis it can result in a breach of your Franchise Agreement.

If you are adding an Expansion Franchise or additional van, we recommend that you have an assistant. While in most instances we prohibit an assistant from driving the van and calling on customers without you being present, we do recommend that multiple van operators be off of the van to spend time working with and developing employees. The number of days we recommend is one-half day per week when you have two vans, two days per week when you have three vans and an additional one day per week for each van you operate over three. These recommendations are applicable whether you add a van under an additional Standard Franchise Agreement or as an additional van under an existing Franchise Agreement. Since you must continue to provide service to your customers while you are off the van, the assistant will be permitted to drive the van and service customers without you being present in this case. The assistant is your employee and you are solely responsible for the employee issues discussed above. Your assistant must sign a written agreement to maintain confidential information and trade secrets.

If a Standard Franchise Agreement is issued to a corporation or limited liability company or if a Standard Franchise Agreement is assigned to a corporation or limited liability company, the corporation or limited liability company may not be used to conduct any business other than the Snap-on business. In determining to grant a Standard Franchise, even if it is issued to a corporation or limited liability company, we rely on the qualifications of you as an individual rather than the qualifications of the corporation or limited liability company and therefore we require that you individually participate in the business as described herein. You must individually own in excess of 50% of the outstanding shares of stock of a corporation or membership interest in a limited liability company to whom a Standard Franchise Agreement is issued or transferred, and you must sign a personal guaranty and remain personally liable for all obligations under the Standard Franchise Agreement and all other agreements you enter into with us. You will also

have to sign a personal guaranty and remain personally liable for all obligations under the Franchise Finance Program or any other agreement you have with Snap-on Credit. If you are a Gateway Franchisee, you are not permitted to assign ownership of your franchise to a corporation or limited liability company while you operate under a Gateway Franchise Agreement.

You may not subfranchise, sublicense or in any way delegate or transfer your rights in your franchise except as permitted under the Snap-on Transfer Program or as Snap-on otherwise expressly permits in writing.

ITEM 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

Except as discussed in this Item and Item 8, you may offer and sell only **Products** (tools and equipment manufactured and/or distributed by us and made available by us for resale by our franchisees and Independents). You may sell **Products** only to customers on your List of Calls (See Item 12). You are not restricted in the **Products** you elect to sell, but you must carry and offer to sell “new **Products**” (See Item 8). You may not sell **Products** to any person or entity who is purchasing **Products** for resale. We have the absolute right to add to or delete from the **Products** that you can sell. There are no limits on our rights to do so.

You must also assist us in honoring all warranties on **Products**. This will require that you perform service on tools and equipment at the customer’s place of business. To the extent you are not qualified to repair an item, you will assist the customer in getting it to the proper repair facility. This is the quality service expected by your customers. You do not receive compensation from Snap-on for performing these services. It is not possible to estimate the amount of time you will be required to spend on warranty work to properly service your customers. We have the right to change the warranties at any time and this may result in additional warranty work for you.

You may sell or offer for sale merchandise other than **Products** only with our express, prior written consent, which we will not unreasonably withhold, but which we may later revoke (“**Approved Tools**”). We can, and likely will, refuse to approve specific items of merchandise as **Approved Tools** if this merchandise directly competes with **Products**. The restrictions regarding **Approved Tools** do not apply to merchandise that you take as a trade-in from a customer or items which are purchased from an approved supplier designated by us (for a discussion of **Approved Tools**, see Item 8).

These restrictions as to the goods that you may sell are not conditioned on your meeting defined sales efforts or results.

ITEM 17 RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the franchise and related agreements. In addition to the Standard Franchise Agreement and Gateway Franchise Agreement, we have included separate tables for the Loan and Security Agreement, Franchisee Servicing Agreement and Vehicle Lease Agreement because of their significance to the franchise. You should read these provisions in the agreements attached to this disclosure document.

STANDARD FRANCHISE AGREEMENT

Provision	Section in Standard Franchise Agreement	Summary
a. Length of the franchise	Section 2, Paragraph 1 of Addendum to Snap-on Tools Standard Franchise Agreement (Renewal Franchise)	10 years; 5 years for a Renewal Franchise.
b. Renewal or extension of the term	Section 3, Paragraph 2 of Addendum to Snap-on Tools Standard Franchise Agreement (Renewal Franchise)	You can add one term of 5 years. Not applicable to a Renewal Franchise. Snap-on may grant an additional 5-year renewal if you meet Snap-on's then-current requirements for renewal.
c. Requirements for franchisee to renew or extend	Section 3	<ul style="list-style-type: none"> ▪ Prior written notice between 9 months and 12 months prior to expiration, ▪ Meet new franchise standards, ▪ Compliance with all agreements, ▪ Satisfy all monetary obligations, ▪ Sign general release, a copy of the form currently used is attached as Appendix I.11.B, ▪ Comply with current qualifications and training requirements, ▪ Pay renewal fee of 50% of then-current initial license fee, ▪ Have not engaged in activities that would impair relationship, ▪ You may be asked to sign a contract with materially different terms and conditions than your original contract. You will be required to sign then-current forms of agreements
d. Termination by franchisee	Section 19	Termination with cause 30 days after written notice of default and failure to cure.
e. Termination by franchisor without cause	Not applicable	
f. Termination by franchisor with cause	Section 20	Snap-on can terminate only if you default.
g. "Cause" defined-curable defaults	Section 20.C.	<p>10 days to cure nonpayment and 30 days to cure any other default not listed in h. below, including a failure to:</p> <ul style="list-style-type: none"> ▪ Comply with Franchise Agreement or Snap-on Program, ▪ Submit required reports, ▪ Act in a manner consistent with Snap-on image, ▪ Maintain neat and clean appearance, Promote and develop sales of Products, and provide weekly service.
h. "Cause" defined-non curable defaults	Sections 20.A and 20.B	<p>Non curable defaults:</p> <ul style="list-style-type: none"> ▪ Bankruptcy, insolvency and similar defaults, ▪ Death or incapacity, ▪ Failure to satisfy material final judgment, ▪ Falsification of reports, misrepresentation or dishonesty, ▪ Ceasing operation, ▪ Felony or other crime or conduct which may adversely affect the Snap-on Program, ▪ Engaging in public conduct that reflects materially and unfavorably on the Snap-on Program, its reputation and goodwill, ▪ Sale of Products to a customer on another franchisee's List of Calls and failure to credit that franchisee for that sale, ▪ Offer to sell Products by general publication, ▪ Sale or offer of Products to a customer not on List of Calls after notice to cease, ▪ Threat or danger to public health or safety, ▪ Failure to meet start-up requirements, ▪ Termination or default (beyond cure period) under other agreement with Snap-on or its affiliates, ▪ Violation of confidentiality provisions, ▪ Three defaults in twelve-month period, ▪ Unapproved assignment or transfer, ▪ Inability to perform duties under Franchise Agreement for period of 30 days.

Provision	Section in Standard Franchise Agreement	Summary
i. Franchisee's obligations on termination/nonrenewal	Section 21	<ul style="list-style-type: none"> ▪ Continued compliance with confidentiality requirements (<i>also see r., below</i>) and other agreements, ▪ Payment of all amounts due, ▪ Return of all manuals and other materials, ▪ Discontinuance of any trademark use and advertising, ▪ Stop doing business in a way that gives the impression you are still a Snap-on franchisee.
j. Assignment of contract by franchisor	Section 18.A	No restriction on Snap-on's right to assign.
k. "Transfer" by franchisee - defined	Section 18.B	Includes transfer or encumbrance of any interest in franchisee (if franchisee is a corporation or limited liability company), the Standard Franchise Agreement or the assets of the franchisee.
l. Franchisor approval of transfer by franchisee	Sections 18.B and 18.C	Snap-on has the right to approve all transfers and will not unreasonably withhold approval.
m. Conditions for franchisor approval of transfer	Sections 18.B and 18.C	<ul style="list-style-type: none"> ▪ Interest being transferred must first be offered to Snap-on (<i>see n., below</i>), ▪ Snap-on must approve terms, ▪ You must satisfy all monetary obligations and comply with all agreements, ▪ Sign a general release, a copy of the current form used is attached as Appendix I.11.C, ▪ Transferee must qualify and sign Snap-on's then-current Franchise Agreement, satisfactorily complete training and pay the transfer fee. <p>Separate conditions exist for transfer to your corporation or limited liability company ("Corporate Standard Franchisee"). They are: i) the individual Standard Franchisee owns more than 50% of the Corporate Standard Franchisee, ii) evidence of ownership must be restrictively endorsed, iii) sign Snap-on assignment document and guarantee obligations of Corporate Standard Franchisee, iv) provide documents requested by Snap-on and v) Corporate Standard Franchisee grants Snap-on security interest in assets.</p>
n. Franchisor's right of first refusal to acquire franchisee's business	Section 18.D	Snap-on can match any offer for your business.
o. Franchisor's option to purchase franchisee's business	Not applicable	
p. Death or disability of franchisee	Section 20.A.(5)	Standard Franchise Agreement terminates in accordance with Snap-on's survivorship policy.
q. Non-competition covenants during the term of the franchise	Sections 1, 8.C, 8.D, 8.E, 8F and 22	You are not permitted to sell any merchandise other than Products and Approved Tools . You are permitted to sell only to customers on the List of Calls. You may not compete during the term of the Franchise Agreement.
r. Non-competition covenants after the franchise is terminated or expires	Section 22	No direct or indirect solicitation or sale of competing products to any customer on the List of Calls at termination for the shorter of 12 months or the length of time your Franchise Agreement was in effect.
s. Modification of the agreement	Sections 5, 6 and 26	No modifications without mutual agreement but Snap-on Program and Operations Manual subject to change.
t. Integration/merger clause	Section 26	For matters governed by the Standard Franchise Agreement, only the terms of the Franchise Agreement and other agreements signed with it are binding. Any other promises may not be enforceable. Snap-on makes no other promises, arrangements or agreements except in the Standard Franchise Agreement. Our integration/merger clause does not disclaim the representations made in this disclosure document.

Provision	Section in Standard Franchise Agreement	Summary
u. Dispute resolution by arbitration or mediation	Section 25	Except for certain provisional remedies, disputes arising out of the termination of your business or the termination or nonrenewal of the Standard Franchise Agreement, must be mediated prior to arbitration. Except for certain provisional remedies, all disputes must be arbitrated at the office of the American Arbitration Association closest to your Regional Sales Office. If not in your home state, you can require an office in your home state. The arbitration will be governed by the Federal Arbitration Act and the rules of the American Arbitration Association will apply.
v. Choice of forum	Section 25	You and Snap-on consent to jurisdiction for enforcement of arbitration decisions or awards, and for enforcement of provisional remedies (see u., above).
w. Choice of law	Section 27	Law of state in which your Snap-on Regional Sales Office is located at the time Franchise Agreement is signed applies (except to the extent the Federal Arbitration Act may apply in u., above).

GATEWAY FRANCHISE AGREEMENT

Provision	Section in Gateway Franchise Agreement	Summary
a. Length of the franchise	Section 2	2 years.
b. Renewal or extension of the term	Section 2 and 3	Subject to applicable law, you may not renew or extend the term, but you may convert to a Standard Franchise.
c. Requirements for you to convert to Standard Franchise	Section 3	Conditions to convert to a Standard Franchise: <ul style="list-style-type: none"> ▪ Meet requirements for Standard Franchise, ▪ Compliance with all terms of Gateway, ▪ Satisfy all monetary obligations, ▪ Sign all then required documents for a Standard Franchise, ▪ Sign a general release, a copy of the current form is attached as Appendix I.11.D ▪ Pay then-current initial license fee for a Standard Franchise, ▪ Achieve an average of at least \$7,000 per week in paid sales and \$5,000 per week in RA collections during any ten consecutive week period during the 52-week period preceding Franchisee's notice of a desire to convert, ▪ Provide notice of desire to convert between 6 months and 12 months prior to expiration.
d. Termination by franchisee	Section 19	Termination with cause 30 days after written notice of default and failure to cure.
e. Termination by franchisor without cause	Not applicable	
f. Termination by franchisor with cause	Section 20	Snap-on can terminate only if you default.
g. "Cause" defined-curable defaults	Section 20.C.	10 days to cure nonpayment and 30 days to cure any other default not listed in h. below, including a failure to: <ul style="list-style-type: none"> ▪ Comply with Franchise Agreement or Snap-on Program, ▪ Submit required reports, ▪ Act in a manner consistent with Snap-on image, ▪ Maintain neat and clean appearance, ▪ Promote aggressively and develop sales of Products, and provide weekly service.
h. "Cause" defined-non curable defaults	Sections 20.A and 20.B	Non curable defaults: <ul style="list-style-type: none"> ▪ Bankruptcy, insolvency and similar defaults, ▪ Death or incapacity, ▪ Failure to satisfy material final judgment, ▪ Falsification of reports, misrepresentation or dishonesty, ▪ Ceasing operation;

Provision	Section in Gateway Franchise Agreement	Summary
		<ul style="list-style-type: none"> ▪ Felony or other crime or conduct which may adversely affect the Snap-on Program; ▪ Engaging in public conduct that reflects materially and unfavorably on the Snap-on Program, its reputation and goodwill, ▪ Sale of Products to a customer on another franchisee's or Independent's List of Calls and failure to credit that franchisee for such sale, ▪ Offer to sell Products by general publication, ▪ Sale or offer of Product to a customer not on List of Calls after notice to cease, ▪ Threat or danger to public health or safety, ▪ Failure to meet start-up requirements, ▪ Termination or default (beyond cure period) under other agreement with Snap-on or its affiliates, ▪ Violation of confidentiality provisions, ▪ Three defaults in twelve-month period, ▪ Unapproved assignment or transfer, ▪ Inability to perform duties under Franchise Agreement for period of 30 days, ▪ Failure to maintain minimum inventory, ▪ After 12 months, failure to either have at least average paid sales of \$5,600 or RA collections of \$4,000 both during the 6-week period preceding the measurement and from the effective date of the Franchise Agreement through the date of measurement.
i. Franchisee's obligations on termination/nonrenewal	Section 21	<ul style="list-style-type: none"> ▪ Continued compliance with confidentiality requirements (also see r, below) and other agreements, ▪ Payment of all amounts due, ▪ Return of all manuals and other materials, ▪ Discontinuance of any trademark use and advertising, ▪ Stop doing business in a way that gives the impression you are still a Snap-on franchisee, ▪ Return Consigned Inventory and other Products purchased by you. If Products returned do not have an aggregate value at least equal to the sums owed to Snap-on or affiliates, pay the difference after applying Gateway Franchise Equity Payments.
j. Assignment of contract by franchisor	Section 18.A	No restriction on Snap-on's right to assign.
k. "Transfer" by franchisee - defined	Section 18.B	Includes transfer or encumbrance of any interest in franchisee, the Gateway Franchise Agreement or the assets of the franchisee.
l. Franchisor approval of transfer by franchisee	Section 18.B	Subject to applicable law not permitted
m. Conditions for franchisor approval of transfer	Section 18.B	Not applicable.
n. Franchisor's right of first refusal to acquire franchisee's business	Not applicable	
o. Franchisor's option to purchase your business	Not applicable	
p. Death or disability of franchisee	Section 20	Gateway Franchise Agreement terminates in accordance with Snap-on's survivorship policy.
q. Non-competition covenants during the term of the franchise	Sections 1, 8.C, 8.D, 8.E, 8.F and 22	You are not permitted to sell any merchandise other than Products and Approved Tools . You are permitted to sell only to customers on the List of Calls. You may not compete during the term of the Gateway Franchise Agreement.
r. Non-competition covenants after the franchise is terminated or expires	Section 22	No direct or indirect solicitation or sale of competing products to any customer on the List of Calls at termination for the shorter of 12 months or the length of time your Gateway Franchise Agreement was in effect.
s. Modification of the agreement	Sections 5, 6 and 26	No modifications without mutual agreement but Snap-on Program and Operations Manual subject to change.

Provision	Section in Gateway Franchise Agreement	Summary
t. Integration/merger clause	Section 26	For matters governed by the Gateway Franchise Agreement, only the terms of the Franchise Agreement and other agreements signed with it are binding. Any other promises may not be enforceable. Snap-on makes no other promises, arrangements or agreements except in the Gateway Franchise Agreement. Our integration/ merger clause does not disclaim the representations made in this disclosure document.
u. Dispute resolution by arbitration or mediation	Section 25	Except for certain provisional remedies, disputes arising out of the termination of your business or the termination or nonrenewal of the Gateway Franchise Agreement, must be mediated prior to arbitration. Except for certain provisional remedies, all disputes must be arbitrated at the office of the American Arbitration Association closest to your Regional Sales Office. If not in your home state, you can require an office in your home state. The arbitration will be governed by the Federal Arbitration Act and the rules of the American Arbitration Association will apply.
v. Choice of forum	Section 25	You and Snap-on consent to jurisdiction for enforcement of arbitration decisions or awards, and for enforcement of provisional remedies (see u., above).
w. Choice of law	Section 27	Law of state in which your Snap-on Regional Sales Office is located at the time Franchise Agreement is signed applies (except to the extent the Federal Arbitration Act may apply in u., above).

LOAN AND SECURITY AGREEMENT

Provision	Section in Loan and Security Agreement	Summary
a. Length of the franchise	Not applicable	
b. Renewal or extension of the term	Not applicable	
c. Requirements for you to renew or extend	Not applicable	
d. Termination by franchisee	Not applicable	
e. Termination by Snap-on Credit without cause	Not applicable	
f. Termination by Snap-on Credit with cause	Section 6	Snap-on Credit can accelerate the loan only if you default.
g. "Cause" defined curable defaults	Section 6.c.	10 days to cure nonpayment. 30 days to cure any default not listed in h., below, including failure to comply with requirements and covenants or submit required reports.
h. "Cause" defined non curable defaults	Section 6.a and 6.b	<ul style="list-style-type: none"> ▪ Bankruptcy, insolvency and similar defaults, ▪ Death or incapacity, ▪ Ceasing to be a franchisee; ▪ Material final judgment, ▪ Untrue representation or warranty, ▪ Falsification of reports, misrepresentation or Dishonesty, ▪ Decrease of equity in the franchise, ▪ Default (beyond cure period) under any other agreement with Snap-on, ▪ Credit, Snap-on, or Snap-on's affiliates, ▪ Termination of any guarantee.

Provision	Section in Loan and Security Agreement	Summary
i. Franchisee's obligations on termination/nonrenewal	Sections 2(e), 3(i) and 7 (also, if applicable, RA Development Loan Addendum and RA Development Note)	Upon default Snap-on Credit may terminate the Loan and Security Agreement if the loan has not been disbursed, refuse to disburse additional loan amounts, declare the entire unpaid amount of your unpaid liabilities due and payable, sell, transfer or foreclose on any or all of the collateral, or apply any amounts received or held by Snap-on Credit to your obligations. You must pay any amounts owed plus any prepayment fees.
j. Assignment of contract by Snap-on Credit	Section 9.h	No restriction on Snap-on Credit's right to assign agreement.
k. "Transfer" by franchisee defined	Section 9.h	Includes transfer of Loan and Security Agreement.
l. Snap-on Credit's approval of transfer by franchisee	Section 9.h	Snap-on Credit has the right to approve all transfers of agreement.
m. Conditions for Snap-on Credit's approval of transfer	Not applicable	
n. Snap-on Credit's right of first refusal to acquire your business	Not applicable	
o. Snap-on Credit's option to purchase your business	Not applicable	
p. Death or disability of franchisee	Section 6.a.	Loan and Security Agreement automatically terminates without notice.
q. Non-competition covenants during the term of the franchise	Not applicable	
r. Non-competition covenants after the franchise is terminated or expires	Not applicable	
s. Modification of the agreement	Section 9.j.	No modifications without mutual agreement, but amendment signed by you can be enforced against you.
t. Integration/merger clause	Section 9.l	The agreement contains all agreements between you and Snap-on Credit on this subject matter.
u. Dispute resolution by arbitration or mediation	Section 9.a	Except for certain provisional remedies, disputes arising out of the termination of your business or the termination or nonrenewal of the Loan and Security Agreement, must be mediated prior to arbitration. Except for certain claims for provisional remedies, all disputes must be arbitrated at the office of the American Arbitration Association closest to your Regional Sales Office. If not in your home state, you can agree to an office in your home state. The arbitration will be governed by the Federal Arbitration Act and the rules of the American Arbitration Association will apply.
v. Choice of forum	Section 9.a	The parties consent to jurisdiction for enforcement of arbitration decisions or awards, and for enforcement of provisional remedies (see u., above).
w. Choice of law	Section 9.m	Law of state of Illinois (except to the extent the Federal Arbitration Act may apply in u., above).

FRANCHISEE SERVICING AGREEMENT

Provision	Section in Franchising Servicing Agreement	Summary
a. Term of the agreement	18	10 years or the remaining term of the Franchise Agreement, whichever is less.
b. Renewal or extension of the term	Not applicable	
c. Requirements for you to renew or extend	Not applicable	
d. Termination by franchisee	Section 19.	Termination of agreement without cause upon 30 days advance written notice.
e. Termination by Snap-on Credit without cause	Not applicable	
f. Termination by Snap-on Credit with cause	Section 20.	Snap-on Credit can terminate only if you default.

Provision	Section in Franchising Servicing Agreement	Summary
g. "Cause" defined-curable defaults	Sections 20(d), 20(c).	10 days to cure monetary nonpayment. 30 days (60 days in the case of a delinquency default) to cure a default not listed in h., below, including failure to comply with the requirements of the Franchisee Servicing Agreement or submit required reports.
h. "Cause" defined-non curable defaults	Sections 20(a) and 20(b)	Non curable defaults: <ul style="list-style-type: none"> ▪ Bankruptcy, insolvency and similar defaults, ▪ Ceasing to be a franchisee; ▪ Death or incapacity, ▪ Falsification of reports, misrepresentation or dishonesty, ▪ Remaining in default (beyond cure) under any other written agreement with Snap-on Credit Snap-on or affiliates, <ul style="list-style-type: none"> ▪ Three defaults in 12-month period.
i. Franchisee's obligations on termination / nonrenewal	Section 21	Upon termination of agreement, obligations include complete payment of all amounts due, continued compliance with all outstanding obligations, warranties and agreements incurred during term of Franchisee Servicing Agreement. Snap-on Credit will not purchase any additional Franchisee Paper or Leases following termination.
j. Assignment of contract by Snap-on Credit	Section 17	No restriction on Snap-on Credit's right to assign all or any portion of (i) Franchisee Servicing Agreement, (ii) Leases, or (iii) Franchisee Paper purchased by Snap-on Credit.
k. "Transfer" by franchisee-defined	Section 17	Includes transfer of agreement or rights or duties under the agreement.
l. Snap-on Credit's approval of transfer by franchisee	Section 17	Snap-on Credit has the right to approve any assignment or delegation of any rights or duties under the agreement.
m. Conditions for Snap-on Credit approval of transfer	Not applicable	
n. Snap-on Credit's right of first refusal to acquire your business	Not applicable	
o. Snap-on Credit's option to purchase your business	Not applicable	
p. Death or disability of franchisee	Section 20(a)	Franchisee Servicing Agreement automatically terminates without notice.
q. Non-competition covenants during the term of the franchise	Not applicable	
r. Non-competition covenants after the franchise is terminated or expires	Not applicable	
s. Modification of the agreement	Sections 4 and 22	No modifications without mutual agreement but Snap-on Program and Operations Manual subject to change.
t. Integration/merger clause	Section 27	Only the terms of the Franchisee Servicing Agreement are binding and it supersedes all other promises, arrangements or agreements, including the Dealer Credit Agreement or Dealer Servicing Agreement. If the Franchisee Servicing Agreement and the Franchise Agreement conflict, the Franchise Agreement shall control.
u. Dispute resolution by arbitration or mediation	Section 15	Except for certain provisional remedies, disputes arising out of the termination of your business or the termination or nonrenewal of the Franchisee Servicing Agreement, must be mediated prior to arbitration. Except for certain provisional remedies, all disputes must be arbitrated at the office of the American Arbitration Association closest to your Regional Sales Office. If not in your home state, you can agree to an office in your home state. The arbitration will be governed by the Federal Arbitration Act and the rules of the American Arbitration Association will apply.

Provision	Section in Franchising Servicing Agreement	Summary
v. Choice of forum	Section 15	You and Snap-on Credit consent to jurisdiction for enforcement of arbitration decisions or awards, and for provisional remedies.
w. Choice of law	Section 24	Law of state in which your Snap-on Regional Sales Office is located (except to the extent the Federal Arbitration Act may apply in u., above).

VEHICLE LEASE AGREEMENT

Provision	Section in Vehicle Lease Agreement	Summary
a. Term of the franchise	Not applicable	
b. Renewal or extension of the term	Section 21	If you are not in default, you may elect to enter into a lease renewal under terms agreed to between you and lessor.
c. Requirements for you to renew or extend	Not applicable	
d. Termination by franchisee	Section 23	If you terminate your franchise, you may elect to terminate prior to the end of lease within 14 days prior written notice, payment of all payments due, termination payment, repair and redelivery charges.
e. Termination by Lessor or Snap-on Credit without cause	Not applicable	
f. Termination by Lessor or Snap-on Credit with cause	Sections 15 and 16	Lessor may accelerate lease, sue for all rent payments and/or retake possession of vehicle upon event of default.
g. "Cause" defined-curable defaults	Not applicable	
h. "Cause" defined-non curable defaults	Sections 15 and 16	The following defaults may lead to Lessors remedies in item f. above: failure to pay; cessation of business; or cessation being a Snap-on franchisee; insolvency; bankruptcy; petition filed against franchisee; appointment of receiver or similar appointment; transfer of franchise; untrue or unperformed statements representations or warranties, non-release attachments or levies, bulk transfer; default under other agreements; death of a guarantor.
i. Your obligations on termination/nonrenewal	Section 13	You must redeliver the van and pay any amounts owed plus any prepayment termination, redelivery and other charges.
j. Assignment of contract by lessor	Section 17	No restrictions on Lessor's right to assign.
k. "Transfer" by franchisee-defined	Not applicable	
l. Snap-on Credit's approval of transfer by franchisee	Section 17	Franchisee may not assign, transfer all or part of lease or vehicle without Lessor's prior written consent or sublet or lend the vehicle for use by anyone other than franchisee or franchisee's employees.
m. Conditions for Snap-on Credit's approval of transfer	Not applicable	
n. Snap-on Credit's right of first refusal to acquire franchisee's business	Not applicable	
o. Snap-on Credit's option to purchase franchisee's business	Not applicable	
p. Death or disability of franchisee	Not applicable	
q. Non-competition covenants during the term of the franchise	Not applicable	
r. Non-competition covenants after the franchise is terminated or expires	Not applicable	
s. Modification of the agreement	Section 25	No modifications without mutual written agreement.
t. Integration/merger clause	Section 25	Written lease supersedes all other oral or written representations.

Provision	Section in Vehicle Lease Agreement	Summary
u. Dispute resolution by arbitration or mediation	Sections 27 and 28	Except for certain claims, all disputes must be resolved by final and binding arbitration at the office of the American Arbitration Association closest to your Regional Sales Office. If not in your home state, you can agree to an office in your home state. The arbitration will be governed by the Federal Arbitration Act and the rules of the American Arbitration Association will apply.
v. Choice of forum	Section 28	You and Lessor consent to jurisdiction for enforcement of arbitration decisions or awards, and for provisional remedies.
w. Choice of law	Section 31	Law of State of Illinois

ITEM 18
PUBLIC FIGURES

Cruz Pedregon and Tony Pedregon race in the National Hot Rod Series and are sponsored by Snap-on. They will promote the Snap-on franchise and for that purpose will be paid a combined \$60,000. No other public figures will be used to promote our franchise.

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (i) a franchisor provides the actual records of an existing outlet you are considering buying; or (ii) 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.

The following Statement of "Paid Sales" ("Statement") illustrates the various levels of sales reported by numerous franchisees in the Snap-on system for sales activity during the 2010 reporting period. "Paid Sales" are presented in \$25,000 increments. This information reflects a number of assumptions and limitations noted after the Statement, and which you should read together with the Statement.

THE NOTES THAT FOLLOW THIS STATEMENT ARE AN INTEGRAL PART OF THE STATEMENT.

REPORTED PAID SALES FOR 2010	Number of Franchisees Reporting	%
Less than \$50,000	5	0.2%
\$50,000 to \$74,999	5	0.2%
\$75,000 to \$99,999	5	0.2%
\$100,000 to \$124,999	11	0.4%
\$125,000 to \$149,999	17	0.6%
\$150,000 to \$174,999	33	1.2%
\$175,000 to \$199,999	43	1.6%
\$200,000 to \$224,999	78	2.9%

\$225,000 to \$249,999	90	3.3%
\$250,000 to \$274,999	135	5.0%
\$275,000 to \$299,999	168	6.2%
\$300,000 to \$324,999	181	6.7%
\$325,000 to \$349,999	201	7.4%
\$350,000 to \$374,999	216	8.0%
\$375,000 to \$399,999	250	9.2%
\$400,000 to \$424,999	197	7.3%
\$425,000 to \$449,999	178	6.6%
\$450,000 to \$474,999	183	6.7%
\$475,000 to \$499,999	146	5.4%
\$500,000 to \$524,999	112	4.1%
\$525,000 to \$549,999	110	4.1%
\$550,000 to \$574,999	78	2.9%
\$575,000 to \$599,999	55	2.0%
Over \$600,000	219	8.1%
TOTAL	2,716	100.0%

THE PAID SALES FIGURES USED IN THIS STATEMENT ARE REPORTED BY SPECIFIC FRANCHISEES AND SHOULD NOT BE CONSIDERED THE ACTUAL OR PROBABLE PAID SALES THAT MAY BE REALIZED BY ANY FRANCHISEE. YOUR PAID SALES MAY BE AFFECTED BY A NUMBER OF COMMERCIAL VARIABLES AND COMPETITIVE MARKET CONDITIONS. SNAP-ON DOES NOT REPRESENT THAT YOU OR ANY FRANCHISEE CAN EXPECT TO ATTAIN ANY PARTICULAR LEVEL OF PAID SALES.

NOTES:

I. Franchisee Information Included in the Statement.

We compiled the Statement from information reported to us by Snap-on franchisees. We did not verify these reports.

Since the franchisees reporting Paid Sales have, for the most part, operated under a Standard Franchise Agreement the Paid Sales information presented may not be as meaningful to a prospective Gateway Franchisee.

The Statement includes only information received from franchisees who operated for all 12 months of the 2010 reporting period and for which we have received Paid Sales information for the full period. Accordingly, franchisees who began or ended operations during calendar year 2010 are not included in the Statement nor are franchisees who failed to submit all Paid Sales information for all of 2010. Some franchisees included in the Statement may have operated part of the year as a Gateway Franchisee and part of the year as a Standard Franchisee, but to be included, they must have operated during the entire calendar year as a Gateway Franchisee or a Standard Franchisee or a combination thereof. We have not attempted to verify the information received from franchisees and have no knowledge whether franchisees prepared the information submitted to us in accordance with generally accepted accounting principles.

If a franchisee operated an additional van under a Franchise Agreement, the Paid Sales of that additional van are not included in this Statement, either as sales under the franchise under which that additional van operates or as a separate franchise. If a franchisee operated an additional franchise, that additional franchise is reported as a separate "franchise" on the Statement.

The Statement does not include information on Paid Sales for Snap-on employees who sell tools and equipment to customers that are similar to a franchisee's customers or Paid Sales of Independents.

II. Definition of "Paid Sales".

Snap-on franchisees do not have to report their total revenue to us. A franchisee's Paid Sales (defined below) should approximate "total revenues," except that a franchisee's sales of tools and equipment purchased from a source other than Snap-on (which is permitted in older contracts) and the value of tools and equipment accepted by a franchisee as a trade-in may not be included in the Paid Sales figure reported to us.

The Statement does not include information about franchisee expenses, or profits and losses; it sets forth Paid Sales only, and a prospective franchisee should discuss the significance of the numbers with an advisor of his choice.

A franchisee's Paid Sales means the sum of: (1) all of the franchisee's cash sales and revolving account collections; (2) all open account and extended credit sales assigned to Snap-on or Snap-on Credit by the franchisee; and (3) all leases assigned to Snap-on or Snap-on Credit by the franchisee. To the extent sales taxes are reported to Snap-on by franchisee, they are included in Paid Sales (each of these terms is defined below). All franchisees included in the Statement were requested to use the same definition of Paid Sales in the reports submitted to Snap-on.

Cash Sales – Those sales for which a franchisee receives a cash payment at the time of the sale and any cash down payment received on an extended credit sale or a lease.

Revolving Account Collections – As described in Item 7, Revolving Account sales are credit sales between a franchisee and a franchisee's customer where a franchisee extends personal credit, usually at no interest, to finance the customer's purchase of tools and equipment. Revolving account collections are the collections made by a franchisee on revolving account financing extended by the franchisee.

Open Account Sales – Open account sales are short term credit sales made by a franchisee to businesses which the franchisee assigns to Snap-on and for which Snap-on gives the franchisee immediate credit as if the franchisee's customer had paid in cash (See Item 10). Included in Paid Sales is the dollar amount of the credit (which excludes any down payment and trade-in allowance) given to a franchisee when Snap-on accepted assignment of an open account.

Extended Credit Sales – For certain customer purchases a franchisee may assign to Snap-on Credit with Snap-on Credit's consent the purchase money security agreements (also referred to as the "Extended Credit Contracts") for customer purchases (See Item 10). Snap-on Credit credits a franchisee the net sales price (which excludes any down payment and trade-in allowance) for the tools or equipment being sold. This credit is included in Paid Sales.

Leases – For certain tools and equipment, Snap-on Credit has offered in the past and may in the future offer certain customers the opportunity to lease the **Products**. Such a lease with a customer of a franchisee may be assigned to Snap-on Credit. Once Snap-on Credit accepts the assignment, the franchisee receives a credit calculated in the same manner as for an Extended Credit contract. This credit is included in Paid Sales.

Sales Tax – Most states require that a franchisee collect and pay sales tax on purchases made by franchisee's customers. To the extent sales taxes are reported to Snap-on by franchisee they are included in Paid Sales.

III. Other Notes and Assumptions.
 Percentage totals may not equal 100% due to rounding.

Reported Paid Sales are based on franchisee reports submitted weekly and do not correspond exactly with the calendar year. Some weekly reports cover Paid Sales beginning a few days before the start of the calendar year; others end a few days after. In all cases Paid Sales figures in this Appendix reflect no more than one year's Paid Sales.

The Statement reflects the various levels of Paid Sales in all parts of the United States and the prospective franchisee should not assume that the level of sales shown will be reflected in his particular area or in his particular franchise.

Substantiation of the data used in preparing this Statement will be made available to a prospective franchisee upon reasonable request; however, no information that relates to any specific franchise will be made available.

Except for the financial performance representations above, we do not furnish or authorize our employees to furnish any oral or written information concerning the potential sales, costs, income or profits of a Snap-on franchise. Results vary, and we cannot estimate the results of any particular franchisee.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

The chart below shows the total number of Standard Franchises, Gateway Franchises and company-owned outlets for the last three fiscal years ending January 1, 2011, January 2, 2010 and January 3, 2009. For purposes of this Item 20, an "outlet" is analogous to the route or List of Calls that a franchisee will service. Although a route or List of Calls changes from time to time, for purposes of this Item 20 we have considered an outlet to be the same if it remains substantially similar. Although an additional van added to an existing franchise may have a separate List of Calls, we do not consider it as a separate outlet. In addition, we have included independents as a Standard Franchise outlet because the outlets operated by independents were included in the calculations previously published in 2008 and 2009. As of January 1, 2011, there were 125 independent outlets. We have included Trial Franchisees under the category of Gateway Franchisees because of the similar nature of the programs.

System wide Outlet Summary for Years 2008 – 2010

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2008	3015	3035	+20
	2009	3035	2992	-43
	2010	2992	3015	+23
Gateway	2008	268	227	-41
	2009	227	220	-7
	2010	220	181	-39

Company Owned	2008	43	93	+50
	2009	93	165	+72
	2010	165	196	+31
TOTAL OUTLETS	2008	3326	3355	+29
	2009	3355	3377	+22
	2010	3377	3392	+15

NOTE: The total Outlets at the End of the Year 2010 in the chart above excludes 25 Standard Franchise outlets and 10 Gateway Franchise outlets for which Snap-on entered into a franchise agreement, but the outlets were not operational as of the fiscal year ending January 1, 2011. As of the Effective Date of this disclosure document, 23 of these Standard Franchisee outlets and all of these Gateway outlets are in operation.

The chart below sets forth, on a state-by-state basis, the number of outlets transferred by a Standard Franchisee during the last three fiscal years ending January 1, 2011, January 2, 2010 and January 3, 2009. A transfer occurs when the Standard Franchisee transfers its interest in the franchise to a person other than Snap-on or any affiliate.

Transfers of Outlets from Franchisees to New Owners (other than the Franchisor) for Years 2008 – 2010

State	Year	Number of Transfers
AL	2008	0
	2009	0
	2010	0
AK	2008	0
	2009	0
	2010	0
AZ	2008	1
	2009	0
	2010	3
AR	2008	0
	2009	0
	2010	0
CA	2008	9
	2009	4
	2010	11
CO	2008	0
	2009	2
	2010	3
CT	2008	0
	2009	0
	2010	0
DE	2008	0
	2009	0
	2010	0

State	Year	Number of Transfers
FL	2008	1
	2009	0
	2010	2
GA	2008	0
	2009	1
	2010	1
HI	2008	1
	2009	0
	2010	0
ID	2008	0
	2009	0
	2010	0
IL	2008	0
	2009	0
	2010	4
IN	2008	0
	2009	0
	2010	2
IA	2008	1
	2009	0
	2010	0
KS	2008	0
	2009	0
	2010	0
KY	2008	0
	2009	0
	2010	3
LA	2008	1
	2009	0
	2010	0
ME	2008	0
	2009	0
	2010	0
MD	2008	3
	2009	1
	2010	1
MA	2008	0
	2009	0
	2010	0
MI	2008	2
	2009	1
	2010	0
MN	2008	0
	2009	0
	2010	1
MS	2008	0
	2009	0
	2010	0

State	Year	Number of Transfers
MO	2008	0
	2009	0
	2010	0
MT	2008	0
	2009	0
	2010	0
NE	2008	0
	2009	0
	2010	0
NV	2008	1
	2009	0
	2010	0
NH	2008	0
	2009	0
	2010	1
NJ	2008	2
	2009	0
	2010	0
NM	2008	0
	2009	0
	2010	0
NY	2008	4
	2009	0
	2010	2
NC	2008	2
	2009	1
	2010	1
ND	2008	0
	2009	0
	2010	0
OH	2008	0
	2009	1
	2010	0
OK	2008	0
	2009	0
	2010	1
OR	2008	1
	2009	0
	2010	1
PA	2008	3
	2009	0
	2010	1
RI	2008	0
	2009	0
	2010	0
SC	2008	1
	2009	0
	2010	0

State	Year	Number of Transfers
SD	2008	1
	2009	0
	2010	0
TN	2008	0
	2009	0
	2010	0
TX	2008	2
	2009	0
	2010	0
UT	2008	0
	2009	1
	2010	0
VT	2008	0
	2009	1
	2010	0
VA	2008	3
	2009	1
	2010	1
WA	2008	2
	2009	1
	2010	0
WV	2008	0
	2009	0
	2010	0
WI	2008	0
	2009	2
	2010	0
WY	2008	1
	2009	0
	2010	1
PR	2008	0
	2009	0
	2010	0
TOTAL	2008	42
	2009	17
	2010	40

The chart below sets forth, on a state-by-state basis, the status of outlets owned by Standard Franchisees (but not including Gateway Franchisees) for the last three fiscal years ending January 1, 2010, January 2, 2010 and January 3, 2009. As mentioned above, the totals include independents because independents were included in the calculations previously published in 2009 and 2010.

Status of Franchise Outlets for Years 2008 – 2010

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of Year
AL	2008	37	3	0	0	6	0	34
	2009	34	3	0	0	5	0	32
	2010	32	5	0	0	2	0	35
AK	2008	12	0	0	0	0	0	12
	2009	12	0	0	0	0	0	12
	2010	12	1	0	0	2	0	11
AZ	2008	54	4	0	0	6	0	52
	2009	52	5	0	0	8	0	49
	2010	49	3	0	0	6	0	46
AR	2008	36	3	0	0	4	0	35
	2009	35	2	0	0	6	0	31
	2010	31	7	0	0	4	0	34
CA	2008	366	26	0	0	36	0	356
	2009	356	19	0	0	30	0	345
	2010	345	11	0	0	29	0	327
CO	2008	72	4	0	0	2	0	74
	2009	74	0	0	0	4	0	70
	2010	70	6	0	0	4	0	72
CT	2008	42	2	0	0	4	0	40
	2009	40	1	0	0	2	0	39
	2010	39	2	0	0	2	0	39
DE	2008	9	0	0	0	1	0	8
	2009	8	2	0	0	1	0	9
	2010	9	1	0	0	1	0	9
FL	2008	157	18	0	0	21	0	154
	2009	154	10	0	0	23	0	141
	2010	141	15	0	0	15	0	141
GA	2008	82	6	0	0	5	0	83
	2009	83	14	0	0	11	0	86
	2010	86	10	0	0	10	0	86
HI	2008	15	1	0	0	1	0	15
	2009	15	1	0	0	0	0	16
	2010	16	0	0	0	1	0	15
ID	2008	19	4	0	0	1	0	22
	2009	22	0	0	0	3	0	19
	2010	19	5	0	0	4	0	20
IL	2008	112	6	0	0	7	0	111
	2009	111	7	0	0	9	0	109
	2010	109	7	0	0	7	0	109
IN	2008	62	8	0	0	8	0	62
	2009	62	5	0	0	4	0	63
	2010	63	5	0	0	5	0	63
IA	2008	46	4	0	0	2	0	48
	2009	48	0	0	0	2	0	46
	2010	46	6	0	0	5	0	47
KS	2008	37	0	0	0	1	0	36
	2009	36	0	0	0	3	0	33
	2010	33	3	0	0	2	0	34
KY	2008	31	6	0	0	3	0	34
	2009	34	7	0	0	2	0	39
	2010	39	3	0	0	0	0	42
LA	2008	30	1	0	0	5	0	26
	2009	26	2	0	0	4	0	24
	2010	24	6	0	0	5	0	25

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of Year
ME	2008	16	7	0	0	1	0	22
	2009	22	2	0	0	0	0	24
	2010	24	1	0	0	2	0	23
MD	2008	68	9	0	0	8	0	69
	2009	69	7	0	0	12	0	64
	2010	64	4	0	0	2	0	66
MA	2008	69	7	0	0	7	0	69
	2009	69	5	0	0	5	0	69
	2010	69	7	0	0	7	0	69
MI	2008	110	10	0	0	14	0	106
	2009	106	3	0	0	5	0	104
	2010	104	10	0	0	12	0	102
MN	2008	52	6	0	0	4	0	54
	2009	54	3	0	0	4	0	53
	2010	53	6	0	0	4	0	55
MS	2008	20	2	0	0	1	0	21
	2009	21	3	0	0	3	0	21
	2010	21	5	0	0	2	0	24
MO	2008	51	3	0	0	4	0	50
	2009	50	6	0	0	8	0	48
	2010	48	7	0	0	8	0	47
MT	2008	19	0	0	0	0	0	19
	2009	19	2	0	0	3	0	18
	2010	18	1	0	0	2	0	17
NE	2008	27	3	0	0	2	0	28
	2009	28	5	0	0	3	0	30
	2010	30	3	0	0	3	0	30
NV	2008	22	3	0	0	3	0	22
	2009	22	0	0	0	1	0	21
	2010	21	3	0	0	2	0	22
NH	2008	26	5	0	0	1	0	30
	2009	30	4	0	0	2	0	32
	2010	32	6	0	0	3	0	35
NJ	2008	105	9	0	0	6	0	108
	2009	108	6	0	0	9	0	105
	2010	105	8	0	0	9	0	104
NM	2008	12	2	0	0	1	0	13
	2009	13	1	0	0	1	0	13
	2010	13	3	0	0	2	0	14
NY	2008	186	6	0	0	8	0	184
	2009	184	15	0	0	17	0	182
	2010	182	15	0	0	19	0	178
NC	2008	67	14	0	0	8	0	73
	2009	73	7	0	0	3	0	77
	2010	77	8	0	0	4	0	81
ND	2008	10	2	0	0	2	0	10
	2009	10	1	0	0	0	0	11
	2010	11	0	0	0	1	0	10
OH	2008	103	11	0	0	9	0	105
	2009	105	9	0	0	7	0	107
	2010	107	17	0	0	8	0	116
OK	2008	36	8	0	0	4	0	40
	2009	40	3	0	0	2	0	41
	2010	41	4	0	0	4	0	41
OR	2008	39	5	0	0	2	0	42
	2009	42	2	0	0	5	0	39
	2010	39	8	0	0	3	0	44

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of Year
PA	2008	166	15	0	0	18	0	163
	2009	163	14	0	0	17	0	160
	2010	160	16	0	0	17	0	159
RI	2008	6	0	0	0	3	0	3
	2009	3	1	0	0	0	0	4
	2010	4	0	0	0	0	0	4
SC	2008	33	9	0	0	5	0	37
	2009	37	4	0	0	6	0	35
	2010	35	9	0	0	5	0	39
SD	2008	14	0	0	0	1	0	13
	2009	13	2	0	0	1	0	14
	2010	14	2	0	0	2	0	14
TN	2008	46	6	0	0	11	0	41
	2009	41	6	0	0	7	0	40
	2010	40	7	0	0	4	0	43
TX	2008	202	25	0	0	15	0	212
	2009	212	19	0	0	13	0	218
	2010	218	18	0	0	16	0	220
UT	2008	25	3	0	0	2	0	26
	2009	26	2	0	0	1	0	27
	2010	27	1	0	0	4	0	24
VT	2008	11	0	0	0	0	0	11
	2009	11	2	0	0	1	0	12
	2010	12	2	0	0	1	0	13
VA	2008	91	10	0	0	8	0	93
	2009	93	7	0	0	13	0	87
	2010	87	13	0	0	11	0	89
WA	2008	63	7	0	0	7	0	63
	2009	63	5	0	0	6	0	62
	2010	62	5	0	0	7	0	60
WV	2008	10	8	0	0	1	0	17
	2009	17	4	0	0	0	0	21
	2010	21	1	0	0	4	0	18
WI	2008	66	6	0	0	9	0	63
	2009	63	7	0	0	7	0	63
	2010	63	6	0	0	3	0	66
WY	2008	12	0	0	0	0	0	12
	2009	12	2	0	0	1	0	13
	2010	13	1	0	0	1	0	13
PR	2008	13	1	0	0	0	0	14
	2009	14	0	0	0	0	0	14
	2010	14	7	0	0	1	0	20
TOTAL	2008	3015	298	0	0	278	0	3035
	2009	3035	237	0	0	280	0	2992
	2010	2992	300	0	0	277	0	3015

NOTE: The total Outlets Opened and Outlets at End of Year 2010 in the chart above, excludes 25 Standard Franchise outlets for which Snap-on entered into a franchise agreement, but the outlets were not operational as of the fiscal year ending January 1, 2011. As of the Effective Date of this disclosure document, 23 of these outlets are in operation.

NOTES:

In the table above, certain outlets or franchises changed ownership two or more times during the same fiscal year. Set forth below is a description of those changes:

AL 2008 – 1 Standard Franchise ceased operations in 2008, was reacquired by Snap-on and re-franchised as a Gateway Franchise in 2008.

2009 – 3 Standard Franchises ceased operations in 2009, were reacquired by Snap-on and re-franchised as a Standard Franchise in 2009.

2009 – 1 Standard Franchise ceased operations in 2009, was reacquired by Snap-on, re-franchised as a Gateway Franchise, ceased operations again in 2009 and was reacquired by Snap-on in 2009.

2009 – 2 Standard Franchises ceased operations in 2009, were reacquired by Snap-on and re-franchised as Gateway Franchises in 2009.

2010 – 2 Standard Franchises ceased operations in 2010, were reacquired by Snap-on and re-franchised as Standard Franchises in 2010.

AK 2010 – 1 Standard Franchise ceased operations in 2020, was reacquired by Snap-on and re-franchised as a Standard Franchise in 2010.

2010 – 1 Standard Franchise ceased operations in 2010, was reacquired by Snap-on and re-franchised as a Gateway Franchise in 2010.

AZ 2008 – 1 Standard Franchise ceased operations in 2008, was reacquired by Snap-on and re-franchised as a Standard Franchise in 2008.

2008 – 1 Standard Franchise ceased operations in 2008, was reacquired by Snap-on, re-franchised as a Standard Franchise, ceased operations again in 2008 and was reacquired by Snap-on in 2008.

2008 – 2 Standard Franchises ceased operations in 2008, were reacquired by Snap-on and re-franchised as Gateway Franchises in 2008.

2009 – 1 Standard Franchise ceased operations in 2009, was reacquired by Snap-on and re-franchised as a Standard Franchise in 2009.

2009 – 2 Standard Franchises ceased operations in 2009, were reacquired by Snap-on and re-franchised as Gateway Franchises in 2009.

2010 – 1 Standard Franchise ceased operations in 2010, was reacquired by Snap-on and re-franchised as a Gateway Franchise in 2010.

2010 – 1 Standard Franchise ceased operations in 2010, was reacquired by Snap-on and re-franchised as a Standard Franchise in 2010.

AR 2008 – 1 Standard Franchise ceased operations in 2008, was reacquired by Snap-on and re-franchised as a Standard Franchise in 2008.

2009 – 1 Standard Franchise ceased operations in 2009, was reacquired by Snap-on and re-franchised as a Standard Franchise in 2009.

2009 – 1 Standard Franchise ceased operations in 2009, was reacquired by Snap-on and re-franchised as a Gateway Franchise in 2009.

2010 – 1 Standard Franchise ceased operations in 2010, was reacquired by Snap-on and re-franchised as a Standard Franchise in 2010.

CA 2008 – 14 Standard Franchises ceased operations in 2008, were reacquired by Snap-on and re-franchised as Standard Franchises in 2008.

2008 – 2 Standard Franchises terminated for cause in 2008, were reacquired by Snap-on and re-franchised as Standard Franchises in 2008.

2008 – 1 Standard Franchise ceased operations in 2008, was reacquired by Snap-on and re-franchised as a Gateway Franchise in 2008.

2008 – 1 Standard Franchise ceased operations in 2008, was reacquired by Snap-on, re-franchised as a Standard Franchise in 2008, ceased operations again in 2008 and was reacquired by Snap-on in 2008.

2009 – 10 Standard Franchises ceased operations in 2009, were reacquired by Snap-on and re-franchised as Standard Franchises in 2009.

2009 – 6 Standard Franchises ceased operations in 2009, were reacquired by Snap-on and re-franchised as Gateway Franchises in 2009.

2009 – 1 Independent ceased operations in 2009, was reacquired by Snap-on and re-franchised as a Standard Franchise in 2009.

2010 – 1 Standard Franchise ceased operations in 2010, was reacquired by Snap-on, re-franchised as a Standard Franchise in 2010, ceased operations again in 2010 and was reacquired by Snap-on in 2010.

2010 – 11 Standard Franchises ceased operations in 2010, were reacquired by Snap-on and re-franchised as Standard Franchises in 2010.

2010 – 4 Standard Franchises ceased operations in 2010, were reacquired by Snap-on and re-franchised as Gateway Franchises in 2010.

2010 – 1 Independent ceased operations in 2010, was reacquired by Snap-on and franchised as a Standard Franchise in 2010.

CO 2008 – 2 Standard Franchises ceased operations in 2008, were reacquired by Snap-on and re-franchised as Standard Franchises in 2008.

2009 – 4 Standard Franchises ceased operations in 2009, were reacquired by Snap-on and re-franchised as Gateway Franchises in 2009.

2010 – 1 Standard Franchise ceased operations in 2010, was reacquired by Snap-on, re-franchised as a Standard Franchise in 2010, ceased operations again in 2010 and was reacquired by Snap-on in 2010.

2010 – 2 Standard Franchises ceased operations in 2010, were reacquired by Snap-on and re-franchised as Standard Franchises in 2010.

DE 2009 – 2 Standard Franchises ceased operations in 2009, were reacquired by Snap-on and re-franchised as Standard Franchises in 2009.

2010 – 1 Standard Franchise terminated for cause in 2010, was reacquired by Snap-on and re-franchised as a Standard Franchise in 2010.

FL 2008 – 11 Standard Franchises ceased operations in 2008, were reacquired by Snap-on and re-franchised as Standard Franchises in 2008.

2008 – 2 Standard Franchises ceased operations in 2008, were reacquired by Snap-on and re-franchised as Gateway Franchises in 2008.

2008 – 1 Standard Franchise ceased operations in 2008, was reacquired by Snap-on, re-franchised as a Gateway Franchise in 2008, ceased operations again in 2008 and was reacquired by Snap-on in 2008.

2009 – 6 Standard Franchises ceased operations in 2009, were reacquired by Snap-on and re-franchised as Standard Franchises in 2009.

2009 – 1 Standard Franchise terminated for cause in 2009, was reacquired by Snap-on and re-franchised as a Standard Franchise in 2009.

2009 – 8 Standard Franchises ceased operations in 2009, were reacquired by Snap-on and re-franchised as Gateway Franchises in 2009.

2009 – 1 Standard Franchise ceased operations in 2009, was reacquired by Snap-on, re-franchised as a Gateway Franchise in 2009, ceased operations again in 2009, was reacquired by Snap-on and re-franchised as a Gateway Franchise in 2009.

2010 – 8 Standard Franchises ceased operations in 2010, were reacquired by Snap-on and re-franchised as Standard Franchises in 2010.

2010 – 3 Standard Franchises ceased operations in 2010, were reacquired by Snap-on and re-franchised as Gateway Franchises in 2010.

GA 2008 – 2 Standard Franchises ceased operations in 2008, were reacquired by Snap-on and re-franchised as Standard Franchises in 2008.

2009 – 8 Standard Franchises ceased operations in 2009, were reacquired by Snap-on and re-franchised as Standard Franchises in 2009.

2010 – 5 Standard Franchises ceased operations in 2010, were reacquired by Snap-on and re-franchised as Standard Franchises in 2010.

2010 – 1 Standard Franchise not renewed by Snap-on in 2010, was reacquired by Snap-on and re-franchised as a Gateway Franchise in 2010.

HI 2008 – 1 Standard Franchise ceased operations in 2008, was reacquired by Snap-on and re-franchised as a Standard Franchise in 2008.

2010 – 1 Standard Franchise ceased operations in 2010, was reacquired by Snap-on and re-franchised as a Standard Franchise in 2010.

ID 2009 – 1 Standard Franchise ceased operations in 2009, was reacquired by Snap-on re-franchised as a Standard Franchise in 2009.

2010 – 2 Standard Franchises ceased operations in 2010, were reacquired by Snap-on and re-franchised as Standard Franchises in 2010.

2010 – 1 Standard Franchise ceased operations in 2010, was reacquired by Snap-on and re-franchised as a Gateway Franchise in 2010.

IL 2008 – 2 Standard Franchises ceased operations in 2008, were reacquired by Snap-on and re-franchised as Gateway Franchises in 2008.

2008 – 1 Standard Franchise ceased operations in 2008, was reacquired by Snap-on and re-franchised as a Standard Franchise in 2008.

2009 – 2 Standard Franchises ceased operations in 2009, were reacquired by Snap-on and re-franchised as Standard Franchises in 2009.

2009 – 2 Standard Franchises ceased operations in 2009, were reacquired by Snap-on and re-franchised as Gateway Franchises in 2009.

2010 – 1 Standard Franchise ceased operations in 2010, was reacquired by Snap-on and re-franchised as a Standard Franchise in 2010.

2010 – 3 Standard Franchises ceased operations in 2010, were reacquired by Snap-on and re-franchised as Gateway Franchises in 2010.

IN 2008 – 2 Standard Franchises ceased operations in 2008, were reacquired by Snap-on and re-franchised as Standard Franchises in 2008.

2008 – 1 Standard Franchise ceased operations in 2008, was reacquired by Snap-on, re-franchised as a Gateway Franchise in 2008, ceased operations again in 2008, was reacquired by Snap-on and re-franchised as a Standard Franchise in 2008.

2009 – 1 Standard Franchise ceased operations in 2009, was reacquired by Snap-on and re-franchised as a Standard Franchise in 2009.

2009 – 2 Standard Franchise ceased operations in 2009, was reacquired by Snap-on and re-franchised as a Gateway Franchise in 2009.

2009 – 1 Standard Franchise terminated for cause in 2009, was reacquired by Snap-on and re-franchised as a Gateway Franchise in 2009.

2010 – 1 Standard Franchise ceased operations in 2010, was reacquired by Snap-on and re-franchised as a Standard Franchise in 2010.

2010 – 1 Standard Franchise ceased operations in 2010, was reacquired by Snap-on and re-franchised as a Gateway Franchise in 2010.

2010 – 1 Independent ceased operations in 2010, was reacquired by Snap-on and franchised as a Standard Franchise in 2010.

IA 2008 – 1 Independent ceased operations in 2008, was reacquired by Snap-on and franchised as a Standard Franchise in 2008.

2010 – 1 Standard Franchise ceased operations in 2010, was reacquired by Snap-on and re-franchised as a Standard Franchise in 2010.

2010 – 1 Standard Franchise ceased operations in 2010, was reacquired by Snap-on and re-franchised as a Gateway Franchise in 2010.

KS 2009 – 2 Standard Franchises ceased operations in 2009, were reacquired by Snap-on and re-franchised as Gateway Franchises in 2009.

2010 – 1 Standard Franchise ceased operations in 2010, was reacquired by Snap-on and re-franchised as a Standard Franchise in 2010.

KY 2008 – 1 Standard Franchise ceased operations in 2008, was reacquired by Snap-on and re-franchised as a Gateway Franchise in 2008.

2008 – 1 Standard Franchise ceased operations in 2008, was reacquired by Snap-on and re-franchised as a Standard Franchise in 2008.

2009 – 2 Standard Franchises ceased operations in 2009, were reacquired by Snap-on and re-franchised as Standard Franchises in 2009.

2010 – 1 Standard Franchise ceased operations in 2010, was reacquired by Snap-on and re-franchised as a Standard Franchise in 2010.

LA 2008 – 1 Standard Franchise ceased operations in 2008, was reacquired by Snap-on and re-franchised as a Gateway Franchise in 2008.

2008 – 1 Standard Franchise terminated for cause in 2008, was reacquired by Snap-on and re-franchised as a Gateway Franchise in 2008.

2009 – 1 Standard Franchise ceased operations in 2009, was reacquired by Snap-on and re-franchised as a Standard Franchise in 2009.

2009 – 1 Standard Franchise ceased operations in 2009, was reacquired by Snap-on and re-franchised as a Gateway Franchise in 2009.

2010 – 2 Standard Franchises ceased operations in 2010, were reacquired by Snap-on and re-franchised as Standard Franchises in 2010.

ME 2008 – 1 Standard Franchise ceased operations in 2008, was reacquired by Snap-on and re-franchised as a Standard Franchise in 2008.

2010 -1 Standard Franchise ceased operations in 2010, was reacquired by Snap-on and re-franchised as a Standard Franchise in 2010.

MD 2008 – 2 Standard Franchises ceased operations in 2008, were reacquired by Snap-on and re-franchised as Standard Franchises in 2008.

2009 – 1 Standard Franchise ceased operations in 2009, was reacquired by Snap-on and re-franchised as a Standard Franchise in 2009.

2009 – 1 Standard Franchise terminated for cause in 2009, was reacquired by Snap-on and re-franchised as a Standard Franchise in 2009.

2009 – 2 Standard Franchises ceased operations in 2009, were reacquired by Snap-on and re-franchised as Gateway Franchises in 2009.

- MA 2008 – 1 Standard Franchise ceased operations in 2008, was reacquired by Snap-on and re-franchised as a Standard Franchise in 2008.
- 2009 – 3 Standard Franchises ceased operations in 2009, were reacquired by Snap-on and re-franchised as Standard Franchises in 2009.
- 2010 – 2 Standard Franchises ceased operations in 2010, were reacquired by Snap-on and re-franchised as Standard Franchises in 2010.
- MI 2008 – 5 Standard Franchises ceased operations in 2008, were reacquired by Snap-on and re-franchised as Gateway Franchises in 2008.
- 2008 – 5 Standard Franchises ceased operations in 2008, were reacquired by Snap-on and re-franchised as Standard Franchises in 2008.
- 2009 – 4 Standard Franchises ceased operations in 2009, were reacquired by Snap-on and re-franchised as Gateway Franchises in 2009.
- 2010 – 1 Standard Franchise terminated for cause in 2010, was reacquired by Snap-on and re-franchised as a Gateway Franchise in 2010.
- 2010 – 4 Standard Franchises ceased operations in 2010, were reacquired by Snap-on and re-franchised as Standard Franchises in 2010.
- 2010 – 3 Standard Franchises ceased operations in 2010, were reacquired by Snap-on and re-franchised as Gateway Franchises in 2010.
- 2010 – 1 Standard Franchise ceased operations in 2010, was reacquired by Snap-on, re-franchised as a Standard Franchise in 2010, ceased operations again in 2010 and re-acquired by Snap-on in 2010.
- MN 2009 – 3 Standard Franchises ceased operations in 2009, were reacquired by Snap-on and re-franchised as Standard Franchises in 2009.
- 2009 – 2 Standard Franchises ceased operations in 2009, were reacquired by Snap-on and re-franchised as Gateway Franchises in 2009.
- 2010 – 6 Standard Franchises ceased operations in 2010, were reacquired by Snap-on and re-franchised as Standard Franchises in 2010.
- MS 2009 – 1 Standard Franchise ceased operations in 2009, was reacquired by Snap-on and re-franchised as a Gateway Franchise in 2009.
- MO 2008 – 1 Standard Franchise ceased operations in 2008, was reacquired by Snap-on and re-franchised as a Standard Franchise in 2008.
- 2008 – 1 Standard Franchise ceased operations in 2008, was reacquired by Snap-on and re-franchised as a Gateway Franchise in 2008.
- 2009 – 1 Standard Franchise ceased operations in 2009, was reacquired by Snap-on and re-franchised as a Gateway Franchise in 2009.

2009 – 1 Standard Franchise ceased operations in 2009, was reacquired by Snap-on, re-franchised as a Standard Franchise in 2009, ceased operations again in 2009 and was reacquired by Snap-on.

2010 – 3 Standard Franchises ceased operations in 2010, were reacquired by Snap-on and re-franchised as Standard Franchises in 2010.

2010 – 1 Standard Franchise ceased operations in 2010, was reacquired by Snap-on and re-franchised as a Gateway Franchise in 2010.

2010 – 1 Standard Franchise ceased operations in 2010, was reacquired by Snap-on, re-franchised as a Gateway Franchise in 2010, ceased operations again in 2010, re-acquired by Snap-on and re-franchised as a Standard Franchise again in 2010.

MT 2009 – 2 Standard Franchises ceased operations in 2009, were reacquired by Snap-on and re-franchised as Standard Franchises in 2009.

2010 – 1 Standard Franchise ceased operations in 2010, was reacquired by Snap-on and re-franchised as a Gateway Franchise in 2010.

NE 2008 – 1 Standard Franchise ceased operations in 2008, was reacquired by Snap-on and re-franchised as a Standard Franchise in 2008.

2009 – 3 Standard Franchises ceased operations in 2009, were reacquired by Snap-on and re-franchised as Standard Franchises in 2009.

2010 – 2 Standard Franchises ceased operations in 2010, were reacquired by Snap-on and re-franchised as Standard Franchises in 2010.

2010 – 1 Standard Franchise ceased operations in 2010, was reacquired by Snap-on and re-franchised as a Gateway Franchise in 2010.

NV 2008 – 1 Standard Franchise ceased operations in 2008, was reacquired by Snap-on and re-franchised as a Standard Franchise in 2008.

2008 – 1 Standard Franchise ceased operations in 2008, was reacquired by Snap-on and re-franchised as a Gateway Franchise in 2008.

2010 – 1 Standard Franchise ceased operations in 2010, was reacquired by Snap-on and re-franchised as a Standard Franchise in 2010.

NH 2008 – 1 Standard Franchise ceased operations in 2008, was reacquired by Snap-on and re-franchised as a Gateway Franchise in 2008.

2008 – 1 Standard Franchise ceased operations in 2008, was reacquired by Snap-on and re-franchised as a Standard Franchise in 2008.

2009 – 1 Standard Franchise ceased operations in 2009, was reacquired by Snap-on and re-franchised as a Standard Franchise in 2009.

2010 – 3 Standard Franchises ceased operations in 2010, were reacquired by Snap-on and re-franchised as Standard Franchises in 2010.

2010 – 1 Standard Franchise ceased operations in 2010, was reacquired by Snap-on, re-franchised again as a Standard Franchise in 2010, ceased operations again in 2010 and re-acquired by Snap-on in 2010.

NJ 2008 – 2 Standard Franchises ceased operations in 2008, were reacquired by Snap-on and re-franchised as Standard Franchises in 2008.

2009 – 3 Standard Franchises ceased operations in 2009, were reacquired by Snap-on and re-franchised as Standard Franchises in 2009.

2009 – 1 Standard Franchise terminated for cause in 2009, was reacquired by Snap-on and re-franchised as a Standard Franchise in 2009.

2009 – 1 Standard Franchise terminated for cause in 2009, was reacquired by Snap-on, re-franchised as a Standard Franchise in 2009, ceased operations again in 2009, re-acquired by Snap-on and re-franchised as a Standard Franchise in 2009.

2010 – 2 Standard Franchise ceased operations in 2010, were reacquired by Snap-on and re-franchised as Standard Franchises in 2010.

2010 – 1 Standard Franchise ceased operations in 2010, was reacquired by Snap-on and re-franchised as a Gateway Franchise in 2010.

2010 – 1 Standard Franchise ceased operations in 2010, was reacquired by Snap-on, re-franchised as a Standard Franchise in 2010, ceased operations again in 2010, reacquired by Snap-on and re-franchised as a Gateway Franchise in 2010.

2010 – 1 Standard Franchise terminated for cause in 2010, was reacquired by Snap-on and re-franchised as a Standard Franchise in 2010.

NM 2008 – 1 Standard Franchise ceased operations in 2008, was reacquired by Snap-on and re-franchised as a Gateway Franchise in 2008.

NY 2008 – 1 Standard Franchise ceased operations in 2008, was reacquired by Snap-on and re-franchised as a Standard Franchise in 2008.

2009 – 9 Standard Franchises ceased operations in 2009, were reacquired by Snap-on and re-franchised as Standard Franchises in 2009.

2009 – 1 Standard Franchise ceased operations in 2009, was reacquired by Snap-on, re-franchised as a Standard Franchise in 2009, ceased operations again in 2009 and reacquired by Snap-on in 2009.

2009 – 1 Standard Franchise ceased operations in 2009, was reacquired by Snap-on, re-franchised as a Gateway Franchise in 2009, ceased operations again in 2009, reacquired by Snap-on and re-franchised as a Standard Franchise in 2009.

2009 – 1 Independent ceased operations in 2009, was reacquired by Snap-on and re-franchised as a Standard Franchise in 2009.

2010 – 10 Standard Franchises ceased operations in 2010, were reacquired by Snap-on and re-franchised as Standard Franchises in 2010.

2010 – 1 Standard Franchise terminated for cause in 2010, was reacquired by Snap-on and re-franchised as a Standard Franchise in 2010.

2010 – 3 Standard Franchises ceased operations in 2010, were reacquired by Snap-on and re-franchised as Gateway Franchises in 2010.

NC 2008 – 2 Standard Franchises ceased operations in 2008, were reacquired by Snap-on and re-franchised as Standard Franchises in 2008.

2009 – 1 Standard Franchise ceased operations in 2009, was reacquired by Snap-on and re-franchised as a Standard Franchise in 2009.

2009 – 1 Standard Franchise ceased operations in 2009, was reacquired by Snap-on and re-franchised as a Gateway Franchise in 2009.

2009 – 1 Standard Franchise ceased operations in 2009, was reacquired by Snap-on, re-franchised as a Standard Franchise in 2009, ceased operations again in 2009, reacquired by Snap-on and re-franchised as a Standard Franchise in 2009.

2010 – 2 Standard Franchises ceased operations in 2010, were reacquired by Snap-on and re-franchised as Standard Franchises in 2010.

OH 2008 – 1 Standard Franchise ceased operations in 2008, was reacquired by Snap-on, re-franchised as a Gateway Franchise in 2008, ceased operations again in 2008, was reacquired by Snap-on, re-franchised as a Standard Franchise in 2008 and ceased operations again in 2008.

2009 – 4 Standard Franchises ceased operations in 2009, were reacquired by Snap-on and re-franchised as Gateway Franchises in 2009.

2009 – 2 Independents ceased operations in 2009, were reacquired by Snap-on and re-franchised as Gateway Franchises in 2009.

2009 – 1 Standard Franchise ceased operations in 2009, was reacquired by Snap-on, re-franchised as a Standard Franchise, ceased operations again in 2009, reacquired by Snap-on and re-franchised as a Standard Franchise in 2009.

2010 – 5 Standard Franchises ceased operations in 2010, were reacquired by Snap-on and re-franchised as Standard Franchises in 2010.

2010 – 1 Standard Franchise ceased operations in 2010, was reacquired by Snap-on and re-franchised as a Gateway Franchise in 2010.

OK 2008 – 3 Standard Franchises ceased operations in 2008, were reacquired by Snap-on and re-franchised as Gateway Franchises in 2008.

2009 – 3 Standard Franchises ceased operations in 2009, were reacquired by Snap-on and re-franchised as Gateway Franchises in 2009.

2010 – 1 Standard Franchise ceased operations in 2010, was reacquired by Snap-on and re-franchised as a Gateway Franchise in 2010.

2010 – 1 Independent ceased operations in 2010, was reacquired by Snap-on and franchised as a Gateway Franchise in 2010.

OR 2009 – 1 Standard Franchise ceased operations in 2009, was reacquired by Snap-on and re-franchised as a Standard Franchise in 2009.

2009 – 1 Standard Franchise ceased operations in 2009, was reacquired by Snap-on and re-franchised as a Gateway Franchise in 2009.

2010 – 2 Standard Franchises ceased operations in 2010, were reacquired by Snap-on and re-franchised as Standard Franchises in 2010.

PA 2008 – 5 Standard Franchises ceased operations in 2008, were reacquired by Snap-on and re-franchised as Standard Franchises in 2008.

2008 – 3 Standard Franchises ceased operations in 2008, were reacquired by Snap-on and re-franchised as Gateway Franchises in 2008.

2009 – 4 Standard Franchises ceased operations in 2009, were reacquired by Snap-on and re-franchised as Standard Franchises in 2009.

2009 – 4 Standard Franchises ceased operations in 2009, were reacquired by Snap-on and re-franchised as Gateway Franchises in 2009.

2009 – 2 Standard Franchises terminated for cause in 2009, were reacquired by Snap-on and re-franchised as Standard Franchises in 2009.

2009 – 1 Standard Franchise ceased operations in 2009, was reacquired by Snap-on, re-franchised as a Standard Franchise in 2009, ceased operations again in 2009, reacquired by Snap-on and re-franchised as a Gateway Franchise in 2009.

2010 – 4 Standard Franchises ceased operations in 2010, were reacquired by Snap-on and re-franchised as Standard Franchises in 2010.

2010 – 2 Standard Franchises ceased operations in 2010, were reacquired by Snap-on and re-franchised as Gateway Franchises in 2010.

2010 – 1 Independent ceased operations in 2010, was reacquired by Snap-on and franchised as a Gateway Franchise in 2010.

2010 – 1 Standard Franchise was not renewed in 2010, was reacquired by Snap-on and re-franchised as a Standard Franchise in 2010.

RI 2008 – 1 Standard Franchise ceased operations in 2008, was reacquired by Snap-on and re-franchised as a Standard Franchise in 2008.

SC 2009 – 1 Standard Franchise ceased operations in 2009, was reacquired by Snap-on and re-franchised as a Standard Franchise in 2009.

2009 – 1 Standard Franchise ceased operations in 2009, was reacquired by Snap-on and re-franchised as a Gateway Franchise in 2009.

2010 – 2 Standard Franchises ceased operations in 2010, were reacquired by Snap-on and re-franchised as Standard Franchises in 2010.

2010 – 2 Standard Franchises ceased operations in 2010, were reacquired by Snap-on and re-franchised as Gateway Franchises in 2010.

- SD 2010 – 1 Standard Franchise ceased operations in 2010, was reacquired by Snap-on and re-franchised as a Gateway Franchise in 2010.
- TN 2008 – 1 Standard Franchise ceased operations in 2008, was reacquired by Snap-on and re-franchised as a Gateway Franchise in 2008.
- 2008 –2 Standard Franchises ceased operations in 2008, were reacquired by Snap-on and re-franchised as Standard Franchises in 2008.
- 2009 – 2 Standard Franchises ceased operations in 2009, were reacquired by Snap-on and re-franchised as Standard Franchises in 2009.
- 2009 – 1 Standard Franchise ceased operations in 2009, was reacquired by Snap-on and re-franchised as a Gateway Franchise in 2009.
- 2010 – 1 Standard Franchise ceased operations in 2010, was reacquired by Snap-on and re-franchised as a Standard Franchise in 2010.
- 2010 – 1 Standard Franchise ceased operations in 2010, was reacquired by Snap-on and re-franchised as a Gateway Franchise in 2010.
- 2010 – 1 Standard Franchise was terminated for cause in 2010, was reacquired by Snap-on and re-franchised as a Standard Franchise in 2010.
- TX 2008 – 6 Standard Franchises ceased operations in 2008, were reacquired by Snap-on and re-franchised as Standard Franchises in 2008.
- 2008 – 3 Standard Franchises ceased operations in 2008, were reacquired by Snap-on and re-franchised as Gateway Franchises in 2008.
- 2009 – 2 Standard Franchises ceased operations in 2009, were reacquired by Snap-on and re-franchised as Standard Franchises in 2009.
- 2009 – 4 Standard Franchises ceased operations in 2009, were reacquired by Snap-on and re-franchised as Gateway Franchises in 2009.
- 2009 – 1 Standard Franchise ceased operations in 2009, was reacquired by Snap-on, re-franchised as a Gateway in 2009, ceased operations again in 2009, reacquired by Snap-on and re-franchised as a Gateway Franchise in 2009.
- 2010 – 8 Standard Franchises ceased operations in 2010, were reacquired by Snap-on and re-franchised as Standard Franchises in 2010.
- 2010 – 1 Standard Franchise ceased operations in 2010, was reacquired by Snap-on, re-franchised as a Standard Franchise in 2010, ceased operations again in 2010 and reacquired by Snap-on in 2010.
- 2010 – 1 Standard Franchise ceased operations in 2010, was reacquired by Snap-on, re-franchised as a Standard Franchise in 2010, ceased operations again in 2010, reacquired by Snap-on in 2010 and re-franchised again as a Standard Franchise in 2010.
- 2010 – 3 Standard Franchises ceased operations in 2010, were reacquired by Snap-on and re-franchised as Gateway Franchises in 2010.

- UT 2008 – 1 Standard Franchise ceased operations in 2008, was reacquired by Snap-on and re-franchised as a Standard Franchise in 2008.
- 2009 – 1 Standard Franchise ceased operations in 2009, was reacquired by Snap-on and re-franchised as a Gateway Franchise in 2009.
- 2010 – 3 Standard Franchises ceased operations in 2010, were reacquired by Snap-on and re-franchised as Gateway Franchises in 2010.
- VT 2008 – 1 Standard Franchise ceased operations in 2008, was reacquired by Snap-on and re-franchised as a Gateway Franchise in 2008.
- 2009 – 1 Standard Franchise ceased operations in 2009, was reacquired by Snap-on and re-franchised as a Standard Franchise in 2009.
- 2010 – 1 Standard Franchise ceased operations in 2010, was reacquired by Snap-on and re-franchised as a Standard Franchise in 2010.
- VA 2008 – 3 Standard Franchises ceased operations in 2008, were reacquired by Snap-on and re-franchised as Standard Franchises in 2008.
- 2009 – 3 Standard Franchises ceased operations in 2009, were reacquired by Snap-on and re-franchised as Standard Franchises in 2009.
- 2009 – 2 Standard Franchises ceased operations in 2009, were reacquired by Snap-on and re-franchised as Gateway Franchises in 2009.
- 2010 – 5 Standard Franchises ceased operations in 2010, were reacquired by Snap-on and re-franchised as Standard Franchises in 2010.
- 2010 – 2 Standard Franchises ceased operations in 2010, were reacquired by Snap-on and re-franchised as Gateway Franchises in 2010.
- 2010 – 1 Standard Franchise ceased operations in 2010, was reacquired by Snap-on, re-franchised as a Standard Franchise in 2010, ceased operations again in 2010 and reacquired by Snap-on in 2010.
- WA 2008 – 2 Standard Franchises ceased operations in 2008, were reacquired by Snap-on and re-franchised as Standard Franchises in 2008.
- 2008 – 1 Standard Franchise terminated for cause in 2008, was reacquired by Snap-on and re-franchised as a Standard Franchise in 2008.
- 2009 – 3 Standard Franchises ceased operations in 2009, were reacquired by Snap-on and re-franchised as Standard Franchises in 2009.
- 2010 – 3 Standard Franchises ceased operations in 2010, were reacquired by Snap-on and re-franchised as Standard Franchises in 2010.
- WV 2008 – 1 Standard Franchise ceased operations in 2008, was reacquired by Snap-on and re-franchised as a Gateway Franchise in 2008.
- 2008 – 1 Standard Franchise ceased operations in 2008, was reacquired by Snap-on and re-franchised as a Standard Franchise in 2008.

2010 – 1 Standard Franchise ceased operations in 2010, was reacquired by Snap-on, re-franchised as a Gateway Franchise in 2010, ceased operations again in 2010 and reacquired by Snap-on in 2010.

2010 – 1 Standard Franchise ceased operations in 2010, was reacquired by Snap-on and re-franchised as a Gateway Franchise in 2010.

WI 2008 – 4 Standard Franchises ceased operations in 2008, were reacquired by Snap-on and re-franchised as Gateway Franchises in 2008.

2008 – 1 Standard Franchise terminated for cause in 2008, was reacquired by Snap-on and re-franchised as a Gateway Franchise in 2008

2008 – 1 Standard Franchise ceased operations in 2008, was reacquired by Snap-on and re-franchised as a Standard Franchise in 2008.

2009 – 1 Standard Franchise ceased operations in 2009, was reacquired by Snap-on and re-franchised as a Standard Franchise in 2009.

2009 – 3 Standard Franchises ceased operations in 2009, were reacquired by Snap-on and re-franchised as Gateway Franchises in 2009.

2009 – 1 Standard Franchise ceased operations in 2009, was reacquired by Snap-on, re-franchised as a Gateway Franchise in 2009, ceased operations again in 2009 and reacquired by Snap-on in 2009.

2009 – 1 Standard Franchise ceased operations in 2009, was reacquired by Snap-on, re-franchised as a Standard Franchise in 2009, ceased operations again in 2009, and reacquired by Snap-on in 2009.

2010 – 1 Standard Franchise ceased operations in 2010, was reacquired by Snap-on and re-franchised as a Standard Franchise in 2010.

2010 – 1 Standard Franchise ceased operations in 2010, was reacquired by Snap-on and re-franchised as a Gateway Franchise in 2010.

WY 2009 – 1 Standard Franchise ceased operations in 2009, was reacquired by Snap-on and re-franchised as a Standard Franchise in 2009.

2010 – 1 Standard Franchise ceased operations in 2010, was reacquired by Snap-on and re-franchised as a Standard Franchise in 2010.

The totals in the “Outlets Open” column include the Gateway Franchisees who converted to a Standard Franchisee. For a state-by-state analysis of the number of Gateway Franchises that were converted to a Standard Franchise, refer to the “Conversion from Gateway to Standard Franchise” column in the Status of Gateway Outlets table.

The number of outlets reacquired by Snap-on includes outlets where the Standard Franchise was terminated for cause or where Snap-on unilaterally refused renewal. Because Snap-on also reacquires these outlets after the Standard Franchise has been terminated or not renewed by Snap-on, these outlets are set forth in the “Reacquired by Franchisor” column. Set forth below is a state-by-state listing of the number of franchises that were terminated for cause during the last three fiscal years. The balance in the column represents the outlets where the Standard Franchisee ceased operations and the outlet was reacquired by Snap-on.

AR 2009 – 2 franchises were terminated for cause.
 2009 – 1 franchise was not renewed by Snap-on.

AZ 2009 – 2 franchises were terminated for cause.

CA 2008 – 3 franchises were terminated for cause.
 2009 – 2 franchises were terminated for cause.

DE 2010 – 1 franchise was terminated for cause.

FL 2008 – 1 franchise was terminated for cause.
 2009 – 1 franchise was terminated for cause.

GA 2010 – 1 franchise not renewed by Snap-on.

IL 2008 – 1 franchise was terminated for cause.

IN 2009 – 1 franchise was terminated for cause.
 2010 – 1 franchise was terminated for cause.

LA 2008 – 1 franchise was terminated for cause.

MD 2008 – 2 franchises were terminated for cause.
 2009 – 2 franchises were terminated for cause.

MA 2009 – 1 franchise was terminated for cause.

MI 2010 – 1 franchise was terminated for cause

MO 2010 – 1 franchise was terminated for cause.

NJ 2008 – 2 franchises were terminated for cause.
 2009 – 2 franchises were terminated for cause.
 2010 – 1 franchise was terminated for cause.

NY 2010 – 1 franchise was terminated for cause.

NC 2008 – 1 franchise was terminated for cause.

PA 2009 – 2 franchises were terminated for cause.
 2010 – 1 franchise not renewed by Snap-on.

TN 2010 – 1 franchise terminated for cause.

TX 2008 – 2 franchises were terminated for cause.
 2009 – 1 franchise was terminated for cause.
 2010 – 2 franchises terminated for cause.

VA 2008 – 1 franchise was terminated for cause.
 2009 – 1 franchise was terminated for cause.

WA 2008 – 1 franchise was terminated for cause.

WI 2008 – 1 franchise was terminated for cause.

The chart below sets, on a state-by-state basis, the status of outlets owned by Gateway Franchisees for the last three fiscal years ending January 1, 2011, January 2, 2010 and January 3, 2009.

Status of Gateway Outlets for Years 2008 – 2010

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Conversion from Gateway to Standard Franchise	Outlets at End of Year
AL	2008	3	2	0	0	2	2	1
	2009	1	6	0	0	1	1	5
	2010	5	2	0	0	1	2	4
AK	2008	0	0	0	0	0	0	0
	2009	0	0	0	0	0	0	0
	2010	0	1	0	0	0	0	1
AZ	2008	3	5	0	0	1	0	7
	2009	7	3	0	0	3	1	6
	2010	6	2	0	0	2	1	5

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Conversion from Gateway to Standard Franchise	Outlets at End of Year
AR	2008	2	1	0	0	3	0	0
	2009	0	2	0	0	0	0	2
	2010	2	3	0	0	1	2	2
CA	2008	3	2	0	0	0	0	5
	2009	5	7	0	0	3	1	8
	2010	8	10	0	0	1	2	15
CO	2008	1	0	0	0	0	1	0
	2009	0	4	0	0	0	0	4
	2010	4	0	0	0	0	3	1
CT	2008	0	0	0	0	0	0	0
	2009	0	0	0	0	0	0	0
	2010	0	0	0	0	0	0	0
DE	2008	0	0	0	0	0	0	0
	2009	0	0	0	0	0	0	0
	2010	0	0	0	0	0	0	0
FL	2008	10	7	0	0	3	4	10
	2009	10	12	0	0	3	3	16
	2010	16	3	0	0	4	3	12
GA	2008	10	4	0	0	3	3	8
	2009	8	1	0	0	4	1	4
	2010	4	1	0	0	2	1	2
HI	2008	0	0	0	0	0	0	0
	2009	0	0	0	0	0	0	0
	2010	0	0	0	0	0	0	0
ID	2008	2	0	0	0	0	2	0
	2009	0	1	0	0	0	0	1
	2010	1	1	0	0	1	0	1
IL	2008	9	7	0	0	4	1	11
	2009	11	4	0	0	4	1	10
	2010	10	7	0	0	4	3	10
IN	2008	11	5	0	0	3	4	9
	2009	9	4	0	0	1	4	8
	2010	8	4	0	0	4	1	7
IA	2008	4	2	0	0	2	1	3
	2009	3	2	0	0	1	0	4
	2010	4	1	0	0	2	1	2
KS	2008	1	1	0	0	1	1	0
	2009	0	4	0	0	0	0	4
	2010	4	1	0	0	1	2	2
KY	2008	6	3	0	0	1	3	5
	2009	5	1	0	0	3	1	2
	2010	2	1	0	0	0	1	2
LA	2008	2	2	0	0	0	0	4
	2009	4	0	0	0	0	1	3
	2010	3	1	0	0	1	2	1
ME	2008	6	2	0	0	3	3	2
	2009	2	0	0	0	1	1	0
	2010	0	0	0	0	0	0	0

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Conversion from Gateway to Standard Franchise	Outlets at End of Year
MD	2008	6	1	0	0	3	1	3
	2009	3	2	0	0	0	2	3
	2010	3	1	0	0	0	1	3
MA	2008	5	2	0	0	3	1	3
	2009	3	1	0	0	1	2	1
	2010	1	0	0	0	0	0	1
MI	2008	10	7	0	0	1	4	12
	2009	12	8	0	0	4	2	14
	2010	14	5	0	0	6	4	9
MN	2008	3	2	0	0	1	1	3
	2009	3	3	0	0	1	1	4
	2010	4	0	0	0	1	0	3
MS	2008	4	3	0	0	0	1	6
	2009	6	4	0	0	3	1	6
	2010	6	3	0	0	1	4	4
MO	2008	11	3	0	0	7	2	5
	2009	5	1	0	0	0	2	4
	2010	4	2	0	0	1	1	4
MT	2008	0	1	0	0	0	0	1
	2009	1	0	0	0	1	0	0
	2010	0	1	0	0	0	0	1
NE	2008	4	2	0	0	1	1	4
	2009	4	1	0	0	2	1	2
	2010	2	3	0	0	0	1	4
NV	2008	0	3	0	0	0	0	3
	2009	3	0	0	0	0	0	3
	2010	3	0	0	0	0	2	1
NH	2008	7	0	0	0	0	3	4
	2009	4	0	0	0	1	2	1
	2010	1	0	0	0	0	1	0
NJ	2008	6	0	0	0	3	1	2
	2009	2	1	0	0	0	2	1
	2010	1	1	3	0	0	0	4
NM	2008	3	2	0	0	0	1	4
	2009	4	1	0	0	1	1	3
	2010	3	0	0	0	1	1	1
NY	2008	6	6	0	0	3	0	9
	2009	9	2	0	0	2	6	3
	2010	3	4	0	0	0	2	5
NC	2008	16	2	0	0	5	8	5
	2009	5	3	0	0	2	1	5
	2010	5	1	0	0	2	2	2
ND	2008	1	0	0	0	1	0	0
	2009	0	0	0	0	0	0	0
	2010	0	0	0	0	0	0	0
OH	2008	13	11	0	0	4	5	15
	2009	15	9	0	0	3	5	16
	2010	16	6	0	0	5	6	11

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Conversion from Gateway to Standard Franchise	Outlets at End of Year
OK	2008	11	7	0	0	3	6	9
	2009	9	4	0	0	3	1	9
	2010	9	6	0	0	1	4	10
OR	2008	7	1	0	0	2	3	3
	2009	3	1	0	0	1	1	2
	2010	2	2	0	0	0	1	1
PA	2008	14	9	0	0	4	3	16
	2009	16	11	0	0	6	3	18
	2010	18	5	0	0	9	4	10
RI	2008	1	0	0	0	1	0	0
	2009	0	0	0	0	0	0	0
	2010	0	0	0	0	0	0	0
SC	2008	2	2	0	0	0	1	3
	2009	3	2	0	0	1	1	3
	2010	3	1	0	0	0	2	2
SD	2008	0	0	0	0	0	0	0
	2009	0	0	0	0	0	0	0
	2010	0	1	0	0	0	0	1
TN	2008	7	2	0	0	4	0	5
	2009	5	1	0	0	2	1	3
	2010	3	4	0	0	0	3	4
TX	2008	21	7	0	0	8	7	13
	2009	13	11	0	0	6	5	13
	2010	13	9	0	0	2	5	15
UT	2008	2	2	0	0	0	1	3
	2009	3	3	0	0	1	2	3
	2010	3	3	0	0	1	1	4
VT	2008	0	1	0	0	0	0	1
	2009	1	0	0	0	1	0	0
	2010	0	0	0	0	0	0	0
VA	2008	10	2	0	0	1	4	7
	2009	7	6	0	0	1	2	10
	2010	10	3	0	0	2	5	6
WA	2008	3	0	0	0	0	1	2
	2009	2	0	0	0	0	1	1
	2010	1	1	0	0	1	0	1
WV	2008	7	3	0	0	2	5	3
	2009	3	0	0	0	1	2	0
	2010	0	2	0	0	2	0	0
WI	2008	9	10	0	0	4	3	12
	2009	12	5	0	0	3	4	10
	2010	10	4	0	0	5	2	7
WY	2008	0	0	0	0	0	0	0
	2009	0	0	0	0	0	0	0
	2010	0	0	0	0	0	0	0

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Conversion from Gateway to Standard Franchise	Outlets at End of Year
PR	2008	6	0	0	0	0	0	6
	2009	6	0	0	0	1	0	5
	2010	5	0	0	0	2	3	0
TOTAL	2008	268	134	0	0	87	88	227
	2009	227	131	0	0	72	66	220
	2010	220	106	0	0	66	79	181

NOTE: The total Outlets Opened and Outlets at End of Year 2010 in the chart above, excludes 10 Gateway Franchise outlets for which Snap-on entered into a franchise agreement, but the outlets were not operational as of the fiscal year ending January 1, 2011. As of the Effective Date of this disclosure document, these 10 outlets are all in operation.

NOTES:

In the table above, certain outlets or franchises changed ownership two or more times during the same fiscal year. Set forth below is a description of those changes:

AL 2010 – 1 Gateway Franchise ceased operations in 2010, was reacquired by Snap-on and re-franchised as a Gateway Franchise in 2010.

AR 2010 – 1 Gateway Franchise ceased operations in 2010, was reacquired by Snap-on and re-franchised as a Gateway Franchise in 2010.

AZ 2009 – 1 Gateway Franchise ceased operations in 2009, was reacquired by Snap-on and re-franchised as a Standard Franchise in 2009.

2009 – 1 Gateway Franchise ceased operations in 2009, was reacquired by Snap-on and re-franchised as a Gateway Franchise in 2009.

CA 2009 – 1 Gateway Franchise ceased operations in 2009, was reacquired by Snap-on and re-franchised as a Standard Franchise in 2009.

2010 – 1 Gateway Franchise ceased operations in 2010, was reacquired by Snap-on and re-franchised as a Gateway Franchise in 2010.

FL 2008 – 1 Gateway Franchise ceased operations in 2008, was reacquired by Snap-on and re-franchised as a Standard Franchise in 2008.

2009 – 2 Gateway Franchise ceased operations in 2009, were reacquired by Snap-on and re-franchised as Gateway Franchises in 2009.

2010 – 1 Gateway Franchise ceased operations in 2010, was reacquired by Snap-on and re-franchised as a Gateway Franchise in 2010.

2010 – 2 Gateway Franchises ceased operations in 2010, were reacquired by Snap-on and re-franchised as Gateway Franchises in 2010.

GA 2008 – 2 Gateway Franchises ceased operations in 2008, were reacquired by Snap-on and re-franchised as Gateway Franchises in 2008.

2009 – 2 Gateway Franchises ceased operations in 2009, were reacquired by Snap-on and re-franchised as Standard Franchises in 2009.

2009 – 1 Gateway Franchise ceased operations in 2009, was reacquired by Snap-on and re-franchised as a Gateway Franchise in 2009.

2010 – 1 Gateway Franchise ceased operations in 2010, was reacquired by Snap-on and re-franchised as a Standard Franchise in 2010.

IL 2009 – 1 Gateway Franchise ceased operations in 2009, was reacquired by Snap-on and re-franchised as a Standard Franchise in 2009.

2009 – 1 Gateway Franchise ceased operations in 2009, was reacquired by Snap-on and re-franchised as a Gateway Franchise in 2009.

2010 – 2 Gateway Franchises ceased operations in 2010, were reacquired by Snap-on and re-franchised as Gateway Franchises in 2010.

2010 – 1 Gateway Franchise ceased operations in 2010, was reacquired by Snap-on and re-franchised as a Standard Franchise in 2010.

IN 2010 – 2 Gateway Franchises ceased operations in 2010, were reacquired by Snap-on and re-franchised as Gateway Franchises in 2010.

2010 – 1 Gateway Franchise ceased operations in 2010, was reacquired by Snap-on and re-franchised as a Standard Franchise in 2010.

IA 2008 – 1 Gateway Franchise ceased operations in 2008, was reacquired by Snap-on and re-franchised as a Gateway Franchise in 2008.

2009 – 1 Gateway Franchise ceased operations in 2009, was reacquired by Snap-on and re-franchised as a Gateway Franchise in 2009.

2010 – 1 Gateway Franchise ceased operations in 2010, was reacquired by Snap-on and re-franchised as a Standard Franchise in 2010.

LA 2010 – 1 Gateway Franchise ceased operations in 2010, was reacquired by Snap-on and re-franchised as a Standard Franchise in 2010.

KS 2008 – 1 Gateway Franchise ceased operations in 2008, was reacquired by Snap-on and re-franchised as a Standard Franchise in 2008.

KY 2009 – 1 Gateway Franchise ceased operations in 2009, was reacquired by Snap-on and re-franchised as a Gateway Franchise in 2009.

2009 – 1 Gateway Franchise ceased operations in 2009, was reacquired by Snap-on and re-franchised as a Standard Franchise in 2009.

ME 2008 – 1 Gateway Franchise ceased operations in 2008, was reacquired by Snap-on and re-franchised as a Standard Franchise in 2008.

2008 – 1 Gateway Franchise ceased operations in 2008, was reacquired by Snap-on, re-franchised as a Gateway Franchise in 2008, ceased operations again in 2008, reacquired by Snap-on and re-franchised as a Standard Franchise in 2008.

- MI 2009 – 2 Gateway Franchises ceased operations in 2009, were reacquired by Snap-on and re-franchised as Standard Franchises in 2009.
- 2009 – 1 Gateway Franchise ceased operations in 2009, was reacquired by Snap-on and re-franchised as a Gateway Franchise in 2009.
- 2010 – 1 Gateway Franchise ceased operations in 2010, was reacquired by Snap-on and re-franchised as a Standard Franchise in 2010.
- MN 2008 – 1 Gateway Franchise ceased operations in 2008, was reacquired by Snap-on and re-franchised as a Standard Franchise in 2008.
- 2009 – 1 Gateway Franchise ceased operations in 2009, was reacquired by Snap-on re-franchised as a Standard Franchise in 2009, ceased operations again in 2009, reacquired by Snap-on and re-franchised as a Standard Franchise in 2009.
- MS 2008 – 1 Gateway Franchise ceased operations in 2008, was reacquired by Snap-on and re-franchised as a Gateway Franchise in 2008.
- 2009 – 3 Gateway Franchises ceased operations in 2009, were reacquired by Snap-on and re-franchised as Gateway Franchises in 2009.
- MO 2008 – 1 Gateway Franchise ceased operations in 2008, was reacquired by Snap-on and re-franchised as Gateway Franchises in 2008.
- 2008 – 1 Gateway Franchise ceased operations in 2008, was reacquired by Snap-on and re-franchised as a Standard Franchise in 2008.
- 2010 – 1 Gateway Franchise ceased operations in 2010, was reacquired by Snap-on and re-franchised as a Standard Franchise in 2010.
- NE 2008 – 1 Gateway Franchise ceased operations in 2008, was reacquired by Snap-on and re-franchised as a Gateway Franchise in 2008.
- 2009 – 1 Gateway Franchise ceased operations in 2009, was reacquired by Snap-on and re-franchised as a Standard Franchise in 2009.
- 2010 – 1 Gateway Franchise ceased operations in 2010, was reacquired by Snap-on and re-franchised as a Gateway Franchise in 2010.
- NH 2009 – 1 Gateway Franchise ceased operations in 2009, was reacquired by Snap-on and re-franchised as a Standard Franchise in 2009.
- NJ 2008 – 1 Gateway Franchise ceased operations in 2008, was reacquired by Snap-on and re-franchised as a Standard Franchise in 2008.
- 2010 – 1 Gateway Franchise ceased operations in 2010, was reacquired by Snap-on and re-franchised as a Gateway Franchise in 2010.
- NY 2008 – 2 Gateway Franchises ceased operations in 2008, were reacquired by Snap-on and re-franchised as Gateway Franchises in 2008.
- 2008 – 1 Gateway Franchise ceased operations in 2008, was reacquired by Snap-on and re-franchised as a Standard Franchise in 2008.

2009 – 1 Gateway Franchise ceased operations in 2009, was reacquired by Snap-on and re-franchised as a Standard Franchise in 2009.

NC 2008 – 2 Gateway Franchises ceased operations in 2008, were reacquired by Snap-on and re-franchised as Standard Franchises in 2008.

2010 – 1 Gateway Franchise ceased operations in 2010, was reacquired by Snap-on and re-franchised as a Standard Franchise in 2010.

ND 2008 – 1 Gateway Franchise ceased operations in 2008, was reacquired by Snap-on and re-franchised as a Standard Franchise in 2008.

OH 2008 – 1 Gateway Franchise ceased operations in 2008, was reacquired by Snap-on and re-franchised as a Standard Franchise in 2008.

2009 – 3 Gateway Franchises ceased operations in 2009, were reacquired by Snap-on and re-franchised as Gateway Franchises in 2009.

2010 – 1 Gateway Franchise ceased operations in 2010, was reacquired by Snap-on and re-franchised as a Gateway Franchise in 2010.

2010 – 4 - Gateway Franchises ceased operations in 2010, were reacquired by Snap-on and re-franchised as Gateway Franchises in 2010.

OK 2008 – 1 Gateway Franchise ceased operations in 2008, was reacquired by Snap-on and re-franchised as a Standard Franchise in 2008.

2008 – 2 Gateway Franchises ceased operations in 2008, were reacquired by Snap-on and re-franchised as Gateway Franchises in 2008.

2009 – 1 Gateway Franchise ceased operations in 2009, was reacquired by Snap-on and re-franchised as a Standard Franchise in 2009.

2009 – 1 Gateway Franchise ceased operations in 2009, was reacquired by Snap-on and re-franchised as a Gateway Franchise in 2009.

2010 – 1 Gateway Franchise ceased operations in 2010, was reacquired by Snap-on and re-franchised as a Gateway Franchise in 2010.

OR 2008 – 1 Gateway Franchise ceased operations in 2008, was reacquired by Snap-on and re-franchised as a Gateway Franchise in 2008.

PA 2008 – 2 Gateway Franchises ceased operations in 2008, were reacquired by Snap-on and re-franchised as Standard Franchises in 2008.

2009 – 2 Gateway Franchises ceased operations in 2009, were reacquired by Snap-on and re-franchised as Gateway Franchises in 2009.

2009 – 1 Gateway Franchise ceased operations in 2009, was reacquired by Snap-on, re-franchised as a Gateway in 2009, ceased operations again in 2009 and reacquired by Snap-on.

2009 – 1 Gateway Franchise ceased operations in 2009, was reacquired by Snap-on and re-franchised as a Standard Franchise in 2009.

2010 – 1 Gateway Franchise ceased operations in 2010, was reacquired by Snap-on and re-franchised as a Gateway Franchise in 2010.

2010 – 4 Gateway Franchises ceased operations in 2010, were reacquired by Snap-on and re-franchised as Gateway Franchises in 2010.

SC 2009 – 1 Gateway Franchise ceased operations in 2009, was reacquired by Snap-on and re-franchised as a Gateway Franchise in 2009.

TN 2008 – 1 Gateway Franchise ceased operations in 2008, was reacquired by Snap-on and re-franchised as a Standard Franchises in 2008.

2008 – 1 Gateway Franchise ceased operations in 2008, was reacquired by Snap-on and re-franchised as a Gateway Franchise in 2008.

2008 – 1 Gateway Franchise ceased operations in 2008, was reacquired by Snap-on, re-franchised as a Gateway in 2008, ceased operations again in 2008 and was reacquired by Snap-on in 2008.

TX 2008 – 2 Gateway Franchises ceased operations in 2008, were reacquired by Snap-on and re-franchised as Standard Franchises in 2008.

2008 – 3 Gateway Franchises ceased operations in 2008, were reacquired by Snap-on and re-franchised as Gateway Franchises in 2008.

2009 – 1 Gateway Franchise ceased operations in 2009, was reacquired by Snap-on and re-franchised as a Gateway Franchise in 2009.

2009 – 2 Gateway Franchises ceased operations in 2009, were reacquired by Snap-on and re-franchised as Standard Franchises in 2009.

2009 – 1 Gateway Franchise ceased operations in 2009, was reacquired by Snap-on and re-franchised as a Gateway Franchise in 2009.

2010 – 1 Gateway Franchise ceased operations in 2010, was reacquired by Snap-on and re-franchised as a Gateway Franchise in 2010.

VA 2009 – 1 Gateway Franchise ceased operations in 2009, was reacquired by Snap-on and re-franchised as a Gateway Franchise in 2009.

2010 – 1 Gateway Franchise ceased operations in 2010, was reacquired by Snap-on and re-franchised as a Gateway Franchise in 2010.

VT 2009 – 1 Gateway Franchise ceased operations in 2009, was reacquired by Snap-on and re-franchised as a Standard Franchise in 2009.

WI 2008 – 2 Gateway Franchises ceased operations in 2008, were reacquired by Snap-on and re-franchised as Gateway Franchises in 2008.

2008 – 1 Gateway Franchise ceased operations in 2008, was reacquired by Snap-on and re-franchised as a Standard Franchise in 2008.

2009 – 1 Gateway Franchise ceased operations in 2009, was reacquired by Snap-on and re-franchised as a Gateway Franchise in 2009.

2010 – 3 Gateway Franchises ceased operations in 2010, were reacquired by Snap-on and re-franchised as Standard Franchises in 2010.

The number of Gateway Franchised Outlets reacquired by Snap-on includes outlets where the Gateway Franchise was terminated for cause. Because Snap-on also reacquires these outlets after the Gateway Franchise has been terminated, these outlets are set forth in the “Reacquired by Franchisor” column. Set forth below is a state-by-state listing of the number of Gateway Franchises that were terminated for cause during the last three fiscal years. The balance in the column represents the outlets where the Gateway Franchisee ceased operations and the outlet was reacquired by Snap-on.

FL 2008 – 1 franchise was terminated for cause.

The chart below sets forth, on a state-by-state basis, the status of Company-owned outlets for the last three fiscal years ending January 1, 2011, January 2, 2010 and January 3, 2009.

Status of Company-Owned Outlets for Years 2008 – 2010

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of Year
AL	2008	2	2	8	7	3	2
	2009	2	2	6	4	2	4
	2010	4	0	3	2	1	4
AK	2008	0	0	0	0	0	0
	2009	0	0	0	0	0	0
	2010	0	0	2	0	2	0
AZ	2008	1	1	7	4	4	1
	2009	1	2	11	1	10	3
	2010	3	2	8	3	5	5
AR	2008	0	0	7	4	3	0
	2009	0	2	6	3	3	2
	2010	2	1	5	2	3	3
CA	2008	2	9	36	24	13	10
	2009	10	1	33	17	17	10
	2010	10	4	30	9	20	15
CO	2008	0	0	2	0	2	0
	2009	0	0	4	0	4	0
	2010	0	0	4	1	3	0
CT	2008	0	1	4	4	0	1
	2009	1	3	2	2	0	4
	2010	4	2	2	0	3	5
DE	2008	0	0	1	1	0	0
	2009	0	1	1	0	1	1
	2010	1	0	0	0	1	1
FL	2008	1	3	24	7	18	3
	2009	3	6	26	3	23	9
	2010	9	2	19	4	13	13
GA	2008	1	2	8	5	4	2
	2009	2	4	15	1	14	6
	2010	6	0	12	1	11	6
HI	2008	0	0	1	1	0	0
	2009	0	0	0	0	0	0
	2010	0	0	1	0	1	0

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of Year
ID	2008	0	0	1	1	0	0
	2009	0	1	3	1	2	1
	2010	1	0	5	0	5	1
IL	2008	2	3	11	0	11	5
	2009	5	6	13	5	10	9
	2010	9	3	11	3	9	11
IN	2008	3	2	11	11	3	2
	2009	2	1	5	3	2	3
	2010	3	1	9	4	7	2
IA	2008	0	2	4	3	1	2
	2009	2	0	3	1	2	2
	2010	2	0	7	0	7	2
KS	2008	0	1	2	1	1	1
	2009	1	1	3	1	2	2
	2010	2	0	3	2	2	1
KY	2008	1	0	4	4	1	0
	2009	0	0	5	3	2	0
	2010	0	0	0	0	0	0
LA	2008	0	2	5	2	3	2
	2009	2	1	4	3	1	3
	2010	3	1	6	2	4	4
ME	2008	1	0	4	2	3	0
	2009	0	0	1	1	0	0
	2010	0	0	2	0	2	0
MD	2008	0	2	11	6	5	2
	2009	2	3	12	6	7	4
	2010	4	0	2	2	1	3
MA	2008	0	5	10	10	0	5
	2009	5	3	6	3	4	7
	2010	7	2	7	1	6	9
MI	2008	1	3	15	8	6	5
	2009	5	4	9	5	6	7
	2010	7	4	18	5	15	9
MN	2008	2	1	5	6	1	1
	2009	1	2	5	2	3	3
	2010	3	2	5	2	4	4
MS	2008	1	2	1	3	0	1
	2009	1	0	6	2	4	1
	2010	1	0	3	1	2	1
MO	2008	0	6	11	5	6	6
	2009	6	1	8	5	3	7
	2010	7	2	9	4	4	10
MT	2008	0	1	0	1	0	0
	2009	0	1	4	2	2	1
	2010	1	0	2	1	1	1
NE	2008	1	0	3	3	1	0
	2009	0	0	5	2	3	0
	2010	0	1	3	0	3	1
NV	2008	0	0	3	1	2	0
	2009	0	0	1	1	0	0
	2010	0	0	2	0	2	0

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of Year
NH	2008	0	0	1	0	1	0
	2009	0	0	3	0	3	1
	2010	1	0	3	0	3	1
NJ	2008	0	3	9	3	6	3
	2009	3	0	9	2	7	3
	2010	3	1	9	1	8	4
NM	2008	0	3	1	1	0	3
	2009	3	1	2	2	0	4
	2010	4	1	3	0	3	5
NY	2008	0	3	11	9	2	3
	2009	3	5	19	5	14	8
	2010	8	3	19	4	16	10
NC	2008	4	2	13	14	3	2
	2009	2	3	5	3	3	4
	2010	4	2	6	2	5	5
ND	2008	0	0	3	1	2	0
	2009	0	0	0	0	0	0
	2010	0	0	1	0	1	0
OH	2008	2	6	13	12	2	7
	2009	7	3	10	5	5	10
	2010	10	1	13	3	12	9
OK	2008	0	1	7	3	4	1
	2009	1	0	5	0	5	1
	2010	1	0	5	0	5	1
OR	2008	1	2	4	4	1	2
	2009	2	1	6	4	1	4
	2010	4	0	3	2	2	3
PA	2008	3	3	22	16	7	5
	2009	5	8	23	5	18	13
	2010	13	4	26	12	15	16
RI	2008	0	0	4	2	2	0
	2009	0	1	0	0	0	1
	2010	1	0	0	0	0	1
SC	2008	0	0	5	2	3	0
	2009	0	1	7	3	4	1
	2010	1	0	5	0	5	1
SD	2008	0	0	1	1	0	0
	2009	0	0	1	1	0	0
	2010	0	0	2	1	1	0
TN	2008	0	2	15	8	7	2
	2009	2	4	9	7	2	6
	2010	6	3	4	5	2	6
TX	2008	2	5	23	15	11	4
	2009	4	3	19	12	9	5
	2010	5	0	18	6	14	3
UT	2008	0	0	2	1	0	1
	2009	1	1	2	0	2	2
	2010	2	0	5	0	5	2
VT	2008	0	1	0	1	0	0
	2009	0	2	2	0	2	2
	2010	2	0	1	0	3	0

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of Year
VA	2008	5	0	9	11	1	2
	2009	2	0	14	5	9	2
	2010	2	0	13	3	7	5
WA	2008	0	0	7	3	4	0
	2009	0	1	6	2	4	1
	2010	1	1	8	4	4	2
WV	2008	5	0	3	6	1	1
	2009	1	0	1	2	0	0
	2010	0	2	6	2	4	2
WI	2008	2	5	13	14	1	5
	2009	5	3	10	4	6	8
	2010	8	1	8	3	6	8
WY	2008	0	0	0	0	0	0
	2009	0	0	1	0	1	0
	2010	0	0	1	0	1	0
DC	2008	0	1	0	0	0	1
	2009	1	0	0	1	0	0
	2010	0	1	0	0	0	1
PR	2008	0	0	0	0	0	0
	2009	0	0	1	0	1	0
	2010	0	0	3	0	3	0
TOTAL	2008	43	85	365	251	149	93
	2009	93	83	352	140	223	165
	2010	165	47	343	96	263	196

NOTES:

The totals in the “Outlets Reacquired from Franchisees” and “Outlets Sold to Franchisees” do not include the outlets which were converted from a Gateway Franchise to a Standard Franchise.

The “Outlets Closed” column includes company-owned outlets that ceased being operated by an employee. It also includes situations where the outlet or List of Calls has been dissolved and the “outlet” no longer exists as it had in prior years. The “Outlet Closed” column also includes the outlets or routes which are vacant at the end of the fiscal year and not being serviced by a company-owned representative or a franchisee.

The “Outlets at End of Year” column includes 3 Sales Representatives.

The chart below sets, on a state-by-state basis, the projected opening of outlets to be opened during the 2011 fiscal year.

Projected New Franchised Outlets during the 2011 Fiscal Year

State	Franchise Agreements Signed but Outlet not Opened	Projected New Franchised Outlet in the Next Fiscal Year	Projected New Gateway Outlets in Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
AL	0	3	1	0
AK	0	2	0	0
AZ	1	8	4	0
AR	0	5	2	0

State	Franchise Agreements Signed but Outlet not Opened	Projected New Franchised Outlet in the Next Fiscal Year	Projected New Gateway Outlets in Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
CA	5	21	6	1
CO	1	3	1	0
CT	0	1	0	0
DE	0	1	0	0
FL	4	17	2	1
GA	0	13	1	0
HI	1	3	0	0
ID	0	4	2	0
IL	2	12	3	0
IN	1	8	3	0
IA	0	5	1	0
KS	1	6	3	0
KY	1	5	1	0
LA	0	9	2	0
ME	0	6	0	0
MD	1	6	1	1
MA	1	8	1	0
MI	3	11	7	2
MN	0	5	3	0
MS	0	2	1	0
MO	2	7	4	0
MT	0	2	2	0
NE	0	4	2	0
NV	0	3	1	0
NH	0	5	0	0
NJ	0	18	2	1
NM	0	2	2	1
NY	1	14	2	1
NC	1	13	1	0
ND	0	1	1	0
OH	0	13	3	0
OK	0	6	3	0
OR	0	6	1	0
PA	1	21	4	2
RI	0	4	1	0
SC	0	7	1	0
SD	0	2	1	0
TN	1	7	2	1
TX	1	18	5	1
UT	1	5	3	0
VT	0	4	0	0
VA	1	6	1	1
WA	0	4	2	1
WV	2	3	1	0
WI	2	3	1	0
WY	0	2	1	0

State	Franchise Agreements Signed but Outlet not Opened	Projected New Franchised Outlet in the Next Fiscal Year	Projected New Gateway Outlets in Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
PR	0	3	0	0
TOTAL	35	352	92	13

NOTE: Of the 35 Franchise Agreements Signed but Outlet not Opened as of fiscal year ending January 1, 2011, in the table above, 33 are in operation as of the Effective Date of this disclosure document.

A list of the names of all current franchisees as of January 1, 2011, along with their addresses and telephone numbers are listed as Appendix E to this disclosure document.

Attached as Appendix F is a list of the names, city and state, and last known home telephone number of franchisees who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the fiscal year ended January 1, 2011, or who has not communicated with Snap-on within 10 weeks of the date of this disclosure document. It includes 332 former franchisees or Independents who are no longer in the system. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

In some instances, current and former franchisees sign agreements with provisions restricting their ability to speak openly about their experience with Snap-on. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

We created a National Franchisee Advisory Council ("NFAC"), which currently consists of 9 franchisees elected by their peers and 3 members that we appoint. It meets with management at least two times a year and brings to management's attention issues raised by franchisees. Information about the NFAC or their members can be obtained from David Wells, Lead Ombudsman, at 2801 80th Street, Kenosha, Wisconsin, 53143.

ITEM 21 FINANCIAL STATEMENTS

Attached as Appendix G to this disclosure document are Snap-on Incorporated's audited consolidated financial statements, including comparative balance sheets as of January 1, 2011 and January 2, 2010, and statements of earnings, stockholders equity and cash flows for the years ended January 1, 2011, January 2, 2010 and January 3, 2009. Snap-on Incorporated absolutely and unconditionally guarantees to assume the duties and obligations of Snap-on to those franchisees who purchase franchises from Snap-on prior to the expiration of this disclosure document. A copy of the guarantee of Snap-on Incorporated is also attached as Appendix H.

ITEM 22 CONTRACTS

The following agreements are attached as Appendix I to this disclosure document:

- I.1.A Standard Franchise Agreement
- I.1.B Gateway Franchise Agreement

- I.1.C Owner's Guaranty of Franchisee's Obligations
- I.1.D.1 Addendum to Snap-on Tools Standard Franchise Agreement (Renewal Franchise)
- I.1.D.2 Addendum to Snap-on Tools Standard Franchise Agreement (Transfer Franchise)
- I.1.D.3 Addendum to Snap-on Tools Standard Franchise Agreement (Gateway Franchisee Becoming a Standard Franchisee)
- I.1.D.4 Addendum to Snap-on Tools Standard Franchise Agreement (Expansion Franchise)
- I.1.D.5 Addendum to Snap-on Tools Standard Franchise Agreement (Veterans Discount)
- I.1.D.6 Addendum to Snap-on Tools Standard Franchise Agreement (Additional Van Conversion to Standard Franchise)
- I.1.E Agreement to Purchase New Products

- I.2 Franchisee Servicing Agreement

- I.3 Loan and Security Agreement
- I.3.A Continuing Unconditional Guarantee

- I.4 Promissory Note
- I.4.A Promissory Note

- I.5.A DSS OnLine Limited Software License and Maintenance Agreement
- I.5.B MFS OnLine Limited Software License and Maintenance Agreement
- I.5.C Snap-on Tools Software License and Support Agreement

- I.6.A RA Financing Agreement (Standard Franchise)
- I.6.B RA Financing Agreement (Gateway Franchise)
- I.6.C RA Loan Addendum to Loan and Security Agreement
- I.6.D RA Loan Promissory Note

- I.7 Vehicle Lease Agreement, Amendment to Vehicle Lease Agreement, Continuing Unconditional Guarantee, Acceptance Certificate and Van Maintenance Agreement

- I.8 Snap-on Credit Automated Payment Plan

- I.9 Franchisee Web Page Participation Agreement

- I.10 Acknowledgement Regarding List of Calls

- I.11.A Release (Expansion)
- I.11.B Release (Renewal)
- I.11.C Consent to Transfer Agreement
- I.11.D Cancellation of Gateway Franchise Agreement and Release

ITEM 23
RECEIPT

The last two pages of this disclosure document are detachable documents acknowledging your receipt of the disclosure document. Keep one copy of this receipt and return the other, fully executed, to us.

**Addendum to the
Snap-on Tools Company LLC
Franchise Disclosure Document
For Use in California**

1. Except as set forth in Appendices A and B, neither Snap-on nor any of the persons identified in Item 2 of the disclosure document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, suspending or expelling such persons from membership in such association or exchange.

2. The following sentence is added at the end of Item 6:

Snap-on cannot ascertain the amount of the Credit and Lease Program and Open Account Payments, Indemnification or Administrative Handling Charge as each of these fees will vary from franchisee to franchisee and will depend on your particular circumstances.

3. The following paragraphs are added at the end of Item 17 of the disclosure document pursuant to regulations under the California Franchise Investment Law:

Transfer upon Death. The California Franchise Agreement provides for transfer upon death (See the Addendum to Standard Franchise Agreement for Use in California or the Addendum to Gateway Franchise Agreement for Use in California).

California Law Regarding Termination and Non-Renewal. California Business and Professions Code, sections 20000 through 20043, provide rights to franchisees concerning termination of the franchise. If the Franchise Agreement contains a provision that is inconsistent with this law, the law will control.

Termination upon Bankruptcy. The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (Title 11, United States Code, section 101 and following sections).

Arbitration. The Franchise Agreement requires binding arbitration. The arbitration will occur at the office of the American Arbitration Association nearest the Snap-on Regional Sales Office to which franchisee was assigned prior to the dispute; provided, however, if such office is outside the state in which the franchisee resides, franchisee may cause the arbitration to be held within franchisee's state of residence at a place mutually convenient to the parties and the arbitrator. The arbitration shall proceed before a single arbitrator. The arbitrator shall be chosen by the striking method from a panel of neutral arbitrators provided by the American Arbitration Association. If the amount claimed by the party filing for arbitration both in the original demand for arbitration and in any amendment is less than Seventy-five Thousand Dollars (\$75,000.00), Snap-on shall pay the fees and expenses of the arbitrator and shall also pay the filing fees and costs charged by the American Arbitration Association up to a maximum of Seven Thousand Five Hundred Dollars (\$7,500.00). Any amount in excess of Seven Thousand Five Hundred Dollars (\$7,500.00) will be split equally by the parties. If the amount of the claim filed either in the original demand for arbitration or by amendment is for Seventy-five Thousand Dollars (\$75,000.00) or more, the parties agree to split equally the fees and expenses of the arbitrator and the filing fees and costs charged by the American Arbitration Association.

This provision may not be enforceable under California law.

Applicable Law. The Franchise Agreement requires application of the laws of the state in which the Snap-on Regional Sales Office is located to which franchisee was assigned at the time the Franchise Agreement was executed, except to the extent that the Federal Arbitration Act shall apply. This provision may not be enforceable under California law.

Post-Term Noncompetition Covenant. The Franchise Agreement contains a post-term covenant not to compete. This provision may not be enforceable under California law.

**Addendum to the
Snap-on Tools Company LLC
Franchise Disclosure Document
For Use in Hawaii**

The State of Hawaii requires that the following statement be added to the Cover Page of the disclosure document:

THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE, OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS 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.

The State of Hawaii also requires that the following additional information be provided with respect to Item 17 of the Franchise disclosure document:

1. Under the Hawaii Franchise Investment Law, the conditions under which Snap-on may repurchase inventory cannot be conditioned upon signing a termination agreement (see the Addendum to Standard Franchise Agreement for Use in Hawaii or the Addendum to Gateway Franchise Agreement for Use in Hawaii).

The following paragraphs are added at the end of Item 20 of this disclosure document pursuant to regulation promulgated under the Hawaii Franchise Investment Law:

The following list reflects the status of the franchise registrations of Snap-on in the states which require registration:

a. The states in which this proposed registration is effective: California (exempt), Florida (exempt), Hawaii, Illinois (exempt), Indiana (exempt), Maine, Maryland (exempt), Michigan, Minnesota, Nebraska (exempt), New York (exempt), North Carolina, North Dakota (exempt), Rhode Island (exempt), South Dakota, Utah (exempt), Virginia (exempt), Washington and Wisconsin (exempt).

b. The states in which this proposed registration is or will be shortly on file: None.

c. The states, if any, which have refused, by order or otherwise, to register these franchises: None.

d. The states, if any, which have revoked or suspended the right to offer these franchises: None.

e. The states, if any, in which the proposed registration of these franchises has been withdrawn: None.

**Addendum to the
Snap-on Tools Company LLC
Franchise Disclosure Document
For Use in Illinois**

The State of Illinois requires that the following additional information be provided with respect to Item 17 of the disclosure document:

1. The conditions under which a franchisee can be terminated may be affected by Illinois law, 815 ILCS 705/19 and 705/20.
2. Any provision in a franchise agreement that designates jurisdiction or venue in a forum outside of the State of Illinois is void provided that a franchise agreement may provide for arbitration in a forum outside of the State.
3. Any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of the Illinois Franchise Disclosure Act (the "Act") or any other law of this State is void. This Section shall not prevent any person from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any of the provisions of the Act, nor shall it prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code.

**Addendum to the
Snap-on Tools Company LLC
Franchise Disclosure Document
For Use in Indiana**

The State of Indiana requires that the following additional information be provided with respect to Item 17 of the disclosure document:

1. The Indiana Franchise Agreement provides for certain rights of the surviving spouse, heirs or the estate of the franchisee upon the death or incapacity of franchisee (See the Addendum to Standard Franchise Agreement for Use in Indiana or the Addendum to Gateway Franchise Agreement for Use in Indiana).
2. The Indiana Deceptive Franchise Practices Act provides that your Franchise Agreement cannot contain a provision requiring you to prospectively assent to a release which purports to release any person from any claims under the Indiana Franchise Disclosure Law and the Indiana Deceptive Practices Act. Any provision in your Franchise Agreement that is inconsistent with this provision will be unenforceable.

**Addendum to the
Snap-on Tools Company LLC
Franchise Disclosure Document
For Use in Maine**

The following additional information is required to be disclosed by Maine law:

1. As required by Maine law, Snap-on has secured a bond in the amount of \$30,000 issued by Travelers Casualty and Surety Company of America, 445 South Moorland Road, Brookfield, WI 53005. Before signing a contract to purchase a business opportunity, you should check with the surety company to determine the current status of the bond.

2. Pursuant to Maine law, you have the right to avoid the contract for purchase of this business opportunity within 3 business days following the signing of the contract. You should obtain and study a copy of the law regulating the sale of business opportunities before you attempt to avoid the contract. This law is found in the Maine Revised Statutes, Title 32, section 4698.

**Addendum to the
Snap-on Tools Company LLC
Franchise Disclosure Document
For Use in Minnesota**

1. The Minnesota Department of Commerce requires that, unless the RA Deposit has been financed by Snap-on, the balance remaining, if any, of the RA Deposit is to be refunded six months from the effective date of the Standard Franchise Agreement or, if applicable, from the effective date of the RA Loan Promissory Note for Standard Franchisees participating in the RA Financing Program. The Minnesota Department of Commerce also requires that the refund, if any, not be offset against obligations of Standard Franchisee to Snap-on and that it be refunded promptly (See Item 7, note 7, Standard Franchise-Initial Investment, for a discussion concerning the RA Deposit).

2. The second paragraph in Item 13 of the disclosure document is amended to add the following language as the last sentence:

However, Snap-on will indemnify Minnesota franchisees against liability to third parties resulting from claims by third parties that your use of Snap-on's trademarks infringes trademark rights of the third party; provided that you give notice to Snap-on of any such claim within 10 days and you tender to Snap-on defense of the claim and management of the defense, including the right to compromise, settle, or otherwise resolve the claims and to decide whether to appeal any determination involving the claim.

3. Snap-on will comply with Minnesota Statutes section 80C.14, subdivisions 3, 4, and 5 which require, except in certain specified cases, that a franchisee be given 90 days notice of termination (with 60 days to cure) (See Item 17 of the disclosure document, the Addendum to the Standard Franchise Agreement for Use in Minnesota or the Addendum to the Gateway Franchise Agreement for Use in Minnesota).

4. The State of Minnesota requires that the Cover Page and Item 17 of the disclosure document be amended to include the following language as it concerns governing law, jurisdiction and venue, and choice of forum:

“Pursuant to Minn. Stat. 80C.21 and Minn. Rule 2860.4400J, this section shall not in any way abrogate or reduce any rights of the Standard Franchisee or Gateway Franchisee as provided for in Minnesota Statutes, Chapter 80C.”

**Addendum to the
Snap-on Tools Company LLC
Franchise Disclosure Document
For Use in North Carolina**

The following additional information is required to be disclosed by North Carolina law:

1. As required by North Carolina law, Snap-on has secured a bond issued by Travelers Casualty and Surety Company of America, 445 South Moorland Road, Brookfield, WI, 53005, a surety company authorized to do business in this State. Before signing a contract to purchase this business opportunity, you should check with the surety company to determine the bond's current status.

2. If Snap-on fails to deliver the products, equipment or supplies or fails to render the services necessary to begin substantial operation of the business within 45 days of the delivery date stated in your contract, you may notify Snap-on in writing and demand that the contract be canceled.

**Addendum to the
Snap-on Tools Company LLC
Franchise Disclosure Document
For Use in North Dakota**

The State of North Dakota requires that the following additional information be provided with respect to Item 17 of the disclosure document:

1. The North Dakota Securities Commissioner mandates that North Dakota franchisees may not be required to consent to the jurisdiction of courts outside of North Dakota (See Addendum to Standard Franchise Agreement for Use in North Dakota or the Addendum to Gateway Franchise Agreement for Use in North Dakota).

2. The North Dakota Securities Commissioner mandates that a North Dakota franchise agreement be governed by the laws of North Dakota (See Addendum to Standard Franchise Agreement for Use in North Dakota or Addendum to Gateway Franchise Agreement for Use in North Dakota).

**Addendum to the
Snap-on Tools Company LLC
Franchise Disclosure Document
For Use in Rhode Island**

1. The State of Rhode Island requires that Item 17 of the disclosure document be amended to include the following language as it concerns governing law, jurisdiction and venue, and choice of forum:

“Sec. 19-28.1-14 of the Rhode Island Franchise Investment Act provides that “A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.”

**Addendum to the
Snap-on Tools Company LLC
Franchise Disclosure Document
For Use in South Dakota**

1. Item 6, note 3, Standard Franchise – Other Fees, of the Franchise Disclosure Document is amended to include the following sentence:

“Snap-on may, in its sole business judgment, increase the Computer Software Maintenance Fee once each calendar year by no more than 50% of the then-current Computer Software Maintenance Fee. Snap-on will provide you with 30 days written notice of any increase in this fee. Snap-on does not intend to increase the Computer Software Maintenance Fee through March 2011.” Gateway Franchisees are not required to pay the Computer Software Maintenance Fee.

2. The following information is provided with respect to Item 17 of the disclosure document for the State of South Dakota:

- a. The South Dakota Division of Securities mandates that arbitrations occur at a place mutually agreed by the parties, that South Dakota franchisees may not be required to consent to the jurisdiction of courts outside of South Dakota, and that certain aspects of a South Dakota franchise agreement be governed by the laws of South Dakota.
- b. The South Dakota Division of Securities prohibits the waiver of punitive or exemplary damages.
- c. The South Dakota Division of Securities prohibits a clause which requires you to waive judicial review of a violation of Chapter 37-5A SDCL or any rule or order under that Chapter.

**Addendum to the
Snap-on Tools Company LLC
Franchise Disclosure Document
For Use in Virginia**

The State of Virginia requires that the following additional information be provided with respect to Item 17 of the disclosure document:

“Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the franchise agreement does not constitute “reasonable cause,” as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.”

**Addendum to the
Snap-on Tools Company LLC
Franchise Disclosure Document
For Use in Washington**

The State of Washington requires that the following additional information be provided with respect to Item 17 of the disclosure document:

1. If any of the provisions in the franchise disclosure document or franchise agreement are inconsistent with the relationship provisions of RCW 19.100.180 or other requirements of the Washington Franchise Investment Protection Act, the provisions of the Act will prevail over the inconsistent provisions of the franchise disclosure document and franchise agreement with regard to any franchise sold in Washington.
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. The Washington Franchise Investment Protection Act, Chapter 19.100.220.(2) RCW provides as follows:

“(2) Any agreement, condition, stipulation or provision, including a choice of law provision, purporting to bind any person to waive compliance with any provision of this chapter or any rule or order hereunder is void. A release or waiver executed by any person pursuant to a negotiated settlement in connection with a bona fide dispute between a franchisee and a franchisor, arising after their franchise agreement has taken effect, in which the person given the release or waiver is represented by independent legal counsel, is not an agreement prohibited by this subsection.”
5. 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.
6. Transfer fees are collectable to the extent that they reflect the franchisor’s reasonable estimated or actual costs in effecting a transfer.
7. The Washington Franchise Agreement provides for transfer of your franchise upon death (See the Addendum to the Standard Franchise Agreement for Use in Washington or the Addendum to Gateway Franchise Agreement for Use in Washington).

APPENDIX A

PENDING LITIGATION AND LITIGATION FILED BY SNAP-ON AGAINST FRANCHISEES IN FISCAL YEAR ENDING JANUARY 1, 2011

PENDING LITIGATION.

The following actions have been filed against Snap-on's affiliate, Snap-on Tools of Canada, Ltd. ("Snap-on Canada"):

Snap-on Tools of Canada Ltd. and Snap-on Credit Canada Ltd v. Zoltan Farkas. This case was filed in the Court of Queen's Bench of Alberta Judicial District of Calgary (Action No. 0501-12509) on August 25, 2005, by Snap-on Canada and Snap-on Credit Canada Ltd. as a collection action requesting judgment in the amount of \$53,635.06, interest and attorney fees against a former franchisee, Zoltan Farkas. Farkas denied the allegations and filed a counterclaim alleging that Snap-on Canada materially and unilaterally reduced his List of Calls constituting a breach of the franchise agreement and requesting damages of \$373,217.49, interest and costs. Discovery is proceeding but no trial date has been set.

Snap-on Tools of Canada Ltd. and Snap-on Credit Canada Ltd. v. Kevin Tyson. This case was filed in the Court of Queen's Bench of Alberta Judicial District of Calgary (Action No. 0501-14510) on October 6, 2005, by Snap-on Canada and Snap-on Credit Canada Ltd. as a collection action requesting judgment in the amount of \$95,793.69, interest and costs against a former franchisee, Kevin Tyson. Tyson denied the allegations and filed a counterclaim alleging breach of the franchise agreement and wrongful termination of the franchise agreement and seeking damages of \$156,000, interest and costs. Discovery is proceeding but no trial date has been set.

Steve Johnstone Holdings Ltd. and Steve Johnstone v. Snap-on Tools of Canada Ltd. This case was filed in Court of Queen's Bench of Alberta Judicial District of Red Deer in March 2006 (Action No. 0610-00239), alleging misrepresentation, breach of the franchise agreement, forced purchasing and breach of fiduciary duty. Plaintiffs claim damages of \$250,000 plus \$20,000 in punitive damages, pre and post judgment interest and costs and attorney fees. Snap-on Tools of Canada Ltd. ("Snap-on Canada") denied the allegations in the complaint and counterclaimed for \$56,000 for unpaid balance of the initial loan and unpaid account balance. Discovery is proceeding, but no trial date has been set.

Except for the actions against Snap-on Canada, no other action is required to be disclosed.

LITIGATION FILED BY SNAP-ON AGAINST FRANCHISEES IN FISCAL YEAR ENDING JANUARY 1, 2011.

Collection Actions:

Snap-on Tools Company LLC and Snap-on Credit LLC v. Joseph Benedetto, Jr. This action was filed with the American Arbitration Association in Orlando, Florida, on March 15, 2010, as case No. 331140014410.

Snap-on Tools Company LLC and Snap-on Credit LLC v. Raymond "Bud" Kulek and Does I-XX Inclusive. This action was filed in the Superior Court of California, County of Riverside on March 30, 2010, as case No. RIC10005794.

Snap-on Tools Company LLC and Snap-on Credit LLC v. Jeffrey T. Patterson and Does I-XX Inclusive. This action was filed in the Superior Court of California, County of San Bernardino on April 14, 2010, as case No. CIVVS1002494.

APPENDIX B

CONCLUDED LITIGATION

During the ten (10) year period immediately preceding the date of this disclosure document, Snap-on Tools Company LLC, Snap-on Incorporated, or a predecessor in name (references to Snap-on in this Appendix B mean Snap-on Tools Company LLC, Snap-on Incorporated, or a predecessor in name) and, where indicated, persons identified in Item II have been the subject of the following concluded civil actions. Some of the following claims were alleged in these civil actions: A violation of a franchise, antitrust or securities law; fraud; unfair or deceptive practices; or comparable allegations. Any additional claims that were alleged in these civil actions are included in the description of each action. Unless otherwise indicated, each plaintiff was a franchisee or non franchised dealer prior to, or at, the time the action was filed, or the spouse of a current or former franchisee or non franchised dealer at the time the action was filed. Cases have either settled or had a judgment awarded or confirmed. Snap-on paid the amount described in each case summary and the parties relinquished all claims against one another.

I. THE FOLLOWING ACTIONS WERE BROUGHT BY FRANCHISEES.

Mike Barnes v. Snap-on Incorporated (OR). Demand for arbitration was filed by Mike Barnes June 24, 2006, seeking monetary damages of \$500,000.00, attorney's fees, arbitration costs and punitive and/or exemplary damages. Additional allegations included failure to provide adequate training; failure to provide field manager support; failure to provide technical support for sale of equipment; failure to provide adequate territory and misrepresentation of profitability of business and expenses of business. Snap-on agreed on January 30, 2007, to pay Barnes \$87,500.00, and the parties exchanged mutual general releases.

Tim Barnes v. Snap-on Incorporated (OR). Demand for arbitration filed by Tim Barnes on June 24, 2006, seeking monetary damages of \$250,000.00. Snap-on agreed on January 31, 2007, to pay Barnes \$75,000.00, and the parties exchanged mutual general releases.

George Brenski v. Snap-on (IL). Demand for arbitration filed by George Brenski on August 14, 2003, seeking \$250,000.00. Additional allegations included failing to provide adequate field manager support and breach of contract. Snap-on filed a counterclaim on April 12, 2004, and an amended counterclaim on April 26, 2004. An award was granted on June 28, 2004, in favor of Brenski for \$80,000.00 plus fees and expenses.

Luis Canaveral v. Snap-on Incorporated (FL). Demand for arbitration filed by Luis Canaveral on June 26, 2006, seeking monetary damages of \$250,000.00. Additional allegations include breach of contract and breach of implied covenant of good faith and fair dealing. This matter was dismissed with prejudice and a confidential settlement agreement entered into in May, 2007 pursuant to which Snap-on paid Mr. Canaveral \$82,500.00.

Darin Canetti v. Snap-on Tools Company LLC, Snap-on Credit LLC, Bart Wignall, Michael Montemurro, Nicholas Loffredo and David Pence (NJ). Demand for arbitration filed by Darin Canetti in December 2004, seeking monetary damages of \$1,000,000.00, attorney's fees, and injunctive relief. Allegations included misrepresentation, fraud, breach of contract, breach of fiduciary duty, and breach of implied covenant of good faith and fair dealing. This matter was settled pursuant to a Confidential Settlement Agreement and Full and Final Release entered into in December 2007, pursuant to which Snap-on paid Canetti \$240,000.00, and the parties exchanged general releases.

Brian Casey v. Snap-on (NJ). Demand for arbitration filed on July 26, 2002, by Snap-on for \$205,938.43 that Casey allegedly owed to Snap-on Tools and for \$110,274.60 that Casey allegedly owed to Snap-on Credit. On May 1, 2003, Casey filed a counterclaim seeking \$774,000.00. Additional allegations included short territory, inaccurate/misleading budget and management conflict of interest. On September 4, 2003, Casey filed an amended counterclaim. Additional allegations included excessive extension of credit, management conflict of interest and breach of fiduciary duty. Award granted on July 13, 2004, in favor of Casey for \$314,608.00 plus arbitration fees.

Scott W. Copperthite v. Snap-on Tools Company LLC (CT). Demand for arbitration was filed by Scott Copperthite in February 2007, seeking monetary damages of \$500,000.00, attorney fees, interest, arbitration costs and punitive/exemplary damages. Allegations included breach of contract, fraud, misrepresentation and breach of implied duty of good faith and fair dealing. Snap-on denied these allegations and counterclaimed against Copperthite for \$85,484.51 for unpaid Product purchases. This matter was settled in December 2007, pursuant to a Confidential Settlement Agreement and Full and final Release. Snap-on paid Copperthite \$60,000.00, and the parties exchanged mutual general releases.

Ronald DeSantis, Matt Setser, Shawn Dickmeyer, William Bradley Freeman, Scott Factor, Scott Ingenito, Aaron Reeves, Anthony Hobby, Dwight Lankart, Richard Fortuna, and Paul Vladyka, on behalf of themselves and others similarly situated, Plaintiffs, vs. Snap-on Tools Company LLC, Snap-on Credit LLC and Snap-on Incorporated, Defendants. (Civil Action 06-CV-02231(DMC), United States District Court for the District of New Jersey) filed May 17, 2006 (the "Federal Class Action"). This complaint set forth various alleged deceptive practices, sought to represent a class for current and former franchisees and independent dealers, sought injunctive relief, and contained counts for alleged violation of RICO, state statutes prohibiting deceptive trade practices, deceptive franchise practices and consumer fraud, common law fraud, breach of contract, breach of fiduciary duty and breach of implied covenant of good faith and fair dealing. Snap-on denied these allegations. On May 17, 2006, the parties filed a Settlement Agreement with the Court and obtained preliminary Court approval of the settlement which included a class consisting of all individuals and entities who from January 1, 1998, through April 18, 2006, operated one or more franchises, independent dealerships and/or conversion franchises, but did not include trial franchisees. Under terms of the settlement (i) a current franchisee as of April 18, 2006, may receive credits to accounts with Snap-on Tools up to \$9,200.00 and will benefit from certain changes in Snap-on business practices; (ii) a former franchisee as of April 18, 2006, may receive an amount up to \$20,000.00 and forgiveness of debt owed to Snap-on and Snap-on Credit; (iii) each named plaintiff will receive an additional \$50,000.00; and (iv) certain current and former franchisees who were represented by an attorney as of April 18, 2006, received an additional \$15,000.00. Snap-on and Snap-on Credit received a full release from all class participants as of November 27, 2006. The Court gave final approval to this settlement as of October 27, 2006. Snap-on expects to pay class participants in March 2007. Snap-on recorded a \$38,000,000.00 pretax charge in the second quarter of 2006 representing its best estimate of the costs to settle this matter, including attorney fees, costs and expenses. This settlement resolves the claims raised in the DeSantis Class Action, the Reeves Class Action and the individual arbitrations filed by each of the named plaintiffs in this action.

Ronald DeSantis, Shawn Dickmeyer, Scott Factor, William Bradley Freeman, Scott Ingenito and Matt Setser v. Snap-on Tools Company LLC, Snap-on Credit LLC, Michael Montemurro, Kevin Gallagher, Carl Herald, Joseph Kuebler, Larry Leighton, Rick Smith, David Spence, David Pence, Bart Wignall, John Doe Field Managers 1-20 and John Doe Branch Managers 1-20 (DeSantis Class Action) (Case No. 04-8709-C1-7, Circuit Court, Pinellas County, FL). Court case filed on December 12, 2004. Plaintiffs sought class action status to represent franchised dealers assigned to a Snap-on branch office in Florida and various types of injunctive relief. Additional allegations included counts

under the Florida Deceptive Trade Practices and Unfair Competition Act, Florida Franchise Act, breach of contract, breach of fiduciary duty and breach of implied covenant of good faith and fair dealing. This matter was settled as part of the settlement of the Federal Class Action without additional consideration.

Ronald DeSantis v. Snap-on Tools Company LLC, Snap-on Credit LLC, Michael Montemurro, Kevin Gallagher, Rick Smith and Bart Wignall (FL). Demand for Arbitration and Class Action was filed October 4, 2005, by DeSantis seeking class action status to represent all franchised dealers assigned to a Snap-on Branch Office located in Florida and/or functioning as a Snap-on franchised dealer in Florida, preliminary and permanent injunctive relief and damages. Additional allegations included counts under Florida Deceptive Unfair Trade Practices Act, Florida Franchise Act, breach of contract, breach of fiduciary duty and breach of implied covenant of good faith and fair dealing. This matter was settled as part of the settlement of the Federal Class Action without additional consideration.

Shawn Dickmeyer v. Snap-on Tools Company LLC, Snap-on Credit LLC, Michael Montemurro, Carl Herald, Joseph Kuebler, Rick Smith and Bart Wignall (FL). Demand for Arbitration and Class Action was filed October 4, 2005, by Dickmeyer seeking class action status to represent all franchised dealers assigned to a Snap-on Branch Office located in Florida and/or functioning as a Snap-on franchised dealer in Florida, preliminary and permanent injunctive relief and damages. Additional allegations include counts under Florida Deceptive Unfair Trade Practices Act, Florida Franchise Act, breach of contract, breach of fiduciary duty and breach of implied covenant of good faith and fair dealing. This matter was settled as part of the settlement of the Federal Class Action without additional consideration.

Michael Dittfield v. Snap-on Tools Company (Docket No. PAS-L-1503-04, Superior Court of New Jersey, Law Division, Passaic County). Court case filed April 8, 2004. Additional allegations included short territory, breach of implied duties of good faith and fair dealing and negligent misrepresentation. Dittfield sought unspecified compensatory and consequential damages, plus attorneys' fees and costs. The action was dismissed with prejudice following execution of a confidential settlement agreement dated July 16, 2004, pursuant to which Snap-on paid plaintiff \$15,000.00.

Scott Factor v. Snap-on Tools Company LLC, Snap-on Credit LLC, Michael Montemurro, Kevin Gallagher, Rick Smith and Bart Wignall (FL). Demand for Arbitration and Class Action was filed October 4, 2005, by Factor seeking class action status to represent all franchised dealers assigned to a Snap-on Branch Office located in Florida and/or functioning as a Snap-on franchised dealer in Florida, preliminary and permanent injunctive relief and damages. Additional allegations include counts under Florida Deceptive Unfair Trade Practices Act, Florida Franchise Act, breach of contract, breach of fiduciary duty and breach of implied covenant of good faith and fair dealing. This matter was settled as part of the settlement of the Federal Class Action without additional consideration.

Jeffrey Fillinger v. Snap-on and Gary Jeffers (WI). Demand for arbitration filed by Jeffrey Fillinger on July 21, 2003, seeking \$250,000.00, plus costs and attorneys' fees. Additional allegations included breach of contract and violation of exclusive territory rights. An amended statement of claim was filed on October 16, 2003. Additional allegations included violation of the Wisconsin Fair Dealership Law. The action was dismissed with prejudice following execution of a confidential settlement agreement dated April 7, 2004, pursuant to which Snap-on paid plaintiff \$49,500.00.

Richard Fortuna v. Snap-on Tools Company LLC and Snap-on Credit LLC (NJ). Demand for arbitration was filed by Richard Fortuna on July 15, 2004, against Snap-on Tools Company LLC seeking class action status, preliminary and permanent injunctive relief and damages. Plaintiff filed

amended demand for arbitration on October 18, 2004, adding Snap-on Credit LLC as a defendant. Snap-on Tools filed a counterclaim on November 22, 2004, claiming breach of contract and conversion. This action in the District Court was consolidated with Case CV 04563, which is the Reeves Class Action in which Mr. Fortuna was also a plaintiff and was settled as part of the Federal Class Action without additional consideration.

Mark S. Foster v. Snap-on and Snap-on Credit LLC (Case No. GIC815219, Superior Court of California, County of San Diego, CA). Court case filed July 30, 2003, seeking various damages and costs. Additional allegations included breach of contract and rescission of franchise agreement. Stipulation and Order entered on December 10, 2003, dismissing case without prejudice and ordering all claims to be submitted to arbitration. Foster filed a demand for arbitration on May 27, 2004. Snap-on filed a cross complaint on July 8, 2004, seeking \$119,736.70. The action was dismissed with prejudice following execution of a confidential settlement agreement dated May 18, 2005, pursuant to which Snap-on paid Plaintiff \$60,000.00.

Francisco Franco v. Snap-on Tools Company and Snap-on Credit LLC (NJ). Demand for arbitration filed on April 1, 2002, by Snap-on and Snap-on Credit LLC against Franco for \$134,932.00 that Franco allegedly owed to Snap-on Tools and \$37,516.07 that Franco allegedly owed to Snap-on Credit. On May 1, 2003, Franco filed a counterclaim seeking damages in the amount of \$295,800.00 trebled plus attorneys' fees as well as the request for an injunction. Additional allegations include breach of fiduciary duty. On August 13, 2004, Franco filed an amended counterclaim seeking class action status. Additional allegations included violations of the Fair Labor Standards Act and the New Jersey Consumer Fraud Act, negligent misrepresentation and breach of implied covenant of good faith and fair dealing. Final award of arbitrator entered March 23, 2005. Plaintiff's amended counterclaim and second amended counterclaim were dismissed. Snap-on Tools' claim was voided. Franco to pay \$5,000.00 plus interest to Snap-on Credit. Snap-on Credit awarded attorneys' fees of \$35,000.00 plus interest. Franco filed petition to vacate arbitrator's award and on October 10, 2005, the parties, together with Maritsa Franco, his wife and complainant in Maritsa Franco, Jane Catrini, and Abbeye Goldwasser v. Snap-on Tools Company LLC, Snap-on Credit LLC, Gateion Canonico, Richard McKenna and William Moran described in Part III of this Appendix, entered into a confidential Settlement Agreement and Full and Final Release, pursuant to which Snap-on paid Franco \$500,000.00, the arbitration award against Franco was dismissed and this case dismissed with prejudice.

William Bradley Freeman v. Snap-on Tools Company LLC and Snap-on Credit LLC, Michael Montemurro, David Spence and Bart Wignall (FL). Demand for Arbitration and Class Action was filed October 4, 2005, by Freeman seeking class action status to represent all franchised dealers assigned to a Snap-on Branch Office located in Florida and/or functioning as a Snap-on franchised dealer in Florida, preliminary and permanent injunctive relief and damages. Additional allegations included counts under Florida Deceptive Unfair Trade Practices Act, Florida Franchise Act, breach of contract, breach of fiduciary duty and breach of implied covenant of good faith and fair dealing. This matter was settled as part of the Federal Class Action without additional consideration.

Timothy Geisel v. Snap-on (TX). Geisel filed a complaint in the 68th Judicial District, Dallas County, Texas, Case No. 02-8322 on September 4, 2002, seeking \$350,000.00, plus punitive damages and attorney's fees. Snap-on moved to stay pending arbitration, and Geisel agreed to arbitrate. Additional allegations include breach of contract, negligence and breach of fiduciary duty. The parties entered into a confidential settlement agreement and release in June, 2007 pursuant to which Snap-on paid Mr. Geisel \$210,000.00 and this arbitration was dismissed with prejudice.

Gary Geppi v. Snap-on Tools Company LLC, Snap-on Credit LLC, Michael Montemurro, Rich Meyers, Michael Ward, Rich Fitzhugh, Gary Huether, Frank Steffens and Jeffrey Howell (NJ). Demand for arbitration filed by Gary Geppi on February 3, 2005, seeking injunctive relief, monetary damages, attorneys' fees, rescission of franchise agreement and nullification of release of claims. Additional allegations included breach of Maryland Franchise Disclosure Law, breach of contract, breach of fiduciary duty and breach of covenant of good faith and fair dealing. On May 23, 2005, Snap-on filed a counterclaim seeking \$137,743.71 plus interest. The action was dismissed with prejudice following execution of a Confidential Settlement agreement dated June 22, 2005, pursuant to which Snap-on paid Geppi \$25,000.00.

Jeffrey Goldwasser v. Snap-on (NJ). Demand for arbitration filed on April 23, 2003, by Snap-on for \$18,291.65 that Goldwasser allegedly owed to Snap-on Tools. On May 2, 2003, Goldwasser filed a counterclaim seeking damages of \$300,250.00 trebled plus attorneys' fees. Additional allegations included inadequate territory, excessive extension of credit, failure to compensate for labor services and breach of fiduciary duty. The action was dismissed with prejudice following execution of a Settlement Agreement dated April 25, 2005, pursuant to which Snap-on paid \$50,000.00 to Goldwasser and his wife, Abbeye Goldwasser, a previously named plaintiff in the case captioned Maritsa Franco, Jane Catrini and Abbeye Goldwasser v. Snap-on Tools Company LLC, Snap-on Credit, LLC, Gateion Canonico, Richard McKenna and William Moran.

Paul Harz v. Snap-on Tools Company and Snap-on Credit LLC (NY). Demand for arbitration filed on April 2, 2002, by Snap-on for \$75,156.91 that Harz allegedly owed to Snap-on and for \$50,620.90 that Harz allegedly owed to Snap-on Credit. On April 28, 2003, Harz filed a counterclaim seeking damages of \$245,000.00 trebled plus attorney fees. Additional allegations included short territory, excessive extension of credit and breach of fiduciary duty. The parties have entered into a confidential Settlement Agreement dated October 1, 2005, pursuant to which Snap-on paid Harz \$23,000.00 and all claims have been dismissed with prejudice.

Justin Hemker v. Snap-on (MI). Demand for arbitration filed by Hemker on March 11, 2003, seeking \$150,000.00, cancellation of claimed indebtedness by Snap-on and punitive damages. Additional allegations included breach of contract. Snap-on filed a counterclaim against Hemker on August 26, 2003, for \$62,895.22. Action dismissed with prejudice following execution of a confidential settlement agreement dated March 1, 2004, in which Snap-on paid \$15,000.00 to Hemker.

Anthony Hobby v. Snap-on Tools Company LLC and Snap-on Credit LLC (NJ). Demand for arbitration was filed by Anthony Hobby on July 15, 2004, against Snap-on Tools Company LLC seeking class action status, preliminary and permanent injunctive relief and damages. Plaintiff filed amended demand for arbitration on October 18, 2004, adding Snap-on Credit LLC as a defendant. Snap-on Tools filed a counterclaim on November 22, 2004, claiming breach of contract and conversion. This action in the District court was consolidated with case CV 04563, which is the Reeves Class Action in which Mr. Hobby was also a plaintiff and has been settled as part of the Federal Class Action without additional consideration.

Scott Ingenito v. Snap-on Tools Company LLC and Snap-on Credit LLC, Michael Montemurro, Larry Leighton and Bart Wignall (FL). Demand for Arbitration and Class Action was filed October 4, 2005, by Ingenito seeking class action status to represent all franchised dealers assigned to a Snap-on Branch Office located in Florida and/or functioning as a Snap-on franchised dealer in Florida, preliminary and permanent injunctive relief and damages. Additional allegations included counts under Florida Deceptive Unfair Trade Practices Act, Florida Franchise Act, breach of contract, breach of fiduciary duty and breach of implied covenant of good faith and fair dealing. This matter was settled as part of the Federal Class Action without additional consideration.

Dwight Lankart v. Snap-on Tools Company LLC (NJ). Demand for arbitration was filed by Dwight Lankart on July 15, 2004, seeking class action status, preliminary and permanent injunctive relief and damages. This matter was settled as part of the Federal Class Action without additional consideration.

Perry E. Littlejohn and wife, Betty H. Littlejohn v. Snap-on Tools Company. Case No. 3-CV-487 Eastern District of Tennessee, Knoxville Division. This action was originally filed July 20, 2000, as Case No. V00185 H in the Circuit Ct. of Monroe County, Tennessee. It was removed to this court. Additional allegations include negligence in handling plaintiff's inventory insurance claim, breach of contract, intentional infliction of emotional distress, and slander. This matter was dismissed with prejudice and settlement agreement entered into in December 2006 pursuant to which Snap-on paid the Littlejohns \$50,000.00.

Peter LoRe v. Snap-on (NY). Demand for arbitration filed on September 4, 2002, by Snap-on and Snap-on Credit against LoRe for \$114,855.69 that LoRe allegedly owed to Snap-on Tools and \$96,104.30 that LoRe allegedly owed to Snap-on Credit LLC. On February 5, 2003, LoRe filed a counterclaim seeking unspecified damages. Additional allegations included breach of contract. On April 30, 2003, LoRe filed another counterclaim seeking damages of \$306,800.00 trebled. Additional allegations included short territory, inaccurate/misleading budget, excessive extension of credit, management conflict of interest, and failure to compensate for labor services. The action was dismissed with prejudice following the execution of a confidential Settlement Agreement dated June 29, 2005, pursuant to which Snap-on paid LoRe \$45,000.00.

Michael Marron v. Snap-on (NJ). Demand for arbitration was filed on May 2, 2002, by Snap-on against Marron for \$141,708.00 that Marron allegedly owed to Snap-on Tools and \$96,193.61 that Marron allegedly owed to Snap-on Credit. On April 30, 2003, Marron filed a counterclaim seeking \$197,000.00 trebled plus attorney fees. Additional allegations include inadequate territory, excessive extension of credit and breach of fiduciary duty. This matter was settled as part of the Federal Class Action without additional consideration.

Kevin Meehan v. Snap-on Tools Company (NJ). Demand for arbitration filed by Kevin Meehan on December 30, 2003, seeking damages of \$5,000,000.00. Snap-on filed a counterclaim on June 11, 2004, for \$708,239.82 plus damages, costs and fees. Plaintiff sought leave to file a class arbitration demand and seeking injunctive relief. On September 30, 2004, the American Arbitration Association advised that in accordance with their policy on class arbitration, the case would only proceed with Mr. Meehan's individual claims. The parties agreed to dismiss this action with prejudice following execution of a Confidential Settlement Agreement pursuant to which Snap-on paid Meehan \$315,000.00.

James Miller v. Snap-on (CA). Miller filed a demand for arbitration on October 21, 1999. The matter remained completely inactive and the AAA closed its file when Miller failed to provide further information and the required filing fee. Miller filed a second demand for arbitration on June 25, 2001. Additional allegations included wrongful termination, breach of contract, defamation, intentional interference with economic advantage, slander and conversion. Snap-on filed a motion seeking to have the matter dismissed pursuant to the contractual limitations provision. The action was dismissed with prejudice following execution of a confidential settlement agreement dated October 2, 2002, pursuant to which Snap-on paid plaintiff \$53,500.00.

Christopher Palmerini v. Snap-on Tools Company and Snap-on Credit LLC (NY). Demand for arbitration filed by Christopher Palmerini on January 21, 2003, seeking damages of \$75,000.00. Amended claim filed on May 5, 2003. Plaintiff sought damages of \$342,420.00 trebled. Additional

allegations included short territory, excessive extension of credit, breach of fiduciary duty and failure to compensate for labor services. On July 29, 2004, Palmerini filed a second amended counterclaim seeking class action status. Additional allegations included violations of the Fair Labor Standards Act, the New York Sales Act, New York Consumer Protection Act and breach of implied covenant of good faith and fair dealing. The action was dismissed without prejudice following execution of a confidential settlement agreement dated June 6, 2005, pursuant to which Snap-on paid Plaintiff \$50,000.00.

Aaron Reeves v. Snap-on Tools Company LLC and Snap-on Credit LLC (NJ). Demand for arbitration filed by Aaron Reeves on July 15, 2004, against Snap-on Tools Company LLC, seeking class action status, preliminary and permanent injunctive relief and damages. Plaintiff filed amended demand for arbitration on October 18, 2004, adding Snap-on Credit LLC as a defendant. Snap-on Tools filed a counterclaim on November 22, 2004, claiming breach of contract and conversion. This matter was settled as part of the Federal Class Action without additional consideration.

Aaron Reeves, Anthony Hobby, Bryan Van Curen, Dwight Lankart, Richard Fortuna and Paul Vladyka v. Snap-on Tools Company LLC and Snap-on Credit LLC (Reeves Class Action) (Case No. 2:03 CV 04563, U.S. District Court for the District of New Jersey). This court case was originally filed on September 25, 2003, and captioned Michael Marron, Jeffrey Goldwasser, Aaron Reeves and Anthony Hobby v. Snap-on Tools Company LLC and Snap-on Credit LLC (Marron Class Action) (Case No. 2:03 CV 04563, U.S. District Court for the District of New Jersey), in which plaintiffs sought class action status and various types of injunctive relief. Additional allegations include Fair Labor Standards Act violations, breach of contract and breach of fiduciary duty. The Reeves Class Action resulted from an amended complaint filed in the Marron Class Action in which plaintiffs Marron and Goldwasser were removed as plaintiffs. Richard Fortuna, Dwight Lankart, Bryan Van Curen and Paul Vladyka were added as plaintiffs. This matter was settled as part of the Federal Class Action without additional consideration.

Michael T. Rowley v. Snap-on Incorporated (OR). Demand for arbitration filed by Michael Rowley on June 28, 2006, seeking monetary damages of \$970,507.37. Additional allegations include breach of contract and breach of implied covenant of good faith and fair dealing. The parties agreed in July 2007 to enter into a confidential settlement agreement pursuant to which this matter will be dismissed with prejudice and Snap-on will pay Mr. Rowley \$150,000.00.

William F. Schafer v. Snap-on Credit LLC and Snap-on Tools Company LLC (FL). Demand for arbitration filed on October 6, 2004, by Snap-on Credit LLC for \$70,430.76 that Schafer allegedly owed Snap-on Credit LLC. On December 2, 2004, Schafer filed a counterclaim against Snap-on Credit and initial claim by way of counterclaim against Snap-on Tools seeking monetary, actual and punitive damages and attorneys' fees and costs. Additional allegations included violation of the Fair Labor Standards Act, violation of N.C. Gen. Stat. § 66-98(1) (2004), negligent misrepresentation, breach of contract, breach of fiduciary duty, and breach of implied covenant of good faith and fair dealing. The action was dismissed with prejudice following execution of a confidential settlement agreement dated April 25, 2005, pursuant to which Snap-on paid plaintiff \$27,000.00.

Matt Setser v. Snap-on Tools Company LLC and Snap-on Credit LLC, Michael Montemurro, David Spence, David Pence and Bart Wignall (FL). Demand for arbitration was filed October 4, 2005, by Setser seeking class action status to represent all franchised dealers assigned to a Snap-on Branch Office located in Florida and/or functioning as a Snap-on franchised dealer in Florida, preliminary and permanent injunctive relief and damages. Additional allegations include counts under Florida Deceptive Unfair Trade Practices Act, Florida Franchise Act, breach of contract, breach of fiduciary duty and breach of implied covenant of good faith and fair dealing. This matter was settled as part of the Federal Class Action without additional consideration.

Lee A. Smith v. Snap-on Tools Company (IL). Demand for arbitration filed by Lee A. Smith on February 3, 2004, seeking a sum in excess of \$300,000.00 plus costs and attorney's fees and cancellation of any alleged debt owed to Snap-on. The parties agreed on September 29, 2006, to settle this case through the payment by Snap-on to Smith of \$30,000.00. The parties entered into a confidential Settlement Agreement pursuant to which the parties exchanged mutual general releases in February, 2007.

Bryan Van Curen v. Snap-on Tools Company LLC and Snap-on Credit LLC (NJ). Demand for arbitration was filed by Bryan Van Curen on July 15, 2004, against Snap-on Tools Company LLC, seeking class action status, preliminary and permanent injunctive relief and damages. Plaintiff filed amended demand for arbitration on October 18, 2004, adding Snap-on Credit LLC as a defendant. Snap-on Tools filed a counterclaim on November 22, 2004, claiming breach of contract and conversion. Van Curen was also a plaintiff in the Reeves Class Action. The parties entered into a confidential Settlement Agreement and Full and Final Release on July 15, 2005, pursuant to which Snap-on paid Van Curen \$23,000.00 and all claims of all parties were dismissed with prejudice.

Paul Vladyka v. Snap-on Tools Company LLC and Snap-on Credit LLC (NJ). Demand for arbitration was filed by Paul Vladyka on July 15, 2004, against Snap-on Tools Company LLC, seeking class action status, preliminary and permanent injunctive relief and damages. Plaintiff filed amended demand for arbitration on October 18, 2004, adding Snap-on Credit LLC as a defendant. Snap-on Tools filed a counterclaim on November 22, 2004, claiming breach of contract and conversion. This matter was settled as part of the Federal Class Action without additional consideration.

George Wutz v. Snap-on Tools Company LLC, Snap-on Credit LLC, Michael Montemurro, Robert Jaros, John Doe Field Managers 1-20, Steve Schmidt, Dave Cimermancic and John Doe Branch Managers 1-10 (IL). Demand for Arbitration and Class Action filed April 26, 2005, by Wutz seeking class action status, preliminary and permanent injunctive relief and damages. On May 5, 2005, the American Arbitration Association advised that in accordance with their policy on class arbitrations, the case would only proceed as an individual action. On August 8, 2005, Wutz filed an Amended Demand for Arbitration. On December 12, 2005, the parties entered into a confidential Settlement Agreement and Full and Final Release, pursuant to which Snap-on paid Wutz \$18,000.00, and the matter was dismissed with prejudice.

II. THE FOLLOWING ACTIONS WERE BROUGHT BY NON-FRANCHISE DEALERS.

Snap-on Tools Company LLC v. Michael Ferbert (Case No. 02-6-13-CV-W-HFS United States District Court for the Western District of Missouri, Western Division). Complaint filed by Snap-on against Ferbert on February 14, 2002, for trademark and trade name infringement and violation of the Lanham Act arising out of Ferbert's continued use of Snap-on's name and trademarks after the termination of his dealership. Ferbert counterclaimed on April 12, 2002. On January 7, 2003, the Court granted Snap-on's motion for summary judgment dismissing Ferbert's claim that Snap-on had violated the Missouri Merchandising Practices Act. Remaining additional allegations included breach of contract, tortious interference and defamation. The action was dismissed with prejudice following the execution of a confidential Settlement Agreement dated March 3, 2004, pursuant to which Snap-on paid plaintiff \$150,000.00.

Theodore A. Guthrie/Snap-on and Willis Hartley v. (File No. 97 CVS 1641, Wilkes County, North Carolina, General Court of Justice, Superior Court Division). Court case filed September 8, 1997. Additional allegations: negligent misrepresentation, breach of fiduciary duty. Guthrie sought damages in an amount in excess of \$10,000.00 and voluntarily dismissed his complaint on November

20, 1997. In November 1998, Guthrie asserted a demand for arbitration and seeks unspecified damages. In October 2001, an arbitration panel awarded Guthrie \$9,722.50.

Robin Dale Hayes v. Snap-on Tools Company LLC and Bill Schneider (Case No. 16-05-CA-4302, Duval County Circuit Court, FL). Court case filed on June 27, 2005. Plaintiff sought damages in excess of \$15,000.00. Additional allegations included breach of contract, breach of implied covenants of good faith and fair dealing, negligent misrepresentation, violation of the Florida Franchise Act and tortious interference. In December 2006, the parties entered into a confidential Settlement Agreement, pursuant to which Snap-on paid Hayes \$345,000.00, and the parties exchanged mutual general releases.

Clifton Ivey v. Snap-on (Case No. 462539 19th Judicial District Parish of E. Baton Rouge). Court case filed on July 16, 1999. Additional allegations included wrongful termination. Ivey sought damages in an amount not exceeding \$75,000.00. The action was dismissed with prejudice following execution of a confidential Settlement Agreement dated October 14, 2003, pursuant to which Snap-on paid plaintiff \$22,958.00.

Ismael Ortiz v. Snap-on Tools Company LLC (NY). Demand for arbitration filed by Ismael Ortiz on January 22, 2004, seeking \$1,600,000.00 in damages. This action was settled as part of the Federal Class Action without additional consideration.

Henry Ponzo and Shirly Ponzo v. Snap-on Tools Corporation, Gary DeBoer, Dennis Chittick, Frank Louthan, Mike Castro and Does 1-50 and Doe Companies 1-20 (Case No. 99AS0601S, Cal. Super. Ct., Sacramento County) Court case filed October 28, 1999. Additional allegations: intentional interference with prospective economic advantage; negligent interference with prospective economic advantage; violation of Business and Professions Code Section 17200; emotional distress and loss of consortium. Plaintiffs sought damages in excess of \$100,000.00; loss of future income; an injunction requiring Snap-on to disgorge profits allegedly obtained as a result of wrongfully terminating existing dealers; and punitive damages. The action was dismissed with prejudice following execution of a confidential Settlement Agreement dated May 31, 2001, pursuant to which Snap-on paid Ponzo \$175,000.00.

III. OTHER ACTIONS.

Bruce Branton v. Snap-on Tools Company, Snap-on Credit Corporation, Ron Ball, in his official capacity as Sheriff of Hot Springs County Arkansas and the City of Friendship, Arkansas pending in Arkansas State Court (AR) Case No. CV 2003-174-1. Case filed in the Circuit Court of Hot Spring County, Arkansas on July 14, 2003, seeking unspecified damages. Additional allegations include: breach of contract, violation of the Arkansas Deceptive Trade Practices Act, conversion, tort of outrage, slander/defamation. Branton was a customer of Cyril Gray, a former Snap-on Dealer. Branton claimed that Gray and the local authorities wrongfully repossessed a toolbox and tools from Mr. Branton's premises. A Confidential Settlement Agreement was entered into in June 2005, whereby Branton was paid \$55,000.00.

Nancy Casey v. Snap-on Tools Company LLC, Snap-on Credit LLC, Gateion Canonico and Richard McKenna (Docket No. Mid L 261-04, Superior Court of New Jersey, Law Division, Middlesex County). Court case brought by the wife of a franchise Dealer and filed on January 13, 2004, seeking various damages, fees and costs. Additional allegations include short territories, intentional infliction of emotional distress, negligent misrepresentation, gender discrimination and violation of the New Jersey Law Against Discrimination (LAD). In June 2004 plaintiff filed amended complaint striking Canonico and McKenna from the action and added Robert Creque as a defendant. In November

2005, the parties entered into a confidential Settlement Agreement and Full and Final Release, pursuant to which Snap-on paid plaintiff \$92,500.00 and the action was dismissed with prejudice.

D&B Automotive Equipment, Inc., a California corporation dba Automotive Equipment, Collision Equipment Specialist, Equipment Specialists Co., P.A.C.E., Inc., a Washington Corporation, Pallas Equipment, Inc., a Colorado corporation and Harold W. Fizone v. Snap-on, Inc., a Delaware corporation, and Hein-Werner Corporation, a Wisconsin corporation dba Collision Repair Equipment Group and Blackhawk-Kansas Jack and David E. Cox (Case No. 03-C-0141 in the United States District Court for the Eastern District of Wisconsin). The case was filed on or about February 21, 2003 by five former Hein-Werner distributors alleging breach of contract, fraud, breach of implied warranties, violation of deceptive and unfair trade practices statutes, tortious interference with contract, tortious interference with prospective business advantage and defamation, and seeking \$4,414,000.00 plus loss of business value, punitive damages and costs. The parties entered into a Confidential Settlement Agreement and Release effective October 24, 2007, pursuant to which Snap-on paid plaintiffs \$220,000.00, the parties exchanged mutual general releases and the action was dismissed with prejudice.

Elliott's Auto Body, Inc. d/b/a Bench and Equipment Systems, Inc. v Snap-on Inc., Snap-on Tools Co., LLC, Equipment Services, Inc. d/b/a Kansas Jack/Brewco Division of Equipment Services, Inc. (Case No. 04-C-0068, U.S. District Court, Eastern District of Wisconsin). Case filed January 22, 2004, seeking damages in excess of \$75,000.00 plus punitive damages, costs and attorneys' fees. This action was brought by a Brewco distributor alleging that defendants sold certain collision repair product knowing that it would not perform as represented. Plaintiff alleged causes of action for breach of contract, fraud, breach of implied warranties, violation of consumer fraud and deceptive business practices statutes, tortious interference with prospective economic advantage and quantum meruit. The action was dismissed with prejudice following execution of a Confidential Settlement agreement dated September 7, 2004, pursuant to which Snap-on paid Elliott's \$90,000.00.

Maritsa Franco, Jane Catrini and Abbeye Goldwasser v. Snap-on Tools Company LLC, Snap-on Credit LLC, Gateion Canonico, Richard McKenna and William Moran (Docket No. Mid L 260-04, Superior Court of New Jersey, Law Division, Middlesex County). Court case brought by the wife of a franchise Dealer and filed January 13, 2004, seeking various damages, fees and costs. Additional allegations include short territories, income misrepresentation, intentional infliction of emotional distress, negligent misrepresentation, gender discrimination and violation of the New Jersey Law Against Discrimination (LAD). On June 24, 2004, plaintiffs filed an amended counterclaim striking Canonico, McKenna and Moran and added Ronald Booth and Robert Creque. Jane Catrini was no longer a named plaintiff. Abbeye Goldwasser and Jeffrey Goldwasser, her husband, together settled for \$50,000.00, and her claim was dismissed with prejudice. Jeffery Goldwasser's action is captioned Jeffrey Goldwasser v. Snap-on and is described in Part I in this Appendix B. On October 10, 2005, the remaining parties, together with Francisco Franco, Maritsa Franco's husband, entered into a confidential Settlement Agreement and Full and Final Release, pursuant to which Snap-on paid Maritsa Franco \$50,000.00 and this case was dismissed with prejudice. Francisco Franco's action is captioned Francisco Franco v. Snap-on Tools Company and Snap-on Credit LLC and is described in Part I in this Appendix B.

Chuck McDonald, Stanley Rogers, Charles Smith, Kevin Ford and Barry Gordon v. Snap-on Tools Company, Snap-on Credit Corporation and Cyril Gray (Class Action) (AR). Case No. CV 2003-102. Case filed in the Circuit Court of Clark County, Arkansas on May 22, 2003, seeking unspecified damages. Additional allegations include: breach of contract, violation of the Arkansas Deceptive Trade Practices Act, civil conspiracy, and negligence. This is a lawsuit brought by five Snap-on mechanic customers. Plaintiffs claim the defendant, Cyril Gray, a former Snap-on Dealer, acting on

behalf of Snap-on and Snap-on Credit, committed numerous improprieties pertaining to customer accounts. Plaintiffs sought class action status. The parties have entered into confidential settlement agreements dated April 13, 2007, pursuant to which Snap-on paid a combined payment of \$19,400.00 and released the combined debt of \$48,000.00.

Summit Bank v. Cyril M. Gray and Mendy M. Gray and the Snap-on Tools Company LLC (AR). Case No. CV-2005-279-II. Case filed in the Circuit Court of Garland County, Arkansas on January 21, 2005, seeking a judgment against Gray jointly and severally in the sum of \$604,099.85 for the defaulted promissory note with Summit Bank. Plaintiff contended note was in default by conversion of property to Snap-on. The action was dismissed with prejudice following execution of a confidential settlement agreement dated March 4, 2005, pursuant to which Snap-on paid plaintiffs \$162,500.00.

Summit Bank v. Snap-on Tools Company LLC (AR). Case No. CV 2004-708-3. Case filed in the Circuit Court of Saline County, Arkansas on August 30, 2004, seeking compensatory damages in excess of \$400,000.00 plus punitive damages, interest, attorneys' fees and costs. Plaintiff claims included wrongful conversion of its equipment for financial gain and specific intent to deprive it of its lawful interest. The action was dismissed with prejudice following execution of a confidential settlement agreement dated March 4, 2005, pursuant to which Snap-on paid plaintiffs \$162,500.00.

APPENDIX C

Trademarks Registered in U.S.A.

Mark Name	Application Number	Application Date	Registration Number	Registration Date	Expiration Date
2 COOL LOGO	78/332119	11/24/2003	3021841	11/29/2005	11/29/2015
BLUE POINT (BLOCK)	73/450432	10/31/1983	1471176	1/5/1988	1/5/2018
BLUE-POINT (STYLIZED)	73/746917	8/18/1988	1553456	8/29/1989	8/29/2019
BLUE STEEL	77/603216	10/29/2008	3730584	12/29/2009	12/29/2019
CARTPORT	78/412246	5/3/2004	3121625	7/25/2006	7/25/2016
CRUD THUG	76/311681	9/12/2001	2600941	7/30/2002	7/30/2012
DOCKER LOCKER	76/252356	5/4/2001	2678887	1/21/2003	1/21/2013
DOCUTORQ	78/275930	7/18/2003	3159757	10/17/2006	10/17/2016
DUAL-80	77/155796	4/13/2007	3499696	9/18/2008	9/18/2018
ECSTREAM	77/061502	12/11/2006	3648016	6/30/2009	6/30/2019
ELECTROTORK (BLOCK)	73/706621	1/20/1988	1509072	10/18/1988	10/18/2018
EQUIPMENT SOLUTIONS (BLOCK)	75/106641	5/20/1996	2119012	12/9/1997	12/9/2017
ETHOS	77/638049	12/22/2008	3631358	6/2/2009	6/2/2019
ETHOS SCANNER	78/945995	8/7/2005	3494116	8/26/2008	8/26/2018
EUROCHECK	78/302562	9/19/2003	2973789	7/19/2005	7/19/2015
FLANK DRIVE (BLOCK)	73/291515	12/31/1980	1200860	7/13/1982	7/13/2012
GLO-MAD	77/469389	5/8/2008	3752888	22/23/2010	2/23/2020
HANDLE WITH ONE GROOVE (DESIGN)	76/609870	9/16/2004	3025816	12/13/2005	12/13/2015
HANDLE WITH TWO GROOVE (DESIGN)	76/609865	9/16/2004	3039421	1/10/2006	1/10/2016
INSTINCT	78/840859	3/20/2006	3360711	12/25/2007	12/25/2017
ISO-RIDE AND DESIGN	77/100142	2/6/2007	3897565	12/28/2010	12/28/2020
LIGHTNING	75/912066	2/7/2000	2707449	4/15/2003	4/15/2013
LOCK 'N ROLL (BLOCK)	74/622184	1/17/1995	1982124	6/25/1996	6/25/2016
LOXOCKET (BLOCK)	73/502456	10/5/1984	1334023	5/7/1985	5/7/2015
MICROSCAN	76/388720	3/29/2002	2854474	6/15/2004	6/15/2014
MISCELLANEOUS DESIGN (ONE GROOVE)	76/214992	2/26/2001	2689962	2/25/2003	2/25/2013
MISCELLANEOUS DESIGN (THREE GROOVES)	76/214688	2/26/2001	2689961	2/25/2003	2/25/2013
MISCELLANEOUS DESIGN (TWO GROOVES)	76/214993	2/26/2001	2689963	2/25/2003	2/25/2013
PAR-X (BLOCK)	72/121607	6/7/1961	731472	5/15/1962	5/15/2012
RATCHET HANDLE (TWO GROOVES AT END)	76/214991	2/26/2001	2717021	5/20/2003	5/20/2013
Ratchet Handle design (THREE GROOVES)	76/214990	2/26/2001	2717020	5/20/2003	5/20/2013
RWD	77/712273	4/13/2009	3701592	10/27/2009	10/27/2010
S (WRENCH DESIGN)	76/019920	4/6/2000	2469437	7/17/2001	7/17/2011
S DESIGN	78/957696	8/22/2006	3667938	8/11/2009	8/11/2019
SHAPE OF HANDLE I DESIGN	74/531304	5/31/1994	1940587	12/12/1995	12/12/2015
SHAPE OF HANDLE II DESIGN	74/531305	5/31/1994	1940588	12/12/1995	12/12/2015
SHOE DESIGN	74/694365	6/27/1995	1996742	8/27/1996	8/27/2016
SNAP-ON	77/513705	7/2/2008	3768399	3/30/2010	3/30/2020
SNAP-ON	77/513780	7/2/2008	3883346	11/30/2010	11/30/2020
SNAP-ON	77/513764	7/2/2008	3768400	3/30/2010	3/30/2020
SNAP-ON	77/513735	7/2/2008	3883345	11/30/10	11/30/2020
SNAP-ON	77/853621	10/21/2009	3802780	6/15/2010	6/15/2020
SNAP-ON (BLOCK)	72/213904	3/11/1965	804474	3/1/1966	3/1/2016
SNAP-ON (BLOCK)	72/288987	11/22/1967	869928	5/27/1969	5/27/2009
SNAP-ON (BLOCK)	74/135800	2/4/1991	1763791	4/6/1993	4/6/2013

Mark Name	Application Number	Application Date	Registration Number	Registration Date	Expiration Date
SNAP-ON (BLOCK)	74/618141	1/5/1995	1961694	3/12/1996	3/12/2016
SNAP-ON (BLOCK)	72/200498	8/24/1964	826632	4/4/1967	4/4/2017
SNAP-ON (BLOCK)	72/197514	7/9/1964	788320	4/20/1965	4/20/2015
SNAP-ON (BLOCK)	72/213903	3/11/1965	835768	9/26/1967	9/26/2017
SNAP-ON (BLOCK)	73/491406	7/23/1984	1610337	8/21/1990	8/21/2010
SNAP-ON (BLOCK)	74/618140	1/5/1995	1983599	7/2/1996	7/2/2016
SNAP-ON (BLOCK)	72/197513	7/9/1964	788618	4/27/1965	4/27/2015
SNAP-ON (BLOCK)	74/618142	1/5/1995	1961695	3/12/1996	3/12/2016
SNAP-ON (BLOCK)	72/213902	3/11/1965	871795	6/24/1969	6/24/2009
SNAP-ON (BLOCK)	74/262034	4/3/1992	1761046	3/30/1993	3/30/2013
SNAP-ON (BLOCK)	72/318335	2/4/1969	964404	7/17/1973	7/1/2013
SNAP-ON (BLOCK)	73/481972	5/24/1984	1372116	11/26/1985	11/26/2015
SNAP-ON (BLOCK)	78/329488	11/18/2003	2966535	7/12/2005	7/12/2015
SNAP-ON (BLOCK)	76/240863	4/13/2001	2565234	4/30/2002	4/30/2012
SNAP-ON (BLOCK)	74/700665	7/13/1995	2024681	12/17/1996	12/17/2016
SNAP-ON (BLOCK)	75/638522	2/11/1999	2464334	6/26/2001	6/26/2011
SNAP-ON (STYLIZED)	71/535356	9/23/1947	660530	4/15/1958	4/15/2018
SNAP-ON (WRENCH LOGO)	74/279039	5/26/1992	1810439	12/14/1993	12/14/2013
SNAPCAL	76/331280	10/29/2001	2776435	10/21/2003	10/21/2013
SPOOLIGHT	76/468880	11/21/2002	2867524	7/27/2004	7/27/2014
TECHANGLE	78/613815	4/21/2005	3349528	12/4/2007	12/4/2017
TECHWRENCH	76/335554	11/8/2001	2789411	12/2/2003	12/2/2013
TOOL SWEEP LOGO	74/279038	5/26/1992	1811823	12/21/1993	12/21/2013
TORQLOG	78/329473	11/18/2003	3018558	11/22/2005	11/22/2015
TORQOMETER (STYLIZED)	71/544784	12/18/1947	530116	9/5/1950	9/5/2010
TRUE-FIT (child)	78/979180	4/13/2005	3370929	1/15/2008	1/15/2018
VERSAVOLT	76/038372	5/2/2000	2808793	1/27/2004	1/27/2014
VERSADRIVER	76/335555	11/8/2001	2792279	12/9/2003	12/9/2013
VERSAMETER	76/335556	11/8/2001	2795568	12/16/2003	12/16/2013
VERSATORQ (BLOCK)	75/240477	2/12/1997	2237391	4/6/1999	4/6/2019
VERUS	77/478974	5/20/2008	3629950	6/2/2009	6/2/2019
WHAT A GRIP!	76/532772	7/15/2003	2918534	1/18/2005	1/18/2015

Pending

Mark Name	Application Number	Application Date	Intent to Use / Actual Use Application	Published Date	Status – Allowed
BLUE STEEL	77/936504	2/16/10	In Use	-	-
BLUE STEEL	77/936514	2/16/10	In Use	-	-
BLUE STEEL	77/936551	2/16/10	In Use	-	-
BLUE STEEL	77/936558	2/16/10	In Use	-	-
LEVEL 5 TOOL CONTROL SYSTEM	77/703299	3/31/2009	In Use	-	-
SMART SMOKE	85/067317	6/21/2010	In Use	-	-
SNAP-ON	77/412957	3/4/2008	In Use	1/27/2009	4/21/2009
SNAP-ON	77/513752	7/2/2008	In Use	6/23/2009	9/15/2009

Mark Name	Application Number	Application Date	Intent to Use / Actual Use Application	Published Date	Status – Allowed
SNAP-ON	77/513682	7/2/2008	In Use	1/12/2010	4/6/2010
SNAP-ON	77/513669	7/2/2008	In Use	1/12/2009	4/16/2010
SNAP-ON	77/513691	7/2/2008	In Use	1/12/2010	4/6/2010
SNAP-ON	77/513718	7/2/2008	In Use	1/19/2009	4/13/2010
SNAP-ON	77/513792	7/2/2008	In Use	1/12/2010	4/6/2010
SNAP-ON NO COMPROMISE TOUR	77/515664	7/7/2008	In Use	4/14/2009	7/7/2009
SNAP-ON NO COMPROMISE TOUR	77/515657	7/7/2008	In Use	4/14/2009	7/7/2009
SNAP-ON RACING (AND DESIGN)	78/756730	11/18/2005	In Use		
SNAP-ON RACING (AND DESIGN)	77/793231	7/30/2009	In Use	7/30/2009	
SNAP-ON (WRENCH LOGO)	85/166090	11/1/2010	In Use	-	-
SNAP-ON (WRENCH LOGO)	85/186966	11/30/2010	In Use	-	-
SOLUS ULTRA	85/228732	1/28/2011	In Use	-	-
TRU-FIT	77/804557	8/14/2009	Intent to Use	7/6/2010	8/31/2010
VERDICT	85/186979	11/30/2010	In Use	-	-

APPENDIX D

Issued and Pending U.S. Patents				
Country	Title	Patent #	Patent Status	Patent Issue Date
United States	Dead Blow Hammer	USD533759S	Issued	2006-Dec-19
United States	Tool Chest with Tool Pallet	RE36379	Issued	1999-Nov-09
United States	Digital Engine Analyzer (RPM Setpoint/Freeze)	4812768	Issued	1989-Mar-14
United States	Method and Apparatus for Determining Relative Contributions of Individual Cylinders	5396427	Issued	1995-Mar-07
United States	Magnetic Bit Holder and Hand Tool Incorporating Same	5577426	Issued	1996-Nov-26
United States	Wheel Balancer in Which a Sub-Housing Carrying a Main Shaft is Pivotal From a Horizontal to a Vertical Position for Aligning a Wheel on the Main Shaft	5419193	Issued	1995-May-30
United States	Injection Molded Pliers with Insert Molded Dual Purpose Reinforcing and Implement Structure	US6530099B1	Issued	2003-Mar-11
United States	Automatic Wheel Profiler (AWP)	US6535281B2	Issued	2003-Mar-18
United States	Joint Press Set	US7610664	Issued	2009-Nov-03
United States	Tool Box	USD530914S	Issued	2006-Oct-31
United States	System and Method for Distributed Computer Automotive Service Equipment - Divisional	US6564128B2	Issued	2003-May-13
United States	Computer Implemented Speech Recognition System Training	US6556971B1	Issued	2003-Apr-29
United States	Handle	USD481290S	Issued	2003-Oct-28
United States	Pipe Wrench with Differentiated Tooth Size	6393951B1	Issued	2002-May-28
United States	Paint Scraper	USD459043S	Issued	2002-Jun-18
United States	Scissors-Type Vehicle Lift	US6405997B1	Issued	2002-Jun-18
United States	Steering Symmetry Feature for Wheel alignment	US6634109B1	Issued	2003-Oct-21
United States	Pneumatic Tool With Muffler Bypass Mechanism	US6530436B2	Issued	2003-Mar-11
United States	Foldable Saw	DES429137	Issued	2000-Aug-08
United States	Single Pole Quick Travel Wheel Clamp		Filed	
United States	Retention Socket Geometry Variations	US6626067B1	Issued	2003-Sep-30
United States	Four Sensor System for Wheel Alignment	US6327785B1	Issued	2001-Dec-11
United States	Elongated Pneumatic Tool with Replaceable Soft Grip	US6547015B1	Issued	2003-Apr-15
United States	Method and Apparatus for Measuring Vehicle Wheel Roll Radius	US6237234B1	Issued	2001-May-29
United States	Single Hand Held Display Unit	USD451097S	Issued	2001-Nov-27
United States	Wrench Having a Socket with Circumferentially Spaced Recesses	6079299	Issued	2000-Jun-27
United States	Method of and Apparatus for Fitting or Removing a Motor Vehicle Tyre		Filed	
United States	Image-Based Inventory Control System and Method		Filed	
United States	Image-Based Inventory Control System Using Advanced Image Recognition		Filed	
United States	Image-Based Inventory Control System with Automatic Calibration and Image Correction		Filed	
United States	Retention Socket	US7523688	Issued	2009-Apr-28

Country	Title	Patent #	Patent Status	Patent Issue Date
United States	Interchangeable Saw Blade System	D586643	Issued	2009-Feb-17
United States	Vehicle Measurement System with User Interface		Filed	
United States	Reversible Ratchet Wrench	US7229720	Issued	2007-Nov-27
United States	Compact Device for Measuring the Forces Generated by a Rotor Imbalance		Filed	
United States	Lightweight Wheelclamp for Vehicle Wheel Alignment System		Filed	
United States	Rack Drive-on Assistance Systems		Filed	
United States	Parameter detection system and control method		Filed	
United States	Hand Tool with Adjustable Head	US7481135	Issued	2009-Jan-27
United States	Vehicle Diagnostic Tool with Copy Protection and Automatic Identification of Vehicle ECUs and Fault Display		Filed	
United States	Positive Pivot Centers for Adjustable Tools		Filed	
United States	Improved Vehicle Alignment Software (Thundercloud)		Filed	
United States	Vehicle Diagnostic Tool With Packet And Voice Over Packet Communications and Systems Incorporating Such A Tool		Filed	
United States	Extended Low-Torque Ratchet Wrench	US 7,775,141	Issued	2010-Aug-17
United States	Suspendable Locker	US7722141	Issued	2010-May-25
United States	Low Cost Imaging/Conventional Hybrid Alignment System		Filed	
United States	System and Method for Integrating Devices for Servicing a Device-Under-Service		Filed	
United States	System and Method for Extending Communication Range and Reducing Power Consumption of Vehicle Diagnostic Equipment		Filed	
United States	System and Method for Preventing Theft of Vehicle Diagnostic Equipment		Filed	
United States	System and Method for Displaying Input Data on a Remote Display Device		Filed	
United States	System and Method for Universal Scanner Module to Buffer and Bulk Send Vehicle Data Responsive to Network Conditions		Filed	
United States	System and Method for a Vehicle Scanner to Automatically Execute a Test Suite from a Storage Card		Filed	
United States	Overvoltage and Over current Protection Scheme		Filed	
United States	Cable Assembly for Protection Against Undesired Signals		Filed	
United States	Apparatus and Method for Controlled Ethernet Switching		Filed	
United States	System and Method for Selecting Individual Parameters to Transition from Text-to-Graph or Graph-to-Text		Filed	
United States	Detachable Wireless Adapter for Vehicle Communication Modules		Filed	
United States	Manually Actuated Brake System for Manually Towable Vehicle	7584827	Issued	2009-Sep-08
United States	Wheel Balancer with Weight Application Error Correction System	7,584,659B1	Issued	2009-Sep-08
United States	Tool Apparatus, System and Method of Use	US7182147B2	Issued	2007-Feb-27
United States	Click-Type Wrench and Improved Cam Assembly Therefor	US7174818B1	Issued	2007-Feb-13

Country	Title	Patent #	Patent Status	Patent Issue Date
United States	Steering Wheel Level Verification with Alignment Sensors Attached	7,681,322	Issued	2010-Mar-23
United States	Battery Charger for Different Capacity Cells		Filed	
United States	Apparatus System and Method of Use		Filed	
United States	Polygon Mirror	US6639206B1	Issued	2003-Oct-28
United States	Four Column Vehicle Lift	US6550584B1	Issued	2003-Apr-22
United States	Scissors Type Vehicle Lift	US6405997B1	Issued	2002-Jun-18
United States	Apparatus to Measure Forces Created by the Unbalance of a Rotor	US6430992B1	Issued	2002-Aug-13
United States	Two Wheel Alignment Adjustment Method	7,532,742	Issued	2009-May-12
United States	Ratcheting Tool	US7213491B2	Issued	2007-May-08
United States	Planetary Gear Set Centering Ring		Filed	
United States	System and Method for Using Vehicle Attributes to Identify a Vehicle Under Service		Filed	
United States	Anvil for a Power Tool		Filed	
United States	System and Method for Using Vehicle Attributes to identify a Vehicle Under Service		Filed	
United States	Multi-Function Battery Service System	7657386	Issued	2010-Feb-02
United States	Interchangeable Saw Blade System	D579291	Issued	2008-Oct-28
United States	Bias Assembly for Ratchet Tools		Filed	
United States	Tool Storage Work Surface with Electrical Outlet Strip		Filed	
United States	Automated Definition and Orchestration of Contracts in Digital Format		Filed	
United States	Universal Retention Cavities for Cable Mounted Remote Hose Clap Pliers Head	7313984	Issued	2008-Jan-01
United States	Wireless Network and Methodology for Automotive Service Systems		Filed	
United States	Calibration and Operation of Wheel Alignment Systems	7,640,673	Issued	2010-Jan-05
United States	Cable Strain-Relieving Mechanism	US7429187B1	Issued	2008-Sep-30
United States	Reduced Weight Wheel Clamp	US 7,870,677	Issued	2011-Jan-18
United States	Detachable Interface Device for Powering Portable Data Processing System Using a Vehicle Diagnostic Port		Filed	
United States	Method for Use with and Optical Aligner System for Positioning a Fixture Relative to a Vehicle	7424387	Issued	2008-Sep-09
United States	Torque Limited Screwdriver	US6487943B1	Issued	2000-Oct-10
United States	Standard Duty Creeper Design		Filed	
United States	Vehicle Diagnostics	7519458	Issued	2009-Apr-14
United States	Improved Bandsaw	6269722	Issued	1998-Jun-25
United States	Vehicle Identification Key for Use Between Multiple Computer Applications	7684908	Issued	2010-Mar-23
United States	Remote Monitoring, Configuring, Programming and Diagnostic System and Method for Vehicles and Vehicle Components		Filed	
United States	Method and System for Adaptively Modifying Diagnostic Vehicle Information	7706936B2	Issued	2010-Apr-27
United States	Ratcheting Tool With Spring Pawl Retainer	US7044029B1	Issued	2006-May-16

Country	Title	Patent #	Patent Status	Patent Issue Date
United States	Setting Equipment for Saw Blades	US7096757	Issued	2006-Aug-29
United States	Marketplace for Vehicle Original Equipment Manufacturer		Filed	
United States	Hardening Fixture	7060221	Issued	2006-Jun-13
United States	T-Handled Torque-Limiting Device	7272999	Issued	2007-Sep-25
United States	Swivel Adaptor		Filed	
United States	System and Method for Optimizing Vehicle Diagnostic Trees Using Similar Templates	US7373226B1	Issued	2008-May-13
United States	Method and System for Optimizing Vehicle Diagnostic Trees Using Similar Templates	US7373225B1	Issued	2008-May-13
United States	Portal for Distributing Business and Product Information		Filed	
United States	Roller Brake Testing Dynamometer		Filed	
United States	Self-Calibrating, Multi-Camera Machine Vision Measuring System	US6968282B1	Issued	2005-Nov-22
United States	File Handle	US D607708S	Issued	2010-Jan-12
United States	Universal Pulling Tool	US 7770277 B2	Issued	2010-Aug-10
United States	Tool Storage Lock with Visual Indicator		Filed	
United States	Method and Systems for Providing Open Access to Vehicle Data		Filed	
United States	Fault Tolerant Wheel Alignment Head and System	7,684,026	Issued	2010-Mar-30
United States	Alignment Head	US D590,279 S	Issued	2009-Apr-14
United States	Dual Pawl Ratchet Mechanism and Reversing Method		Filed	
United States	Snap-lock		Filed	
United States	Sawblade for Wood		Filed	
United States	Vehicle Wheel Alignment System and Methodology	US 7,458,165 B2	Issued	2008-Dec-02
United States	Distributed Vehicle Service Method and System		Filed	
United States	Assym. Hand Saw Handles	D599185	Issued	2009-Sep-01
United States	Wheel Alignment Head and System with Advanced Power Management		Filed	
United States	Roller Brake Testing Dynamometer	7,584,654	Issued	2009-Sep-08
United States	Method of and Apparatus for Determining Geometrical Dimensions of a Vehicle Wheel	7,768,632	Issued	2010-Aug-03
United States	Handsaw Blade	D626806S	Issued	2010-Nov-09
United States	Apparatus for Contactless 3D Wheel Alignment, System and Method Therefor	7,746,456	Issued	2010-Jun-29
United States	Tyre Changer Apparatus	7,740,043	Issued	2010-Jun-22
United States	Method of Optically Scanning the Tread Surface of a Pneumatic Tyre of a Vehicle Wheel	7,523,655	Issued	2009-Apr-28
United States	Wheel Balancing Apparatus and Method with Improved Hidden Spokes Placement for Irregular Wheels	7,792,610	Issued	2010-Sep-07
United States	Saw Horse	D604864	Issued	2009-Nov-24

Country	Title	Patent #	Patent Status	Patent Issue Date
United States	Method and Apparatus for Updating of Software and/or Collecting of Operational Data in a Machine Unit		Filed	
United States	Weight Miser	12/179,920	Filed	
United States	Method and System for Optimizing Vehicle Diagnostic Trees Using Similar Templates		Filed	
United States	Roller Pair For A Roller Testing Stand	US6898965B2	Issued	2005-May-31
United States	Gradient Calculating Camera Board	US7069660B2	Issued	2006-Jul-04
United States	Testing and Display of Electrical System Impedance	7764071	Issued	2010-Jul-27
United States	Method and System for Enhanced Scanner User Interface		Filed	
United States	System for Dynamic Diagnosis of Apparatus Operating Conditions		Filed	
United States	Intelligent Stationary Power Equipment and Diagnostics	7603586B1	Issued	2009-Oct-13
United States	Starting Motor Tester that Measures Power	US7409856B2	Issued	2008-Aug-12
United States	Torque-Angle Instrument		Filed	
United States	Indexable Pliers-Type Tool	7451673	Issued	2008-Nov-18
United States	Cordless Power Tool	USD524135	Issued	2006-Jul-04
United States	Camera Technique for Adaptive Cruise Control (ACC) Adjustment	US7121011B2	Issued	2006-Oct-17
United States	Vehicle Diagnostic Tool With Packet and Voice Over Packet Communications and Systems incorporating Such a Tool	7769508B2	Issued	2010-Aug-03
United States	Vehicle Diagnostic Method and System with Intelligent Data Collection	7739007	Issued	2010-Jun-15
United States	Lubrication System for Impact Wrenches	US7331404B2	Issued	2008-Feb-19
United States	Snap-lock for Tool Bag		Filed	
United States	Screwdriver Handle	USD542620S	Issued	2007-May-15
United States	Method and Apparatus for Tracking Wheel Balancer Corrective Weight Usage	7,644,616	Issued	2010-Jan-12
United States	Procedure and Apparatus for Optical Scanning of a Vehicle Wheel	US7199880B2	Issued	2007-Apr-03
United States	Wheel Aligner Measurement Module Attachment System	7,369,222	Issued	2008-May-06
United States	In-Vehicle Diagnostic System with Built-in Browser Capabilities		Filed	
United States	Optical Spot Scanning of the Condition of a Tyre of a Vehicle Wheel (with wheel balancing machine) (Optima tyre analysis)	7,466,430	Issued	2008-Dec-16
United States	Device for Mounting and Dismounting Tyres	US7108036B2	Issued	2006-Sep-19
United States	Tool Bag		Filed	
United States	Method and Apparatus for Balancing a Motor Vehicle Wheel (Optima- Teach in)	US7199873B2	Issued	2007-Apr-03
United States	Method of Matching a Vehicle Wheel	US7065444B2	Issued	2006-Jun-20
United States	Ergonomic Electronic Torque Wrench	US7107884B2	Issued	2006-Sep-19
United States	Manually Actuated Brake System for Manually Towable Vehicle		Filed	
United States	Vehicle Wheel Alignment System and Methodology	7313869	Issued	2008-Jan-01
United States	Turntable for Wheel Alignment	US 7472485 B2	Issued	2009-Jan-06

Country	Title	Patent #	Patent Status	Patent Issue Date
United States	Network System for a Vehicle Testing Environment		Filed	
United States	Sensing Steering Axis Inclination and Camber with an Accelerometer	US7181852B2	Issued	2007-Feb-27
United States	Method and Apparatus for Determining Geometrical Data of a Motor Vehicle Wheel Mounted Rotatably about an Axis of Rotation (Optima)	US7064818B2	Issued	2006-Jun-20
United States	Scraper Blade for Paint Scrapers		Filed	
United States	Three Dimensional (3D) Measuring with Multiple Reference Frames	7307737	Issued	2007-Dec-11
United States	Tyre Test	US7055379B2	Issued	2006-Jun-06
United States	Random Orbital Sander	US7222679B2	Issued	2007-May-29
United States	Anvil for a Power Tool		Filed	
United States	Wireless Vehicle Service Systems Using Addressable Devices	7,729,880	Issued	2010-Jun-01
United States	Interface Between Busses of Different Physical Layers	7779196B2	Issued	2010-Aug-17
United States	Trigger-Actuated Tip-Type Air Valve with Integrated Wear Surface	7445055	Issued	2008-Nov-04
United States	Wheel Alignment System Using Smart MEMS	US7581324	Issued	2009-Sep-01
United States	Integration of Direct Pressure Measurement Capability in a Tool to Monitor On-Board Tire Pressure Monitoring Systems		Filed	
United States	Retro-Reflective Target Wafer for a Position Determination System	7373726	Issued	2008-May-20
United States	Electronic Publishing System	5142662	Issued	1992-Aug-25
United States	Tool Storage Drawer with Electrical Outlet Strip		Filed	
United States	Dual Hardness Steel Rivet		Filed	
United States	Lift in Connection with Wheel Aligner	US6729032B2	Issued	2004-May-04
United States	Cart-Housing for Automotive Service Equipment	USD465895S	Issued	2002-Nov-19
United States	Saw Blade for Cutting Metal	5331876	Issued	1994-Jul-26
United States	Hand Held Data Entry and Display Unit		Filed	
United States	Dial Indicator Torque Wrench	USD439815S	Issued	2001-Apr-03
United States	Textual Data Storage System and Method	US6898605B2	Issued	2005-May-24
United States	Hand Held Power Tool	USD458101S	Issued	2002-Jun-04
United States	3D Machine Vision Measuring System with Vehicle Position Adjustment Mechanism for Positioning Vehicle	US6658749B2	Issued	2003-Dec-09
United States	Bead Breaking Lever (Tool)		Filed	
United States	Inground Lift	US6244390B1	Issued	2001-Jun-12
United States	Suspendable Locker	US6719384B1	Issued	2004-Apr-13
United States	Handle With Marking	6094781	Issued	2000-Aug-01
United States	Tool Handle	6128808	Issued	2000-Oct-10
United States	Foldable Handle	USD437201S	Issued	2001-Feb-06
United States	Ratcheting Composite Screwdriver	US6260445B1	Issued	2001-Jul-17
United States	Programmable Cable Adaptor	5442170	Issued	1995-Aug-15

Country	Title	Patent #	Patent Status	Patent Issue Date
United States	Multi-Position Ratcheting Screwdriver Handle		Filed	
United States	Hand Saw Having a Handle Including a Pivoted Protector for Protecting a Blade	US6253455B1	Issued	2001-Jul-03
United States	Metal-Cutting Saw Having Straight and Set Teeth and Method of Making	US6257226B1	Issued	2001-Jul-10
United States	Alternator Testing Method and System Using Ripple Detection	US6806727B2	Issued	2004-Oct-19
United States	Two Piece Alignment Head	US6574877B2	Issued	2003-Jun-10
United States	Method and Apparatus For Automotive and Other Battery Testing	US6268732B1	Issued	2001-Jul-31
United States	Composite Hollow Shaft Tool and Method of Construction Thereof	US6427563B1	Issued	2002-Aug-06
United States	Insulating Composite Shaft Tools With Interchangeable Heads	US6408723B1	Issued	2002-Jun-25
United States	Quick System Tester - MicroVat	USD445703S	Issued	2001-Jul-31
United States	Self-Calibrating 3D Machine Measuring System Useful in Motor Vehicle Wheel Alignment	US6731382B2	Issued	2004-May-04
United States	Method and System for Conducting Wheel Alignment	US6560883B2	Issued	2003-May-13
United States	Method and Apparatus for Diagnosing Fuel Injectors	US6754604B2	Issued	2004-Jun-22
United States	Saw Sheath	DES414330	Issued	1999-Sep-28
United States	Low Power Indication Circuit For Lead Acid Battery Pack	US6313611B1	Issued	2001-Nov-06
United States	Jump Start Battery Pack and Enclosure Therefor	US6222342B1	Issued	2001-Apr-24
United States	A Process for Reading Fractions of an Interval between Contiguous Photo-Sensitive Elements in a Linear Optical sensor	US6643003B2	Issued	2003-Nov-04
United States	Wireless Data Transmission (RF Multi-Channel Communication)	US6917304B1	Issued	2005-Jul-12
United States	Reversible Impact Mechanism With Structure Limiting Hammer Travel	US6227308B1	Issued	2001-May-08
United States	Cordless Power Tool And Convertible Remote Battery Pack Thereof	US6501197B1	Issued	2002-Dec-31
United States	Diagnostic Display Unit Including Replaceable Display Protector	US7251552B2	Issued	2007-Jul-31
United States	Battery Pack Discharge Recovery Circuit	US6262560B1	Issued	2001-Jul-17
United States	Impact Tool Battery Pack with Acoustically-Triggered Timed Impact Shut-off	US6508313B1	Issued	2003-Jan-21
United States	Pneumatic Air Tool with Direct Air Path Motor	US6634438B1	Issued	2003-Oct-21
United States	Ignition Signal Pickup Interface Box	US6717412B1	Issued	2004-Apr-06
United States	Sawblade Having Unequal Spacing Between Identical Tooth Groups	6119571	Issued	2000-Sep-19
United States	Self-Calibrating, Multi /Camera Machine Vision Measuring System	US6931340B2	Issued	2005-Aug-16
United States	Control Button	USD480691S	Issued	2003-Oct-14
United States	Power Hand Tool and Removable Grip Therefor	US6796389B2	Issued	2004-Sep-28
United States	Handle for a Hand Saw	D463966 S	Issued	2002-Oct-08
United States	Locking Drive Tool	US6851341B2	Issued	2005-Feb-08
United States	Pliers	USD483633S	Issued	2003-Dec-16
United States	Unidirectional Ratchet Wrench	US6792830B2	Issued	2004-Sep-21
United States	Pliers	USD483634S	Issued	2003-Dec-16
United States	A Method and Apparatus for Controlling an Equal Transfer of Fluids in a System		Filed	

Country	Title	Patent #	Patent Status	Patent Issue Date
United States	Robust Designed, Cord-Free, Multi-Voltage Input Power Station	USD527024S	Issued	2006-Aug-22
United States	Network Based Method and System for Distributing Data	US6859699B2	Issued	2005-Feb-22
United States	Pipe Wrench	DES413237	Issued	1999-Aug-31
United States	Equalizer	US6321634B1	Issued	2001-Nov-27
United States	Alignment Head (Two Piece)	USD446732S	Issued	2001-Aug-21
United States	System, Method and User Interface		Filed	
United States	Common Platform System Automotive Service Equipment	US6892216B2	Issued	2005-May-10
United States	Automotive Diagnostics Data Management		Filed	
United States	Automotive Diagnostics Data Management		Filed	
United States	System, Method and User Interface (initial release of MODIS)		Filed	
United States	IM3100 3/8" Impact Wrench	USD472782S	Issued	2003-Apr-08
United States	Air Ratchet	USD455327S	Issued	2002-Apr-09
United States	Textual and Graphic Data Presentation System and Method	7117194	Issued	2006-Oct-03
United States	Self Calibrating Position Determination System	US6839972B2	Issued	2005-Jan-11
United States	Impact Wrench	USD50795i S	Issued	2005-Aug-02
United States	Data Processing Device	USD475369S	Issued	2003-Jun-03
United States	Ratchet Head Assembly and Reversing Knob Therefor	5603393	Issued	1997-Feb-18
United States	Ratcheting Screwdriver	5437212	Issued	1995-Aug-01
United States	Lockable Sliding Drawer Tray	US6811232B2	Issued	2004-Nov-02
United States	Gradient Calculating Camera Board	US6871409B2	Issued	2005-Mar-29
United States	System and Method for Distributed Computer Automotive Service Equipment	US6560516B1	Issued	2003-May-06
United States	Encapsulated Dead Blow Hammer with Improved Skeleton	US6595087B2	Issued	2003-Jul-22
United States	Position Defining and Energy Isolating Mountings	US6874220B1	Issued	2005-Apr-05
United States	Method and Apparatus for Determining Ride Height of a Vehicle	6,912,477 B2	Issued	2005-Jun-28
United States	Method and System for Measuring Caster Trail	US6661505B2	Issued	2003-Dec-09
United States	Remote Monitoring, Configuring, Programming and Diagnostic System and Method for Vehicles and Vehicle	US7092803B2	Issued	2006-Aug-15
United States	Remote Vehicle Security System	US7084735B2	Issued	2006-Aug-01
United States	Vehicle Diagnostic, Prognostic, and Telematic System		Filed	
United States	Ratcheting Torque-Angle Wrench and Method	7082866B2	Issued	2006-Aug-01
United States	Three Dimensional Mapping Systems for Automotive Vehicles and Other Articles	US6732030B2	Issued	2004-May-04
United States	Torque Wrench with Finite Plurality of Selectable Torque Values	US6945144B1	Issued	2005-Sep-20
United States	Non-Contact Method and System for Tire Analysis	7269997	Issued	2007-Sep-18
United States	Method and Apparatus for Automotive Rim Edge analysis and Corrective Weight Selection Guide	US6983656B2	Issued	2006-Jan-10
United States	A System and Method for Tracking Maintenance Expenses		Filed	

Country	Title	Patent #	Patent Status	Patent Issue Date
United States	Power Tool with Detachable Drive End	US7083003B1	Issued	2006-Aug-01
United States	An Extensible Speed Wrench Crowfoot Wrench Head	US6805029B1	Issued	2004-Oct-19
United States	Power Tool With Air Seal and Vibration Dampener	US7152695B2	Issued	2006-Dec-26
United States	Adjustable Riser-Ramp Assembly	5544861	Issued	1996-Aug-13
United States	Remote Control Pump	5634778	Issued	1997-Jun-03
United States	Paint Scraper	D453599	Issued	2002-Feb-12
United States	Method for Motor Vehicle Wheel Balancing	5979237	Issued	1999-Nov-09
United States	Electronic Torque Wrench	USD497294S	Issued	2004-Oct-19
United States	Method and Apparatus for Holding in Position a Motor Vehicle Wheel Clamped on a Balancing Machine Measuring Spindle	5959204	Issued	1999-Sep-28
United States	Glint Resistant Position Determination System	US6526665B2	Issued	2003-Mar-04
United States	System for Adjusting the Track on Motor Vehicle Wheels	US6367157B1	Issued	2002-Apr-09
United States	Tool Package	US6186323B1	Issued	2001-Feb-13
United States	Gas Analyzer Module	USD499347S	Issued	2004-Dec-07
United States	Socket Including a Reinforcing Structure	7299721	Issued	2007-Nov-27
United States	Low Cost, Limited Use, Torque Limited "T" Handled Driver		Filed	
United States	Target System for Use with Position Determination System	US6796043B2	Issued	2004-Sep-28
United States	Burn Time Coil on Plug	US6850069B2	Issued	2005-Feb-01
United States	Top Chest to Roll Cab Attachment	US7008031B2	Issued	2006-Mar-07
United States	Electronic Torque Wrench	US6968759	Issued	2005-Nov-29
United States	Synchronizable Item Locator		Filed	
United States	Air Tool	D347372	Issued	1994-May-31
United States	Torque Wrench with Measurements Independent of Hand Hold Position	4982612	Issued	1991-Jan-08
United States	Method and Apparatus for Lamp Heat Control	7372210	Issued	2008-May-13
United States	Combination Tool Assembly For Bicycles	US6637061B1	Issued	2003-Oct-28
United States	Dynamic Diagnosis of Vehicle Drivability Conditions	US6615120B1	Issued	2003-Sep-02
United States	Tire Removal Apparatus	US6289962B1	Issued	2001-Sep-18
United States	Impact Tool Drive Bit		Filed	
United States	Vehicle Diagnostic, Prognostic, and Telematic System		Filed	
United States	Preset Torque Wrench with Multiple Setting Torque Selector Mechanism	US7044036B1	Issued	2006-May-16
United States	Dual Voltage Circuit Tester	US6888341B2	Issued	2005-May-03
United States	Pliers	DES378042	Issued	1997-Feb-18
United States	Pliers	DES386374	Issued	1997-Nov-18
United States	Pliers	DES386658	Issued	1997-Nov-25
United States	Pliers	DES386659	Issued	1997-Nov-25
United States	Pliers	DES386957	Issued	1997-Dec-02

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United States	Pruning Saw	DES346937	Issued	1994-May-17
United States	Handle for a Bow Saw	USD450555S	Issued	2001-Nov-20
United States	Tool Holder	USD461309S	Issued	2002-Aug-13
United States	Paint Scraper	USD461938S	Issued	2002-Aug-20
United States	Low-Level Lift	US6601826B1	Issued	2003-Aug-05
United States	Coil on Plug Inductive Sampling Method and Apparatus	US6850070B2	Issued	2005-Feb-01
United States	Diagnostic Method and System for a Multiple-Link Steering System	US6728609B2	Issued	2004-Apr-27
United States	Wrench with Flexible Ring	US6988430B1	Issued	2006-Jan-24
United States	System, Method & Computer Program Product for Remote Vehicle Diagnostics, Monitoring, Configuring	US7155321B2	Issued	2006-Dec-26
United States	Self-Calibrating, Multi-Camera Machine Vision Measuring System	US6959253B2	Issued	2005-Oct-25
United States	Attachment for Impact Hammer	6997269B1	Issued	2006-Feb-14
United States	Drawer Latch	US7121638B1	Issued	2006-Oct-17
United States	Antirotation Device for Insert on Pneumatic Hammer Retaining Chuck	US7052022B2	Issued	2006-May-30
United States	System for Dynamic Diagnosis of Apparatus Operating Conditions	US6845307B2	Issued	2005-Jan-18
United States	Tool Lanyard	US7124470B2	Issued	2006-Oct-24
United States	Chain Saw Nose Sprocket	6317989	Issued	2001-Nov-20
United States	Cutting Tip Having Rounded Main Cutting Edge and Sharp Side Cutting Edges	6321618	Issued	2001-Nov-27
United States	Data Method Alignment and System	7512156	Issued	2009-Mar-31
United States	Communications and Systems for Diagnostic Devices		Filed	
United States	Device for Measuring the Forces Generated by a Rotor Imbalance	US6430992B1	Issued	2002-Aug-13
United States	Tool Handle	D462003 S	Issued	2002-Aug-27
United States	DSP Assisted Peak Capture Circuit	US6879919B2	Issued	2005-Apr-12
United States	Adjustable Torque	6,752,016	Issued	2004-Jun-22
United States	Flexible Head for Electronic Torque Wrench	US6796190B2	Issued	2004-Sep-28
United States	Vehicular Pressure Testing Apparatus	5187974	Issued	1993-Feb-23
United States	Method and Apparatus for Determining Relative Contributions of Individual Comb. Cylinders Using Tach	5182512	Issued	1993-Jan-26
United States	Air Conditioner Charging Station with Same Refrigerant Reclaiming and Liquid Refrigerant Return	4909042	Issued	1990-Mar-20
United States	Air Conditioner Charging Station with Same Refrigerant Return and Method	4982576	Issued	1991-Jan-08
United States	Diagnostic Analyzer	DES313764	Issued	1991-Jan-15
United States	Distributorless Ignition Interface	4847563	Issued	1989-Jul-11
United States	Ergonomic Tool	4934222	Issued	1990-Jun-19
United States	Electrically Insulating Composite Hand Tool	5259277	Issued	1993-Nov-09
United States	Hammer (Encapsulated)	D350269	Issued	1994-Sep-06

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United States	Flag Generation System	4907176	Issued	1990-Mar-06
United States	Fluid Driven Rotary Motor	4898524	Issued	1990-Feb-06
United States	Diagnostic Director	US6714846B2	Issued	2004-Mar-30
United States	Hacksaw Blade Dispenser	USD456651S	Issued	2002-May-07
United States	Lamp	USD482150S	Issued	2003-Nov-11
United States	Hammer Handle With Cushion Grip	USD463725S	Issued	2002-Oct-01
United States	Handle	USD468182S	Issued	2003-Jan-07
United States	Method and Apparatus for Low Power Offset Correcting of Amplified Sensor	4816752	Issued	1989-Mar-28
United States	Method of Forming Tool with Dual-Material Handle	US6368536B1	Issued	2002-Apr-09
United States	Reversible Ratchet Wrench with Integrated Dual Pawl and Spring and Cam Unit	5174176	Issued	1992-Dec-29
United States	Rotary Air Motor with Curved Tangential Vanes	5174742	Issued	1992-Dec-29
United States	Speed Sensor for use with Engine Analyzer	D332065	Issued	1992-Dec-29
United States	Target System for Use with Position Determination System	US6658751B2	Issued	2003-Dec-09
United States	Interchangeable Grips for Power Tools	6155354	Issued	2000-Dec-05
United States	Device Having Socket with Retention Surfaces	5277531	Issued	1994-Jan-11
United States	Screwdriver Handle (Ratcheting)	D360344	Issued	1995-Jul-18
United States	Detachable Joint	6341918	Issued	
United States	Sliding Latch Mechanism for a Cabinet Drawer (Improved)	5388902	Issued	1995-Feb-14
United States	Square Drive Adapter	5485769	Issued	1996-Jan-23
United States	Integrated Diagnostic System	US7350159	Issued	2008-Mar-25
United States	Vehicle Wheel Alignment Adjustment Method	7415324	Issued	2008-Aug-19
United States	Procedure and Apparatus to Retain a Motor Vehicle Wheel Clamped on a Measuring Shaft of a Balancing	US5959204	Issued	1999-Sep-28
United States	Hacksaw Frame	DES409892	Issued	1999-May-18
United States	Device For Straightening A Frame of an Automobile	5623846	Issued	1997-Apr-29
United States	Device for Use in Conjunction with the Straightening of the Frame of an Automobile		Filed	
United States	Cordless Fluorescent Light	D409776	Issued	1999-May-11
United States	Impulse Wrench with Wrap Spring Clutch Assembly	5881855	Issued	1999-Mar-16
United States	Hacksaw Frame	D472445 S	Issued	2003-Apr-01
United States	Reciprocating Saw Blade	USD479106S	Issued	2003-Sep-02
United States	Ornamental Design of Pneumatic Hammer	USD487219S	Issued	2004-Mar-02
United States	Cordless Power Tool	USD484384S	Issued	2003-Dec-30
United States	Integrated Battery Service System	US7089127B2	Issued	2006-Aug-08
United States	Handle Assembly for Hand Tool (Long Reach Partially Overlapping)	D380656	Issued	1997-Jul-08
United States	Handle Assembly For Hand Tool f/k/a Long Reach Pistol Grip Flush Joint Pliers	D398510	Issued	1998-Sep-22
United States	Corrugated Three-Piece Drawer Slide Assembly	5549377	Issued	1996-Aug-27

Country	Title	Patent #	Patent Status	Patent Issue Date
United States	Analytical Tachometers	5646340	Issued	1997-Jul-08
United States	PC Compatible Modular Based Diagnostic System	5659680	Issued	1997-Aug-19
United States	Sheath for Scissors or Shears	DES415890	Issued	1999-Nov-02
United States	Outsole	D387193	Issued	1997-Dec-09
United States	Reversible Ratcheting Screwdriver with Spinner and Ergonomic Handle	5520073	Issued	1996-May-28
United States	Dual-Pawl Ratcheting Mechanism with Provision for Preventing Pawl Jamming	5537899	Issued	1996-Jul-23
United States	Manually Actuated Brake System for Manually Towable Vehicle	US7124859B2	Issued	2006-Oct-24
United States	Method and Apparatus for Determining Cylinder #1 Power Firing in Wasted Spark Ignition Systems	4795979	Issued	1989-Jan-03
United States	Method and Apparatus for Emission Testing	4881183	Issued	1989-Nov-14
United States	Hands Free Automotive System-(U.S. continuation)	US6826532B1	Issued	2004-Nov-30
United States	Apparatus for Balancing Vehicle Wheels	US6622551B2	Issued	2003-Sep-23
United States	Apparatus for Use with a 3D Image Wheel Aligner for Facilitating Adjustment of Cruise Control Sensor	US6823601B2	Issued	2004-Nov-30
United States	Recessed Control Knobs (Tool Control)		Filed	
United States	Coordinate Measuring System and Field-of-View Indicators Therefor	US6950775	Issued	2005-Sep-27
United States	Cordless Lamp Styling (Utility of lamp with open grill)		Filed	
United States	Brake Lathe Station	6546832 B2	Issued	2003-Apr-15
United States	Apparatus and Method for Vehicle Manipulative Anchoring	6568237 B1	Issued	2003-May-27
United States	Brake Lathe Suspension Arm	6679144 B2	Issued	2004-Jan-20
United States	Portal for Distributing Business and Product Information	7583401	Issued	2009-Sep-01
United States	Paint Scraper with Nailset	6532614 B2	Issued	2003-Mar-18
United States	Universal Capacitive Adapter for Engine Diagnostics	US7009400B1	Issued	2006-Mar-07
United States	Power Tool with Detachable Drive End	7025149B2	Issued	2006-Apr-11
United States	Alternator Testing Method and System Using Timed Application of Load	US6777941B2	Issued	2004-Aug-17
United States	Data Processing Device	USD475371S	Issued	2003-Jun-03
United States	Axial Pawl Ratchet Mechanism	7454997	Issued	2008-Nov-25
United States	Weight-Monitored Air Conditioner Charging Station	RE32451	Issued	1987-Jul-07
United States	Fixed Point Method of Video Display Scaling	5150461	Issued	1992-Sep-22
United States	Custom Vehicle Wheel Aligner	5909379	Issued	1999-Jun-01
United States	Axial Stability Inspection Device and Method		Filed	
United States	Method and Apparatus for Generating Display Waveforms in Wasted Spark Ignition Systems	5068613	Issued	1991-Nov-26
United States	Method of Identifying Flag Bits	4903219	Issued	1990-Feb-20
United States	Portable Socket Holder	5284245	Issued	1994-Feb-08
United States	Impulse Wrench with Wrap Spring Clutch Assembly	5941360	Issued	1999-Aug-24

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United States	Triangular Screwdriver Handle	D398508	Issued	1998-Sep-22
United States	Opening Spring for Pivoting Hand Tool	5619892	Issued	1997-Apr-15
United States	Semi Universal Torque Coupling	5738586	Issued	1998-Apr-14
United States	Engine Analyzer with Single-Head Ignition Scope	5778328	Issued	1998-Jul-07
United States	Engine Analyzer with Pattern Library Linked to Vehicle ID and Display Scope Configuration	5852789	Issued	1998-Dec-22
United States	Stress Reduced Pinned Anvil and Socket	5595099	Issued	1997-Jan-21
United States	Drive Shaft Lock	US6488451B1	Issued	2002-Dec-03
United States	Self-Calibrating Wheel Alignment Apparatus and Method	5531030	Issued	1996-Jul-02
United States	Improved Eight Sensor Wheel Aligner	5519488	Issued	1996-May-21
United States	Tiltable Ball-Type Driver	5408905	Issued	1995-Apr-25
United States	Tool Chest with Tool Pallet	5332305	Issued	1994-Jul-26
United States	Battery Impedance Monitor	5773978	Issued	1998-Jun-30
United States	Method and Apparatus for Calibrating Cameras Used in the Alignment of Motor Vehicle Wheels	5809658	Issued	1998-Sep-22
United States	Sheath for Handsaws	6076261	Issued	2000-Jun-20
United States	Full Width Overlay Drawer	US7552950	Issued	2009-Jun-30
United States	Hydraulic Lift	4724930	Issued	1988-Feb-16
United States	Vehicle Lift and Lock Mechanism	5322143	Issued	1994-Jun-21
United States	Reversible Ratchet Wrench	5522288	Issued	1996-Jun-04
United States	Speed Wrench	5551322	Issued	1996-Sep-03
United States	Handle for Garden Saw	DES430785	Issued	2000-Sep-12
United States	Holesaw	6120221	Issued	2000-Sep-19
United States	Pruning Saw	6125544	Issued	2000-Oct-03
United States	System for Remote Monitoring of a Vehicle and Method of Determining Vehicle Mileage, Jurisdiction Crossing and Fuel Consumption	US6714857B2	Issued	2004-Mar-30
United States	Drive Element with Drive Bore Compound Entry Surface	4993289	Issued	1991-Feb-19
United States	Fatigue Resistant Spindle End	5038869	Issued	1991-Aug-13
United States	Cover for Pneumatic Tool	4879847	Issued	1989-Nov-14
United States	One Piece, Open-End Wrenching Head with Roughened Jaw	5148726	Issued	1992-Sep-22
United States	Torque Driving Tool and Retainer for Driven Member	4970922	Issued	1990-Nov-20
United States	Cordless Impact Wrench	D335073	Issued	1993-Apr-27
United States	Composite Hand Tool	5394773	Issued	1995-Mar-07
United States	Method for ECU Programming Authorization		Filed	
United States	Vehicle Computer Diagnostic Interface Apparatus	4853850	Issued	1989-Aug-01
United States	Apparatus for Securing Vehicle	US6185982B1	Issued	2001-Feb-13

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United States	Fuse Saving Test Assembly for Fused Circuit	US7148698B2	Issued	2006-Dec-12
United States	Cordless Impact Wrench (Power Tool)	USD476544S	Issued	2003-Jul-01
United States	RX-Compound Bio Spring	6109143	Issued	
United States	Apparatus and Method for Mounting Analysis Equipment on a Vehicle		Filed	
United States	Data Processing Device	USD475370S	Issued	2003-Jun-03
United States	Ratchet Mechanism with Laminated Parts and Method of Making Same	5983757	Issued	1999-Nov-16
United States	Procedure for Transmission of Information in Aligning Equipment for Motor Vehicles, and Aligning Equipment for Carrying out the Procedure	5421095	Issued	1995-Jun-06
United States	A Balancing Method For Motorvehicle Wheels	5895849	Issued	1999-Apr-20
United States	Device for Constraining a Wheel and Type Assembly on a Platform	6065522	Issued	2000-May-23
United States	Integrated Refrigerant Identifier		Filed	
United States	Automatic Clamping Device for Wheels on a Main Shaft of a Balancing Machine	5615574	Issued	1997-Jan-04
United States	Floating Fulcrum for Torque Wrenches	4732062	Issued	1988-Mar-22
United States	Triangular Screwdriver Handle	D398507	Issued	1998-Sep-22
United States	Tire Changing and Balancing Machine	5385045	Issued	1995-Jan-31
United States	Brake Lathe with Electronic Feed Control	5347895	Issued	1994-Sep-20
United States	Computer Interface Board for Electronic Automotive Vehicle Service Equipment	5734569	Issued	1998-Mar-31
United States	Garden Saw	USD436013S	Issued	2001-Jan-09
United States	Long Term Firing and Spark Display	5680311	Issued	1997-Oct-21
United States	Adjustable Wrench with Worm Locking Mechanism	5644957	Issued	1997-Jul-08
United States	Remote Portable Display Unit with Wireless Transceiver and Engine Analyzing System Incorporating Same	6029508	Issued	2000-Feb-29
United States	Removable Core Lock with Latch Alignment and Limited Latch Rotation	5634359	Issued	1997-Jun-03
United States	Compact Folding Wrench with Improved Grip	DES419837	Issued	2000-Feb-01
United States	Cordless Impact Wrench	D404276	Issued	1999-Jan-19
United States	Liftable Head Wheel Balancer		Filed	
United States	Wheel Alignment Rim Clamp Claw	5024001	Issued	1991-Jun-18
United States	Composite Hand Tool	5448932	Issued	1995-Sep-12
United States	Torque Angle Wrench (Electronic)	5589644	Issued	1996-Dec-31
United States	Valve Assembly and Method	4903944	Issued	1990-Feb-27
United States	Method of Deriving a Primary Clock From Secondary Signals in a Distributorless Ignition System	5175501	Issued	1992-Dec-29
United States	Ratchet Tool (Manifold)	5309714	Issued	1994-May-10
United States	Rectifier Structure	4994890	Issued	1991-Feb-19
United States	Electronic Torque Wrench with Tactile Indication	4958541	Issued	1990-Sep-25
United States	Lift Safety System	US6186280B1	Issued	2001-Feb-13

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United States	Alignment System with Locking Turntables and Skid Plates	US7143519B2	Issued	2006-Dec-05
United States	Cordless Drill	USD536591S	Issued	2007-Feb-13
United States	Method and Apparatus for Determining the Position of a Wheel Mounted on a Vehicle	6414304B1	Issued	2002-Jul-02
United States	Bit with Frictional Retention in Drive Socket	5295423	Issued	1994-Mar-22
United States	Combined Handle and Head for Hammer (Encapsulated)	D350470	Issued	1994-Sep-13
United States	Sheath for a Paint Scraper	DES433564	Issued	2000-Nov-14
United States	Reversible Ratcheting Power Tool with Synchronized Motor and Ratchet Control	US6199642B1	Issued	2001-Mar-13
United States	Apparatus for Measuring Unbalance on Rotary Members	5060513	Issued	1991-Oct-29
United States	Pneumatic Tool And Air Deflector Boot Therefor	US6199383B1	Issued	2001-Mar-13
United States	Improved Computerized Automotive Service System	US6512968B1	Issued	2003-Jan-28
United States	Method and Apparatus for Detection of Missing Pulses from a Repetitive Pulse Train	5764524	Issued	1998-Jun-09
United States	Method and Apparatus for Detection and Acquisition of Automotive Fuel Injector Pulsewidth	5804970	Issued	1998-Sep-08
United States	Vehicle Ride Height Measurement Apparatus and Method	5490092	Issued	1996-Feb-06
United States	Technique for Plotting a Variable-Width Signal in a Fixed-Width Plot Area	5784284	Issued	1998-Jul-21
United States	Cordless Drill	D382457	Issued	1997-Aug-19
United States	Open-end Wrench Head	USD488363S	Issued	2004-Apr-13
United States	Method of Stopping an Electric Motor-Driven Balancing Machine Main Shaft	5909097	Issued	1999-Jun-01
United States	Opening Spring for Pivoting Hand Tool	5522289	Issued	1996-Jun-04
United States	Metal Shears with Mechanical Advantage	US6199284B1	Issued	2001-Mar-13
United States	Sheath for Secateurs	US6173875B1	Issued	2001-Jan-16
United States	Air Powered Torque Control Tool Driver with Automatic Torque Disconnect	5005682	Issued	1991-Apr-09
United States	Programmable Cable Adaptor	B15442170	Issued	1996-Nov-05
United States	Vehicle Wheel Balancing Machine	5447064	Issued	1995-Sep-05
United States	Vehicle Wheel Balancing Machine	5563342	Issued	1996-Oct-08
United States	Method and Arrangement for Clamping a Motor Vehicle Wheel on a Balancing Machine Shaft	US5948980	Issued	1999-Sep-07
United States	Drawer with Double-Tiered Sliding Tray System	5927839	Issued	1999-Jul-27
United States	Composite Ratcheting Box Wrench and Method of Making Same	5713251	Issued	1998-Feb-03
United States	Torque Angle Instrument	7565844	Issued	2009-Jul-28
United States	Method And Apparatus For Tire Pressure Determination		Filed	
United States	Tire Pressure Determination	US6343506B1	Issued	2002-Feb-05
United States	Ergonomic Handle for Rolling Manually Propelled Vehicle	5788252	Issued	1998-Aug-04
United States	Location designator for Wheel Service Machines	5109715	Issued	1992-May-05
United States	Ratcheting Screwdriver (Mini)	5535648	Issued	1996-Jul-16

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United States	Tool Box and One Piece Bottom Panel Therefor	5580137	Issued	1996-Dec-03
United States	Shock Absorbing Disconnect Latch for Drawer Slides	5542759	Issued	1996-Aug-06
United States	Procedure and Apparatus to Balance a Motor Vehicle Wheel	5587528	Issued	1996-Dec-24
United States	Bending Beam Torque Wrench	US6463811B1	Issued	2002-Oct-15
United States	Ratcheting Screwdriver Handle	DES421888	Issued	2000-Mar-28
United States	Motorcycle Lift	US6345693B1	Issued	2002-Feb-12
United States	Method and Apparatus for Detection and Acquisition of Automotive Fuel Injector Pulse Width	6018245	Issued	2000-Jan-25
United States	Compartment With Vertical Drawers and Structure For Allowing Only One Vertical Drawer To Be Outside	6113200	Issued	2000-Sep-05
United States	Computerized Automotive Service Equipment Using Multipoint Serial Link Data Transmission Protocols	US6282469B1	Issued	2001-Aug-28
United States	Measuring Device Primarily for Use with Vehicles	6115927	Issued	2000-Sep-12
United States	Eccentric Ring Ratchet Mechanism		Filed	
United States	Electronic Torque Wrench	US6981436B2	Issued	2006-Jan-03
United States	Testing and Display of Electrical System Impedance	US7215130B2	Issued	2007-May-08
United States	Distributed Expert Diagnostic Service and System	US7209860B2	Issued	2007-Apr-24
United States	Vehicle Data Stream Pause Based on Data Value	US7020546B2	Issued	2006-Mar-28
United States	Reversible Impact Mechanism With Structure Limiting Hammer Travel	6158526	Issued	2000-Dec-12
United States	Improved Biasing Structure For Ratchet Wrench Pawl	6109141	Issued	2000-Aug-29
United States	Tool with Dual-Material Handle-Divisional	US6228306B1	Issued	2001-May-08
United States	Quick Release Mechanism for Socket Drive Tool	US6199457B1	Issued	2001-Mar-13
United States	Cordless Screwdriver and Multi-Position Battery Pack Therefor	6139359	Issued	2000-Oct-31
United States	Method And Apparatus For Performing Vehicle Scrub Radius	US6532062B2	Issued	2003-Mar-11
United States	Metal Saw Device	4827619	Issued	1989-May-09
United States	Saw Blade	5603252	Issued	1997-Feb-18
United States	Tooth Structure of a Bandsaw Blade	5832803	Issued	1998-Nov-10
United States	Vertical Drawer With Catch Basin and Storage Chest Containing Same	6135584	Issued	2000-Oct-24
United States	Power Tool With Air Deflector For Venting Motor Exhaust Air	6043575	Issued	2000-Mar-28
United States	Torque Transducer	4977775	Issued	1990-Dec-18
United States	Balancing Machine Especially for Motor Vehicle Wheels		Filed	
United States	Pliers with Flush Joint Bias Spring	5904078	Issued	1999-May-18
United States	Molding and Emblem Removal Tool	5930899	Issued	1999-Aug-03
United States	Tool with Dual-Material Handle	5964009	Issued	1999-Oct-12
United States	Composite Box Wrench with Reinforcing and Retaining Structure	US6318216B1	Issued	2001-Nov-20
United States	Apparatus and Method for Tire Condition Assessment	6069966	Issued	2000-May-30

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United States	Procedure and Apparatus to Index the Unbalance Correction Position on a Balancing Machine	5847277	Issued	1998-Dec-08
United States	Compensation For Undesired Angle Deviations Arising During Vehicle Wheel Alignment Operations	5875418	Issued	1999-Feb-23
United States	Heavy Duty Auxiliary Tower For A Repair Rack	5189898	Issued	1993-Mar-02
United States	Torque Wrench Structure	5662012	Issued	1997-Sep-02
United States	Maximum Storage Tool Chest	5857757	Issued	1999-Jan-12
United States	Drive Configuration with Differential Driving Surfaces	5860339	Issued	1999-Jan-19
United States	Apparatus and Method for Sensing Unbalance Force and Location Through Frequency Modulation	5201224	Issued	1993-Apr-13
United States	Plug-In Wheel Grabber	5242202	Issued	1993-Sep-07
United States	Wheel Alignment System	5208646	Issued	1993-May-04
United States	Automotive Service Equipment Expert System	5602733	Issued	1997-Feb-11
United States	Cordless Impact Tool	USD535536S	Issued	2007-Jan-23
United States	Computer Interface Board for Electronic Automotive Vehicle Service Equipment	5999867	Issued	1999-Dec-07
United States	Ratcheting Screwdriver with Reversing Cap Having Projecting Pin	5570616	Issued	1996-Nov-15
United States	Long Reach Modified Pistol Grip Handles for Cutters and the Like	DES397603	Issued	1998-Sep-01
United States	Viewer Orientation Indicator for an Illustration	5943037	Issued	1999-Aug-24
United States	Image Aligner- Method and Apparatus for Determining the Alignment of Motor Vehicle Wheels	5724743	Issued	1998-Mar-10
United States	Multi-Modular Vehicle Repair System	5931043	Issued	1999-Aug-03
United States	Modular Electronic Device	4942356	Issued	1990-Jul-17
United States	Needle Nose Pliers	D350265	Issued	1994-Sep-06
United States	Measuring Wheel Base Parallelism with a Position Determination System	US6823246B2	Issued	2004-Nov-23
United States	Battery Testing and Classification	US6526361B1	Issued	2003-Feb-25
United States	Process and Apparatus for the Input of Parameters of a Rotary Member to be Balanced into a Balancer	5172596	Issued	1992-Dec-22
United States	Apparatus and Method for Determining Axial Stability	5969246	Issued	1999-Oct-19
United States	Wrench for Hexagonal Nuts	6098501	Issued	2000-Aug-08
United States	Wheel Balancing System with Integrated Wheel Lift, Loaded Mode Testing, and Wheel Imaging System	US6907781 B2	Issued	2005-Jun-21
United States	Process of Undermolding in Injection Molding	US6962098B2	Issued	2005-Nov-08
United States	Jacket for Air Tool	DES428787	Issued	2000-Aug-01
United States	Ergonomic Hex Cushion Grip	5819594	Issued	1998-Oct-13
United States	Device For Use In Conjunction with Straightening of Frame of Automobile	5918500	Issued	1999-Jul-06
United States	Air Ratchet Hand Tool With Thermoplastic Jacket	5992540	Issued	1999-Nov-30

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United States	Ratchet and Handle Therefore	Des423891	Issued	2000-May-02
United States	Ratchet Head Electronic Torque Wrench	6070506	Issued	2000-Jun-06
United States	Lighting the Rim Disc	5831152	Issued	1998-Nov-03
United States	Lighting the Rim Disc		Filed	
United States	Inclined Slide Assemblies for Vertical Drawers	5992956	Issued	1999-Nov-30
United States	Ratchet Wrench with Multi-Position Ratchet Head	US6405621B1	Issued	2002-Jun-18
United States	Tip Valve for Pneumatic Tool	6027099	Issued	2000-Feb-22
United States	Multi-Purpose Screwdriver	6019022	Issued	2000-Feb-01
United States	Fuse Saving Tester for Fused Circuit	RE41466E	Issued	2010-Aug-03
United States	Vehicle Alignment Condition Measurement And Display (As Amended)	5948024	Issued	1999-Sep-07
United States	Integral Reamer Apparatus with Guide Counterbores in Female Press-Fitted Parts	5720749	Issued	1998-Feb-24
United States	Engine Analyzer with Dual-Trace Scope and Selective Control of Synchronization of the Scope Traces	5742276	Issued	1998-Apr-21
United States	Tooth Arrangement in a Metal Cutting Bandsaw	6269722 B1	Issued	2001-Aug-07
United States	Tool Chest	D430426	Issued	2000-Sep-05
United States	Cam-Lobed Salvage Tool	6003411	Issued	1999-Dec-21
United States	Method and Apparatus for Checking the Chassis of a Motor Vehicle	4761991	Issued	1988-Aug-09
United States	Ratcheting Driver	4777852	Issued	1988-Oct-18
United States	Tool Box	D386903	Issued	1997-Dec-02
United States	Disposable Torque Limiting Wrench	5571014	Issued	1996-Nov-05
United States	Interactive Diagnostic System for an Automotive Vehicle, and Method	5214582	Issued	1993-May-25
United States	Integral Reamer Apparatus		Filed	
United States	Reversible Ratcheting Screwdriver with Improved Reversing Ring	5711193	Issued	1998-Jan-27
United States	Method and Apparatus for Machine Diagnosis	5730526	Issued	1998-Mar-24
United States	Tool for the Cutting or Coining of Metal	US6226874B1	Issued	2001-May-08
United States	Tooth Arrangement of Metal-Cutting Bandsaw Blade	6220140 B1	Issued	2001-Apr-24
United States	Capacitor Charging Circuit for Timing Light Power	4965494	Issued	1990-Oct-23
United States	Digital Engine Analyzer (Fill-in-the-Dots)	4800378	Issued	1989-Jan-24
United States	Digital Engine Analyzer (Peak Insertion)	4804921	Issued	1989-Feb-14
United States	Digital Engine Analyzer (Dual Memory Bank)	4980845	Issued	1990-Dec-25
United States	Digital Engine Analyzer (Split Screen Display)	4851833	Issued	1989-Jul-25
United States	Digital Engine Analyzer (Bar Graph Generation)	4849744	Issued	1989-Jul-18
United States	Wheel Balancer	US6244108B1	Issued	2001-Jun-12
United States	Wireless Communication for Diagnostic Instrument	US7225064B2	Issued	2007-May-29
United States	Multiple Drawer Cabinet Allowing One Drawer Opened at a Time	US6634726B1	Issued	2003-Oct-21
United States	Drawer Open Position Controller	US6722749B1	Issued	2004-Apr-20

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United States	Battery Side-Terminal Adapter And Kelvin Connector	US6254438B1	Issued	2001-Jul-03
United States	Computer Method of Adjusting Wheel Alignment Angles	US6327548B1	Issued	2001-Dec-04
United States	Method and apparatus for grinding teeth in a steel strip to form saws	5016497	Issued	1991-May-21
United States	Bandsaw blade and method of manufacturing same	5249485	Issued	1993-Oct-05
United States	Cutting element, cutting edge and method of making cutting edges	5427000	Issued	1995-Jun-27
United States	Chain saw guide bar with liquid spray device	5778537	Issued	1998-Jul-14
United States	Chain saw guide bar having dye-emitting nozzles	5797187	Issued	1998-Aug-25
United States	Methods and apparatus for aligning band saw blade for strip ends	5931369	Issued	1999-Aug-03
United States	Ratchet Wrench	5230262	Issued	1993-Jul-27
United States	Handle for a file having polygonal cross section	5762344	Issued	1998-Jun-09
United States	Air Auto Shut-Off	US6883617B2	Issued	2005-Apr-26
United States	Wire retainer and diagonal cutting nipper with wire retainer	4404746	Issued	1983-Sep-20
United States	Electronic Torque Wrench and Overshoot Compensation Circuit Therefor	5130700	Issued	1992-Jul-14
United States	Trigger and Clutch Arrangement for Power Tools	US6244358B1	Issued	2001-Jun-12
United States	Blue-Point 1/4" Impact Wrench	USD514413S	Issued	2006-Feb-07
United States	Pulse Dampener and Gas Analyzer Incorporating Same	6138499	Issued	2000-Oct-31
United States	Sealed Reversible Ratchet Wrench	5921158	Issued	1999-Jul-13
United States	Wheel Aligner Cordless Communications Unit	5592383	Issued	1997-Jan-07
United States	Clamping Device for Vehicle Wheel Alignment Equipment	5625953	Issued	1997-May-06
United States	Wedge Type Adjustment Tool	US6209427B1	Issued	2001-Apr-03
United States	Chain Liner	5146775	Issued	1992-Sep-15
United States	Method and Apparatus for Engine Analysis by Waveform Comparison	5978727	Issued	1999-Nov-02
United States	Collet Lock Arrangement for Power Tool	5496139	Issued	1996-Mar-05
United States	IM6100 1/2" Impact Wrench	D410830	Issued	1999-Jun-08
United States	Handle (Dual Material)	D414095	Issued	1999-Sep-21
United States	Handle For Ratchet and The Like	DES422192	Issued	2000-Apr-04
United States	Pneumatic Tool With Increased Power Capability	6062323	Issued	2000-May-16
United States	Ergonomic Palm Driver	6079298	Issued	2000-Jun-27
United States	Magnetic Bit Holder and Hand Tool Incorporating Same	RE36797	Issued	2000-Aug-01
United States	Sealed Reversible Ratchet Wrench	4934220	Issued	1990-Jun-19
United States	Interchangeable Grips for Power Tools	6082468	Issued	2000-Jul-04
United States	Composite Sockets With Dual Inserts And Annular Reinforcing Member	6029547	Issued	2000-Feb-29
United States	Medium/High Carbon Low Alloy Steel For Warm/Cold Forming	5928442	Issued	1999-Jul-27
United States	Composite Socket with Double Inserts	5970826	Issued	1999-Oct-26
United States	Torque Tool Tester Machine	5703277	Issued	1997-Dec-30
United States	Ratcheting Screwdriver with Reversing Cap Having Projecting Pin	US6370988B1	Issued	2002-Apr-16

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United States	Hammer Handle (Encapsulated)	D356481	Issued	1995-Mar-21
United States	Arcuate Tip Driver - Improved	5367926	Issued	1994-Nov-29
United States	Method and Apparatus for Determining the Alignment of Motor Vehicle Wheels	5535522	Issued	1996-Jul-16
United States	Method of Calculating Modal Mass Emissions using Engine Speed	5639957	Issued	1997-Jun-17
United States	Screwdriver Handle with Swiveling Cap	D378186	Issued	1997-Feb-25
United States	Improved Wheel Balancer Apparatus and Method	5488861	Issued	1996-Feb-06
United States	Drive Device for Chain Saw	5802946	Issued	1998-Sep-08
United States	Chain Saw Guide Bar with Replaceable Liquid-Conducting Tubes	5845402	Issued	1998-Dec-08
United States	Handle for a Handsaw	DES317395	Issued	1991-Jun-11
United States	Sawblades for a Power Saw with Reciprocating Blades	4934056	Issued	1990-Jun-19
United States	Felling Bar with Striking Lug	5092562	Issued	1992-Mar-03
United States	Saw Blade	5351592	Issued	1994-Oct-04
United States	Saw Blade	5361665	Issued	1994-Nov-08
United States	Drill Bit	5452970	Issued	1995-Sep-26
United States	Filing Gauge for Saw Chains	5241882	Issued	1993-Sep-07
United States	Mounting base for Guidebars	5396705	Issued	1995-Mar-14
United States	Method for Hardfacing of Chainsaw and Guide Bars	5448929	Issued	1995-Sep-12
United States	Chainsaw Guide Bar	5561908	Issued	1996-Oct-08
United States	Chainsaw Guide Bar	5596811	Issued	1997-Jan-28
United States	Drive Sprocket Device with Flanges	5606801	Issued	1997-Mar-04
United States	Drive Sprocket Device	5667450	Issued	1997-Sep-16
United States	Chain Saw Drive Sprocket Device	5699619	Issued	1997-Dec-23
United States	Methods of Assembling a Chain and a Rivet for use in Such Assembly	5729882	Issued	1998-Mar-24
United States	Coated Chain Saw Nose Sprocket	5865699	Issued	1999-Feb-02
United States	Chainsaw Guide Bar which Stiffens When Bent	5884406	Issued	1999-Mar-23
United States	Sprocket with Indentations Forming Hydrodynamic Bearings	5924945	Issued	1999-Jul-20
United States	Coil On Plug Signal Detection	US6396277B1	Issued	2002-May-28
United States	Compact Folding Wrench	DES359211	Issued	1995-Jun-13
United States	Sealed Reversible Ratchet Wrench	6101907	Issued	2000-Aug-15
United States	Improved Open-End, Four-Post Vehicle Lift		Filed	
United States	Easy Toe Adjustment	5832617	Issued	1998-Nov-10
United States	Safety Restraint and Barrier For Use With Tire Servicing Equipment	5971053	Issued	1999-Oct-26
United States	System and Method For Distributed Computer Automotive Service Equipment	US6405111B2	Issued	2002-Jun-11
United States	Method and Apparatus for Determining the Alignment of Motor Vehicle Wheels	5943783	Issued	1999-Aug-31
United States	Computerized Automotive Service System	US6285932B1	Issued	2001-Sep-04
United States	Ratchet and Handle Therefore	USD438438S	Issued	2001-Mar-06

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United States	Saw Blade Container	DES317985	Issued	1991-Jul-09
United States	Single-Hand Held Diagnostic Display Unit	US6693367B1	Issued	2004-Feb-17
United States	Caster Locking Mechanism and Carriage	RE34433	Issued	1990-May-08
United States	Insulating Driver With Injection Molded Shank And Fluted Working Tip	US6655240B1	Issued	2003-Dec-02
United States	Sawchain	4896575	Issued	1990-Jan-30
United States	Laminated Guidebar	4965934	Issued	1990-Oct-30
United States	Air-Motor with Offset Front and Rear Exhausts	5383771	Issued	1995-Jan-24
United States	Arcuate Tip Driver	5347893	Issued	1994-Sep-20
United States	Nitric Oxide Enhanced Response Circuit for Gas Analyzer	6082177	Issued	2000-Jul-04
United States	Method and Apparatus for Detection of Missing Pulses from a Repetitive Pulse Train	US6453250B1	Issued	2002-Sep-17
United States	Integral Reamer Apparatus with Guide Counterbores in Female Press-Fitted Parts	5720749	Issued	1998-Feb-24
United States	Magnetic Bit Holder and Hand Tool Incorporating Same	RE38778E	Issued	2005-Aug-23
United States	System for Dynamic Diagnosis of Apparatus Operating Conditions	6141608	Issued	2000-Oct-31
United States	High Strength Sealed Ratchet	6125722	Issued	2000-Oct-03
United States	Vehicle Collision Damage Display Technique	6947867	Issued	2005-Sep-20
United States	Method and Implementation for Addressing and Accessing an Expanded Read Only Memory (ROM)	US6687782B1	Issued	2004-Feb-03
United States	Coil Over Plug Adapter	USD452450S	Issued	2001-Dec-25
United States	Method and Apparatus for Determining the Alignment of Motor Vehicle Wheels	6148528	Issued	2000-Nov-21
United States	Drawer Fronts	US7540576	Issued	2009-Jun-02
United States	Cabinet Locking System and Method	US7461908B1	Issued	2008-Dec-09
United States	Reversible Ratchet with Remote Reversing Operating Mechanism	US6253647B1	Issued	2001-Jul-03
United States	Method and Apparatus of Automatically Identifying Faults in a Machine Vision Measuring System	US6323776B1	Issued	2001-Nov-27
United States	Method and Device for Determining the Amount of Undissolved Gas in a Hydraulic System	6081767	Issued	2000-Jun-27
United States	Hands Free Automotive Service System	6085428	Issued	2000-Jul-11
United States	Tool Chest	D 430426	Issued	2000-Sep-05
United States	Invisible Target Illuminators for 3D Camera Based Alignment Systems		Filed	
United States	Volumetric Operating System for Vehicle Lifts	US6811000B1	Issued	2004-Nov-02
United States	Adjustable Length Extension		Filed	
United States	Optimized Vehicle Ball Joint/U-Joint Service Set		Filed	
United States	Device for Measuring Rotor Imbalance	US6708563B2	Issued	2004-Mar-23
United States	Edge Protection Device for Hole Saw	6746187 B2	Issued	2004-Jun-08
United States	Method and Apparatus for Balancing a Motor Vehicle Wheel	US6752016B2	Issued	2004-Jun-22
United States	Retention Socket	7311022	Issued	2007-Dec-25

Country	Title	Patent #	Patent Status	Patent Issue Date
United States	Cordless Alignment System Having Conveniently Interchangeable Batteries	US6763594B2	Issued	2004-Jul-20
United States	Pliers	D486047	Issued	2004-Feb-03
United States	Pliers	D494826 S	Issued	2004-Aug-24
United States	Active Tester for Vehicle Circuit Evaluation	US7209850B2	Issued	2007-Apr-24
United States	Bead Breaking Lever		Filed	
United States	Diagnosing Malfunctioning Wheel Alignment System	7643915	Issued	2010-Jan-05
United States	Electronic Torque Wrench	USD530166S	Issued	2006-Oct-17
United States	Wheel Alignment with Surface-Oriented Runout Determination	7206716	Issued	2007-Apr-17
United States	Impact Wrench	USD507732	Issued	2005-Jul-26
United States	Process for Identifying a Specific Light Signal Used in a Linear Optical Sensor of Goniometer From Among Other Potentially Disturbing Light Signals	US6714291B2	Issued	2004-Mar-30
United States	Calibration Certification for Wheel Alignment Equipment	US7089776B2	Issued	2006-Aug-15
United States	Fuel Cell Service Method and Apparatus	US 7684880 B2	Issued	2010-Mar-23
United States	Vehicle Data Recorder Using Digital and Analog Diagnostic Data	US7340331B2	Issued	2008-Mar-04
United States	Method and System for Dynamically Adjusting Searches for Diagnostics Information		Filed	
United States	Prioritized Test Procedure and Step Display Using Statistical Feedback	US7142960B2	Issued	2006-Nov-28
United States	Dead Blow Hammer With Composite Holder	US7168338B2	Issued	2007-Jan-30
United States	Circuit Highlighting and Information System		Filed	
United States	User Adjustable Electronic Torque Wrench Design With Ergonomic Features, and Signaling Capabilities		Filed	
United States	Dynamic Information Method and System	7555376	Issued	2009-Jun-30
United States	User Interface Diagnostic Instrument		Filed	
United States	Method and System for Retrieving Diagnostic Information		Filed	
United States	System and Method for Providing Data from a Server to a Client		Filed	
United States	Vehicle Wheel Alignment System and Methodology	7703213	Issued	2010-Apr-27
United States	Ultrasonic Position Measuring System		Filed	
United States	Wireless Network and Methodology for Automotive Service Systems		Filed	
United States	Sheet of Light Imaging system	7,738,120	Issued	2010-Jun-15
United States	System and Method for Rendering a Set of Program Instructions as Executable or Non-Executable		Filed	
United States	Tyre Fitting Machine	7,784,519	Issued	2010-Aug-31
United States	Apparatus for Positioning Tyred Wheels on a Tyre Changer Machine		Filed	
United States	Device for Mounting or Dismounting a Pneumatic Tyre from the Rim of a Vehicle Wheel	7,743,812	Issued	2010-Jun-29
United States	Procedure and Apparatus to Brake the Main Shaft of a Balancing Machine	6,826,958	Issued	2004-Dec-07

Country	Title	Patent #	Patent Status	Patent Issue Date
United States	Image-Based Inventory Control System		Filed	
United States	Apparatus for Determining the Condition of a Tire Tread of a Vehicle Wheel	12 496 753	Filed	
United States	Vehicle Diagnostic Equipment Providing Hands Free Operation		Filed	
United States	Method and Apparatus for Wheel Alignment		Filed	
United States	Interchangeable Sawblade System		Filed	
United States	Tool Storage Drawer with Electrical Outlet Strip		Filed	
United States	Rim Protection System for Tire Changers	7,715,024	Issued	2010-May-11
United States	Intelligent Primary Shaft Blocking	7,377,164	Issued	2008-May-27
United States	Power Clamp Device	6,928,871	Issued	2005-Aug-16
United States	Lighting the Rim Disc	5,831,152	Issued	1998-Nov-03
United States	Network System for Automotive Shops		Filed	
United States	Tool Inventory Control System		Filed	
United States	Method for Optimizing Joint Press Set for Use with a Plurality of Ball Joints	US7610664	Issued	2009-Nov-03
United States	Improved Integrated Circuit Image Sensor for Wheel Alignment Systems	US7855783	Issued	2010-Dec-21
United States	Test Procedures Using Pictures	US7516000B2	Issued	2009-Apr-07
United States	Test Procedures Using Pictures	US7209815B2	Issued	2007-Apr-24
United States	Method and Device for Inserting a Rotor, in Particular a Motor Vehicle Wheel, Which is Rotably Mounded on an Unbalance Machine and Can Be Driven by Means of an Electric Motor	US6826958B2	Issued	2004-Dec-07
United States	Brake Lathe Suspension Arm	6679144 B2	Issued	2004-Jan-20
United States	Apparatus and Method for Measuring of Any Imbalance of a Motorcycle Wheel	US6871543B2	Issued	2005-Mar-29
United States	Self-Calibrating Position Determination System and User Interface	US7062861B2	Issued	2006-Jun-20
United States	Low Clearance Socket and Drive System		Filed	
United States	Hacksaw	D504.802S	Issued	
United States	Hand-Held Diagnostic Display Unit Including Combination Folding Stand and Hanger Assembly	US 7859853B2	Issued	2010-Dec-28
United States	Kit of Power Tools	US7609025	Issued	2009-Oct-27
United States	Vehicle or Engine Diagnostics Systems Supporting Fast Boot and Reprogramming		Filed	
United States	Vehicle or Engine Diagnostic Systems with Advanced Non-Volatile Memory	7634337	Issued	2009-Dec-15
United States	Hand Tool	US7021177B2	Issued	2006-Apr-04
United States	System, Method and Apparatus for Displaying Products to Customers		Filed	
United States	Diagnostic Tree Substitution System and Method	7551993	Issued	2009-Jun-23
United States	Superimposing Current or Previous Graphing Data for Anomaly Detection	US7254469B2	Issued	2007-Aug-07
United States	Method and Apparatus for Attaching and Detaching an Attachable Device	US6920810B1	Issued	2005-Jul-26
United States	Scribe Aligner	75555	Issued	2002-Mar-21

Country	Title	Patent #	Patent Status	Patent Issue Date
United States	Screwdrivers	D538,129	Issued	2007-Mar-13
United States	Pilfer-Proof Package	US6695143B2	Issued	2004-Feb-24
United States	Apparatus and Method to Transfer Data from a Tire Pressure Monitor Tool to a Remote Output Device Such as a Printer	7589619B2	Issued	2009-Sep-15
United States	Apparatus and Method for Managing Software Applications Using Partitioned Data Storage Devices		Filed	
United States	System and Method for Wireless Pairing via Wired Connection		Filed	
United States	Method for Optimizing Joint Press Set for Use With a Plurality of Ball Joints	US7669305	Issued	2010-Mar-02
United States	Method for Optimizing Joint Press Set for Use with a Plurality of Ball Joints		Filed	
United States	Integrated Universal Input-Output Interface Circuit		Filed	
United States	Method and Apparatus to us Remote and Local Control Modes to Acquire and Visually Present Data		Filed	
United States	System and Method for Simultaneous Display of Waveforms Generated from Input Signals Received at a Data Acquisition Device		Filed	
United States	System and Method for Rendering a Set of Program Instructions as Executable or Non-Executable		Filed	
United States	System and Method for Integrating Devices for Servicing a Device-Under-Service		Filed	

A total of **771 records** are presented in this report.

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APPENDIX E

Franchisees as of January 1, 2011

Note: In some instances franchisees sign agreements with provisions restricting their ability to speak openly about their experience with Snap-on. You may wish to speak with these franchisees, but be aware that not all franchisees will be able to communicate with you.

APPENDIX E

Report ID: LEGAL 22

Franchisees as of January 1, 2011

Name	Address	City & State	Zip	Home Phone
Auerhammer, Andrew M	118 East Highlander	Harvest	AL 35749	256-759-4049
Austin, Wesley A	7386 Hwy 278	Sulligent	AL 35586	205-698-9249
Bidney, David J	144 Ridgewood Drive	Daphne	AL 36526	251/753-4493
Brassfield, Steven L	67 Abercorn Court	Deatsville	AL 36022	334-517-4777
Creasy, Kevin M	132 Wind Stone Drive	Toney	AL 35773	205/333-0190
Cruce, Rex S	657 Wisteria Way	Gardendale	AL 35071	205-631-4081
Cunningham, James J	2796 Mountainview Dr	Gadsden	AL 35907	256/442-8445
Feazell, Bryan L	1774 Broughton	Wellington	AL 36279	256/435-1781
Fullman, Terry R	4033 Charring CrossLn	Hoover	AL 35226	205/823-3417
Green Jr, David P	3219 Lancaster Ln	Montgomery	AL 36106	334/277-9107
Green, David P	98 Abercorn Court	Deatsville	AL 36022	334/300-4521
Grimes, Robert L	3311 Meadow Lane	Mobile	AL 36618	251-272-3486
Hall, Quincy A	1151 County Road 144	Falkville	AL 35622	256/736-8622
Hamby, James W	14008 Randamere Dr	Huntsville	AL 35803	256/883-6292
Holder, Wilmer E	3331 S State Hwy 123	Newton	AL 36352	334/692-5725
Howell, Benjamin F	253 Kenyon Drive	Ohatchee	AL 36271	256-820-6819
Jones, Michael C	1572 Carter Grove	Hazel Green	AL 35750	256/828-5504
Kimsey, James M	108 Fernway	Atmore	AL 36502	334/368-2051
Locklear, Gilbert L	14467 State Hwy 181	Fairhope	AL 36532	251/990-0470
Massey, Bruce A	2255 County Rd 400	Fyffe	AL 35971	256/659-3040
Mundy, Charles G	220 Mitchell Blvd.	Gadsden	AL 35904	256-547-3314
Myhan Jr, Robert D	314 Martin Drive	Muscle Shoals	AL 35661	256/383-3199
O'Berry, Michael W	2123 Redtail Ln	Waverly	AL 36879	706-568-9033
Payne, Bart R	5526 McCaleb Drive	Dora	AL 35062	205-648-2178
Phillips, Stevie W	3701 CO RD 33	Fyffe	AL 35971	256-659-4453
Powell, Herschel L	9940 Breckenridge Dr	Mobile	AL 36608	251/634-0379
Price, Michael S	109 Brooke Dr.	Muscle Shoals	AL 35661	256/383-0988
Raley, Jason C	7436 S Park Ave	Dothan	AL 36301	334/792-7605
Rushing, Lance G	604 Oakline Drive	Hoover	AL 35226	220-597-9503
Speese, Patrick D	2121 Knollwood Place	Birmingham	AL 35242	205-981-2027
Stephenson, Randy L	409 Oneal Drive	Hoover	AL 35226	205-823-6364
Waits, James A	501 Darrell Dr	Tuscumbia	AL 35674	256/383-7988
Widner, Christopher D	92 County Rd 738	Cullman	AL 35055	256/734-8600
Williams, Gary W	903 West College St	Enterprise	AL 36330	334/347-6149
Winningham, Joseph R	317 Rogers St East	Fort Deposit	AL 36032	334/227-0797
Wood, Johnny H	14895 Hwy 411 N	Centre	AL 35960	256/475-3846
Buholm, Aksel P	5135 Rhyner Court #B	Anchorage	AK 99508	907-929-1166
Cannon, Robert G	4500 Huffman Road	Anchorage	AK 99516	907-333-5689
Dilley, Brandon A	3760 Cleo Ave.	Anchorage	AK 99516	907-244-9029
Fitzhugh, Clois D	5900 Old ValdezTrail	Salcha	AK 99714	907/488-6382
Goodwin, Milton E	4225 Marik #1	Anchorage	AK 99504	907/338-3513
Jensen, Marcus W	2028 Casey Cusack Lo	Anchorage	AK 99515	907-222-5175
Lane, Gary L	1133 Solidute Way	Fairbanks	AK 99709	907/451-4479
McCallister, Andrew S	316 E. Country RidgeDr.	Wasilla	AK 99654	907/357-5432
Virgil, Richard F	47040 Wazzu Dr.	Soldotna	AK 99669	907/262-2466

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Franchisees as of January 1, 2011

Name	Address	City & State	Zip	Home Phone
Alejandro, Robert	8749 W. Charter Oak	Peoria	AZ 85381	623/847-9273
Amos, Gary M	600 Pueblo Drive	Havasu City	AZ 86406	928-715-8665
Anderson, Sterling E	PO Box 3805	Flagstaff	AZ 86003	928/527-9347
Benza, John M	3843 E. Remington Dr	Gilbert	AZ 85297	480-279-1499
Cacioppo, Christopher T	1450 N. 66th Place	Mesa	AZ 85205	480/225-7266
Carroll, Bruce A	100 N. 15th Drive	Showlow	AZ 85901	928-532-0890
Castagna, Carlo A	7842 W Hearn Rd	Peoria	AZ 85381	623/773-9411
Chandler, Charles J	11301 North MountainBreeze Drive	Oro Valley	AZ 85737	520/742-0995
Ching, Adam K	3922 East Jasper Dri	Gilbert	AZ 85296	480-628-8135
Claybaugh, Steven N	17511 N 86th Ave.	Peoria	AZ 85382	602-622-5839
Corvi, John	12677 North 77ThDrive	Peoria	AZ 85381	623/412-3569
Creek, Charles S	5409 West Garden Dr	Glendale	AZ 85304	623-979-1442
Donathan, Norman D	33712 N 26th Ave	Phoenix	AZ 85085	623-780-3530
Eastman, Michael S	941 E BirchwoodPlace	Chandler	AZ 85249	480/961-9792
Evans, Paul D	6673 W Mare Ave	Coolidge	AZ 85128	480/981-7162
Fittro, Timmy L	8648 West Deanna Dri	Peoria	AZ 85382	623-362-1029
Fry, Charles W	2220 Willow Breeze Street	Chino Valley	AZ 86323	928/273-4406
Gabel, Robert D	1133 N. Quail Ave	Mesa	AZ 85205	480/363-8167
Gano, Erick P	9213 West Avenida De	Peoria	AZ 85383	480-272-4338
Gibbons, Collin H	6548 E. Bambi Drive	Mesa	AZ 85215	480-807-2752
Haas III, Fred C	3512 Buckboard Drive	Lake Havasu City	AZ 86404	928/855-6387
Hannar, Steve F	8218 West Patrick Ln	Peoria	AZ 85383	623-566-4834
Harper, Greg L	1212 East Louis Way	Tempe	AZ 85284	480/838-9321
Higgins, Brian A	3517 East Elgin Stre	Gilbert	AZ 85295	480-361-6330
Hillock, Thomas J	4203 N PinnacleRidge	Mesa	AZ 85207	480/892-5306
Hoxie, Steven J	14206 W Calavar Road	Surprise	AZ 85379	602-324-7195
Kirk, Randal L	3784 E Via Del Ranch	Gilbert	AZ 85298	480-559-1552
Klein, Joseph E	4405 N. Baker Drive	Kingman	AZ 86401	928/412-8665
Malone, Darrell J	815 W. Highland	CHandler	AZ 85283	480/634-1390
McKinney, Troy K	20488 E Appaloosa Dr	Queen Creek	AZ 85142	480-857-1492
McMillan, Thomas J	5138 Via de Lomas	Sierra Vista	AZ 85635	520/266-3818
Naaktgeboren, Vance D	1917 W. University Heights Dr. South	Flagstaff	AZ 86001	928/779-5470
Nickels, Brian L	9541 West Bent Tree	Peoria	AZ 85383	623/376-0243
Outcalt, Vince P	11728 North 93rdPlace	Scottsdale	AZ 85260	480/451-1496
Parker, Barton T	4501 E. 24th St.	Tucson	AZ 85711	520-747-2171
Peck, Brian A	10609 N Decker Drive	Tucson	AZ 85742	520-744-2062
Potts, Anthony G	4825 W Candleberry W	Tucson	AZ 85742	520/575/5906
Rios, Joe D	7152 W. Roanoke Ave	Phoenix	AZ 85035	623-328-7019
Ross, Gale Dean	5317 East Hillary Dr	Scottsdale	AZ 85254	602/996-7271
Rudolph, Bill J	12721 North 85th Ave	Peoria	AZ 85381	623/878-5016
Shawley, Steve A	20834 West Prospecto	Buckeye	AZ 85396	928-645-2336
Stanley, Scott A	5575 Lebanon Loop Rd	Safford	AZ 85546	928-428-7350
Stidham, Bobby C	7733 Cinnabar Ave	Peoria	AZ 85345	623/773-1943
Swanberg Jr, Curtis M	12532 E KitCarson Place	Tucson	AZ 85749	520-749-5743
Swanson, Christopher J	2570 W Lazybrook Dri	Tucson	AZ 85741	520-548-2325
Tauber, Mitchell L	30506 N 63RD ST	Cave Creek	AZ 85331	480/575-1331
Thompson, Matthew S	2711 W Briarwood Ter	Phoenix	AZ 85045	480-994-7301
Tschirhart, Michael P	8257 S Via Del Barqu	Tucson	AZ 85747	520-574-2850
Vasquez II, Robert F	P.O. Box 8841	Fort Mohave	AZ 86427	928/763-6530
Ward, Richard D	22018 West BeaconLane	Whittman	AZ 85361	623/388-2294
Warren, Dale R	1262 East Cassia Lan	Gilbert	AZ 85298	480-652-4960
Youngker, Jeffrey R	7249 North Citrus Ro	Waddell	AZ 85355	602-919-0389

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Franchisees as of January 1, 2011

Name	Address	City & State	Zip	Home Phone
Aleshire, Charles C	18372 Pepper Hill Dr	Siloam Springs	AR 72761	479-599-8103
Barham, Benjamin R	2004 North Hills Blv	Van Buren	AR 72956	479-970-7354
Brasfield, Bobby J	2906 RidgemontRd	Jonesboro	AR 72401	870/935-6851
Brixey, Randy	2432 W 4th Street	Russellville	AR 72801	479/857-1312
Clem, Ronnie	76 Rocky Gap	Mayflower	AR 72106	501/470-1971
Cochran, Gary C	Po Box 1240	Greenwood	AR 72936	479-996-4807
Cooper, Jerry B	233 Blair Drive	Marion	AR 72364	870-559-2169
Cothren, Walton V	P.O. Box 1179	Tontitown	AR 72770	501-825-7991
Endacott, William T	217 Madison 1539	Huntsville	AR 72740	479-559-2651
Gerrald, Michael A	945 Stafford Rd	Wilmar	AR 71675	870/469-5799
Hamilton, Donald G	2514 E. Frontier Elm	Fayetteville	AR 72703	479/582-9330
Johnson, Shawn L	107 Elliott Road	Greenbrier	AR 72058	501-679-4488
Kosteletzky, Randle L	1399 Harmon Rd Wc31	Fayetteville	AR 72704	479/361-2206
Lawson, Eugene R	2935 Polk 54	Mena	AR 71953	479-394-7043
McCaslin, Mitchell Orval	280 White SulpherRoad	Hot Springs	AR 71901	501/321-2256
McNay, Michael J	2105 S. Main St. #B	Stuttgart	AR 72160	870/673-3003
Norris, Mark A	142 Panther Trail	Searcy	AR 72143	501/278-2333
Phelps, Richard Lon	10020 Hwy 270	Malvern	AR 72104	501/337-4249
Pledger, Steve V	8 Ocoee Cove	Harrison	AR 72601	870/741-2456
Powell, Steven Ray	373 Henrietta	Cabot	AR 72023	479/941-1973
Reynolds, Jerry Donald	3733 Wildcat CreekBlvd	Fayetteville	AR 72704	479/361-9757
Richardson, James B	PO Box 7	Locust Grove	AR 72550	870-613-3701
Seabaugh, Stephen C	PO Box 367	Wynne	AR 72396	870/442-9998
Shaw, Dick L	412 Akel Rd	Cabot	AR 72023	501/988-4716
Strange, Robert G	712 Baylor Dr	West Memphis	AR 72301	870/732-2839
Tate, Larry J	1174 SycamoreSprings Road	Mountain Home	AR 72653	870/424-4693
Tyler, Garry E	3162 West County Rd	Dyess	AR 72330	870-764-2293
Underwood, Michael R	4408 Webb Way	Fort Smith	AR 72916	479/648-0495
Acampora, Perry J	5110 Espinoza Rd	El Cajon	CA 92021	619/562-0334
Agnew, Philip B	6733 Olive Point Way	Roseville	CA 95678	916-781-6075
Andrusiak, John M	719 Cutting Way	Sacramento	CA 95831	916-421-6313
Ansiel, Gary T	2447 E Hoyt Road	Hoitville	CA 92250	760/356-1712
Arteaga, Andres	632 Serrano Ln	Chula Vista	CA 91910	619/710-5822
Baggarley, Clint D	318 Olivina Avenue	Livermore	CA 94551	925-373-7058
Baisa, Alexander A	5819 Latina Drive	Bakersfield	CA 93308	661-243-7833
Baker, Shane M	2505 Center Road	Novato	CA 94947	415/892-8940
Baldwin, Henry W	27143 Echo Canyon Co	Corona	CA 92883	951-674-1821
Balkowitsch, John R	770 El Margarita Rd	Yuba City	CA 95993	530/671-4700
Baptista, Arnold Frank	3710 Duffey Way	Bonita	CA 91902	619-434-4456
Barberena, Erwin A	2937 1/2 Raymond Ave	Los Angeles	CA 90007	323-733-6331
Bartz, James F	390 D St	Ramona	CA 92065	760-789-2285
Bartz, Jason Skip	1538 N. 3rd Ave.	Upland	CA 91786	909-920-9120
Bath, Ronald E	1312 Mildred Ct	Windsor	CA 95492	707/838-9567
Beaver, Thomas	5477 Eastwood	Alta Loma	CA 91737	626/675-3519
Beck, Ernest K	23015 Currier Drive	Tracy	CA 95304	209-835-8804
Benassi, LeeAnn	570 Tuscany Place	Hollister	CA 95023	408-272-7164
Bettencourt, Shamus	1600 N Douty St	Hanford	CA 93230	209/582-8138
Bogosian, Hovanes	9120 Valley View	Whittier	CA 90603	562-698-8451
Bogosian, Walter M	13423 Hadley Street	Whittier	CA 90601	562/693-5889
Bolves, Bradley	8131 Wynne Ave	Reseda	CA 91335	818/342-1147

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Franchisees as of January 1, 2011

Name	Address	City & State	Zip	Home Phone
Borgett, Joshua R	405 Clowe Court	Lodi	CA 95242	209-368-4460
Bouma, Corey D	16201 Alpine Place	LaMirada	CA 90638	562-943-8801
Bozzo, Stephen P	12679 Anvil Rd.	Grass Valley	CA 95945	916/477-8665
Brackmann, Arvin A	3537 Chablis Circle	San Jose	CA 95132	408/259-4775
Braley, Terry K	5966 Kirkwood Ave	Alta Loma	CA 91701	909-980-4727
Bright, Craig	24595 Overlake Drive	Lake Forest	CA 92630	949/586-6404
Brown, Andrew H	26013 Moreno Drive	Valencia	CA 91355	661-254-5936
Brun, Karl R	13892 Alder Creek Rd	Truckee	CA 96161	530/587-8284
Bruneau, David Douglas	10102 Mallow Drive	Moreno Valley	CA 92557	951/453-6598
Bryan, Robert L	2141 Feliz Drive	Novato	CA 94945	415/892-8747
Bucaro, James Lawrence	1402 Miss Elle Way	Alpine	CA 91901	619/659-9386
Bullis, Kevin W	5947 Cypress Point D	Livermore	CA 94551	925-245-0566
Burgasser, Christopher A	6457 N EI Capitan	Fresno	CA 93722	559-916-4477
Burke, David L	102 Mylnar Avenue	Manteca	CA 95336	209-239-6081
Burleson, Gary Eugene	309 Camino De Las Co	Redondo Beach	CA 90277	310-628-3078
Butler, Jerry T	3385 Oakwood Dr.	Redding	CA 96001	530/241-6192
Caggiano, Gino D	3814 N. Fulgham Ct.	Visalia	CA 93291	559-732-2140
Caldwell, Brandon	4518 S Dans St	Visalia	CA 93277	559/625-9263
Call, Richard S	27729 Stowe Lane	Castaic	CA 91384	805-257-8980
Carvajal Jr, Steve F	6490 Aspenwood Way	Livermore	CA 94551	925/373-6862
Casassa, Rick A	1112 Cayetano Dr	Napa	CA 94558	707/257-8823
Castro, Michael B	103 Quail Ct	Hercules	CA 94547	415-799-5855
Cervelli, Gerald D	500 Zita Court	Danville	CA 94526	925-820-0891
Champlin, Steven L	4217 Adidas Avenue	Bakersfield	CA 93313	661-833-0763
Chan, Elson P	1920 Johnson Drive	Concord	CA 94520	408-375-2977
Chavarin, Phillip	23664 Gymkhana Rd	Ramona	CA 92065	760/788-0229
Chrisman, David M	530 Grey Ghost Ct	Morgan Hill	CA 95037	408/778-3175
Chuck, Paul A	1807 California St.	Berkeley	CA 94703	510-649-9692
Chung, Paul V	116 S Bright View Dr	Covina	CA 91723	626-339-0520
Cimmet, David E	1830 Indiana Street	Gridley	CA 95948	530-846-1187
Clark, Daniel G	23630 Isla Del Rey	Ramona	CA 92065	760-644-7221
Clauzel, John S	920 Innisfree Court	Vallejo	CA 94591	707/552-7908
Clesi, David E	PO Box 2329	Woodland	CA 95776	916/921-6689
Cleveland, Cecil S	9793 Dunbar Lane	El Cajon	CA 92021	619-443-8387
Codekas, Ernest J	630 Briarwood	Brea	CA 92821	714/256-2780
Codekas, Nick J	630 Briarwood Drive	Brea	CA 92821	714-256-2780
Collett, Robert	13829 Sagewood Dr.	Poway	CA 92064	858-451-3472
Collier, Johnny L	1826 Santa Rena	Rancho Palos Verd	CA 90275	310/832-7780
Colvin, Matthew W	108 South Pacific St	Oceanside	CA 92054	760/722-9401
Contino, Thomas	11590 Peach	Hesperia	CA 92345	760/956-1505
Cook, Bret T	20705 Victor Street	Torrance	CA 90503	310/370-5365
Cook, Michael C	26721 Sinforosa Dr	Mission Viejo	CA 92691	949/916-6086
Cooper, Gregory	8159 Strub Ave	Whittier	CA 90602	562/696-0146
Costello, Richard A	3191 Bertana Ct	Rescue	CA 95672	530-677-8047
Courtney, Michael R	1621 Monterey Way	San Jacinto	CA 92583	951-634-5243
Coute, John	108 N Waterman Avenu	San Bernardino	CA 92408	951-862-1937
Crouch, Cleason L	4933 Charlotte Way	Livermore	CA 94550	925-455-4745
Cruts, Duane L	3202 Catawba Dr	Cameron Park	CA 95682	530-676-1144
Curtis, Norman G	7101 Uplandsof the Kern Dr	Bakersfield	CA 93308	661/387-0124
Curtis, Robert L	1701 Hampshire Ct	San Dimas	CA 91773	626/339-7156
D'Onofrio, Michael Joseph	109 Sheldon Street	El Segundo	CA 90245	310/325-6550
Damoiseaux, Christopher	1659 8th St	Manhattan Beach	CA 90266	310-379-4705

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Franchisees as of January 1, 2011

Name	Address	City & State	Zip	Home Phone
Davalos,Victor T	2442 Channel Drive	Riverbank	CA 95367	209-863-9671
Decino,William	6156 Stresemann St	San Diego	CA 92122	858-535-9569
Denton,Greg E	1939 Dean Road	Paradise	CA 95969	530-872-4506
Dewhirst,Kenneth S	22616 E. KentfieldSt.	Grand Terrace	CA 92313	909-824-3095
DiLaura,Jason D	330 Union Heights	Hollister	CA 95023	831-635-9380
Diaz,Joe R	1805 Paseo Azul	Rowland Heights	CA 91748	626/965-3185
Dorado Jr,Rafael	130 Arana Drive	Martinez	CA 94553	510/458-2071
Drummer,Douglas Albert	249 Westridge Drive	Santa Clara	CA 95050	408/996-9396
Dryden,Richard J	7161 Worthington Dri	Eureka	CA 95503	707-444-2985
Duncan,David J	3144 N G St.Suite 125-317	Merced	CA 95340	209/723-7829
Dunlap,Steve R	5746 No Pleasant	Fresno	CA 93711	559/439-0126
Endler,Mark N	1161 Oak Glen Road	Santa Ynez Valley	CA 93460	805-688-2310
English,Jonathan T	3842 FourteenMile Drive	Stockton	CA 95219	209/951-1020
Erny,Roy C	161 Canon Drive	Orinda	CA 94563	925-254-6788
Evans,Robin R	1301 Randy Ave	Modesto	CA 95355	209/576-2966
Fairman,Jonathon R	537 Bishop Ave	Hayward	CA 94544	510-397-0316
Farrokh-Siar,Stephen J	15416 Patronella Ave	Gardena	CA 90249	310/325-5627
Fedderson,Don	21651 Humming Bird ST	Trabuco Canyon	CA 92679	949/888-0838
Ferland,Steven M	9911 Via Mavis	Santee	CA 92071	619-596-2598
Fernandez,Demarco G	16638 La Canada Road	Madera	CA 93636	559-645-1112
Feuerbach,Richard A	6130 Oak St	Anderson	CA 96007	530-357-3808
Foley,Paul	13629 Rachel Road	Yucaipa	CA 92399	909-795-8709
Fontana,Richard L	3905 Brando Dr	Ceres	CA 95307	209-537-6663
Fosdick,Matthew T	10158 Kings Court	Riverside	CA 92509	951/360-1423
Fowler,William R	23821 Pesaro	Laguna Hills	CA 92653	949/837-4552
Francis,Mason	2839 Adams St.	La Treseenta	CA 91214	818-951-8059
Fulde,David A **	43 Lind Avenue	Clovis	CA 93612	559-240-4774
Garcia,Enrique	2732 East Cameron Av	West Covina	CA 91791	626-960-0612
Garcia,Frank	31334 Tobiah Place	Castaic	CA 91384	661-775-8665
Garcia,Robert	9024 Odessa Avenue	Norh Hills	CA 91343	818-830-3052
Gebhart,Larry	220 El Vado	Diamond Bar	CA 91765	914-954-3897
Gibson,Brandon J	10250 Timberlane Way	Santee	CA 92071	619/334-8354
Gibson,James B	10337 Mt View Lane	Lakeside	CA 92040	619/258-9795
Gobble Jr,James L	4231 N Cedarpine Ln	Moorpark	CA 93021	805/532-9981
Gomez,Carlos E	1618 E Franzen Ave	Santa Ana	CA 92705	714-290-6494
Gomez,Jesse P	1411 O'Malley Lane	La Habra	CA 90631	714-553-7464
Gomez,Victor H	2918 S. Rita Way	Santa Ana	CA 92704	714-662-1457
Gong,Craig	6505 E. Huntsman Ave	Selma	CA 93662	559/834-2521
Gonsalves,Fernando F	1757 Monroe Street	Santa Clara	CA 95050	408/234-2401
Gonzalez,Tom A	13405 S Dewolf	Selma	CA 93662	805/658-2121
Goorsky,Jeff A	42592 Mayberry Ave	Hemet	CA 92544	951-927-5597
Goshay,Richard E	230 Colt	Nipomo	CA 93444	805/929-2485
Green,William B	15212 Ardath Avenue	Gardena	CA 90249	310-538-4407
Guagenti,Gary Anthony	4815 Moresbey Street	Torrance	CA 90505	310/373-9900
Guagenti,Salvatore P	2131 W 230Th Place	Torrance	CA 90501	310-539-4549
Guilbault,James M	5366 Donlyn Pl	Antelope	CA 95843	916-727-3216
Halbasch,Philip J	2712 E Grove Ave	Orange	CA 92867	714-921-4704
Hanger,Robert E **	8151 Padova Court	Sacramento	CA 95829	916-682-4567
Harpine,Steven W	5903 N. Krotik Court	Atwater	CA 95301	209-358-0284
Harris,Kenneth G	920 Summerhill Circl	Gilroy	CA 95020	408/848-6455
Harris,Nolan R	784 Valley View Driv	Oakdale	CA 95361	209-845-1017
Harris,Robert D	5557 Morningside Dr	San Jose	CA 95138	408/270-7494

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Franchisees as of January 1, 2011

Name	Address	City & State	Zip	Home Phone
Hegna, Cary K	5690 Macargo St	Granite Bay	CA 95746	916/791-8568
Heisler, Doug	9280 Muller St	Downey	CA 90241	562-862-4485
Heldt, Joel D	2818 Yulupa Avenue	Santa Rosa	CA 95405	707-293-4143
Helton, David L	739 Glover Avenue	Chula Vista	CA 91910	619-585-7799
Henderson, Michael	13755 Acorn Circle	Valley Center	CA 92082	760/781-1277
Hendricks, Thomas	720 Bluegrass St	Simi Valley	CA 93065	805-432-2224
Hernandez, Robert	1839 North Ave 55	Los Angeles	CA 90042	323/344-9501
Hertzmann, Steven C	26635 Hawkhurst Dr	Rancho Palos Verde	CA 90275	213-325-3932
Hesse, William	19596 Elm Ridge Ln	Huntington Beach	CA 92648	714/969-7415
Hildebrand, Kirk W	297 W Harold Griswol	Hanford	CA 93230	559/707-8799
Hill, Ronald E	1551 Gascony Road	Encinitas	CA 92024	619-980-8525
Hoff, Robert G	2041 Serrene Drive	Hollister	CA 95023	831/636-9815
Holm, Brett T	13315 Morgan Territo	Livermore	CA 94551	510-886-2607
Hom, Richard M	497 E. California Bl#321	Pasadena	CA 91106	626-712-6463
Hopkins, Curtis W	1408 Oakridge Court	Modesto	CA 95351	209/531-0435
Howlett, Trevor J	41227 45th ST West	Quartz Hill	CA 93536	661-943-5478
Huffman, Robert	15902 HummingbirdLane	Huntington Beach	CA 92649	714/891-9965
Huit, Wayne R	3413 Mesa Verde Circ	Stockton	CA 95209	209-475-1620
Ignacio, Bobby J	5143 Via Madrid	Oceanside	CA 92057	760-721-5349
Ineich, Steven C	1114 Alomar Way	Belmont	CA 94002	415/595-5390
Jacobson, Paul S	340 Spyglass Way	Aptos	CA 95003	831/688-0520
Jacobus, Robert	19290 Desiree Court	Cottonwood	CA 96022	530/347-1176
Jay, Ronald E	5116 Faust St	Lakewood	CA 90713	562-867-3883
Jeldum, Daniel J	30709 Tarapaca Rd	Rancho Palos Verd	CA 90275	310/833-8545
Jeralds, Robert A	13330 Eagle Canyon	Chino Hills	CA 91709	909-590-7007
Jeske, Andrew A	2131 E Stearns Ave	La Habra	CA 90631	562-266-1830
Johnson, Charlie	42215 Stetson Ave.	Hemet	CA 92544	951-927-3754
Johnson, Craig V	44895 Marge Place	Temecula	CA 92592	951-302-6144
Johnson, Philip J	1418 Stockton St	Santa Maria	CA 93455	805-720-4721
Johnson, Wesley Scott	26160 AvenidaHortensia	Hemet	CA 92544	951/927-7527
Jones, Robert L	14507 Nelson Way	San Jose	CA 95124	408/879-9787
Junk, William R	9657 Red Pony Lane	El Cajon	CA 92021	619/390-9337
Kalton, Randall	981 Donald Way	Santa Maria	CA 93455	805/937-0017
Kappen, David R	3143 Cherrywood Dr.	Thousand Oaks	CA 91360	805/492-4237
Kavalle, Don Gerard	9117 Sharp Dr	Alta Loma	CA 91701	909/944-5458
Keener, Paul C	313 Glenwood Drive	Ventura	CA 93003	805/642-1690
Keith, David G	11 Pacifico	Laguna Niguel	CA 92677	949/240-9958
Kerr, Barney James	60 Old Chico Way	Chico	CA 95928	530/345-2300
Kiernan, Michael E	160 W. Foothill Pkwy105-97	Corona	CA 92882	951-232-4579
Klein, Howard Lee	4287 Hitch Blvd	Moorpark	CA 93021	805/529-6887
Krissman, Michael A	5410 Sunvalley Ct	Agoura Hills	CA 91301	626-398-5518
Lanoye, Joshua	17805 Glenburn Ave	Torrance	CA 90504	310-516-7475
Layman, Alexander R	4377 Lerida Dr	San Diego	CA 92115	619-520-6864
Leiterman, Anthony	81339 Avenida Rosada	Indio	CA 92201	626-967-5027
Lewis Jr, Robert J	44 Sorrel Court	Oakley	CA 94561	925/240-9952
Lewis, Dan W	1481 N Meads Ave	Orange	CA 92869	714-744-1515
Lewis, Jacob S	34145 Pacific Coast	Dana Point	CA 92629	949/582-5039
Lindsay, John D	1969 N Clifford St	Rialto	CA 92376	714/875-1179
Litke, Dale G	11518 Cotner Avenue	Bakersfield	CA 93312	661-589-5593
Loera, Juan J	8404 Harrison Street	Paramount	CA 90723	562-308-0637
Loera, Luis M	18574 Lemarsh St.	Northridge	CA 91324	562-630-0194
Loufek, Lee Roy	39330 CherryTree Road	Cherry Valley	CA 92223	909/845-4656

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Name	Address	City & State	Zip	Home Phone
Louthan,Noel R	10 Linda Ct.	Pleasant Hill	CA 94523	925-932-4383
MacDonald,Robert S	6187 Deep Creek Rd.	Hesperia	CA 92308	760-240-7636
Machado, Frank A	16750 Monreal Rd.	Madera	CA 93636	559-673-6092
Machado, Paul R	12307 Roselawn Ave	Turlock	CA 95380	209/634-1023
Macomber, Phil D	P. O. Box 1210	Valley Center	CA 92082	619/432-0297
Maderis, Robert John	1025 Mazzone Drive	San Jose	CA 95120	408/268-0126
Marada, John D	25302 Misty Ridge	Mission Viejo	CA 92692	949/462-3747
Marden, Clifford L	3269 Macadam Ct.	Napa	CA 94558	530/879-9131
Marlow, Michael J	207 West Ash Street	Burbank	CA 91502	818/843-3771
Marron, John N	2822 Via Blanco	San Clemente	CA 92673	949-366-0303
Martinez, Richard G	6630 Stevren Way	San Bernardino	CA 92407	909/887-4955
May, Larry Alan	908 Densmore Way	Folsom	CA 95630	916/984-7521
McCallister, Timothy Joseph	2125 Curtis Street	Penngrove	CA 94951	707/792-7667
McCarty, Michael J	1243 N Euclid Street	La Habra	CA 90631	323/833-8211
McKeown, Robert J	27641 Sedona Way	Castaic	CA 91384	661-257-2372
McKittrick, Robert M	P.O. Box 20575	El Cajon	CA 92021	619-440-2273
McMullen, Jonathan C	3830 Mt. Aladin Ave.	San Diego	CA 92111	619/279-7939
McNulty, John E	4319 Null Drive	Antioch	CA 94509	925/754-8571
Meunier, Michael P	501 Brandywine Drive	Lodi	CA 95240	209-456-7113
Miller, Albert M **	6060 E. Wentworth St	Long Beach	CA 90815	562-496-1234
Miller, Karl E	P.O. Box 630236	Simi Valley	CA 93063	805-583-4535
Miller, Rodney J	671 Kelcie Drive	Ripon	CA 95366	209-599-6618
Miramontes, Jose A	1515 West Kendall Drive	San Bernadino	CA 92407	909-880-6206
Miranda, Craig	750 Coronado Blvd.	Sacramento	CA 95864	916-283-4041
Mizer, Daniel E **	121 Browning Way	Vallejo	CA 94590	707-643-2070
Molander, Michael H	14795 Deerwood St.	Poway	CA 92064	619-748-8665
Moldenhauer, Eric Jerome	2385 Farrington Dr	El Cajon	CA 92020	619/562-9753
Montez, Hector H	2268 Elkhorn Court	San Jose	CA 95125	408/978-7265
Montooth, Justin W	743 Kristen Street	Farmersville	CA 93223	559-280-1182
Morales, Javier A	1026 St. Andrews Str	Ontario	CA 91761	909-522-1594
Moreira, Carlos	3469 Lucero Avenue	LaVerne	CA 91750	909/593-7784
Munoz, Manuel	1611 Arenas Lane	San Jacinto	CA 92583	951-665-3811
Munoz, Omar	2410 Maverick Circle	Corona	CA 92881	951-340-1704
Murray, Richard C	7510 Zemco Drive	Lemon Grove	CA 91945	717-649-6149
Musilek, Greg S	16795 China Gulch Dr	Anderson	CA 96007	530-223-6861
Nakamura, Val H	1721 Monte Vista Dr	Vista	CA 92084	760/726-7396
Nay, Michial H	5404 Ridgeview	Alta Loma	CA 91737	909/989-2762
Nevills, Bill	531 Gregory Drive	Yuba City	CA 95993	530/671-1404
Nickols, Marshall E	8014 Lena Ave	West Hills	CA 91304	818-429-6415
Nixon, Ryan E	27690 N Sunny Creek	Valencia	CA 91354	661-259-9333
Norman, Kenneth Sean	5370 Mojave Way	Antioch	CA 94531	925/779-9909
Norris, John Henry	136 N. Gwen Drive	Ridgecrest	CA 93555	760/375-0314
O'Connell, Thomas M	3331 Appian Rd	Carlsbad	CA 92018	619/730-0326
O'Dell, Kevin W	5104 Senasac Ave	Lakewood	CA 90713	562-925-2991
O'Mara, David M	6097 Hedgecrest Circle	San Ramon	CA 94582	925/735-3003
O'Rourke, Kevin M	3900 Curry Ct	Bakersfield	CA 93309	661-834-0991
Ohara, Yoshifumi F	23036 Benner Court	Torrance	CA 90505	310/534-3288
Olson, John M	2444 Heatherlark Circle	Pleasanton	CA 94566	925/461-9873
Orr, Robert Bridges	1620 Donelson Place	Templeton	CA 93465	805-434-2663
Ozawa, Byron	1560 Kane Avenue	Simi Valley	CA 93065	805-584-0100
Palmer, Scott W	15028 Lodosa	Whittier	CA 90602	562/789-9138
Papish, Scott M	1549 Bravo Court	Hughson	CA 95326	209-883-0192

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Name	Address	City & State	Zip	Home Phone
Peeke, Gerald S	4230 Dauntless Drive	Rancho Palos VerdeCA	90275	310/544-1314
Peneku, Leland	3635 Contour Place	Carlsbad	CA 92010	760/434-3837
Pepin, Jeffrey B	1463 Fallbrook Avenue	Clovis	CA 93611	559-322-0179
Petersen, Christopher C	2701 Jacaranda Avenue	Carlsbad	CA 92009	858-750-9841
Piazza, Ronald A	830 Seabury Drive	San Jose	CA 95136	408/978-0982
Pierce, Donald Warren	4201 Cuneo Drive	Concord	CA 94518	925/674-9646
Pinkus, Donald R	6855 Aberdeen Ct	Rancho Cucamonga	CA 92394	909/463-0215
Porretta, Paul John	17480 High Country C	Perris	CA 92570	951-940-1852
Porter, Jerry R	31086 San Bonito	Hayward	CA 94544	510-770-4856
Potier, Richard G	5250 Cadiz Ct	Santa Barbara	CA 93111	805/967-8090
Pullin, Jimmy C	4435 Tolenas Rd	Fairfield	CA 94533	707/422-8902
Rauch, Mark J	11 North Pinewood St	Agoura	CA 91301	805/706-9505
Reich, Leo	22024 Ybarra Rd	Woodland Hills	CA 91364	818/348-5890
Richardson, Ralph E	2428 Michigan Dr	Claremont	CA 91711	909-621-1931
Riddell, Randy D	2501 Mabry Dr.	Sacramento	CA 95835	916-285-7813
Romer, David A	2502 Goodwin Ave	Redwood City	CA 94061	650-701-1215
Romer, Larry M	1218 Annanapolis Dr	San Mateo	CA 94403	650/571-7838
Rosenberg, David H	707 Marshall Place	Long Beach	CA 90807	562/424-3579
Rothhammer, Robert R	175 Barrett Drive	La Selva	CA 95076	831/689-9978
Ruiz, John	527 N. Azusa Ave. #3	Covina	CA 91722	626/859-0344
Russell, Jeff D	5757 N Wheeler Ave	Fresno	CA 93722	559/271-2274
Samuelson, Jon H	6 Paradise Cove	Laguna Niguel	CA 92677	949-388-2456
Sanchez, Carlos M	609Knob Hill	Redondo	CA 90277	310/543-9639
Sanchez, Jorge M	2502 W. 230th St	Torrance	CA 90503	310-937-1834
Sandoval, Daniel O	12918 Arapaho Road	Etiwanda	CA 91739	909/350-6178
Santana, Enrique H	493 Tower Hill Avenue	San Jose	CA 95136	408/679-0604
Santoro, Steven P	4316 Rose Lane	Concord	CA 94518	925-676-2922
Schings, Rudy H	9639 Andora Avenue	Chatsworth	CA 91311	818-998-0300
Schluchter, Chad	2068 W 238th St	Torrance	CA 90501	310/325-2876
Schnaars, Fred W	PO Box 1164	West Sacramento	CA 95691	916/718-7640
Schroeder, James C	2468 W 236th Place	Torrance	CA 90501	310-539-2768
Schuyler, Irene M	17692 Sonoma Way	Yorba Linda	CA 92886	714/528-6143
Schwarz, Erwin M	2214 Canalda Drive	La Canada	CA 91011	818/248-4512
Self, Susie	530 Natalino Crt	Santa Rosa	CA 95401	707/545-0224
Serrano, Luis A	1107 Waltham Road	Simi Valley	CA 93065	805-584-1015
Shear, Michael J	8640 Covina St.	San Diego	CA 92126	714/999-1754
Shonkwiler, Joseph S	1445 W Spruce Ct	Ontario	CA 91762	909/391-6093
Skow, Jason G	2181 Beachwood Ct	Hollister	CA 95023	831-673-2546
Sloustcher, Eitan	808 Holly Rd	Belmont	CA 94002	415/595-4201
Smith, Rodney A	2714 West Avenue M-4	Palmdale	CA 93551	661/943-0276
Smith, Timothy Mills	2768 Branch Mill Rd	Arroyo Grande	CA 93420	805/481-5590
Spoelstra, Dave	20506 Sandpiper Lane	Huntington Beach	CA 92646	520/229-3613
Spoelstra, Kyle S	1798 Pomona AveUnit D	Costa Mesa	CA 92627	760-497-4463
Steed, Michael P	23700 N. Bryant Rd.	Acampo	CA 95220	209/333-2794
Stephan, Robert L	69 1/2 Terrace View	Scottsvalley	CA 95066	831-479-8537
Stephan, Tim	10346 Greystone Ave	Escondido	CA 92026	760/746-5965
Stone, John C	112 Flat Rock Drive	Folsom	CA 95630	916-983-0222
Sweida, Thomas	35 Headland Dr	Rolling Hills	CA 90275	310/831-3413
Syrko, Michael J	7638 Vista Rio	Highland	CA 92346	909-792-5446
Takahashi, Kenneth S	4110 W. 183rd St.	Torrance	CA 90504	310/691-6342
Tanquary, John D	8647 Chili Hill Road	New Castle	CA 95658	530/268-2444
Taylor, Gregory F	8721 Julie LynneCircle	Tracy	CA 95304	209-832-7365

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Name	Address	City & State	Zip	Home Phone
Tevault, Wayne T	9511 Tryon Street	Rancho Cucamonga	CA 91730	909-967-5468
Thornton, Timothy M	5213 Lynnwood Drive	Camarillo	CA 93012	805/388-8703
Tilley, Nicholas H	1332 Lewis Lane	Tulare	CA 93274	559-303-0488
Tomas, Victor Z	1242 Spring Street	Riverside	CA 92507	951-684-3444
Tuso, Richard	1520 Crestmont Ave	Roseville	CA 95661	916/773-1689
Udell, Joshua J	12308 Loma Drive	Whittier	CA 90604	562-944-3891
Udell, Michael	7676 Slater Ave. Uni	Huntington Beach	CA 92647	562/944-2777
Uhle, Scott	3418 Morgan Drive	Norco	CA 92860	951-735-3190
Upham, Robert W	2333 Hyde Park Lane	Campo	CA 91906	619-415-5540
Valentino, Domenico	1226a South Barranca	Glendora	CA 91740	909-592-0161
Vallianos, Demostenis	952 Crespi Drive	Pacifica	CA 94044	650/359-6610
Van Dieren, Gerard	8379 Mercury Dr	Buena Park	CA 90260	310-532-9377
Van Dieren, Joe	536 Nenko Avenue	Placentia	CA 92870	714/528-9090
Van Groningen, Neil Eric	403 E Cedar St	Hanford	CA 93230	559-589-1252
Velador, David	1171 Prune St	Hollister	CA 95023	831/637-8031
Velasco, Miguel A	12200 Harris Avenue	Lynwood	CA 90262	310-638-5411
Venable, Timothy B	37783 Seapines Court	Murrieta	CA 92563	951-301-5544
Verducci, Eric T	2203 Center Ave	Martinez	CA 94553	925-890-2641
Vukelich, William T	1931 Elder Glen Cr.	Anahiem	CA 92805	714-970-9084
Wade, David A	431 S Tremont St	Oceanside	CA 92054	760/754-2967
Walsh, John Clark	19135 Inglewood Ave	Torrance	CA 90503	310/370-5710
Warburton, Donald M	835 Castleton St	Salinas	CA 93906	831-442-1614
Warburton, Steven P	1455 West Street	Soledad	CA 93960	831-678-4678
Warburton, Thomas A	25892 Paseo El Cajon	Monterey	CA 93940	831/333-1237
Ward, Jeffrey L	1731 Howe Avenue #63	Sacramento	CA 95825	916/989-6866
Watson, Timothy J	6284 Lake Lomond Dr.	San Diego	CA 92119	619-698-5091
Wendt, Robert John	26569 Lido Drive	Murrieta	CA 92563	951-698-0032
White, Sean F	85 Wrangler Road	Simi Valley	CA 93065	805/579-9167
Whitehouse, Richard L	11702 Brookshire	Garden Grove	CA 92840	714/638-2989
Wiedrick, John	5351 Glenstone Dr	Huntington Beach	CA 92649	714/846-3444
Wilkie, William J	5657 Los Alamos	Buena Park	CA 90621	714/826-3696
Williams, Logan S	886 Bransford Court	Fairfield	CA 94533	707-429-4856
Williams, Timothy B	946 Golden Rain St.	Upland	CA 91786	626-967-4763
Williamson, David L	3955 Rolling Hills Road	Sheridan	CA 95681	530-633-9667
Williamson, Jonathan D	3156 S. Beale Road	Wheatland	CA 95692	530/633-4063
Wright, Steven Wayne	35 Belluno Dr.	Stockton	CA 95209	209/367-4942
Yearta, Danny L	22106 Linda Drive	Torrance	CA 90503	310-540-5762
Yearta, Jerry A	7043 Elburn Court	Alta Loma	CA 91701	909/476-6851
Adcox, Michael H	3527 E. 104th Place	Northglenn	CO 80233	303/254-6898
Aymond, Justin M	22261 East Navarro P	Aurora	CO 80018	303/617-8891
Broes, Steven R **	634 County Road 40	Berthoud	CO 80513	303-946-4895
Cairns, Michael J	2948 S. Grant Street	Englewood	CO 80110	303/762-0827
Cardenas, Dean	4300 Oak Street	Wheat Ridge	CO 80033	303/423-2220
Clawson, Ronald L	4517 County Road U	Wiggins	CO 80654	719/775-8773
Conlon, David S	2825 S Jebel Way	Aurora	CO 80013	720-289-8017
Connolly, John T	3630 Spaatz Road	Monument	CO 80132	719/488-0640
Cummons, Daniel E	2204 Cambridge Stree	Montrose	CO 81401	970-234-1311
Cusato, James A	1259 Rood Ave	Grand Junction	CO 81501	970-424-0595
Dangremond, Edward J	1650 Smoke Ridge Drive	Colorado Springs	CO 80919	719/535-0857
Dennison, Denver S	928 D Bar K	Durango	CO 81301	970-903-3094

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Franchisees as of January 1, 2011

Name	Address	City & State	Zip	Home Phone
Diaz, Mark C	9672 Sycamore GlenTrail	Colorado Springs	CO 80920	719/598-0274
Eilers, Gary R	2044 Stonehenge Cir	LaFayette	CO 80026	720/479-8342
Farmer, Theodore C	11250 W. Brandt Pl.	Littleton	CO 80127	303/920-4899
Fields, Larry T	24036 E ProgressCircle	Aurora	CO 80016	303/400-1122
Gorton, Ronald W	15847 Road 35.3	Mancos	CO 81328	970-882-8896
Graf II, John H	12378 W 6Th Place	Golden	CO 80401	303/233-8065
Hargrove, John W	1025 E Bates Parkway	Englewood	CO 80110	303/761-5064
Hayes, Walter James	1201 S Kline Way	Lakewood	CO 80232	303/988-2566
Hoff III, James E	30350 Coyote Run Ct	Oark Creek	CO 80467	970/736-2324
Holt, William A	PO Box 3635	Pueblo	CO 81005	719/542-2353
Hook, Scott M	906 Province Rd	Ft Collins	CO 80525	970/223-4364
Hornberg, James A	6977 Chestnut Court	Parker	CO 80134	720/851-2134
Jacobs, Daryl Ray	17874 Pinion Park Ro	Peyton	CO 80831	719/749-2433
Kindall, Kevin E	18448 6415 Court	Montrose	CO 81401	970/874-5648
King, Robert G	537 Springwood Ct	Windsor	CO 80550	970-686-6024
Koch, Steven J	1959 Blue MountainRoad	Longmont	CO 80504	303/682-2648
Kuntz, Cary L	5505 E CountyRoad 16	Loveland	CO 80537	970/669-0933
Ledford, Erik L	515 Fruit Avenue	La Junta	CO 81050	303/549-0551
Lee, William D	3754 Swadley St	Wheatridge	CO 80033	303-421-1864
Losh, David B	PO Box 3166	Dillon	CO 80435	970/468-2437
Loveland II, Richard C	11311 W HampdenPlace	Lakewood	CO 80227	303/985-7732
Martino, Stephen J	16793 Firebrick Dr	Parker	CO 80134	303/885-9500
McAllaster, Charles M	5612 N 71st Street	Longmont	CO 80503	303/530-4235
Miller, Christian T	5280 Lambert Ranch T	Sedalia	CO 80135	303/663-6883
Miller, Lawrence C	842 Slickrock Drive	Mack	CO 81525	928/608-0070
Montoya, James H	597 Quantico Ct	Pueblo West	CO 81007	303/278-4367
Morin, Matthew D	4908 Glen Drive	Berthoud	CO 80513	303-717-5755
Morris, Gregg W	1070 Rogers Street	Golden	CO 80401	303/278-0362
Muthler, Robert L	4511 S. Jason St	Englewood	CO 80110	303/762-9911
Nation, Joseph F	4016 S. Liver PoolWay	Aurora	CO 80013	303/617-9476
Parr, Dustin J	22 West Ave.	Alamosa	CO 81101	719-589-8994
Paulek, Tyler M	85 County Rd 231	Durango	CO 81303	970/259-5979
Pennington, George H	P.O. Box 1025	Palmer Lake	CO 80133	719-487-9214
Purvis, Robert	9731 E. 145th Ave	Brighton	CO 80602	303/655-9213
Quinn, Timothy E	1001 N Bonfoy	Colorado Springs	CO 80909	719/633-2947
Saylor, Peter T	6400 S Queen Way	Littleton	CO 80127	303/932-6474
Schreiter, Dean	17675 County Road 45	Burlington	CO 80807	719/346-0386
Schritter, Paul G	2901 North Court	Grand Junction	CO 81504	970/242-3543
Sheehy, John P	13720 Boston Street	Brighton	CO 80602	303-659-1536
Shipp, Joseph P	4862 S Robb St	Littleton	CO 80127	303/933-2580
Skinner, Ronald L	244 Wellington Stree	Northglenn	CO 80234	303/457-3811
Specht, James A	2536 58Th Ave	Greeley	CO 80634	970/330-2192
Stonehouse, Stephen J	0010 125 Road	Glenwood Springs	CO 81601	970/945-6935
Swick, Fred L	2470 S Osceola St	Denver	CO 80219	303/937-0332
Thomas, Robert L	1016 Adams Dr	Colorado Springs	CO 80904	719-475-0036
Thompson, Larry D	P.O. Box 2713	Elizabeth	CO 80107	303/884-7227
Thomsen, Don R	4795 S. Huron	Englewood	CO 80110	303/789-2068
Till, Toby A	11560 Paris St	Henderson	CO 80640	303/519-3222
VanOrsdale, Larry	1115 North Chelton R	Colorado Springs	CO 90909	719-287-8979
VandeVusse, Douglas E	6630 West 72nd Dr	Arvada	CO 80003	303/427-7315
Vierow, Steven D	601 N. 6th Street	Sterling	CO 80751	970/521-0416
Waltemeyer, Adam T	108 Racquette Dr #2A	Ft Collins	CO 80524	303-666-0093

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Franchisees as of January 1, 2011

Name	Address	City & State	Zip	Home Phone
Wells, Kenneth	8056 Lee Court	Arvada	CO 80005	303/422-5633
Work, Clinton D	7087 S. Garrison Str	Littleton	CO 80128	720/341-1494
Ziegler, James W	783 Cedar Court	Rifle	CO 81650	970/871-6225
Almeida, Mark	195 Babbs Road	West Suffield	CT 06093	860/254-5600
Bartle, James O	P. O. Box 220	Ashford	CT 06278	203/429-2783
Bertrand, Ernie L	9 Beech Street	N. Branford	CT 06471	203/483-7095
Berube, Alan R	60 Prentice Street	Plainville	CT 06062	860/793-2738
Besade, Stephen A	126 Fog Plain Road	Waterford	CT 06385	860-443-6033
Blakely, John D	25 Marguy	West Suffield	CT 06093	860/668-2036
Ceulemans, Michael L	62 Robin Drive	Barkhamsted	CT 06063	860/677-6988
Dubord, Richard P	25 Hunter Road	Tolland	CT 06084	860-896-1283
Durner, Donald	17 Sand Piper Rd	Enfield	CT 06082	860/763-1350
Feeney, Joe	4 Coachlight Dr	Clinton	CT 06413	860-669-3898
Gemme, David P	25 Hancock Rd	Willington	CT 06279	860/627-0083
Gregoire, David L	66-12 Wakelee Rd	Waterbury	CT 06705	203/591-1485
Haber, Lawrence J	226A Great Plain Rd.	Danbury	CT 06811	203-743-0003
Halsted, Eugene	15 Lynch Drive	Manchester	CT 06040	860-645-1302
Hoover Jr, Herbert	PO Box 614	West Redding	CT 06896	203-938-2698
Johnson, Charles Francis	196 New Canaan Rd	Wilton	CT 06897	203/847-2012
Kolker, Bruce I	30 Heartwood Lane	Trumbull	CT 06611	203/445-9188
Luginbuhl, Dean M	81 South Road	Ellington	CT 06029	860/604-0795
McBride, James N	214 Windsorville Rd	Ellington	CT 06029	860-872-1422
Michalak, Paul H	2060 Cutspring Rd	Stratford	CT 06614	203/952-7849
Mocofan, Marius	262 Center Road	Vernon	CT 06066	860-870-9764
Moses, Paul	200 Whitbeck Rd	New Hartford	CT 06057	860-626-0668
Moss, Christopher A	4 Meeting House Ridge	Meriden	CT 06450	203/235-4343
Niemann, Russ	16 Brockway Road	Ellington	CT 06029	860-872-1934
Pac, Daniel Joseph	309 Birge Park Rd	Harwinton	CT 06791	860-485-1998
Perzan, Gregory M	41 Robinbrook Dr	Newington	CT 06111	860/985-2765
Pessolano Sr, James	3 Hickory Lane	New Fairfield	CT 06812	203-746-9185
Prescott, Christopher L	20 Church Street	Thompson	CT 06277	860-928-6753
Radway, Stephen W	19 Magonk Point Road	Waterford	CT 06385	860/443-2420
Ruszyk, Stephen J	495 Babbs Road	West Suffield	CT 06093	860/668-6062
Schiavone, Robert J	27 Brodwood Drive	Stamford	CT 06902	203/274-6533
Semnoski, Gary S	85 Evan Road	Southington	CT 06489	860-620-0820
Strebeyko, Jake H	129 Tudor Lane Apt.	Manchester	CT 06705	860-966-6348
Werme, Peter	13 Mary Bee Lane	Sherman	CT 06784	860/354-1932
Westdal, Edwin D	35 Valley View Dr	Windsor	CT 06095	860/688-6385
Yannotti, Michael J	132 Woodside Green #	Stamford	CT 06905	203-274-5532
Derby, Michael C	23 South Main Street	Middletown	DE 19709	302-836-4507
Jones Jr, Alvin R	29890 AK Lane	Laurel	DE 19956	302/875-5268
Kodadek, Shawn T	2654 Grubb Road	Wilmington	DE 19810	610/586-5054
Miller, Allan R	1910 E Zabenko Dr	Wilmington	DE 19808	302-998-4873
Muffler, Robert J	12 NW Front Street #	Milford	DE 19963	302-491-6080
Pride Jr, James M	22558 Huff Road	Milton	DE 19968	302/856-1742
Pride Sr., Jim M	206 Milton Ellendale Hwy	Millton	DE 19968	302/684-4652
Stewart, Charles Coleman	10016 Sunnyside Road	Bridgeville	DE 19933	301-831-5558

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Name	Address	City & State	Zip	Home Phone
Akarjalian, Menas M	3749 Fox Hollow Driv	Orlando	FL 32829	407/380-700
Alvarez, Adolfo J	16253 SW 78th Terrace	Miami	FL 33193	305/382-4575
Anderson, Dan L	4002 Se 14th Place	Ocala	FL 34471	352/694-4575
Anderson, James A	1125 A Spikes Rd	Southport	FL 32409	850-271-8116
Ashley, Ray A	6493 May Tree Court	Jacksonville	FL 32258	904/563-3208
Bacon, Norman H	43212 Hilltop Lane PO Box 2017	Callahan	FL 32011	904/879-2647
Basler, Edward T	8294 Norwood Rd	Largo	FL 33777	727/397-6088
Beddome, Timothy R	449 SW Violet Ave	Port St. Lucie	FL 34983	772-342-7477
Bell, Shaun A	6511 Nova Drive PMB	Davey	FL 33317	954-218-7915
Benvenuto, Frank	5153 NW 57th Way	Coral Springs	FL 33067	561-445-4216
Bosko, Kevin A	349 Blue Heron Drive	Winter Park	FL 32789	407-647-0769
Canfield, Terry L	3326 63rd Square	Vero Beach	FL 32966	772/794-2135
Capdarest, Christopher	2203 Yancy Street	North Point	FL 34286	941-423-6313
Caponigro, Anthony J	8001 E. Shannon Cour	Inverness	FL 34450	352/726-5737
Cesario, Robert F	4223 Royal Palm Dr	Bradenton	FL 34210	941/356-5799
Chappell, Michael L	16030 Clark Road NE	Hosford	FL 32334	850/379-3753
Cherr Jr, Joseph	740 Milan Court	Marco Island	FL 34145	239/389-4233
Cholewinski, Kenneth J	3803 Manatee Street	Orlando	FL 32822	407/908-8014
Conley, Jeff	13771 SW 36 Court	Davie	FL 33330	954/476-8056
Coulter, Dennis	3125 Ellis Drive	West Melbourne	FL 32904	321/724-1282
Cournoyer, Kenneth D	5925 W Hwy 92	Plant City	FL 33566	813/659-1264
Courtney, Clifford	127 East Villa Capri Apt. E	Deland	FL 32724	386/253-5219
Craig, Michael E	3100 Dolphin Drive	Miramar	FL 33025	954/431-5752
Crozier, Carleton F	311 SE 9th Court	Pompano Beach	FL 33060	954/785-0792
Cuevas, Victor	9366 SW 185th Street	Miami	FL 33157	305/979-9743
Del Pino, Julio	9199 BW 117 Terrace	Hialeah	FL 33018	305-818-2475
Denofa, Scott M	7039 Hawks Harbour Circle	Bradenton	FL 34207	941-342-9154
Dick, Peter L	60 River Road	Orange Park	FL 32073	904-278-6917
Dokoupil, Robby J	4391 NW Brownell Ter	Port St. Lucie	FL 34983	561-642-0234
Downie, Russell K	285 South Marco Way	Satellite Beach	FL 32937	321/426-4377
Duford, Raymond F	2997 Karen Ave	Largo	FL 33774	727-580-6043
Dunfee, Thomas	2268 West End Court	Lehigh Acres	FL 33973	239/693-7174
Dutton Sr, Kerry D	9143 Tracy Way	Panama City	FL 32404	850-722-0267
Eade, Jeffrey K	5207 Derby Forest Dr	Jacksonville	FL 32258	904-880-6912
Ellis, James E	1903 Michael Tiago C	Maitland	FL 32751	407-474-5913
Esquivel, Jorge	6450 Collins Ave Apt	Miami Beach	FL 33141	305/867-9737
Feld, Brian M	1730 Moss Creek Dr	Orange Park	FL 32003	904/505-8274
Flor, Alan P	178 Bristol Point	Longwood	FL 32779	407/788-9129
Flotkoetter, James	2220 S E 6th Terrace	Ocala	FL 34471	352-622-2928
Frangos, Michael C	1913 Hickory Trace D	Orange Park	FL 32003	904/278-8992
Galvez, Eulalio	8240 SW 142 Ave	Miami	FL 33183	305/383-2668
Garcia, Alejandro J	23711 SW 114th Place	Homestead	FL 33032	305-338-3627
Gheorge, Kenneth A	7276 Viale Sonata	Lakeworth	FL 33467	561/965-2283
Giragossian, Aaram R **	2431 Southwest Sanso	Port Saint Lucie	FL 34953	714-421-0413
Gonos, John	13425 86th Ave N	Seminole	FL 33776	313/274-6508
Gonzalez, Rafael	5500 SW 48th Street	Davie	FL 33314	954/581-2546
Guidry, Glenn A	8294 Collins Road	Jacksonville	FL 32244	904-771-4009
Guthrie, Jon E	8125 Coralberry Ln	Jacksonville	FL 32244	904/772-7644
Hall, Russell L	7314 Woodknot Ct	Orlando	FL 32835	407/298-6481
Harman, Jeff W	1039 Macon Drive	Titusville	FL 32780	321/269-1313
Higley, Paul Joseph	6704 Ferri Circle	Port Orange	FL 32128	386/761-2678
Holme, Christian Peter	15611 77th Trail N	Palm Beach Garden	FL 33418	561-743-1004

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Name	Address	City & State	Zip	Home Phone
Howells,Justin C	800 Reedy Cove	Casselberry	FL 32707	407-595-7946
Hrobak,Robert F	999 W Story Road	Winter Garden	FL 34787	407/656-5509
Iannelli,Victor A	1795 Sunwood Blvd	Longwood	FL 32779	407/774-3132
Iredale,Gerald R	17003 Aspen MeadowsDr	Lutz	FL 33548	813/948-0549
Iredale,Jason W	1509 Haven Bend	Tampa	FL 33613	813/546-1709
Johnson,Kenneth R	93 Swisher Road	Havanna	FL 32333	850/556-7830
Johnston,Robert D	1146 N NaturesHammock Rd	Jacksonville	FL 32259	904/230-8205
Kadinger,Phillip	2798 Byron Court	Palm Harbor	FL 34684	727/216-6022
Kaprelian,Brian H	7425 Hypoluxo Farms	Lake Worth	FL 33463	561-642-0310
Keith,Garrick N	PO Box 742	San Antonio	FL 33576	352-588-4351
Kellner,Paul	PO Box 1088	Ruskin	FL 33575	813-562-4413
Kellner,William J	904 Golf Island Dr	Apollo Beach	FL 33572	813-645-8858
Klink,Christopher D	1307 S. Valley Rd	Fruitland Park	FL 34731	352/365-6501
Lacoste,Bob	6755 Hundred AcreDrive	Port St John	FL 32927	321-636-6805
Lassiter,Donald G	2038 Pinehurst Dr	West Palm Beach	FL 33407	561/845-2016
Lassiter,Robert J	2038 Pinehurst Drive	West Palm Beach	FL 33407	561/471-8501
Lawrence,Jeffrey S	11314 Pond Cypress S	Fort Myers	FL 33913	239/948-7891
Leonardo,Brian S	26729 Hickory Loop	Lutz	FL 33559	813-973-2120
Long,Albert C	1882 Bayport Dr	Deltona	FL 32738	904/789-7731
Lopez,Tomas	5510 Kelly Rd	Plant City	FL 33565	813/982-9667
Mangoni,Carl A	5793 120 Ave North	Royal Palm Beach	FL 33411	561-333-2818
Mardenfeld,Justin	8222 Waterford Lane	Tamarac	FL 33310	954/726-7376
Maule,William R	5809 Eastwood Drive	Ft. Pierce	FL 34951	772/467-9337
May,George C	22450 StillwoodDrive	Land O'Lakes	FL 34639	813/996-5539
McCray,William J	11909 Steeds Run	Tallahassee	FL 32317	850/668-2641
Moellentine,James P	4600 S E 40th Ct	Ocala	FL 34480	352/694-1377
Montenegro,Mario	16325 NW 83rd Ct	Miami Lakes	FL 33016	305/827-6972
Moorer,Leslie E	4409 SouthministerCircle	Niceville	FL 32578	850/897-3875
Morris,Brandon C **	19630 Paso Fino Way	Dade City	FL 33523	209/606-9569
Myers Jr,John T	2201 S.W. RiversideDrive	Palm City	FL 34990	772/220-3182
Natoli,John V **	700 Carriage Lake Wa	Vero Beach	FL 32968	772-299-3225
Nelson,Charles C	6285 NW 72nd Way	Parkland	FL 33067	954/752-8942
Ortega,Rolando J	14980 Durham Lane	Davie	FL 33331	305-300-4347
Pearson,Kinsman P	5444 Rowe Trail	Pace	FL 32571	850/994-0812
Perez,Jaime C	24216 NW 94th Ave	Alachua	FL 32615	352/454-7750
Perez,Ulises	8918 W. Flagler Stre	Miami	FL 33174	305-223-5346
Phelps,Paul W	4617 Chambliss Road	Winter Haven	FL 33884	863-224-4808
Priester,Chace W	2848 Tremont Drive	Eustis	FL 32726	352-636-5382
Quimby Jr,Dale M	6720 SW 56th Court	Davie	FL 33314	954/321-0982
Quimby,Dale	6720 SW 56th Ct	Davie	FL 33314	954/321-0983
Quintero,Gerney	3600 Southwest 139th	Miramar	FL 33027	321-917-5986
Rau,Marcus D **	34023 Bluebird Place	Callahan	FL 32011	904-879-2394
Reilly,James K	12760 IndianRocks RdUnit 101	Largo	FL 33774	727-596-5562
Reimer,Roger P	3152 Little RoadSuite 200	Trinity	FL 34655	727/858-8655
Richmond,Timothy J	115200 Oswalt Rd	Clemont	FL 34711	352/408-0657
Rivera,Alberto	2727 Garrett Nichola	Kissimmee	FL 34746	407-344-9010
Rodriguez,Samuel	3545 Sable Palm Lane	Titusville	FL 32780	787-671-2707
Rogero,Robert	5420 Sw 199Th Ave	Davie	FL 33332	954/434-1592
Ryder,Brian Joseph	12001 Nw 27Th St	Plantation Acres	FL 33323	954/370-3565
Sacca,Joseph Ronald	700 Lighthouse Drive	North Palm Beach	FL 33408	561/626-6464
Sacca,Philip A	8524 Kelso Dr	Palm Beach Garden	FL 33418	561/627-9251
Sanchez,Antonio	17368 49th Street No	Loxahatchee	FL 33470	561-204-2630

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Name	Address	City & State	Zip	Home Phone
Sanchez, Julio	60 West 56 Street	Hialeah	FL 33012	305/823-0324
Sandstrom, Larry J	101 Foxridge Run	Longwood	FL 32750	407-230-1135
Schneider, William J	2780 Thornwood Lane	Jacksonville	FL 32207	904/398-5191
Scott, Harold A	#20 Village Dr	Ormond Beach	FL 32174	386/672-8112
Seamans, Harry D	5950 NW 201st Lane	Miami	FL 33015	305/621-1519
Skinner, Jeffrey L	4175 North Rd	Naples	FL 34104	239/649-4974
Smith, Rick L	501 Greenbriar Rd	Saint Johns	FL 32259	904/287-0457
Soriano, Juan	2230 Shadow Oak Rd	Sarasota	FL 34240	941-371-6459
Souza, David J	105 N Sweetwater Blv	Longwood	FL 32779	407-310-3308
Sportiello, Charles A	2580 SE 6th St	Pompano Beach	FL 33062	954/943-9493
Stanford, Peter R	153 Larch Road	Ocala	FL 34480	352/265-9265
Suro, Hector A	4821 Taylor Street	Hollywood	FL 33021	954/989-8055
Switzer, Todd M	2907 Riviera Drive	Key West	FL 33040	305/292-9001
Taddeo, James D	3338 Waterford Drive	Clearwater	FL 33761	727-771-0532
Taylor, Karl Robert	13215 Rolling Green	Juno Beach	FL 33408	561-694-2943
Teegardin, JR	12200 NW 1st St	Coral Springs	FL 33071	954/227-3099
Tejada, Jose R	8606 NW 192nd Lane	Hialeah	FL 33015	305/345-9629
Thornton, Bob P	4257 South Atlantic Ave	Daytona Beach	FL 32127	904/788-8665
Thornton, John T	10113 Peppertree Cou	Pensacola	FL 32506	850-776-1343
Vargas, Alvaro M	13260 SW 101st Stree	Miami	FL 33196	305-582-8920
Vecin, Manuel	5715 NW 112 Terrace	Hialeah	FL 33012	305/362-4059
Watson, Mark R	739 Brook Villa Ct	Apopka	FL 32712	407-889-0878
Westberry, Kraig P	3603 Fairway Rd	Sebring	FL 33872	863-385-1526
Williams, Eric J	1793 Southwest 23rd	Okeechobee	FL 34974	863-824-8791
Wold, Jack	6 Mar Bay Lane	Safety Harbor	FL 34695	727/726-3550
Wood, Jack M	1150 Ruth Avenue	Jacksonville Beach	FL 32250	904/249-4010
Yakos, John B	1289 Beacon Circle	Wellington	FL 33414	561/333-2945
Ambrose, Jeffery A	6755 Scottsfield Tra	Cumming	GA 30028	770/406-8561
Anschuetz, Thomas E	5277 Cross Creek Tra	Acworth	GA 30102	678-494-0059
Atcheson, Joseph	206 Forrest Rd	Fort Oglethorpe	GA 30742	423-505-3843
Bales, Russ	3318 Rising Fawn Tra	Suwanee	GA 30024	404/476-0670
Bates, Jeff E	871 Almeda Circle	Lawrenceville	GA 30043	770-963-4500
Baxter, William D	235 Nature Path	Dallas	GA 30132	770/445-1778
Belaski Jr, John J	9580 Poplar Court	Douglasville	GA 30135	770/947-0104
Black, Terry J	4207 Alaina Circle	Austell	GA 30106	770-436-0611
Bost, James P	3085 St Andrews Way	Duluth	GA 30096	770/623-4058
Brockman, Steven T	3021 Sandy Creek Cou	Loganville	GA 30052	678-639-0916
Carlier, Thomas G	160 Westchester Way	Alpharetta	GA 30005	404-660-3631
Cason, Walter W	809 E Hwy 80	Bloomingtondale	GA 31302	912/748-9350
Corrigan, Douglas	10570 Shallowford Rd	Roswell	GA 30075	770/992-6401
Crook, Thomas E	591 Mill Creek Rd	Hiram	GA 30141	770-577-9373
Culpepper, David	778 Hwy 85 Connector	Brooks	GA 30205	770/460-0151
Daugherty, Jim	144 Old Fortville Rd	Gray	GA 31032	478/986-4471
Davis Jr, John W	150 Vaughn Dr	Fayetteville	GA 30214	770/461-1073
Davis Sr, John W	685 Kenwood Road	Fayetteville	GA 30214	770-461-1315
Davis, William L	148 Swan Lake Rd	Stockbridge	GA 30281	770-474-7318
Dewey, Scott D	5425 Sugar Ridge Dri	Buford	GA 30518	706/870-9555
Dreher-Roy, Matthew J	6255 Edison Drive	Cumming	GA 30041	770-363-9125
Eastman, David A	4598 Millhaven Rd	Martinez	GA 30907	706/868-1728
Edwards, Mark R	363 Cohran Store Rd	Douglasville	GA 30134	770-942-4359

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Franchisees as of January 1, 2011

Name	Address	City & State	Zip	Home Phone
Endicott, Steve	5233 Manhasset Cove	Dunwoody	GA 30338	770/396-1277
Endicott, Steve	240 Chaffin Ridge Tr	Roswell	GA 30075	770-457-1512
Freeman, Charles M	377 Widewater Dr.	Newnan	GA 30265	678/478-6981
Garnett, Charles N	6092 Hwy 42 South	Culloden	GA 31016	478-992-9611
Gaskins, Bobby A	9489 Old Valdosta Rd	Nashville	GA 31639	229-237-1602
Gilbert, Luke A	392 Palmetto Rd.	Tyrone	GA 30290	404/635-0475
Gloekler, William David	1701 North Ola Rd	McDonough	GA 30252	770/914-8516
Graves, John F	5967 Peacock Lane	Hoschton	GA 30548	770/945-0697
Green, Billy J	91 Plemons Rd PO Box	Silver Creek	GA 30173	678/848-4044
Griggs, Shannon O	133 Serenity Loop	Cataula	GA 31804	706-681-0660
Hagan, Gregory D	1198 Henry Blitch Rd	Statesboro	GA 30458	912/865-9191
Hall, William J	2906 Pennbroke Drive	Valdosta	GA 31605	219-242-4930
Holman, Tad S	603 Ann Court	Woodstock	GA 30188	770-924-4080
Holmes, Robert W	4017 Seneca Valley	Gainesville	GA 30506	770-983-1593
Huyett, Randy	3697 Shadow LaneNorth East	Atlanta	GA 30319	770/451-6856
Johnsa, Brian J	155 Price Drive West	Locust Grove	GA 30248	678-432-9274
Kyle, Khary E	7124 Southlake Parkw	Morrow	GA 30260	678-428-4350
Lowe, Pamela	1260 Fields Chapel R	Canton	GA 30114	770-720-5029
Macbride, Guy D	30 Fort Argyle Lane	Savannah	GA 31419	912/748-9432
Maxwell, James A	178 Barber Shop Rd	Climax	GA 39834	229/465-3379
Mayers, Hugh E	3659 Lake Mayers Roa	Baxley	GA 31513	912-367-9267
McTier, Russell H	303 Wellington Way	Warner Robins	GA 31093	478/971-4495
Milligan, Elisha P	168 Currahee Plantat	Toccoa	GA 30577	706/297-7762
Mock, Ralph W	147 Lucas Lane	Waycross	GA 31503	912/285-7569
Mouat III, R B	53 Old Ty Ty Road	Ty Ty	GA 31795	229-386-2813
Oswald, Stephen D	326 Cohran Store Roa	Douglasville	GA 30134	770-949-4162
Oswald, Tommy J	1805 Rover Zetella R	Williamson	GA 30292	770-227-3876
Pendlebury, Ian R	1185 Masters Lane	Snellville	GA 30078	404/392-5677
Perez, Jose I	502 Winter Haven Lan	Sugar Hill	GA 30518	678/765-0150
Pitt, John	3314 Hillside Drive	Powder Springs	GA 30127	404/439-6416
Price, Patrick Vonne	3215 Gilpin Rd Ne	Thomson	GA 30824	706/595-9641
Reynolds, George R	890 S Steele BridgeRd	Eatonton	GA 31024	706-485-0566
Ricks, Kevin S	1121 McWilliams Road	Conyers	GA 30094	678-413-8398
Rix Jr, Jimmie L	178 Horseshoe Circle	Americus	GA 31719	229-924-6576
Rosser Jr, Charles N	241 Parkview Drive	Cartersville	GA 30120	770/386-1330
Scharlatt, Peter E	450 Barrington DriveWest	Roswell	GA 30076	404/428-3305
Schwarz, Roy E	250 Mallard Lane	Locust Grove	GA 30248	770/914-0306
Seckinger, Donald R	2455 Sawtooth Oak Dr	Lawrenceville	GA 30043	770/513-9454
Shatzen, Erwin M	3852 Ivey Lane	Lilburn	GA 30047	770/923-6989
Short, Jack P	1207 BlackcreekChurch Rd	Ellabell	GA 31308	912/858-3992
Smith, Ron D	2291 Rabbit FarmCircle	Loganville	GA 30052	770/554-9299
Spaggiari III, Lee J	653 Priddy Rd	La Grange	GA 30241	706/568-9567
Stanford, Jason T	503 Johnson St. Apt	Bremen	GA 30110	352-271-9475
Steiner, Randal W	1306 Sunflower Court	Locust Grove	GA 30248	770-954-3419
Stillwagon, Andy B	319 River Ridge Rd	Brunswick	GA 31523	912/267-1091
Thompson, Ricky L	28 Deer Run Trace	Swainsboro	GA 30401	478/289-9244
Todd, Keith C	466 Heritage Drive	Ringgold	GA 30736	706/935-8648
Trowell, Joseph H	1668 George Deen Rd	Broxton	GA 31519	912/359-2221
Walker, Ronald K	133 Watkins Lake Way	Buena Vista	GA 31803	706/327-2322
Wamsley, Bryan L	335 Arbor Woods Cr	Ringgold	GA 30736	706/858-4519
Watts, Kenneth C	7860 Cedar Mountain	Douglasville	GA 30134	678-378-3286
Westra, David	106 Nichols Street	Perry	GA 31069	478/987-1138

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Franchisees as of January 1, 2011

Name	Address	City & State	Zip	Home Phone
Wiles, Marty	100 Natures Path	Tyrone	GA 30290	770/487-3450
Williams, Joe	650 McKinne's Ct	Evans	GA 30809	706/364-1183
Winn, Christopher	505 Hembree GroveOverlook	Roswell	GA 30076	770/475-0774
Bourgeois, Stephen L	91-338 Pukanala Plac	Ewa Beach	HI 96706	808-683-1129
Butay, Bernard S	851 Leilani Street S	Hilo	HI 96720	808-966-8810
Chang, Arthur B	74-5072 Tomi Tomi Dr	Kailua Kona	HI 96740	808/324-4908
Ebesu, Glenn Y	3095-A Aukele Street	Lihue	HI 96766	808-245-8140
Fukuoka, Gerald M	46 Ili Kuponon Street	Wailuku	HI 96793	808-242-8303
Miyashiro, Miles T	2221 Ahe Place	Honolulu	HI 96816	808-737-2314
Miyashiro, Ross K	95-1001 Kualapa St	Mililani	HI 96789	808/626-8430
Momohara, Calvin Yukio	961 Paako St.	Kailua	HI 96734	808/262-3861
Moyers, Michael Lee	870 Makalii Street	Kahului	HI 96732	808/877-3234
Nakabyashi, Wade R	94-870 LumiauauStreet D202	Waipahu	HI 96797	808/677-7116
Oya, Richard Y	94-397 Makapipipi St	Mililani	HI 96789	808/623-5342
Stamm, Rudy H J	91-977 Waimomona Pl	Ewa Beach	HI 96706	808/685-8840
Tajima, Randall T ** Additional franchise	42-101 Aleka Place	Kailua	HI 96734	808/263-8092
Watanabe, Tracy M	94-1145 Kahuanui St	Waipahu	HI 96797	808/683-0551
Campbell, Kim B	13128 North 15 East	Idaho Falls	ID 83401	208-390-8446
Cass, Thomas M	940 Canterwood Drive	Moscow	ID 83843	208/882-5840
Costello, Walter F	300 Dicky Drive	Eagle	ID 83616	208/939-0904
Garvin, Phillip W	3390 N Curt Dr	Meridian	ID 83642	208/888-5617
Hatch, Jeramie L	105 W. 600 N.	Clifton	ID 83228	208/747-3275
Jahns, Jason	P.O. Box 5256	Twinfalls	ID 83301	208/731-9966
Jones, Dustin S	2219 E Franklin Rd.	Meridian	ID 83642	208-440-0723
Keener, Philip G	1327 Grelle Ave	Lewiston	ID 83501	208/746-5728
Lloyd, Jeffrey Provan	1393 W Deadwood Ct	Eagle	ID 83616	208/938-1064
Marburger III, George G	7350 W LedgerwoodLane	Meridian	ID 83642	208/286-0328
Matthis, Bill N	2299 W. Kelly CreekDrive	Meridian	ID 83646	208/887-1604
Meeks, Jim E	3917 W. Princetown	Coeur d'Alene	ID 83815	208/819-3584
Meyer, Jeremiah W	4444 Greenchain Loop	Couer D'Alene	ID 83814	425/844-9472
Moen, Doyal P	PO Box 587	Gooding	ID 83330	208-369-0979
Orme, Kyle W	1581 N 775 E	Shelley	ID 83274	208-357-0523
Petersen, Robert J	444 North Ash Street	Black Foot	ID 83221	541-477-3136
Self, William A	4493 Echo Glenn Ln	Coeur d'Alene	ID 83815	208/665-7510
Sinclair, Shawn E	2219 Grelle Ave	Lewiston	ID 83501	208-746-6381
Upchurch, Brian T	3156 N 3524 E	Kimberly	ID 83341	208/423-5849
Whitworth, Chad B	870 W. 100 N.	Blackfoot	ID 83221	208/684-5337
Apps, Craig W	412 N Prairie	Raymond	IL 62560	217-229-3474
Baird, Ian S	606 S Union	Yates City	IL 61572	309/337-5325
Balsitis, Lawrence J	460 Logeue Circle	Seneca	IL 61360	815-357-1349
Beebe, Jeffrey W	2260 US Route 52	Serena	IL 60549	815/498-1709
Bodine, Kevin R	4926 State Rt 97	Pleasant Plains	IL 62677	217/626-1522
Boyd, Robert J	825 Cypress Ct	Joliet	IL 60435	815/730-0286
Brauer, Kenneth F	100 Hanover Street	Germantown	IL 62245	618-523-4343
Brennan, Shaun F	3915 Sandy Bluff Rd	Plano	IL 60545	815/786-7627
Brindise, Ralph	517 Northlake	Mc Henry	IL 60051	815/344-1848

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Name	Address	City & State	Zip	Home Phone
Bulster, John	8929 Palisades Road	Burr Ridge	IL 60527	630/655-2806
Carter, Lloyd R	615 Elm St	Carmi	IL 62821	618/382-3151
Chiddister, Clark	2614 Chapel Hill Dr	Elgin	IL 60120	847/741-3037
Cullen, Francis E	7023 Lockmann Rd	Collinsville	IL 62234	618/345-5903
Cullen, Michael A	899 Lester Avenue	Collinsville	IL 62234	618-401-4663
D'Amico, Sammy	13815 Kit Lane	Lemont	IL 60439	630/257-6740
Deciani, Nickolas	6406 Emerald Ct	Willowbrook	IL 60521	630/655-1373
Dehaan, Lonnie R	10787 W 4000 N Road	Bonfield	IL 60913	815/426-6815
DiGrazia, Michael P	7956 West Bordeaux D	Dixon	IL 61021	815-285-0087
Dickson, Thomas R	4515 Yale Dr.	Rockford	IL 61109	815/397-5597
Diorka, Charles	8928 Monroe	Brookfield	IL 60513	708/485-1442
Dorich, Brian Edmond	1510 - 77th Street	Darien	IL 60561	630/960-9411
Dost, Ted W	1155 Westwood Trail	Addison	IL 60101	630/543-7529
Drake, Daniel B	4241 West 90th Place	Hometown	IL 60456	708-359-8165
Edens, Donald E	10237 N 400 St	Casey	IL 62420	217/932-2286
Elarde, Richard P	149 W. Bailey	Naperville	IL 60565	630/983-8422
Eling, Ronald E	340 Woodridge Circle Unit D	South Elgin	IL 60177	847/622-0473
Enghausen, Kevin R	2672 County Road 350	Mahomet	IL 61853	217/897-1152
Ervin, Wayne N	2179 Strawns Crossing Rd	Jacksonville	IL 62650	217-243-4094
Farrow, Jason M	2660 Seiler Road	Alton	IL 62002	618-466-0596
Follensbee, Dennis C	12075 N Ledges Dr	Roscoe	IL 61073	815/623-7990
Fortman, Daniel F	13446 Parkcrest Rd	Roscoe	IL 61073	815/389-9225
Fortuna, Michael J	1 S 576 Nimitz	Oakbrook Terrace	IL 60181	630/941-0645
Gawlik, Michael G	1334 Foxdale Dr	Addison	IL 60101	630/773-1101
Golding, David W **	12609 Rail Lane	Palos Park	IL 60464	708-361-8123
Goodwin, Richard M	657 Erica Drive	Granite City	IL 62040	618-931-1427
Gore, Philip D	2434 W Irving Park Road	Chicago	IL 60618	773-267-3653
Haar, Brian M	990 South Hull	Aviston	IL 62216	618-978-1436
Hahn, James A	1013 Annis Avenue	Mattoon	IL 61938	217/235-3785
Hain, Ernest O	1000 Center Drive	South Elgin	IL 60177	847-812-1300
Harman, Todd R	9695 Four Corners La	St. Jacob	IL 62281	618-644-4727
Hazelbower, James H	411 E. Prairie Stree	Lanark	IL 61046	815-493-2007
Hill, David A	5700 State Street	Quincy	IL 62305	217/224-7865
Horstmann, Daniel E	66 S Germantown Road	Breese	IL 62230	618/526-4139
Huggins, Donald R	22203 S Gawain Dr	Joliet	IL 60404	815/729-4228
Huling, James M	100 Plateau Court	East Peoria	IL 61611	309-698-3087
Ihnen, Michael T	1909 Revere Lane	Elk Grove	IL 60007	847/584-9908
Johnson, Billy J	470 W. German	Chester	IL 62233	618-826-2937
Juern, Theodore V	2078 David Dr	Des Plaines	IL 60018	847/827-8959
Junker, Michael J	601 Jacob Street	Saint Jacob	IL 62281	817-727-9171
Kaufmann, Lee P	15520 N Blue Point Trail	Effingham	IL 62401	217-868-5525
Kempen, Robert	PO Box 241	Clifton	IL 60927	815/694-2063
Kennedy, Craig Alan	723 N. River Road	Algonquin	IL 60102	630-830-2227
Kleine, Andrew J	409 W 6th Street	Benton	IL 62812	618-218-2594
Cluever, Mike L	1446 Lourdes Road	Metamora	IL 61548	309/383-4288
Knaust, Eric G	6857 Deer Hill Road	Waterloo	IL 62298	618/939-8142
Kolesar, Brian M	2 N 343 Prairie Avenue	Glen Ellyn	IL 60137	630/790-4593
Kowalski, Tomasz B	6N442 Lloyd Avenue	Itasca	IL 60143	773-569-6461
Kreitzer, Kenneth P	505 Palmer Ave.	Aurora	IL 60506	630/897-3756
Lada, Michael R	5023 W Ainslie St	Chicago	IL 60630	773/283-0054
Lullo, Steven J	2906 Marilyn Drive	Joliet	IL 60432	312/415-0523
McAllister, Jade M	1533 Co Rd 1000 E	Carmi	IL 62821	618/382-4088

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Name	Address	City & State	Zip	Home Phone
Melton,Shane L	411 E. Hickory	Thayer	IL 62689	217-965-1446
Messick,Kelly M	243 Chatsworth Avenu	Sugar Grove	IL 60554	630-466-1335
Miller,Jeffrey N	17419 Parkside Ave	Tinley Park	IL 60477	708/429-0294
Mizeur,Ralph K	2116 N 7th	Springfield	IL 62702	217-825-8746
Morris,Mark C	1102 W Strieff Lane	Glenwood	IL 60425	708-957-0879
Morris,Michael J	436 Co. Rd. 1400 N	Mattoon	IL 61938	217/258-8917
Neil,Bryan S	1020 Hwy 61	Mendon	IL 62351	217-936-3232
Nix,Thomas F	3800 F Il 250	Olney	IL 62450	618/392-4091
Nunokawa,Mark R	1411 North20th Avenue	Melrose Park	IL 60160	708-343-2486
Oelhafen,Scott	18842 Spring CreekDrive	New Lenox	IL 60451	815/485-5792
Ohrstrom,Carl	9120 143 St West	Taylor Ridge	IL 61284	309-737-3372
Picchi,Americo J	18913 Spring CreekDrive	New Lenox	IL 60451	815/485-1886
Pollasky,Arthur	5715 Farmbrook Lane	Crystal Lake	IL 60014	815/477-2650
Polnow,Donna K	845 Merrimac	Cary	IL 60013	847/462-0552
Pratt,Clifford L	4265 N. 3350 East Ro	Chatsworth	IL 60921	815-953-4551
Randall,Craig	1503 Kingston Lane	Schaumburg	IL 60193	847/524-4415
Randazzo,Ronald	322 O'Plaine Rd.	Gurnee	IL 60031	847-249-5236
Reynolds,Terry D	6 Tyler Lane	Metropolis	IL 62960	618/524-6887
Ritzheimer,Randall D	712 N Main	Trenton	IL 62293	618-224-7164
Roberts,Jeffrey D	14637 Sparrow RdPO Box 140	Pleasant Plains	IL 62677	217-626-2707
Ryan,Patrick	1345 Marco Court	Darien	IL 60561	630/241-2493
Sachs,Clifton E	515 E Alton	Marine	IL 62061	618/887-4025
Sandoval,Francisco	210 3rd Street	Mendota	IL 61342	815-830-0530
Sarsfield,Robert	16724 Parker Rd	Homer Glen	IL 60491	708-301-9210
Scartozzi,Anthony	218 N Normandy Dr	Chicago Heights	IL 60411	708/754-4261
Scartozzi,Thomas A	3020 Cedar Lane	Crete	IL 60417	708-672-7598
Schneider,Randal L	9N022 Oak Bluff Dr	Elgin	IL 60124	847/464-5025
Schoenbeck,Mark O	22382 E Illinois Hwy	Bluford	IL 62814	618-732-8533
Schreiber,Erik R	6429 Ginos Way	Fox Lake	IL 60020	847-275-7017
Schulz,Scott M	17491 Central	Tinley Park	IL 60477	708-532-0716
Shurtleff,James	3N979 Farmview Rd	Elburn	IL 60119	630/365-5357
Simon,Keith	468 Hazel Dr	Schaumburg	IL 60193	847/985-0068
Singleton,Brett L	772 90th Ave	Roseville	IL 61473	309/426-2475
Sitton,Fred W	102 E Simmons	Roodhouse	IL 62082	217/589-5092
Spangler,Lawrence M	111 White Oak Drive	Lindenhurst	IL 60046	847/356-0638
Sramek,Frank W	302 Bartram Rd	Riverside	IL 60546	708/442-0990
Studnicka,John	5005 W 120Th Pl	Alsip	IL 60803	708/385-6372
Travaglini,Bernard	459 Gail Ln	Chicago Heights	IL 60411	708/755-1973
Tyler,Paul K	142 Lockerbie Lane	Wilmette	IL 60091	847/256-1197
Violetto,Derek A	305 N. Sycamore Ln	Norht Aurora	IL 60542	630/906-0557
Visona, Ryan D. **	9120 143 rd Street West	Taylor Ridge	IL 61284	309/737-3372
Weldy,Michael K	4 Paddock Court	Hawthorn Woods	IL 60047	847-438-0819
Werckle,Curtis D	10280 Homestead Rd	Stillman Valley	IL 61084	815/234-2575
Wiewel,Steven F	2436 Cannonball Road	Quincy	IL 62305	217/223-7228
Wilson,Mike J	23 2nd Avenue	Matherville	IL 61263	309/754-8745
Winters,William G	15946 N 975 East Rd	Bloomington	IL 61705	309/963-3042
Wooldridge,Jace A	5720 Wesley ChapelRd	Chatham	IL 62629	217/546-4735
Wylie,John G	487 Gerry Street	Woodstock	IL 60098	815-337-2398
Zehr,Rodney L	1206 Aurora Street	Pontiac	IL 61764	815-844-6525

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Name	Address	City & State	Zip	Home Phone
Aaron,Joey M	5776 W 600 S	New Palestine	IN 46163	317-861-4373
Bailey,Jerry C	11109 Liberty MillsRoad	Ft Wayne	IN 46814	260/436-2121
Barnes,Nathan	8330 Tom Evans Rd	Greenville	IN 47124	502/639-0894
Barnett,Michael R	731 E. 11th St.	Mishiwaka	IN 46544	574-252-5587
Betz,Ryan C	9735 W. Co Rd 240 N	West Baden Springs	IN 47469	812/936-2757
Bittner,Matthew L	11255 S. Owensville	Haubstadt	IN 47639	812-768-5402
Bridge,Brian S	3407 E 500 S	Churubusco	IN 46723	260/693-3165
Brown,Michael L	10111 Lantern Road	Fishers	IN 46038	317/595-0500
Butcher,Wilbur	11206 Waters Edge Dr	Wheatfield	IN 46392	219-956-2831
Carmichael,Charles L	2448 W. 1150 S.	Ladoga	IN 47954	765-435-3807
Chraponski,Michael J	3435 W 150th Lane	Crown Point	IN 46307	219-690-1342
Clemens,Michael R	4244 W Buick Drive	Bloomington	IN 47404	812/935-6244
Cooper,Thomas T	1240 Woodhollow Ct	Schererville	IN 46307	219/322-1220
Cory,Nathan R	2 Clodfelder Dr.	Vincennes	IN 47591	812/886-8813
Cripe,Gregory	18657 CR 14	Bristol	IN 46507	574/848-7655
Dittman,Steven P	504 N. Williams	Nappanee	IN 46550	574/773-5537
Ehman,Gary B	1611 South MainStreet	Tipton	IN 46072	765-675-7923
England,George Allen	506 W Gump Road	Ft Wayne	IN 46845	260/637-1054
Epperheimer,Anthony D	1238 Cannonero Ct	Indianapolis	IN 46217	317/224-9429
Folk,Morris A	1628 W. 200 S.	Warsaw	IN 46580	574/269-2586
Foster,Jeffrey M	8301 S. Pugsley Rd.	Daleville	IN 47334	317/759-9935
Frye,Kenneth E	140 East County Road	Connersville	IN 47331	765-309-2912
Gardner,Darren L	3542 N 300 E	Anderson	IN 46012	675-298-9153
Gregory,Scott A	51 Grand View Ct.	Hagerstown	IN 47346	765-489-1645
Hammond Jr,John D	3225 Chamberlin Dr	Indianapolis	IN 46227	317-784-0216
Harris,David K	746 Clossey Drive	Indianapolis	IN 46227	317-887-9333
Hedrick Jr,Robert E	1989 E Radio TowerRoad	Scottsburg	IN 47170	812/752-6172
Hudson,Gerry D	22 Monticello Drive	Greenwood	IN 46142	317/535-5491
Jablonski,Dennis R	8737 Monroe	Munster	IN 46321	219/836-2215
Jackson,Christopher E	9407 Maze Rd	Indianapolis	IN 46259	317/862-1114
Keenan,Randall B	8428 Brennan Ct.	Fishers	IN 46038	317/776-3682
Kester,Christopher R	2713 N Jongkind ParkRoad	Laporte	IN 46350	219/325-3538
Kinnison Jr,Marion E	3419 Courtwood	Ft Wayne	IN 46815	260-437-2969
Kramer,Kristopher L	1405 N Mann Ave	Muncie	IN 47304	765/286-5352
Lewis,David M	8469 North 620 East	Syracuse	IN 46567	574-834-7064
Martin,Gerald L	300 E. Elm Street	Haubstadt	IN 47639	812/768-6934
Mascari,Michael Charles	4533 Hickory GroveBlvd	Greenwood	IN 46143	317/422-5972
Mindiola,Joseph A	172 Mill Springs	Coatesville	IN 46121	765-386-6566
Mollencupp,Floyd E	943 N. Madison	Kewanna	IN 46939	574/653-2094
Nix,Greggory L	9631 Reindeer	Ft Wayne	IN 46804	260/432-5476
Novicki,T. Joe	5910 Paradise Drive	Martinsville	IN 46151	317-422-1813
Phares,John R	6109 South Handy	Bloomington	IN 47401	812-322-6704
Poe,Christopher A	3000 Mary Lane	W Terre Haute	IN 47885	812/535-3799
Ramp,Dale	13469 Bloom Rd	Moreshill	IN 47032	812/744-3131
Reed,Trey S	409 Advance South Ma	Jamestown	IN 46147	317-557-3734
Reese,David W	12145 Sycamore Drive	Indianapolis	IN 46236	317-823-5717
Riffey,Eric R	7505 Miller StPO Box 23	Buck Creek	IN 47924	765/589-8699
Roman III,Michael	662 Halleck Way	Indianapolis	IN 46234	317/271-2186
Salmon,Christopher J	3063 Ja Dee Lane	Greenwood	IN 46143	317/422-1084
Sapp,Donald R **	5100 Clover Creek Dr	Greenville	IN 47124	812-823-6190
Schelstraete,Aaron M	20927 Osborne Rd	Lakeville	IN 46536	574/291-3758
Schlie,Dave E	6716 Monterey Ct	Ft Wayne	IN 46819	260/747-7702

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Franchisees as of January 1, 2011

Name	Address	City & State	Zip	Home Phone
Schwartz Jr,David E	1214 Harvest Ridge B	Memphis	IN 47143	812/294-1290
Sherrard,James G	1123 St Rt 1	West Harrison	IN 47060	812-576-1104
Steenport,Thomas G	9711 St. Joe Road	Ft Wayne	IN 46835	260/486-4115
Stewart,Jonathan	2610 W. Sycamore Bea	Angola	IN 46703	260-615-9418
Temple,David R	613 N 275 E	Columbus	IN 47203	812/376-0111
Trapp,Joseph H	560 E. Arnotts Drive	Rennselaer	IN 47978	219-866-7540
Wallace,Matthew S	5132 West Lilac Lane	New Palestine	IN 46163	317/861-0177
Weisheit,Kevin G	781 E. 520 N.	Jasper	IN 47546	812-695-5405
Wells,James M	4098 E Scotland Road	Kirklin	IN 46050	765-325-2513
Westfall,Dennis	4191 East 400 South	Laporte	IN 46350	219/369-1493
White,Thomas J	2345 1/2 Broadway	Anderson	IN 46012	765/622-0268
Winter,Steve J	7080 N Michigan Rd	Fairland	IN 46126	317/395-6193
Wolyniec,David B	124 Christy Lane	Kokomo	IN 46901	765/868-1174
Arndt,Elec T	2714 College Avenue	Davenport	IA 52803	563-505-4399
Avaux,David R	6902 Roseland Drive	Urbandale	IA 50322	515-278-5186
Barker,Timothy A	4962 North Range Ct	Dubuque	IA 52002	563/588-0874
Beenken,Lynn R	Po Box 714	Spencer	IA 51301	712/580-5589
Behrens,Douglas W	1108 S. Glass Street	Sioux City	IA 51106	712-276-2151
Burress,Brien D	6357 High Point Ct	Davenport	IA 52806	563/386-5104
Carswell,John B	2174 200th Street	Boone	IA 50036	515-460-6736
Crews,Gary D	1651 S 35th Street	West Des Moines	IA 50265	515/224-5868
Elbert,Terry G	1330 28th Avenue N	Fort Dodge	IA 50501	515/955-2380
Goede,Donald D	314 S Minnesota	Algona	IA 50511	515/295-7888
Goss,Tom E	372 255Th St	West Branch	IA 52358	319/643-5439
Haverkamp,Thomas M	715 E Bloomington St	Iowa City	IA 52245	319/337-6833
Hawks,John C	4832 N Dayton Avenue	Ames	IA 50010	515/233-4836
Hlas,Larry D	1956 70th Street	Van Horne	IA 52346	319/228-8610
Hutchinson,Duane D	1140 Maben	Garner	IA 50438	641/923-2318
Jenkins,Marvin J	6613 Hwy F-48W	Newton	IA 50208	641/792-6426
Kay,Duane F	2525 Timber Ave	Charles City	IA 50616	641/228-6265
Kay,Philip R	2210 Aspen Avenue	Waverly	IA 50677	641/330-3617
Klein,Justin L	923 Washington	Lineville	IA 50147	641/344-5515
Kucera,Brian G	411 Cobblestone Dr N	Cedar Rapids	IA 52405	319-390-3519
Liske,Matthew J	5907 W. Kimberly	Davenport	IA 52806	563/370-7133
Mauss,Daniel R	4410 Hwy. 146	Grinnell	IA 50112	641-236-8274
McCracken,Jay Dean	4180 NW 46th Place	Des Moines	IA 50310	515/276-6785
Megrath,Paul E	2273 Glasgow Road	Fairfield	IA 52556	641/472-4060
Mitchell,Michael D	3851 34th Street	Des Moines	IA 50310	515-279-6349
O'Donnell,Todd M	1875 Sugaridge Dr	Marion	IA 52302	319-377-6213
Ritter,Corey A	9051 - 207th Avenue	Anamosa	IA 52205	319/363-1349
Rohe,Donald G	117 E 13Th St	Carroll	IA 51401	712/792-6037
Schmit,John E	102 E Austin Street	Rockwell City	IA 50579	712/297-5182
Schutte,Roger	10986 Redwood Ave	Davenport	IA 52804	563/381-4523
Seamans,C. Mark	7086 Worcester Rd	Palo	IA 52324	319/396-2518
Shollenbarger,Tony R	2503 7 Mile Rd	Charles City	IA 50616	641/228-1763
Small,Steven M	10810 NW 105th CT	Granger	IA 50109	515-999-4058
Snider,Russell D	1905 9th Avenue	Camanche	IA 52730	563-259-9013
Sorensen,Theodor A	2675 205th Street	New Hampton	IA 50659	319/238-7651
Stoll,Darin P	1388 362nd Ave	Goose Lake	IA 52750	563-577-2444
Stuchel,Mark D	21389 360th Street	Earlham	IA 50072	515/834-2069

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Franchisees as of January 1, 2011

Name	Address	City & State	Zip	Home Phone
Thorson, Grant R	913 7th Street	Sheldon	IA 51201	712/324-1557
Till, David J	2722 W 35th Street	Davenport	IA 52806	563/391-1689
Tschetter, Jeremy R	229 W Main Street	Fremont	IA 52561	641-799-8554
Tschetter, Jerry	11051 111th St.	Ottumwa	IA 52501	641/682-2500
Wellington, Earl D	145 Green Meadows Drive	Washington	IA 52353	319-863-0013
Williams, Gary T	10138 165th Avenue	West Burlington	IA 52655	319/753-3181
Ade, Marty J	2102 N 155th Rd	Concordia	KS 66901	785/243-1682
Becker, Mark J	9693 N E 10th Street	Murdock	KS 67111	785-422-2122
Campbell, Laurie D	221 S Oak	McPherson	KS 67460	620/241-6759
Carter, Curtis L	15700 E 119th St South	Mulvane	KS 67110	316/777-1995
Casey, Michael A **	8918 East Clubside C	Wichita	KS 67206	316-683-6899
Courtney, James Roger	8821 W 131st Pl	Overland Park	KS 66213	913/681-2453
Cranston, Roger D	15 Oak Valley Dr	Manhattan	KS 66502	785/537-8079
Eastman, James Martin	4926 Memory Lane	Wichita	KS 67212	316/946-9475
Eck, Robert L	307 N. Oak Street	Home	KS 66438	785/799-3427
Fisher, Matthew	125 East 15th Street	Hutchinson	KS 67501	620-727-2596
Foster Jr, David D	609 Senior Street	Waverly	KS 66871	785/733-2145
Gatlin, Theodis R	851 S. Clearwater Cr	Olathe	KS 66061	913-360-9779
Hafliger, Glenn	25007 J Rd.	Wakeeney	KS 67672	785/743-5613
Hiltunen, Brian A	4611 Chouteau	Shawnee	KS 66226	913/441-1837
Hudson, Henry L	3000 Lincolnshire	Topeka	KS 66614	785-273-2251
Hurd, Phillip D	4489 N Wasserman Way	Salina	KS 67401	785/825-5682
Hurt, Douglas C	7316 Goddard Street	Shawnee	KS 66203	913-636-2206
Huss, Bernie	1313 N 1082 Road	Lawrence	KS 66046	785/842-5298
Kennedy, David A	1944 West Radio Lane	Arkansas City	KS 67005	620/442-1005
Knowles, William Kris	400 E. 17th	Hutchinson	KS 67501	620-662-4192
Lentz, Ronald H	11211 W 49th St	Shawnee	KS 66203	913/681-2309
Maxwell, Scott D	306 E Irene	Salina	KS 67401	785/823-3645
Mays, Gilbert D	2521 Yellowstone Court	Wichita	KS 67215	316/721-6150
McDougal, John H	825 Lane Drive	Colby	KS 67701	285/462-2963
Overman, William Scott	213 Prairie Lane	Wellsville	KS 66092	785-883-2638
Pando, Eduardo	2806 Academy Ave	Dodge City	KS 67801	620-624-4931
Powell, David H	8138 Hardy	Overland Park	KS 66204	913/649-0577
Rumold, Anthony A	5858 Sw 26th Terrace	Topeka	KS 66614	785/273-2654
Seibel, Michael E	3301 SW Indian Hills Road	Topeka	KS 66614	785-478-3515
Smith, Charles Dryden	6200 West 86th St.	Overland Park	KS 66207	913-648-6803
Strickland, Daniel D	1030 South Holly Dri	Liberal	KS 67901	620-629-7758
Whetstone, Gary	PO Box 3935840 N 3rd St	Garden City	KS 67846	620-275-8173
Williams, Michael D	2532 E 43rd Avenue	Hutchinson	KS 67502	620-669-9268
Barr, David Lee	690 Barr Greenwell Rd	Payneville	KY 40157	270-496-4471
Branstetter, Lee W	409 Elk Street	Munfordville	KY 42765	270-834-6201
Broering, Craig	104 Bufflehead Ct	Georgetown	KY 40324	502-867-7713
Brundage, James L	38 Woodland Way	Grayson	KY 41143	304/208-2630
Burnsworth, Mark D	82 Beth Court	Elizabethtown	KY 42701	270/832-7039
Castle, Michael G	3811 KY RT 3224	River	KY 41254	606/789-8074
Clifford, Charles J	142 Kendall Branch R	Cynthiana	KY 41031	859-588-5510
Collier, John A	1416 Caudell Rd	Stanton	KY 40380	606/663-1171
Curran Jr, Arthur L	417 Dawson Hill Rd	Louisville	KY 40299	502/239-4035

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Name	Address	City & State	Zip	Home Phone
Demyan, Kyle A	3370 Rochester Rd	Beaver Dam	KY 42320	270/314-1545
Gallant II, James	100 Berry Gentry Lan	Scottsville	KY 42164	270/239-4455
Hammontree, Joseph D	Rt 2 Box 76	Pineville	KY 40977	606-524-2153
Hinton, Jerry W	261 Beaver Mound Rd	Glasgow	KY 42141	270/646-4590
Hodges, Jonathan	5102 Heather Hill Rd	LeGrange	KY 40031	502/222-9192
Humfleet, Joseph J	3135 W Hwy 190	Pineville	KY 40977	606-337-7290
Johnson, Michael J	2148 Highway 882	Ezel	KY 41425	606/726-5639
Kremer, David A	4319 Taylorsville Rd	Louisville	KY 40220	502/499-2003
Langton, Brett J	6300 Hayden Bridge Road	Owensboro	KY 42301	270/229-1981
Mann, Heather L	573 Chillicoop Rd	Sheperdsville	KY 40165	502/387-0661
Marinelli, Michael W	4310 Rice Springs Road	Kevil	KY 42053	270-462-2777
McGarry, Mike E	1205 Wolfe Ave.	Louisville	KY 40213	502/380-0552
Milburn, Anthony J	2085 Twain Ridge Dr	Lexington	KY 40514	859/296-2836
Milburn, John W	1421 Mt Rainier Dr	Lexington	KY 40517	859/271-5486
Mitchell, David G	990 Royster Robards Rd	Robards	KY 42452	270/835-7216
Montgomery, Jamie D	116 Norton Dr.	Richmond	KY 40475	859/514-1928
Noon, James A	9311 Justine Ct	Louisville	KY 40299	502/266-6683
Skidmore, Gregory N	3440 Kelley Road	Kevil	KY 42053	270/462-2573
Smith, James Rickey	210 Hickory Hills Drive	Livermore	KY 42352	270/278-9772
Taylor, Tracy W	365 East Lexington A	Danville	KY 40422	859/421-4645
Vance, Gerald T	4333 Bayberry Dr	Louisville	KY 40216	502/447-2508
Warren, David S	955 Morris Road	Sadieville	KY 40370	502/863-9273
Whitaker, James O **	6115 Cedar Hill Lane	Florence	KY 41042	859/371-1814
Whitaker, Kevin	3688 Rector Rd	Morning View	KY 41063	859/359-4270
Blanque, David Andrew	3508 Wanda Lynn Dr	Metairie	LA 70002	504/888-4758
Carter Jr, Raymond A	955 Stonewall Frierson Road	Frierson	LA 71027	318/797-2395
Castille, Gerald G	34107 Fountain View	Walker	LA 70785	225/665-4466
Drago, David A	6 Macomb	Kenner	LA 70065	504/467-6718
Eppinette, Robert D	1753 Prairie Rd	Monroe	LA 71202	318/388-4656
Fryer, John R	120 Stanley Williams	Rayville	LA 71269	318-728-2984
Gerrald, Stanley W	5243 Lake Island Lan	Shreveport	LA 71107	318-425-3945
Harding, Gary	102 Longwood Court	Pearl River	LA 70452	985-863-6014
Hebert, Tildon C	207 Shady Park Dr	Lafayette	LA 70508	337-981-3996
Hicks, Paul D	113 Mona Kay Lane	Houma	LA 70364	504/868-9125
Long III, James W	1904 Frankel Ave	Metairie	LA 70003	504/885-0741
Louwien, Michael L	6040 Fox Chase Trail	Shreveport	LA 71129	318-686-5774
Meynard, Lionel V	25 Acadia Street	Kenner	LA 70065	504/466-3632
Reeves, David	310 Caldwell Road	West Monroe	LA 71291	318-267-0241
Rock, Aaron A	18070 Woodhaven Driv	Prairieville	LA 70769	225-662-4878
Rock, Alton L	6025 Parkhaven	Baton Rouge	LA 70816	225/751-8386
Steen, Kerry T	158 Metairie Lawn Dr	Metairie	LA 70001	504-302-8665
Verrette, Davis A	1001 Linwood Avenue	Metairie	LA 70003	504/455-7827
Whittington, Max M	4244 Raven Way Drive	Zachary	LA 70791	225-658-6400
Wilson, Paul M	15668 Marjorie Drive	Baton Rouge	LA 70819	225-335-2813
Young, David L	77259 Donnie Road	Folsom	LA 70437	985-796-0864
Allen, Scott W	8 Prescott Ridge	Bridgton	ME 04009	207/841-2864
Baker, William E	78 Rocky Rd	Northport	ME 04849	207-338-2824
Beaulieu, Brian M	185 Watson Mill Road	Saco	ME 04072	207-571-9344

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Name	Address	City & State	Zip	Home Phone
Bickford,Michael V	223 Kimball Pond Rd	Vienna	ME 04360	207/293-3949
Brissette,Joe D	208 Lacroix Rd	Peru	ME 04290	207-562-7529
Crandall,Calvin T	RFD1 Box 708	Oakfield	ME 04763	207-757-8648
Daries,Raymond J	176 Eaton Ridge Rd	Holden	ME 04429	207-989-1107
DeLapp,David S	736 Ross Corner Road	Shapleigh	ME 04076	207-247-8855
Dunn,Richard J	665 Wings Mills Rd	Mt Vernon	ME 04352	207-495-2035
Hersom,Troy K	967 Cross Point Rd	Edgecomb	ME 04556	207-882-4283
Johnson,Gregory D	19 Hutchins Street	Saco	ME 04072	207-283-1983
Johnson,Lukas G	8 Bowker St.	Machias	ME 04654	203-263-7176
Krim,William J	341 Main Street	Fryaburg	ME 04037	207-935-3017
Maines,Joseph R	177 Warwick Street	Portland	ME 04102	207-774-9618
McAfee Jr,James W	21 Pine Tree Road	Brewer	ME 04412	207/989-1732
Parlin Jr,Stanton W	182 Vienna Road	New Sharon	ME 04955	207-779-0816
Pedersen,Karl D	617 Whitefield Rd	Pittston	ME 04345	207/215-3005
Poulin,Michael P	5 Cantara Ave	Saco	ME 04072	207/284-0381
Richards,Franklin W	63 Charles Dr	Holden	ME 04429	207/989-6623
St Peter,Aaron R	516 Lambert Road	Brewer	ME 04412	207/478-9847
Taylor,Douglas T	5 Sequoia Lane	Scarborough	ME 04074	207/883-3777
Young,Preston I	570 Bog Road	Vasselboro	ME 04989	207/923-3198
Young,Ryan P	8 True Road	Raymond	ME 04071	207/923-3198
Anders,Ronald Carroll	3565 Ady Rd	Street	MD 21154	410-836-3121
Babkoff,Ronald W	11318 Daysville Road	Frederick	MD 21701	301-304-0155
Bender Jr,Berwyn G	8006 Bellhaven Ave	Pasadena	MD 21122	410/437-3632
Bowman,Patrick A	9202 Bessie ClemsonRoad	Union Bridge	MD 21791	301/898-3578
Bramble III,Charles E	109 New Jersey AveNW	Glen Burnie	MD 21061	410/553-6631
Buttrey,Choya R	2711 Lock Haven Dr	Ijamsville	MD 21754	301/865-3602
Care,Ronald S	100 Tarks Lane	Severna Park	MD 21146	410/544-0837
Creaghan,Michael	23517 Pocahontas Dr	Laytonsville	MD 20882	301/253-9441
Crotty Sr,Keith W	8610 Dangerfield Rd	Clinton	MD 20735	301/856-9285
Dicke,Philip J	2517 School House La	Baltimore	MD 21219	410/477-5150
Dimig,John Marles	6765 Cortina Drive	Highland	MD 20777	301/854-3382
Dorsey,Michael A	926 Grandin Ave	Rockville	MD 20851	301/315-9047
Gifford,Michael L	18909 Middletown Rd	Parkton	MD 21120	443/823-0111
Griffey,Joey L	1197 Ramblewood Driv	Annapolis	MD 21409	410-693-3155
Hacunda,Paul E	5109 Old NationalPike	Frederick	MD 21702	301/473-5493
Hann,Alan T	2435 Gibson Road	Forest Hill	MD 21050	410/893-6743
Heineman,Stephen J	7000 Connection Rd	Kingsville	MD 21087	410/817-4167
Hogan,Robert K	2192 Hallmark Ct	Gambrills	MD 21054	410/721-4807
Hurlock Jr,Kenneth L	5533 Lecompte Rd	Rhodesdale	MD 21659	410/943-3881
Johnson,Jeffry L	6018 Suzanne Rd.	Waldorf	MD 20601	410-507-4114
Johnson,Philip T	8271 Meehling Rd	Pasadena	MD 21122	410/439-3323
Kennard,stephen D	86 Red Fox Dr	Elkton	MD 21921	410-398-9778
Kernan,Howard	1632 Riverdale Drive	Edgewater	MD 21037	410/798-5930
King Jr,Charles L	6080 Biggs Farm Plac	Laplata	MD 20646	301-609-8400
Knowlton,Peter J	710 Governor BridgeRoad	Davidsonville	MD 21035	301/261-7254
LaBelle,Noah D	25281 Goldsboro Rd	Henderson	MD 21640	410-820-5071
Lyvers,Matthew Wayne **	5345 Long Beach Rd	St Leonard	MD 20685	410/257-3222
Marshall,Bruce F	6125 Owings Beach Rd	Deale	MD 20751	410/867-2996
Marshall,Paul W	4930 Solomons IslandRoad	Harwood	MD 20776	410/867-7866
Martin,Dean A	12029 Stevens Avenue	Smithsburg	MD 21783	301/824-7183

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Name	Address	City & State	Zip	Home Phone
McGovern, Mark A	164 Long Drive	Queenstown	MD 21658	410/827-0977
McIntire, Bud	48 Topeka Rd	Conowingo	MD 21918	410-658-9847
McQueeny, Hugh F	12482 Barnard Way	West Friendship	MD 21794	410/489-5945
Moser Jr, Leo H	7513 Sparrows PointBlvd	Baltimore	MD 21219	410/477-9495
Murphy Jr, Michael W	7840 Shore Drive	Preston	MD 21655	410/820-4421
Powell, David M	20040 Landis Rd	Hagerstown	MD 21740	301-733-0521
Prkna, Michael K	8600 Oak Road	Baltimore	MD 21219	410/477-4825
Redlack, Robert E	12927 Meadow View Dr	Darnestown	MD 20878	301/527-1482
Ross, Robert G	1208 Highview Drive	Annapolis	MD 21401	410/643-1444
Rucker, Brian A	5791 Alfran Dr	Mt Airy	MD 21771	301/704-7318
Ryan Jr, John F	105 Ednor Road	Silver Springs	MD 20905	301-260-2950
Ryan, Robert J	3220 Hayloft Ct	Woodbine	MD 21797	301/854-5535
Sayers, William R	326 Oakway Court	Joppa	MD 21085	410-679-2405
Schmidt, Richard R	1083 Rocks Spring Rd	Conowingo	MD 21918	410/378-2104
Schuh, Jeffrey J	12130 Preston Drive	Lusby	MD 20657	410/326-0585
Simms Jr, James E	4020 Cassell Blvd	Prince Frederick	MD 20768	410/535-1391
Smith, Jonathan David	18 Steamboat Landing Lane	Warwick	MD 21912	410-775-6134
Smith, Phillip J	1428 Bay Head Rd	Annapolis	MD 21401	410/757-9822
Stanley, Shaun	1150 Bloom Road	Westminster	MD 21157	443-375-8977
Stelfox, Brett D	517 Bruce Avenue	Odenton	MD 21113	410-674-6152
Stenger, Donald W	3941 Old Rocks Road	Street	MD 21154	410-399-0383
Strength, Kevin L	3226 Art Hall Lane	Pasadena	MD 21122	410/439-3387
Sutton, David S	5316 Sudley Rd	West River	MD 20778	410/867-1308
Tallman, Eric N	10217 Owen Brown Rd	Columbia	MD 21044	410/964-5458
Uebel, Richard C	4301 Spring Ave	Halethorpe	MD 21227	410/536-9016
Unkart, John B	7229 River Dr Rd	Baltimore	MD 21219	410/388-2084
Wade, Keven Carter	12929 Woodburn Drive	Hagerstown	MD 21742	301/733-5657
Wallace, Richard D	5813 Adamstown Rd	Adamstown	MD 21710	301/874-3821
Ward, Robert J	4005 Tulip Ct.	Huntingtown	MD 20639	410-535-5573
Weippert, John J	9319 Rum Ridge Road	Delmar	MD 21875	410-896-3680
Yatchyshyn, Dean	631 N. Mechanic St	Cumberland	MD 21502	301/729-6069
Young, Gary P	24741 Cutsail Drive	Damascus	MD 20872	301-253-3907
Youngblood, Daniel N	14909 Paradise Stree	Frostburg	MD 21532	301-463-5234
Alexander, Paul M	19 Richardson Road	Hudson	MA 01749	978-562-5998
Allen, Robert G	188 River St.	Bernardston	MA 01337	413-648-5397
Anderson, Steven K	30 Elmwood Street	South Grafton	MA 01560	508-839-0498
Andrade, Joshua R	15 Dighton Ave	Taunton	MA 02780	508/977-2472
Bava, Frank A	56 Spencer Street	Agawam	MA 01001	413-786-2337
Beaudoin, Keith E	52 Pigeon Hill St	Rockport	MA 01966	978/546-2629
Berthiaume, Brian G	4 Brian Avenue	Webster	MA 01570	508/943-9972
Berthiaume, Kenneth M	11 Indian Lane	Webster	MA 01570	508-943-5813
Cassidy, William P	197 Worcester Road	Princeton	MA 01541	978/464-2840
Cisternelli, Stephen R	12 Adrienne Road	East Walpole	MA 02032	508/660-1514
Clifford, Shaun	3 Zina Road	Hudson	MA 01749	508/229-2482
Cook, Thomas	35 Romoli Ave	Attleboro	MA 02703	508/399-7627
Cram Jr, Robert F	85 Peter Blossom Ln	West Barnstable	MA 02668	508/362-5216
Crampton, Kevin M	35 South Bedford Str	Woburn	MA 01801	781-933-5539
Day, Alan H	12 White Street	Raynham	MA 02767	508-823-6138
Dean, David	350 Flagg Street	Bridgewater	MA 02324	508-697-7387
Debernardi, Donald	50 Wimbledon Circle	Waltham	MA 02454	781-890-2011

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Name	Address	City & State	Zip	Home Phone
Degre, Dean J	27 Albee Road	Millville	MA 01529	508-446-2555
Dennen, Richard A	98 New Street	Rehobeth	MA 02769	508-252-3788
Desjarlais, James M	10A Jasmine Road	Medway	MA 02053	508-533-5152
Egan, Michael G	7 Morrisey Drive	Carver	MA 02330	508-866-6081
Ekmalian Jr, James G	355 Trafton Rd	Springfield	MA 01108	413-737-3777
Fales, Stephen R	516 Boxford Road	Bradford	MA 01835	978/372-8381
Feeney, Jeffrey S	76 Pearl Street	Hanson	MA 02341	781-294-4946
Franks, Larry Kim	47 Norwood Street	Greenfield	MA 01301	413/774-2484
Gibbons, Michael J	1 Michaels Road	Lynn Field	MA 01940	781-334-4546
Gilroy, Todd M	200 Central Turnpike	Sutton	MA 01590	508/865-6376
Greene, Albert	15 Joshua Rd	Wrentham	MA 02093	508-384-3103
Guerriero, William F	25 Stacy Lane	Hanover	MA 02339	781-826-8062
Hall, Bruce R	452 Union Street	Braintree	MA 02184	781-843-0252
Hatzigiannis, Dimosthenis P	9 Cypress Rd	Medford	MA 02155	781/391-3660
Hatzigiannis, Efstratios P	25 Gavin Circle	Andover	MA 01810	978/475-0675
Hopkins, Michael E	1562 Sassquin Avenue	New Bedford	MA 02745	508-998-1799
Hourin, Michael J	15 Hickory Rd	Braintree	MA 02184	781/843-5375
Hulbert, Douglas G	15 Fowlers Ln	Ipswich	MA 01938	978-356-3017
Jackson, Joseph D	858 Williams St.	N. Dighton	MA 02764	508-669-6437
Jackson, Michael J	25 Marlise Dr.	Attleboro	MA 02703	508/695-5907
Jannette, Joseph J	17 Bullard Road	North Brookfield	MA 01535	508-867-6127
Jaques, Jeffrey F	19 Wetherell St	Newton	MA 02464	617-332-6186
Jezierski, James S	576 School St	Webster	MA 01570	508-943-7363
Kevorkian, Charles J	1026 Belmont St	Watertown	MA 02172	617-489-2408
Lafreniere, Anthony	48 Green Dr	N Attleboro	MA 02760	508-695-2967
LeBlanc, Stephen G	154 Farnsworth Road	Templeton	MA 01468	978/939-5643
Marek, Anthony D	12 Keene St	Stoneham	MA 02180	781-438-1950
McDonough, Mark F **	805 Eames Way	Marshfield	MA 02050	617-909-0347
McGurr, Charles F	92 Bay Road	Norton	MA 02766	508-285-2263
McNeil, John S	16 Wellington St	Braintree	MA 02184	781-356-7778
Montecalvo, Francis P	472 Central Turnpike	Sutton	MA 01590	508-865-9515
Moran, Robert J	10 A Street	Reading	MA 01867	781-944-5226
Neves, Kevin J	7 Penny Lane	Milford	MA 01757	508-482-5547
Noyes, Brian	175 Freedom Street	Hopedale	MA 01747	508/478-2931
Paul, Brian D	3 Cherry Road	Beverly	MA 01915	978-927-9368
Peters, David R	2 Olde Stable Lane	North Easton	MA 02356	508-238-4724
Peterson, Ralph H	15 Ruddy Duck Lane	East Harwich	MA 02645	508/430-2919
Picard, Aaron M	32 Stony Brook Road	Weston	MA 02493	781-790-1152
Pickett, Stephen H	22 Aspen Street	Brockton	MA 02302	508/894-8215
Pontes, Steven	138 Forest Street	North Dighton	MA 02764	508/824-3903
Reed, Thomas A	167 Robin Hill Road	Chelmsford	MA 01824	508/256-6834
Sermos, Evan K	6 Carriage Hill Road	Andover	MA 01810	978/470-8570
Shangraw, Scott Maxwell	20 Middle St	Attleboro	MA 02703	508/399-5057
Snay, Brian A	114 Packard Hill Rd	Ashburnham	MA 01430	978/827-4667
St Mary, Mike	284 Hillside Rd	Westfield	MA 01085	413/562-9353
Stanton, William	125 Cross Street	Norwell	MA 02061	781-659-2056
Stickney, Douglas P	888 Haverhill Street	Rowley	MA 01969	978/852-1685
Tortora, Steven	60 Bellevista Avenue	Mansfield	MA 02048	508/339-7374
Tubbs, Michael D	128 Balsam Street	Fairhaven	MA 02719	860/857-6774
Urban, John F	290 Dunstable Road	N Chelmsford	MA 01863	978/251-3232
Wallace, James J	#2 Sunset Ave	North Reading	MA 01864	781/858-4827
Walter, Jeffery M	30 Scott Rd	Lanesboro	MA 01237	413/447-3945

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Franchisees as of January 1, 2011

Name	Address	City & State	Zip	Home Phone
Wile, Robert R	59 Lakemans Lane	Ipswich	MA 01938	978-356-8025
Young, Dave H	6 Russell Lane	Easthampton	MA 01027	413/527-6604
Abner, Jeff W	8780 McCain Rd	Parma	MI 49269	517/531-3353
Annis Jr, James L	6632 E. Hwy M-89	Richland	MI 49083	269/629-5757
Auld, James D	27829 Marilyn	Warren	MI 48093	586-756-5224
Barkley, John L	7090 Ann Arbor Rd	Jackson	MI 49201	517/522-4606
Behm, James M	23420 Crescent Ridge	New Boston	MI 48164	734-552-8822
Bizzocchi, Danny P	16325 Millar Rd	Clinton Twp	MI 48036	586/412-1962
Browning, Wayne V	25942 DutchSettlement	Dowagiac	MI 49047	269/783-1324
Brykalski, Joseph C	1028 Arbroak Way	Lake Orion	MI 48362	248/666-1973
Ciochetto, Terese M **	850 Tonys Lane	Ishpeming	MI 49849	906/486-4129
Clark, John D	3556 O'Hara	Carleton	MI 48117	734/654-2271
Clements, Jim S	3640 N Shimmons Cir	Auburn Hills	MI 48326	248/377-2635
Cole, Eric Todd	3507 S 35th MileRoad	Cadillac	MI 49601	231-779-8146
Cousino, Kent W	8673 Mary Meadows	Temperance	MI 48182	734/850-8114
Cross, Duane E	7560 N Orleans Rd	Orleans	MI 48865	616/761-3361
Daum, Allen L	1306 S. May Street	Bay City	MI 48706	989-892-5358
Dein, Scott B	30667 Triangle Drive	Gibraltar	MI 48173	734/692-2890
Denton, Cliff	612 3rd Street	Traverse City	MI 49684	231/271-5125
Derderian, Ronald	7018 Vernon Street	Dearborn Hts	MI 48127	313/565-6640
DiCarlo, Craig A	903 East Second St.	Monroe	MI 48161	734-242-7047
Farrell, Tim	3244 Erskine Rd	Twin Lake	MI 49457	616/866-4980
Fluty, Joseph L	6245 Hess Road	Saginaw	MI 48601	989-992-1757
Gehrig, Thomas	14278 Keiber Rd	Greenville	MI 48838	616/225-1508
George, Robert B	10990 Stegman Forest	Rockford	MI 49341	616/863-6868
Good, David E	821 Oberlin Rd	Gladwin	MI 48624	989-426-2175
Grattan, Kevin M	4483 Egnor	Cedar Springs	MI 49319	616/696-9849
Hall, Bill Bryan	8564 Holton DuckLake Rd	Holton	MI 49425	231/821-0331
Harding, Michael P	38312 Maple Drive	Clinton Township	MI 48038	586-980-7630
Hartsuff, Thomas Eugene	9778 Coleman Rd	Haslett	MI 48840	517/339-3042
Hartsuff, William G	10826 Kingsland	Eaton Rapids	MI 48827	517/663-3598
Healy, Larry V	12409 E Bristol Rd	Davison	MI 48423	810/653-8725
Healy, Richard J	7038 E. Coldwater	Davison	MI 48423	810/653-1212
Helder, David Lee	0-186 Jackson StreetSw	Grandville	MI 49418	616/534-8791
Helmuth, Landon T	4540 Hunt Club Drive	Ypsilanti	MI 48197	269-491-1247
Heroy, Leonard W	23572 Shurte St.	Cassopolis	MI 49031	574-612-7026
Hillier, Gary S	11511 Kent Street	Washington	MI 48094	586-781-4481
Holton, Randy Ray	16681 152nd Ave	Spring Lake	MI 49456	616/846-5542
Jacobs, Jeremy D	12437 North State Rd	Otisville	MI 48463	989-795-2869
Jacobs, John	7473 Jordan Rd	Grand Blanc	MI 48439	810/695-4614
Kautz, Dennis Michael	136 North Black Rive	Croswell	MI 48422	810-304-2598
Keillor, Michael	1418 Nelson	Whitehall	MI 49461	616/894-8636
Kleehammer, Gary J	27560 Ponchartrain	Harrison Township	MI 48045	586/465-1379
Lamay, Ernie	1886 E. Hubert Road	Spruce	MI 48762	989-471-2590
Lauber, Bruce	19805 Gill Road	Livonia	MI 48150	248/477-0889
Lavallee, Douglas A	1017 Huntly Rd	Niles	MI 49120	269/687-2720
Lehnert, Kurt T	9503 Jack Pine Drive	West Olive	MI 49460	616-875-2775
Lenning, Michael W	2764 North Harrison	Harrison	MI 48625	989-539-6942
London, David J	607 E Sleights Rd	Traverse City	MI 49686	231/941-1687
Lorey, William	15165 S. Seymour	Linden	MI 48451	810/735-9539

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Franchisees as of January 1, 2011

Name	Address	City & State	Zip	Home Phone
Lute, Richard John	781 E Harrison	Alma	MI 48801	989/463-6504
Macewen, Ernest W	PO Box 414	South Rockwood	MI 48179	734/379-9899
Machiela, Jack Arlyn	3740 88th Ave	Zeeland	MI 49464	616/772-9214
Magyar, Gary M	47755 Royal PointeDr	Canton	MI 48187	734/459-5839
Mahoney, Anthony C	914 Capital S.W.	Battle Creek	MI 49015	269/963-5063
Malin, Leon J	2360 Wagonwheel Stre	Jenison	MI 49428	616/240-6559
Mandigo, Vaughn D	66200 Meyers Rd	Sturgis	MI 49091	269/651-4492
Marion, Michael J	73619 Dequindre	Leonard	MI 48367	586/752-6068
Marsh, John D	3093 N Meridian Rd	Sanford	MI 48657	989/687-7836
Martz, Travis P	3066 Chaminade Court	Grandville	MI 49418	616/881-1620
Mayo, Allen L	5000 Fruit Ridge Ave	Grand Rapids	MI 49544	616/240-6873
McCray, David W	1222 S Magruder	Shepherd	MI 48883	517/773-3859
Metzger, Brian J	3305 Baum Rd	Au Gres	MI 48703	517/876-7817
Morse, Kristopher J	4431 S Morrice Rd	Owosso	MI 48867	517/719-3612
Mosher, William H	9243 Beard Rd	Laingsburg	MI 48848	517/675-7937
Mossman, Lance	3233 N. Irish Rd	Davison	MI 48423	810/964-7446
Natrass, Michael B	13735 Spruce Street	Southgate	MI 48195	734-282-3933
Nichols, John A	1840 West River Roa	Niles	MI 49120	269/684-5495
Nichols, Scott C	125 N. Lima Center R	Dexter	MI 48130	989-942-1454
O'Connor, Micheal Dennis	808 Dow Rd	West Branch	MI 48661	989/345-0577
Olesky, Michael J	18526 Westbrook Driv	Livonia	MI 48152	248-982-9868
Palmer, William M	2447 North Hacker Rd	Howell	MI 48855	517/540-9984
Parshall, Jeffrey A	655 Hamman Rd	Reading	MI 49274	517/296-4367
Perpich, Thomas Micheal	790 N Eckhardt Rd	Central Lake	MI 49622	231-938-9105
Peterson, Christian D	5006 I.75 Lane	Escanaba	MI 49829	906/789-3569
Petrilli, Thomas J	5231 Renee Court	Fowlerville	MI 48836	517/223-0875
Pyke, Don H	58633 Christopher Rd	Ray Twp	MI 48096	810/786-1868
Quinn, John A	8778 Schroeder RdPO Box 234	Ottawa Lake	MI 49267	734/854-4365
Raad, John L ** Additional franchise	17374 Millar	Clinton Township	MI 48036	586/263-1253
Raad, John S	17374 Millar	Clinton Twp	MI 48036	586/263-1253
Rizzolo, Matt L	3614 Alamo Ave	Kalamazoo	MI 49006	269/383-7159
Rosema, Russell J	1035 E 98th Street	Grant	MI 49327	616-675-4174
Schlaire, Kevin R	4833 Sawmill Lake Rd	Ortonville	MI 48462	248/627-5603
Schwalm, Bradley R	9589 Ausable Rd.	Saint Helen	MI 48656	989/389-3475
Scofield, Robert Alan	6710 Gran Via	Rockford	MI 49341	810-625-4733
Seeley, Bryce D	6499 West Lake	Elmira	MI 49730	231-585-6271
Shreve, Douglas J	14720 21 Mile Rd	Marshall	MI 49068	269/789-0043
Smalley, Aaron	3675 Purdy Rd	Bad Axe	MI 48413	989/395-0016
Snyder, Daniel	8748 Eastern SE	Byron Center	MI 49315	616/554-6488
Soss, Lloyd H **	8502 Brown Street	Ottawa Lake	MI 49267	419-376-4910
Spainhower, Terry Lee	11365 O'Dell Road	Linden	MI 48451	810/735-7362
Stach, Robert J	3207 Highland Blvd	Highland	MI 48356	248/887-2804
Stacy, Dennis P	5135 Green ArborPO Box 502	Genesee	MI 48437	810/640-1028
Steinbrick, Thomas	5193 Durnham	Waterford	MI 48327	248/408-1217
Stone, Ronald H	9110 Dixboro Rd	South Lyon	MI 48178	248/486-4739
Summerer, Allen E	814 Glenview Dr	Plainwell	MI 49080	269/685-3441
Swank, Michael	1152 Vassar	South Lyon	MI 48178	248/767-9692
Swendsen, Robert	5011 Paula	Clarkston	MI 48346	248/625-1294
Taylor, Todd	2541 N Lake PleasantRd	Hillsdale	MI 49242	517/439-0345
Timmers, William L	4280 Three Mile RdNE	Grand Rapids	MI 49525	616/365-8044
Trevas, Kenneth B	6337 Argentine Rd	Howell	MI 48855	517/546-5356
Vinette, Thomas B	31750 McNamee	Fraser	MI 48026	810/296-7524

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Name	Address	City & State	Zip	Home Phone
Wilcome,David K	PO Box 693	Mt Clemens	MI 48046	586/954-1539
Woods,Robert B	4217 Phillips	Metamora	MI 48455	810-797-5998
Yurkovich,David Donald	29331 Tamarack	Flat Rock	MI 48134	734/782-4769
Abraham,Eric A	19670 Orchid St NW	Oak Grove	MN 55303	763/753-3396
Alfords,Tim S	27933 112th Street	Zimmerman	MN 55398	763/856-0070
Bornholdt,John R	41177 Shanghai Rd	Le Center	MN 56057	507-357-6682
Bromley,Jason V	10607 Washburn Avenu	Bloomington	MN 55431	952/888-9722
Carbone,Steven D	6647 Crackleberry Co	Woodbury	MN 55129	651-503-1452
Couch,Gary G	11401 Stoneridge Cir	Dayton	MN 55327	612/427-4499
Dobesh,Robb P	8609 Trista Lane E	St Bonifacius	MN 55375	952-446-8190
Engebretson,Michael D	703 Ridgewood Road	Grand Rapids	MN 55744	218/326-9771
Erickson,Steve C	5253 45th Ave NE	Kandiyohi	MN 56251	320-231-3746
Field,James P	21770 Wagon WheelTrail	Lakeville	MN 55044	952-461-2520
Gerlach,Gerry	3910 6th St. So.	Moorhead	MN 56560	317/844-0549
Guldenaar,Russell E	1818 243rd Ave N.W.	St. Francis	MN 55070	763-433-7389
Haney,James M	7135 Lower 170thCourt W	Rosemount	MN 55068	952-431-9764
Highet,Jamie C	1919 1st St NW	Rochester	MN 55901	507/398-9628
Hoffmann,Donald J	40 Thomson Rd	Esko	MN 55733	218-879-1694
Hogan,Jeffrey J	5875 Upper 182nd Str	Farmington	MN 55024	763-218-8164
Jennen,Jerome M	17628 250th St	Fergus Falls	MN 56537	218/736-3866
Johnson,Rodney K	14174 65th St So.	Hastings	MN 55033	612/386-7432
Kalina,Neal E	10465 275th Ave	Lowry	MN 56349	320/283-5294
Lemmerman,Edward A	100 Sandpiper Drive	Mankato	MN 56001	507-345-3193
Lux,Craig M	1125 124th Circle NW	Blaine	MN 55413	763/754-1515
Margo,Aaron J	1320 Earle Way	Burnsville	MN 55306	952-898-5695
Mathison,Steve A	17530 218 Ave. North	Big Lake	MN 55309	320/254-3277
McAfee,James P	16468 2nd Street N	Lakeland	MN 55043	651/436-2118
Millar,Jeffrey L	38858 265th StreetSW	Fisher	MN 56723	218/891-2287
Miller,Paul R	39177 190th St	Green Isle	MN 55338	507-326-5121
Miller,Wade C	16232 Wake StNE	Ham Lake	MN 55304	763-413-5250
Moes,Shawn M	59706 205th Street	Litchfield	MN 55355	320-693-0167
Motschenbacher,Brent J	17945 330th Ave	Detroit Lakes	MN 56501	218/847-3327
Nelson,Scott A	4300 Tonkawood Road	Minnetonka	MN 55345	952/938-0533
Nichols,Mark A	2666 English St	Maplewood	MN 55109	612/486-2932
Olson,Benjamin J	14713 Boysenberry Co	Rosemount	MN 55068	651-303-7968
Ommodt,Douglas C	2095 70th St SW	Montevideo	MN 56265	320/269-5605
Pomerenke,John R	25880 Freeborn Ave	New Prague	MN 56071	952-758-5686
Preese,Sean D	2204 Garfield St.	Minneapolis	MN 55418	612/788-5717
Radecki,Rick W	7217 Cartisian Ave N	Brooklyn Park	MN 55428	763/533-2575
Radziwill,Michael L	4447 Helena Way Nort	Oakdale	MN 55128	651-773-3504
Rockstad,Erick T	22215 Cedar Dr	Oak Grove	MN 55011	612/282-0071
Rosas,Daniel C	4936 Valley Drive NW	Rochester	MN 55901	507-261-9841
Schmaltz,John J	21351 York St	Elk River	MN 55330	763/442-4575
Schmitt,Daniel K	8850 Klien Drive	Waconia	MN 55387	952-442-4979
Sherman,Thomas W	5845 Jersey Ave N	Crystal	MN 55428	763/533-8302
Sieve,James F	11850 195th ave	Hanska	MN 56041	507/439-6247
Stahl,Michael J	10523 Chestnut Cr	Champlin	MN 55316	763/427-5650
Stein,Jeffrey G	670 Benton Street	Anoka	MN 55303	763/421-6460
Stevens,Kenneth W	6320 11th AveSW	Rochester	MN 55902	507/281-3290
Stevens,Kevin L	1242 Granite Ct	Shakopee	MN 55379	952/403-0196

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Name	Address	City & State	Zip	Home Phone
Sween, Daniel N	308 Grand Ave Box 298	Grand Meadow	MN 55936	507/754-5458
Van Overbeke, John A	804 Woodfern Dr.	Marshall	MN 56258	507/537-0674
Walby, Timm A	11808 Zion Street NW	Coon Rapids	MN 55433	763-757-2867
Wolf, Bradley J	2014 Meadow Street	Cologne	MN 55322	952-466-5858
Bell, Michael E	901 Easterly Drive	Brandon	MS 39042	601/591-5052
Besinger, Rodney N	4538 Austin Road	Nesbit	MS 38651	662/781-4545
Boyd, Billie V	110 Peyton Cove	Salttillo	MS 38866	662-242-6659
Chadwick, Charles W	50116 Calvary Church Rd	Amory	MS 38821	662/256-5096
Davis, Joel V	4590 Pleasant Hill R	Nesbit	MS 38651	901-461-1218
Edlund, Christopher A	209 Hickory Ridge Dr	Florence	MS 39073	601-497-0435
Farabee, Steven Wayne	9704 Briar Crest Lane	Van Cleave	MS 39565	228-452-6479
Fricker, Donald S	Box 15 Hwy 7 North	Abbeville	MS 38601	662/236-1811
Gentry, Richard S	8494 Lakeview Drive	Olive Branch	MS 38654	662-895-0992
Henderson, Roger D	7 CR 523	Corinth	MS 38834	662/462-7713
Huckaby, David E	1140 B Highway 9 Wes	Banner	MS 38913	662-413-4430
Leitch, William J	7094 Timber Trail	Southaven	MS 38672	662/349-9982
Mire, James F	39 Green Wood Plantation Rd	Natchez	MS 39120	601/446-5793
Moak, Craig L	1120 Quail Ridge Dri	McComb	MS 39648	601/250-4676
Moore, Robert H	3205 Rosebrook Circl	Southaven	MS 38672	662-890-5496
Murray, Robert W	500 Royal Street	Edwards	MS 39066	601-852-4076
Murray, Shelby D	800 Newit-Vick Dr	Vicksburg	MS 39180	601/488-0326
O'Quinn, Gregory	1203 Beinvilleville Street	Tupelo	MS 38801	662/840-4456
Parker, Gary D	194 Burntbridge Rd	Ellisville	MS 39437	601/425-3149
Saucier III, Larry E	18326 Pineridge Trail	Saucier	MS 39574	228/539-2109
Simmons, Bobby H	325 Paulette Rd	Macon	MS 39341	662/726-2540
Taylor, David M	2056 Carruth Drive	Summit	MS 39666	601/248-7177
Thomas, Randall L	18262 Dara Hills Rd.	Gulfport	MS 39503	228/831-2915
Tolbert, Richard L	600 Hwy 42 East	Petal	MS 39465	601/545-7443
Walls, Jerry Dale	1308 CR 178	Coila	MS 38923	662/455-2208
White, Timothy N	196 Raymond Purvis R	Pelahatchie	MS 39145	601-214-8765
Allison, Steven E	7020 SE 80th Road	St Joseph	MO 64507	816/253-9810
Armstrong, William R	3050 Chadwick Dr	Florissant	MO 63033	314/288-8995
Bernhardt, Warren D	12704 Birch Dr	Diamond	MO 64840	417/623-2331
Bly, Richard G	1802 York Ridge Cour	Chesterfield	MO 63017	314/680-1600
Boswell, Mark D	6965 North Farm Road	Springfield	MO 65803	405/756-2842
Brown, Daryl R	1770 Derhake Road	Florissant	MO 63033	314-921-3687
Brundage, Gregory P	10714 North Farm Road 141	Brighton	MO 65617	417-742-0876
Bush, Joseph V	8625 Hoover Rd	Platte City	MO 64079	816-532-0839
Cobb, Daniel C	8 Golden Eagle Drive	High Hill	MO 63350	636/359-1945
Cole, Jeff D	815 East 33rd Street	Joplin	MO 64804	972-824-7485
Crider, Mark	356 Daniels Estate D	Union	MO 63084	636-583-7916
Cunningham, Todd A	185 Tonya Street	Jackson	MO 63755	573-450-8970
Dannenmueller Jr, Daniel L	9975 North Route E	Harrisburg	MO 65256	573/814-2803
DeRochey, Rocke A	22226 Lawrence 1090	Monett	MO 65708	417/235-6003
Elliott, Michael L	P.O. Box 274	Potosi	MO 63664	573-438-8978
Franklin, Kevin L	379 Frannie Kay Driv	Williamsville	MO 63967	573-998-2199
Gabbert, Bryan K	425 Claymont Dr	Ballwin	MO 63011	314/849-2210
Graf, Stephen C	12008 Old St Charles Rd	Bridgeton	MO 63044	314/298-0225

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Name	Address	City & State	Zip	Home Phone
Guffey, Chad J	3333 Highway 24 West	Huntsville	MO 65259	660-277-5246
Hanna, Mark D	10175 State Rt C	Savannah	MO 64485	816/324-4887
Hemme, Kent D	2506 NE Quail WalkCourt	Blue Springs	MO 64014	816/228-6330
Hoefler Jr, Wyman Y	2703 Luce St	Cape Girardeau	MO 63701	417/724-9853
Holloway, Michael S	308 Deanna Lane	Warrenton	MO 63383	636-456-6508
Hubbard, Michael G	145 Royallpraire Lan	O Fallon	MO 63366	636-240-3839
Ishmael, Timothy L	12610 NW 145th Terra	Platte City	MO 64079	816-464-2705
Jones, Jason A **	1289 Ridge Road	Troy	MO 63379	314-486-8739
Kelly, Dale E	2063 Carriage Drive	Nixa	MO 65714	417/725-5413
Kleoppel, Randol R	5358 Gibson	Odessa	MO 64076	816/230-7292
Logan, Howard J	3 Pioneer Point Ct.	St Charles	MO 63303	636-939-9383
Long, Steven C	9016 E 73rd Street	Raytown	MO 64133	816-353-2709
Magdaz, James A	200 Gloria Court	Branson	MO 65616	417/263-5678
Mann, Pearce R	1 El Caballo	Weldon Springs	MO 63304	314/441-8573
McWhorter, Timothy	5125 N Harvey Lane	Springfield	MO 65803	417/833-5191
Metzen, Steven M	8118 N. Hickory	Columbia	MO 65202	573/474-1130
Moore, Bruce R	1464 Noche Lane	Fenton	MO 63026	636-225-6877
Moore, Craig B	644 SW County Road B	Centerview	MO 64019	660-492-7627
Moore, Jerry D	12650 E Remie Rd	Centralia	MO 65240	573/696-3498
Nekuda, Larry	1305 Dunwich	Liberty	MO 64068	816/792-2842
O'Grady, Bryan R	1906 S. W. 4th Stree	Lee's Summit	MO 64081	816-525-1394
Pearcy, Brent J	18175 S. Old Route A	Hartsburg	MO 65039	573-636-7276
Reisenbichler, Jason D	9357 S. Hwy 61	Perryville	MO 63775	573/788-2879
Robison, Gregg D	8077 Varner Rd	Odessa	MO 64076	816/633-5598
Rogers, Stacy J	5574 Private Road 82	West Plain	MO 65775	417-256-7627
Schuster, Benjamin J	25030 Arthur Ln	Sedalia	MO 65301	660-829-2886
Scoggins, Derek J	8356 Coffman Rd.	Farmington	MO 63640	573-747-0477
Smith, Wade N	500 S. Hughes	Hamilton	MO 64644	816-583-2815
Stillwell, Daniel P	210 Front St	Grain Valley	MO 64029	816/522-9636
Tiffany, Mike R **	13432 Garden Circle	St. Louis	MO 63128	314-842-7252
Weilbrenner, Larry	19426 316th Avenue	Canton	MO 63435	573-288-5573
White, Denis M	3037 Athena Oaks	DeSoto	MO 63020	636/586-3087
White, Terry G	19 Forest Hill Dr	Salem	MO 65560	573/729-3255
Boland, Erik D	13870 Sapphire Drive	Lolo	MT 59847	406/258-6986
Charette, Albert J	9 East Chinook Court	Columbia Falls	MT 59912	406-892-0628
Ebert, Michael Sean	P.O. Box 1132	Great Falls	MT 59403	406-452-4978
Everhart, Robert E	76 Red Deer Lane	Great Falls	MT 59404	406/268-1072
Giskaas, Emery Jerome	PO Box 1770	Great Falls	MT 59403	406/761-4223
Hansen, Leo D	1305 St. Johns Avenu	Billings	MT 59102	406-880-6332
Hazen, Travis D	108 East River Rock	Belgrade	MT 59714	406-600-6567
Hoggatt, Gary R	3415 Quincy Street	Butte	MT 59701	406/494-1155
Jahner, Brian L	5816 Jay Lane	Missoula	MT 59803	406-251-5254
Macy, John	98 Olive Tree Way	Belgrade	MT 59714	971-219-5447
Merrill, Kent	1645 Mullan Trail	Missoula	MT 59808	406/721-4855
Popp, Charlie T	2494 Kottas Court# 15	East Helena	MT 59635	406/227-6804
Rhodes, Joseph L	1721 Maurine St	Billings	MT 59105	406/248-2475
Rigler, Brett D	PO Box 1044	Frenchtown	MT 59834	406-626-4539
Thomson, Greg	5920 Creek View	Shepard	MT 59079	406-373-9343
Vine, Dean W	11 Frontier Drive	Bozeman	MT 59718	406/587-6272
Youree Jr, Jimmie L	21 Lakeview Dr	Billings	MT 59105	406-256-2203

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Franchisees as of January 1, 2011

Name	Address	City & State	Zip	Home Phone
Barnes, Curtis W	11685 Fowler Ave	Omaha	NE 68164	402/493-4715
Butler, Timothy L	56644 Hwy 98	Wayne	NE 68790	308/635-7475
Cowardin, Spencer L	2305 S. 165 Street	Omaha	NE 68130	402-505-4489
Cowell, James R	27257 385th Ave	Monroe	NE 68647	402/495-3300
Cross, Gary L	117 East S St	Ogallala	NE 69153	308/284-4687
Egger, Lance Leo	6201 Saddle Creek Trail	Lincoln	NE 68523	402/421-9096
Foley, Edward J	4935 Bison Run	Kearney	NE 68845	308/236-9719
Horton, Donald J	5720 Abbey Court #34	Lincoln	NE 68505	402-309-4033
Jenkins, James E	10918 No. 51st St	Omaha	NE 68152	402/451-6392
Kohle, Ryan J	P.O. Box 272	Stuart	NE 68780	402/340-5537
Korte, Craig M	1033 S. Pine St	Grand Island	NE 68801	308/550-0652
Kulhanek, Lowell John	708 S Scottlane	Lexington	NE 68850	308/324-6170
Lage, Jacob D	7815 N. 153rd Street	Bennington	NE 68007	402-504-4477
Larson, Allen W	405 E Eighth St PO Box 423	Stromsburg	NE 68666	402/764-7101
McCarragher, Brian D	4253 Shanna Street	Grand Island	NE 68803	308/382-2069
Moore, Gregory Case	2920 So. Willow	North Platte	NE 69101	308/534-4889
Oltmanns, Dean C	12848 Valley St	Omaha	NE 68144	402/697-1186
Rasmussen, Thomas F	5203 North 126th Str	Omaha	NE 68164	402/660-8171
Richards, Terry R	5800 West Yankee Lak	Denton	NE 68339	402/525-6995
Rodgers, David W	1955 Dixie Trail	Lincoln	NE 68527	402/484-5576
Rodgers, Jared A	515 Hastings Ave	Norfolk	NE 68701	402-750-9900
Scheuffele, Justin R	602 West 18th Street	Kearney	NE 68845	308-234-9896
Schleu, Rocki	6210 S 109th Street	Omaha	NE 68137	402-339-5204
Seina, Ross S	8123 Raven Oaks Driv	Omaha	NE 68152	402-991-0603
Thomas, Jeff D	415 South Smith Ave	Kenesaw	NE 68956	402/752-3621
Vallette, David R	7457 370th Trail	Rushville	NE 69360	308/327-2745
Van Velson, Carlin J	50120 Hilyard Drive	Mitchell	NE 69357	308-635-4997
Wade, Scott A	12401 Bobwhite Trail	Crete	NE 68333	402-381-0042
Wendt, Steven John	486 N 15th St	David City	NE 68632	402/367-3211
Witt, Bradley T	5010 Lake Forest Dri	Papillion	NE 68133	402-968-6543
Adams, Anthony J	1405 Woodmore Street	Las Vegas	NV 89134	702/255-6897
Baglione, Alexander	4251 East Rawhide St	Las Vegas	NV 89120	702/434-3390
Bautista, Francisco	7878 Tulear Street	Reno	NV 89506	775/971-3526
Cooley, Ronald W	772 Spring Valley Pa	Spring Creek	NV 89815	775-753-0911
Foster, Michael J	11185 Fairfield Ave.	Las Vegas	NV 89183	702/396-2936
Geiger, Michael A	1122 Teal Point Dr.	Henderson	NV 89074	702/436-0656
Gerry, Andrew J	241 W. National Stre	Winnemucca	NV 89445	775-304-8792
Grable, Donald K	7537 S. Rainbow Blvd#107	Las Vegas	NV 89139	702/260-7756
Jahnke, Chris S	4880 Canyon Dr	Reno	NV 89519	702/747-6276
Lawrence, David George	4713 Estate Ranch	North Las Vegas	NV 89031	702/873-0908
Maga, Dean J	80 Chacon Ct	Sparks	NV 89441	775-425-3659
Martinez, Carlos E	7321 Brawell Dr.	Las Vegas	NV 89128	610/500-9039
McConnell, Robert V	1061 Golden Splendor	Henderson	NV 89002	702-401-2661
Moore, Harold F	128 Katy Court	Las Vegas	NV 89145	702/658-2073
Oldenburg, Aaron T	9356 W. Gilmore Ave.	Las Vegas	NV 89129	702-877-0083
Raifaisen, Michael D	4290 Great Falls Loop	Reno	NV 89511	775/851-3265
Ruskowitz, David A	2010 S Tenaya Way	Las Vegas	NV 89117	702/255-0117
Savant, Kevin D	352 LSF #5	Spring Creek	NV 89815	775-744-2444
Sliffe, Michael D	4740 Nambe Drive	Las Vegas	NV 89121	702-435-2571
Stewart, Michael R	972 Farrier Court	Gardnerville	NV 89410	775/790-4566

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Franchisees as of January 1, 2011

Name	Address	City & State	Zip	Home Phone
Stitt,Bradley J	1020 Jimmy Circle	Las Vegas	NV 89123	702-269-8229
Van Der Wall,Seigurd	4345 Toro Court	Reno	NV 89502	775-825-7351
Wiles,David Leroy	1617 So Deer Run Rd	Carson City	NV 89701	775/884-3475
Bartley,Jonathan H	539 High St	Candia	NH 03034	603/483-0882
Belanger,Randy A	221 Bible Hill Road	Hillsboro	NH 03244	603-464-4454
Berthiaume,Jeffrey E	29 Bates Road	Merrimac	NH 03054	603/624-9001
Blado, Irving	Po Box 72	South Newbury	NH 03272	603-938-2678
Bradbury,Alfred	RR #2 Box 677	New Ipswich	NH 03071	603/878-3570
Bresciano,Paul Joseph	93 Mooar Hill Road	Hollis	NH 03049	603/465-6118
Corea,Christopher M	23 Willow Street	Pelham	NH 03076	603/635-8292
Ellis,Kevin E	PO Box 436	Lebanon	NH 03766	603-448-6471
Garnett,David A	116 Hutchinson Rd	Chichester	NH 03258	603/798-5645
Gauffin,David A	29 Carriage Hill Rd	Hancock	NH 03449	603-525-4159
Goins,Wilbur L	77 Old Post Rd	Newington	NH 03801	603-436-2489
Graham,Dennis F	18 Rolling Hill Rd	Hampstead	NH 03841	603-329-6725
Heintz,Michael Jason	948 Hill Rd	Franklin	NH 03235	603-366-4390
Joyner Jr,Robert L	22 Justin Dr	Danville	NH 03819	603-382-5570
Loiselle,Keith R	478 North PembrokeRoad	Pembroke	NH 03275	603-224-6627
Manseau,Darrin E	11 Pond View Drive	Auburn	NH 03032	603-587-0617
McMaster,Kenneth J	77 Freeman Hall Rd	Nottingham	NH 03290	603/942-7487
Moreno,Paul A	8 Wildwood Lane	Salem	NH 03079	603/898-0515
Nattila,Steven S	489 NH Rt 12 N	Fitzwilliam	NH 03447	603/242-6686
Paradiso,Eric J	7 Misty Lane	Pelham	NH 03076	603-635-9105
Pellerin,Jules A	135 Tina Drive	Pembroke	NH 03275	603/485-4889
Pino,Steven J	206 Meredith Neck Rd	Meredith	NH 03253	603-279-4536
Querci III,Joseph	15 Spring Brook Dr	Hampstead	NH 03841	603/329-7447
Ryll,Edward Alan	225 Pond Brook Road	West Chesterfield	NH 03466	603/256-3225
Ryll,Kevin E	243 Old Rochester Rd	Somersworth	NH 03878	603/969-5987
Schultz,Shawn M	219 West High Street	Somersworth	NH 03878	603-502-1955
Sepessy III,Henry L	41 Dow Rd	Epsom	NH 03234	603/736-4628
Sepessy,Douglas A	88 Arizona Street	Manchester	NH 03104	603-627-9684
Swanton,David R	4 Moulton Drive	East Hampstead	NH 03826	603/895-0231
Swenson,David J	25 Oak Hill Dr	Loudon	NH 03307	603/224-6211
Vance,Shelby S	414 Joppa Hill Road	Bedford	NH 03110	603-345-0674
Wedick,Steven J	389 Winona Rd	New Hampton	NH 03256	603/279-5010
Whitcher,Jason M	51 Ivie Lane	Bethlehem	NH 03574	603-869-9911
White,Vincent R	68 Peaslee Road	Merrimack	NH 03054	603-429-3827
Zawisza,Stephen A.	518 Old Shaker Road	Loudon	NH 03307	603-783-0490
Acevedo,Christopher A	205 Prospect Ave Apt	North Arlington	NJ 07031	201-704-0176
Allen,Douglas L	P.O. Box 5196	Weehawken	NJ 07086	201-864-2236
Andolino,Peter	9 Klimback Court	West Caldwell	NJ 07006	973/618-0224
Argalas,Barton	20 Green Valley Dr	Greenbrook	NJ 08812	908/922-3865
Arzberger,Kenneth E	14 Snapper Avenue	South River	NJ 08882	732-390-0206
Barbera,Robert	34A Garden Drive	Elmwood Park	NJ 07407	201-791-9271
Barley,Michael F	176 Breakness Drive	Mount Laurel	NJ 08054	856-642-0997
Bird,Michael K	658 Mount Laurel Rd	Mount Laurel	NJ 08054	856/722-1920
Bock,Timothy J	1506 Spruce HillsDrive	Glen Gardner	NJ 08826	908/537-4895
Boss,James Glenn	124 Center St	Pompton Lakes	NJ 07442	973/839-2540

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Name	Address	City & State	Zip	Home Phone
Brennan,Greg P	1431 Kenney Street	Forked River	NJ 08731	609/693-1467
Brennan,Joseph	4 Beekmeer Place	Flanders	NJ 07836	973/213-8222
Brooks,David G	10 Deer Trail	Tabernacle	NJ 08088	609-801-0488
Cannata,Salvatore A	24 Kiwi Loop	Howell	NJ 07731	732/919-0237
Casler,Kenneth	58 North Watchung Dr	Hawthorne	NJ 07506	551/206-6374
Castano,David	478 Township Line Rd	Hillsboro	NJ 08844	908/281-9072
Cleffi,Christopher A	12 Hillary Terrace	Succasunna	NJ 07876	973-252-2834
Crowley,Jon	10 Glencrest Drive	Newton	NJ 07860	973-579-3763
Crutchley,Richard H	5 Ithaca Court	Hamilton	NJ 08690	609-587-3320
DeLuca,John F	45 Sutton Drive	Brick	NJ 08724	732-608-3936
Della Sala,George	436 Corson Tavern Rd	Ocean View	NJ 08230	609-624-7662
Della Sala,Matthew G	27 Annapolis Drive	Marlton	NJ 08053	856/874-9365
Dion Jr,Thomas M	128 Willow Grove	Shamong	NJ 08088	609-268-7932
Dodd,Leigh P	6 Winters Street	Oakland	NJ 07436	201-337-9164
Doumar,Albert L	55 Hillside Dr	Totowa	NJ 07512	973-956-7150
Douvris,Anthony S	434 Margherita Place	Brick	NJ 08724	732-899-1509
Dutton,James E	1725 East Grant Ave	Vineland	NJ 08361	856/691-9024
Fowler,Doug	63 Lark Dr	South River	NJ 08882	732/390-0752
Freeman,William A	378 Jeffries St	Perth Amboy	NJ 08861	732/826-4370
Frye,Richard J	5 Deborah Lane	Aberdeen	NJ 07747	732-583-1330
Gervasio Jr,Francis J	191 Hillside Avenue	Berkley Heights	NJ 07922	908-464-5449
Graeff,Gary B	27 Sycamore Drive	Medford	NJ 08055	609-654-8001
Grimaldi,David M	126 Avon Ave	South Plainfield	NJ 07080	908/757-3374
Grisham IV,Theodore V	2100 New Albany Rd	Cinnaminson	NJ 08077	856/786-1248
Hamway,Michael	755 Ringwood Avenue	Pompton Lakes	NJ 07442	973-835-7223
Hasher,Alan	30 Walnut Alley	Edgewater Park	NJ 08010	609/877-7451
Hennessey,Robert J	40 Dogwood Lane	Emerson	NJ 07630	201-265-7433
Hlywa,Michael	12 Long Hill Road	Newton	NJ 07860	973-300-1117
Hoffman,Robert J	718 Howard Avenue	Wenonah	NJ 08090	856-468-2667
Jacobs,Russell S	514 Woodland Ave	Brielle	NJ 08730	732/528-7013
Jelonek,Joseph P	29 Newark Ave.	Spotswood	NJ 08884	732-251-1310
Kabbash,Douglas P	29 Cole Haven Terrac	Montague	NJ 07827	973/293-1097
Killmeyer,James F	111 Woodbury Drive	Egg Harbor Townshi	NJ 08234	609/847-1226
Kleinot,Joseph P	231 Willow Ave	Pompton Lake	NJ 07442	973-616-7797
Kleinwaks,Larry B	2704 Lighthouse Lane	Parlin	NJ 08859	732/721-2818
Knothe,Daniel J	9 Clauss Ave	Paramus	NJ 07652	201-445-7997
Kobesky,Gregg	915 Deer Run	Newton	NJ 07860	973-579-9246
Krazer Jr,Curtis W	513 Ellis Road	Milford	NJ 08848	908-995-9162
Krincek Jr,Vincent P	37 Shadylawn Drive	Madison	NJ 07940	973-377-6146
Krueger,Stephen M	210 Elmira Trail	Hopatcong	NJ 07843	201-317-9639
Laite,Chris A	PO Box 460	Tranquillity	NJ 07879	973/691-2595
Leslie,Jason M	119 Woodland Avenue	Keansburg	NJ 07734	732-620-0859
Liebenow,Bill	23 Mccampbell Rd	Holmdel	NJ 07733	732-946-8525
Loffredo,Nicholas R	126 Willow Grove Rd	Vincentown	NJ 08088	609/654-5318
Maista,Michael J	112 Hillcrest Ave	Hilltop	NJ 08012	856-401-0008
Mancuso,John	49 Circle Drive	Oak Ridge	NJ 07438	973-697-4861
Maurer,Michael W	17 Beaver Avenue	Annadale	NJ 08801	908-730-6778
Mazzio,Tony	24 Winfield Circle	Sewell	NJ 08080	856/232-5224
McCann Jr,James J	5744 BerkshireValley Rd	Oak Ridge	NJ 07438	973/208-8998
McGrady,Jim	7 Red Hill Road	Warren	NJ 07060	908-604-6272
McKee,Joseph	416 High Street	Runnemedede	NJ 08078	215-669-7702
Menner,Mark Francis	969 Adams Pl	Washington Townshi	NJ 07675	201/722-0503

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Name	Address	City & State	Zip	Home Phone
Mollabegiri,Skender	255 Hillcrest Ave	Wood Ridge	NJ 07075	201-939-1696
Mullan,James E	11 Two Penny Run	Pilesgrove	NJ 08098	856-769-4065
Murray III,James J	291 Highfield Lane	Nutley	NJ 07110	973-667-0152
Natale,Joel A	4 Lind Drive	Middletown	NJ 07748	732-787-2875
Pansa,Michael J	299 Factory Rd	Cedarville	NJ 08311	856/447-3558
Peckmore,Douglas L	111 Shelbern Drive	Lincroft	NJ 07738	732-747-6291
Peer,Donald	1 Fourth Avenue	Cranford	NJ 07016	908-276-0780
Perez,Wilberto	102 Ploch Road	Clifton	NJ 07013	973-279-6052
Petrella,Joe	21 New Bridge Rd	Seaville	NJ 08230	609-624-0373
Piro Jr,Santino	402 Marvin Ave	Hackensack	NJ 07601	201/342-6415
Polo,Thomas	15 Mulberry Road	Turnersville	NJ 08012	609/582-1925
Pomerance,Michael	66 Cooper Rd	Denville	NJ 07834	973/366-7602
Provenzano,Francesco	33 Cedar Drive	Rochelle Park	NJ 07662	201/843-5413
Realbuto,Gary	23 Philip Drive	Fairfield	NJ 07004	973-614-8971
Reed,Peter J	919 Summit Avenue	Westfield	NJ 07090	908/654-4479
Rinaldi,Anthony	2 Dunder Road	Edison	NJ 08817	732/248-0919
Rocco,Michael L	709 Deerfield Lane	Asbury	NJ 08802	908/713-1788
Rodriguez,Angel L	4 Eagle Lake Drive	Little Egg Harbor	NJ 08087	609-294-0196
Rosen,David L	27 Toth Lane	Rocky Hill	NJ 08553	609/252-1234
Rotondo,Richard L	178 Geary Dr.	Middletown	NJ 07748	732/787-1469
Rupp,Kevin S	604 Cornwall	Sewell	NJ 08080	856/218-7392
Saylor,Stephen B	436 Corsons TavernRoad	Ocean View	NJ 08230	609/624-8505
Schwarz,Gary M	134 Taylor Ave	Hillsborough	NJ 08844	908-392-4281
Sena,Keith T	16 Semel Avenue	Iselin	NJ 08830	732-494-1519
Skok,Ron	527 Prospect Ave	Neptune	NJ 07753	732/775-6013
Smith,William B	1307 East Main St	Millville	NJ 08332	856/327-0834
Snelgrove,Mark A	27 Phyllis Lane	Fairfield	NJ 07004	973-882-3575
Stahlman,Ricky L	55 Plow Point Rd	Pennsville	NJ 08070	856/935-3578
Stassi,Anthony V	204 Stavola Place	Maywood	NJ 07607	201-587-9159
Szapka,Jason J	100 Kilmer Road	Mahwah	NJ 07430	201/444-3832
Szapka,Robert	478 Mason Place	Paramus	NJ 07652	201/444-3832
Taormina Jr,Benedict	15 Burd Road	Pennington	NJ 08534	609-883-1782
Tomosi,Steven M	695 7th Street	Roebbing	NJ 08554	609/360-0286
Van Mater Jr,Joseph H	289 East HighlandAvenue	Atlantic Highland	NJ 07716	732/872-2176
West,Martin J	16 Quincy Dr	Oak Ridge	NJ 07438	973/208-7605
Wood,Douglas B	144 Steward Street	Trenton	NJ 08610	609/584-7787
Wyckoff,Frederick E	272 Skillman Road	Skillman	NJ 08558	609/466-7477
Blackwell,Jeffrey A	P.O. Box 1154	Pecos	NM 87552	505-577-3900
Hacker,Ernie F	162 One Horse Rd	Roswell	NM 88201	575-625-9765
Haller,James D	1215 S. 5Th	Tucumcari	NM 88401	505/461-3196
Hendricks,Derrick E	1107 E. 19th	Roswell	NM 88201	575-623-9195
Jones,Ronald D	5206 Lee Lane	Farmington	NM 87402	505-325-5183
King,Mark S	7400 Luella Anne Ne	Albuquerque	NM 87109	505/822-1289
Medina,Joe D	4068 Inca Ave	Las Cruces	NM 88005	575-647-2249
Navarette,Richard D	220 W. Silver	Hobbs	NM 88240	505/738-0263
Orozco,Eduardo	2126 Tierra DeSuenos	Alamogordo	NM 88310	575-434-1387
Pagels,Mark F	3022 Mule Farm Place	Albuquerque	NM 87105	505-250-0733
Riggins,Scott A	11 Jill Road	Clovis	NM 88101	575-791-6819
Salazar,James L	PO Box 593	Espanola	NM 87532	505/747-0383
Shambarger,John D	5775 PaseoDel Rancho	Farmington	NM 87402	505/327-6656
Strickland,Charles R	724 3rd Street NEW	Rio Ranch	NM 87124	505/836-5871

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Name	Address	City & State	Zip	Home Phone
Acuti,Nat	30 New Street	Purchase	NY 10577	914-253-9553
Albert,Kenneth J	105 Adams Street	Deer Park	NY 11729	631/274-5898
Arteca,William G	131 ShenandoahBoulevard	Nesconset	NY 11767	631-979-6082
Bacon,Michael G	510 West Franklin St	Endicott	NY 13760	607-835-6782
Bailey,David L	10460 State Rte 22	Granville	NY 12832	518-642-3261
Bardeen,Daniel K	4656 West Lake Rd	Canandaigua	NY 14424	585-396-0281
Baretsky,John	49 Astor Court	Commack	NY 11725	631/543-3491
Bariteau,Stephen J	2190 Maple Ave	Ballston Lake	NY 12019	518/882-5338
Beaulac,Mark R	104 Daniels Drive	Wampsville	NY 13163	315-761-9197
Best,Robert W	8050 W. RivershoreDr	Niagara Falls	NY 14304	716/236-0235
Bianco,Richard J	1114 Ocean Ave	Bay Shore	NY 11706	631/940-0913
Bollet,Jeffrey	22A Plumbeach Point	Sands Point	NY 11050	516/944-5710
Bologna,Dennis P	3 Lasalle Lane	Kings Park	NY 11754	631/544-7044
Bonsignore,Eugene	122 Northwood Drive	Rochester	NY 14612	585/227-2223
Boshart,Douglas F	25569 Bush Road	Calcium	NY 13616	315/788-6527
Breese,Bart G	4809 RenaissanceLane	Lockport	NY 14094	716-628-0471
Breese,James E	10 Royale Drive	Fairport	NY 14450	585/421-3822
Budd,Richard	862 State Rte 11B	Brushton	NY 12916	518/529-0268
Burke,Jeffrey E	58 Byron Way	Oakdale	NY 11769	631-244-8466
Busch,Steven J	12 Main Street	Ravena	NY 12143	518/756-9149
Caceci,Robert John	106 Forest Avenue	Nesconset	NY 11767	631-471-7694
Cali,Gary	700 Hightower Way	Webster	NY 14580	585/671-8533
Caneparo,Claudio	38 Argow Place	Nanuet	NY 10954	845/627-7015
Cartagena,Jose A	3432 Giles Place	Bronx	NY 10463	718/543-7477
Cassels,Peter	19 Sherwood Lane	Stormville	NY 12582	845/878-9848
Cassetta,Robert J	483 Grandview Ave Ap	Ridgewood	NY 11385	718-628-5522
Catello,Steve	5428 Canal St	Durhamville	NY 13054	315/363-7265
Chase,Edmond C	228 Daniels DrivePO Box 582	Wampsville	NY 13163	315/363-0134
Cirrito,Samuel K	2714 Stenzel Road	North Tonawanda	NY 14120	716/695-6610
Clark,Michael S	1325 McGraw Marathon	Marathon	NY 13803	607-849-3401
Cohen,Herbert	792 Cynthia Drive	East Meadow	NY 11554	516/489-5097
Cornell,Robert B	347 Hauser Ave	Holbrook	NY 11741	631-467-8859
Curcio,John	Po Box 425	Baldwin Place	NY 10505	914/621-2821
DaCosta,Robert J	22 Winslow Ln	Smithtown	NY 11787	631/979-0127
Davis,James M	5080 Willowbrook W	Clarence	NY 14031	716-741-2733
DeCondo,David L.	37 Hall Rd.	Hammond	NY 13646	315/324-5155
Dobias,Ronald J	6 Ackerman Ave	Suffern	NY 10901	845-357-8541
Dolan,Gregory	10 Brickyard Rd	Troy	NY 12182	518-237-4966
Donohue,Matthew K	16 Sheldon Drive	Poughkeepsie	NY 12603	845-473-1529
Duchano,Michael V	10 Brookside Drive	West Monroe	NY 13167	315/676-5602
Durand Jr,Robert D	46 Hawleys CornersRoad	Highland	NY 12528	845/256-1016
Farina,Carl	264 Claremont Avenue	Mount Vernon	NY 10552	914-664-2243
Fehn,Steven V	7 Doyle Drive	Wappingers Falls	NY 12590	845-298-1837
Fermicola,Anthony	57 Lakeview Ave	Hartsdale	NY 10530	914-948-4867
Festa,James B	228 Westminster Rd	West Hempstead	NY 11552	516-489-3994
Fico,Dennis	341 Townline Road	East Northport	NY 11731	631-486-2127
Fitzpatrick,William	40 River Road	Petersburg	NY 12138	518/658-2391
Fleischer,Joseph D	5 Dixon Woods	Honeoye Falls	NY 14472	585/359-0478
Funk,Kenneth R	1235 Main Road	Locke	NY 13092	315/497-1243
Gavidia,Tito	79-19 60th Lane	Glendale	NY 11385	718-366-5357
Giaramita,Francesco A	153-35 80th Street	Howard Beach	NY 11414	718-323-2363
Goc Jr,William J	8 St Martins Place	Buffalo	NY 14220	716/825-3429

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Franchisees as of January 1, 2011

Name	Address	City & State	Zip	Home Phone
Goc, William J	59 Edgewood Ave.	Buffalo	NY 14220	716-698-7586
Goebel, Jeffrey F	390 Everwild Lane	Macedon	NY 14502	585-760-4344
Gooch, Thomas W	1244 Swede Road	Ashville	NY 14710	716-782-2859
Graziano, Joseph	100 Fairview Ave.	Port Washington	NY 11050	516-767-9167
Graziano, Michael J	7 Colgate Dr	Smithtown	NY 11787	631/656-5647
Green, David D	5226 County Rd 1	Rushville	NY 14544	585-554-4623
Gruebel, Peter D	28 Chatham Woods Dr.	Centereach	NY 11720	516-585-3978
Curdo, Lawrence	5217 Old Oneida Rd	Verona	NY 13478	315-336-0184
Hamlin, Scott A	641 Snakehill Road	Poestenkill	NY 12140	518-283-2934
Hanrahan, Brian P	128 Fitch Road	Walton	NY 13856	607-865-7969
Hardy, Raymond M	100 Mayflower Street	Rochester	NY 14615	585/329-6934
Hassan, Scott W	5654 Bowmiller Rd	Lockport	NY 14094	716/439-4620
Henkiel, Jeffrey R	115 Richards Ave	Vestal	NY 13850	607-785-6049
Hess, Christopher E	149 Pennsylvania Ave	Medford	NY 11763	631/289-5662
Hill, Dale E	9317 Hamilton Brown	Bridgeport	NY 13030	315-633-5755
Hodgson, Weston M	11379 Southard Rd	Cato	NY 13033	315-626-2059
Hopp, Gregory M	32-32 55 th Street	Woodside	NY 11377	646/739-9138
Hulbert, Steven D	5322 State Rt 3	Mexico	NY 13114	315/963-8672
Janke, Donald	36 Vernon Avenue	East Norwich	NY 11732	516-922-5290
Janson, Ronald	17 Evergreen Drive	Manorville	NY 11949	631-878-6964
Johnson, Larry	1207 Angus Rd	Penn Yan	NY 14527	315-536-6127
Kain, Jeffrey A	18 South Park Avenue	Nanuet	NY 10954	845-215-5124
Kantor, David J	1018 Lone Pine Dr	Forestport	NY 13338	315-392-6005
Katsur, Steven	71 Central Boulevard	Merrick	NY 11566	516-379-5489
Kilroy, John J	242 Nassau Blvd	West Hempstead	NY 11552	516-481-6833
Klee, Thomas H	1162 Beekman Rd	Hopewell Junction	NY 12533	845/226-7437
Koepka, Russell S	4515 Marie Dr	Hamburg	NY 14075	716-648-4932
Kohler, Michael J	499 South Plank Rd	Westtown	NY 10998	845-355-1176
LaFountain, Henry C	127 Waite Road	Hudson Falls	NY 12839	518/747-5510
Lambiase, Michael L	3 Yorktown Lane	Stillwater	NY 12170	518/541-2351
Lane, Shawn K	609 Waukena Avenue	Oceanside	NY 11572	516-766-0544
Lang, Edward S	317 Belmont Avenue	North Babylon	NY 11703	631-893-4315
Loucks, Thomas K	41 Ichabod Lane	Ballston Spa	NY 12020	518/583-1558
Lucido, Frank	702 Nassau St.	Bellmore	NY 11710	516-815-6765
Mackie, Gordon S	709 Cross Bay Blvd.	Broad Channel	NY 11693	718-634-0426
Mallison, Richard	179 Daven Dr	Getzville	NY 14068	716-689-6433
Mango Jr, Anthony J	536 Progress Road	Gloversville	NY 12078	518-773-2940
Manuel, John G	828 Atlantic St.	Lindenhurst	NY 11757	631-226-2498
Manukian, George	158-28 80th St	Howard Beach	NY 11414	718-835-9183
Mariani, Christopher A	8 Monaco Drive	Rochester	NY 14624	585/705-2261
Maziarczyk, Martin M **	9485 Route 21 South	Wayland	NY 14572	585-384-9822
McAlister, Brian T	2147 Hillside Ave	Bellmore	NY 11710	516-783-1442
McCormick, Michael	373 Mt. Airy Rd	New Windsor	NY 12553	845-564-7083
McDowell, Michael D	31 South Lakeview Ro	Wynantskill	NY 12198	518-265-0741
McKay, Kevin J	2826 Mandalay BeachRoad	Wantagh	NY 11793	516-735-2723
Mendenhall, Chad R	4515 Westbury Rd	Wolcott	NY 14590	315/594-8065
Miller, Daniel D	124 Tardy Lane South	Wantagh	NY 11793	516-781-7314
Miller, Harvey	105 Betty Rd	East Meadow	NY 11554	516-794-7059
Miller, Robert J	423 Ave of the Stars	North Blenheim	NY 12131	518/827-7446
Mok, Bob	PO BOX 75	Radio City Stat	NY 10019	917/692-6888
Monahan, Brian K	1 Oak Tree Drive	Smithtown	NY 11787	516/353-3457
Monfre, Paul R	201 N. First Street	Sayville	NY 11782	631/589-2229

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Franchisees as of January 1, 2011

Name	Address	City & State	Zip	Home Phone
Montemurro, Joseph	25 Verdi Street	Smithtown	NY 11787	631-724-6409
Moore, Dennis R	32 Sunset Drive	Troy	NY 12182	518-235-3219
Moran, William H	54 Astor Ct	Commack	NY 11725	631-543-5214
Moza III, Thomas A	4 Dewitt Street	Ellenville	NY 12428	845/647-8761
Murray, Kevin A	6030 Newhouse Road	East Amherst	NY 14051	716-741-4872
Murrock, Terry J	Box 26321 Co Rt 160	Watertown	NY 13601	315-782-5663
Nelson, Mark D	6287 Appletree Pt Rd	Moravia	NY 13118	315-496-2205
O'Brien, John M	2486 Graffenburg Rd.	New Hartford	NY 13413	315-735-6741
Odachowski, Martin John	140 Hillside Drive	Elma	NY 14059	716-652-7833
Osborn, Matthew T	4230 Greenfield	Marion	NY 14505	585/671-6058
Pacileo, Thomas A	60 Lincoln Blvd	Hauppauge	NY 11788	631-582-8587
Paladino, Michael C	91 Westcombe Park	West Henrietta	NY 14586	585-489-3898
Palina, Joseph J	71 Florence Drive	Manorville	NY 11949	631-909-1701
Pangman, Brian J	220 Barnerville Rd	Cobleskill	NY 12043	518-234-4466
Panowich, Robert	5 Benjamin Place	Locust Valley	NY 11560	516-671-8533
Pekrul, Michael	PO Box 56	Cairo	NY 12413	518-622-8665
Perotti, Michael J	28 Long Acre Dr	Huntington	NY 11743	631-673-5714
Pfalzer, John E	6 Baker Street	Churchville	NY 14428	585/415-7041
Pfisterer, Steven M	439 Briarwood Rd	Massapequa	NY 11758	516/622-1169
Pincus, Adam	37 Edith Place	Merrick	NY 11566	516/785-2232
Popielarz, Thomas G	1724 Crescent Road	Rexford	NY 12148	518-371-0601
Primeau, Thomas G	27 N. Main Street	Broadablin	NY 12025	518-883-4586
Pullara, Frank A	71-48 71st Place	Glendale	NY 11385	718-417-4321
Raechal, Joe	7982 Davis Road	Clay	NY 13041	315/699-1415
Rand, Stanley J	22 Kennedy Road	Roslyn Heights	NY 11577	516/621-0714
Rawding, James R	119 Lathrop Road	Binghamton	NY 13903	607/772-0536
Regan, Pat	11 Audobon Dr	Ossining	NY 10562	914/923-0081
Rizzo, Christopher D	3391 Lindbergh Ave	Oceanside	NY 11572	516/536-4067
Roselli, Gino L	16 Old Indianhead Rd	Commack	NY 11725	516-375-5885
Roselli, John J	171 Grand Boulevard	Massapequa Park	NY 11762	516/795-1451
Rosengrant, Wes	628 Bromley Rd	Churchville	NY 14428	585/429-5853
Rubio, Robert	18 Frost Valley Dr	East Patchogue	NY 11772	631-617-7263
Rut, Michael J	2563 Columbus Ave	N. Bellmore	NY 11710	516-804-9076
Saladino, Michael A	232 Riley Ave	Calverton	NY 11933	631/208-3280
Samot, David	PO Box 652	East Hampton	NY 11937	631/324-8910
Sandstedt, Thomas	986 River Rd	Redhook	NY 12571	845-758-2817
Sargent, Jeffrey T	328 County Rt. 37	Central Square	NY 13036	315-676-7660
Saunderson, Anthony L	181 Lakeshore Road	Fulton	NY 13069	315-598-8590
Savoia, Kenneth R	282 Raritan Ave	Staten Island	NY 10305	718-351-6583
Schofield, Roger	7345 Balla Drive	N Tonawanda	NY 14120	716-693-1253
Schulz, Ronald P	200 Hatchery Road	Gansevoort	NY 12831	518/745-7410
Schuyler, Paul	70 Primrose Ln	Kings Park	NY 11754	631-360-8159
Scuderi, Grace A	161-04 86th St	Howard Beach	NY 11414	718/845-6980
Sculco, Richard A	1453 Wagner St	Wantagh	NY 11793	516/783-4777
Shea, Brian F	222 Wensley Lane	East Islip	NY 11730	631/581-5504
Shea, Patrick J	45 South Middletown Road	Pearl River	NY 10965	845-735-8386
Sidor, Thomas J	31 Martling	Staten island	NY 10310	718-556-5473
Sitter, Jeffery A	70 Route 96	Geneva	NY 14456	315/789-3829
Smith, Lawrence M	8587 Woodland Drive	Leroy	NY 14482	585/344-0367
Smith, Thomas E	3848 Stalker Road	Macedon	NY 14502	585/377-4212
Stark, William S	2746 Upper Mountain	Sanborn	NY 14132	716-731-7115
Stone, Richard E	3645 Harris Road	Ransomville	NY 14131	716/791-3604

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Franchisees as of January 1, 2011

Name	Address	City & State	Zip	Home Phone
Strumpf, Kevin	21 Wayside Lane	Selden	NY 11784	631/474-4160
Suarez, Edgar	89-13 168th Place	Jamaica	NY 11432	718/262-0624
Summerlin, Jeffrey C	379 Old Route 82	Craryville	NY 12521	518/851-3233
Tanzella, Charles L	33 Roberta Dr	Cortlandt Manor	NY 10567	914/739-0327
Tartaglia, Frank A	3111 Dare Pl	New York	NY 10465	718-239-1658
Tepas, John H	4850 Sawmill Road	Clarence	NY 14031	716/759-2938
Theisen, Gordon S	6843 US Highway 11	Potsdam	NY 13676	315/265-5871
Vasti, Stephen A	18 Hampton Road	North Massapequa	NY 11758	516/731-2778
Villano, Joseph J	6402 10th Avenue	Brooklyn	NY 11219	718-680-5439
Werner, George W	336 North Rutherford Avenue	North Massapequa	NY 11758	516/249-1527
Williamson, Thomas H	148 N. Tower Hill Rd	Wassaic	NY 12592	845/677-8895
Witz, Richard M	4768 Verplank Rd	Clay	NY 13041	315/699-9592
Wolf, Theodore C	1061 Bunn Hill Rd	Vestal	NY 13850	607/729-8015
Yates, Jeffrey S	3564 Orangeport Road	Gasport	NY 14067	716/772-7498
Yegerman, Richard	130 Laplante Road	West Chazy	NY 12992	518/493-2794
Yorek, Gerald	985 Mark Drive	North Bellmore	NY 11710	516/783-1198
Zufall, Scott M	1161 Willow St	horseheads	NY 14845	607/735-0337
Barras, Glen A	5325 Marengo Circle	Charlotte	NC 28216	704-398-0521
Benner, Larry	311 Smylax Lane	Wilmington	NC 28412	910/784-9151
Bergenbush, Scott J	7301 Bouldercrest Co	Apex	NC 27539	919-986-9637
Berube, David M	125 Kiger Farm Rd	Winston Salem	NC 27105	336/767-0752
Bonds, Benny D	5409 SouthNew Hope Rd	Belmont	NC 28012	704/829-0088
Bowman, Michael L	4157 Griswell Drive	Concord	NC 28027	704/652-7559
Brower, Christopher M	913 B South Main St.Box 121	Kernersville	NC 27284	336/869-8686
Brown, Susan Jan	45 Beekeeper Trail	Swannanoa	NC 28778	828-891-5450
Cain, Kevin A	1776 Arbor Grove Chu	Purlear	NC 28665	336/903-9351
Clough, Billy D	155 Brookfield Dr.	Stokesdale	NC 27357	336-427-3065
Corr, Mark S	302 Sherron Rd	Durham	NC 27703	919/596-0435
Coyle, James A	1946 Elmwood Drive	Gastonia	NC 28054	704/516-2221
Davis, Albert M	7233 Kemp Rd	Raleigh	NC 27613	919-598-6749
Davis, Robert L	2908 Waxhaw IndianTrail Rd S	Waxhaw	NC 28173	704/843-4121
Davis, Tony W	187 Raven Pine Cr.	Wilkesboro	NC 28697	336-973-3639
Delvecchio, Joseph **	9820 Blackwell Road SE	Leland	NC 28451	914/462-6240
DeTombeur, Brian K	100 Leisure Road	Hertford	NC 27944	757/223-4865
DiSalvo, David H	220 N. Harrison Plac	Fuquay Varina	NC 27526	704-996-2732
Ehresmann, Harrison M	7408 Quail Woods Rd	Wilmington	NC 28411	910-452-0871
Farnsworth, John B	2445 Autumn WoodTrail	Gastonia	NC 28056	704-869-0983
Farrell, Jeffrey Todd	5508 Deer Hunter Ct.	Garner	NC 27529	919/662-9852
Foote, Richard D	3429 Fortis Lane	Matthews	NC 28105	704/569-0236
Furches, Brian C	5615 Sandhill Drive	Winston-Salem	NC 27105	336/924-0633
Gaide, Christopher F	181 Princeton Ct.	Advance	NC 27006	336-998-4671
Garris, Robert W	581 Hicks Creek Road	Troutman	NC 28166	704/528-5138
Green Jr, Peter	2933 Manor Rd	Charlotte	NC 28209	704/578-6127
Green, Kyle M	21010 Rio Oro Dr.	Cornelius	NC 28031	704-607-5301
Halterman, Thomas M	104 Horsemans Trail	Franklinton	NC 27525	919/554-9634
Hamm, Michael L	228 Stanford RdPMB 159	Lincolnton	NC 28092	828/310-4170
Henderson, Darrel W	7244 Berkshire DownsDrive	Raleigh	NC 27616	919/875-0515
Hill, John B	849 Piney Grove Road	Deep Run	NC 28525	252-568-2716
Holland, Leland D	255 Broom Sage Drive	Angier	NC 27501	919/894-5245
Inscore, Derek	2624 Speedway Rd	N. Wilkesboro	NC 28659	336/838-7579

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Name	Address	City & State	Zip	Home Phone
Jahn,William H	18 Tarragon Place	Flat Rock	NC 28731	828-694-3785
Jones,Dale E	110 W Pettie ShoreDrive	Cofield	NC 27922	252/356-2802
Judge,Bryan J	7307 Village Acre Dr	Whitsett	NC 27377	336-595-6719
Keim,Rick L	6053 Wiggins Mill Rd	Lucama	NC 27851	252/239-0773
Kies,Thomas L	585 Ambergate Place	Concord	NC 28027	704-795-1071
Killian,Kenneth S	115 Basswood Terrace	Wilkesboro	NC 28697	336/973-3885
King,Dennis R	144 Starlight Lane	Maysville	NC 28555	910/743-2031
Klefecker,Gregory H	9805 Ten Ten Road	Raleigh	NC 27603	919/329-7998
Kritzman,Terry D	4507 James CrossingDrive	Jamestown	NC 27282	336/218-8815
Leonard,David J	131 J Bell Lane	Newport	NC 28570	252/393-2014
Leonard,Donald E	8460 Sandy Lane	Rocky Mount	NC 27803	252/977-1434
Lindsey,Tony David	PO Box 658113 West South	Littleton	NC 27870	252/586-8086
McLoughlin,Dennis P	703 Baby Doe Circle	Hampstead	NC 28443	910/270-6038
Merkel,Jeff A	228 Crimson Orchard	Moorestville	NC 28115	704-663-6728
Messier,Norman J	3218 Mountain Creek	Sherrills Ford	NC 28673	704-489-0573
Midgett,Kevin H	10397 Falling Leaf D	Concord	NC 28027	704/615-1895
Midgett,Robert M	10004 Gladwick Ct	Huntersville	NC 28078	704/895-8652
Monroe,James R	211 Falling Creek Dr	Advance	NC 27006	336-998-9123
Nisbett,Robert G	1827 Tarbert Drive	Cary	NC 27511	919/412-9663
Outen,David R	1217 E Franklin St	Monroe	NC 28112	704/283-2643
Overman,Mark L	2355 David Baptist C	Kings Mountain	NC 28086	704-678-6006
Panger,Ronald L	5527 Spearmint Drive	Mint Hill	NC 28227	704-545-3027
Peracca Jr,John L	101 Allentown Rd	Aydlett	NC 27916	252/384-3471
Petty,Claus G	2548 McFayden Rd	Fayetteville	NC 28306	910/484-8909
Piercy,Ralph C	310 Mar Joy Drive	Dunn	NC 28334	910-897-5885
Piszczor,Robert J	5200 Swisswood Dr	Raleigh	NC 27613	919/866-1135
Powell,Timothy H	227 OakGroveCloverhill Ch Rd	Lawndale	NC 28090	704/538-3576
Price,Ricky L	209 HughesPlantation Rd	Pollocksville	NC 28573	252-224-4241
Pruitt,Jeffrey Eugene	562 Fruitland Rd	Hendersonville	NC 28792	828/685-7401
Rausch Jr,Theodore A	119 River Falls	Sanford	NC 27332	919/774-0602
Richards,Robert O	3341 School Rd	Fayetteville	NC 28306	910/425-8192
Rogers,Joseph E	200 Cliffridge	Winston Salem	NC 27107	336-287-0584
Rook,Charles A	513 Jackson Rd	Mt. Airy	NC 27030	336/786-1086
Shivers,Jeffrey D	2715 Ivy Chase Road	Winterville	NC 28590	252-756-5770
Shivers,William H	2001 Carey Court	Winterville	NC 28590	252-756-1241
Short,Christopher R	4261 Yeaton Glen Cir	Winston Salem	NC 27107	336/788-6636
Stup,Michael E	138 Dairy Farm Rd	Moorestville	NC 28115	704/660-6887
Supernant,James P	4549 Millersville Rd	Taylorsville	NC 28681	828/635-3029
Tallman,Tommy C	6611 PatchworkCircle	Charlotte	NC 28270	246-847-2445
Teumer,Richard S	2411 Saguaro Lane	Kannapolis	NC 28083	704/932-5940
Tilley,Thomas William	5300 Highway 70	Mebane	NC 27302	336/403-5331
Vincent,Gary L	720 Westland Dr.	Greensboro	NC 27410	336/299-3255
Ward,Rexel A	4137 Appleton Hollow	Concord	NC 28027	205-485-2847
Wood,Kenneth W	2816 White Road	Wilmington	NC 27358	336-644-0647
Anderson,Steve	177 Dakota Street	Killdeer	ND 58640	701/764-5465
Arnold,Steven A	1511 Cottonwood Stre	Grand Forks	ND 58201	701-772-9508
Galvin,Michael D	200 29th Ave SE	Minot	ND 58701	701/838-4380
Hehr,Jesse J	1706 2nd St NE	Mandan	ND 58554	701/222-0435
Helland,David L	610 1st Ave. NW	Bowman	ND 58623	701/523-3752
Hiemer,Todd A	908-76th Ave South	Fargo	ND 58104	701-234-9302

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Name	Address	City & State	Zip	Home Phone
Pesek, Benjamin J	9652 31st Street SE	Spiritwood	ND 58481	701/646-6807
Vetter, Patrick L	7701 Northwood Dr	Bismarck	ND 58503	701-258-0189
Young, Jon A	308 6Th St E	W Fargo	ND 58078	701/492-0230
Zietz, Gary C	1631 South Main St	Minot	ND 58701	701/839-3901
Acord, Ronald E	6436 Gale Road SW	Pataskala	OH 43062	740-919-4029
Andres, Verl J	6532 Woodbury Dr	Solon	OH 44139	440/498-0874
Andrews, Thomas P	6849 Meadowood Dr	Medina	OH 44256	440/235-5772
Armbruster, Michael C	8152 Chesterton Lane	North Royalton	OH 44133	440/237-5509
Babcock, Max T	3760 Belville North Road	Belville	OH 44813	419/886-3958
Badger, Robert D	847 Twp. Road 133P.O.Box 337	West Salem	OH 44287	419/869-7011
Badger, Ryan D	9857 Hiner Road	Wooster	OH 44691	330/466-4321
Baker, Todd J	5054 Jacksontown Road SE	Newark	OH 43056	740/323-2042
Baldini, Arthur	2931 Chautauqua	Silver Lake	OH 44224	330-686-9295
Banker, David A	25485 Nichols Rd	Columbia Station	OH 44028	440/236-3897
Bartley, Gary L	12527 ST RTE 28	Frankfort	OH 45628	740/773-0444
Bruewer, John G	9616 Monroe Ave	Cincinnati	OH 45242	513/793-9526
Caldwell, Matthew W	2435 Spore-Brandywine	Bucyrus	OH 44820	419/562-3594
Cargill, Kurt A	1110 Partridge Street	Wadsworth	OH 44281	216-336-8741
Chiochetti, Thomas J	229 Center Street West	Warren	OH 44481	330/442-2832
Cole, Dustin A	8136 Patterson-Halpin Road	Sidney	OH 45365	937/492-4180
Covault, Randy L	1366 River Road	Sidney	OH 45365	937/778-1175
Cribley, Gary A	4315 County Highway	Ada	OH 45810	419-326-8681
Crider, Michael P	10755 State Route 39	Millersburg	OH 44654	330/889-3121
Dean, Alexander J	P.O. Box 56	Mt. Cory	OH 45868	419/306-9361
Denney, Michael T	1850 Oakland Hills Court	Springboro	OH 45066	937/748-3584
Dixon, William J	14016 Douglas Lane Road	Centerburg	OH 43011	740-892-0007
Donough, Gregory A	5468 Plymouth Springmill Road	Shelby	OH 44875	419-347-2377
Drake, Nicholas T	58 Page Road	Chillicothe	OH 45601	740-775-0335
Earnest, Mark T	14711 Hatfield Rd	Rittman	OH 44270	330/336-9444
Ehrhard, Robert R	6573 Smith Rd	Loveland	OH 45140	513-575-4432
Evans, Stephen A	Po Box 947	Middlefield	OH 44062	440-632-1776
Fletcher, Robert D	3236 Wilson Rd	Sunbury	OH 43074	740-965-6733
Frank, Jeff A	14602 Powell Rd	Portage	OH 43451	419/686-8371
Franklin, Paul M	254 Hearthstone Dr	Delaware	OH 43015	740/363-2908
Freeman, Charles C	56 Page Rd	Chillicothe	OH 45601	740-773-2027
Geissler, Jonathan E	883 Gearhardt Ln	Troy	OH 45373	937/339-1070
Grafft, Roger D	6274 Hedgerow Drive	West Chester	OH 45069	513-779-0484
Graham, Jeffrey L	505 Oliver Court	Cincinnati	OH 45215	513-821-8381
Gramberg, Eric J	4030 Call Rd	Perry	OH 44081	440-259-8099
Green, Martin R	9005 Blade Rd N W	Malvern	OH 44644	330/863-2821
Gunsel, Joseph S	4408 Yorkshire Rd	Parma	OH 44134	440/886-5743
Hall, Jeffrey S	1167 County Road 500	Nova	OH 44859	419/962-4028
Hamilton, Derrick A	1435 Co. Rd. 1008	Ashland	OH 44805	419-685-3966
Harris, Bradley A	2852 Maplewood Ave	Springfield	OH 45505	937/325-0550
Hayashi, Glenn D	724 Pendley Rd	Willowick	OH 44095	440/944-0015
Hedrick, Jeff F	7671 Godfrey Circle	Reynoldsburg	OH 43068	614/863-2889
Hirt, Thomas E	1740 Wonderlick Rd	Lima	OH 45805	419/999-6479
Hovis, Shane C	11575 Taylor Road	Plain City	OH 43064	614-288-8290
Hughes, Joshua B	9103 Nichols Lane Rd	Johnstown	OH 43031	614/798-8486
Hyre, Ronald E	2229 8th Street	Cuyahoga Falls	OH 44221	330-618-6008

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Franchisees as of January 1, 2011

Name	Address	City & State	Zip	Home Phone
Iaroli,Christian L	17827 Gauche Road	Williamsburg	OH 45176	937/444-2722
Ison,Mark L	4720 Charleston Aven	Lorain	OH 44055	440-225-0293
James,Steven R	28 Weidner Lane	Centerville	OH 45458	937-689-2774
Jewett,Edward J	479 Footville-Richmond Road	Jefferson	OH 44047	440/576-4549
Jones,John Marc	6684 Creamer Rd	Orient	OH 43146	614/877-7311
Kidd,Michael V	4864 St Rt 534	Rome	OH 44085	440-474-9744
Kiefer,Rodney D	145 Grandview Drive	Wintersville	OH 43953	740-264-0337
King,Charles L	3278 Montego St. NE	Hartville	OH 44632	330-587-4333
Kinter,John R	22551 Hawley Road	Wellington	OH 44090	440-647-2545
Koehler,Tracy L	449 Crestview Dr	Lebanon	OH 45036	513/933-0862
Kohn,James	Po Box 62Nine W Cross	Potsdam	OH 45361	937/947-1010
LaSota,Robert W	1884 Berwick Ct	Columbus	OH 43015	740-971-4901
Lehrer,Timothy A	P.O. Box 516	Huron	OH 44839	419/433-3969
Loze Jr,Nick R	4932 South Turner Rd	Canfield	OH 44406	330/533-8245
Luzius,Kurt M	8095 Carriage HillsDrive	Concord	OH 44060	440-947-6047
McGregor,Curtis E	115 Holiday Dr	Marietta	OH 45750	740/374-8515
McLean,Joseph D	739 16th St NE	Massillon	OH 44646	330-832-0113
Michael,David W	6320 Carriageview Ln	Cincinnati	OH 45248	513/598-6602
Minnick,James A	627 Dorchester Drive	Hubbard	OH 44425	330/534-8535
Mitchell,Micky S	2599 Hartland Ctr Rd	Collins	OH 44826	419/663-2295
Morgan,Christopher D	54 N 40th Street	Newark	OH 43055	740-344-7583
Morton,Philip I	7187 Preble County L	Germantown	OH 45327	937/272-1538
Moseman,Michael S	2454 Hoose Drive	Grove City	OH 43123	614-878-0173
Murray,John M	1560 Rt 307 W	Jefferson	OH 44047	440/576-4467
Notman,Thomas N	7259 Chestnut Ridge	Hubbard	OH 44425	330/534-9233
Null,Kenneth W	12331 Twp. Rd. 40	Findlay	OH 45840	419-365-5846
Parker,John J	1075 Larkens Way	Medina	OH 44256	330-466-4665
Perchinske,James R	5016 Barlow Dr.	Brunswick	OH 44212	330-220-2786
Pickard,Jeffrey A	9129 Nichols Ln	Johnstown	OH 43031	740-967-0858
Poole,Douglas B	4884 State Rt. 39	Dover	OH 44622	330/343-7807
Printz,Dale	1065 West St Rt 571	Tipp City	OH 45371	937/667-8616
Puglisi,Joe	14142 Hatfield Rd	Rittman	OH 44270	330/760-1463
Ransick,Joseph	7092 WillowdaleDrive	Cincinnati	OH 45248	513/574-9128
Rauvola,Michael A	1920 Union Ave SE	Minerva	OH 44657	330/868-3617
Reasoner,Mark P	2239 Holt Road	Grove City	OH 43123	614/853-9478
Reaume,Ronald J	2689 Genoa Rd	Perrysburg	OH 43551	419/837-2074
Roberts,Matthew T	7295 Bear Road	Amsterdam	OH 43903	740-543-1178
Ross,Brian S	191 Auta Ave	Hamden	OH 45634	740-384-4908
Rudy,Timothy Michael	2817 Progress ParkDrive	Stow	OH 44224	330/678-1617
Santel,Robert	4471 Boardwalk Court	Cincinnati	OH 45242	513/891-4240
Saunders,Jeremiah W	8196 W Fenner Rd	Ludlow Falls	OH 45339	937/698-3801
Schneider,Timothy J	16599 Southland Rd	Botkins	OH 45306	937/693-3249
Scott,David H	10708 Prov-Neap-Swan Rd	Grand Rapids	OH 43522	419/832-7018
Smith,David W	5642 Bucktown Rd	Williamsburg	OH 45176	513/625-0679
Smith,Gary D	2908 Massillon Rd	Akron	OH 44312	330/644-0749
Stahl,Kevin B	1453 Glenn Abbey Dr	Kettering	OH 45420	937/293-3408
Stall,Gerald	310 Pearl Street	Reading	OH 45215	513/769-4080
Stark,Alex J	10420 Veler Road	Curtice	OH 43412	419-351-7152
Steinmiller,Adam R	19580 W MartinMoline	Martin	OH 43445	419/862-3821
Stevens,Wesley A	468 Township Road 19	Centerburg	OH 43011	740-625-5015
Szczepinski,Allan C	13418 Hickory Street	Chesterland	OH 44026	440-729-5248
Tanner,Scott A	2743 East Powell Roa	Lewis Center	OH 43035	614-989-6384

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Franchisees as of January 1, 2011

Name	Address	City & State	Zip	Home Phone
Tirak, Rich J	15035 Regents Way	Hambden	OH 44024	440/463-8882
Tyrrell, Mark E	27723 Hoffman Rd	Defiance	OH 43512	419/395-2437
Ulrich, Amory A	5495 Jaycox Rd	N Ridgeville	OH 44039	440/327-6481
Vonholten, James W	7360 Harriott Road	Dublin	OH 43017	614/271-0726
Welch, Gregory D	1579 Dock Road	Madison	OH 44057	440-413-4991
Whittenberger, Robert S	4271 Fairfield School Rd	Leetonia	OH 44431	330/482-2799
Wilson, Timothy L	14767 Morse Rd SW	Pataskala	OH 43062	740-964-6277
Winkle, James R	1300 Old Trail Rd.	Maumee	OH 43537	419-893-5009
Winter, Edward A	4169 Wood Rd	Madison	OH 44057	440-428-2634
Wolfe, Paul A	119 Fairview Ave PO Box 145	New Madison	OH 45346	937/996-4931
Woolum, David W	1813 Franklin Meadows	New Richmond	OH 45157	513-553-0881
Ames, Travis D	PO Box 12	Wheatland	OK 73097	405/261-0337
Balkenbusch, Bart J	2319 South Florence	Tulsa	OK 74114	918-847-8462
Baxley, Mark K	4061 County Road 146	Ada	OK 74820	580-759-3545
Brown, Nathan F	Rte 2 Box 77	Hennessey	OK 73742	405/853-2798
Bullock, Matthew D	Rt 1, Box 210N	Duncan	OK 73533	405/614-2522
Burkett, John S	9600 96th St	Lexington	OK 73051	405/872-8373
Claybaugh, John E	201 Richland Rd S.W.	Piedmont	OK 73078	405-373-4431
Claybaugh, Richard R	1323 So 76th E Ave	Tulsa	OK 74112	918/838-8354
Cochran, Rickey T	2201 N Henney Rd	Choctaw	OK 73020	405-396-2858
Cook, Brett Alan	720 CR 1350	Chickasha	OK 73018	405/222-0321
Cook, Timothy J	100 Todd Estates	Chickasha	OK 73018	405/224-8001
Crawford, Donnie R	1212 S 173rd E Ave	Tulsa	OK 74108	918/234-7226
Croisant, Jackye L	3217 48th Street	Woodward	OK 73801	580-256-1210
Davis, Mark S	13020 State Highway	Ada	OK 74820	580-421-7890
Davisson, Bob Joe	210 California	North Enid	OK 73701	580-234-5380
Day, Mark D	1300 N. MacArthur Av	Blanchard	OK 73010	405-485-3358
Etzkorn, Charles E	8977 E 16th Street	Tulsa	OK 74112	918-671-4783
Gale, James W	2304 Robinwood Place	Shawnee	OK 74801	405/275-4179
Gale, Robin A	2304 Robinwood Place	Shawnee	OK 74801	405-275-4179
Galloway, Wendell L	7218 N.W. Lawton Ave	Lawton	OK 73505	580-536-7248
Gregory, Joe D	Box 241	Heavener	OK 74937	918/653-2703
Hanneld, Kevin Lee	10301 Katyline Ct	Yukon	OK 73099	405-720-7673
Hauck, Eddy A	35 SW 97th	Oklahoma City	OK 73139	405/799-4168
Heiliger, Mark P	12170 S. Mesa Road	Sapulpa	OK 74066	405-612-0158
Hickman, Danny K	320 S Habben Way	Edmond	OK 73034	405/341-8723
Johnson, David D	2129 N Beard Street	Shawnee	OK 74804	405-517-1031
Jones, Tory D	2014 Spencer Drive	Harrah	OK 73045	405-454-6751
Kidwell Jr, Kenneth G	19381 East 430 Road	Claremore	OK 74017	918/343-2161
King, Brian D	9328 S. 190th East A	Broken Arrow	OK 74012	918-455-8338
Koch, Keith Allen	1707 W Avenue B	Elk City	OK 73644	580/225-6307
Laplante, Kevin R	15926 County Rd 3535	Ada	OK 74820	580-332-0808
Laskey, Ronald L	3124 E 84th Street	Tulsa	OK 74137	918-488-8121
McKaughan, Cary Jim	7333 E Ridgeview Way	Claremore	OK 74017	918/266-5227
Melton, David W	520 South St. Paul	Midwest City	OK 73130	405/732-3279
Mudd, Christopher A	1216 Princeton	Ponca City	OK 74601	580/762-0221
Norris, Wesley J	12541 East 38th Stre	Tulsa	OK 74146	918-828-7746
Olinger, Charles D	PO Box 747	Ada	OK 74820	580-332-4012
Ramsey, Justin A	4403 Buckhorn Lane	El Reno	OK 73036	405/265-2643
Richardson, Harley E	910 7th Street	Snyder	OK 73566	580/568-4235

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Franchisees as of January 1, 2011

Name	Address	City & State	Zip	Home Phone
Rogers,Chalis W	309 West Lincoln	Corn	OK 73024	580-330-2046
Saum,Ryan T	144 SE 26th St.	Moore	OK 73160	405-735-3271
Scott,Brian W	Rt 3 Box 32AC	Guymon	OK 73942	580-338-8071
Stephens,Scott A	1260 E. Rock Creek R	Tuttle	OK 73089	405-381-4447
Terry,Rodney D	1112 E. North LakeView Ln.	Mustang	OK 73064	405/256-0616
Thompson,Christopher P	904 Crestview	Ada	OK 74820	580-559-9656
Tucker,Chad E	502 E Beck Drive	Pawnee	OK 74058	405-880-7320
Webb,Johnny D	Rt 4 Box1-2	Broken Bow	OK 74728	580/584-6467
White,Daniel	3628 E 102nd Street	Tulsa	OK 74137	918/296-9777
Williams,Larry E	5101 NE Dearborn	Lawton	OK 73507	580/250-0243
Wride,Frank	10801 Katy Line Dr	Yukon	OK 73099	405-720-8953
Ahlgren,Gordon V	421 SW 6th Ave	Canby	OR 97013	503/263-3291
Baird,Eric L	5836 S.E. Harrison	Milwaukie	OR 97222	503-786-9226
Bamrick,Daniel R	1335 2nd Street	Columbia City	OR 98018	503-459-7988
Beckers,Richard John	13577 SW 74th	Tigard	OR 97223	503/620-5880
Brandt,Allan M	PO Box 3467	Bay City	OR 97107	503-377-2565
Brown,Howard L	2353 N W 11 Mile Ave	Gresham	OR 97030	503-789-9732
Butts,Gary L	44206 SE WarrinerRoad	Corbett	OR 97019	503-695-2807
Cannoy,Dustin M	5050 7th Ave	Keizer	OR 97303	503/881-4687
Canon,Don W	PO Box 558	Gold Hill	OR 97525	541/826-6119
Clayton,Douglas C	16600 SE StoneybrookCt	Clackamas	OR 97015	503/658-4730
Curtis,Shawn A	377 Cherokee Ave	Roseburg	OR 97470	541/580-0402
Daniels,Ryan J	28791 Liberty Road	Sweet Home	OR 97386	541/367-4080
Dixon,Daniel W	4175 Sunbeam Court S	Salem	OR 97302	503-581-7731
Ehlers,Gerald J	1235 Cedar Ridge Dr	Eugene	OR 97401	541/344-4103
Eichenberger,Dana M	1325 SE 66th Avenue	Hillsboro	OR 97123	503-591-1050
Eldridge,Kevin L	1400 NW Chardonnay D	McMinnville	OR 97128	503-883-9057
Hager,Frank L	1533 HWY. 20/26	Vale	OR 97918	541-473-2656
Hegge,Ky R	12622 Joseph Way	Oregon City	OR 97045	503-518-0935
Hess,Ty Buck	PO Box 92415549 Lily Field Ln	Brookings	OR 97415	541/469-3243
Hines,Shane S	2540 Mill Creek Dr	Prospect	OR 97536	541/560-3802
Houston,Tyler S	9930 SE 99th Court	Happy Valley	OR 97086	503/777-6352
Hubert,Mark R	35632 Oakville Rd	Albany	OR 97321	541/928-2003
Ihde,Michael E	182 NE Azalea Dr	Adair Village	OR 97330	541/745-5302
Jackson,Robert B	2380 NW Quinn Creek	Bend	OR 97701	541/322-9760
Kappa,Samuel J	P.O. Box 156	North Bend	OR 97459	541/260-5522
Lease,Scott R	67038 Hunter Road	Summerville	OR 97876	541/534-5390
Martin,Travis W	825 Stephanie Court	Newberg	OR 97132	503/380-4452
Morrison,Bill	1915 Sunset Drive	Pendleton	OR 97801	541/276-5264
O'Neil,Bryan E	863 Anderson Lane	Springfield	OR 97477	541-744-2027
Padilla,Michael R	7735 SW Norse Hall R	Tualatin	OR 97062	503-969-9308
Pitts,Joel S	202 Sky Way	Grants Pass	OR 97527	541/476-8148
Porter,Randall W	15100 SE Anderson Rd	Damascus	OR 97089	503/658-6335
Pritchard,Gerald R	12518 NE Airport WaySuite 148-172	Portland	OR 97230	503/650-6591
Robinson,David A	2819 Hanover Circle	Medford	OR 97504	541/773-1897
Schiltz,David C	6031 Latour Ln	Eugene	OR 97402	541-895-3308
Schultz,Terry P	785 SE 60th Ave	Hillsboro	OR 97123	503/848-7321
Smith,Kelly L	28425 Parkdale Rd.	Rainier	OR 97048	503/556-1286
Smith,Robert H	8951 S Grizzly BearCt	Canby	OR 97013	503-651-3876
Stagnoli,Maurizio	2155 S. 5th Street	Lebanon	OR 97335	541/451-4072

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Franchisees as of January 1, 2011

Name	Address	City & State	Zip	Home Phone
Stockfleth, Clint S	23203 South Redland	Estacada	OR 97023	503-705-6023
Stringer, Travis R	PO Box 1118	Klamath Falls	OR 97601	541/884-6055
Wright, Eugene H	2522 NE 2nd Avenue	Bend	OR 97701	541/548-3058
Ailes, Stephen	210 Fox Tail Court	Gilbertsville	PA 19525	267/688-8790
Amen, Richard M	131 Windsor Dr	Irwin	PA 15642	724-864-4519
Anderson, Russell S	3836 Greenfield Road	Allison Park	PA 15101	412-486-1592
Baker, Jay A	141 Hickory Lane	Bedford	PA 15522	814/847-7762
Barbour, Scott G	307 Pleasant Valley	Bulger	PA 15019	412-914-0162
Bartnicki, Steven	1703 Waterglen Lane	West Chester	PA 19382	610/793-3947
Beecher, Bradley M	7689 Scenic Drive	Shippensburg	PA 17257	717-790-5562
Benedetto, Steven	103 Hunter Road	Plymouth Meeting	PA 19462	610/825-7005
Bitens Jr, Adolph V	60 Spruce Hollow Rd	Homer City	PA 15748	724-479-0966
Boccelli, Brian J	2165 Meadowview Driv	Jamison	PA 18929	215/343-5560
Boll, Donald E	115 Royer Road	Ephrata	PA 17522	717/859-3192
Bottorf, Curtis W	218 Cornerstone Dr	Blandon	PA 19510	610/926-7818
Bowman, Bill	167 Naftzingertown Road	Mohrsville	PA 19541	610/488-6254
Boyer, Joel Scott	51 School Lane	Robesonia	PA 19551	610/488-0373
Bradley, James D	14459 Coleman Road	Meadville	PA 16335	814-724-1012
Breining, Troy W	105 West 7th Avenue	Conshohocken	PA 19428	610-223-1219
Breylinger, Dennis G	4435 Bethel Road	Boothwyn	PA 19061	302/239-2173
Briggs, Graham A	107 Clearview Dr.	Downington	PA 19335	610/269-6203
Brown, Allen J	645 Solomon Temple Rd	Latrobe	PA 15650	724/532-2929
Brown, Kevin	135 N Orchard View D	Hanover	PA 17331	717-630-9794
Brown, Michael R	4462 Woodcrest Drive	Elizabethtown	PA 17022	717/948-0800
Brown, Richard J	4098 Greenridge Dr.	Verona	PA 15147	412/704-5564
Bult, Randi Christopher	3755 E Main St	Slatington	PA 18080	610/767-1084
Butler, Wesley D	4348 Lafayette Rd	Roaring Spring	PA 16673	814/224-1504
Cesmegi, Douglas A	602 S Main Street	Perkasie	PA 18944	215-989-3046
Cicccone, John R	1576 Heebner Way	Lansdale	PA 19446	215/855-0445
Clark, John W	142 Greshville Rd.	Boyertown	PA 19512	610/367-2910
Collina, Anthony N	383 N Penn Dixie Rd	Bath	PA 18014	610/759-4277
Davis, Brandon M	8991 Route 25	Spring Glen	PA 17978	717-265-3090
Davis, Chad A	72 Hoover Rd	Carlisle	PA 17015	717/241-4298
Dawson, Brian S **	104 Ketchum Drive	Canonsburg	PA 15317	864/314-3232
Dawson, Shane S	416 Main Street	Red Hill	PA 18076	215/679-9197
DePrato, David S	719 Crystal Street	Peckville	PA 18452	570/489-2594
Decker, Ronald W	1423 Forestdale Circ	Jamison	PA 18929	215-491-1289
Deery, Jacob R	11 Farm Lane	Lititz	PA 17543	717-625-0177
DiSalvo, Francis C	RR 7 Box 7741-B	Stroudsburg	PA 18360	570/476-4572
Dion, Todd J	2335 Angel Drive	Gilbertsville	PA 19525	215/860-4695
Donat, Dennis L	413 Wanoka Road	Honesdale	PA 18431	570-253-2100
Dopkosky, Joseph M	802 Cedar Street	Irwin	PA 15642	724-515-7233
Duckworth, Randy	506 Grandview Street	Clarks Summit	PA 18411	570-587-0432
Dumont, David B	1124 Yankee Drive	Downingtown	PA 19335	610-873-8416
Dunleavy, Timothy L	2069 Reservoir Dr	Middletown	PA 17057	717/944-1562
Eismont, Erik	2626 Campbell Circle	West Mifflin	PA 15122	412/469-1575
Favinger, Mark Thomas	1062 Forrest Rd	Westchester	PA 19382	610-793-6622
Ference, Paul E	319 Lindsey Road	Zelienople	PA 16063	724/452-4418
Ford, William	402 Rose Road	Ligonier	PA 15658	724-238-2605
Gill, Rex A	65 Clearfield Drive	Winfield	PA 17889	570-274-6303

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Name	Address	City & State	Zip	Home Phone
Gimbel,William C	1233 Spencer Road	Ivyland	PA 18974	215-355-7251
Gipe,Troy W	804 Lindia Drive	Chambersburg	PA 17202	717-377-2250
Goodling,Rodney L	PO BOX 117	Wellsville	PA 17365	717/502-0534
Harvey,Ronald W	106 Manor View Dr.	Manor	PA 15665	412-401-8863
Hearing,James R	506 Haven Ct	Sellersville	PA 18960	215-257-0594
Hearl,Carrie M	RR #2, Box 137A	Falls	PA 18615	570/586-7377
Hearl,John L	RR2, Box 137A	Falls	PA 18615	570-604-2688
Henry,Derreck E	405 Heiser's Lane	Carlisle	PA 17013	717/243-8415
Hesser,Mark D	141 Towhill Road	Port Matilda	PA 16870	814/692-5241
Hessinger,Frederick W	2360 Dorn Rd	Waterford	PA 16441	814-868-4096
Hiller,David A	Rd #2 Box 2152	Nicholson	PA 18446	570/945-5140
Hines III,John A	1810 Chinquapin Road	Churchville	PA 18966	215/364-1614
Hoffman,Stephen J	353 North 4th Street	Lehighton	PA 18235	610-377-4950
Hopp,Gregory M	2126 Brushwood Dr.	State College	PA 16801	718/956-8825
Hughes,Richard W	965 Saint Davids Rd	Williamsport	PA 17701	570-322-3823
Hurley,Brian T	1515 Eagle Ridge Dr	Downingtown	PA 19335	610-410-7209
Jackson,Barry N	6730 Walnut Creek Dr	Fairview	PA 16415	814-474-5010
Jewell,Brandon R	700 Brainerd Road	Exton	PA 19341	484-879-6589
Johnston,Judy A	149 Hidden Hill Rd.	Sarver	PA 16055	724/224-1901
Jones,Mark D	202 Limestone Drive	Bellefonte	PA 16823	814-880-8698
Kaltsas,Vasilios H	180 Sugar Street	Bethany	PA 18431	570-253-2578
Kennedy, Brian W	718 Lily Road	Warminster	PA 19335	267/716-0333
Kepler,Bradly L	1295 Turvot Avenue	Watsontown	PA 17777	570-538-9274
Killmer,Ronald R	P.O. Box 2202	Albrightsville	PA 18210	570-722-1473
Kimball,Karl	11 Covenant Court	Doylestown	PA 18902	215/297-8418
Kirk,Brendan J	2771 Mount CarmelAve.	Glenside	PA 19038	215/886-2964
Kissinger,Douglas A	4 Bingaman Rd	Reading	PA 19606	610/929-2149
Kozak,John K	220 Spohn Rd	Reading	PA 19608	610/927-1505
Kunkle,Ryan C	509 Deer Run Road	Lititz	PA 17543	717-989-2638
Kutchner,Michael J	133 Villandry Blvd	State College	PA 16801	814/234-0846
Landis,Jeffery R	405 Doe Run Rd	Manhiem	PA 17545	717/664-3320
Liney,Patrick	2673 Mill Road	Jamison	PA 18929	215-669-0938
Loranzo,Jonathan A	2747 Steinruck Road	Elizabethtown	PA 17022	717/361-2300
Luckenbill,Robert L	3251 Mountain Rd	Hamburg	PA 19526	610/488-9369
Maluda Jr,John G	P.O. Box 65	East Stroudsburg	PA 18301	601/681-3784
Markulics,Paul J	938 Gapview Rd	Nazareth	PA 18064	610/588-1843
Martin,Leroy E	5140 Primrose Ln	New Holland	PA 17557	717/355-2535
Matiasic,Steve M	205 Timber Drive	Trafford	PA 15085	412/889-0842
McAlla,Bradley J	471 Airport Rd-PO Bo	Clifford	PA 18413	570/222-2080
McDade,Billy P	2647 Briana Drive	Pottstown	PA 19464	610-323-4924
McGregor,Patrick A	12280 Blue MoutainAve	Waynesboro	PA 17268	717/765-8314
Meenan,Frank	1570 Franklin Rd	Langhorne	PA 19047	215/860-8627
Meyer,Stephen L	1142 Park Drive	Palmyra	PA 17078	717/838-9263
Moore,Leslie D	4834 Ott Drive	Bangor	PA 18013	610/588-4734
Moran,Michael D	3 Pennview Drive	West Grove	PA 19390	610/869-3598
Morgera,Mark	4 Spring Street	Media	PA 19063	610-566-7883
Moyer Jr,Jack E	1410 Brinkerton Rd	Greensburg	PA 15601	724/834-1523
Muldowney,Joseph M	508 Crickett Avenue	North Hills	PA 19038	215/885-7995
Mull,Daniel L	252 Flourtown Rd	Lafayette Hill	PA 19444	484-868-0028
Murray,Michael J	733 Germantown Ave	Lafayette Hill	PA 19444	215/836-0915
Murtha,Thomas E	1037 Riviera Road	Warminster	PA 18974	215-672-6141
Myers,Timothy E	532 South Center Str	Grove City	PA 16127	724-458-4196

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Name	Address	City & State	Zip	Home Phone
Nuzzo, William F	1592 Arona Road	Irwin	PA 15642	724-864-1893
O'Leary, Terry	1815 Richhill Road	Feasterville	PA 19047	215/357-0559
O'Neill Jr, David L	2675 Clearview Road	Coplay	PA 18037	610/799-4210
Olexa, Joseph P	18 Stewart Street	Smithfield	PA 15478	724-569-9348
Oravic, Michael J	2575 Tiffany Lane	Harrisburg	PA 17112	717-651-1150
Orme, Michael W	1144 Colonial Ave.	Abington	PA 19001	215-884-7358
Pane, Joseph M	493 Morgan Ct	Holland	PA 18966	215-860-2272
Pearson, Jason M	319 Little Hill	Lancaster	PA 17602	717-392-4832
Phillips, Daniel M	826 Adeline St	Springdale	PA 15144	724-275-2125
Plance, Douglas Paul	4960 Mamont Rd	Murrysville	PA 15668	724/325-4544
Ratiu, Gregory G	23 Vassar Drive	Quakertown	PA 18951	215/529-9589
Raymond, Eugene J	294 Pine Hill Rd	Andreas	PA 18211	570/386-4575
Reefer, Michael E	1047 Craig Run Road	Avonmore	PA 15618	724/478-3389
Reilley III, John T	1330 Ferry Road	Doylestown	PA 18901	215/348-5451
Renish, Joseph	1711 5Th Ave.	Folsom	PA 19033	610-461-0668
Richardson, Jeffery L	554 Harold Avenue	Johnstown	PA 15906	814-269-2142
Rising, William M	125 Fair Road	Indiana	PA 15701	724/840-3652
Roberts, Allen M	375 Callowhill Road	Chalfont	PA 18914	215/822-7335
Roupas, Chris	801 Saint Francis Dr	Broomall	PA 19008	610/842-5955
Rupp, Clinton J	122A Oakwood Lane	Shippenville	PA 16254	814-229-6831
Sambuchino, Marc	5423 Patton Street	Erie	PA 16509	814/866-0250
Sanzi, Gary B	58 Quality Road	Lattimer	PA 18234	570/459-3445
Scharff, Jeffrey Anthony	2575 Allentown Road	Quaker Town	PA 18951	215/529-0601
Schober, Robert G	104 Security Dr	Washington	PA 15301	724/228-3665
Sedorchuk, Roman R	65 Cherokee Drive	Shickshinny	PA 18655	570/256-0101
Segal, David	666 Meadobrooke Ave	Ambler	PA 19002	215/641-0174
Serbak, Matthew P	255 East Grant St	Houston	PA 15342	724/746-7136
Shtruzberg, Gennadiy	12005 Roosevelt Blvd	Philadelphia	PA 19154	267-250-7272
Siegenthaler, Peter H	365 Wagner Road	Centre Hall	PA 16828	814/364-1203
Sileo Jr, David D	746 Mahood Rd.	West Sunbury	PA 16061	724/637-2639
Singer, James Russell	1572 Kelly Ann Drive	West Chester	PA 19380	610-269-8007
Sitley, Kevin C	141 McDonald Way	Oxford	PA 19363	610/932-3469
Slonaker, Walter L	41 Indian Lane	Boyertown	PA 19512	610/473-0776
Smeeding, John A	5000 Uhlman Rd	Fairview	PA 16415	814-838-5175
Smith, Bryan M	13 Luzerne Ave	Kingston	PA 18704	570/473-9903
Smith, Nathan T	243 Grandview Dr.	Manheim	PA 17545	717/729-1599
Snydeman, Gary P	441 Wingspread Ct	Reading	PA 19606	610-779-4117
Sterner, David E	753 Bailey Road	Curwensville	PA 16833	814/236-0778
Stewart, Christopher J	15 Ward Street	Washington	PA 15301	724-345-8152
Stoner, Michael C	122 E. Green St.	Shiremanstown	PA 17011	717-679-2802
Strauss, Dustin J	676 Front Street	Lititz	PA 17543	717-572-0597
Struble III, Stanley	33 Houk Rd	Doylestown	PA 18901	215/348-4696
Swinnich, Kenneth	751 Balsam Rd	Wellsboro	PA 16901	570/723-4322
Taylor, Bradley D	1248 Upton Circle	West Chester	PA 19380	610/738-9911
Todd, Gregory J	1302 Sherwood Dr	West Chester	PA 19380	610/269-9334
Unger, Carl	541 Kennerly Rd	Springfield	PA 19064	610-544-9112
Ventrone, Joseph A	31 Ridge Road	Malvern	PA 19355	610-648-0683
Weidler, William M	2606 East Valley Roa	Loganton	PA 17747	570-725-7990
Weiss, Robert L	220 Coal Run Rd	Clarksburg	PA 15725	724/726-9528
Wherrity, Bruce M	772 Ivers Ln	Warminster	PA 18974	215/672-7727
Wilburn, Matthew E	502 Madison Ave	Tyrone	PA 16686	814-684-5656
Wisniewski, John A	16 Magnolia Drive	Elizabethtown	PA 17022	717/367-6805

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Franchisees as of January 1, 2011

Name	Address	City & State	Zip	Home Phone
Witucki, Frank L	6079 Rocky Road	Natrona Heights	PA 15068	724-295-4792
Yeager, Mike R	344 N Sunrise Lane	Boyertown	PA 19512	610/367-4038
Yohn, Phillip C	360 Wood Chuck Drive	Ephrata	PA 17522	717/733-0784
Yordy, Gary L	152 Valley Drive	Fredericksburg	PA 17026	717/865-6781
York, William D	4211 Stratford Dr	Irwin	PA 15642	724/861-8604
Yulich, Kenneth A	315 Bradford Lane	Lansdale	PA 19446	215-699-0211
Zanolli, Robert L	112 Security Dr	Washington	PA 15301	724/228-3147
Cancel Ortiz, Francisco J	439 Cemi Street Bris	Toa Alta	PR 00953	787/470-4573
Cintron, Julian	Urb. Rio Hondo Calle Rio Duey AA-16	Bayamon	PR 00961	787/795-2179
Colon, Cesar A	Calle Monte Pajaro 2 Praderas del Rio	Toa Baja	PR 00953	787/854-4130
Colon, Cesar D	Urb. San Pedro V-3 Calle San Marcos	Fajardo	PR 00738	787/860-5654
Colon, Juan C	Urb. Praderas de Nav Calle Platino Y-6	Gurabo	PR 00778	787/590-9529
Diaz, Reinaldo	Mansion del Mar MM-127	Toa Baja	PR 00949	787/269-2815
Lugo, Herber J	Urb. Masion del Sol MS-49 Via Arcoiris	Sabana Seca	PR 00952	787/784-7289
Lugo, Pedro A	PO Box 1286	Lajas	PR 00667	787/899-0171
Maldonado, Alfonso J	Calle Monte Flores 1	Toa Alta	PR 00953	787/636-7676
Martinez, Carlos	Carr # 795, KM 5.9 Barrio Jagueyes	Caguas	PR 00725	939/642-8064
Ortiz Silva, Luis A	Solar 14, Bo Ceiba Sector Canales	Juncos	PR 00777	787/778-9273
Ortiz, Felix	Urb. Valparaiso F-1 Calle 7	Toa Baja	PR 00949	787-795-2179
Ortiz, Luis A	URB Santa Juanita J.T. Pintero WD-12	Bayamon	PR 00956	787-778-7273
Rivera, Juan M	Calle Faisan #132 Hacienda Paloma	Luquillo	PR 00773	787/210-5034
Rodriguez, Waldemar	Calle Arecife D-3	Hatillo	PR 00659	787/479-6253
Santana, Eduardo	URB Lirios Cala 2T-512 Calle San Lucas	Juncos	PR 00777	787/599-0141
Santiago Cruz, Reinaldo	P.o. Box 1071	Rio Grande	PR 00745	787/887-4255
Graham, Howard T	368 Mail Coach Road	Portsmouth	RI 02871	401-849-6016
Ortiz, Ricardo C	127 East Killingly Road	Foster	RI 02825	401-934-2154
Power, Michael W	39 Frigate Street	Jamestown	RI 02835	401/345-1872
Werner, Dennis D	99 Bay View Avenue	Warwick	RI 02818	401/886-5934
Andrews Jr, David B	2739 Flushing Covey	Hartsville	SC 29550	843/332-8860
Arter, Lawrence A	118 Lillie Marie Dri	Piedmont	SC 29673	407-509-8316
Brune, Jason M	3127 Devon Rd	Florence	SC 29505	843/413-0247
Cockfield, Billy	2009 Old Laurens Rd	Greenwood	SC 29649	864/223-3354
Collins, Dean F	4766 Cascade Ave	Rock Hill	SC 29732	803/366-7621
Dandridge, William Morgan	7 Dunvegan Drive	Charleston	SC 29414	843/574-0115
Dawson, Brian S	958 Boscobel Road	Anderson	SC 29625	864-314-3232
DeYoung, Jeffery D	1361-F W. Wade Hampt PMB 9	Greer	SC 29650	864-553-9543
Farrar III, William A	102 Huddersfield Dr	Piedmont	SC 29673	864/605-0715
Fisher, James W.	125 Saluda Drive	Santee	SC 29142	208/839-2444
Gill, Denise A	2 Cape Flattery Ct	Irmo	SC 29063	803/781-9531
Gonzalez, Edwin M	19 Fountain Lake Pla	Columbia	SC 29209	803-708-3201
Greene, Charles M	1812 Laurel Trail	Murrells Inlet	SC 29575	843/685-6432
Holloway, Patrick P	41 Sugaree Dr	Bluffton	SC 29910	843/706-2020
Hudson, Troy A	344 Kennesaw Ct.	Spartanburg	SC 29301	864/574-1509
Jones, John M	451 Shellbank Dr	Longs	SC 29568	843/399-9537
Kirby, Jonathan P	141 Tabby Lane	Orangeburg	SC 29115	803-707-2314
Kolodziej, Robert J	1360 Pinyan Pine Dr	Ladson	SC 29456	843/870-7908

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Franchisees as of January 1, 2011

Name	Address	City & State	Zip	Home Phone
Matthews, Joseph C	1005 Norwood Rd	Olanta	SC 29114	843-659-3203
McCall, Christopher G	959 Garrison Road	Pelzer	SC 29669	864/243-2613
McDaniel, Chad D	7000 North Rd	North	SC 29112	803/516-9680
McGraw, Daniel A	1170 Furman Drive	Sumter	SC 29154	803-236-6117
Morago, Camilo J	281 Kenmore Park Dr.	Columbia	SC 29223	803/422-2525
Morgan, Rodger E	4042 PlantationHouse Rd	Summerville	SC 29485	843/821-7126
Patterson, Rene J	410 Hebron Road	Seneca	SC 29672	864-882-7865
Plyler, Brett T	1829 Shamrock Ave	Lancaster	SC 29720	803/285-8945
Pollvogt, Mark E	164 Summer Lady Lane	Boiling Springs	SC 29316	864-384-9942
Porter, Darrick W	902 Owens Drive	Scranton	SC 29591	843-373-3766
Rossiter, Martin R	1090 Myrtle Drive	Santee	SC 29142	803/937-4808
Shealy IV, Melton P	214 Bronlow Drive	Irmo	SC 29063	803/234-5819
Shope, Dana Irvin	100 Wynmere Way	Seneca	SC 29672	864/882-7467
Simms, Karl E	8114 Moonstruck Crt	Myrtle Beach	SC 29579	843/903-3931
Sosebee, William Aubrey	1010 Trail Rd	Belton	SC 29627	864/338-4443
Thomas, William D	205 Old RutherfordRoad	Taylors	SC 29687	864/879-1441
Williams, Steven M	127 Breezeway Road	Dorchester	SC 29437	843-563-7794
Yates, Joel A	45 Sugaree Dr	Bluffton	SC 29910	843/757-5613
Young, Alton T	109 Maggie Lane	Anderson	SC 29625	864-287-4270
Biers, Dallas Q	10557 Mountain Shado	Piedmont	SD 57769	605-716-4222
Binnebose, Mark A	2600 Abbott Drive	Yankton	SD 57078	402/388-2633
Boyle, Gary W	303 N. Tedin Avenue	Rosholt	SD 57260	307-685-4347
Davis, Larry W	2851 Essex Road	Pierre	SD 57501	605/224-7086
Grosvenor, Steven A	211 North 5th St	Beresford	SD 57004	605/763-2487
Hansen, Craig L	5860 Country Lane	Aberdeen	SD 57401	605-229-1859
Ihnen, Chuck L	46674 Dakota Street	Tea	SD 57064	605/498-5382
Irvine, Timothy R	27222 Lovely Place	Tea	SD 57064	605-368-9808
Loof, Dean A	14128 Hacker Loop	Rapid City	SD 57701	605/342-1896
Lukonen, Douglas D	4802 4th Avenue SW	Watertown	SD 57201	605/882-1061
Martin, Gregory Emmert	1908 E Sequoia Trail	Sioux Falls	SD 57103	605/334-3854
Schulte, John E	25807 471st Avenue	Sioux Falls	SD 57107	605/543-5084
Trosper, Shawn T	832 Brookside Drive	Jefferson	SD 57038	605-422-3154
Van Emmerik, Dean E	27434 457th Avenue	Parker	SD 57053	605-297-0382
Bamford, Sean N	104 Nixon Hollow Lan	Pleasant Shade	TN 37145	615-774-3168
Barnes, Ricky G	398 Todd Lane	McMinnville	TN 37110	931-668-7674
Beadle, Gary R	703 East Meadows Rd	Mt Juliet	TN 37122	615/754-5086
Beckwith, Thomas D	2615 Cason Ct	Murfreesboro	TN 37133	615/895-4514
Blow, Robert G	93 Northfork Cove	Jackson	TN 38305	731/664-6288
Buchanan, Steven J	150 Bud Miller Road	Roan Mountain	TN 37687	423/772-4335
Copeland, Joshua K **	1704 Summer Spring B	Knoxville	TN 37931	815-357-1349
Coulter, Timothy A	1815 Turnstone Ct	Murfreesboro	TN 37128	615/907-4068
Crabtree, Timothy B	146 Taborwood Trail	Murfreesboro	TN 37127	615/867-7293
Cunningham, Jason K	5108 Yates Lane	Knoxville	TN 37912	865-803-5330
Delaney, Richard J	10019 Carlas Cove	Lyles	TN 37098	931-670-1091
Drury, Stacy A	1340 Grainger Ave	Knoxville	TN 37917	865-621-0002
Early, Bradd D	6322 Cate Road	Powell	TN 37849	865/938-9947
Espinoza-Hale, Charles A	248 Jeffrey Drive	Clarksville	TN 37043	931-551-8443
Fox, Michael J	7425 Willow Trace Ln	Knoxville	TN 37938	865/938-2329

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Franchisees as of January 1, 2011

Name	Address	City & State	Zip	Home Phone
Garrard,David William	2614 Albany Court	Murfreesboro	TN 37129	615/896-0730
Garrick,John L	6037 Saddleview Driv	Franklin	TN 37067	615/591-4033
Gower,Chad W	4889 Smiley Road	Chapel Hill	TN 37034	931-364-3107
Graves,Stanley W	7809 Woodchase Dr	Cordova	TN 38018	901/752-4477
Hale, Tony	248 Jeffrey Drive	Clarksville	TN 37043	615/330-2013
Harris,Bryan K	9700 Clift Rd	Strawberry Plains	TN 37871	865/925-4356
Haynes,Joe H	329 Silver Leaf Driv	Lenior City	TN 37772	865-816-3411
Horne,Jeffrey D	5479 Highway 50	Centerville	TN 37033	931-729-2591
Hulsey,Gary H	1210 Knox ValleyDrive	Brentwood	TN 37027	615/370-3044
Jackson,Terry L	2268 New Hope Road	Hendersonville	TN 37075	615-824-1865
Keener,Jerry W	207 River Drive	Mt Juliet	TN 37122	615/754-2059
Kulbeth,Marty L	6696 Messick Rd.	Memphis	TN 38119	901/755-0104
Lane,Thomas P	4247 Lascassas Pike	Murfreesboro	TN 37130	615-890-3468
Langston,Franklin D	2008 South CollegeStreet	Trenton	TN 38382	731/855-0780
Marlin,Jerry	834 Loretta Dr.	Goodlettsville	TN 37072	615-855-0952
Mayfield,Danny M	25395 Hwy 18 North	Toone	TN 38381	731/658-4884
McDaniel,Robert M	4925 County HomeRoad	Paris	TN 38242	731/642-7293
Meek,Rodger S	1622 Mill Springs Rd	New Market	TN 37820	970-945-5820
Morel,Michael J	1049 Lebanon Rd	Kingsport	TN 37663	423-276-1608
Moxley,Eugene T	6979 Scepter Cove	Bartlett	TN 38134	901/372-7449
Nappier,Stephen Deshon	105 W Harbor Court	Hendersonville	TN 37075	615/826-4070
Neely,Scotty L	9591 Old Bon Aqua Ro	Bon Aqua	TN 37025	931-994-7748
Parrish,Billy J	238 Channing Cove	Lexington	TN 38351	615/896-3254
Robertson,Dustin W	1229 Cottonwood Driv	Clarksville	TN 37040	931-551-9494
Rumble,Christopher M	990 Corum Hill Rd	Castalian Springs	TN 37031	615/230-9684
Sager Jr,Kenneth C	122 Bellamy Lane	Rogersville	TN 37857	423-272-9755
Shearon,Clay R	2523 Burgess Street	Murfreesboro	TN 37128	615-895-0355
Skidmore,Robert	634 Davidson Road	Nashville	TN 37205	615-353-6252
Sutherland,Ronald L	7761 Grey Squirrel C	Cordova	TN 38018	901/365-9181
Wenzler,Robert F	340 Oldham Dr	Clarksville	TN 37043	931-645-5816
Allen,Dan C	2491 Fm 234 S	Edna	TX 77957	361/782-3632
Allen,Randy L	3175 Hwy 67/84	Brownwood	TX 76801	325-646-4985
Armatta,William M	8306 Mescalero Cove	Austin	TX 78736	512-217-4441
Bailey,Jeffery L	1133 Ridgeview Lane	Longview	TX 75604	903/297-9728
Batky,Andre T	820 Overglen Dr.	Dallas	TX 75218	469-853-0003
Bavousett Jr,Buddy J	105 NE Michael Drive	Burleson	TX 76028	817-295-5328
Bay,Joseph W	143 County Road 3184	Cleveland	TX 77327	281/593-2431
Bejrowski,Edward J	2015 Amber Glen Dr	Katy	TX 77474	281/395-3579
Bernard,Erick C	18218 HammondsportLn	Cypress	TX 77429	281/932-7296
Berry,Michael R	5628 West ValleyCircle	El Paso	TX 79932	915/585-2708
Beymer,Richard G	1630 Copperfield	San Antonio	TX 78251	210-681-6390
Bishop,Billy D	1066 Bob White Rd	Longview	TX 75605	903/757-4965
Borth,Rickie L	224 Buckingham	Denton	TX 76201	940/382-2435
Brannon,Jason M	710 Adowa Spring Loo	Spring	TX 77373	281/353-9829
Brawner,Karl A	15077 Delaney Lane	Forney	TX 75126	214/882-9725
Brayton,Ricki L	4646 Candlestick	Garland	TX 75043	972/240-2127
Brom,Robert E	1091 County Road150	Columbus	TX 78934	979/732-8329
Brown,Derek W	9133 Massey LakeRoad	Silsbee	TX 77656	409/385-2416
Brown,Jarrold L	941 Yellow Jacket La	Rockwall	TX 75087	817-727-9171
Brown,Patrick R	18219 Hammondsport L	Cypress	TX 77429	832-309-7883

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Name	Address	City & State	Zip	Home Phone
Brown,Ricky G	599 County Rd 1260	Quitman	TX 75783	903/878-2314
Bruggman,David R	2935 Rocky Oak	San Antonio	TX 78232	210-490-0382
Butler,Jerry Wayne	6030 Acton Meadows	Granbury	TX 76048	817/326-3078
Cannon,Billy Wayne	9892 StoneHearth Lane	Forney	TX 75126	972/564-1835
Cannon,Terry J	14527 Forest LodgeDrive	Houston	TX 77070	281-772-0656
Cantrell,William S	2013 Jim Hogg Rd	Georgetown	TX 78633	512/864-0564
Carpenter,Emmett D	PO Box 69	Tuleta	TX 78162	361/375-2471
Carver,Darren L	4232 FM 1259	Hereford	TX 79045	806/276-5215
Carver,Michael K	1870 Whittington Rd	Kilgore	TX 75662	903/643-8677
Christian,Wilburn R	1347 Macknight St	Pollok	TX 77969	409/867-5888
Cisneros,Jose	14114 Kint Circle	San Antonio	TX 78247	210-490-3796
Clark,Jack G	16647 Laurelwood	Chanelview	TX 77530	713/452-7519
Conklin,James G	511 Governors Place	Katy	TX 77450	281/392-6597
Coombs,Shane M	4204 Springbranch	Benbrook	TX 76116	817/560-3922
Corbit,Devin Lee	Po Box 777	Richmond	TX 77406	713/416-9999
Cornett,Steven C	12104 Galleon Point	Pearland	TX 77584	713/436-3694
Cowan,Dennis W	9000 Lake Ridge Lake	Kaufman	TX 75142	972/486-3889
Cox,Larry D	9910 S Loop 335 EPO Box 32246	Amarillo	TX 79118	806/335-9499
Crawford,Kenneth H	103 Hilltop Drive	Kennedale	TX 76060	214/202-7560
Cremers,James J	9580 Tessa Lane	Flint	TX 75762	903-894-3126
Crow,James M	1440 County Rd 247	Gatesville	TX 76528	254/865-6084
Culter,David R	206 Millington Trail	Mansfield	TX 76063	817/518-9655
Curtis,Greg M	2004 Moreland Dr.	San Angelo	TX 76905	325/651-8785
Denard,William E	4014 Oakgardens	Kingwood	TX 77339	281/359-8351
Denman,William E	3405 Front Street	Vidor	TX 77662	409-768-1855
Diaz Moran,Jared V	2403 Sailfish Avenue	Pharr	TX 78577	956-239-4875
Diaz,Abel R	6115 Heightsview Lan	Fort Worth	TX 76132	817/294-5738
Edwards,Jeffrey M	709 Broadway	Eules	TX 76040	972-841-7209
Eiland,Kevin R	21819 Forest Vista	Humble	TX 77338	281/443-0310
Evans,Tony Gayle	7819 FM 1476	Gustine	TX 76455	325/667-7906
Facundo Jr,Greg C	133 Pinnacle Parkway	New Braunfels	TX 78132	830/606-0490
Faust,James R	4524 FM1372	North Zulch	TX 77872	936-348-5041
Ferrell,Trevor K	10331 Crestwater Cir	Magnolia	TX 77354	281/850-1424
Flexner,Raymond J	9920 Michelle Hill	Garden Ridge	TX 78266	210/651-0442
Flood Jr,Reid R	2902 St. Michael Dr	Mansfield	TX 76063	817/467-0250
Freeman,Monty R	1739 Matlock	Mansfield	TX 76063	817/477-2590
French,Christopher D	1514 Sayles Ave.	Arlington	TX 76018	817-375-1206
Furnace,Joel Ray	9807 Ravenswood Road	Granbury	TX 76049	817/579-8949
Gaertner,Russell L	2936 Philo St.	San Marcos	TX 78666	512/396-1665
Gibson,Wayne E	35 Coronado Trail	Weatherford	TX 76087	817/596-9517
Gindrup,Michael Shane	725 Country Road 112	Burnet	TX 78611	512/756-7818
Glascoock,Michael H	8604 Bear CreekDrive	Austin	TX 78737	512/288-4395
Goen,Michael R	2804 Andrew Drive	Farmersville	TX 75442	972-475-5548
Goolsby,Garland A	3403 108th Street	Lubbock	TX 79423	806/799-4889
Gosnell,Wendell V	14603 Timbergreen	Magnolia	TX 77355	281-252-9892
Grecu,Aurel T	809 College Street	Grand Prairie	TX 75050	817-614-8629
Green,Michael C	10022 Peachridge	Houston	TX 77070	281/932-6538
Gregg,Damon D	11501 Cactus Springs	Keller	TX 76244	972-889-1783
Griffin,Mark C	271 Summit Drive	Round Mountain	TX 78663	512-784-7670
Griffith,Thomas H	3150 Thurman Road	Lago Vista	TX 78645	512/267-7713
Gross,John R	3502 Sun Valley	Houston	TX 77025	713/661-7328
Gunn,William D	3 Kingswood Dr	Lucas	TX 75002	972/727-4336

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Name	Address	City & State	Zip	Home Phone
Hacking, Raymond D	1632 Lexington Place	Bedord	TX 76022	817-520-2691
Hanson, Wayne N	Rt 7 Box 53	Jasper	TX 75951	409/384-7996
Harris, Adam C	3606 Apple Grove	Manvel	TX 77578	832-428-3515
Harrison, Brian Lee	2716 57th Street	Lubbock	TX 79413	806-791-2631
Harrison, James B	1144 Greendale	Bedford	TX 76022	817-337-9044
Hatfield, Scott A	2620 Geiberger	Plano	TX 75025	972-334-9522
Hobdy, Gary C	9114 Taidswood Drive	Spring	TX 77379	281-376-9619
Hoelting, Kent Dewayne	19421 Lantana RdPO Box 303	Bushland	TX 79012	806/358-2599
Howell, Jack R	25629 White Ranch Rd	La Feria	TX 78559	956/797-4322
Hudson, Thomas C	7440 County Rd 2120	Grapeland	TX 75844	936/687-2547
Ihlenfeldt, Larry G	3858 River BendLane	Waco	TX 76705	254-799-1533
Isbell, Michael S	17423 Wagganner Driv	Hockley	TX 77447	281/924-1414
Johnson, Harold D	323 Timber Ridge Ln	Coppell	TX 75019	214/725-7732
Johnson, Harry W	1360 Co Rd 3414	Jacksonville	TX 75766	903/586-3812
Johnson, Tommy J	568 Sellmeyer Lane	Highland Village	TX 75077	972-317-9524
Johnston, Douglas Wayne	8221 FM 18	Clyde	TX 79510	325/893-4179
Jones, Eric W	339 CR 4670	Pittsburg	TX 75686	903/572-3292
Jones, Steve L	3511 Gin Road	Texarkana	TX 75503	903-831-4734
Jordan, Jay S	2701 Club Meadow	Garland	TX 75043	972/271-6262
Jordan, John Scott	1813 North Bluebird	Harlingen	TX 78550	956/440-1939
Keane, Daniel T	12540 Park Ridge Tra	Ft. Worth	TX 76179	817/551-2992
Kelly, John W	3906 Egret Ct	Spring	TX 77386	281/804-3655
Kirkendall, Shane O	2908 Kenai Drive	Cedar Park	TX 78613	512/259-5222
Kitt, John L	7303 Clear Rock Dr	San Antonio	TX 78255	210/695-2411
Knippa, Ronald A	2662 Pebble Bow	San Antonio	TX 78232	512/496-3105
Koronka, James R	22730 Heatherstone H	Spring	TX 77373	713-594-8398
Krisle, Norman K	PO Box 5446	Frisco	TX 75035	903-520-4823
Kuykendall, Alan W	315 Tremble Road	Weatherford	TX 76085	817-343-5254
Lager, James B	3821 Bonita Dr	Plano	TX 75025	972-987-8613
Lange, Michael L	480 Schuenemann Rd	Seguin	TX 78155	830/303-9212
Lapp, Benjamin A	2404 San Miguel	Friendswood	TX 77546	281-992-4971
Leon, David J	1350 Sadler Drive #4	San Marcos	TX 78666	210/834-4922
Lindquist, Edwin G	201 Wood River Road	Millsap	TX 76066	940-353-7050
Long, Lewis E	PO Box 2183	Anahuac	TX 77514	409/267-3278
Loper, Scotty L	5021 Springbrook Rd	Midlothian	TX 76065	469-575-5291
Low, Keven D	5134 Western Plains	Abilene	TX 79606	325/692-2596
Lowder, Timothy D	6405 Cateau Street	Corpus Christi	TX 78414	361/985-1672
Lugo, Jose O	27 Meyer	Huffman	TX 77336	281-360-6194
Maccanelli, Kevin L	P. O. Box 80691	Midland	TX 79707	432/697-2566
Madewell, Lee A	5181 CR 42600	Paris	TX 75462	903/784-7840
Madison, Carl C	6142 Weiland Road	Weatherford	TX 76088	817/594-1070
Manship, Michael	1642 Commons Dr	El Paso	TX 79936	915/592-8761
Martin, Larry D	2025 Villa Lane	Longview	TX 75604	903/297-4587
Martin, Robert E	538 Stroud Lane	Garland	TX 75043	972/270-3743
McCormick, Robert A	P O Box 697	Danbury	TX 77534	979/922-1598
McFarland, Sean M	215 Oak Grove	Vidor	TX 77670	409-768-1527
McFarlane, Chad S	19850 FM 986	Terrell	TX 75160	469/698-9764
Messersmith Jr, Robert C	3847 Harvey Penick D	Round Rock	TX 78664	512/257-1136
Mijares, Ernesto	12453 Tierra Espada	El Paso	TX 79938	915-855-0973
Minix, Ryan J	4788 Archer CityHwy 79 South	Wichita Falls	TX 76310	970-372-0046
Monnerjahn, David M	1414 Kings Castle	Katy	TX 77450	281-579-7993
Moon Jr, David R	17840 CR 2507	Eustace	TX 75124	903/451-9967

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Franchisees as of January 1, 2011

Name	Address	City & State	Zip	Home Phone
Moon,Clay M	2627 Wood River Driv	Spring	TX 77373	281-635-5737
Mrosko,Michael A	4815 San Antonio Riv	Spring	TX 77386	832/515-0709
Mullett,Glen A	13831 Shavano Glenn	San Antonio	TX 78230	210/493-7262
Murdoch,Mark A	2749 Cordova Rd	Seguin	TX 78155	830/303-3274
Murray,John C **	371 Alaska St.	Van	TX 75790	903-963-4100
Murray,Travis W	PO Box 299	Panola	TX 75685	318/925-8937
Nelson,Phillip E	2311 Fox Run	Mission	TX 78574	956/581-7683
O'Connor,Duffy M	138 Majestic Oaks	Boerne	TX 78006	210-414-7534
O'Leary,Patrick T	6145 Bandelero	El Paso	TX 79912	915/584-5819
Olson,Robert D	3885 Mirror Fountain	Frisco	TX 75034	972/679-1208
Ornelas,Eduardo	3086 Oak Arrow	El Paso	TX 79936	915/856-0259
Oswalt,John D	312 E Carolanne Blvd	Marshall	TX 75672	903-407-2586
Pagel,Darren M	13934 Miller Road	St Hedwig	TX 78152	210-667-9491
Patterson,Jimmy L	5235 168th Street	Lubbock	TX 79424	806/698-1398
Pennington,Joel K	11 Park Place	Mansfield	TX 76063	817/477-5958
Peterson,Bruce R	6533 Grand Ridge Dr	El Paso	TX 79912	915-584-8981
Petras,Michael Alvin	5796 N Circuit Dr	Beaumont	TX 77706	409/898-8464
Petro,Curtis R	3108 Accomac Drive	Austin	TX 78748	512-349-6957
Phillips Jr,James W	32527 PebbleBend Way	Magnolia	TX 77354	832-934-0271
Pilkington,Ross S	3307 Jack Beaver Rd	Santa Fe	TX 77517	409-927-2816
Plante,Daniel J	14118 Kint Circle St	San Antonio	TX 78247	210/496-0109
Poorman,Jerry Michael	10700 Jennifer Cr	Forney	TX 75126	972-552-9257
Porter,James E	6182 Brodnax Lane	San Angelo	TX 76904	325/651-8665
Presson,Kim B	1615 Grape Lane	Pampa	TX 79065	806-669-3456
Regian,King Wayne	207 Twisted Oak Lane	Crawford	TX 76638	254/848-2502
Reidel,Robert Philip	11502 Kingsford Crt	Montgomery	TX 77316	936-588-6322
Rivich,Robert K	16847 Ivy Wild Lane	Houston	TX 77095	281-256-2519
Rodenburgh,Luke E	116 Horizon Ridge Dr	Mckinney	TX 75071	940-594-5247
Rodgers,Daniel R	161 Grand Oak	San Antonio	TX 78232	210-402-3904
Rodriguez,Alejandro M	11387 Wentworth Driv	Frisco	TX 75035	972-363-5855
Rodriguez,Raul	602 Victoria	Laredo	TX 78040	956-763-2024
Sandoval,Michael J	4608 Harvard St.	Lubbock	TX 79416	806/765-7922
Savage,Kenneth J	240 P.R. 4331	Longview	TX 75604	903-295-1628
Schaefer,Billy R	2009 Azalea	Temple	TX 76502	254/778-5912
Schnoor,Daniel N	2330 Vernell Way	Round Rock	TX 78664	512/733-6192
Schultz,Robert R	4227 Wildflower	Alvin	TX 77511	281-388-2147
Scott,James D	22 Dartmouth Circle	Odessa	TX 79764	432/550-3921
Shivers,Johnny E	1324 Durst	Nacogdoches	TX 75964	936/564-8676
Sisemore,Juan R	1901 W 19th	Plainview	TX 79072	806/296-6091
Snellgrove,Brian L	2100 Westside Drive	Stanton	TX 79782	432/756-2111
Snow,Richard M	18102 Kitzman	Cypress	TX 77429	281/516-9194
Staggs,Ronald E	8612 Pamona Drive	Amarillo	TX 79110	806/359-6074
Stewart,David Gordon	5220 Shallow CreekCourt	Midlothian	TX 76065	972/723-0123
Streety,Glen L	7318 78th Street	Lubbock	TX 79424	806/794-9286
Stuart,Jeffrey C	3259 Webb Rogers Roa	Waskom	TX 75692	903/938-1799
Taft,Patrick A	1639 Sunfire Circle	New Braunfels	TX 78130	830-626-1415
Talancon,Javier E	3515 Calle Nortena	Brownsville	TX 78526	956-621-2390
Tatsch,Rick A	115 Turtle Bend	Georgetown	TX 78628	512/868-8248
Taylor,Dennis E	351 Cherrywood Ln	Live Oak	TX 78233	210/946-0451
Taylor,Robert Clinton	811 Essex Drive	Friendswood	TX 77546	281/992-1254
Thier,Robert E	10480 Montanio Drive	New Braunfels	TX 78132	830-606-2226
Thomas,Billy J	20407 Misty Crossing	Spring	TX 77379	713-409-7909

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Franchisees as of January 1, 2011

Name	Address	City & State	Zip	Home Phone
Tipton, Donald T	3490 Riverbend Drive	Vidor	TX 77662	409/768-1122
Toennis, Andre E	7264 Regency Sq Ct	Houston	TX 77036	713/266-0193
Tomlinson, Donald W	1905 Timberline Dr	Sherman	TX 75092	903/893-8613
Trlicek, Kevin J	193 Shannon Valley Drive	Victoria	TX 77904	361-575-7060
Valeri, Albert	232 Tupelo	Conroe	TX 77304	936-539-6258
Vann, Robbie J	634 Key Lane	Abilene	TX 79602	325-668-4332
Villarreal, Alfredo	1215 Gin Drive	Pharr	TX 78572	956-821-9574
Walker, Van Harris	3717 White Settlement Road	Weatherford	TX 76087	817-441-7937
Walters, Derek R	10639 Saratoga Sq.	Missouri City	TX 77459	281-778-6989
Wamsley, Richard George	11202 Ashcreek	Houston	TX 77043	281/531-1516
Waslien, Jay M	914 Colchester	Garland	TX 75040	972-530-6578
Waters, Michael L	6022 Twin Creek	Missouri City	TX 77459	281-778-9602
Weik, James B	134 Bent Tree Cove	Cedar Creek	TX 78612	512/431-5093
Williams, Ricky D	9550 Braden Dr	Canyon	TX 79015	806/655-3973
Winget, David E	250 Sunlake Court	Waco	TX 76712	254/848-9903
Woods, Patrick J	13822 Eaglesnest Bay	Corpus Christi	TX 78418	361-949-7372
Word, Bobby L	230 Pin Oak Lane	Magnolia	TX 77354	281/356-4505
Word, Christopher	P.O. Box 343	Rhome	TX 76078	817-734-9015
Wright Jr, Stanley H	621 Hall Road	Ferris	TX 75125	972/544-2080
Wyborny, Dana J	12301 Capitol Saddle	Austin	TX 78732	512/266-6765
Yanowski, Gary E	7451 Gentling Place Ct	N Richland Hills	TX 76180	817/656-1142
York, Lynn D	7402 Foster Creek	Richmond	TX 77469	979/921-0189
Yost, Richard L	5549 Russell	The Colony	TX 75056	972/624-1129
Adams, Timothy C	2328 Alamosa Dr	Washington	UT 84780	435-627-2988
Blackburn, Darren W **	1920 West Deep Creek	Morgan	UT 84050	801-829-0220
Blackham, Jon Emerson	4593 W. 8230 South	West Jordan	UT 84088	801/282-3899
Boland, Scott	10032 Ridge Gate Cir	Sandy	UT 84092	801/576-0241
Brian, Dick L	2205 E 2350 N	Richfield	UT 84701	435/896-6947
Burton, Jared	2414 South 650 West	Terry	UT 84302	801/389-5051
Campbell, Michael G	13930 South 2700 West	Bluffdale	UT 84065	801/254-6444
Cornish, Ian D	9748 So Chesapeake	So Jordan	UT 84095	801-253-4904
Dennis, Kevin P	6683 Aqua Vista Cove	Salt Lake City	UT 84121	801/942-1376
Denter, Cory J	7848 S Quick Water W	West Jordan	UT 84081	801-755-0656
Flores, Rafael T	1283 E. Hidden Valle	Sandy	UT 84094	801-571-0484
Graham, Ryan W	1879 Allison Way	Syracuse	UT 84075	801-458-9472
Holloway, Richard Evan	1210 Meadow Ridge Ln	South Jordan	UT 84095	801-562-8695
Hoskins, Wess L	2163 W 2550 S	West Haven	UT 84401	801-564-0726
Jaynes, Daniel L	7894 West Thoreau Drive	Magna	UT 84044	801/798-0534
Jolley, David Brent	608 S. 2050 W.	Vernal	UT 84078	801/789-7723
Kawaguchi, Dennis M	511 N. Pleasant View	Kaysville	UT 84037	801-546-3074
McComb, Robert M	405 E. Anna Lane	Midway	UT 84049	435-654-4030
McDonald, Glade N	310 West 550 North	Orem	UT 84057	801-226-0445
Mulliner Jr, Paul J	557 E 500 No	Orem	UT 84097	801-802-0403
Okerlund, Michael A	3457 W Melody Creek Circle	Riverton	UT 84065	801-302-5847
Potter, Duane E	2571 West 10950 South	South Jordan	UT 84095	801-446-3633
Shattuck, Derek J	13984 Friendship Dri	Herriman	UT 84096	801-931-8313
Smith, Justin R	1465 North 2425 West	Layton	UT 84041	801-721-1031
Somerville, Christopher J	2353 S. Alamosa Driv	Washington	UT 84780	435/680-0118
Strahan, Scott N	4780 W. 4400 S.	West Haven	UT 84401	801/825-8050
West, William Don	1550 E Braxton Place	Logan	UT 84321	435-752-4235

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Franchisees as of January 1, 2011

Name	Address	City & State	Zip	Home Phone
Wilkey, Jared M	2283 S 2410E	St George	UT 84790	435/656-1604
Wright, Cody R	4398 West 5825 South	Hooper	UT 84315	435-229-2451
Hayes, Justin G	136 Cross Parkway	Burlington	VT 05408	802/578-3786
Holcomb, Kevin	38 West Street	Essex Junction	VT 05452	802-878-1113
Jabour, Joe L	29 Country Club Dr	South Burlington	VT 05403	802-864-6091
Kingsbury, Evan T	86 Apple Ridge Rd	Bradford	VT 05033	802/222-4724
Kruger, Jeffrey S	34 Tanglewood Drive	Essex Junction	VT 05452	802-238-6660
Laperle, Mark R	419 Hill Street Extension	Berlin	VT 05602	802-223-6316
Lyon, Bruce E	697 Gould Hill Rd	Johnson	VT 05656	802/635-2678
Maher, Shawn P	99 Holmes Road	South Burlington	VT 05403	802/370-1302
Martin, Cory A	2689 Gallup Rd	Franklin	VT 05457	802/285-6086
Pelton, Peter	3044 RTE 153	West Pawlet	VT 05775	802-394-7846
Smith, Jay W	465 Woodstock Rd	Woodstock	VT 05091	802-457-9064
Tuure, Joshua D	6 Griswold Street	Jericho	VT 05465	802-899-3688
Warrell, Rob	132 Highwinds Lane	Florence	VT 05744	802-483-6877
Anderson, John W	11330 Dumaine Dr.	Midlothian	VA 23112	804-744-0704
Anderson, Woodrow W	14049 Sir Walker Drive	Mont Pelier	VA 23192	804/264-5554
Armbrust, Brian M	3700 Douglas Rd	Chesapeake	VA 23322	757/848-1024
Baccari, Nichoals J	6808 Ontario Street	Springfield	VA 22152	703/913-3095
Bagbey, George A	1168 Cluster Springs	South Boston	VA 24592	804/753-1465
Bales, Stephen Alan	5773 Lee Highway	Atkins	VA 24311	276-783-3909
Banff, Brian E	4006 Victory Blvd Suite J	Portsmouth	VA 23701	757/875-0771
Barger Jr, Donald W	1155 Quail Drive	Goodview	VA 24095	540/890-0421
Bassett, Christopher A	2116 Temple Drive	Roanoke	VA 24017	540-330-4840
Bell, David L	PO Box 3406	Hampton	VA 23663	757/258-1022
Blazier, Samuel J	1833 Shipwreck Drive	New Market	VA 22844	540-740-9316
Brann, Timothy R	1356 Rich Neck Road	Warsaw	VA 22572	804-333-3034
Brashears Jr, Russell S	2409 Litchfield Way	Virginia Beach	VA 23453	757/563-6137
Brown, James D	94 Ulysses Way	Linden	VA 22642	540-794-4402
Bryant, Jason S	1033 Gauguin Drive	Virginia Beach	VA 23454	757-802-5612
Bryant, Robert S	2609 Wilkes Drive	Virginia Beach	VA 23456	757-689-8356
Cain, Andrew M	4999 Dan Robin Road	Salem	VA 24153	540/380-2694
Cartwright, Mark W	5742 Firelight Terra	Moseley	VA 23120	804/639-6976
Caulley, John L	10641 Figg Shop Road	Gloucester	VA 23061	804-693-2518
Cheely, Mark K	334 Brunswick Dr	Brodnax	VA 23920	434/949-6246
Clark, A. Hylton	1091 S Sleepy Creek Road	Cross Junction	VA 22625	540/888-9344
Conron, Patrick	6107 Stegen Drive	Alexandria	VA 22310	703/960-8665
Cook, Michael J	8109 Crown Colony Pkwy	Mechanicsville	VA 23116	804/746-2748
Creed, Gary L	2140 Lees Gap Road	Fincastle	VA 24090	540-473-1671
Crotty, Sean E	3704 Fort Hill Drive	Alexandria	VA 22310	301-856-9285
Dadey, Craig J	6325 Mattawan Trail	Mechanicsville	VA 23116	804-569-1340
Davis, Todd C	155 Turners Neck Roa	Toano	VA 23168	757-508-2209
Dawes, Mark A	6268 McClellan Road	Mechanicsville	VA 23111	804/781-0690
Dodd, D Wayne	8103 Wyntrebroke Co	Richmond	VA 23235	804/745-2996
Doughton, Danny	232 McNeil Mill Rd	Rocky Mount	VA 24151	540/489-5837
Fraze, Donald W	16023 Fairway Drive	Montclair	VA 22025	703-878-8968
Geffert, William J	445 Oak Springs Dr	Aylett	VA 23009	804-514-9998
Gill, Todd C	4027 So Riverside Dr	Lanexa	VA 23089	757/566-3885

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Name	Address	City & State	Zip	Home Phone
Goad,Vince A	505 S Main	Hillsville	VA 24343	276/728-4726
Guckert,Bruce M	2616 Salem Rd	Virginia Beach	VA 23456	757/639-1566
Hamilton,Jeffrey Grant	PO Box 1537	Gloucester	VA 23061	804/693-9803
Hamilton,Steven M	2652 Highland Meadows Way	Virginia Beach	VA 23456	757-689-3911
Hawley,Dennis E	2805 Huntermill Rd	Oakton	VA 22124	703-242-8876
Herceg Jr,George R	5213 Watercrest Rd	Midlothian	VA 23112	804-338-7746
Hess,Gerald D	PO Box 2241	Lebanon	VA 24266	276/889-2964
Hobbs Jr,Earle B	4610 Hopewell Road	New Kent	VA 23124	804/333-5135
Holland,Earl G	114 Bradley Drive	Yorktown	VA 23692	757/898-7516
Hudson,John N	10501 Beaver Pond Ct	Fairfax Station	VA 22039	703/250-2836
Isham,William H **	13318 Queen Street	Disputanta	VA 23842	804-991-2263
Jenkins,Phillip E	6010 Belmont Rd	Mineral	VA 23117	540/854-4553
Johnson,Roy M	103 Evergreen Street	Sterling	VA 20164	703/430-4572
Johnston,Keith C	37665 Piggot HousePlace	Purcellville	VA 20132	540/338-8943
Jones,Jack Dwayne	1133 Newmarket Dr	Virginia Beach	VA 23464	757/474-6171
Jones,Marcus K	20600 Skinquarter Rd	Moseley	VA 23120	804/739-2132
Jordan,David B	21233 Frog Level Rd	Ruther Glen	VA 22546	804/559-4851
Kandzior,William T	3088 Indian ValleyRoad	Radford	VA 24141	540/789-2241
Keeler Jr,Johnny L	5679 N. Seminole Tra	Brightwood	VA 22715	540/222-2446
Klimas,Eugene M	5536 Millwood Drive	Gloucester	VA 23061	804/693-7815
Landes,William D	PO Box 224	Cloverdale	VA 24077	540/529-7021
Leuppert Jr,Fred W	25 Tarleton Way	Stafford	VA 22554	540/720-1268
Lipscomb,Cody D	488 Deerfield Road	Louisa	VA 23093	434-981-4627
Lyons,Bryan Lee	14120 Gusty Knoll Ln	Leesburg	VA 20176	703-777-5796
Marston,Stephen T	24394 Lovers Lane	Windsor	VA 23487	757/242-3414
Martin,James C	10900 Weybridge Rd	Chester	VA 23831	804-796-5147
Massel,Jeffrey D	3909 Lombard Ct	Virginia Beach	VA 23453	757/471-7521
Massie,Calvin W	977 Seminole TrailSuite 223	Charlottesville	VA 22901	434/975-1825
Mayberry,Michael W	116 Spangler Drive	Dry Fork	VA 24549	434-724-7956
McDonnell,Harold J	333 Hickory RoadEast	Chesapeake	VA 23322	757/421-9078
Mosdal,Eric A	7362 Port Republic R	Port Republic	VA 24471	540-808-9409
Mottley,William E	1885 Hope Meadow Way	Powhatan	VA 23139	804-598-1549
Muir,Alexander J	15416 Overlook Ct.	Culpeper	VA 22701	703-973-3113
Nanni,Jay R	1009 Eagle Point Dr	Virginia Beach	VA 23456	757/892-0770
Pardue,Richard S	13125 GreenwoodCreek Dr.	Ashland	VA 23005	804-752-4699
Parulis,Stephen J	1303 Yellow TavernCt	Herndon	VA 20170	703/430-4533
Paxton,Keith Lee	4801 Lynbrook Lane	Richmond	VA 23237	804/706-1754
Pearson,Christopher W	25302 IndependenceRoad	Unionville	VA 22567	703/444-6308
Pierce,Sean P	7626 Leeds ManorRoad	Marshall	VA 20115	540/364-4607
Reed,Kenneth	1457 Stoverschool Rd	Greenville	VA 24440	540/885-3283
Reed,Kenneth H	551 Draft Ave	Stuarts Draft	VA 24477	540-290-9074
Rowell,Kevin S	712 Bartell Drive	Chesapeake	VA 23322	757-410-0754
Sager,Earl D	513 Powhatan Court	Stafford	VA 22556	540-288-1200
Schaffer,Mark D	10460 Greene Dr	Lorton	VA 22079	703/328-4072
Theisen,Robert S	6725 Gateline Dr	Richmond	VA 23234	804-743-7141
Tuck,Dallas Dale	3621 Green Pond Rd	Chatham	VA 24531	434/432-4663
Wampler,Steve	16 Meadows KnollsLane	Staunton	VA 24401	540/337-1133
Waro,Paul G	4826 Spruce Avenue	Fairfax	VA 22030	703/631-2315
Watts,Kenneth A	7521 Hines Place	Richmond	VA 23231	804/795-7521
Weiss,David Artwill	80 Old Forge Road	Callaway	VA 24067	828-545-2132
Wheeler,Charles S	PO Box 5303	Herndon	VA 20172	703/898-7159
Williams,Glen R	102 Cambridge Drive	Danville	VA 24541	434-251-9383

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Name	Address	City & State	Zip	Home Phone
Willie,William A	7531 Lisa Ln	Richmond	VA 23294	804/627-0551
Wink,Robert C	306 Cardinal GlenCircle	Sterling	VA 20164	571-323-1608
Wooldridge,Ronnie Wayne	649 Crossroads Ln	Evington	VA 24550	434/821-2136
Wooldridge,Thomas W	255 White Cypress Dr	Forest	VA 24551	804/525-1524
Woykowski,Theofil H	9518 Ada Road	Marshall	VA 20115	540/364-3960
Adams,Shaun	13107 NE 144thStreet	Brush Prairie	WA 98606	360/260-8679
Anderson,Steven L	10397 Ridge Place	Sedro Wooley	WA 98284	360/856-6477
Battien,Jeff R	18309 96th Dr SE	Snohomish	WA 98290	425/338-0758
Bielinski,Jack E	12021 223rd Drive SE	Kent	WA 98031	253-639-2504
Deane,Francis T	3121 Green Tree Ln	Port Angeles	WA 98362	360/457-6909
Dilbeck,Ricky L	502 Bittner Road	Yakima	WA 98901	509/452-3405
Dodd,Charles L	23015 115th NE	Arlington	WA 98223	425-334-4052
Dupraw,Jed E	5005 Silver BeachAvenue	Bellingham	WA 98226	360/671-0989
Ellithorpe,Roger E	15220 NE 209th Place	Brush Prairie	WA 98606	360-256-5611
Felton,Ryan S	6604 78th Place NE	Marysville	WA 98270	426-238-4638
Ferguson,Bradley A	2008 S. Tweedt Court	Kennewick	WA 99338	509-736-6812
Force,Larry D	PO Box 192	Vaughn	WA 98394	253-884-4501
Foster,Bruce Alan	North 5516 Best Rd.	Spokane	WA 99216	509/927-7923
Giboney,Phil R	6009 Holm Lane	Fife	WA 98424	253/924-1324
Graham,Robert T	7004 NE 75th Street	Vancouver	WA 98661	360-256-1963
Green,Bruce A	20045 Gina Marie Ln	Burlington	WA 98233	360/757-8432
Haight,Clyde W	1245 Hawley Way NE	Bainbridge Islane	WA 98110	206-780-7762
Hanson,Wallace L	2194 Elgin Rd NE	Moses Lake	WA 98837	509/765-4314
Hardan,Andy W	21502 99th Ave S E	Snohomish	WA 98296	425/330-6677
Harden,Darrell E	1027 E 19th	Kennewick	WA 99337	509/586-3593
Harkleroad,Steven G	20446 299th Lane NE	Duvall	WA 98019	425-260-7566
Harvey,Barton C	1122 Chestnut Dr	Walla Walla	WA 99362	509/525-7601
Heitz,Richard L	8107 Hidden ValleyRoad	Lacey	WA 98503	360/491-8644
Holt,David B	11531 Juanita Dr NE	Kirkland	WA 98034	425/823-9316
Hower,Scott L	2427 274th Ave NE	Redmond	WA 98053	425/868-9201
Kerr,Donald L	15750 Tieton Drive	Yakima	WA 98908	509-728-2832
Kingsley,Michael Dean	3146 Allen Street	Kelso	WA 98626	360/577-7224
Kinsey,William K	1060 Webb Place S	East Wenatchee	WA 98802	509/886-2088
Koboski,Oscar G	663 Old Naches Hwy	Yakima	WA 98908	509-965-0711
Langmack,David A	30124 3rd Pl. So.	Federal Way	WA 98003	253-946-9261
Leonard,Joe	1109 E 19th Ave	Kennewick	WA 99337	509-586-7606
Limpus,Matthew C	25850 175th Place SE	Covington	WA 98042	253/639-2067
Marsland,Daniel C	10543 14th Ave So.	Seattle	WA 98168	206/242-2365
Matthews,Joseph M	2825 121st Ave SE	Lake Stevens	WA 98258	425-343-2633
McClure,Terry D	19007 N.E. 23rd St.	Vancouver	WA 98684	360/256-0695
McGill,Chad J	34502 27th Ave SW	Federal Way	WA 98023	253-874-0264
McWhirk,David J	27000 E Ante Rd	Newman Lake	WA 99025	509/226-2062
Mikesh Jr,John L	2520 185th Ave E	Lake Tapps	WA 98391	253/891-0309
Miller Jr,Edward F	20453 131st Pl SE	Kent	WA 98031	253/639-0421
Miller,Walter M	16329 33rd Avenue So	Mill Creek	WA 98012	425/512-4261
Moreland,Eric H	9711 151st Ave KPN	Gig Harbor	WA 98329	253-884-9764
Morse,Chad H	24202 6th Pl. West	Bothell	WA 98021	425/424-0157
Mueller,Steven A	13211 Faircourt Lane	Rainier	WA 98576	253-862-5263
Muller,Charles F	25712 SE 310th St	Black Diamond	WA 98010	360/886-1789
Mustain,Robert G	11554 Bullfrog Avenu	Port Orchard	WA 98367	253/475-5448

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Franchisees as of January 1, 2011

Name	Address	City & State	Zip	Home Phone
Owen,Brian William	2427 So 304Th St	Federal Way	WA 98003	253/927-6509
Pietila,Steven C	1402 Auburn Way N 43	Auburn	WA 98092	253/351-0560
Ragan,Billy Pat	3601 N Ashton Rd	Otis Orchards	WA 99027	509/927-7290
Richardson,Randy L	Po Box 403	Kingston	WA 98346	360/297-3231
Rogers,Wesley A	P.O. Box 493	Puyallup	WA 98371	253/840-2319
Rosenberg,John S	710 198th Place SE	Bothell	WA 98012	425/987-8741
Rus Jr, Frank C	2155 Central Road	Everson	WA 98247	206/387-8680
Shelton,Kenneth W	P. O. Box 822727	Vancouver	WA 98682	360/892-1467
Sletmoen,Jon T	12906 66th Ave. SE	Snohomish	WA 98296	425/338-5702
Smart,Darren	17700 SE 40th Place	Bellevue	WA 98008	425-941-1345
Smith,Scott W	PO Box 12578	Millcreek	WA 98082	206/963-1038
Sorenson,Todd S	1408 N.E. 103rd Ct	Vancouver	WA 98664	360-882-2846
Strayer,Tracey A	1884 Camden Rd	Newport	WA 99156	509/292-5051
Tobin,Mark P	8007 162nd Ave KPS	Longbranch	WA 98351	253/884-1902
Wolff,Gary J	19425 N. Holcomb Rd	Mead	WA 99021	509/238-9406
Zoller,Andrew P	6510 26th Street NE	Tacoma	WA 98422	253-531-5915
Adkins,Terry E	157 Moore Road	Kenova	WV 25530	304/453-6956
Andrews,Mark A **	11064 Leetown Rd.	Kearneysville	WV 25430	304-279-1291
Beckett,Rodney A	Rt 1 Box 116	Ravenswood	WV 26164	423-716-3112
Brewbaker,Michael L	105 Winding Water Dr	Inwood	WV 25428	304/229-4419
Burch,Nelson	412 Dug Hill Rd	Morgantown	WV 26508	304/296-7189
Creager,David T	137 Flat Top Lake Rd	Ghent	WV 25843	304/787-4710
Fetter,Thomas S	PO Box 130	Williamsburg	WV 24991	304/647-9995
Greenwood,Paul F	RR 6 Box 131	Fairmont	WV 26554	304/366-8228
Hill,Timothy P	43 Spruce Ridge	Hurricane	WV 25526	205/647-0834
Hinrichs,Bryan W	10 Graceland HillsPO Box 2405	Elkins	WV 26241	304/636-1311
Hinshaw,Michael S	1137 Hickory Mill Rd	Hurricane	WV 25526	304/562-3326
Kirk,Richard L	141 Windwood Drive	Morgantown	WV 26505	845-298-1837
McKee,Matthew G	Route 9 Box 137	Buckhannon	WV 26201	304/472-1472
Morehead,William B	513 Vineyard RidgeRd	Looneyville	WV 25259	304/565-3117
Reckart,Brandon E	44 Belgian Estates	Bruceeton Mills	WV 26525	304-379-1010
Richard,Lesley N **	1533 Spring Valley D	Huntington	WV 25704	304-429-1660
Sayre,Terry M	632 Ridgeview Dr.	Jane Lew	WV 26378	304/473-0588
Suiter,Herman Dale	RR 2 Box 628	Princeton	WV 24740	304/384-9526
Wheeler,Matthew J	69 Bird Lane	Fayetteville	WV 25840	304/574-3348
Zelewicz,Bernard P	400 S. York Street	Wheeling	WV 26003	239-596-4177
Adam,Jason K	929 Meadowood Ln	Hudson	WI 54016	715-386-9576
Anderson,Jeremy M	2002 Deerfield Drive	West Bend	WI 53090	910-381-2033
Barclay,Stacy S	14400 State Highway	Herbster	WI 54844	715-774-3138
Beyer,Gary	957 Outward Dr	De Pere	WI 54115	920/337-0217
Brezinsky,Lynn J	1043 Briarwood Lane	Fond du Lac	WI 54935	920/921-4768
Bushey,Peter S	105 Grace Street	Sharon	WI 53585	262-736-9231
Chelberg,Lawrence W	2181 140th Avenue	St. Croix Falls	WI 54024	715-483-1553
Christophersen,Douglas L	604 Parrot Lane	Wausau	WI 54401	715/359-9631
Dirks,Jon J	974 Wert Rd	Hudson	WI 54016	715/377-0037
Drogsvoold,Dennis H	2665 Cross Prairie D	Janesville	WI 53546	608/352-7044
Eling,Randy A	N3348 Narciccus Road	Lake Geneva	WI 53147	262/903-1425
Enders,Bradley P	N2002 Wittwood	Oostburg	WI 53070	920/208-9548

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Franchisees as of January 1, 2011

Name	Address	City & State	Zip	Home Phone
Flikkeshaug, Richard A	N39765 County Rd O	Whitehall	WI 54773	715/694-2322
Frankland, Daniel C	W10632 Hwy J	Lodi	WI 53555	608/592-4827
Garrow, Stephen T	3535 Spruce St	Appleton	WI 54914	920/730-0683
Gaulke, Todd A	5613 N. MilwaukeeRiver Parkway	Glendale	WI 53209	414/352-8201
Gilman, Robert A	166 Kuettel Ct	Neenah	WI 54956	920/729-5443
Gondek, Jeffrey R	2788 E State Road 1	Superior	WI 54880	715/394-9067
Hagel, Marc A	S9061 David Court	Eleva	WI 54738	715/878-9679
Hanson, Todd A	11078 Main Street	Hewitt	WI 54441	715/389-8083
Harris, Richard L	N 4933 BeaverbrookAvenue	Spooner	WI 54801	715/635-7551
Havlovick, Kenneth R	N516 Fremont Rd	Whitewater	WI 53190	262-473-3535
Janson, Charles Lynn	18405 Countryside Ct	Brookfield	WI 53045	414-784-0142
Jira, Anthony	N6201 Claire Rd	Deerbrook	WI 54424	715-623-4023
Johnson, Bruce H	E9708 County Road D	Clintonville	WI 54929	715/823-2507
Koehn, James R	N7570 Sandy Beach	Fond Du Lac	WI 54935	920-923-1963
Koenen, Keith J	273 Henry St	Burlington	WI 53105	262/763-1786
Kopesky, James J	8262 63rd Ave	Pleasant Prairie	WI 53158	262/942-0597
Kramer, Kenneth W	2313 W Roselawn Dr	Appleton	WI 54914	920/739-8803
Kransberger, C Blair	W9466 Lake Drive	Edgerton	WI 53534	608/884-3499
Kuehn, Joseph L	1905 Aster Road	Wausau	WI 54401	715-241-6222
Larsen, Terrel S	E5575 680th Avenue	Menomonie	WI 54751	715-875-4014
Lehman, Todd M **	128 East Dank Street	Fond Du Lac	WI 54935	920-923-3836
Lotto, Brandon C	655 Muenster Lane	Seymour	WI 54165	920/833-1115
Mahoney, Douglas R	N3468 Co Rd Q	Medford	WI 54451	715/748-5328
Marks, Wesley R	361 Northbrook Road	Luxemburg	WI 54217	920-845-5379
Matenaer, Joseph P	N4648 Hwy D	Helenville	WI 53137	414/593-5088
Mayotte, Keith L	2924 North Shore Dri	East Troy	WI 53120	262-684-5156
Miles, Ronald J	19625 82nd St. #9	Bristol	WI 53104	262-515-6758
Miles, Timothy P	3524 Leo Lane	Racine	WI 53406	262-909-9595
Mindiola, Anthony J	W258 S4813 RedClover Dr	Waukesha	WI 53186	414-544-6452
Nall, Jeff A	1420 Mackinac Ave	South Milwaukee	WI 53172	414/507-8507
Ouimet, William G	4922 N CumberlandBlvd	Whitefish Bay	WI 53217	414/967-4904
Peterson, Emmerly E	19254 52nd Ave	Chippewa Falls	WI 54729	715/726-9386
Quick, Terrance R	W8939 Black Otter Co	Hortonville	WI 54944	920/858-1301
Richard, Frank R	PO Box 288	Kieler	WI 53812	608/568-3416
Ritchie, Eric J	W3105 Artesia Beach	Malone	WI 53049	920-960-2169
Ritzman, Robert V	W5290 Pebble Beach D	Elkhorn	WI 53121	262/742-5298
Schlater, Jess D	3411 Fischer Drive	Burlington	WI 53105	262-763-5015
Schmitz, Brett	11990 Badger MeadowsRoad	New Holstein	WI 53061	920-894-4058
Schmitz, Wayne J	9110 County Hwy JJ	Manitowoc	WI 54220	920/682-6474
Schneider, Chad M	N4509 Moehrke Road	Chilton	WI 53014	920-849-4515
Siefert, Jared	736 N. Main Street	Luxemburg	WI 54217	920-819-3738
Silverman, Kent E	265 Evergreen Ct	Burlington	WI 53105	262/767-1565
Slaney, Jonathon J	8342 HWY P.D	Verona	WI 53593	608-437-7479
Sorenson, Joseph J	W 1915 County Rd D	Burlington	WI 53105	262-210-2078
Spiro, Steven A	3734 S 12th Place	Sheboygan	WI 53081	414/452-0777
Stanton, Gary L	314 Columbia St.	Mondovi	WI 54755	715/926-3815
Swenson, Daniel S	W1024 Oak Valley Rd	Fountain City	WI 54629	608/687-7701
Tab, Robert W	290 Catskill Rd.	Waukesha	WI 53186	262/798-9608
Thomas, Scott L	2506 North Bremen St	Milwaukee	WI 53212	414-881-1078
Thurston, Ronald E	931 S Bird St	Sun Prairie	WI 53590	608/837-9073
Van Doren, Keith J	7193 WoodcrestCircle	Rhineland	WI 54501	715/282-5460
Van Hoof, Larry R	N 3481 Riverbend Dr	Peshtigo	WI 54157	715/582-9948

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Franchisees as of January 1, 2011

Name	Address	City & State	Zip	Home Phone
Vetrone, Matthew J **	1022 Delafield Street	Waukesha	WI 53188	719/512-3134
Washebek, James C	8808 Primrose Ln	Wausau	WI 54401	715/359-9249
Weber, Anton J	W331 N9353 WestShore Drive	Hartland	WI 53029	414/966-0636
Weber, James F	W339 N9570 TownlineRd	Oconomowoc	WI 53066	920/474-3155
Weber, Josef A	W331 N9297 West ShorE Dr	Hartland	WI 53029	262/966-2202
Weitzel, Anthony J	S6202 County Road PF	North Freedom	WI 53951	608-522-4436
Wold, Aaron R	N 4702 County Road J	Menomonie	WI 54751	715/233-1460
Young, John S	16578 W. Colbroth La	Hayward	WI 54843	715-634-0414
Zahn, Randal L	12190 Stern Rd	Gillett	WI 54124	920/855-6073
Banker, Timothy A	1719 McKinney Dr	Cheyenne	WY 82009	307/775-0119
Burch, Ruth M	6712 Zero Road	Casper	WY 82604	307/237-7743
Corbitt, Shawn D	201 Sunflower Lane	Rock Springs	WY 82901	307/382-3961
Hovland, William G	38 Marquette Dr	Cody	WY 82414	307/527-5085
Jacobson, Kirk L	6 Hilltop Circle	Gillette	WY 82716	307-687-0557
Jensen, Kevin H	PO Box 1669	Afton	WY 83110	307-883-1238
Osback, Travis J	1801 E Park	Riverton	WY 82501	307/856-8764
Rich, Steven C	3015 Cotton Creek Pl	Casper	WY 82604	307-235-1840
Roth, James W	894 Olympus Drive	Sheridan	WY 82801	307/672-3387
Schram, Kevin M	1861 Shalom Avenue	Gillette	WY 82718	307-687-1259
Waufle, Blake L	220 S. 2nd	Glenrock	WY 82637	307-631-2449
Weron, Richard A	4512 Bobolink Lane	Laramie	WY 82070	307-742-0387
Young, James	6236 Mountain View D	Cheyenne	WY 82009	307/634-9740

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APPENDIX F

Franchisees Who Have Left the Snap-on System in the Twelve-Month Period Ended January 1, 2011

Note: In some instances franchisees who have left the Snap-on System sign agreements with provisions restricting their ability to speak openly about their experience with Snap-on. You may wish to speak with these former franchisees, but be aware that not all former franchisees will be able to communicate with you.

APPENDIX F

Report ID: LEGAL 023

Franchisees Who Terminated Between January 2, 2010 and January 1, 2011

Last Name	First Name	Middle Initial	Address	City & State	Zip	Home Phone
Kierspe	Robert	D	210 Chase Lane	Pelham	AL 35124	205/444-9847
Losch	Rudolph	W	802 Pinewood Court	Daphne	AL 36526	251/656-1368
Nowell	Kenneth		10620 Hillcrest Dr	Grand Bay	AL 36541	251/865-3375
Williams	Steven		740 Briny Circle	Anchorage	AK 99515	907/345-2036
Ballinger	Gary	N	8109 N Streamside Av	Tucson	AZ 85741	520-744-9337
Efnor	David	J	12305 East Gold Dust	Tucson	AZ 85479	520-749-6311
Garcia	Michael	K	2829 South Calle Ros	Mesa	AZ 85202	480-577-2677
Horton	Zeb	C	8552 W Pershing Ave	Peoria	AZ 85381	602/488-6425
Johnson	William	M	8919 W. Quail Avenue	Peoria	AZ 85382	623-328-9752
Norgord	Michael	S	374 Calle de Buena Vista	Safford	AZ 85546	928-348-4714
Skorick	Lowell	E	1015 East Bah Ki Inn	Coolidge	AZ 85228	520-723-2544
Speese III	James	S	2810 N. 31st Street	Phoenix	AZ 85008	623/487-9006
Wohlrabe	Christopher	J	4501 North Sauter Dr	East Prescott Vall	AZ 86314	928-759-0172
Edmondson	Michael	L	14021 Wilkerson Rd	Little Rock	AR 72206	501/888-8278
Hagar	Darren	S	105 Merit Cove	Marion	AR 72364	870/739-5788
Patterson	William	C	339 County Rd 3582	Clarksville	AR 72830	479/754-5278
Taylor	Donald	K	179 Adams Drive	Quitman	AR 72131	999/999-9999
Tyree	John	B	469 Woodruff 250	Augusta	AR 72006	870-347-6051
Armond	Brian	P	25090 Goose Lane	Willits	CA 95490	707/459-4817
Ben-Jamin	Mark	I	37748 Alta Court	Fremont	CA 94536	510-742-1294
Brenzel	Doug	R	2487 Wellingham	Livermore	CA 94550	925-443-9921
Carroll	Scott	C	9729 Sorrena Way	Elk Grove	CA 95757	916-686-3799
Clark	Daniel	G	2571 Douglaston Glen	Escondido	CA 92026	760/694-7221
Collins	John	J	PO Box 541	Bodfish	CA 93205	760-379-4877
Dickson	Denis	F	813 University Ave	Burbank	CA 91504	818/371-7869
Fremgen	Stephen	J	25504 John Steinbeck Trail	Salinas	CA 93906	831/206-4116
Gilhuys	Rene		17048 German Street	Granada Hills	CA 91344	818/363-1958
Hernandez	Ruben		9504 Maxine Street	Pico Rivera	CA 90660	562/949-3630
Hoff	Ryan	D	14350 Mandan Road	Apple Valley	CA 92307	760/946-1942
Holteen	Curt	A	3678 Farmhill Blvd	Redwood City	CA 94062	650/568-1971
Intosthi	Rodney	A	1250 Lonetree Road	Hollister	CA 95023	831/637-8998
Jones	Christopher	M	329 Calle Escuela	San Clemente	CA 92672	949-940-0407
Lenarth	Richard	P	79897 Barcelona	La Quinta	CA 92253	760-200-0688
Livermore	Roger	A	1828 Glenview Ave	Anaheim	CA 92807	714/779-2493
Llewellyn	James	E	427 Mountain Meadows	Fairfield	CA 94534	707-333-9734
McFarland	Riley	F	165 Pebble Place	Marina	CA 93933	801-560-8988
McNeely	Jonathan	A	2500 Cap Court	Rowland Heights	CA 91748	626-965-6814
Morgan	John	D	8812 North Oaks Dr	Oakdale	CA 95361	209/847-4775
Oshiro	Charlie		439 Beethoven Street	Los Angeles	CA 90066	808/227-8537
Pagliei	Leo		4897 Berkley Ave	Hemet	CA 92544	951-927-2751
Payne	Franklin	B	2980 Aber St	San Diego	CA 92117	858/483-0734
Quick	Thomas	J	2528 Rigdon Ct	Napa	CA 94558	707/255-6272
Rush	Ronald	O	4245 W Andrews	Fresno	CA 93722	559/276-8410
Smith	Erik	S	19495 Hammers Ln	Cottonwood	CA 96022	530/347-2355

Franchisees Who Terminated Between January 2, 2010 and January 1, 2011

Last Name	First Name	Middle Initial	Address	City & State	Zip	Home Phone
Turner	Michael	G	4657 Guava St.	Seal Beach	CA 90740	562/799-3608
Unguez	Arturo		4109 Konya Dr.	Torrance	CA 90503	310/371-4343
Essmaker	Erik	S	1676 Waneka Lake Trail	Lafayette	CO 80026	303-466-9870
Fitzner	Howard		2301 N. 17th Circle	Grand Junction	CO 81501	970-243-3754
Mari	Kurt	A	5005 Cortez Way	Windsor	CO 80550	970/420-4522
Miller	Lawrence	K	1282 M Road	Loma	CO 81524	970/858-8874
Myers	Ralph	A	9613 E. 146th Ave	Thornton	CO 80602	303/654-1234
Ross	David	C	2222 S Columbine	Denver	CO 80210	303/744-8631
Stone	Jon	B	20 Sugar Road	Swink	CO 81077	719/469-0880
Semnoski	Paul	D	450 Kensington Rd	Southington	CT 06489	860-621-3942
Clendaniel	Charles	E	31553 Hazzard Dr	Lewes	DE 19958	302-945-4117
Barron	William	L	2033 Live Oak Blvd.	St. Cloud	FL 34771	561-432-9579
Bell	William	F	1624 64th Terrace So	West Palm Beach	FL 33415	561-964-6152
Benvenuto IV	Frank		1830 D. Cooperstone	Orange Park	FL 32003	904-703-0124
Dallenbach	Chris	L	4882 Sawyer Pine Road	Sarasota	FL 34233	941/925-9041
Denofa	Thomas		3349 Rock Creek Dr	Port Charlotte	FL 33948	239/590-0002
Keith Flynnne	Keith		4240 Pine Isle Drive	Lutz	FL 33558	732/489-2221
Garcia	Armando	R	10230 SW 137th Place	Miami	FL 33186	786-464-0945
Jago	Donovan	J	1472 Meadowbrook Rd	Palm Bay	FL 32905	321-474-3968
Janiszewski	Paul	S	16244 E Goldcup Dr	Loxahatchee	FL 33470	561-792-7953
Laurie	Mark	W	13956 Coco Plum Rd	Palm Beach Gardens	FL 33418	561/625-4609
Leighton	Larry	V	7079 Southeast Court	Maccleenny	FL 32063	904-653-1575
Letchworth	Michael	A	217 Glenlock Lane	Springhill	FL 34606	352/442-4225
McKenzie	Nicholas	H	3550 Gloria Avenue	Mims	FL 32754	321-267-0135
Morales	Frank	J	2175 Champions Way	North Lauderdale	FL 33068	954-722-8688
Rowland	Danny	H	4525 Balmoral Dr	Pensacola	FL 32504	850/478-6625
Snock	Kevin	M	2624 Crab Apple Cr	Boyton Beach	FL 33436	561/740-2509
Watson	Gregory	L	31949 Amberlea Rd	Dade City	FL 33523	352-588-4515
Zando	William	G	2673 Country Club Boulevard	Orange Park	FL 32073	904-213-4557
Boone	Richard	J	101 Michelle Dr.	McDonough	GA 30252	404-635-0396
Campbell	Nathan	L	275 Arbour Run	Suwanee	GA 30024	770/682-5865
Davis	Cullen	B	849 Jasmine Drive	Jefferson	GA 30549	404-234-3664
Dudich	Todd	A	2350 Hinton Rd.	Dacula	GA 30019	770-963-7431
Edmonds	John	D	3391 Rock Quarry Cir	Toccoa	GA 30577	706-886-3648
Gilbert	Mark	A	139 Johnsons Walk	Stockbridge	GA 30281	770-507-1328
Leeds	Robert	J	5181 Blunschi Drive	Powder Springs	GA 30127	770/439-7756
Mendez	Carlos	A	1209 Astastula Way	Woodstock	GA 30188	678/230-6427
Peel	Brian	D	2945 Davis Ridge Rd	Ringgold	GA 30736	706/935-9141
Pride	Daniel	D	336 Toto Drive	Dawsonville	GA 30534	706-461-9028
Stewart	Larry	L	114 Catoosa Station Road	Ringgold	GA 30736	706/935-6061
Wallen	Michael	J	665 Ruxbury Court	Suwanee	GA 30024	678-492-2616
Besenti	Giovanni	S	1671 Wilbur Avenue	Dalton Gardens	ID 83815	208/818-3073
DeVaughn	Layne	W	2113 W. Grange Ave	Post Falls	ID 83854	208/773-9163
Gillum	Dustin	H	1505 East Park Lane	Post Falls	ID 83854	360-431-8848

Franchisees Who Terminated Between January 2, 2010 and January 1, 2011

Last Name	First Name	Middle Initial	Address	City & State	Zip	Home Phone
Knighton	William	R	383 N. 2658 E	St Anthony	ID 83445	208/390-8184
Martes	Greg	F	1376 N Watson Ave	Eagle	ID 83616	208-938-8565
Alexander	Daniel	B	4472 Chrisland Lane	Bethalto	IL 62010	314-600-0633
Allen	Roy	W	89 Brookwood Court	Elgin	IL 60123	630-797-0802
Bennett	Donald		1864 Maine Dr	Elk Grove Village	IL 60007	847/895-3376
Cushman	David	J	37 N. Buesching Rd A	Lake Zurich	IL 60047	847-989-1453
Jensen	Jeffrey	C	1620 Rockingham Drive	Normal	IL 61761	309-454-4227
Menn	Louis	F	100 Briarwood	Fairview Heights	IL 62208	618-394-0032
Nolan	Francis	J	19348N 1750 E Road	Pontiac	IL 61764	815-842-4016
Nolen	Benjamin	E	406 South Dorchester	Wheaton	IL 60187	630-462-5991
Rigsby	Kevin	M	16262 Burch Drive	Lockport	IL 60441	708-606-4549
Stempel	Timothy	B	2715 Rutz Rd	Trenton	IL 62293	618-588-4947
Thompson	Robert	S	118 Indianwood Drive	Thornton	IL 60476	708-877-8665
Turner	Richard	R	Po Box 458	Oneida	IL 61467	309/483-6183
Verson	James	B	595 South East St	Alhambra	IL 62001	618/488-6946
Wilm	Stanford	E	1017 Wexford Dr	Westmont	IL 60559	630/960-1660
Bennett	Joshua	D	384 Legacy Blvd	Greenwood	IN 46143	317/695-3940
Bischak	Robert	E	35 W 400 North	Angola	IN 46703	260/665-9136
Brown	Scott		557 Ravine	Valparaiso	IN 46385	219/462-1945
Elzinga	Michael	P	3217 Maple Ridge Ct.	Logansport	IN 46947	219-926-4505
Hill	Allen	R	740 Harvest Lane	Crown Point	IN 46307	219/662-8852
Holman	John	D	300 East First Stree	Greensburg	IN 47240	812-663-7062
Kaminsky	Michael		168 Springwood	Hebron	IN 46341	219/988-6411
Oler	Daniel	R	537 S. 4th Ave	Beech Grove	IN 46107	317/626-5571
Tressler	Todd	A	2426 N Ft Wayne Rd	Rushville	IN 46173	765/932-3720
Williams	Robert	D	3467 West 700 South	Jamestown	IN 46147	765-482-6459
Beckman	John	L	15351 Pheasant Drive Dr	Council Bluffs	IA 51503	712/323-2034
Fehrmann	Timothy	S	3466 B Avenue	Montour	IA 50173	641-750-2465
Ferneau	Matthew	D	72522 250th Street	Colo	IA 50056	641-377-2646
Heisdorffer	Nikolos	L	1670 270th Street	Washington	IA 52353	319/653-7639
Merkle	Milton	A	2728 60th Street	Vinton	IA 52349	319/310-2272
Miller	Joshua	C	606 Walnut Street	Boyden	IA 51234	712/870-9824
Vander Hart	David	M	1585 150th Place	Knoxville	IA 50138	641/891-7896
Jackson	William	P	904 East 1900th Rd	Eudora	KS 66025	785-764-8947
Profeta	Giuseppe	F	13837 Harbor Drive	Bonner Springs	KS 66012	913-441-1014
Schoeppel	Robert	J	11023 Taylor Circle	Wichita	KS 67212	316-648-0698
Rogers	Roy	J	9600 Seatonville Rd.	Louisville	KY 40291	502/239-0524
Sullivan	Jeremy	L	63 Quarry Hill Dr	Magnolia	KY 42757	270/528-5113
Ardoin	Jeffrey	K	7395 Fox Run Drive	Denham Springs	LA 70706	225-664-9376
Cline	Brandon	T	PO Box 92586	LaFayette	LA 70509	337-781-1800
Fisher	Stephen	L	16 Melrose Drive	Destrehan	LA 70047	504-307-0509
Griffin	David	L	142 Brandywine Dr	Mandeville	LA 70471	985-951-7001
Martin	Thomas	G	2608 Roxton	Sulphur	LA 70663	337/625-8546
Porter	Darrell	W	424 East Frenchmans	Monroe	LA 71203	318/699-8409

Franchisees Who Terminated Between January 2, 2010 and January 1, 2011

Last Name	First Name	Middle Initial	Address	City & State	Zip	Home Phone
Richards	Greg	R	4 Marr Farm Way	Scarborough	ME 04074	207/839-6083
White	Stephen	W	3 White Ave	Jay	ME 04239	207-645-9360
Adams	Bruce	W	96 Allen Rd	Belchertown	MA 01007	413-323-7520
Cousens	Andrew	E	9 East Street	Danvers	MA 01923	978-750-4414
Dauwer	Ryan	W	16 River St	Middleton	MA 01949	781/284-4763
Dewey	Walter	K	117 Baptist Street	Swansea	MA 02777	401/247-1845
Erwin	Michael	J	23 Lincoln Ave	Gloucester	MA 01930	978-281-6147
Hefron	Phillip	J	369 East Hartford Av	Uxbridge	MA 01569	508-278-5162
Terkanian	Benjamin	J	16 Terkanian Ave	Spencer	MA 01562	508/885-2977
Binder	Darin	C	1231 S. Elkton Rd	Elkton	MI 48731	989/375-4298
Griswold	Roger	M	1011 Fair Banks Street	Iron Mountain	MI 49801	906/774-0929
Hefferon	Brian	T	4308 Green Lake Road	West Bloomfield	MI 48323	248-363-3439
Kimmes	William	L	313 Fernwood Dr	Marquette	MI 49855	906-249-9333
Lawrence	James	D	6620 Newport South R	Newport	MI 48166	734-586-5624
Marcoux	Matthew	G	9356 S. State Road	Goodrich	MI 48438	248-860-8513
Noble	Michael	E	1206 East Seidlers R	Kawkawlin	MI 48631	989/684-3663
Reid	Gabriel	J	3299 N Jebavy Dr.	Ludington	MI 49431	231-690-5848
Richmond	Michael	T	14949 Eckles Rd	Plymouth	MI 48170	248-756-6524
Schwartz	William	M	3839 Hollow Wood Drive	Portage	MI 49024	269/547-0200
Simmitch	Todd	S	6348 Buell Rd	Vassar	MI 48768	989/823-2883
Stevens	Lynn	W	36295 52nd Ave	Paw Paw	MI 49079	616/657-5937
Trevarrow	James	D	3127 Cromwell Street	Northville	MI 48167	810-333-2096
Van Allen	Errol	W	6650 Alber Rd	Saline	MI 48176	734-944-8013
Warren	Tommy	J	1245 Paree	Newport	MI 48166	734-624-3322
Wolthus	Michael	T	1522 Kingston Avenue	Kalamazoo	MI 49001	269-217-5352
Christensen	Gerald	M	2030 290th Avenue	Walnut Grove	MN 56180	507-859-2013
Effenberger	Charles	N	12213 County Rd 24	New Ulm	MN 56073	507-359-3006
Gerold	Charles	A	25691 Aberdeen Ave	New Prague	MN 56071	952-758-3946
Kennedy	John	P	13540 Skyline Dr	Spicer	MN 56288	320/212-2751
Lindgren	Kevin	A	31434 Oriole Avenue	Aitkin	MN 56431	218-839-6022
Roers	Ronald	M	10358 Columbus Cir	Bloomington	MN 55420	952/270-0596
Schmitt	Paul	J	302 Lakeview Terrace	Waconia	MN 55387	952/442-5660
Stark	Robert	A	13306 Downey Trail	Apple Valley	MN 55124	714/639-5121
Fullerton	James	W	410 Bay Pointe Circle	Brandon	MS 39047	601/829-0485
Hollingsworth	John	A	3198 Rosebrook Circle	Southaven	MS 38672	601-517-0404
Sheffield	Gerald	A	670 Park Street	Mantachie	MS 38855	662/282-4247
Hunt	David	A	22575 Mercury Lane	Oronogo	MO 64855	870/554-2352
Koutsogiannis	Chris	J	1274 Trails Dr	Fenton	MO 63026	314/225-1058
Lambing	Vernon	C	218 W 6th Street	Herman	MO 65041	573/486-5250
Lochner	Ronald	P	20335 Oakway Dr	Lebanon	MO 65536	417-718-1478
Smit	Roger	Q	2755 E. Portland St.	Springfield	MO 65804	417/291-7631
Travis	George		314 W McPike	Vandalia	MO 63382	573/594-6266
Wahler	Richard	C	101 Osage Way	Weldon Springs	MO 63304	314/441-6013
Wekamp	Russell	W	26113 Hwy KK	California	MO 65018	573-796-3477

Franchisees Who Terminated Between January 2, 2010 and January 1, 2011

Last Name	First Name	Middle Initial	Address	City & State	Zip	Home Phone
Topp	Michael	D	3325 Burlington	Butte	MT 59701	406/533-0252
Papineau	Randall	R	8000 Olive Creek Road	Firth	NE 68358	402/792-0028
Payne	Eric		8206 Wemsha	Lincoln	NE 68507	402-310-6331
Tjaden	Jerry	R	301 Jo Deb Dr	Norfolk	NE 68701	402-371-4870
Cantonwine	Donald	G	2031 Buckeye Reef St	Henderson	NV 89002	702/604-5773
Gowan	Michael	D	827 Ashburn Drive	Spring Creek	NV 89815	775/777-7927
Edison	Terry	B	3 Pineview Dr	Dover	NH 03820	603-742-2383
Heintz	Fred	R	43 North Road	Sandown	NH 03873	603/421-9024
Leegard	Mark	D	41 Hobbs Rd Apt #2	North Hampton	NH 03862	603/964-9274
Costello	Pete		719 Lincoln Ave	Palmyra	NJ 08065	609/829-8099
Holden	Mark	A	5 Village Park Court	Scotch Plains	NJ 07076	908/359-8469
Nagy	Robert	A	214 Ford Avenue	Fords	NJ 08863	732-738-9480
Riena	Frank	V	72 Washington Ave.	Maywood	NJ 07607	201-880-5891
Silva	Andrew		125 East Mountain Rd	Hillsborough	NJ 08844	908/369-5518
Speroni	Gene	V	914 Leighton Avenue	Point Pleasant	NJ 08742	732/295-3404
Sudol	Matthew	G	129 Beachfront	Manasquan	NJ 08736	908-910-7731
Torres	Urayoan		205 Dillion Ct.	New Brunswick	NJ 08902	732/577-5519
Anaya	Robert	M	8427 Scarlet Place N	Albuquerque	NM 87120	505-352-9446
Baker	Jack	E	PO BOX 2662	Milan	NM 87021	505/285-6737
Garcia	Lionel	A	7208 Vista Alegre St	Albuquerque	NM 87120	505-836-1563
Woodmansee	Joe	L	190 Mesa Grande Loop	Rio Rancho	NM 87144	602/942-0885
Auffret	Pascal		9 Peachtree Ct.	Holtsville	NY 11742	631-758-5856
Barbara	Michael	J	80-12 248 Street	Bellerose	NY 11426	718/831-1559
Crane	Scott	E	7061 Velie Road	Savona	NY 14879	607/776-7418
Fitzgerald	Peter	J	29610 N.Y.S Rte 37	Evans Mills	NY 13637	315-629-4119
Furgison	James	D	22 Bay Street	Potsdam	NY 13676	315/268-0467
Garcia	Joseph	W	P.O. Box 51	Shirley	NY 11967	631-730-3782
Hassett	Mark	E	6 Wayne Drive	Poughkeepsie	NY 12601	845/462-3302
Jackson	Gregory	V	531 Randall Road	Balston Spa	NY 12020	518/399-9775
Kuter	Gregory	J	952 Davis Rd.	East Aurora	NY 14052	814/899-0179
Martino	Anthony	L	9 Happy Road	Saugerties	NY 12477	859/332-0073
Parsekian	Richard		58 Covert Avenue	Stewart Manor	NY 11530	516-938-2335
Pellegrino	Christopher	J	251 Ringwood Drive	Wantagh	NY 11793	516-781-7397
Pomeroy	Allen	W	3771 Fountain Street	Clinton	NY 13323	315/525-8297
Pope	Timothy	B	29 Wineguard Street	Sydney	NY 13838	607/764-8164
Putnam	G	E	145 Jerry Smith Road	Lansing	NY 14882	607/533-7652
Sala	John	A	30 Horizon Farms Rd	Warwick	NY 10990	845/258-3663
Shaughnessy	Richard	M	32 Slocum Drive	West Monroe	NY 13167	315/668-7691
Thomas	Daniel	C	2946 Panama-Stedman	Ashville	NY 14710	716/782-2976
Wyman	Adam		302 Weymouth St	Dix Hills	NY 11746	631/940-5735
Cline	Kenneth	E	260 Palaside Dr	Concord	NC 28025	704/782-1649
Corcoran	Aloysius		3018 River Road	Columbus	NC 28722	828/894-2337
Symons	Jack	B	8565 Sylva Road	Franklin	NC 28734	301/290-1039

Franchisees Who Terminated Between January 2, 2010 and January 1, 2011

Last Name	First Name	Middle Initial	Address	City & State	Zip	Home Phone
Warren	Wilbert	L	6612 Pleasant Hill C	Marshville	NC 28103	705-385-9440
Wingate	William	O	121 Lillie Pearls La	Winterville	NC 28590	252/756-3332
Kingsley	Kevin	O	1623 9th Avenue South	Fargo	ND 58103	701-238-4321
Baker	Daniel	D	8534 Gateview Court	Huber Heights	OH 45424	937-667-9912
Barker	Timothy	D	451 Lake Shore Drive	Lebanon	OH 45036	513-503-2452
Biranowski	Timothy		1017 Novak Rd	Grafton	OH 44044	440-926-0076
Boone	Staley	F	7620 Hillway NW	North Canton	OH 44720	330/494-4479
Flowers	Raymond		5055 Valley Forge Dr	Toledo	OH 43613	419-474-0337
Janickas	Jeffrey	R	2343 Fixler Road	Medina	OH 44256	330/334-2050
Mader	John	S	11915 Clark Rd	Chardon	OH 44024	440/285-9856
Murray	Mark	M	4810 Wilson Road	Sunbury	OH 43074	740-965-5604
Null	Kenneth	W	6495 W Cr 592	Fostoria	OH 44830	419/937-2269
Richmond	Jerry	M	5542 North Ridge Rd West	Ashtabula	OH 44004	440/969-1971
Wylie	Michael	S	44414 Columbiana Wat	Columbiana	OH 44408	330-457-9488
Brantley	Harold	E	9056 east 580 Rd	Catoosa	OK 74015	918/266-2431
Choate	Kenneth	R	5707 CR. 1480	Ada	OK 74820	580-235-7325
Edgington	Rodney	C	Route 1 Box 206	Turpin	OK 73950	620-544-4415
Glitsch	Ryan	M	1901 9th Street	Woodward	OK 73801	580/256-6155
Kays	Michael	D	1405 4th Avenue North	Ardmore	OK 73401	580-622-5773
Carter	Jeff	R	2707 NW 22nd Street	Redmond	OR 97756	503/368-7392
Menefee	Andy	M	14515 SW 144th Ct	Tigard	OR 97224	503/590-6401
Reynolds	Jeffrey	A	7405 28th Street	White City	OR 97503	541/951-1565
Baughner	David	G	2657 Charlestown Rd	Phoenixville	PA 19460	610/415-0747
Black	George	D	145 Fair Meadow Drive	Washington	PA 15301	724-229-0661
Cavanaugh	Christopher	R	265 Krepps Lane	East Millsboro	PA 15433	724-366-7971
Collins	Michael	J	72 Hummingbird Drive	Jim Thorpe	PA 18229	610-657-0313
Courtney	Kevin	D	733 Cheryl Drive	Warminster	PA 18974	215/328-9586
Crist	Robert	K	512 W Siddonsburg Road	Dillsburg	PA 17019	717/432-3200
Curcio	Neal		540 Maryland Ave	Prospect Park	PA 19076	610/461-6954
Dubich	Robert	T	140 Maple Road	Washington	PA 15301	724-345-3568
Frescoln	Edward	P	32 Scott Road 2nd Fl	Blakely	PA 18447	570-840-8700
Haughey	Ed		7 Beachwood Avenue	Malvern	PA 19355	610/889-0324
Hoffman	Andrew	J	107 Pansy Lane	Trafford	PA 15085	412/373-8725
Huf	Everett	J	1418 Nolt Road	Chambersburg	PA 17201	717-665-3765
Kurtz	John	M	920 Pleasant Drive	York Haven	PA 17370	717/932-4366
McGarvey	Cody	R	2006 Route 310	Reynoldsville	PA 15851	814-938-4804
McLucas	Michael	D	224 Mayberry Drive	Lititz	PA 17543	717-626-2051
Miller	Mark	J	1320 Old Route 220 S	Duncansville	PA 16635	814/696-3956
Moore	Tyrone	W	59 Den Mar Drive	Holtwood	PA 17532	717-823-6246
Ort	Travis	L	2248 South Queen Str	York	PA 17402	717-324-6209
Rachkowski	Richard	L	406 Noble Road	Clarks Summit	PA 18411	570/587-2065
Romig	Michael	A	366 Whiskey Springs	Dillsburg	PA 17019	717-258-6412
Schumacher	Richard		1074 Lavera Road	Warminster	PA 18974	215/674-1551
Sileo	David	D	2240 Wheatland Ave	Williams Port	PA 17701	570/322-2640
Spiegel	Clifford	J	102 Mateer Dr	Monaca	PA 15061	724-774-6652

Franchisees Who Terminated Between January 2, 2010 and January 1, 2011

Last Name	First Name	Middle Initial	Address	City & State	Zip	Home Phone
Strouse	Lynn	R	405 Benner Road	Bellefonte	PA 16823	814/383-4493
Whaley	Bryan	D	4517 Custer Terrace	Harrisburg	PA 17110	717-635-9498
Bonnet	Edwardo		Carr #1. Ave Bairoa PMB 1235, Box 4956	Caguas	PR 00725	787/632-7800
Esteva	Jaime		HC 02 Bzn. 10359	Yauco	PR 00698	787/856-0350
Rivera	Gregory		Urb Costa Norte20 Calle Perla Del Mar	Hatillo	PR 00659	787/556-9757
Codespoti	Sidney	J	2035 Bay Hill Drive	Charleston	SC 29414	843-763-1738
Foster	James	W	218 Philwood Drive	Williamston	SC 29697	864/231-7876
Hagler	Douglas	J	403 5th Avenue South	N. Myrtle Beach	SC 29582	843/280-9070
Herzog	Thomas	R	291 Southbury Dr	Myrtle Beach	SC 29588	843-215-0615
Janes	Matthew	A	139 Savannah River Drive	Summerville	SC 29485	843/486-9494
Bacon	Terry	L	6246 Jobee Avenue	Aberdeen	SD 57401	605/229-2563
Berkey	Richard	G	1044 N 8th Street	Spearfish	SD 57783	605-722-7970
Kennedy	Edward	A	1475 Old City Ferry Rd	Clarksville	TN 37040	931/216-3033
Walkup	Thomas	M	6061 Lascassas Pike	Lascassas	TN 37085	615/890-3894
Wells	Ronnie	L	190 Little Road	Martin	TN 38237	731/587-5602
Chuculate	Virgil	B	2732 Purple Sage Ct.	Ft. Worth	TX 76179	817-439-2128
Denman	William	D	9306 Stori Lane	Orange	TX 77632	409-745-3708
Dietz	David	L	301 Ivy Lane	Dickenson	TX 77539	281/534-4139
Dorough	Paul	W	2310 Elizabeth	Kaufman	TX 75142	972-932-4914
Fitzgerald	Kevin	C	1720A Fountain Drive	Bryan	TX 77801	409/696-0562
Foster	Robert	F	2010 N. St. Andrews	Arlington	TX 76010	817-793-8632
LaField	Darron	A	1318 North Bolton	Jacksonville	TX 75766	903-894-8287
Mayo	Johnn	E	26647 Camden Chase	Boerne	TX 78015	210-872-7627
Posey	Bobby	V	9504 Timbercrest Drive	Burleson	TX 76028	817-249-0723
Pry	Michael		4309 Kirkwood Drive	Odessa	TX 79762	432/770-7870
Taylor	Keith	M	2605 Woodhead Street	Houston	TX 77098	713/972-1044
Timineri	Nick	G	2905 Bonanza Lane	Garland	TX 75042	972-272-8715
Tucker	Kenneth	P	689 FM 16 W	Tyler	TX 75706	903-849-4206
Carter	Stephen	M	230 W 300 North	Gunnison	UT 84634	435-851-1810
Friddle	Cameron	L	1623 W. 1500 S.	Syracuse	UT 84075	801/298-7444
Nilles	William	T	427 E Aloha Lane	Sandy	UT 84070	801/809-8970
Thompson	Gerald	A	3453 W Midas Ridge Lane	Riverton	UT 84065	801/253-0905
Lavallee	Michael	B	1133 Ballard Road	St Albans	VT 05478	802-527-0764
Bondy	Thomas	J	9820 Lee Highway	Weyers Cave	VA 24486	757-613-5636
Bussey	James	W	4780 Hibicus	Blacksburg	VA 24060	540-381-9413
Cotten	Russell	P	4365 Ridge Road	Barboursville	VA 22923	540-832-7312
Cundiff	Shannon	T	724 Arcadia Circle	Vinton	VA 24179	540/345-7140
Jeter	Edward		4300 Cottage Road	Blackstone	VA 23824	434-292-3765
Loving	John	F	6920 Old Roxbury Rd.	Quinton	VA 23141	804-932-5295
Micek	John	W	219 Palmer Trail	Troutville	VA 24175	540-966-5704
Robertson	Edwin	L	11092 Burwell Road	Nokesville	VA 20181	703-754-3996

Franchisees Who Terminated Between January 2, 2010 and January 1, 2011

Last Name	First Name	Middle Initial	Address	City & State	Zip	Home Phone
Rutledge	Howard	P	584 Bethany Church R	Bumpass	VA 23024	540-424-1714
Ryan	William	A	14289 Oshay Court	Centreville	VA 20120	703/539-8881
Shornak	Todd	J	13701 Thornhill Terr	Chester	VA 23836	804/530-1642
Sieg	George		410 Inman Rd	Danville	VA 24541	804/822-2877
Smith	Kevin	S	74 Aero Drive	Waynesboro	VA 22980	540-292-4146
Barr	Michael	D	21314 NE 35th Court	Sammamish	WA 98074	425-868-6777
Byers	Gary		3707 41st Street Sw	Seattle	WA 98116	206/932-5139
Norton	Martin	A	4301 NE 122nd Ave	Vancouver	WA 98682	360/892-5965
Root	Kjell	A	30505 62nd Avenue Ea	Graham	WA 98338	253-875-3669
Shelton	Jonathan	W	14807 N.E. Columbine Drive	Vancouver	WA 98682	360/696-8605
Silva	Michael	C	2808 121st Ave SE	Lake Stevens	WA 98258	425/334-0679
Wilson	Dean	B	1111 Hwy 20, #2	Winthrop	WA 98862	509-996-4140
Bowman	Paul	M	263 Trent Arden Cour	Martinsburg	WV 25405	304-283-2980
Cameron	James	S	55 Pedal Car Dr	Inwood	WV 25428	304/229-1349
Coetzer	Mark	A	580 Boggs Run Road	Bomont	WV 25030	304-548-2066
Hass	Kenneth	B	1528 Thistlewood Cir	Hurricane	WV 25526	304/610-6066
See	Scott	W	6 Van Rufus Drive	Shimnston	WV 26431	330-360-0773
Ackmann	Larry		W317 S6809Schnitzler Rd	Mukwonago	WI 53149	262/392-3441
Baar	Nathaniel	J	378 W. Park Street	River Falls	WI 54022	715-426-3975
Britton	Michael	J	6228 W. Burrwood Drive	Janesville	WI 53548	608-756-4911
Champeau	Ronald	A	1032 Hickory Hill Dr	Green Bay	WI 54304	920-621-3507
Howell	Mark	F	2814 Ruger Ave	Janesville	WI 53545	608/754-5201
Pierre	Anthony	G	W5640 Townline Road	Random Lake	WI 53075	262-894-8025
Pulvermacher	Jerry	A	1017 S. Webster Ave	Omro	WI 54963	920-685-6636
Stanley	Michael	R	1730 Roberts Lane	Abrams	WI 54101	909/396-1770
Horton	Sam	V	7295 Cactus Lane	Casper	WY 82604	307/472-7295
Overholt	Rex	R	6500 Stone Crest Drive	Gillette	WY 82718	307/682-0770

APPENDIX G

Audited Consolidated Financial Statements of Snap-on Incorporated as of January 1, 2011

APPENDIX G

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Shareholders of
Snap-on Incorporated:

We have audited the accompanying consolidated balance sheets of Snap-on Incorporated and subsidiaries (the "Company") as of January 1, 2011, and January 2, 2010, and the related consolidated statements of earnings, shareholders' equity, comprehensive income, and cash flows for each of the three years in the period ended January 1, 2011. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with standards of the Public Company Accounting Oversight Board (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. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, such consolidated financial statements present fairly, in all material respects, the financial position of Snap-on Incorporated and subsidiaries as of January 1, 2011, and January 2, 2010, and the results of their operations and their cash flows for each of the three years in the period ended January 1, 2011, in conformity with accounting principles generally accepted in the United States of America.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the Company's internal control over financial reporting as of January 1, 2011, based on the criteria established in *Internal Control — Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated February 17, 2011, expressed an unqualified opinion on the Company's internal control over financial reporting.

/s/ Deloitte & Touche LLP
DELOITTE & TOUCHE LLP
Milwaukee, Wisconsin
February 17, 2011

Consolidated Statements of Earnings

<i>(Amounts in millions, except per share data)</i>	2010	2009	2008
Net sales	\$ 2,619.2	\$ 2,362.5	\$ 2,853.3
Cost of goods sold	(1,408.1)	(1,304.9)	(1,568.7)
Gross profit	1,211.1	1,057.6	1,284.6
Operating expenses	(894.1)	(824.4)	(933.1)
Operating earnings before financial services	317.0	233.2	351.5
Financial services revenue	62.3	58.3	81.4
Financial services expenses	(47.9)	(40.8)	(44.1)
Operating earnings from financial services	14.4	17.5	37.3
Operating earnings	331.4	250.7	388.8
Interest expense	(54.8)	(47.7)	(33.8)
Other income (expense) – net	0.8	2.3	2.8
Earnings before income taxes and equity earnings	277.4	205.3	357.8
Income tax expense	(87.6)	(62.7)	(117.8)
Earnings before equity earnings	189.8	142.6	240.0
Equity earnings, net of tax	3.2	1.1	3.6
Net earnings	193.0	143.7	243.6
Net earnings attributable to noncontrolling interests	(6.5)	(9.5)	(6.9)
Net earnings attributable to Snap-on Incorporated	<u>\$ 186.5</u>	<u>\$ 134.2</u>	<u>\$ 236.7</u>
Net earnings per share attributable to Snap-on Incorporated:			
Basic	\$ 3.22	\$ 2.33	\$ 4.12
Diluted	3.19	2.32	4.07
Weighted-average shares outstanding:			
Basic	58.0	57.7	57.5
Effect of dilutive options	0.4	0.2	0.6
Diluted	<u>58.4</u>	<u>57.9</u>	<u>58.1</u>

See Notes to Consolidated Financial Statements

Consolidated Balance Sheets

	Year End	
	2010	2009
<i>(Amounts in millions, except share data)</i>		
ASSETS		
Current assets		
Cash and cash equivalents	\$ 572.2	\$ 699.4
Trade and other accounts receivable – net	443.3	414.4
Finance receivables – net	215.3	122.3
Contract receivables – net	45.6	32.9
Inventories – net	329.4	274.7
Deferred income tax assets	87.0	69.5
Prepaid expenses and other assets	72.7	62.9
Total current assets	1,765.5	1,676.1
Property and equipment – net	344.0	347.8
Deferred income tax assets	91.5	88.2
Long-term finance receivables – net	345.7	177.9
Long-term contract receivables – net	119.3	70.7
Goodwill	798.4	814.3
Other intangibles – net	192.8	206.2
Other assets	72.2	66.2
Total assets	<u>\$ 3,729.4</u>	<u>\$ 3,447.4</u>
LIABILITIES AND SHAREHOLDERS' EQUITY		
Current liabilities		
Notes payable and current maturities of long-term debt	\$ 216.0	\$ 164.7
Accounts payable	146.1	119.8
Accrued benefits	45.0	48.7
Accrued compensation	86.7	64.8
Franchisee deposits	40.4	40.5
Other accrued liabilities	346.9	301.4
Total current liabilities	881.1	739.9
Long-term debt	954.8	902.1
Deferred income tax liabilities	94.4	97.8
Retiree health care benefits	59.6	60.7
Pension liabilities	246.1	255.9
Other long-term liabilities	89.0	85.4
Total liabilities	2,325.0	2,141.8
Commitments and contingencies (Note 15)		
Shareholders' equity		
Shareholders' equity attributable to Snap-on Incorporated		
Preferred stock (authorized 15,000,000 shares of \$1 par value; none outstanding)	–	–
Common stock (authorized 250,000,000 shares of \$1 par value; issued 67,300,630 and 67,265,454 shares)	67.3	67.3
Additional paid-in capital	169.2	154.4
Retained earnings	1,644.1	1,528.9
Accumulated other comprehensive loss	(104.8)	(68.4)
Treasury stock at cost (9,119,085 and 9,520,405 shares)	(387.3)	(392.2)
Total shareholders' equity attributable to Snap-on Incorporated	1,388.5	1,290.0
Noncontrolling interests	15.9	15.6
Total shareholders' equity	1,404.4	1,305.6
Total liabilities and shareholders' equity	<u>\$ 3,729.4</u>	<u>\$ 3,447.4</u>

See Notes to Consolidated Financial Statements

Consolidated Statements of Shareholders' Equity

Shareholders' equity attributable to Snap-on Incorporated

(Amounts in millions, except share data)

	Common Stock	Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Treasury Stock	Noncontrolling Interests	Total Shareholders' Equity
Balance at December 29, 2007	\$ 67.1	\$ 137.9	\$ 1,296.7	\$ 142.8	\$ (364.4)	\$ 17.3	\$ 1,297.4
Net earnings for 2008 (excludes \$0.6 million of net loss attributable to the redeemable noncontrolling interest)	—	—	236.7	—	—	7.5	244.2
Foreign currency translation	—	—	—	(130.3)	—	—	(130.3)
Change in cash flow hedges, net of tax of \$0.1 million	—	—	—	(1.5)	—	(1.4)	(2.9)
Change in pension and postretirement plans, net of tax of \$70.3 million	—	—	—	(117.9)	—	—	(117.9)
Cash dividends — \$1.20 per share	—	—	(69.7)	—	—	—	(69.7)
Dividend reinvestment plan and other	—	1.3	—	0.4	—	(5.4)	(3.7)
Stock compensation plans	0.1	10.9	—	—	40.8	—	51.8
Share repurchases — 1,230,000 shares	—	—	—	—	(69.8)	—	(69.8)
Tax benefit from certain stock options	—	5.4	—	—	—	—	5.4
Balance at January 3, 2009	67.2	155.5	1,463.7	(106.5)	(393.4)	18.0	1,204.5
Net earnings for 2009 (excludes \$1.0 million of net loss attributable to the redeemable noncontrolling interest)	—	—	134.2	—	—	10.5	144.7
Foreign currency translation	—	—	—	67.9	—	—	67.9
Change in cash flow hedges	—	—	—	2.2	—	1.2	3.4
Change in pension and postretirement plans, net of tax of \$17.6 million	—	—	—	(32.0)	—	—	(32.0)
Cash dividends — \$1.20 per share	—	—	(69.0)	—	—	—	(69.0)
Dividend reinvestment plan and other	0.1	1.4	—	—	—	(6.0)	(4.5)
Purchase of noncontrolling interest	—	—	—	—	—	(8.1)	(8.1)
Stock compensation plans	—	(1.8)	—	—	1.2	—	(0.6)
Tax deficiency from certain stock options	—	(0.7)	—	—	—	—	(0.7)
Balance at January 2, 2010	67.3	154.4	1,528.9	(68.4)	(392.2)	15.6	1,305.6
Net earnings for 2010 (excludes \$0.3 million of net loss attributable to the redeemable noncontrolling interest)	—	—	186.5	—	—	6.8	193.3
Foreign currency translation	—	—	—	(24.7)	—	—	(24.7)
Change in cash flow hedges	—	—	—	2.1	—	—	2.1
Change in pension and postretirement plans, net of tax of \$7.8 million	—	—	—	(13.8)	—	—	(13.8)
Cash dividends — \$1.22 per share	—	—	(71.3)	—	—	—	(71.3)
Dividend reinvestment plan and other	—	1.4	—	—	—	(6.5)	(5.1)
Stock compensation plans	—	17.2	—	—	13.6	—	30.8
Share repurchases — 152,000 shares	—	—	—	—	(8.7)	—	(8.7)
Tax benefit from certain stock options	—	1.9	—	—	—	—	1.9
Purchase of redeemable noncontrolling interest	—	(5.7)	—	—	—	—	(5.7)
Balance at January 1, 2011	\$ 67.3	\$ 169.2	\$ 1,644.1	\$ (104.8)	\$ (387.3)	\$ 15.9	\$ 1,404.4

See Notes to Consolidated Financial Statements

Consolidated Statements of Comprehensive Income

<i>(Amounts in millions)</i>	2010	2009	2008
Comprehensive income			
Net earnings	\$ 193.0	\$ 143.7	\$ 243.6
Other comprehensive income (loss)			
Foreign currency translation	(24.7)	67.9	(130.3)
Change in fair value of cash flow hedges, net of tax	2.1	3.4	(2.9)
Change in pension and postretirement plans, net of tax	(13.8)	(32.0)	(117.9)
Other	—	—	0.4
Total comprehensive income (loss)	156.6	183.0	(7.1)
Comprehensive income attributable to non-redeemable noncontrolling interest	(6.8)	(11.7)	(6.1)
Comprehensive loss attributable to redeemable noncontrolling interest	0.3	1.0	0.6
Comprehensive income (loss) attributable to Snap-on Incorporated	<u>\$ 150.1</u>	<u>\$ 172.3</u>	<u>\$ (12.6)</u>

See Notes to Consolidated Financial Statements

Consolidated Statements of Cash Flow

<i>(Amounts in millions)</i>	2010	2009	2008
Operating activities:			
Net earnings	\$ 193.0	\$ 143.7	\$ 243.6
Adjustments to reconcile net earnings to net cash provided (used) by operating activities:			
Depreciation	48.7	49.9	47.9
Amortization of other intangibles	24.0	24.7	24.1
Provision for losses on finance receivables	13.9	6.2	-
Provision for losses on non-finance receivables	20.5	-	-
Stock-based compensation expense (income)	14.9	(3.0)	13.0
Excess tax benefits from stock-based compensation	(1.5)	-	(5.7)
Deferred income tax (benefit) provision	(18.0)	4.8	46.3
Loss (gain) on sale of assets	(0.2)	0.4	(0.7)
Changes in operating assets and liabilities, net of effects of acquisitions:			
(Increase) decrease in trade and other accounts receivable	(56.5)	52.4	32.5
(Increase) decrease in contract receivables	(60.1)	(33.8)	(5.4)
(Increase) decrease in inventories	(55.2)	98.4	(52.3)
(Increase) decrease in prepaid and other assets	(26.1)	14.1	(9.3)
Increase (decrease) in accounts payable	26.2	(7.1)	(43.7)
Increase (decrease) in accruals and other liabilities	16.8	(3.6)	(69.9)
Net cash provided by operating activities	140.4	347.1	220.4
Investing activities:			
Additions to finance receivables	(497.6)	(265.5)	-
Collections of finance receivables	245.2	82.0	-
Capital expenditures	(51.1)	(64.4)	(73.9)
Acquisitions of businesses	(7.7)	(8.1)	(14.1)
Disposal of property and equipment	7.9	1.3	10.5
Other	0.3	13.0	(8.6)
Net cash used by investing activities	(303.0)	(241.7)	(86.1)
Financing activities:			
Proceeds from issuance of long-term debt	247.7	545.9	-
Repayment of long-term debt	(150.0)	-	-
Proceeds from short-term borrowings	21.8	-	-
Repayments of short-term borrowings	(21.8)	-	-
Net increase (decrease) in short-term borrowings	(0.2)	1.7	(9.9)
Purchase of treasury stock	(8.7)	-	(69.8)
Proceeds from stock purchase and option plans	23.7	4.5	41.7
Cash dividends paid	(71.3)	(69.0)	(69.7)
Excess tax benefits from stock-based compensation	1.5	-	5.7
Other	(7.9)	(7.5)	(6.4)
Net cash provided (used) by financing activities	34.8	475.6	(108.4)
Effect of exchange rate changes on cash and cash equivalents	0.6	2.6	(3.1)
Increase (decrease) in cash and cash equivalents	(127.2)	583.6	22.8
Cash and cash equivalents at beginning of year	699.4	115.8	93.0
Cash and cash equivalents at end of year	\$ 572.2	\$ 699.4	\$ 115.8
Supplemental cash flow disclosures:			
Cash paid for interest	\$ (55.4)	\$ (36.4)	\$ (32.0)
Net cash paid for income taxes	(118.3)	(55.3)	(79.9)

See Notes to Consolidated Financial Statements

Note 1: Summary of Accounting Policies

Principles of consolidation and presentation: The Consolidated Financial Statements include the accounts of Snap-on Incorporated ("Snap-on" or "the company"), and its wholly-owned and majority-owned subsidiaries.

Snap-on accounts for investments in unconsolidated affiliates where Snap-on has a greater than 20% but less than 50% ownership interest under the equity method of accounting. Investments in unconsolidated affiliates of \$39.4 million as of 2010 year end and \$37.7 million as of 2009 year end are included in "Other assets" on the accompanying Consolidated Balance Sheets. Equity investment dividends received in 2010 and 2008 totaled \$2.0 million and \$1.5 million, respectively; no equity investment dividends were received in 2009. In the normal course of business, the company may purchase products or services from unconsolidated affiliates. Purchases from unconsolidated affiliates were \$19.2 million, \$19.7 million and \$22.2 million in 2010, 2009 and 2008, respectively. The Consolidated Financial Statements do not include the accounts of the company's independent franchisees. Snap-on's Consolidated Financial Statements are prepared in conformity with generally accepted accounting principles in the United States of America ("U.S. GAAP"). All significant intercompany accounts and transactions have been eliminated.

Snap-on realigned its management organization and, as a result, its reportable business segments, in the second quarter of 2010. The accompanying segment data has been restated to reflect these realignments. See Note 17 for information on Snap-on's reportable business segments.

Snap-on Credit LLC ("SOC") is the company's financial services operation in the United States. Snap-on terminated its SOC financial services joint venture agreement with CIT Group Inc. ("CIT") on July 16, 2009, and subsequently acquired, pursuant to the terms of the joint venture agreement, CIT's 50%-ownership interest in SOC. As a result of acquiring CIT's ownership interest, SOC became a wholly-owned subsidiary of Snap-on and Snap-on began providing financing for the majority of new loans originated by SOC; previously, substantially all of the loans originated by SOC were sold to CIT. Prior to July 16, 2009, SOC was a consolidated financial services joint venture, as Snap-on was the primary beneficiary of the joint venture agreement. See Notes 2 and 3 for further information on SOC.

The Consolidated Statements of Cash Flow reflect the "Provision for losses on finance receivables" originated by (i) SOC after July 16, 2009, and (ii) Snap-on's wholly-owned international finance subsidiaries, as part of "Net cash provided by operating activities." Subsequent to July 16, 2009, "Additions to finance receivables" and "Collections of finance receivables" are presented as part of "Net cash used by investing activities." The non-cash provision for losses on finance receivables and the net additions and collections of finance receivables prior to July 16, 2009, which primarily related to the company's wholly-owned international finance subsidiaries, are included in "(Increase) decrease in contract receivables" as part of "Net cash provided by operating activities;" these amounts were not restated as the amounts were not significant, individually or in the aggregate, to Snap-on's Consolidated Statements of Cash Flow.

The Consolidated Statements of Cash Flow also reflect, beginning in 2010, the "Provision for losses on non-finance receivables." The non-cash provisions for losses on non-finance receivables prior to 2010 are included in "(Increase) decrease in trade and other accounts receivable" and "(Increase) decrease in contract receivables" as part of "Net cash provided by operating activities;" prior year amounts were not restated as the amounts were not significant, individually or in the aggregate, to Snap-on's Consolidated Statements of Cash Flow. See Note 3 for further information on receivables.

Fiscal year accounting period: Snap-on's fiscal year ends on the Saturday nearest to December 31. The 2010 fiscal year ended on January 1, 2011 ("2010"), and contained 52 weeks of operating results. The 2009 fiscal year ended on January 2, 2010 ("2009"), and contained 52 weeks of operating results. The 2008 fiscal year ended on January 3, 2009 ("2008"), and contained 53 weeks of operating results, with the additional week occurring in the fourth quarter. The impact of the additional week of operations on full year 2008 net sales and operating earnings was not material.

Use of estimates: The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Financial instruments: The fair value of the company's derivative financial instruments is generally determined using quoted prices in active markets for similar assets and liabilities. The carrying value of the company's non-derivative financial instruments either approximate fair value, due to their short-term nature, or fair value is based upon a discounted cash flow analysis or quoted market values. See Note 10 for further information on financial instruments.

Revenue recognition: Snap-on recognizes revenue from the sale of tools, diagnostics and equipment solutions when contract terms are met, the price is fixed or determinable, collectability is reasonably assured and a product is shipped or risk of ownership has been transferred to and accepted by the customer. For sales contingent upon customer acceptance or product installation, revenue recognition is deferred until such obligations are fulfilled. Estimated product returns are recorded as a reduction in reported revenues at the time of sale based upon historical product return experience and gross profit margin adjusted for known trends. Provisions for customer volume rebates, discounts and allowances are also recorded as a reduction of reported revenues at the time of sale based on historical experience and known trends. Revenue related to maintenance and subscription agreements is recognized over the term of the agreement.

Snap-on also recognizes revenue related to multiple element arrangements, including sales of software and software-related services. When a sales arrangement contains multiple elements, such as hardware and software products and/or services, Snap-on uses estimates of fair value for hardware elements and vendor specific objective evidence ("VSOE") of fair value for software elements to allocate revenue to each element based on its relative fair value and, when necessary, uses the residual method to assign value to the delivered elements when VSOE only exists for the undelivered elements. The amount assigned to future delivery of products or services is recognized when the product is delivered and/or when the services are performed. In instances where the product and/or services are performed over an extended period, as is the case with subscription agreements or the providing of ongoing support, revenue is generally recognized on a straight-line basis over the term of the agreement, which generally ranges from 12 to 60 months.

Franchise fee revenue, including nominal, non-refundable initial and ongoing monthly fees (primarily for sales, business training, marketing and product promotion programs), is recognized as the fees are earned.

Financial services revenue: Financial services revenue consists of finance loan receivable revenue and installment contract revenue and, prior to July 16, 2009, revenue from SOC's sales of originated loans to CIT; financial services revenue also includes service fee income received from CIT.

Snap-on generates financial services revenue from various financing programs that include (i) loans to franchisees' customers and Snap-on's industrial and other customers for the purchase or lease of tools, equipment and diagnostics products on an extended term payment plan; and (ii) business loans and vehicle leases to franchisees. These financing programs are offered through SOC and Snap-on's wholly-owned international finance subsidiaries. Prior to the July 16, 2009 acquisition of CIT's 50%-ownership interest in SOC, financial services revenue in the United States was primarily generated from SOC's sales of originated contracts to CIT.

Financing revenue from originated loans retained by Snap-on's finance subsidiaries, including SOC, is recognized over the life of the contract, with interest computed on the average daily balances of the underlying contracts. Financing revenue from sales of contracts to CIT was recognized on the date such contracts were sold. For contracts originated by SOC and subsequently sold to CIT, SOC continues to service the contracts for an estimated servicing fee and such revenue is recognized over the contractual term of the loan, with a portion of the servicing fee recognized at the time of sale since the contractual servicing fee provided SOC with more than adequate compensation for the level of services provided.

The decision to finance through Snap-on or another financing entity is solely at the election of the customer. When assessing customers for potential financing, Snap-on considers various factors regarding ability to pay including customers' financial condition, collateral, debt-servicing ability, past payment experience and credit bureau information. For finance and contract receivables, Snap-on assesses these factors through the use of credit quality indicators consisting primarily of customer credit risk scores combined with internal credit risk grades, collection experience and other internal metrics.

Research and engineering: In 2010, Snap-on incurred research and engineering costs of \$38.1 million, or 1.5% of net sales. In 2009, research and engineering costs were \$36.7 million, or 1.6% of net sales and in 2008, research and engineering costs were \$43.3 million, or 1.5% of net sales.

Internally developed software: Costs incurred in the development of software that will ultimately be sold are capitalized from the time technological feasibility has been attained and capitalization ceases when the related product is ready for general release. During 2010, 2009 and 2008, Snap-on capitalized \$13.0 million, \$7.8 million and \$9.7 million, respectively, of such costs. Amortization of capitalized software development costs, which is included in "Cost of goods sold" on the accompanying Consolidated Statements of Earnings, was \$10.9 million in 2010, \$9.4 million in 2009 and

\$8.2 million in 2008. Unamortized capitalized software development costs of \$26.1 million as of 2010 year end and \$23.9 million as of 2009 year end are included in "Other intangibles – net" on the accompanying Consolidated Balance Sheets.

Internal-use software: Costs that are incurred in creating software solutions and enhancements to those solutions are capitalized only during the application development stage of the project.

Shipping and handling: Amounts billed to customers for shipping and handling are included as a component of sales. Costs incurred by Snap-on for shipping and handling are included as a component of cost of goods sold when the costs relate to manufacturing activities. In 2010, 2009 and 2008, Snap-on incurred shipping and handling charges of \$32.3 million, \$26.6 million and \$32.6 million, respectively, that were recorded in "Cost of goods sold" on the accompanying Consolidated Statements of Earnings. Shipping and handling costs incurred in conjunction with selling or distribution activities are included as a component of operating expenses. In 2010, 2009 and 2008, Snap-on incurred shipping and handling charges of \$60.8 million, \$51.7 million and \$59.8 million, respectively, that were recorded in "Operating expenses" on the accompanying Consolidated Statements of Earnings.

Advertising and promotion: Production costs of future media advertising are deferred until the advertising occurs. All other advertising and promotion costs are expensed when incurred. For 2010, 2009 and 2008, advertising and promotion expenses totaled \$41.1 million, \$36.8 million and \$59.0 million, respectively.

Warranties: Snap-on provides product warranties for specific product lines and accrues for estimated future warranty costs in the period in which the sale is recorded. See Note 15 for further information on warranties.

Foreign currency translation: The financial statements of Snap-on's foreign subsidiaries are translated into U.S. dollars. Assets and liabilities of foreign subsidiaries are translated at current rates of exchange, and income and expense items are translated at the average exchange rate for the period. The resulting translation adjustments are recorded directly into "Accumulated other comprehensive loss" on the accompanying Consolidated Balance Sheets. Foreign exchange transactions resulted in a pretax loss of \$0.7 million in 2010, a pretax gain of \$0.6 million in 2009, and a pretax loss of \$1.3 million in 2008. Foreign exchange transaction gains and losses are reported in "Other income (expense) – net" on the accompanying Consolidated Statements of Earnings.

Income taxes: Current tax assets and liabilities are based upon an estimate of taxes refundable or payable for each of the jurisdictions in which the company is subject to tax. In the ordinary course of business there is inherent uncertainty in quantifying income tax positions. Snap-on assesses income tax positions and records tax benefits for all years subject to examination based upon management's evaluation of the facts, circumstances and information available at the reporting dates. For those tax positions where it is more-likely-than-not that a tax benefit will be sustained, Snap-on records the largest amount of tax benefit with a greater than 50% likelihood of being realized upon ultimate settlement with a taxing authority that has full knowledge of all relevant information. For those income tax positions where it is not more-likely-than-not that a tax benefit will be sustained, no tax benefit is recognized in the financial statements. When applicable, associated interest and penalties are recognized as a component of income tax expense. Accrued interest and penalties are included within the related tax asset or liability on the accompanying Consolidated Balance Sheets.

Deferred income taxes are provided for temporary differences arising from differences in basis of assets and liabilities for tax and financial reporting purposes. Deferred income taxes are recorded on temporary differences using enacted tax rates in effect for the year in which the temporary differences are expected to reverse. The effect of a change in tax rates on deferred tax assets and liabilities is recognized in income in the period that includes the enactment date. Deferred tax assets are reduced by a valuation allowance when, in the opinion of management, it is more likely than not that some portion or all of the deferred tax assets will not be realized. See Note 8 for further information on income taxes.

Per share data: Basic earnings per share calculations were computed by dividing net earnings attributable to Snap-on Incorporated by the corresponding weighted-average number of common shares outstanding for the period. The dilutive effect of the potential exercise of outstanding options to purchase common shares is calculated using the treasury stock method. Snap-on had dilutive shares totaling 390,833 shares, 212,318 shares and 620,611 shares, in 2010, 2009 and 2008, respectively. Options to purchase 667,208 shares, 1,479,619 shares and 540,462 shares of Snap-on common stock for the years ended 2010, 2009 and 2008, respectively, were not included in the computation of diluted earnings per share as the exercise prices of the options were greater than the average market price of the common stock for the respective year and, as a result, the effect on earnings per share would be anti-dilutive. Performance share awards and restricted stock units ("RSUs") do not affect the diluted earnings per share calculation until it is determined that the applicable performance metrics have been met. See Note 13 for further information on performance share awards and RSUs.

Stock-based compensation: Snap-on recognizes the cost of employee services in exchange for awards of equity instruments based on the grant date fair value of those awards (with limited exceptions). That cost, based on the estimated number of awards that are expected to vest, is recognized on a straight-line basis over the period during which the employee is required to provide the service in exchange for the award. No compensation cost is recognized for awards for which employees do not render the requisite service. The grant date fair value of employee stock options and similar instruments is estimated using the Black-Scholes valuation model.

The Black-Scholes valuation model requires the input of subjective assumptions, including the expected life of the stock-based award and stock price volatility. The assumptions used are management's best estimates, but the estimates involve inherent uncertainties and the application of management judgment. As a result, if other assumptions had been used, the recorded stock-based compensation expense could have been materially different from that depicted in the financial statements. See Note 13 for further information on stock-based compensation.

Derivatives: Snap-on utilizes derivative financial instruments, including foreign currency forward contracts, interest rate swap agreements and treasury lock agreements, to manage its exposure to foreign currency exchange rate and interest rate risks. Snap-on accounts for its derivative instruments at fair value. Snap-on does not hold or issue financial instruments for speculative or trading purposes. See Note 10 for further information on derivatives.

Concentrations: Snap-on is exposed to credit losses in the event of non-performance by the counterparties to its foreign currency forward contracts, interest rate swap agreements and treasury lock agreements. Snap-on does not obtain collateral or other security to support its financial instruments subject to credit risk, but monitors the credit standing of the counterparties and enters into agreements only with financial institution counterparties with a credit rating of A- or better. Snap-on does not anticipate non-performance by its counterparties, but cannot provide assurances.

Approximately 2,850 employees, or 25% of Snap-on's worldwide workforce, are represented by unions and/or covered under collective bargaining agreements. Approximately 1,450 employees are covered under agreements expiring in 2011. In recent years, Snap-on has not experienced any significant work slow-downs, stoppages or other labor disruptions.

Cash equivalents: Snap-on considers all highly liquid investments with an original maturity of three months or less to be cash equivalents. Cash equivalents are stated at cost, which approximates market value.

Receivables and allowances for doubtful accounts: All trade accounts, finance and contract receivables are reported on the balance sheet at their outstanding principal balance adjusted for any charge-offs and net of allowances for doubtful accounts. Finance and contract receivables also include accrued interest and loan acquisition costs, net of loan acquisition fees.

Snap-on maintains allowances for doubtful accounts to absorb probable losses inherent in its portfolio of receivables. The allowances for doubtful accounts represent management's estimate of the losses inherent in the company's receivables portfolio based on ongoing assessments and evaluations of collectability and historical loss experience. In estimating losses inherent in each of its receivable portfolios (trade, finance and contract receivables), Snap-on uses historical loss experience rates by portfolio and applies them to a related aging analysis. Determination of the proper level of allowances by portfolio requires management to exercise significant judgment about the timing, frequency and severity of credit losses that could materially affect the provision for credit losses and, therefore, net income. The allowances for doubtful accounts takes into consideration numerous quantitative and qualitative factors, by receivable type, including historical loss experience, portfolio duration, collection experience, delinquency trends, economic conditions and credit risk quality as follows:

- Snap-on evaluates the collectability of receivables based on a combination of various financial and qualitative factors that may affect the customers' ability to pay. These factors may include customers' financial condition, collateral, debt-servicing ability, past payment experience and credit bureau information.
- For finance and contract receivables, Snap-on assesses quantitative and qualitative factors through the use of credit quality indicators consisting primarily of customer credit risk scores combined with internal credit risk grades, collection experience and other internal metrics as follows:

- Credit risk – Personal credit risk is monitored regularly on an account by account basis through customer credit scores obtained from major credit bureaus as well as through the use of internal proprietary, custom scoring models used to evaluate each transaction at the time of the application for credit and by periodically updating those credit scores for ongoing monitoring purposes. In addition, Snap-on evaluates credit quality through the use of a loan risk grading measurement system that provides a framework to analyze the finance and contract receivables on the basis of risk factors of the individual obligor as well as transaction specific risk.
- Collection experience – Snap-on conducts monthly reviews of credit and collection performance for each of its finance and contract receivable portfolios focusing on data such as delinquency trends, non-performing assets, charge-off and recovery activity. These reviews allow for the formulation of collection strategies and potential collection policy modifications in response to changing risk profiles in the finance and contract receivable portfolios.
- Other internal metrics – Snap-on maintains a system that aggregates credit exposure by customer, industry, risk classification and geographical area, among other factors, to further monitor changing risk profiles.

Management performs detailed reviews of its receivables on a monthly and/or quarterly basis to assess the adequacy of the allowances based on historical and current trends and other factors affecting credit losses and to determine if any impairment has occurred. A receivable is impaired when it is probable that all amounts related to the receivable will not be collected according to the contractual terms of the loan agreement. In circumstances where the company is aware of a specific customer's inability to meet its financial obligations, a specific reserve is recorded against amounts due to reduce the net recognized receivable to the amount reasonably expected to be collected. Additions to the allowances for doubtful accounts are maintained through adjustments to the provision for credit losses, which are charged to current period earnings; amounts determined to be uncollectable are charged directly against the allowances, while amounts recovered on previously charged-off accounts increase the allowances. Net charge-offs include the principal amount of losses charged off as well as charged-off interest and fees. Recovered interest and fees previously charged-off are recorded through the allowances for doubtful accounts. Finance receivables are assessed for charge-off when an account becomes 120 days past due and are charged-off typically within 60 days of asset repossession. Contract receivables related to equipment leases are generally charged-off when an account becomes 150 days past due while contract receivables related to franchise finance and van leases are generally charged off up to 180 days past the asset return. For finance and contract receivables, customer bankruptcies are generally charged-off upon notification that the associated debt is not being reaffirmed, or, in any event, no later than 180 days past due.

Snap-on does not believe that trade accounts, finance or contract receivables represent significant concentrations of credit risk because of the diversified portfolio of individual customers and geographical areas. See Note 3 for further information on receivables and allowances for doubtful accounts.

Other accrued liabilities: Supplemental balance sheet information for "Other accrued liabilities" as of 2010 and 2009 year end is as follows:

<i>(Amounts in millions)</i>	2010	2009
Income taxes	\$ 12.5	\$ 12.0
Accrued restructuring	10.5	13.4
Accrued replacements/warranty	16.9	14.3
Deferred subscription revenue	18.6	19.3
Amounts withheld from CIT	107.8	81.5
Other	180.6	160.9
Total other accrued liabilities	\$ 346.9	\$ 301.4

Included in other accrued liabilities as of 2010 and 2009 year end are \$107.8 million and \$81.5 million, respectively, of amounts withheld from payments made to CIT relating to SOC's ongoing business activities. The amounts withheld relate to a dispute between the parties concerning various payments made during the course of the financial services joint venture. See Note 15 for further information.

Inventories: Snap-on values its inventory at the lower of cost or market and adjusts for the value of inventory that is estimated to be excess, obsolete or otherwise unmarketable. Snap-on records allowances for excess and obsolete inventory based on historical and estimated future demand and market conditions. Allowances for raw materials are largely based on an analysis of raw material age and actual physical inspection of raw material for fitness for use. As part of evaluating the adequacy of allowances for work-in-progress and finished goods, management reviews individual product stock-keeping units (SKUs) by product category and product life cycle. Cost adjustments for each product category/product life-cycle state are generally established and maintained based on a combination of historical experience, forecasted sales and promotions, technological obsolescence, inventory age and other actual known conditions and circumstances. Should actual product marketability and raw material fitness for use be affected by conditions that are different from management estimates, further adjustments to inventory allowances may be required.

Snap-on adopted the "last-in, first-out" ("LIFO") inventory valuation method in 1973 for its U.S. locations. Snap-on's U.S. inventories accounted for on a LIFO basis consist of purchased product and inventory manufactured at the company's heritage U.S. manufacturing facilities (primarily hand tools and tool storage). As Snap-on began acquiring businesses in the 1990's, the company retained the "first-in, first-out" ("FIFO") inventory valuation methodology used by the predecessor businesses prior to their acquisition by Snap-on; the company does not adopt the LIFO inventory valuation methodology for new acquisitions. See Note 4 for further information on inventories.

Property and equipment: Property and equipment is stated at cost less accumulated depreciation and amortization. Depreciation and amortization are provided on a straight-line basis over estimated useful lives. Major repairs that extend the useful life of an asset are capitalized, while routine maintenance and repairs are expensed as incurred. Capitalized software included in property and equipment reflects costs related to internally developed or purchased software for internal use and is amortized on a straight-line basis over their estimated useful lives. Long-lived assets are evaluated for impairment when events or circumstances indicate that the carrying amount of the long-lived asset may not be recoverable. See Note 5 for further information on property and equipment.

Goodwill and other intangible assets: Goodwill and indefinite-lived assets are tested for impairment annually or more frequently if events or changes in circumstances indicate that the assets might be impaired. Annual impairment tests are performed by the company in the second quarter of each year. Snap-on evaluates the existence of goodwill and indefinite-lived intangible asset impairment on the basis of whether the assets are fully recoverable from projected, discounted cash flows of the related business unit or asset. Intangible assets with finite lives are amortized over their estimated useful lives using straight-line and accelerated methods depending on the nature of the particular asset. See Note 6 for further information on goodwill and other intangible assets.

Accumulated other comprehensive loss: The components of "Accumulated other comprehensive loss" ("Accumulated OCI") on the accompanying Consolidated Balance Sheets as of 2010 and 2009 year end are as follows:

<i>(Amounts in millions)</i>	2010	2009
Foreign currency translation adjustment	\$ 106.2	\$ 130.9
Unamortized loss on pension and postretirement benefit plans, net of tax of \$126.9 million and \$119.1 million, respectively	(213.5)	(199.7)
Other	2.5	0.4
Accumulated other comprehensive loss	\$ (104.8)	\$ (68.4)

New accounting standards

Disclosures about the Credit Quality of Financing Receivables and the Allowance for Credit Losses

The Financial Accounting Standards Board ("FASB") issued a pronouncement in July 2010 that requires enhanced disclosures regarding the nature of credit risk inherent in an entity's portfolio of financing receivables, how that risk is analyzed, and the changes, as well as the reasons for such changes, in the allowance for credit losses. The new disclosures, which require information regarding both financing receivables and the related allowances for credit losses at more disaggregated levels, became effective for Snap-on as of its 2010 fiscal year end. Specific disclosures regarding activities that occur during a reporting period, such as the disaggregated rollforward disclosures, are effective for Snap-on at the beginning of its 2011 fiscal year. This guidance, which affects disclosures primarily related to Snap-on's finance and contract receivables, did not have, and will not have, a significant impact on the company's Consolidated Financial Statements.

Fair Value Measurements and Disclosures

The fair value measurements hierarchy gives the highest priority ("Level 1") to unadjusted quoted prices in active markets for identical assets and liabilities and the lowest priority ("Level 3") to unobservable inputs. Fair value measurements primarily based on observable market information are given a "Level 2" priority. Previously released guidance on fair value measurements and disclosures was amended in January 2010. The amendment requires disclosure of transfers into and out of Level 1 and Level 2 fair value measurements, and also requires more detailed disclosure about the activity within Level 3 fair value measurements. A portion of the amendment was effective for Snap-on at the beginning of its 2010 fiscal first quarter and required the disclosure of transfers into and out of Level 1 and Level 2 fair value measurements; the amendment's requirements related to Level 3 disclosures are effective for Snap-on at the beginning of its 2011 fiscal year. This guidance, which affects new disclosures only, did not have, and will not have, a significant impact on the company's Consolidated Financial Statements.

Revenue Arrangements with Multiple Deliverables

Previously released guidance on revenue arrangements with multiple deliverables was amended in October 2009; the amended guidance becomes effective for Snap-on at the beginning of its 2011 fiscal year. The amendment addresses how to determine whether an arrangement involving multiple deliverables contains more than one unit of accounting and how the arrangement consideration should be allocated among the separate units of accounting. The amendment may be applied retrospectively or prospectively for new or materially modified arrangements and early adoption is permitted. The company does not believe that the adoption will have a significant impact on the company's Consolidated Financial Statements.

Certain Revenue Arrangements that Include Software Elements

Previously released guidance on certain revenue arrangements that include software elements was amended in October 2009; the amended guidance becomes effective for Snap-on at the beginning of its 2011 fiscal year. The amendment removes tangible products from the scope of the software revenue guidance if the products contain both software and non-software components that function together to deliver a product's essential functionality, and provides guidance on determining whether software deliverables in an arrangement that includes a tangible product are within the scope of the software revenue guidance. The amendment may be applied retrospectively or prospectively for new or materially modified arrangements and early adoption is permitted. The company does not believe that the adoption will have a significant impact on the company's Consolidated Financial Statements.

Note 2: Acquisitions

Snap-on acquired the remaining 40% interest in Wanda Snap-on (Zhejiang) Co., Ltd ("Wanda Snap-on"), the company's tool manufacturing operation in Xiaoshan, China, on April 6, 2010, for a purchase price of \$7.7 million and \$0.1 million of transaction costs. Snap-on acquired the initial 60% interest in Wanda Snap-on for a cash purchase price of \$15.4 million (or \$14.1 million, net of cash acquired), including \$1.2 million of transaction costs, on March 5, 2008. The acquisition of Wanda Snap-on is part of the company's ongoing strategic initiatives to further expand its manufacturing presence in emerging growth markets and lower-cost regions. On July 1, 2010, Wanda Snap-on was renamed Snap-on Asia Manufacturing (Zhejiang) Co., Ltd. ("Xiaoshan").

The following summarizes the changes in the Xiaoshan redeemable noncontrolling interest for 2010 and 2009:

<i>(Amounts in millions)</i>	2010	2009
Beginning of year	\$ 3.3	\$ 4.3
Net loss	(0.3)	(1.0)
Acquisition of noncontrolling interest	(3.0)	-
End of year	<u>\$ -</u>	<u>\$ 3.3</u>

For segment reporting purposes, the results of operations and assets of Xiaoshan are included in the Commercial & Industrial Group. Pro forma financial information is not presented as the net effects of the Xiaoshan acquisition were not material to Snap-on's results of operations or financial position.

Snap-on terminated its SOC financial services joint venture agreement with CIT on July 16, 2009, and subsequently purchased, pursuant to the terms of the joint venture agreement, CIT's 50%-ownership interest in SOC for a cash purchase price of \$8.1 million. As a result of acquiring CIT's ownership interest, SOC became a wholly-owned subsidiary of Snap-on. The \$8.1 million purchase price represented the book value, and approximated the fair value, of CIT's ownership interest in SOC as of the acquisition date; no goodwill or intangible assets were recorded as a result of this acquisition.

Snap-on has included the accounts of SOC in its consolidated financial statements since 2004 as Snap-on concluded that it was the primary beneficiary of the joint venture arrangement. From 2004 until the July 16, 2009 termination date, CIT's ownership interest in SOC was reported in the company's Consolidated Financial Statements as a noncontrolling interest. For segment reporting purposes, the results of operations and assets of SOC are included in Financial Services.

Note 3: Receivables

Trade and Other Accounts Receivable

Snap-on's trade and other accounts receivable primarily arise from the sale of tools, diagnostics and equipment to a broad range of industrial and commercial customers and to Snap-on's independent franchise van channel on a non-extended-term basis with payment terms generally ranging from 30 to 120 days.

The components of Snap-on's trade and other accounts receivable as of 2010 and 2009 year end are as follows:

<i>(Amounts in millions)</i>	2010	2009
Trade and other accounts receivable	\$ 470.3	\$ 440.8
Allowances for doubtful accounts	(27.0)	(26.4)
Total trade and other accounts receivable – net	\$ 443.3	\$ 414.4

Finance and Contract Receivables

SOC originates extended-term finance and contract receivables on sales of Snap-on product sold through the U.S. franchisee and customer network and to Snap-on's industrial and other customers; Snap-on's foreign finance subsidiaries provide similar financing internationally. Interest income on finance and contract receivables is included in "Financial services revenue" on the accompanying Consolidated Statements of Earnings.

Snap-on's finance receivables are comprised of extended-term installment loans to technicians (i.e. franchisees' customers) to enable them to purchase tools, diagnostics and equipment on an extended-term payment plan, generally with average payment terms of 32 months. Contract receivables, with payment terms of up to 10 years, are comprised of extended-term installment loans to a broad base of industrial and other customers worldwide, including shop owners, both independents and national chains, for their purchase of tools, diagnostics and equipment. Contract receivables also include extended-term installment loans to franchisees to meet a number of financing needs including van and truck leases, working capital loans, and loans to enable new franchisees to fund the purchase of the franchise. Finance and contract receivables are generally secured by the underlying tools, diagnostics or equipment financed and, for installment loans to franchisees, other franchisee assets.

Snap-on did not purchase any finance or contract receivables during 2010 or 2009; subsequent to the termination of the financial services joint venture agreement with CIT on July 16, 2009, Snap-on did not sell any finance or contract receivables.

The components of Snap-on's current finance and contract receivables as of 2010 and 2009 year end are as follows:

<i>(Amounts in millions)</i>	<u>2010</u>	<u>2009</u>
Finance receivables, net of unearned finance charges of \$7.0 million and \$6.8 million	\$ 222.4	\$ 126.2
Contract receivables, net of unearned finance charges of \$6.0 million and \$4.0 million	<u>46.8</u>	<u>34.5</u>
Total	<u>269.2</u>	<u>160.7</u>
Allowances for doubtful accounts:		
Finance receivables	(7.1)	(3.9)
Contract receivables	<u>(1.2)</u>	<u>(1.6)</u>
Total	<u>(8.3)</u>	<u>(5.5)</u>
Total current finance and contract receivables – net	<u>\$ 260.9</u>	<u>\$ 155.2</u>
Finance receivables – net	\$ 215.3	\$ 122.3
Contract receivables – net	<u>45.6</u>	<u>32.9</u>
Total current finance and contract receivables – net	<u>\$ 260.9</u>	<u>\$ 155.2</u>

The components of Snap-on's finance and contract receivables with payment terms beyond one year as of 2010 and 2009 year end are as follows:

<i>(Amounts in millions)</i>	<u>2010</u>	<u>2009</u>
Finance receivables, net of unearned finance charges of \$8.7 million and \$8.0 million	\$ 360.1	\$ 184.1
Contract receivables, net of unearned finance charges of \$8.4 million and \$5.9 million	<u>122.1</u>	<u>73.2</u>
Total	<u>482.2</u>	<u>257.3</u>
Allowances for doubtful accounts:		
Finance receivables	(14.4)	(6.2)
Contract receivables	<u>(2.8)</u>	<u>(2.5)</u>
Total	<u>(17.2)</u>	<u>(8.7)</u>
Total long-term finance and contract receivables – net	<u>\$ 465.0</u>	<u>\$ 248.6</u>
Finance receivables – net	\$ 345.7	\$ 177.9
Contract receivables – net	<u>119.3</u>	<u>70.7</u>
Total long-term finance and contract receivables – net	<u>\$ 465.0</u>	<u>\$ 248.6</u>

Long-term finance and contract receivables installments, net of unearned finance charges, as of 2010 year end are scheduled as follows:

<i>(Amounts in millions)</i>	<u>2010</u>	
Due in Months:	<u>Finance</u>	<u>Contract</u>
13 – 24	\$ 172.3	\$ 31.3
25 – 36	116.5	25.6
37 – 48	50.3	20.3
49 – 60	20.3	15.2
Thereafter	<u>0.7</u>	<u>29.7</u>
Total	<u>\$ 360.1</u>	<u>\$ 122.1</u>

Delinquency is the primary indicator of credit quality for finance and contract receivables. Receivable balances are considered delinquent when contractual payments on the loans become 30 days past due.

Finance receivables are generally placed on non-accrual status (nonaccrual of interest and other fees) (i) when a customer is placed on repossession status after being 90 days past due; (ii) upon receipt of notification of bankruptcy; (iii) upon the death of a customer; or (iv) in other instances in which management concludes collectability is not reasonably assured. Finance receivables that are considered nonperforming include receivables that are on non-accrual status and receivables that are generally 90 days past due.

Contract receivables are generally placed on non-accrual status (nonaccrual of interest and other fees) (i) when a receivable is more than 90 days past due or at the point a customer is placed on terminated status regardless of the delinquency status; (ii) upon the death of a customer; or (iii) in other instances in which management concludes collectability is not reasonably assured. Contract receivables that are considered nonperforming include receivables that are on non-accrual status and receivables that are generally more than 90 days past due.

The accrual of interest and other fees is resumed when the finance or contract receivable becomes contractually current and collection of all remaining contractual amounts due is reasonably assured. Finance and contract receivables are evaluated for impairment on a collective basis. A receivable is impaired when it is probable that all amounts related to the receivable will not be collected according to the contractual terms of the loan agreement. Impaired receivables are covered by the finance and contract allowances for doubtful accounts reserves and are charged-off against the reserves when appropriate. As of 2010 and 2009 year end, there were \$7.4 million and \$1.4 million, respectively, of impaired finance receivables, and there were \$0.8 million and \$0.3 million, respectively, of impaired contract receivables.

The aging of finance and contract receivables as of 2010 and 2009 year end is as follows:

(Amounts in millions)	30-59 Days Past Due	60-89 Days Past Due	Greater Than 90 Days Past Due	Total Past Due	Total Not Past Due	Total	Greater Than 90 Days Past Due and Accruing
2010 year end:							
Finance receivables	\$ 5.0	\$ 3.0	\$ 3.8	\$ 11.8	\$ 570.7	\$ 582.5	\$ 2.7
Contract receivables	0.4	0.1	0.2	0.7	168.2	168.9	—
2009 year end:							
Finance receivables	\$ 2.1	\$ 0.7	\$ 0.5	\$ 3.3	\$ 307.0	\$ 310.3	\$ 0.4
Contract receivables	0.3	—	0.1	0.4	107.3	107.7	—

The amount of performing and nonperforming finance and contract receivables based on payment activity as of 2010 and 2009 year end is as follows:

(Amounts in millions)	2010		2009	
	Finance Receivables	Contract Receivables	Finance Receivables	Contract Receivables
Performing	\$ 575.1	\$ 168.1	\$ 308.9	\$ 107.4
Nonperforming	7.4	0.8	1.4	0.3
Total	\$ 582.5	\$ 168.9	\$ 310.3	\$ 107.7

The amount of finance and contract receivables on non-accrual status as of 2010 and 2009 year end is as follows:

(Amounts in millions)	2010	2009
Finance receivables	\$ 4.7	\$ 0.1
Contract receivables	0.8	0.3

The following is a rollforward of the allowances for doubtful accounts for 2010, 2009 and 2008:

<i>(Amounts in millions)</i>	Balance at Beginning of Year	Expenses	Deductions ⁽¹⁾	Balance at End of Year
Allowances for doubtful accounts:				
2010	\$ 40.6	\$ 34.4	\$ (22.5)	\$ 52.5
2009	26.3	33.5	(19.2)	40.6
2008	31.7	12.9	(18.3)	26.3

⁽¹⁾ Represents write-offs of bad debts, net of recoveries, and the net impact of currency translation.

Bad debt expense in 2010 and 2009 primarily reflects increased allowances for doubtful accounts as a result of growth in the on-book finance portfolio at SOC. Bad debt expense in 2008 primarily reflects the impact of favorable loss experience in the Snap-on Tools Group.

Prior to July 16, 2009, SOC sold substantially all new finance and contract loan originations to CIT on a limited recourse basis; SOC retained the right to service such loans for a contractual servicing fee. As of 2010 year end, the remaining portfolio of receivables owned by CIT that is being serviced by SOC was approximately \$260 million. Contractual servicing fees were \$4.9 million in 2010, \$8.3 million in 2009 and \$9.2 million in 2008.

Note 4: Inventories

Inventories by major classification as of 2010 and 2009 year end are as follows:

<i>(Amounts in millions)</i>	2010	2009
Finished goods	\$ 308.7	\$ 254.3
Work in progress	25.0	28.3
Raw materials	64.1	60.5
Total FIFO value	397.8	343.1
Excess of current cost over LIFO cost	(68.4)	(68.4)
Total inventories – net	<u>\$ 329.4</u>	<u>\$ 274.7</u>

Inventories accounted for using the FIFO method as of 2010 and 2009 year end approximated 64% and 66%, respectively, of total inventories. The company accounts for its non-U.S. inventory on the FIFO method. As of 2010 year end, approximately 27% of the company's U.S. inventory was accounted for using the FIFO method and 73% was accounted for using the LIFO method. LIFO inventory liquidations resulted in a reduction of "Cost of goods sold" on the accompanying Consolidated Statements of Earnings of \$9.5 million in 2009; there were no LIFO inventory liquidations in 2010 or 2008.

Note 5: Property and Equipment

Snap-on's property and equipment values, which are carried at cost, as of 2010 and 2009 year end are as follows:

<i>(Amounts in millions)</i>	2010	2009
Land	\$ 20.5	\$ 22.9
Buildings and improvements	261.9	250.1
Machinery, equipment and computer software	620.9	621.7
Property and equipment – gross	903.3	894.7
Accumulated depreciation and amortization	(559.3)	(546.9)
Property and equipment – net	<u>\$ 344.0</u>	<u>\$ 347.8</u>

The estimated service lives of property and equipment are principally as follows:

Buildings and improvements	3 to 50 years
Machinery, equipment and computer software	2 to 15 years

The cost and accumulated depreciation of property and equipment under capital leases as of 2010 and 2009 year end are as follows:

<i>(Amounts in millions)</i>	2010	2009
Buildings and improvements	\$ 28.4	\$ 25.1
Machinery, equipment and computer software	1.6	1.6
Accumulated depreciation	(8.6)	(6.3)
Net book value	<u>\$ 21.4</u>	<u>\$ 20.4</u>

Depreciation expense was \$48.7 million, \$49.9 million and \$47.9 million in 2010, 2009 and 2008, respectively.

Note 6: Intangible and Other Assets

The changes in the carrying amount of goodwill by segment for 2010 and 2009 are as follows:

<i>(Amounts in millions)</i>	Commercial & Industrial Group	Snap-on Tools Group	Repair Systems & Information Group	Total
Balance as of 2008 year end	\$ 302.3	\$ 12.5	\$ 487.0	\$ 801.8
Currency translation	9.5	-	3.0	12.5
Balance as of 2009 year end	311.8	12.5	490.0	814.3
Currency translation	(12.5)	-	(3.4)	(15.9)
Balance as of 2010 year end	<u>\$ 299.3</u>	<u>\$ 12.5</u>	<u>\$ 486.6</u>	<u>\$ 798.4</u>

Additional disclosures related to other intangible assets as of 2010 and 2009 year end are as follows:

<i>(Amounts in millions)</i>	2010		2009	
	Gross Carrying Value	Accumulated Amortization	Gross Carrying Value	Accumulated Amortization
Amortized other intangible assets:				
Customer relationships	\$ 134.3	\$ (36.8)	\$ 135.1	\$ (28.3)
Developed technology	19.1	(14.8)	19.4	(13.1)
Internally developed software	66.2	(40.1)	54.4	(30.5)
Patents	27.1	(16.6)	30.8	(18.4)
Trademarks	2.0	(0.5)	1.9	(0.5)
Other	8.3	(2.3)	11.4	(2.0)
Total	257.0	(111.1)	253.0	(92.8)
Non-amortized trademarks	46.9	-	46.0	-
Total other intangible assets	<u>\$ 303.9</u>	<u>\$ (111.1)</u>	<u>\$ 299.0</u>	<u>\$ (92.8)</u>

Significant and unanticipated changes in circumstances, such as significant adverse changes in business climate, loss of key customers and/or changes in technology or markets, could require a provision for impairment of goodwill and/or other intangible assets in a future period. As of 2010 year end, the company has no accumulated impairment losses.

The weighted-average amortization periods related to other intangible assets are as follows:

<i>(In years)</i>	<u>Weighted- average Amortization</u>
Customer relationships	16
Developed technology	5
Internally developed software	3
Patents	11
Trademarks	30
Other	39

Snap-on is amortizing its customer relationships on an accelerated basis over a 16 year weighted-average life; the remaining intangibles are amortized on a straight-line basis. The weighted-average amortization period for all amortizable intangibles on a combined basis is 14 years.

The company's customer relationships generally have contractual terms of three to five years and are typically renewed without significant cost to the company. The weighted-average 16 year life for customer relationships is based on the company's historical renewal experience. Intangible asset renewal costs are expensed as incurred.

The aggregate amortization expense for 2010, 2009 and 2008 was \$24.0 million, \$24.7 million and \$24.1 million, respectively. Based on current levels of amortizable intangible assets and estimated weighted-average useful lives, estimated annual amortization expense is expected to be \$23.1 million in 2011, \$19.3 million in 2012, \$13.5 million in 2013, \$9.9 million in 2014, and \$9.5 million in 2015.

The company has various insurance policies on the lives of certain former executive officers. Snap-on's investment in these policies is recorded net of policy loans in "Other assets" on the accompanying Consolidated Balance Sheets. The policy loans carry a variable interest rate (currently at 5.49%), require interest only payments annually, and are collateralized by the cash value of the life insurance policies. The interest rate charged on the policy loans may be adjusted annually based on a corporate bond yield as published by Moody's Investors Service. A summary of the net cash value of life insurance as of 2010 and 2009 year end is as follows:

<i>(Amounts in millions)</i>	<u>2010</u>	<u>2009</u>
Cash surrender value of life insurance	\$ 9.9	\$ 9.4
Policy loans outstanding	<u>(9.3)</u>	<u>(9.1)</u>
Net cash value of life insurance	<u>\$ 0.6</u>	<u>\$ 0.3</u>

Note 7: Exit and Disposal Activities

Snap-on recorded costs associated with exit and disposal activities of \$14.2 million and \$22.0 million during 2010 and 2009, respectively. The costs associated with exit and disposal activities, by operating segment, in 2010 and 2009 are as follows:

<i>(Amounts in millions)</i>	<u>2010</u>	<u>2009</u>
Exit and disposal costs:		
Cost of goods sold		
Commercial & Industrial Group	\$ 4.3	\$ 10.6
Snap-on Tools Group	4.9	0.2
Repair Systems & Information Group	1.6	4.7
Total cost of goods sold	<u>10.8</u>	<u>15.5</u>
Operating expenses		
Commercial & Industrial Group	0.9	1.9
Snap-on Tools Group	0.4	1.0
Repair Systems & Information Group	1.9	3.2
Corporate	0.2	0.2
Total operating expenses	<u>3.4</u>	<u>6.3</u>
Financial Services expenses	-	0.2
Total restructuring expenses		
Commercial & Industrial Group	5.2	12.5
Snap-on Tools Group	5.3	1.2
Repair Systems & Information Group	3.5	7.9
Financial Services	-	0.2
Corporate	0.2	0.2
Total exit and disposal costs	<u>\$ 14.2</u>	<u>\$ 22.0</u>

Of the \$14.2 million of exit and disposal costs incurred in 2010, \$10.0 million qualified for accrual treatment. Of the \$22.0 million of exit and disposal costs incurred in 2009, \$18.1 million qualified for accrual treatment. Costs associated with exit and disposal activities in 2010 primarily related to headcount reductions from (i) the expected mid-2011 closure of the Newmarket, Canada, tool storage manufacturing facility; (ii) the ongoing evaluation of the company's cost structure; (iii) ongoing efforts to enhance efficiency and productivity; and (iv) various other management and realignment actions.

Snap-on's exit and disposal accrual activity related to 2010 and 2009 actions is as follows:

<i>(Amounts in millions)</i>	Balance at 2008 Year End	Provision in 2009	Usage in 2009	Balance at 2009 Year End	Provision in 2010	Usage in 2010	Balance at 2010 Year End
Severance costs:							
Commercial & Industrial Group	\$ 4.1	\$ 8.1	\$ (7.4)	\$ 4.8	\$ 3.0	\$ (5.0)	\$ 2.8
Snap-on Tools Group	4.0	1.2	(3.5)	1.7	2.8	(1.0)	3.5
Repair Systems & Information Group	3.4	7.6	(5.2)	5.8	3.2	(5.7)	3.3
Corporate	0.1	0.2	(0.3)	-	0.2	-	0.2
Facility-related costs:							
Commercial & Industrial Group	-	0.7	-	0.7	-	(0.2)	0.5
Snap-on Tools Group	0.2	0.3	(0.1)	0.4	0.8	(1.0)	0.2
Repair Systems & Information Group	0.1	-	(0.1)	-	-	-	-
Corporate	0.1	-	(0.1)	-	-	-	-
Total	<u>\$ 12.0</u>	<u>\$ 18.1</u>	<u>\$ (16.7)</u>	<u>\$ 13.4</u>	<u>\$ 10.0</u>	<u>\$ (12.9)</u>	<u>\$ 10.5</u>

Snap-on has reduced headcount by approximately 190 employees in 2010 as part of its restructuring actions. While the majority of the exit and disposal accrual will be utilized in 2011, approximately \$0.4 million of facility-related costs will extend beyond 2011 due to a longer-term lease obligation.

Snap-on expects to fund the remaining cash requirements of its exit and disposal activities with available cash on hand, cash flows from operations and borrowings under the company's existing credit facilities. The estimated costs for the exit and disposal activities were based on management's best business judgment under prevailing circumstances.

Note 8: Income Taxes

The source of earnings before income taxes and equity earnings consisted of the following:

<i>(Amounts in millions)</i>	2010	2009	2008
United States	\$ 204.5	\$ 173.1	\$ 246.1
Foreign	72.9	32.2	111.7
Total	<u>\$ 277.4</u>	<u>\$ 205.3</u>	<u>\$ 357.8</u>

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

<i>(Amounts in millions)</i>	2010	2009	2008
Current:			
Federal	\$ 74.8	\$ 30.3	\$ 35.9
Foreign	22.8	20.4	28.6
State	8.0	7.2	7.0
Total current	<u>105.6</u>	<u>57.9</u>	<u>71.5</u>
Deferred:			
Federal	(13.8)	12.5	40.2
Foreign	(2.2)	(11.4)	0.9
State	(2.0)	3.7	5.2
Total deferred	<u>(18.0)</u>	<u>4.8</u>	<u>46.3</u>
Total income tax provision	<u>\$ 87.6</u>	<u>\$ 62.7</u>	<u>\$ 117.8</u>

Following is a reconciliation of the statutory federal income tax rate to Snap-on's effective tax rate:

	2010	2009	2008
Statutory federal income tax rate	35.0%	35.0%	35.0%
Increase (decrease) in tax rate resulting from:			
State income taxes, net of federal benefit	2.5	3.3	2.4
Noncontrolling interests	(0.7)	(1.8)	(0.7)
Repatriation of foreign earnings	(1.7)	(4.0)	-
Change in valuation allowance for deferred tax assets	0.5	1.3	(0.8)
Adjustments to tax accruals and reserves	(1.7)	(1.7)	0.3
Foreign rate differences	(2.0)	(0.4)	(2.6)
Other	(0.3)	(1.2)	(0.7)
Effective tax rate	<u>31.6%</u>	<u>30.5%</u>	<u>32.9%</u>

Temporary differences that give rise to the net deferred income tax asset as of 2010, 2009 and 2008 year end are as follows:

<i>(Amounts in millions)</i>	2010	2009	2008
Current deferred income tax assets (liabilities):			
Inventories	\$ 21.2	\$ 20.8	\$ 15.5
Accruals not currently deductible	67.5	45.8	48.7
Valuation allowance	(3.2)	-	-
Other	-	(0.8)	(1.0)
Total current (included in deferred income tax assets and other accrued liabilities)	<u>85.5</u>	<u>65.8</u>	<u>63.2</u>
Long-term deferred income tax assets (liabilities):			
Employee benefits	109.2	113.9	95.9
Net operating losses	46.9	44.9	40.9
Depreciation and amortization	(126.0)	(110.3)	(93.9)
SOC securitizations	(6.8)	(28.1)	(34.4)
Valuation allowance	(36.9)	(33.7)	(31.6)
Equity-based compensation	9.2	4.3	10.1
Other	1.5	(0.6)	(4.8)
Total long term	<u>(2.9)</u>	<u>(9.6)</u>	<u>(17.8)</u>
Net deferred income tax asset	<u>\$ 82.6</u>	<u>\$ 56.2</u>	<u>\$ 45.4</u>

As of 2010 year end, Snap-on had tax net operating loss carryforwards totaling \$203.1 million as follows:

<i>(Amounts in millions)</i>	State	United States	Foreign	Total
Year of expiration:				
2011 – 2015	\$ 19.7	\$ -	\$ 27.6	\$ 47.3
2016 – 2020	19.1	-	-	19.1
2021 – 2025	16.8	-	21.4	38.2
2026 – 2030	-	-	-	-
Indefinite	-	-	98.5	98.5
Total net operating loss carryforwards	<u>\$ 55.6</u>	<u>\$ -</u>	<u>\$ 147.5</u>	<u>\$ 203.1</u>

A valuation allowance totaling \$40.1 million, \$33.7 million and \$31.6 million as of 2010, 2009 and 2008 year end, respectively, has been established for deferred income tax assets primarily related to certain subsidiary loss carryforwards that may not be realized. Realization of the net deferred income tax assets is dependent on generating sufficient taxable income prior to their expiration. Although realization is not assured, management believes it is more likely than not that the net deferred income tax assets will be realized. The amount of the net deferred income tax assets considered realizable, however, could change in the near term if estimates of future taxable income during the carryforward period fluctuate.

The following is a reconciliation of the beginning and ending amounts of unrecognized tax benefits for 2010, 2009 and 2008:

<i>(Amounts in millions)</i>	2010	2009	2008
Unrecognized tax benefits at beginning of year	\$ 17.5	\$ 20.6	\$ 18.7
Gross increases – tax positions in prior periods	0.6	7.0	0.6
Gross decreases – tax positions in prior periods	(0.4)	–	(0.7)
Gross increases – tax positions in the current period	3.1	1.9	0.5
Settlements with taxing authorities	(9.5)	(1.1)	–
Increase related to acquired businesses	0.4	–	1.9
Lapsing of statutes of limitations	(0.6)	(10.9)	(0.4)
Unrecognized tax benefits at end of year	\$ 11.1	\$ 17.5	\$ 20.6

Of the \$11.1 million, \$17.5 million and \$20.6 million of unrecognized tax benefits as of 2010, 2009 and 2008 year end, respectively, approximately \$11.1 million, \$15.0 million and \$18.1 million, respectively, would impact the effective income tax rate if recognized.

Interest and penalties related to unrecognized tax benefits are recorded in income tax expense. During 2010 and 2009, the company reversed a net \$0.6 million and \$1.6 million, respectively, of interest and penalties to income associated with unrecognized tax benefits. During 2008, the company provided a net \$0.7 million of interest and penalties expense associated with unrecognized tax benefits. As of 2010, 2009 and 2008 year end, the company has provided for \$2.8 million, \$3.6 million and \$5.1 million, respectively, of accrued interest and penalties related to unrecognized tax benefits. The unrecognized tax benefits and related accrued interest and penalties are included in “Other long-term liabilities” on the accompanying Consolidated Balance Sheets.

Snap-on and its subsidiaries file income tax returns in the United States and in various state, local and foreign jurisdictions. It is reasonably possible that certain unrecognized tax benefits may either be settled with taxing authorities or the statutes of limitations for such items may lapse within the next 12 months, causing Snap-on’s gross unrecognized tax benefits to decrease by a range of zero to \$2.1 million. Over the next 12 months, Snap-on anticipates taking uncertain tax positions on various tax returns for which the related tax benefit does not meet the recognition threshold. Accordingly, Snap-on’s gross unrecognized tax benefits may increase by a range of zero to \$2.6 million over the next 12 months for uncertain tax positions expected to be taken in future tax filings.

With few exceptions, Snap-on is no longer subject to U.S. federal and state/local income tax examinations by tax authorities for years prior to 2006, and Snap-on is no longer subject to non-U.S. income tax examinations by tax authorities for years prior to 2004.

The undistributed earnings of all non-U.S. subsidiaries totaled \$386.5 million, \$339.5 million and \$416.0 million as of 2010, 2009 and 2008 year end, respectively. Snap-on has not provided any deferred taxes on these undistributed earnings as it considers the undistributed earnings to be permanently invested. Determination of the amount of unrecognized deferred income tax liability related to these earnings is not practicable.

Note 9: Short-term and Long-term Debt

Short-term and long-term debt as of 2010 and 2009 year end consisted of the following:

<i>(Amounts in millions)</i>	2010	2009
Floating rate unsecured note due January 2010	\$ —	\$ 150.0
6.25% unsecured notes due August 2011	200.0	200.0
5.85% unsecured notes due 2014	100.0	100.0
5.50% unsecured notes due 2017	150.0	150.0
4.25% unsecured notes due 2018	250.0	—
6.70% unsecured notes due 2019	200.0	200.0
6.125% unsecured notes due 2021	250.0	250.0
Other debt*	20.8	16.8
	<u>1,170.8</u>	<u>1,066.8</u>
Less: notes payable and current maturities of long-term debt	<u>(216.0)</u>	<u>(164.7)</u>
Total long-term debt	<u>\$ 954.8</u>	<u>\$ 902.1</u>

*Includes fair value adjustments related to interest rate swaps.

The annual maturities of Snap-on's long-term debt and notes payable due in the next five years are \$216.0 million in 2011, no maturities in 2012 or 2013, \$100.0 million in 2014, and no maturities in 2015. The \$150 million floating rate unsecured note was repaid upon its maturity on January 12, 2010, with available cash.

The weighted-average interest rate on the \$150 million unsecured floating rate note was 0.41% in 2010 and 1.05% in 2009; at 2009 year end, the interest rate was 0.41%.

Average commercial paper and notes payable outstanding were \$15.1 million in 2010 and \$15.2 million in 2009. The weighted-average interest rate on these instruments was 5.27% in 2010 and 6.94% in 2009. As of 2010 and 2009 year end, the weighted-average interest rate on outstanding notes payable was 5.54% and 5.34%, respectively. No commercial paper was outstanding as of 2010 or 2009 year end.

Snap-on has a five-year, \$500 million multi-currency revolving credit facility that terminates on August 10, 2012; as of 2010 year end, no amounts were outstanding under this revolving credit facility. The \$500 million revolving credit facility's financial covenant requires that Snap-on maintain, as of each fiscal quarter end, either (i) a ratio of total debt to the sum of total debt plus shareholders' equity of not greater than 0.60 to 1.00; or (ii) a ratio of total debt to the sum of net income plus interest expense, income taxes, depreciation, amortization and other non-cash or extraordinary charges for the preceding four fiscal quarters then ended of not greater than 3.50 to 1.00. As of 2010 year end, the company's actual ratios of 0.46 and 2.80, respectively, were both within the permitted ranges set forth in this financial covenant.

Snap-on also had \$20 million of unused available debt capacity under its committed bank lines of credit as of 2010 year end, including a \$10 million line of credit that expires on July 26, 2011, and a \$10 million line of credit that expires on August 28, 2011.

On December 14, 2010, Snap-on sold \$250 million of fixed rate unsecured long-term notes at a discount. Interest on the notes, which mature in their entirety on January 15, 2018, accrues at a rate of 4.25% per year and is payable semi-annually beginning July 15, 2011. Snap-on anticipates using the \$247.7 million of proceeds from the sale of these notes, net of \$1.6 million of transaction costs, for general corporate purposes, which may include working capital, capital expenditures, repayment of all or a portion of the company's \$200 million 6.25% unsecured notes maturing in August 2011, the financing of finance and contract receivables related to SOC, and possible acquisitions.

Snap-on entered into a loan and servicing agreement on October 1, 2010, that provides for aggregate revolving credit commitments in the principal amount of up to \$100 million (subject to borrowing base requirements). The loan and servicing agreement, which supplements the company's previously existing available credit facilities, allows Snap-on to

secure borrowings of up to \$100 million through the pledging of finance receivables under a third-party sponsored asset-backed commercial paper conduit facility. As of 2010 year end, no amounts were outstanding under this agreement. The agreement is currently scheduled to expire on September 30, 2011; however, the agreement may be renewed once each year for an additional 364-day term upon request by Snap-on and subsequent concurrence by the lenders.

In addition to the financial covenant required by the \$500 million multi-currency revolving credit facility discussed above, Snap-on's debt agreements and credit facilities, including the October 1, 2010 loan and servicing agreement, also contain certain usual and customary borrowing, affirmative, negative and maintenance covenants. As of 2010 year end, Snap-on was in compliance with all covenants of its debt agreements and credit facilities.

Note 10: Financial Instruments

Derivatives: All derivative instruments are reported in the Consolidated Financial Statements at fair value. Changes in the fair value of derivatives are recorded each period in earnings or on the accompanying Consolidated Balance Sheets, depending on whether the derivative is designated and effective as part of a hedged transaction. Gains or losses on derivative instruments recorded in Accumulated OCI must be reclassified to earnings in the period in which earnings are affected by the underlying hedged item and the ineffective portion of all hedges must be recognized in earnings in the period that such portion is determined to be ineffective.

The criteria used to determine if hedge accounting treatment is appropriate are (i) the designation of the hedge to an underlying exposure; (ii) whether or not overall risk is being reduced; and (iii) if there is a correlation between the value of the derivative instrument and the underlying hedged item. On the date a derivative contract is entered into, Snap-on designates the derivative as a fair value hedge, a cash flow hedge, a hedge of a net investment in a foreign operation, or a natural hedging instrument whose change in fair value is recognized as an economic hedge against changes in the values of the hedged item. Snap-on does not use derivative instruments for speculative or trading purposes.

The company is exposed to global market risks, including the effect of changes in foreign currency exchange rates and interest rates, and therefore uses derivatives to manage financial exposures that occur in the normal course of business. The primary risks managed by using derivative instruments are foreign currency risk and interest rate risk.

Foreign Currency Risk Management: Snap-on has significant international operations and is subject to certain risks inherent with foreign operations that include currency fluctuations and restrictions on the movement of funds. Foreign currency exchange risk exists to the extent that Snap-on has payment obligations or receipts denominated in currencies other than the functional currency, including intercompany loans denominated in foreign currencies. To manage these exposures, Snap-on identifies naturally offsetting positions and then purchases hedging instruments to protect the residual net exposures. Snap-on manages most of these exposures on a consolidated basis, which allows for netting of certain exposures to take advantage of natural offsets. Foreign currency forward contracts are used to hedge the net exposures. Gains or losses on net foreign currency hedges are intended to offset losses or gains on the underlying net exposures in an effort to reduce the earnings volatility resulting from fluctuating foreign currency exchange rates. Snap-on's foreign currency forward contracts are typically not designated as hedges. The fair value changes of these contracts are reported in earnings as foreign exchange gain or loss, which is included in "Other income (expense) – net" on the accompanying Consolidated Statements of Earnings.

As of 2010 year end, Snap-on had \$209.6 million of net foreign currency forward buy contracts outstanding comprised of buy contracts including \$105.2 million in euros, \$80.6 million in Swedish kronor, \$34.0 million in Australian dollars, \$20.1 million in Singapore dollars, \$19.3 million in British pounds, \$5.3 million in Norwegian kroner, \$4.0 million in South Korean won, \$3.6 million in Mexican pesos, and \$2.8 million in other currencies, and sell contracts including \$40.4 million in Canadian dollars, \$17.2 million in Japanese yen, \$4.1 million in Turkish lira, and \$3.6 million in other currencies. As of 2009 year end, Snap-on had \$197.8 million of net foreign currency forward buy contracts outstanding comprised of buy contracts including \$104.4 million in euros, \$69.1 million in Swedish kronor, \$30.4 million in Australian dollars, \$25.1 million in British pounds, \$12.3 million in Singapore dollars, \$5.0 million in Norwegian kroner, \$2.5 million in Mexican pesos, and \$3.2 million in other currencies, and sell contracts including \$39.5 million in Canadian dollars, \$7.7 million in Japanese yen, \$3.3 million in Turkish lira, and \$3.7 million in other currencies.

Interest Rate Risk Management: Snap-on aims to control funding costs by managing the exposure created by the differing maturities and interest rate structures of Snap-on's assets and liabilities through the use of interest rate swap agreements. Treasury lock agreements are used to manage potential changes in interest rates in anticipation of the issuance or sale of certain financial instruments.

Interest Rate Swap Agreements: Snap-on enters into interest rate swap agreements ("interest rate swaps") to manage interest costs and risks associated with changing interest rates associated with the company's fixed rate borrowings. Interest rate swaps are accounted for as either cash flow hedges or fair value hedges. The differentials paid or received on interest rate swaps are recognized as adjustments to "interest expense" on the accompanying Consolidated Statements of Earnings. For fair value hedges, the effective portion of the change in fair value of the derivative is recorded in "Current Maturities of Long-term debt" or "Long-term debt" on the accompanying Consolidated Balance Sheets, while any ineffective portion is recorded as an adjustment to "Interest expense" on the accompanying Consolidated Statements of Earnings. The notional amount of interest rate swaps outstanding and designated as fair value hedges was \$150 million as of 2010 year end and \$50 million as of 2009 year end. No interest rate swaps classified as cash flow hedges were outstanding in 2010 or 2009.

Treasury Lock Agreements: Snap-on enters into treasury lock agreements ("treasury locks") to manage the potential change in interest rates in anticipation of issuing fixed rate debt. Treasury locks are accounted for as cash flow hedges. The effective differentials paid or received on treasury locks related to the anticipated issuance of fixed rate debt are recognized as adjustments to "Interest expense" on the accompanying Consolidated Statements of Earnings. Prior to the July 16, 2009 termination of the financial services joint venture agreement with CIT, Snap-on also entered into treasury locks to manage the risk associated with changing benchmark interest rates on its finance receivables that were sold to CIT. The effective differentials paid or received on treasury locks related to finance receivables were recognized as adjustments to "Financial services revenue" on the accompanying Consolidated Statements of Earnings.

During 2010, Snap-on settled treasury locks of \$125 million associated with the forecasted principal debt issuance related to the company's offering of \$250 million of fixed rate, long-term notes on December 14, 2010. During 2009, Snap-on settled treasury locks of (i) \$109 million related to the settlement of extended credit installment receivables sold to CIT; and (ii) \$225 million associated with the forecasted principal debt issuance related to the company's offerings of \$300 million of fixed rate, long-term notes on February 24, 2009, and \$250 million of fixed rate, long-term notes on August 14, 2009. There were no treasury locks outstanding as of 2010 or 2009 year end.

Fair Value Measurements: Snap-on has derivative assets and liabilities that are measured at Level 2 fair value on a recurring basis. The fair value of derivative instruments, including interest rate swaps and foreign currency forward contracts ("foreign currency forwards"), included within the Consolidated Balance Sheets as of 2010 and 2009 year end are as follows:

(Amounts in millions)	Balance Sheet Presentation	2010		2009	
		Asset Derivatives Fair Value	Liability Derivatives Fair Value	Asset Derivatives Fair Value	Liability Derivatives Fair Value
Derivatives Designated as Hedging Instruments:					
Interest rate swaps	Prepaid expenses and other assets	\$ 1.8	\$ -	\$ -	\$ -
Interest rate swaps	Other assets	5.9	-	2.5	-
Total		7.7	-	2.5	-
Derivatives Not Designated as Hedging Instruments:					
Foreign currency forwards	Prepaid expenses and other assets	4.2	-	3.1	-
Foreign currency forwards	Other accrued liabilities	-	10.3	-	8.5
Total		4.2	10.3	3.1	8.5
Total derivative instruments		\$ 11.9	\$ 10.3	\$ 5.6	\$ 8.5

Fair value is defined as the price that would be received on the sale of an asset or paid to transfer a liability in an orderly transaction between participants at the measurement date. Level 2 fair value measurements for derivative assets and liabilities are measured using quoted prices in active markets for similar assets and liabilities. Interest rate swaps are valued based on the six-month LIBOR swap rate for similar instruments. Foreign currency forwards are valued based on exchange rates quoted by domestic and foreign banks for similar instruments. The company did not have any derivative

assets or liabilities measured at Level 1 or Level 3, or implement any changes in its valuation techniques as of and for the 2010 and 2009 years ended.

The effect of derivative instruments designated as fair value hedges as included in the Consolidated Statements of Earnings is as follows:

<i>(Amounts in millions)</i>	Statement of Earnings Presentation	Effective Portion of Gain / (Loss) Recognized in Income	
		2010	2009
Derivatives Designated as Fair Value Hedges:			
Interest rate swaps	Interest Expense	\$ 4.9	\$ 1.8

The effects of derivative instruments designated as cash flow hedges, including treasury locks and firm commitment agreements ("firm commitments"), as included in Accumulated OCI on the Consolidated Balance Sheets and the Consolidated Statements of Earnings are as follows:

<i>(Amounts in millions)</i>	Effective Portion of Gain / (Loss) Recognized in Accumulated OCI		Statement of Earnings Presentation	Effective Portion of Gain / (Loss) Reclassified from Accumulated OCI into Income	
	2010	2009		2010	2009
Derivatives Designated as Cash Flow Hedges:					
Treasury locks	\$ 2.1	\$ 0.6	Interest expense	\$ -	\$ -
Treasury locks	-	(0.3)	Financial services revenue	-	(3.1)
Firm commitments	0.1	-	Net sales	0.1	(0.2)

The following table represents the effect of derivative instruments not designated as hedging instruments as included in the Consolidated Statements of Earnings:

<i>(Amounts in millions)</i>	Statement of Earnings Presentation	Gain / (Loss) Recognized in Income	
		2010	2009
Derivatives Not Designated as Hedging Instruments:			
Foreign currency forwards	Other income (expense) – net	\$ 4.6	\$ 9.3

Snap-on's foreign currency forwards, as discussed above, are typically not designated as hedges for financial reporting purposes. The fair value changes of derivatives not designated as hedging instruments are reported in earnings as foreign exchange gain or loss in "Other income (expense) – net" on the accompanying Consolidated Statements of Earnings. The \$4.6 million derivative gain recognized in 2010 was more than offset by transaction losses on net exposures of \$5.3 million, resulting in a net foreign exchange loss of \$0.7 million. The \$9.3 million derivative gain recognized in 2009 was offset by transaction losses on net exposures of \$8.7 million, resulting in a net foreign exchange gain of \$0.6 million. The resulting net foreign exchange gains and losses are included in "Other income (expense) – net" on the accompanying Consolidated Statements of Earnings. See Note 16 for additional information on "Other income (expense) – net."

See the accompanying Consolidated Statements of Comprehensive Income for additional information on changes in comprehensive income.

As of 2010 year end, the maximum maturity date of any fair value hedge was 11 years. During the next 12 months, Snap-on expects to reclassify into earnings net gains from Accumulated OCI of approximately \$363,000 after tax at the time the underlying hedge transactions are realized.

Counterparty Risk: Snap-on is exposed to credit losses in the event of non-performance by the counterparties to its interest rate swap agreements and foreign currency forward contracts. Snap-on does not obtain collateral or other security to support financial instruments subject to credit risk, but monitors the credit standing of the counterparties and enters into agreements only with financial institution counterparties with a credit rating of A- or better. Snap-on does not anticipate non-performance by its counterparties, but cannot provide assurances.

Fair Value of Financial Instruments: The fair values of financial instruments that do not approximate the carrying values in the financial statements as of 2010 and 2009 year end are as follows:

(Amounts in millions)	2010		2009	
	Carrying Value	Fair Value	Carrying Value	Fair Value
Finance receivables – net	\$ 561.0	\$ 651.3	\$ 300.2	\$ 358.8
Contract receivables – net	164.9	179.3	103.6	113.0
Long-term debt, notes payable and current maturities of long-term debt	1,170.8	1,247.7	1,066.8	1,118.0

The following methods and assumptions were used in estimating the fair value of financial instruments:

- Finance and contract receivables include both short-term and long-term receivables. Fair value of finance and contract receivables was estimated based on a discounted cash flow analysis that was performed over the average life of the financing receivables using a current market discount rate of a similar term adjusted for credit quality.
- Fair value of long-term debt and current maturities of long-term debt was estimated based on quoted market values of Snap-on's publicly traded senior debt. The carrying value of long-term debt and current maturities of long-term debt includes adjustments related to fair value hedges. The fair value of notes payable approximates such instruments' carrying value due to their short-term nature.
- The fair value of all other financial instruments including cash equivalents, trade and other accounts receivable, accounts payable and other financial instruments approximates such instruments' carrying value due to their short-term nature.

Note 11: Pension Plans

Snap-on has several non-contributory defined benefit pension plans covering most U.S. employees and certain employees in foreign countries. Snap-on also has foreign contributory defined benefit pension plans covering certain foreign employees. Retirement benefits are generally provided based on employees' years of service and average earnings or stated amounts for years of service. Normal retirement age is 65, with provisions for earlier retirement.

The status of Snap-on's pension plans as of 2010 and 2009 year end are as follows:

(Amounts in millions)	2010	2009
Change in projected benefit obligation:		
Benefit obligation at beginning of year	\$ 968.7	\$ 871.5
Service cost	16.5	16.5
Interest cost	54.2	53.8
Plan participants' contributions	1.4	1.3
Plan curtailments	(0.3)	0.1
Benefits paid	(50.9)	(50.5)
Plan amendments	–	0.3
Actuarial loss	50.9	63.3
Net transfer in	–	0.1
Foreign currency impact	(3.1)	12.3
Benefit obligation at end of year	<u>\$1,037.4</u>	<u>\$ 968.7</u>

<i>(Amounts in millions)</i>	<u>2010</u>	<u>2009</u>
Change in plan assets:		
Fair value of plan assets at beginning of year	\$ 716.2	\$ 666.9
Actual return on plan assets	67.8	79.2
Plan participants' contributions	1.4	1.3
Employer contributions	59.9	9.8
Benefits paid	(50.9)	(50.5)
Foreign currency impact	(1.4)	9.5
Fair value of plan assets at end of year	<u>\$ 793.0</u>	<u>\$ 716.2</u>
Unfunded status at end of year	<u>\$ (244.4)</u>	<u>\$ (252.5)</u>

Amounts recognized in the Consolidated Balance Sheets as of 2010 and 2009 year end are as follows:

<i>(Amounts in millions)</i>	<u>2010</u>	<u>2009</u>
Other assets	\$ 0.4	\$ 0.6
Accrued benefits	(4.1)	(4.2)
Pension liabilities	<u>(240.7)</u>	<u>(248.9)</u>
Net liability	<u>\$ (244.4)</u>	<u>\$ (252.5)</u>

Amounts included in Accumulated OCI on the accompanying Consolidated Balance Sheets are as follows:

<i>(Amounts in millions)</i>	<u>2010</u>	<u>2009</u>
Net loss, net of tax of \$122.8 million and \$115.4 million, respectively	\$ (206.9)	\$ (193.4)
Prior service cost, net of tax of \$2.0 million and \$2.6 million, respectively	<u>(3.2)</u>	<u>(4.6)</u>
	<u>\$ (210.1)</u>	<u>\$ (198.0)</u>

The accumulated benefit obligation for Snap-on's pension plans as of 2010 and 2009 year end was \$996.0 million and \$920.5 million, respectively.

The projected benefit obligation, accumulated benefit obligation and fair value of plan assets for Snap-on's pension plans in which the accumulated benefit obligation exceeds the fair value of plan assets as of 2010 and 2009 year end are as follows:

<i>(Amounts in millions)</i>	<u>2010</u>	<u>2009</u>
Projected benefit obligation	\$ 995.9	\$ 933.5
Accumulated benefit obligation	959.0	890.3
Fair value of plan assets	752.2	681.0

The components of net periodic benefit cost and other amounts recognized in "Other comprehensive income (loss)" ("OCI") are as follows:

<i>(Amounts in millions)</i>	2010	2009	2008
Net periodic benefit cost:			
Service cost	\$ 16.5	\$ 16.5	\$ 19.4
Interest cost	54.2	53.8	53.0
Expected return on plan assets	(57.9)	(60.4)	(68.4)
Amortization of prior service cost	1.2	1.3	1.3
Amortization of unrecognized loss	19.4	6.7	1.1
Amortization of net transition asset	-	-	(0.1)
Curtailment loss recognized	0.9	0.1	-
Settlement loss recognized	-	-	0.8
Net periodic benefit cost	<u>34.3</u>	<u>18.0</u>	<u>7.1</u>
Other changes in benefit obligations recognized in OCI:			
Prior service cost	(1.4)	(0.4)	0.6
Net loss	13.5	26.3	113.0
Transition asset	-	-	0.1
Total recognized in OCI	<u>12.1</u>	<u>25.9</u>	<u>113.7</u>
Total recognized in net periodic benefit cost and OCI	<u>\$ 46.4</u>	<u>\$ 43.9</u>	<u>\$ 120.8</u>

Amounts in Accumulated OCI that are expected to be amortized as net expense during 2011 are as follows:

<i>(Amounts in millions)</i>	Amount
Amortization of prior service cost	\$ 1.1
Amortization of unrecognized loss	30.3
Total to be recognized in net periodic benefit cost	<u>\$ 31.4</u>

The worldwide weighted-average assumptions used to determine Snap-on's full-year pension costs are as follows:

	2010	2009	2008
Discount rate	5.9%	6.2%	6.3%
Expected long-term rate of return on plan assets	7.8%	7.8%	8.3%
Rate of compensation increase	3.6%	3.6%	3.7%

The worldwide weighted-average assumptions used to determine Snap-on's projected benefit obligation as of 2010 and 2009 year end are as follows:

	2010	2009
Discount rate	5.3%	5.9%
Rate of compensation increase	3.6%	3.6%

The objective of Snap-on's discount rate assumption is to reflect the rate at which the pension benefits could be effectively settled. In making this determination, the company takes into account the timing and amount of benefits that would be available under the plans. The methodology for selecting the discount rate as of 2010 and 2009 year end was to match the plan's cash flows to that of a theoretical bond portfolio yield curve that provides the equivalent yields on zero-coupon bonds with an AA rating or better for each maturity. The weighted-average discount rate for Snap-on's domestic

pension plans of 5.3% represents the single rate that produces the same present value of cash flows as the estimated benefit plan payments. Lowering Snap-on's domestic discount rate assumption by 50 basis points (100 basis points equals 1.0 percent) would have increased Snap-on's 2010 domestic pension expense and projected benefit obligations by approximately \$4.8 million and \$49.2 million, respectively. As of 2010 year end, Snap-on's domestic projected benefit obligations comprised approximately 82% of Snap-on's worldwide projected benefit obligations. The weighted-average discount rate for Snap-on's foreign pension plans of 5.3% represents the single rate that produces the same present value of cash flows as the estimated benefit plan payments. Lowering Snap-on's foreign discount rate assumption by 50 basis points would have increased Snap-on's 2010 foreign pension expense and projected benefit obligation by approximately \$1.6 million and \$16.8 million, respectively.

Actuarial gains and losses in excess of 10 percent of the greater of the projected benefit obligation or market-related value of assets are amortized on a straight-line basis over the average remaining service period of active participants. Prior service costs resulting from plan amendments are amortized in equal annual amounts over the average remaining service period of affected active participants or over the remaining life expectancy of affected retired participants.

Snap-on uses the last day of its fiscal year end as the measurement date for its plans. Snap-on funds its pension plans as required by governmental regulation and may consider discretionary contributions as conditions warrant. Snap-on expects to make contributions of \$10.2 million to its foreign pension plans and \$1.4 million to its domestic pension plans in 2011. Depending on market and other conditions, Snap-on may elect to make discretionary cash contributions to its domestic pension plans in 2011.

The following benefit payments, which reflect expected future service, are expected to be paid as follows:

<i>(Amounts in millions)</i>	<u>Amount</u>
Year:	
2011	\$ 57.3
2012	58.2
2013	71.0
2014	62.3
2015	65.3
2016 – 2020	360.8

Snap-on's domestic pension plans have a long-term investment horizon and a total return strategy that emphasizes a capital growth objective. The long-term investment performance objective for Snap-on's domestic plans' assets is to achieve net of expense returns that meet or exceed the 8.0% domestic long-term, rate-of-return-on-assets assumption used for reporting purposes. Snap-on uses a three-year, market-related value asset method of amortizing the difference between actual and expected returns on its domestic plan assets.

The basis for determining the overall expected long-term, rate-of-return-on-assets assumption is a nominal returns forecasting method. For each asset class, future returns are estimated by identifying the premium of riskier asset classes over lower risk alternatives. The methodology constructs expected returns using a "building block" approach to the individual components of total return. These forecasts are stated in both nominal and real (after inflation) terms. This process first considers the long-term historical return premium based on the longest set of data available for each asset class. These premiums are then adjusted based on current relative valuation levels and macro-economic conditions.

For risk and correlation assumptions, the actual experience for each asset class is reviewed for the longest time period available. Expected relationships for a 10 to 20 year time horizon are determined based upon historical results, with adjustments made for material changes.

Investments are diversified to attempt to minimize the risk of large losses. Since asset allocation is a key determinant of expected investment returns, assets are periodically rebalanced to the targeted allocation to correct significant deviations from the asset allocation policy that are caused by market fluctuations and cash flow. Asset/liability studies are conducted periodically to determine if any revisions to the strategic asset allocation policy are necessary.

Snap-on's domestic pension plans' target allocation and actual weighted-average asset allocation by asset category and fair value of plan assets as of 2010 and 2009 year end are as follows:

Asset category:	Target	2010	2009
Equity securities	51%	49%	49%
Debt securities and cash	31%	34%	33%
Real estate and other real assets	8%	6%	6%
Other	10%	11%	12%
Total	100%	100%	100%
Fair value of plan assets <i>(Amounts in millions)</i>		\$ 674.8	\$ 610.2

The following is a summary, by asset category, of the fair value inputs of Snap-on's domestic pension plans' assets as of 2010 year end:

(Amounts in millions)

Asset category:	Level 1	Level 2	Level 3	Total
Cash and cash equivalents	\$ 13.0	\$ –	\$ –	\$ 13.0
Equity securities				
Domestic	61.6	–	–	61.6
Foreign	1.8	–	–	1.8
Corporate debt securities				
Domestic	109.7	–	–	109.7
Foreign	14.9	–	–	14.9
Government debt securities				
Domestic	60.2	–	–	60.2
Foreign	0.5	–	–	0.5
Common collective trusts				
Domestic	–	21.6	–	21.6
Foreign	–	133.1	–	133.1
Registered investment companies				
Domestic	88.0	–	–	88.0
Foreign	18.6	–	–	18.6
Hedge funds				
Domestic	–	–	42.0	42.0
Foreign	–	–	31.5	31.5
Private equity partnerships – domestic	–	–	41.4	41.4
Real estate and other real assets – domestic	7.2	–	29.7	36.9
Total	\$ 375.5	\$ 154.7	\$ 144.6	\$ 674.8

The following is a summary of the fiscal 2010 changes in fair value of the domestic plans' assets with Level 3 inputs:

<i>(Amounts in millions)</i>	Hedge Fund Interests	Private Equity Partnership Interests	Real Estate Interests	Total
Balance as of 2009 year end	\$ 69.4	\$ 32.9	\$ 30.4	\$ 132.7
Total realized gains (losses)	(0.4)	1.8	-	1.4
Total unrealized gains (losses)	4.8	0.9	(2.6)	3.1
Purchases, sales and settlements	(0.3)	5.8	1.9	7.4
Balance as of 2010 year end	<u>\$ 73.5</u>	<u>\$ 41.4</u>	<u>\$ 29.7</u>	<u>\$ 144.6</u>

The following is a summary, by asset category, of the fair value inputs of Snap-on's domestic pension plans' assets as of 2009 year end:

<i>(Amounts in millions)</i>	Level 1	Level 2	Level 3	Total
Asset category:				
Cash and cash equivalents	\$ 6.1	\$ -	\$ -	\$ 6.1
Equity securities				
Domestic	56.8	-	-	56.8
Foreign	1.6	-	-	1.6
Corporate debt securities				
Domestic	99.1	-	-	99.1
Foreign	17.3	-	-	17.3
Government debt securities				
Domestic	39.6	-	-	39.6
Foreign	8.6	-	-	8.6
Common collective trusts				
Domestic	-	20.4	-	20.4
Foreign	-	126.9	-	126.9
Registered investment companies				
Domestic	76.2	-	-	76.2
Foreign	17.3	-	-	17.3
Hedge funds				
Domestic	-	-	44.8	44.8
Foreign	-	-	24.6	24.6
Private equity partnerships – domestic	-	-	32.9	32.9
Real estate and other real assets – domestic	7.6	-	30.4	38.0
Total	<u>\$ 330.2</u>	<u>\$ 147.3</u>	<u>\$ 132.7</u>	<u>\$ 610.2</u>

The following is a summary of the fiscal 2009 changes in fair value of the domestic plans' assets with Level 3 inputs:

<i>(Amounts in millions)</i>	Hedge Fund Interests	Private Equity Partnershi p Interests	Real Estate Interests	Total
Balance as of 2008 year end	\$ 73.7	\$ 30.6	\$ 60.4	\$ 164.7
Total realized gains	0.5	0.6	1.3	2.4
Total unrealized gains (losses)	8.0	(4.6)	(30.8)	(27.4)
Purchases, sales and settlements	(12.8)	6.3	(0.5)	(7.0)
Balance as of 2009 year end	<u>\$ 69.4</u>	<u>\$ 32.9</u>	<u>\$ 30.4</u>	<u>\$ 132.7</u>

Snap-on's primary investment objective for its foreign pension plans' assets is to meet the projected obligations to the beneficiaries over a long period of time, and to do so in a manner that is consistent with the company's risk tolerance. The foreign asset allocation policies consider the company's financial strength and long-term asset class risk/return expectations, since the obligations are long term in nature. The company believes the foreign pension plans' assets, which are managed locally by professional investment firms, are well diversified.

The expected long-term rate of return on foreign plan assets reflects management's expectations of long-term average rates of return on funds invested to provide benefits included in the projected benefit obligations. The expected return is based on the outlook for inflation, fixed income returns and equity returns, while also considering historical returns, asset allocation and investment strategy. Differences between actual and expected returns on foreign pension plan assets are recorded as an actuarial gain or loss and are amortized over the average remaining service period of active plan participants.

Snap-on's foreign pension plans' target allocation and actual weighted-average asset allocation by asset category and fair value of plan assets as of 2010 and 2009 year end are as follows:

Asset category:	Target	2010	2009
Equity securities	37%	37%	48%
Debt securities and cash	43%	44%	47%
Other	20%	19%	5%
Total	<u>100%</u>	<u>100%</u>	<u>100%</u>
Fair value of plan assets <i>(Amounts in millions)</i>		<u>\$ 118.2</u>	<u>\$ 106.0</u>

The following is a summary, by asset category, of the fair value inputs of Snap-on's foreign pension plans' assets as of 2010 year end:

<i>(Amounts in millions)</i>	Level 1	Level 2	Level 3	Total
Asset category:				
Cash and cash equivalents	\$ 2.5	\$ -	\$ -	\$ 2.5
Equity securities	12.5	14.5	-	27.0
Corporate debt securities	-	16.3	-	16.3
Balanced funds	-	41.3	-	41.3
Insurance contracts	-	14.9	-	14.9
Hedge funds	-	-	16.2	16.2
Total	<u>\$ 15.0</u>	<u>\$ 87.0</u>	<u>\$ 16.2</u>	<u>\$ 118.2</u>

The following is a summary of the fiscal 2010 changes in fair value of the foreign plans' assets with Level 3 inputs:

<i>(Amounts in millions)</i>	Hedge Fund Interests
Balance as of 2009 year end	\$ —
Purchases, sales and settlements	16.1
Unrealized gains	0.1
Balance as of 2010 year end	<u>\$ 16.2</u>

The following is a summary, by asset category, of the fair value inputs of Snap-on's foreign pension plans' assets as of 2009 year end:

<i>(Amounts in millions)</i>	Level 2
Asset category:	
Balanced portfolios	\$ 56.7
Insurance contracts	49.3
Total	<u>\$ 106.0</u>

Snap-on has several 401(k) plans covering certain U.S. employees. Snap-on's employer match to the 401(k) plans is made with cash contributions. For 2010, 2009 and 2008, Snap-on recognized \$4.3 million, \$4.5 million and \$4.7 million, respectively, of expense related to its 401(k) plans.

Note 12: Postretirement Plans

Snap-on provides certain health care benefits for certain retired U.S. employees. The majority of Snap-on's U.S. employees become eligible for those benefits if they reach early retirement age while working for Snap-on; however, the age and service requirements for eligibility under the plans have been increased for certain employees hired on and after specified dates since 1992. Generally, most plans pay stated percentages of covered expenses after a deductible is met. There are several plan designs, with more recent retirees being covered under a comprehensive major medical plan. In determining benefits, the plans take into consideration payments by Medicare and other insurance coverage.

For employees retiring under the comprehensive major medical plans, retiree contributions are required, and these plans contain provisions allowing for benefit and coverage changes. The plans require retirees to contribute either the full cost of the coverage or amounts estimated to exceed a capped per-retiree annual cost commitment by Snap-on. Most employees hired since 1994 are required to pay the full cost.

Snap-on contributed \$14.5 million to a Voluntary Employees Beneficiary Association ("VEBA") trust in 2007 for the funding of existing postretirement health care benefits for certain non-salaried retirees in the United States; all other retiree health care plans are unfunded.

The status of Snap-on's U.S. postretirement health care plans is as follows:

<i>(Amounts in millions)</i>	2010	2009
Change in benefit obligation:		
Benefit obligation at beginning of year	\$ 81.2	\$ 73.8
Service cost	0.2	0.2
Interest cost	3.9	4.8
Plan participants' contributions	1.4	1.5
Benefits paid	(8.3)	(10.3)
Actuarial loss	2.9	11.2
Benefit obligation at end of year	<u>\$ 81.3</u>	<u>\$ 81.2</u>

<i>(Amounts in millions)</i>	2010	2009
Change in plan assets:		
Fair value of plan assets at beginning of year	\$ 12.5	\$ 10.4
Plan participants' contributions	1.4	1.5
Employer contributions	6.9	8.6
Actual return on VEBA plan assets	1.4	2.3
Benefits paid	<u>(8.3)</u>	<u>(10.3)</u>
Fair value of plan assets at end of year	<u>\$ 13.9</u>	<u>\$ 12.5</u>
Unfunded status at end of year	<u>\$ (67.4)</u>	<u>\$ (68.7)</u>

Amounts recognized in the Consolidated Balance Sheets as of 2010 and 2009 year end consist of:

<i>(Amounts in millions)</i>	2010	2009
Accrued benefits	\$ (7.8)	\$ (8.0)
Retiree health care benefits	<u>(59.6)</u>	<u>(60.7)</u>
Net liability	<u>\$ (67.4)</u>	<u>\$ (68.7)</u>

The amounts included in Accumulated OCI on the accompanying Consolidated Balance Sheets as of 2010 and 2009 year end are as follows:

<i>(Amounts in millions)</i>	2010	2009
Net loss, net of tax of \$2.1 million and \$1.2 million, respectively	\$ (3.4)	\$ (1.9)
Prior service credit, net of tax of zero and \$0.1 million, respectively	<u>—</u>	<u>0.2</u>
	<u>\$ (3.4)</u>	<u>\$ (1.7)</u>

The components of net periodic benefit cost and other amounts recognized in OCI are as follows:

<i>(Amounts in millions)</i>	2010	2009	2008
Net periodic benefit cost:			
Service cost	\$ 0.2	\$ 0.2	\$ 0.3
Interest cost	3.9	4.8	4.4
Expected return on plan assets	(0.9)	(0.7)	(1.1)
Amortization of prior service credit	(0.4)	(0.4)	(0.4)
Amortization of unrecognized gain	<u>—</u>	<u>—</u>	<u>(0.4)</u>
Net periodic benefit cost	2.8	3.9	2.8
Other changes in benefit obligations recognized in OCI:			
Prior service cost	0.2	0.3	0.2
Net loss	<u>1.5</u>	<u>5.8</u>	<u>4.0</u>
Total recognized in OCI	<u>1.7</u>	<u>6.1</u>	<u>4.2</u>
Total recognized in net periodic benefit cost and OCI	<u>\$ 4.5</u>	<u>\$ 10.0</u>	<u>\$ 7.0</u>

Snap-on does not expect to recognize any prior service costs or prior net losses included in Accumulated OCI on the accompanying 2010 Consolidated Balance Sheet in net periodic benefit cost in 2011.

The weighted-average discount rates used to determine Snap-on's postretirement health care expense are as follows:

	<u>2010</u>	<u>2009</u>	<u>2008</u>
Discount rate	5.00%	6.30%	6.00%

The weighted-average discount rates used to determine Snap-on's accumulated benefit obligation are as follows:

	<u>2010</u>	<u>2009</u>
Discount rate	4.3%	5.0%

The methodology for selecting the discount rate as of 2010 and 2009 year end was to match the plan's cash flows to that of a theoretical bond portfolio yield curve that provides the equivalent yields on zero-coupon bonds with an AA rating or better for each maturity.

The actuarial calculation assumes a health care cost trend rate of 7.9% in 2011, decreasing gradually to 4.5% in 2028 and thereafter. As of 2010 year end, a one-percentage-point increase in the health care cost trend rate for future years would increase the accumulated postretirement benefit obligation by approximately \$2.3 million and the aggregate of the service cost and interest cost components by \$0.1 million. Conversely, a one-percentage-point decrease in the health care cost trend rate for future years would decrease the accumulated postretirement benefit obligation by \$2.0 million and the aggregate of the service cost and interest rate components by \$0.1 million.

The following benefit payments, which reflect expected future service, are expected to be paid as follows:

<i>(Amounts in millions)</i>	<u>Amount</u>
Year:	
2011	\$ 10.4
2012	10.5
2013	10.4
2014	9.7
2015	8.5
2016 – 2020	28.7

The objective of the VEBA trust is to achieve net of expense returns that meet or exceed the 8.0% long-term, rate-of-return-on-assets assumption used for reporting purposes. Investments are diversified to attempt to minimize the risk of large losses. Since asset allocation is a key determinant of expected investment returns, assets are periodically rebalanced to the targeted allocation to correct significant deviations from the asset allocation policy that are caused by market fluctuations and cash flow.

The basis for determining the overall expected long-term, rate-of-return-on-assets assumption is a nominal returns forecasting method. For each asset class, future returns are estimated by identifying the premium of riskier asset classes over lower risk alternatives. The methodology constructs expected returns using a "building block" approach to the individual components of total return. These forecasts are stated in both nominal and real (after inflation) terms. This process first considers the long-term historical return premium based on the longest set of data available for each asset class. These premiums are then adjusted based on current relative valuation levels and macro-economic conditions.

Snap-on's VEBA plan target allocation and actual weighted-average asset allocation as of 2010 and 2009 year end, by asset category and fair value of plan assets, are as follows:

Asset category:	Target	2010	2009
Equity securities	56%	58%	55%
Debt securities and cash	10%	15%	15%
Real estate and other real assets	14%	7%	9%
Other	20%	20%	21%
Total	100%	100%	100%

Fair value of plan assets (Amounts in millions)	\$ 13.9	\$ 12.5
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The following is a summary, by asset category, of the fair value inputs of the VEBA assets as of 2010 year end:

(Amounts in millions)

Asset category:	Level 1	Level 3	Total
Cash and cash equivalents	\$ 0.1	\$ -	\$ 0.1
Mutual funds – Equity securities	7.9	-	7.9
Mutual funds – Real estate securities	1.0	-	1.0
Mutual funds – Debt securities	2.1	-	2.1
Private equity partnerships – domestic	-	2.8	2.8
Total	\$ 11.1	\$ 2.8	\$ 13.9

The following is a summary of the fiscal 2010 changes in fair value of the VEBA plan assets with Level 3 inputs:

	Private Equity Partnership Interests
(Amounts in millions)	
Balance as of 2009 year end	\$ 2.7
Unrealized gains	0.1
Balance as of 2010 year end	\$ 2.8

The following is a summary, by asset category, of the fair value inputs of the VEBA assets as of 2009 year end:

(Amounts in millions)

Asset category:	Level 1	Level 3	Total
Cash and cash equivalents	\$ 0.2	\$ -	\$ 0.2
Mutual funds – Equity securities	8.0	-	8.0
Mutual funds – Debt securities	1.6	-	1.6
Private equity partnerships – domestic	-	2.7	2.7
Total	\$ 9.8	\$ 2.7	\$ 12.5

The following is a summary of the fiscal 2009 changes in fair value of the VEBA plan assets with Level 3 inputs:

	Private Equity Partnership Interests
<i>(Amounts in millions)</i>	
Balance as of 2008 year end	\$ 2.3
Unrealized gains	0.4
Balance as of 2009 year end	<u>\$ 2.7</u>

Note 13: Stock-based Compensation and Other Stock Plans

The 2001 Incentive Stock and Awards Plan, as amended ("2001 Plan"), which was approved by shareholders, provides for the grant of stock options, performance share awards and restricted stock awards (which may be designated as "restricted stock units" or "RSUs"). As of 2010 year end, the 2001 Plan had 1,511,650 shares available for future grants; the company uses treasury stock to deliver shares under the 2001 Plan.

Net stock-based compensation expense was \$14.9 million in 2010 and \$13.0 million in 2008. In 2009, the reversal of performance award accruals not expected to vest was partially offset by the vesting of stock options and stock appreciation rights, resulting in a net credit to income of \$3.0 million. Cash received from option exercises was \$23.7 million in 2010, \$4.5 million in 2009 and \$41.7 million in 2008. The tax benefit realized from the exercise of share-based payment arrangements was \$2.0 million in 2010, \$3.5 million in 2009 and \$10.9 million in 2008.

Stock Options

Stock options are granted with an exercise price equal to the market value of a share of common stock on the date of grant and have a contractual term of ten years. Stock option grants vest ratably on the first, second and third anniversaries of the date of grant.

The fair value of each stock option award is estimated on the date of grant using the Black-Scholes valuation model. The company uses historical data regarding stock option exercise behaviors for different participating groups to estimate the period of time that options granted are expected to be outstanding. Expected volatility is based on the historical volatility of the company's stock for the length of time corresponding to the expected term of the option. The expected dividend yield is based on the company's historical dividend payments. The risk-free interest rate is based on the U.S. treasury yield curve on the grant date for the expected term of the option. The following weighted-average assumptions were used in calculating the fair value of stock options granted during 2010, 2009 and 2008, using the Black-Scholes valuation model:

	2010	2009	2008
Expected term of option <i>(in years)</i>	5.85	5.87	5.84
Expected volatility factor	33.98%	30.19%	25.98%
Expected dividend yield	2.76%	2.72%	2.79%
Risk-free interest rate	2.39%	1.77%	2.72%

A summary of stock option activity during 2010 is presented below:

	Shares (in thousands)	Exercise Price per Share*	Remaining Contractual Term* (in years)	Aggregate Intrinsic Value (in millions)
Outstanding at beginning of year	2,259	\$ 39.47		
Granted	542	41.09		
Exercised	(331)	34.27		
Forfeited or expired	(71)	39.17		
Outstanding at end of year	2,399	40.57	6.70	\$ 38.5
Exercisable at end of year	1,381	41.77	5.38	20.5

* Weighted-average

The weighted-average grant date fair value of options granted was \$10.90 in 2010, \$6.76 in 2009 and \$10.80 in 2008. The intrinsic value of options exercised was \$5.2 million in 2010, \$0.2 million in 2009 and \$18.6 million in 2008. The fair value of stock options vested was \$4.6 million in 2010, \$3.3 million in 2009 and \$6.4 million in 2008.

As of 2010 year end there was \$5.6 million of unrecognized compensation cost related to non-vested stock option compensation arrangements granted under the 2001 Plan that is expected to be recognized as a charge to earnings over a weighted-average period of 1.8 years.

Performance Awards

Performance awards granted pursuant to the 2001 Plan are earned and expensed using the fair value of the award over a contractual term of three years based on the company's performance. Vesting of the performance awards is dependent upon performance relative to pre-defined goals for revenue growth and return on net assets for the applicable performance period. For performance achieved above a certain level, the recipient may earn additional shares of stock, not to exceed 100% of the number of performance awards initially awarded.

Snap-on began granting performance-based units (designated as RSUs) in 2009; such awards have a one year performance period based on the results of the consolidated financial metrics of the company followed by a two year cliff vesting schedule. For performance achieved above a certain level, the recipient may earn additional shares of stock, not to exceed 100% of the number of RSUs initially awarded.

The fair value of these awards is estimated on the date of grant using the Black-Scholes valuation model. The company uses the vesting period of the performance awards as the expected term of the awards granted. Expected volatility is based on the historical volatility of the company's stock for the length of time corresponding to the expected term of the performance award. The risk-free interest rate is based on the U.S. treasury yield curve on the grant date for the length of time corresponding to the expected term of the performance award. The following weighted-average assumptions were used in calculating the fair value of performance awards granted during the last three years using the Black-Scholes valuation model:

	2010	2009	2008
Expected term of performance award (in years)	3.0	3.0	3.0
Expected volatility factor	42.82%	37.09%	26.16%
Risk-free interest rate	1.44%	1.32%	2.11%

The weighted-average grant date fair value of performance awards granted during 2010, 2009 and 2008 was \$41.01, \$29.69 and \$51.75, respectively. No performance shares were paid out during 2010; performance share awards of 125,164 shares were paid out during 2009. There were no vested performance shares as of 2010 or 2009 year end. Based on the company's 2010 performance, 169,921 RSUs granted in 2010 were earned; assuming continued employment, these RSUs will vest in February 2013. Based on the company's 2009 performance, 65,819 RSUs granted in 2009 were earned; assuming continued employment, these RSUs will vest in February 2012. As a result of employee retirements in 2010, 3,427 of the RSUs earned in 2009 vested pursuant to the terms of the related award agreements;

these RSUs will be paid out at a later date. Changes to the company's non-vested performance share awards in 2010 are as follows:

	Shares <i>(in thousands)</i>	Fair Value Price per Share*
Non-vested performance awards at beginning of year	537	\$ 41.73
Granted	344	41.01
Vested	(3)	56.72
Cancellations	(209)	43.93
Non-vested performance awards at end of year	<u>669</u>	38.68

* Weighted-average

As of 2010 year end there was approximately \$10.2 million of unrecognized compensation cost related to non-vested performance share awards granted under the 2001 Plan that is expected to be recognized as a charge to earnings over a weighted-average period of 1.9 years.

Stock Appreciation Rights ("SARs")

The company also issues SARs to certain key non-U.S. employees. SARs are granted with an exercise price equal to the market value of a share of Snap-on's common stock on the date of grant and have a contractual term of ten years and vest ratably on the first, second and third anniversaries of the date of grant. SARs provide for the cash payment of the excess of the fair market value of Snap-on's common stock price on the date of exercise over the grant price. SARs have no effect on dilutive shares or shares outstanding as any appreciation of Snap-on's common stock value over the grant price is paid in cash and not in common stock.

The fair value of SARs is remeasured each reporting period using the Black-Scholes valuation model. The company uses historical data regarding SARs exercise behaviors for different participating groups to estimate the expected term of the SARs granted based on the period of time that similar instruments granted are expected to be outstanding. Expected volatility is based on the historical volatility of the company's stock for the length of time corresponding to the expected term of the SARs. The expected dividend yield is based on the company's historical dividend payments. The risk-free interest rate is based on the U.S. treasury yield curve in effect as of the reporting date for the length of time corresponding to the expected term of the SARs. The following weighted-average assumptions were used in calculating the fair value of SARs granted during 2010, 2009 and 2008 using the Black-Scholes valuation model:

	2010	2009	2008
Expected term of SARs <i>(in years)</i>	5.54	5.69	5.23
Expected volatility factor	34.59%	30.25%	30.27%
Expected dividend yield	2.76%	2.72%	2.68%
Risk-free interest rate	2.39%	1.77%	1.72%

The total intrinsic value of SARs exercised was \$0.7 million in 2010 and \$1.7 million in 2008; no SARs were exercised in 2009. The total fair value of SARs vested during 2010, 2009 and 2008 was \$2.3 million, \$0.6 million and \$0.7 million, respectively. Changes to the company's non-vested SARs in 2010 are as follows:

	SARs <i>(in thousands)</i>	Fair Value Price per Share*
Non-vested SARs at beginning of year	259	\$ 9.85
Granted	111	20.59
Vested	(137)	16.70
Cancellations	(11)	-
Non-vested SARs at end of year	<u>222</u>	21.73

* Weighted-average

As of 2010 year end there was \$4.8 million of unrecognized compensation cost related to non-vested SARs granted under the 2001 Plan that is expected to be recognized as a charge to earnings over a weighted-average period of 1.4 years.

Restricted Stock Awards

The company granted awards of 23,417 and 36,980 restricted stock units to members of its Board of Directors ("Board") in 2010 and 2009, respectively, pursuant to the 2001 Plan. All restrictions will lapse upon the recipient's termination of service as a director or in the event of a change in control, as defined in the 2001 Plan.

Directors' Fee Plan: Under the Directors' 1993 Fee Plan, as amended, non-employee directors may elect up to 100% of their fees and retainer in shares of Snap-on's common stock. Directors may elect to defer receipt of all or part of these shares. Issuances under the Directors' Fee Plan totaled 3,600 shares in 2010, 4,532 shares in 2009 and 3,071 shares in 2008. Additionally, receipt of 4,780 shares, 6,458 shares and 5,229 shares was deferred in 2010, 2009 and 2008, respectively. As of 2010 year end, shares reserved for issuance to directors under this plan totaled 155,830 shares.

Employee Stock Purchase Plan: Employees of Snap-on are eligible to participate in an employee stock purchase plan. The employee purchase price of the common stock is the lesser of the mean of the high and low price of the stock on the beginning date (May 15) or ending date (the following May 14) of each plan year. For 2010, 2009 and 2008, issuances under this plan totaled 112,944 shares, 32,181 shares and 19,001 shares, respectively. As of 2010 year end, shares reserved for issuance to employees under this plan totaled 138,361 shares and Snap-on held employee contributions of approximately \$1.5 million for the purchase of common stock by employees. Employees are able to withdraw from the plan and receive all contributions made during the plan year. Compensation expense for plan participants in 2010 was \$1.8 million; compensation expense for plan participants in 2009 and 2008 was not significant.

Dealer Stock Purchase Plan: Franchisees are eligible to participate in a dealer stock purchase plan. The franchisee purchase price of the common stock is the lesser of the mean of the high and low price of the stock on the beginning date (May 15) or ending date (the following May 14) of each plan year. For 2010, 2009 and 2008, issuances under this plan totaled 109,052 shares, 53,839 shares and 29,857 shares, respectively. As of 2010 year end, shares reserved for issuance to franchisees under this plan totaled 537,218 shares and Snap-on held franchisee contributions of approximately \$1.5 million for the purchase of common stock by franchisees. Franchisees are able to withdraw from the plan and receive all contributions made during the plan year. Expense for plan participants in 2010 was \$1.6 million; expense for plan participants in 2009 and 2008 was not significant.

Dividend Reinvestment and Stock Purchase Plan: Under this plan, participating shareholders may invest the cash dividends from all or a portion of their common stock to buy additional shares. The program also permits new investors and current shareholders to make additional contributions. For 2010, 2009 and 2008, issuances under the dividend reinvestment and stock purchase plan totaled 28,007 shares, 38,426 shares and 22,656 shares, respectively. As of 2010 year end, shares available for purchase under this plan totaled 1,497,763 shares.

Note 14: Capital Stock

Snap-on has undertaken repurchases of Snap-on common stock from time to time to offset dilution created by shares issued for employee and dealer stock purchase plans, stock options and other corporate purposes. Snap-on repurchased 152,000 shares in 2010 and 1,230,000 shares in 2008; Snap-on did not repurchase any shares in 2009. As of 2010 year end, Snap-on has remaining availability to repurchase up to an additional \$159.4 million in common stock pursuant to Board authorizations. The purchase of Snap-on common stock is at the company's discretion, subject to prevailing financial and market conditions.

Cash dividends paid in 2010, 2009 and 2008 totaled \$71.3 million, \$69.0 million and \$69.7 million, respectively. Cash dividends in 2010 were \$1.22 per share, and cash dividends in both 2009 and 2008 were \$1.20 per share. On February 9, 2011, the company's Board declared a quarterly dividend of \$0.32 per share payable on March 10, 2011, to shareholders of record on February 24, 2011.

Note 15: Commitments and Contingencies

Snap-on leases facilities, office equipment and vehicles under non-cancelable operating and capital leases that extend for varying amounts of time. Snap-on's future minimum lease commitments under these leases, net of sub-lease rental income, are as follows:

<i>(Amounts in millions)</i>	Operatin g Lease	Capital Lease
Year:		
2011	\$ 26.1	\$ 2.4
2012	20.2	2.4
2013	15.3	2.3
2014	9.9	1.9
2015	6.9	1.9
2016 and thereafter	14.0	17.5
Total minimum lease payments	<u>\$ 92.4</u>	<u>\$ 28.4</u>
Less: amount representing interest		(5.4)
Total present value of minimum capital lease payments		<u>\$ 23.0</u>

Amounts included in the accompanying Consolidated Balance Sheets for the present value of minimum capital lease payments as of 2010 year end are as follows:

<i>(Amounts in millions)</i>	2010
Other accrued liabilities	\$ 1.6
Other long-term liabilities	21.4
Total present value of minimum capital lease payments	<u>\$ 23.0</u>

Rent expense, net of sub-lease rental income, for worldwide facilities, office equipment and vehicles was \$33.2 million, \$35.4 million and \$33.8 million in 2010, 2009 and 2008, respectively.

Snap-on provides product warranties for specific product lines and accrues for estimated future warranty cost in the period in which the sale is recorded. Snap-on calculates its accrual requirements based on historic warranty loss experience that is periodically adjusted for recent actual experience, including the timing of claims during the warranty period and actual costs incurred. Snap-on's product warranty accrual activity for 2010, 2009 and 2008 is as follows:

<i>(Amounts in millions)</i>	2010	2009	2008
Warranty accrual:			
Beginning of year	\$ 14.3	\$ 15.5	\$ 17.1
Additions	16.0	9.6	11.1
Usage	(13.4)	(10.8)	(12.7)
End of year	<u>\$ 16.9</u>	<u>\$ 14.3</u>	<u>\$ 15.5</u>

Snap-on filed a notice of arbitration with the American Arbitration Association on January 8, 2010, concerning a dispute with CIT relating to various underpayments made during the course of their financial services joint venture, in which Snap-on has alleged damages of approximately \$115 million. As a result of the dispute, Snap-on has withheld certain amounts (totaling \$107.8 million as of 2010 year end and \$81.5 million as of 2009 year end) from payments made to CIT relating to SOC's ongoing business activities. CIT filed its response denying Snap-on's claim and asserting certain claims against Snap-on for other matters relating to the joint venture on January 29, 2010. CIT's claims allege damages in excess of \$110 million, the majority of which relates to returning the amounts withheld by Snap-on. The \$107.8 million and \$81.5 million retained by Snap-on as of 2010 and 2009 year end, respectively, is included in "Other accrued liabilities" on the accompanying Consolidated Balance Sheets. Discovery in the CIT matter is ongoing, with arbitration

scheduled for the second quarter of 2011. At this time, no determination can be made as to the likely outcome of this dispute.

Snap-on has credit risk exposure for certain SOC-originated contracts with recourse provisions related to franchisee van loans sold by SOC; as of 2010 and 2009 year end, \$15.9 million and \$17.6 million, respectively, of franchisee loans contain a recourse provision to Snap-on if the loans become more than 90 days past due. The asset value of the collateral underlying these recourse loans would serve to mitigate Snap-on's loss in the event of default. The estimated fair value of the guarantees for all loan originations with recourse as of January 1, 2011, was not material.

Snap-on is involved in various other legal matters that are being litigated and/or settled in the ordinary course of business. Although it is not possible to predict the outcome of these other legal matters, management believes that the results of these other legal matters will not have a material impact on Snap-on's consolidated financial position, results of operations or cash flows.

Note 16: Other Income (Expense) – Net

"Other income (expense) – net" on the accompanying Consolidated Statements of Earnings consists of the following:

<i>(Amounts in millions)</i>	<u>2010</u>	<u>2009</u>	<u>2008</u>
Interest income	\$ 1.3	\$ 1.7	\$ 6.6
Foreign exchange gain (loss)	(0.7)	0.6	(1.3)
Other	0.2	–	(2.5)
Total other income (expense) – net	<u>\$ 0.8</u>	<u>\$ 2.3</u>	<u>\$ 2.8</u>

Note 17: Segments

Snap-on's business segments are based on the organization structure used by management for making operating and investment decisions and for assessing performance. In the second quarter of 2010, and as previously disclosed, Snap-on realigned its management organization and, as a result, its reportable business segments. This organizational change reflects the company's efforts to better support the product and service needs of the company's primary customer segments. These customer segments include: (i) commercial and industrial customers, including professionals in critical industries and emerging markets; (ii) professional technicians who purchase products through the company's worldwide mobile tool distribution network; and (iii) other professional customers related to vehicle repair, including owners and managers of independent and original equipment manufacturer ("OEM") dealership service and repair shops. In addition, Snap-on's Financial Services customer segment offers financing options that include (i) loans to franchisees' customers and Snap-on's industrial and other customers for the purchase or lease of tools, equipment and diagnostics products on an extended term payment plan; and (ii) business loans and vehicle leases to franchisees.

The primary organizational changes in 2010 included the realignment of the company's equipment products and equipment repair services operations from the Commercial & Industrial Group to the newly created Repair Systems & Information Group in order to better serve customers in the worldwide vehicle service and repair marketplace, including owners and managers of independent and OEM dealership service and repair shops. In addition to equipment products and equipment repair services, the Repair Systems & Information Group includes the business operations of the company's former Diagnostics & Information Group, consisting of those operations providing diagnostics, vehicle service information, business management systems, electronic parts catalogs, and other solutions for vehicle service to customers in the worldwide vehicle and repair marketplace. The organizational changes also included the realignment of the company's sales operations in Japan from the Snap-on Tools Group to the Commercial & Industrial Group to assist in further penetrating the customer base, particularly industrial buyers, in that region. The company also reallocated certain costs between the operating units as a result of these organizational changes, reflecting value-added activities and contributions related to the particular customer base being served. Prior year segment financial data has been restated to reflect these reportable business segment realignments.

As a result of the organizational changes in 2010, Snap-on's reportable business segments are: (i) the Commercial & Industrial Group; (ii) the Snap-on Tools Group; (iii) the Repair Systems & Information Group; and (iv) Financial Services. The Commercial & Industrial Group consists of business operations serving a broad range of industrial and commercial customers worldwide, primarily through direct and distributor channels. The Snap-on Tools Group consists of business

operations primarily serving automotive service technicians through the worldwide mobile tool distribution channel. The Repair Systems & Information Group consists of business operations serving other professional vehicle repair customers, primarily owners and managers of independent repair shops and OEM dealership service and repair shops, through direct and distributor channels. Financial Services consists of the business operations of Snap-on's wholly-owned finance subsidiaries.

Snap-on evaluates the performance of its operating segments based on segment revenues, including both external and intersegment net sales, and segment operating earnings. Snap-on accounts for intersegment sales and transfers based primarily on standard costs with reasonable mark-ups established between the segments. Identifiable assets by segment are those assets used in the respective reportable segment's operations. Corporate assets consist of cash and cash equivalents (excluding cash held at Financial Services), deferred income taxes, pension assets and certain other assets. All significant intersegment amounts are eliminated to arrive at Snap-on's consolidated financial results.

Neither Snap-on nor any of its segments depend on any single customer, small group of customers or government for more than 10% of its revenues.

Financial Data by Segment:

<i>(Amounts in millions)</i>	2010	2009	2008
Net sales:			
Commercial & Industrial Group	\$ 1,048.2	\$ 897.6	\$ 1,155.9
Snap-on Tools Group	1,039.9	940.1	1,046.2
Repair Systems & Information Group	847.2	778.8	947.3
Segment net sales	2,935.3	2,616.5	3,149.4
Intersegment eliminations	(316.1)	(254.0)	(296.1)
Total net sales	\$ 2,619.2	\$ 2,362.5	\$ 2,853.3
Financial Services revenue	62.3	58.3	81.4
Total revenues	<u>\$ 2,681.5</u>	<u>\$ 2,420.8</u>	<u>\$ 2,934.7</u>
Operating earnings:			
Commercial & Industrial Group	\$ 116.9	\$ 48.2	\$ 150.9
Snap-on Tools Group	114.0	108.2	115.0
Repair Systems & Information Group	164.4	122.1	132.0
Financial Services	14.4	17.5	37.3
Segment operating earnings	409.7	296.0	435.2
Corporate	(78.3)	(45.3)	(46.4)
Operating earnings	331.4	250.7	388.8
Interest expense	(54.8)	(47.7)	(33.8)
Other income (expense) – net	0.8	2.3	2.8
Earnings before income taxes and equity earnings	<u>\$ 277.4</u>	<u>\$ 205.3</u>	<u>\$ 357.8</u>

Financial Data by Segment (continued):*(Amounts in millions)***Assets:**

	2010	2009
Commercial & Industrial Group	\$ 875.5	\$ 871.5
Snap-on Tools Group	424.7	373.1
Repair Systems & Information Group	929.4	943.5
Financial Services	850.6	530.8
Total assets from reportable segments	3,080.2	2,718.9
Corporate	697.8	768.0
Elimination of intersegment receivables	(48.6)	(39.5)
Total assets	<u>\$ 3,729.4</u>	<u>\$ 3,447.4</u>

*(Amounts in millions)***Capital expenditures:**

	2010	2009	2008
Commercial & Industrial Group	\$ 22.1	\$ 26.1	\$ 26.1
Snap-on Tools Group	19.0	14.5	31.8
Repair Systems & Information Group	6.6	22.5	11.9
Financial Services	0.2	0.4	1.1
Total from reportable segments	47.9	63.5	70.9
Corporate	3.2	0.9	3.0
Total capital expenditures	<u>\$ 51.1</u>	<u>\$ 64.4</u>	<u>\$ 73.9</u>

Depreciation and amortization:

Commercial & Industrial Group	\$ 21.6	\$ 22.4	\$ 22.2
Snap-on Tools Group	16.2	16.4	15.1
Repair Systems & Information Group	32.6	33.4	33.2
Financial Services	0.7	0.9	1.4
Total from reportable segments	71.1	73.1	71.9
Corporate	1.6	1.5	0.1
Total depreciation and amortization	<u>\$ 72.7</u>	<u>\$ 74.6</u>	<u>\$ 72.0</u>

Financial Data by Segment (continued):**Geographic Regions:***(Amounts in millions)*

	<u>2010</u>	<u>2009</u>	<u>2008</u>
Total revenue:*			
United States	\$ 1,591.1	\$ 1,440.1	\$ 1,669.4
United Kingdom	214.2	193.2	238.7
All other	<u>876.2</u>	<u>787.5</u>	<u>1,026.6</u>
Total revenue	<u>\$ 2,681.5</u>	<u>\$ 2,420.8</u>	<u>\$ 2,934.7</u>

(Amounts in millions)

	<u>2010</u>	<u>2009</u>
Long-lived assets:**		
United States	\$ 919.5	\$ 945.2
Sweden	138.6	135.6
All other	<u>277.1</u>	<u>287.5</u>
Total long-lived assets	<u>\$ 1,335.2</u>	<u>\$ 1,368.3</u>

* Revenue is attributed to countries based on the origin of the sale.

** Long-lived assets consist of Property and equipment – net, and Goodwill and Other intangibles – net.

Products and Services: Snap-on derives net sales from a broad line of products and complementary services that are grouped into three categories: (i) tools; (ii) diagnostics and repair information; and (iii) equipment. The tools category includes Snap-on's hand tools, power tools, tool storage units, saws, and cutting and pruning tools product offerings. The diagnostics and repair information category includes handheld and PC-based diagnostics products, service and repair information products, and diagnostic software solutions, including electronic parts catalogs, business management and other solutions to help dealerships manage and track performance. The equipment category includes solutions for the diagnosis and service of automotive and industrial equipment. Snap-on also derives revenue from financing its products through its wholly-owned finance subsidiaries. Snap-on utilizes various financing programs to facilitate the sales of its products. Further product line information is not presented as it is not practicable to do so. The following table shows the consolidated net sales and revenues of these product groups in the last three years:

(Amounts in millions)

	<u>2010</u>	<u>2009</u>	<u>2008</u>
Net sales:			
Tools	\$ 1,545.1	\$ 1,311.3	\$ 1,694.9
Diagnostics and repair information	563.3	556.5	589.8
Equipment	<u>510.8</u>	<u>494.7</u>	<u>568.6</u>
Total net sales	\$ 2,619.2	\$ 2,362.5	\$ 2,853.3
Financial services revenue	<u>62.3</u>	<u>58.3</u>	<u>81.4</u>
Total revenue	<u>\$ 2,681.5</u>	<u>\$ 2,420.8</u>	<u>\$ 2,934.7</u>

Note 18: Quarterly Data (unaudited)

<i>(Amounts in millions, except per share data)</i>	First Quarter	Second Quarter	Third Quarter	Fourth Quarter	Total
2010					
Net sales	\$ 621.6	\$ 647.6	\$ 653.1	\$ 696.9	\$ 2,619.2
Gross profit	287.6	303.8	301.2	318.5	1,211.1
Financial services revenue	9.7	13.9	17.2	21.5	62.3
Financial services expenses	(11.4)	(12.2)	(12.2)	(12.1)	(47.9)
Total revenue	631.3	661.5	670.3	718.4	2,681.5
Net earnings	38.0	46.9	48.3	59.8	193.0
Net earnings attributable to Snap-on Incorporated	36.8	45.3	46.5	57.9	186.5
Earnings per share – basic	0.64	0.78	0.80	0.99	3.22
Earnings per share – diluted	0.63	0.78	0.80	0.99	3.19
Cash dividends paid per share	0.30	0.30	0.30	0.32	1.22
2009					
Net sales	\$ 572.6	\$ 590.0	\$ 581.8	\$ 618.1	\$ 2,362.5
Gross profit	258.7	254.0	260.5	284.4	1,057.6
Financial services revenue	20.0	25.6	6.0	6.7	58.3
Financial services expenses	(10.0)	(9.0)	(11.3)	(10.5)	(40.8)
Total revenue	592.6	615.6	587.8	624.8	2,420.8
Net earnings	37.2	42.0	26.4	38.1	143.7
Net earnings attributable to Snap-on Incorporated	34.8	37.4	25.4	36.6	134.2
Earnings per share – basic	0.61	0.65	0.44	0.63	2.33
Earnings per share – diluted	0.60	0.65	0.44	0.63	2.32
Cash dividends paid per share	0.30	0.30	0.30	0.30	1.20

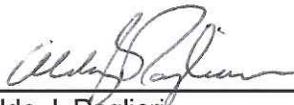
APPENDIX H

GUARANTEE OF SNAP-ON INCORPORATED

For value received, Snap-on Incorporated, located at 2801 80th Street, Kenosha, Wisconsin, 53143 ("Guarantor"), absolutely and unconditionally guarantees the performance by the franchisor, Snap-on Tools Company LLC ("Snap-on Tools"), located at 2801 80th Street, Kenosha, Wisconsin, 53143, of all obligations of Snap-on Tools under its franchise registrations or exemptions from registration in the states of California, Hawaii, Illinois, Maryland, Minnesota, North Dakota, Rhode Island, South Dakota, Virginia and Washington, and to the franchisees in all states under the franchise agreements signed prior to April 30, 2012. This guarantee shall continue until all obligations of Snap-on Tools under the franchise registrations (including exemption filings) and franchise agreements are satisfied. Guarantor is not discharged from liability if a claim by the franchisee against Snap-on Tools remains outstanding. Notice of acceptance is waived. Notice of default on the part of Snap-on Tools is not waived. This guarantee is binding on the Guarantor and on its successors and assigns.

IN WITNESS WHEREOF, Guarantor has, by a duly authorized officer, executed this guarantee at Kenosha, Wisconsin, this 17th day of February, 2011.

Guarantor:
SNAP-ON INCORPORATED



By: Aldo J. Pagliari
Title: Sr. Vice President – Finance and
Chief Financial Officer

APPENDIX I.1.A



SNAP-ON TOOLS STANDARD FRANCHISE AGREEMENT

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Exhibit A – List of Calls

SNAP-ON TOOLS STANDARD FRANCHISE AGREEMENT

THIS STANDARD FRANCHISE AGREEMENT ("Agreement") is made as of the _____ day of _____, 20____ ("Effective Date"), by and between SNAP-ON TOOLS COMPANY LLC, a Delaware limited liability company, whose address is 2801 80th Street, Kenosha, Wisconsin, 53143 ("Snap-on"), and «**FullName**», whose address is «**HomeAddressLine1**», «**HomeCity**», «**HomeStateProvince**» «**HomeZipPostalCode**» ("Franchisee"). **N/A**, whose address is **N/A** (the "Designated Owner") represents to Snap-on that he or she is an owner of more than fifty percent (50%) of a Franchisee which is a corporation or limited liability company. A Franchisee which is a corporation or limited liability company is sometimes referred to as a "Corporate Franchisee" in this Agreement.

THE PARTIES AGREE THAT:

In consideration of the agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties, intending to be legally bound, agree as follows:

1. **Nature and Scope of Agreement; License and List of Calls.**

A. Nature and Scope of Agreement. Snap-on, over many years, as a result of the expenditure of time, skill, effort and money, has developed and owns a program for selling and servicing high quality tools and equipment ("Snap-on Program"), as a result of which the Snap-on Program has acquired valuable goodwill and a favorable reputation. The parties agree that this valuable goodwill and favorable reputation belongs to Snap-on and while Franchisee has the benefit thereof during the time it is performing under this Agreement, Franchisee acquires no property rights in such goodwill or reputation, all of which at all times belongs to Snap-on; and

The distinguishing features of the Snap-on Program include, but are not limited to, the name "Snap-on"; the tools and equipment manufactured and/or distributed by Snap-on and made available by Snap-on for resale by its franchisees ("**Products**"); special confidential techniques for selling the **Products**; signs, emblems, trade names, trademarks, and service marks; instructional materials and training courses; and the Standard Franchise Operations Manual and other manuals provided to Franchisee by Snap-on; all of which may be changed, improved or further developed from time to time; and

Franchisee wishes to be assisted, trained and licensed by Snap-on to be a Snap-on franchisee; and

Franchisee recognizes the importance to Snap-on, other franchisees, and to the public of maintaining the distinctive standards, qualities and attributes of **Products** and services identified by the Trademarks (as defined in Section 13 below) associated with the Snap-on Program and is willing to maintain those standards, qualities and attributes in the operation of a Snap-on franchise; and

Franchisee desires to obtain a license and rights to use the Snap-on Program at the List of Calls (as defined in Section 1 below), subject to the terms and conditions contained in this Agreement. Franchisee acknowledges that Snap-on has, has had and will continue to have the basic right to use and/or license the Snap-on Program as it may exist, in whole or in part, and that this basic right is not being limited or changed by the terms of this Agreement. Snap-on's exercise of those rights is not subject to the common law rules that apply to the exercise of contractual discretion. The parties recognize that over time there may be changes in the manner in which Snap-on, its competitors and the users of its **Products** engage in business, and have recognized and addressed that possibility by explicitly defining the scope of authority granted to Franchisee as provided herein.

B. License. Snap-on grants to Franchisee the right, subject to the conditions set forth in this Agreement, to use the Snap-on Program, and to purchase **Products** from Snap-on for resale, only at those locations (sometimes referred to as “stops”) identified in attached Exhibit A (“List of Calls”), as adjusted in accordance with this Agreement. Subject to the provisions of Sections 1.D., 1.E. and 1.F., during the term of this Agreement, Snap-on shall not sell, or license others to sell, **Products** at those locations identified on the List of Calls.

Franchisee shall not be entitled to use the Snap-on Program or sell **Products** at any location not identified on the List of Calls even if the location is adjacent to, or near, a location on Franchisee's List of Calls, or to any customer of Franchisee who moves to a location not identified on the List of Calls. If Franchisee desires to use the Snap-on Program or sell **Products** at any location not identified on the List of Calls, Franchisee shall notify Franchisee's field management contact and request that the additional location(s) be added to the List of Calls. Snap-on, in its sole business judgment, which will not be unreasonably withheld, shall determine whether these location(s) will be added to Franchisee's List of Calls.

C. Adjustments to List of Calls. Weekly visits by Franchisee to customers, high quality service to customers and the solicitation of potential customers at stops on Franchisee's List of Calls are essential elements of the Snap-on Program. Accordingly, Snap-on reserves the right to adjust Franchisee's List of Calls and thereby change the number and/or location of stops on the List of Calls if Snap-on determines in its sole business judgment that such changes are necessary because of existing or future competition, inadequacy of service to customers, inadequacy of solicitation of potential customers, or for such other reasons as Snap-on deems relevant. Snap-on shall provide Franchisee written notice of an adjustment to Franchisee's List of Calls (which notice shall identify the stops added to, or deleted from, Franchisee's List of Calls) at least ten (10) days prior to the adjustment taking effect.

D. National Accounts Program. Snap-on exclusively reserves the right to develop and operate the Snap-on National Accounts Program, through which **Products** are sold and/or distributed to purchasers on a national or regional contract basis. Franchisee shall receive a brokerage fee on sales made through the Snap-on National Accounts Program directly to purchasers identified on Franchisee's List of Calls, according to a commission schedule published from time to time by Snap-on. The policies and procedures pertaining to the Snap-on National Accounts Program shall be prepared by Snap-on and made available to Franchisee, and are subject to change from time to time.

E. Industrial Stops. Snap-on exclusively reserves to itself the right to contact and sell, directly or indirectly, **Products** to industrial users, railroads, manufacturers, central purchasing offices, government installations and institutions (including schools) and all other potential customers who require scientific information, special devices, special services and/or technical and engineering data or for whom special procurement procedures are required (“Industrial Stop(s)”). If an Industrial Stop employs professional mechanics who purchase their own tools, Snap-on may, but is not obligated to, include that Industrial Stop on Franchisee's List of Calls only for the purpose of permitting Franchisee to sell **Products** to those mechanics. This is known as a dual stop. The determination whether a stop or customer, in whole or in part, is an Industrial Stop or a dual stop shall be made by Snap-on in its sole business judgment.

F. Internet Sales. Snap-on reserves the right to operate an internet program, through which **Products** are sold and/or distributed directly to internet purchasers, which may include customers at locations on the List of Calls who elect to make a purchase from Snap-on through the internet. Except as otherwise permitted under the Snap-on Program, Franchisee may not use the internet, including commercial sites such as eBay or Craig's List to sell **Products** or Approved Tools.

G. Surveys. Snap-on may make such surveys of customers at stops on Franchisee's List of Calls as Snap-on, in its sole business judgment, believes are necessary or advisable for the purpose of determining the number of customers and/or potential customers on Franchisee's List of Calls, the frequency and quality of Franchisee's service to customers or for any other purpose that Snap-on reasonably determines is appropriate.

2. Initial Term. The initial term of this Agreement and the franchise granted by this Agreement shall be ten (10) years from the Effective Date unless sooner terminated according to Sections 19 or 20 of this Agreement.

3. Renewal. Franchisee may, at Franchisee's option, renew this Agreement for one additional term of five (5) years, subject to the following Conditions of Renewal which must be met prior to renewal:

A. Conditions of Renewal.

(1) Franchisee gives Snap-on written notice of Franchisee's intention to renew not less than nine (9) months nor more than twelve (12) months prior to the end of the initial term;

(2) Franchisee meets all new standards for standard franchisees in effect at the time of such notice of intent to renew and complies with the terms of the Standard Franchise Operations Manual, as amended from time-to-time, including refurbishing or replacing the franchise van and equipment, and undertaking all other changes to Franchisee's operation as Snap-on may reasonably require in order to reflect the then-current standards, image and requirements of the Snap-on Program;

(3) Franchisee is in compliance with all provisions of this Agreement, any amendment to this Agreement or successor agreement, or any other agreement between Franchisee and Snap-on or its subsidiaries and affiliates, and Franchisee remains in compliance with all such obligations through the expiration date of the expiring term;

(4) Franchisee satisfies all monetary obligations Franchisee owes to Snap-on, Snap-on Credit, and their subsidiaries and affiliates;

(5) Franchisee executes Snap-on's then-current form of Franchise Agreement. The terms of the renewal Standard Franchise Agreement may differ from the terms of this Agreement, including a higher Monthly License Fee. Franchisee acknowledges that the then-current form of Standard Franchise Agreement will be amended to provide for a renewal term of five (5) years and to delete any provisions therein for additional renewal or extension and may otherwise be modified to be appropriate for a renewal franchise;

(6) Franchisee and each of its owners in the case of a Corporate Franchisee executes a general release, in a form satisfactory to Snap-on, of any and all claims against Snap-on and its subsidiaries and affiliates and their respective past and present officers, directors, shareholders, agents and employees, in their corporate and individual capacities, including, without limitation, claims arising under federal, state and local laws, rules and ordinances, and claims arising out of, or relating to, this Agreement, any other agreements between Snap-on, Snap-on Credit, their subsidiaries and affiliates and Franchisee and Franchisee's operation of the franchise, but excluding any claims the release of which are prohibited by applicable law;

(7) Franchisee complies with all then-current qualifications and training requirements;

(8) Franchisee pays Snap-on a renewal fee in an amount that is 50% of the then-current Initial License Fee; and

(9) Franchisee has not engaged in activities that Snap-on, in its sole business judgment, believes would impair the basis for a satisfactory future relationship between the parties.

B. Snap-on Review. On receipt of a written notice of intention to renew, Snap-on will evaluate Franchisee's operation and advise Franchisee of any and all of the outstanding renewal conditions described above, and any operational deficiencies that may affect Franchisee's exercise of its renewal option. If Franchisee does not cure the deficiencies or meet the conditions of the renewal evaluation, Snap-on will notify Franchisee in writing at least six (6) months prior to the expiration date of the current term, that the renewal option is extinguished and that this Agreement will not be renewed.

C. Statutory Limitations. If applicable law requires a standard of nonrenewal, or a notice and/or cure period prior to nonrenewal that is different from that set forth in this Section 3., this Agreement shall be deemed amended to conform to the minimum standard, or notice and/or cure period required by such applicable law or regulation. Snap-on intends to deliver any required additional notice, and this Agreement shall remain in effect on a month-to-month basis only until Franchisee has received such required additional notice.

4. License Fees.

A. Initial License Fee. Franchisee has paid Snap-on an Initial License Fee of Fifteen Thousand Dollars (\$15,000) to become a Standard Franchisee. The Initial License Fee was paid in consideration of Snap-on initially granting this franchise, it was fully earned at the time paid, and it is not refundable for any reason.

B. Monthly License Fee. In addition to all other amounts to be paid by Franchisee to Snap-on, Franchisee shall pay Snap-on a Monthly License Fee of One Hundred Two Dollars (\$102.00) payable upon Franchisee's receipt of an invoice. Snap-on shall have the right, in its sole business judgment, to increase the Monthly License Fee once each calendar year by an amount up to the lesser of either Fifty Dollars (\$50.00) or twenty-five percent (25%) of the existing Monthly License Fee. Snap-on shall advise Franchisee of any increase in the Monthly License Fee, and the increased Monthly License Fee shall be payable upon Franchisee's receipt of an invoice from Snap-on for the increased Monthly License Fee.

5. Standard Franchise Operations Manual. Franchisee acknowledges receipt on loan of access to the Standard Franchise Operations Manual ("Operations Manual") which may be provided to Franchisee in paper format, electronic format (including posting on a Snap-on sponsored intranet site) or any combination thereof. Franchisee agrees to ensure that the Operations Manual is kept confidential and Franchisee keeps up-to-date with all modifications provided by Snap-on, agrees not to reproduce the Operations Manual or any part of it, and agrees not to disclose the contents of the Operations Manual to anyone. Snap-on (and its subsidiaries or affiliates as applicable) shall provide Franchisee in a format or formats designated by Snap-on with all periodic updates, additions, and deletions to the Operations Manual. Upon termination of this Agreement, Franchisee shall return to Snap-on all copies of Operations Manuals and other manuals Franchisee has received and/or copied.

6. Modifications of the Snap-on Program. Snap-on (and its subsidiaries and affiliates), in its sole business judgment, shall be entitled from time to time to change or modify the Snap-on Program, including, but not limited to, the addition or deletion of **Products**, the adoption of new administrative forms, the adoption and use of new or modified Trademarks or the deletion of Trademarks (as defined in Section 13) or copyrighted materials, and modifications of methods for selling **Products**. The Snap-on Program is contained in the Operations Manual and those other materials as Snap-on (or its subsidiaries and affiliates) may provide to Franchisee. Franchisee shall accept and use or display within a reasonable period of time any changes or modifications in the Snap-on Program as if they were a part of the Snap-on Program at the time of execution of this

Agreement, and Franchisee shall make such expenditures as such changes or modifications in the Snap-on Program may require.

Snap-on and Franchisee acknowledge that compliance with the requirements of this Agreement and the Snap-on Program and the goal of maintaining a competitive Snap-on Program involves ongoing expenditures of different types (including but not limited to expense for electronic commerce, replacement and new computer equipment and related hardware, software and services, as well as periodic van renovation) and may also involve costs incident to changes in operation, which Snap-on and Franchisee each separately bear as part of their individual ordinary courses of business.

The Snap-on Program includes the programs offered by Snap-on Credit LLC ("Snap-on Credit"), an entity in which Snap-on's parent, Snap-on Incorporated, has an ownership interest. Snap-on Credit, in its sole discretion, shall be entitled from time to time to change, modify, replace or cancel its programs, including the programs which involve Extended Credit Contracts and Leases referred to in Section 10.C, and the obligations, representations and warranties of Franchisee under the Franchisee Servicing Agreement referred to in Section 10.

7. Services by Snap-on. Provided that Franchisee has satisfied all of the conditions set forth in Section 20.B.9. of this Agreement, during the term of this Agreement and so long as Franchisee is not in default, Snap-on, in the manner it deems appropriate, shall make the following services available to Franchisee:

A. Sale of Products to Franchisee. Franchisee may purchase **Products** at Snap-on's suggested retail price, less any franchisee discounts in effect when orders are received by Snap-on. The **Products**, suggested retail prices, and available franchisee discounts are subject to change without notice to Franchisee. Upon receipt of orders from Franchisee, Snap-on shall use reasonable efforts to ship all **Products** ordered by Franchisee promptly to Franchisee or such other person or entity as Franchisee directs. Snap-on requires that orders from Franchisee be made by electronic communication. All sales of **Products** will be made on Snap-on's standard terms of sale which are in effect at the time of the sale.

Franchisee shall pay all amounts due Snap-on through such means and at such time as Snap-on may prescribe in the Snap-on Program. Snap-on currently requires that Franchisee pay amounts due Snap-on by direct debit of Franchisee's bank account. Failure to do so will result in an additional charge to Franchisee as set forth in the Snap-on Program from time to time. Snap-on may change the minimum payment requirement, due date, and method of payment in Snap-on's sole business judgment.

Snap-on shall not be liable for delays in shipment, or for failure to make any delivery of **Products**, if the **Products** were not shipped because Franchisee has not paid Snap-on for prior amounts due, Franchisee has exceeded or with the order would exceed Franchisee's credit limit, or if Snap-on's reasonable efforts are inadequate to effect delivery of the **Products**. If Snap-on is unable to supply **Products** in quantities ordered, it shall have the right to allocate shipments among its franchisees based on any business factor or combination of business factors which it deems appropriate in its business judgment, such as historical purchasing patterns, franchisee credit worthiness, franchisee needs or other channels of distribution. Franchisee shall have no claim against Snap-on due to Snap-on's failure to furnish any **Products** due to lack of **Product** availability.

B. General Assistance. Snap-on will provide Franchisee with its knowledge and expertise regarding the Snap-on Program, together with business forms, bookkeeping and operational methods, inventory control methods, product knowledge, and sales and marketing advice as Snap-on deems appropriate. This assistance may be provided by a Snap-on representative riding with

Franchisee (in the case of a Corporate Franchisee, the Designated Owner) as customers are called upon, the distribution of printed and filmed material, meetings, classroom training, seminars, telephone, internet, and other electronic communications.

C. Training. Snap-on shall make available to Franchisee, and Franchisee (in the case of a Corporate Franchisee, the Designated Owner) shall be required to successfully complete, Snap-on's initial training program. Franchisee or Designated Owner may be required by Snap-on to attend additional training from time to time and Snap-on may set minimum standards for the satisfactory completion of such additional training. Training programs conducted by Snap-on are subject to change by Snap-on without notice and shall be at such times and places as Snap-on reasonably may designate. No charge shall be made by Snap-on for Snap-on's initial training program for the Franchisee (or the Designated Owner of a Corporate Franchisee). Snap-on reserves the right to charge for additional training programs.

8. Performance Standards and Uniformity of Operation. **Products** sold and services performed under Snap-on's Trademarks (as defined in Section 13) have a reputation for high quality. This reputation has been developed and maintained by Snap-on, and it is of the utmost importance to Snap-on, Franchisee, and all other franchisees that this reputation be maintained through high quality service to customers and compliance with the Snap-on Program. In recognition of the mutual benefits which come from maintaining the reputation for quality enjoyed by the Snap-on Program, Franchisee shall comply with all of the following:

A. General Standards and Specifications. Franchisee shall operate the franchise, render all services, sell all **Products** and make all payments due to Snap-on in accordance with the specifications, standards, business practices, policies and procedures of Snap-on now in effect or subsequently published for its franchisees, and comply with all written requirements of the Snap-on Program, including any changes that may be made to it from time to time.

B. Snap-on Inspections. Snap-on and its duly authorized representatives shall have the right to inspect Franchisee's operations, including, without limitation, speaking with Franchisee's customers, inspecting Franchisee's van and inventory display, conducting an inventory of the **Products** and other items on Franchisee's van, and accompanying Franchisee (in the case of a Corporate Franchisee, the Designated Owner) on the van to ensure that Franchisee is complying with all requirements of the Snap-on Program. Franchisee shall cooperate fully with such inspections and, unless otherwise provided in a written agreement between Snap-on and Franchisee, Franchisee shall immediately take such steps as may be necessary to correct any deficiencies detected during such inspections in accordance with the Snap-on Program, including, but not limited to, ceasing further use or sale of any merchandise that does not conform with Snap-on's standards and requirements.

C. Operation of the Franchise. Unless otherwise permitted by Snap-on in writing, Franchisee (in the case of a Corporate Franchisee, the Designated Owner) alone shall make regular sales and service calls on potential customers and may not use anyone else to make such calls. Franchisee shall use Franchisee's best efforts to promote aggressively and develop fully the sales of **Products** at stops on the List of Calls and maintain a sufficient inventory of **Products** in order to maximize the sale of **Products**. Franchisee, at all times, shall maintain an inventory of **Products** at least in the minimum amount required by the Snap-on Program. Unless otherwise excepted by Snap-on in writing, Franchisee (in the case of a Corporate Franchisee, the Designated Owner) shall call on every potential customer at stops on the List of Calls at least once a week in order to maximize the sale of **Products** and provide the service expected by Snap-on customers. Franchisee (in case of a Corporate Franchisee, the Designated Owner) shall refrain from engaging in activities that would conflict with these purposes and shall devote full business attention and efforts to these purposes. Franchisee shall, at all times, act in a competent, fair, honest, ethical, and courteous manner in accordance with the image and reputation of Snap-on and the Snap-on Program, and

maintain a neat and clean appearance. Franchisee acknowledges that the license granted to Franchisee under this Agreement has been granted by Snap-on based on the business, marketing and operational skills, financial capacity and personal character of Franchisee or in the case of a Corporate Franchisee, the Designated Owner. Therefore, in the case of a Corporate Franchisee, the Designated Owner will be the only individual who is authorized to represent a Corporate Franchisee in matters with Snap-on and Designated Owner's personal participation in the operation of the franchise is required to the same extent as if the Designated Owner was the Franchisee.

D. Purchase of Products Only from Snap-on. Franchisee must purchase all **Products** offered for sale by Franchisee only from Snap-on. Snap-on believes that it is particularly important that its franchisees have new **Products** available for sale to their customers. Therefore, Franchisee must purchase a representative quantity, as determined by Snap-on, of new **Products** introduced from time to time by Snap-on.

E. Approved Tools. Except as otherwise provided below, in the operation of the franchise, Franchisee may sell only **Products**. Franchisee may sell or offer for sale merchandise other than **Products** only with Snap-on's express, prior written consent, not to be unreasonably withheld, which consent subsequently may be revoked by Snap-on ("Approved Tools"). Franchisee shall give Snap-on written notice of Franchisee's desire to sell any of these additional items sufficiently in advance of offering them for sale so that Snap-on may verify manufacturer and specification data and test such merchandise for conformity with the appearance, uniformity, quality and other specifications of Snap-on. Snap-on periodically may require that the testing be performed again to ensure that the manufacturer continues to meet Snap-on's specifications. Snap-on shall be entitled to, and likely will, refuse to approve merchandise as Approved Tools if such merchandise directly competes with any of the **Products**. Snap-on's consent to Franchisee's sale of Approved Tools shall be conditioned on Snap-on's receipt and approval of a products' liability insurance policy (or a certificate of insurance) with coverage limits and other terms reasonably satisfactory to Snap-on from time-to-time, which policy shall name Snap-on as an additional insured. If Snap-on revokes its consent to any merchandise as an Approved Tool, Franchisee shall cease selling such merchandise within thirty (30) days of notification from Snap-on. Franchisee shall be responsible for reporting all purchases and sales of Approved Tools to Snap-on on forms provided by Snap-on.

The restrictions contained in this Section shall not apply to merchandise which Franchisee has taken as a trade-in from a customer or merchandise for which Snap-on provides Franchisee with a designated approved supplier. Franchisee shall be permitted to sell such trade-ins and to purchase such merchandise from the Snap-on designated approved supplier and sell such merchandise without obtaining Snap-on's prior written consent.

F. Sales Only to End-user. Franchisee shall sell the **Products** and Approved Tools only to retail customers at locations on the List of Calls and shall not sell the **Products** or Approved Tools to any person or entity for resale.

G. Retail Prices. Snap-on periodically shall provide Franchisee with one or more suggested retail price lists for the **Products**. Franchisee shall generally be entitled to sell the **Products** at prices determined by Franchisee, however, Franchisee agrees that to the extent permitted under applicable law, Snap-on may require that the Franchisee sell in accordance with pricing guidelines issued by Snap-on.

H. Van. Franchisee shall lease or purchase a truck or van that complies with specifications contained in the Snap-on Program in effect on the date of this Agreement (unless previously leased or purchased pursuant to the Trial Franchise Agreement or Gateway Franchise Agreement). Franchisee shall maintain and operate the van in good condition and repair and shall provide at least the minimum van maintenance recommended by the van manufacturer or as required by the Snap-on Program or the Franchise Finance Program from time to time. Franchisee shall display at all

times the then-current van decal and logo package as required by Snap-on from time to time. Franchisee shall display the inventory in the van in a clean and neat manner and as required by the Snap-on Program from time to time. Except as expressly permitted by Snap-on, Franchisee shall operate only one van and the van shall be used when Franchisee (in the case of a Corporate Franchisee, the Designated Owner) makes all regular sales and service calls. Franchisee shall also obtain, install and maintain such security systems as Snap-on may prescribe for use in connection with the van, including theft protection and tracking systems coordinated with local law enforcement and/or other third parties. Franchisee shall be responsible for all expenses related to such system.

I. Clothing. Franchisee shall purchase and Franchisee (in the case of a Corporate Franchisee, the Designated Owner) shall wear in the operation of the franchise, clothing as required from time to time in the Snap-on Program. Snap-on will provide Franchisee with uniforms having a franchisee cost of Four Hundred Dollars (\$400.00) without cost to Franchisee prior to Franchisee commencing business in the List of Calls. Franchisee shall maintain all clothing in good condition.

J. Technology Package; Electronic Commerce and Communication. Franchisee is required to use a computer and computer components meeting Snap-on's specifications, as modified in the Snap-on Program from time to time. Snap-on will provide Franchisee prior to Franchisee commencing business in the List of Calls with a technology package, without cost to Franchisee, including computer hardware and printer meeting the specifications of the Snap-on Program.

Franchisee shall license or lease from Snap-on or a source designated by Snap-on, computer software that conforms to specifications contained in the Snap-on Program, as may be modified from time to time.

Snap-on may also require during the term of this Agreement that Franchisee subscribe, at Franchisee's expense, to a reliable internet service provider or other electronic communication provider or service and that Franchisee obtain and use, at Franchisee's expense, and in the manner and form and with such content as Snap-on may approve or require: electronic point of sale equipment, computer equipment, operating software, communications services, web pages, intranets, extranets, portals and other electronic and computer systems, software, services and the like, for communicating (with Snap-on, customers on the List of Calls and others), invoicing, accounting, record keeping, reporting and other franchise operations. Any or all of these may be designated by Snap-on and Snap-on shall have the right to approve any and all use by Franchisee of electronic commerce and communication and the content thereof. Also, Snap-on may require that any and all communications between Franchisee and Snap-on be made through the internet or such other electronic medium as Snap-on may designate, and Franchisee may be required to access the internet or other electronic information on a regular basis (even daily) to obtain full benefit of the Snap-on Program. Snap-on is not liable for any damage to Franchisee 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, or as the result of Franchisee's failure to access the information. Franchisee also acknowledges and agrees that any and all information provided to Franchisee by Snap-on under this Agreement may be provided in such manner and by such media as Snap-on may determine, including, without limitation by electronic and/or computer means. Without limiting the generality of the preceding sentence, such information may include the Operations Manual (and updates), product information, warranty information, and discontinued tool notification. Snap-on may, in its sole business judgment, make use of any information required to be furnished by Franchisee to Snap-on through use of computer systems, communications devices or through written or print media, in the conduct of its business, including but not limited to warranty programs, product recall programs, market research and/or performance evaluations.

K. Warranties. Franchisee shall assist Snap-on in honoring all warranties on the **Products**. Franchisee understands that warranty service for the customer is an important part of the Snap-on Program and that Franchisee will be required to make repairs and arrange for service for customer

Products without cost to Snap-on. The terms of Snap-on's warranties may be changed by Snap-on from time-to-time in its sole business judgment. Franchisee shall be solely responsible for honoring warranties on Approved Tools sold by Franchisee.

L. Compliance with Law. Franchisee shall comply with all laws, ordinances, and regulations affecting the operation of the franchise.

M. Taxes and Other Indebtedness. Franchisee shall pay when due all taxes levied and assessed, including, without limitation, sales, use, personal property, income and other taxes, and all accounts and other indebtedness of every kind incurred by Franchisee in the conduct of the franchise.

N. Accounting Service. Franchisee is required to use the accounting service designated from time to time by Snap-on, unless Franchisee was operating under another Snap-on franchise on February 28, 2010. Franchisee understands that if Snap-on changes the accounting service provider during the term of this Franchise Agreement, Franchisee may, at Snap-on's discretion, be required to change to the new accounting service provider.

O. Merchandising Program. In order to promote uniformity in the Snap-on Program, you are required to participate in Snap-on's Merchandising Program, which consists of van signage and print collateral used in connection with promotional programs offered by Snap-on. Snap-on may modify or terminate this program at any time.

P. Van Merchandise Displays and Safety Equipment. Franchisee will purchase and use current van merchandise displays offered by Snap-on from time to time to improve the display of **Products** on the van. Snap-on may modify or discontinue providing these displays at any time. In addition, Franchisee is required from time to time to purchase certain safety equipment to promote safety on the van.

9. Security Interest. To secure Franchisee's obligations to Snap-on, including those arising under this Agreement, Franchisee grants Snap-on a security interest in all of the following property of the Franchisee, whether now owned or hereafter acquired, and whether tangible or intangible: inventory, tools, equipment, vans, accounts, contract rights, general intangibles, chattel paper, Revolving Accounts, Extended Credit Contracts, Credit Sale Contracts, Open Accounts, Leases, insurance policies, documents, deposits, all Reserve Accounts, (including, but not limited to EC Reserve Account and Business Reserve Account), or similar types of accounts, trademarks, trade names, customer lists, books, records, catalogues, sales aids, computers and computer programs, and any replacements, substitutions, additions, accessions or proceeds thereof. Franchisee represents and warrants that Snap-on's security interest as described above shall be prior to that of any other creditor. Franchisee understands that Snap-on will make all required UCC filings to perfect Snap-on's security interest in Franchisee's property as set forth in this Section and Franchisee will cooperate with Snap-on to the extent requested by Snap-on to accomplish this perfection. Franchisee authorizes Snap-on to describe the collateral in any financing statement as "all business assets". This statement in any financing statement shall not expand or limit the property given as security for the performance of Franchisee's obligations to Snap-on described above. With respect to any funds accounted for or held by Snap-on for the benefit of Franchisee, Snap-on shall be entitled to commingle such funds with Snap-on's general funds and to offset against such funds any monies owed Snap-on by Franchisee.

10. Credit Sales.

A. Revolving Accounts. Unless this requirement is waived or reduced for Franchisee by Snap-on, Franchisee shall deposit with Snap-on at least Fifty-Two Thousand Five Hundred Dollars (\$52,500) within ten (10) days after the Effective Date of this Agreement ("RA Deposit"). If Franchisee is participating in the RA Financing Program (which is not available to a Trial Franchisee

or Gateway Franchisee converting to a Standard Franchisee), Franchisee is required to fulfill this obligation in the following manner: at the time Franchisee stops participating in the RA Financing Program, if the total value (75% of the outstanding balance) of Franchisee's Revolving Accounts ("RA Value") is less than \$52,500, Franchisee is required, within ten (10) days, to deposit an amount into his RA Deposit equal to the difference between Franchisee's total RA Value and \$52,500. The RA Deposit can be used by Franchisee for any or all of the following purposes:

(1) RA Acquisition. The RA Deposit may be used by Franchisee to purchase RAs offered by the franchisee or independent dealer ("Predecessor") who previously sold **Products** to customers at stops on Franchisee's List of Calls. "Revolving Accounts" or "RAs" are accounts generated by a franchisee's sales of **Products** on franchisee's credit that are to be paid on a revolving basis over a period of time agreed to by the franchisee and the franchisee's customer. Franchisee shall be obligated to offer to purchase the Predecessor's RAs subject to Franchisee's right, for forty-five (45) days from the date Franchisee begins servicing customers in the List of Calls, to advise Snap-on and the Predecessor which, if any, of the RAs Franchisee has rejected, unless Franchisee is purchasing the RAs through Snap-on's transfer program, in which case, Franchisee may agree with the Predecessor to reduce or eliminate this 45-day time period or Franchisee's right to reject some or all of the RAs. Any RAs not rejected by Franchisee within that time shall be deemed to have been purchased by Franchisee. In the event Franchisee sells **Products** to a customer (whose RA was offered to Franchisee) within the forty-five (45) day period, Franchisee shall be deemed to have agreed to purchase the RA relating to such customer, unless Franchisee has first advised Snap-on and the Predecessor that Franchisee has rejected that customer's RAs. The purchase price for the RAs shall be seventy-five percent (75%) of the balance due of each RA being sold unless otherwise agreed to by Franchisee and Predecessor.

(2) RA Development. The RA Deposit also may be used to pay for purchases of **Products** from Snap-on, subsequent to Franchisee's initial purchase of **Products** from Snap-on, as follows: if, in any week, Franchisee's RA sales (which excludes any down payment and trade-in allowance and includes sales tax) exceeds Franchisee's RA collections, a portion of the RA Deposit equal to seventy-five percent (75%) of the difference between Franchisee's RA sales and Franchisee's RA collections may be used by Franchisee for additional purchases of **Products**. If in any week Franchisee's RA collections exceed Franchisee's RA sales, Franchisee will be obligated to pay Snap-on seventy-five percent (75%) of the amount by which Franchisee's RA collections exceed Franchisee's RA sales and the amount available to Franchisee under the RA Deposit will be increased by the amount of the payment to Snap-on. In addition, Snap-on will make other adjustments to reflect changes in Franchisee's total RA account balance.

B. Open Accounts. Snap-on has established, and from time to time may modify or discontinue, a program for extending short term financing for the purchase of **Products** that is made available to certain businesses ("Open Accounts"), as set forth in the Operations Manual. Snap-on may, in its sole business judgment, accept the assignment of Open Account contracts offered by Franchisee. The parties' obligations with respect to Open Accounts shall be governed by any Snap-on policies regarding such Open Accounts contained in the Snap-on Program from time to time.

C. Assignment of Certain Contracts. Snap-on Credit, may, in its sole business judgment, accept the assignment of certain credit contracts between Franchisee and a customer for the sale or lease of **Products** between Franchisee and a customer. The parties' obligations with respect to the credit contracts shall be governed by the terms of a separate Franchisee Servicing Agreement or Dealer Servicing Agreement between Franchisee and Snap-on Credit and any policies regarding such assignments contained in the Snap-on Program from time to time. As provided in the Franchisee Servicing Agreement and Dealer Servicing Agreement, Snap-on Credit may modify or discontinue these programs at any time.

D. Collection. Franchisee shall collect all amounts due from customers of Franchisee whose Extended Credit Contracts or Leases have been assigned to Snap-on Credit and to whom Snap-on Credit has extended credit and from other customers serviced by Franchisee as provided in the Franchisee Servicing Agreement. Franchisee shall participate in repossession of **Products** as provided in the Franchisee Servicing Agreement between Franchisee and Snap-on Credit.

11. Advertising by Franchisee. Franchisee is not required to engage in any advertising. If Franchisee decides to conduct any advertising, advertising and promotional materials may be purchased from any source; however, any advertising or promotional materials not purchased from Snap-on shall be submitted to Snap-on at least sixty (60) days prior to use for Snap-on's approval. Snap-on's approval rights shall be limited to matters of good taste, truthfulness, use of Snap-on's Trademarks, and quality of image, and shall not be unreasonably withheld. Unless Snap-on notifies Franchisee of objections to the materials within sixty (60) days after receipt by Snap-on, the materials shall be deemed approved.

12. Reports, Bookkeeping and Audit Rights.

A. Weekly Reports. Each week, on a day designated by Snap-on, Franchisee shall inform Snap-on (in such form as Snap-on may require) of the amount of **Products** sold and Approved Tools purchased and sold in the past week, collections made in the past week, the amount of inventory on hand and the status of credit accounts, and such other information as Snap-on reasonably may request from time to time.

B. Annual Reports. Franchisee shall, upon request from Snap-on, furnish Snap-on within ninety (90) days after the end of a calendar year, with a profit and loss statement for the franchise for the calendar year and a balance sheet for the franchise as of the end of the calendar year in a format prescribed by Snap-on. These financial statements shall be prepared by an independent accountant and, if requested by Snap-on, certified by the accountant to present fairly, in all material respects, Franchisee's results of operations and financial condition.

C. Bookkeeping. Franchisee shall keep and maintain complete and accurate books and records of Franchisee's business operations in the form and manner prescribed in the Snap-on Program. Franchisee shall preserve all books, records and tax returns applicable to the franchise for at least three (3) years after preparation and make them available to Snap-on upon request.

D. Snap-on's Audit Rights. Snap-on shall have the right at reasonable times, both during and after the term of this Agreement, to examine Franchisee's books, records (including the stock records or other evidence of ownership of Franchisee, if this Agreement is issued to or assigned, as permitted in this Agreement, to a Corporate Franchisee) and tax returns, and such other forms, reports, information and data as Snap-on reasonably may designate concerning the operation of the franchise. In the event any examination or audit shall disclose any breach of this Agreement or any other agreement between Snap-on or its affiliates and Franchisee, and if such examination or audit is made necessary by Franchisee's failure to furnish reports, supporting records, financial statements or other documents or information as herein required, or to furnish such reports, records, financial statements, documents or information on a timely basis, Franchisee shall reimburse Snap-on, within fifteen (15) days after receipt of the examination or audit report, for the cost of such audit or examination, including, without limitation, the charges and disbursements of any independent accountants and the travel expenses, room and board (if any) and compensation of Snap-on's employees. The foregoing remedies shall be in addition to all of Snap-on's other remedies and rights under this Agreement or applicable law.

13. Trademarks. The term "Trademarks" as used in this Agreement refers to all words, symbols, designs, trade names, service marks or combinations thereof used to identify the Snap-on Program and the **Products** sold and services performed in connection with the Snap-on Program. Franchisee shall use the Trademarks only in the manner approved by Snap-on. Snap-on shall, from time to

time, advise Franchisee of which Trademarks have been registered and any additions or deletions to the Trademarks and Franchisee's right to use the Trademarks shall be deemed modified by those additions or deletions.

Franchisee's right to use the Trademarks is limited to the operation of the franchise and as expressly provided in this Agreement and the Operations Manual. Franchisee agrees to use the Trademarks in the identification and conduct of Franchisee's franchise business. Franchisee shall identify himself as the independent owner of the franchise business in the manner Snap-on prescribes and Franchisee shall not include any other trademark or trade name in the identification of the franchise or the conduct of Franchisee's franchise business. Franchisee shall not use any Trademark as part of any corporate or trade name or with any prefix, suffix or other modifying words, nicknames, terms, designs or symbols, or in any modified form (including, without limitation, any local or special adaptations or artistic variations of any of the Trademarks), nor may Franchisee use any Trademark in connection with the sale of any unauthorized product or service or in any other manner not expressly authorized in writing by Snap-on. Franchisee shall not use any Trademark or any other word which is confusingly similar to any Trademark (for example, snapon, SnapOn) as an Internet domain name, an electronic mail address, or an Internet web page address, or any part thereof (for example, SnaponNW@nwtools.com, joepublic@snaponnw.com, <http://www.SNAPonTools.com>, <http://www.toolsNE\Snap-on.html>) or as any other identifier in any form of electronic communication and Franchisee must obtain Snap-on's prior written approval prior to any use of the Trademarks in electronic commerce, including but not limited to all forms of electronic or computer communication. Franchisee agrees to display the Trademarks prominently and in the manner Snap-on prescribes on signs, forms and other materials and articles. Further, Franchisee agrees to give such notices of trademark or service mark ownership or registration and copyrights as Snap-on specifies and to obtain such fictitious or assumed name registration as may be required under applicable law. Any and all uses of any of the Trademarks shall be subject to Snap-on's prior written approval, and a request for such approval shall include such information and samples as Snap-on may require. If local laws or ordinances require that Franchisee file an affidavit of doing business under a fictitious name, Franchisee shall include in that filing an indication that the filing is made "as an authorized franchisee of Snap-on Tools Company LLC, Kenosha, Wisconsin." In no event may Franchisee file any record or sign any form indicating Franchisee is "d/b/a Snap-on" or "doing business as Snap-on." Franchisee shall use the symbol ® with all registered trademarks and the symbol ™ with all other trademarks or service marks so as to protect Snap-on's ownership rights.

In the event Snap-on should elect to use a name other than "Snap-on" to identify the Snap-on Program, Snap-on may select another name and the Snap-on Program and this Agreement shall be deemed amended to substitute that name. If Snap-on determines, in its sole business judgment, that Franchisee should modify or discontinue use of any Trademark and/or use one or more additional or substitute trademarks or service marks, Franchisee agrees to comply promptly therewith after notice thereof by Snap-on. Franchisee shall be responsible for all expenses incurred in modifying or discontinuing the use of a Trademark or substituting therefore a different trademark or service mark, and Snap-on shall not be obligated to reimburse Franchisee for any loss of goodwill by the franchise associated with any modified or discontinued Trademark or for any expenditures made by Franchisee to promote a modified or substitute trademark or service mark.

Franchisee agrees that nothing in this Agreement shall give to Franchisee any right, title or interest in the Trademarks (except the right to use the Trademarks in accordance with the terms of this Agreement); that the Trademarks are the sole property of Snap-on and its affiliates; that Franchisee shall not directly or indirectly contest the validity of Snap-on's or its affiliates ownership of the Trademarks (whether during or after the term of this Agreement); and that any and all uses by Franchisee of the Trademarks and the goodwill arising therefrom shall inure exclusively to the benefit of Snap-on and its affiliates.

Franchisee shall notify Snap-on immediately in writing of any apparent infringement of or challenge to Franchisee's use of any Trademark, or any claim by any person other than Snap-on or its affiliates of any rights in any Trademark or any similar trade name, trademark or service mark, of which Franchisee becomes aware. Franchisee shall not communicate with any person other than Snap-on and its affiliates and their counsel in connection with any such infringement, challenge or claim. Snap-on and its affiliates shall have sole discretion to take such action as they deem appropriate and the right to control exclusively any litigation, trademark proceeding or any other administrative proceeding arising out of any such infringement, challenge or claim or otherwise relating to any Trademark. Franchisee agrees to execute any and all instruments and documents, render such assistance and do such acts and things as may, in the opinion of Snap-on's and its affiliates' counsel, be necessary or advisable to protect and maintain Snap-on's and its affiliates' interests in any such litigation, trademark proceeding or other administrative proceeding or otherwise to protect and maintain Snap-on's and its affiliates' interests in the Trademarks.

14. Relationship of Parties; Franchisee as Independent Contractor. This Agreement does not create a fiduciary or other special relationship between the parties. Franchisee is an independent contractor with entire control and direction of the franchise and its operations, subject only to the conditions and covenants established by this Agreement. No agency, employment, or partnership is created or implied by the terms of this Agreement and Franchisee is not and shall not hold itself out as agent, legal representative, partner, subsidiary, joint venturer or employee of Snap-on (its subsidiaries or affiliates). Except as otherwise specifically provided in this Agreement or any other written agreement between Franchisee and Snap-on (its subsidiaries or affiliates), Franchisee shall have no right or power to, and shall not, bind or obligate Snap-on (its subsidiaries or affiliates) in any way or manner whatsoever, nor represent that Franchisee has any right to do so. Franchisee shall not represent, or purport to represent Snap-on in any manner or by any medium without the express prior written approval of Snap-on. The sole relationship between Franchisee and Snap-on (its subsidiaries and affiliates) is a commercial, arms' length business relationship and, except as provided in Section 24, there are no third party beneficiaries to this Agreement. Franchisee's business is, and shall be kept, totally separate and apart from any that may be operated by Snap-on (its subsidiaries and affiliates).

In all public records, in relationships with other persons, and on letterheads and business forms Franchisee shall indicate the independent ownership of the franchise and that Franchisee is solely an "authorized franchisee" of Snap-on. Franchisee shall post a sign in a conspicuous location on Franchisee's van, which sign shall be supplied by Snap-on (at Franchisee's expense).

15. Confidentiality. Franchisee acknowledges that Snap-on owns the Snap-on Program, which includes, but is not limited to, Snap-on's trade secrets, the List of Calls, the Operations Manual and all other manuals provided to Franchisee by Snap-on. The Snap-on Program is disclosed to Franchisee in confidence and solely for the purpose of enabling Franchisee to operate the franchise, and Franchisee shall not disclose any part of it to anyone other than Franchisee's employees in the Snap-on business, Snap-on employees or other Snap-on franchisees. Franchisee acknowledges that such disclosure would inflict irreparable injury on Snap-on and that Snap-on shall be entitled to obtain injunctive relief in addition to any other legal or equitable remedies it may have upon a breach of this Section 15.

16. Interest. Except as otherwise expressly provided in writing, any and all amounts that shall become due and owing from Franchisee to Snap-on shall bear interest from the date due until paid at the maximum rate permitted for loans between individuals in the state in which Franchisee resides. Except as otherwise expressly provided in writing, any and all funds held by Snap-on for the benefit of Franchisee shall bear no interest.

17. Insurance. Franchisee shall be responsible for all loss or damage originating in, or incurred in connection with, the operation of the franchise and for all claims or demands for damages to property

or for injury, illness, or death of persons directly or indirectly resulting there from. Franchisee shall at all times carry the driver's license required by applicable state law and the insurance which may be required by the terms of any lease or financing agreement on the van, and Franchisee shall carry the following insurance:

A. Commercial business auto liability insurance with limits of \$1,000,000 combined single limit for bodily injury and property damage; and physical damage coverage which includes collision, specified perils of fire, lightning, explosion, theft, wind storm, hail or comprehensive coverage in lieu of specified perils;

B. Commercial liability insurance under a comprehensive general liability form that includes coverage for bodily injury and property damage on an occurrence basis with coverage that includes product/completed operations with policy limits not less than \$1,000,000; and

C. All risks property coverage for full replacement value of Franchisee's stock inventory being offered for sale.

Insurance coverages should reflect that Snap-on Incorporated and its subsidiaries are additional insureds under both commercial general liability and commercial business automobile liability coverage and that Snap-on Incorporated and its subsidiaries are loss payees, as its interests may appear, under the all risks property coverage.

To the extent any of the foregoing coverages are offered through the Snap-on dealer insurance program, Franchisee shall obtain the same through the Snap-on dealer insurance program unless, and until, Franchisee submits evidence in writing of having obtained such coverage from an insurance carrier acceptable to Snap-on. Snap-on may reasonably increase the minimum coverage required under above subsections A.-B. and require different or additional kinds of insurance to reflect inflation, changes in standards of liability, higher damage awards or other relevant changes in circumstances. All such changes shall be set forth in the Operations Manual. Snap-on shall be furnished with certificates of insurance or, if it requests, copies of the insurance policies.

All policies of insurance required to be maintained by Franchisee shall be renewed at least thirty (30) days prior to the respective expiration dates of existing policies of insurance. All such policies shall contain endorsements requiring the insurer to give Snap-on at least ten (10) days' written notice before terminating, canceling or making changes in any policy. In the event any of Franchisee's policies of insurance required by subsections B. and C. is canceled or not renewed, Snap-on shall have the right, but not the obligation, to obtain the coverage for Franchisee and invoice Franchisee for the cost of the coverage, which invoice Franchisee shall pay within five (5) business days.

18. Transfers.

A. Transfer by Snap-on. Snap-on shall have the right to transfer or assign all or any part of its rights and/or obligations under this Agreement to any person or legal entity.

B. Transfer by Franchisee. Franchisee agrees that the obligations of Franchisee to Snap-on set forth in this Agreement are purely and irrevocably personal to Franchisee (in the case of a Corporate Franchisee to Designated Owner); that this Agreement is a personal services agreement; and that the personal services nature of this Agreement is not altered by the issuance or assignment (as permitted in this Agreement) of this Agreement to a Corporate Franchisee. Accordingly, Franchisee or the owners of a Corporate Franchisee shall not, directly or indirectly, sell, assign, transfer, convey, give away, pledge, mortgage or otherwise encumber any interest in this Agreement, Franchisee or the franchise (other than an interest in the van, inventory, or accounts receivable as security for borrowing to finance the operation of the franchise or to Snap-on Credit or its assigns in the ordinary course of Franchisee's business) without the prior written consent of Snap-on. Any

purported assignment or transfer, by operation of law or otherwise, not having the written consent of Snap-on shall be considered null and void by Snap-on.

Snap-on shall not unreasonably withhold its consent to a transfer of Franchisee's entire interest in Franchisee or the franchise business, provided the following conditions are met:

(1) Franchisee shall have first offered to sell the interest being transferred to Snap-on, pursuant to Section 18.D. of this Agreement, and Snap-on shall have declined to exercise its right of first refusal.

(2) The terms of the sale, including the price, shall not, in Snap-on's sole business judgment, jeopardize the ability of the transferee to maintain, operate and promote the franchise and meet the financial obligations to Snap-on, third party suppliers and creditors. This provision shall not create any liability on the part of Snap-on to the transferee in the event that Snap-on approves the transfer and the transferee experiences financial difficulties.

(3) All of Franchisee's monetary obligations to Snap-on (and Snap-on's subsidiaries and affiliates) and all other outstanding obligations related to the franchise (including, but not limited to, bills from suppliers, taxes, judgments and any required governmental reports, returns, affidavits or bonds) shall have been satisfied. Snap-on reserves the right to require that a reasonable sum of money be placed in escrow to ensure that all such obligations will be satisfied. Franchisee shall also be in compliance with all provisions of this Agreement, any amendment to this Agreement or successor agreement, or any other agreement between Franchisee and Snap-on or its subsidiaries and affiliates.

(4) Franchisee, and each of its owners if a Corporate Franchisee, shall execute a general release, in a form satisfactory to Snap-on, of any and all claims against Snap-on and its subsidiaries and affiliates and their respective past and present officers, directors, shareholders, agents and employees, in their corporate and individual capacities, including, without limitation, claims arising under federal, state and local laws, rules and ordinances, and claims arising out of, or relating to, this Agreement, any other agreements between Snap-on, Snap-on Credit, their subsidiaries and affiliates and Franchisee and Franchisee's operation of the franchise, but excluding any claims the release of which is prohibited by applicable law.

(5) Franchisee shall execute all agreements necessary, in Snap-on's sole business judgment, to accomplish the transfer and assumption of obligations under this Agreement. Franchisee shall also provide Snap-on with whatever information and/or documentation regarding the transfer that Snap-on shall request and shall comply with Snap-on's other reasonable requirements related to the transfer.

(6) Transferee shall:

a. Demonstrate to Snap-on's satisfaction that it meets Snap-on's managerial, operational and business standards for a new franchisee; possesses a good moral character, business reputation, and credit rating; has the aptitude and ability to operate the franchise (as may be demonstrated by prior related business experience or otherwise); and has adequate financial resources and capital to operate the franchise; and

b. Execute Snap-on's then-current form of Standard Franchise Agreement and other ancillary agreements (all of which may differ from this Agreement and the ancillary agreements signed by the original Franchisee) as Snap-on may require; and

c. Successfully complete Snap-on's initial training program required for all new franchisees; and

d. Pay Snap-on a transfer fee, in effect at the time of the transfer, to reimburse Snap-on for its legal, training, and other expenses in connection with the transfer of the franchise; and

e. Execute all agreements necessary in Snap-on's sole business judgment to accomplish the transfer and assumption of obligations under this Agreement. Transferee shall also provide Snap-on with whatever information and/or documentation regarding the transfer that Snap-on shall request and shall comply with Snap-on's other reasonable requirements related to the transfer.

Snap-on's consent to a transfer shall not constitute a waiver of any claims it may have against Franchisee or its owners if Franchisee is a Corporate Franchisee, nor shall it be deemed a waiver of Snap-on's right to demand exact compliance with any of the terms of this Agreement by transferee, nor shall it be deemed a waiver of Snap-on's continuing right to give or withhold consent to any future transfers.

Franchisee shall provide transferee with information regarding the franchise being transferred and the customers to be served, as well as take all other steps that may be reasonably required to effect an orderly transition of the franchise.

C. Transfer to Franchisee's Corporation or Limited Liability Company ("LLC"). In the event Franchisee desires to transfer this Agreement to a Corporate Franchisee, Franchisee must obtain Snap-on's prior written consent, which, in Snap-on's sole business judgment, may be conditioned on the following requirements:

(1) The individual Franchisee shall own in excess of fifty percent (50%) of all of the stock or membership interest of the Corporate Franchisee and may transfer any such stock or interest only in accordance with Section 18.B.; and

(2) Unless prohibited by applicable law, each stock certificate or other evidence of ownership interest of the Corporate Franchisee shall have conspicuously endorsed upon its face the following legend: "Transfer or assignment of the stock or ownership interest of this company is restricted by the Snap-on Tools Standard Franchise Agreement between the Corporate Franchisee and Snap-on Tools Company LLC"; and

(3) The individual Franchisee and the Corporate Franchisee shall execute an assignment document in the form specified by Snap-on, which shall contain personal guarantees by the individual Franchisee of the obligations contained in this Agreement and all other agreements between Snap-on (including subsidiaries and affiliates) and the individual Franchisee and/or the Corporate Franchisee, and which assignment document shall provide that the term "Franchisee" as used in this Agreement shall include the guarantor of the Corporate Franchisee's obligations; and

(4) Copies of the following documents shall have been delivered to Snap-on at least ten (10) days prior to the assignment: (a) the Corporate Franchisee's Articles of Incorporation, by-laws, Articles of Formation, Membership Agreement or other governing documents that Snap-on may request; (b) a photocopy of a stock certificate or other evidence of membership interest containing the legend required by Section 18.C.(2); (c) a copy of the resolution of the Corporate Franchisee's Board of Directors, Board of Members or other governing board authorizing the assumption of this Agreement, which shall be certified as correct by the Secretary of a corporation or a Member of a limited liability company; (d) such other documents that Snap-on may request; and

(5) The Corporate Franchisee shall grant Snap-on a security interest to secure the Corporate Franchisee's obligations to Snap-on to the same extent as set forth in Section 9, above, including the execution of any documents deemed appropriate by Snap-on to perfect a security interest in the collateral described in Section 9.

Franchisee agrees that the activities of the Corporate Franchisee shall be limited to the operation of the franchise and any other use of the Corporate Franchisee by Franchisee shall be considered a default under this Agreement.

D. Snap-on's Right of First Refusal. If Franchisee desires to sell, transfer or assign all of Franchisee's interest in the franchise, and enters into a bona fide agreement with a third-party buyer, Franchisee shall deliver a true and complete copy of the same to Snap-on. Snap-on shall have the right to purchase Franchisee's interest in the franchise by paying Franchisee an amount equal to the current value of the purchase price agreed to between Franchisee and the third-party buyer. Snap-on shall have thirty (30) days in which to notify Franchisee that it will exercise its right of first refusal and sixty (60) days to approve Franchisee's sale of the franchise. This time period begins upon Franchisee's delivery of all information and documentation requested by Snap-on from Franchisee necessary to evaluate the offer and the sale of the franchise, including an enforceable contract to purchase all of Franchisee's interest in the franchise. If Snap-on accepts any such offer, it shall be entitled to offset against the purchase price paid to Franchisee any monies owed by Franchisee to Snap-on, Snap-on Credit or their subsidiaries and affiliates.

If Snap-on does not advise Franchisee of its acceptance or rejection of the offer within the specified thirty (30) day period then Snap-on is presumed to have declined to purchase the franchise from Franchisee. If Snap-on fails to advise Franchisee of its approval or disapproval of Franchisee's sale of the franchise within the specified sixty (60) day period then, provided Franchisee and buyer comply with all contractual requirements and conditions required for a transfer, Franchisee may sell, transfer or assign Franchisee's interest, but not at a lower price, nor on more favorable terms, than those presented to Snap-on. In no event shall Franchisee offer any interest for sale, transfer or assignment at public auction, nor at any time shall an offer be made to the public to sell, transfer or assign such interest through an advertisement, either in the newspapers or otherwise, without Snap-on's prior written consent to such advertisement or publication. Franchisee's failure to close any approved sale within 120 days following Franchisee's receipt of a statement acknowledging Snap-on's receipt of an enforceable contract to purchase all of Franchisee's interest in the Franchisee or the franchise, as well as any information and documentation requested by Snap-on from Franchisee necessary to evaluate the offer and the sale of the franchise will immediately revive Snap-on's right of first refusal.

19. Termination by Franchisee. Franchisee may terminate this Agreement by written notice to Snap-on if Snap-on fails to cure any default of Snap-on's obligations under this Agreement within thirty (30) days after Franchisee provides Snap-on with written notice of default.

20. Termination by Snap-on.

A. Automatic Termination Without Notice. Snap-on may, at its option, without prejudice to any and all other rights and remedies it may have under this Agreement or under applicable law, terminate this Agreement without notice to Franchisee:

(1) If Franchisee is adjudicated a bankrupt or becomes insolvent, or has a trustee or receiver appointed by a court of competent jurisdiction for all or any part of Franchisee's property; or

(2) If a plan of liquidation, reorganization, composition or arrangement of Franchisee's affairs is sought to be instituted for or against Franchisee, whether or not the same is subsequently approved by a court of competent jurisdiction, it being understood that in no event shall this

Agreement or any right or interest hereunder be deemed to be an asset in any insolvency, receivership, bankruptcy, composition, liquidation, arrangement or reorganization proceeding; or

(3) If a proceeding is filed under any bankruptcy laws or other similar laws and such proceeding is not dismissed within ninety (90) days after filing; or

(4) If Franchisee makes a general assignment for the benefit of creditors; or

(5) Upon the death or incapacity of Franchisee (or the Designated Owner of a Corporate Franchisee), subject to the provisions of Snap-on's survivorship policy as in effect on the date of death of Franchisee or Designated Owner; or

B. Termination Upon Notice. Franchisee shall be deemed in default under this Agreement and Snap-on may, at its option, without prejudice to any and all other rights and remedies it may have under this Agreement or under applicable law, terminate this Agreement effective upon Franchisee's receipt of written notice of termination, in the following instances:

(1) If Franchisee fails to satisfy any material judgment against Franchisee within thirty (30) days after the judgment is entered and becomes final; or

(2) If Franchisee falsifies any report required to be furnished Snap-on or Snap-on Credit, or has made a material misrepresentation in connection with the approval of Franchisee as a franchisee, or engages in conduct involving dishonesty in dealing with Snap-on or Snap-on Credit; or

(3) If Franchisee fails to operate the franchise business on any ten (10) weekdays during any sixty (60) consecutive day period, unless such business cessation is authorized under the Snap-on Program or is otherwise approved in writing in advance by Snap-on; or

(4) If Franchisee or Designated Owner is convicted of, or pleads nolo contendere to, a felony charge as defined in the applicable law; a crime involving moral turpitude; or any other crime or offense, including any misdemeanor, that is reasonably likely, in the sole opinion of Snap-on, to adversely affect the Snap-on Program, the Trademarks, the goodwill associated with the Trademarks or the Snap-on Program, Snap-on's interest in the Trademarks or the Snap-on Program, or the reputation of Snap-on; or, if Franchisee, after notice from Snap-on to cease such activity, engages in conduct that is reasonably likely, in the sole opinion of Snap-on, to adversely affect the Snap-on Program, the Trademarks, the goodwill associated with the Trademarks or the Snap-on Program, Snap-on's interest in the Trademarks or the Snap-on Program, or the reputation of Snap-on whether or not such conduct is in violation of any law; or

(5) If, in Snap-on's reasonable determination the continued operation of the franchise by the Franchisee will result in a threat or danger to public health or safety; or

(6) If Franchisee engages in public conduct that reflects materially and unfavorably upon the operation of the Snap-on Program, the reputation of the Snap-on Program, or the goodwill associated with the Snap-on name; or

(7) If Franchisee:

a. sells **Products** to a customer located at a stop on another franchisee's list of calls, unless Franchisee agrees, within ten (10) days after request by Snap-on, to credit such sale(s) to the other franchisee or to Snap-on; or

b. sells, or offers for sale, directly or indirectly, by any means of general publication or computer medium, such as newspaper, magazine, periodical, television, radio or other broadcast medium, or by means of the Internet or any other computer network system or service, any **Products** to any customer not located at a stop on Franchisee's List of Calls, whether or not such sales are

subsequently credited to another franchisee and whether or not such customers are located at a stop on any other franchisee's list of calls; or

c. after notice from Snap-on to cease such activity, sells, or offers for sale by any means other than those specified in 20.B(7)b., any **Products** to any customer not located at a stop on Franchisee's List of Calls, whether or not such sales are subsequently credited to another franchisee or Snap-on and whether or not such customers are located at a stop on any other franchisee's list of calls; or

(8) If Franchisee fails to satisfactorily complete Snap-on's initial training program as determined by Snap-on in its reasonable judgment, or

(9) If Franchisee fails to complete all of the following within ten (10) days after the Effective Date of this Agreement: pay Snap-on the Initial License Fee; commit to purchase or lease a van that complies with specifications contained in the Snap-on Program; pay Snap-on the RA Deposit (if required); and pay Snap-on for the initial inventory of **Products** in the approximate amount between Seventy-Two Thousand Dollars (\$72,000) and Seventy-six Thousand Dollars (\$76,000) at franchisee's cost, or in the case of a Franchisee purchasing the franchise through Snap-on's Transfer Program, evidence of the ownership of an initial inventory of new and saleable **Products** in the approximate amount between Seventy-Two Thousand Dollars (\$72,000) and Seventy-Six Thousand Dollars (\$76,000) at franchisee cost; or

(10) If Franchisee receives a written notice of immediate termination under any other written agreement with Snap-on or Snap-on Credit (or any of their subsidiaries or affiliates) or remains in default beyond the applicable cure period under any other written agreement with Snap-on or Snap-on Credit (or any of their subsidiaries or affiliates), including without limitation the Loan and Security Agreement or the Franchisee Servicing Agreement; or

(11) If Franchisee discloses or uses the contents of the Snap-on Program or other trade secrets or confidential or proprietary information provided to Franchisee by Snap-on, contrary to the provisions of Section 15; or

(12) If Franchisee has received two (2) or more notices of default within the previous twelve (12) months, Snap-on shall be entitled to send Franchisee a notice of termination upon the next default of Franchisee under this Section 20.B. without providing Franchisee an opportunity to correct the default; or

(13) If any purported assignment or transfer of any interest in this Agreement, Franchisee or the franchise business (other than an interest in the van, inventory, or accounts receivable as security for borrowing to finance the operation of the franchise or to Snap-on Credit or its assigns in the ordinary course of Franchisee's business) occurs, by operation of law or otherwise, without the prior written consent of Snap-on, as required in Section 18.B.

(14) If Franchisee, in the reasonable belief of Snap-on, is unable to perform its duties under this Agreement, and such inability to perform continues for a period of 30 days.

C. Termination Upon Expiration of Cure Period.

(1) Except for those items listed in preceding Sections 20.A.-B., Franchisee shall have thirty (30) days after written notice of default from Snap-on within which to remedy any default under this Agreement, including, but not limited to, those items set forth below as a. through e. of this Section 20.C.(1), and provide evidence of that remedy to Snap-on. If any such default is not cured within that time, this Agreement shall terminate without further notice to Franchisee effective immediately upon expiration of that time, unless Snap-on shall notify Franchisee otherwise in writing.

a. Failure by Franchisee to comply with any of the requirements imposed by this Agreement, as supplemented by the Snap-on Program from time to time, including the Operations Manual, or to carry out the terms of this Agreement in good faith; or

b. Failure of Franchisee to submit when required any reports pertaining to the franchise; or

c. Failure of Franchisee to, at all times, act in a competent, fair, honest, ethical and courteous manner in accordance with the image and reputation of Snap-on and the Snap-on Program, and maintain a neat and clean appearance; or

d. Failure of Franchisee to use Franchisee's best efforts to promote aggressively and develop fully the sales of **Products** at stops on the List of Calls; or

e. Failure of Franchisee to call on every potential customer at stops on the List of Calls at least once a week, unless certain exceptions are granted by Snap-on in writing. If Franchisee receives notice of default for failure to call on every potential customer at least once a week, Franchisee may only cure such default by submitting such documentation of cure as Snap-on shall require, which Snap-on may verify by such means as it shall determine.

(2) Notwithstanding the provisions of preceding Section 20.C.(1), if Franchisee defaults in the payment of any monies owed to Snap-on (or any subsidiary or affiliate of Snap-on) when such monies become due and payable, whether pursuant to this Agreement or otherwise, and Franchisee fails to pay such monies within ten (10) days after written notice of default from Snap-on, then, unless Snap-on shall notify Franchisee otherwise in writing, this Agreement shall terminate without prejudice to any and all other rights and remedies Snap-on may have under this Agreement or under applicable law.

D. Non-waiver. Termination of this Agreement shall not prejudice any and all other rights and remedies Snap-on may have under this Agreement, any other written agreement between Franchisee and Snap-on or any subsidiary or affiliate of Snap-on under applicable law.

E. Statutory Limitations. Notwithstanding the provisions of preceding Sections 20.A.-D., in the event any valid, applicable law or regulation of a competent governmental authority having jurisdiction over the franchise granted by this Agreement requires a notice or cure period prior to termination longer than set forth in preceding Sections 20.A.-C., this Agreement shall be deemed amended to conform to the minimum notice or cure period required by such applicable law or regulation.

21. Effect of Expiration or Termination. Upon the expiration or termination of this Agreement for any reason, Franchisee shall cease to be an authorized Snap-on franchisee and the parties shall do the following:

A. Franchisee immediately shall pay Snap-on all sums due and owing to Snap-on or any subsidiary or affiliate of Snap-on; and

B. Franchisee shall continue to abide by the restrictions contained in Section 15 and shall not, directly or indirectly, take any action which violates those restrictions; and

C. Franchisee promptly shall return to Snap-on all copies of Operations Manuals and any other manuals furnished to Franchisee, together with all other materials containing trade secrets, operating instructions or business practices of the Snap-on Program; and

D. Franchisee immediately shall discontinue all use of the Trademarks and of any and all signs, paper goods or any other objects bearing the Trademarks, or any reference whatsoever thereto; remove the Trademarks from clothing, materials, motor vehicles and other equipment owned or used by Franchisee in the conduct of the franchise (except **Products**); cancel all advertising that contains the Trademarks (including telephone directory listings); and take such action as may be necessary to cancel any filings or registrations that contain any Trademarks; and

E. Franchisee promptly shall execute any and all documents reasonably requested by Snap-on that are necessary to effectuate termination of Franchisee's license and interest in and to the use of the Trademarks and the Snap-on Program; and

F. Franchisee shall cease to: (i) operate or do business under any name or in any manner that might tend to give the impression that this Agreement is still in force or that Franchisee is connected in any way with Snap-on, or has any right to use the Snap-on Program or the Trademarks; and (ii) make use of, or avail itself of, any of the trade secrets of, or information received from, Snap-on or disclose or reveal any such information or any portion thereof to anyone not employed by Snap-on or its franchisees; and

G. If Franchisee and Snap-on agree in writing to settle all accounts and resolve any outstanding issues between them (which agreement will include a mutual general release, including a general release from all owners of a Corporate Franchisee, of all claims the release of which is not prohibited by applicable law), Snap-on shall repurchase from Franchisee all **Products** purchased by Franchisee from Snap-on (except for **Products** no longer manufactured and/or distributed by Snap-on and **Products** specially made or ordered for Franchisee or Franchisee's customers) that are in new, unused and saleable condition (as determined by Snap-on in its sole business judgment) and delivered to Snap-on within fifteen (15) days after termination of this Agreement. The purchase price for all **Products** in new, unused and saleable condition shall be the current price Snap-on charges its franchisees for such **Products**. Snap-on shall have the option, but not the obligation, to repurchase, at a price separately negotiated with Franchisee, **Products** that are not in new, unused and saleable condition, that are no longer manufactured and/or distributed by Snap-on or that were specially made or ordered for Franchisee or specified customers. Snap-on shall be entitled to offset against the monies payable to Franchisee for repurchase of any **Products** all monies owed to Snap-on (or any subsidiaries or affiliates of Snap-on) by Franchisee, including for up to sixty (60) days: (i) any unpaid Open Account amounts; and (ii) Franchisee's obligations under Extended Credit Contracts assigned to Snap-on (or any subsidiaries or affiliates of Snap-on) by Franchisee as provided in the Franchisee Servicing Agreement or Dealer Servicing Agreement between Franchisee and Snap-on Credit (Snap-on may offset amounts due Snap-on Credit and remit same to Snap-on Credit); and

H. Franchisee may offer to sell some or all of Franchisee's Revolving Accounts ("RAs") to Snap-on or its designee. Snap-on or its designee shall have the option, but not the obligation, to purchase some or all of the RAs offered by Franchisee. The purchase price for the RAs shall be equal to seventy-five percent (75%) of the balance due of each RA being sold unless otherwise agreed to by the parties. Snap-on shall be entitled to offset against payments for RA purchases all monies owed to Snap-on (or any subsidiaries or affiliates of Snap-on) by Franchisee, including for up to sixty (60) days: (i) any unpaid Open Account amounts; and (ii) Franchisee's obligations under Extended Credit Contracts assigned to Snap-on (or any subsidiaries or affiliates of Snap-on) by Franchisee, as provided in the Franchisee Servicing Agreement or Dealer Servicing Agreement between the Franchisee and Snap-on Credit (Snap-on may offset amounts due Snap-on Credit and remit same to Snap-on Credit); and

I. Unless a termination agreement (agreed to between the parties according to Section 21.G.) provides otherwise, Franchisee and Snap-on agree that termination of this Agreement under any circumstances shall not impair, release, or extinguish any debt, obligation, or liability of Franchisee to Snap-on that may have accrued during the term of this Agreement, including any debt, obligation, or

liability that was the cause of termination or arose out of such cause and that the security interest granted to Snap-on by Franchisee under this Agreement shall continue in full force and effect until all such debts, obligations and liabilities of Franchisee to Snap-on have been fully discharged by Franchisee. All promises and agreements of Franchisee that are to be performed after the termination of this Agreement shall survive termination; and

J. Franchisee shall comply with all of Franchisee's obligations under the Loan and Security Agreement (if applicable) and the Franchisee Servicing Agreement or Dealer Servicing Agreement.

22. Covenant Not to Compete.

A. During the term of this Agreement, Franchisee and all owners of a Corporate Franchisee shall not individually, or in conjunction with any other person or in any manner or capacity, directly or indirectly, carry on or be engaged in, concerned with or interested in, financially or otherwise, or advise in the establishment or operation of, any business involved in the sale of (a) tools, equipment, merchandise or services to automobile dealerships, independent repair shops, marinas or body shops, or (b) any other products or merchandise that would compete with the **Products**. Notwithstanding the above, Franchisee or the owners of a Corporate Franchisee shall not be prohibited from owning shares of a class of securities listed on a stock exchange or traded on the over-the-counter market that represent less than three percent (3%) of the number of shares of that class of securities issued and outstanding.

B. For the period of time set forth below following termination or expiration of this Agreement, Franchisee and all owners of a Corporate Franchisee shall not directly or indirectly solicit or sell any mechanic's tools, automotive service equipment, or related products that would compete with Snap-on **Products** to any customer at any stop listed on Franchisee's List of Calls that was in effect at the time of such termination or expiration. This restriction applies for either 12 months or the length of time this Agreement plus the time any other franchise agreement between Franchisee and Snap-on was in effect, whichever is shorter. Franchisee and all owners of a Corporate Franchisee agree to this restriction in consideration of the rights granted by this Agreement.

23. Approvals and Waivers. No waiver by any party of any provision of this Agreement shall be deemed a waiver of any other provision of this Agreement or of any subsequent breach by any other party of the same or another provision. Any party's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of the other party's consent to or approval of any subsequent act. Snap-on and Franchisee shall not be deemed to have waived or impaired any right, power or option reserved by this Agreement by virtue of: any custom or practice of the parties at variance with the terms hereof; any failure, refusal or neglect of Snap-on or Franchisee to exercise any right under this Agreement or to insist upon exact compliance by the other with its obligations hereunder, including, without limitation, any mandatory specification, standard or operating procedure; any waiver, forbearance, delay, failure or omission by Snap-on to exercise any right, power or option, whether of the same, similar or different nature, with respect to any other Snap-on franchisee; or Snap-on's acceptance of any payments from Franchisee after any breach by Franchisee of this Agreement.

Snap-on and Franchisee may by written instrument unilaterally waive or reduce any obligation of or restriction upon the other under this Agreement, effective upon delivery of written notice thereof to the other or such other effective date stated in the notice of waiver. Any waiver granted by Snap-on shall be without prejudice to any other rights Snap-on may have, will be subject to Snap-on's continuing review and may be revoked, in Snap-on's sole business judgment, at any time and for any reason, effective upon delivery to Franchisee of ten (10) days prior written notice.

24. Indemnification.

A. Franchisee shall, at all times, indemnify, defend (with counsel selected by Snap-on), and hold harmless (to the fullest extent permitted by law) Snap-on, its affiliates, successors and assigns

and their respective past and present directors, officers, employees, agents and representatives (collectively "Indemnitees") from and against all "losses and expenses" (as defined below) incurred in connection with any action, suit, proceeding, claim, demand, investigation or inquiry (formal or informal) by or against Indemnitees or any settlement thereof (whether or not a formal proceeding or action had been instituted), arising out of or resulting from or connected with operation of the franchise, except (i) claims for bodily injury or property damage caused solely by a manufacturing or design defect in a **Product** that could not have been discovered by Franchisee prior to sale or (ii) claims for breach of warranty relating to **Products** purchased from Snap-on that are not, in whole or in part, the result of Franchisee's sales, service or repair practices or conduct. Franchisee promptly shall give Snap-on notice of any such action, suit, proceeding, claim, demand, inquiry or investigation filed or instituted against Franchisee and, upon request, shall furnish Snap-on with copies of any documents from such matters as Snap-on reasonably may request.

B. As used in this Section, the phrase "losses and expenses" shall include, but not be limited to, all losses; compensatory, exemplary and punitive damages; fines; charges; costs; expenses; attorneys' fees; court costs; settlement amounts; judgments; compensation for damages to Snap-on's reputation and goodwill; costs of, or resulting from, delays; financing; costs of advertising material and media time/space and the costs of changing, substituting or replacing the same; and any and all expenses of recall, refunds, compensation, public notices and other such amounts incurred in connection with the matters described.

25. Dispute Resolution.

A. Mediation. Except as otherwise provided in Section 25.C., any controversy or dispute arising out of, or relating to the termination of Franchisee's franchise business or the termination or nonrenewal of this Agreement including, but not limited to, any claim by Franchisee, or any person in privity with or claiming through, on behalf of or in the right of Franchisee must be submitted to non-binding mediation prior to any matter being submitted to arbitration. This provision applies only to controversies and disputes that are specific to Franchisee, or any person in privity with or claiming through, on behalf of or in the right of Franchisee and not to issues that effect Snap-on franchisees generally. Any such mediation will be held within 30 days after a demand for mediation is made by either party by notice to the other party. The mediation will be conducted in the state in which Franchisee resides.

The mediator will be selected by Snap-on and be someone knowledgeable with the Snap-on business. Franchisee may be accompanied at the mediation by anyone of Franchisee's choosing. If Franchisee elects not to be represented by counsel, Snap-on will also participate in the mediation without counsel. Snap-on will pay the costs of the mediator and location at which the mediation takes place.

B. Arbitration. Except as otherwise provided in Section 25.C., any controversy or dispute arising out of, or relating to Franchisee's franchise business or this Agreement including, but not limited to, any claim by Franchisee, or any person in privity with or claiming through, on behalf of or in the right of Franchisee, concerning the entry into, performance under, nonrenewal of, or termination of, this Agreement; any claim against a past or present employee, officer, director, agent or affiliate of Snap-on; any claim of breach of this Agreement; and any claims arising under state or federal laws, including any statutes, rules, or regulations, shall be submitted to final and binding arbitration as the sole and exclusive remedy for any such controversy or dispute. Persons in privity with or claiming through, on behalf of or in the right of Franchisee include, but are not limited to, spouses and other family members, heirs, executors, representatives, shareholders, members, successors and assigns. In no event shall persons in privity include other Snap-on franchisees who have signed separate franchise agreements with Snap-on.

As a condition of submitting a controversy or dispute regarding the termination of Franchisee's franchise business or the termination or nonrenewal of this Agreement to arbitration, the parties must have participated in and failed to resolve the controversy or dispute through mediation, or the party filing the arbitration has made himself available to participate, but the party against whom the arbitration is filed refused to participate or otherwise failed to make himself available to participate in the mediation process within the prescribed time. Unless prohibited by applicable law, any claim shall be made by filing a written demand for arbitration within one (1) year following the conduct, act or other event or occurrence first giving rise to the claim; otherwise, the right to any remedy shall be forever barred.

The right and duty of the parties to this Agreement to resolve any disputes by arbitration shall be governed exclusively by the Federal Arbitration Act, as amended, and arbitration shall take place according to the commercial arbitration rules of the American Arbitration Association in effect as of the date the demand for arbitration is filed. The arbitration shall be held at the office of the American Arbitration Association nearest the Snap-on Regional Sales Office to which Franchisee was assigned most recently prior to the demand for arbitration; provided, however, if such office is outside the state in which the Franchisee resides, Franchisee may cause the arbitration to be held within Franchisee's state of residence at a place mutually convenient to the parties and the arbitrator.

The arbitration shall proceed before a single arbitrator. The arbitrator shall be chosen by the striking method from a panel of neutral arbitrators provided by the American Arbitration Association. If the amount claimed by the party filing for arbitration both in the original demand for arbitration and in any amendment is less than Seventy-five Thousand Dollars (\$75,000.00), Snap-on shall pay the fees and expenses of the arbitrator and filing fees and costs charged by the American Arbitration Association up to a maximum of Seven Thousand Five Hundred Dollars (\$7,500.00). Any amount in excess of Seven Thousand Five Hundred Dollars (\$7,500.00) will be split equally by the parties. If the amount of the claim filed either in the original demand for arbitration or by amendment is for Seventy-five Thousand Dollars (\$75,000.00) or more, the parties agree to split equally the fees and expenses of the arbitrator and the filing fees and costs charged by the American Arbitration Association.

Unless otherwise agreed by the parties or ordered by the arbitrator, pre-hearing discovery in any arbitration is limited to the following: (1) production of all documents that will be introduced at the hearing; (2) production of written or recorded statements that a party intends to introduce at the hearing; (3) production of all documents relied upon by experts who will testify at the hearing; (4) production by Franchisee of tax returns filed by Franchisee (including tax returns for a Designated Owner if Franchisee is a corporation or limited liability company) for the last three (3) tax years; (5) production by Snap-on of Franchisee's statements of account balance with Snap-on for three (3) years prior to the filing of the arbitration; and (6) not more than two depositions per side.

Each party further agrees that, unless such a limitation is prohibited by applicable law, the other party shall not be liable for punitive or exemplary damages and the arbitrator shall have no authority to award the same. The award or decision by the arbitrator shall be final and binding on the parties and may be enforced by judgment or order of a court having subject matter jurisdiction in the state where the arbitration took place. The parties consent to the exercise of personal jurisdiction in the state where the arbitration took place. The parties consent to the exercise of personal jurisdiction over them by such courts for the purpose of carrying out this provision; and they waive any objections that they would otherwise have to the same.

Unless prohibited by applicable law, (i) no arbitration under Section 25 shall include, by consolidation, joinder, class action or in any other manner, any person other than Franchisee and Snap-on and any other person in privity with or claiming through, in the right of or on behalf of Franchisee or Snap-on, unless both Franchisee and Snap-on consent in writing, and (ii) no finding or stipulation of fact in any other arbitration, judicial or similar proceeding shall be given preclusive or

collateral estoppel effect in any arbitration hereunder, and no conclusion of law in any other arbitration shall be given any weight in any arbitration hereunder, except to the extent such finding, stipulation or conclusion may have been determined in another proceeding between Franchisee and Snap-on or any person in privity with or claiming through, in the right of or on behalf of Franchisee or Snap-on. The parties agree to arbitrate only controversies and disputes that are specific to Franchisee, or any person in privity with or claiming through, on behalf of or in the right of, Franchisee and not issues that affect Snap-on franchisees generally as a class action or otherwise. In no event shall the arbitrator have the right, power, jurisdiction or contractual authority to award any damages or relief in excess of or in addition to those damages suffered specifically by the parties to the arbitration.

In the event any provision in this Section 25, other than the prohibition against consolidation, joinder and class action, is determined to be legally invalid or unenforceable under the law applicable in a particular case, then it is the intention of the parties to this Agreement that such provision be deemed inoperative and stricken from this Agreement, and that the remainder of this Section 25, to the extent not legally invalid or unenforceable under applicable law, be enforced as written as if the invalid or unenforceable provision or provisions had not been included in this Section 25. If the prohibition against consolidation, joinder and class action is determined to be legally invalid or unenforceable in a particular case, then it is the intent of the parties that the case shall proceed only in any federal court of competent jurisdiction, or in the event there is no jurisdiction in a federal court, then in that situation only, the case shall proceed in a state court of competent jurisdiction.

C. Provisional Remedies. Each party shall have the right to seek from an appropriate court provisional remedies including, but not limited to, temporary restraining orders, preliminary injunctions or replevin orders before, during or after arbitration. Neither party need await the outcome of the arbitration before seeking provisional remedies. Seeking any such remedies shall not be deemed to be a waiver of either party's right to compel arbitration. Any such action shall be brought by Snap-on or Franchisee in the county (or similar political unit) or federal judicial district where Franchisee resides, or where any property that may be the subject of the action is located. The parties consent to the exercise of personal jurisdiction over them by courts located there and to the propriety of venue in such courts for the purpose of carrying out this provision; they waive any objections that they would otherwise have to the same; and they waive the right to have any such action decided by a jury.

26. Entire Agreement. Snap-on and Franchisee each acknowledge and warrant to each other that they wish to have all terms of this business relationship defined in this written Agreement. Neither Snap-on nor Franchisee wishes to enter into a business relationship with the other in which any terms or obligations are the subject of alleged oral statements or in which oral statements serve as the basis for creating rights or obligations different than or supplementary to the rights and obligations set forth herein. Accordingly, Snap-on and Franchisee agree that this Agreement, together with any other documents or agreements executed by the parties contemporaneously hereto, supersede and cancel any prior and/or contemporaneous discussions (whether described as representations, inducements, promises, agreements or any other term) between Snap-on or anyone acting on its behalf and Franchisee or anyone acting on its behalf, which might be taken to constitute agreements, representations, inducements, promises or understandings (or any equivalent to such terms) with respect to the relationship between the parties, and Snap-on and Franchisee each agree that they have placed, and will place, no reliance on any such discussion. This Agreement, together with any other documents or agreements executed by the parties in connection with the franchise, constitutes the entire agreement between the parties and contains all of the terms, conditions, rights and obligations of the parties with respect to any aspect of the relationship between the parties. No further franchise rights or offer of franchise rights have been promised to Franchisee and no such franchise rights or offer of franchise rights shall come into existence, except by means of a separate writing, executed by a duly authorized person on behalf of Snap-on or such other entity granting the franchise rights and specifically identified as a modification of this Agreement. Nothing in this Agreement or any related agreement is intended to disclaim the representations made by Snap-on in

the Franchise Disclosure Document provided to Franchisee. No change, modification, amendment or waiver of any of the provisions hereof shall be effective and binding upon either party unless it is in writing, specifically identified as an amendment hereto and signed by the party to be charged.

27. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the state in which the Snap-on Regional Sales Office to which Franchisee was assigned at the time this Agreement was executed is located, except to the extent that the Federal Arbitration Act shall apply in accordance with Section 25 above.

28. Effect of State Laws; Severability. Each article, paragraph, subparagraph, term, and condition of this Agreement, and any portions thereof, shall be considered severable. If, for any reason, any portion of this Agreement is determined to be invalid, contrary to, or in conflict with, any applicable present or future law, rule, or regulation in a final, unappealable ruling issued by any court, agency, or tribunal with valid jurisdiction in a proceeding to which Snap-on is a party, that ruling shall not impair the operation of, or have any other effect upon, any other portions of this Agreement; all of which shall remain binding on the parties and continue to be given full force and effect. Any invalid portion shall be deemed not to be a part of this Agreement as of the date upon which the ruling becomes final, if Franchisee is a party to such proceedings, or upon Franchisee's receipt of notice of nonenforcement from Snap-on.

29. Notices. All notices, requests, consents, or approvals required or permitted to be given hereunder shall be in writing and shall be deemed to be properly delivered immediately, if personally delivered, or five (5) business days after having been sent by United States Postal Service registered, certified, or express mail, postage prepaid, return receipt requested: (a) if to Franchisee, addressed to Franchisee or if a Corporate Franchisee, at the option of Snap-on to either the Corporate Franchisee or Designated Owner, at the address first above written or at such other address as Franchisee, or Designated Owner, may have designated from time to time by written notice to Snap-on; and (b) if to Snap-on, addressed to Snap-on at 2801 80th Street, Kenosha, Wisconsin, 53143 (marked Attention: Legal Department), or to such other person or at such other address as Snap-on may have designated from time to time by written notice to Franchisee. For purposes of notices to a Corporate Franchisee, notice given to the Designated Owner shall be deemed notice to the Corporate Franchisee and notice to the Corporate Franchisee shall be deemed notice to the Designated Owner.

30. Application of Payments from Franchisee. Notwithstanding any designation by Franchisee, Snap-on shall have the sole discretion to apply any payments made by Franchisee to Snap-on (including payments designated by Franchisee for any savings, retirement, stock purchase or similar type of accounts) to any indebtedness owed by Franchisee to Snap-on or any of Snap-on's affiliates.

31. Business Judgment. The parties hereto recognize, and for the purposes of applying and interpreting the agreement of the parties, any mediator, arbitrator or judge is affirmatively advised, that certain provisions of this Agreement describe the right of Snap-on to take (or refrain from taking) certain actions in the exercise of its business judgment based on its assessment of the overall best interests of the Snap-on Program. Where such discretion has been exercised, and is shown to be supported by the business judgment of Snap-on, it is agreed that neither a mediator nor an arbitrator nor a judge shall substitute his or her judgment as to the overall best interests of the Snap-on Program for the business judgment which was exercised by Snap-on.

32. Representations by Franchisee. FRANCHISEE (INCLUDING DESIGNATED OWNER, IF APPLICABLE) REPRESENTS, ACKNOWLEDGES AND WARRANTS TO SNAP-ON THAT:

A. THIS AGREEMENT INVOLVES SIGNIFICANT LEGAL AND BUSINESS RIGHTS AND RISKS. FRANCHISEE HAS READ THIS AGREEMENT IN ITS ENTIRETY, HAS BEEN THOROUGHLY ADVISED WITH REGARD TO THE TERMS AND CONDITIONS OF THIS

AGREEMENT BY COUNSEL OR OTHER ADVISOR(S) OF FRANCHISEE'S OWN CHOOSING, HAS HAD AMPLE OPPORTUNITY TO INVESTIGATE ALL REPRESENTATIONS MADE BY OR ON BEHALF OF SNAP-ON, AND HAS HAD AMPLE OPPORTUNITY TO CONSULT WITH CURRENT AND FORMER SNAP-ON FRANCHISEES; AND

B. FRANCHISEE HAS NOT RECEIVED FROM SNAP-ON ANY REPRESENTATION OF FRANCHISEE'S POTENTIAL SALES, EXPENSES, INCOME, PROFIT OR LOSS, AND HAS NOT RECEIVED FROM EITHER SNAP-ON, OR ANYONE ACTING ON ITS BEHALF, ANY REPRESENTATION OTHER THAN THOSE CONTAINED IN THE FRANCHISE DISCLOSURE DOCUMENT AS INDUCEMENTS TO ENTER THIS AGREEMENT; AND

C. FRANCHISEE UNDERSTANDS THAT SNAP-ON MAKES NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS THAT FRANCHISEE WILL ACHIEVE ANY DEGREE OF SUCCESS IN THE OPERATION OF THE FRANCHISE AND, WHILE SNAP-ON WILL PROVIDE FRANCHISEE WITH TRAINING, ADVICE, AND CONSULTATION AS PROVIDED IN THIS AGREEMENT AND THE OPERATIONS MANUAL, SUCCESS IN THE OPERATION OF THE FRANCHISE DEPENDS ULTIMATELY ON FRANCHISEE'S EFFORTS AND ABILITIES AND ON OTHER FACTORS, INCLUDING, BUT NOT LIMITED TO, MARKET AND OTHER ECONOMIC CONDITIONS, FRANCHISEE'S FINANCIAL CONDITION, AND COMPETITION; AND

D. ALL INFORMATION PROVIDED SNAP-ON BY FRANCHISEE IN CONNECTION WITH THE APPROVAL OF FRANCHISEE AS A FRANCHISEE IS TRUTHFUL AND ACCURATE; AND

E. FRANCHISEE UNDERSTANDS THAT SNAP-ON MAY SELL PRODUCTS TO THOSE PURCHASERS IDENTIFIED IN SECTIONS 1.D., 1.E. AND 1.F., AND THAT SNAP-ON MAY ALTER FRANCHISEE'S LIST OF CALLS IN ACCORDANCE WITH SECTION 1.C.; AND

F. FRANCHISEE UNDERSTANDS THAT, FROM TIME TO TIME, SNAP-ON MAY CHANGE OR MODIFY THE SNAP-ON PROGRAM, INCLUDING THE OPERATIONS MANUAL, AS PROVIDED IN SECTION 6, AND THAT FRANCHISEE WILL BE REQUIRED TO MAKE SUCH EXPENDITURES AS SUCH CHANGES OR MODIFICATIONS IN THE SNAP-ON PROGRAM MAY REQUIRE. SUCH CHANGES TO THE SNAP-ON PROGRAM ARE CONTEMPLATED BY THIS AGREEMENT AND DO NOT CONSTITUTE ACTION WHICH IS INCONSISTENT WITH SECTION 26 OF THIS AGREEMENT; AND

G. FRANCHISEE UNDERSTANDS THAT FRANCHISEE MAY SELL ONLY PRODUCTS AND APPROVED TOOLS AND ONLY AT THOSE LOCATIONS IDENTIFIED ON THE LIST OF CALLS, AS MODIFIED FROM TIME TO TIME, AND THAT FRANCHISEE MAY NOT SELL PRODUCTS OR APPROVED TOOLS AT OTHER LOCATIONS; AND

H. FRANCHISEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT SNAP-ON AND ITS AFFILIATES HAVE THE EXCLUSIVE UNRESTRICTED RIGHT TO SELL, OR LICENSE OTHERS TO SELL, MERCHANDISE OTHER THAN PRODUCTS (AS THAT TERM IS DEFINED IN THIS AGREEMENT) AT THOSE LOCATIONS IDENTIFIED ON THE LIST OF CALLS; AND

I. FRANCHISEE ALSO EXPRESSLY ACKNOWLEDGES AND AGREES THAT SNAP-ON AND ITS AFFILIATES SELL, OR MAY IN THE FUTURE SELL, PRODUCTS AND MERCHANDISE BEARING THE TRADEMARKS, OTHER TRADEMARKS OWNED BY SNAP-ON OR ITS AFFILIATES, AND OTHER MARKS AT LOCATIONS IN THE GEOGRAPHIC AREA NEAR THE STOPS DESCRIBED ON FRANCHISEE'S LIST OF CALLS AND ELSEWHERE, AND THAT NOTHING IN THIS AGREEMENT SHALL RESTRICT SNAP-ON OR ITS AFFILIATES FROM SO DOING; AND

J. FRANCHISEE HAS THE POWER AND AUTHORITY TO ENTER INTO THIS AGREEMENT WITHOUT THE CONSENT OF ANY OTHER PERSON AND THAT NO OTHER AGREEMENT TO WHICH FRANCHISEE IS A PARTY PROHIBITS OR IN ANY WAY RESTRICTS FRANCHISEE FROM ENTERING INTO THIS AGREEMENT OR FROM COMPLYING WITH EACH AND EVERY TERM AND CONDITION OF THIS AGREEMENT.

K. FRANCHISEE UNDERSTANDS THAT, IN THE EVENT OF A DISPUTE BETWEEN SNAP-ON AND FRANCHISEE, THE DISPUTE, AFTER MEDIATION IF REQUIRED UNDER SECTION 25.A., WILL BE SUBMITTED TO BINDING ARBITRATION AND THAT FRANCHISEE HAS WAIVED ANY RIGHT TO A JURY TRIAL AND A JUDICIAL RESOLUTION OF THE DISPUTE.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date first above written.

FRANCHISEE:

SNAP-ON:
SNAP-ON TOOLS COMPANY LLC

By: _____
Printed Name: «FullName»

By: _____
Printed Name: «RegionalManager»
Title: Regional Manager

Witness

Witness

Designated Owner:

Witness

Witness

EXHIBIT A

LIST OF CALLS

APPROVED BY: SNAP-ON TOOLS COMPANY LLC

«RegionalManager», Regional Manager

«FullName»

Date Approved

(This List of Calls will remain in effect until
superseded by an approved amendment or a new List of Calls.)

**Addendum to the
Snap-on Tools Company LLC
Standard Franchise Agreement
For Use in California**

This Addendum to the Standard Franchise Agreement dated _____, _____, between SNAP-ON TOOLS COMPANY LLC ("Snap-on") and _____ ("Franchisee") is entered into simultaneously with the execution of the Standard Franchise Agreement.

1. Section 18.D. is hereby replaced in its entirety with the following new Sections 18.D. and 18.E.:

D. Transfer Upon Death. If this Agreement is in force and effect at the time of the death of Franchisee (or the Designated Owner of a Corporate Franchisee), the surviving spouse, heirs or estate of Franchisee or the Designated Owner (collectively, "heir") shall have the right to continue operating the franchise for a reasonable period of time following such death, during which time the heir either shall make application to Snap-on to become the Franchisee (or the Designated Owner of a Corporate Franchisee), or transfer Franchisee's entire interest in Franchisee or the franchise business to a third party.

(1) In the event the heir seeks to become the Franchisee (or the Designated Owner of a Corporate Franchisee), Snap-on shall not unreasonably withhold its consent to approval of the heir, provided that the following conditions are met. The heir shall:

a. Demonstrate to Snap-on's satisfaction that the heir meets Snap-on's managerial, operational and business standards for a new franchisee; possesses a good moral character, business reputation, and credit rating; has the aptitude and ability to operate the franchise (as may be demonstrated by prior related business experience or otherwise); and has adequate financial resources and capital to operate the franchise; and

b. Execute Snap-on's then-current form of Standard Franchise Agreement and other ancillary agreements (all of which may differ from this Agreement and the ancillary agreements signed by the original Franchisee) as Snap-on may require; and

c. Successfully complete Snap-on's initial training program required for all new franchisees; and

d. Pay Snap-on a transfer fee to reimburse Snap-on for its legal, training, and other expenses in connection with the transfer of the franchise. The amount of the transfer fee shall be the amount of the transfer fee in effect at the time of the transfer; and

e. Execute all agreements necessary in Snap-on's sole business judgment to accomplish the transfer and assumption under this Agreement. The heir shall also provide Snap-on with whatever information and/or documentation regarding the transfer that Snap-on shall request and shall comply with Snap-on's other reasonable requirements related to the transfer.

(2) In the event the heir seeks to transfer Franchisee's interest in Franchisee or the franchise business to a third party, the heir may only transfer all of Franchisee's interest. Snap-on

shall not unreasonably withhold its consent to such a transfer; provided the following conditions are met:

a. The heir shall have first offered to sell the interest being transferred to Snap-on, pursuant to this Agreement, and Snap-on shall have declined to exercise its right of first refusal.

b. The terms of the sale, including the price, shall not, in Snap-on's sole business judgment, jeopardize the ability of the transferee to maintain, operate and promote the franchise and meet the financial obligations to Snap-on and other creditors. This provision shall not create any liability on the part of Snap-on to the transferee in the event that Snap-on approves the transfer and the transferee experiences financial difficulties.

c. All of Franchisee's monetary obligations to Snap-on (and Snap-on's subsidiaries and affiliates) and all other outstanding obligations related to the franchise (including, but not limited to, bills from suppliers, taxes, judgments and any required governmental reports, returns, affidavits or bonds) shall have been satisfied. Snap-on reserves the right to require that a reasonable sum of money be placed in escrow to ensure that all such obligations will be satisfied.

d. The heir shall execute a general release, in a form satisfactory to Snap-on, of any and all claims against Snap-on and its subsidiaries and affiliates and their respective past and present officers, directors, shareholders, agents and employees, in their corporate and individual capacities, including, without limitation, claims arising under federal, state and local laws, rules and ordinances, and claims arising out of, or relating to, this Agreement, any other agreements between Snap-on, Snap-on Credit, their subsidiaries and affiliates and Franchisee and Franchisee's operation of the franchise, but excluding any claims the release of which is prohibited by applicable law.

e. The heir shall execute all agreements necessary in Snap-on's sole business judgment to accomplish the transfer and assumption of obligations under this Agreement. The heir shall also provide Snap-on with whatever information and/or documentation regarding the transfer that Snap-on shall request and shall comply with Snap-on's other reasonable requirements related to the transfer.

f. The transferee shall:

1) Demonstrate to Snap-on's satisfaction that it meets Snap-on's managerial, operational and business standards for a new franchisee; possesses a good moral character, business reputation, and credit rating; has the aptitude and ability to operate the franchise (as may be demonstrated by prior related business experience or otherwise); and has adequate financial resources and capital to operate the franchise; and

2) Execute Snap-on's then-current form of Standard Franchise Agreement and other ancillary agreements (all of which may differ from this Agreement and the ancillary agreements signed by the original Franchisee) as Snap-on may require; and

3) Successfully complete at Snap-on's initial training program required for all new franchisees; and

4) Pay Snap-on a transfer fee to reimburse Snap-on for its legal, training, and other expenses in connection with the transfer of the franchise. The amount of the transfer fee shall be the amount of the transfer fee in effect at the time of the transfer; and

5) Execute all agreements necessary in Snap-on's sole business judgment to accomplish the transfer and assumption of obligations under this Agreement. Transferee shall also provide Snap-on with whatever information and/or documentation regarding the transfer that Snap-on shall request and shall comply with Snap-on's other reasonable requirements relating to the transfer.

E. Snap-on's Right of First Refusal. If Franchisee or the heir (collectively, "transferor") desires to sell, transfer or assign all of transferor's interest in the franchise, and enters into a bona fide agreement with a third-party buyer, transferor shall deliver a true and complete copy of the same to Snap-on. Snap-on shall have the right to purchase transferor's interest in the franchise by paying transferor an amount equal to the current value of the purchase price agreed to between transferor and the third-party buyer. Snap-on shall have thirty (30) days in which to notify transferor that it will exercise its right of first refusal and sixty (60) days to approve transferor's sale of the franchise. This time period begins upon transferor's delivery of all information and documentation requested by Snap-on from transferor necessary to evaluate the offer and the sale of the franchise, including an enforceable contract to purchase all of transferor's interest in the franchise. If Snap-on accepts any such offer, it shall be entitled to offset against the purchase price paid to transferor any monies owed by transferor to Snap-on, Snap-on Credit or their subsidiaries and affiliates.

If Snap-on does not advise transferor of its acceptance or rejection of the offer within the specified thirty (30) day period then Snap-on is presumed to have declined to purchase the franchise from transferor. If Snap-on fails to advise transferor of its approval or disapproval of transferor's sale of the franchise within the specified sixty (60) day period then, provided transferor and buyer comply with all contractual requirements and conditions required for a transfer, transferor may sell, transfer or assign transferor's interest, but not at a lower price, nor on more favorable terms, than those presented to Snap-on. In no event shall transferor offer any interest for sale, transfer or assignment at public auction, nor at any time shall an offer be made to the public to sell, transfer or assign such interest through an advertisement, either in the newspapers or otherwise, without Snap-on's prior written consent to such advertisement or publication. Transferor's failure to close any approved sale within 120 days following transferor's receipt of a statement acknowledging Snap-on's receipt of an enforceable contract to purchase all of transferor's interest in Franchisee or the franchise as well as any information and documentation requested by Snap-on from transferor necessary to evaluate the offer and the sale of the franchise will immediately revive Snap-on's right of first refusal.

2. Section 20.A.(5) of the Standard Franchise Agreement is amended to read as follows:

(5) Upon the incapacity of Franchisee (or the Designated Owner of a Corporate Franchisee).

3. Except as expressly modified by this Addendum, the Standard Franchise Agreement remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first above written.

FRANCHISEE:

SNAP-ON TOOLS COMPANY LLC

Individual Franchisee

By: _____

Corporate Franchisee

By: _____

Title: _____

Witness

Witness

**Addendum to the
Snap-on Tools Company LLC
Standard Franchise Agreement
For Use in Hawaii**

This Addendum to the Standard Franchise Agreement dated _____, _____, between SNAP-ON TOOLS COMPANY LLC ("Snap-on") and _____ ("Franchisee") is entered into simultaneously with the execution of the Standard Franchise Agreement.

1. Section 18.D is hereby replaced in its entirety with the following:

D. Snap-on's Right Of First Refusal. If Franchisee receives a bona fide offer and desires to sell, transfer or assign all of Franchisee's interest in this Agreement, Franchisee, or the franchise, then Franchisee shall offer the same to Snap-on in writing at the same price and on the same terms. Snap-on may accept an offer at any time within thirty (30) days after receipt. The offer to Snap-on shall state the cash value of the offer received by Franchisee, and Snap-on may exercise its purchase option by paying Franchisee such cash value. If the offer received by Franchisee involves assets other than this Agreement, the offer to Snap-on shall state the cash value of that portion of the offer related to this Agreement, and Snap-on may exercise its purchase option by paying Franchisee such cash value. The time period for Snap-on to decide whether to accept any such offer begins upon Snap-on's receipt of an enforceable contract to purchase all of Franchisee's interest in this Agreement as well as any information and documentation requested by Snap-on from Franchisee necessary to evaluate the offer and the sale of the franchise. If Snap-on accepts any such offer, it shall be entitled to offset against the purchase price paid to Franchisee any monies owed to Snap-on by Franchisee.

If Snap-on declines or does not accept any such offer within the specified period then, provided Franchisee complies with Section 18.B., Franchisee may sell, transfer or assign Franchisee's interest, but not at a lower price, nor on more favorable terms, than have been offered to Snap-on. In no event shall Franchisee offer any interest for sale, transfer or assignment at public auction, nor at any time shall an offer be made to the public to sell, transfer or assign such interest through an advertisement, either in the newspapers or otherwise, without Snap-on's prior written consent to such advertisement or publication. Franchisee's failure to close within ninety (90) days following the expiration of Snap-on's right of first refusal will immediately revive Snap-on's right of first refusal.

2. Sections 21.G. and 21.I. are hereby replaced in their entirety with the following:

G. Snap-on shall repurchase from Franchisee all Products and Approved Products purchased by Franchisee from Snap-on that are delivered to Snap-on within fifteen (15) days after termination of this Agreement. The purchase price for all Products and Approved Products in new, unused and saleable condition (as determined by Snap-on in its sole business judgment) shall be the price Snap-on charged Franchisee at the time of purchase for such items. The purchase price for Products and Approved Products that are not in new, unused and saleable condition or that were specially made or ordered for Franchisee or specified customers shall be a price separately negotiated with Franchisee. Snap-on shall be entitled to offset against the monies payable to Franchisee for repurchase of any Products or Approved Products all monies owed to Snap-on (or any subsidiaries or affiliates of Snap-on) by Franchisee, including for up to sixty (60) days: (i) any

unpaid Open Account amounts; and (ii) Franchisee's obligations under Extended Credit Contracts assigned to Snap-on (or any subsidiaries or affiliates of Snap-on) by Franchisee, as provided in the Franchisee Servicing Agreement or Dealer Servicing Agreement between Franchisee and Snap-on Credit (Snap-on may offset amounts due Snap-on Credit and remit same to Snap-on Credit); and

I. Unless a termination agreement provides otherwise, Franchisee and Snap-on agree that termination of this Agreement under any circumstances shall not impair, release, or extinguish any debt, obligation, or liability of Franchisee to Snap-on that may have accrued during the term of this Agreement, including any debt, obligation, or liability that was the cause of termination or arose out of such cause and that the security interest granted to Snap-on by Franchisee under this Agreement shall continue in full force and effect until all such debts, obligations and liabilities of Franchisee to Snap-on have been fully discharged by Franchisee. All promises and agreements of Franchisee that are to be performed after the termination of this Agreement shall survive termination; and

3. Except as expressly modified by this Addendum, the Standard Franchise Agreement remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first above written.

FRANCHISEE:

SNAP-ON TOOLS COMPANY LLC

Individual Franchisee

By: _____

Corporate Franchisee

By: _____

Title: _____

Witness

Witness

**Addendum to the
Snap-on Tools Company LLC
Standard Franchise Agreement
For Use in Illinois**

This Addendum to the Standard Franchise Agreement dated _____, _____, between SNAP-ON TOOLS COMPANY LLC ("Snap-on") and _____ ("Franchisee") is entered into simultaneously with the execution of the Standard Franchise Agreement.

1. Sections 32.B. and 32.C. are hereby deleted. Pursuant to Illinois Revised Statutes, 1987, Chapter 121 ½, Section 1741 any condition, stipulation or provision purporting to bind Franchisee to waive compliance with any provision of the Illinois Franchise Disclosure Act is void. Franchisee is not prevented from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any of the provisions of the Illinois Franchise Disclosure Act, nor from arbitrating any claim pursuant to the provisions of Title 9 of the United States Code.

2. Section 32.K. is hereby amended to read as follows: "FRANCHISEE UNDERSTANDS THAT, IN THE EVENT OF A DISPUTE BETWEEN SNAP-ON AND FRANCHISEE, THE DISPUTE, AFTER MEDIATION IF REQUIRED UNDER SECTION 25.A., WILL BE SUBMITTED TO BINDING ARBITRATION AND THAT, TO THE EXTENT ALLOWED BY LAW, FRANCHISEE HAS WAIVED ANY RIGHT TO A JURY TRIAL AND A JUDICIAL RESOLUTION OF THE DISPUTE.

3. Except to the extent the Standard Franchise Agreement is expressly amended by this Addendum, the Standard Franchise Agreement remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first above written.

FRANCHISEE:

SNAP-ON TOOLS COMPANY LLC

Individual Franchisee

By: _____

Corporate Franchisee

By: _____

Title: _____

Witness

Witness

**Addendum to the
Snap-on Tools Company LLC
Standard Franchise Agreement
For Use in Indiana**

This Addendum to the Standard Franchise Agreement dated _____, _____, between SNAP-ON TOOLS COMPANY LLC ("Snap-on") and _____ ("Franchisee") is entered into simultaneously with the execution of the Standard Franchise Agreement.

1. The first paragraph of Section 18.B. is amended to include the following language as the last sentence:

Notwithstanding the foregoing, if this Agreement is in force and effect at the time of the death of Franchisee (or the Designated Owner of a Corporate Franchisee) the surviving spouse, heirs or the estate of Franchisee or the Designated Owner shall have the right to continue operating the franchise for a reasonable period of time, not to exceed 90 days, following the death of Franchisee (or the Designated Owner of a Corporate Franchisee).

2. Section 20.A.(5) is amended to read as follows:

(5) Upon the death or incapacity of Franchisee (or the Designated Owner of a Corporate Franchisee), subject to any rights of the surviving spouse, heir or the estate of Franchisee or the Designated Owner pursuant to Section 18.B. of this Agreement.

3. Except as expressly modified by this Addendum, the Standard Franchise Agreement remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first above written.

FRANCHISEE:

SNAP-ON TOOLS COMPANY LLC

Individual Franchisee

By: _____

Corporate Franchisee

By: _____

Title: _____

Witness

Witness

**Addendum to the
Snap-on Tools Company LLC
Standard Franchise Agreement
For Use in Minnesota**

This Addendum to the Standard Franchise Agreement dated _____, ____, between SNAP-ON TOOLS COMPANY LLC ("Snap-on") and _____ ("Franchisee") is entered into simultaneously with the execution of the Standard Franchise Agreement.

1. The provisions of Minnesota Statutes Section 80C.14, Subdivision 3, 4, and 5 require, except in certain cases, that a franchisee be given 90 days notice of termination (with 60 days to cure) of the Standard Franchise Agreement. Therefore, these provisions shall apply to Minnesota franchisees.

2. The Minnesota Department of Commerce requires that franchisors indemnify Minnesota franchisees against liability to third parties resulting from claims by third parties that the Franchisee's use of Snap-on's trademarks infringes trademark rights of the third party. Therefore, Snap-on will indemnify Minnesota franchisees from these claims, provided that the franchisee gives notice to Snap-on of any such claim within ten (10) days and tenders to Snap-on defense of the claim and management of the defense, including, but not limited to, the right to compromise, settle, or otherwise resolve the claim and to decide whether to appeal any determination including the claim.

3. The Minnesota Department of Commerce requires that, unless the RA Deposit is financed by Snap-on, the balance remaining, if any, of the RA Deposit (Section 10 of the Standard Franchise Agreement) shall be refunded six months from the Effective Date of the Standard Franchise Agreement or, if applicable, from the effective date of the RA Loan Promissory Note for Franchisees participating in the RA Loan Program. The Minnesota Department of Commerce also requires that this refund, if any, not be offset against obligations of Franchisee to Snap-on. Therefore, unless the RA Deposit is financed by Snap-on, six months from the Effective Date of the Standard Franchise Agreement or, if applicable, the effective date of the RA Loan Promissory Note for Franchisees participating in the RA Loan Program, Snap-on shall refund promptly to Minnesota Franchisees the balance remaining, if any, of the RA Deposit without offset against obligations of Franchisee to Snap-on.

4. The sections of the Standard Franchise Agreement covering governing law, jurisdiction and venue and choice of forum are hereby amended to include the following language required by the State of Minnesota:

"Pursuant to Minn. Stat. 80C.21 and Minn. Rule 2860.4400J, this section shall not in any way abrogate or reduce any rights of the Franchisee as provided for in Minnesota Statutes, Chapter 80C."

5. Except to the extent the Standard Franchise Agreement is expressly amended by this Addendum, the Standard Franchise Agreement remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first above written.

FRANCHISEE:

SNAP-ON TOOLS COMPANY LLC

Individual Franchisee

By: _____

Corporate Franchisee

By: _____

Title: _____

Witness

Witness

**Addendum to the
Snap-on Tools Company LLC
Standard Franchise Agreement
For Use in North Carolina**

This Addendum to the Standard Franchise Agreement dated _____, __, between SNAP-ON TOOLS COMPANY LLC ("Snap-on") and _____ ("Franchisee") is entered into simultaneously with the execution of the Standard Franchise Agreement.

The following information is required to be included in this Agreement by North Carolina law:

1. Snap-on's agent in North Carolina authorized to receive service of process is: North Carolina Secretary of State, Legislative Office Building, Room 414, 300 N Salisbury Street, Raleigh, North Carolina, 27603-5909.
2. The approximate delivery date for Franchisee's initial inventory of Products shall be no later than thirty (30) days after Franchisee places the order for the initial inventory with Snap-on.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first above written.

FRANCHISEE:

SNAP-ON TOOLS COMPANY LLC

Individual Franchisee

By: _____

Corporate Franchisee

By: _____

Title: _____

Witness

Witness

**Addendum to the
Snap-on Tools Company LLC
Standard Franchise Agreement
For Use in North Dakota**

This Addendum to the Standard Franchise Agreement dated _____, __, between SNAP-ON TOOLS COMPANY LLC ("Snap-on") and _____ ("Franchisee") is entered into simultaneously with the execution of the Standard Franchise Agreement.

1. The North Dakota Securities Commissioner mandates that North Dakota franchisees may not be required to consent to the jurisdiction of courts outside of North Dakota. Therefore, notwithstanding Section 25.C. of this Agreement, Snap-on will only bring an action against a North Dakota franchisee in a court within the jurisdiction of the State of North Dakota.

2. The North Dakota Securities Commissioner mandates that a North Dakota franchise agreement be governed by the laws of North Dakota. Therefore, notwithstanding Section 27 of the Standard Franchise Agreement, the governing law of this Agreement shall be the laws of the State of North Dakota, except to the extent that the Federal Arbitration Act shall apply in accordance with Section 25 of the Standard Franchise Agreement.

3. Except to the extent the Standard Franchise Agreement is expressly amended by this Addendum, the Standard Franchise Agreement remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first above written.

FRANCHISEE:

SNAP-ON TOOLS COMPANY LLC

Individual Franchisee

By: _____

Corporate Franchisee
By: _____
Title: _____

Witness

Witness

**Addendum to the
Snap-on Tools Company LLC
Standard Franchise Agreement
For Use in Washington**

This Addendum to the Standard Franchise Agreement dated _____, _____, between SNAP-ON TOOLS COMPANY LLC ("Snap-on") and _____ ("Franchisee") is entered into simultaneously with the execution of the Standard Franchise Agreement.

1. Sections 18.D. and 18.E. are hereby replaced in their entirety with the following new Sections 18.D. and 18.E.:

D. Transfer upon Death. If this Agreement is in force and effect at the time of the death of a Franchisee (or the Designated Owner of a Corporate Franchisee), the surviving spouse, heirs or estate of Franchisee or the Designated Owner (collectively, "heir") shall have the right to continue operating the franchise for a reasonable period of time following such death, during which time the heir either shall make application to Snap-on to become the Franchisee (or the Designated Owner of a Corporate Franchisee), or transfer Franchisee's entire interest in Franchisee or the franchise business to a third party.

(1) In the event the heir seeks to become the Franchisee (or the Designated Owner of a Corporate Franchisee), Snap-on shall not unreasonably withhold its consent to approval of the heir, provided that the following conditions are met. The heir shall:

a. Demonstrate to Snap-on's satisfaction that the heir meets Snap-on's managerial, operational and business standards for a new franchisee; possesses a good moral character, business reputation, and credit rating; has the aptitude and ability to operate the franchise (as may be demonstrated by prior related business experience or otherwise); and has adequate financial resources and capital to operate the franchise; and

b. Execute Snap-on's then-current form of Standard Franchise Agreement and other ancillary agreements (all of which may differ from this Agreement and the ancillary agreements signed by the original Franchisee) as Snap-on may require; and

c. Successfully complete Snap-on's initial training program required for all new franchisees; and

d. Pay Snap-on a transfer fee to reimburse Snap-on for its legal, training, and other expenses in connection with the transfer of the franchise. The amount of the transfer fee shall be the amount of the transfer fee in effect at the time of the transfer; and

e. Execute all agreements necessary in Snap-on's sole business judgment to accomplish the transfer and assumption under this Agreement. The heir shall also provide Snap-on with whatever information and/or documentation regarding the transfer that Snap-on shall request and shall comply with Snap-on's other reasonable requirements related to the transfer.

(2) In the event the heir seeks to transfer Franchisee's interest, Franchisee or the franchise business to a third party, the heir may only transfer all of Franchisee's interest. Snap-on

shall not unreasonably withhold its consent to such a transfer provided the following conditions are met:

a. The heir shall have first offered to sell the interest being transferred to Snap-on, pursuant to this Agreement, and Snap-on shall have declined to exercise its right of first refusal.

b. The terms of the sale, including the price, shall not, in Snap-on's sole business judgment, jeopardize the ability of the transferee to maintain, operate and promote the franchise and meet the financial obligations to Snap-on and other creditors. This provision shall not create any liability on the part of Snap-on to the transferee in the event that Snap-on approves the transfer and the transferee experiences financial difficulties.

c. All of Franchisee's monetary obligations to Snap-on (and Snap-on's subsidiaries and affiliates) and all other outstanding obligations related to the franchise (including, but not limited to, bills from suppliers, taxes, judgments and any required governmental reports, returns, affidavits or bonds) shall have been satisfied. Snap-on reserves the right to require that a reasonable sum of money be placed in escrow to ensure that all such obligations will be satisfied.

d. The heir shall execute a general release, in a form satisfactory to Snap-on, of any and all claims against Snap-on and its subsidiaries and affiliates and their respective past and present officers, directors, shareholders, agents and employees, in their corporate and individual capacities, including, without limitation, claims arising under federal, state and local laws, rules and ordinances, and claims arising out of, or relating to, this Agreement, any other agreements between Snap-on, Snap-on Credit, their subsidiaries and affiliates and Franchisee and Franchisee's operation of the franchise, but excluding any claims the release of which is prohibited by applicable law.

e. The heir shall execute all agreements necessary in Snap-on's sole business judgment to accomplish the transfer and assumption of obligations under this Agreement. The heir shall also provide Snap-on with whatever information and/or documentation regarding the transfer that Snap-on shall request and shall comply with Snap-on's other reasonable requirements related to the transfer.

f. The transferee shall:

1) Demonstrate to Snap-on's satisfaction that it meets Snap-on's managerial, operational and business standards for a new franchisee; possesses a good moral character, business reputation, and credit rating; has the aptitude and ability to operate the franchise (as may be demonstrated by prior related business experience or otherwise); and has adequate financial resources and capital to operate the franchise; and

2) Execute Snap-on's then-current form of Standard Franchise Agreement and other ancillary agreements (all of which may differ from this Agreement and the ancillary agreements signed by the original Franchisee) as Snap-on may require; and

3) Successfully complete Snap-on's initial training program required for all new franchisees; and

4) Pay Snap-on a transfer fee to reimburse Snap-on for its legal, training, and other expenses in connection with the transfer of the franchise. The amount of the transfer fee shall be the amount of the transfer fee in effect at the time of the transfer; and

5) Execute all agreements necessary in Snap-on's sole business judgment to accomplish the transfer and assumption of obligations under this Agreement. Transferee shall also provide Snap-on with whatever information and/or documentation regarding the transfer that Snap-on shall request and shall comply with Snap-on's other reasonable requirements relating to the transfer.

E. Snap-on's Right of First Refusal. If Franchisee or the heir (collectively, "transferor") desires to sell, transfer or assign all of transferor's interest in the franchise, and enters into a bona fide agreement with a third-party buyer, transferor shall deliver a true and complete copy of the same to Snap-on. Snap-on shall have the right to purchase transferor's interest in the franchise by paying transferor an amount equal to the current value of the purchase price agreed to between transferor and the third-party buyer. Snap-on shall have thirty (30) days in which to notify transferor that it will exercise its right of first refusal and sixty (60) days to approve transferor's sale of the franchise. This time period begins upon transferor's delivery of all information and documentation requested by Snap-on from transferor necessary to evaluate the offer and the sale of the franchise, including an enforceable contract to purchase all of transferor's interest in the franchise. If Snap-on accepts any such offer, it shall be entitled to offset against the purchase price paid to transferor any monies owed by transferor to Snap-on, Snap-on Credit or their subsidiaries and affiliates.

If Snap-on does not advise transferor of its acceptance or rejection of the offer within the specified thirty (30) day period then Snap-on is presumed to have declined to purchase the franchise from transferor. If Snap-on fails to advise transferor of its approval or disapproval of transferor's sale of the franchise within the specified sixty (60) day period then, provided transferor and buyer comply with all contractual requirements and conditions required for a transfer, transferor may sell, transfer or assign transferor's interest, but not at a lower price, nor on more favorable terms, than those presented to Snap-on. In no event shall transferor offer any interest for sale, transfer or assignment at public auction, nor at any time shall an offer be made to the public to sell, transfer or assign such interest through an advertisement, either in the newspapers or otherwise, without Snap-on's prior written consent to such advertisement or publication. Transferor's failure to close any approved sale within 120 days following transferor's receipt of a statement acknowledging Snap-on's receipt of an enforceable contract to purchase all of transferor's interest in Franchisee or the franchise as well as any information and documentation requested by Snap-on from transferor necessary to evaluate the offer and the sale of the franchise will immediately revive Snap-on's right of first refusal.

2. Section 20.A.(5) is hereby amended to read as follows:

(5) Upon the incapacity of Franchisee (or the Designated Owner of a Corporate Franchisee).

3. Section 20.B.(12) is hereby amended to read as follows:

(12) If Franchisee has received three (3) or more notices of default within the previous twelve (12) months, Snap-on shall be entitled to send Franchisee a notice of termination upon the next default of Franchisee under this Section 20.B. without providing Franchisee an opportunity to correct the default; or

4. Section 27., Governing Law, is hereby amended to read as follows:

27. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington, except to the extent that the Federal Arbitration Act shall apply in accordance with Section 25 above.

5. 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.

6. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

7. The Washington Franchise Investment Protection Act, Chapter 19.100.220.(2) RCW provides as follows:

“(2) Any agreement, condition, stipulation or provision, including a choice of law provision, purporting to bind any person to waive compliance with any provision of this chapter or any rule or order hereunder is void. A release or waiver executed by any person pursuant to a negotiated settlement in connection with a bona fide dispute between a franchisee and a franchisor, arising after their franchise agreement has taken effect, in which the person giving the release or waiver is represented by independent legal counsel, is not an agreement prohibited by this subsection.”

8. 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.

9. Transfer fees are collectable to the extent that they reflect the franchisor’s reasonable estimated or actual costs in effecting a transfer.

10. Except as expressly modified by this Addendum, the Standard Franchise Agreement remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first above written.

FRANCHISEE:

SNAP-ON TOOLS COMPANY LLC

Individual Franchisee

By: _____

Corporate Franchisee
By: _____
Title: _____

Witness

Witness

APPENDIX I.1.B



SNAP-ON TOOLS GATEWAY FRANCHISE AGREEMENT

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Exhibit A - List of Calls

SNAP-ON TOOLS GATEWAY FRANCHISE AGREEMENT

THIS GATEWAY FRANCHISE AGREEMENT ("Agreement") is made as of the _____ day of _____, 20____ (the "Effective Date"), by and between SNAP-ON TOOLS COMPANY LLC, a Delaware limited liability company, whose address is 2801 80th Street, Kenosha, Wisconsin, 53143 ("Snap-on"), and «FullName», whose address is «HomeAddressLine1», «HomeCity», «HomeStateProvince» «HomeZipPostalCode» ("Franchisee").

THE PARTIES AGREE THAT:

In consideration of the agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties, intending to be legally bound, agree as follows:

1. Nature and Scope of Agreement; License and List of Calls.

A. Nature and Scope of Agreement. Snap-on, over many years, as a result of the expenditure of time, skill, effort and money, has developed and owns a program for selling and servicing high quality tools and equipment ("Snap-on Program"), as a result of which the Snap-on Program has acquired valuable goodwill and a favorable reputation. The parties agree that this valuable goodwill and favorable reputation belongs to Snap-on and while Franchisee has the benefit thereof during the time it is performing under this Agreement, Franchisee acquires no property rights in such goodwill or reputation, all of which at all times belongs to Snap-on; and

The distinguishing features of the Snap-on Program include, but are not limited to, the name "Snap-on"; the tools and equipment manufactured and/or distributed by Snap-on and made available by Snap-on for resale by its franchisees ("**Products**"); special confidential techniques for selling the **Products**; signs, emblems, trade names, trademarks, and service marks; instructional materials and training courses; and the Gateway Franchise Operations Manual and other manuals provided to Franchisee by Snap-on; all of which may be changed, improved or further developed from time to time; and

In addition to the Gateway Franchise described in this Agreement, Snap-on also offers qualifying prospective franchisees the opportunity to become a "standard franchisee" either subsequent to the expiration or termination of a Gateway Franchise Agreement, or without first entering into a Gateway Franchise Agreement. The agreement entered into by a standard franchisee is referred to as the Standard Franchise Agreement, and contains a longer term and different rights and obligations; and

Franchisee recognizes the importance to Snap-on, other franchisees, and to the public of maintaining the distinctive standards, qualities and attributes of **Products** and services identified by the Trademarks (as defined in Section 13. below) associated with the Snap-on Program and is willing to maintain those standards, qualities and attributes in the operation of a Snap-on franchise; and

Franchisee desires to obtain a license and rights to use the Snap-on Program at the List of Calls (as defined in Section 1. below), subject to the terms and conditions contained in this Agreement. Franchisee acknowledges that Snap-on has, has had and will continue to have the basic right to use and/or license the Snap-on Program as it may exist, in whole or in part, and that this basic right is not being limited or changed by the terms of this Agreement. Snap-on's exercise of those rights is not subject to the common law rules that apply to the exercise of contractual discretion. The parties recognize that over time, there may be changes in the manner in which Snap-on, its competitors and the users of its **Products** engage in business, and have recognized and addressed that possibility by explicitly defining the scope of authority granted to Franchisee as provided herein.

B. License. Snap-on grants to Franchisee the right, subject to the conditions set forth in this Agreement, to use the Snap-on Program, and to purchase **Products** from Snap-on for resale, only at those locations (sometimes referred to as "stops") identified in attached Exhibit A ("List of Calls"), as adjusted from time to time in accordance with the terms of this Agreement. Subject to the provisions of Sections 1.D., 1.E. and 1.F., during the term of this Agreement, Snap-on shall not sell, or license others to sell, **Products** at those locations identified on the List of Calls.

Franchisee shall not be entitled to use the Snap-on Program or sell **Products** at any location not identified on the List of Calls even if the location is adjacent to, or near, a location on Franchisee's List of Calls, or to any customer of Franchisee who moves to a location not identified on the List of Calls. If Franchisee desires to use the Snap-on Program or sell **Products** at any location not identified on the List of Calls, Franchisee shall notify Franchisee's primary Snap-on field management contact and request that the additional location(s) be added to the List of Calls. Snap-on, in its sole business judgment, which will not be unreasonably withheld, shall determine whether these location(s) will be added to Franchisee's List of Calls.

C. Adjustments to List of Calls.

(1) Weekly visits by Franchisee to customers, high quality service to customers and the solicitation of potential customers at stops on Franchisee's List of Calls are essential elements of the Snap-on Program. Accordingly, Snap-on reserves the right to adjust Franchisee's List of Calls and thereby change the number and/or location of stops on the List of Calls if Snap-on determines in its sole business judgment that such changes are necessary because of existing or future competition, inadequacy of service to customers, inadequacy of solicitation of potential customers, or for such other reasons as Snap-on deems relevant. Snap-on shall provide Franchisee written notice of an adjustment to Franchisee's List of Calls (which notice shall identify the stops added to, or deleted from, Franchisee's List of Calls) at least ten (10) days prior to the adjustment taking effect.

(2) Snap-on reserves the right to modify any or all of the locations on Franchisee's List of Calls if, and at the time that, Franchisee enters into a Standard Franchise Agreement, and thereby to change the number and/or locations of stops on the List of Calls if Snap-on determines in its sole business judgment that such changes are advisable.

D. National Accounts Program. Snap-on exclusively reserves the right to develop and operate the Snap-on National Accounts Program, through which **Products** are sold and/or distributed to purchasers on a national or regional contract basis. Franchisee shall receive a brokerage fee on sales made through the Snap-on National Accounts Program directly to purchasers identified on Franchisee's List of Calls, according to a commission schedule published from time to time by Snap-on. The policies and procedures pertaining to the Snap-on National Accounts Program shall be prepared by Snap-on and made available to Franchisee, and are subject to change from time to time.

E. Industrial Stops. Snap-on exclusively reserves to itself the right to contact and sell, directly or indirectly, **Products** to industrial users, railroads, manufacturers, central purchasing offices, government installations and institutions (including schools) and all other potential customers who require scientific information, special devices, special services and/or technical and engineering data or for whom special procurement procedures are required ("Industrial Stops"). If an Industrial Stop employs professional mechanics who purchase their own tools, Snap-on may, but is not obligated to, include that Industrial Stop on Franchisee's List of Calls only for the purpose of permitting Franchisee to sell **Products** to those mechanics. This is known as a dual stop. The determination whether a stop or customer, in whole or in part, is an Industrial Stop or a dual stop shall be made by Snap-on in its sole business judgment.

F. Internet Sales. Snap-on reserves the right to operate an internet program, through which **Products** are sold and/or distributed directly to internet purchasers, which may include customers at

locations on the List of Calls who elect to make a purchase from Snap-on through the internet. Except as otherwise permitted under the Snap-on Program, Franchisee may not use the internet, including commercial sites such as eBay or Craig's List, to sell **Products** or Approved Tools.

G. Surveys. Snap-on may make such surveys of customers at stops on Franchisee's List of Calls as Snap-on, in its sole business judgment, believes are necessary or advisable for the purpose of determining the number of customers and/or potential customers on Franchisee's List of Calls, the frequency and quality of Franchisee's service to customers or for any other purpose that Snap-on reasonably determines is appropriate.

2. Term. The term of this Agreement shall begin on the Effective Date and shall continue until two (2) years after the Effective Date unless sooner terminated according to Sections 19. or 20. of this Agreement.

If applicable law requires a standard of nonrenewal, or a notice and/or cure period prior to nonrenewal that is different from that set forth herein, this Agreement shall be deemed amended to conform to the minimum standard, or notice and/or cure period required by such applicable law or regulation. Franchisee is hereby notified that this Agreement will not be renewed. Snap-on intends to deliver any required additional notice, and this Agreement shall remain in effect on a month-to-month basis only until Franchisee has received such required additional notice.

3. Conversion to Standard Franchise. Upon the expiration of this Agreement, Snap-on may elect, at its sole option, to offer a standard franchise to Franchisee, provided that Snap-on will offer a standard franchise to a Franchisee who meets all of the following conditions of participation:

A. Conditions of Participation.

(1) Franchisee meets all standards for new standard franchisees in effect at the time that Franchisee applies to become a standard franchisee;

(2) Franchisee is in compliance with all provisions of this Agreement, any amendments to this Agreement and any other agreement between Franchisee and Snap-on or its subsidiaries and affiliates, and Franchisee remains in compliance with all such obligations through the expiration date of the term of this Agreement;

(3) Franchisee satisfies all monetary obligations Franchisee owes to Snap-on, Snap-on Credit, and their subsidiaries and affiliates;

(4) Franchisee executes Snap-on's then-current form of Standard Franchise Agreement, and all other ancillary agreements required by Snap-on. Franchisee acknowledges that the terms of the Standard Franchise Agreement and the Snap-on Program will differ from the terms of this Agreement;

(5) Franchisee executes a general release, in a form satisfactory to Snap-on, of any and all claims against Snap-on and its subsidiaries and affiliates and their respective past and present officers, directors, shareholders, agents and employees, in their corporate and individual capacities, including, without limitation, claims arising under federal, state and local laws, rules and ordinances, and claims arising out of, or relating to, this Agreement, any other agreements between Snap-on, its parent, subsidiaries and affiliates and Franchisee and Franchisee's operation of the franchise, but excluding any claims the release of which is prohibited by applicable law;

(6) Franchisee pays Snap-on the initial license fee set forth in the then-current Standard Franchise Agreement;

(7) Franchisee has achieved "paid sales" (defined below) averaging at least Seven Thousand Dollars (\$7,000) per week during any ten consecutive week period during the fifty-two week period immediately preceding Franchisee's notice to Snap-on under Section 3.B. The term "paid sales" shall mean (a) all of Franchisee's cash sales and revolving account collections; (b) all open account and extended credit balances assigned to Snap-on or its affiliates by Franchisee; and (c) all leases assigned to Snap-on or its affiliates by Franchisee. To the extent sales taxes are reported to Snap-on by Franchisee, they are included in paid sales; and

(8) Franchisee has achieved RA collections averaging at least Five Thousand Dollars (\$5,000) per week during any ten consecutive week period during the fifty-two week period immediately preceding Franchisee's notice to Snap-on under Section 3.B.

B. Franchisee Notice to Snap-on. Franchisee will give written notice to Snap-on of Franchisee's desire to become a standard franchisee not less than six (6) months nor more than twelve (12) months prior to the expiration of this Agreement.

4. Initial License Fee; Franchise Equity Payment.

A. Initial License Fee. Franchisee has paid Snap-on an Initial License fee of Five Thousand Dollars (\$5,000). The Initial License Fee was paid in consideration of Snap-on initially granting this franchise, it was fully earned at the time paid and it is not refundable for any reason.

B. Franchise Equity Payment. Beginning in the fourteenth week after the Effective Date, and for each of the remaining weeks thereafter during the term of this Agreement, Franchisee shall pay to Snap-on a Franchise Equity Payment of Three Hundred Thirty-Five Dollars (\$335.00), payable weekly by direct debit of Franchisee's bank account or such other method designated by Snap-on. Upon expiration or termination of this Agreement, Snap-on will use the Franchise Equity Payments received by Snap-on from Franchisee to pay any outstanding indebtedness that Franchisee has to Snap-on or its affiliates. After doing so, Snap-on will credit any remaining amount to Franchisee to be used toward the standard franchise expenses if Franchisee converts to a standard franchise, or if Franchisee does not convert to a standard franchise the remaining amount will be paid to Franchisee.

5. Gateway Franchise Operations Manual. Franchisee acknowledges receipt on loan of access to Snap-on's Gateway Franchise Operations Manual ("Operations Manual") which may be provided to Franchisee in paper format, in electronic format (including posting on a Snap-on sponsored intranet site) or any combination thereof. Franchisee agrees to ensure that the Operations Manual is kept confidential and that Franchisee keeps up-to-date with all modifications provided by Snap-on, agrees not to reproduce the Operations Manual or any part of it, and agrees not to disclose the contents of the Operations Manual to anyone. Snap-on (and its subsidiaries or affiliates as applicable) shall provide Franchisee in a format or formats designated by Snap-on with all periodic updates, additions, and deletions to the Operations Manual. Upon termination of this Agreement, Franchisee shall return to Snap-on all copies of Operations Manuals and other manuals Franchisee has received and/or copied.

6. Modifications of the Snap-on Program. Snap-on (and its subsidiaries and affiliates), in its sole business judgment, shall be entitled from time to time to change or modify the Snap-on Program, including, but not limited to, the addition or deletion of **Products**, the adoption of new administrative forms, the adoption and use of new or modified Trademarks or the deletion of Trademarks (as defined in Section 13) or copyrighted materials, and modifications of methods for selling **Products**. The Snap-on Program is contained in the Operations Manual and those other materials as Snap-on (or its subsidiaries and affiliates) may provide to Franchisee. Franchisee shall accept and use or display within a reasonable period of time any changes or modifications in the Snap-on Program as if they were a part of the Snap-on Program at the time of execution of this

Agreement, and Franchisee shall make such expenditures as such changes or modifications in the Snap-on Program may require.

Snap-on and Franchisee acknowledge that compliance with the requirements of this Agreement and the Snap-on Program and the goal of maintaining a competitive Snap-on Program involves ongoing expenditures of different types (including but not limited to expense for electronic commerce, new computer equipment and related hardware, software and services) and may also involve costs incident to changes in operation, which Snap-on and Franchisee each separately bear as part of their individual ordinary courses of business.

The Snap-on Program includes the programs offered by Snap-on Credit LLC ("Snap-on Credit"), an entity in which Snap-on's parent, Snap-on Incorporated, has an ownership interest. Snap-on Credit, in its sole discretion, shall be entitled from time to time to change, modify, replace or cancel its programs, including the programs, which involve Extended Credit Contracts, and Leases referred to in Section 10.C, and the obligations, representations and warranties of Franchisee under the Franchisee Servicing Agreement referred to in Section 10.

7. Services by Snap-on. Provided that Franchisee has satisfied all of the conditions set forth in Section 20.B.9. of this Agreement, during the term of this Agreement and so long as Franchisee is not in default, Snap-on, in the manner it deems appropriate, shall make the following services available to Franchisee:

A. Consignment of Products.

(1) Definitions. For purposes of this Agreement, the terms listed below have the meaning indicated.

"Initial Inventory" – The inventory of **Products**, preselected by Snap-on, delivered by Snap-on to Franchisee on a consignment basis under this Agreement.

"Initial Consignment Value" – The suggested retail price of the Initial Inventory, determined based on the quantities and prices set forth on Franchisee's Weekly Dealer Statement. The Initial Consignment Value shall approximately be between One Hundred Nine Thousand Dollars (\$109,000) and One Hundred Twelve Thousand Dollars (\$112,000) at suggested retail price.

"Consigned Inventory" – The inventory of **Products** held in the possession of Franchisee on a consignment basis during the term of this Agreement, consisting of the Initial Inventory, reduced from time to time by the sale of **Products** by Franchisee to retail customers, and increased from time to time by the acquisition of **Products** from Snap-on to replace the **Products** sold by Franchisee, provided that the **Products** held on consignment at suggested retail price shall at no time exceed the Initial Consignment Value.

(2) Delivery and Receipt of Products on Consignment. Snap-on agrees to deliver, and Franchisee agrees to accept the Initial Inventory of **Products** on a consignment basis having an Initial Consignment Value approximately between \$109,000 and \$112,000 at suggested retail price. Upon receipt of the Initial Inventory, the value of Franchisee's Consigned Inventory shall be equal to the Initial Consignment Value. After the initial consignment, Franchisee, with Snap-on's agreement, shall adjust the types and quantities of **Products** in the Consigned Inventory.

(3) Sale of Consigned Inventory; Franchisee's Duty to Maintain Consigned Inventory at Initial Consignment Value. Franchisee is authorized to sell **Products** within the Consigned Inventory to retail customers at the locations and under the terms and conditions specified in this Agreement. The suggested retail prices and available franchisee discounts are subject to change without notice. When Franchisee sells **Products** from the Consigned Inventory, Franchisee must immediately replenish the Consigned Inventory by acquiring, for placement into the Consigned Inventory, additional **Products** from Snap-on with an aggregate suggested retail price equal to the

Products sold from the Consigned Inventory, in accordance with Snap-on's standard terms and conditions of sale, such that the aggregate suggested retail price of the Consigned Inventory in Franchisee's possession remains, and at all times shall be, not less than ninety percent (90%) of the Initial Consignment Value.

(4) **Physical Inventory.** Snap-on and its employees have the right to inspect the Consigned Inventory at any time, and Snap-on may periodically conduct a physical inventory of the Consigned Inventory.

(5) **Care of Consigned Goods.** Franchisee shall receive, hold, and exercise reasonable care for the Consigned Inventory, and shall bear any costs associated with the care of the Consigned Inventory while it is in the possession of Franchisee.

(6) **Title to the Consigned Inventory.** Title to and ownership of each **Product** in the Consigned Inventory, and all proceeds from the sale of such **Products**, will remain vested in Snap-on, and be its sole property and subject to its order, until the full amount to be received for the **Products** or proceeds thereof, as provided in this Agreement, has been received by Snap-on. Franchisee acknowledges that the consignment of the Consigned Inventory is not "on sale or return" for the purposes of Section 2-326 of the Uniform Commercial Code, and that Snap-on has filed, or will file, the financing statements required by Article 9 of the Uniform Commercial Code for purposes of ensuring its prior rights to such Consigned Inventory and the proceeds thereof.

Franchisee shall not take any action or assert any claim that contravenes or conflicts with Snap-on's ownership of the Consigned Inventory. Franchisee hereby waives and releases any lien, claim or encumbrance it may have against any of the **Products** or proceeds thereof. Franchisee shall, however, be liable for the repair or replacement cost of **Products** within the Consigned Inventory if damaged or lost due to theft, negligence, intentional acts, unauthorized acts, or other causes within the control of Franchisee, its agents or employees.

(7) **Goods to Remain Unencumbered.** Except as otherwise expressly permitted herein, Franchisee will not sell, offer to sell, assign, pledge, lease, or otherwise transfer or encumber the Consigned Inventory or any interest therein without prior written consent of Snap-on. Franchisee shall also pay any lawful claims, which, if unpaid, might become a lien against any of the Consigned Inventory, except for any such claim of Snap-on.

(8) **Incorporated Terms.** Any and all purchases by Franchisee shall be on and subject to Snap-on's standard terms and conditions of sale, which are hereby incorporated by reference, except to the extent such terms and conditions of sale are inconsistent with the express terms of this Agreement.

B. Sale of Products to Franchisee. Franchisee may purchase **Products** at Snap-on's suggested retail price, less any franchisee discounts in effect when orders are received by Snap-on. The **Products**, suggested retail prices and available franchisee discounts are subject to change without notice to Franchisee. Upon receipt of orders from Franchisee, Snap-on shall use reasonable efforts to ship promptly to Franchisee, or such other person or entity as Franchisee directs, all **Products** ordered by Franchisee. Snap-on requires that orders from Franchisee be made by electronic communication. All sales of **Products** will be made on Snap-on's standard terms of sale, which are in effect at the time of the sale. Snap-on shall not be liable for any delays in shipment, or for failure to make any delivery of **Products**, if the **Products** were not shipped because Franchisee has not paid Snap-on for prior amounts for which payment is due, Franchisee has exceeded or with the order would exceed his credit limit, or if Snap-on's reasonable efforts are inadequate to effect delivery of the **Products**. If Snap-on is unable to supply **Products** in quantities ordered, it shall have the right to allocate shipments among its franchisees based on any business factor or combination of business factors, which it deems appropriate in its business judgment, such as historical purchasing

patterns, franchisee credit worthiness, franchisee needs or other channels of distribution. Franchisee shall have no claim against Snap-on due to Snap-on's failure to furnish any **Products** due to lack of **Product** availability.

C. Weekly Payment to Snap-on. The amount owed on Franchisee's weekly invoice consists of various charges incurred by the Franchisee on a weekly or monthly basis, including **Product** purchases. The amount that the Franchisee is required to pay weekly, however, will not be the same as the amount owed. Franchisee must remit each week the Franchise Equity Payment described in Section 4 of this Agreement plus the minimum payment as determined by Snap-on from time to time. Franchisee shall pay all amounts due Snap-on through such means and at a time as Snap-on may prescribe in the Snap-on Program. Snap-on currently requires that Franchisee pay amounts due Snap-on by direct debit of Franchisee's bank account. Failure to do so will result in an additional charge to Franchisee as set forth in the Snap-on Program from time to time. Snap-on may change the minimum payment requirement, the due date or method of payment in Snap-on's sole business judgment.

D. General Assistance. Snap-on will provide Franchisee with its knowledge and expertise regarding the Snap-on Program, together with business forms, bookkeeping and operational methods, inventory control methods, product knowledge, and sales and marketing advice as Snap-on deems appropriate. This assistance may be provided by a Snap-on representative riding with Franchisee as customers are called upon, the distribution of printed and filmed material, classroom training, seminars, meetings, telephone, internet, and other electronic and non-electronic communications.

E. Training. Snap-on shall make available to Franchisee, and Franchisee shall be required to successfully complete Snap-on's initial training program. Franchisee may be required by Snap-on to attend additional training from time to time and Snap-on may set minimum standards for the satisfactory completion of such additional training. Training programs conducted by Snap-on are subject to change by Snap-on without notice and shall be at such times and places as Snap-on reasonably may designate. No charge shall be made by Snap-on for Snap-on's initial training program, but Snap-on reserves the right to charge for additional training programs.

F. Consignment of Van Merchandise Displays and Safety Equipment.

(1) Cost. Snap-on agrees to deliver to Franchisee van merchandise displays and certain safety equipment (collectively, "Consigned Items") with an approximate cost between One Thousand Six Hundred Dollars (\$1,600.00) and Four Thousand Dollars (\$4,000.00) on consignment to Franchisee.

(2) Care of Consigned Items. Franchisee shall receive, hold, and exercise reasonable care for the Consigned Items, and shall bear any costs associated with the care of the Consigned Items while they are in the possession of Franchisee.

(3) Consigned Items to Remain Unencumbered. Except as otherwise expressly permitted herein, Franchisee will not sell, offer to sell, assign, pledge, lease, or otherwise transfer or encumber the Consigned Items or any interest therein without prior written consent of Snap-on. Franchisee shall also pay any lawful claims, which, if unpaid, might become a lien against any of the Consigned Items, except for any such claim of Snap-on.

(4) Replacement Merchandise Displays or Additional Safety Equipment. If new van merchandise displays are developed during the term of this Agreement, Franchisee will replace the Consigned Merchandise Displays by purchasing the replacement displays from Snap-on at the price and on the terms of sale offered by Snap-on at the time. In addition, in order to promote safety on the van, Franchisee may be required to purchase additional safety equipment during the term of this Agreement.

(5) **Expiration or Termination.** Upon expiration or termination of this Agreement, Franchisee shall be required to pay for the Consigned Items originally provided by Snap-on to Franchisee.

8. **Performance Standards and Uniformity of Operation.** **Products** sold and services performed under Snap-on's Trademarks (as defined in Section 13.) have a reputation for high quality. This reputation has been developed and maintained by Snap-on, and it is of the utmost importance to Snap-on, Franchisee, and all other Snap-on franchisees that this reputation be maintained through high quality service to customers and compliance with the Snap-on Program. In recognition of the mutual benefits which come from maintaining the reputation for quality enjoyed by the Snap-on Program, Franchisee shall comply with all of the following:

A. **General Standards and Specifications.** Franchisee shall operate the franchise, render all services, sell all **Products** and make all payments due to Snap-on in accordance with the specifications, standards, business practices, policies and procedures of Snap-on now in effect or subsequently published for its franchisees, and comply with all written requirements of the Snap-on Program, including any changes that may be made to it from time to time.

B. **Snap-on Inspections.** Snap-on and its duly authorized representatives shall have the right to inspect Franchisee's operations, including, without limitation, speaking with Franchisee's customers, inspecting Franchisee's van and inventory display, conducting an inventory of the **Products** and other items on Franchisee's van, and accompanying Franchisee on the van to ensure that Franchisee is complying with all requirements of the Snap-on Program. Franchisee shall cooperate fully with such inspections and, unless otherwise provided in a written agreement between Snap-on and Franchisee, Franchisee shall immediately take such steps as may be necessary to correct any deficiencies detected during such inspections in accordance with the Snap-on Program, including, but not limited to, ceasing further use or sale of any merchandise that does not conform with Snap-on's standards and requirements.

C. **Operation of the Franchise.** Unless otherwise permitted by Snap-on in writing, Franchisee alone shall make regular sales and service calls on potential customers and may not use anyone else to make such calls. Franchisee shall use Franchisee's best efforts to promote aggressively and develop fully the sales of **Products** at stops on the List of Calls and maintain a sufficient inventory of **Products** in order to maximize the sale of **Products**. Franchisee, at all times, shall maintain an inventory of **Products** as required under Section 7.A(3). Unless otherwise accepted by Snap-on in writing, Franchisee shall call on every potential customer at stops on the List of Calls at least once a week in order to maximize the sale of **Products** and provide the service expected by Snap-on customers. Franchisee shall refrain from engaging in activities that would conflict with these purposes and shall devote full business attention and efforts to these purposes. Franchisee shall, at all times, act in a competent, fair, honest, ethical, and courteous manner in accordance with the image and reputation of Snap-on and the Snap-on Program, and maintain a neat and clean appearance.

D. **Purchase of Products Only from Snap-on.** Franchisee must purchase all **Products** offered for sale by Franchisee only from Snap-on. Snap-on believes that it is particularly important that its franchisees have new **Products** available for sale to their customers. Therefore, Franchisee must purchase a representative quantity, as determined by Snap-on, of new **Products** introduced from time to time by Snap-on.

E. **Approved Tools.** Except as otherwise provided below, in the operation of the franchise, Franchisee may sell only **Products**. Franchisee may sell or offer for sale merchandise other than **Products** only with Snap-on's express, prior written consent, not to be unreasonably withheld, which consent subsequently may be revoked by Snap-on ("Approved Tools"). Franchisee shall give Snap-on written notice of Franchisee's desire to sell any of these additional items sufficiently in advance of

offering them for sale so that Snap-on may verify manufacturer and specification data and test such merchandise for conformity with the appearance, uniformity, quality and other specifications of Snap-on. Snap-on periodically may require that the testing be performed again to ensure that the manufacturer continues to meet Snap-on's specifications. Snap-on shall be entitled to, and likely will, refuse to approve merchandise as Approved Tools if such merchandise directly competes with any of the **Products**. Snap-on's consent to Franchisee's sale of Approved Tools shall be conditioned on Snap-on's receipt and approval of a **products'** liability insurance policy (or a certificate of insurance) with coverage limits and other terms reasonably satisfactory to Snap-on from time to time, which policy shall name Snap-on as an additional insured. If Snap-on revokes its consent to any merchandise as an Approved Tool, Franchisee shall cease selling such merchandise within thirty (30) days of notification from Snap-on. Franchisee shall be responsible for reporting all purchases and sales of Approved Tools to Snap-on on forms provided by Snap-on.

The restrictions contained in this Section shall not apply to merchandise which Franchisee has taken as a trade-in from a customer or merchandise for which Snap-on provides Franchisee with a designated approved supplier. Franchisee shall be permitted to sell such trade-ins and to purchase merchandise from the Snap-on designated supplier and sell such merchandise without obtaining Snap-on's prior written consent.

F. Sales Only to End-User. Franchisee shall sell the **Products** and Approved Tools only to retail customers at locations on the List of Calls and shall not sell the **Products** or Approved Tools to any person or entity for resale.

G. Retail Prices. Snap-on periodically shall provide Franchisee with one or more suggested retail price lists for the **Products**. Franchisee shall generally be entitled to sell the **Products** at prices determined by Franchisee; however Franchisee agrees that to the extent permitted under applicable law, Snap-on may require that the Franchisee sell in accordance with pricing guidelines issued by Snap-on.

H. Van. Franchisee shall lease or purchase a truck or van that complies with specifications contained in the Snap-on Program in effect on the date of this Agreement from the supplier designated by Snap-on, which may be Snap-on or one of its affiliates. Franchisee shall maintain and operate the van in good condition and repair and shall provide at least the minimum van maintenance recommended by the van manufacturer or as required by the Snap-on Program from time to time. Franchisee shall display at all times the then-current van decal and logo package as required from time to time by Snap-on. Franchisee shall display the inventory in the van in a clean and neat manner and as required by the Snap-on Program from time to time. Except as expressly permitted by Snap-on, Franchisee shall operate only one van and the van shall be used when Franchisee makes all regular sales and service calls. Franchisee shall also obtain, install and maintain such security systems as Snap-on may prescribe for use in connection with the van, including theft protection and tracking systems coordinated with local law enforcement and/or other third parties. Franchisee shall be responsible for all expenses related to such system.

I. Clothing. Franchisee shall purchase and shall wear clothing conforming to specifications contained in the Snap-on Program from time-to-time in the operation of the franchise. Snap-on will provide Franchisee with uniforms, having a Franchisee cost of Four Hundred Dollars (\$400.00) without cost to Franchisee, prior to Franchisee commencing business in the List of Calls. Franchisee shall maintain all clothing in good condition.

J. Technology Package; Electronic Commerce and Communication. Snap-on will provide Franchisee prior to Franchisee commencing business in the List of Calls with a technology package, without cost to Franchisee, including computer hardware and printer meeting the specifications of the Snap-on Program.

Snap-on may also require during the term of this Agreement that Franchisee subscribe, at Franchisee's expense, to a reliable internet service provider or other electronic communication provider or service and that Franchisee obtain and use, at Franchisee's expense, and in the manner and form and with such content as Snap-on may approve or require: electronic point of sale equipment, computer equipment, operating software, communications services, web pages, intranets, extranets, portals and other electronic and computer systems, software, services and the like, for communicating (with Snap-on, customers on the List of Calls and others), invoicing, accounting, record keeping, reporting and other franchise operations. Any or all of these may be designated by Snap-on and Snap-on shall have the right to approve any and all use by Franchisee of electronic commerce and communication and the content thereof. Snap-on may also require that any and all communications between Franchisee and Snap-on be made through the internet or such other electronic medium as Snap-on may designate, and Franchisee may be required to access the internet or other electronic information on a regular basis (even daily) to obtain full benefit of the Snap-on Program. Snap-on is not liable for any damage to Franchisee, 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, or as the result of Franchisee's failure to access the information. Franchisee also acknowledges and agrees that any and all information provided to Franchisee by Snap-on under this Agreement may be provided in such manner and by such media as Snap-on may determine, including, without limitation by electronic and/or computer means. Without limiting the generality of the preceding sentence, such information may include the Operations Manual (and updates), product information, warranty information, and discontinued tool notification. Snap-on may, in its sole business judgment, make use of any information required to be furnished by Franchisee to Snap-on through use of computer systems, communications devices or through written or print media, in the conduct of its business, including but not limited to warranty programs, product recall programs, market research and/or performance evaluations.

K. Warranties. Franchisee shall assist Snap-on in honoring all warranties on the Products. Franchisee understands that warranty service for the customer is an important part of the Snap-on Program and that Franchisee will be required to make repairs and arrange for service for customer **Products**, without cost to Snap-on. The terms of Snap-on's warranties may be changed from time-to-time by Snap-on in its sole business judgment. Franchisee shall be solely responsible for honoring warranties on Approved Tools sold by Franchisee.

L. Compliance with Law. Franchisee shall comply with all laws, ordinances, and regulations affecting the operation of the franchise.

M. Taxes and Other Indebtedness. Franchisee shall pay when due all taxes levied and assessed, including, without limitation, sales, use, personal property, income and other taxes (including all taxes, assessments and governmental charges on the Consigned Inventory) and all accounts and other indebtedness of every kind incurred by Franchisee in the conduct of the franchise.

N. Accounting Service. Franchisee is required to use the accounting service designated from time to time by Snap-on. Franchisee understands that if Snap-on changes the accounting service provider during the term of this Franchise Agreement, Franchisee may, at Snap-on's discretion, be required to change to the new accounting service provider.

O. Merchandising Program. In order to promote uniformity in the Snap-on Program, you are required to participate in Snap-on's Merchandising Program, which consists of van signage and print collateral used in connection with promotional programs offered by Snap-on. Snap-on may modify or terminate this program at any time.

9. Security Interest. To secure Franchisee's obligations to Snap-on, including those arising under this Agreement, Franchisee grants Snap-on a security interest in all of the following property of

the Franchisee, whether now owned or hereafter acquired, and whether tangible or intangible: inventory, Consigned Inventory, tools, equipment, vans, accounts, contract rights, general intangibles, chattel paper, Revolving Accounts, Extended Credit Contracts, Credit Sale Contracts, Open Accounts, Leases, insurance policies, documents, deposits, Franchise Equity Payments, all Reserve Accounts (including, but not limited to EC Reserve Account and Business Reserve Account) or similar types of accounts, trademarks, trade names, customer lists, books, records, catalogues, sales aids, computers and computer programs, and any replacements, substitutions, additions, accessions or proceeds thereof. Franchisee represents and warrants that Snap-on's security interest as described above shall be prior to that of any other creditor. Franchisee understands that Snap-on will make all required UCC filings to perfect Snap-on's security interest in Franchisee's property as set forth in this Section and Franchisee will cooperate with Snap-on to the extent requested by Snap-on to accomplish the perfection. Franchisee authorizes Snap-on to describe the collateral in any financing statement as "all business assets". This statement in any financing statement shall not expand or limit the property given as security for the performance of Franchisee's obligations to Snap-on as described above. With respect to any funds accounted for or held by Snap-on for the benefit of Franchisee, Snap-on shall be entitled to commingle such funds with Snap-on's general funds and to offset against such funds any monies owed Snap-on by Franchisee.

10. Credit Sales.

A. Revolving Accounts ("RA"). Franchisee shall participate in the RA Finance Program described in this Section 10, which is designed to assist Franchisee in building up Franchisee's "Revolving Accounts" or "RAs", which are accounts generated by a franchisee's sales of **Products** on franchisee's credit that are to be paid on a revolving basis over a period of time agreed upon by the franchisee and the franchisee's customer. Snap-on will extend to Franchisee a line of credit in an amount up to Fifty-Two Thousand, Five Hundred Dollars (\$52,500) for use in RA acquisition and RA development described in subparagraphs (1) and (2) below (the "RA Line of Credit"). Franchisee must repay the then-current amount outstanding under the RA Line of Credit on the date that this Gateway Franchise Agreement expires or otherwise terminates.

(1) RA Acquisition. The RA Line of Credit will be used by Franchisee to purchase RAs offered by the franchisee or independent dealer ("Predecessor") who previously sold **Products** to customers at stops on Franchisee's List of Calls. Franchisee shall be obligated to offer to purchase the Predecessor's RAs subject to Franchisee's right, for forty-five (45) days from the date Franchisee begins servicing customers in the List of Calls, to advise Snap-on and the Predecessor which, if any, of the RAs Franchisee has rejected. Any RAs not rejected by Franchisee within that time shall be deemed to have been purchased by Franchisee. In the event Franchisee sells **Products** to a customer (whose RA was offered to Franchisee) within the forty-five (45) day period, Franchisee shall be deemed to have agreed to purchase the RA relating to such customer, unless Franchisee has first advised Snap-on and the Predecessor that Franchisee has rejected that customer's RA. The purchase price for the RAs shall be seventy-five percent (75%) of the balance due of each RA being sold unless otherwise agreed to by Franchisee and Predecessor.

(2) RA Development. The RA Line of Credit also will be used to pay for additional purchases of **Products** from Snap-on which exceed the amount of inventory Snap-on provides to Franchisee pursuant to Section 7.A. hereof as follows: if, in any week, Franchisee's RA sales (which excludes any down payment and trade-in allowance and includes sales tax) exceeds Franchisee's RA collections, a portion of the RA Line of Credit equal to seventy-five percent (75%) of the difference between Franchisee's RA sales and Franchisee's RA collections may be used by Franchisee for additional purchases of Products. If in any week Franchisee's RA collections exceed Franchisee's RA sales, Franchisee will be obligated to pay Snap-on seventy-five percent (75%) of the amount by which Franchisee's RA collections exceed Franchisee's RA sales and the amount of Franchisee's borrowing under the RA Line of Credit will be reduced by the amount of that payment. In addition, Snap-on will make other adjustments to reflect changes to Franchisee's total RA account balance.

B. Open Accounts. Snap-on has established, and from time to time may modify or discontinue, a program for extending short term financing for the purchase of **Products** that is made available to certain businesses ("Open Accounts"), as set forth in the Operations Manual. Snap-on may, in its sole business judgment, accept the assignment of Open Account contracts offered by Franchisee. The parties' obligations with respect to Open Accounts shall be governed by any Snap-on policies regarding such Open Accounts contained in the Snap-on Program from time to time.

C. Assignment of Certain Contracts. Snap-on Credit, may, in its sole business judgment, accept the assignment certain credit contracts between Franchisee and a customer for the sale or lease of **Products** between Franchisee and a customer. The parties' obligations with respect to the credit contracts shall be governed by the terms of a separate Franchisee Servicing Agreement between Franchisee and Snap-on Credit and any policies regarding such assignments contained in the Snap-on Program from time to time. As provided in the Franchisee Servicing Agreement, Snap-on Credit may modify or discontinue these programs at any time.

D. Collection. Franchisee shall collect all amounts due from customers of Franchisee whose Extended Credit Contracts or Leases have been assigned to Snap-on Credit and to whom Snap-on Credit has extended credit and from other customers serviced by Franchisee as provided in the Franchisee Servicing Agreement. Franchisee shall participate in repossession of **Products** as provided in the Franchisee Servicing Agreement between Franchisee and Snap-on Credit.

11. Advertising by Franchisee. Franchisee is not required to engage in any advertising. If Franchisee decides to conduct any advertising, advertising and promotional materials may be purchased from any source; however, any advertising or promotional materials not purchased from Snap-on shall be submitted to Snap-on at least sixty (60) days prior to use for Snap-on's approval. Snap-on's approval rights shall be limited to matters of good taste, truthfulness, use of Snap-on's Trademarks, and quality of image, and shall not be unreasonably withheld. Unless Snap-on notifies Franchisee of objections to the materials within sixty (60) days after receipt by Snap-on, the materials shall be deemed approved.

12. Reports, Bookkeeping and Audit Rights.

A. Weekly Reports. Each week, on a day designated by Snap-on, Franchisee shall inform Snap-on (in such form as Snap-on may require) of the amount of **Products** sold and Approved Tools purchased and sold in the past week, collections made in the past week, the amount of inventory on hand and the status of credit accounts, and such other information as Snap-on reasonably may request from time-to-time.

B. Annual Reports. Franchisee shall, upon request from Snap-on, furnish Snap-on within ninety (90) days after the end of a calendar year, with a profit and loss statement for the franchise for the calendar year and a balance sheet for the franchise as of the end of the calendar year in a format prescribed by Snap-on. These financial statements shall be prepared by an independent accountant and, if requested by Snap-on, certified by the accountant to present fairly, in all material respects, Franchisee's results of operations and financial condition.

C. Bookkeeping. Franchisee shall keep and maintain complete and accurate books and records of Franchisee's business operations in the form and manner prescribed in the Snap-on Program. Franchisee shall preserve all books, records and tax returns applicable to the franchise for at least three (3) years after preparation and make them available to Snap-on upon request.

D. Snap-on's Audit Rights. Snap-on shall have the right at reasonable times, both during and after the term of this Agreement, to examine Franchisee's books, records and tax returns, and such other forms, reports, information and data as Snap-on reasonably may designate concerning the operation of the franchise. In the event any examination or audit shall disclose any breach of this

Agreement or any other agreement between Snap-on or its affiliates and Franchisee, and if such examination or audit is made necessary by Franchisee's failure to furnish reports, supporting records, financial statements or other documents or information as herein required, or to furnish such reports, records, financial statements, documents or information on a timely basis, Franchisee shall reimburse Snap-on, within fifteen (15) days after receipt of the examination or audit report, for the cost of such audit or examination, including, without limitation, the charges and disbursements of any independent accountants and the travel expenses, room and board (if any) and compensation of Snap-on's employees. The foregoing remedies shall be in addition to all of Snap-on's other remedies and rights under this Agreement or applicable law.

13. Trademarks. The term "Trademarks" as used in this Agreement refers to all words, symbols, designs, trade names, service marks or combinations thereof used to identify the Snap-on Program and the **Products** sold and services performed in connection with the Snap-on Program. Franchisee shall use the Trademarks only in the manner approved by Snap-on. Snap-on shall, from time to time, advise Franchisee of which Trademarks have been registered and any additions or deletions to the Trademarks and Franchisee's right to use the Trademarks shall be deemed modified by those additions or deletions.

Franchisee's right to use the Trademarks is limited to the operation of the franchise and as expressly provided in this Agreement and the Operations Manual. Franchisee agrees to use the Trademarks in the identification of the franchise and the conduct of the franchise business. Franchisee shall identify himself as the independent owner thereof in the manner Snap-on prescribes and Franchisee shall not include any other trademark or tradename in the identification of Franchisee's franchise business. Franchisee shall not use any Trademark with any prefix, suffix or other modifying words, nicknames, terms, designs or symbols, or in any modified form (including, without limitation, any local or special adaptations or artistic variations of any of the Trademarks), nor may Franchisee use any Trademark in connection with the sale of any unauthorized product or service or in any other manner not expressly authorized in writing by Snap-on. Franchisee shall not use any Trademark or any other word which is confusingly similar to any Trademark (for example, snapon, SnapOn) as an Internet domain name, an electronic mail address, or an Internet web page address, or any part thereof (for example, SnaponNW@nwtools.com, joepublic@snaponnw.com, <http://www.SNAPonTools.com>, <http://www.toolsNE/Snap-on.html>) or as any other identifier in any form of electronic communication and Franchisee must obtain Snap-on's prior written approval prior to any use of the Trademarks in electronic commerce, including but not limited to all forms of electronic or computer communication. Franchisee agrees to display the Trademarks prominently and in the manner Snap-on prescribes on signs, forms and other materials and articles. Further, Franchisee agrees to give such notices of trademark or service mark ownership or registration and copyrights as Snap-on specifies and to obtain such fictitious or assumed name registration as may be required under applicable law. Any and all uses of any of the Trademarks shall be subject to Snap-on's prior written approval, and a request for such approval shall include such information and samples as Snap-on may require. If local laws or ordinances require that Franchisee file an affidavit of doing business under a fictitious name, Franchisee shall include in that filing an indication that the filing is made "as an authorized franchisee of Snap-on Tools Company LLC, Kenosha, Wisconsin." In no event may Franchisee file any record or sign any form indicating Franchisee is "d/b/a Snap-on" or "doing business as Snap-on." Franchisee shall use the symbol ® with all registered trademarks and the symbol ™ with all other trademarks or service marks so as to protect Snap-on's ownership rights.

In the event Snap-on should elect to use a name other than "Snap-on" to identify the Snap-on Program, Snap-on may select another name and the Snap-on Program and this Agreement shall be deemed amended to substitute that name. If Snap-on determines, in its sole business judgment, that Franchisee should modify or discontinue use of any Trademark and/or use one or more additional or substitute trademarks or service marks, Franchisee agrees to comply promptly therewith after notice thereof by Snap-on. Franchisee shall be responsible for all expenses incurred in modifying or

discontinuing the use of a Trademark or substituting therefore a different trademark or service mark, and Snap-on shall not be obligated to reimburse Franchisee for any loss of goodwill by the franchise associated with any modified or discontinued Trademark or for any expenditures made by Franchisee to promote a modified or substitute trademark or service mark.

Franchisee agrees that nothing in this Agreement shall give to Franchisee any right, title or interest in the Trademarks (except the right to use the Trademarks in accordance with the terms of this Agreement); that the Trademarks are the sole property of Snap-on and its affiliates; that Franchisee shall not directly or indirectly contest the validity of Snap-on's or its affiliates ownership of the Trademarks (whether during or after the term of this Agreement); and that any and all uses by Franchisee of the Trademarks and the goodwill arising therefrom shall inure exclusively to the benefit of Snap-on and its affiliates.

Franchisee shall notify Snap-on immediately in writing of any apparent infringement of or challenge to Franchisee's use of any Trademark, or any claim by any person other than Snap-on or its affiliates of any rights in any Trademark or any similar trade name, trademark or service mark, of which Franchisee becomes aware. Franchisee shall not communicate with any person other than Snap-on and its affiliates and their counsel in connection with any such infringement, challenge or claim. Snap-on and its affiliates shall have sole discretion to take such action as they deem appropriate and the right to control exclusively any litigation, trademark proceeding or any other administrative proceeding arising out of any such infringement, challenge or claim or otherwise relating to any Trademark. Franchisee agrees to execute any and all instruments and documents, render such assistance and do such acts and things as may, in the opinion of Snap-on's and its affiliates' counsel, be necessary or advisable to protect and maintain Snap-on's and its affiliates' interests in any such litigation, trademark proceeding or other administrative proceeding or otherwise to protect and maintain Snap-on's and its affiliates' interests in the Trademarks.

14. Relationship of Parties; Franchisee as Independent Contractor. This Agreement does not create a fiduciary or other special relationship between the parties. Franchisee is an independent contractor with entire control and direction of the franchise and its operations, subject only to the conditions and covenants established by this Agreement. No agency, employment, or partnership is created or implied by the terms of this Agreement and Franchisee is not and shall not hold itself out as agent, legal representative, partner, subsidiary, joint venturer or employee of Snap-on (its subsidiaries or affiliates). Except as otherwise specifically provided in this Agreement or any other written agreement between Franchisee and Snap-on (its subsidiaries or affiliates), Franchisee shall have no right or power to, and shall not, bind or obligate Snap-on (its subsidiaries or affiliates) in any way or manner whatsoever, nor represent that Franchisee has any right to do so. Franchisee shall not represent, or purport to represent Snap-on in any manner or by any medium without the express prior written approval of Snap-on. The sole relationship between Franchisee and Snap-on (its subsidiaries and affiliates) is a commercial, arms' length business relationship and, except as provided in Section 24., there are no third party beneficiaries to this Agreement. Franchisee's business is, and shall be kept, totally separate and apart from any that may be operated by Snap-on (its subsidiaries and affiliates).

In all public records, in relationships with other persons, and on letterheads and business forms Franchisee shall indicate the independent ownership of the franchise and that Franchisee is solely an "authorized franchisee" of Snap-on. Franchisee shall post a sign in a conspicuous location on Franchisee's van, which sign shall be supplied by Snap-on (at Franchisee's expense).

15. Confidentiality. Franchisee acknowledges that Snap-on owns the Snap-on Program, which includes, but is not limited to, Snap-on's trade secrets, the List of Calls, the Operations Manual and all other manuals provided to Franchisee by Snap-on. The Snap-on Program is disclosed to Franchisee in confidence and solely for the purpose of enabling Franchisee to operate the franchise, and Franchisee shall not disclose any part of it to anyone other than Snap-on employees or other

Snap-on franchisees. Franchisee acknowledges that such disclosure would inflict irreparable injury on Snap-on and that Snap-on shall be entitled to obtain injunctive relief in addition to any other legal or equitable remedies it may have upon a breach of this Section 15.

16. Interest. Except as otherwise expressly provided in writing, any and all amounts that shall become due and owing from Franchisee to Snap-on shall bear interest from the date due until paid at the maximum rate permitted for loans between individuals in the state in which Franchisee resides. Except as otherwise expressly provided in writing, any and all funds held by Snap-on for the benefit of Franchisee shall bear no interest.

17. Insurance. Franchisee shall be responsible for all loss or damage originating in, or incurred in connection with, the operation of the franchise and for all claims or demands for damages to property or for injury, illness, or death of persons directly or indirectly resulting there from. Franchisee shall at all times carry the driver's license required by applicable state law and the insurance which may be required by the terms of any lease or financing agreement on the van, and Franchisee shall carry the following insurance:

A. Commercial business auto liability insurance with limits of \$1,000,000 combined single limit for bodily injury and property damage; and physical damage coverage which includes collision, specified perils of fire, lightning, explosion, theft, wind storm, hail or comprehensive coverage in lieu of specified perils; and

B. Commercial liability insurance under a comprehensive general liability form that includes coverage for bodily injury and property damage on an occurrence basis with coverage that includes product/completed operations with policy limits not less than \$1,000,000; and

C. All risks property coverage for full replacement value of Franchisee's stock inventory being offered for sale.

Insurance coverages should reflect that Snap-on Incorporated and its subsidiaries are additional insureds under both commercial general liability and commercial business automobile liability coverage and that Snap-on Incorporated and its subsidiaries are loss payees, as their interests may appear, under the all risks property coverage.

To the extent any of the foregoing coverages are offered through the Snap-on dealer insurance program, Franchisee shall obtain the same through the Snap-on dealer insurance program unless, and until, Franchisee submits evidence in writing of having obtained such coverage from an insurance carrier acceptable to Snap-on. Snap-on may reasonably increase the minimum coverage required under above subsections A and B. and require different or additional kinds of insurance to reflect inflation, changes in standards of liability, higher damage awards or other relevant changes in circumstances. All such changes shall be set forth in the Operations Manual. Snap-on shall be furnished with certificates of insurance or, if it requests, copies of the insurance policies.

All policies of insurance required to be maintained by Franchisee shall be renewed at least thirty (30) days prior to the respective expiration dates of existing policies of insurance. All such policies shall contain endorsements requiring the insurer to give Snap-on at least ten (10) days' written notice before terminating, canceling or making changes in any policy. In the event any of Franchisee's policies of insurance required by subsections B. and C. is canceled or not renewed, Snap-on shall have the right, but not the obligation, to obtain the coverage for Franchisee and invoice Franchisee for the cost of the coverage, which invoice Franchisee shall pay within five (5) business days.

18. Transfers.

A. Transfer by Snap-on. Snap-on shall have the right to transfer or assign all or any part of its rights and/or obligations under this Agreement to any person or legal entity.

B. Transfer by Franchisee. Franchisee agrees that the obligations of Franchisee to Snap-on set forth in this Agreement are purely and irrevocably personal to Franchisee; that Snap-on has granted this franchise for a limited term in reliance on Franchisee's business, marketing and operational skills, financial capacity and personal character; and that this Agreement is a personal services agreement. Accordingly, Franchisee shall not, directly or indirectly, sell, assign, transfer, convey, give away, pledge, mortgage or otherwise encumber any interest in this Agreement or the franchise (other than an interest in the van, as security for borrowing to finance the purchase of the van or a lease of the van or an interest in the inventory, accounts receivable or other business assets to Snap-on Credit or its assigns in the ordinary course of Franchisee's business). Any other purported assignment or transfer, by operation of law or otherwise shall be void as to Snap-on.

C. Statutory Limitations. Notwithstanding the provisions of Section 18.B. in the event any valid, applicable law or regulation of a competent governmental authority having jurisdiction over the franchise granted by this Agreement requires action by Snap-on different from that provided in Section 18.B., this Agreement shall be deemed amended to conform to the requirements of such applicable law or regulation.

19. Termination by Franchisee. Franchisee may terminate this Agreement by written notice to Snap-on if Snap-on fails to cure any default of Snap-on's obligations under this Agreement within thirty (30) days after Franchisee provides Snap-on with written notice of default.

20. Termination by Snap-on.

A. Automatic Termination without Notice. Snap-on may, at its option, without prejudice to any and all other rights and remedies it may have under this Agreement or under applicable law, terminate this Agreement without notice to Franchisee:

(1) If Franchisee is adjudicated a bankrupt or becomes insolvent, or has a trustee or receiver appointed by a court of competent jurisdiction for all or any part of Franchisee's property; or

(2) If a plan of liquidation, reorganization, composition or arrangement of Franchisee's affairs is sought to be instituted for or against Franchisee, whether or not the same is subsequently approved by a court of competent jurisdiction, it being understood that in no event shall this Agreement or any right or interest hereunder be deemed to be an asset in any insolvency, receivership, bankruptcy, composition, liquidation, arrangement or reorganization proceeding; or

(3) If a proceeding is filed under any bankruptcy laws or other similar laws and such proceeding is not dismissed within ninety (90) days after filing; or

(4) If Franchisee makes a general assignment for the benefit of creditors; or

(5) Upon the death or incapacity of Franchisee, subject to the provisions of Snap-on's survivorship policy as in effect on the date of death of the Franchisee; or

B. Termination upon Notice. Franchisee shall be deemed in default under this Agreement and Snap-on may, at its option, without prejudice to any and all other rights and remedies it may have under this Agreement or under applicable law, terminate this Agreement effective upon Franchisee's receipt of written notice of termination, in the following instances:

(1) If Franchisee fails to satisfy any material judgment against Franchisee within thirty (30) days after the judgment is entered and becomes final; or

(2) If Franchisee falsifies any report required to be furnished Snap-on or Snap-on Credit, or has made a material misrepresentation in connection with the approval of Franchisee as a franchisee, or engages in conduct involving dishonesty in dealing with Snap-on, Snap-on Credit or Franchisee's customers; or

(3) If Franchisee fails to operate the franchise business on any ten (10) weekdays during any sixty (60) consecutive day period, unless such business cessation is authorized under the Snap-on Program or is otherwise approved in writing in advance by Snap-on; or

(4) If Franchisee is convicted of, or pleads nolo contendere to, a felony charge as defined in the applicable law; a crime involving moral turpitude; or any other crime or offense, including any misdemeanor, that is reasonably likely, in the sole opinion of Snap-on, to adversely affect the Snap-on Program, the Trademarks, the goodwill associated with the Trademarks or the Snap-on Program, Snap-on's interest in the Trademarks or the Snap-on Program, or the reputation of Snap-on; or, if Franchisee, after notice from Snap-on to cease such activity, engages in conduct that is reasonably likely, in the sole opinion of Snap-on, to adversely affect the Snap-on Program, the Trademarks, the goodwill associated with the Trademarks or the Snap-on Program, Snap-on's interest in the Trademarks or the Snap-on Program, or the reputation of Snap-on whether or not such conduct is in violation of any law; or

(5) If, in Snap-on's reasonable determination the continued operation of the franchise by the Franchisee will result in a threat or danger to public health or safety; or

(6) If Franchisee engages in public conduct that reflects materially and unfavorably upon the operation of the Snap-on Program, the reputation of the Snap-on Program, or the goodwill associated with the Snap-on name.

(7) If Franchisee:

a) sells Products to a customer located at a stop on another franchisee's or independent dealer's list of calls, unless Franchisee agrees, within ten (10) days after request by Snap-on, to credit such sale(s) to the other franchisee or to Snap-on; or

b) sells, or offers for sale, directly or indirectly, by any means of general publication or computer medium, such as newspaper, magazine, periodical, television, radio or other broadcast medium, or by means of the Internet or any other computer network system or service, any **Products** to any customer not located at a stop on franchisee's List of Calls, whether or not such sales are subsequently credited to another franchisee and whether or not such customers are located at a stop on any other franchisee's list of calls; or

c) after notice from Snap-on to cease such activity, sells, or offers for sale by any means other than those specified in 20.B(7)b., any **Products** to any customer not located at a stop on Franchisee's List of Calls, whether or not such sales are subsequently credited to another franchisee, independent dealer or Snap-on and whether or not such customers are located at a stop on any other franchisee's or independent dealer's list of calls; or

(8) If Franchisee fails to satisfactorily complete Snap-on's initial training program as determined by Snap-on in its reasonable business judgment; or

(9) If Franchisee fails to complete all of the following within ten (10) days after the Effective Date of this Agreement: pay Snap-on the Initial License Fee, commit to purchase or lease a van from a supplier designated by Snap-on or license or lease computer software from Snap-on or a source designated by Snap-on; or

(10) If Franchisee receives a written notice of immediate termination under any other written agreement with Snap-on or Snap-on Credit (or any of their subsidiaries or affiliates) or

remains in default beyond the applicable cure period under any other written agreement with Snap-on or Snap-on Credit (or any of their subsidiaries or affiliates); or

(11) If Franchisee discloses or uses the contents of the Snap-on Program or other trade secrets or confidential or proprietary information provided to Franchisee by Snap-on, contrary to the provisions of Section 15.; or

(12) If Franchisee has received two (2) or more notices of default, within the previous twelve (12) months, Snap-on shall be entitled to terminate this Agreement upon the next default by Franchisee under this Section 20.B. without providing Franchisee an opportunity to correct the default; or

(13) If any purported assignment or transfer of any interest in this Agreement or the franchise business (other than an interest in the van as security for borrowing to finance the purchase of the van or lease of the van or an interest in the inventory, accounts receivable or other business assets to Snap-on Credit or its assigns in the ordinary course of Franchisee's business) occurs, by operation of law or otherwise; or

(14) If Franchisee, in the reasonable belief of Snap-on, is unable to perform its duties under this Agreement, and such inability to perform continues for a period of 30 days; or

(15) If Franchisee fails at anytime to maintain the amount of minimum inventory required in Section 7.A.3.

(16) If Franchisee at anytime after the end of the 12 months after the Effective Date:

a) Has average paid sales less than \$5,600 both during the 6-week period immediately preceding the date of measurement and for the period from the Effective Date through the date of measurement; or

b) Has average RA collections less than \$4,000 both during the 6-week period immediately preceding the date of measurement and during the period from the Effective Date through the date of measurement.

C. Termination upon Expiration of Cure Period.

(1) Except for those items listed in preceding Sections 20.A.-B., Franchisee shall have thirty (30) days after written notice of default from Snap-on within which to remedy any default under this Agreement, including, but not limited to, those items set forth below as a. through e. of this Section 20.C.(1), and provide evidence of that remedy to Snap-on. If any such default is not cured within that time, this Agreement shall terminate without further notice to Franchisee effective immediately upon expiration of that time, unless Snap-on shall notify Franchisee otherwise in writing.

a) Failure by Franchisee to comply with any of the requirements imposed by this Agreement, as supplemented by the Snap-on Program from time to time, including the Operations Manual, or to carry out the terms of this Agreement in good faith; or

b) Failure of Franchisee to submit when required any reports pertaining to the franchise; or

c) Failure of Franchisee to, at all times, act in a competent, fair, honest, ethical and courteous manner in accordance with the image and reputation of Snap-on and the Snap-on Program, and maintain a neat and clean appearance; or

d) Failure of Franchisee to use Franchisee's best efforts to promote aggressively and develop fully the sales of **Products** at stops on the List of Calls; or

e) Failure of Franchisee to call on every potential customer at stops on the List of Calls at least once a week, unless certain exceptions are granted by Snap-on in writing. If Franchisee receives notice of default for failure to call on every potential customer at least once a

week, Franchisee may only cure such default by submitting such documentation of cure as Snap-on shall require, which Snap-on may verify by such means as it shall determine.

(2) Notwithstanding the provisions of preceding Section 20.C.(1), if Franchisee defaults in the payment of any monies owed to Snap-on (or any subsidiary or affiliate of Snap-on) when such monies become due and payable, whether pursuant to this Agreement or otherwise, and Franchisee fails to pay such monies within ten (10) days after written notice of default from Snap-on, then, unless Snap-on shall notify Franchisee otherwise in writing, this Agreement shall terminate without prejudice to any and all other rights and remedies Snap-on may have under this Agreement or under applicable law.

D. Non-waiver. Termination of this Agreement shall not prejudice any and all other rights and remedies Snap-on may have under this Agreement, any other written agreement between Franchisee and Snap-on or any subsidiary or affiliate of Snap-on under applicable law.

E. Statutory Limitations. Notwithstanding the provisions of preceding Sections 20.A.-D., in the event any valid, applicable law or regulation of a competent governmental authority having jurisdiction over the franchise granted by this Agreement requires a notice or cure period prior to termination longer than set forth in preceding Sections 20.A.-C., this Agreement shall be deemed amended to conform to the minimum notice or cure period required by such applicable law or regulation.

21. Effect of Expiration or Termination. Upon the termination of this Agreement for any reason or expiration of this Agreement without entering into a Standard Franchise Agreement, Franchisee shall cease to be an authorized Snap-on franchisee and the parties shall do the following:

A. Franchisee shall return to Snap-on the **Products** provided to Franchisee pursuant to Section 7.A. or purchased by Franchisee from Snap-on (except for **Products** no longer manufactured and/or distributed by Snap-on and **Products** specially made or ordered for Franchisee or Franchisee's customers) that are in new, unused and saleable condition (as determined by Snap-on in its sole business judgment). If the **Products** that Franchisee returns to Snap-on do not have an aggregate value, calculated at the price Snap-on currently charges its franchisees for such **Products**, at least equal to all sums owing to Snap-on and its affiliates, then after applying the Franchise Equity Payments as provided in Section 4. of this Agreement, Franchisee must pay Snap-on an amount equal to such difference. Such Products must be delivered to Snap-on, and such amounts paid to Snap-on, within fifteen (15) days after termination of this Agreement. Snap-on shall have the option, but not the obligation, to repurchase, at a price separately negotiated with Franchisee, Products that are not in new, unused and saleable condition, that are no longer manufactured and/or distributed by Snap-on or that were specially made or ordered for Franchisee or specified customers;

B. Franchisee shall continue to abide by the restrictions contained in Section 15 and shall not, directly or indirectly, take any action which violates those restrictions; and

C. Franchisee promptly shall return to Snap-on all copies of Operations Manuals and any other manuals furnished to Franchisee, together with all other materials containing trade secrets, operating instructions or business practices of the Snap-on Program; and

D. Franchisee immediately shall discontinue all use of the Trademarks and of any and all signs, paper goods or any other objects bearing the Trademarks, or any reference whatsoever thereto; remove the Trademarks from clothing, materials, motor vehicles and other equipment owned or used by Franchisee in the conduct of the franchise (except **Products**); cancel all advertising that contains the Trademarks (including telephone directory listings); and take such action as may be necessary to cancel any filings or registrations that contain any Trademarks; and

E. Franchisee promptly shall execute any and all documents reasonably requested by Snap-on that are necessary to effectuate termination of Franchisee's license and interest in and to the use of the Trademarks and the Snap-on Program; and

F. Franchisee shall cease to: (i) operate or do business under any name or in any manner that might tend to give the impression that this Agreement is still in force or that Franchisee is connected in any way with Snap-on, or has any right to use the Snap-on Program or the Trademarks; and (ii) make use of, or avail itself of, any of the trade secrets of, or information received from, Snap-on or disclose or reveal any such information or any portion thereof to anyone not employed by Snap-on or its franchisees; and

G. Franchisee may offer to sell some or all of Franchisee's Revolving Accounts ("RAs") to Snap-on or its designee. Snap-on or its designee shall have the option, but not the obligation, to purchase some or all of the RAs offered by Franchisee. The purchase price for the RAs shall be equal to seventy-five percent (75%) of the balance due of each RA being sold unless otherwise agreed to by the parties. Snap-on shall be entitled to offset against payments for RA purchases all monies owed to Snap-on (or any subsidiaries or affiliates of Snap-on) by Franchisee, including for up to sixty (60) days: (i) any unpaid Open Account amounts; and (ii) Franchisee's obligations under Extended Credit Contracts assigned to Snap-on (or any subsidiaries or affiliates of Snap-on) by Franchisee, as provided in the Franchisee Servicing Agreement between Franchisee and Snap-on Credit. Snap-on may offset amounts due Snap-on Credit and remit same to Snap-on Credit; and

H. Franchisee and Snap-on agree that termination of this Agreement under any circumstances shall not impair, release, or extinguish any debt, obligation, or liability of Franchisee to Snap-on that may have accrued during the term of this Agreement, including any debt, obligation, or liability that was the cause of termination or arose out of such cause and that the security interest granted to Snap-on by Franchisee under this Agreement shall continue in full force and effect until all of such debts, obligations and liabilities of Franchisee to Snap-on have been fully discharged by Franchisee. All promises and agreements of Franchisee that are to be performed after the termination of this Agreement shall survive termination; and

I. Franchisee shall comply with all of Franchisee's obligations under the Loan and Security Agreement (if applicable) and the Franchisee Servicing Agreement.

22. **Covenant Not to Compete.**

A. During the term of this Agreement, Franchisee shall not individually, or in conjunction with any other person or in any manner or capacity, directly or indirectly, carry on or be engaged in, concerned with or interested in, financially or otherwise, or advise in the establishment or operation of, any business involved in the sale of (a) tools, equipment, merchandise or services to automobile dealerships, independent repair shops, marinas or body shops, or (b) any other **Products** or merchandise that would compete with the **Products**. Notwithstanding the above, Franchisee shall not be prohibited from owning shares of a class of securities listed on a stock exchange or traded on the over-the-counter market that represent less than three percent (3%) of the number of shares of that class of securities issued and outstanding.

B. For the period of time set forth below following termination or expiration of this Agreement, Franchisee shall not directly or indirectly solicit or sell any mechanic's tools, automotive service equipment, or related products that would compete with Snap-on **Products** to any customer at any stop listed on Franchisee's List of Calls that was in effect at the time of such termination or expiration; provided however, that this restriction shall not apply to Franchisee if Franchisee signs a Standard Franchise Agreement. This restriction applies for either 12 months or the length of time this Agreement was in effect, whichever is shorter. Franchisee agrees to this restriction in consideration of the rights granted by this Agreement.

23. Approvals and Waivers. No waiver by any party of any provision of this Agreement shall be deemed a waiver of any other provision of this Agreement or of any subsequent breach by any other party of the same or another provision. Any party's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of the other party's consent to or approval of any subsequent act. Snap-on and Franchisee shall not be deemed to have waived or impaired any right, power or option reserved by this Agreement by virtue of: any custom or practice of the parties at variance with the terms hereof; any failure, refusal or neglect of Snap-on or Franchisee to exercise any right under this Agreement or to insist upon exact compliance by the other with its obligations hereunder, including, without limitation, any mandatory specification, standard or operating procedure; any waiver, forbearance, delay, failure or omission by Snap-on to exercise any right, power or option, whether of the same, similar or different nature, with respect to any other Snap-on franchisee; or Snap-on's acceptance of any payments from Franchisee after any breach by Franchisee of this Agreement.

Snap-on and Franchisee may by written instrument unilaterally waive or reduce any obligation of or restriction upon the other under this Agreement, effective upon delivery of written notice thereof to the other or such other effective date stated in the notice of waiver. Any waiver granted by Snap-on shall be without prejudice to any other rights Snap-on may have, will be subject to Snap-on's continuing review and may be revoked, in Snap-on's sole business judgment, at any time and for any reason, effective upon delivery to Franchisee of ten (10) days prior written notice.

24. Indemnification.

A. Franchisee shall, at all times, indemnify, defend (with counsel selected by Snap-on), and hold harmless (to the fullest extent permitted by law) Snap-on, its affiliates, successors and assigns and their respective past and present directors, officers, employees, agents and representatives (collectively "Indemnitees") from and against all "losses and expenses" (as defined below) incurred in connection with any action, suit, proceeding, claim, demand, investigation or inquiry (formal or informal) by or against Indemnitees or any settlement thereof (whether or not a formal proceeding or action had been instituted), arising out of or resulting from or connected with operation of the franchise, except (i) claims for bodily injury or property damage caused solely by a manufacturing or design defect in a Product that could not have been discovered by Franchisee prior to sale or (ii) claims for breach of warranty relating to Products purchased from Snap-on that are not, in whole or in part, the result of Franchisee's sales, service or repair practices or conduct. Franchisee shall promptly give Snap-on notice of any such action, suit, proceeding, claim, demand, inquiry or investigation filed or instituted against Franchisee and, upon request, shall furnish Snap-on with copies of any documents from such matters as Snap-on reasonably may request.

B. As used in this Section, the phrase "losses and expenses" shall include, but not be limited to, all losses; compensatory, exemplary and punitive damages; fines; charges; costs; expenses; attorneys' fees; court costs; settlement amounts; judgments; compensation for damages to Snap-on's reputation and goodwill; costs of, or resulting from, delays; financing; costs of advertising material and media time/space and the costs of changing, substituting or replacing the same; and any and all expenses of recall, refunds, compensation, public notices and other such amounts incurred in connection with the matters described.

25. Dispute Resolution.

A. Mediation. Except as otherwise provided in Section 25.C., any controversy or dispute arising out of, or relating to the termination of Franchisee's franchise business or the termination or nonrenewal of this Agreement including, but not limited to, any claim by Franchisee, or any person in privity with or claiming through, on behalf of or in the right of Franchisee must be submitted to non-binding mediation prior to any matter being submitted to arbitration. This provision applies only to controversies and disputes that are specific to Franchisee, or any person in privity with or claiming through, on behalf of or in the right of Franchisee and not to issues that effect Snap-on franchisees generally. Any such mediation will be held within 30 days after a demand for mediation is made by

either party by notice to the other party. The mediation will be conducted in the state in which Franchisee resides.

The mediator will be selected by Snap-on and be someone knowledgeable with the Snap-on business. Franchisee may be accompanied at the mediation by anyone of Franchisee's choosing. If Franchisee elects not to be represented by counsel, Snap-on will also participate in the mediation without counsel. Snap-on will pay the costs of the mediator and location at which the mediation takes place.

B. Arbitration. Except as otherwise provided in Section 25.C., any controversy or dispute arising out of, or relating to Franchisee's franchise business or this Agreement including, but not limited to, any claim by Franchisee, or any person in privity with or claiming through, on behalf of or in the right of Franchisee, concerning the entry into, performance under, nonrenewal of, or termination of, this Agreement; any claim against a past or present employee, officer, director, agent or affiliate of Snap-on; any claim of breach of this Agreement; and any claims arising under state or federal laws, including any statutes, rules, or regulations, shall be submitted to final and binding arbitration as the sole and exclusive remedy for any such controversy or dispute. Persons in privity with or claiming through, on behalf of or in the right of Franchisee include, but are not limited to, spouses and other family members, heirs, executors, representatives, successors and assigns. In no event shall persons in privity with or claiming through, on behalf of or in the right of Franchisee include other Snap-on franchisees who have signed separate franchise agreements with Snap-on.

As a condition of submitting a controversy or dispute regarding the termination of Franchisee's franchise business or the termination or nonrenewal of this Agreement to arbitration, the parties must have participated in and failed to resolve the controversy or dispute through mediation, or the party filing the arbitration has made himself available to participate, but the party against whom the arbitration is filed refused to participate or otherwise failed to make himself available to participate in the mediation process within the prescribed time. Unless prohibited by applicable law, any claim shall be made by filing a written demand for arbitration within one (1) year following the conduct, act or other event or occurrence first giving rise to the claim; otherwise, the right to any remedy shall be forever barred.

The right and duty of the parties to this Agreement to resolve any disputes by arbitration shall be governed exclusively by the Federal Arbitration Act, as amended, and arbitration shall take place according to the commercial arbitration rules of the American Arbitration Association in effect as of the date the demand for arbitration is filed. The arbitration shall be held at the office of the American Arbitration Association nearest the Snap-on Regional Sales Office to which Franchisee was assigned most recently prior to the demand or arbitration; provided, however, if such office is outside the state in which the Franchisee resides, Franchisee may cause the arbitration to be held within the Franchisee's state of residence at a place mutually convenient to the parties and the arbitrator.

The arbitration shall proceed before a single arbitrator. The arbitrator shall be chosen by the striking method from a panel of neutral arbitrators provided by the American Arbitration Association. If the amount claimed by the party filing for arbitration both in the original demand for arbitration and in any amendment is less than Seventy-five Thousand Dollars (\$75,000.00), Snap-on shall pay the fees and expenses of the arbitrator and the filing fees and costs charged by the American Arbitration Association up to a maximum of Seven Thousand Five Hundred Dollars (\$7,500.00). Any amount in excess of Seven Thousand Five Hundred Dollars (\$7,500.00) will be split equally by the parties. If the amount of the claim filed either in the original demand for arbitration or by amendment is for Seventy-Five Thousand Dollars (\$75,000.00) or more, the parties agree to split equally the fees and expenses of the arbitrator and the filing fees and costs charged by the American Arbitration Association.

Unless otherwise agreed by the parties or ordered by the arbitrator, pre-hearing discovery in any arbitration is limited to the following: (1) production of all documents that will be introduced at the hearing; (2) production of written or recorded statements that a party intends to introduce at the hearing; (3) production of all documents relied upon by experts who will testify at the hearing; (4) production by Franchisee of tax returns filed by Franchisee for the last three (3) years; (5) production by Snap-on of Franchisee's statements of account balance with Snap-on for the period Franchisee operated under this Agreement and (6) not more than two depositions per side.

Each party further agrees that, unless such a limitation is prohibited by applicable law, the other party shall not be liable for punitive or exemplary damages and the arbitrator shall have no authority to award the same. The award or decision by the arbitrator shall be final and binding on the parties and may be enforced by judgment or order of a court having subject matter jurisdiction in the state where the arbitration took place. The parties consent to the exercise of personal jurisdiction in the state where the arbitration took place. The parties consent to the exercise of personal jurisdiction over them by such courts for the purpose of carrying out this provision; and they waive any objections that they would otherwise have to the same.

Unless prohibited by applicable law, (1) no arbitration under Section 25 shall include, by consolidation, joinder, class action or in any other manner, any person other than Franchisee and Snap-on and any other person in privity with or claiming through, in the right of or on behalf of Franchisee or Snap-on, unless both Franchisee and Snap-on consent in writing, and (2) no finding or stipulation of fact in any other arbitration, judicial or similar proceeding shall be given preclusive or collateral estoppel effect in any arbitration hereunder, and no conclusion of law in any other arbitration shall be given any weight in any arbitration hereunder, except to the extent such finding, stipulation or conclusion may have been determined in another proceeding between Franchisee and Snap-on or any person in privity with or claiming through, in the right of or on behalf of Franchisee or Snap-on. The parties agree to arbitrate only controversies and disputes that are specific to Franchisee, or any person in privity with or claiming through, on behalf of or in the right of Franchisee and not issues that effect Snap-on franchisees generally, as a class action or otherwise. In no event shall the arbitrator have the right, power, jurisdiction or contractual authority to award any damages or relief in excess of or in addition to those damages suffered by the parties to the arbitration.

In the event any provision in this Section 25, other than the prohibition against consolidation, joinder and class action, is determined to be legally invalid or unenforceable under the law applicable in a particular case, then it is the intention of the parties to this Agreement that such provision be deemed inoperative and stricken from this Agreement, and that the remainder of this Section 25, to the extent not legally invalid or unenforceable under applicable law, be enforced as written as if the invalid or unenforceable provision or provisions had not been included in this Section 25. If the prohibition against consolidation, joinder and class action is determined to be legally invalid or unenforceable in a particular case, then it is the intent of the parties that the case shall proceed only in any federal court of competent jurisdiction, or in the event there is no jurisdiction in a federal court, then in that situation only, the case shall proceed in a state court of competent jurisdiction.

C. Provisional Remedies. Each party shall have the right to seek from an appropriate court provisional remedies including, but not limited to, temporary restraining orders, preliminary injunctions or replevin orders before, during or after arbitration. Neither party need await the outcome of the arbitration before seeking provisional remedies. Seeking any such remedies shall not be deemed to be a waiver of either party's right to compel arbitration. Any such action shall be brought by Snap-on or Franchisee in the county (or similar political unit) or federal judicial district where Franchisee resides, or where any property that may be the subject of the action is located. The parties consent to the exercise of personal jurisdiction over them by courts located there and to the propriety of venue in such courts for the purpose of carrying out this provision; they waive any objections that they would otherwise have to the same; and they waive the right to have any such action decided by a jury.

26. Entire Agreement. Snap-on and Franchisee each acknowledge and warrant to each other that they wish to have all terms of this business relationship defined in this written Agreement. Neither Snap-on nor Franchisee wishes to enter into a business relationship with the other in which any terms or obligations are the subject of alleged oral statements or in which oral statements serve as the basis for creating rights or obligations different than or supplementary to the rights and obligations set forth herein. Accordingly, Snap-on and Franchisee agree that this Agreement, together with any other documents or agreements executed by the parties contemporaneously hereto, supersede and cancel any prior and/or contemporaneous discussions (whether described as representations, inducements, promises, agreements or any other term) between Snap-on or anyone acting on its behalf and Franchisee or anyone acting on its behalf, which might be taken to constitute agreements, representations, inducements, promises or understandings (or any equivalent to such terms) with respect to the relationship between the parties; and Snap-on and Franchisee each agree that they have placed, and will place, no reliance on any such discussion. This Agreement, together with any other documents or agreements executed by the parties in connection with the franchise, constitutes the entire agreement between the parties and contains all of the terms, conditions, rights and obligations of the parties with respect to any aspect of the relationship between the parties. No further franchise rights or offer of franchise rights have been promised to Franchisee and no such franchise rights or offer of franchise rights shall come into existence, except by means of a separate writing, executed by a duly authorized person on behalf of Snap-on or such other entity granting the franchise rights and specifically identified as a modification of this Agreement. Nothing in this Agreement or any related agreement is intended to disclaim the representations made by Snap-on in the Franchise Disclosure Document provided to Franchisee. No change, modification, amendment or waiver of any of the provisions hereof shall be effective and binding upon either party unless it is in writing, specifically identified as an amendment hereto and signed by the party to be charged.

27. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the state in which the Snap-on Regional Sales Office to which Franchisee was assigned at the time this Agreement was executed is located, except to the extent that the Federal Arbitration Act shall apply in accordance with Section 25. above.

28. Effect of State Laws; Severability. Each article, paragraph, subparagraph, term, and condition of this Agreement, and any portions thereof, shall be considered severable. If, for any reason, any portion of this Agreement is determined to be invalid, contrary to, or in conflict with, any applicable present or future law, rule, or regulation in a final, unappealable ruling issued by any court, agency, or tribunal with valid jurisdiction in a proceeding to which Snap-on is a party, that ruling shall not impair the operation of, or have any other effect upon, any other portions of this Agreement; all of which shall remain binding on the parties and continue to be given full force and effect. Any invalid portion shall be deemed not to be a part of this Agreement as of the date upon which the ruling becomes final, if Franchisee is a party to such proceedings, or upon Franchisee's receipt of notice of nonenforcement from Snap-on.

29. Notices. All notices, requests, consents, or approvals required or permitted to be given hereunder shall be in writing and shall be deemed to be properly delivered immediately, if personally delivered, or five (5) business days after having been sent by United States Postal Service registered, certified, or express mail, postage prepaid, return receipt requested: (a) if to Franchisee, addressed to Franchisee at the address first above written or at such other address as Franchisee may have designated from time-to-time by written notice to Snap-on; and (b) if to Snap-on, addressed to Snap-on at 2801 80th Street, Kenosha, Wisconsin, 53143 (marked Attention: Legal Department), or to such other person or at such other address as Snap-on may have designated from time to time by written notice to Franchisee.

30. Application of Payments from Franchisee. Notwithstanding any designation by Franchisee, Snap-on shall have the sole discretion to apply any payments made by Franchisee to Snap-on

(including payments designated by Franchisee for any savings, retirement, stock purchase or similar type of accounts) to any indebtedness owed by Franchisee to Snap-on or any of Snap-on's affiliates.

31. Business Judgment. The parties hereto recognize, and for the purposes of applying and interpreting the agreement of the parties, any mediator, arbitrator or judge is affirmatively advised, that certain provisions of this Agreement describe the right of Snap-on to take (or refrain from taking) certain actions in the exercise of its business judgment based on its assessment of the overall best interests of the Snap-on Program. Where such discretion has been exercised, and is shown to be supported by the business judgment of Snap-on, it is agreed that neither a mediator nor an arbitrator nor a judge shall substitute his or her judgment as to the overall best interests of the Snap-on Program for the business judgment which was exercised by Snap-on.

32. Representations by Franchisee. FRANCHISEE REPRESENTS, ACKNOWLEDGES AND WARRANTS TO SNAP-ON THAT:

A. THIS AGREEMENT INVOLVES SIGNIFICANT LEGAL AND BUSINESS RIGHTS AND RISKS. FRANCHISEE HAS READ THIS AGREEMENT IN ITS ENTIRETY, HAS BEEN THOROUGHLY ADVISED WITH REGARD TO THE TERMS AND CONDITIONS OF THIS AGREEMENT BY COUNSEL OR OTHER ADVISOR(S) OF FRANCHISEE'S OWN CHOOSING, HAS HAD AMPLE OPPORTUNITY TO INVESTIGATE ALL REPRESENTATIONS MADE BY OR ON BEHALF OF SNAP-ON, AND HAS HAD AMPLE OPPORTUNITY TO CONSULT WITH CURRENT AND FORMER SNAP-ON FRANCHISEES; AND

B. FRANCHISEE HAS NOT RECEIVED FROM SNAP-ON ANY REPRESENTATION OF FRANCHISEE'S POTENTIAL SALES, EXPENSES, INCOME, PROFIT OR LOSS, AND HAS NOT RECEIVED FROM EITHER SNAP-ON, OR ANYONE ACTING ON ITS BEHALF, ANY REPRESENTATION OTHER THAN THOSE CONTAINED IN THE FRANCHISE DISCLOSURE DOCUMENT AS INDUCEMENTS TO ENTER THIS AGREEMENT; AND

C. FRANCHISEE UNDERSTANDS THAT SNAP-ON MAKES NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS THAT FRANCHISEE WILL ACHIEVE ANY DEGREE OF SUCCESS IN THE OPERATION OF THE FRANCHISE AND, WHILE SNAP-ON WILL PROVIDE FRANCHISEE WITH TRAINING, ADVICE, AND CONSULTATION AS PROVIDED IN THIS AGREEMENT AND THE OPERATIONS MANUAL, SUCCESS IN THE OPERATION OF THE FRANCHISE DEPENDS ULTIMATELY ON FRANCHISEE'S EFFORTS AND ABILITIES AND ON OTHER FACTORS, INCLUDING, BUT NOT LIMITED TO, MARKET AND OTHER ECONOMIC CONDITIONS, FRANCHISEE'S FINANCIAL CONDITION, AND COMPETITION; AND

D. ALL INFORMATION PROVIDED SNAP-ON BY FRANCHISEE IN CONNECTION WITH THE APPROVAL OF FRANCHISEE AS A FRANCHISEE IS TRUTHFUL AND ACCURATE; AND

E. FRANCHISEE UNDERSTANDS THAT SNAP-ON MAY SELL PRODUCTS TO THOSE PURCHASERS IDENTIFIED IN SECTIONS 1.D., 1.E. AND 1.F. AND THAT SNAP-ON MAY ALTER FRANCHISEE'S LIST OF CALLS IN ACCORDANCE WITH SECTION 1.C.; AND

F. FRANCHISEE UNDERSTANDS THAT, FROM TIME TO TIME, SNAP-ON MAY CHANGE OR MODIFY THE SNAP-ON PROGRAM, INCLUDING THE OPERATIONS MANUAL, AS PROVIDED IN SECTION 6, AND THAT FRANCHISEE WILL BE REQUIRED TO MAKE SUCH EXPENDITURES AS SUCH CHANGES OR MODIFICATIONS IN THE SNAP-ON PROGRAM MAY REQUIRE. SUCH CHANGES TO THE SNAP-ON PROGRAM ARE CONTEMPLATED BY THIS AGREEMENT AND DO NOT CONSTITUTE ACTION WHICH IS INCONSISTENT WITH SECTION 26 OF THIS AGREEMENT; AND

G. FRANCHISEE UNDERSTANDS THAT FRANCHISEE MAY SELL PRODUCTS AND APPROVED TOOLS AND ONLY AT THOSE LOCATIONS IDENTIFIED ON THE LIST OF CALLS, AS MODIFIED FROM TIME TO TIME, AND THAT FRANCHISEE MAY NOT SELL PRODUCTS OR APPROVED TOOLS AT OTHER LOCATIONS; AND

H. FRANCHISEE UNDERSTANDS THAT EXCEPT AS PROVIDED IN SECTION 3 OF THIS AGREEMENT, HE HAS NO RIGHT, UPON TERMINATION OR EXPIRATION OF THIS AGREEMENT, TO BECOME A STANDARD FRANCHISEE OR TO SIGN A STANDARD FRANCHISE AGREEMENT. FURTHER FRANCHISEE UNDERSTANDS THAT IF HE IS OFFERED A STANDARD FRANCHISE, THE TERMS OF THE STANDARD FRANCHISE AGREEMENT AND THE SNAP-ON PROGRAM AS IT RELATES TO SUCH STANDARD FRANCHISE MAY BE MATERIALLY DIFFERENT THAN SUCH TERMS AS THEY EXIST AS OF THE EFFECTIVE DATE HEREOF; AND

I. FRANCHISEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT SNAP-ON AND ITS AFFILIATES HAVE THE EXCLUSIVE UNRESTRICTED RIGHT TO SELL, OR LICENSE OTHERS TO SELL, MERCHANDISE OTHER THAN PRODUCTS (AS THAT TERM IS DEFINED IN THIS AGREEMENT) AT THOSE LOCATIONS IDENTIFIED ON THE LIST OF CALLS; AND

J. FRANCHISEE ALSO EXPRESSLY ACKNOWLEDGES AND AGREES THAT SNAP-ON AND ITS AFFILIATES SELL, OR MAY IN THE FUTURE SELL, PRODUCTS AND MERCHANDISE BEARING THE TRADEMARKS, OTHER TRADEMARKS OWNED BY SNAP-ON OR ITS AFFILIATES, AND OTHER MARKS AT LOCATIONS IN THE GEOGRAPHIC AREA NEAR THE STOPS DESCRIBED ON FRANCHISEE'S LIST OF CALLS AND ELSEWHERE, AND THAT NOTHING IN THIS AGREEMENT SHALL RESTRICT SNAP-ON OR ITS AFFILIATES FROM SO DOING; AND

K. FRANCHISEE HAS THE POWER AND AUTHORITY TO ENTER INTO THIS AGREEMENT WITHOUT THE CONSENT OF ANY OTHER PERSON AND THAT NO OTHER AGREEMENT TO WHICH FRANCHISEE IS A PARTY PROHIBITS OR IN ANY WAY RESTRICTS FRANCHISEE FROM ENTERING INTO THIS AGREEMENT OR FROM COMPLYING WITH EACH AND EVERY TERM AND CONDITION OF THIS AGREEMENT.

L. FRANCHISEE UNDERSTANDS THAT, IN THE EVENT OF A DISPUTE BETWEEN SNAP-ON AND FRANCHISEE, THE DISPUTE WILL, AFTER MEDIATION IF REQUIRED UNDER SECTION 25.A., BE SUBMITTED TO BINDING ARBITRATION AND THAT FRANCHISEE HAS WAIVED ANY RIGHT TO A JURY TRIAL AND A JUDICIAL RESOLUTION OF THE DISPUTE.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date first above written.

FRANCHISEE:

SNAP-ON:
SNAP-ON TOOLS COMPANY LLC

By: _____
Printed Name: «FullName»

By: _____
Printed Name: «RegionalManager»
Title: Regional Manager

Witness

Witness

EXHIBIT A

LIST OF CALLS

APPROVED BY: SNAP-ON TOOLS COMPANY LLC

«RegionalManager», Regional Manager

«FullName»

Date Approved

(This List of Calls will remain in effect until
superseded by an approved amendment or a new List of Calls.)

**Addendum to the
Snap-on Tools Company LLC
Gateway Franchise Agreement
For Use in California**

This Addendum to the Gateway Franchise Agreement dated _____, _____, between SNAP-ON TOOLS COMPANY LLC ("Snap-on") and _____ ("Franchisee") is entered into simultaneously with the execution of the Gateway Franchise Agreement.

1. Section 18.C. is hereby replaced in its entirety with the following new Sections 18.C, 18.D. and 18.E:

C. Transfer Upon Death. Notwithstanding the provisions of Section 18.B., if this Agreement is in force and effect at the time of the death of Franchisee, the surviving spouse, heirs or estate of Franchisee (collectively, "heir") shall have the right to continue operating the franchise for a reasonable period of time following such death, during which time the heir either shall make application to Snapon to become the Franchisee, or transfer Franchisee's entire interest in Franchisee or the franchise business to a third party.

(1) In the event the heir seeks to become the Franchisee, Snap-on shall not unreasonably withhold its consent to approval of the heir, provided that the following conditions are met. The heir shall:

a. Demonstrate to Snap-on's satisfaction that the heir meets Snap-on's managerial, operational and business standards for a new franchisee; possesses a good moral character, business reputation, and credit rating; has the aptitude and ability to operate the franchise (as may be demonstrated by prior related business experience or otherwise); and has adequate financial resources and capital to operate the franchise; and

b. Execute Snap-on's then-current form of Gateway Franchise Agreement or Standard Franchise Agreement and other ancillary agreements (all of which may differ from this Agreement and the ancillary agreements signed by the original Franchisee) as Snap-on may require; and

c. Successfully complete Snap-on's initial training program required for all new franchisees; and

d. Pay Snap-on a transfer fee to reimburse Snap-on for its legal, training, and other expenses in connection with the transfer of the franchise. The amount of the transfer fee shall be equal to the initial license set forth in the then-current form of Gateway Franchise Agreement or the transfer fee in effect at the time of the transfer if entering into a Standard Franchise Agreement, as applicable; and

e. Execute all agreements necessary in Snap-on's sole business judgment to accomplish the transfer and assumption under this Agreement. The heir shall also provide Snap-on with whatever information and/or documentation regarding the transfer that Snap-on shall request and shall comply with Snap-on's other reasonable requirements related to the transfer.

(2) In the event the heir seeks to transfer Franchisee's interest in Franchisee or the franchise business to a third party, the heir may only transfer all of Franchisee's interest. Snap-on shall not unreasonably withhold its consent to such a transfer; provided the following conditions are met:

a. The heir shall have first offered to sell the interest being transferred to Snap-on, pursuant to this Agreement, and Snap-on shall have declined to exercise its right of first refusal.

b. The terms of the sale, including the price, shall not, in Snap-on's sole business judgment, jeopardize the ability of the transferee to maintain, operate and promote the franchise and meet the financial obligations to Snap-on and other creditors. This provision shall not create any liability on the part of Snap-on to the transferee in the event that Snap-on approves the transfer and the transferee experiences financial difficulties.

c. All of Franchisee's monetary obligations to Snap-on (and Snap-on's subsidiaries and affiliates) and all other outstanding obligations related to the franchise (including, but not limited to, bills from suppliers, taxes, judgments and any required governmental reports, returns, affidavits or bonds) shall have been satisfied. Snap-on reserves the right to require that a reasonable sum of money be placed in escrow to ensure that all such obligations will be satisfied.

d. The heir shall execute a general release, in a form satisfactory to Snap-on, of any and all claims against Snap-on and its subsidiaries and affiliates and their respective past and present officers, directors, shareholders, agents and employees, in their corporate and individual capacities, including, without limitation, claims arising under federal, state and local laws, rules and ordinances, and claims arising out of, or relating to, this Agreement, any other agreements between Snap-on, Snap-on Credit, their subsidiaries and affiliates and Franchisee and Franchisee's operation of the franchise, but excluding any claims the release of which is prohibited by applicable law.

e. The heir shall execute all agreements necessary in Snap-on's sole business judgment to accomplish the transfer and assumption of obligations under this Agreement. The heir shall also provide Snap-on with whatever information and/or documentation regarding the transfer that Snap-on shall request and shall comply with Snap-on's other reasonable requirements related to the transfer.

f. The transferee shall:

1) Demonstrate to Snap-on's satisfaction that it meets Snap-on's managerial, operational and business standards for a new franchisee; possesses a good moral character, business reputation, and credit rating; has the aptitude and ability to operate the franchise (as may be demonstrated by prior related business experience or otherwise); and has adequate financial resources and capital to operate the franchise; and

2) Execute Snap-on's then-current form of Gateway Franchise Agreement or Standard Franchise Agreement and other ancillary agreements (all of which may differ from this Agreement and the ancillary agreements signed by the original franchisee) as Snap-on may require; and

3) Successfully complete, Snap-on's initial training program required for all new franchisees; and

4) Pay Snap-on a transfer fee to reimburse Snap-on for its legal, training, and other expenses in connection with the transfer of the franchise. The amount of the transfer fee shall

be equal to the initial license set forth in the then-current form of Gateway Franchise Agreement or the transfer fee in effect at the time of the transfer if entering into a Standard Franchise Agreement, as applicable; and

5) Execute all agreements necessary in Snap-on's sole business judgment to accomplish the transfer and assumption of obligations under this Agreement. Transferee shall also provide Snap-on with whatever information and/or documentation regarding the transfer that Snap-on shall request and shall comply with Snap-on's other reasonable requirements relating to the transfer.

D. Snap-on's Right of First Refusal. If the heir ("transferor") desires to sell, transfer or assign all of transferor's interest in the franchise, and enters into a bona fide agreement with a third-party buyer, transferor shall deliver a true and complete copy of the same to Snap-on. Snap-on shall have the right to purchase transferor's interest in the franchise by paying transferor an amount equal to the current value of the purchase price agreed to between transferor and the third-party buyer. Snap-on shall have thirty (30) days in which to notify transferor that it will exercise its right of first refusal and sixty (60) days to approve transferor's sale of the franchise. This time period begins upon transferor's delivery of all information and documentation requested by Snap-on from transferor necessary to evaluate the offer and the sale of the franchise, including an enforceable contract to purchase all of transferor's interest in the franchise. If Snap-on accepts any such offer, it shall be entitled to offset against the purchase price paid to transferor any monies owed by transferor to Snap-on, Snap-on Credit or their subsidiaries and affiliates.

If Snap-on does not advise transferor of its acceptance or rejection of the offer within the specified thirty (30) day period then Snap-on is presumed to have declined to purchase the franchise from transferor. If Snap-on fails to advise transferor of its approval or disapproval of transferor's sale of the franchise within the specified sixty (60) day period then, provided transferor and buyer comply with all contractual requirements and conditions required for a transfer, transferor may sell, transfer or assign transferor's interest, but not at a lower price, nor on more favorable terms, than those presented to Snap-on. In no event shall transferor offer any interest for sale, transfer or assignment at public auction, nor at any time shall an offer be made to the public to sell, transfer or assign such interest through an advertisement, either in the newspapers or otherwise, without Snap-on's prior written consent to such advertisement or publication. Transferor's failure to close any approved sale within 120 days following transferor's receipt of a statement acknowledging Snap-on's receipt of an enforceable contract to purchase all of transferor's interest in Franchisee or the franchise as well as any information and documentation requested by Snap-on from transferor necessary to evaluate the offer and the sale of the franchise will immediately revive Snap-on's right of first refusal.

E. Statutory Limitations. Notwithstanding the provisions of Sections 18.B., 18.C. and 18.D., in the event any valid, applicable law or regulation of competent governmental authority having jurisdiction over the franchise granted by this Agreement requires action by Snap-on different from that provided in Sections 18.B, 18.C or 18.D, this Agreement shall be deemed amended to conform to the requirements of such applicable law or regulation.

2. Section 20.A.(5) of the Gateway Franchise Agreement is amended to read as follows:

(5) Upon the incapacity of Franchisee.

3. Except as expressly modified by this Addendum, the Gateway Franchise Agreement remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first above written.

FRANCHISEE:

SNAP-ON TOOLS COMPANY LLC

By: _____

Witness

Witness

**Addendum to the
Snap-on Tools Company LLC
Gateway Franchise Agreement
For Use in Hawaii**

This Addendum to the Gateway Franchise Agreement dated _____, between SNAP-ON TOOLS COMPANY LLC ("Snap-on") and _____ ("Franchisee") is entered into simultaneously with the execution of the Gateway Franchise Agreement.

1. Section 21.A. is hereby replaced in its entirety with the following:

A. Franchisee shall return to Snap-on the Products provided to Franchisee pursuant to Section 7.A. Snap-on shall repurchase from Franchisee all Products purchased by Franchisee from Snap-on that are delivered to Snap-on within fifteen (15) days after termination of this Agreement. The purchase price for all Products in new, unused and saleable condition (as determined by Snap-on in its sole business judgment) shall be the price Snap-on charged franchisees for such items as of the date of termination. The purchase price for Products that are not in new, unused and saleable condition or that were specially made or ordered for Franchisee or specified customers shall be a price separately negotiated with Franchisee. If the Products that Franchisee returns to Snap-on do not have an aggregate value, calculated at the price Snap-on charged Franchisee at the time that the Products were delivered to the Franchisee, at least equal to all sums owing to Snap-on and its affiliates, then Franchisee must, after applying the Franchise Equity Payments, as provided in Section 4 of this agreement, pay to Snap-on an amount equal to such difference. Snap-on shall be entitled to offset against the monies payable to Franchisee for repurchase of any Products all sums owing to Snap-on and its affiliates; and

2. Except as expressly modified by this Addendum, the Gateway Franchise Agreement remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first above written.

FRANCHISEE:

SNAP-ON TOOLS COMPANY LLC

By: _____

Witness

Witness

**Addendum to the
Snap-on Tools Company LLC
Gateway Franchise Agreement
For Use in Illinois**

This Addendum to the Gateway Franchise Agreement dated _____, _____, between SNAP-ON TOOLS COMPANY LLC ("Snap-on") and _____ ("Franchisee") is entered into simultaneously with the execution of the Gateway Franchise Agreement.

1. Sections 32.B. and 32.C. are hereby deleted. Pursuant to Illinois Revised Statutes, 1987, Chapter 121 ½, Section 1741 any condition, stipulation or provision purporting to bind Franchisee to waive compliance with any provision of the Illinois Franchise Disclosure Act is void. Franchisee is not prevented from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any of the provisions of the Illinois Franchise Disclosure Act, nor from arbitrating any claim pursuant to the provisions of Title 9 of the United States Code.

2. Section 32.L. is hereby amended to read as follows: "FRANCHISEE UNDERSTANDS THAT, IN THE EVENT OF A DISPUTE BETWEEN SNAP-ON AND FRANCHISEE, THE DISPUTE WILL, AFTER MEDIATION IF REQUIRED UNDER SECTION 25.A., BE SUBMITTED TO BINDING ARBITRATION AND THAT TO THE EXTENT ALLOWED BY LAW, FRANCHISEE HAS WAIVED ANY RIGHT TO A JURY TRIAL AND A JUDICIAL RESOLUTION OF THE DISPUTE.

3. Except to the extent the Gateway Franchise Agreement is expressly amended by this Addendum, the Gateway Franchise Agreement remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first above written.

FRANCHISEE:

SNAP-ON TOOLS COMPANY LLC

By: _____

Witness

Witness

**Addendum to the
Snap-on Tools Company LLC
Gateway Franchise Agreement
For Use in Indiana**

This Addendum to the Gateway Franchise Agreement dated _____, _____, between SNAP-ON TOOLS COMPANY LLC ("Snap-on") and _____ ("Franchisee") is entered into simultaneously with the execution of the Gateway Franchise Agreement.

1. The following is added at the end of Section 18.B:

Notwithstanding the foregoing, if this Agreement is in force and effect at the time of the death of Franchisee, the surviving spouse, heirs or the estate of Franchisee shall have the right to continue operating the franchise for a reasonable period of time, not to exceed 90 days, following the death of Franchisee.

2. Section 20.A.(5) is amended to read as follows:

(5) Upon the death or incapacity of Franchisee, subject to any rights of the surviving spouse, heir or the estate of Franchisee pursuant to Section 18.B. of this Agreement.

3. Except as expressly modified by this Addendum, the Gateway Franchise Agreement remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first above written.

FRANCHISEE:

SNAP-ON TOOLS COMPANY LLC

By: _____

Witness

Witness

**Addendum to the
Snap-on Tools Company LLC
Gateway Franchise Agreement
For Use in Minnesota**

This Addendum to the Gateway Franchise Agreement dated _____, _____, between SNAP-ON TOOLS COMPANY LLC ("Snap-on") and _____ ("Franchisee") is entered into simultaneously with the execution of the Gateway Franchise Agreement.

1. The provisions of Minnesota Statutes Section 80C.14, Subdivision 3, 4, and 5 require, except in certain cases, that a franchisee be given 90 days notice of termination (with 60 days to cure) of the Gateway Franchise Agreement. Therefore, these provisions shall apply to Minnesota franchisees.

2. The Minnesota Department of Commerce requires that franchisors indemnify Minnesota franchisees against liability to third parties resulting from claims by third parties that Franchisee's use of Snap-on's trademarks infringes trademark rights of the third party. Therefore, Snap-on will indemnify Minnesota franchisees from these claims, provided that the franchisee gives notice to Snap-on of any such claim within ten (10) days and tenders to Snap-on defense of the claim and management of the defense, including, but not limited to, the right to compromise, settle, or otherwise resolve the claim and to decide whether to appeal any determination including the claim.

3. The first sentence of Section 9 of the Gateway Franchise Agreement shall be replaced with the following:

To secure Franchisee's obligations to Snap-on, including those arising under this Agreement, Franchisee grants Snap-on a security interest in Consigned Inventory and any replacements, substitutions, additions, accessions or proceeds thereof.

4. The sections of the Gateway Franchise Agreement covering governing law, jurisdiction and venue and choice of forum are hereby amended to include the following language required by the State of Minnesota:

"Pursuant to Minn. Stat. 80C.21 and Minn. Rule 2860.4400J, this section shall not in any way abrogate or reduce any rights of Franchisee as provided for in Minnesota Statutes, Chapter 80C."

5. Except to the extent the Gateway Franchise Agreement is expressly amended by this Addendum, the Gateway Franchise Agreement remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first above written.

FRANCHISEE:

SNAP-ON TOOLS COMPANY LLC

By: _____

Witness

Witness

**Addendum to the
Snap-on Tools Company LLC
Gateway Franchise Agreement
For Use in North Carolina**

This Addendum to the Gateway Franchise Agreement dated _____, _____, between SNAP-ON TOOLS COMPANY LLC ("Snap-on") and _____ ("Franchisee") is entered into simultaneously with the execution of the Gateway Franchise Agreement.

The following information is required to be included in this Agreement by North Carolina law:

1. Snap-on's agent in North Carolina authorized to receive service of process is: North Carolina Secretary of State, Legislative Office Building, Room 414, 300 N. Salisbury Street, Raleigh, North Carolina, 27603-5909.
2. The approximate delivery date for Franchisee's initial inventory of Products shall be no later than thirty (30) days after Franchisee places the order for the initial inventory with Snap-on.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first above written.

FRANCHISEE:

SNAP-ON TOOLS COMPANY LLC

By: _____

Witness

Witness

**Addendum to the
Snap-on Tools Company LLC
Gateway Franchise Agreement
For Use in North Dakota**

This Addendum to the Gateway Franchise Agreement dated _____, _____, between SNAP-ON TOOLS COMPANY LLC (“Snap-on”) and _____ (“Franchisee”) is entered into simultaneously with the execution of the Gateway Franchise Agreement.

1. The North Dakota Securities Commissioner mandates that North Dakota franchisees may not be required to consent to the jurisdiction of courts outside of North Dakota. Therefore, notwithstanding Section 25.C. of this Agreement, Snap-on will only bring an action against a North Dakota franchisee in a court within the jurisdiction of the State of North Dakota.

2. The North Dakota Securities Commissioner mandates that a North Dakota franchise agreement be governed by the laws of North Dakota. Therefore, notwithstanding Section 27 of the Gateway Franchise Agreement, the governing law of this Agreement shall be the laws of the State of North Dakota, except to the extent that the Federal Arbitration Act shall apply in accordance with Section 25 of the Gateway Franchise Agreement.

3. Except to the extent the Gateway Franchise Agreement is expressly amended by this Addendum, the Gateway Franchise Agreement remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first above written.

FRANCHISEE:

SNAP-ON TOOLS COMPANY LLC

By: _____

Witness

Witness

**Addendum to the
Snap-on Tools Company LLC
Gateway Franchise Agreement
For Use in Washington**

This Addendum to the Gateway Franchise Agreement dated _____, _____, between SNAP-ON TOOLS COMPANY LLC ("Snap-on") and _____ ("Franchisee") is entered into simultaneously with the execution of the Gateway Franchise Agreement.

1. Section 18.C. is hereby replaced in its entirety with the following new Sections 18.C, 18.D. and 18.E.:

C. Transfer Upon Death. Notwithstanding the provisions of Section 18.B., if this Agreement is in force and effect at the time of the death of a Franchisee, the surviving spouse, heirs or estate of Franchisee (collectively, "heir") shall have the right to continue operating the franchise for a reasonable period of time following such death, during which time the heir either shall make application to Snap-on to become the Franchisee, or transfer Franchisee's entire interest in Franchisee or the franchise business to a third party.

(1) In the event the heir seeks to become the Franchisee, Snap-on shall not unreasonably withhold its consent to approval of the heir, provided that the following conditions are met. The heir shall:

a. Demonstrate to Snap-on's satisfaction that the heir meets Snap-on's managerial, operational and business standards for a new franchisee; possesses a good moral character, business reputation, and credit rating; has the aptitude and ability to operate the franchise (as may be demonstrated by prior related business experience or otherwise); and has adequate financial resources and capital to operate the franchise; and

b. Execute Snap-on's then-current form of Gateway Franchise Agreement or Standard Franchise Agreement and other ancillary agreements (all of which may differ from this Agreement and the ancillary agreements signed by the original Franchisee) as Snap-on may require; and

c. Successfully complete Snap-on's initial training program required for all new franchisees; and

d. Pay Snap-on a transfer fee to reimburse Snap-on for its legal, training, and other expenses in connection with the transfer of the franchise. The amount of the transfer fee shall be equal to the initial license set forth in the then-current form of Gateway Franchise Agreement or the transfer fee in effect at the time of the transfer if entering into a Standard Franchise Agreement, as applicable; and

e. Execute all agreements necessary in Snap-on's sole business judgment to accomplish the transfer and assumption under this Agreement. The heir shall also provide Snap-on with whatever information and/or documentation regarding the transfer that Snap-on shall request and shall comply with Snap-on's other reasonable requirements related to the transfer.

(2) In the event the heir seeks to transfer Franchisee's interest in the franchise to a third party, the heir may only transfer all of Franchisee's interest. Snap-on shall not unreasonably withhold its consent to such a transfer; provided the following conditions are met:

a. The heir shall have first offered to sell the interest being transferred to Snap-on, pursuant to this Agreement, and Snap-on shall have declined to exercise its right of first refusal.

b. The terms of the sale, including the price, shall not, in Snap-on's sole business judgment, jeopardize the ability of the transferee to maintain, operate and promote the franchise and meet the financial obligations to Snap-on, third party suppliers and creditors. This provision shall not create any liability on the part of Snap-on to the transferee in the event that Snap-on approves the transfer and the transferee experiences financial difficulties.

c. All of Franchisee's monetary obligations to Snap-on (and Snap-on's subsidiaries and affiliates) and all other outstanding obligations related to the franchise (including, but not limited to, bills from suppliers, taxes, judgments and any required governmental reports, returns, affidavits or bonds) shall have been satisfied. Snap-on reserves the right to require that a reasonable sum of money be placed in escrow to ensure that all such obligations will be satisfied.

d. The heir shall execute a general release, in a form satisfactory to Snap-on, of any and all claims against Snap-on and its subsidiaries and affiliates and their respective past and present officers, directors, shareholders, agents and employees, in their corporate and individual capacities, including, without limitation, claims arising under federal, state and local laws, rules and ordinances, and claims arising out of, or relating to, this Agreement, any other agreements between Snap-on, Snap-on Credit, their subsidiaries and affiliates and Franchisee and Franchisee's operation of the franchise, but excluding any claims the release of which is prohibited by applicable law.

e. The heir shall execute all agreements necessary in Snap-on's sole business judgment to accomplish the transfer and assumption of obligations under this Agreement. The heir shall also provide Snap-on with whatever information and/or documentation regarding the transfer that Snap-on shall request and shall comply with Snap-on's other reasonable requirements related to the transfer.

f. The transferee shall:

1) Demonstrate to Snap-on's satisfaction that it meets Snap-on's managerial, operational and business standards for a new franchisee; possesses a good moral character, business reputation, and credit rating; has the aptitude and ability to operate the franchise (as may be demonstrated by prior related business experience or otherwise); and has adequate financial resources and capital to operate the franchise; and

2) Execute Snap-on's then-current form of Gateway Franchise Agreement or Standard Franchise Agreement and other ancillary agreements (all of which may differ from this Agreement and the ancillary agreements signed by the original Franchisee) as Snap-on may require; and

3) Successfully complete Snap-on's initial training program required for all new franchisees; and

4) Pay Snap-on a transfer fee to reimburse Snap-on for its legal, training, and other expenses in connection with the transfer of the franchise. The amount of the transfer fee shall be equal to the initial license set forth in the then-current form of Gateway Franchise Agreement or

the transfer fee in effect at the time of the transfer if entering into a Standard Franchise Agreement, as applicable; and

5) Execute all agreements necessary in Snap-on's sole business judgment to accomplish the transfer and assumption of obligations under this Agreement. Transferee shall also provide Snap-on with whatever information and/or documentation regarding the transfer that Snap-on shall request and shall comply with Snap-on's other reasonable requirements relating to the transfer.

D. Snap-on's Right of First Refusal. If the heir ("transferor") desires to sell, transfer or assign all of transferor's interest in the franchise, and enters into a bona fide agreement with a third-party buyer, transferor shall deliver a true and complete copy of the same to Snap-on. Snap-on shall have the right to purchase transferor's interest in the franchise by paying transferor an amount equal to the current value of the purchase price agreed to between transferor and the third-party buyer. Snap-on shall have thirty (30) days in which to notify transferor that it will exercise its right of first refusal and sixty (60) days to approve transferor's sale of the franchise. This time period begins upon transferor's delivery of all information and documentation requested by Snap-on from transferor necessary to evaluate the offer and the sale of the franchise, including an enforceable contract to purchase all of transferor's interest in the franchise. If Snap-on accepts any such offer, it shall be entitled to offset against the purchase price paid to transferor any monies owed by transferor to Snap-on, Snap-on Credit or their subsidiaries and affiliates.

If Snap-on does not advise transferor of its acceptance or rejection of the offer within the specified thirty (30) day period then Snap-on is presumed to have declined to purchase the franchise from transferor. If Snap-on fails to advise transferor of its approval or disapproval of transferor's sale of the franchise within the specified sixty (60) day period then, provided transferor and buyer comply with all contractual requirements and conditions required for a transfer, transferor may sell, transfer or assign transferor's interest, but not at a lower price, nor on more favorable terms, than those presented to Snap-on. In no event shall transferor offer any interest for sale, transfer or assignment at public auction, nor at any time shall an offer be made to the public to sell, transfer or assign such interest through an advertisement, either in the newspapers or otherwise, without Snap-on's prior written consent to such advertisement or publication. Transferor's failure to close any approved sale within 120 days following transferor's receipt of a statement acknowledging Snap-on's receipt of an enforceable contract to purchase all of transferor's interest in Franchisee or the franchise as well as any information and documentation requested by Snap-on from transferor necessary to evaluate the offer and the sale of the franchise will immediately revive Snap-on's right of first refusal.

E. Statutory Limitations. Notwithstanding the provisions of Sections 18.B., 18.C. and 18.D., in the event any valid, applicable law or regulation of competent governmental authority having jurisdiction over the franchise granted by this Agreement requires action by Snap-on different from that provided in Sections 18.B, 18.C. or 18.D, this Agreement shall be deemed amended to conform to the requirements of such applicable law or regulation.

2. Section 20.A.(5) is hereby amended to read as follows:

(5) Upon the incapacity of Franchisee.

3. Section 20.B.(12) is hereby amended to read as follows:

(12) If Franchisee has received three (3) or more notices of default within the previous twelve (12) months, Snap-on shall be entitled to send Franchisee a notice of termination upon the next default of Franchisee under this Section 20.B. without providing Franchisee an opportunity to correct the default; or

4. Section 27, Governing Law, is hereby amended to read as follows:

27. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington, except to the extent that the Federal Arbitration Act shall apply in accordance with Section 25 above.

5. 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.

6. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

7. The Washington Franchise Investment Protection Act, Chapter 19.100.220.(2) RCW provides as follows:

“(2) Any agreement, condition, stipulation or provision, including a choice of law provision, purporting to bind any person to waive compliance with any provision of this chapter or any rule or order hereunder is void. A release or waiver executed by any person pursuant to a negotiated settlement in connection with a bona fide dispute between a franchisee and a franchisor, arising after their franchise agreement has taken effect, in which the person given the release or waiver is represented by independent legal counsel, is not an agreement prohibited by this subsection.”

8. 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.

9. Transfer fees are collectable to the extent that they reflect the franchisor’s reasonable estimated or actual costs in effecting a transfer.

10. Except as expressly modified by this Addendum, the Gateway Franchise Agreement remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first above written.

FRANCHISEE:

SNAP-ON TOOLS COMPANY LLC

By: _____

Witness

Witness

APPENDIX I.1.C

OWNER'S GUARANTY OF FRANCHISEE'S OBLIGATIONS

In consideration of, and as an inducement to, the execution of that certain Standard Franchise Agreement of even date herewith (the "Franchise Agreement") by Snap-on Tools Company, LLC ("Snap-on"), _____ (the "Guarantor") hereby personally and unconditionally (1) guarantees to Snap-on and its affiliates and their respective successors and assigns, for the term of the Franchise Agreement and thereafter as provided in the Franchise Agreement, that _____ ("Franchisee") shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Franchise Agreement and other agreements between Franchisee and Snap-on or its affiliates and (2) agrees personally to be bound by, and personally liable for the breach of, each and every provision in the Franchise Agreement and all other agreements between Franchisee and Snap-on or its affiliates, including but not limited to, the punctual payment of all amounts owed to Snap-on and its affiliates, to the same extent as if the Guarantor directly entered into the Franchise Agreement and other agreements with Snap-on or its affiliates. Guarantor hereby waives:

- (1) acceptance and notice of acceptance by Snap-on and its affiliates of the foregoing undertakings;
- (2) notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed;
- (3) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed;
- (4) any right he may have to require that an action be brought against Franchisee or any other person as a condition of liability; and
- (5) any and all other notices and legal or equitable defenses to which Guarantor may be entitled.

Guarantor consents and agrees that:

- (1) Guarantor's direct and immediate liability under this guaranty shall be joint and several;
- (2) Guarantor shall render any payment or performance required under the Franchise Agreement upon demand if Franchisee fails or refuses punctually to do so;
- (3) such liability shall not be contingent or conditioned upon pursuit by Snap-on or its affiliates of any remedies against Franchisee or any other person;
- (4) such liability shall not be diminished, relieved or otherwise affected by any amendment or modification to the Franchise Agreement or by any extension of time, credit or other indulgence which Snap-on or its affiliates may from time to time grant to Franchisee or to any other person, including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims, none of which shall in any way modify or amend the term of this guaranty, which shall be continuing and irrevocable during the term of the Franchise Agreement, including any extensions or renewals of the Franchise Agreement.

GUARANTOR HEREBY AGREES THAT ANY DISPUTES ARISING UNDER OR RELATING TO THIS GUARANTY OR TO THE FRANCHISE AGREEMENT SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION CONDUCTED ACCORDING TO THE PROVISIONS SET FORTH IN SECTION 25 OF THE FRANCHISE AGREEMENT, WHICH ARE HEREBY INCOPORATED HEREIN BY REFERENCE AS IF SET FORTH IN FULL, AND THAT ALL PROVISIONS OF THE FRANCHISE AGREEMENT RELATING TO ENFORCEMENT OF OBLIGATIONS OF ANY PARTY THERETO SHALL LIKEWISE APPLY TO ENFORCEMENT OF THE OBLIGATIONS UNDER THIS GUARANTY AGREEMENT, TO THE SAME EXTENT AS IF THE GUARANTOR WERE THE FRANCHISEE UNDER THE FRANCHISE AGREEMENT.

IN WITNESS WHEREOF, the undersigned has hereunto affixed his signature, on the same day and year as the Franchise Agreement was executed.

PERCENTAGE OF OWNERSHIP
INTERESTS IN FRANCHISEE

GUARANTOR(S)

DATE OF AGREEMENT

APPENDIX I.1.D.1

ADDENDUM TO SNAP-ON TOOLS STANDARD FRANCHISE AGREEMENT (Renewal Franchise)

THIS ADDENDUM TO SNAP-ON TOOLS STANDARD FRANCHISE AGREEMENT (“Addendum”) amends that certain Standard Franchise Agreement (the “Franchise Agreement”) effective _____ between SNAP-ON TOOLS COMPANY LLC, and _____, (“Franchisee”), and, if applicable, _____ (the “Designated Owner”).

The Franchise Agreement is hereby amended as follows:

1. Section 2 of the Franchise Agreement is deleted and the following substituted as Section 2:

“Initial Term. The term of this Agreement and the franchise granted by this Agreement shall be five (5) years from the Effective Date unless sooner terminated according to Sections 19 or 20 of this Agreement.”

2. Section 3 of the Franchise Agreement is deleted and the following substituted as Section 3:

“Renewal. Franchisee has no further option to renew this Agreement, provided however:

A. After expiration of the term of this Agreement and the franchise granted by this Agreement, Snap-on may, but has no obligation to offer Franchisee one additional five (5) year term on terms and conditions then being offered to other renewing franchisees, provided that Franchisee meets Snap-on’s requirements for renewal at the time the renewal agreement is entered into by Franchisee.

B. If applicable law requires a standard of nonrenewal or notice and cure period prior to nonrenewal, this Agreement shall be deemed amended to conform to the minimum standard, or notice and/or cure period required by such applicable law or regulation. Snap-on intends to deliver any required notice and this Agreement shall remain in effect on a month-to-month basis only until Franchisee has received such required notice.”

3. Section 4.A of the Franchise Agreement is deleted and the following substituted as Section 4.A:

“Initial License Fee. Franchisee has paid an Initial License Fee of Seven Thousand Five Hundred Dollars (\$7,500.00). The Initial License Fee was paid in consideration of Snap-on initially granting this franchise, it was fully earned at the time paid, and it is not refundable for any reason.”

4. Section 7.C of the Franchise Agreement is deleted and of no force or effect.

5. Section 8.I of the Franchise Agreement is modified by deleting the sentence “Snap-on will provide Franchisee with uniforms having a franchisee cost of Four Hundred Dollars (\$400.00) without cost to Franchisee prior to Franchisee commencing business in the List of Calls.”

6. Section 8.J of the Franchise Agreement is modified by deleting the sentence "Snap-on will provide Franchisee prior to Franchisee commencing business in the List of Calls with a technology package, without cost to Franchisee, including computer hardware and printer meeting the specifications of the Snap-on Program."

7. Section 10.A of the Franchise Agreement is deleted and of no force or effect.

8. Section 20.B.(8) of the Franchise Agreement is deleted and of no force or effect.

9. Terms of Addendum Govern, Etc. Except as provided above, all other terms of the Franchise Agreement shall remain in full force and effect. If the terms of this Addendum conflict with the Franchise Agreement, the terms of this Addendum shall govern. All terms not defined herein shall have the same meaning as in the Franchise Agreement. This Addendum shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the Effective Date of the Franchise Agreement.

FRANCHISEE:

**SNAP-ON:
SNAP-ON TOOLS COMPANY LLC**

Individual Franchisee

By: _____

Corporate Franchisee

By: _____

Title: _____

Witness

Witness

Designated Owner:

APPENDIX I.1.D.2

ADDENDUM TO SNAP-ON TOOLS STANDARD FRANCHISE AGREEMENT (Transfer Franchise)

THIS ADDENDUM TO SNAP-ON TOOLS STANDARD FRANCHISE AGREEMENT (“Addendum”) amends that certain Standard Franchise Agreement (the “Franchise Agreement”) effective _____ between SNAP-ON TOOLS COMPANY LLC, and _____, (“Franchisee”), and, if applicable, _____ (the “Designated Owner”).

The Franchise Agreement is hereby amended as follows:

1. Section 4.A of the Franchise Agreement is deleted and the following substituted as Section 4.A:

“Initial License Fee. Franchisee has paid an Initial License Fee of Seven Thousand Five Hundred Dollars (\$7,500.00). The Initial License Fee was paid in consideration of Snap-on initially granting this franchise, it was fully earned at the time paid, and it is not refundable for any reason.”

2. Section 8.I of the Franchise Agreement is modified by deleting the sentence “Snap-on will provide Franchisee with uniforms having a franchisee cost of Four Hundred Dollars (\$400.00) without cost to Franchisee prior to Franchisee commencing business in the List of Calls.”

3. Section 8.J of the Franchise Agreement is modified by deleting the sentence “Snap-on will provide Franchisee prior to Franchisee commencing business in the List of Calls with a technology package, without cost to Franchisee, including computer hardware and printer meeting the specifications of the Snap-on Program.”

4. Terms of Addendum Govern, Etc. Except as provided above, all other terms of the Franchise Agreement shall remain in full force and effect. If the terms of this Addendum conflict with the Franchise Agreement, the terms of this Addendum shall govern. All terms not defined herein shall have the same meaning as in the Franchise Agreement. This Addendum shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the Effective

Date of the Franchise Agreement.

FRANCHISEE:

**SNAP-ON:
SNAP-ON TOOLS COMPANY LLC**

Individual Franchisee

By: _____

Corporate Franchisee

By: _____

Title: _____

Witness

Witness

Designated Owner:

APPENDIX I.1.D.3

ADDENDUM TO SNAP-ON TOOLS STANDARD FRANCHISE AGREEMENT (Gateway Franchisee Becoming a Standard Franchisee)

THIS ADDENDUM TO SNAP-ON TOOLS STANDARD FRANCHISE AGREEMENT (“Addendum”) amends that certain Standard Franchise Agreement (the “Franchise Agreement”) effective _____ between SNAP-ON TOOLS COMPANY LLC, and _____, (“Franchisee”), and, if applicable, _____ (the “Designated Owner”).

The Franchise Agreement is hereby amended as follows:

1. Section 4.A of the Franchise Agreement is deleted and the following substituted as Section 4.A:

“Initial License Fee. Franchisee has paid an Initial License Fee of Ten Thousand Dollars (\$10,000.00). The Initial License Fee was paid in consideration of Snap-on initially granting this franchise, it was fully earned at the time paid, and it is not refundable for any reason.”

2. Section 7.C of the Franchise Agreement is deleted and of no force or effect.

3. Section 8.I of the Franchise Agreement is modified by deleting the sentence “Snap-on will provide Franchisee with uniforms having a franchisee cost of Four Hundred Dollars (\$400.00) without cost to Franchisee prior to Franchisee commencing business in the List of Calls.”

4. Section 8.J of the Franchise Agreement is modified by deleting the sentence “Snap-on will provide Franchisee prior to Franchisee commencing business in the List of Calls with a technology package, without cost to Franchisee, including computer hardware and printer meeting the specifications of the Snap-on Program.”

5. Section 20.B.(8) of the Franchise Agreement is deleted and of no force or effect.

6. Terms of Addendum Govern, Etc. Except as provided above, all other terms of the Franchise Agreement shall remain in full force and effect. If the terms of this Addendum conflict with the Franchise Agreement, the terms of this Addendum shall govern. All terms not defined herein shall have the same meaning as in the Franchise Agreement. This Addendum shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the Effective

Date of the Franchise Agreement.

FRANCHISEE:

**SNAP-ON:
SNAP-ON TOOLS COMPANY LLC**

Individual Franchisee

By: _____

Corporate Franchisee

By: _____

Title: _____

Witness

Witness

Designated Owner:

APPENDIX I.1.D.4

ADDENDUM TO SNAP-ON TOOLS STANDARD FRANCHISE AGREEMENT FOR ADDITIONAL FRANCHISE (Expansion Franchise)

THIS ADDENDUM TO SNAP-ON TOOLS STANDARD FRANCHISE AGREEMENT FOR ADDITIONAL FRANCHISE (“Addendum”) amends that certain Standard Franchise Agreement (the “Franchise Agreement”) effective _____ between SNAP-ON TOOLS COMPANY LLC, and _____, whose address is _____ (“Franchisee”), and, if applicable, _____ (the “Designated Owner”).

The Franchise Agreement is hereby amended as follows:

1. Snap-on to Provide Inventory. Subject to the requirements in Paragraph 2 of this Addendum, Snap-on will provide Franchisee, without cost to Franchisee, with inventory, having a franchisee cost of \$37,500.00 (the “Inventory Incentive”) to be used as a portion of the initial inventory requirement under the Franchise Agreement.

2. Payment to Snap-on of the Inventory Incentive. Franchisee understands that Snap-on is providing Franchisee with the Inventory Incentive in order to assist Franchisee with starting the franchise and providing ongoing continuity in the operation of the franchise. If either (i) the Franchise Agreement terminates or (ii) the Franchisee ceases to operate the business under the Franchise Agreement during the three-year period after the date on which the Franchisee commences operation under the Franchise Agreement, Franchisee will be required to immediately pay the entire Inventory Incentive to Snap-on. If these conditions do not occur during the three-year period after the date the business commences operation under the Franchise Agreement, Franchisee shall have no responsibility to pay Snap-on for the Inventory Incentive.

3. Section 4.A of the Franchise Agreement is deleted and the following substituted as Section 4.A:

“Initial License Fee. Franchisee has paid an Initial License Fee of Seven Thousand Five Hundred Dollars (\$7,500.00). This Initial License Fee was paid in consideration of Snap-on initially granting this franchise, it was fully earned at the time paid, and it is not refundable for any reason.”

4. Section 7.C of the Franchise Agreement is modified to provide that Franchisee’s employee will attend and shall successfully complete Snap-on’s initial training program rather than Franchisee or a Designated Owner.

5. Terms of Addendum Govern, Etc. Except as provided above, all other terms of the Franchise Agreement shall remain in full force and effect. If the terms of this Addendum conflict with the Franchise Agreement, the terms of this Addendum shall govern. All terms not defined herein shall have the same meaning as in the Franchise Agreement. This Addendum shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the Effective Date of the Franchise Agreement.

FRANCHISEE:

**SNAP-ON:
SNAP-ON TOOLS COMPANY LLC**

Individual Franchisee

By: _____

Corporate Franchisee
By: _____
Title: _____

Designated Owner:

APPENDIX I.1.D.5

ADDENDUM TO SNAP-ON TOOLS STANDARD FRANCHISE AGREEMENT (Veterans Discount)

THIS ADDENDUM TO SNAP-ON TOOLS STANDARD FRANCHISE AGREEMENT (“Addendum”) amends that certain Standard Franchise Agreement (the “Franchise Agreement”) effective _____ between SNAP-ON TOOLS COMPANY LLC, and _____, whose address is _____ (“Franchisee”), and, if applicable, _____ (the “Designated Owner”).

The Franchise Agreement is hereby amended as follows:

1. Snap-on to Provide Inventory. Subject to the requirements in Paragraph 2 of this Addendum, Snap-on will provide Franchisee, without cost to Franchisee, with inventory, having a franchisee cost of \$20,000.00 (the “Veterans Discount”) to be used as a portion of the initial inventory requirement under the Franchise Agreement.

2. Payment to Snap-on of the Veterans Discount. Franchisee understands that Snap-on is providing Franchisee with the Veterans Discount in order to assist Franchisee with starting the franchise and providing ongoing continuity in the operation of the franchise. If either (i) the Franchise Agreement terminates or (ii) the Franchisee ceases to operate the business under the Franchise Agreement during the three-year period after the date on which the Franchisee commences operation under the Franchise Agreement, Franchisee will be required to immediately pay the entire Veterans Discount to Snap-on. If these conditions do not occur during the three-year period after the date the business commences operation under the Franchise Agreement, Franchisee shall have no responsibility to pay Snap-on for the Veterans Discount.

3. Terms of Addendum Govern, Etc. Except as provided above, all other terms of the Franchise Agreement shall remain in full force and effect. If the terms of this Addendum conflict with the Franchise Agreement, the terms of this Addendum shall govern. All terms not defined herein shall have the same meaning as in the Franchise Agreement. This Addendum shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the Effective Date of the Franchise Agreement.

FRANCHISEE:

**SNAP-ON:
SNAP-ON TOOLS COMPANY LLC**

Individual Franchisee

By: _____

Corporate Franchisee
By: _____
Title: _____

Designated Owner:

APPENDIX I.1.D.6

ADDENDUM TO SNAP-ON TOOLS STANDARD FRANCHISE AGREEMENT (Additional Van Conversion to Standard Franchisee)

THIS ADDENDUM TO SNAP-ON TOOLS STANDARD FRANCHISE AGREEMENT ("Addendum") amends that certain Standard Franchise Agreement (the "Franchise Agreement") effective _____ between SNAP-ON TOOLS COMPANY LLC, and _____, ("Franchisee"), and, if applicable, _____ (the "Designated Owner").

The Franchise Agreement is hereby amended as follows:

1. Section 4.A of the Franchise Agreement is deleted and of no force or effect.
2. Section 7.C of the Franchise Agreement is deleted and of no force or effect.
3. Section 8.I of the Franchise Agreement is modified by deleting the sentence "Snap-on will provide Franchisee with uniforms having a franchisee cost of Four Hundred Dollars (\$400.00) without cost to Franchisee prior to Franchisee commencing business in the List of Calls."
4. Section 8.J of the Franchise Agreement is modified by deleting the sentence "Snap-on will provide Franchisee prior to Franchisee commencing business in the List of Calls with a technology package, without cost to Franchisee, including computer hardware and printer meeting the specifications of the Snap-on Program."
5. Section 20.B.(8) of the Franchise Agreement is deleted and of no force or effect.
6. Terms of Addendum Govern, Etc. Except as provided above, all other terms of the Franchise Agreement shall remain in full force and effect. If the terms of this Addendum conflict with the Franchise Agreement, the terms of this Addendum shall govern. All terms not defined herein shall have the same meaning as in the Franchise Agreement. This Addendum shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the Effective Date of the Franchise Agreement.

FRANCHISEE:

**SNAP-ON:
SNAP-ON TOOLS COMPANY LLC**

Individual Franchisee

By: _____

Corporate Franchisee

By: _____
Title: _____

Witness

Witness

Designated Owner:

APPENDIX I.1.E



AGREEMENT TO PURCHASE NEW PRODUCTS

This Agreement ("Agreement") between Snap-on Tools Company LLC ("Snap-on") and «FullName» ("Franchisee") is entered into this ____ day of _____, 20____.

Recitals

A. Snap-on and Franchisee have entered into a franchise agreement pursuant to which Snap-on has authorized Franchisee to purchase from Snap-on certain tools and equipment manufactured and/or distributed by Snap-on through its franchisees ("Products") for resale by Franchisee to customers on Franchisee's List of Calls (the "Customers").

B. Snap-on and Franchisee recognize the importance of Franchisee offering new Products to the Customers as soon as the new Products become available.

C. Snap-on has developed a program to make a representative quantity of certain new Products available to franchisees upon the terms and conditions set forth in this Agreement.

The parties agree as follows:

1. Snap-on will identify certain new Products ("Key New Products") each month that Snap-on believes that all Snap-on franchisees should offer for sale to their customers. It is understood that designation of a new Product as a Key New Product will be the sole determination of Snap-on.

2. Franchisee hereby authorizes Snap-on to ship Franchisee Key New Products in representative quantities as determined by Snap-on. It is estimated that currently the cost billed to Franchisee for Key New Products will not exceed the amount of Eight Hundred Dollars (\$800.00) in any calendar month. Franchisee acknowledges that this amount may increase during the term of the franchise.

3. It is understood that shipments of Key New Products to Franchisee will be at Snap-on's standard price and other terms and conditions of sale for the applicable Key New Products at the time of shipment. Snap-on may decline to ship Key New Products if Franchisee fails to meet Snap-on's credit criteria, in Snap-on's sole judgment, at the time of the proposed shipment.

4. Products purchased under this Agreement are subject to return in accordance with Snap-on's standard tool return policy, as modified from time to time by Snap-on, in effect on the date Franchisee returns the Product.

5. Notices provided under this Agreement will be given in accordance with the notice requirements in Franchisee's franchise agreement.

6. Snap-on may modify or terminate the program for Key New Products at any time.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

SNAP-ON TOOLS COMPANY LLC

FRANCHISEE:

By: _____
«RegionalManager»

«FullName»

APPENDIX I.2

FRANCHISEE SERVICING AGREEMENT

THIS FRANCHISEE SERVICING AGREEMENT ("Agreement") is made as of the ____ day of ____, 20____ ("Effective Date"), by and between SNAP-ON CREDIT LLC ("Snap-on Credit") and ____, an {(strike one) individual residing in / entity organized in} the State of ____, whose address is ____ ("Franchisee").

Snap-on Credit (in cooperation with Snap-on) has established various programs that allow Snap-on franchisees to offer their qualified customers financing for purchases of Products. These Programs are described more fully in the Program Terms, as it is updated from time to time.

Signing this Agreement is entirely voluntary; however, Snap-on Credit will not purchase Extended Credit Contract, leases or other receivables from Franchisee unless Franchisee signs this Agreement.

This Agreement sets forth the rights and obligations of Snap-on Credit and Franchisee with regard to Franchisee Paper, Leases and Serviced Franchisee Paper.

THE PARTIES AGREE THAT:

In consideration of the agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties, intending to be legally bound, agree as follows:

1. Definitions.

(a) "*Affiliate*" means any corporation or other entity that controls, is controlled by or is under common control with Snap-on Credit, including without limitation, Snap-on.

(b) "*Applicable Laws*" means all federal, state and local statutes and regulations applicable to this Agreement and the transactions contemplated by this Agreement, including without limitation, and without necessarily recognizing their applicability, the usury laws, retail installment sales laws, the Uniform Commercial Code and the federal (or comparable state law), Truth-in-Lending Act and Regulation Z.

(c) "*Collateral*" means the following property of Franchisee, whether now owned or hereafter acquired, and whether tangible or intangible: inventory, consigned inventory, tools, equipment, vans, accounts, business deposit accounts, contract rights, general intangibles, chattel paper, Revolving Accounts, Extended Credit contracts, Credit Sale Contracts, Open Accounts, Leases, insurance policies, documents, deposits, Franchisee's Reserve Account(s), Franchisee's Business Investment Account, trademarks, trade names, customer lists, books, records, catalogues, sales aids, computers, computer programs and data, and any replacements, substitutions, additions, accessions or proceeds thereof.

(d) "*Credit Sale Contract*", "*EC Contract*" or "*Extended Credit Contract*" means a conditional sales contract or similar contract, in a form acceptable to Snap-on Credit, representing Product sales financed by Franchisee.

(e) "*Customer*" means the purchaser or lessee of Products under any Franchisee Paper, Lease or Serviced Franchisee Paper.

(f) "*Franchise Agreement*" means the agreement(s) between Franchisee and Snap-on, authorizing Franchisee to act as a Snap-on franchisee, including without limitation, the Dealer Franchise Agreement, the Standard Franchise Agreement, the Conversion Dealer Franchise Agreement, or the Gateway Franchise Agreement.

(g) "*Franchisee Paper*" means any document and/or electronic data evidencing a Customer's obligation to Franchisee that is sold and assigned to Snap-on Credit.

(h) "*Lease*" means an agreement between a Customer and Franchisee, Snap-on, Snap-on Credit or an Affiliate governing the lease of Products to that Customer that is sold, assigned, owned or otherwise held by Snap-on Credit.

(i) "*List of Calls*" has the meaning assigned to it in the Franchise Agreement.

(j) "*Net Cash Price*" means an amount equal to the total price, including tax and other charges of the Products sold to a Customer, minus the down payment, trade-in allowance or other allowed cost reductions.

(k) "*Outstanding Balance*" means the total of the remaining payments and other amounts due under any Franchisee Paper or Lease, whether those payments are past due, due, or due in the future together with any other amounts owed at that time (which may include, without limitation, unpaid interest collection costs, repossession, recovery, remarketing and/or legal fees), except that upon prepayment or after a default of Franchisee Paper or Lease, the Outstanding Balance shall not include unearned finance or lease charges.

(l) "*Products*" means the tools and equipment authorized or approved by Snap-on for resale by its franchisees.

(m) "*Program*" means various programs developed by Snap-on Credit (in conjunction with Snap-on) that allows Snap-on franchisees the ability to offer their qualified customers financing for purchases of Products. The Program is described more fully in the Program Terms, and may include the Extended Credit Program, the Lease Program, and certain other programs from time to time.

(n) "*Program Terms*" means any manual, procedures or other rules promulgated by Snap-on Credit or an Affiliate, concerning any of the Programs, as amended from time to time, including without limitation, the Snap-on Standard Franchise Operations Manual or Gateway Franchise Operations Manual.

(o) "*Qualified Transaction*" means a sale of Products under Franchisee Paper or a lease of Products under a Lease, to which each of the following criteria apply:

(i) The Customer's obligations are valid and enforceable;

(ii) The transaction is evidenced by all documents and/or electronic data required by Snap-on Credit, in which the signatures, names, addresses, amounts and other statements and facts (such as, the unpaid balance, down payment and trade-in) are in all respects genuine, legible, accurate and complete; and an accurate and complete copy was given to the Customer at the time of the sale or lease;

(iii) The transaction and accompanying documents comply with the terms and conditions of this Agreement and the Program Terms; and the sale or lease of Products is a bona fide transaction in the ordinary course of business and for a business or commercial purpose; provided, however, that Snap-on Credit shall determine to its own satisfaction that any forms provided to Franchisee by Snap-on Credit and the finance charges applied to the Net Cash Price comply with Applicable Laws;

(iv) The Products have been delivered to the Customer as set forth in the documents evidencing the transaction, have been delivered in satisfactory condition, have been accepted by the Customer and have not been returned; and

(v) There has been no act or omission by Franchisee involving negligence, fraud or dishonesty with respect to the Franchisee Paper or Lease, including without limitation, any failure by Franchisee to advise Snap-on Credit of a material fact or circumstance regarding a Customer's creditworthiness or identity, or other circumstances which could impair the enforceability or collection of the Franchisee Paper or Lease, that was known by Franchisee when Snap-on Credit purchased the Franchisee Paper or Lease.

(p) "*Reserve Account*" means the reserve account maintained by Snap-on to which certain funds are credited and debited for the benefit of Snap-on Credit, as provided in this Agreement and the Program Terms.

(q) "*Reserve Requirement*", as to any Franchisee Paper or Lease, means an amount up to 15% of the Net Cash Price as designated by Snap-on or Snap-on Credit from time to time.

(r) "*Retail Value*" means the fair resale value of a Product, determined by Snap-on Credit and Franchisee, reference to the list price of the same or equivalent Product, but also taking into account the condition of the particular item at the time of repossession.

(s) "*Revolving Account*" or "*RA*" means an account maintained by Franchisee reflecting credit provided by Franchisee to a Customer for the sale of Products that is repaid by Customer in installments.

(t) "*Sale Proceeds*" means the price of Products resold by Snap-on Credit, minus Snap-on Credit's costs of repossession, foreclosure and/or resale.

(u) "*Serviced Franchisee Paper*" means Credit Sale Contracts, Leases or other receivables owned or serviced by Snap-on Credit that Franchisee did not initiate but which relate to customers on Franchisee's List of Calls.

(v) "*Snap-on*" means Snap-on Tools Company LLC, its successors and assigns.

(w) "*Weekly Invoice*" means the invoice given by Snap-on to Franchisee on a weekly basis detailing amounts Franchisee owes Snap-on and Affiliates for purchases of Products, the Reserve Account and otherwise.

2. Assignment of Franchisee Paper or Leases. Franchisee may offer to sell and assign Credit Sale Contracts or leases to Snap-on Credit. Snap-on Credit, in its sole discretion, may purchase and accept assignment of the Credit Sale Contracts or leases. Franchisee acknowledges and agrees that upon sale and assignment of Credit Sale Contracts or leases to Snap-on Credit, Snap-on Credit has the sole title to and the sole right to receive payments pursuant to such Franchisee Paper or Leases, and holds all rights and remedies available thereunder (including, but not limited to, payments, collateral rights, transactional fees, etc.), and Franchisee has no right, title or interest to or in the same, unless and until the transaction is assigned back to Franchisee in accordance with this Agreement and the Program Terms.

3. Terms Applicable to Purchases of Franchisee Paper or Leases.

(a) Snap-on Credit's purchase or other funding of any Credit Sale Contracts or leases is subject to such terms, conditions and procedures as may be contained in this Agreement and the Program Terms, including, for example, Credit Sale Contracts or leases must constitute a Qualified Transaction. Snap-on Credit shall not be required to purchase or otherwise accept assignment of any Credit Sale Contract or lease it has approved until all documentation required by Snap-on Credit is received. Required documentation shall be on forms supplied by Snap-on Credit and may include among other things, a Customer application, the original Credit Sale Contract or lease, other documents evidencing the transactions and Products sold, and, a written assignment of the Credit Sale Contract or lease to Snap-on Credit (or an Affiliate).

(b) If Snap-on Credit purchases and accepts assignment of any Credit Sale Contracts or lease, then upon receipt of all required documents, Snap-on Credit will cause Snap-on to credit the Franchisee's Weekly Invoice for the Net Cash Price less any Reserve Requirement.

(c) Franchisee authorizes Snap-on Credit to file a Uniform Commercial Code financing statement and will cooperate with any other reasonable requests of Snap-on Credit in order to help Snap-on Credit secure and perfect its interest in the Franchisee Paper, Leases and other Collateral as set forth in this Agreement.

4. Program Terms. Franchisee shall observe all applicable requirements contained in this Agreement and in the Program Terms, all of which are intended to preserve the integrity of Franchisee Paper and Lease transactions. The Program Terms may be amended by Snap-on Credit from time to time in Snap-on Credit's sole and absolute discretion, and Franchisee shall observe each amended requirement from the effective date of each such amendment. All amendments will be provided to Franchisee by delivering a copy to Franchisee by electronic delivery, by first class U.S. mail at the then current address of Franchisee as reflected in the records of Snap-on, or as otherwise set forth in the Program Terms. Unless otherwise provided in this Agreement, any amendment to the Program Terms shall be effective on the date indicated thereon, which shall not be less than two (2) business days after the date of electronic delivery or mailing or, if no effective date is indicated, on the fourth (4th) business day after the date of electronic delivery or mailing.

5. Computer; Electronic Commerce and Communication. Franchisee is required to use a computer that complies with sources and specifications determined by Snap-on. Snap-on Credit requires that Franchisee, at Franchisee's expense and effort: (i) subscribe to and utilize a reliable and secure internet service provider or other electronic communication service; (ii) obtain and use electronic point of sale equipment, electronic signature pad, computer equipment, operating software, communications services, web pages, intranets, extranets, portals and other electronic and computer systems, software and services; and (iii) use the forgoing to communicate, exchange transmit or receive information and data for invoicing, accounting, record keeping, reporting, updating rate and other schedules, Franchisee Paper, Lease, and other transactional data, Franchisee customer lists and locations, and other Franchise credit operations information. Snap-on Credit may also require that all communications between Franchisee and Snap-on Credit be made through the internet or other designated electronic medium, and to access the internet or other electronic information on a regular basis (even daily) to obtain full benefit of the Program. Failure to comply with the electronic commerce requirements may subject Franchisee to the then current non-compliance service fee (currently \$150 per month, but subject to change). Snap-on Credit is not liable for any damage to Franchisee including, but not limited to, lost profits, for delayed orders, delayed, inaccurate, or lost credit decisions, contract acceptance, product sales, payment posting, Franchisee's Weekly Invoice posting or charging or any other transaction transmitted via any means or the like which are the result of any outage or delay related to electronic transmission of information, whether by

the internet or otherwise, or as the result of Franchisee's failure to access the information. Franchisee will verify, in a timely manner, the accuracy of any electronic transmission of information. Snap-on Credit may, in its sole business judgment, make use of any information furnished to Snap-on Credit to conduct its business, which may include, without limitation, market research and/or performance evaluations.

6. Compliance with Laws; Indemnification.

(a) Franchisee is responsible for complying with all Applicable Laws governing Franchisee's conduct with respect to Franchisee Paper or Leases and the transactions thereunder.

(b) In addition to every other right and remedy of Snap-on Credit in this Agreement or by law, Franchisee agrees, on demand, to indemnify and hold Snap-on Credit and Affiliates harmless from and against any liability, claim, loss or expense (including, without limitation, all legal fees and costs) Snap-on Credit or any Affiliate incurs relating to or arising out of:

(i) Any actual or alleged violation or breach by Franchisee of any representation, warranty or provision of this Agreement or the Program Terms;

(ii) Any actual or alleged violation or breach of any duty or obligation of Franchisee under Applicable Laws;

(iii) Any Franchisee Paper or Lease that is not a Qualified Transaction;

(iv) The return of Products, price adjustments, and copies of Franchisee Paper or Leases given to Customers that differ from the original documents evidencing the transaction;

(v) Any misrepresentation by Franchisee with respect to any Franchisee Paper, Lease or associated documentation;

(vi) The unauthorized use or abuse of any document or any portion of any document which is provided to Franchisee by Snap-on Credit or Snap-on for use with the Program; and/or

(vii) The use of any financing program to extend credit to Customers that is not approved by Snap-on Credit or Snap-on.

The indemnification obligations in this Section 6 shall survive termination of this Agreement.

7. Returns or Adjustments. Unless approved by Snap-on Credit, Franchisee will not accept a return of any Product sold or leased pursuant to any Franchisee Paper or Lease. Franchisee shall not alter the terms of any Franchisee Paper or Lease without the express written consent of Snap-on Credit. Within one week of any return, repossession or other adjustment, Franchisee will notify Snap-on Credit of any returns, substitutions or adjustments for any Products sold or leased pursuant to any Franchisee Paper or Lease.

8. Franchisee Collections.

(a) Except as otherwise agreed in writing by Snap-on Credit, Franchisee shall make weekly collections on Franchisee Paper. When requested by Snap-on Credit, Franchisee will make collections on Leases and Serviced Franchisee Paper. When necessary, Franchisee will make collections from Customers at Customer's home. When making collections, Franchisee shall act as Customer's agent and shall hold funds in trust for the benefit of Customer and Snap-on Credit. Franchisee is not Snap-on Credit's agent for any purposes. Nothing herein shall preclude Customers from making payment directly to Snap-on Credit, and Snap-on Credit may at any time require the Customer to make payments directly to Snap-on Credit for obligations owed to Snap-on Credit. Franchisee shall remit all collections belonging to Snap-on Credit at least weekly via Snap-on Credit's preferred electronic interface. All payments to Snap-on Credit not made by electronic interface will be subject to the non-compliance service fee (defined in Section 5 above) and shall be in United States dollars, by check or money order, or if required by Snap-on Credit, by certified funds, payable to Snap-on Credit, or as otherwise provided in the Program Terms. Third party checks will not be accepted. To the extent permitted by applicable law, Franchisee may be assessed an NSF Check Charge of \$25.00 (or the maximum permitted by applicable law if less), for any payment returned for non-sufficient funds.

(b) Franchisee acknowledges that Customers may move among various Snap-on franchisees' Lists of Calls. Franchisee agrees that credit for collections received by Snap-on Credit with respect to any Customer, or credits to such Customer's obligations under a particular Franchisee Paper, Serviced Franchisee Paper or Lease, shall be allocated pro rata by Snap-on Credit based on the total Outstanding Balance and credited to

each Snap-on franchisee who originated the Franchisee Paper, Serviced Franchisee Paper or Lease. Snap-on Credit reserves the right to round allocations to the nearest dollar.

(c) Franchisee agrees to advise Snap-on Credit weekly of any missed collections, deficiencies or late payments by any Customer.

(d) Franchisee shall maintain delinquency standards for all Franchisee Paper and Serviced Franchisee Paper in accordance with the Program Terms.

9. Franchisee's Responsibilities. In addition to the obligations of Franchisee stated in this Agreement, Franchisee shall:

(a) Pay when due all applicable taxes (including sales tax) arising out of any sale or lease under Franchisee Paper or Leases;

(b) Preserve all records of Franchisee Paper, Serviced Franchisee Paper and Lease transactions, if not delivered to Snap-on Credit, for the longer of: (i) the term of the applicable agreement or (ii) twenty-six (26) months from the date of the transaction (or such other period as may be specified in the Program Terms) and permit Snap-on Credit to examine and verify same at any reasonable time;

(c) Permit Snap-on Credit, in Franchisee's name, to endorse all notes, checks and other remittances from Customers with respect to Franchisee Paper, Serviced Franchisee Paper or Leases;

(d) Execute and file such statements and notices as Snap-on Credit may request to preserve or perfect its interests hereunder and under Franchisee Paper or Leases; and

(e) Promptly notify Snap-on Credit of any Customer complaint concerning Products, Franchisee's performance under this Agreement, Customer's statements concerning the removal of or imminent sale of any collateral under any Franchisee Paper or Lease or otherwise.

10. Representations and Warranties. As to any Franchisee Paper or Lease, and the transaction evidenced thereby, Franchisee represents and warrants to Snap-on Credit that:

(a) The transaction arose from the sale or lease of the Products described on the face of the Franchisee Paper or Lease.

(b) Franchisee has performed or will perform all of its obligations to Customer in connection with the Franchisee Paper or Lease.

(c) The transaction did not involve a sale, lease, advance of cash or other form of loan, other than the Franchisee Paper or Lease.

(d) Franchisee (or Snap-on in the case of consignment) had title to the Products at the time of the sale or lease to the Customer, free of any liens or claims, except liens in favor of Snap-on or an Affiliate.

(e) At the time of assignment to or acceptance by Snap-on Credit, Franchisee had valid title to the Franchisee Paper or Lease, free of any liens or claims.

(f) The Franchisee Paper or Lease constitutes in all respects and at all times a Qualified Transaction.

(g) The products sold or leased to Customer are Products, as defined by this Agreement.

(h) Customer has not made any payments for the Products except as stated on the face of the Franchisee Paper or Lease or otherwise remitted to Snap-on Credit.

(i) Franchisee has remitted to Snap-on Credit all payments made by Customers for applicable Franchisee Paper or Lease and has not made such payments on behalf of any Customers.

(j) Franchisee has not accepted any Products in trade or for credit, or made a repossession from any Customer, except as allowed in this Agreement. .

(k) Franchisee has not misrepresented the status of Franchisee's delinquencies or collections nor misleads Snap-on Credit when qualifying for any promotional opportunity being offered by the Company.

(l) Franchisee has provided a copy of the signed Franchisee Paper or Lease to the Customer and receipts for each payment made.

Each of the representations and warranties in subsection (a) through (l) hereof is material to Snap-on Credit's agreements hereunder. If any of them is breached or is erroneous, Franchisee unconditionally promises to accept assignment of such Franchisee Paper or Lease and to pay Snap-on Credit, on demand, the full amount of the Outstanding Balance of that Franchisee Paper or Lease and to otherwise indemnify Snap-on Credit and Affiliates pursuant to Section 6(b) above. Franchisee authorizes Snap-on Credit to cause Snap-on to charge all

such amounts on Franchisee's Weekly Invoice. Franchisee's representations and warranties in this Agreement survive the delivery or acceptance of the Franchisee Paper or Lease by Snap-on Credit, and at no time shall Snap-on Credit or an Affiliate be deemed to have waived its right to strict compliance with Franchisee's obligations in this Agreement and the Program Terms, even after its purchase of such Franchisee Paper or Lease or causing Snap-on to credit the Franchisee's Weekly Invoice.

11. Default, Repossession, and Recourse Obligations.

(a) Repossession Assistance. Upon request, Franchisee will assist Snap-on Credit in repossessing or recovering Product after the Customer defaults under Franchisee Paper, Lease or Serviced Franchisee paper, if the Customer is in or near Franchisee's List of Calls. The repossession shall be without additional charge to Snap-on Credit and in accordance with the procedures for repossession in the Program Terms and any Applicable Laws. Franchisee shall hold any repossessed or recovered Product for the benefit of Snap-on Credit and shall not sell or otherwise dispose of it until directed by Snap-on Credit in writing. At the request of Snap-on Credit, Franchisee will provide photographs and a written description of any repossessed Products.

(b) Sale of Repossessed Products by Snap-on Credit. Franchisee agrees to offer to repurchase from Snap-on Credit all repossessed Products relating to any Franchisee Paper, Leases or Serviced Franchisee Paper, subject to the terms of this section.

(1) Surrendered Products. Snap-on Credit may, in its discretion and in accordance with Applicable Laws, agree to permit a Customer to surrender one or more Products to Snap-on Credit in full, or partial, satisfaction of that Customer's obligations under any Franchisee Paper, Lease or Serviced Franchisee Paper. At the request of Snap-on Credit, Franchisee will purchase such Products for a price equal to the Retail Value of such Products.

(2) UCC Foreclosure Sales. Snap-on Credit may conduct a public or private foreclosure sale with respect to its security interest in repossessed Products owned by a Customer who has defaulted on obligations to Snap-on Credit under any Franchisee Paper, Lease or Serviced Franchisee Paper.

(i) Public foreclosure sales. If Snap-on Credit conducts a public sale of the repossessed Products under the Uniform Commercial Code of any state, Franchisee will be deemed to have submitted an irrevocable bid at the public sale equal to the greater of: (A) the Customer's Outstanding Balance, but not to exceed the Retail Value of such Products; or (B) 75% of the Retail Value of such Products.

(ii) Private foreclosure sales. If Snap-on Credit elects to sell the repossessed Products in a private sale under the Uniform Commercial Code of any state, Franchisee shall either submit to Snap-on Credit a written offer to purchase such Products for an amount equal to the greater of: (A) the Customer's Outstanding Balance, but not to exceed the Retail Value of such Products; or (B) 75% of the Retail Value of such Products. Any such offer to purchase shall be submitted within the time period and in the manner provided in the Program Terms. Snap-on Credit may reject any such offer to purchase in its sole and absolute discretion. To the extent that any purchase by Franchisee under this section would be deemed a transfer of collateral under 9-618(2) of the Revised Uniform Commercial Code, Franchisee acknowledges that after such sale, Franchisee will have all of the rights and obligations of a secured party with respect to the Customer and the repossessed Products, including the duty of giving to the Customer notices and an accounting as to any excess proceeds realized by Franchisee on subsequent resale of the Products.

(3) No Warranties. All purchases of Products by Franchisee pursuant to this Section shall be on an "AS IS" and "WHERE IS" basis.

(c) Authorization for Charges. Franchisee authorizes Snap-on Credit to cause Snap-on to credit or charge Franchisee's Weekly Invoice or the Reserve Account for all amounts payable under this Section 11.

12. Further Recourse and Loss-Sharing Obligation of Franchisee, Recovery Proceeds.

(a) Franchisee shall pay, if demanded by Snap-on Credit, 25% (or up to 100% for a special Programs) of the Outstanding Balance of Franchisee Paper, if Customer defaults under Franchisee Paper, and: (1) Snap-on Credit, if Snap-on Credit determines, in its sole and absolute discretion, that repossession or recovery of Products or other collateral securing a Customer's obligations is impractical or uneconomical; or (2) the Sale Proceeds in connection with resale of repossessed Products are less than the Outstanding Balance.

Franchisee shall pay, if demanded by Snap-on Credit, up to 20% of the Outstanding Balance of the Lease, if Customer defaults on any obligation under the Lease, and: (1) Snap-on Credit determines, in its sole

and absolute discretion, that repossession or recovery of Products or other collateral securing a Customer's obligations is impractical or uneconomical; or (2) the Sale Proceeds in connection with resale of repossessed Products are less than the Outstanding Balance. In the event such Lease includes tools and equipment which are not Products, as defined in this Agreement, the Outstanding Balance Due shall be limited to the pro rata share associated with the Products. The percentage of loss sharing on Leases shall be determined in the manner described in the Program Terms.

Franchisee authorizes Snap-on Credit to cause Snap-on to charge Franchisee's Weekly Invoice or the Reserve Account for any amount due under this Section 12.

(b) In the event Snap-on Credit collects any portion of the defaulted Franchisee Paper or Lease after Franchisee makes the required payments under this Section 12, Snap-on Credit shall pay or cause Snap-on to credit Franchisee's Weekly Invoice 25% (or up to 100% for a special Program) for Franchisee Paper and up to 20%, or such lesser amount as set forth in the Program Terms for Leases, of the amounts received, after deducting all costs of collection, up to the total recourse amount paid to Snap-on Credit by Franchisee in relation to the defaulted Franchisee Paper or Lease. Nothing herein shall be deemed to impose on Snap-on Credit any duty whatsoever to collect amounts outstanding on any Franchisee Paper or Lease.

13. Security Requirement - Franchisee Reserve Account.

(a) To secure Franchisee's performance of obligations under this Agreement, Franchisee shall deliver to Snap-on Credit (or Snap-on Credit may retain) the Reserve Requirement for each Franchisee Paper or Lease. The Reserve Requirement will be credited to the Reserve Account and deducted from the payments or credits issued by Snap-on Credit to Franchisee. Franchisee authorizes Snap-on Credit to cause Snap-on to charge this amount on Franchisee's Weekly Invoice. Amounts credited to the Reserve Account may be commingled with Snap-on's general funds and there is no obligation to pay interest on such amounts. If Snap-on chooses to pay interest on such amounts, Snap-on Credit shall cause Snap-on to credit Franchisee with interest on the total amount in the Reserve Account as of the month-end closing date at the rate of interest that Snap-on may determine from time to time.

(b) To secure Franchisee's performance of obligations under this Agreement, Franchisee further grants Snap-on Credit a security interest in the Collateral. This provision shall survive termination of this Agreement. On execution of this Agreement, and as otherwise reasonably required by Snap-on Credit, Franchisee shall sign any documents requested by Snap-on Credit for the purpose of evidencing or perfecting its security interest and shall cooperate with Snap-on Credit in making appropriate UCC filings to perfect that security interest. Further, to the extent permitted by and subject to Applicable Law, Franchisee hereby grants Snap-on Credit or its agent or assigns the power of attorney and right to sign on behalf of Franchisee and file or record, any and all such financing statements and related documents as may be necessary to perfect or maintain the security interest granted by Franchisee under this Agreement. Franchisee authorizes Snap-on Credit the right to describe the Collateral in any financing statement as "all business assets." This statement in any financing statement shall not expand or limit the property given as security for performance of obligations under this Agreement.

(c) If Franchisee fails to timely perform any obligation contained in this Agreement, Snap-on Credit shall have the immediate right (and may cause Snap-on) to set-off and deduct the amount of that obligation on the Franchisee's Weekly Invoice and to deduct the amount from any other moneys Snap-on Credit, Snap-on or an Affiliate may hold or owe Franchisee. If the amount in the Reserve Account and/or the Weekly Invoice balance is not paid in an amount sufficient to cover the amount of any obligation, then Franchisee shall pay to Snap-on Credit on demand any remaining amounts owed.

(d) Provided that Franchisee is not in default under the Franchise Agreement or this Agreement, Snap-on may direct that the amount of the Reserve Account that exceeds 15% (or such lesser amount as Snap-on Credit may designate from time to time) of the total Outstanding Balance of all Franchisee Paper collected or serviced by Franchisee, be returned to Franchisee or credited to Franchisee's Weekly Invoice.

(e) Snap-on Credit may apply the Reserve Account to any indebtedness due or which may become due from Franchisee to Snap-on Credit or an Affiliate until 60 days after termination of the Franchisee Agreement or for such longer period as may be reasonably necessary to properly compute such indebtedness.

(f) Snap-on Credit may create a special Program that would require a permanent holdback of a certain amount of the Net Cash Price, for the benefit of Snap-on Credit. The permanent holdback amount will be designated by Snap-on Credit in writing at the time the special Program is created.

14. Approvals and Waivers. No waiver by either party of any provision of this Agreement shall be deemed a waiver of any other provision of this Agreement or of any subsequent breach by the other party of the same. Any party's consent to, or approval of, any act is not consent to or approval of any subsequent act.

15. Dispute Resolution.

(a) Mediation. Except as otherwise provided in Section 15.(c), any controversy or dispute arising out of, or relating to the termination of Franchisee's franchise business or the termination or nonrenewal of this Agreement including, but not limited to, any claim by Franchisee, or any person in privity with or claiming through, on behalf of or in the right of Franchisee must be submitted to non-binding mediation prior to any matter being submitted to arbitration. This provision applies only to controversies and disputes that are specific to Franchisee, or any person in privity with or claiming through, on behalf of or in the right of Franchisee and not to issues that effect Snap-on franchisees generally. Any such mediation will be held within 30 days after a demand for mediation is made by either party by notice to the other party. The mediation will be conducted in the state in which Franchisee resides.

The mediator will be selected by Snap-on Credit and be someone knowledgeable with the Snap-on business. Franchisee may be accompanied at the mediation by anyone of Franchisee's choosing. If Franchisee elects not to be represented by counsel, Snap-on Credit will also participate in the mediation without counsel. Snap-on Credit or Snap-on will pay the costs of the mediator and location at which the mediation takes place.

(b) Arbitration. Except as otherwise provided in Section 15(c) below, any controversy or dispute arising out of, or relating to Franchisee's franchise business or this Agreement including, but not limited to, any claim by Franchisee, or any person in privity with or claiming through, on behalf of or in the right of Franchisee, concerning the entry into, performance under, nonrenewal of, or termination of, this Agreement; any claim against a past or present employee, officer, director, agent or affiliate of Snap-on Credit; any claim of breach of this Agreement; and any claims arising under state or federal laws, including any statutes, rules, or regulations, shall be submitted to final and binding arbitration as the sole and exclusive remedy for any such controversy or dispute. Persons in privity with or claiming through, on behalf of or in the right of Franchisee include, but are not limited to, spouses and other family members, heirs, executors, representatives, shareholders, members, successors and assigns. In no event shall persons in privity include other Snap-on franchisees who have signed separate franchise agreements with Snap-on Credit or Snap-on.

As a condition of submitting a controversy or dispute regarding the termination of Franchisee's franchise business or the termination or nonrenewal of this Agreement to arbitration, the parties must have participated in and failed to resolve the controversy or dispute through mediation, or the party filing the arbitration has made himself available to participate, but the party against whom the arbitration is filed refused to participate or otherwise failed to make himself available to participate in the mediation process within the prescribed time. Unless prohibited by applicable law, any claim shall be made by filing a written demand for arbitration within one (1) year following the conduct, act or other event or occurrence first giving rise to the claim; otherwise, the right to any remedy shall be forever barred.

The right and duty of the parties to this Agreement to resolve any disputes by arbitration shall be governed exclusively by the Federal Arbitration Act, as amended, and arbitration shall take place according to the commercial arbitration rules of the American Arbitration Association in effect as of the date the demand for arbitration is filed. The arbitration shall be held at the office of the American Arbitration Association nearest the Snap-on Regional Sales Office to which Franchisee was assigned most recently prior to the demand for arbitration; provided, however, if such office is outside the state in which the Franchisee resides, Franchisee may cause the arbitration to be held within Franchisee's state of residence at a place mutually convenient to the parties and the arbitrator.

The arbitration shall proceed before a single arbitrator. The arbitrator shall be chosen by the striking method from a panel of neutral arbitrators provided by the American Arbitration Association. If the amount claimed by the party filing for arbitration both in the original demand for arbitration and in any amendment is less than Seventy-five Thousand Dollars (\$75,000.00), Snap-on Credit shall pay the fees and expenses of the arbitrator and filing fees and costs charged by the American Arbitration Association up to a maximum of Seven Thousand Five Hundred Dollars (\$7,500.00). Any amount in excess of Seven Thousand Five Hundred Dollars

(\$7,500.00) will be split equally by the parties. If the amount of the claim filed either in the original demand for arbitration or by amendment is for Seventy-five Thousand Dollars (\$75,000.00) or more, the parties agree to split equally the fees and expenses of the arbitrator and the filing fees and costs charged by the American Arbitration Association.

Unless otherwise agreed by the parties or ordered by the arbitrator, pre-hearing discovery in any arbitration is limited to the following: (1) production of all documents that will be introduced at the hearing; (2) production of written or recorded statements that a party intends to introduce at the hearing; (3) production of all documents relied upon by experts who will testify at the hearing; (4) production by Franchisee of tax returns filed by Franchisee (including tax returns for the owner of a Franchisee if the Franchisee is a corporation or limited liability company) for the last three (3) tax years; (5) production by Snap-on of Franchisee's statements of account balance with Snap-on and Snap-on Credit for three (3) years prior to the filing of the arbitration; and (6) not more than two depositions per side.

Each party further agrees that, unless such a limitation is prohibited by applicable law, the other party shall not be liable for punitive or exemplary damages and the arbitrator shall have no authority to award the same. The award or decision by the arbitrator shall be final and binding on the parties and may be enforced by judgment or order of a court having subject matter jurisdiction in the state where the arbitration took place. The parties consent to the exercise of personal jurisdiction in the state where the arbitration took place. The parties consent to the exercise of personal jurisdiction over them by such courts for the purpose of carrying out this provision; and they waive any objections that they would otherwise have to the same.

Unless prohibited by applicable law, (i) no arbitration under Section 15 shall include, by consolidation, joinder, class action or in any other manner, any person other than Franchisee and Snap-on Credit and any other person in privity with or claiming through, in the right of or on behalf of Franchisee or Snap-on Credit, unless both Franchisee and Snap-on Credit consent in writing, and (ii) no finding or stipulation of fact in any other arbitration, judicial or similar proceeding shall be given preclusive or collateral estoppel effect in any arbitration hereunder, and no conclusion of law in any other arbitration shall be given any weight in any arbitration hereunder, except to the extent such finding, stipulation or conclusion may have been determined in another proceeding between Franchisee and Snap-on Credit or any person in privity with or claiming through, in the right of or on behalf of Franchisee or Snap-on Credit. The parties agree to arbitrate only controversies and disputes that are specific to Franchisee or any person in privity with or claiming through, on behalf of or in the right of Franchisee and not issues that affect Snap-on franchisees generally as a class action or otherwise. In no event shall the arbitrator have the right, power, jurisdiction or contractual authority to award any damages or relief in excess of or in addition to those damages suffered specifically by the parties to the arbitration.

In the event any provision in this Section 15, other than the prohibition against consolidation, joinder and class action, is determined to be legally invalid or unenforceable under the law applicable in a particular case, then it is the intention of the parties to this Agreement that such provision be deemed inoperative and stricken from this Agreement, and that the remainder of this Section 15, to the extent not legally invalid or unenforceable under applicable law, be enforced as written and as if the invalid or unenforceable provision or provisions had not been included in this Section 15. If the prohibition against consolidation, joinder and class action is determined to be legally invalid or unenforceable in a particular case, then it is the intent of the parties that the case shall proceed only in any federal court of competent jurisdiction, or in the event there is no jurisdiction in a federal court, then in that situation only, the case shall proceed in a state court of competent jurisdiction.

(c) Provisional Remedies. Each party shall have the right to seek from an appropriate court provisional remedies including, but not limited to, temporary restraining orders, preliminary injunctions or replevin orders before, during or after arbitration. Neither party need await the outcome of the arbitration before seeking provisional remedies. Seeking any such remedies shall not be deemed to be a waiver of either party's right to compel arbitration. Any such action shall be brought by Snap-on Credit or Franchisee in the county (or similar political unit) or federal judicial district where Franchisee resides, or where any property that may be the subject of the action is located. The parties consent to the exercise of personal jurisdiction over them by courts located there and to the propriety of venue in such courts for the purpose of carrying out this provision; they waive any objections that they would otherwise have to the same; and they waive the right to have any such action decided by a jury.

16. Waiver of Notice of Nonpayment, Protest; Default and Demands. Franchisee waives notice of default or nonpayment, protest or notice of protest, demand for payment and any other demand or notice in connection with any Franchisee Paper, Lease or this Agreement. Franchisee agrees that so long as Snap-on Credit in good faith believes that it is appropriate to do so under the circumstances, Snap-on Credit may waive, compromise, settle, or vary any terms of any Franchisee Paper or Lease purchased by Snap-on Credit, or permit these events to occur by operation of law, without limiting or otherwise affecting Franchisee's obligations under this Agreement. Without limiting the generality of the foregoing, Franchisee's recourse obligations set forth in Sections 11 and 12 shall not be terminated, modified or affected in any way by such actions, and Franchisee hereby consents to all such actions. No termination of this Agreement shall affect Franchisee's recourse obligations with respect to any Franchisee Paper or Lease purchased by Snap-on Credit prior to such termination.

17. Successors and Assigns. All or any portion of this Agreement, or of any Franchisee Paper or Leases, and all or any portion of the rights under the foregoing, may be assigned or transferred in whole or in part by Snap-on Credit or an Affiliate in its sole and absolute discretion at any time. Franchisee may not assign or delegate any rights or duties hereunder without the express written consent of Snap-on Credit. Unless otherwise authorized by Snap-on Credit in writing, Franchisee may not assign or delegate any rights or duties hereunder to any employee. Franchisee shall remain responsible for the actions and omissions of any employee. This Agreement inures to the benefit of and binds the respective heirs, executors, administrators, representatives, and permitted successors and assigns of Snap-on Credit and Franchisee.

18. Term and Renewal of this Agreement. The term of this Agreement shall be 10 years from the Effective Date or for the remaining term of the Franchise Agreement, whichever is less, unless terminated sooner according to Sections 19 or 20 of this Agreement. If Franchisee renews, updates, or converts a Franchise Agreement with Snap-on in accordance with their agreement with Snap-on, the Franchisee shall also execute the then-current form of this Agreement.

19. Termination by Franchisee. Franchisee may terminate this Agreement without cause by providing Snap-on Credit thirty (30) days' advance written notice of Franchisee's intent to terminate.

20. Termination by Snap-on Credit.

(a) Automatic Termination without Notice. Franchisee shall be deemed to be in default under this Agreement and Snap-on Credit will, without prejudice to any and all other rights and remedies it may have under this Agreement or under applicable law, terminate this Agreement without notice to Franchisee in the following instances:

(i) If Franchisee is adjudicated a bankrupt or becomes insolvent, or has a trustee or receiver appointed by a court of competent jurisdiction for all or any part of Franchisee's property; or

(ii) If a plan of liquidation, reorganization, composition or arrangement of Franchisee's affairs is sought to be instituted for or against Franchisee, whether or not the same is subsequently approved by a court of competent jurisdiction; or

(iii) If a proceeding is filed under any bankruptcy laws or other similar laws and such proceeding is not dismissed within ninety (90) days after filing; or

(iv) If Franchisee makes a general assignment for the benefit of creditors; or

(v) If Franchisee shall cease to be an authorized Snap-on franchisee because of the termination of, or the transfer or assignment of rights under, the Franchise Agreement between Franchisee and Snap-on (or an Affiliate). A Franchisee does not cease being an authorized Snap-on Franchisee if Franchisee becomes a Standard Franchisee after having been a Gateway Franchisee or otherwise remains a Franchisee under a different franchise agreement; or

(vi) Upon the death or incapacity of Franchisee (or the stockholder of a corporate Franchisee or member of a limited liability company Franchisee).

(b) Termination upon Notice. Franchisee shall be deemed in default under this Agreement and Snap-on Credit may, at its option, without prejudice to any and all other rights and remedies it may have under this

Agreement or under applicable law, terminate this Agreement effective upon Franchisee's receipt of written notice of termination, in the following instances:

(i) If Franchisee falsifies any report, Franchisee Paper or, or engages in conduct involving dishonesty in dealing with Snap-on Credit or Snap-on; or

(ii) If any representation or warranty of Franchisee contained in this Agreement or in any document or instrument delivered pursuant to this Agreement is untrue or incorrect; or

(iii) If Franchisee remains in default beyond the applicable cure period under any other written agreement with Snap-on Credit or Snap-on (or an Affiliate); or

(iv) If Franchisee has received two (2) or more notices of default under Section 20(c) below within the previous twelve (12) months or within the previous six months Franchisee submits two or more collection remittances that are returned for insufficient funds, Snap-on Credit shall be entitled to send Franchisee a notice of termination upon the next default of Franchisee without providing Franchisee an opportunity to correct the default and/or require that all Franchisee remittance hereunder be on certified funds; or

(v) If Franchisee defaults by failing to maintain the delinquency standards established under Section 8(d) of this Agreement and fails to cure such default within 60 days after notice of the default.

(c) Termination upon Expiration of Cure Period. Except for those items listed in Sections 20(a) and (b) above, Franchisee shall have thirty (30) days (or longer, if such default cure period is specifically provided for in the Program Terms) after written notice of default from Snap-on Credit within which to remedy any default or breach under this Agreement, or any other written agreement with Snap-on Credit, and provide evidence of that remedy to Snap-on Credit. If any such default is not cured within that time, this Agreement shall terminate without further notice to Franchisee effective immediately upon expiration of that time, unless Snap-on Credit shall notify Franchisee otherwise in writing. Without limiting the foregoing, the following defaults are within this Section 20(c):

(i) Failure by Franchisee to comply with any of the requirements imposed by this Agreement, as supplemented by the Program Terms from time to time to which Snap-on Credit may contribute Program procedures, or to carry out the terms of this Agreement in good faith; or

(ii) Failure of Franchisee to submit when required any reports; or

(iii) Failure to adhere to the electronic commerce requirements of Snap-on Credit (including, but not limited to, electronic remittance of collections and utilization of electronic Credit Sale Contracts);

(d) Notwithstanding the provisions of preceding Section 20(c), if Franchisee defaults in the payment of any monies owed to Snap-on Credit when such monies become due and payable, whether pursuant to this Agreement or otherwise, and Franchisee fails to pay such monies within ten (10) days after receiving written notice of default, then, unless Snap-on Credit shall notify Franchisee otherwise in writing, this Agreement shall terminate without prejudice to any and all other rights and remedies Snap-on Credit may have under this Agreement or under applicable law.

21. Effect of Termination on Franchisee's Rights and Obligations. If Franchisee is in default as stated in Section 20 above, (an "Event of Default") or Termination occurs, then Snap-on Credit may, at its option, exercise any one or more of the following rights and remedies:

(a) Snap-on Credit will not purchase Credit Sales Contracts, leases or any other receivable from Franchisee hereunder after termination of this Agreement.

(b) All obligations, warranties and agreements with respect to any Franchisee Paper or Lease delivered to Snap-on Credit by Franchisee before such termination shall remain in full force and effect, including, without limitation the provisions of Section 12 above, and Franchisee shall remain liable for the performance of all obligations to Customer and Snap-on Credit incurred while this Agreement was in effect notwithstanding such termination, including but not limited to, collection repossession and purchase requirements.

(c) In the event the Franchisee's franchise business is terminated for any reason, Franchisee shall immediately pay Snap-on Credit all sums due and owing hereunder.

(d) Except as may otherwise be required by law, in the event the Franchisee's franchise business is terminated for any reason or if an Event of Default occurs, and Franchisee fails to immediately pay Snap-on Credit all sums due and owing hereunder, Snap-on Credit (a) may sell all or any of the Collateral at public or private sale or sales upon such terms and conditions as Snap-on Credit deems proper (and Snap-on Credit may purchase any or all of the Collateral at any such sale), and apply the net proceeds of such sale, after deducting

all costs, expenses and attorneys' fees incurred at any time in the collection of Franchisee's obligations under this Agreement and in the protection and sale of the Collateral, first to the payment of Franchisee's obligations under this Agreement and then to the payment of any other liabilities of Franchisee to Snap-on Credit; any remaining proceeds shall be returned to Franchisee; provided that Franchisee shall remain liable for Franchisee's obligations or other amounts remaining unpaid after such application thereon; and (b) may take such other actions as it may deem appropriate or in its interest with respect to the Collateral including, without limitation, (i) transferring the whole or any part of the Collateral into its name or the name of a nominee, (ii) collecting any amounts due on the Collateral directly from the persons obligated thereon, (iii) exercising any voting or other rights with respect to any Collateral consisting of securities, (iv) taking possession and control of the Collateral and any proceeds thereof and (v) suing or making any compromise or settlement with respect to any of the Collateral.

(e) Snap-on Credit may exercise from time to time any rights and remedies available to it under all applicable laws, including, without limitation, the UCC and the commercial code of any other applicable state. In addition to and not in limitation of all rights of offset that Snap-on Credit may have under applicable law, Snap-on Credit shall, upon the occurrence of an Event of Default or Termination of this Agreement, have the right to appropriate and apply to the payment of, and to set-off against Franchisee's obligations, any and all balances, credits, accounts or money of Franchisee then or thereafter received or held by or under the control of Snap-on Credit. Except as may otherwise be required by law, including with respect to notice of any sale of Collateral, Franchisee hereby waives, in connection with this Agreement and Franchisee's obligations under this Agreement, any right under or benefit of any law (whether or not intended for its advantage or protection) that would restrict or limit the right or ability of Snap-on Credit to obtain payment of Franchisee's obligations under this Agreement, including any law that would restrict or limit Snap-on Credit in the exercise of right to appropriate at any time hereafter any indebtedness owing from Snap-on Credit to Franchisee and any property of Franchisee in the possession or control of Snap-on Credit and apply the same toward or set-off the same against the payment of Franchisee's obligations under this Agreement. All rights of Snap-on Credit under this Agreement are cumulative.

22. Amendment or Modification. This Agreement may only be amended by a writing executed by Franchisee and Snap-on Credit; provided, however, that the Program Terms may be amended by Snap-on Credit as provided in Section 4 above. Snap-on Credit reserves the right in its sole and absolute discretion to amend, terminate or supplement all or any part of its Programs at any time, and specifically reserves the right to cease making further purchases of Franchisee Paper or Leases.

23. Franchisee Option to Participate. It is Franchisee's sole decision whether to enter into this Agreement and participate in the Programs. Entering into this Agreement is not required for Franchisee to continue as an authorized Snap-on franchisee. Franchisee understands that s/he is free to secure financing of Customer purchases of Products or extend credit to Customers through other means. Likewise, it is Snap-on Credit's sole decision to buy Franchisee Paper or Leases from Franchisee. Franchisee acknowledges that Snap-on Credit's purchase of any Franchisee Paper or Lease is good and sufficient consideration for all of Franchisee's obligations under this Agreement and the Program Terms. Franchisee agrees that Snap-on Credit may obtain credit information about Franchisee, franchise operations information from Snap-on and, that Snap-on Credit may provide Franchisee credit information to Snap-on from time to time.

24. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois without regard to its conflicts of law provisions, provided, however, that in the event local law is applied it shall be the laws of the state in which Franchisee resides at the time this Agreement was executed, except to the extent that the Federal Arbitration Act shall apply in accordance with Section 15 above.

25. Severability. Each section, subsection, paragraph, subparagraph, term, and condition of this Agreement and any portions thereof, shall be considered severable. If, for any reason, any portion of this Agreement is determined to be invalid, contrary to, or in conflict with, any present or future applicable laws in a final, unappealable ruling issued by any court, agency, or tribunal with valid jurisdiction in a proceeding to which Snap-on Credit is a party, that ruling shall not impair the operation of, or have any other effect upon, any other

portions of this Agreement; all of which shall remain binding on the parties and continue to be given full force and effect. Any invalid portion shall be deemed not to be a part of this Agreement as of the date upon which the ruling becomes final, if Franchisee is a party to such proceedings, or upon Franchisee's receipt of notice of nonenforceability from Snap-on Credit.

26. Notices. All notices, requests, consents, or approvals required or permitted to be given hereunder shall be in writing and shall be deemed to be properly delivered immediately, if personally delivered, or five (5) business days after having been sent by United States Postal Service registered, certified, or express mail, postage prepaid, return receipt requested: (a) if to Franchisee, addressed to Franchisee at the address first above written or at such other address as Franchisee may have designated from time to time by written notice to Snap-on Credit; and (b) if to Snap-on Credit, addressed to Snap-on Credit at 950 Technology Way, Suite 301, Libertyville, Illinois, 60048 (marked Attn: General Manager), or to such other person or at such other address as Snap-on Credit may have designated from time to time by written notice to Franchisee.

27. Effect of Other Agreements. This Agreement supersedes any prior Dealer Servicing Agreement, Dealer Credit Agreement, Dealer Credit and Lease Agreement, Franchisee Servicing Agreement or any similar agreement, understanding, or negotiations between Franchisee and Snap-on Credit or Snap-on about the subject matter of this Agreement. If there is a conflict between this Agreement and the Franchise Agreement, the Franchise Agreement shall control.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

Snap-on Credit LLC

By: _____
Franchisee

By: _____
Credit Manager

Witness

Witness

APPENDIX I.3



LOAN AND SECURITY AGREEMENT

This LOAN AND SECURITY AGREEMENT (this "Agreement") is made between Snap-on Credit LLC, a Delaware limited liability company with its principal place of business at 950 Technology Way, Suite 301, Libertyville, Illinois, 60048 ("Lender"), and _____ ("Borrower"), an individual residing at – or a corporation with its principal place of business at _____.

WHEREAS, Borrower has entered into a Franchise Agreement with Snap-on Tools Company LLC ("Snap-on"), an affiliate of Lender, pursuant to which Borrower will operate a Snap-on franchise ("Franchise"); and

WHEREAS, in order to finance certain costs associated with the Borrower's Franchise and to provide working capital for such Franchise, Borrower desires to borrow, and Lender is willing to lend money to Borrower upon the terms and conditions herein (the "Franchise Finance Program").

NOW, THEREFORE, the Lender and Borrower hereby agree as follows:

1. THE LOAN. Subject to the terms and conditions of this Agreement, Lender will lend to Borrower the sum of _____ and such additional amounts as agreed by addendum by the parties from time to time (the "Loan"). The Loan shall be evidenced by Borrower's promissory note (or in the case of a continuing or revolving line of credit, one or more notes), in form and substance acceptable to Lender, in or up to the principal amount specified in the preceding sentence (the "Note"). The Note shall be executed and delivered to Lender before or concurrently with Lender's disbursement of any amount under the Loan. The unpaid principal amount of the Loan shall bear interest and shall be due and payable as provided in the Note. As used in this Agreement, the term "Borrower's Liabilities" shall include principal and interest under the Note and any additional notes, together with all costs and expenses (including reasonable attorneys fees) to be paid by Borrower as provided in this Agreement together with any other amount owed under any other agreement between Borrower and Lender or its Assignees or under any Lender sponsored van lease program ("Van Lease Program").

2. GENERAL TERMS.

a. Default Rate. After the occurrence of an Event of Default under this Agreement and so long as such Event of Default continues, the Note and all other Borrower's Liabilities shall (subject to any limitations of applicable law) bear interest at rates per annum equal to the respective rate applicable to such Note and other Borrower's Liabilities prior to such Event of Default plus four percent (4%), or the maximum rate permitted by applicable law.

b. Payments. All payments under this Agreement and with respect to the Note and any additional notes shall be made in immediately available funds by Borrower to Lender by debiting Borrower's bank account, pursuant to instructions duly executed by Borrower and delivered to Borrower's bank, on the date when payments are due. Prepayments, if permitted hereunder or under a Note, may be made at Lender's offices at 950 Technology Way, Suite 301, Libertyville, Illinois, 60048 ("Lender's Principal Office") or at such other location as Lender may designate. Whenever any payment to be made hereunder or with respect to a Note shall be stated to be due on a date other than a business day (or if Borrower's bank is not open on a business day when an account is to be debited), such payment shall be made on the next succeeding business day, and such extension of time shall be included in the computation of interest or any fees. As used herein, "business day" means any day on which Lender is open for business at Lender's Principal Office. Lender may, at its option and upon notice to Borrower, require Borrower to make all payments in immediately available funds to Lender at Lender's Principal Office.

c. Mandatory Prepayment for Rejected Revolving Accounts. In the event Borrower receives Loan funds for the acquisition of accounts receivable, commonly referred to as "Revolving Accounts" ("RA's") and Borrower rejects all or any portion of said Revolving Accounts within forty-five (45) days from date of disbursement of this Loan in accordance with the provisions of Borrower's Franchise Agreement with Snap-on, then upon receipt of reimbursement from Snap-on for said rejected Revolving Accounts, Borrower shall be required to prepay a portion of the Loan in an amount equal to the amount loaned for the acquisition of the rejected Revolving Accounts.

d. Mandatory Prepayment for Cessation of Additional Van. In the event Borrower receives Loan funds for one or more additional vans and Borrower ceases operating or fails to begin operation of such additional van(s), Borrower shall be required to prepay a portion of the Loan in an amount equal to the amount loaned for the respective additional van.

e. Van Lease Requirement. Borrower acknowledges that Borrower is obligated under his Franchise Agreement to acquire a van meeting certain specifications. Borrower acknowledges that the van is an integral part of Borrower's business operations. Borrower shall be obligated under this Agreement to meet said van requirements through a purchase or lease of a designated van from a designated source. However, if Borrower acquires a van with no continuing financial obligations by Borrower, then this specified van requirement shall not apply. Van leasing may be with a third party unrelated to Lender ("Lessor"). Borrower agrees to permit any information regarding the van lease to be obtained from Lessor at any time during the term of this Agreement. In the event Borrower elects to participate under this Franchise Finance Program and enter into this Agreement, Lender shall designate both the van and the source. Payment for said van lease or purchase shall be made through Lender in accordance with Section 2.b above and the van lease or purchase documents. Lender shall forward payments to Lessor or lender of the van; provided, however, that in no event shall Lender be obligated to make payments on behalf of Lessee/Borrower when such payment has not been paid to Lender by Borrower. No portion of Borrower's payments to Lender with respect to the van lease shall be retained by Lender beyond the period necessary for transmittal on a monthly basis to Lessor or Lessor's agent.

f. Application of Payments. Lender will apply against Borrower's Liabilities, on the date of receipt all payments received thereon, including cash, collections of Accounts Receivable, proceeds of Collateral (as hereinafter defined) and any other amounts; provided that (i) Lender shall charge back to Borrower any payments that may be required to be returned to the entity making such payment and Borrower shall continue to pay interest on the amount charged back from the date that such payment was applied against Borrower's Liabilities; (ii) Lender shall have the exclusive right to determine how, when and in what amounts application of such payments and such credits shall be made on Borrower's Liabilities, and such determination shall be conclusive and binding upon Borrower. Lender's decision with respect to payment of Borrower's Liabilities shall in no way relieve Borrower from its obligation for payments under Borrower's van lease or under this Agreement or any other agreement. Partial prepayments by Borrower, if permitted, shall not relieve Borrower from Borrower's obligation to make weekly payments. Prepayments may be subject to a prepayment premium and partial prepayments may be prohibited as provided under the Note. Notwithstanding the foregoing or the terms of any note, in the event the Borrower's Franchise is terminated, unless termination is due to the relocation to another Franchise, Borrower shall not be obligated to pay a prepayment premium or penalty. If Borrower's Franchise is relocated, provided Borrower is not in default under this Agreement or any note, Borrower may elect to continue the existing Loan and, thus, avoid a prepayment penalty. If upon relocation, Borrower elects to repay the Loan in full, then Borrower may be subject to a prepayment premium as provided under the Note.

g. Late Charges and NSF Check Charges. To the extent permitted by and subject to applicable law, if Borrower fails to make payments under the Loan within 10 days after the due date, Borrower may be assessed a Late Charge of \$10.00 or 5% of the amount due, whichever is greater (or the maximum permitted by applicable law if less). To the extent permitted by and subject to applicable law, if Borrower makes payments by check under the Loan and Borrower's check is not paid because of non-sufficient funds in Borrower's checking account or a closed account, Borrower may be assessed an NSF Check Charge of \$25.00 (or the maximum permitted by applicable law if less).

h. Statement of Account. All of Borrower's Liabilities shall constitute one loan secured by the Collateral and by all security interests, liens, claims and encumbrances heretofore, now or from time to time hereafter granted by Borrower to Lender. In determining Borrower's Liabilities, the books and records of Lender shall be controlling. All statements of accounts rendered by Lender to Borrower concerning Borrower's Liabilities hereunder, including all statements of principal, interest, fees, expenses and costs owing to Lender by Borrower, shall be presumed correct and accurate and shall constitute an account stated between Lender and Borrower unless Borrower, within 180 days after receipt of the statement, delivers to Lender written objection, specifying the error or errors, if any, contained in such statement. Lender, at its sole discretion, may request Borrower to certify as to the accuracy of Lender's records relative to Borrower's Liabilities and Borrower shall comply within 30 days of such request.

3. COLLATERAL.

a. Description. Borrower hereby grants and assigns to Lender, and agrees that Lender shall have, a security interest in the following business property, assets, rights and interests of Borrower, whether now owned or existing or hereafter acquired or arising (collectively, the "Collateral"):

i. All of Borrower's Accounts (the term "Accounts" as used herein includes, without limitation, all of Borrower's accounts receivable arising out of the sale or lease of Inventory or other goods or out of the rendering of services), whether or not specifically assigned to Lender;

ii. All of Borrower's Inventory (the term "Inventory" as used herein includes, without limitation, all of Borrower's goods held for sale or lease or being processed for sale or lease, including all materials, work-in-process, finished goods, supplies and other goods customarily classified as inventory), including Inventory at any time in the possession of any bailee;

iii. All of Borrower's business equipment (the "Equipment");

iv. All of Borrower's goods, vehicles, (including Borrower's van or truck) furnishings and fixtures wherever located but only to the extent that such items are used primarily in connection with Borrower's Franchise;

v. All of Borrower's cash, negotiable instruments, documents of title, warehouse receipts, chattel paper, general intangibles, securities, leases, contract rights, certificates of deposit, deposit accounts, cash equivalents, interest or dividends on any of the foregoing, insurance claims, patents, trademarks, good will and other property of any kind or description, wherever now or hereafter located, but only to the extent that such items are used primarily in connection with Borrower's Franchise; and

vi. Without limiting the foregoing, all substitutions, renewals, improvements and replacements of, and additions and accessions to, the foregoing, and all products and proceeds of the foregoing, including, without limitation, all of the proceeds in any form of Borrower's Accounts and Inventory, whether specifically assigned to Lender or not. Notwithstanding the foregoing, if Borrower is an individual, Borrower's residence, personal, family or household goods and assets not related to or used primarily in connection with Borrower's Franchise are specifically excluded from the definition of "Collateral." The terms used herein to identify the Collateral shall have the respective meanings assigned to such terms as of the date hereof in the Uniform Commercial Code, as amended, in effect in the state listed in the introductory paragraph as Borrower's address (the "UCC"). The security interest granted hereby shall continue to attach to the Collateral notwithstanding any sale, exchange or other disposition of the Collateral by Borrower, except for Inventory sold in the ordinary course of business. The security interest herein granted is to secure the payment of all of Borrower's Liabilities and the performance of all of Borrower's obligations to Lender hereunder and any and all other obligations of Borrower to Lender of every kind and description, direct or indirect, absolute or contingent, due or about to become due, now existing or hereafter arising.

b. Financing Statements. Borrower shall sign and deliver such financing statements and other documents, in form satisfactory to Lender, as Lender may at any time reasonably request in order to effectuate or perfect Lender's security interest in the Collateral hereunder, or facilitate the realization by Lender upon the Collateral, or any part thereof, and shall reimburse Lender for the costs of preparing and filing the same. Further, to the extent permitted by and subject to applicable law, Borrower hereby grants Snap-on or its agent or assigns the power of attorney and right to sign on behalf of Borrower and file or record, any and all such financing statements and related documents as may be necessary to

perfect or maintain the security interest granted by Borrower under this Agreement. Borrower authorizes Lender the right to describe the collateral in any financing statement as "all business assets." This statement in any financing statement shall not expand or limit the property given as security for performance of obligations under this Agreement as described above.

c. Inspection. Lender or its agents may at any reasonable time conduct a physical audit of Borrower's Inventory and inspect the Collateral and the books and records of Borrower pertaining to the Collateral, or any part thereof, and may make or require Borrower to furnish copies or extracts from such books and records. Borrower, at its sole cost and expense, shall keep and maintain satisfactory and complete books and records of the Collateral until all of Borrower's Liabilities shall have been fully paid and discharged. Lender shall have a special property interest in and to any and all books and records of Borrower pertaining to the Collateral, including any books and records retained by Snap-on Tools Company LLC or its subsidiaries or affiliates, and upon the occurrence of an Event of Default Borrower shall deliver such books and records to Lender at the demand of Lender. At the request of Lender, Borrower shall duly cause its accounts receivable ledger and other books and records relating to the Collateral to be stamped, in form and manner satisfactory to Lender, with a proper reference to the fact that the Collateral has been assigned to Lender.

d. Preservation. Lender may, but shall not be obligated to, take such action from time to time as it may in its sole judgment deem appropriate to maintain or protect the Collateral, and for that purpose may, among other things, at its option (i) pay or obtain the removal of any tax, lien, security interest, claim or encumbrance that may be levied or placed on or with respect to any of the Collateral; (ii) pay the costs of insurance on any of the Collateral; or (iii) make any payment under any lease or contract to which Borrower is a party in order to cure or avoid a default thereunder. Borrower shall reimburse Lender, promptly upon demand by Lender, for any costs or expenses incurred by Lender in the protection or maintenance of the Collateral, including the expenditures described herein and any costs to move the Collateral to another location. Lender shall have exercised reasonable care in the custody and preservation of any Collateral in its possession or control if it takes such action for that purpose as Borrower shall request in writing, but the failure to comply with any such request shall not be deemed a failure to exercise reasonable care. Borrower shall have the sole responsibility for taking such steps as may be necessary from time to time to preserve all rights of Borrower and Lender in the Collateral against other parties. Borrower shall keep the Collateral in good condition and repair and shall not waste, destroy, hide, misappropriate any of the Collateral.

e. Insurance. Borrower shall maintain in effect at all times policies of insuring against loss of or damage to all tangible property constituting Collateral. Such insurance shall, except as may otherwise be agreed to in writing by Lender, (i) cover all risks, (ii) be in amounts equal to the full value of the Collateral, (iii) be provided by such companies as are satisfactory to Lender, (iv) contain a lender's loss payable clause naming Lender as payee as its interest may appear, and (v) provide at least 10 days' prior written notice to Lender of any cancellation. Borrower shall cause a certificate of insurance evidencing the insurance coverage required under this Agreement to be delivered to Lender prior to the closing of the Loan under this Agreement. After an Event of Default, as hereinafter defined, Lender may act as attorney for Borrower in obtaining and canceling such insurance and in adjusting and settling any claims with respect thereto and endorsing any drafts received as a result thereof.

f. Liens. Borrower represents and warrants that the Collateral is, and covenants and agrees that it will keep the Collateral free from, any lien, security interest (other than the security interest herein granted; other security interests granted to Lender, Snap-on Tools Company LLC, or their affiliates; and other liens permitted under Section 5.a.ii below), claim or encumbrance, and agrees to defend the Collateral against any and all claims and demands of all persons at any time claiming the same or any interest therein.

g. Use. Borrower shall not sell, assign, lease, transfer or convey any of the Collateral or any interest therein; provided that, so long as no Event of Default, as hereinafter defined, has occurred under this Agreement, Borrower may sell Inventory in the ordinary course of business (not including any transfer in connection with or in satisfaction of any debt) and may sell or assign Accounts and equipment leases to Lender, Snap-on Tools Company LLC, or their affiliates in the ordinary course of business. Borrower may use and consume any supplies, the use and consumption of which is necessary in order to carry on Borrower's business, may use and operate any Equipment and may

otherwise use the Collateral in any lawful manner not inconsistent with this Agreement, so long as no Event of Default has occurred under this Agreement.

h. Locations. Borrower represents and warrants that all Collateral shall be kept at the location indicated in the first paragraph of this Agreement or other location pre-approved by Lender; provided that Borrower may move its business vehicles and their contents, including Inventory and Equipment, so long as they are routinely returned to the referenced location. Borrower shall notify Lender promptly in writing of any change in Borrower's address or in the location of any Collateral or use of any other names under which it is doing business.

i. Collection of Accounts. The collection of the Accounts and the application of the proceeds received therefrom shall be subject to the following:

i. Borrower is authorized to collect the Accounts or any part thereof, but such authorization may be restricted or terminated by Lender at any time in the Event of Default, as hereinafter defined. Borrower shall not, without the prior written consent of Lender (i) grant any extension of time for the payment of the Accounts; (ii) compromise, compound or settle the Accounts or any part thereof for less than the full amount thereof; (iii) release, in whole or in part, any person liable for the payment of the Accounts or any part thereof, or allow any credit, discount or allowance whatsoever upon the Accounts or any part thereof, unless such activity shall be deemed to be in the ordinary course of Borrower's business and will not occasion or threaten a material adverse change in the financial condition or results of Borrower's business operations.

ii. Upon the occurrence of an Event of Default (as hereinafter defined) Lender may, without notice to or assent of Borrower, extend the time of payment or compromise, settle for cash or credit or otherwise settle, upon any terms or conditions, any part of the Accounts and thereby discharge or release the person or persons liable for the payment of the Accounts or any part thereof without affecting Borrower's Liabilities to Lender. Lender may, but shall not be obliged to, demand or enforce payment of the Accounts or any part thereof and shall not be liable for its failure to collect or enforce the payment thereof or for the negligence of its agents or attorneys with respect thereto.

iii. Upon the occurrence of an Event of Default, Lender, without notice to Borrower, may notify any person, corporation or partnership (the "Obligor") liable for the payment of any Account of the fact that the Account has been assigned to Lender and may direct that payment of such Account be made directly to Lender. If Lender so requests after the occurrence of an Event of Default, all bills and statements rendered by Borrower to the Obligor shall state that the same has been assigned to Lender and is payable solely to Lender. When requested by Lender after the occurrence of an Event of Default, Borrower will notify or cause to be notified the Obligor to pay directly to Lender any sum or sums then due or to become due on account of the Accounts or any part thereof.

4. REPRESENTATIONS AND WARRANTIES OF BORROWER.

a. Borrower represents and warrants to Lender that, except as may have been previously disclosed in writing to Lender:

i. Borrower is a sole proprietor of an unincorporated business or is a duly organized, validly existing corporation or limited liability company in good standing under the laws of its jurisdiction of organization, and, if a corporation or a limited liability company, is duly qualified and in good standing and authorized to do business in each other jurisdiction where, because of the nature of Borrower's activities or properties, such qualification is required;

ii. The execution and delivery of this Agreement, the borrowings hereunder, the execution and delivery of the Note, and the performance by Borrower of its obligations under this Agreement and the Note are within Borrower's powers and have been duly authorized by all necessary action (corporate or other), and do not and will not contravene or conflict with any provision of any organizational documents (including, without limitation, any articles of incorporation or by-laws) of Borrower or of any agreement or other document binding upon Borrower or to which its assets are subject;

iii. This Agreement is, and the Note, when executed and delivered will be legal, valid and binding obligations of Borrower enforceable against Borrower in accordance with their respective terms, subject only to bankruptcy, insolvency and other similar laws generally relating to or affecting the enforceability of creditors' rights;

iv. There are no legal, governmental, arbitration or other actions or proceedings which are pending or threatened against Borrower which might result in (a) any material adverse change in Borrower's financial condition, or results of Borrower's business operations; or (b) materially and adversely affect Borrowers' use of Borrower's property or assets, including the Collateral;

v. Except as disclosed in the financial statements of Borrower most recently delivered to Lender pursuant to or in connection with this Agreement, Borrower has no indebtedness or other liabilities;

vi. Borrower is solvent and generally paying its debts as they mature, and Borrower has capital sufficient to carry on its current and proposed business and transactions;

vii. The financial statements, schedules and other information furnished to Lender prior to and after the execution and delivery of this Agreement fairly and accurately present the financial condition and, if applicable, results of operations of Borrower (and any other persons described therein) as of and for the period ending on the date as of which such financial statements are presented; and since the date of the financial statements of Borrower most recently furnished to Lender, there has been no material adverse change in the financial condition or results of business operations of Borrower;

viii. Borrower has timely filed all material tax returns and reports required to be filed by Borrower with any governmental entity, and has timely paid all taxes, assessments, fees and other charges upon Borrower and upon Borrower's properties, assets and income due and payable;

ix. None of Borrower's Liabilities violates the provisions of the usury laws or any other laws governing interest rates of any state having jurisdiction over Borrower's Liabilities, this Agreement or any transaction contemplated hereby; and the Loan is a loan to a business and each of Borrower's Liabilities under this Agreement is primarily for a business or commercial purpose and does not consist of or involve any credit offered or extended to a consumer primarily for personal, family or household purposes;

x. The Borrower is not in violation of any applicable law, regulation or ordinance of the United States of America or any state, city, town, municipality, county or other jurisdiction, or of any agency or instrumentality of any of the foregoing, in any respect materially and adversely affecting its financial condition, results of operations of Borrower's business, or its property or assets, including, without limitation, any law, regulation or ordinance relating to occupational health or safety or protection of the environment, including hazardous substances; and

xi. The Borrower continues to operate any additional van if such additional van operation was the basis for all or a portion of the Loan.

b. Borrower further represents and warrants that as of the date of this Agreement and as of the disbursement of the Loan, Borrower is in full compliance with all of Borrower's covenants under this Agreement and there does not exist any Event of Default or other event which, but for the passage of time or giving of notice would be an Event of Default.

5. COVENANTS OF BORROWER.

a. Negative Covenants. Borrower shall not:

i. Sell, assign, lease, transfer or convey any of Borrower's property or assets or any interest therein except sales of Inventory, sales or assignments of Accounts and equipment leases to Snap-on Tools Company LLC, Lender, or their affiliates, and use of cash in the ordinary course of business; and Borrower shall at all times have good title to and ownership of its property and assets, including the Collateral, and shall, except as permitted in Section 5.a.ii below, not allow, suffer or cause to exist thereon any lien, claim, security interest or encumbrance (including, without limitation, any lien or encumbrance of any governmental entity or agency or with respect to any taxes or debts owed thereto); provided that Borrower shall have the right to contest, in good faith, with reasonable diligence and by appropriate proceedings, the validity of any lien or encumbrance or claim thereof, but only if none of the property or assets of Borrower is subject to sale or foreclosure during such contest, and Borrower shall promptly pay any judgment rendered against Borrower in connection with any such contest;

ii. Incur any indebtedness or guarantee or otherwise become liable with respect to the obligation or indebtedness of any other person or entity, whether for borrowed money or otherwise, except for (a) indebtedness incurred in connection with the lease or purchase of Borrower's van, computer system and other business equipment, provided Lender consents in its sole discretion to such

loan or lease, (b) Borrower's Liabilities and any other indebtedness owed to Lender, (c) extensions of the maturities of existing indebtedness and interest thereon, (d) indebtedness which is unsecured and is to persons who execute and deliver to Lender (in form and substance acceptable to Lender) agreements subordinating such indebtedness and their claims against Borrower in connection therewith to the payment of Borrower's Liabilities, (e) indebtedness for personal, family or household purposes that is either unsecured or secured by assets other than the Collateral, and (f) trade payables and other obligations arising in the ordinary course of business;

iii. Enter into any transaction which materially and adversely affects Borrower's ability to repay Borrower's Liabilities or any other indebtedness of Borrower;

iv. Close or deplete the bank account from which payments on the Note are to be debited pursuant to Section 2.b above, unless suitable arrangements are made upon 30 days' written notice to Lender prior to such closure or depletion for Lender to debit a different bank account; and

v. Use the Loan or any portion thereof to make any "R.A. Deposit" or other payment to Snap-on Tools Company LLC or its affiliates (other than Lender) except payments for the purchase of Inventory, Accounts or other assets for use in Borrower's Franchise.

b. Affirmative Covenants. Borrower shall:

i. Operate Borrower's business and properties and always conform Borrower's conduct in accordance with and comply in all respects with all applicable laws, regulations and ordinances of the United States of America, of any state, city, town, municipality, county or other jurisdiction, and of any agency or instrumentality of any of the foregoing;

ii. Timely file all tax returns and reports required to be filed by Borrower with any governmental entity, and timely pay all taxes, assessments, fees and other charges upon Borrower and upon Borrower's properties, assets and income;

iii. Maintain sufficient funds in the bank account to be debited pursuant to Section 2.b above to make each payment on the Note and under this Agreement when and as due;

iv. Maintain levels of Inventory (at Borrower's cost) and Accounts (excluding Accounts or equipment leases sold or assigned to Snap-on Tools Company LLC, Lender or their affiliates in exchange for consideration other than the Loan) at least equal to the original principal amount of the Loan less any mandatory prepayments as required herein;

v. Use the Loan solely to acquire Inventory, Accounts and other assets and for working capital in connection with the commencement and operation of Borrower's Franchise;

vi. Prepare and deliver to Lender, from time to time as requested, financial statements and other information regarding the financial condition and results of operations of Borrower's Franchise; and

vii. Comply with all terms of the van lease and any van maintenance agreement.

6. DEFAULT AND ACCELERATION BY LENDER.

a. Automatic Acceleration Without Notice. Borrower shall be deemed in default under this Agreement and Lender may, at its option, without prejudice to any and all other rights and remedies it may have under this Agreement or under applicable law, accelerate the Loan and declare the entire unpaid amount of Borrower's Liabilities to be immediately due and payable under this Agreement without notice to Borrower in the following instances each of which shall be considered an Event of Default:

i. If Borrower is adjudicated a bankrupt or becomes insolvent, or has a trustee or receiver appointed by a court of competent jurisdiction for all or any part of Borrower's property; or

ii. If a plan of liquidation, reorganization, composition or arrangement of Borrower's affairs is sought to be instituted for or against Borrower, whether or not the same is subsequently approved by a court of competent jurisdiction; or

iii. If a proceeding is filed under any bankruptcy laws or other similar laws and such proceeding is not dismissed within ninety (90) days after filing;

iv. If Borrower makes a general assignment for the benefit of creditors; or

v. Upon the death or incapacity of Borrower (or the stockholder of a corporate Borrower); or

vi. If Borrower shall cease to be an authorized Snap-on Franchisee because of the termination of, or the transfer or assignment of rights under, the Franchise Agreement between Borrower and Snap-on Tools Company LLC (or an affiliate thereof).

b. Acceleration Upon Notice. Borrower shall be deemed in default under this Agreement and Lender may, at its option, without prejudice to any and all other rights and remedies it may have under this Agreement or under applicable law, accelerate the Loan and declare the entire unpaid amount of Borrower's Liabilities to be immediately due and payable under this Agreement effective upon Borrower's receipt of written notice of acceleration in the following instances each of which shall be considered an Event of Default:

i. If Borrower fails to satisfy any material judgment against Borrower within thirty (30) days after the judgment is entered and becomes final; or

ii. If any representation or warranty of Borrower contained in this Agreement or in any document or instrument delivered pursuant to this Agreement is untrue or incorrect; or

iii. If Borrower falsifies any report or document required to be furnished Lender, or has made a material misrepresentation in connection with the approval of Borrower under this Agreement, or engages in conduct involving dishonesty in dealing with Lender; or

iv. If Borrower has any obligations outstanding to Lender under this Agreement and Borrower's equity, as determined in accordance with a physical inventory, and review of RA balances has declined from the previous inventory and review of RA balances (or, if no physical inventory has yet been conducted, since Borrower began operations) and Borrower's equity in Borrower's Franchise is not restored by the next physical inventory and review of RA balances (which may be taken thirty (30) days or more after the previous inventory); or

v. If Borrower remains in default beyond the applicable cure period, if any, under any other written agreement with Lender or Snap-on (or any subsidiary or affiliate of Snap-on) or under any van lease for vans used in Borrower's business; or

vi. If any guarantee of any of Borrower's Liabilities is terminated or limited for any reason, including, without limitation, because of revocation or the death of any guarantor.

c. Acceleration Upon Expiration of Cure Period.

i. Except for those items listed in preceding Sections 6.a - b, Borrower shall have thirty (30) days after written notice of default from Lender within which to remedy any Event of Default under this Agreement, including but not limited to, those items set forth below as (1) through (3) of this Section 6.c, and provide evidence of that remedy to Lender. If any such default is not cured within that time, Lender may accelerate all Loans and declare the entire unpaid amount of Borrower's Liabilities to be immediately due and payable without further notice to Borrower effective immediately upon expiration of that time, unless Lender shall notify Borrower otherwise in writing.

(1) Failure by Borrower to comply with the provisions of this Agreement or any vehicle lease for vehicles used in Borrower's business or any other written agreement with Lender (or any subsidiary or affiliate including Snap-on Tools Company LLC) or to carry out the terms of this Agreement in good faith; or

(2) Failure of Borrower to observe or to comply with any of the covenants set forth in this Agreement, or

(3) Failure of Borrower to submit when required any reports pertaining to the Franchise.

ii. Notwithstanding the provisions of preceding Section 6.c.i, if the Event of Default consists of Borrower's failure to pay any monies owed to Lender when such monies become due and payable, whether pursuant to this Agreement, any Loan, or otherwise (whether upon maturity, acceleration or otherwise), and Borrower fails to pay such monies within ten (10) days after receiving written notice of default, then, unless Lender shall notify Borrower otherwise in writing, the entire amount of Borrower's Liabilities and all balances due under this Agreement shall be accelerated and shall be immediately due and payable in full without prejudice to any and all other rights and remedies Lender may have under this Agreement or under applicable law.

7. EFFECT OF DEFAULT AND ACCELERATION ON BORROWER'S RIGHTS.

If an Event of Default under this Agreement shall occur, then Lender may, at its option, exercise any one or more of the following rights and remedies:

a. If no Loan has been disbursed, Lender may terminate and cancel this Agreement, or if an additional Loan has not been disbursed, Lender may refuse to disburse the additional Loan amount;

b. Lender may accelerate all Loans and declare the entire unpaid amount of Borrower's Liabilities to be immediately due and payable;

c. Except as may otherwise be required by law, Lender (a) may sell all or any of the Collateral at public or private sale or sales upon such terms and conditions as Lender deems proper (and Lender may purchase any or all of the Collateral at any such sale), and apply the net proceeds of such sale, after deducting all costs, expenses and attorneys' fees incurred at any time in the collection of Borrower's Liabilities and in the protection and sale of the Collateral or Lender's assignee or vendors under any Van Lease Program, first to the payment of Borrower's Liabilities and then to the payment of any other liabilities of Borrower to Lender, and shall return any remaining proceeds to Borrower; provided that Borrower shall remain liable for any Borrower's Liabilities or other amounts remaining unpaid after such application and interest thereon; and (b) may take such other actions as it may deem appropriate or in its interest with respect to the Collateral including, without limitation, (i) transferring the whole or any part of the Collateral into its name or the name of a nominee, (ii) collecting any amounts due on the Collateral directly from the persons obligated thereon, (iii) exercising any voting or other rights with respect to any Collateral consisting of securities, (iv) taking possession and control of the Collateral and any proceeds thereof and (v) suing or making any compromise or settlement with respect to any of the Collateral; and

d. Lender may exercise from time to time any rights and remedies available to it under all applicable laws, including, without limitation, the UCC and the commercial code of any other applicable state. In addition to and not in limitation of all rights of offset that Lender may have under applicable law, Lender shall, upon the occurrence of an Event of Default, have the right to appropriate and apply to the payment of and to set-off against Borrower's Liabilities any and all balances, credits, accounts or money of Borrower then or thereafter received or held by or under the control of Lender. Except as may otherwise be required by law, including with respect to notice of any sale of Collateral, Borrower hereby waives, in connection with this Agreement and Borrower's Liabilities, any right under or benefit of any law (whether or not intended for its advantage or protection) that would restrict or limit the right or ability of Lender to obtain payment of Borrower's Liabilities, including any law that would restrict or limit Lender in the exercise of right to appropriate at any time hereafter any indebtedness owing from Lender to Borrower and any property of Borrower in the possession or control of Lender and apply the same toward or set-off the same against the payment of Borrower's Liabilities. All rights of Lender under this Agreement are cumulative.

8. INDEMNIFICATION BY BORROWER. Borrower shall indemnify and hold Lender, its officers, directors, agents and employees from and against any and all loss, liability or damage (including attorney's fees) arising out of or related to (i) Borrower's violation of applicable law, including, without limitation, any law, regulation or ordinances relating to taxation, employment, the environment or hazardous substances; and (ii) any hazardous substances disposed of or located, released or transported from any property owned, leased or used by Borrower, or (iii) any claim of any of the foregoing.

9. MEDIATION; ARBITRATION; CERTAIN WAIVERS; MISCELLANEOUS.

a. Mediation. Except as otherwise provided in Section 9.e., any controversy or dispute arising out of, or relating to the termination of the Franchise or the termination or nonrenewal of this Agreement including, but not limited to, any claim by Borrower, or any person in privity with or claiming through on behalf of or in the right of Borrower must be submitted to non-binding mediation prior to any matter being submitted to arbitration. This provision applies only to controversies and disputes that are specific to Borrower, or any person in privity with or claiming through on behalf of or in the right of Borrower and not to issues that effect Snap-on franchisees generally. Any such mediation will be held within 30 days after a demand for mediation is made by either party by notice to the other party. The mediation will be conducted in the state in which Borrower resides.

The mediator will be selected by Snap-on Credit or its affiliates and be someone knowledgeable with the Snap-on business. Borrower may be accompanied at the mediation by anyone of Borrower's

choosing. If Borrower elects not to be represented by counsel, Lender will also participate in the mediation without counsel. Lender or Snap-on will pay the costs of the mediator and location at which the mediation takes place.

b. Agreement to Arbitrate. Except as otherwise provided in Section 9.e., any controversy or dispute arising out of, or relating to the Franchise or this Agreement including, but not limited to, any claim by Borrower, or any person in privity with or claiming through, on behalf of or in the right of Borrower, concerning the entry into, performance under, nonrenewal of, or termination of, this Agreement; any claim against a past or present employee, officer, director, agent or affiliate of Lender; any claim of breach of this Agreement or any agreement between the parties or their respective affiliates (whether existing before or after this Agreement); and any claims arising under state or federal laws, including any statutes, rules, or regulations, shall be submitted to final and binding arbitration as the sole and exclusive remedy for any such controversy or dispute. Persons in privity with or claiming through, on behalf of or in the right of Borrower include, but are not limited to, spouses and other family members, heirs, executors, representatives, shareholders, members, successors and assigns. In no event shall persons in privity include other Snap-on franchisees who have signed separate franchise agreements with Snap-on.

As a condition of submitting a controversy or dispute regarding the termination of the Franchise or the termination or nonrenewal of this Agreement to arbitration, the parties must have participated in and failed to resolve the controversy or dispute through mediation, or the party filing the arbitration has made himself available to participate, but the party against whom the arbitration is filed refused to participate or otherwise failed to make himself available to participate in the mediation process within the prescribed time. Unless prohibited by applicable law, any claim shall be made by filing a written demand for arbitration within **one (1) year** following the conduct, act or other event or occurrence first giving rise to the claim; otherwise, the right to any remedy shall be forever barred.

BORROWER AND LENDER ACKNOWLEDGE AND AGREE THAT, BY ENTERING INTO AN ARBITRATION AGREEMENT, THEY ARE WAIVING ANY RIGHT TO A TRIAL BY JURY IN ANY COURT PROCEEDING.

c. Procedures for Arbitration. The right and duty of the parties to this Agreement to resolve any disputes by arbitration shall be governed exclusively by the Federal Arbitration Act, as amended, and arbitration shall take place according to the commercial arbitration rules of the American Arbitration Association in effect as of the date the demand for arbitration is filed. The arbitration shall be held at the office of the American Arbitration Association nearest the Snap-on Regional Sales Office to which Borrower was assigned most recently prior to the demand for arbitration; provided, however, if such office is outside the state in which the Borrower resides, Borrower may cause the arbitration to be held within the Borrower's state of residence at a place mutually convenient to the parties and the arbitrator. The arbitration shall proceed before a single arbitrator. The arbitrator shall be chosen by the striking method from a panel of neutral arbitrators provided by the American Arbitration Association. If the amount claimed by the party filing for arbitration both in the original demand for arbitration and in any amendment is less than Seventy-five Thousand Dollars (\$75,000.00), Lender shall pay the fees and expenses of the arbitrator and filing fees and costs charged by the American Arbitration Association up to a maximum of Seven Thousand Five Hundred Dollars (\$7,500.00). Any amount in excess of Seven Thousand Five Hundred Dollars (\$7,500.00) will be split equally by the parties. If the amount of the claim filed either in the original demand for arbitration or by amendment is for Seventy-five Thousand Dollars (\$75,000.00) or more, the parties agree to split equally the fees and expenses of the arbitrator and the filing fees and costs charged by the American Arbitration Association. Unless otherwise agreed by the parties or ordered by the arbitrator, pre-hearing discovery in any arbitration is limited to the following: (1) production of all documents that will be introduced at the hearing; (2) production of written or recorded statements that a party intends to introduce at the hearing; (3) production of all documents relied upon by experts who will testify at the hearing; (4) production by Borrower of tax returns filed by Borrower for the last three (3) tax years; and (5) not more than two depositions per side.

d. Limitation on Damages, Enforceability. Each party further agrees that, unless such a limitation is prohibited by applicable law, the other party shall not be liable for punitive or exemplary

damages and that the arbitrator shall have no authority to award the same. The award or decision by the arbitrator shall be final and binding on the parties and may be enforced by judgment or order of a court having subject matter jurisdiction in the state where the arbitration took place. The parties consent to the exercise of personal jurisdiction over them by such courts for the purpose of carrying out this provision; and they waive any objections that they would otherwise have to the same. Unless prohibited by applicable law, (i) no arbitration under Section 9 shall include, by consolidation, joinder, class action or in any other manner, any person other than Borrower and Lender and any other person in privity with or claiming through, in the right of or on behalf of Borrower or Lender, unless both Borrower and Lender consent in writing, and (ii) no finding or stipulation of fact in any other arbitration, judicial or similar proceeding shall be given preclusive or collateral estoppel effect in any arbitration hereunder, and no conclusion of law in any other arbitration shall be given any weight in any arbitration hereunder, except to the extent such finding, stipulation or conclusion may have been determined in another proceeding between Borrower and Lender or any person in privity with or claiming through, in the right of or on behalf of Borrower or Lender. The parties agree to arbitrate only controversies and disputes that are specific to Borrower or any person in privity with or claiming through, on behalf of or in the right of, Borrower and not issues that effect borrowers generally as a class action or otherwise. In no event shall the arbitrator have the right, power, jurisdiction or contractual authority to award any damages or relief in excess of or in addition to those damages suffered specifically by the parties to arbitration, individually. In the event any provision in this Section 9, other than the prohibition against consolidation, joinder and class action, is determined to be legally invalid or unenforceable under the law applicable in a particular case, then it is the intention of the parties to this Agreement that such provision be deemed inoperative and stricken from this Agreement, and that the remainder of this Section 9, to the extent not legally invalid or unenforceable under applicable law, be enforced as written and as if the invalid or unenforceable provision or provisions had not been included in this Section 9. If the prohibition against consolidation, joinder and class action is determined to be legally invalid or unenforceable in a particular case, then it is the intent of the parties that the case shall proceed only in any federal court of competent jurisdiction, or in the event there is no jurisdiction in a federal court, then in that situation only, the case shall proceed in a state court of competent jurisdiction.

e. Provisional Remedies. Each party shall have the right to seek from an appropriate court provisional remedies including, but not limited to, temporary restraining orders, preliminary injunctions or replevin orders before, during or after arbitration. Neither party need await the outcome of the arbitration before seeking provisional remedies. Seeking any such remedies shall not be deemed to be a waiver of either party's right to compel arbitration. Any such action shall be brought by Lender or Borrower in the county (or similar political unit) or federal judicial district where Borrower resides, or where any property that may be the subject of the action is located. The parties consent to the exercise of personal jurisdiction over them by courts located there and to the propriety of venue in such courts for the purpose of carrying out this provision; they waive any objections that they would otherwise have to the same; and they waive the right to have any such action decided by a jury.

f. Waiver of Demand, Etc. Borrower hereby waives demand, presentment and protest, and notice of demand, presentment, protest, nonpayment or dishonor, with respect to the Note and Borrower's Liabilities, and with respect to any notes, checks or other negotiable instruments which may be included in the Collateral or held by Lender with respect to which Borrower is an endorser, drawer, surety or other responsible party, and Borrower hereby consents to any and every renewal or extension of time that may be granted with respect to such instruments.

g. Collection Costs. Except as provided under Section 9.c. above Borrower shall pay all reasonable costs of collection of Borrower's Liabilities, all reasonable costs in connection with the use, custody, protection and sale of the Collateral and all reasonable costs paid or incurred in enforcing or preserving any of Lender's rights hereunder or in connection with any transaction or proceeding in which Lender may become concerned or involved by reason of its interest in this Agreement or any of Borrower's Liabilities or any action by Borrower, in each case including reasonable attorneys' fees, all promptly on demand of Lender or other person incurring the same. Borrower shall also pay interest on the foregoing amounts at the highest default rate provided under Section 2.a. Any such costs may be deducted by Lender from any money received under this Agreement or on the Note.

h. No Waiver by Lender. Lender shall not (by act, delay, omission or otherwise) be deemed to have waived any of its rights or remedies hereunder, or provision hereof, unless such waiver is in writing and signed by Lender, and any such waiver shall be effective only to the extent specifically set forth therein; and a waiver by Lender of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to or waiver or any such right or remedy which Lender would otherwise have had on any future occasion.

i. Further Acts. Borrower shall do and perform all further acts and deeds and shall execute and deliver to Lender all instruments, documents, assignments, assurances or other writings that may be necessary or desirable to Lender to carry out the terms and intent of this agreement or effectuate the rights of Lender hereunder.

j. Limitation of Lender's Liability. Borrower agrees that Lender shall not be liable to Borrower for (i) any failure of Lender to protect, enforce or collect in whole or in part any of the Collateral; (ii) Lender's notification to any Obligor of Lender's security interest in the Accounts; (iii) Lender's directing any Obligor to pay any sums owing to Borrower directly to Lender; and (iv) any other act or omission to act on the part of Lender, its officers, agents or employees, except for gross negligence or willful misconduct.

k. Severability. Except as otherwise set forth in Section 9.d., if any provision of this Agreement or the application thereof to any person or circumstance is held invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and the invalid or unenforceable provision of this Agreement shall be severable in any such instance.

l. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Borrower and Lender, provided that this Agreement may not be assigned by Borrower without the prior written consent of Lender.

m. Notices. All notices or other communications hereunder shall be in writing, shall be given either by hand delivery or by certified or registered mail addressed to Borrower or Lender, as the case may be, at the addresses indicated in the first paragraph of this Agreement, to the attention of the person or persons signing below, and shall be deemed given when so delivered or delivery is refused by the addressee. Lender may, at its option, rely upon notice or other communications received from Borrower by facsimile (FAX) communication. Either party to this Agreement may change the name or address to which notices shall be sent to it, by written notice to the other party given in accordance with this Section.

n. Amendments. This Agreement may be amended from time to time by amendments duly executed by Borrower and Lender; provided that any amendment hereto signed by Borrower shall be binding upon Borrower.

o. Multiple Borrowers. If this Agreement (including any counterpart hereof) is signed by more than one Borrower, the liability of each Borrower shall be joint and several, and each reference herein to Borrower shall be deemed to refer to each such Borrower. No release, discharge or modification of the obligations of, or the Collateral provided by, any person liable under this Agreement shall affect the obligations of any other person under this Agreement.

p. Entire Agreement. This Agreement and the Note and the other documents delivered or to be delivered in connection with or pursuant to this Agreement contain all of the agreements of Lender and Borrower with respect to the subject matter hereof.

q. Governing Law. This Agreement shall be construed in accordance with the laws (without regard to the conflicts of laws provisions) of the State Illinois in which the Lender's office is located, except to the extent the Federal Arbitration Act governs in accordance with Section 9.c above.

FOR CALIFORNIA RESIDENTS: This Agreement is made pursuant to Section 22500 of the California Financial Code.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE

LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly signed.

BORROWER

SNAP-ON CREDIT LLC

Send notices to attention of:

(Print Name and Title)

(Title)

APPENDIX I.3.A



CONTINUING UNCONDITIONAL GUARANTEE

(FOR CORPORATE BORROWER or LIMITED LIABILITY COMPANY BORROWER)

FOR VALUE RECEIVED, and to induce Snap-on Credit LLC, (the "Lender") to lease, lend money, extend credit or provide other financial accommodation, or to continue any of the foregoing, to _____, a _____ corporation or limited liability company [strike one] ("Borrower") the stock of which or all of the membership interest in which is owned by the Guarantor or Guarantors, and in consideration thereof, the undersigned Guarantor or Guarantors (hereafter collectively the "Guarantor") hereby unconditionally absolutely guarantees: (A) the full and prompt payment when due (whether at maturity or by declaration, acceleration or otherwise) and at all times thereafter of all indebtedness, obligations and liabilities of every kind and nature whatsoever of Borrower to Lender howsoever created, arising, acquired, held or evidenced, and whether direct or indirect, primary or secondary, absolute or contingent, joint or several, now or hereafter existing, due or to become due; and (B) the full, prompt and faithful performance and discharge by Borrower of each and every term, condition, agreement, representation and warranty on the part of Borrower contained in any agreement (including any amendment, modification or supplement thereof) relating to any loan, credit or other financial accommodation from Lender to Borrower (all such obligations referred to in (A) and (B) above being hereinafter collectively referred to as the "Liabilities"). The Guarantor further agrees to pay to Lender, upon demand, all costs and expenses, including attorneys' fees, paid or incurred by Lender in collecting or obtaining payment or performance of any Liabilities or in enforcing Lender's rights under or with respect to any agreement or collateral or other security in connection with any Liabilities, or in enforcing this Continuing Unconditional Guarantee (this "Guarantee").

In the event that Borrower fails to pay, perform or discharge the Liabilities when such Liabilities become due and payable (whether by default, acceleration or otherwise), or in the event of the death, incompetency, dissolution, insolvency or bankruptcy of Borrower or the Guarantor or the inability of Borrower to pay its debts as they mature, or in the event of an assignment by Borrower for the benefit of creditors, or the institution of any proceeding by or against Borrower alleging that Borrower is insolvent or unable to pay its debts as they mature, and if such event shall occur at a time when any of the Liabilities may not then be due and payable, the Guarantor agrees to pay to Lender, immediately upon demand, the full amount which would be payable hereunder by the Guarantor if all of the Liabilities were then due and payable and to otherwise perform and discharge such Liabilities.

This Guarantee shall be a continuing, absolute and unconditional guarantee, and shall remain in full force and effect until written notice of its discontinuance shall be actually received by Lender, and also until any and all of said Liabilities created before receiving such notice of discontinuance shall be fully paid, performed or discharged. The death of the Guarantor shall not terminate this Guarantee until written notice of such death shall have been actually received by Lender, and also until all of said Liabilities created before receiving such notice shall be fully paid, performed or discharged.

The liability of the Guarantor under this Guarantee shall not be affected, impaired, reduced, released, limited or modified by any of the following (any or all of which may be done or omitted by Lender in its sole discretion and without notice): (a) any act or failure to act by Lender with respect to Borrower, the Liabilities or any collateral or security therefore; (b) any sale, pledge, surrender, compromise, release, renewal, extension, indulgence, alteration, disposition, exchange, change or

modification in or of any of the Liabilities (including, without limitation, any renewal note), any collateral or security for the Liabilities or any agreement or instrument relating to the Liabilities; (c) the acceptance, rejection or release by Lender of any collateral or security for, any obligor with respect to, or any other guarantee of, any of the Liabilities; (d) any failure, neglect or omission by Lender to realize upon any of the Liabilities or upon any collateral or security therefore (including any failure to protect or insure or to perfect any lien on any such collateral or security); (e) the invalidity or unenforceability of or any irregularity with respect to any Liability; (f) the bankruptcy or insolvency of Borrower or the application to Borrower or its estate of any provision of the United States Bankruptcy Code or any other bankruptcy or insolvency law; (g) the extension of additional loans, credits or other financial accommodations made to Borrower without notice to or approval of the Guarantor; (h) any change in Borrower's name or any merger, acquisition or consolidation involving Borrower; or (i) any other act or failure to act of any kind by Lender, other than the execution and delivery by Lender to the Guarantor of a written document clearly and expressly amending, releasing or canceling this Guarantee.

The Guarantor hereby waives: (a) notice of the acceptance of this Guarantee; (b) notice of the existence, creation, extension or modification of any of the Liabilities, any collateral or other security therefore or any agreement relating thereto; (c) demand, presentment, protest and notice of demand, presentment, protest, nonpayment, dishonor or default, and all other notices whatsoever; and (d) all diligence in collection or protection of or realization upon any Liabilities, any obligation of the Guarantor hereunder or any collateral or other security for any of the foregoing.

This Guarantee is a guaranty of payment and not of collection. There shall be no conditions to the obligation of the Guarantor to pay, perform and discharge any Liabilities upon failure by Borrower to pay, perform or discharge such Liabilities when due (whether at maturity or by declaration, acceleration or otherwise), and Lender shall be under no obligation to seek to obtain payment, performance or discharge from Borrower or any other person or entity or to resort to or seek to realize upon any collateral or any other security or property whatsoever prior to obtaining payment, performance or discharge by the Guarantor on this Guarantee. Lender shall have the exclusive right to determine how, when and what application shall be made of any payments and credits on the Liabilities or under this Guarantee.

Until all of the Liabilities are fully paid, performed and discharged, the Guarantor hereby:

- (a) assigns to Lender as security for the Guarantor's obligations under this Guarantee, and subordinates to the Liabilities, any liabilities, indebtedness and obligations of Borrower held by or owed to the Guarantor, including any collateral or other security therefore,
- (b) assigns to Lender, and agrees that Lender shall have, a security interest in the following business property, assets, rights and interests of Borrower or Guarantor (as applicable), whether now owned or existing or hereafter acquired or arising:
 - (1) Any collateral, including, but not limited to, any goods, equipment, chattel paper, accounts, general intangibles, or any other assets it may now own or hereafter acquire which may constitute Collateral (as such term is defined in (b) (1) through (6), infra), or proceeds of Collateral of Borrower or Guarantor (as applicable) for any amounts owed to Lender by Borrower,
 - (2) All of Borrower's or Guarantor's (as applicable) Accounts (the term "Accounts" as used herein includes, without limitation, all of Guarantor's accounts receivable arising out of the sale or lease of Inventory or other goods or out of the rendering of services), whether or not specifically assigned to Lender;

- (3) All of Borrower's or Guarantor's (as applicable) Inventory (the term "Inventory" as used herein includes, without limitation, all of Borrower's or Guarantor's goods held for sale or lease or being processed for sale or lease, including all materials, work-in-process, finished goods, supplies and other goods customarily classified as inventory), including Inventory at any time in the possession of any bailee;
- (4) All of Borrower's or Guarantor's (as applicable) business equipment (the "Equipment");
- (5) All of Borrower's or Guarantor's (as applicable) goods, vehicles, (including Borrower's or Guarantor's van or truck) furnishings and fixtures wherever located but only to the extent that such items are used primarily in connection with Borrower's or Guarantor's (as applicable) Snap-on Business;
- (6) All of Borrower's or Guarantor's (as applicable) cash, negotiable instruments, documents of title, warehouse receipts, chattel paper, general intangibles, securities, leases, contract rights, certificates of deposit, deposit accounts, cash equivalents, interest or dividends on any of the foregoing, insurance claims, patents, trademarks, good will and other property of any kind or description, wherever now or hereafter located, but only to the extent that such items are used primarily in connection with Borrower's or Guarantor's (as applicable) Snap-on Business; and

Without limiting the foregoing, all substitutions, renewals, improvements and replacements of, and additions and accessions to, the foregoing, and all products and proceeds of the foregoing, including, without limitation, all of the proceeds in any form of Borrower's or Guarantor's (as applicable) Accounts and Inventory, whether specifically assigned to Lender or not. Notwithstanding the foregoing, if Guarantor is an individual, Guarantor's residence, personal, family or household goods and assets not related to or used primarily in connection with Borrower's or Guarantor's (as applicable) Snap-on Business are specifically excluded from the definition of "Collateral." The terms used herein to identify the Collateral shall have the respective meanings assigned to such terms as of the date hereof in the Uniform Commercial Code, as amended, in effect in the state listed in the introductory paragraph as Borrower's address (the "UCC"). The security interest granted hereby shall continue to attach to the Collateral notwithstanding any sale, exchange or other disposition of the Collateral by Borrower or Guarantor (as applicable), except for Inventory sold in the ordinary course of business. The security interest herein granted is to secure the payment of all of Guarantor's obligations to guarantee payment and/or performance to Lender of all of the Liabilities; all costs and expenses, including attorneys' fees, paid or incurred by Lender in collecting or obtaining payment or performance of any Liabilities or in enforcing Lender's rights under or with respect to any agreement or collateral or other security in connection with any Liabilities, or in enforcing this Guarantee and the performance of all of Guarantor's obligations to Lender hereunder; and any and all other obligations of Borrower or Guarantor to Lender of every kind and description, direct or indirect, absolute or contingent, due or about to become due, now existing or hereafter arising.

- (c) waives any rights that the Guarantor may have against Borrower or with respect to the Liabilities or any collateral or other security therefore by reason of any one or more payments or acts in compliance with the obligations of the Guarantor under this Guarantee.

Lender may, without notice, sell, assign or transfer all or any of the Liabilities and, in such event, each and every immediate and successive assignee, transferee or holder of, or any participant in, any of the Liabilities shall have the rights, powers and benefits granted to Lender in this Guarantee, including the right to enforce this Guarantee by suit or otherwise.

In the event that a claim (a "repayment claim") shall be made upon Lender at any time for repayment of any amount received by Lender in payment of any of the Liabilities, whether received from Borrower or the Guarantor, or received as the proceeds of collateral, or otherwise,

by reason of: (a) any judgment, decree or order of any court or administrative body having jurisdiction over Lender or any of its property; or (b) any settlement or compromise of any such repayment claim effected by Lender with the claimant (including Borrower), the Guarantor shall remain liable to Lender for any amount repaid pursuant thereto to the same extent as if such amount had never originally been received by Lender, notwithstanding any termination hereof or the cancellation of any note or other instrument evidencing any of the Liabilities.

Except as otherwise provided below, any controversy or dispute arising out of, or relating to this Guarantee including, but not limited to, any claim by Guarantor, or any person in privity with or claiming through, on behalf of or in the right of Guarantor, concerning the entry into, performance under, or termination of, this Guarantee; any claim against a past or present employee, officer, director, agent or affiliate of Lender; any claim of breach of this Guarantee or any agreement between the parties or their respective affiliates (whether existing before or after this Guarantee); and any claims arising under state or federal laws, including any statutes, rules, or regulations, shall be submitted to final and binding arbitration as the sole and exclusive remedy for any such controversy or dispute. Unless prohibited by applicable law, any claim shall be made by filing a written demand for arbitration within one (1) year following the conduct, act or other event or occurrence first giving rise to the claim; otherwise, the right to any remedy shall be forever barred. Persons in privity with or claiming through, on behalf of or in the right of Guarantor include, but are not limited to, spouses and other family members, heirs, executors, representatives, successors and assigns. GUARANTOR AND LENDER ACKNOWLEDGE AND AGREE THAT, BY ENTERING INTO AN ARBITRATION AGREEMENT, THEY ARE WAIVING ANY RIGHT TO A TRIAL BY JURY IN ANY COURT PROCEEDING.

The right and duty of the parties to this Guarantee to resolve any disputes by arbitration shall be governed exclusively by the Federal Arbitration Act, as amended, and arbitration shall take place according to the commercial arbitration rules of the American Arbitration Association in effect as of the date the demand for arbitration is filed. The arbitration shall be held at the office of the American Arbitration Association nearest the Snap-on Regional Sales Office to which Guarantor was assigned most recently prior to the demand for arbitration; provided, however, if such office is outside the state in which the Guarantor resides, Guarantor may cause the arbitration to be held within the Guarantor's state of residence at a place mutually convenient to the parties and the arbitrator. The arbitration shall proceed before a single arbitrator. The arbitrator shall be chosen by the striking method from a panel of neutral arbitrators provided by the American Arbitration Association. If the amount claimed by the party filing for arbitration both in the original demand for arbitration and in any amendment is less than Seventy-five Thousand Dollars (\$75,000.00), Lender shall pay the fees and expenses of the arbitrator and the filing fees and costs charged by the American Arbitration Association up to a maximum of Seven Thousand Five Hundred Dollars (\$7,500.00). Any amount in excess of Seven Thousand Five Hundred Dollars (\$7,500.00) will be split equally by the parties. If the amount of the claim filed either in the original demand for arbitration or by amendment is for Seventy-five Thousand Dollars (\$75,000.00) or more, the parties agree to split equally the fees and expenses of the arbitrator and the filing fees and costs charged by the American Arbitration Association. Unless otherwise agreed by the parties or ordered by the arbitrator, pre-hearing discovery in any arbitration is limited to the following: (1) production of all documents that will be introduced at the hearing; (2) production of written or recorded statements that a party intends to introduce at the hearing; (3) production of all documents relied upon by experts who will testify at the hearing; (4) production by Guarantor of Guarantor's filed tax returns for the last three (3) tax years; and (5) not more than two depositions per side.

Each party further agrees that, unless such a limitation is prohibited by applicable law, the other party shall not be liable for punitive or exemplary damages and that the arbitrator shall have no

authority to award the same. The award or decision by the arbitrator shall be final and binding on the parties and may be enforced by judgment or order of a court having subject matter jurisdiction in the state where the arbitration took place. The parties consent to the exercise of personal jurisdiction over them by such courts for the purpose of carrying out this provision; and they waive any objections that they would otherwise have to the same. Unless prohibited by applicable law, (i) no arbitration under this Guarantee shall include, by consolidation, joinder, class action or in any other manner, any person other than Guarantor and Lender and any other person in privity with or claiming through, in the right of or on behalf of Guarantor or Lender, unless both Guarantor and Lender consent in writing, and (ii) no finding or stipulation of fact in any other arbitration, judicial or similar proceeding shall be given preclusive or collateral estoppel effect in any arbitration hereunder, and no conclusion of law in any other arbitration shall be given any weight in any arbitration hereunder, except to the extent such finding, stipulation or conclusion may have been determined in another proceeding between Guarantor and Lender or any person in privity with or claiming through, in the right of or on behalf of Guarantor or Lender. In the event any provision in this Guarantee, other than the prohibition against consolidation, joinder and class action, is determined to be legally invalid or unenforceable under the law applicable in a particular case, then it is the intention of the parties to this Guarantee that such provision be deemed inoperative and stricken from this Guarantee, and that the remainder of this Guarantee, to the extent not legally invalid or unenforceable under applicable law, be enforced as written and as if the invalid or unenforceable provision or provisions had not been included in this Guarantee. If the prohibition against consolidation, joinder and class action is determined to be legally invalid or unenforceable in a particular case, then it is the intent of the parties that the case shall proceed only in any federal court of competent jurisdiction, or in the event there is no jurisdiction in a federal court, then in that situation only, the case shall proceed in a state court of competent jurisdiction.

Each party shall have the right to seek from an appropriate court provisional remedies including, but not limited to, temporary restraining orders, preliminary injunctions or replevins before, during or after arbitration. Neither party need await the outcome of the arbitration before seeking provisional remedies. Seeking any such remedies shall not be deemed to be a waiver of either party's right to compel arbitration. Any such action shall be brought by Lender or Guarantor in the county (or similar political unit) or federal judicial district where Guarantor resides, or where any property that may be the subject of the action is located. The parties consent to the exercise of personal jurisdiction over them by courts located there and to the propriety of venue in such courts for the purpose of carrying out this provision; they waive any objections that they would otherwise have to the same; and they waive the right to have any such action decided by a jury.

This Guarantee shall be deemed to have been delivered and made and shall be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws (without regard to the conflicts of laws provisions) of the State of Illinois in which the Lender's office is located, except to the extent the Federal Arbitration Act governs the provisions of any arbitration agreement herein. Whenever possible, except as otherwise provided above, each provision of this Guarantee shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Guarantee shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Guarantee. This Guarantee shall be binding upon the Guarantor and upon the heirs, legal representatives and successors of the Guarantor, and shall inure to the benefit of Lender, its legal representatives, successors and assigns.

If this Guarantee (including any counterpart hereof) is signed by more than one Guarantor, the liability of each Guarantor shall be joint and several, and each reference herein to the Guarantor shall be deemed to refer to each such Guarantor. In furtherance and not in limitation of the rights and remedies of Lender hereunder or at law, Lender may proceed under this Guarantee against any or all Guarantors in its absolute and sole discretion for any Liabilities or other obligations of Borrower arising hereunder. No release, discharge or modification of the obligations of, or the collateral provided by, any party liable on this Guarantee shall affect the obligations of any other party on this Guarantee.

IN WITNESS WHEREOF, the undersigned has caused this Guarantee to be executed delivered and dated _____.

(Individual Signature of Guarantor)
Printed Name: _____, an individual

APPENDIX I.4



PROMISSORY NOTE

For value received, the undersigned ("Borrower") hereby promises to pay to the order of Snap-on Credit LLC ("Lender") the principal sum of \$_____, together with interest thereon at the rate of ____% per annum (calculated on the basis of a 365-day year), with interest accrual beginning on the date Lender advances funds hereunder. Principal and interest shall be payable in _____ weekly installments consisting of principal and interest of \$_____, commencing on the first Monday following the passing of ninety (90) calendar days from the date Lender advances funds hereunder (the "Payment Start Date"). Borrower will continue to make installment payments on the first business day of each successive week thereafter. The last installment shall be an amount equal to any remaining unpaid balance, together with all accrued and unpaid interest and any and all other sums due hereunder (if not sooner due or paid), shall be immediately due and payable in full on the first Monday occurring _____ weeks after the Payment Start Date (the "Final Payment Date").

Following the advancement of funds by Lender, Lender shall issue a Final Repayment Confirmation (a "Final Confirmation") specifying (1) the date the funds were advanced, (2) the principal balance of this Note, (3) the Payment Start Date, and (4) the Final Payment Date.

After the occurrence of an Event of Default and for so long as such Event of Default continues, Borrower promises to pay Lender interest on the unpaid principal amount hereof and on all other Borrower's Liabilities at a rate per annum that is equal to the interest rate specified above plus four percent (4%); provided, however, such rate shall not exceed the highest rate permitted by applicable law.

This Note is issued pursuant to, secured by and is subject to all of the terms and provisions of, the Loan and Security Agreement dated as of MM/DD/YYYY between Borrower and Lender, as such Loan and Security Agreement may be amended from time to time (the "Loan and Security Agreement"), the terms and provisions of which are hereby incorporated by reference.

A mandatory acceleration and/or prepayment may be required in accordance with the terms of the Loan and Security Agreement. For a statement of the terms and conditions under which the maturity of this Note may be accelerated, reference is made to the Loan and Security Agreement. Capitalized terms used herein and not otherwise defined herein are used with the meanings attributed to them in the Loan and Security Agreement.

Unless otherwise prohibited by law or as permitted hereunder, Borrower shall be subject to a prepayment premium if Borrower elects to prepay this Note in full. Such prepayment premium shall be equal to _____% of the total outstanding balance due including accrued but unpaid interest if Borrower elects to prepay this Note. Except as required under the LOAN AND SECURITY AGREEMENT and partial prepayments of not more than one additional regular weekly payment per week, no partial prepayments shall be permitted or accepted. Notwithstanding the foregoing, there shall be no prepayment premium in the event the Borrower's Snap-on Business or any additional van is terminated, unless termination of the Snap-on Business or additional van occurs due to Borrower relocating and entering into another Snap-on franchise or additional van.

In no event shall the aforementioned prepayment premium exceed the highest amount allowable under applicable law. Such prepayment premium represents the costs of prepayment incurred by Lender.

Borrower represents, warrants and covenants that (a) this Note evidences a Loan for business and commercial purposes; (b) the proceeds of the Loan evidenced by this Note have not and will not be used for personal, family or household purposes; (c) neither this Note nor any other Borrower's Liabilities violates the provisions of the usury laws or any other applicable laws governing interest rates of any state having jurisdiction over this Note, Borrower's Liabilities or the Loan and Security Agreement; (d) neither this Note nor any other Borrower's Liabilities is subject to Regulation Z of the Board of Governors of the Federal Reserve System.

Borrower hereby waives demand, presentment, protest, and notice of demand, nonpayment or dishonor with respect to this Note. Borrower agrees to pay all reasonable costs of collection of this Note and any other Borrower's Liabilities, all reasonable costs in connection with the use, custody, protection and sale of the Collateral and all reasonable costs paid or incurred in enforcing or preserving any of Lender's rights hereunder or in connection with any transaction or proceeding in which Lender may become concerned or involved by reason of its interest in this Note or any other Borrower's Liabilities or any action by Borrower, in each case including reasonable attorneys' fees and costs, all promptly on demand of Lender or other person incurring the same. Lender shall not (by act, delay, omission or otherwise) be deemed to have waived any of its rights or remedies hereunder, or any provision hereof, unless such waiver is in writing signed by Lender, and any such waiver shall be effective only to the extent specifically set forth therein; and a waiver by Lender of any right or remedy under this Note on any one occasion shall not be construed as a bar to or waiver of any such right or remedy which Lender would otherwise have had on any future occasion.

All payments under this Note shall be made in immediately available funds by Borrower to Lender at Lender's offices at 950 Technology Way, Suite 301, Libertyville, Illinois, 60048 ("Lender's Principal Office") or at such other location as Lender may designate. Whenever any payment to be made hereunder shall be stated to be due on a date other than a business day, such payment shall be made on the next succeeding business day, and such extension of time shall be included in the computation of interest or any fees. As used herein, "business day" means any day on which Lender is open for business at Lender's Principal Office.

This Note shall be deemed to have been delivered and made at Libertyville, Illinois and shall be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws (without regard to the conflicts of laws provisions) of the State of Illinois. Whenever possible each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note. Whenever in this Note reference is made to Lender or Borrower, such reference shall be deemed to include, as applicable and to the extent permitted by the Loan and Security Agreement, a reference to their respective successors and assigns, and the provisions of this Note shall be binding upon and shall inure to the benefit of such successors and assigns, including, without limitation, a receiver, trustee or debtor in possession of or for Borrower.

Lender may at any time transfer this Note and Lender's rights in any or all of the Collateral. Any transfer by Lender of its rights in any Collateral shall relieve Lender from all liability with respect to such Collateral.

BORROWER

Date:

APPENDIX 1.4.A



PROMISSORY NOTE

For value received, the undersigned ("Borrower") hereby promises to pay to the order of Snap-on Credit LLC ("Lender") the principal sum of \$«APP CON AMT FINANCED 111», together with interest thereon at the rate of «APP CON RATE 100»% per annum (calculated on the basis of a 365-day year), with interest accrual beginning on the date Lender advances funds hereunder. Principal and interest shall be payable in «APP CON TERM 100» weekly installments consisting of principal and interest of \$«APP CON PMT AMT 100», commencing on the first Monday after Lender advances funds hereunder (the "Payment Start Date"). Borrower will continue to make installment payments on the first business day of each successive week thereafter. The last installment shall be an amount equal to any remaining unpaid balance, together with all accrued and unpaid interest and any and all other sums due hereunder (if not sooner due or paid), shall be immediately due and payable in full on the first Monday occurring «APP CON MATURITY DT 100» weeks after the Payment Start Date (the "Final Payment Date").

Following the advancement of funds by Lender, Lender shall issue a Final Repayment Confirmation (a "Final Confirmation") specifying (1) the date the funds were advanced, (2) the principal balance of this Note, (3) the Payment Start Date, and (4) the Final Payment Date.

After the occurrence of an Event of Default and for so long as such Event of Default continues, Borrower promises to pay Lender interest on the unpaid principal amount hereof and on all other Borrower's Liabilities at a rate per annum that is equal to the interest rate specified above plus four percent (4%); provided, however, such rate shall not exceed the highest rate permitted by applicable law.

This Note is issued pursuant to, secured by and is subject to all of the terms and provisions of, the Loan and Security Agreement dated as of «LS AGRMNT SIGN DATE» between Borrower and Lender, as such Loan and Security Agreement may be amended from time to time (the "Loan and Security Agreement"), the terms and provisions of which are hereby incorporated by reference.

A mandatory acceleration and/or prepayment may be required in accordance with the terms of the Loan and Security Agreement. For a statement of the terms and conditions under which the maturity of this Note may be accelerated, reference is made to the Loan and Security Agreement. Capitalized terms used herein and not otherwise defined herein are used with the meanings attributed to them in the Loan and Security Agreement.

Unless otherwise prohibited by law or as permitted hereunder, Borrower shall be subject to a prepayment premium if Borrower elects to prepay this Note in full. Such prepayment premium shall be equal to «PPFEE PERCENT» of the total outstanding balance due including accrued but unpaid interest if Borrower elects to prepay this Note. Except as required under the LOAN AND SECURITY AGREEMENT and partial prepayments of not more than one additional regular weekly payment per week, no partial prepayments shall be permitted or accepted. Notwithstanding the foregoing, there shall be no prepayment premium in the event the Borrower's Snap-on Business or any additional van is terminated, unless termination of the Snap-on Business or additional van occurs due to Borrower relocating and entering into another Snap-on franchise or additional van.

In no event shall the aforementioned prepayment premium exceed the highest amount allowable under applicable law. Such prepayment premium represents the costs of prepayment incurred by Lender.

Borrower represents, warrants and covenants that (a) this Note evidences a Loan for business and commercial purposes; (b) the proceeds of the Loan evidenced by this Note have not and will not be used for personal, family or household purposes; (c) neither this Note nor any other Borrower's Liabilities violates the provisions of the usury laws or any other applicable laws governing interest rates of any state having jurisdiction over this Note, Borrower's Liabilities or the Loan and Security Agreement; (d) neither this Note nor any other Borrower's Liabilities is subject to Regulation Z of the Board of Governors of the Federal Reserve System.

Borrower hereby waives demand, presentment, protest, and notice of demand, nonpayment or dishonor with respect to this Note. Borrower agrees to pay all reasonable costs of collection of this Note and any other Borrower's Liabilities, all reasonable costs in connection with the use, custody, protection and sale of the Collateral and all reasonable costs paid or incurred in enforcing or preserving any of Lender's rights hereunder or in connection with any transaction or proceeding in which Lender may become concerned or involved by reason of its interest in this Note or any other Borrower's Liabilities or any action by Borrower, in each case including reasonable attorneys' fees and costs, all promptly on demand of Lender or other person incurring the same. Lender shall not (by act, delay, omission or otherwise) be deemed to have waived any of its rights or remedies hereunder, or any provision hereof, unless such waiver is in writing signed by Lender, and any such waiver shall be effective only to the extent specifically set forth therein; and a waiver by Lender of any right or remedy under this Note on any one occasion shall not be construed as a bar to or waiver of any such right or remedy which Lender would otherwise have had on any future occasion.

All payments under this Note shall be made in immediately available funds by Borrower to Lender at Lender's offices at 950 Technology Way, Suite 301, Libertyville, Illinois, 60048 ("Lender's Principal Office") or at such other location as Lender may designate. Whenever any payment to be made hereunder shall be stated to be due on a date other than a business day, such payment shall be made on the next succeeding business day, and such extension of time shall be included in the computation of interest or any fees. As used herein, "business day" means any day on which Lender is open for business at Lender's Principal Office.

This Note shall be deemed to have been delivered and made at Libertyville, Illinois and shall be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws (without regard to the conflicts of laws provisions) of the State of Illinois. Whenever possible each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note. Whenever in this Note reference is made to Lender or Borrower, such reference shall be deemed to include, as applicable and to the extent permitted by the Loan and Security Agreement, a reference to their respective successors and assigns, and the provisions of this Note shall be binding upon and shall inure to the benefit of such successors and assigns, including, without limitation, a receiver, trustee or debtor in possession of or for Borrower.

Lender may at any time transfer this Note and Lender's rights in any or all of the Collateral. Any transfer by Lender of its rights in any Collateral shall relieve Lender from all liability with respect to such Collateral.

BORROWER

«APL_NAME»

DATE: «SIGN DATE»

APPENDIX I.5.A



DSS ONLINE SOFTWARE ORDER FORM

FRANCHISEE: FRANCHISE/CONVERTED/INDEPENDENT/ADDITIONAL VAN/ADDITIONAL FRANCHISE EMPLOYEE
 PLEASE COMPLETE THE FORM USING ALL CAPITAL LETTERS OR TYPE THE FORM

FRANCHISEE (DEALER) INFORMATION (Please Print)

DBA	«CORPNAME»		
FRANCHISEE (Dealer)	«FULLNAME»		
EMPLOYEE NAME	«EMPLOYEEFULLNAME»		
MAILING ADDRESS	«HOMEADDRESSLINE1»		
CITY	«HOMECITY»		
STATE	«HOMESTATEPROVINCEFULL»	ZIP CODE	«HomeZipPostalCode»
DEALER NUMBER	«DEALERNUMBER»		
HOME PHONE	«PHONENUMBER»		
CELL PHONE	«PHONENUMBER»		
FRANCHISEE TYPE	<input type="checkbox"/> Franchise <input type="checkbox"/> Converted <input type="checkbox"/> Independent <input type="checkbox"/> Additional Van <input type="checkbox"/> Additional Franchise		
New Franchisee	<input type="checkbox"/>		
Conversion	<input type="checkbox"/> Converting From <input type="checkbox"/> GFS <input type="checkbox"/> FMS <input type="checkbox"/> SRS <input type="checkbox"/> MFS <input type="checkbox"/> CSS		
IMPORTANT: Old License MUST be terminated with Hatala Systems Group prior to ordering new software			
Franchise Employee Name Change	<input type="checkbox"/>	Termed Employee Name:	Old D#:

REGION INFORMATION (Please Print)

REGION NAME	«REGION»
BUSINESS MANAGER	«BUSINESSMANAGERFULLNAME»

SHIPPING INFORMATION (Please Print)

SHIP TO NAME	«FULLNAME»		
STREET ADDRESS (DO NOT ENTER P.O. BOX)	«HOMEADDRESSLINE1»		
CITY	«HOMECITY»		
STATE	«HOMESTATEPROVINCEFULL»	ZIP CODE	«HomeZipPostalCode»

PRODUCT CHARGES

DSS ONLINE SOFTWARE	Shipped on CD-ROM (Price includes shipping and OnLine user manual on the CD-ROM)	ENTER AMOUNT:
(Select One)	New License	\$770.00
	Franchise Employee Name Change (Provide Information Above)	\$195.00
	Re-activation – Never left Snap-on (Provide Information Above)	\$140.00
SALES TAX	ALL STATES EXCEPT AK, DE, MT, NH, OR	\$
Total Amount		\$

STATEMENT OF AGREEMENT

I have read and do understand the DSS OnLine Limited Software License Agreement that accompanies this order form. I agree to be bound by the terms and conditions of the DSS OnLine Limited Software License Agreement which is hereby incorporated by reference. I understand and acknowledge that all payments made hereunder are non-refundable for the license issued pursuant to the DSS OnLine Limited Software License Agreement.

ACCEPTANCE SIGNATURE OF FRANCHISEE (Dealer)	Date: _____
ACCEPTANCE SIGNATURE OF EMPLOYEE	Date: _____

FOR OFFICE USE ONLY:

Date	Branch # (Region)	Package #	Key #	Mailbox #
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FAX TO: Snap-on Corp. IT @ 815.479.6897
 OR EMAIL TO: POSform@snapon.com

DSS ONLINE LIMITED SOFTWARE LICENSE AND MAINTENANCE AGREEMENT

THIS DOCUMENT IS A LEGAL AGREEMENT BETWEEN YOU, THE LICENSEE, AND SNAP-ON TOOLS COMPANY LLC. LICENSEE MEANS A SNAP-ON FRANCHISEE OR INDEPENDENT DEALER. BY USING THIS PROGRAM, YOU ARE AGREEING TO BECOME BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, PROMPTLY RETURN THE SEALED PACKAGE AND THE OTHER ITEMS THAT ARE PART OF THIS PRODUCT IN THEIR ORIGINAL PACKAGE TO SNAP-ON TOOLS COMPANY LLC FOR A FULL REFUND.

LIMITED LICENSE

In accord with the terms of this Agreement, SNAP-ON TOOLS COMPANY LLC ("SNAP-ON") grants to Licensee a nonexclusive limited license to use the DEALER SALES SYSTEM ONLINE ("DSS ONLINE"), a computer program in machine readable form, and related user manuals, (hereinafter collectively referred to as "the Software"). It is for use on an Intel® Pentium-based compatible computer using the current minimum system configuration recommended by the Snap-on Program from time to time.

TERMS AND MAINTENANCE

This Agreement shall be effective on the date it is accepted by SNAP-ON (the "Effective Date") and shall remain in force for the term of Licensee's business as a SNAP-ON TOOLS COMPANY LLC Franchisee or Independent Dealer, unless either party has provided the other with at least sixty (60) days prior written notice of termination.

For so long as Licensee is current in the payment of all Maintenance Fees (described below), Licensee shall be entitled to Maintenance and Support only as specified in this Section. Hatala Systems Group, Inc. ("Hatala"), or such other party as SNAP-ON may designate from time to time, shall provide such Maintenance and Support on behalf of SNAP-ON during the term hereof. All references to Hatala herein shall include any such other designated party, which shall be so designated by SNAP-ON in the event Hatala is unable to provide the Maintenance and Support as required hereunder.

Maintenance and Support means: (a) up to two updates of the Software annually with such documentation as SNAP-ON in its discretion deems is appropriate; (b) telephone assistance from Hatala with respect to the Software, namely (i) clarification of functions and features of the Software; (ii) clarification of documentation pertaining to the Software; (iii) guidance in the operation of the Software; and (iv) error verification, analysis and correction to the extent reasonably possible by telephone; (c) product file maintenance via the communications features of the Software; and (d) CD/DVDs containing periodic master list price updates, as announced by SNAP-ON. Hatala's standard hours of service are

Monday through Friday, 7:00 a.m. to 11:00 p.m., CST time, except for holidays as observed by Hatala. Hatala's standard hours of service are subject to change at any time without notice. Maintenance and Support will be provided only with respect to versions of the Software in accordance with SNAP-ON policy in its discretion. It is agreed that SNAP-ON may charge a reasonable service fee in addition to the Maintenance Fee for any enhancements of the Software other than the two updates provided pursuant to this Agreement.

ELIGIBILITY OF SOFTWARE

Maintenance and Support shall not include services requested as a result of, or with respect to the following, and any services requested as a result thereof shall be billed to Licensee at Hatala's then current rates:

- (a) accident; unusual physical, electrical, or electro-magnetic stress; neglect; failure of electric power, air conditioning, or humidity control; failure of rotation media not furnished by Hatala; operation of the Software with other media or equipment not meeting or not maintained in accordance with the manufacturer's specifications; or causes other than ordinary use;
- (b) improper installation by Licensee or use of the Software that deviates from any operating procedures established by SNAP-ON or Hatala in the applicable documentation;
- (c) modification and/or extension or attempted modification and/or extension of the Software undertaken by persons not authorized by SNAP-ON; or
- (d) programs made by Licensee.
- (e) replacement software is available at additional cost.

Licensee understands and acknowledges that SNAP-ON's obligations with respect to any maintenance and support are only as set forth in this Agreement.

USE OF SOFTWARE

Licensee agrees to use the Software only in conjunction with the SNAP-ON business and in conformity with operating instructions provided by SNAP-ON. **The rights and license granted Licensee hereunder to hold and use the Software are restricted solely and exclusively to the Licensee and may not be assigned, subleased, sublicensed, sold, offered for sale, disposed of, encumbered or mortgaged.**

RESPONSIBILITIES OF LICENSEE

SNAP-ON's provision of Maintenance and Support to Licensee is subject to the following:

- (a) Licensee shall provide SNAP-ON and Hatala with access to Licensee's personnel and equipment during normal

DSS ONLINE LIMITED SOFTWARE LICENSE AND MAINTENANCE AGREEMENT

business hours. This access shall include the ability to dial-in to the equipment on which the Software is operating and to obtain the same access to the Equipment as those of Licensee's employees having the highest privilege or clearance level. SNAP-ON or Hatala will inform Licensee of the specifications of the modem equipment needed, and Licensee shall be responsible for the costs and use of such equipment.

(b) Licensee shall provide appropriate supervision, control and management of the use of the Software. In addition, Licensee shall implement appropriate procedures for the protection of information and the implementation of backup facilities in the event of errors or malfunction of the Software or Equipment.

(c) Licensee shall document and promptly report all errors or malfunctions of the Software to Hatala. Licensee shall take all steps necessary to carry out procedures for the rectification of errors or malfunctions within a reasonable time after such procedures have been received from Hatala.

(d) Licensee shall maintain a current backup copy of all programs and data.

MAINTENANCE FEE

The Maintenance Fee shall be \$26.00 per month. The Maintenance Fee shall be billed to Licensee and is due and payable in accordance with the terms of Licensee's SNAP-ON invoice. The Maintenance Fee may be modified by SNAP-ON by written notice to Licensee.

TAXES AND DUTIES

There shall be added to any charges under this Agreement, any sales or use tax imposed by any governmental agency with respect to the services rendered by SNAP-ON or the Software use itself.

TITLE

Title to the Software will remain in Hatala, as licensed to SNAP-ON. Licensee shall keep the Software free and clear of all claims, liens or encumbrances, and any act of Licensee purporting to create claim, lien or encumbrances on the Software shall be void. Licensee acknowledges that this is a single computer license and that Licensee may make only one copy each of any computer tapes, disks, or other material provided by SNAP-ON as back-up copies of such materials. Licensee agrees not to make any other copies or partial copies, of any computer tapes, disks, or other material provided by SNAP-ON, and Licensee acknowledges that the Software is proprietary and confidential information, as between the parties. Any unauthorized use of the Software shall be considered by SNAP-ON to constitute a breach of this License Agreement and shall entitle SNAP-ON to cancel and void this Agreement and require an immediate return of Software together with any copies or documentation from the Licensee. Licensee acknowledges the value of the Software and acknowledges that the covenants

of Licensee hereunder are the minimum such terms necessary to protect SNAP-ON and its successors and assigns in the use and employment of the Software. Licensee agrees these covenants are special and unique, that damages cannot compensate SNAP-ON in the event of a violation of the covenants contained herein, and that injunctive relief shall be essential for the protection of SNAP-ON. In the event Licensee shall violate or breach any of the covenants contained herein, SNAP-ON shall be entitled to obtain injunctive relief against Licensee, without bond but upon due notice, in addition to such further or other relief as may appertain at law or in equity. In the event of the entry of any such injunction, Licensee's sole remedy shall be the dissolution of such injunction if such is warranted upon hearing duly had (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived by Licensee). Obtainment of such injunction by SNAP-ON shall not be considered an election of remedies or a waiver of any right SNAP-ON may have at law or in equity.

SEVERABILITY

If any provision, or portion thereof, of this Agreement is invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted.

NON-WAIVER

No delay or failure of SNAP-ON in exercising any right hereunder and no partial or single exercise thereof, shall be deemed of itself to constitute a waiver of such right.

WARRANTIES

SNAP-ON represents and warrants that the Software when delivered and installed, will operate on the computer(s) required under this Agreement provided that Licensee complies with all requirements set forth in all materials provided to Licensee by SNAP-ON or Hatala. Any service rendered by SNAP-ON will be performed in a professional manner by its qualified personnel or agent.

SNAP-ON's liability for damages, regardless of the form of the action, will not exceed the charges paid by Licensee for the license of the Software. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL WARRANTIES, EXPRESSED OR IMPLIED, IN NO EVENT WILL SNAP-ON BE LIABLE FOR CONSEQUENTIAL DAMAGES. No action arising out of this Agreement, regardless of form, may be brought by either party more than one year after the cause of action accrued.

GENERAL

This Agreement contains the entire Agreement between the parties. No oral statements or representations made by any of the parties shall be deemed to be a part of this Agreement. This Agreement may not be waived, altered, or

DSS ONLINE LIMITED SOFTWARE LICENSE AND MAINTENANCE AGREEMENT

modified except by written agreement of the parties. No agent, employee or representative of SNAP-ON has any authority to bind SNAP-ON to any affirmation, representation, or warranty, and unless such is specifically included within this written Agreement, it shall not be enforceable by Licensee. Licensee's remedies in this Agreement are exclusive.

THE PARTIES HAVE READ THIS AGREEMENT, AND AGREE TO BE BOUND BY ALL OF ITS TERMS, AND THEY FURTHER AGREE THAT IT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THEM SUPERSEDING ALL PREVIOUS PROPOSALS, PROMISES OR REPRESENTATIONS, AND ALL OTHER COMMUNICATIONS BETWEEN THEM RELATING TO THE LICENSE. LICENSEE AGREES TO DELIVER THE SOFTWARE TOGETHER WITH ANY COPIES OR DOCUMENTATION TO SNAP-ON AT THE TIME OF TERMINATION AS A FRANCHISEE OR INDEPENDENT DEALER.

MFS ONLINE LIMITED SOFTWARE LICENSE AND MAINTENANCE AGREEMENT

THIS DOCUMENT IS A LEGAL AGREEMENT BETWEEN YOU, THE LICENSEE, AND SNAP-ON TOOLS COMPANY LLC. LICENSEE MEANS A SNAP-ON FRANCHISEE. BY USING THIS PROGRAM, YOU ARE AGREEING TO BECOME BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, PROMPTLY RETURN THE SEALED PACKAGE AND THE OTHER ITEMS THAT ARE PART OF THIS PRODUCT IN THEIR ORIGINAL PACKAGE TO SNAP-ON TOOLS COMPANY LLC FOR A FULL REFUND.

LIMITED LICENSE

In accord with the terms of this Agreement, SNAP-ON TOOLS COMPANY LLC ("SNAP-ON") grants to Licensee a nonexclusive limited license to use the MULTIPLE FRANCHISE SYSTEM ONLINE ("MFS ONLINE"), a computer program in machine readable form, and related user manuals, (hereinafter collectively referred to as the "Software"). This Software is an extension of the DEALER SALES SYSTEM ONLINE Software ("DSS OnLine") and Licensee must be licensed for a minimum of two copies of DSS OnLine prior to entering into this Agreement. The primary function of this Software is to monitor multiple vans using DSS OnLine. In order for the Software to perform properly, Licensee must be using the current minimum system configuration required by the Snap-on Program from time to time.

TERMS AND MAINTENANCE

This Agreement shall be effective on the date it is accepted by SNAP-ON (the "Effective Date") and shall automatically terminate if you are no longer a licensee of a minimum of two copies of DSS OnLine software. This Agreement will also terminate if Licensee no longer has a Multiple Franchise or Additional Van. In that case or in the event that you are no longer a licensee of a minimum of two copies of DSS OnLine software, there will be a \$30.00 charge to change back to using DSS Online without the MFS OnLine extension.

There is no additional monthly Maintenance Fee required under this Agreement. As long as Licensee is

current in the payment of all Maintenance Fees required under the DSS OnLine Agreement, Licensee shall be entitled to Maintenance and Support only as specified in the DSS OnLine Agreement. Hatala Systems Group, Inc. ("Hatala"), or such other party as SNAP-ON may designate from time to time, shall provide such Maintenance and Support on behalf of SNAP-ON during the term hereof. All references to Hatala herein shall include any such other designated party, which shall be so designated by SNAP-ON in the event Hatala is unable to provide the Maintenance and Support as required hereunder.

Maintenance and Support means: (a) up to two updates of the Software annually with such documentation as SNAP-ON in its discretion deems is appropriate; (b) telephone assistance from Hatala with respect to the Software, namely (i) clarification of functions and features of the Software; (ii) clarification of documentation pertaining to the Software; (iii) guidance in the operation of the Software; and (iv) error verification, analysis and correction to the extent reasonably possible by telephone; (c) product file maintenance via the communications features of the Software; and (d) CD/DVDs containing periodic master list price updates, as announced by SNAP-ON. Hatala's standard hours of service are Monday through Friday, 7:00 a.m. to 11:00 p.m. CST time, except for holidays as observed by Hatala. Hatala's standard hours of service are subject to change at any time without notice. Maintenance and Support will be provided only with respect to versions of the Software in accordance with SNAP-ON policy in its discretion. It is agreed that SNAP-ON may charge a reasonable service fee in addition to the DSS Maintenance Fee for any enhancements of the Software other than the two updates provided pursuant to this Agreement.

ELIGIBILITY OF SOFTWARE

Maintenance and Support shall not include services requested as a result of, or with respect to the following, and any services requested as a result thereof shall be billed to Licensee at Hatala's then current rates:

(a) accident; unusual physical, electrical, or electromagnetic stress; neglect; failure of electric power, air conditioning, or humidity control; failure of

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rotation media not furnished by Hatala; operation of the Software with other media or equipment not meeting or not maintained in accordance with the manufacturer's specifications; or causes other than ordinary use;

(b) improper installation by Licensee or use of the Software that deviates from any operating procedures established by SNAP-ON or Hatala in the applicable documentation;

(c) modification and/or extension or attempted modification and/or extension of the Software undertaken by persons not authorized by SNAP-ON;

(d) programs made by Licensee;

(e) replacement software is available at additional cost.

Licensee understands and acknowledges that SNAP-ON's obligations with respect to any maintenance and support are only as set forth in this Agreement.

USE OF SOFTWARE

Licensee agrees to use the Software only in conjunction with the SNAP-ON business and in conformity with operating instructions provided by SNAP-ON. **The rights and license granted Licensee hereunder to hold and use the Software are restricted solely and exclusively to the Licensee and may not be assigned, subleased, sublicensed, sold, offered for sale, disposed of, encumbered or mortgaged.**

RESPONSIBILITIES OF LICENSEE

SNAP-ON's provision of Maintenance and Support to Licensee is subject to the following:

(a) Licensee shall provide SNAP-ON and Hatala with access to Licensee's personnel and equipment during normal business hours. This access shall include the ability to dial-in to the equipment on which the Software is operating and to obtain the same access to the Equipment as those of Licensee's employees having the highest privilege or clearance level. SNAP-ON or Hatala will inform Licensee of the specifications of the modem equipment needed, and Licensee shall be responsible for the costs and use of such equipment.

(b) Licensee shall provide appropriate supervision, control and management of the use of the Software. In addition, Licensee shall implement appropriate procedures for the protection of information and the

implementation of backup facilities in the event of errors or malfunction of the Software or Equipment.

(c) Licensee shall document and promptly report all errors or malfunctions of the Software to Hatala. Licensee shall take all steps necessary to carry out procedures for the rectification of errors or malfunctions within a reasonable time after such procedures have been received from Hatala.

(d) Licensee shall maintain a current backup copy of all programs and data.

TAXES AND DUTIES

There shall be added to any charges under this Agreement, any sales or use tax imposed by any governmental agency with respect to the services rendered by SNAP-ON or the Software use itself.

TITLE

Title to the Software will remain in Hatala, as licensed to SNAP-ON. Licensee shall keep the Software free and clear of all claims, liens or encumbrances, and any act of Licensee purporting to create claim, lien or encumbrances on the Software shall be void. Licensee acknowledges that this is a single computer license and that Licensee may make only one copy each of any computer tapes, disks, or other material provided by SNAP-ON as back-up copies of such materials. Licensee agrees not to make any other copies or partial copies, of any computer tapes, disks, or other material provided by SNAP-ON, and Licensee acknowledges that the Software is proprietary and confidential information, as between the parties. Any unauthorized use of the Software shall be considered by SNAP-ON to constitute a breach of this License Agreement and shall entitle SNAP-ON to cancel and void this Agreement and require an immediate return of Software together with any copies or documentation from the Licensee. Licensee acknowledges the value of the Software and acknowledges that the covenants of Licensee hereunder are the minimum such terms necessary to protect SNAP-ON and its successors and assigns in the use and employment of the Software. Licensee agrees these covenants are special and unique, that damages cannot compensate SNAP-ON in the event of a violation of the covenants contained herein, and that injunctive relief shall be essential for the protection of SNAP-ON. In the event Licensee shall violate or breach any of the covenants contained herein, SNAP-ON shall be entitled to obtain injunctive

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relief against Licensee, without bond but upon due notice, in addition to such further or other relief as may appertain at law or in equity. In the event of the entry of any such injunction, Licensee's sole remedy shall be the dissolution of such injunction if such is warranted upon hearing duly had (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived by Licensee). Obtainment of such injunction by SNAP-ON shall not be considered an election of remedies or a waiver of any right SNAP-ON may have at law or in equity.

SEVERABILITY

If any provision, or portion thereof, of this Agreement is invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted.

NON-WAIVER

No delay or failure of SNAP-ON in exercising any right hereunder and no partial or single exercise thereof, shall be deemed of itself to constitute a waiver of such right.

WARRANTIES

SNAP-ON represents and warrants that the Software when delivered and installed, will operate on the computer(s) required in the DSS OnLine Agreement and with the minimum operating system required by this Agreement, provided that Licensee complies with all requirements set forth in all materials provided to Licensee by SNAP-ON or Hatala. Any service rendered by SNAP-ON will be performed in a professional manner by its qualified personnel or agent. SNAP-ON's liability for damages, regardless of the form of the action, will not exceed the charges paid by Licensee for the license of the Software. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL WARRANTIES, EXPRESSED OR IMPLIED, IN NO EVENT WILL SNAP-ON BE LIABLE FOR CONSEQUENTIAL DAMAGES. No action arising out of this Agreement, regardless of form, may be brought by either party more than one year after the cause of action accrued.

GENERAL

This Agreement contains the entire Agreement between the parties. No oral statements or

representations made by any of the parties shall be deemed to be a part of this Agreement. This Agreement may not be waived, altered, or modified except by written agreement of the parties. No agent, employee or representative of SNAP-ON has any authority to bind SNAP-ON to any affirmation, representation, or warranty, and unless such is specifically included within this written Agreement, it shall not be enforceable by Licensee. Licensee's remedies in this Agreement are exclusive.

THE PARTIES HAVE READ THIS AGREEMENT, AND AGREE TO BE BOUND BY ALL OF ITS TERMS, AND THEY FURTHER AGREE THAT IT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THEM SUPERSEDING ALL PREVIOUS PROPOSALS, PROMISES OR REPRESENTATIONS, AND ALL OTHER COMMUNICATIONS BETWEEN THEM RELATING TO THE LICENSE. LICENSEE AGREES TO DELIVER THE SOFTWARE TOGETHER WITH ANY COPIES OR DOCUMENTATION TO SNAP-ON AT THE TIME OF TERMINATION AS A FRANCHISEE OR AT THE TIME LICENSEE CEASES TO BE AN ADDITIONAL FRANCHISE OWNER OR CEASES OPERATING AN ADDITIONAL VAN.

APPENDIX I.5.C

SNAP-ON TOOLS SOFTWARE LICENSE AND SUPPORT AGREEMENT

THIS SOFTWARE LICENSE AND SUPPORT AGREEMENT (this "Agreement") is made by and between Snap-on Tools Company LLC ("Snap-on") and Licensee (defined below). This Agreement also refers to Snap-on and Licensee individually as a "Party" and collectively as the "Parties."

WHEREAS, Snap-on has developed and owns the Program (defined below), which is a point of sale software application with encryption functionality.

WHEREAS, Snap-on desires to license the Program to Licensee for Licensee's use in transmitting sales information to Snap-on, all as further set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises set forth above and the promises below, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **ADDITIONAL DEFINITIONS.** The following are additional defined terms:

1.1 **"Affiliate"** means an entity controlled by, under the control of or under common control with a Party, where having the direct or indirect beneficial ownership of a voting interest of at least fifty (50) percent.

1.2 **"Agreement"** means this Software License and Support Agreement and Schedule A (Additional Software License and Licensed Products Terms), which is attached hereto and incorporated herein, and Exhibit 1 (Third Party Packages) and any subparts thereto.

1.3 **"Confidential Information"** means any non-public, proprietary or confidential information or materials that a reasonable person would consider private, sensitive or proprietary and includes without limitation the Licensed Products, this Agreement and any trade secrets. Confidential Information excludes any information (i) in the public domain at the time of its disclosure or communication to the Licensee; (ii) that enters the public domain through no fault of the Licensee; or (iii) in the Licensee's possession free of any obligation of confidence at the time of its receipt by the Licensee from Snap-on.

1.4 **"Licensed Product"** means the computer software programs identified in Schedule A (as Schedule A is supplemented and/or amended from time to time by the Parties), any software updates supplied by Snap-on hereunder, the media in which the programs are delivered, and the associated documentation (including published product specifications and user manuals).

1.5 **"Licensed Location"** means the mobile store(s) identified in Schedule A.

1.6 **"Licensee"** means the Snap-on Affiliate or franchisee/dealer identified in Schedule A.

1.7 **"Third Party Packages"** means software programs and libraries distributed with the Licensed Product, which are subject to the specific license terms set forth in such license agreement from such third party issued by such third parties and reissued by such third parties from time to time, and may be subject to the terms of the licenses attached hereto as Exhibit 1, as reissued from time to time.

2. SOFTWARE LICENSE.

2.1 Grant. The Licensed Products are proprietary to Snap-on or, with respect to the Third Party Packages, to third parties. Subject to the terms and conditions of this Agreement, Snap-on hereby grants to Licensee, and Licensee hereby accepts, a non-exclusive, non-transferable, limited license to use the Licensed Products at the Licensed Locations, subject to the following conditions:

A. The Licensed Products are to be used by the Licensee solely for Licensee's own internal business purposes;

B. Unless Snap-on first provides its prior written consent, nothing in this Agreement grants any rights to modify, reverse engineer, decompile, recompile, sell, lease, or otherwise transfer the Licensed Products;

C. The Licensed Products may not be used for the operation of any timesharing bureau or similar activity for the benefit of a third party;

D. Licensee acknowledges that the laws and regulations of the United States may restrict the export and re-export of certain commodities and technical data of United States origin, including the Licensed Products in any medium. Licensee will not export or re-export the Licensed Products in any form without the appropriate United States or foreign government licenses. Licensee's obligations pursuant to this section shall survive and continue after any termination or expiration of rights under this Agreement; and

E. License shall automatically renew annually provided Licensee remains current in the payment of the maintenance and support fee.

2.2 Reservation of Rights. Snap-on reserves all other rights, and nothing in this Agreement grants Licensee any other rights to use, distribute or sublicense the Licensed Products (except with respect to Third Party Packages).

2.3 Third-Party Packages. The Licensed Product is distributed with Third Party Packages. Notwithstanding the terms of this Agreement, Licensee's use of the Third Party Packages is subject to the terms and conditions of their specific license agreements, including without limitation any disclaimers of warranties and limitations of liability.

2.4 Services. Unless otherwise set forth in Schedule A, during the term of this Agreement (or until earlier notified by Snap-on), Snap-on will provide the following to Licensee regarding the Licensed Products: (i) a commercially reasonable amount of technical advice regarding the Licensed Products, which will be provided via a toll-free telephone number during a reasonable amount of hours to be determined by Snap-on in its sole discretion; (ii) updates for the Licensed Products, which Snap-on will provide at Snap-on's sole discretion; and (iii) training on the use of the Licensed Products, which Snap-on will provide at such times and in such manners as Snap-on determines in its sole discretion.

3 FEES.

3.1 Fee Payment. In consideration for the rights granted under this Agreement, the Licensee will pay to Snap-on the fees set forth in Schedule A. Amounts are payable in U.S. dollars to Snap-on under this Agreement, including without limitation any sales or use tax pertaining to same (but excluding any Snap-on income tax) will be set forth monthly on Licensee's statement sent by Snap-on to Licensee and will be payable in accordance with Snap-on's then-current standard terms of payment. Licensee will not have, and hereby waives any right to set off amounts claimed from Snap-

on against amounts due under this Agreement. Past due amounts will bear interest at the lesser of one and one-half percent (1.5 %) per month from the due date or the highest interest rate permitted by applicable law.

3.2 Fee Updates. Snap-on reserves the right to prospectively change the fees set forth in Schedule A, from time to time, upon thirty (30) days prior notice to Licensee, which may be provided electronically and without sending a confirmation copy in another form. Snap-on also reserves the right to change the fees set forth in Schedule A in the event Licensee requests any additional products or services from Snap-on under this Agreement.

4. AUDIT. Snap-on will have the right to inspect the Licensee's facilities and records to verify Licensee's compliance with the terms and conditions of this Agreement at Snap-on's discretion.

5. CONFIDENTIAL INFORMATION.

5.1 Duty to Keep Confidential. Licensee will not disclose Confidential Information to others and will ensure that its employees do not disclose Confidential Information to others. The provisions of this paragraph will survive the termination of this Agreement for any reason whatsoever. The foregoing restrictions on disclosure will not apply to Confidential Information required to be disclosed by order of a court or other governmental agency having jurisdiction thereof, provided in such case the Licensee will give Snap-on prompt notice thereof and allow Snap-on to file any motions or pleadings or obtain a protective order as it deems necessary to prevent the disclosure of the Confidential Information.

5.2 Cooperation. Upon knowledge of any unauthorized possession or use of, or access to, any Confidential Information or to the Licensed Products, Licensee will notify Snap-on immediately and furnish Snap-on with full details of such situation and cooperate, at Snap-on's expense, in any litigation or other proceeding deemed necessary by Snap-on to protect the rights of Snap-on or its Affiliates.

6. WARRANTIES.

6.1 Licensee Warranties. Licensee will comply with all applicable local, state, federal and other governmental laws, rules, regulations and ordinances, including without limitation any export control laws, rules and regulations. Licensee is not in violation of any such laws or regulations, excluding those violations that alone or in the aggregate do not and will not have a material adverse affect on its business or assets, or its ability to perform its obligations under this Agreement.

6.2 Snap-on Warranties. The following warranties will not apply to Licensed Products which have been altered or modified or used in a manner that fails to conform to Snap-on's written instructions or the provisions of this Agreement:

A. Licensed Products. Ninety (90) days following the date of delivery of the Licensed Products (the "warranty period") to the Licensed Location, Snap-on warrants to Licensee that the Licensed Products will perform in all material respects in accordance with Snap-on's specifications for the License Product as such specification exists as of the date of delivery of the Licensed Products. If a Licensed Product fails to conform to the foregoing warranty, then, within the warranty period, the Licensee will give Snap-on written notice thereof setting forth the nature of such non-conformity, the affected Licensed Product supplied. As Licensee's sole and exclusive remedy, Snap-on, at no additional charge to the Licensee, will (A) use commercially reasonable efforts to correct any such non-conformity; (B) provide a mutually acceptable plan for correction within sixty (60) days

following the receipt of Licensee's notice to Snap-on; or (C) terminate this Agreement and refund the amounts paid by Licensee under this Agreement.

B. Services. Snap-on warrants to Licensee that Snap-on will meet its service obligations under this Agreement in a professional and workmanlike manner.

6.3 Disclaimer. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF, AND SNAP-ON DISCLAIMS, ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

7. LIMITATION OF LIABILITY. In no event will Snap-on be liable for any special, indirect, incidental, punitive or consequential damages, including without limitation lost profits or revenues, even if Snap-on has been advised of said damages. Snap-on's liability on any claim whether in contract, tort (including negligence in any degree), warranty, strict liability, or otherwise, for any loss or damage arising from or related to any Licensed Products or ANY SERVICES HEREUNDER will in no case exceed the Fees allocable to the Licensed Product giving rise to the claim, and in no event will Snap-on be liable to the Licensee for a monetary amount greater than the amounts paid or due to it in accordance with this Agreement for a period not to exceed twelve(12) months prior to the date of the claim.

8. FORCE MAJEURE. The Parties are excused from non-performance under this License Agreement (except as to any payment obligations), to the extent such non-performance is caused by an act of nature, war, terrorism, public enemy, or civil disobedience; epidemic, or quarantine restriction; blockade; strike, labor disputes; sabotage; explosion; or a change in law, rule, or regulation to the extent beyond the affected Party's reasonable control.

9. INFRINGEMENT. Subject to Section 7 ("Limitation of Liability"), Snap-on will indemnify and hold Licensee harmless from any costs, damages, liabilities, or expenses (including reasonable attorneys' fees) suffered or incurred by Licensee as a result of claims that Licensee's use of the Licensed Product infringes any third party patent, copyright or other intellectual property right of any entity other than Snap-on or a vendor of any Third party Package; provided that (A) Licensee notifies Snap-on without undue delay in writing of such claim; (B) Licensee permits Snap-on to defend, compromise or settle said claim; and (C) Licensee provides Snap-on, at Snap-on's expense, all available information, assistance and authority to enable Snap-on to do so.

9.1 Additional Remedies. In addition to the foregoing indemnification obligation, if any claim is brought against the Licensee based on a claim that the use of Licensed Products constitutes an infringement of any third-party patent, copyright or other intellectual property right, then at Snap-on's option, it will promptly either (i) secure for Licensee, at Snap-on's expense, the right to continue to use the Licensed Product; (ii) replace or modify the Licensed Product, at Snap-on's expense, so that the Licensed Product becomes non-infringing; or (iii) terminate this Agreement and return any Licensee's license fees paid in the prior five years for the infringing Licensed Product in the event that neither (i) nor (ii), in the reasonable opinion of Snap-on, is feasible provided that Snap-on at its option and from time to time may change its choice in this respect prior to termination under (iii), if any.

A. Snap-on will have no liability for any claims of infringement that depend upon (i) the use of Licensed Product in conjunction or combination with non-Snap-on software or Licensee's products, (ii) a use of the Licensee's Products in a manner not contemplated in Snap-on's published

specifications or by this Agreement, or (iii) modifications of the Licensed Product not expressly authorized in writing by Snap-on.

B. LICENSEE'S EXCLUSIVE REMEDIES WITH RESPECT TO ANY CLAIM BY A THIRD PARTY THAT A LICENSED PRODUCT INFRINGES A PATENT, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHT WILL BE AS SET FORTH IN THIS SECTION 9.

10. TERM AND TERMINATION.

10.1 Term. The term of this Agreement will begin on the date set forth in Schedule A, and shall remain in effect until terminated as provided herein.

10.2 Termination– In General. Either party may terminate this Agreement by providing a thirty (30) day written notice of termination to the other party.

10.3 Termination for Cause – Change in Relationship. In the event Licensee is no longer a franchisee/dealer or Affiliate of Snap-on for any reason or if Snap-on will no longer offer or support the Licensed Products and/or Third Party Packages, Snap-on may terminate this Agreement effective immediately upon written notice to Licensee.

10.4 Termination for Cause – Bankruptcy. Snap-on may terminate this Agreement, including the Software License effective immediately and without any prior notice to Licensee, if any of the following occur: (A) Licensee files a petition in bankruptcy or is adjudicated a bankrupt; (B) a petition in bankruptcy is filed against Licensee; (C) Licensee becomes insolvent or makes an assignment for the benefit of its creditors or makes an arrangement pursuant to any bankruptcy law; (D) Licensee discontinues all or a significant portion of its business; or (E) a receiver is appointed for Licensee or its business.

10.5 Effect of Termination. Upon termination of this Agreement, Licensee will discontinue use of and will, within five (5) calendar days after termination of this Agreement, at its own expense, (A) return to Snap-on the original and all copies of the Licensed Products, including without limitation any Confidential Information, in object code or source code format, in machine readable or human readable form, which Licensee has in its possession, and a certification by the Licensee, or one of Licensee's officers, attesting that none of the foregoing has been retained by Licensee; or (B) destroy the same and provide Snap-on with a written certification from the Licensee or an officer of the Licensee attesting to said destruction, as Snap-on directs.

11. ARBITRATION. Any controversy or dispute arising out of or in connection with this Agreement, its interpretation, performance or termination that the parties are unable to resolve within a ninety (90) day period following written notice by one party to the other of the existence of such controversy or dispute, will be submitted to binding arbitration. The controversy or dispute will be finally settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration will (A) apply the law set forth in Section 12, (B) take place at the office of the American Arbitration Association nearest the Snap-on Regional Sales Office to which Licensee is assigned, and (C) be decided by one arbitrator with not less than fifteen (15) years experience in dealing with commercial disputes. Each party shall bear their own costs of the arbitration, provided however, that the fees and expenses of the arbitrator shall be paid 50% by each side. Notwithstanding the foregoing, the arbitrator may award attorneys' fees if the controversy or dispute is brought under Section 9 above and the arbitrator finds attorneys' fees should be awarded as provided in Section 9 above.

12. GOVERNING LAW. The laws of the state in which the Snap-on Branch Office is located to which Licensee is assigned, excluding any conflicts of law provisions, will govern any matters arising out of or relating to this Agreement and the transactions it contemplates, including without limitation, the interpretation, construction, and enforcement of this Agreement and any performance under this Agreement. Uniform Computer Information Transaction Act, as adopted by various states, shall not apply to this Agreement.

13. INDEPENDENCE. The relationship created by this Agreement is that of licensor and licensee. Nothing in this Agreement creates or will be construed to create or constitute a partnership, joint venture, agency or employment relationship between the Parties.

14. ASSIGNMENT. This Agreement is personal to Licensee and may not be assigned or delegated by Licensee without the prior written consent of Snap-on. Any assignment made without such consent is void.

15. NOTICE. Any notices, reports, approvals, or other communications under this Agreement ("Notices") must be in writing and sent by one of the following methods to Snap-on or Licensee at the appropriate address set forth in Schedule A: (A) personal delivery; (B) mail, with postage prepaid; (C) nationally or internationally recognized overnight courier service (e.g., UPS), with all fees prepaid; or (D) facsimile or e-mail, provided that a confirmation copy is sent by another method hereunder. A Party may change its addresses for Notices (or that of its designated recipient) by written notice to the other Party. Notices are effective as follows: actual receipt after sending by personal delivery; three (3) days after sending by mail; the next day after sending by overnight courier; and the same day if sending by facsimile or e-mail.

16. LANGUAGE. If this Agreement is translated into any other language, the original English language version of this Agreement controls. All communications and notices made or given pursuant to this Agreement, and all documentation and support to be provided, unless otherwise noted, will be in the English language or will be accompanied by an English language version.

17. AGREEMENT. This Agreement contains the entire understanding between the Parties and supersedes all prior agreements and understanding relating to the subject matter hereof. This Agreement may not be explained, supplemented or qualified through evidence of trade usage or a prior course of dealings. In entering into this Agreement, neither Party has relied upon any statement, representation, warranty or agreement of the other Party, except for those that are expressly contained in this Agreement.

18. AMENDMENT. This Agreement may not be amended or modified orally and no provision hereof may be waived except by a further instrument in writing, signed by the Party against whom enforcement of any waiver, amendment, modification or discharge is sought.

19. SEVERABILITY. If any part of this Agreement is determined to be invalid, illegal or unenforceable, such part will be deemed omitted and the remainder of this Agreement will continue in full force in a manner that gives effect to the Parties' intent.

20. HEADINGS. The headings and subheadings used in this Agreement are for convenient reference only and do not constitute a part of this Agreement. The headings and sub-headings are not for use in construing or interpreting this Agreement.

IN WITNESS THEREOF, the Parties hereby execute this Agreement by their duly authorized representatives.

SNAP-ON TOOLS COMPANY LLC

LICENSEE: _____

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SCHEDULE A

**Additional Software License and Licensed Product Terms
Last Updated on: _____**

Licensee: _____

Licensed Products / Number of Licenses / License Fee:

Licensed Product	Fee (note if one-time or recurring)
CHROME	\$770.00 license fee (one time)

FOR LICENSEES THAT ARE SNAP-ON FRANCHISEES: Snap-on will provide maintenance and technical support services for the Licensed Products to Licensee as follows:

(A) Such maintenance services include without limitation all updates to the Licensed Products that Snap-on or Snap-on's third party licensors issue during the period in which Licensee receives support services; and

(B) Such technical support services include without limitation training and access by telephone to Snap-on's technical support staff.

Snap-on will provide the forgoing services to Licensee during the term of this Agreement, provided that Licensee has paid Snap-on a maintenance and support fee in the amount of **\$26.00 per month**.

Licensed Locations-Mobile Store(s):

Term of Agreement:

Begins: _____

Notices should be sent to:

Snap-on Tools Company LLC
2801 80th Street
Kenosha, WI, 53143

Attn: _____

Fax: _____

E-mail: _____

Licensee: _____

Attn: _____

Fax: _____

E-mail: _____

EXHIBIT 1-A

Third Party Packages **GNU GENERAL PUBLIC LICENSE**

Version 2, June 1991

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51 Franklin Street, Fifth Floor, Boston, MA, 02110-1301, USA

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To protect your rights, we need to make restrictions that forbid anyone to deny you these rights or to ask you to surrender the rights. These restrictions translate to certain responsibilities for you if you distribute copies of the software, or if you modify it.

For example, if you distribute copies of such a program, whether gratis or for a fee, you must give the recipients all the rights that you have. You must make sure that they, too, receive or can get the source code. And you must show them these terms so they know their rights.

We protect your rights with two steps: (1) copyright the software, and (2) offer you this license which gives you legal permission to copy, distribute and/or modify the software.

Also, for each author's protection and ours, we want to make certain that everyone understands that there is no warranty for this free software. If the software is modified by someone else and passed on, we want its recipients to know that what they have is not the original, so that any problems introduced by others will not reflect on the original authors' reputations.

Finally, any free program is threatened constantly by software patents. We wish to avoid the danger that redistributors of a free program will individually obtain patent licenses, in effect making the

program proprietary. To prevent this, we have made it clear that any patent must be licensed for everyone's free use or not licensed at all.

The precise terms and conditions for copying, distribution and modification follow.

TERMS AND CONDITIONS FOR COPYING, DISTRIBUTION AND MODIFICATION

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Activities other than copying, distribution and modification are not covered by this License; they are outside its scope. The act of running the Program is not restricted, and the output from the Program is covered only if its contents constitute a work based on the Program (independent of having been made by running the Program). Whether that is true depends on what the Program does.

1. You may copy and distribute verbatim copies of the Program's source code as you receive it, in any medium, provided that you conspicuously and appropriately publish on each copy an appropriate copyright notice and disclaimer of warranty; keep intact all the notices that refer to this License and to the absence of any warranty; and give any other recipients of the Program a copy of this License along with the Program.

You may charge a fee for the physical act of transferring a copy, and you may at your option offer warranty protection in exchange for a fee.

2. You may modify your copy or copies of the Program or any portion of it, thus forming a work based on the Program, and copy and distribute such modifications or work under the terms of Section 1 above, provided that you also meet all of these conditions:

a) You must cause the modified files to carry prominent notices stating that you changed the files and the date of any change.

b) You must cause any work that you distribute or publish, that in whole or in part contains or is derived from the Program or any part thereof, to be licensed as a whole at no charge to all third parties under the terms of this License.

c) If the modified program normally reads commands interactively when run, you must cause it, when started running for such interactive use in the most ordinary way, to print or display an announcement including an appropriate copyright notice and a notice that there is no warranty (or else, saying that you provide a warranty) and that users may redistribute the program under these conditions, and telling the user how to view a copy of this License. (Exception: if the Program itself is interactive but does not normally print such an announcement, your work based on the Program is not required to print an announcement.)

These requirements apply to the modified work as a whole. If identifiable sections of that work are not derived from the Program and can be reasonably considered independent and separate works in

themselves, then this License and its terms do not apply to those sections when you distribute them as separate works. But when you distribute the same sections as part of a whole, which is a work based on the Program, the distribution of the whole must be on the terms of this License, whose permissions for other licensees extend to the entire whole and thus to each and every part regardless of who wrote it.

Thus, it is not the intent of this section to claim rights or contest your rights to work written entirely by you; rather, the intent is to exercise the right to control the distribution of derivative or collective works based on the Program.

In addition, mere aggregation of another work not based on the Program with the Program (or with a work based on the Program) on a volume of a storage or distribution medium does not bring the other work under the scope of this License.

3. You may copy and distribute the Program (or a work based on it, under Section 2) in object code or executable form under the terms of Sections 1 and 2 above provided that you also do one of the following:

a) Accompany it with the complete corresponding machine-readable source code, which must be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange; or,

b) Accompany it with a written offer, valid for at least three years, to give any third party, for a charge no more than your cost of physically performing source distribution, a complete machine-readable copy of the corresponding source code, to be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange; or,

c) Accompany it with the information you received as to the offer to distribute corresponding source code. (This alternative is allowed only for noncommercial distribution and only if you received the program in object code or executable form with such an offer, in accord with Subsection b above.)

The source code for a work means the preferred form of the work for making modifications to it. For an executable work, complete source code means all the source code for all modules it contains, plus any associated interface definition files, plus the scripts used to control compilation and installation of the executable. However, as a special exception, the source code distributed need not include anything that is normally distributed (in either source or binary form) with the major components (compiler, kernel, and so on) of the operating system on which the executable runs, unless that component itself accompanies the executable.

If distribution of executable or object code is made by offering access to copy from a designated place, then offering equivalent access to copy the source code from the same place counts as distribution of the source code, even though third parties are not compelled to copy the source along with the object code.

4. You may not copy, modify, sublicense, or distribute the Program except as expressly provided under this License. Any attempt otherwise to copy, modify, sublicense or distribute the Program is void, and will automatically terminate your rights under this License. However, parties who have

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6. Each time you redistribute the Program (or any work based on the Program), the recipient automatically receives a license from the original licensor to copy, distribute or modify the Program subject to these terms and conditions. You may not impose any further restrictions on the recipients' exercise of the rights granted herein. You are not responsible for enforcing compliance by third parties to this License.

7. If, as a consequence of a court judgment or allegation of patent infringement or for any other reason (not limited to patent issues), conditions are imposed on you (whether by court order, agreement or otherwise) that contradict the conditions of this License, they do not excuse you from the conditions of this License. If you cannot distribute so as to satisfy simultaneously your obligations under this License and any other pertinent obligations, then as a consequence you may not distribute the Program at all. For example, if a patent license would not permit royalty-free redistribution of the Program by all those who receive copies directly or indirectly through you, then the only way you could satisfy both it and this License would be to refrain entirely from distribution of the Program.

If any portion of this section is held invalid or unenforceable under any particular circumstance, the balance of the section is intended to apply and the section as a whole is intended to apply in other circumstances.

It is not the purpose of this section to induce you to infringe any patents or other property right claims or to contest validity of any such claims; this section has the sole purpose of protecting the integrity of the free software distribution system, which is implemented by public license practices. Many people have made generous contributions to the wide range of software distributed through that system in reliance on consistent application of that system; it is up to the author/donor to decide if he or she is willing to distribute software through any other system and a licensee cannot impose that choice.

This section is intended to make thoroughly clear what is believed to be a consequence of the rest of this License.

8. If the distribution and/or use of the Program is restricted in certain countries either by patents or by copyrighted interfaces, the original copyright holder who places the Program under this License may add an explicit geographical distribution limitation excluding those countries, so that distribution is permitted only in or among countries not thus excluded. In such case, this License incorporates the limitation as if written in the body of this License.

9. The Free Software Foundation may publish revised and/or new versions of the General Public License from time to time. Such new versions will be similar in spirit to the present version, but may differ in detail to address new problems or concerns.

Each version is given a distinguishing version number. If the Program specifies a version number of this License which applies to it and "any later version", you have the option of following the terms and conditions either of that version or of any later version published by the Free Software Foundation. If the Program does not specify a version number of this License, you may choose any version ever published by the Free Software Foundation.

10. If you wish to incorporate parts of the Program into other free programs whose distribution conditions are different, write to the author to ask for permission. For software which is copyrighted by the Free Software Foundation, write to the Free Software Foundation; we sometimes make exceptions for this. Our decision will be guided by the two goals of preserving the free status of all derivatives of our free software and of promoting the sharing and reuse of software generally.

NO WARRANTY

11. BECAUSE THE PROGRAM IS LICENSED FREE OF CHARGE, THERE IS NO WARRANTY FOR THE PROGRAM, TO THE EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT WHEN OTHERWISE STATED IN WRITING THE COPYRIGHT HOLDERS AND/OR OTHER PARTIES PROVIDE THE PROGRAM "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE PROGRAM IS WITH YOU. SHOULD THE PROGRAM PROVE DEFECTIVE, YOU ASSUME THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

12. IN NO EVENT UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN WRITING WILL ANY COPYRIGHT HOLDER, OR ANY OTHER PARTY WHO MAY MODIFY AND/OR REDISTRIBUTE THE PROGRAM AS PERMITTED ABOVE, BE LIABLE TO YOU FOR DAMAGES, INCLUDING ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE PROGRAM (INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR DATA BEING RENDERED INACCURATE OR LOSSES SUSTAINED BY YOU OR THIRD PARTIES OR A FAILURE OF THE PROGRAM TO OPERATE WITH ANY OTHER PROGRAMS), EVEN IF SUCH HOLDER OR OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXHIBIT 1-B

Third Party Packages ORACLE DATABASE 10g EXPRESS EDITION LICENSE AGREEMENT

To use this license, you must agree to all of the following terms (by either clicking the accept button or installing and using the program):

ELIGIBILITY EXPORT RESTRICTIONS

I am not a citizen, national or resident of, and am not under the control of, the government of: Cuba, Iran, Sudan, Iraq, Libya, North Korea, Syria, nor any other country to which the United States has prohibited export.

I will not download or otherwise export or re-export the Programs, directly or indirectly, neither to the above mentioned countries nor to citizens, nationals or residents of those countries.

I am not listed on the United States Department of Treasury lists of Specially Designated Nationals, Specially Designated Terrorists, and Specially Designated Narcotic Traffickers, nor am I listed on the United States Department of Commerce Table of Denial Orders.

I will not download or otherwise export or re-export the Programs, directly or indirectly, to persons on the above mentioned lists.

I will not use the Programs for, and will not allow the Programs to be used for, any purposes prohibited by United States law, including, without limitation, for the development, design, manufacture or production of nuclear, chemical or biological weapons of mass destruction.

"We," "us," and "our" refers to Oracle USA, Inc. "You" and "your" refers to the individual or entity that has acquired the programs "Programs" refers to the software product which you have acquired and program documentation. "License" refers to your right to use the programs under the terms of this Agreement. The substantive and procedural laws of California govern this Agreement. You and Oracle agree to submit to the exclusive jurisdiction of, and venue in, the courts of California in any dispute relating to this Agreement.

We are willing to license the programs to you only upon the condition that you accept all of the terms contained in this Agreement. Read the terms carefully and indicate your acceptance by either selecting the "Accept" button at the bottom of the page to confirm your acceptance, if you are licensing via our online system, or continuing to install the program if you have received this license agreement during the installation process. If you are not willing to be bound by these terms, select the "Do Not Accept" button or discontinue the installation process and the registration process will not continue.

License Rights

We grant you a nonexclusive, nontransferable limited license to use the programs for: (a) purposes of developing, prototyping and running your applications for your own internal data processing

operations; (b) you may also distribute the programs with your applications; (c) you may use the programs to provide third party demonstrations and training; and (d) you may copy and distribute the programs to your licensees provided that each such licensee agrees to the terms of this Agreement. You are not permitted to use the programs for any purpose other than as permitted under this Agreement. Program documentation is either shipped with the programs, or documentation may be accessed online at <http://otn.oracle.com/docs>.

Any use of the Oracle Database Express Edition is subject to the following limitations;

1. Express Edition is limited to a single instance on any server;
2. Express Edition may be installed on a multiple CPU server, but may only be executed on one processor in any server;
3. Express Edition may only be used to support up to 4GB of user data (not including Express Edition system data);
4. Express Edition may use up to 1 GB RAM of available memory.

Trademarks and Copyrights

You agree not to use Oracle trademarks (including "ORACLE") or potentially confusing variations (including "ORA") as a part of your product name(s), service name(s), company name, or domain name(s). In marketing, promoting, or distributing the programs, you agree to make it clear that Oracle is the source of the programs. You shall include on all copies of the programs used or distributed by you:

- A. A reproduction of Oracle's copyright notice; or
- B. A copyright notice indicating that the copyright is vested in you containing the following:
 1. A "c" in a circle and the word "copyright";
 2. Your name;
 3. The date of copyright; and
 4. The words "All rights reserved."

Such notices shall be placed on the documentation, the sign-on screen for any software incorporating the programs, and any media containing the programs.

Ownership and Restrictions

We retain all ownership and intellectual property rights in the programs. You may make a reasonable number of copies of the programs for backup purposes.

You may not:

- remove or modify any program markings or any notice of our proprietary rights;
- assign this Agreement or give or transfer the programs to another individual or entity except as specified in this Agreement;
- cause or permit reverse engineering or decompilation of the programs;
- disclose results of any program benchmark tests without our prior consent; or,
- use any Oracle name, trademark or logo, except as specified in this agreement.

Export

You agree that U.S. export control laws and other applicable export and import laws govern your use of the programs, including technical data. You agree that neither the programs nor any direct product thereof will be exported, directly, or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation.

Disclaimer of Warranty and Exclusive Remedies

THE PROGRAMS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. WE FURTHER DISCLAIM ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT SHALL WE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR DATA USE, INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR ENTIRE LIABILITY FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED ONE THOUSAND DOLLARS (U.S. \$1,000).

No Technical Support

Our technical support organization will not provide technical support, phone support, or updates to you for the programs licensed under this agreement.

End of Agreement

You may terminate this Agreement by destroying all copies of the programs. We have the right to terminate your right to use the programs if you fail to comply with any of the terms of this Agreement, in which case you shall destroy all copies of the programs.

Relationship between the Parties

The relationship between you and us is that of licensee/licensor. Neither party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other party, nor to represent the other party as agent, employee, franchisee/dealer, or in any other capacity. Nothing in this Agreement shall be construed to limit either party's right to independently develop or distribute software that is functionally similar to the other party's products, so long as proprietary information of the other party is not included in such software.

Restricted Rights

Use, duplication or disclosure by the United States government is subject to the restrictions as set forth in the Rights in Technical Data and Computer Software Clauses in DFARS 252.227-7013(c)(1)(ii) and FAR 52.227-19(c)(2) as applicable. The manufacturer is Oracle Corporation, 500 Oracle Parkway, Redwood City, California, 94065, U.S.A.

Open Source

"Open Source" software – software available without charge for use, modification and distribution – is often licensed under terms that require the user to make the user's modifications to the Open Source

software or any software that the user 'combines' with the Open Source software freely available in source code form. If you use Open Source software in conjunction with the programs, you must ensure that your use does not: (i) create, or purport to create, obligations of us with respect to the Oracle programs; or (ii) grant, or purport to grant, to any third party any rights to or immunities under our intellectual property or proprietary rights in the Oracle programs. For example, you may not develop a software program using an Oracle program and an Open Source program where such use results in a program file(s) that contains code from both the Oracle program and the Open Source program (including without limitation libraries) if the Open Source program is licensed under a license that requires any "modifications" be made freely available. You also may not combine the Oracle program with programs licensed under the GNU General Public License ("GPL") in any manner that could cause, or could be interpreted or asserted to cause, the Oracle program or any modifications thereto to become subject to the terms of the GPL.

Other

Upon 45 days written notice Oracle may audit the use of the program. You agree to cooperate with Oracle's audit and provide reasonable assistance and access to information. You agree that Oracle shall not be responsible for any of your costs incurred in cooperating with the audit.

Entire Agreement

You agree that this Agreement is the complete Agreement for the programs and licenses, and this Agreement supersedes all prior or contemporaneous Agreements or representations. If any term of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective.

APPENDIX I.6.A

RA FINANCING AGREEMENT (Standard Franchise)

This RA Financing Agreement ("Agreement") is made as of _____ (the "Effective Date"), between Snap-on Tools Company LLC, a Delaware Limited Liability Company with its principal place of business at Kenosha, Wisconsin, ("Snap-on"), and _____ whose address is _____ ("Franchisee") and, if applicable, _____ ("Designated Owner").

WHEREAS, Snap-on and Franchisee have entered into a STANDARD FRANCHISE AGREEMENT dated as of _____ (the "FRANCHISE AGREEMENT"); and

WHEREAS, in order to finance RA Acquisition (defined below) and the acquisition of additional inventory to further develop Franchisee's RA Sales, Franchisee desires to have credit extended and Snap-on has agreed to extend credit for the acquisition of RA and purchase of additional inventory upon the terms and conditions herein.

NOW, THEREFORE, the parties hereby agree as follows:

1. **Credit.** From time to time for a period of six (6) months after the Effective Date of this Agreement, Snap-on will extend credit to Franchisee in accordance with the terms of this Agreement for the purchase of RA Acquisition and the purchase of inventory from Franchisor in a total amount not to exceed \$52,500.00 ("Credit Cap").
2. **Maturity.** Franchisee will repay the entire outstanding amount of such credit on the "Termination Date", which shall be the earlier of (i) six (6) months after the Effective Date or (ii) the date on which the Franchise Agreement terminates for any reason.
3. **Extensions of Credit.** Credit for RA Acquisition in the amount of 75% of the RA accounts purchased by Franchisee will be extended at the time Franchisee purchases RA Acquisition. Additional credit shall be granted weekly at 75% of the excess, if any, of RA Sales over RA Collections as disclosed on Franchisee's weekly report to Snap-on and such amount reflected on Franchisee's Statement. At no time, however, shall the total amount of credit extended exceed the Credit Cap.
4. **Mandatory Repayments.** The following are mandatory repayments:
 - a) In the event the Franchisee's RA Sales are less than the Franchisee's RA Collections in any given week, Franchisee shall be charged for 75% of the difference between RA Collections and RA Sales as disclosed on Franchisee's weekly report to Snap-on and such amount shall be reflected on Franchisee's Statement as a repayment of any credit previously extended.
 - b) If Franchisee makes adjustments to reduce his total RA balance, Franchisee will be charged 75% of the amount of the reduction in the total RA balance made by the Franchisee, and such amount shall be reflected on Franchisee's Statement as a repayment of any credit previously extended.
5. **Books and Records.** Franchisee will promptly provide Snap-on with an RA audit report from Franchisee's computer upon the request of Snap-on. Snap-on shall have the right at any time to inspect Franchisee's books and records and to otherwise verify the accuracy of reports submitted to Snap-on.

6. Additional Definitions:

- a. **“RA Sales”** shall mean those sales of Products by Franchisee on which Franchisee extends credit to the customer, not including sales under any Credit and Lease Program offered by Snap-on Credit or Open Account Program offered by Snap-on.
- b. **“RA”** means the receivable arising out of an RA Sale.
- c. **“RA Collections”** shall mean those monies collected from customers who were sold Products as an RA Sale.
- d. **“RA Acquisition”** shall mean RA purchased from a predecessor franchisee or Snap-on.

7. Security Interest. The credit extended hereunder shall be secured by all security agreements, now or hereafter in effect, between the Franchisee and Snap-on.

8. Defined Terms. Defined terms used in this Agreement and not defined herein shall have the definitions ascribed to them in the Franchise Agreement.

9. Miscellaneous.

- a. This Agreement shall be binding upon and inure to the benefit of the respective successors, assigns, heirs, executors, administrators and legal personal representatives of Franchisee, Designated Owner and Snap-on, provided that this Agreement may not be assigned by Franchisee or Designated Owner without the prior written consent of Snap-on.
- b. All notices or other communications hereunder shall be in writing and shall be provided in accordance with the notice provisions contained in the Franchise Agreement.
- c. This Agreement shall be construed in accordance with the laws (without regard to the conflicts of laws provisions) of the state in which the Snap-on Regional Sales Office to which Franchisee was assigned at the time this Agreement was executed is located.

In witness whereof, the parties have executed this Agreement as of the Effective Date.

FRANCHISEE

SNAP-ON TOOLS COMPANY LLC

Individual Franchisee

By: _____

(Print Name and Title)

Corporate Franchisee

By: _____

Title: _____

Designated Owner:

APPENDIX I.6.B

RA FINANCING AGREEMENT (Gateway Franchise)

This RA Financing Agreement ("Agreement") is made as of _____ (the "Effective Date"), between Snap-on Tools Company LLC, a Delaware Limited Liability Company with its principal place of business at Kenosha, Wisconsin, ("Snap-on"), and _____, an individual residing at _____ ("Franchisee").

WHEREAS, Snap-on and Franchisee have entered into a GATEWAY FRANCHISE AGREEMENT dated as of _____ (the "FRANCHISE AGREEMENT"); and

WHEREAS, in order to finance RA Acquisition (defined below) and the acquisition of additional inventory to further develop Franchisee's RA Sales, Franchisee desires to have credit extended and Franchisor has agreed to extend credit for the acquisition of RA and purchase of additional inventory upon the terms and conditions herein.

NOW THEREFORE, the parties hereby agree as follows:

1. **Credit.** From time to time during the term of the Franchise Agreement, Franchisor will extend credit to Franchisee in accordance with the terms of this Agreement for the purchase of RA Acquisition and the purchase of inventory from Franchisor in a total amount not to exceed \$52,500.00 ("Credit Cap").
2. **Maturity.** Franchisee will repay the entire outstanding amount of such credit on the "Termination Date", which shall be the date on which the Franchise Agreement expires or otherwise terminates for any reason.
3. **Extensions of Credit.** Credit for RA Acquisition will be extended at the time Franchisee purchases RA Acquisition. Additional credit shall be granted weekly at 75% of the excess, if any, of RA Sales over RA Collections as disclosed on Franchisee's weekly report to Snap-on and such amount reflected on Franchisee's Statement. At no time however, shall the total amount of credit extended exceed the Credit Cap.
4. **Mandatory Repayments.** The following are mandatory repayments:
 - a) In the event the Franchisee's RA Sales are less than the Franchisee's RA Collections in any given week, Franchisee shall be charged for 75% of the difference between RA Collections and RA Sales as disclosed on Franchisee's weekly report to Snap-on and such amount shall be reflected on Franchisee's Statement as a repayment of any credit previously extended.
 - b) If Franchisee makes adjustments to reduce his total RA balance, Franchisee will be charged 75% of the amount of the reduction in the total RA balance made by the Franchisee, and such amount shall be reflected on Franchisee's Statement as a repayment of any credit previously extended.
5. **Books and Records.** Franchisee will promptly provide Snap-on with an RA audit report from Franchisee's computer upon the request of Snap-on. Snap-on shall have the right at any time to inspect Franchisee's books and records and to otherwise verify the accuracy of reports submitted to Snap-on.

6. Additional Definitions:

- a. **“RA Sales”** shall mean those sales of Products by Franchisee on which Franchisee extends credit to the customer, not including sales under any Credit and Lease Program offered by Snap-on Credit or Open Account Program offered by Snap-on.
- b. **“RA”** means the receivable arising out of an RA Sale.
- c. **“RA Collections”** shall mean those monies collected from customers who were sold Products as an RA Sale.
- d. **“RA Acquisition”** shall mean RA purchased from a predecessor franchisee or Snap-on.

7. Security Interest. The credit extended hereunder shall be secured by all security agreements, now or hereafter in effect, between the Franchisee and the Snap-on.

8. Defined Terms. Defined terms used in this Agreement and not defined herein shall have the definitions ascribed to them in the Franchise Agreement.

9. Miscellaneous.

- a. This Agreement shall be binding upon and inure to the benefit of the respective successors, assigns, heirs, executors, administrators and legal personal representatives of Franchisee, Designated Owner and Snap-on, provided that this Agreement may not be assigned by Franchisee or Designated Owner without the prior written consent of Snap-on.
- b. All notices or other communications hereunder shall be in writing and shall be provided in accordance with the notice provisions contained in the Franchise Agreement.
- c. This Agreement shall be construed in accordance with the laws (without regard to the conflicts of laws provisions) of the state in which the Snap-on Regional Sales Office to which Franchisee was assigned at the time this Agreement was executed is located.

In witness whereof, the parties have executed this Agreement as of the Effective Date.

FRANCHISEE

SNAP-ON TOOLS COMPANY LLC

Individual Franchisee

By: _____

(Print Name and Title)

APPENDIX I.6.C



RA LOAN ADDENDUM TO LOAN AND SECURITY AGREEMENT

Amendment No. _____

This Addendum is made to the LOAN AND SECURITY AGREEMENT between Snap-on Credit LLC, a Delaware limited liability company with its principal place of business at 950 Technology Way, Libertyville, Illinois 60048 ("Lender") and _____ ("Borrower"), [an individual residing at] [a corporation with its principal place of business at] _____.

WHEREAS, the parties have entered into a LOAN AND SECURITY AGREEMENT dated as of _____ (the "LOAN AND SECURITY AGREEMENT") in order to finance the acquisition of inventory and certain costs associated with the Borrower's Snap-on Business and to provide working capital for such Snap-on Business; and

WHEREAS, in order to finance the acquisition of additional inventory and to further develop Borrower's RA sales, Borrower desires to borrow, and Lender is willing to lend additional money to Borrower upon the terms and conditions herein.

NOW THEREFORE, the Lender and Borrower hereby agree as follows:

1. THE RA LOAN.

- a. **Loan.** Subject to the terms and conditions of this Addendum, Lender will lend to Borrower the sum of _____ (the "RA Loan"). The RA Loan shall be evidenced by Borrower's promissory note, in form and substance acceptable to Lender (the "RA Note"). The RA Note shall be executed and delivered to Lender before or concurrently with Lender's disbursement of the RA Loan. The unpaid principal amount of the RA Loan shall bear interest and shall be due and payable as provided in the RA Note. In the event Borrower has an existing Loan under the LOAN AND SECURITY AGREEMENT and is entering into the RA Loan as an additional Loan, then both shall be repaid in accordance with their respective terms and shall be secured under the LOAN AND SECURITY AGREEMENT. A default under any existing or future NOTE shall be a default under this RA Note and a default under this RA Note shall be a default under any existing or future NOTE.

This RA NOTE shall be in addition to any existing promissory note or other Borrower's Liabilities outstanding under the terms of the LOAN AND SECURITY AGREEMENT.

- b. **Prepayment Premium.** Prepayments of any RA NOTE, unless otherwise prohibited by law, shall be subject to a prepayment premium as set forth in the RA Note. In no event shall the aforementioned prepayment premium exceed the highest amount allowable under applicable law. Such prepayment premium represents the costs of prepayment incurred by Lender.
- c. **Inventory Levels.** Borrower's covenant to maintain levels of Inventory (at Borrower's cost) and Accounts shall be increased so that the levels of Inventory and Accounts shall be at least equal to the new principal aggregate amount of the Loan under any RA NOTE, until such time as any RA NOTE is repaid.

2. GENERAL TERMS.

Except as provided above, all other terms and conditions of the LOAN AND SECURITY AGREEMENT shall remain in full force and effect. If the terms of this Addendum conflict with the terms of the LOAN AND SECURITY AGREEMENT, the terms of this Addendum prevail. All terms not defined herein shall have the same meaning as in the LOAN AND SECURITY AGREEMENT. This Addendum shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

FOR CALIFORNIA RESIDENTS: This Addendum is made pursuant to Section 22500 of the California Financial Code.

In witness whereof, the parties have executed this Addendum on the date noted below.

BORROWER

SNAP-ON CREDIT LLC

Date: «SIGN DATE»

(Print Name and Title)

Address: _____

APPENDIX I.6.D



RA LOAN PROMISSORY NOTE

For value received, the undersigned ("Borrower") hereby promises to pay to the order of Snap-on Credit LLC ("Lender") the principal sum of \$ _____, together with interest thereon at the rate of _____% per annum (calculated on the basis of a 365-day year). Principal and interest shall be payable in _____ weekly installments consisting of principal and interest of _____, commencing on _____, and continuing on the same day of each successive week thereafter until _____ with the last installment equal to the remaining **balance** due _____. The entire unpaid balance, together with all accrued and unpaid interest and all other sums due hereunder, if not sooner due or paid, shall be immediately due and payable in full on _____.

After the occurrence of an Event of Default and for so long as such Event of Default continues, Borrower promises to pay Lender interest on the unpaid principal amount hereof and on all other Borrower's Liabilities at a rate per annum that is equal to the interest rate specified above plus four percent (4%); provided, however, such rate shall not exceed the highest rate permitted by applicable law.

This Note is issued pursuant to, secured by and is subject to all of the terms and provisions of, the Loan and Security Agreement dated as of _____ between Borrower and Lender, as such Loan and Security Agreement may be amended from time to time (the "Loan and Security Agreement"), the terms and provisions of which are hereby incorporated by reference.

A mandatory prepayment may be required in accordance with the terms of the Loan and Security Agreement. For a statement of the terms and conditions under which the maturity of this Note may be accelerated, reference is made to the Loan and Security Agreement. Capitalized terms used herein and not otherwise defined herein are used with the meanings attributed to them in the Loan and Security Agreement.

Unless otherwise prohibited by law or as permitted hereunder, Borrower shall be subject to a prepayment premium if Borrower elects to prepay this Note in full. Such prepayment premium shall be equal to _____% of the total outstanding balance due including accrued but unpaid interest if Borrower elects to prepay this Note. Except as required under the LOAN AND SECURITY AGREEMENT and partial prepayments of not more than one additional regular weekly payment per week, no partial prepayments shall be permitted or accepted. Notwithstanding the foregoing, there shall be no prepayment premium in the event the Borrower's Snap-on Business or any additional van is terminated, unless termination of the Snap-on Business or additional van occurs due to Borrower relocating and entering into another Snap-on franchise or additional van.

In no event shall the aforementioned prepayment premium exceed the highest amount allowable under applicable law. Such prepayment premium represents the costs of prepayment incurred by Lender.

Borrower represents, warrants and covenants that (a) this Note evidences a Loan for business and commercial purposes; (b) the proceeds of the Loan evidenced by this Note have not and will not be used for personal, family or household purposes; (c) neither this Note nor any other Borrower's Liabilities violates the provisions of the usury laws or any other applicable laws governing interest

rates of any state having jurisdiction over this Note, Borrower's Liabilities or the Loan and Security Agreement; (d) neither this Note nor any other Borrower's Liabilities is subject to Regulation Z of the Board of Governors of the Federal Reserve System. Borrower hereby waives demand, presentment, protest, and notice of demand, nonpayment or dishonor with respect to this Note. Borrower agrees to pay all reasonable costs of collection of this Note and any other Borrower's Liabilities, all reasonable costs in connection with the use, custody, protection and sale of the Collateral and all reasonable costs paid or incurred in enforcing or preserving any of Lender's rights hereunder or in connection with any transaction or proceeding in which Lender may become concerned or involved by reason of its interest in this Note or any other Borrower's Liabilities or any action by Borrower, in each case including reasonable attorneys' fees and court costs, all promptly on demand of Lender or other person incurring the same. Lender shall not (by act, delay, omission or otherwise) be deemed to have waived any of its rights or remedies hereunder, or any provision hereof, unless such waiver is in writing signed by Lender, and any such waiver shall be effective only to the extent specifically set forth therein; and a waiver by Lender of any right or remedy under this Note on any one occasion shall not be construed as a bar to or waiver of any such right or remedy which Lender would otherwise have had on any future occasion.

This Note shall be deemed to have been delivered and made at Libertyville, Illinois and shall be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws (without regard to the conflicts of laws provisions) of the State of Illinois. Whenever possible each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note. Whenever in this Note reference is made to Lender or Borrower, such reference shall be deemed to include, as applicable and to the extent permitted by the Loan and Security Agreement, a reference to their respective successors and assigns, and the provisions of this Note shall be binding upon and shall inure to the benefit of such successors and assigns, including, without limitation, a receiver, trustee or debtor in possession of or for Borrower.

Lender may at any time transfer this Note and Lender's rights in any or all of the Collateral. Any transfer by Lender of its rights in any Collateral shall relieve Lender from all liability with respect to such Collateral.

BORROWER

«**APL_NAME**»

Date: «**SIGN_DATE**»

VEHICLE LEASE AGREEMENT Schedule of Vehicles

Lease No.:

LESSOR		LESSEE			
Name	Snap-on Credit LLC	Ph	888-846-8122	Name	Ph
Addresses	950 Technology Way, Suite 301, Libertyville, IL 60048 2801 80th St. Kenosha, WI, 53143		Address		
Salesperson Name & LIC#					
DESCRIPTION OF LEASED VEHICLE: <<New ___ Used ___>>					
Year / Make	Model/Body Type	Vehicle I.D.	Vehicle Supplier	Maintenance Contract	
VEHICLE LOCATION (If different from Lessee's address above)		REQUIRED INSURANCE (for each Vehicle)			
Address: City: _____ State _____ Zip: _____		Minimum Limits of Liability: \$1,000,000 bodily injury to 1 person \$1,000,000 bodily injury any 1 accident \$1,000,000 property damage, plus uninsured motorist		All Risk: 1. Full comprehensive (fire and theft) with \$1,000 max. deductible. 2. Full collision, with \$1,000 max. deductible.	
LEASE TERM	RENT PAYMENTS	ADVANCE RENT AND SECURITY DEPOSIT		PURCHASE OPTION	
___ calendar months, plus any interim period	\$ _____ per month in advance for the first month, followed by \$ _____ per month for the next _____ months. Total rental payments for the Term are \$ _____.	An amount equal to one (1) monthly rent payment being payable at the time of signing this Lease in the total amount of \$ _____, together with a security deposit equal to one (1) monthly rent payment.		<input type="checkbox"/> \$ _____	

FINANCIAL DISCLOSURES

1. Total Cash Price of Equipment		\$
2. A. Down Payment	\$	
B. Trade-in Allowance Allowance given by vehicle Provider	\$	
C. Total Reduction (Line 2A + 2B)		\$
3. Unpaid Cash Balance (Line 1 - 2C)		\$
4. Other Charges—Specify Item & Amount		
A. Insurance	\$	
B. Official Fees	\$	
C. Upfront Taxes	\$	
D. Delivery & Other Fees	\$	
E. Amount of Other Charges Paid Separately	\$	
F. Total Other Charges (Line 4A + 4B + 4C + 4D - 4E)		\$
5. Lease (Principal) Balance (Line 3 + 4F)		\$
6. Lease Charges (Finance Charge)		\$
7. Total Amount Payable by Lessee (Line 1 + 4F + 6)		\$
8. Total Amount Payable by Lessee Excluding Down Payment & Trade Allowance (Line 7 - 2C - 4E)		\$

(DISCLOSURES Continued)

WARRANTY INFORMATION:

Check applicable boxes. Refer to separate document for coverages and exclusions.

Dealer Warranty:

<input type="checkbox"/> AS IS – NO WARRANTY Dealer disclaims all warranties including implied warranties of merchantability and fitness for a particular purpose. See Section 6 for additional disclaimers and disclosures.	Term: (If Known) ____ (Months) ____ (Miles) Whichever comes first
<input type="checkbox"/> Limited Warranty Refer to separate warranty document for coverages and exclusions.	
Percent of retail repair costs to be paid by You _____%	Deductible to be paid by You \$ _____

Manufacturer Warranty:

<input type="checkbox"/> New Vehicle Warranty <input type="checkbox"/> Expired <input type="checkbox"/> Not known <input type="checkbox"/> Cancelled due to salvage or other vehicle history. <input type="checkbox"/> Remaining vehicle mfr warranty – Call the mfr or refer to warranty booklet for details	Expiration: (If Known) ____ (Months) ____ (Miles) Whichever comes first
Percent of retail repair costs to be paid by You _____%	Deductible to be paid by You \$ _____
Transfer fee to be paid by You \$ _____	Pay to: <input type="checkbox"/> Mfr <input type="checkbox"/> Dealer

Service Contract Information:

<input type="checkbox"/> Service Contract Term: _____(months) _____(miles), whichever comes first. Percent of retail repair costs to be paid by You: _____% Deductible to be paid by You \$ _____
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ANTICIPATED VEHICLE DELIVERY DATE: _____ REGARDLESS OF REASON, IF THE VEHICLE ORDERED BY THE LESSEE IS NOT AVAILABLE FOR DELIVERY WITHIN 15 CALENDAR DAYS AFTER ANTICIPATED DELIVERY DATE, THE LESSEE MAY CANCEL THIS LEASE AND SHALL WITHIN ONE BUSINESS DAY, RECEIVE A FULL REFUND OF ANY DOWN PAYMENT AND RETURN OF TRADE-IN VEHICLE, OR TITLE FOR TRADE-IN VEHICLE, OR BOTH IF THE TRADE-IN IS NOT AVAILABLE, THE LESSEE SHALL RECEIVE THE TRADE-IN ALLOWANCE. UNLESS DELIVERY DATE IS OTHERWISE QUALIFIED ON THIS CONTRACT BY THE LESSOR, IF THE ORDERED VEHICLE BECOMES AVAILABLE FOR DELIVERY PRIOR TO THE STATED ANTICIPATED DELIVERY DATE, THE DEALER LICENSEE MAY REQUIRE ACCEPTANCE NOT LESS THAN 21 CALENDAR DAYS AFTER HAVING NOTIFIED THE LESSEE OF AVAILABILITY OF DELIVERY AND MAY SUBSEQUENTLY VOID THE CONTRACT IF THE LESSEE REFUSES TO TAKE DELIVERY, IN WHICH CASE NO PENALTY SHALL BE ASSESSED BY THE DEALER LICENSEE FOR NON-ACCEPTANCE OF DELIVERY PRIOR TO THE STATED ANTICIPATED DELIVERY DATE.

BUSINESS PURPOSE LESSEE WARRANTS THAT THE DESCRIBED EQUIPMENT IS BEING LEASED FOR USE PRIMARILY AS EQUIPMENT IN THE COMMERCIAL CONDUCT AND OPERATION OF LESSEE'S TRADE AND BUSINESS AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES. LESSEE HAS KNOWLEDGE OF, AND HAS BEEN OFFERED THE EQUIPMENT AT, ITS CASH PRICE AND HAS ELECTED

TO LEASE THE EQUIPMENT IN LIEU THEREOF. LESSEE ACKNOWLEDGES ITS SIGNATURE HERETO CAN BE CONSIDERED BINDING BY LESSOR UPON ACCEPTNACE.

INSURANCE: Physical Damage Insurance covering the Equipment is required under the terms of this Lease and Liability Insurance coverage for bodily injury and property damage caused to others is required under the terms of this Lease. Lessee may obtain Physical Damage Insurance coverage and Liability Insurance coverage from any source acceptable to Lessor.

CREDIT INSURANCE IS NOT REQUIRED by this Agreement.

OFFICIAL AND/OR SERVICE FEES are not required by law, but may be charged to vehicle lessees for services or reimbursements related to perfection of security or ownership interests or for services related to state and federal laws, verification requirements, public safety concerns, and must be reasonable.

Contact the selling motor vehicle dealer to discuss any questions or problems about your vehicle or this contract. If you are unable to resolve any disputes with the dealer, you may contact: Division of Motor Vehicles, Dealer Section, Wisconsin Department of Transportation, P.O. Box 7909, Madison, Wisconsin, 53707. The Dealer Section licenses motor vehicle dealers and administers the administrative regulations governing consumer protection in vehicle sale transactions, Ch. Trans 139, Wis. Admin. Code.

TERMS AND CONDITIONS

1. Purchase: Lease. Lessee hereby requests Lessor to purchase the motor vehicles and other equipment (the "Vehicles") described in the above Schedule from the supplier listed in the above Schedule and to Lease the Vehicles to Lessee on the terms and conditions of this Lease. Lessor hereby leases to Lessee, and Lessee leases from Lessor, the Vehicles.

2. Term. The term of this Lease (the "Term") shall commence on the date on which Lessee executes the acceptance certificate attached hereto (the "Acceptance Certificate") and end on the same day of the month as the commencement day of the last month of the number of calendar months stated in the above Schedule, unless extended by agreement of the parties. Notwithstanding the foregoing, this Lease shall continue until the earlier of (a) the scheduled expiration of the Term or any extended Term, (b) the date this Lease is terminated under Paragraph 16 or Paragraph 23, (c) the date that Lessee makes the payment described in Paragraph 11, or (d) the date this Lease is prepaid under Paragraph 22 of this Lease. All provisions of this Lease shall apply during any extended Term except as may be otherwise specifically provided in this Lease, in a schedule to this Lease or in any subsequent written agreement of the parties.

3. Rent. Lessee shall pay Lessor or Lessor's designee the total rent for the Term of this Lease, which shall be the total amount of all rent payments stated in the above Schedule, plus such additional rent as may arise. All monthly rent payments shall be payable in advance, in cash or by check, commencing on the date on which Lessee executes the Acceptance Certificate and on the same day of each month thereafter, whether or not Lessor has rendered an invoice therefore, at the office of Lessor set forth herein or to such other place as Lessor may from time to time designate in writing. Lessor may designate an assignee or other designee for receipt of payment of rent. Provided Lessee has paid both the Advance Rent and the Security Deposit, and thereafter agrees and pays Lessor through a weekly automatic deduction from Lessee's bank account an amount calculated to equal the annual rent paid in weekly installments together with any maintenance fees, Lessor will agree to accept 23.095% of the monthly rent payment each and every week of the Term commencing with the first week of the first month of the Term of this Lease, and payable each and every week of the Term thereafter on the same day of the week. Weekly payments of rent are payments in advance; however, provided Lessee is paying through automatic deduction Lessor will permit even weekly payments and not require the full monthly payment to be paid in advance each month. In the event Lessee terminates the automatic deduction method of payment, Lessee shall immediately owe the amount due to equal the monthly rent due in advance and shall thereafter resume payments as provided above. In the event

Lessee requests, and Lessor grants, a payment extension, Lessee shall pay, as additional rent, and extension fee of \$50 per month (or \$11.54 per week) for each month (or week) of the applicable extension.

4. Advance Rent. Lessor acknowledges receipt of any "Advance Rent" and any "Security Deposit" set forth in the above Schedule. In no event shall any Advance Rent or any other payments that are due be refunded to Lessee.

5. Security Deposit. Lessee agrees to pay Lessor on the date hereof an amount equal to one (1) monthly rent payment as set forth in the above Schedule ("Security Deposit"), which sum shall be held by Lessor, without obligation for interest, as security for the full, timely and faithful performance of your covenants and obligations under this Lease, it being expressly understood and agreed that such payment is not a measure of Lessor's damages in the event of Lessee's default. Upon the occurrence of any default by Lessee, Lessor may, from time to time, without prejudice to any other remedy provided herein or provided by law, use such fund to the extent necessary to make good any arrears of rent payments or other payments due us hereunder, and any other damage, injury, expense or liability caused by any event of Lessee's default. Lessee is responsible for payment of any shortfall in rent payments. In the event the Security Deposit is waived at the time this Lease was entered into, Lessee hereby agrees to remit to Lessor the Security Deposit within 5 days after becoming a Snap-on Franchisee.

6. Lease Supersedes Purchase Order; Selection Of Vehicles; Disclaimer Of Warranties. Upon execution hereof by Lessee, this Lease supersedes any purchase order of Lessee with respect to the Vehicles, Lessee agrees that its interest in the Vehicles is the interest of a Lessee and not of an owner, and Lessee assigns to Lessor Lessee's rights under any purchase order with respect to the Vehicles but not the Lessee's obligation to pay for the Vehicles unless Lessee furnishes Lessor with the Acceptance Certificate, supplied by Lessor, in accordance with Paragraph 6. Lessee has selected both the Vehicles and the supplier from which Lessor may purchase the Vehicles. **LESSEE ACKNOWLEDGES THAT LESSOR HAS NO EXPERTISE OR SPECIAL FAMILIARITY WITH RESPECT TO THE VEHICLES. LESSEE AGREES THAT THE VEHICLES LEASED HEREUNDER ARE LEASED "AS IS, WHERE IS," AND ARE OF SPECIFICATIONS SELECTED BY LESSEE. LESSEE IS SATISFIED THAT THE VEHICLES ARE SUITABLE FOR LESSEE'S PURPOSES. LESSOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING PATENT INFRINGEMENT, CONDITION, QUALITY OR DESIGN OF THE VEHICLES, THEIR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, THE SUITABILITY OF THE VEHICLES IN ANY RESPECT OR IN CONNECTION WITH, OR THE PURPOSES AND USES OF, LESSEE, THE CONFORMITY OF THE VEHICLES TO ANY LAW, RULE, REGULATION, SPECIFICATION, CONTRACT OR PURCHASE ORDER RELATING THERETO, OR AS TO LESSOR'S TITLE THERETO, LESSEE'S RIGHT TO THE QUIET ENJOYMENT THEREOF OR AS TO THE EXISTENCE OF ANY CLAIM OF ANY OTHER PERSON THERETO. LESSEE HEREBY WAIVES ANY CLAIM AGAINST LESSOR IN CONNECTION WITH OR ARISING OUT OF THE OWNERSHIP, LEASING, FURNISHING, PERFORMANCE OR USE OF THE VEHICLES AND LESSOR SHALL HAVE NO LIABILITY FOR ANY LOSS, DAMAGE OR EXPENSE OF ANY KIND OR NATURE WHATSOEVER RELATING THERETO, INCLUDING, WITHOUT LIMITATION, ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.** Any warranty with respect to the Vehicles has been made in writing by the supplier and/or manufacturer separate from, and is not a part of, this Lease and shall be for the benefit of Lessor, Lessee and, if any, Lessor's purchaser or secured party. If any Vehicle is damaged in transit, is not timely delivered, does not operate as represented or warranted by the supplier and/or manufacturer, or is unsatisfactory for any reason, Lessee shall make any claim on account thereof solely against the supplier and/or manufacturer and shall, nevertheless, pay Lessor all rent payable under this Lease and shall not set up against Lessee's obligations any such claims as a defense, counterclaim, set-off or otherwise. As long as Lessee is not in breach or default of this Lease, Lessor hereby assigns to Lessee, solely for the purpose of making and prosecuting any such claim, any rights which Lessor may have against the supplier and/or manufacturer for breach of warranty or other misrepresentation respecting the Vehicles. All proceeds of any warranty recovery by Lessee from the supplier and/or manufacturer of the Vehicles shall first be used to repair or replace the affected Vehicle; any excess shall be paid to Lessor or, if any, to Lessor's purchaser or secured party. **LESSEE ACKNOWLEDGES AND AGREES THAT NEITHER THE SUPPLIER NOR ANY SALESPERSON, EMPLOYEE, REPRESENTATIVE OR AGENT OF THE SUPPLIER IS AN AGENT OR REPRESENTATIVE OF LESSOR, AND THAT NONE OF THE ABOVE IS AUTHORIZED TO WAIVE OR ALTER ANY TERM, PROVISION**

OR CONDITION OF THIS LEASE, OR MAKE ANY REPRESENTATION OR WARRANTY FOR LESSOR WITH RESPECT TO THIS LEASE OR THE VEHICLES LEASED HEREUNDER. Lessee further acknowledges and agrees that Lessee, in executing this Lease, has relied solely upon the terms, provisions and conditions contained herein, and any other statements, warranties or representations, if any, by the supplier, or any salesperson, employee, representative or agent of the supplier, have not been relied upon and shall not in any way affect Lessee's obligation to pay rent and otherwise perform as set forth in this Lease.

7. Delivery; Acceptance. Lessee acknowledges that, for purposes of receiving or accepting the Vehicles from the supplier thereof, Lessee is acting on Lessor's behalf. Upon delivery of each Vehicle to Lessee and Lessee's inspection thereof, Lessee shall furnish Lessor with the Acceptance Certificate with respect to such Vehicle; provided, however, that the parties agree that five days is a reasonable period of time for Lessee to inspect the Vehicles. Therefore, unless Lessee notifies Lessor to the contrary, Lessee shall be deemed to have unconditionally accepted each Vehicle five days after physical delivery thereof to the Vehicle location as may be noted on the supplier's or manufacturer's invoice. Lessee agrees to hold Lessor harmless from specific performance of this Lease and from damages if for any reason any Vehicle is not delivered as ordered or if any Vehicle is unsatisfactory for any reason whatsoever. Lessee agrees that any delay in delivery of any Vehicle shall not affect the validity of this Lease.

8. Location; Inspection; Use. The Vehicles shall be delivered to Lessee and thereafter parked at the location specified on the Schedule at the beginning of this Lease or at such other location as is authorized by the Lessor which Lessee shall report to Lessor. Lessee shall use the Vehicles solely for business purposes and in a careful and proper manner, and shall comply with all laws, regulations and ordinances, all conditions and requirements of the insurance required to be maintained hereunder and all manufacturer's instructions and warranty requirements Lessee shall affix and maintain Lessor's labels, if supplied by Lessor, upon a visible place on the Vehicles. Lessor shall have the right from time to time, during reasonable business hours, to enter upon Lessee's premises for the purpose of inspecting the Vehicles.

9. Maintenance; Alterations. Lessee shall, at Lessee's expense, maintain the Vehicles in good operating condition, repair and appearance and properly serviced and lubricated, furnish all parts and labor required to keep the Vehicles in such condition, protect the same from deterioration, other than normal wear and tear, and only use the Vehicles in the regular course of Lessee's business and within normal capacity. Lessee shall not make any modification, alteration or addition to the Vehicles without the prior written consent of Lessor, and then all such modifications, alterations and additions shall belong to Lessor and shall be returned to Lessor with the Vehicles upon the expiration or earlier termination of this Lease. If so indicated in the Schedule at the beginning of this Lease, Lessee shall enter into a Van Maintenance Agreement in a form acceptable to the Lessor, in the Lessor's sole discretion, and cause the Vehicles to be maintained pursuant to the Van Maintenance Agreement.

10. Insurance. Lessee agrees to maintain the insurance described in the Schedule at the beginning of this Lease AT ALL TIMES in full force and effect and written by an insurance company acceptable to Lessor, which insurance shall provide full breach of warranty protection to Lessor and be primary insurance coverage, protecting the interests of Lessor and Lessee. Lessor, its successors and assigns, must be named "ADDITIONAL INSURED" as to liability insurance up to \$1,000,000 if required by Lessor and "LOSS PAYEE" as to all risk insurance. All policies shall provide 30 days' advance written notice to Lessor of cancellation, change or non-renewal. Lessee shall pay all premiums for such insurance and shall deliver to Lessor the original policy or policies of insurance or other evidence satisfactory to Lessor of the insurance required hereby and the renewal thereof; provided, however, that Lessor shall be under no duty to ascertain the existence of or to examine such insurance policy or to advise Lessee in the event such insurance coverage shall not comply with the requirements hereof. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of, and execute and endorse all documents, checks or drafts received in payment for loss or damage under any such insurance policy. If Lessee shall fail to procure, maintain or pay for such insurance, Lessee agrees that Lessor shall have the right, but not the obligation, to obtain such insurance on behalf of, and at the expense of, Lessee and Lessee agrees to pay all costs thereof with the next rent payment.

11. Loss or Damage. Lessee shall bear the entire risk of loss, theft, destruction or damage to each Vehicle (herein, "Loss or Damage") from any cause whatsoever, from and after the earliest of the date on which (a) such Vehicle is ordered, (b) Lessor pays the purchase price of the Vehicle, or (c) title to the Vehicle passes to Lessor, and continuing until such Vehicle is returned to Lessor. No Loss or Damage shall relieve Lessee of the obligation to pay rent or of any other obligation under this Lease. In the event of Loss or Damage, Lessee shall promptly notify Lessor in writing and, at the option of Lessor, shall (i) place the same in good condition and repair; (ii) replace the same with a like Vehicle of equivalent value, in good condition and acceptable to Lessor with clear title thereto in Lessor, whereupon such Vehicle shall be subject to this Lease and be deemed a Vehicle for all purposes hereof; or (iii) pay to Lessor on the rent payment date next following such event the total of the following amounts: (1) the total rent and other amounts due and owing at the time of such payment, plus (2) an amount calculated by Lessor which is the present value (using a discount rate equal to the implicit Lease rate of this Lease, as determined by Lessor in Lessor's reasonable discretion (the "Discount Rate")) of all rent and other amounts payable by Lessee with respect to such Vehicle from the date of such payment to the date of the scheduled expiration of the Term, plus (3) Lessor's estimate of the Vehicle's residual value as determined by Lessor in Lessor's reasonable discretion as of the scheduled expiration of the Term which in no event shall be less than the amount set forth in the Purchase Option box at the beginning of this Lease ("Residual Value"). All proceeds of insurance received by Lessor as a result of such Loss or Damage shall, where applicable, be applied toward the replacement or repair of the Vehicle or the payment of the obligations of Lessee hereunder.

12. Taxes; Expenses. Lessee shall comply with all laws and regulations relating to, and shall promptly pay when due, all license fees, registration fees, sales taxes, franchise taxes, use and property taxes, assessments, charges and other taxes, municipal, state and federal, which may now or hereafter be imposed upon the ownership, titling, possession, leasing, renting, operation, control, use, maintenance, location, delivery and/or redelivery of, the Vehicles and prepare and/or file, upon request by Lessor, any schedules required by taxing authorities in connection therewith. In addition, Lessee agrees to pay all costs, expenses, fees and charges incurred in connection with the titling, licensing and registration of the Vehicles, and in connection with the use and operation thereof during the Term, including, but not limited to, fuel, oil, lubricants, repairs, maintenance, tires, tubes, storage, parking, tolls, fines, towing and servicing. In the event Lessee does not pay all sums specified above, Lessor has the right, but not the obligation, to pay the same. If Lessor shall so pay any of the aforementioned, then Lessee shall remit such amount with the next rent payment.

13. Return. Unless Lessee has renewed this Lease or purchased the Vehicle pursuant to the terms and conditions of this Lease, upon the termination of this Lease, Lessee shall, at Lessee's own expense and risk, promptly return the Vehicles by delivering such Vehicles, prepared for shipment, to such location in the continental United States as Lessor may specify, fully serviced and in the same condition as received, reasonable wear and tear excepted. In the event Lessee does not return any Vehicle as provided herein, Lessee shall pay to Lessor the rent specified herein on a prorated basis for each day Lessee fails to return such Vehicle. The acceptance of said rent by Lessor shall not waive Lessor's right to have such Vehicle promptly returned to Lessor pursuant to the provisions hereof, nor shall the acceptance of said rent be deemed to be an extension of the Term of this Lease. In the event such vehicle is re-sold or placed under a new lease results in proceeds that would be required by law to be paid to Lessee, then Lessor prior to any such payment shall be entitled to collect (in addition to any amounts due for wear & tear, refurbishment, out of pocket costs, fees, etc.,) a remarketing fee of up to 2.5% of the total present resale value realized for such Vehicle.

14. General Indemnity. Lessee shall, and does hereby, indemnify and save Lessor, its agents, employees, successors and assigns, harmless from any and all liability, obligations, losses, damages, penalties, claims, suits, strict liability in tort, cost and expenses, including attorney's fees, arising out of the ownership, selection, location, possession, leasing, renting, operation, control, use, maintenance, repair, delivery and/or redelivery of the Vehicles, including, without limitation, any claim alleging latent and other defects, whether or not discoverable, and any other claim arising out of strict liability in tort, and any claim for patent, trademark or copyright infringement. The indemnities and assumptions of liabilities and obligations herein provided for shall continue in full force and effect notwithstanding the expiration or other termination of this Lease. Any indemnity payment hereunder shall be adjusted to preserve Lessor's anticipated net after-tax economic return with respect to the leasing of the Vehicles.

15. Default. Any of the following events or conditions shall constitute an event of default hereunder: (a) if Lessee fails to pay any rent or other monies or charges, or fails to observe any other term or condition of this Lease, on the due date, without notice or demand by Lessor; (b) if Lessee shall cease doing business as a going concern; (c) if Lessee becomes insolvent or makes an assignment for the benefit of creditors; (d) if a petition is filed by or against Lessee under any applicable bankruptcy laws; (e) if Lessee applies for or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee or such receiver, trustee, conservator or liquidator is appointed without the application or consent of Lessee; (f) if Lessee ceases to be an authorized Snap-on Franchisee, Franchisee or Snap-on Sales Representative or Snap-on Special Representative because of the termination of or the transfer or assignment of rights under Lessee's Franchise Agreement, Franchisee Agreement or other agreement with Snap-on Tools Company LLC or any of its affiliates which authorized Lessee to be a Snap-on Franchisee or Franchisee and does not contemporaneously thereafter enter into another Snap-on Standard Franchise Agreement or Snap-on Gateway Franchise Agreement or become a Snap-on Special Representative or Snap-on Sales Representative; (g) if any statement, representation or warranty heretofore or hereafter furnished by Lessee shall be untrue or unperformed in any material respect; (h) if a creditor of Lessee or any other person or entity attaches or levies execution against Lessee and the attachment or levy is not released within 48 hours; (i) if Lessee makes a bulk transfer of its furniture, fixtures, furnishings or other equipment or inventory; (j) if Lessee breaches any of the terms of any loan or credit agreement, or defaults thereunder, or if the condition of Lessee's affairs shall so change as to, in Lessor's opinion, materially increase the credit risk involved; (k) if any guarantor dies or any event described above occurs with respect to any guarantor; (l) Lessee operates the Vehicle or conducts activities in the vehicle in violation of applicable law; or (m) if Lessee shall default under any other Lease, contract or agreement with Lessor or Snap-on Tools Company LLC or any of its affiliates.

16. Remedies. Upon the happening of any one or more events or conditions of default, Lessor shall have the right to exercise any one or more of the following remedies: (a) to declare all unpaid rent immediately due and payable and to recover the balance of rent and other charges reserved under this Lease, discounted to present value as of the date paid using the Discount Rate, with Lessor retaining title to the Vehicles; (b) to sue for all rent payments due under this Lease as they shall accrue; (c) with or without notice, demand or legal process, to retake possession of the Vehicles under this Lease (Lessee hereby authorizes and empowers Lessor to enter upon the premises wherever each Vehicle may be found) and (i) repossess the Vehicles and retain all rent payments paid hereunder and recover from Lessee the amount of unpaid rent and other charges for the balance of the Term, discounted to present value as of the date paid using the Discount Rate; (ii) re-Lease the Vehicles and recover from Lessee the amount by which the balance of rent and other charges reserved in this Lease for the balance of the Term exceeds the net amount to be received by Lessor for such re-leasing for the same period, discounted to present value as of the date paid using the Discount Rate; or (iii) sell the Vehicles and recover from Lessee the amount by which the balance of the rent and charges reserved in this Lease for the balance of the Term and the Residual Value of the Vehicles, exceeds the net amount received by Lessor from such sales. Lessor may specifically enforce this provision, which is a material inducement to Lessor in entering into this Lease; or (d) to pursue any other remedy permitted by law. No failure on the part of Lessor to exercise, and no delay in exercising any right or remedy hereunder, shall operate as a waiver thereof.

17. Assignment. Without Lessor's prior written consent, Lessee shall not (a) assign, transfer or pledge or otherwise dispose of its interest in this Lease, the Vehicles or any interest therein, or (b) sublet or lend the Vehicles or permit any Vehicle to be used by anyone, other than Lessee or Lessee's employees. Lessor may grant a security interest in or sell or assign this Lease or the rents due under this Lease or grant a security interest in or sell the Vehicles in whole or in part without notice to Lessee, and Lessor's purchaser or secured party may then grant a security interest in or sell this Lease or the rents due under this Lease or the Vehicles, without notice to Lessee. Each such secured party shall have all the rights but none of the obligations of Lessor under this Lease. Lessee shall recognize such sales or security interests, shall not assert against such purchasers or secured parties any defense, counterclaim or set-off Lessee may have against Lessor and shall, at Lessor's request, pay to such purchasers or secured parties all sums due or to become due or owing under this Lease. Notwithstanding any such assignment, Lessee shall quietly enjoy use of the Vehicles, subject to the terms and conditions of this Lease. Lessee will promptly execute and deliver any acknowledgment of the forgoing furnished by Lessor.

18. Ownership; Personal Property. The Vehicles are, and shall at all times remain, owned solely by Lessor or its successors and assigns, and all titles thereto and registrations thereof shall be in the name of Lessor or its successors and assigns. Lessee shall have no right, title or interest in or to the Vehicles, except as to the use thereof subject to the terms and conditions of this Lease.

19. Late Charges. If Lessee fails to pay any rent or other sum to be paid by Lessee to Lessor within ten days after the due date thereof, Lessee shall pay Lessor (a) an amount calculated at the rate of five cents (\$.05) per one dollar (\$1.00) of each such delayed payment, and shall make such payment within ten days after the original due date, as compensation for Lessor's internal operating expenses arising as a result of such failure; (b) amounts paid by Lessor to others relevant to the collection thereof; and (c) interest on such unpaid rent or other amount, at the rate of 10% per annum or such lesser maximum rate as may be fixed by law, computed from and including the due date to the date paid. If any amount is paid by check, ACH or similar instrument from Lessee and it is dishonored for any reason, Lessee agrees to pay the Lessor the costs paid by the Lessor to others because of the dishonor, plus a fee to Lessor of \$25, provided, however, the fee paid to Lessor shall not be greater than the highest amount permitted by applicable law.

20. No Offset. This Lease may not be canceled or terminated for any reason whatsoever, except as expressly provided herein. Lessee agrees that its obligation to pay all rents and other sums payable hereunder and the right of Lessor in and to such rents are absolute and unconditional and are not subject to any abatement, reduction, set-off, defense, counterclaim or recoupment due or alleged to be due to, or by reason of, any circumstance, happening or event whatsoever.

21. End of Term Options. Provided that no event of Default has occurred and is continuing, Lessee shall elect one of the following three options by giving Lessor at least thirty (30) days prior written notice of such election: (a) return the Vehicle(s) in accordance with the Agreement; (b) purchase the Vehicle(s) for the price set forth in the Purchase Option box at the beginning of this Lease; or (c) enter into a lease renewal with Lessor. If Lessee elects to purchase the Vehicle(s), Lessee shall pay Lessor the price set forth in the Purchase Option box at the beginning of this Lease prior to the expiration of the initial Term (plus any applicable taxes and titling fees) and Lessor shall transfer the Vehicle(s) to Lessee on an "AS IS, WHERE AS" basis without representation or warranty of any kind. If Lessee elects to return the Vehicle(s), Lessee shall comply with all provisions of this Lease, including Paragraph 13, and ensure that the Vehicle(s) is returned to the location designated by Lessor prior to the expiration of the initial Term. If Lessee desires to enter into a lease renewal, Lessor and Lessee shall use their good faith efforts to determine an acceptable rental term, payment and end of term option during such thirty (30) day period. If Lessee does not give the thirty (30) day prior written notice of its election or if Lessee and Lessor cannot agree on the terms of a lease renewal, then unless the Lessor elects to terminate the Lease, in its sole discretion, the Term of the Lease shall automatically extend on a month-to-month basis, at the Rent in effect at the expiration of the initial Term, for a period beginning on the last day of the initial Term and ending on the earlier of the day that Lessee and Lessor agree on the terms of a lease renewal or the thirtieth (30th) day after Lessee delivers to Lessor notice that Lessee is electing Option (a) or Option (b) above.

22. Early Purchase Option: If Lessee is not in default of any term or provision of the Lease, Lessee may pay and satisfy this Lease in full and purchase, "AS IS, WHERE IS" with no warranty from Lessor of any kind, all but not less than all of the Vehicles leased hereunder, provided that Lessee has given Lessor written notice of its intention to exercise such purchase option not later than 30 days prior to the purchase date by paying to Lessor: (a) the then present value of the unpaid balance of the remaining rent payments and all other amounts due under the Lease, all discounted at the Discount Rate; plus (b) the amount set forth in the Purchase Option box at the beginning of this Lease; plus (c) a prepayment premium, if not prohibited by law, equal to (i) three (3) monthly rent payments if prepaid on or before the end of the 36 month of this Lease, (ii) two (2) monthly rent payments if prepaid on or after the 37 month and on or before the 60 month of this Lease, or (iii) one (1) monthly rent payment if prepaid after month 60 if this Lease; plus (d) plus all applicable sales, use or other taxes. In no event shall the aforementioned prepayment premium exceed the highest amount allowable under applicable law. Such prepayment premium, represents the costs of prepayment incurred by Lessor, including but not limited to, the Lessor's loss of gross profits. Upon such payment, the Lease shall terminate and Lessee shall become entitled to the Vehicle as owner thereof.

23. Early Termination Option at Termination of Snap-on Business. If Lessee terminates its Snap-on Business for any reason then the Lessee may terminate this Lease upon satisfaction of the following conditions: (a) Lessee is not in default under the terms of this Lease; (b) Lessee gives Lessor written notice fourteen (14) days prior to the termination date; (c) Lessee pays all monthly rent payments, fees, taxes or charges through the end of the month in which the early termination option is elected; (d) Lessee pays costs to ship the Vehicle(s) to a location designated by Lessor at costs not to exceed **\$3,135.00**; (e) Lessee pays any damages for repair to the Vehicle(s) above ordinary wear and tear; and (f) Lessee pays an early termination charge equal to one (1) monthly rent payment. Notwithstanding the foregoing, (a) this early termination option is not available if Lessee remains an authorized Snap-on Franchisee under a different Snap-on Franchise Agreement or as a Standard Franchisee after having been a Trial Franchisee or Gateway Franchisee and (b) Lessee shall remain responsible for all tax bills and other amounts due (such as property taxes) that accrue during the term of this Lease and remain unpaid at its termination.

24. Further Assurances; Security Interest. Lessee shall provide Lessor with such resolutions, opinions, financial statements and other documents (including title and Vehicle registration documents and documents for filing or recording) as Lessor may request from time to time. **LESSEE HEREBY APPOINTS LESSOR OR ITS ASSIGNEE ITS TRUE AND LAWFUL ATTORNEY-IN-FACT TO EXECUTE ON BEHALF OF LESSEE ALL FINANCING STATEMENTS, SECURITY DOCUMENTS AND VEHICLE REGISTRATION AND LIEN DOCUMENTS WHICH, IN LESSOR'S DETERMINATION, ARE NECESSARY TO SECURE LESSOR'S INTEREST IN SAID VEHICLES.** Lessee hereby grants Lessor a security interest in the Vehicles and other property Leased hereunder and proceeds thereof, including all proceeds of the re-lease, sale or disposition of the Vehicles and other property. Further, to the extent permitted by and subject to applicable law, Lessee hereby grants Lessor or its agent or assigns the power of attorney and right to sign on behalf of Lessee and file or record any and all such financing statements or security documents and vehicle registration and lien documents as may be necessary to perfect and maintain Lessor's security interest granted under this Lease.

25. Miscellaneous. All obligations of Lessee, if more than one, shall be joint and several. Lessee shall provide Lessor with a copy of Lessee's annual financial statements, including balance sheet and profit and loss statement, within 90 days after the close of Lessee's business year, in addition to any other information normally provided by Lessee to the public and/or any other financial data or information relative to this Lease and the Vehicles as Lessor may from time to time reasonably request. This Lease shall be binding upon the parties, their successors, legal representatives and assigns, and is a valid and subsisting legal instrument, and no provision which may be deemed unenforceable shall in any way invalidate any other provision or provisions, all of which shall remain in full force and effect. All paragraph headings are inserted for reference purposes only and shall not affect the interpretation or meaning of this Agreement. This instrument constitutes the entire contract between the parties hereto, and no representation, oral or written, shall constitute an amendment hereto unless signed in writing by Lessor. Any amendment, modification, waiver or extension hereunder must be in writing and signed by the parties hereto. Time is of the essence in this Lease and each and all of its provisions.

26. Uniform Commercial Code Article 2A Provisions. Lessee agrees that if this Lease is a "Finance Lease" under Article 2A of the Uniform Commercial Code, Lessee acknowledges that: (i) Lessor did not select, manufacture or supply the Vehicles, but Lessor did purchase the Vehicles for lease to Lessee; and (ii) Lessor has given Lessee the name of the supplier of the Vehicles. Lessor hereby notifies Lessee that Lessee may have rights under the supply contracts and that Lessee may contact the supplier for a description of those rights or any warranties. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON LESSEE UNDER UNIFORM COMMERCIAL CODE SECTIONS 2A-303 AND 2A-508 THROUGH 522, AS IN EFFECT FROM TIME TO TIME.**

27. Alternative Dispute Resolution. If the Lessor has established an alternative non-binding dispute resolution and/or mediation procedure, Lessee agrees to submit to this procedure prior to and as a condition of commencing any arbitration under Paragraph 28 below.

28. Arbitration: Limitations of Damages and Time Periods; Other Dispute Resolution Provisions.

(a) All Claims between or among the Lessee, Lessor or any of the other Persons Subject to Arbitration (including, without limitation, Claims relating to the interpretation, entry into or performance of this Lease) shall be resolved by final and binding arbitration as the sole and exclusive remedy; except that certain Claims may be litigated in court as described in Paragraph 28(b), below. Judgment on the arbitrator's award may be entered in any court of competent jurisdiction. This arbitration clause shall be governed by and interpreted in accordance with the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.*

(b) In addition to arbitration, Lessee, Lessor and any of the other Persons Subject to Arbitration may seek from any court of competent jurisdiction: (i) a judgment or order on whether the Lessor may exercise the remedy in Paragraph 16(c), above, to repossess the Vehicle, in which case the only relief shall be a judgment or order regarding repossession of the Vehicle and the only evidence admissible in the court proceeding shall be whether any one or more of the events or conditions default specified in Paragraph 15, above, have occurred (and all other issues, Claims and evidence shall be subject to arbitration); and/or (ii) injunctive or other provisional non-monetary relief to stop or prevent a breach or violation of this Lease. To the fullest extent permitted by applicable law, the Lessee, the Lessor and each of the Persons Subject to Arbitration **WAIVE THE RIGHT TO A JURY TRIAL** in any litigation conducted in connection with this Lease.

(c) Except as otherwise expressly provided in this Paragraph 28, arbitration under this Lease shall be conducted according to the commercial arbitration rules of the American Arbitration Association in effect as of the date the demand for arbitration is filed. The arbitration shall be filed in and conducted at the office of the American Arbitration Association nearest the Snap-on Regional Sales Office to which Lessee was assigned most recently prior to the ~~disputed~~ demand for arbitration; provided, however, if such office is outside the state in which the Lessee resides, Lessee may cause the arbitration to be held within Lessee's state of residence at a place mutually convenient to the parties and the arbitrators. Except to the extent prohibited by applicable law, any demand for arbitration must be filed with the American Arbitration Association within **ONE (1) YEAR** after the date the person or entity asserting the Claim first knows or reasonably should know of the act, omission or default giving rise to the Claim. (If applicable law prohibits a one-year limitations period for asserting Claims, then the Claim must be asserted within the shortest time period in excess of one year that is permitted by applicable law.) Except to the extent prohibited by applicable law, there shall be no right to any remedy for Claims not filed within the one-year time limit (or the shortest time period longer than one year if required by applicable law).

(d) The arbitrator shall not have authority to award, and neither the Lessee, the Lessor or any of the other Persons Subject to Arbitration shall be liable for, punitive, multiple or exemplary damages for any Claims.

(e) No arbitration under this Lease shall be joined to an arbitration involving any other current or former lessee or Snap-on Franchisee or Franchisee. No finding or stipulation of fact in any other arbitration, judicial or similar proceeding may be given preclusive or collateral estoppel effect in any arbitration hereunder, and no conclusion of law in any other arbitration may be given any weight in any arbitration hereunder, except to the extent such finding, stipulation or conclusion was determined in another proceeding between or among the Lessee, Lessor and any of the other Persons Subject to Arbitration.

(f) By agreeing to arbitrate in accordance with this Lease, the parties desire to provide for an alternative to litigation of Claims with full recognition that they are giving up certain rights, including the right to (i) conduct a court trial for most matters or a jury trial for all matters, (ii) apply formal rules of evidence, (iii) appeal the arbitrator's decision on most matters, (iv) receive an award of additional damages that might otherwise be available, (v) assert Claims during a statute of limitations period that may be longer than one year, (vi) assert Claims through class proceedings involving other lessees or Snap-on Franchisees or Franchisees and any economics of scale that might result, and (vii) receive any precedential value of determinations made in proceedings involving other lessees or Snap-on Franchisees or Franchisees.

(g) The following terms are defined for purposes of this Lease: the term "**Claim**" or "**Claims**" means disputes, causes of action (in law or in equity), suits, debts, liens, agreements, liabilities, claims, demands, damages, losses, expenses, attorneys' fees, costs or expenses, of any nature whatsoever, whether known or unknown, suspected or unsuspected, fixed or contingent, and whether based on principles of tort, contract, statute, regulation, common law, or otherwise (including contribution); the term "**Persons Subject to Arbitration**" means individually and collectively, (A) Lessee, (B) any person or entity in privity with or claiming through, on behalf of or in the right of Lessee, (C) Lessor, (D) any past, present or future affiliate, employee, officer, director or agent of Lessor, and/or (E) any person or entity alleged to be acting in concert with or to be jointly liable with any of the foregoing or whose Claim or liability arises out of his or its relationship with any of the foregoing. Persons in privity

with or claiming through, on behalf of or in the right of Lessee include, but are not limited to, spouses and other family members, heirs, executors, representatives, successors and assigns. Lessor's affiliates include, but are not limited to, its parent and subsidiary corporations, joint ventures, and any other person or entity that controls, is controlled by or is under common control with Lessor.

29. Notices. Any written notice or demand under this Lease may be given to a party by mailing it to the party at its address set forth herein, or at such address as the party may provide in writing from time to time. Notice or demand so mailed shall be effective when deposited in the United States mail duly addressed and with postage prepaid.

30. Expenses of Enforcement. Lessee shall pay to Lessor all costs and expenses, including reasonable attorneys' fees and fees of collection agencies, incurred by Lessor in exercising any of its rights or remedies hereunder or in enforcing any of the terms or provisions hereof, whether or not suit is brought.

31. Effect of State Laws; Severability. It is agreed that the rights of the parties under this Lease shall be governed by the laws of the State of Illinois, excluding its conflict of laws principles except to the extent the Federal Arbitration Act governs Paragraph 28, above. Each article, paragraph, subparagraph, term, and condition of this Lease, and any portions thereof, shall be considered severable. If, for any reason, any portion of this Lease is determined to be invalid, contrary to, or in conflict with, any applicable present or future law, rule, or regulation in a final, unappealable ruling issued by any court, agency, or tribunal with valid jurisdiction in a proceeding to which Lessor is a party, that ruling shall not impair the operation of, or have any other effect upon, any other portions of this Lease; all of which shall remain binding on the parties and continue to be given full force and effect. Any invalid portion shall be deemed not to be a part of this Lease as of the date upon which the ruling becomes final, if Lessee is a party to such proceedings, or upon Lessee's receipt of notice of nonenforcement from Lessor.

32. Considerations Regarding Trade-in Title, or Clearing Title. This transaction is voidable at the option of Lessor if the certificate of title to any trade-in vehicle, or to the leased vehicle, respectively, contains information which materially affects the value of such vehicle and is not disclosed in writing prior to this Lease. If any lien or lease payoff on an owned or leased trade-in is estimated, the net amount of any trade-in will be adjusted to reflect the total all-in cost of obtaining clear title, and Lessee will accept the change in capitalized costs and change in payment amounts based on the implicit rate in this Lease.

33. Notice of Collateral Assignment {deleted if not applicable}. Lessor hereby advises Lessee that Lessor has entered into a lease (the "Head Lease") with _____ ("XXXX") pursuant to which XXXX, as lessor has leased the Vehicles to Lessor, as lessee. This Lease is a sub-lease of the Vehicles by Lessor to Lessee. **Lessor hereby notifies Lessee that Lessor has collaterally assigned this Lease (which is a sub-lease) to XXXX, its successors and assigns, (collectively, the "Assignee"), which shall have all of the rights and remedies of Lessor under this Lease and with respect to the Equipment (but none of Lessor's obligations) following the occurrence of an event of a default under the Head Lease. Lessee acknowledges and agrees to such assignment. Lessor and Lessee further acknowledge and agree that Assignee is an intended third party beneficiary of this Section 33 and this Lease, entitled to enforce the provisions of this Lease, and Lessor shall deliver to Assignee the complete and correct originally-executed authoritative copy of this Lease that is identified as the chattel paper original on the signature page thereof.** If Lessor is in default under the Head Lease, then Assignee may in its sole discretion inform Lessee in writing of such event of default, and in such event, Lessee hereby agrees: (i) to advise Assignee of the location of the Vehicles; (ii) upon notice, to cooperate with the Assignee to promptly arrange for inspection of the Vehicles during reasonable business hours; and (iii) upon thirty days written notice from Assignee, commencing on the next rent payment date and on each payment date thereafter, pay directly to Assignee any and all rents and other sums due and to become due under this Lease without setoff, abatement, defense or claim. Assignee and Lessor will not interfere with Lessee's quiet enjoyment of the Vehicles so long as Lessee has not defaulted under the terms and conditions of this Lease. If Lessee has defaulted under this Lease and Assignee has notified Lessee that Lessor has also defaulted under the Head Lease, then in addition to any other rights or remedies available to Assignee, at Assignee's sole discretion, Lessee agrees at the request of Assignee to promptly deliver the Vehicles as directed by Assignee in the condition required under this Lease. If any provisions of this Lease conflict with the provisions of this Section 33, including, without limitation, with respect to the rights, title and or interest of Lessor in or to the Vehicles, this Section 33 shall govern.

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS LEASE. YOU MAY OBTAIN INSURANCE FROM ANY SOURCE ACCEPTABLE TO LESSOR.

NOTICE TO LESSEE: 1. DO NOT SIGN THIS LEASE BEFORE YOU READ IT OR IF IT CONTAINS BLANK SPACES. 2. YOU ARE ENTITLED TO AN EXACT AND COMPLETELY FILLED-IN COPY OF THE LEASE YOU SIGN. 3. KEEP IT TO PROTECT YOUR LEGAL RIGHTS. 4. DO NOT SIGN IF THERE ARE ANY BLANK SPACES.

NOTE: THE UNDERSIGNED LESSEE REPRESENTS AND WARRANTS THAT IT HAS READ ALL DOCUMENTS WHICH ARE PART OF THIS LEASE, THAT IT IS FULLY AWARE OF ALL THE TERMS AND CONDITIONS CONTAINED HEREIN AND THEREIN, THAT ALL REQUIRED ACTION HAS BEEN TAKEN AND THAT ALL DOCUMENTATION HAS BEEN AUTHORIZED TO BE EXECUTED BY THE FOLLOWING SIGNATORIES:

This Lease shall not be binding upon Lessor or become effective until and unless Lessor accepts the same in writing.

LESSEE HEREBY ACKNOWLEDGES RECEIPT OF AN EXACT COPY OF THIS LEASE

LESSEE:

By: _____
Title: _____
Date &
Time: _____

LESSOR: SNAP-ON CREDIT LLC

By: _____
Title: _____
Date &
Time: _____

APPENDIX I.7



AMENDMENT TO VEHICLE LEASE AGREEMENT NO. BETWEEN SNAP-ON CREDIT LLC as Lessor AND _____ as Lessee

This Amendment is attached to and forms part of that certain Vehicle Lease Agreement No. _____ (the "Lease"), between **Snap-on Credit LLC** ("Lessor") and _____ as ("Lessee"). Lessor and Lessee agree as follows:

- A. Definitions. Capitalized terms appearing in this Amendment that are defined in the Lease shall have the same meaning as that given in the Lease unless the term is given a special definition in this Amendment.

- B. Changes to Section 22 titled EARLY PURCHASE OPTION. Section 22 of the lease shall be replaced in its entirety with the following:

"22. Early Purchase Option: If Lessee is not in default of any term or provision of the Lease, Lessee may pay and satisfy this Lease in full and purchase, "AS IS, WHERE IS" with no warranty from Lessor of any kind, all but not less than all of the Vehicles leased hereunder, provided that Lessee has given Lessor written notice of its intention to exercise such purchase option not later than 30 days prior to the purchase date by paying to Lessor: (a) the then present value of the unpaid balance of the remaining rent payments and all other amounts due under the Lease, all discounted at the Discount Rate; plus (b) the amount set forth in the Purchase Option box at the beginning of this Lease; plus (c) a prepayment premium, if not prohibited by law, for a 48 month or longer lease, equal to (i) two (2) monthly rent payments if prepaid on or before the end of the 24th month of this Lease, or (ii) one (1) monthly rent payment if prepaid after month 24th of the Lease; or for leases having a term of less than 48 months, one (1) monthly rent payment if prepaid on or before the end of the term; plus (d) plus all applicable sales, use or other taxes. In no event shall the aforementioned prepayment premium exceed the highest amount allowable under applicable law. Such prepayment premium represents the costs of prepayment incurred by Lessor, including but not limited to, the Lessor's loss of gross profits. Upon such payment, the Lease shall terminate and Lessee shall become entitled to the Vehicle as owner thereof."

- C. Changes to Section 23 titled EARLY TERMINATION OPTION AT TERMINATION OF DEALERSHIP. Section 23 shall not apply to this Lease. Lessee's obligations under this lease shall be unconditional and continuing without setoff.

- D. Except as expressly provided in this Amendment, the Lease shall remain unchanged and in full force and effect.

LESSEE:

By: _____

Title: _____

Date: _____

LESSOR: SNAP-ON CREDIT LLC

By: _____

Title: _____

Date: _____

APPENDIX I.7.



CONTINUING UNCONDITIONAL GUARANTEE

(FOR CORPORATE BORROWER or LIMITED LIABILITY COMPANY BORROWER)

FOR VALUE RECEIVED, and to induce Snap-on Credit LLC, (the "Lender") to lease, lend money, extend credit or provide other financial accommodation, or to continue any of the foregoing, to _____, a _____ corporation or limited liability company [strike one] ("Borrower") the stock of which or all of the membership interest in which is owned by the Guarantor or Guarantors, and in consideration thereof, the undersigned Guarantor or Guarantors (hereafter collectively the "Guarantor") hereby unconditionally absolutely guarantees: (A) the full and prompt payment when due (whether at maturity or by declaration, acceleration or otherwise) and at all times thereafter of all indebtedness, obligations and liabilities of every kind and nature whatsoever of Borrower to Lender howsoever created, arising, acquired, held or evidenced, and whether direct or indirect, primary or secondary, absolute or contingent, joint or several, now or hereafter existing, due or to become due; and (B) the full, prompt and faithful performance and discharge by Borrower of each and every term, condition, agreement, representation and warranty on the part of Borrower contained in any agreement (including any amendment, modification or supplement thereof) relating to any loan, credit or other financial accommodation from Lender to Borrower (all such obligations referred to in (A) and (B) above being hereinafter collectively referred to as the "Liabilities"). The Guarantor further agrees to pay to Lender, upon demand, all costs and expenses, including attorneys' fees, paid or incurred by Lender in collecting or obtaining payment or performance of any Liabilities or in enforcing Lender's rights under or with respect to any agreement or collateral or other security in connection with any Liabilities, or in enforcing this Continuing Unconditional Guarantee (this "Guarantee").

In the event that Borrower fails to pay, perform or discharge the Liabilities when such Liabilities become due and payable (whether by default, acceleration or otherwise), or in the event of the death, incompetency, dissolution, insolvency or bankruptcy of Borrower or the Guarantor or the inability of Borrower to pay its debts as they mature, or in the event of an assignment by Borrower for the benefit of creditors, or the institution of any proceeding by or against Borrower alleging that Borrower is insolvent or unable to pay its debts as they mature, and if such event shall occur at a time when any of the Liabilities may not then be due and payable, the Guarantor agrees to pay to Lender, immediately upon demand, the full amount which would be payable hereunder by the Guarantor if all of the Liabilities were then due and payable and to otherwise perform and discharge such Liabilities.

This Guarantee shall be a continuing, absolute and unconditional guarantee, and shall remain in full force and effect until written notice of its discontinuance shall be actually received by Lender, and also until any and all of said Liabilities created before receiving such notice of discontinuance shall be fully paid, performed or discharged. The death of the Guarantor shall not terminate this Guarantee until written notice of such death shall have been actually received by Lender, and also until all of said Liabilities created before receiving such notice shall be fully paid, performed or discharged.

The liability of the Guarantor under this Guarantee shall not be affected, impaired, reduced, released, limited or modified by any of the following (any or all of which may be done or omitted by Lender in its sole discretion and without notice): (a) any act or failure to act by Lender with respect to Borrower, the Liabilities or any collateral or security therefore; (b) any sale, pledge, surrender, compromise, release, renewal, extension, indulgence, alteration, disposition, exchange, change or modification in or of any of the Liabilities (including, without limitation, any renewal note), any collateral or security for

the Liabilities or any agreement or instrument relating to the Liabilities; (c) the acceptance, rejection or release by Lender of any collateral or security for, any obligor with respect to, or any other guarantee of, any of the Liabilities; (d) any failure, neglect or omission by Lender to realize upon any of the Liabilities or upon any collateral or security therefore (including any failure to protect or insure or to perfect any lien on any such collateral or security); (e) the invalidity or unenforceability of or any irregularity with respect to any Liability; (f) the bankruptcy or insolvency of Borrower or the application to Borrower or its estate of any provision of the United States Bankruptcy Code or any other bankruptcy or insolvency law; (g) the extension of additional loans, credits or other financial accommodations made to Borrower without notice to or approval of the Guarantor; (h) any change in Borrower's name or any merger, acquisition or consolidation involving Borrower; or (i) any other act or failure to act of any kind by Lender, other than the execution and delivery by Lender to the Guarantor of a written document clearly and expressly amending, releasing or canceling this Guarantee.

The Guarantor hereby waives: (a) notice of the acceptance of this Guarantee; (b) notice of the existence, creation, extension or modification of any of the Liabilities, any collateral or other security therefore or any agreement relating thereto; (c) demand, presentment, protest and notice of demand, presentment, protest, nonpayment, dishonor or default, and all other notices whatsoever; and (d) all diligence in collection or protection of or realization upon any Liabilities, any obligation of the Guarantor hereunder or any collateral or other security for any of the foregoing.

This Guarantee is a guaranty of payment and not of collection. There shall be no conditions to the obligation of the Guarantor to pay, perform and discharge any Liabilities upon failure by Borrower to pay, perform or discharge such Liabilities when due (whether at maturity or by declaration, acceleration or otherwise), and Lender shall be under no obligation to seek to obtain payment, performance or discharge from Borrower or any other person or entity or to resort to or seek to realize upon any collateral or any other security or property whatsoever prior to obtaining payment, performance or discharge by the Guarantor on this Guarantee. Lender shall have the exclusive right to determine how, when and what application shall be made of any payments and credits on the Liabilities or under this Guarantee.

Until all of the Liabilities are fully paid, performed and discharged, the Guarantor hereby:

- (a) assigns to Lender as security for the Guarantor's obligations under this Guarantee, and subordinates to the Liabilities, any liabilities, indebtedness and obligations of Borrower held by or owed to the Guarantor, including any collateral or other security therefore,
- (b) assigns to Lender, and agrees that Lender shall have, a security interest in the following business property, assets, rights and interests of Borrower or Guarantor (as applicable), whether now owned or existing or hereafter acquired or arising:
 - (1) Any collateral, including, but not limited to, any goods, equipment, chattel paper, accounts, general intangibles, or any other assets it may now own or hereafter acquire which may constitute Collateral (as such term is defined in (b) (1) through (6), infra), or proceeds of Collateral of Borrower or Guarantor (as applicable) for any amounts owed to Lender by Borrower,
 - (2) All of Borrower's or Guarantor's (as applicable) Accounts (the term "Accounts" as used herein includes, without limitation, all of Guarantor's accounts receivable arising out of the sale or lease of Inventory or other goods or out of the rendering of services), whether or not specifically assigned to Lender;

- (3) All of Borrower's or Guarantor's (as applicable) Inventory (the term "Inventory" as used herein includes, without limitation, all of Borrower's or Guarantor's goods held for sale or lease or being processed for sale or lease, including all materials, work-in-process, finished goods, supplies and other goods customarily classified as inventory), including Inventory at any time in the possession of any bailee;
- (4) All of Borrower's or Guarantor's (as applicable) business equipment (the "Equipment");
- (5) All of Borrower's or Guarantor's (as applicable) goods, vehicles, (including Borrower's or Guarantor's van or truck) furnishings and fixtures wherever located but only to the extent that such items are used primarily in connection with Borrower's or Guarantor's (as applicable) Snap-on Business;
- (6) All of Borrower's or Guarantor's (as applicable) cash, negotiable instruments, documents of title, warehouse receipts, chattel paper, general intangibles, securities, leases, contract rights, certificates of deposit, deposit accounts, cash equivalents, interest or dividends on any of the foregoing, insurance claims, patents, trademarks, good will and other property of any kind or description, wherever now or hereafter located, but only to the extent that such items are used primarily in connection with Borrower's or Guarantor's (as applicable) Snap-on Business; and

Without limiting the foregoing, all substitutions, renewals, improvements and replacements of, and additions and accessions to, the foregoing, and all products and proceeds of the foregoing, including, without limitation, all of the proceeds in any form of Borrower's or Guarantor's (as applicable) Accounts and Inventory, whether specifically assigned to Lender or not. Notwithstanding the foregoing, if Guarantor is an individual, Guarantor's residence, personal, family or household goods and assets not related to or used primarily in connection with Borrower's or Guarantor's (as applicable) Snap-on Business are specifically excluded from the definition of "Collateral." The terms used herein to identify the Collateral shall have the respective meanings assigned to such terms as of the date hereof in the Uniform Commercial Code, as amended, in effect in the state listed in the introductory paragraph as Borrower's address (the "UCC"). The security interest granted hereby shall continue to attach to the Collateral notwithstanding any sale, exchange or other disposition of the Collateral by Borrower or Guarantor (as applicable), except for Inventory sold in the ordinary course of business. The security interest herein granted is to secure the payment of all of Guarantor's obligations to guarantee payment and/or performance to Lender of all of the Liabilities; all costs and expenses, including attorneys' fees, paid or incurred by Lender in collecting or obtaining payment or performance of any Liabilities or in enforcing Lender's rights under or with respect to any agreement or collateral or other security in connection with any Liabilities, or in enforcing this Guarantee and the performance of all of Guarantor's obligations to Lender hereunder; and any and all other obligations of Borrower or Guarantor to Lender of every kind and description, direct or indirect, absolute or contingent, due or about to become due, now existing or hereafter arising.

- (c) waives any rights that the Guarantor may have against Borrower or with respect to the Liabilities or any collateral or other security therefore by reason of any one or more payments or acts in compliance with the obligations of the Guarantor under this Guarantee.

Lender may, without notice, sell, assign or transfer all or any of the Liabilities and, in such event, each and every immediate and successive assignee, transferee or holder of, or any participant in, any of the Liabilities shall have the rights, powers and benefits granted to Lender in this Guarantee, including the right to enforce this Guarantee by suit or otherwise.

In the event that a claim (a "repayment claim") shall be made upon Lender at any time for repayment of any amount received by Lender in payment of any of the Liabilities, whether received from Borrower or the Guarantor, or received as the proceeds of collateral, or otherwise, by reason of: (a) any judgment, decree or order of any court or administrative body having jurisdiction over Lender or any of its property; or (b) any settlement or compromise of any such repayment claim effected by Lender with the claimant (including Borrower), the Guarantor shall remain liable to Lender for any amount repaid pursuant thereto to the same extent as if such amount had never originally been received by Lender, notwithstanding any termination hereof or the cancellation of any note or other instrument evidencing any of the Liabilities.

Except as otherwise provided below, any controversy or dispute arising out of, or relating to this Guarantee including, but not limited to, any claim by Guarantor, or any person in privity with or claiming through, on behalf of or in the right of Guarantor, concerning the entry into, performance under, or termination of, this Guarantee; any claim against a past or present employee, officer, director, agent or affiliate of Lender; any claim of breach of this Guarantee or any agreement between the parties or their respective affiliates (whether existing before or after this Guarantee); and any claims arising under state or federal laws, including any statutes, rules, or regulations, shall be submitted to final and binding arbitration as the sole and exclusive remedy for any such controversy or dispute. Unless prohibited by applicable law, any claim shall be made by filing a written demand for arbitration within one (1) year following the conduct, act or other event or occurrence first giving rise to the claim; otherwise, the right to any remedy shall be forever barred. Persons in privity with or claiming through, on behalf of or in the right of Guarantor include, but are not limited to, spouses and other family members, heirs, executors, representatives, successors and assigns. GUARANTOR AND LENDER ACKNOWLEDGE AND AGREE THAT, BY ENTERING INTO AN ARBITRATION AGREEMENT, THEY ARE WAIVING ANY RIGHT TO A TRIAL BY JURY IN ANY COURT PROCEEDING.

The right and duty of the parties to this Guarantee to resolve any disputes by arbitration shall be governed exclusively by the Federal Arbitration Act, as amended, and arbitration shall take place according to the commercial arbitration rules of the American Arbitration Association in effect as of the date the demand for arbitration is filed. The arbitration shall be held at the office of the American Arbitration Association nearest the Snap-on Regional Sales Office to which Guarantor was assigned most recently prior to the demand for arbitration; provided, however, if such office is outside the state in which the Guarantor resides, Guarantor may cause the arbitration to be held within the Guarantor's state of residence at a place mutually convenient to the parties and the arbitrator. The arbitration shall proceed before a single arbitrator. The arbitrator shall be chosen by the striking method from a panel of neutral arbitrators provided by the American Arbitration Association. If the amount claimed by the party filing for arbitration both in the original demand for arbitration and in any amendment is less than Seventy-five Thousand Dollars (\$75,000.00), Lender shall pay the fees and expenses of the arbitrator and the filing fees and costs charged by the American Arbitration Association up to a maximum of Seven Thousand Five Hundred Dollars (\$7,500.00). Any amount in excess of Seven Thousand Five Hundred Dollars (\$7,500.00) will be split equally by the parties. If the amount of the claim filed either in the original demand for arbitration or by amendment is for Seventy-five Thousand Dollars (\$75,000.00) or more, the parties agree to split equally the fees and expenses of the arbitrator and the filing fees and costs charged by the American Arbitration Association. Unless otherwise agreed by the parties or ordered by the arbitrator, pre-hearing discovery in any arbitration is limited to the following: (1) production of all documents that will be introduced at the hearing; (2) production of written or recorded statements that a party intends to introduce at the hearing; (3) production of all documents relied upon by experts who will testify at the hearing; (4) production by Guarantor of Guarantor's filed tax returns for the last three (3) tax years; and (5) not more than two depositions per side.

Each party further agrees that, unless such a limitation is prohibited by applicable law, the other party shall not be liable for punitive or exemplary damages and that the arbitrator shall have no authority to award the same. The award or decision by the arbitrator shall be final and binding on the parties and may be enforced by judgment or order of a court having subject matter jurisdiction in the state where the arbitration took place. The parties consent to the exercise of personal jurisdiction over them by such courts for the purpose of carrying out this provision; and they waive any objections that they would otherwise have to the same. Unless prohibited by applicable law, (i) no arbitration under this Guarantee shall include, by consolidation, joinder, class action or in any other manner, any person other than Guarantor and Lender and any other person in privity with or claiming through, in the right of or on behalf of Guarantor or Lender, unless both Guarantor and Lender consent in writing, and (ii) no finding or stipulation of fact in any other arbitration, judicial or similar proceeding shall be given preclusive or collateral estoppel effect in any arbitration hereunder, and no conclusion of law in any other arbitration shall be given any weight in any arbitration hereunder, except to the extent such finding, stipulation or conclusion may have been determined in another proceeding between Guarantor and Lender or any person in privity with or claiming through, in the right of or on behalf of Guarantor or Lender. In the event any provision in this Guarantee, other than the prohibition against consolidation, joinder and class action, is determined to be legally invalid or unenforceable under the law applicable in a particular case, then it is the intention of the parties to this Guarantee that such provision be deemed inoperative and stricken from this Guarantee, and that the remainder of this Guarantee, to the extent not legally invalid or unenforceable under applicable law, be enforced as written and as if the invalid or unenforceable provision or provisions had not been included in this Guarantee. If the prohibition against consolidation, joinder and class action is determined to be legally invalid or unenforceable in a particular case, then it is the intent of the parties that the case shall proceed only in any federal court of competent jurisdiction, or in the event there is no jurisdiction in a federal court, then in that situation only, the case shall proceed in a state court of competent jurisdiction.

Each party shall have the right to seek from an appropriate court provisional remedies including, but not limited to, temporary restraining orders, preliminary injunctions or replevins before, during or after arbitration. Neither party need await the outcome of the arbitration before seeking provisional remedies. Seeking any such remedies shall not be deemed to be a waiver of either party's right to compel arbitration. Any such action shall be brought by Lender or Guarantor in the county (or similar political unit) or federal judicial district where Guarantor resides, or where any property that may be the subject of the action is located. The parties consent to the exercise of personal jurisdiction over them by courts located there and to the propriety of venue in such courts for the purpose of carrying out this provision; they waive any objections that they would otherwise have to the same; and they waive the right to have any such action decided by a jury.

This Guarantee shall be deemed to have been delivered and made and shall be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws (without regard to the conflicts of laws provisions) of the State of Illinois in which the Lender's office is located, except to the extent the Federal Arbitration Act governs the provisions of any arbitration agreement herein. Whenever possible, except as otherwise provided above, each provision of this Guarantee shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Guarantee shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Guarantee. This Guarantee shall be binding upon the Guarantor and upon the heirs, legal representatives and successors of the Guarantor, and shall inure to the benefit of Lender, its legal representatives, successors and assigns.

If this Guarantee (including any counterpart hereof) is signed by more than one Guarantor, the liability of each Guarantor shall be joint and several, and each reference herein to the Guarantor shall be deemed to refer to each such Guarantor. In furtherance and not in limitation of the rights and remedies of Lender hereunder or at law, Lender may proceed under this Guarantee against any or all Guarantors in its absolute and sole discretion for any Liabilities or other obligations of Borrower arising hereunder. No release, discharge or modification of the obligations of, or the collateral provided by, any party liable on this Guarantee shall affect the obligations of any other party on this Guarantee.

IN WITNESS WHEREOF, the undersigned has caused this Guarantee to be executed delivered and dated _____.

(Individual Signature of Guarantor)
Printed Name: _____, an individual

APPENDIX I.7



VEHICLE LEASE AGREEMENT ACCEPTANCE CERTIFICATE

Lease No.

Schedule of Vehicles

LESSOR		LESSEE	
Name:	Snap-on Credit LLC	Name:	
Address:	950 Technology Way Libertyville, IL 60048	Phone Number:	
		Address:	
DESCRIPTION OF VEHICLES			
Year / Make	Model/Body Type	Vehicle I.D.	

See attached for further Vehicles

ACCEPTANCE

Lessee hereby acknowledges receipt in good condition of all the Vehicles listed above and in any schedule made a part hereof, accepts the same in accordance with the above-described Lease between Lessor and Lessee, and agrees that Lessor has fully and satisfactorily performed all covenants and conditions to be performed by it under the Lease. Lessee and Lessor hereby acknowledge and agree that the above-described Lease is hereby amended as follows:

- DELIVERY DATE.** Lessee acknowledges that the Vehicle(s) were delivered to Lessee on the date indicated below.
- AMENDMENTS.** Lessee hereby acknowledges and agrees that neither the Lease nor this Acceptance Certificate may be amended, rescinded, modified, waived or extended, except in a writing signed by each of Lessee and Lessor.
- WEAR AND TEAR SPECIFICATIONS.** The following listed specifications are to be interpreted as reasonable wear and tear requirements and any exceptions thereto shall be considered damage for the purposes of the Lease. Lessee is responsible for the repair of damage to the Vehicles before returning the Vehicles to Lessor.

Tires: to have not less than one-half of their originals tread depth. Recaps or damaged side walls are not acceptable on the front. Vehicles returned with unacceptable tires will be charged the cost of new and acceptable tires.

Brakes: to be operating in a safe condition.

Engine: including cooling system must be functional and running normally. Cracked block or engine, rod or bearing knocks are not acceptable.

Power and Mechanical Accessories: must be operating in a functional manner.

Body Exterior: must be free from scratches, dings, accident or wind damage.

Window Glass: must be free from cracks, pitting, and rock chips, sandblasting damage or wiper scratches.

Other: _____

This Lease shall not be binding upon Lessor unless Lessor accepts the same in writing. **Note:** The undersigned Lessee represents and warrants that it has read all documents which are part of this Lease, that it is fully aware of all the terms and conditions contained herein and therein, that all required action has been taken and that all documentation has been authorized to be executed by the following signatories:

Do not sign this document unless you have taken delivery of the aforementioned Vehicle.

LESSEE:

By: _____

Title: _____

Date: _____

LESSOR: SNAP-ON CREDIT LLC

By: _____

Title: _____

Date: _____

APPENDIX I.7



VAN MAINTENANCE AGREEMENT

Agreement made by and between Snap-on Credit LLC, a Delaware limited liability company ("Snap-on Credit") and _____ ("Franchisee").

Year / Make	Model/Body Type	Vehicle I.D.	Vehicle Supplier

RECITALS

WHEREAS, Franchisee is an authorized distributor of Snap-on Products and has been approved by Snap-on Credit or the Leasing Company for participation in the Franchise Finance Program and/or the Van Leasing Program; and

WHEREAS, the Franchise Finance Program, the Gateway Franchise Program, and the Snap-on Credit Van Lease Program or Lease require the Franchisee to participate in a Van Maintenance Program facilitated by Snap-on Credit in order to provide records of Franchisee's compliance with the maintenance requirements under the Lease; and

WHEREAS, Franchisee recognizes and acknowledges the benefit to the Franchisee of having a Van Maintenance Program which provides for regular inspection of Franchisee's leased van and record retention of any maintenance;

NOW THEREFORE, based upon the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Definitions.** As used in this Agreement the following terms shall have the meanings set forth or as referenced below:
 - a. "Account Balance" means the total sum paid by Franchisee pursuant to Section 2.a hereof less any amounts paid out pursuant to Section 2.c and 2.e hereunder.
 - b. "Administrator" means the entity designated by Snap-on Credit as the Van Maintenance Program Administrator from time to time.
 - c. "Agreement" means this Van Maintenance Agreement.
 - d. "Franchisee" means an individual or corporation authorized by Snap-on as an independent dealer, franchisee, sales representative, special representative, or other Snap-on employee.
 - e. "Franchise Finance Program" means the Financing Program made available by Snap-on Credit through which qualifying franchisees are able to obtain financing of a portion of their initial investment from Snap-on Credit.
 - f. "Lease" means an Agreement between a Franchisee and either Snap-on Credit or another third party leasing company governing the lease of the Van.

- g. "Leasing Company" means the company which is the lessor on the Lease.
- h. "Maintenance Fee" has the meaning set forth in Section 2(a).
- i. "Snap-on" means Snap-on Tools Company LLC, and its parents, successors and assigns.
- j. "Van" means a display van that meets the specifications of the Franchise Finance Program or Snap-on.
- k. "Van Maintenance Vendor" means that garage or vehicle dealership which provides regular maintenance service to the Van, which has been approved by the Administrator.

2. **Obligations of Franchisee.**

- a. Each week during the term of the Lease, Franchisee shall pay to Snap-on Credit the sum of Fifty dollars (\$50.00) per week or such other as may be agreed to by the parties (the "Maintenance Fee"). This weekly Maintenance Fee shall be paid to Snap-on Credit by weekly direct debit (withdrawal) of Franchisee's bank account, pursuant to instructions duly executed by Franchisee and delivered to Franchisee's bank. Such withdrawal shall be due on the same day that Snap-on Credit withdraws the weekly payment under the Lease and ACH Agreement between Franchisee and Snap-on Credit. In the event Franchisee terminates the ACH arrangement, Franchisee shall pay the Maintenance fee monthly in advance, in the amount of **\$216.50** on the first day of each month. Snap-on Credit shall periodically forward such funds to the Administrator, who shall administer the funds pursuant to the terms and conditions of this Agreement. The funds may be commingled with other funds of either Snap-on Credit or the Leasing Company or the Administrator. The funds may be forfeited if Franchisee breaches the Lease or terminates his Lease in advance of the scheduled Lease termination date and does not exercise the lease purchase option at the end of the lease term. The funds may not be used by Franchisee to pay a termination fee or early purchase option fee.
- b. Within ten (10) days of delivery of the Van, Franchisee shall notify the Administrator of the Franchisee's Van Maintenance Vendor which shall be a vendor providing regular maintenance to the Van selected at Franchisee's discretion, subject to approval by the Administrator, which approval shall not be unreasonably withheld.
- c. On a quarterly basis, Franchisee shall arrange to have the Van inspected and oil and filter changed by the Van Maintenance Vendor and shall forward to the Administrator the statement from the Van Maintenance Vendor for payment. At least once a year, or more often as required in writing by Snap-on Credit, the Administrator shall supply the Van Maintenance Vendor with an inspection report to be completed and returned to the Administrator. Upon Administrator's receipt of proof of payment of the oil and filter change or the invoice from the Van Maintenance Vendor or the completed inspection report, the Administrator shall pay the Van Maintenance Vendor or reimburse Franchisee, the lesser of: (i) the Account Balance of the Maintenance Fee collected from Franchisee, or (ii) the amount shown in the Van Maintenance Vendor's invoice. Franchisee shall be responsible for any payments owed to the Van Maintenance Vendor or other third party vendors which are not paid by the Administrator.
- d. In addition to the oil and filter change and inspections, the Administrator may pay or reimburse for repairs it approves in its sole discretion. Following any repair or maintenance, whether provided by the Van Maintenance Vendor or other service provider, Franchisee shall forward to the Administrator copies of the repair order and receipt. Customization work and repairs arising out of accidents or damage which are routinely covered by insurance shall not be paid out of the Maintenance Fee or Account Balance.

Franchisee shall be responsible for any payments owed to the Van Maintenance Vendor or other third party vendors which are not paid by the Administrator.

- e. If the amount of the Maintenance Fee collected from Franchisee exceeds the amount paid by the Administrator to the Van Maintenance Vendor, Snap-on Credit shall retain any excess until same is paid in accordance with this Paragraph 2 and Paragraph 3 below.

3. **Administrator's Obligations.**

- a. The Administrator shall maintain copies of all maintenance records provided to the Administrator by Franchisee. Upon request from the Franchisee and with reasonable notice, the Administrator shall provide the Franchisee with copies of all maintenance records. Requests for copies of records shall be limited to a reasonable number.
- b. The Administrator shall pay, upon receipt from the Franchisee and Snap-on Credit, the Van Maintenance Vendor's quarterly statement for an oil change and inspection of the Van up to the amount of funds paid to the Administrator or Snap-on Credit by Franchisee as the Maintenance Fee.
- c. In the event the Lease is terminated prior to its scheduled termination date and if Franchisee does not exercise the option to purchase the van early, the Maintenance Fees held by the Administrator or Snap-on Credit shall be: (i) first, paid to the Leasing Company to pay any costs associated with refurbishing the Van for subsequent sale or lease to others; (ii) second, retained by the Administrator or Snap-on Credit and held for subsequent lessees of the Van identified in the Lease. In the event of a default by Franchisee under the Van Lease or any Franchise Finance Program Loan, in the sole discretion of Snap-on Credit, the Administrator shall forward to Snap-on Credit so much of the balance of the Maintenance Fee as needed (i) first, to the Leasing Company, to pay the Leasing Company for any other amounts owing under the Lease (including, but not limited to, any prepayment charges or termination charges specified in the Lease) or any other agreement between the Leasing Company and the Franchisee; (ii) second, to Snap-on Credit, to pay any amounts owed by the Franchisee to Snap-on Credit; (iii) third, to Snap-on to pay any amounts owed by Franchisee to Snap-on; and (iv) finally, to be retained by the Administrator and held for subsequent lessees of the Van identified in the Lease.
- d. The costs to refurbish shall be determined at the sole discretion of Leasing Company.
- e. Neither the Administrator nor Snap-on Credit nor any Leasing Company shall be obligated to accrue or pay interest on the Maintenance Fee retained during the term of the Lease and/or during the period in which the Van is being refurbished.

4. **Leasing Company Beneficiary.** The parties acknowledge that the Leasing Company is a third party beneficiary to this Agreement and to the rights and benefits of Snap-on Credit under this Agreement. Snap-on Credit may assign its rights and obligations under this Agreement to the Leasing Company at its sole discretion.

5. **General Matters.**

- a. Nothing in this Agreement shall be construed to relieve Franchisee of Franchisee's obligations under the Lease or to relieve Franchisee of Franchisee's obligations to maintain the Van in accordance with the terms of the Lease.
- b. Franchisee acknowledges the right of the Administrator to distribute maintenance records to Snap-on Credit and the Leasing Company and to provide information regarding the condition of the Van to Snap-on Credit and the Leasing Company.

- c. All notices permitted or required by this Agreement shall be in writing and shall be personally delivered, mailed by first class mail, or transmitted by facsimile to the respective party at the address listed below the signatures of the party unless and until a different address or facsimile telephone number has been designated by written notice to the other party. Snap-on Credit shall notify Franchisee of changes to the Administrator as provided under this Paragraph 5.c.
- d. This Agreement contains the entire understanding and agreement between the parties and supersedes all prior or contemporaneous written or oral agreements and understandings relating to the subject matter hereof. Neither party is entitled to rely on any representation of any officer, employee or agent of the other party which is not expressly set forth in this Agreement. This Agreement may not be modified except by writing evidencing such a modification and signed by both parties.
- e. Any failure by any party to enforce at any time any term or condition under this Agreement shall not be construed as a waiver of that party's right thereafter to enforce each and every term and condition of this Agreement.
- f. The provisions of this Agreement shall be considered severable. If for any reason any provision of this Agreement, including, but not limited to, any provision relating to the termination of this Agreement, shall be deemed, by a court of competent jurisdiction, to be legally invalid or unenforceable in any jurisdiction to which it applies, the validity of the remainder of the Agreement shall not be affected, and that provision shall be deemed modified to the minimum extent necessary to make that provision consistent with applicable law, and in its modified form, that provision shall then be enforceable and enforced.
- g. This Agreement, shall be governed by, and interpreted in accordance with the laws (other than the conflict of laws rules) of the State of Illinois, including all matters of construction, validity, enforcement and performance.
- h. The language of this Agreement shall be construed as a whole and in accordance with the fair meaning of the language used. The language of this Agreement shall not be strictly construed for or against either of the parties hereto based upon who drafted or was principally responsible for drafting the Agreement or any specific term of condition hereof. This Agreement shall be deemed to have been drafted by each party hereto, and no party may urge otherwise.
- i. Any dispute between Franchisee and the Administrator or Snap-on and/or any Snap-on affiliates and/or any entities acting by, through, under or in concert with Snap-on, regarding this Agreement, including, but not limited to, any claim Franchisee, or any person in privity with or claiming through, on behalf of or in the right of Franchisee, concerning the entry into, performance under, nonrenewal or termination of, this Agreement; any claim against a past or present employee, officer, director, agent or affiliate of Snap-on Credit; any claim of breach of this Agreement; and any claims arising under state or federal laws, including any statutes, rules, or regulations, shall be submitted to final and binding arbitration as the sole and exclusive remedy for such controversy or dispute. Persons in privity with or claiming through, on behalf of or in the right of Franchisee include, but are not limited to, spouses and other family members, heirs, executors, representatives, shareholders, members, successors and assigns. In no event shall persons in privity include other Snap-on Franchisees who have signed separate agreements with Snap-on Credit. Unless prohibited by applicable law, any claim shall be made by filing a demand for arbitration within one (1) year following the conduct, act or other event or occurrence first giving rise to the claim; otherwise, the right to any remedy shall be forever barred.

The right and duty of the parties to this Agreement to resolve disputes by arbitration shall be governed exclusively by the Federal Arbitration Act and arbitration shall take place according to the Commercial Rules of the American Arbitration Association in effect as of the date the demand for arbitration is filed. The arbitration shall be held at the office of the American Arbitration Association nearest the Snap-on Regional Sales Office to which Franchisee was assigned most recently prior to the demand for arbitration; provided, however, if such office is outside the state in which the Franchisee resides, Franchisee may cause such arbitration to be held within Franchisee's state of residence at a place mutually convenient to the parties and the arbitrator.

The arbitration shall proceed before a single arbitrator. The arbitrator shall be chosen by the striking method from a panel of neutral arbitrators provided by the American Arbitration Association. If the amount claimed by the party filing arbitration both in the original demand for arbitration and in any amendment is less than Seventy-five Thousand Dollars (\$75,000.00), Snap-on shall pay the fees and expenses of the arbitrator and the filing fees and costs charged by the American Arbitration Association up to a minimum of Seven Thousand Five Hundred Dollars (\$7,500.00). Any amount in excess of Seven Thousand Five Hundred Dollars (\$7,500.00) will be split equally by the parties. If the amount of this claim filed either in the original demand for arbitration or by amendment is for Seventy-five Thousand Dollars (\$75,000.00) or more, the parties agree to split equally the fees and expenses of the arbitrator and the filing fees and costs of the American Arbitration Association.

Unless otherwise agreed by the parties or ordered by the arbitrator, pre-hearing discovery in any arbitration is limited to the following: (1) production of all documents that will be introduced at the hearing; (2) production of written or recorded statements that a party intends to introduce at the hearing; (3) production of all documents relied upon by experts who will testify at the hearing; (4) production by Franchisee of tax returns filed by Franchisee (including tax returns for a Designated Owner if Franchisee is a corporation or limited liability company) for the last three (3) tax years; and (5) not more than two depositions per side.

Each party further agrees that, unless such a limitation is prohibited by applicable law, the other party shall not be liable for punitive or exemplary damages and the arbitrator shall have no authority to award the same. The award or decision by the arbitrator shall be final and binding on the parties and may be enforced by judgment or order of a court having subject matter jurisdiction in the state where the arbitration took place. The parties consent to the exercise of personal jurisdiction in the state where the arbitration took place. The parties consent to the exercise of personal jurisdiction over them by such courts for the purpose of carrying out this provision; and they waive any objections that they would otherwise have to the same.

Unless prohibited by applicable law, (i) no arbitration under Section 5.i., shall include by consolidation, joinder, class action or in any other manner, any person other than Franchisee or Snap-on Credit and any person in privity with or claiming through in the right of or on behalf of Franchisee or Snap-on Credit, unless Franchisee and Snap-on Credit consent in writing; and (ii) no finding or stipulation of fact in any other arbitration, judicial or similar proceeding shall be given preclusive or collateral estoppel effect in any arbitration hereunder, and no conclusion of law in any other arbitration shall be given any weight in any arbitration hereunder, except to the extent such finding, stipulation or conclusion may have been determined in another proceeding between Franchisee and Snap-on Credit or any person in privity with or claiming through, in the right of or on behalf of Franchisee or Snap-on Credit. The parties agree to arbitrate only controversies or disputes that are specific to Franchisee, or any person in privity with or claiming through, on behalf of or in

the right of Franchisee and not issues that effect Franchisees generally as a class action or otherwise. In no event shall the arbitrator have the right, power, jurisdiction or contractual authority to award any damages or relief in excess or in addition to those damages suffered specifically by the parties to arbitration, individually.

In the event any provision in this Section 5.i., other than the prohibition against consolidation, joinder and class action, is determined to be legally invalid or unenforceable under the law applicable in a particular case, then it is the intention of the parties to this Agreement that such provision be deemed inoperative and stricken from this Agreement, and that the remainder of this Section 5.i., to the extent not legally invalid or unenforceable under applicable law, be enforced as written as if the invalid or unenforceable provision or provisions had not been included in this Section 5.i. If the prohibition against consolidation, joinder and class action is determined to be legally invalid or unenforceable in a particular case, then it is the intent of the parties that the case shall proceed only in any federal court of competent jurisdiction, or in the event there is no jurisdiction in a federal court, then in that situation only, the case shall proceed in a state court of competent jurisdiction.

Each party shall have the right, without awaiting the outcome of the arbitration, to seek from an appropriate court provisional remedies including, but not limited to, temporary restraining orders or preliminary injunctions before, during or after arbitration. Seeking any such remedies shall not be deemed to be a waiver of either party's right to compel arbitration. The prevailing party in any arbitration or litigation relating in any way to this Agreement or the subject matter hereof shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing party in such arbitration or litigation all of its costs, expenses, including all attorney's fees, court costs, arbitrator costs and costs of appeals paid or incurred in connection therewith. FRANCHISEE AND SNAP-ON CREDIT ACKNOWLEDGE AND AGREE THAT, BY ENTERING INTO AN ARBITRATION AGREEMENT, THEY ARE WAIVING ANY RIGHT TO A TRIAL BY JURY IN ANY COURT PROCEEDING.

FRANCHISEE:

By: _____
Print
Name: _____
Title _____
Date: _____

SNAP-ON CREDIT LLC:

By: _____
Print
Name: _____
Title _____
Date: _____

Acknowledgement of Administrator:

By: _____
Title: _____
Date: _____

APPENDIX I.8



EASY AND CONVENIENT PAYMENT METHOD AUTOMATED PAYMENT PLAN

Please sign the form below and attach an unsigned and voided check from this account to assist us in verifying data.

To facilitate payment due under the attached lease or loan, I (we) authorize Snap-on Credit LLC hereafter called "Company", to initiate debit entries to my (our) account indicated below. I (we) authorize the financial institution named below, hereafter called "Institution," to charge the amount of such entries to my (our) account to correct any errors. Institution to deposit any such corrections to my (our) account.

This authority is to remain in full force and effect until I (we) revoke the agreement as hereafter provided. Any revocation is effective only after Company has received written notice from me (us) to terminate this agreement in such time and manner to afford a reasonable opportunity to act upon the notice. I (we) have the right to stop payment of a debit entry by notification to Institution in such time and manner to afford a reasonable opportunity to act prior to charging the account.

The above represents your anticipated payment amount based on the information disclosed in your lease. Such amount may increase or decrease from time to time based on changes in applicable tax rates, past due payments, or other situations or events that may arise during your contract, and you authorize us to adjust the amount of the ACH in order to adjust for such changes and keep your payments current without additional authorization from you.

CLIENT SIGNATURE:

WEEKLY DEDUCTION: \$ _____ (Including Maintenance Fee and Tax)

ACH Starting Date: The first Monday after van delivery and each Monday thereafter.

Please attach voided check here

APPENDIX I.9

FRANCHISEE WEB PAGE PARTICIPATION AGREEMENT

THIS FRANCHISEE WEB PAGE PARTICIPATION AGREEMENT (this “**Agreement**”) is made as of _____, 20____, by and between Snap-on Tools Company LLC, a Delaware Limited Liability Company (“**Snap-on**”) and the Franchisee identified at the end of this Agreement (“**Franchisee**”).

BACKGROUND

Franchisee has entered into a Franchisee Agreement with Snap-on pursuant to which Franchisee operates a Snap-on franchise (the “**Franchise Agreement**”). Snap-on has a web site located at www.snapon.com. This web site or any substitute or replacement web site that Snap-on makes available for Franchisee Web Pages (defined below) is referred to as the “**Snap-on Web Site**”. Franchisee is interested in having its own web page on the Snap-on Web Site (the “**Franchisee Web Page**”). Snap-on is willing to host the Franchisee Web Page on the Snap-on Web Site, on the terms and subject to the conditions set forth below. Any terms used in this Agreement but not defined herein shall have the definition ascribed to them in the Franchisee Agreement.

NOW, THEREFORE, in consideration of the mutual premises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Creation and Maintenance of Franchisee Web Page.** Snap-on will create, provide and maintain a Franchisee Web Page for Franchisee’s Snap-on franchise, with such features and functionality as Snap-on may determine, subject to the terms and conditions set forth in this Agreement, the Franchisee Agreement, the Snap-on Operations Manual and in writing by Snap-on from time to time. Snap-on may update or modify the Franchisee Web Page from time to time to include new or different features and functionality in its sole discretion. Franchisee agrees to abide by all policies in connection with the Franchisee Web Page and any such updates. Snap-on may offer Franchisee the chance to customize certain portions of the Franchisee Web Page and add features and information (e.g., a photo of Franchisee’s business, hours of business) in its sole discretion. All content, modifications and additional features, if any, must be approved by Snap-on. Snap-on reserves the right to terminate, suspend and/or change the Snap-on Web Site and/or Franchisee Web Page at any time for any reason.
2. **Hosting the Franchisee Web Page.** Snap-on will use commercially reasonable efforts to host the Franchisee Web Page available on the internet, at such uniform resource location as Snap-on may determine, on a 24 hour a day, 7 day a week basis, subject to any needed downtime for maintenance purposes, and maintenance and system outages, whether scheduled or unscheduled. Franchisee acknowledges and agrees that Snap-on can make no guarantee that any given user will be able to access the Snap-on Web Site and/or Franchisee Web Page at any given time. Franchisee also acknowledges and agrees that there are no assurances that access and service will be available at all times or be uninterrupted, and Snap-on shall not be liable to Franchisee or to any third party for any damage or loss, including any loss of sales opportunity, revenue or goodwill, for failure of accessibility to the Snap-on Web Site and/or the Franchisee Web Page, including due to failures of the internet or for any other causes, whether or not within Snap-on’s control.

3. **Franchisee Computer System Requirements.** Franchisee must maintain a computer system that meets the specifications and requirements that Snap-on requires of its franchisees from time to time. Franchisee must also subscribe, at Franchisee's expense, to a reliable internet service provider or other electronic communication provider or service. Franchisee will be responsible for any incidental expenses Franchisee incurs with respect to obtaining and maintaining such service. Snap-on may require Franchisee, at Franchisee's expense, to update Franchisee's computer system and internet or electronic communication connection from time to time for technology advancements and upgrades, changes in features and functionality and similar reasons.

4. **Fees and Payments.** The basic standardized format Franchisee Web Page is currently provided to Franchisee by Snap-on without a separate fee or charge. Snap-on may require that Franchisee pay a monthly fee, which may be changed from time to time by Snap-on, provided that Snap-on gives Franchisee not less than thirty (30) days prior notice specifying the amount of the fee or modified fee and the effective date of such change. Franchisee may also be provided the option, however, either at the time of signing this Agreement or in the future, of selecting other Franchisee web page formats made available by Snap-on for Franchisee's Franchisee Web Page. These web pages ("**Premium Web Pages**") may have additional features, options or functionality, and will be offered for a separate monthly fee to be determined by Snap-on. Any such fees will be in addition to any costs or expense related to computer hardware or software or Franchisee's connectivity with the web pages. Any fees to be paid by Franchisee in connection with the Franchisee Web Page and Premium Web Page may be changed from time to time by Snap-on in its sole discretion. Such fees will be invoiced to Franchisee on Franchisee's statement. If Franchisee has a Premium Web Page, the Premium Web Page shall be considered a "Franchisee Web Page" for the purposes of this Agreement. Franchisee acknowledges that Franchisee has no right to any Premium Web Page or Franchisee Web Page and that Snap-on may make such pages available to Franchisee in Snap-on's sole discretion. All fees are considered fully earned when invoiced.

5. **Franchisee Restrictions.**

5.1 **No Other Web Site.** Franchisee may not create, post, maintain or operate, directly or through a third party, unless approved by Snap-on, a web site or any web pages for Franchisee's business and franchise. Also any such web site or web page other than the Franchisee Web Page may be deemed unapproved advertising under the terms of the Franchisee Agreement or otherwise prohibited by the Franchisee Agreement or the Snap-on Program.

5.2 **Advertising Approval.** Franchisee is prohibited from advertising the Franchisee Web Page, either directly or indirectly, and from engaging in any other form of cyberspace advertising or promotion, including any advertising on the Franchisee Web Page or any listing in any business directory or "electronic yellow pages", except as set forth in the Snap-on Program or as Snap-on may require or allow from time to time. Snap-on is under no obligation to allow any advertising on the Franchisee Web Page or any advertising of the Franchisee Web Page. Franchisee acknowledges, however, that Snap-on may engage in any such advertising as it determines in its sole discretion without obtaining the consent of Franchisee or providing Franchisee any notice of same.

5.3 **No Links or Advertising.** Franchisee may not directly or indirectly create or authorize any links or other references or affiliate relationships to the Franchisee Web Page or Snap-on Web Site, nor any advertising on or in any way connected to or referencing the Franchisee Web Page or Snap-on Web Site except as set forth in Section 5.2 above. Franchisee

may not redirect any Web Site, uniform resource location or other internet address or location to the Franchisee Web Page or Snap-on Web Site.

5.4 **No Sales Except as Authorized by Snap-on.** Franchisee may not sell any Product or merchandise of any kind on the internet, including in connection with the Franchisee Web Page or Snap-on Web Site, except as may be specifically permitted by Snap-on.

6. **Terms of Use for Franchisee Web Page.** Snap-on may require Franchisee to require authorized users with access to the Franchisee Web Page to agree to terms and conditions of use in connection with the Franchisee Web Page. These terms and conditions of use may be provided by Snap-on and may, among other things: (a) disclaim any and all express or implied warranties by Snap-on in connection with the Franchisee Web Page; (b) notify the user that the Franchisee Web Page is provided "as is" without any warranties of any kind; (c) disclaim any and all liability by Snap-on for consequential, direct, indirect, special, exemplary or punitive damages whatsoever incurred in connection with the use of the Franchisee Web Page; and (d) require the user to consent to the use of electronic signatures and electronic records in conducting any transaction on or through the Franchisee Web Page. The terms and conditions of use will be between Franchisee and the authorized users of the Franchisee Web Page. Snap-on will not be a party to such terms and conditions of use. Franchisee will be responsible for enforcing the terms and conditions of use. These terms and conditions of use may be modified by Snap-on from time to time.

7. **Intellectual Property; Proprietary Rights; Privacy Notices.**

7.1 **Trademarks and Domain Names.** The term "Trademarks" as used in this Agreement refers to all words, symbols, designs, trade names, service marks or combinations thereof used to identify Snap-on, the Snap-on Program, and Snap-on's products and services. Franchisee shall use the Trademarks only in the manner approved in writing by Snap-on, and in conformance with, this Agreement, Franchisee's Franchisee Agreement, the Operations Manual, the Snap-on Terms and Conditions of Use, the Snap-on Privacy Policy, other written agreements between Snap-on and Franchisee, other written policies and otherwise set forth in writing by Snap-on from time to time. Franchisee may not use the Snap-on Trademarks, in whole or in part, as part of any internet address, email address or any other electronic address. Franchisee also may not register or attempt to register any of the Trademarks, in whole or in part, with any domain name registrar(s) in the U. S. or elsewhere. Title to and ownership of the Trademarks shall remain with Snap-on. Franchisee shall not take any action that is inconsistent with Snap-on's ownership of the Trademarks, and any benefits accruing from use of the Trademarks shall inure to the benefit of Snap-on. Snap-on will retain ownership of all domain names, including the domain name of Franchisee's Franchisee Web Page, during and after the term of Franchisee's Franchisee Agreement.

7.2 **Franchisee Content.** To the extent Franchisee provides Snap-on with any content, information or other material to be incorporated into the Franchisee Web Page, Franchisee warrants and represents that Franchisee will not provide Snap-on, or use in conjunction with the Franchisee Web Page or any content, information or other materials on the Franchisee Web Page, any, content, information or other materials that infringe or violate any intellectual property rights of any third party, or any rights of publicity or privacy. In addition, Franchisee agrees that such content or content posted to the Franchisee Web Page by others, including users, will not contain any material which is objectionable to Snap-on in its sole discretion, including, without limitation, content which is potentially defamatory, disparaging, profane, vulgar, obscene or pornographic, contains confidential information or trade secrets, or which casts Snap-on or any other party, including competitors or other Snap-on Franchisees, in a negative light. Franchisee acknowledges and agrees that Franchisee does not have any right under this Agreement to post

content on the Franchisee Web Page or to maintain any content on the Franchisee Web Page and that Snap-on has an absolute right to edit, modify or delete any content of any kind on the Franchisee Web Page. In addition, Franchisee is required to remove any content or request that such content be removed upon discovery of same.

7.3 **Privacy and Other Notices.** Franchisee may be required to use privacy and other notices in connection with Franchisee's Franchisee Web Page. These notices may be provided by Snap-on and may, among other things, state that all customer information is owned by Snap-on and disclose the manner in which information will be used by both Snap-on and Franchisee. These notices may be modified from time to time by Snap-on.

7.4 **Rights Regarding Data.** All rights in and to any information or data relating to the Snap-on Web Site and the Franchisee Web Page, including the log of "hits" by visitors, use tracking, the web pages they visited, and customer information (including any personal or business data they voluntarily supply), will be owned solely by Snap-on. Franchisee agrees to keep all such information confidential and secure, in accordance with the Snap-on Program or as Snap-on may require from time to time and consistent with the standards set forth on the Snap-on Web Site, including the privacy policy set forth therein, as may be revised from time to time by Snap-on in its sole discretion.

8. **Compliance with Snap-on Policies and Applicable Laws.**

8.1 **Compliance with Snap-on Policies.** Franchisee agrees to and shall comply with all then-current Snap-on policies relating to the use of the Franchisee Web Page, including, without limitation, any legal or other notices, including any, terms and conditions of use of the Franchisee Web Page, the Snap-on Privacy Policy and other written policies set forth in this Agreement, the Snap-on Web Site, Franchisee's Franchise Agreement, the Snap-on Operations Manual, and any other written agreements between Snap-on and Franchisee and otherwise.

8.2 **Compliance with Applicable Laws.** Franchisee shall comply with all applicable laws, statutes, ordinances and/or regulations applicable to Franchisee's business and the use of the Franchisee Web Page, including any relating to sales or other taxes.

9. **Disclaimer by Snap-on.** SNAP-ON DISCLAIMS ALL WARRANTIES, GUARANTEES, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. SNAP-ON DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE, OR THAT ERRORS OR DEFECTS WILL BE CORRECTED.

10. **Limitation on Liability.** IN NO EVENT SHALL SNAP-ON HAVE ANY LIABILITY TO FRANCHISEE OR TO ANY THIRD PARTY FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT, EVEN IF SNAP-ON OR ANY OF ITS AFFILIATED COMPANIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL, AGGREGATE LIABILITY OF SNAP-ON ARISING FROM OR RELATED TO THIS AGREEMENT, FOR ANY REASON, SHALL BE LIMITED TO FRANCHISEE'S DIRECT DAMAGES NOT TO EXCEED THE FEES ACTUALLY PAID TO SNAP-ON UNDER THIS AGREEMENT, OR \$120, WHICHEVER IS HIGHER. THE PARTIES AGREE THAT SNAP-ON WILL BE LIABLE FOR DIRECT DAMAGES ONLY IF IT FAILS TO EXERCISE ORDINARY CARE, AND THAT IT SHALL BE DEEMED TO HAVE EXERCISED ORDINARY CARE IF ITS ACTION OR FAILURE TO ACT IS IN CONFORMITY WITH COMMERCIALY REASONABLE PRACTICES IN THE INDUSTRY.

THE FOREGOING LIMITATIONS APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS. EACH OF THE PARTIES ACKNOWLEDGES THAT IT UNDERSTANDS THE LEGAL AND ECONOMIC RAMIFICATIONS OF THE FOREGOING LIMITATIONS, AND THAT THE FOREGOING LIMITATIONS FORM AN ESSENTIAL PART OF THE AGREEMENT OF THE PARTIES.

11. **Default or Breach.** Snap-on may, in its sole discretion, a) discontinue or delete Franchisee's Franchisee Web Page, b) discontinue Franchisee's use of a Premium Web Page, c) display only minimal information on Franchisee's Franchisee Web Page or d) terminate this Agreement if Franchisee (i) does not adhere to Snap-on's rules and policies relating to Franchisee's Franchisee Web Page and the Snap-on Web Site as set forth in this Agreement, Franchisee's Franchise Agreement, the Snap-on Operations Manual, Snap-on terms and conditions of use, privacy policy, or any other written agreements between Snap-on and Franchisee and any other writing or (ii) if Franchisee is in default or breach under this Agreement.

12. **Term and Termination.**

12.1 **Term of Agreement.** This Agreement shall commence on the date first set forth above and shall continue during the term of Franchisee's Franchise Agreement, unless terminated as set forth below.

12.2 **Termination.** This Agreement shall terminate upon the earlier to occur of any one or more of the following:

- (i) upon 30 days written notice of termination by Franchisee to Snap-on;
- (ii) expiration or termination of Franchisee's Franchise Agreement;
- (iii) at such time as Snap-on may discontinue the Snap-on Web Site or the Franchisee web pages, in each case as Snap-on may determine in its sole discretion; and/or
- (iv) in Snap-on's sole discretion in the event of any default or breach by Franchisee under this Agreement.

13. **General.**

13.1 **Dispute Resolution.**

A. **Mediation.** Except as otherwise provided in Section 13.C., any controversy or dispute arising out of, or relating to Franchisee's Franchisee Web Page or the termination or nonrenewal of this Agreement including, but not limited to, any claim by Franchisee, or any person in privity with or claiming through, on behalf of or in the right of Franchisee must be submitted to non-binding mediation prior to any matter being submitted to arbitration. This provision applies only to controversies and disputes that are specific to Franchisee, or any person in privity with or claiming through, on behalf of or in the right of Franchisee and not to issues that effect Snap-on franchisees generally. Any such mediation will be held within 30 days after a demand for mediation is made by either party by notice to the other party. The mediation will be conducted in the state in which Franchisee resides.

The mediator will be selected by Snap-on and be someone knowledgeable with the Snap-on business. Franchisee may be accompanied at the mediation by anyone of Franchisee's choosing. If Franchisee elects not to be represented by counsel, Snap-on will also participate in the mediation without counsel. Snap-on will pay the costs of the mediator and location at which the mediation takes place.

B. Arbitration. Except as otherwise provided in Section 13.C., any controversy or dispute arising out of, or relating to Franchisee's franchise business or this Agreement including, but not limited to, any claim by Franchisee, or any person in privity with or claiming through, on behalf of or in the right of Franchisee, concerning the entry into, performance under, nonrenewal of, or termination of, this Agreement; any claim against a past or present employee, officer, director, agent or affiliate of Snap-on; any claim of breach of this Agreement; and any claims arising under state or federal laws, including any statutes, rules, or regulations, shall be submitted to final and binding arbitration as the sole and exclusive remedy for any such controversy or dispute. Persons in privity with or claiming through, on behalf of or in the right of Franchisee include, but are not limited to, spouses and other family members, heirs, executors, representatives, shareholders, members, successors and assigns. In no event shall persons in privity include other Snap-on franchisees who have signed separate franchise agreements with Snap-on.

As a condition of submitting a controversy or dispute regarding the termination of Franchisee's franchise business or the termination or nonrenewal of this Agreement to arbitration, the parties must have participated in and failed to resolve the controversy or dispute through mediation, or the party filing the arbitration has made himself available to participate, but the party against whom the arbitration is filed refused to participate or otherwise failed to make himself available to participate in the mediation process within the prescribed time. Unless prohibited by applicable law, any claim shall be made by filing a written demand for arbitration within one (1) year following the conduct, act or other event or occurrence first giving rise to the claim; otherwise, the right to any remedy shall be forever barred.

The right and duty of the parties to this Agreement to resolve any disputes by arbitration shall be governed exclusively by the Federal Arbitration Act, as amended, and arbitration shall take place according to the commercial arbitration rules of the American Arbitration Association in effect as of the date the demand for arbitration is filed. The arbitration shall be held at the office of the American Arbitration Association nearest the Snap-on Regional Sales Office to which Franchisee was assigned most recently prior to the demand for arbitration; provided, however, if such office is outside the state in which the Franchisee resides, Franchisee may cause the arbitration to be held within Franchisee's state of residence at a place mutually convenient to the parties and the arbitrator.

The arbitration shall proceed before a single arbitrator. The arbitrator shall be chosen by the striking method from a panel of neutral arbitrators provided by the American Arbitration Association. If the amount claimed by the party filing for arbitration both in the original demand for arbitration and in any amendment is less than Seventy-five Thousand Dollars (\$75,000.00), Snap-on shall pay the fees and expenses of the arbitrator and filing fees and costs charged by the American Arbitration Association up to a maximum of Seven Thousand Five Hundred Dollars (\$7,500.00). Any amount in excess of Seven Thousand Five Hundred Dollars (\$7,500.00) will be split equally by the parties. If the amount of the claim filed either in the original demand for arbitration or by amendment is for Seventy-five Thousand Dollars (\$75,000.00) or more, the parties agree to split equally the fees and expenses of the arbitrator and the filing fees and costs charged by the American Arbitration Association.

Unless otherwise agreed by the parties or ordered by the arbitrator, pre-hearing discovery in any arbitration is limited to the following: (1) production of all documents that will be introduced at the hearing; (2) production of written or recorded statements that a party intends to introduce at the hearing; (3) production of all documents relied upon by experts who will testify at the hearing; (4) production by Franchisee of tax returns filed by Franchisee (including tax returns for a

Designated Owner if Franchisee is a corporation or limited liability company) for the last three (3) tax years; (5) production by Snap-on of Franchisee's statements of account balance with Snap-on for three (3) years prior to the filing of the arbitration; and (6) not more than two depositions per side.

Each party further agrees that, unless such a limitation is prohibited by applicable law, the other party shall not be liable for punitive or exemplary damages and the arbitrator shall have no authority to award the same. The award or decision by the arbitrator shall be final and binding on the parties and may be enforced by judgment or order of a court having subject matter jurisdiction in the state where the arbitration took place. The parties consent to the exercise of personal jurisdiction in the state where the arbitration took place. The parties consent to the exercise of personal jurisdiction over them by such courts for the purpose of carrying out this provision; and they waive any objections that they would otherwise have to the same.

Unless prohibited by applicable law, (i) no arbitration under Section 13.1. shall include, by consolidation, joinder, class action or in any other manner, any person other than Franchisee and Snap-on and any other person in privity with or claiming through, in the right of or on behalf of Franchisee or Snap-on, unless both Franchisee and Snap-on consent in writing, and (ii) no finding or stipulation of fact in any other arbitration, judicial or similar proceeding shall be given preclusive or collateral estoppel effect in any arbitration hereunder, and no conclusion of law in any other arbitration shall be given any weight in any arbitration hereunder, except to the extent such finding, stipulation or conclusion may have been determined in another proceeding between Franchisee and Snap-on or any person in privity with or claiming through, in the right of or on behalf of Franchisee or Snap-on. The parties agree to arbitrate only controversies and disputes that are specific to Franchisee, or any person in privity with or claiming through, on behalf of or in the right of, Franchisee and not issues that effect Snap-on franchisees generally as a class action or otherwise. In no event shall the arbitrator have the right, power, jurisdiction or contractual authority to award any damages or relief in excess of or in addition to those damages suffered specifically by the parties to the arbitration.

In the event any provision in this Section 13.1., other than the prohibition against consolidation, joinder and class action, is determined to be legally invalid or unenforceable under the law applicable in a particular case, then it is the intention of the parties to this Agreement that such provision be deemed inoperative and stricken from this Agreement, and that the remainder of this Section 13.1. to the extent not legally invalid or unenforceable under applicable law, be enforced as written as if the invalid or unenforceable provision or provisions had not been included in this Section 13.1. If the prohibition against consolidation, joinder and class action is determined to be legally invalid or unenforceable in a particular case, then it is the intent of the parties that the case shall proceed only in any federal court of competent jurisdiction, or in the event there is no jurisdiction in a federal court, then in that situation only, the case shall proceed in a state court of competent jurisdiction.

C. Provisional Remedies. Each party shall have the right to seek from an appropriate court provisional remedies including, but not limited to, temporary restraining orders, preliminary injunctions or replevin orders before, during or after arbitration. Neither party need await the outcome of the arbitration before seeking provisional remedies. Seeking any such remedies shall not be deemed to be a waiver of either party's right to compel arbitration. Any such action shall be brought by Snap-on or Franchisee in the county (or similar political unit) or federal judicial district where Franchisee resides, or where any property that may be the subject of the action is located. The parties consent to the exercise of personal jurisdiction over them by courts located there and to the propriety of venue in such courts for the purpose of carrying out this provision; they waive

any objections that they would otherwise have to the same; and they waive the right to have any such action decided by a jury.

13.2 **Entire Agreement; Assignment.** This Agreement, together with Franchisee's Franchise Agreement and any other written policies or agreements referred to herein, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. No amendment or modification of this Agreement shall be binding unless in writing and duly executed by both parties. This Agreement and all rights and obligations hereunder may be assigned by Snap-on without notice or consent.

13.3 **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the state in which the Snap-on Regional Sales Office is located to which Franchisee was assigned at the time this Agreement was executed, except to the extent that the Federal Arbitration Act shall apply in accordance with Section 13.1 above.

13.4 **Severability.** If any provision contained in this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such provision will be severed herefrom and such invalidity or unenforceability will not affect any other provision of this Agreement, the balance of which will remain in and have its intended full force and effect; *provided, however*, if and to the extent such invalid or unenforceable provision may be modified so as to be valid and enforceable as a matter of law, such provision will be deemed to have been modified so as to be valid and enforceable to the maximum extent permitted by law.

13.5 **Waiver.** A waiver of any breach of this Agreement shall not constitute a waiver of any other breach or covenant of this Agreement, current or future. A waiver shall not be effective unless made in writing.

13.6 **Counterparts.** This Agreement may be signed in counterparts and, when so signed, will constitute a single Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

FRANCHISEE:

**SNAP-ON:
SNAP-ON TOOLS COMPANY LLC**

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____

Date: _____

Date: _____

Address: _____

APPENDIX I.10



ACKNOWLEDGEMENT REGARDING LIST OF CALLS

I hereby acknowledge that I have completed my due diligence to my satisfaction regarding the List of Calls attached to the Standard Franchise Agreement or Gateway Franchise Agreement, which I am about to sign. I have received the assistance I requested from Snap-on Tools Company LLC ("Snap-on"). I further acknowledge that to the extent I requested, I was shown the location of the stops on my List of Calls and I had the opportunity to identify potential customers at those stops and all of my questions regarding the List of Calls have been answered to my satisfaction. I am satisfied with the stops and potential customers at the stops on my List of Calls.

I hereby confirm that I have been advised that if any statement in this Acknowledgement Regarding List of Calls ("Acknowledgement") is not correct I should not sign this Acknowledgement.

FRANCHISEE:

«FullName»

Date: _____

APPENDIX I.11.A



Release (Expansion)

«**FullName**» (“Franchisee”) has requested that Snap-on Tools Company LLC (“Snap-on”) grant Franchisee the right to add an additional franchise or add an additional van to an existing franchise under the Snap-on expansion program.

In consideration of Snap-on granting Franchisee such expansion rights and other good and valuable consideration, the receipt and sufficiency of which, is hereby acknowledged, Franchisee and if Franchisee is a corporation or limited liability company, its individual shareholders or members (collectively the Franchisee and individual shareholders and members, if applicable, are referred to as “Releasing Party”) does hereby make this Release as follows:

1. Releasing Party (for Releasing Party and any person in privity with or claiming through, on behalf of or in the right of Releasing Party, including but limited to spouses and other family members, heirs, executors, representatives, successors and assigns) Fully and Unconditionally RELEASES and DISCHARGES Snap-on and its affiliates (and their respective past and current officers, directors, shareholders, employees, agents, spouses, heirs, executors, successors and assigns) from and against any and all claims, allegations, causes of action, obligations, losses, damages or liabilities of every kind (collectively “Claims”), relating to or arising out of any action, omission or representation or other basis of liability, tort or contract or under any federal, state or local laws, rules, ordinances or regulations including, but not limited to, claims arising under any agreement or understanding between the Franchisee and Snap-on or any of its affiliates or Franchisee’s operation of his Snap-on Franchise from the beginning of time to the date of this Release. Nothing contained herein shall release any Claim, the release of which is prohibited by applicable law.
2. Releasing Party acknowledges that Releasing Party is aware that Releasing Party may hereafter discover facts in addition to or different from those that Releasing Party now knows or believes to be true with respect to the subject matter of this Release, but that Releasing Party intends to and does hereby, fully release and discharge all Claims referenced in this Release without regard to the subsequent discovery or existence of different or additional facts.

Releasing Party has entered into this Release in favor of Snap-on as of _____, 20____, freely and voluntarily, without duress and coercion, and having read and understood each provision set out above.

FRANCHISEE:

«**FullName**»

Witness

APPENDIX I.11.B



Release (Renewal)

«**FullName**» (“Franchisee”) has notified Snap-on Tools Company LLC (“Snap-on”) that Franchisee is exercising Franchisee’s option to renew under the conditions specified in Section 3 of the Franchise Agreement (the “Franchise Agreement”) dated **(Franchise Agreement Date)** between Franchisee and Snap-on.

In accordance with the conditions of Section 3 of the Franchise Agreement, in consideration of Snap-on granting Franchisee such renewal and other good and valuable consideration, the receipt and sufficiency of which, is hereby acknowledged, Franchisee and if Franchisee is a corporation or limited liability Company, its individual shareholders or members (collectively the Franchisee and individual shareholders and members, if applicable, are referred to as “Releasing Party”) does hereby make this Release as follows:

1. Releasing Party (for Releasing Party and any person in privity with or claiming through, on behalf of or in the right of Releasing Party, including but limited to spouses and other family members, heirs, executors, representatives, successors and assigns) Fully and Unconditionally RELEASES and DISCHARGES Snap-on and its affiliates (and their respective past and current officers, directors, shareholders, employees, agents, spouses, heirs, executors, successors and assigns) from and against any and all claims, allegations, causes of action, obligations, losses, damages or liabilities of every kind (collectively “Claims”), relating to or arising out of any action, omission or representation or other basis of liability, tort or contract or under any federal, state or local laws, rules, ordinances or regulations including, but not limited to, claims arising under the Franchise Agreement or any other agreement or understanding between the Franchisee and Snap-on or any of its affiliates or Franchisee’s operation of his Franchise pursuant to the Franchise Agreement from the beginning of time to the date of this Release. Nothing contained herein shall release any Claim, the release of which is prohibited by applicable law.
2. Releasing Party acknowledges that he is aware that he may hereafter discover facts in addition to or different from those that he now knows or believes to be true with respect to the subject matter of this Release, but that he intends to and does hereby, fully release and discharge all claims referenced in this Release without regard to the subsequent discovery or existence of different or additional facts.

Releasing Party has entered into this Release in favor of Snap-on as of _____, 20____, freely and voluntarily, without duress and coercion, and having read and understood each provision set out above.

FRANCHISEE:

«**FullName**»

Witness

APPENDIX I.11.C



SNAP-ON TOOLS COMPANY LLC CONSENT TO TRANSFER AGREEMENT

This Consent to Transfer Agreement, made and effective the latter of the dates signed below, is between Snap-on Tools Company LLC ("Snap-on"); and «**SellerFullName**», an individual ("Seller"); and «**FullName**», a «**HomeStateProvinceFull**» resident ("Buyer").

WHEREAS, Snap-on and Seller are parties to the Snap-on Standard Franchise Agreement, Dealer Franchise Agreement or Conversion Dealer Franchise Agreement dated (**Franchise Agreement Date**) (the "Franchise Agreement");

WHEREAS, Seller wishes to transfer to Buyer certain franchise business assets and terminate the relationship created by the Franchise Agreement;

WHEREAS, Buyer wishes to purchase certain assets of the Seller's franchise business and enter into a new Standard Franchise Agreement with Snap-on;

WHEREAS, pursuant to the provisions of the Franchise Agreement, such transfer is subject to the consent of Snap-on and Snap-on's right of first refusal on the same terms; and

WHEREAS, Snap-on is willing to consent to the transfer and waive its Right of First Refusal to purchase the assets being transferred subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this agreement agree as follows:

1. Representations.

A. Seller represents to Snap-on that it owns all right, title, and interest in and to the assets being transferred to Buyer and that the purchase price paid by the Buyer for the assets being acquired from the Seller and the terms regarding payment are identical to the purchase price and terms contained in the right of first refusal previously extended to Snap-on by Seller.

B. Buyer represents to Snap-on that it has inspected the assets being transferred by Seller and agrees to employ those assets only in conjunction with the operation of a Snap-on franchise pursuant to a new Standard Franchise Agreement.

C. Seller and Buyer represent and warrant to Snap-on that they each have the authority to execute this Agreement.

2. Consent. Snap-on consents to the transfer by Seller to Buyer of all right, title, and interest in and to the inventory, equipment, customer receivables, and goodwill being transferred to the Buyer, and waives its Right of First Refusal under the terms of the Franchise Agreement, if:

A. Seller is not in default under the Franchise Agreement or any other agreement with Snap-on or any of its affiliates or divisions;

B. Seller has paid in full, as of the date of transfer, all ascertained or liquidated debts of Seller to Snap-on, and is current on all contractual obligations relating to the franchise;

C. Buyer executes the current form of Standard Franchise Agreement upon the date of transfer, and grants to Snap-on a security interest to the same extent as the Seller has done so in any of the agreements or other documents ancillary to the Franchise Agreement; and Buyer agrees to execute all documents requested by Snap-on to memorialize and/or perfect the security interest;

D. On the date of transfer, Buyer pays Snap-on a transfer fee of **\$(Franchise Fee)**;

E. Buyer will satisfactorily complete Snap-on's initial training program required for all new franchisees; and

F. Seller agrees to continue complying with the confidentiality provisions of the Franchise Agreement, notwithstanding its termination under this Agreement.

3. Termination of the Franchise Agreement. Seller and Snap-on mutually agree that the Franchise Agreement shall be terminated and shall have no further force and effect as of the time that all conditions of this Agreement have been met by the parties.

If the Franchise Agreement contains provisions regarding Seller's activities after termination of the franchise, such provisions shall continue in full force and effect after the execution of this Agreement notwithstanding any other provision hereof. Such promises and obligations may relate, among other things, to any one or more of the following matters: the confidentiality of Snap-on's trade secrets; the return of Snap-on's manuals and other materials as well as all software licensed to Seller; the discontinuance of Seller's use of and removal of Snap-on trademarks; the termination of the franchise or use of Snap-on's trade secrets or other information relating to the franchise; the Seller's compliance with obligations under any Credit and Lease Agreement, Loan and Security Agreement, Dealer Servicing Agreement and/or Franchisee Servicing Agreement; and limitations on the Seller's right to compete with Snap-on. Seller agrees that all promises and obligations of Seller in the Franchise Agreement, Credit and Lease Agreement, Loan and Security Agreement, Dealer Servicing Agreement and/or Franchisee Servicing Agreement which describes the effects of the expiration or termination of the franchise or which otherwise expressly survive the termination of the Franchise Agreement (including those described in the foregoing sentence) shall so survive in accordance with their respective terms and Seller expressly reaffirms his agreement to such promises and obligations in this Agreement.

4. Indemnification and Warranties. Seller and Buyer and their successors, assigns, subsidiaries, divisions and agents, shall indemnify and hold harmless Snap-on and any of its subsidiaries, successors, assigns, officers, directors, employees and agents, and each of them, against:

A. Any and all liabilities, losses, damages, deficiencies, claims, costs, or expenses of any nature resulting, directly or indirectly, from:

1. Any misrepresentations or breach of warranty or covenant on the part of Seller or Buyer under this Agreement or otherwise;

2. The nonfulfillment of any conditions under this Agreement or otherwise; and

3. The transfer of the Franchise Agreement and the assets of the Franchise Business.

B. Any and all actions, suits (third party or otherwise), proceedings, investigations, demands, assessments, judgments, costs and expenses incident to the foregoing, including but not limited to, reasonable legal and accounting fees.

5. General Release by Seller. PLEASE READ CAREFULLY. THIS AGREEMENT CONTAINS A RELEASE OF KNOWN AND UNKNOWN CLAIMS. Seller (for Seller and any person in privity with

or claiming through, on behalf of, or in the right of Seller, including but not limited to, spouses and other family, representatives, successors and assigns) RELEASES and FULLY DISCHARGES Snap-on (itself and its affiliates, and all of their respective past and current parent companies, subsidiaries, affiliates, agents, employees, officers, directors, partners, principals, members, shareholders, representatives, attorneys, insurers, reinsurers, estates, executors, administrators, heirs, successors and assigns, if any, and any persons acting by or through, under or in concert with them, from and against any and all claims, allegations, causes of action, obligations, losses, damages or liabilities of every kind, relating to or arising out of any action, omission or representation or other basis of liability in tort or contract or under any state or federal law or regulation, that Seller may have against Snap-on, whether known or unknown, whether currently existing or hereafter asserted, including, but not limited to: (A) claims arising under all applicable Franchise acts, Federal Trade Commission regulations, Deceptive Trade Practices acts, Unfair Business Practices acts, Little FTC acts, Business Opportunity Acts, Consumer Protection acts and/or Seller Assisted Marketing Plan acts; (B) claims arising under all applicable employment laws, including, but not limited to: the Age Discrimination in Employment Act, the Employee Retirement Income Security Act, any Fair Employment Laws, and all applicable regulations thereunder; (C) claims related to the entry into, performance (or failure to perform) under, or termination of the franchise, the Franchise Agreement, any employment relationship, or any other agreement or understanding between the parties prior to the date of this Agreement; (D) claims related to any vehicles used in the franchise business and the financing or leasing of said vehicles; and/or (E) claims related to any financing obtained in connection with the franchise. Neither party admits any liability or violation of any duty, statute or regulation by entering into this Agreement.

Notwithstanding anything above to the contrary, this Agreement will not impair, release or extinguish (A) the representations, warranties and agreements made or affirmed (including the reaffirmation of certain provisions of the Franchise Agreement, Credit and Lease Agreement, Loan and Security Agreement, Dealer Servicing Agreement and/or Franchisee Servicing Agreement and the continuation of any security interest previously granted by Seller to Snap-on or its affiliates) in this Agreement, or its obligations, representation and warranties in any agreement for the purchases of RAs from Seller entered into in connection with the termination of Seller's franchise; or (B) the obligations of the Seller under the Full Recourse Agreement, if any, entered into between Seller and Snap-on Credit LLC for specific Credit Sale Contracts between Seller and individual customers which have been assigned to Snap-on Credit LLC subject to the Full Recourse Agreement.

6. Waiver of Rights. Seller hereby expressly waives and relinquishes, to the fullest extent permitted by law, the provisions, rights and benefits of any statute or law of the jurisdiction in which Seller resides at the time of signing this Agreement and any and all provisions, rights and benefits of any similar statute or law of any other jurisdiction. Seller does hereby further acknowledge that Seller is aware that Seller may hereafter discover facts in addition to or different from those which Seller now knows or believes to be true with respect to the subject matter of this Agreement, but Seller intends to, and does hereby, fully, finally and forever settle, release and discharge all Claims referenced in this Agreement without regard to the subsequent discovery or existence of different or additional facts.

7. Transfer. This Agreement is not transferable by Seller or Buyer.

8. Dispute Resolution.

A. Mediation. Except as otherwise provided in Section 8.F., any controversy or dispute arising out of, or relating to the transfer and termination of Seller's franchise business or the termination of the Franchise Agreement including, but not limited to, any claim by Seller, or any person in privity with or claiming through, on behalf of or in the right of Seller must be submitted to non-binding mediation prior to any matter being submitted to arbitration. This provision applies only to controversies and disputes that are specific to Seller, or any person in privity with or claiming through,

on behalf of or in the right of Seller and not to issues that effect Snap-on franchisees generally. Any such mediation will be held within 30 days after a demand for mediation is made by either party by notice to the other party. The mediation will be conducted in the state in which Seller resides.

The mediator will be selected by Snap-on and be someone knowledgeable with the Snap-on business. Seller may be accompanied at the mediation by anyone of Seller's choosing. If Seller elects not to be represented by counsel, Snap-on will also participate in the mediation without counsel. Snap-on will pay the costs of the mediator and location at which the mediation takes place.

B. Agreement to Arbitrate. Except as otherwise provided in subparagraph F. below, any controversy or dispute arising out of, or relating to the franchise business or this Agreement including, but not limited to, any claim by Seller or Snap-on, or any person in privity with or claiming through, on behalf of or in the right of Seller or Snap-on, concerning the entry into, performance under, or termination of the Franchise Agreement, this Agreement or any other agreement between the parties or their respective affiliates (whether existing before or after this Agreement); any claim against a past or present employee, officer, director or agent or affiliate of Snap-on; any claim of breach of the Franchise Agreement, this Agreement or any other agreement between the parties or their respective affiliates (whether existing before or after this Agreement); and any claims arising under state or federal laws, including any statutes, rules, or regulations, shall be submitted to final and binding arbitration as the sole and exclusive remedy for such controversy or dispute.

Persons in privity with or claiming through, on behalf of or in the right of Seller include, but are not limited to, spouses and other family members, heirs, executors, representatives, shareholders, members, successors and assigns. In no event shall persons in privity include other Snap-on franchisees who have signed separate franchise agreements with Snap-on.

C. Limitation on Time Periods, Damages, Etc. As a condition of submitting a controversy or dispute regarding the transfer and termination of Seller's franchise business or the termination of the Franchise Agreement to arbitration, the parties must have participated in and failed to resolve the controversy or dispute through mediation, or the party filing the arbitration has made himself available to participate, but the party against whom the arbitration is filed refused to participate or otherwise failed to make himself available to participate in the mediation process within the prescribed time. Unless prohibited by applicable law, any claim shall be made by filing a written demand for arbitration within one (1) year following the conduct, act or other event or occurrence first giving rise to the claim; otherwise, the right to any remedy shall be deemed forever barred.

Each party further agrees that, unless such a limitation is prohibited by applicable law, the other party shall not be liable for punitive or exemplary damages and the arbitrators shall have no authority to award same. Unless prohibited by applicable law, (i) no arbitration hereunder shall include, by consolidation, joinder, class action or in any other manner, any person other than Seller and Snap-on and any person in privity with or claiming through, in the right of or on behalf of Seller or Snap-on, unless both Seller and Snap-on consent in writing, and (ii) no finding or stipulation of fact in any other arbitration, judicial or similar proceeding shall be given preclusive or collateral estoppel effect in any arbitration hereunder, and no conclusion of law in any other arbitration, judicial or similar proceeding shall be given any weight in any arbitration hereunder, except to the extent such finding, stipulation or conclusion may have been determined in another proceeding between Seller and Snap-on or any person in privity with or claiming through, in the right of or on behalf of Seller or Snap-on. The parties agree to arbitrate only controversies and disputes that are specific to Seller, or any person in privity with or claiming through Seller and no issues that effect Snap-on franchisees generally as a class action or otherwise. In no event shall the arbitrator have the right, power, jurisdiction or contractual authority to award any damages or relief in excess of or in addition to those damages suffered specifically by the parties to the arbitration.

D. Procedures for Arbitration. The right and duty of the parties to this Consent to Transfer Agreement to resolve any disputes by arbitration shall be governed exclusively by the Federal Arbitration Act, as amended, and arbitration shall take place according to the commercial arbitration rules of the American Arbitration Association in effect as of the date the demand for arbitration is filed. The arbitration shall be held at the office of the American Arbitration Association nearest the Snap-on Regional Sales Office to which Seller was assigned most recently prior to the demand for arbitration; provided, however, if such office is outside the state in which Seller resides, Seller may cause the arbitration to be held within Seller's state of residence at a place mutually convenient to the parties and the arbitrator.

The arbitration shall proceed before a single arbitrator. The arbitrator shall be chosen by the striking method from a panel of neutral arbitrators provided by the American Arbitration Association. If the amount claimed by the party filing for arbitration both in the original demand for arbitration and in any amendment is less than Seventy-five Thousand Dollars (\$75,000.00), Snap-on shall pay the fees and expenses of the arbitrator and filing fees and costs charged by the American Arbitration Association up to a maximum of Seven Thousand Five Hundred Dollars (\$7,500.00). Any amount in excess of Seven Thousand Five Hundred Dollars (\$7,500.00) will be split equally by the parties. If the amount of the claim filed either in the original demand for arbitration or by amendment is for Seventy-five Thousand Dollars (\$75,000.00) or more, the parties agree to split equally the fees and expenses of the arbitrator and the filing fees and costs charged by the American Arbitration Association.

Unless otherwise agreed by the parties or ordered by the arbitrators, pre-hearing discovery in any arbitration is limited to the following: (1) production of all documents that will be introduced at the hearing; (2) production of written or recorded statements that a party intends to introduce at the hearing; (3) production of documents relied on by experts who will testify at the hearing; (4) production by Seller of tax returns filed by Seller (including tax returns for a Designated Owner if Seller is a corporation or limited liability company) for the last three (3) tax years; (5) production by Snap-on of Seller's statements of account balance with Snap-on for three (3) years prior to the filing of the arbitration; and (6) not more than two depositions per side.

The award or decision by the arbitrator shall be final and binding on the parties and may be enforced by judgment or order of a court having subject matter jurisdiction in the state where the arbitration took place. The parties consent to the exercise of personal jurisdiction in the state where the arbitration took place. The parties consent to the exercise of personal jurisdiction over them by such courts for the purpose of carrying out this provision; and they waive any objections that they would otherwise have to the same.

E. Severability. In the event any provision in this paragraph 8, other than the prohibition against consolidation, joinder and class action, is determined to be legally invalid or unenforceable under the law applicable in a particular case, then it is the intention of the parties to this Agreement that such provision be deemed inoperative and stricken from this Agreement, and that the remainder of this paragraph 8., to the extent not legally invalid or unenforceable under applicable law, be enforced as written and as if the invalid or unenforceable provision or provisions had not been included in this paragraph 8. If the prohibition against consolidation, joinder and class action is determined to be legally invalid or unenforceable in a particular case, then it is the intent of the parties that the case shall proceed only in any federal court of competent jurisdiction, or in the event there is no jurisdiction in a federal court, then in that situation only, the case shall proceed in a state court of competent jurisdiction.

F. Provisional Remedies. Each party shall have the right to seek from an appropriate court provisional remedies including, but not limited to, temporary restraining orders, preliminary injunctions or replevin orders before, during or after arbitration. Neither party need await the outcome of the arbitration before seeking provisional remedies. Seeking any such remedies shall not be deemed to

be a waiver of either party's right to compel arbitration. Any such action shall be brought by Snap-on or Seller in the county (or similar political unit) or federal judicial district where Seller resides, or where any property that may be the subject of the action is located. The parties consent to the exercise of personal jurisdiction over them by courts located there and to the propriety of venue in such courts for the purpose of carrying out this provision; they waive any objections that they would otherwise have to the same; and they waive the right to have any such action decided by a jury.

9. Joint and Several Liability. If Seller or Buyer consists of more than one individual or entity, their liability under this Agreement shall be deemed to be joint and several.

10. Severability and Substitution. In the event any provision of this Agreement is determined by a court of competent jurisdiction to be legally invalid or unenforceable under the law applicable in a particular case, then it is the intention of the parties to this Agreement that such provision be deemed inoperative and stricken from this Agreement, and that this remainder of this Agreement, to the extent not legally invalid or unenforceable under applicable law, be enforced as written and as if the invalid or unenforceable provision had not been included in this Agreement.

11. Integrated Agreement. This Agreement represents the entire understanding between the parties and supersedes any previous understanding relating to the subject of this Agreement. This Agreement may be modified only by a writing signed by all parties.

12. Waiver. A waiver by any party to this Agreement shall not be considered as a waiver of any subsequent default or breach of the same or other provisions of this Agreement. The failure by any party to this Agreement to object to or to take affirmative action with respect to, any conduct of the other which is in violation of this Agreement shall not be construed as a waiver thereof, or of any future breach or subsequent wrongful conduct.

13. Execution in Counterparts. This Agreement will be considered enforceable even if separate copies are executed, so long as both parties receive an executed copy from the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates shown, intending to be legally bound.

SELLER:

BUYER:

By: _____
Printed Name: _____

By: _____
Printed Name: «FullName» _____

**SNAP-ON:
SNAP-ON TOOLS COMPANY LLC**

By: _____
Printed Name: «RegionalManager» _____
Title: Regional Manager

APPENDIX I.11.D



CANCELLATION OF GATEWAY FRANCHISE AGREEMENT AND RELEASE (Gateway Franchisee Entering Into Standard Franchise Agreement)

THIS CANCELLATION OF GATEWAY FRANCHISE AGREEMENT AND RELEASE entered into by and between Snap-on Tools Company LLC ("Snap-on") and the Snap-on Gateway Franchisee whose name appears below ("Gateway Franchisee"). As used in this Agreement, unless the context expressly otherwise requires, the term "Snap-on" includes Snap-on Tools Company LLC, all its affiliated entities (including without limitation Snap-on Credit LLC and Snap-on Incorporated) and its predecessor Snap-on Tools Company.

RECITALS:

- A. Gateway Franchisee and Snap-on entered into a Gateway Franchise Agreement dated the "Gateway Franchise Agreement").
- B. Gateway Franchisee has applied for a Standard Franchise Agreement from Snap-on and Snap-on has agreed to enter into a Standard Franchise Agreement with Gateway Franchisee, subject to the parties entering into this Cancellation of Gateway Franchise Agreement and Release upon the terms and conditions contained herein.

NOW, THEREFORE, for and in consideration of Snap-on issuing a Standard Franchise Agreement to Gateway Franchisee and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. Cancellation of Gateway Franchise Agreement. Gateway Franchisee and Snap-on agree to and do hereby cancel and terminate the Gateway Franchise Agreement, effective at 11:59 P.M. on the day prior to the date of this Agreement (the "Effective Time"), and from and after the Effective Time, Gateway Franchisee shall have no further rights under the Gateway Franchise Agreement.
2. Waiver of Notice. Notwithstanding the terms and provisions of the Gateway Franchise Agreement with respect to notice of termination, it is stipulated and agreed between the parties hereto that the notice or notices required therein shall be and are hereby waived.
3. Release. Gateway Franchisee (for Gateway Franchisee and any person in privity with or claiming through, on behalf of or in the right of Gateway Franchisee, including but not limited to spouses and other family members, heirs, executors, representatives, successors and assigns) RELEASES and FULLY DISCHARGES Snap-on (and its respective past and current officers, directors, shareholders, employees, agents, spouses, heirs, executors, successors and assigns) from and against any and all claims, allegations, causes of action, obligations, losses, damages or liabilities of every kind, relating to or arising out of any action, omission or representation or other basis of liability in tort or contract or under any state or federal law or regulation, including, but not limited to, claims arising under all applicable Franchise acts, Federal Trade Commission regulations, Deceptive Trade Practices acts, Unfair Business Practices acts, Little FTC acts, Business Opportunity acts, Consumer Protection acts and/or Seller Assisted Marketing Plan acts, employment laws, including, but not limited to, Age Discrimination In Employment Act, Employee Retirement Income Security Act, Fair Employment Laws, and all applicable regulations thereunder, that Gateway Franchisee may

have against Snap-on, whether known or unknown, whether currently existing or hereafter asserted, including but not limited to the entry into, performance (or failure to perform) under, or termination of the Gateway Franchise Agreement or any other agreement or understanding between the parties prior to the date of this Agreement.

Gateway Franchisee has entered into this Agreement with Snap-on as of _____, 20____, freely and voluntarily, without duress and coercion, and having read and understood each provision set out above.

GATEWAY FRANCHISEE:

Print Name: «FullName»

WITNESS TO GATEWAY FRANCHISEE SIGNATURE:

Print Name: _____

SNAP-ON TOOLS COMPANY LLC

Print Name: «RegionalManager»
Title: Regional Manager

APPENDIX J

List of State Administrators

California

California Commissioner of
Corporations
71 Stevenson St., Ste. 2100
San Francisco, CA 94105-2180

Hawaii

Department of Commerce and
Consumer Affairs
Business Registration Division
Securities Compliance Branch
335 Merchant St., Room 203
Honolulu, HI 96813

Illinois

Office of the Attorney General
Franchise Division
500 South Second Street
Springfield, IL 62706

Indiana

Indiana Securities Division
Secretary of State
302 West Washington Street
Room E-111
Indianapolis, IN 46204

Iowa

Director of Regulated Industries
Unit
Iowa Securities Bureau
340 Maple
Des Moines, IA 50319-0066

Maine

Department of Professional &
Financial Regulation
Banking Bureau, Securities
Division
124 Northern Avenue
Gardiner, ME 04345

Maryland

Office of the Attorney General
Division of Securities
200 St. Paul Place, 20th Floor
Baltimore, MD 21202-2020

Michigan

Michigan Attorney General
Consumer Protection Division
Attention: Franchise Section
525 W. Ottawa Street
Williams Building, 6th Floor
Lansing, MI 48933

Minnesota

Commissioner of Commerce
Minnesota Department of
Commerce
Market Assurance Division
85 7th Place East, Suite 500
St. Paul, MN 55101-2198

Nebraska

Department of Banking and
Finance
1230 O Street
Lincoln, NE 68508

New York

New York State Department of
Law
Bureau of Investor Protection
and Securities
120 Broadway, 23rd Floor
New York, NY 10271

North Carolina

Department of the Secretary of
State
300 North Salisbury Street
Raleigh, NC 27603-5909

North Dakota

North Dakota Securities
Commissioner
600 East Boulevard
5th Floor
Bismarck, ND 58505-0510

Oregon

Department of Consumer and
Business Services
Division of Finance and
Corporate Securities
Labor and Industries Building
Salem, OR 97310

Rhode Island

Rhode Island Department of
Business Regulation
Division of Securities
1511 Pontiac Avenue
Cranston, RI 02920-4407

South Dakota

Director of Division of Securities
Department of Revenue and
Regulation
445 East Capitol Avenue
Pierre, SD 57501-3185

Texas

Statutory Document Section
Secretary of State
P.O. Box 12887
Austin, TX 78711

Utah

Department of Commerce
Division of Consumer Protection
160 E. Three Hundred South
SM Box 146704
Salt Lake City, UT 84114-6704

Virginia

State Corporation Commission
Director, Division of Securities
and Retail Franchising
1300 East Main Street
9th Floor
Richmond, VA 23219

Washington

Director of the Department of
Financial Institutions
Securities Division
P.O. Box 9033
Olympia, WA 98507-9033

Wisconsin

Commissioner of Securities
Securities and Franchise
Registration
P.O. Box 1768
Madison, WI 53701

APPENDIX K

LIST OF EFFECTIVE DATES

Except as indicated below, the Effective Date of this Disclosure Document in your state is February 18, 2011.

<u>State</u>	<u>Effective Date</u>
Hawaii	_____
Minnesota	_____
North Carolina	March 2, 2011
Washington	_____

APPENDIX L

List of Agents for Service of Process for Snap-on

Alabama

The Corporation Company
2 North Jackson Street
Suite 605
Montgomery, AL 36104

Alaska

CT Corporation System
Suite 202
9360 Glacier Highway
Juneau, AK 99801

Arizona

CT Corporation System
2394 East Camelback Road
Phoenix, AZ 85016

Arkansas

The Corporation Company
124 West Capitol Avenue
Suite 1900
Little Rock, AR 72201

California

CT Corporation System
818 West 7th Street
Los Angeles, CA 90017

and

California Commissioner of
Corporations
71 Stevenson St., Suite 2100
San Francisco, CA 94105-2180

Colorado

The Corporation Company
1675 Broadway
Suite 1200
Denver, CO 80202

Connecticut

CT Corporation System
One Corporate Center
Floor 11
Hartford, CT 06103-3220

Delaware

The Corporation Trust Company
Corporation Trust Center
1209 Orange Street
Wilmington, DE 19801

District of Columbia

CT Corporation System
1015 15th Street NW
Suite 1000
Washington, D.C. 20005

Florida

CT Corporation System
1200 South Pine Island Road
Plantation, FL 33324

Georgia

CT Corporation System
1201 Peachtree Street, N.E.
Atlanta, GA 30361

Hawaii

The Corporation Company, Inc.
900 Fort Street Mall
Suite 1800
Honolulu, HI 96813

and

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, HI 96813

Idaho

CT Corporation System
1111 West Jefferson
Suite 530
Boise, ID 83702

Illinois

CT Corporation System
208 S. LaSalle Street
Suite 814
Chicago, IL 60604

and

Illinois Attorney General
500 South Second Street
Springfield, IL 62706

Indiana

CT Corporation System
251 E. Ohio Street
Suite 1100
Indianapolis, IN 46204

Iowa

CT Corporation System
500 East Court Avenue
Suite 500
Des Moines, IA 50309

Kansas

The Corporation Company, Inc.
112 SW 7th Street, Suite 3C
Topeka, KS 66603

Kentucky

CT Corporation System
4169 Westport Road
Louisville, KY 40207

Louisiana

CT Corporation System
5615 Corporate Blvd.
Suite 400B
Baton Rouge, LA 70808

Maine

CT Corporation System
One Portland Square
Portland, ME 04101

and

Securities Administrator
124 Northern Avenue
Gardiner, ME 04345

Maryland

The Corporation Trust
Incorporated
351 West Camden Street
Baltimore, MD 21201

and

Securities Commissioner
Division of Securities
200 St. Paul Place
20th Floor
Baltimore, MD 21202-2020

Massachusetts

CT Corporation System
155 Federal Street
Suite 700
Boston, MA 02110

Michigan

The Corporation Company
30600 Telegraph Road
Suite 2345
Bingham Farms, MI 48025

and

Corporations & Securities
Bureau
Department of Commerce
6546 Mercantile Way
Lansing, MI 48910

Minnesota

CT Corporation System, Inc.
100 South Fifth Street
Suite 1075
Minneapolis, MN 55402

and

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

Mississippi

CT Corporation System
645 Lakeland East Drive
Suite 101
Flowood, MS 39232

Missouri

CT Corporation System
120 South Central Avenue
Clayton, MO 63105

Montana

CT Corporation System
401 North 31st Street
Suite 1650
Billings, MT 59103

Nebraska

CT Corporation System
1024 K Street
Lincoln, NE 68508

Nevada

The Corporation Trust Company
of Nevada
311 South Division Street
Carson City, NV 89703

New Hampshire

CT Corporation System
9 Capitol Street
Concord, NH 03301

New Jersey

The Corporation Trust Company
820 Bear Tavern Road
West Trenton, NJ 08628

New Mexico

CT Corporation System
123 East Marcy Street
Santa Fe, NM 87501

New York

CT Corporation System
111 Eighth Avenue
New York, NY 10011

North Carolina

CT Corporation System
150 Fayetteville Street
Raleigh, NC 27601

and

North Carolina Secretary of
State
Legislative Office Bldg, Room
414
300 N Salisbury Street
Raleigh, NC 27603-5909

North Dakota

CT Corporation System
314 East Thayer Avenue
Bismarck, ND 58501

and

North Dakota Securities
Commissioner
600 East Boulevard
5th Floor
Bismarck, ND 58505-0510

Ohio

CT Corporation System
1300 East 9th Street
Cleveland, OH 44114

Oklahoma

The Corporation Company
1833 South Morgan Road
Oklahoma City, OK 73128

Oregon

CT Corporation System
388 State Street
Suite 420
Salem, OR 97301

and

CT Corporation System
601 SW Second Avenue
Suite 2050
Portland, OR 97204

Pennsylvania

CT Corporation System
116 Pine Street
Suite 320
Harrisburg, PA 17101

Puerto Rico

CT Corporation System
361 San Francisco Street
Penthouse
Old San Juan, PR 00901

Rhode Island

CT Corporation System
155 South Main Street
Suite 103
Providence, RI 02903

and

Rhode Island Director of
Business Regulation
Division of Securities
1511 Pontiac Avenue
Cranston, RI 02920-4407

South Carolina

CT Corporation System
2 Office Park Court, Suite 103
Columbia, SC 29223

South Dakota

CT Corporation System
319 South Coteau Street
Pierre, SD 57501

and

South Dakota Director of the
Division of Securities
445 East Capitol Avenue
Pierre, SD 57501-3185

Tennessee

CT Corporation System
800 S Gay Street
Suite 2021
Knoxville, TN 37929-9710

Texas

CT Corporation System
350 North St. Paul Street
Suite 2900
Dallas, TX 75201

Utah

CT Corporation System
136 East South Temple
Suite 2100
Salt Lake City, UT 84111

Vermont

CT Corporation System
400 Cornerstone Drive
Suite 240
Williston, VT 05495

Virginia

CT Corporation System
4701 Cox Road
Suite 301
Glen Allen, VA 23060-6802

and

Clerk of the State Corporation
Commission
1300 East Main Street
1st Floor
Richmond, VA 23219

Washington

CT Corporation System
1801 West Bay Drive NW
Suite 206
Olympia, WA 98502

and

Director of the Department of
Financial Institutions
P.O. Box 9033
Olympia, WA 98507

West Virginia

CT Corporation System
5400-D Big Tyler Road
Charleston, WV 25313

Wisconsin

CT Corporation System
8040 Excelsior Drive
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and

Commissioner of Securities
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Registration
Wisconsin Securities
Commission
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Wyoming

CT Corporation System
1720 Carey Avenue
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APPENDIX M

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RECEIPT

This disclosure document summarizes provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Snap-on offers you a franchise, Snap-on must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. However, some state laws (New York and Rhode Island) require that Snap-on provide this disclosure document to you at the first personal meeting held to discuss the franchise sale or at least 10 business days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

If Snap-on does not deliver this disclosure document on time or if it contains a false or misleading statement or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C., 20580, and the state agency listed on Appendix J to this disclosure document.

Appendix L contains a list of our registered agents authorized to receive service of process.

_____ is a Regional Manager whose address is _____
_____ and whose telephone number is _____
_____. _____ is a Business Manager whose
address is _____ and whose
telephone number is _____. _____ is a
Regional Recruiting Manager, whose address is _____
_____ and whose telephone number is _____. _____
_____ is a third party franchise broker or sales agent, whose
address is _____ and whose telephone number
is _____.

I have received a disclosure document with the effective date listed on Appendix K. This disclosure document included the following Exhibits: Pending Litigation and Litigation Filed by Snap-on Against Franchisees in the Fiscal Year Ending January 1, 2011 (Appendix A); Concluded Litigation (Appendix B); Trademarks (Appendix C); Patents (Appendix D); Franchisees as of January 1, 2011 (Appendix E); Franchisees Who Have Left the Snap-on System in the Twelve-Month Period Ended January 1, 2011 (Appendix F); Audited Consolidated Financial Statements of Snap-on Incorporated as of January 1, 2011 (Appendix G); Guarantee of Snap-on Incorporated (Appendix H); Standard Franchise Agreement (Appendix I.1.A); Gateway Franchise Agreement (Appendix I.1.B); Owner's Guaranty of Franchisee's Obligations (Appendix I.1.C); Addendum to the Snap-on Tools Standard Franchise Agreement (Renewal Franchise) (Appendix I.1.D.1); Addendum to the Snap-on Tools Standard Franchise Agreement (Transfer Franchise) (Appendix I.1.D.2); Addendum to the Snap-on Tools Standard Franchise Agreement (Gateway Franchisee Becoming a Standard Franchisee) (Appendix I.1.D.3); Addendum to the Snap-on Tools Standard Franchise Agreement for Additional Franchise (Expansion Franchise) (Appendix I.1.D.4); Addendum to the Snap-on Tools Standard Franchise Agreement (Veterans Discount) (Appendix I.1.D.5); Addendum to the Snap-on Tools Standard Franchise Agreement (Additional Van Conversion to Standard Franchise) (Appendix I.1.D.6); Agreement to Purchase New Products (Appendix I.1.E); Franchisee Servicing Agreement (Appendix I.2); Loan and Security Agreement (Appendix I.3); Continuing Unconditional Guarantee (Appendix I.3.A) Promissory Note (Appendix I.4); Promissory Note (Appendix I.4.A); DSS OnLine Limited Software License and Maintenance Agreement (Appendix I.5.A); MFS OnLine Limited Software License and Maintenance Agreement (Appendix I.5.B); Snap-on Tools Software License and Support Agreement (Appendix I.5.C); RA Financing Agreement (Standard Franchise) (Appendix

I.6.A); RA Financing Agreement (Gateway Franchise) (Appendix I.6.B); RA Loan Addendum to Loan and Security Agreement (Appendix I.6.C); and RA Loan Promissory Note (Appendix I.6.D); Vehicle Lease Agreement, Amendment to Vehicle Lease Agreement, Continuing Unconditional Guarantee, Acceptance Certificate, Van Maintenance Agreement (Appendix I.7); Snap-on Credit Automated Payment Plan (Appendix I.8); Franchisee Web Site Participation Agreement (Appendix I.9); Acknowledgement of Ride Through List of Calls (Appendix I.10); Release (Expansion) (Appendix I.11.A); Release (Renewal) (Appendix I.11.B); Consent to Transfer Agreement (Appendix I.11.C); Cancellation of Gateway Franchise Agreement and Release (Appendix I.11.D); List of State Administrators (Appendix J); List of Effective Dates (Appendix K); List of Agents for Service of Process (Appendix L); Standard Franchise Operations Manual Table of Contents (Appendix M.1); and Gateway Franchise Operations Manual Table of Contents (Appendix M.2).

Date

Prospective Franchisee

Printed Name

Address

RECEIPT

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address is _____ and whose telephone number
is _____.

I have received a disclosure document with the effective date listed on Appendix K. This disclosure document included the following Exhibits: Pending Litigation and Litigation Filed by Snap-on Against Franchisees in the Fiscal Year Ending January 1, 2011 (Appendix A); Concluded Litigation (Appendix B); Trademarks (Appendix C); Patents (Appendix D); Franchisees as of January 1, 2011 (Appendix E); Franchisees Who Have Left the Snap-on System in the Twelve-Month Period Ended January 1, 2011 (Appendix F); Audited Consolidated Financial Statements of Snap-on Incorporated as of January 1, 2011 (Appendix G); Guarantee of Snap-on Incorporated (Appendix H); Standard Franchise Agreement (Appendix I.1.A); Gateway Franchise Agreement (Appendix I.1.B); Owner's Guaranty of Franchisee's Obligations (Appendix I.1.C); Addendum to the Snap-on Tools Standard Franchise Agreement (Renewal Franchise) (Appendix I.1.D.1); Addendum to the Snap-on Tools Standard Franchise Agreement (Transfer Franchise) (Appendix I.1.D.2); Addendum to the Snap-on Tools Standard Franchise Agreement (Gateway Franchisee Becoming a Standard Franchisee) (Appendix I.1.D.3); Addendum to the Snap-on Tools Standard Franchise Agreement for Additional Franchise (Expansion Franchise) (Appendix I.1.D.4); Addendum to the Snap-on Tools Standard Franchise Agreement (Veterans Discount) (Appendix I.1.D.5); Addendum to the Snap-on Tools Standard Franchise Agreement (Additional Van Conversion to Standard Franchise) (Appendix I.1.D.6); Agreement to Purchase New Products (Appendix I.1.E); Franchisee Servicing Agreement (Appendix I.2); Loan and Security Agreement (Appendix I.3); Continuing Unconditional Guarantee (Appendix I.3.A) Promissory Note (Appendix I.4); Promissory Note (Appendix I.4.A.); DSS OnLine Limited Software License and Maintenance Agreement (Appendix I.5.A); MFS OnLine Limited Software License and Maintenance Agreement (Appendix I.5.B); Snap-on Tools Software License and Support Agreement (Appendix I.5.C); RA Financing Agreement (Standard Franchise) (Appendix

I.6.A); RA Financing Agreement (Gateway Franchise) (Appendix I.6.B); RA Loan Addendum to Loan and Security Agreement (Appendix I.6.C); and RA Loan Promissory Note (Appendix I.6.D); Vehicle Lease Agreement, Amendment to Vehicle Lease Agreement, Continuing Unconditional Guarantee, Acceptance Certificate, Van Maintenance Agreement (Appendix I.7); Snap-on Credit Automated Payment Plan (Appendix I.8); Franchisee Web Site Participation Agreement (Appendix I.9); Acknowledgement of Ride Through List of Calls (Appendix I.10); Release (Expansion) (Appendix I.11.A); Release (Renewal) (Appendix I.11.B); Consent to Transfer Agreement (Appendix I.11.C); Cancellation of Gateway Franchise Agreement and Release (Appendix I.11.D); List of State Administrators (Appendix J); List of Effective Dates (Appendix K); List of Agents for Service of Process (Appendix L); Standard Franchise Operations Manual Table of Contents (Appendix M.1); and Gateway Franchise Operations Manual Table of Contents (Appendix M.2).

Date

Prospective Franchisee

Printed Name

Address