TRANSMISSIONS
AAMCO®
TOTAL CAR CARE

MAY 2012
SCC
Securities
Division

FRANCHISE DISCLOSURE DOCUMENT

FRANCHISE DISCLOSURE DOCUMENT
AAMCO TRANSMISSIONS, INC.

201 Gibraltar Road
Horsham, PA 19044
Telephone: (610) 668-2900
Fax: (215) 956-0340
www.aamcotransmissions.com

Franchise Business: As a franchisee, you will operate a transmission and general automotive repair center under the name of AAMCO.

Total Initial Investment: The total investment necessary to begin operation of an AAMCO Center is from $235,400 to $305,600*. This includes the following fees and other payments that you must make to us before you open your AAMCO Center*:

Initial Fee	Amount
Initial License Fee - New franchisee for a location outside of New Jersey	$39,500
Initial License Fee New franchisee for a location in New Jersey	$44,500 (may be eligible for $5,000 credit)
Grand Opening Operations Development (GOOD) Program	$10,000
Equipment, Tools, Supplies, & Installation of Lifts**	$78,000 - $89,500
Interior Design Package	$4,900 - $5,900
Exterior Design Package**	$10,000 - $19,000
Technical Reference Materials	$6,000
Office/Materials Package	$9,000
Grand Opening Advertising	$3,000 - $5,000
Initial Parts and Inventory	$2,500
Security Deposit	$5,000

*This table represents the pre-opening costs payable to AAMCO associated with an individual opening their first AAMCO center. It does not accurately reflect the costs of i) existing AAMCO dealers opening additional centers, ii) non-AAMCO transmission shop owners converting to AAMCO, or iii) the purchase of already operational AAMCO centers. ** If you are in Hawaii, Indiana, Iowa, or Washington you have the option to purchase many of these items from third parties provided the items meet AAMCO standards.

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 Matthew Wright,

AAMCO Transmissions, Inc., 201 Gibraltar Road, Horsham, PA 19044 (telephone: 610-668-2900; fax: 610-471-0442; e-mail mwright@aamco.com).

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read your entire contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer and/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, N.W., 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.

Issuance Date: 05/01/2012

STATE COVER PAGE

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

Call the state franchise administrator listed in **Exhibit D** for information about any 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 FRANCHISE AGREEMENT PERMITS THE FRANCHISEE TO SUE OR TO ARBITRATE WITH AAMCO ONLY IN PENNSYLVANIA. OUT-OF-STATE ARBITRATION OR LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT. IT MAY ALSO COST MORE TO SUE OR TO ARBITRATE WITH AAMCO IN PENNSYLVANIA THAN IN YOUR HOME STATE.

2. THE FRANCHISE AGREEMENT STATES THAT PENNSYLVANIA LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.

3. THE FRANCHISE AGREEMENT STATES THAT YOU AND AAMCO WAIVE TRIAL BY JURY IN ANY ACTION UNDER THE FRANCHISE AGREEMENT.

4. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

We may 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 make sure to do your own investigation of the franchise.

STATE EFFECTIVE DATES: See the next page for state effective dates.

www.aamcofranchises.com

STATE EFFECTIVE DATES:

This Franchise Disclosure Document is registered, or AAMCO Transmissions, Inc. has qualified for an exemption from registration, in the following states having franchise registration or disclosure laws, with the following effective dates:

State	Effective Date
California	submitted
Hawaii	submitted
Illinois	Self executing
Indiana	Self-executing
Maryland	submitted
Michigan	submitted
Minnesota	March 10, 1989; as amended 4/1/2012
New York	Self-executing
North Dakota	submitted
Rhode Island	submitted
South Dakota	submitted
Virginia	submitted
Washington	submitted
Wisconsin	submitted

www.aamcofranchises.com

DISCLOSURES REQUIRED BY MICHIGAN LAW

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. TO THE EXTENT THAT MICHIGAN LAW APPLIES TO ANY CONTRACT THAT WE ENTER WITH YOU, MICHIGAN LAW PROVIDES THAT EACH OF THE FOLLOWING PROVISIONS ARE VOID AND UNENFORCEABLE IF CONTAINED IN ANY DOCUMENTS RELATING TO A FRANCHISE:

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

2. 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.

3. 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.

4. 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 to the parties 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 the franchisor's intent not to renew the franchise.

5. 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.

6. 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.

7. A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

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

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

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

d. The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the Franchise Agreement existing at the time of the proposed transfer.

8. 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).

9. 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.

Michigan law provides that a franchisor whose most recent statements are unaudited and which show a net worth of less than $100,000 shall, at the request of a franchisee, arrange for the escrow of initial investment and other funds paid by the franchisee or subfranchisor until the obligations to provide real estate, improvements, equipment, inventory, training, or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow. In the event that an escrow is so established, the escrow agent shall be a financial institution authorized to do business in the State of Michigan. The escrow agent may release to the franchisor those amounts of the escrowed funds applicable to a specific franchisee or subfranchisor upon presentation of an affidavit executed by the franchisee and an affidavit executed by the franchisor stating that the franchisor has fulfilled its obligation to provide real estate, improvements, equipment, inventory, training, or other items. This portion of the Michigan law does not prohibit a partial release of escrowed funds upon receipt of affidavits of partial fulfillment of the franchisor's obligation.

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

ANY QUESTIONS REGARDING THIS NOTICE SHOULD BE DIRECTED TO THE OFFICE OF THE ATTORNEY GENERAL, CONSUMER PROTECTION DIVISION, ATTN: FRANCHISE SECTION, G. MENNEN WILLIAMS BUILDING, 6TH FLOOR, LANSING, MICHIGAN 48933, (517) 373-7117.

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

1. Terminology.

To simplify the language in this Franchise Disclosure Document "AAMCO", "we", and "us" means AAMCO Transmissions, Inc., the franchisor. "You" means the person who buys the franchise and includes your owners if you are a corporation, limited liability company, partnership or other type of business entity.

2. The Company, Our Parents, Predecessors and Affiliates.

AAMCO is a Pennsylvania corporation which was incorporated on November 6, 1963. AAMCO has no predecessor. AAMCO does business as AAMCO Transmissions, Inc., with a principal business address of 201 Gibraltar Road, Horsham, PA 19044.

On March 7, 2006, AAMCO became a subsidiary of American Driveline Systems, Inc., a Delaware Corporation ("ADL"), which indirectly owns another subsidiary offering transmission repair center franchises under a different brand, Cottman Transmission Systems, LLC ("Cottman"). American Capital, Ltd., a publically traded business development company and global asset manager located at 2 Bethesda Metro Center, 14th Floor, Bethesda, MD 20814, is an investor in American Driveline Systems, Inc. with a majority interest in its common stock.

Our affiliates, American Driveline Communications Corporation and Select-Trans Equipment Company, Inc. each provide products or services to AAMCO franchisees, and American Driveline Communications Corporation operates company-owned AAMCO centers in California. Our affiliate, American Driveline Centers, Inc. ("ADC"), operates company-owned AAMCO centers in multiple U.S. states. Their principal business address is the same as ours, and each affiliate is a Pennsylvania corporation.

AAMCO's agents for service of process in various states are listed on **Exhibit E**.

3. Prior Business Experience of AAMCO and Any Affiliates That Offer Franchises in Any Line of Business or Provide Products or Services to Our Franchisees.

Since 1963, AAMCO has developed, operated and sold franchises for transmission and general automotive repair centers of the type described in this Franchise Disclosure Document. AAMCO has not offered franchises in any other line of business and does not engage in any other business activities. As of the date of issuance of this Franchise Disclosure Document, AAMCO does not operate businesses of the type being franchised although we have done so in the past.

Through Cottman's predecessors, Cottman has operated transmission and driveline related automotive repair service centers under the Cottman brand name since 1962. Cottman has sold franchises for Cottman transmission service centers since 1967. Since March 7, 2006, some Cottman franchisees have either converted to become AAMCO franchisees.

Our affiliates, American Driveline Communications Corporation and Select-Trans Equipment Company, Inc., each provide goods or render services to our franchisees. American Driveline Communications Corporation, which is a direct subsidiary of ADL, obtains telephone numbers for use by AAMCO franchisees in the operation of their Centers. American Driveline Communications Corporation or another affiliate of ours will own the telephone numbers for any new AAMCO Center established after October, 2006.

Select-Trans Equipment Company, Inc., which became a wholly-owned subsidiary of ADL in connection with the March, 2006 acquisition and previously was Cottman's affiliate, sells equipment packages to new AAMCO franchisees and replacement equipment to Cottman franchisees.

Neither American Driveline Communications Corporation, American Driveline Centers, Inc., nor Select-Trans Equipment Company, Inc. has offered franchises in any line of business, except that American Driveline Communications Corporation and American Driveline Centers, Inc. are the franchisee of record on company-owned AAMCO centers that are sometimes sold to new and existing AAMCO franchisees.

4. The Franchises That We Offer.

As an AAMCO franchisee, you will own and operate an AAMCO Center and sell transmission repair services, as well as AAMCO's Total Car Care services, such as oil and filter changes, brake services, cooling system service, tune-ups, factory recommended maintenance, and related automotive services to the general public on both a retail and wholesale level.

5. Franchisee Referral Program.

We currently offer a Franchisee Referral Program. For each qualified candidate that an AAMCO Franchisee refers to the AAMCO Franchise Development Department, that results in a sale of an AAMCO franchise, AAMCO will pay a referral fee of $5,000. For a lead to be qualified and accepted they must (a) not already be in our data base; (b) have a minimum net worth of $250,000, and (c) have minimum cash available of $65,000. The referral fee will be paid once the candidate completes the required training and pays us the entire initial fee. We intend to continue this program through 2012 and thereafter may discontinue this program at any time.

6. General Market for Your Products and Services and General Description of Your Competition.

You will be competing with other businesses that repair transmissions and provide general automotive repair services, including independent garages and shops, auto dealerships and other auto repair chains. Your potential customers are owners of various types of automotive vehicles who have transmission or general automotive related problems. You will be competing with other national chains, independent garages and service stations and auto dealerships in offering AAMCO transmission and Total Car Care services. The market is competitive.

7. Laws and Regulations.

In operating your AAMCO Center, you must comply with all federal, state, provincial, municipal, and local laws and regulations applicable to an automotive care business. **Exhibit F** illustrates the types of federal and state laws that might apply to your AAMCO Center, which include automotive repair, tax, employment, environmental, and consumer protection laws. You must also comply with federal and state laws affecting businesses generally including laws forbidding smoking in public places or requiring the public posting of notices regarding health hazards (e.g., tobacco smoke or other carcinogens), and laws regarding fire safety and general emergency preparedness laws, rules regarding the proper use, storage and disposal of waste, insecticides and other hazardous materials, and standards regarding employee health and safety. **Exhibit F** is not exhaustive. There may be other laws and regulations in addition to those listed that cover automotive repair facilities in your locality. It is your responsibility to be aware of and to comply with all federal, state, provincial, and local laws. **Exhibit F** does not take the place of a franchisee's duty to investigate and comply with all applicable laws.

8. Your Owner's Obligations.

If you are a business entity, each of your owners who owns 25% or more of the outstanding voting interests of the business entity must sign our form of personal guaranty agreeing to jointly and severally personally guaranty the entity's obligations to us under all contracts that the entity signs with us. Since most of our franchisees enter into the Franchise Agreement as individuals and not as a business entity, at this time, we do not have a standard form of personal guaranty. In addition, AAMCO reserves the sole right to determine if it will permit an entity to sign a franchise agreement as a franchisee in lieu of signing as an individual.

ITEM 2.
BUSINESS EXPERIENCE

President, CEO, and Director – Marc Graham – Mr. Graham was appointed President and CEO of AAMCO and American Driveline in September 2009. Mr. Graham joined the Board of Directors of AAMCO in March 2006. In December 2011, Mr. Graham was appointed Chairman of the Board of Directors of ADL and AAMCO. From 2007 to 2009, Mr. Graham was President/CEO of EZ Lube, LLC. From 2005 to 2007 Mr. Graham was President/CEO of InstallerEDGE, an automotive parts distributor. From 2003 to 2005, Mr. Graham worked as a consultant in the automotive industry. Mr. Graham also served as President/CEO of Jiffy Lube International from June 1999 to June 2003.

Member of Board of Directors – Adam Spence – Mr. Spence was elected to the Board of Directors of AAMCO in July 2006. Mr. Spence has been employed by American Capital since 2001. Prior to his employment at American Capital, Mr. Spence was employed by the Lend Lease Real Estate Investments, Inc.

Member of Board of Directors – Brian Graff – Mr. Graff was appointed to the Board of Directors of AAMCO in March 2006. Mr. Graff has been employed by American Capital from July 2001 until the present. Prior to his employment at American Capital, Mr. Graff was employed by Odyssey Investment Partners from January 2000 until July 2001.

Member of Board of Directors – Robert Rosenberg – Mr. Rosenberg was appointed to the Board of Directors of AAMCO in March 2006. Mr. Rosenberg retired from his position of CEO of Allied Domecq Retailing USA in 1998. Since that time Mr. Rosenberg has served on several Board of Directors for nonprofit and for-profit companies. He has also served as an Adjunct Professor in the MBA and Executive Education Programs at Babson College in Wellesley, Mass.

Member of Board of Directors – Jim Gregory – Mr. Gregory was appointed to the Board of Directors of AAMCO in April 2009. Mr. Gregory has been employed by American Capital since 2005. Prior to joining American Capital, Mr. Gregory was employed by Edgeview Partners and The Carlyle Group.

Member of Board of Directors – Miles Arnone – Mr. Arnone was elected to the Board of Directors of AAMCO in March 2011. Mr. Arnone has been employed by American Capital since 2002. Prior to his employment at American Capital, Mr. Arnone was an Entrepreneur-in-Residence at Charterhouse Group International and President of Boston Digital Corporation.

Executive Vice President and CFO – Michael Sumsky – Mr. Sumsky joined AAMCO in June 2006 as Vice President of Finance-CFO. Previously, Mr. Sumsky was employed at Diamond Triumph Auto Glass, serving as President and COO from July 2004 to December 2005, as President and CFO from January 2002 to June 2004, and as Executive Vice President and CFO from January 2001 to December 2001.

Mr. Sumsky serves as Secretary of AAMCO, ADL and Cottman, positions he has held since September 2006.

Senior Vice President of Operations – Brian O'Donnell – Mr. O'Donnell currently serves as Senior Vice President of Operations for AAMCO. Mr. O'Donnell started with AAMCO in January 1985 as a Field Operations Manager. From May 1988 until June 1992, Mr. O'Donnell was Director of Operations. Mr. O'Donnell became Vice President of Operations in June 1992 and continued in that position until 1997 when he was appointed Senior Vice President of Operations.

Vice President – Law and General Counsel – James A. Goniea – Mr. Goniea joined AAMCO in September 2006 as Vice President – Law and General Counsel. Previously, Mr. Goniea was a partner in the San Francisco, CA office of Sonnenschein Nath & Rosenthal LLP where he practiced from April 2000 until September 2006. Mr. Goniea also is the Vice President - Law and General Counsel of ADL.

Vice President Operations East and Technical Services – Bruce Chidsey – Mr. Chidsey joined AAMCO in September 2008 as Vice President of Technical Services and New Product Development. Prior to AAMCO, Bruce spent 27 years with Pep Boys Auto, most recently as the Corporate Vice President of Service Operations and Customer Relations. Prior to Pep Boys, Bruce worked with Detroit based MSX International. Bruce is currently an ASIA/ASE World Class Technician, Master Automotive, Master HD Truck, Master Engine Machinist, and Master Refinishing. Bruce is also a founding member and past Vice Chairman of the Automotive Maintenance and Repair Association (AMRA).

Vice President Operations West – John Baumgartner – Mr. Baumgartner joined AAMCO in November 2010. Prior to that, he was the Chairman & CEO of a new car dealership consulting firm that specialized in service operations. Mr. Baumgartner also was the VP of Sales & Marketing for one of the largest suppliers of auto parts in the Quick Lube Industry, a position that he took after working for Chrysler Corporation for over 13 years

Vice President – Training –- Michael Dacko – In March 2006, Mr. Dacko was named the Vice President – Training for AAMCO. Previously, Mr. Dacko was Vice President–Operations for Cottman having returned to Cottman in 1991 as Director of Training and Senior Operations Manager. Mr. Dacko also worked for Cottman from 1975 to 1987 in various positions, including Operations Manager, Training Director and Assistant Director of Operations.

Vice President – Marketing – Jack Bachinsky – Mr. Bachinsky joined AAMCO in August 2007 as Vice President – Marketing. Previously, Mr. Bachinsky was employed at LA Weight Loss Franchise Company in Horsham, Pennsylvania as it Senior Vice President of Marketing from 1998 until August 2007.

Vice President – Equipment – Rob Fillman – In April 2011, Mr. Fillman was named Vice President – Equipment. Mr. Fillman previously held various positions with Cottman Transmission starting in 2001. Mr. Fillman then joined AAMCO in 2006, most recently holding the position of Senior Franchise Support Manager. All together, Mr. Fillman has over 30 years of experience in the automotive industry in various capacities.

Vice President Center Support – Craig Henning Mr. Henning joined AAMCO in January 2011. Previously, Mr. Henning was employed by Pep Boys, Philadelphia, and served as Vice President Commercial from 2001 to 2006. Mr. Henning was a consultant from 2007 to 2009 serving small businesses and National Project work. Most recently, Mr. Henning was the Fleet Director for EZ Lube in Southern California from 8/2009 to 11/20/10.

Vice President of Corporate Centers: Peter Castelline - Mr. Castelline joined AAMCO in February 2012 as Vice President of Corporate Centers. Previously, Mr. Castelline was Vice President of Sales & Operations for SCE Environmental Group, Inc. from 2008 – 2011. Prior to that Mr. Castelline spent nearly 20 years at Diamond Triumph Auto Glass as Vice President of Sales & Operations and prior to that as the Controller.

Vice President of Franchise Development: Chris Pettis – Mr. Pettis joined AAMCO in February 2012 as Vice President of Franchise Development. Previously, Mr. Pettis was Corporate Director for SA Recycling based in Orange CA. Mr. Pettis was also in charge of New Business Development for Mervis Industries from 2009 to 2010, and served as Vice President Franchise Development for American Brake Service 2005 to 2008. From 1998 to 2005, Mr. Pettis was Vice President of Operations for U-Wrench-It Auto Parts.

Vice President of Finance – Scott Brennan – Mr. Brennan joined AAMCO in August of 2006 as Director of Finance. Previously, Mr. Brennan was employed at Diamond Triumph Auto Glass, serving as Director of Corporate Finance and various other finance positions from July 1997 through November 2005. Mr. Brennan has also worked at Keystone Automotive Operations, Inc. a national distributor of automotive accessories.

ITEM 3.
LITIGATION

Pending Litigation:

Firm Investments, LLC and Saysana v. AAMCO Transmissions, Inc., et al. On September 11, 2011, after notice and an opportunity to cure, AAMCO terminated former franchisees Firm Investments, LLC and Robert Saysana for failure timely to pay monies due to AAMCO. On September 15, 2011 Firm Investments, LLC and Saysana file a Complaint in the Superior Court of the State of Washington for Snohomish County, Case No. 11 2 08617 6 (the "Washington Action"). The Complaint in the Washington Action does not allege any causes of action against AAMCO, however, it generally alleges that AAMCO wrongfully terminated Firm

Investments, LLC and Saysana. Saysana did not serve the Complaint in the Washington Action on AAMCO. On November 3, 2011, following AAMCO's termination of Saysana, AAMCO filed a Complaint against Firm Investments, LLC and Robert Saysana alleging causes of action for, among other things, trademark infringement, breach of contract and unfair competition. AAMCO file the action in the United States District Court for the Eastern District of Pennsylvania, Case No. 11-cv-6882 (the "Pennsylvania Action"). On November 22, 2011 counsel for Firm Investments, LLC and Saysana filed a Motion to Withdraw in the Washington Action. On December 7, 2011, Saysana filed for Chapter 7 bankruptcy protection. The litigations are subject to the bankruptcy court's automatic stay. AAMCO denies any wrongdoing and, in the event that the stay is lifted, will vigorously defend against the allegations of the Complaint in the Washington Action and will aggressively pursue its remedies in the Pennsylvania Action.

Otoigiakhi v. AAMCO Transmissions, Inc. On June 2, 2011 AAMCO sent Emmanuel Otoigiakhi a letter notifying him that his AAMCO franchise would terminate sixty (60) days after his receipt of the letter due to AAMCO discovery that he had engaged in systematic underreporting of sales and under payment of franchise fees. On or about June 30, 2011, Otoigiakhi filed a complaint against AAMCO in Superior Court of New Jersey, Legal Division, Middlesex County, Case No. MID-L-005090-11, alleging causes of action for breach of the covenant of good faith and fair dealing, breach of contract, violation of N.J.S.A. section 10:5-2 et al. and for an accounting. AAMCO denies any wrongdoing and intends to vigorously defend against the claims asserted. The matter is in its preliminary stages.

L&V Contractors, LLC v. AAMCO Transmissions, Inc., et al., Plaintiff is a former customer of an AAMCO center in East Hartford, Connecticut. In September of 2008, plaintiff sued AAMCO's franchisee, Drive Train Unlimited, LLC ("Drive Train"), alleging, among other things, that Drive Train had unlawfully converted its vehicle to Drive Train's own use. Plaintiff alleged identical claims against AAMCO asserting the Drive Train was AAMCO's "agent, servant and/or employee." Pursuant to AAMCO's franchise agreement with Drive Train, Drive Train had an obligation to defend and indemnify AAMCO. AAMCO tendered its defense to Drive Train and Drive Train's attorney agreed to represent and defend AAMCO in the action. AAMCO subsequently learned that, without AAMCO's knowledge or participation, a trial was held in this matter and an Order entered by the Court in favor of Plaintiff and against Drive Train and AAMCO in the amount of $59,625. AAMCO filed with the Court a motion for reconsideration, which was denied. AAMCO has filed an appeal of the Court's judgment in favor of plaintiff on the grounds that, among other things, Drive Train is a franchisee of AAMCO and not AAMCO's agent, servant or employee. AAMCO intends to vigorously pursue the appeal.

The PDM Group, Inc. v. AAMCO Transmission, Inc., American Driveline Systems, Inc. ("ADL") et al., Plaintiff is the operating entity of former AAMCO franchisee, Philip McKee ("PDM") McKee abandoned his AAMCO franchise and the premises where it was located leaving the equipment and inventory in place. AAMCO refranchised the location. PDM filed for bankruptcy and thereafter filed an adversary proceeding in the United States Bankruptcy Court for the Eastern District of Pennsylvania, Chapter 11 Case No. 11-22149, Adversary Proceeding Case No. 11-02124, asserting claims against AAMCO and ADL for conversion, turnover, preference and fraudulent transfer. The parties have reached a tentative settlement, pending bankruptcy approval, whereby the bankrupt estate will transfer the equipment and inventory to AAMCO free and clear of all liens and encumbrances in exchange for monetary consideration.

Concluded Litigation:

Schuette v. AAMCO Transmissions, Inc. On February 24, 2011, AAMCO Transmissions, Inc. terminated franchisee David Schuette for, among other reasons, failure timely to pay amounts owed by Schuette to AAMCO and to his local ad pool. On March 9, 2011, Schuette filed a complaint against AAMCO in the United States District Court for the Eastern District of California, Case No. 2:11-cv-00641-KJM-DAD, alleging causes of action for breach of contract, violation of the California Franchise Relations Act, violation of California Business and Professions Code section 17200 and for Declaratory Relief. Schuette also filed a Motion for a Preliminary Injunction seeking to halt AAMCO's enforcement of the termination. AAMCO denied any wrongdoing and contended that Schuette's termination was lawful. This matter was resolved by a settlement the terms of which included, among other things, AAMCO's affiliate, American Driveline Centers, Inc. taking over the two AAMCO Centers previously operated by Schuette in exchange for negotiated consideration.

AAMCO Transmissions, Inc. v. Frank Wirth and Auto Centers, LLC (Counterclaim). On June 30, 2011, AAMCO filed an action against terminated franchise Frank Wirth and his company Auto Centers, LLC (together "Wirth") in the United States District Court for the Eastern District of Pennsylvania, Case No. 2:11-cv-04250-RB, seeking, among other things, an injunction enforcing the post-termination covenants of the franchise agreement, including the non-competition covenant, and asserting causes of action for, among other things, trademark infringement, breach of contract and unfair competition. Contemporaneous with filing the Complaint, AAMCO filed a Motion for a Preliminary Injunction to enjoin Wirth from violating AAMCO's rights and to enforce the post-termination covenants of the franchise agreement. On August 29, 2011, Wirth filed an Answer to the Complaint and a Counterclaim against AAMCO alleging causes of action for breach of contract, breach of the covenant of good faith and fair dealing and fraudulent misrepresentation. On October 11, 2011, the Court entered a stipulated Order of permanent injunction. On December 11, 2011 the Court entered an Order dismissing Wirth's Counterclaim against AAMCO. On February 28, 2012, the Court enter a stipulated Order which, among other things, granted a permanent injunction in favor of AAMCO and a money judgment in favor of AAMCO in the amount of $51,009.86.

AAMCO Transmissions Inc. v. Lydia Ertle, et al., (Counterclaim). On December 2, 2010, AAMCO file an action against terminated franchisee Lydia Ertle, her husband, Tom Gamble and their company Mechanical Woman, Inc. in the United States District Court for the Northern District of Ohio, Western Division, Case No. 3:10-cv-02717, seeking, among other things, among other things, an injunction enforcing the post-termination covenants of the franchise agreement, including the non-competition covenant, and asserting causes of action for, among other things, breach of contract, common law unfair competition and declaratory relief. Contemporaneous with filing the Complaint, AAMCO filed a Motion for Preliminary Injunction to enjoin defendants from violating AAMCO's rights and to enforce the post-termination covenants of the franchise agreement. On January 5, 2011, AAMCO filed a First Amended Complaint. On January 19, 2011, defendant Ertle filed an Answer and Counterclaim against AAMCO alleging causes of action for fraud/fraudulent inducement, breach of contract and the implied covenant of good faith and fair dealing, tortuous interference with contractual rights, negligent misrepresentation, violation of the Robinson Patman Act and violation of RICO. This matter was resolved by a settlement the terms of which included, among other things, Ertle and Gamble's agreement to the Court entering a permanent injunction. No money was exchanged by the parties.

Nadeau v. David Khaef and AAMCO Transmissions, Inc. On June 18, 2010 the Plaintiff in this action pending in Massachusetts Superior Court, County of Hampden (Case No. 09-323) filed an Amended Complaint adding AAMCO as a party. The matter involves disputes arising out of a contract by an existing AAMCO franchisee to transfer his center to the plaintiff. The Amended Complaint alleges claims of (1) intentional interference with contractual rights, (2) intentional misrepresentation and deceit and (3) unfair and deceptive trade practices against AAMCO. AAMCO filed a motion to dismiss the Amended Complaint. The Motion was granted on January 10, 2011 and the case dismissed with prejudice.

Glisson et al. v. AAMCO Transmissions, Inc., et al., Filed on December 23, 2008 with the American Arbitration Association (Case No. 14 114 Y 02055 08), this matter involves allegation of fraud, breach of contract, negligent misrepresentation and violation of the Virginia Retail Franchising Act, by a former Cottman Center owner who relocated her center and converted to the AAMCO brand. AAMCO has filed a counterclaim against Glisson seeking, among other things, to collect monies owed by Glisson to AAMCO pursuant to the franchise agreement and to Glisson's local advertising pool agreement. Settlement was reached in this matter on August 10, 2010. Neither Claimant nor AAMCO paid any money to the other.

Nader Hi-Tech, Inc., Mina Hi-Tech, Inc. and Georgette Abdelshahid v. AAMCO Transmissions, Inc. et al. On March 4, 2010, AAMCO franchisees Nader Hi-Tech, Inc and Georgette Abdelshahid filed an action in the Superior Court of New Jersey, Middlesex County against, among others, AAMCO. The Complaint alleges causes of action against AAMCO for declaratory and injunctive relief base on alleged unfair termination and breach of the duty of good faith and fair dealing, The complaint seeks, among other things, to enjoin AAMCO from terminating the Plaintiffs. The Complaint was filed by the Plaintiffs after AAMCO informed the Plaintiffs that their franchise was being terminated after an investigation by AAMCO revealed that Plaintiffs had engaged in consumer fraud at their center. Settlement was reached in this matter on April 26, 2010 and the case was dismissed. AAMCO paid no monies to the Plaintiff in connection with the settlement.

Garland v. AAMCO Transmissions, Inc. Filed on July 16, 2008 with the American Arbitration Association (Case No. 14-114 01068 08), this matter involves allegations by an existing franchisee located in Middleton, MA that AAMCO violated his franchise agreement by permitting a Cottman Transmissions Center in Salem, MA to convert to the AAMCO brand. This case was closed by the American Arbitration Association on February 4., 2010 due to failure of the claimant to prosecute the claim.

AAMCO Transmissions, Inc. v. Johnson, et al. (Counterclaim). On October 16, 2008, AAMCO filed an action against terminated franchisees Johnson and Lytle in the United States District Court for the Eastern District of Pennsylvania, Case No. 08-4935, seeking, among other things, an injunction precluding the defendants from continuing to use AAMCO trademarks and telephone numbers and asserting causes of action for, among other things, breach of contract, trademark infringement and unfair competition, Contemporaneous with filing the Complaint, AAMCO filed a Motion for Preliminary Injunction to enjoin defendants from violating AAMCO's trademark rights and to enforce the post-termination covenants of the franchise agreement. On November 18, 2008, defendant Johnson filed an Answer and Counterclaim against AAMCO alleging causes of action for wrongful termination, unfair competition and for recovery of attorneys' fees. On December 19, 2008, the Court entered an Order stipulated to by the parties which, among other things, enjoined defendants from violating AAMCO's trademark rights and included a mutual acknowledgement by the parties that the franchise relationship had been terminated. On or about May 16, 2009 the parties entered into

a stipulation of settlement whereby Johnson agreed that the preliminary injunction would become a permanent injunction and to pay $15,000 to AAMCO.

Ehnes v. AAMCO Transmissions, Inc. On November 30, 2008, Greg Ehnes filed an action in the District Court El Paso County, Colorado, Case No. 2008CV6188, seeking Declaratory Relief against AAMCO and alleging, among other things, that he is not an AAMCO franchisee and is not bound by the terms of a franchise agreement with AAMCO. AAMCO filed an Answer and Counterclaim on January 30, 2009 alleging causes of action for trademark infringement, unfair competition, breach of contract and declaratory judgment. Contemporaneously, AAMCO filed a Motion for a Preliminary Injunction to preclude Ehnes from, among other things, continuing to use a telephone number advertised in the Yellow Pages under the AAMCO mark. On or about May 28, 2009 the parties entered into a settlement whereby Ehnes agreed, among other things, to the entry of a permanent injunction precluding him from violating AAMCO's trademark rights and to pay $15,000 to AAMCO.

Hart v. AAMCO Transmissions, Inc. On April 28, 2009, a customer of a former AAMCO franchisee in North Carolina filed an action, in pro per, in the United States District Court for the Middle District of North Carolina, Case No. 1:09CV311, alleging, among other things, that AAMCO was responsible for the former franchisee's failure to correctly repair his vehicle in November 2005. The complaint asserted cause of action for fraud, unfair and deceptive trade practices, negligent misrepresentation, negligent infliction of emotional duress, conversion, negligence, negligence per se, gross negligence and punitive damages and seeking a permanent injunction. On February 16, 2010, the District Court dismissed Hart's claims, without prejudice, based on lack of subject matter jurisdiction

Kittredge v. AAMCO Transmissions, Inc., et al. Filed on May 8, 2009 in the Court of Common Pleas, Delaware County, Ohio, Civil Division, Kittredge ceased operating his AAMCO center in early 2007 and AAMCO terminated his franchise. AAMCO subsequently entered into a franchise agreement with another party for the same location. Kittredge alleged, among other things, that the equipment and machinery at the location belonged to him and was unlawfully converted by the new franchisee under the authority of AAMCO. The Complaint alleges causes of action for breach of contract, constructive eviction, replevin, fraud, conversion, bailment and unjust enrichment. On February 2, 2010, Kittredge voluntarily dismissed the action without prejudice.

AAMCO Transmissions, Inc. v. Mark Baker (Counterclaim). Filed on November 30, 2006 in the United States District Court for the Eastern District of Pennsylvania. AAMCO terminated Baker for engaging in fraudulent and deceptive practices by, among other things, recommending and attempting to sell unnecessary services to customers, selling unnecessary services to customers and failing to provide the services and parts charged for and making false representations to customers. Baker filed counterclaims in the lawsuit, alleging unspecified damages, asserting causes of action for breach of contract based on wrongful termination and purported violation by AAMCO of its Market Development Program, breach of the covenant of good faith and fair dealing and intentional interference with existing or prospective contractual relationships and seeking damage of 1.7 million dollars. The case proceeded to trial on January 9, 2009. A confidential settlement was reached during trial whereby AAMCO agreed to return to Baker a territorial deposit and an amount Baker claimed was owed to him for fleet work.

Balboa Capital Corporation v. Trans-R-Us, et al. On March 21, 2007, Balboa Capital Corporation, ("Balboa") filed a lawsuit against an AAMCO franchise, Joe Truskowski ("Truskowski"), for, among other things, failure to make payments on an equipment lease that

had been assigned by a third-party lender to Balboa. The primary allegations of the Complaint concern assertions that Truskowski breached the equipment lease by failing to make timely payments thereunder and that he committed fraud in inducing the third party lender to enter into the equipment lease. The Complaint includes a fraud claim directed at AAMCO based on purported misrepresentations made by AAMCO in helping Truskowski acquired the equipment lease financing. AAMCO Answered the Complaint on May 11, 2007, denying all liability and asserting affirmative defenses. A settlement was reached between Balboa and Truskowski and the lawsuit was dismissed, including all claims against AAMCO, in October 2007. We paid no money to any party in connection with the settlement.

AAMCO Transmissions, Inc. v. James M. Dunlap (Counterclaim). Filed January 19, 2007 in the Court of Common Pleas of Montgomery County Pennsylvania and removed to the Eastern District of Pennsylvania on February 9, 2007 as Case No. 07-00562 (TJS). AAMCO terminated Dunlap's franchises in Portsmouth and Chesapeake, Virginia due to Dunlap's failure to timely pay amounts owed to AAMCO and chronic failure to timely submit to AAMCO business reports and repair orders as required by his Franchise Agreements. When Dunlap refused to comply with the post-termination provisions of the Franchise Agreements, AAMCO initiated the lawsuit. Dunlap filed counterclaims in the law suit alleging breach of contract. Dunlap's counterclaims alleged (1) that the termination of his franchises was improper and violated the terms of his Franchise Agreements with AAMCO and (2) that AAMCO owes Dunlap certain monies associated with unpaid AON Warranty Group claims. The matter settled on July 11, 2007 with Mr. Dunlap being permitted to reopen the Portsmouth and Chesapeake centers for the limited purpose of reselling them to third parties. As part of the settlement, all of the claims and counterclaims asserted by the parties in the litigation were dismissed with prejudice. We paid no money to any party in connection with the settlement.

Sharifi v. AAMCO Transmissions, Inc. On March 22, 2007, a lawsuit was file in Texas State court against AAMCO by George Sharifi, a franchisee in Dallas, Texas. The Complaint alleged causes of action for Civil Conspiracy, Fraud and Misrepresentation, Intentional Infliction of Emotional Distress, Intentional Interference with Business Opportunities and Intentional Interference with Existing Contract. Mr. Sharifi alleged damages in excess of $800,000. Mr. Sharifi's claims arose out of his unsuccessful attempt to conclude a transfer of his franchise to a third party. Mr. Sharifi blamed AAMCO, among others, for the failure of the transaction to be consummated. AAMCO answered the Complaint on April 19, 2007 and removed the case to the United States District Court for the Northern District of Texas on April 25, 2007. On June 28, 2007, the Court granted AAMCO's motion dismissing the action, which ended the case.

James Atkins v. AAMCO and Roger Strom. Filed June 27, 2006 in the Fourth Judicial District Court of the County of Hennepin, Minnesota. The former franchisee in Eden Prairie, MN whose franchise was terminated for numerous breaches of the Franchise Agreement, filed an action in State Court against AAMCO and a new franchisee alleging violation of the Minnesota franchise law, breach of contract, breach of implied covenant of good faith and fair dealing, tortious interference with prospective contractual relations and seeking declaratory relief. Co-defendant Roger Strom filed a cross-claim against AAMCO alleging negligent and fraudulent misrepresentation and seeking damages in excess of $50,000; AAMCO filed a motion to dismiss based on the arbitration clause in the Franchise Agreement which was granted on October 18, 2006.

Stephen Maniaci v. AAMCO, et al. Filed September 24, 2003 in the Circuit Court of the Fifth Judicial Circuit for Hernando County, Florida, No. H-27-CA-2003-931-DM. After his local advertising group sued him for unpaid advertising assessments and after AAMCO sent notice of the termination of his franchise, plaintiff sued AAMCO, his local advertising group, AAMCO's attorney and others alleging a conspiracy pursuant to which AAMCO had wrongfully initiated the suit by his local advertising group, interfered with his relationship with that group and improperly terminated his franchise and breached the implied covenant of fair dealing under his Franchise Agreement. The parties entered into a settlement agreement whereby plaintiff dismissed all of his lawsuits and claims and agreed to pay AAMCO and his local advertising pool sums owing to them. AAMCO made no payment to plaintiff.

Ruffu v. AAMCO, et al. Filed November 19, 2002 in the Superior Court of California, County of San Diego, No. GIC 800400. A customer of an AAMCO Center in California filed a civil class action complaint alleging that AAMCO and all AAMCO Centers in California violated California's Unfair Competition and Unfair Business Practices Act and Consumer Legal Remedies Act by using deceptive practices in the sale of transmission services. AAMCO filed a motion for summary judgment seeking dismissal of all claims, including any class claims. Plaintiff subsequently withdrew all class claims, acknowledging of record that he had failed to generate any evidence of a statewide scheme or any evidence against any AAMCO Center other than the one where he did business. The remaining claims were settled upon AAMCO's payment of plaintiff's alleged out-of-pocket damages and a portion of the attorney's fees expended in the litigation, for a total of $68,500.

Roger Westburg, et al. v. AAMCO Transmissions, Inc. Filed November 10, 2004 in the Circuit Court, Milwaukee County, State of Wisconsin, Case No. 04-CV-009910. Franchisees who sought to cancel their Franchise Agreement without signing the standard documentation filed suit alleging promissory estoppel, violation of Wisconsin deceptive trade practices act and unjust enrichment, and seeking return of their deposit and other unspecified damages. After franchisees signed a general release, the $10,000 deposit was returned to plaintiffs plus the sum of $2,500. Plaintiffs filed a voluntary dismissal on January 11, 2005.

Concluded litigation Against Individuals Identified in **Item 2**

NONE

Currently Effective Injunctive Or Restrictive Orders:

States v. AAMCO Transmissions, Inc. In the States of Iowa, Louisiana, Massachusetts, Michigan, Missouri, New York, North Carolina, Ohio, Pennsylvania, Tennessee, Texas, Washington, West Virginia and Wisconsin, AAMCO agreed to undertake a defined standard for monitoring its franchisees in those states through categorizing and tabulating complaints received from customers of franchisees, and taking defined follow-up actions as needed. Separate judgments with identical substantive terms entered on February 18, 1987 in the trial court in the county in which the state capital is located. No findings of any violations of law were entered.

In the matter of the Agreed Case Between the People of the State of California and AAMCO Transmissions, Inc. (No. 479197) Superior Court of the State of California for the County of San Diego. A final judgment pursuant to the statement of the agreed case entered December 14, 1981 concerning advertising procedures in the State of California.

In the matter of the Application of the State of New York against AAMCO Transmissions, Inc., et al. File No. 9973 issued December 6, 1967, Supreme Court of the State of New York, County of Queens; final judgment entered by consent; judgment governs the advertising, servicing and repair of transmissions by AAMCO in the State of New York and requires AAMCO to maintain a compliance program; no findings entered.

State of Minnesota against AAMCO Automatic Transmissions, Inc., et al. File No. 638539, issued October 26, 1967, District Court for the Fourth Judicial District, State of Minnesota, County of Hennepin; permanent order entered by consent without findings; order governs the advertising, servicing and repair of transmissions in the State of Minnesota and requires AAMCO to maintain a compliance program for its franchisees.

In the matter of the State of Illinois against AAMCO Transmissions, Inc. (File No. 79-CH-3706) Circuit Court of Cook County, Illinois; finding by stipulation that AAMCO failed to provide a prospective franchisee with a copy of the required disclosure statement within the required time; judgment entered by consent August 2, 1979; AAMCO agreed to pay a civil penalty of $2,000 and to comply with requirements of the Illinois Franchise Disclosure Act.

Civil Actions Involving the AAMCO Franchise Relationship Which We Brought During Our Last Fiscal Year Ending 12/31/11:

1. We brought the following arbitrations during 2011 against AAMCO franchisees to collect unpaid fees owed to AAMCO and/or Local Ad Pools:

AAMCO Transmissions, Inc. v. Donald W. Coulter, American Arbitration Association Case No. 14 114 00076 11, filed January 19, 2011

AAMCO Transmissions, Inc. v. John Manculich, American Arbitration Association Case No. 14 114 E 00109 11, filed January 24, 2011

AAMCO Transmissions, Inc. v. Alan H. Segal, American Arbitration Association Case No. 14 114 E 00134 11, filed January 31, 2011

AAMCO Transmissions, Inc. v. Matt Moran, American Arbitration Association Case No. 14 114 01405 11, filed February 4, 2011

AAMCO Transmissions, Inc. v. Danny Van Dyke, American Arbitration Association Case No. 14 114 E 00163 11, filed April 4, 2011

AAMCO Transmissions, Inc. v. Gladys Pazmino, American Arbitration Association Case No. 14 114 01405 11, filed September 29, 2011

2. We filed the following Petitions to Confirm Arbitration Awards against AAMCO franchisees during 2011.

AAMCO Transmissions, Inc. v. David L. Borneman, United States District Court for the Eastern District of Pennsylvania, Case No. 11-MC-22, filed February 3, 2011

AAMCO Transmissions, Inc. v. Robert A. DeVries, Court of Common Pleas, Montgomery County, Pennsylvania, Case No. 11-11412, filed April 21, 2011

AAMCO Transmissions, Inc. v. Michael Corrigan, United States District Court for the Eastern District of Pennsylvania, Case No. 11-MC-86, filed June 8, 2011

AAMCO Transmissions, Inc. v. John Manculich, Court of Common Pleas, Montgomery County, Pennsylvania, Case No. 11-28965, filed October 17, 2011

3. We filed the following civil law suits against AAMCO Franchisees (not listed above) in 2011 to collect fees and to seek an injunction enforcing AAMCO's trademark rights

AAMCO Transmissions, Inc. v. Art Terrill, United States District Court for the Eastern District of Pennsylvania, Case No. 11-cv-1140, filed February 17, 2011

AAMCO Transmissions, Inc. v. Vincent L. Merlino, United States District Court for the Eastern District of Pennsylvania, Case No. 2:11-cv-01693-JD, filed March 9, 2011

AAMCO Transmission, Inc. v. James L. Dunlap, United States District Court for the Eastern District of Pennsylvania, Case No. 2:11-cv-04009-BMS, filed June 20, 2011

AAMCO Transmissions, Inc. v. Antonio A. Trovato and Ricardo S. Trovato, United States District Court for the Southern District of California, Case No. 11 CV 01386, filed June 22, 2011

Other than the matters referenced above, there is no litigation that must be disclosed in this Franchise Disclosure Document.

ITEM 4
BANKRUPTCY

Except as provided below in this Item 4, no other person previously identified in **Items 1 and 2** of this Franchise Disclosure Document has been involved as a debtor in proceedings under the United States Bankruptcy Code or proceedings of any foreign nation which is required to be disclosed under this item.

On April 30, 2008, the majority shareholder and the Board of Directors of EZ Lube, LLC ("EZ Lube") and EZ Lube's wholly owned subsidiary Xpress Lube-Tech, Inc. ("Xpress") both located at 3506 W. Lake Drive, Suite B, Santa Ana, CA 92704, hired Marc Graham to become the President of those entities in order to turn around the companies' finances. In 2008, EZ Lube and Xpress operated approximately 82 retail locations specializing in quick automobile oil change service, the majority of which were located in California and Arizona. Several months after Mr. Graham joined the company, the Boards of Directors of EZ Lube and Xpress decided that the best strategy to rehabilitate the companies' financial situation was to pursue a structured bankruptcy to permit the companies' assets to be sold to a successor entity free and clear of all liens. The bankruptcy filing was deemed necessary due to, among other reasons, excessive debt incurred by the companies' prior management. EZ Lube and Xpress filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code on

December 9, 2008 in the United States Bankruptcy Court for the District of Delaware, Case Nos. 08-13256 (CSS) and 08-13257 (CSS), respectively. Mr. Graham left EZ Lube and Xpress on September 12, 2009 to become the President and CEO of AAMCO Transmissions, Inc. On October 30, 2009, the bankruptcy court issued an order confirming EZ Lube's Joint Plan of Reorganization.

ITEM 5.
INITIAL FEES

1. Initial Fees.

With the exception of licenses that we grant to operate an AAMCO Center in New Jersey, the Initial License Fee for a new AAMCO center is $39,500 and is payable in two installments: (i) a $20,000 deposit when you submit your franchise application, and $19,500 when you start Operator's School. You must also pay $10,000 for the Grand Opening Operations Development (GOOD) Program which provides 5 weeks of onsite training as described in **Item 11**. When an existing franchisee applies for another franchise, AAMCO charges an Initial License Fee of $17,500. This existing franchisee license fee is payable in one upfront payment.

If you buy a franchise for an AAMCO Center which you will locate in New Jersey, the Initial License Fee is $44,500, also payable in two installments: (i) a $23,000 deposit when you submit your franchise application, and (ii) $21,500 when you start Operator's School. However, we give a New Jersey franchisee a credit of $5,000 toward the Initial License Fee if you accept the Pennsylvania forum selection provisions in the Franchise Agreement. If you do, the credit reduces the Initial License Fee to $39,500.

You must also purchase the following from AAMCO before you open your AAMCO Center for business:

Initial Fee	Amount
Equipment, Tools, Supplies, & Installation of Lifts**	$78,000 - $89,500
Interior Design Package	$4,900 - $5,900
Exterior Design Package**	$10,000 - $19,000
Technical Reference Materials	$6,000
Office/Materials Package	$9,000

* If you are in Hawaii, Indiana, Iowa, or Washington you have the option to purchase many of these items from third parties provided the items meet AAMCO standards.

AAMCO offers an opportunity to owners of operational independent transmission shops and small chains to become AAMCO franchisees. For conversion owners, AAMCO will reduce the Initial License Fee to $17,500. Owners of an independent transmission shop participating in this program must qualify for a conversion franchise, which is at AAMCO's sole discretion. AAMCO has allowed existing Cottman Transmission franchisee to convert without the payment of an Initial License Fee. Independent repair businesses that take advantage of this conversion program may be required to update the physical appearance of and/or expand their facilities. As with all new franchises, participants in this program will be required to comply with AAMCO's Center identity program which requires that participants purchase the Exterior and Interior Design Packages referred to in **Item 7**. Whether these requirements will apply will depend on the current status of each facility applying for this program. Owners of an independent transmission shop participating in this program must also comply with our initial equipment and inventory package requirements described in this Franchise Disclosure Document.

When you sign the Franchise Agreement, you must pay us a $5,000 security deposit which can be used by AAMCO for customer claims and sums due under the Franchise Agreement. This amount must be paid on your first day of Operator's Training. Without waiving our right to declare a breach of the Franchise Agreement if you fail to pay or perform any duties under the Franchise Agreement, you authorize us to apply the security deposit to cure the default without our having to give you prior notice of the amount debited for this purpose. You must immediately replenish the deposit to $5,000 following notice from us. If you sell the AAMCO Center with our consent and the buyer assumes your warranty obligations and pays us a new security deposit, any unused portion of the security deposit will be returned in 90 days upon written request that includes a forwarding address. Otherwise, we may retain the security deposit for up to 3 years after the Franchise Agreement terminates or expires and apply the deposit towards any costs of warranty work that we or another franchisee incurs arising from warranties that your AAMCO Center originally issued or for other fees owed to AAMCO under the Franchise Agreement. We may also use the security deposit to cover any unpaid fees or other expenses that you owe to us under the Franchise Agreement.

2. Conditions Regarding Refund.

All initial fees are fully earned by AAMCO when paid and are not refundable, except for the unused portion of the security deposit, which we will refund as stated in this Item 5..

ITEM 6.
OTHER FEES *

Column 1 NAME OF FEE	Column 2 AMOUNT	Column 3 DUE DATE	Column 4 REMARKS
Franchise Fee [1]	7½% of total gross sales [2]	Payable weekly on Tuesday of the following week	Gross sales includes all revenue from all services from the franchise location. Gross sales do not include sales tax.
National Creative Advertising Fee	$150 per month	Due on the 1st day of each month	Amount determined by National Creative Committee. See **Item 11.**

Column 1 NAME OF FEE	Column 2 AMOUNT	Column 3 DUE DATE	Column 4 REMARKS
Local Advertising [3 & 4]	Varies from Pool to Pool, ranges from $200/week to $876/week, and averages approx. $505/week. If no active Pool, then minimum required is greater of 4% on gross sales or $400 (or 5% on gross sales or $500 for the top 20 ad pools in population as designated by Nielsen Media Research).[4]	Established by franchisees in each Pool	Franchisees form local advertising pools that determine the advertising fees. See **Item 11.** Company owned centers have the ability to vote in local advertising pool matters at the rate of one vote per center in each pool.
Yellow Pages Advertising (or Local Internet)	Varies; averages approx. $1,331/month.	When billed	Paid to National Yellow Pages Agency authorized by AAMCO.
1-800-GO-AAMCO ® [1]	Initial connection fee of $125. Additionally, you pay the cost of calls: USA $.25/min; CAN $.55/min (US $)	When billed	See **Item 11**
DirecTech PRO™ Technical Information System	$1,695 License Fee to AAMCO and $99/month to third-party provider (currently ALLDATA)	License fee billed by AAMCO. ALLDATA subscription fees are collected monthly	ALLDATA is a third-party vendor and is not an affiliate of AAMCO
FOCUS GOLD™ Software and annual maintenance, support and updates	*New Center: $2,499 (License Fee); $719.95/year *New franchise owner purchasing an existing Center (resale) that uses FOCUS: $499 (License Fee); $719.95/year *Existing franchise owner purchasing another existing franchise Center (resale) that uses FOCUS: no License Fee; $495/year support fee from inception *Cottman franchisee and independent transmission shop owners converting to AAMCO Center: no License Fee for FOCUS GOLD™ software; $495/year support fee from inception	In full when billed	Paid to us. See **Items 8 & 11.** See Franchise Agreement Section 10(b). **SEE ALSO "Computer Systems" in Item 11 for information pertaining to the introduction of a new point-of-sale system to replace FOCUS GOLD™. It is anticipated that the new point-of-sale system will require monthly maintenance/support fees.** IF running FOCUS GOLD™ on multiple computers, you will need a copy of Filemaker Pro software for each computer.

Column 1 NAME OF FEE	Column 2 AMOUNT	Column 3 DUE DATE	Column 4 REMARKS
Remote Call Forwarding Telephone Numbers [12]	Approximately $500/year for five (5) numbers, PLUS adjustable usage fees currently estimated at $0.06/minute	When billed	See Section 15 of the Franchise Agreement
Express Cash Processing Fee[1]	Currently 1.38% of central billed, national fleet account approved repair order amount; participating Centers only [5], [amount subject to change based on prime rate and number of participating Centers]	Fee deducted from payment	Enables participating Centers to receive payment within 5 business days
Signs [1]	Invoiced amount [6,]	30 days, net [8]	See Note 6.
Equipment & supplies [1]	Invoiced amount [1]	30 days, net [8]	These terms are for purchases made on an ongoing basis
Security Deposit [1]	$5,000	At the start of Operator's School	See footnote 7 and **Item 11.**
Transfer [1]	$6,000	Before the transfer is completed	Payable when you sell your AAMCO Center. No charge to add partners (except a requirement that your account with AAMCO is current), a corporation, or an LLC which you control.
Audit [1]	Amount underpaid, all expenses of audit, 18% interest per year on underpayment calculated from the date franchise fees should have been paid to the date of actual payment and three times the underpayment plus interest as liquidated damages.	When billed	Cost of Audit payable only if audit shows an understatement of at least 2% of gross sales. The payment of liquidated damages in the event of an underpayment of fees is in addition to other remedies that may be available to us on account of your breach of the Franchise Agreement.

Column 1 NAME OF FEE	Column 2 AMOUNT	Column 3 DUE DATE	Column 4 REMARKS
Intershop Warranty Work [9]	Costs of parts, etc. used by other franchisees for warranty work, plus an amount based on either an hourly rate for labor or a flat fee.	Immediately to the other AAMCO Center for honoring a customer's warranty.	See **Item 8** and Section 14.2 of the Franchise Agreement.
Interest and Late Fees [1]	18% per year $10 per week	When billed	You must pay interest of 18% per year (1½% per month) on any outstanding balance under the Franchise Agreement; you must pay a late fee of $10 per report, per week for any weekly business report that is late.
Unauthorized Telephone Transfer/Change liquidated damages assessment	$250 per day	Assessed immediately upon notice of occurrence	See Section 15 of the Franchise Agreement for specific language
Training Fee for purchasers of existing Centers [1]	$3,000	Before start of Operator's School	Purchasers of existing AAMCO Centers must pay for training.
Web Page Fee(s)	The cost of a third party URL provider is passed along to you annually. In addition, AAMCO may charge you a $35/year processing fee.	Annually, on or about the date we submit the order for the URL	Does not include site design or maintenance the cost of which will vary depending on the complexity of the site. See also Note 10.
National Internet	Currently, AAMCO charges $128 per month for inclusion in a national internet search campaign. Ad pools have the option of matching or exceeding that spend on a regional program using an approved vendor and opting out of the national program, but the minimum spend amount remains $128.	Monthly	AAMCO reserves the right to impose a different or additional national or regional advertising fee and will determine that amount according to a reasonable formula. See also Note 11

Column 1 NAME OF FEE	Column 2 AMOUNT	Column 3 DUE DATE	Column 4 REMARKS
Rewards Program	$0.45 per customer for automated emails and texts (plus access to AAMCOrewards.com database tool for additional email marketing). Year two options include $0.25 per customer for just email (no text) and $0.45 for email and texting.	Monthly	Franchisee has option of opting out of program after one year.
Internet Yellow Pages	$75.73 per year for yp.com platinum ad. Centers in DexKnows.com directory markets pay $277.42 per year.	Quarterly	AAMCO's national YP agency will determine which payment category applies based on local DEX directory usage.

1. These fees are imposed by and are payable to AAMCO. The fees that we describe in this **Item 6** are non-refundable. At this time, we impose fees uniformly. However, we retain discretion to reduce fees in individual cases in our discretion. We require you to remit all fees to us through electronic funds transfer from a bank account that you designate following the procedures set forth in the Franchise Agreement. (Franchise Agreement, Section 17(c)).

2. Except as stated in **Item 5**, the Franchise Fee for new Centers is 7.5%. Purchasers of some existing AAMCO Centers, not including existing Centers sold by AAMCO or its affiliates, may be eligible, for a limited time, to inherit from the selling franchisee a lower Franchise Fee depending on the specific contractual arrangement of the selling franchisee, and other considerations.

3. These fees are paid to the Local Advertising Pool.

4. If there is no local advertising Pool or the local advertising Pool votes not to implement an advertising buy, then you must spend weekly a minimum amount for local advertising in your area or pay AAMCO a continuing advertising fee weekly. If your AAMCO Center is in one of the top 20 markets as determined by A.C. Nielsen, the amount you must spend weekly or alternatively, the continuing advertising fee, paid to AAMCO is equal to the greater of 5% of your gross receipts or $500. In all other markets, the weekly amount is equal to the greater of 4% of gross receipts or $400. If paid to AAMCO, this fee is due by Tuesday along with the franchise fee. The fee is non-refundable. This advertising obligation will not apply to franchisees in the System as of October 1, 2006 who are members of an active Pool and who are approved for an additional AAMCO Center.

5. In 2004, AAMCO introduced the AAMCO Express Cash Program which enables participating AAMCO Centers to receive payment for central billed national fleet accounts within five business days after submission of the required paperwork. If you decide to participate, you agree to pay AAMCO a processing fee, which currently is 1.38%, of the amount approved for payment by the AAMCO national fleet account. The amount of processing fee is dependent upon the Prime Rate and the number of AAMCO Centers participating in the Program; the

amount of the processing fee can be increased if the Prime Rate increases. AAMCO may not change the processing fee more than once per calendar quarter.

6. Exterior signs must be purchased from AAMCO. The typical required sign purchase, sign survey, and sign installation costs ranges from $10,000 to $19,000 depending on factors such as design, landlord, and/or zoning requirements. Some franchisees who entered into their Franchise Agreements before July 2006, purchased the AAMCO signs through an installment sale contract with an approximate cost of $100 per quarter for 15 years; however, this option is no longer available to new franchisees.

7. If AAMCO uses your security deposit, you must contribute whatever sum is required to return the amount of the security deposit to the required $5,000.

8. You must pay the invoiced amount within 30 days.

9. These fees are imposed by AAMCO and payable to other AAMCO Centers.

10. To maintain uniformity in the AAMCO System, you may not establish a web site or internet address (top line domain name) for your AAMCO Center unless AAMCO obtains it and owns the internet address and top line domain name or URL. AAMCO will pass along the initial and ongoing costs of a third-party provider for such top line domain name and may also charge you a processing fee of up to $35 per year. These charges are independent of web site development or hosting fees that you may pay to other third parties.

11. Under Section 11.3 (a) of the Franchise Agreement, if we implement advertising programs in the future that are national and/or regional in scope, you must pay a reasonable National or Regional Advertising Fee which we will determine according to reasonable formulas. We will give you written notice of the amount, frequency of payment and other payment terms.

12. AAMCO will obtain on your behalf up to five (5) remote call forwarding telephone numbers, which you must pay for, that will be used at your Center. These (and only these) numbers will be utilized in various advertisements (i.e. Yellow Pages, print ads, etc.); the RCF Numbers allow AAMCO to track the success of each given form of advertisement.

ITEM 7.
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT *

Column 1 TYPE OF EXPENDITURE	Column 2 AMOUNT	Column 3 METHOD OF PAYMENT	Column 4 WHEN DUE	Column 5 TO WHOM PAYMENT IS TO BE MADE
INITIAL LICENSE FEE	$39,500 (Note 1)	Installments	(Note 2)	AAMCO
GOOD TRAINING (ON SITE TRAINING See **Item 11**)	$10,000	LUMP SUM	Start of Operator's School	AAMCO

Column 1 TYPE OF EXPENDITURE	Column 2 AMOUNT	Column 3 METHOD OF PAYMENT	Column 4 WHEN DUE	Column 5 TO WHOM PAYMENT IS TO BE MADE
TRAVEL AND LIVING EXPENSES WHILE TRAINING	$2,100 to $4,000 (Note 3)	As incurred	Before and during training	Airlines, hotels and restaurants
REAL ESTATE DEPOSIT	$3,000 to $9,000 (Note 4)	(Note 4)	(Note 4)	(Note 4)
LEASEHOLD IMPROVEMENTS	$8,500 to $12,000 (Note 5)	As incurred	Before opening	Suppliers, vendors, etc.
SIGNS/EXTERIOR DESIGN PACKAGE	$10,000 to $19,000 (Note 6)	Lump Sum	Before opening	AAMCO
OFFICE/INTERIOR PACKAGE	$4,900 to $5,900 (Note 7)	Lump Sum	Before opening	AAMCO
SHOP EQUIPMENT, TOOLS, SUPPLIES & INSTALLATION OF LIFTS	$78,000 to $89,500 (Notes 8 & 11)	Lump Sum	Before opening	AAMCO
TECHNICAL REFERENCE MATERIALS	$6,000 (Note 9)	Lump Sum	Before opening	AAMCO
REQUIRED OFFICE & SHOP MATERIAL, POSTERS, COMPUTER SYSTEM & SOFTWARE	$9,000 (Note 10)	Lump Sum	Before opening	AAMCO and/or Local vendors
MISCELLANEOUS OPENING COSTS	$20,500 to $23,400 (Note 11)	As incurred	Before opening	Suppliers, utilities, etc.
INITIAL PARTS AND INVENTORY	$2,500 (Note 12)	As incurred	Before opening	AAMCO and/or vendors
SECURITY DEPOSIT	$5,000 (Note 13)	Lump Sum	Start of Operator's School	AAMCO
GRAND OPENING ADVERTISING	$3,000 – $5,000 (Note 14)	Lump Sum	Before opening	AAMCO
ADVERTISING COSTS – 3 Months	$4,400 to $15,800 (Note 15)	As incurred	Weekly or monthly	AAMCO, local advertising Pool, regional monthly internet search program (or national program if applicable), and Yellow Page agency

Column 1 TYPE OF EXPENDITURE	Column 2 AMOUNT	Column 3 METHOD OF PAYMENT	Column 4 WHEN DUE	Column 5 TO WHOM PAYMENT IS TO BE MADE
ADDITIONAL FUNDS - 3 Months	$30,000 to $50,000 (Note 16)	As incurred	As incurred	Employees, suppliers, landlord, utilities, and other misc. expenses
TOTAL	$235,400 to $305,600 (Notes 17 & 18)	(Does not include real estate costs if you are purchasing the property.)		

NOTES:

Initial Investment Expenses - Refund Conditions. The Initial License Fee is non-refundable. See **Item 5**. The security deposit that you pay to the landlord for the premises lease or as part of any equipment lease may be refundable at the end of the lease under the conditions set forth in the lease. Otherwise, none of the initial investment payments are refundable unless you negotiate for refund terms with the third party supplier. We make no representation regarding your ability to obtain refund terms with third parties you deal with in establishing your franchise business.

1. Our **Item 7** chart assumes that you are a new franchisee buying a franchise for a location outside of New Jersey. If you are an existing franchisee purchasing an additional franchise, AAMCO charges an Initial License Fee of $17,500. Also, if your AAMCO Center will be located in New Jersey, the Initial License Fee is $44,500; however, you may be eligible for a $5,000 credit, which would reduce the Initial License Fee to $39,500. See **Item 5**.

2. You pay the Initial License Fee in two installments. See **Item 5**.

3. Travel and living expenses may include airfare, lodging, car rental, utilities, and meals.

4. If you decide to rent a location, you will pay monthly rental to your landlord and possibly other sums required under your lease. Monthly rent may be at any amount agreed to by you and the landlord; however, typical monthly rentals range from $3,000 to $9,000, depending on factors like size, condition and location of the rented premises. You will typically be required to pay your landlord at least one month's security deposit. Some landlords may require additional deposits. You may need to make and pay for leasehold improvements. If you decide to buy the land and building for your AAMCO Center, the cost to purchase will vary depending on the locality, size and condition of the building. AAMCO Centers can have approximately 3,000 to 5,000 square feet with a minimum of 4 lifts and are located in commercial areas on a main or secondary street. Of course, if you buy a building, instead of paying rent, you will pay a loan secured by a mortgage on the building and land. These payments will vary, depending on amount financed, length of the loan, and rate of interest you are able to obtain. If you choose to design and construct your Center, the final cost of construction will vary depending on factors such as land acquisition cost, size, and type of building, and construction materials used; in addition, you will be required to have the design of the Center approved by AAMCO.

5. Amount includes costs for electrical work, the installation of the Interior Design Package, painting, furnishings, and related leasehold improvements. This estimate does not include any structural changes and may vary depending on the particular location.

6. AAMCO has created an identity system for all AAMCO Centers that covers all aspects of a Center's appearance, both inside and outside. AAMCO will sell you the required signage and provide you with specifications for paint colors and related items. You must buy your signs and certain furnishings from AAMCO. You may acquire other items from various vendors. See Section 9.2 and Appendix 9.2 of the Franchise Agreement. You are required to comply with our Center identity program. Sign costs vary widely depending on your building and local sign codes. Installation, shipping, and tax costs for signage are separate from purchase costs.

7. This includes point of sale displays, chairs and furnishings, service cubicle and counter, posters, banners, etc.

8. Unless you are in Hawaii, Indiana, Iowa, or Washington, you are required to buy certain equipment, supplies, and inventories from AAMCO, please see Section 9.2 and Appendix 9.2 of the Franchise Agreement for details. Note that the exact cost of equipment, supplies, signs, and inventories varies depending on, among other things, how many bays/lifts are in your Center, the specific brand or model of equipment you choose, and the amount of optional equipment you decide to purchase. The estimate herein provides you with the basic equipment to operate a six bay Center starting with five lifts as well as cost of installation of the lifts. The estimated range also allows for the purchase of some optional equipment, which you may decide to purchase depending on the services you provide and/or the geographic location of your Center (i.e. franchisees may consider air conditioning and heating units to be optional in certain geographical locations). AAMCO may adjust the cost to reflect increases from suppliers before the actual shipment of the equipment. AAMCO charges a 15% restocking fee on all returned items. Please see Section 9.2 and Appendix 9.2 of the Franchise Agreement for details of required and optional equipment.

9. You must pay for the one-time and ongoing fees for ALLDATA (or similar third-party update provider), DirecTech PRO™, Technical DVD Training, Technical Reference Materials, and other instructional materials that we require. You must comply with the written terms and conditions for all AAMCO technical software/programs, the current version of which is AAMCO DirecTech PRO™. More information on technical materials and a copy of the current AAMCO DirecTech PRO™ terms and conditions can be found in Section 5.2(b) of the Franchise Agreement and Exhibit 11 of this FDD.

10. The amount includes a license to use AAMCO's current point-of-sale software FOCUS GOLD™. The one-time cost and support fees for the FOCUS GOLD™ software depends on your status (i.e., whether you are converting a Cottman Center to an AAMCO Center, purchasing an existing AAMCO Center on resale from a franchisee or are a new franchisee. See **Item 6**. You must comply with the terms and conditions of FOCUS GOLD™, a copy of which can be found at Exhibit A-12 of this FDD. **PLEASE ALSO SEE "Computer Systems" in Item 11 for information pertaining to the introduction of a new point-of-sale system to replace FOCUS GOLD™.** If you run FOCUS GOLD™ on more than one computer, you will need a license for FileMaker Pro software for each such computer. You will also need to purchase all equipment, and/or subscribe to a reliable Internet access provider, required to utilize AAMCO's then current

point-of-sale software/program. AAMCO's current equipment requirements are two personal computers and two printers, along with peripherals, the cost of which will vary depending on the system and supplier you choose, as well as Internet service. However, depending on the circumstance, three computers may provide you with better functionality. In addition, it is anticipated that the new point-of-sale system will require an all-in-one touch screen computer. As a result, you may want to consider purchasing an all-in-one touch screen computer as one of the computers you buy so that you may take full advantage of all of the technologies the new point-of-sale system has to offer if such system becomes active. You also need a fax machine, 20" (or larger) TV, and DVD player; however, AAMCO may make changes to these requirements during the term of the Franchise Agreement.

11. Miscellaneous Opening Costs includes an estimated $13,500 for sales tax and freight charges of equipment and signage. In addition, the amount includes insurance, utility deposits, recruitment, pre-opening personnel, professional and business license fees, and insurance.

12. You are required to have a minimum of basic inventory items sufficient to begin the operation of your Center.

13. A security deposit of $5,000 is required under your Franchise Agreement. See **Item 5**.

14. AAMCO requires that you purchase one of the Grand Opening Advertising Packages.

15. Amounts include 3 months of National Creative Advertising Fees at the rate of $150 per month, 13 weeks of estimated weekly payments to your local advertising pool which may range from $200 per week to $876 per week, with an average of approximately $505 per week; and, 3 months of Yellow Pages/Internet Yellow Pages advertising, with an average of $1,331 per month. (See **Item 11**.)

16. This estimates your expenses for the initial period, which AAMCO estimates will be the period through the end of your first 3 months after opening. These expenses include payroll costs, parts, rent, loan payments, commissions, insurance, and other business items. These figures are estimates and AAMCO cannot guarantee that you will not have additional expenses to start the business or need additional working capital. Often new businesses generate a negative cash flow. Loan interest and depreciation are not included. Your costs will depend on factors like how much you follow AAMCO's methods and procedures; your management skill, experience and business acumen; local economic conditions; the local market for the services you offer; the prevailing wage rate; competition; and the sales level that you reach during the initial period.

17. To compile these estimates, AAMCO has relied on decades of business experience in awarding franchises for transmission and automotive repair centers. AAMCO has obtained many of the estimates from its franchisees, who are independent business people. AAMCO has not independently verified the expense information supplied by AAMCO franchisees. You should review these figures carefully with a business advisor before you make any decision to purchase this franchise.

18. The figures for the estimated initial investment are applicable to new Centers only. If you purchase an existing Center, the amount of your initial investment will depend on your negotiations with the selling franchisee to whom you will pay the purchase price for the business assets.

ITEM 8.
RESTRICTION ON SOURCES OF PRODUCTS AND SERVICES

1. Obligations to Purchase or Lease Generally.

AAMCO determines all standards, specifications and requirements for the equipment, including diagnostic and technical equipment, supplies, parts, and assembly sets that you may use in your AAMCO Center or sell to customers. AAMCO requires that each Center operate with a minimum of required equipment and supplies - see Appendix 9.2 of the Franchise Agreement (the Franchise Agreement is Exhibit A-1 to this FDD). The required equipment is broken into two categories i) "Required must purchase from AAMCO" and ii) Required may purchase from AAMCO." Items listed under "Required must purchase from AAMCO" must be purchased from/through AAMCO (unless such requirement is prohibit by law); whereas those items listed under "Required may purchase from AAMCO" must also be used at your Center, but may be purchased from AAMCO or a third party supplier provided that such third party item is approved by AAMCO as meeting our standards and specifications. In addition, Appendix 9.2 lists a third category of equipment and supplies entitled "Optional" which includes items that may be purchased but do not have to be. If you intend to purchase any item from a third party (from the "Required may purchase from AAMCO" or "Optional" lists) you must first obtain written approval from AAMCO's Equipment Division for that particular item; generally this will require you to submit detailed specifications on the item you are looking to purchase. AAMCO may issue changes and/or additions to the required equipment/supply lists throughout the term of your Franchise Agreement; and, when issued, you are required to make any additional purchases of equipment and/or supplies needed to comply with such changes or additions.

AAMCO's criterion for approving suppliers is dependent on the particular item the supplier is providing; to the extent that AAMCO has such criteria in written format, it may be obtained through written request to AAMCO's Equipment Division. AAMCO's review of any third-party item may be conducted through or with Transtar Industries, Inc. ("Transtar Industries"), an independent worldwide distributor of original equipment quality transmission parts to the motor vehicle repair industry with headquarters in Cleveland, Ohio. This review may include a thorough examination of the product and testing to determine the product's fitness, which may include actual field testing and comparison of the product to similar products that we specify. This review, for which there is no charge, usually takes 45-60 days. AAMCO also has a designated supplier program for branded supplies and parts with Transtar Industries that we describe below. AAMCO will provide franchisees with written notice 30 days in advance if the approval for any supplier is being revoked.

We do NOT provide material benefits (i.e. cash payments, franchise fee reduction, or granting additional franchises) to a franchisee based on a franchisee's purchase of particular products or services or use of particular suppliers.

To maintain uniformity in the AAMCO System, you may not establish a web site or use an internet address (top line domain name) for your AAMCO Center that includes any of the AAMCO trademarks. We own the AAMCO web site and top line domain name. We pass along to you the cost of any third party expenses related to obtaining a top line domain name and may also charge you an annual processing fee of up to $35 to maintain this top line domain name. See **Item 6**.

2. Revenue From Required Purchases or Leases By Franchisees.

As we disclose in this **Item 8**, there are three categories for equipment and supplies: i) equipment and supplies that you must have in your center that must be purchased from AAMCO (subject to state law), ii) equipment and supplies that you must have in your center that may be purchased from AAMCO or a third-party vendor (so long as the item is approved), and iii) optional equipment that may be purchased from AAMCO or a third-party vendor (so long as the item is approved). In 2011, our revenue from the sale of initial and ongoing equipment, inventory, signs and supplies to AAMCO franchisees was $4,103,408 or 71.0% of AAMCO's total revenues of $5,819,093 from our Parts Division, which handles the sale of these items to AAMCO franchisees. In this **Item 8**, we refer to the figures of $4,103,408 and 71.0% respectively as the "2011 Revenue" and "2011 Percentage Revenue" from transactions with AAMCO franchisees.

The estimated cost of purchasing your exterior AAMCO signs is included in the "Exterior Sign Package" which you must purchase from us. The current cost of the Exterior Sign Package ranges from $10,000 to $19,000 depending on the size and type of sign suitable for your location. In 2011, AAMCO's revenue from the sale of Exterior Sign Packages to franchisees was $272,632. We include this amount in the 2011 Revenue and 2011 Percentage Revenue figures that we disclose in this **Item 8**.

Under the AAMCO Dealers Preferred Parts Program with Transtar Industries, franchisees may buy AAMCO-branded automatic transmission parts as well as standard transmission kits, flywheels and hardware, and other shop supplies directly from Transtar Industries. Provided an item is not listed as "Required must purchase from AAMCO" in Appendix 9.2 of the franchise agreement, you may buy your operating inventory, parts and transmission assembly sets through the AAMCO Dealers Preferred Parts Program or from any supplier capable of furnishing parts and assembly sets meeting our specifications. In 2008, AAMCO entered into a trademark license agreement permitting Transtar to use certain AAMCO marks in connection with the sale of licensed products to AAMCO Dealers. In 2011, AAMCO has received revenue of $500,000 from Transtar Industries on account of product sales to AAMCO franchisees under the AAMCO Dealers Preferred Parts Program. We include this amount in the 2011 Revenue and 2011 Percentage Revenue figures that we disclose in this **Item 8**.

AAMCO and the National AAMCO Dealers Association ("NADA") have an agreement with AutoZone, Inc. that designates AutoZone as our primary supplier for automotive repair and replacement parts and other supplies for AAMCO Centers for

AAMCO Total Car Care. Our arrangement with AutoZone provides advantageous pricing and delivery terms for AAMCO Centers which choose to participate. This is an optional program; AAMCO Centers may buy parts and supplies from any source so long as they meet our quality standards. AAMCO and NADA together receive compensation equal to 4% of AutoZone's product sales from AAMCO Centers. In 2011, AAMCO received revenue of $117,103 from AutoZone, which we include in the 2011 Revenue and 2011 Percentage Revenue figures that we disclose in this **Item 8**.

You must buy your AAMCO diagnostic forms and repair order forms from AAMCO. We also offer to sell you stationery and other supplies, including promotional items and AAMCO customer reception procedure forms. In 2011, AAMCO's revenue from the sale of AAMCO diagnostic forms, repair order forms, stationery and supplies, promotional items and AAMCO customer reception procedure forms was a total of $465,752. You must also buy AAMCO's Technical Training Videos and DVDs from AAMCO. In 2011, AAMCO's revenue from the sale of Technical Training Videos and DVDs was $127,810. We include these amounts in the 2011 Revenue and 2011 Percentage Revenue figures that we disclose in this **Item 8**.

As of January 1, 2008, AAMCO started licensing the use of AAMCO's FOCUS GOLD™, the specialized point-of-sale software program currently required to be used in your Center. FOCUS GOLD™ will operate on a standard business computer (see Section 10(b) of the Franchise Agreement for details on AAMCO's point-of-sale requirements; see also "Computer Systems" in Item 11 of this FDD for information pertaining to the introduction of new point-of-sale system to replace FOCUS GOLD™). We charge you a license fee to use the point-of-sale software system. You must also pay the annual or monthly maintenance and support fee charged by AAMCO. See **Item 6**. FOCUS GOLD™ software enables you to track your leads, work flow and pricing, and prepares and prints all repair orders and reports required for the operation of your AAMCO Center. You will be given more detailed information on using FOCUS GOLD™ during Operator's Training School. In 2011, AAMCO's revenue from franchisees for the use of AAMCO FOCUS™ was $419,242. We include this amount in the 2011 Revenue and 2011 Percentage Revenue figures that we disclose in this **Item 8**.

In October 2008, AAMCO entered into a national accounts agreement and a licensing agreement with ALLDATA to distribute and sell electronic technical repair information in connection with the DirecTech PRO® program, an enhanced version of the DirecTech® software. Pursuant to the DirecTech PRO® program, since October 2008, we receive an initial license fee for use of DirecTech PRO® of $1,695 and thereafter franchisees are required to pay to ALLDATA (or the current third-party update provider) a monthly subscription fee (currently $99 per month), which such monthly fee is subject to change. In 2011, we received license fees and rebates of $160,788 from ALLDATA in connection with the national accounts agreement and licensing agreement. We include this amount in the 2011 Revenue and 2011 Percentage Revenue figures that we disclose in this **Item 8**.

At this time, you must place your Yellow Pages advertising through our national Yellow Pages program, which is administered by an outside advertising

agency, Hutchins/DAC Group LLC. AAMCO requires that franchisees place their national Yellow Pages advertising through Hutchins/DAC Group LLC in order to facilitate uniformity and to coordinate the advertising placement for the benefit of all franchisees. AAMCO does not derive any revenue from its business relationship with Hutchins/DAC Group LLC

Our affiliate, American Driveline Communications Corp, owns the right to the telephone numbers for your AAMCO Center, which may include up to five remote call forwarding numbers, and may transfer these telephone numbers upon termination or expiration of your Franchise Agreement. AAMCO may also remove, transfer, or suspend the telephone numbers for certain uncured breaches of the Franchise Agreement without compensation to you, except that this right will not apply to franchisees in the System as of October 1, 2006 who are approved for an additional Center. You must pay to AAMCO the annual and usage fees associated with the telephone numbers as well as any telephone company's connection and service charges for landlines established in the Center. You may not make any changes to the AAMCO telephone numbers, account or local service provider. $250 per day liquidated damages will be assed by AAMCO against a Franchisee if any change is made to an AAMCO telephone number, account or local service provider without AAMCO's expressed written consent. AAMCO may receive and retain commissions earned as a result of placing your telephone service. In 2011, American Driveline Communications received no revenue from franchisees in this regard.

3. AAMCO Warranty Program.

You agree to participate in AAMCO's warranty program by honoring all AAMCO Center warranties and service agreements wherever and whenever issued and to comply with all program policies and procedures. You are required to reimburse other AAMCO dealers who do warranty repairs for your customers and you are reimbursed by other AAMCO dealers when you do warranty work on their customers' vehicles; when you purchase an existing Center or one that was recently reopened, you may be required to honor warranties issued by former dealers of that location (or a different location if there was a change of address within that same market) without receiving reimbursement. We determine the reimbursement rate. You may not extend any other warranties to your customers for work that you perform or with respect to parts that you sell or install. (Franchise Agreement - Sections 14.1, 14.2 and 14.3)

4. Insurance.

You agree to purchase insurance against all types of public liability, for example, garage liability, garage keeper's legal liability, garage keeper's direct primary coverage and workers' compensation insurance. You must also provide coverage for AAMCO and American Driveline Systems, Inc. as additional named insureds. The amounts of coverage required is no less than $1,000,000 per occurrence, bodily injury and property damage combined. The dollar amounts listed as required for insurance coverage are only minimums; you should have a professional evaluate the amount of coverage needed for your particular situation.

You may purchase this insurance from any source. AAMCO has an agreement with Sentry Insurance under which it offers an insurance program to AAMCO franchises and AAMCO receives an administrative fee of $20,000 per year. In 2011, AAMCO received $20,000 in revenue from Sentry Insurance.

If you enter into a lease for the real property at your Center, such lease may require you to purchase additional insurance policies.

5. Purchasing Assistance.

AAMCO does not have purchasing or distribution cooperatives available for every franchisee at this time. However, in early 2012, Global Powertrain Systems, LLC was formed ("GPS"). GPS is a company affiliated with AAMCO and under common ownership with AAMCO's parent company ADL. GPS owns and operates a manufacturing facility in Newnan, Georgia and is in the business of remanufacturing automobile transmissions and transmission-related parts. It is expected that GPS will become fully operational in 2012. Once fully operational, it is anticipated that GPS will be able to supply AAMCO franchisees in certain geographic areas (initially, most of the East Coast) with fully-tested rebuilt transmissions for installation into customer vehicles in a timely manner and at a competitive price. Once GPS is fully operational, distribution centers may be established in other parts of the country and stocked with remanufactured transmissions to increase the geographic scope of the AAMCO franchisees that can purchase remanufactured transmissions from GPS. At the present time, remanufactured transmissions and transmission parts are not available for purchase from GPS. When GPS becomes fully operational AAMCO franchisees in the relevant geographic areas may, but will not be required to, purchase remanufactured transmissions from GPS. Except as we otherwise disclose in this **Item 8**, AAMCO does not negotiate purchase arrangements with suppliers for the benefit of franchisees.

6. Ownership Interests in Supplier.

At this time, no officer of our company owns an interest in any required, recommended or approved supplier.

ITEM 9.
FRANCHISEE'S OBLIGATIONS

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

OBLIGATION	SECTION IN FRANCHISE AGREEMENT	DISCLOSURE DOCUMENT ITEM
a. Site selection and acquisition/lease	Sections 1.2, 4, 6.1, 8 of Franchise Agreement; Lease Rider	Items 6, 7 and 11

OBLIGATION	SECTION IN FRANCHISE AGREEMENT	DISCLOSURE DOCUMENT ITEM
b. Pre-opening purchases/leases	Sections 2, 5.3, 8, 9.1, 9.2, 9.3, 9.5 of Franchise Agreement	Items 6, 7 and 11
c. Site development and other pre-opening requirements	Sections 1.2, 4, 8, 9.1, 9.2, 9.3, 9.5 of Franchise Agreement; Lease Rider	Items 6, 7 and 11
d. Operator's school, GOOD training and ongoing training *	Sections 1.1, 3.3, 5.1, 5.2, 7.1, 7.2, 8, 19.1 of Franchise Agreement	Item 11
e. Opening	Sections 1.2, 2, 4, 5.1, 5.2, 5.3, 7.1, 8 of Franchise Agreement	Items 7 and 11
f. Fees	Sections 2, 5.3, 8, 10, 14.2, 17, 18.2 of Franchise Agreement	Items 5 and 6
g. Compliance with standards and policies/Operator's Manual	Sections 5.1, 5.2, 5.3, 7.1, 7.2, 8, 9.1, 9.2, 9.3, 9.5, 14.1, 14.2, 14.3, 16, 20 of Franchise Agreement	Item 11
h. Trademarks and proprietary information	Sections 1.1, 7.1, 7.2, 8, 9.5, 13.1, 13.2, 13.3, 15, 20 of Franchise Agreement	Items 13 and 14
i. Restrictions on products/services offered	Sections 1.2, 5.1, 5.2, 7.1, 7.2, 8, 14.3, 16 of Franchise Agreement	Item 16
j. Warranty and customer service requirements	Sections 5.1, 5.2, 5.3, 8, 9.4, 14.1, 14.2, 14.3, 19.2 of Franchise Agreement	Item 11
k. Territorial development and sales quotas	Sections 1.1, 1.2, 6.2, 8 of Franchise Agreement	Item 16
l. Ongoing product/service purchases	Sections 5.2, 7.1, 7.2, 8, 9.1, 9.3 of Franchise Agreement	Item 8 and 11
m. Maintenance, appearance and remodeling requirements	Sections 1.1, 4, 5.1, 5.2, 8, 9.5 of Franchise Agreement	Item 7 and 11
n. Insurance	Sections 12.1, 12.2 of Franchise Agreement	Items 6 and 8
o. Advertising	Sections 8, 10, 11.1, 11.2, 11.3, 18.2 of Franchise Agreement	Items 6, 7 and 11
p. Indemnification	Sections 12.1, 12.2, 12.3 of Franchise Agreement	Item 6
q. Owner's participation/management/staffing	Introduction, Sections 5.1, 5.2, 7.1, 7.2, 8, 12.3, 18.1, 24 of Franchise Agreement	Items 11 and 15

OBLIGATION	SECTION IN FRANCHISE AGREEMENT	DISCLOSURE DOCUMENT ITEM
r. Records/reports	Sections 7.1, 8, 10, 15, 17 of Franchise Agreement	Item 6
s. Inspections/audits	Sections 8, 10, 15, 17, 19.1 of Franchise Agreement	Item 6 and 11
t. Transfer	Sections 8, 17, 18.1, 18.2, 18.3, 19.1 of Franchise Agreement	Item 17
u. Renewal	Sections .3, 19.1, 19.2 of Franchise Agreement	Item 17
v. Post-termination obligations	Sections 19.1, 19.2, 20 of Franchise Agreement	Item 17
w. Non-competition covenants	Sections 19.1, 19.2, 20 of Franchise Agreement	Item 17
x. Dispute resolution	Sections 21, 23, 26.1, 26.2, 26.3, 27, 28 of Franchise Agreement	Item 17

ITEM 10.
FINANCING

As a standard practice, AAMCO does not guarantee your loans, notes, lease, or other obligations.

At your request, AAMCO will attempt to assist you in obtaining financing.

AAMCO is listed on the SBA's Franchise Registry as complying with SBA's franchise eligibility guidelines. The Registry allows franchisees to enjoy the benefits of a streamlined review process for SBA loan applications. AAMCO does not receive any direct or indirect payments for placing SBA guaranteed financing.

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

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

Before you open your business, AAMCO will:

1. Make recommendations for a suitable location. AAMCO will also review and approve your site application for a new Center. In this approval process, AAMCO considers demographics, vehicle populations, neighboring uses, physical characteristics of the location, including building size and suitability and access to traffic. Your site must have at least 4 automotive lifts and

approximately 3,000-5,000 square feet and sufficient parking spaces for customers, although larger square footage locations may be approved. AAMCO's approval of your site is in no way a guarantee of the financial success you can expect to obtain at such location. See additional disclosures regarding site selection in this **Item 11**.

2. Sell you equipment, inventory, and supplies. (Franchise Agreement -- Section 9.2 and Appendix 9.2)

3. Sell you AAMCO signage. (Franchise Agreement -- Section 9.5)

4. Assist in the layout of your Center and equipment.

5. Sell you a copy of our existing point-of-sale software, currently FOCUS GOLD™, per the terms of Section 10 of the Franchise Agreement (see also "Computer Systems" in Item 11 for information pertaining to the introduction of new point-of-sale system to replace Focus Gold).

6. Sell you our existing technical programs and products, currently the AAMCO Tech Video/DVD Library Program, DirecTech PRO®, and ALLDATA per the terms of Section 5.2 of the Franchise Agreement.

7. Train you and any other person who signs the Franchise Agreement with you at AAMCO's Operator's School and through the GOOD program per the terms of Sections 5.1 and 6.1 of the Franchise Agreement. See additional disclosures in this **Item 11**.

8. Assist you in identifying and evaluating Center personnel. (Franchise Agreement – Section 6.1)

9. Furnish you with a copy of our current parts catalogues, and instructional and training materials to provide guidance in the methods, procedures, and techniques of operating an AAMCO Center. (Franchise Agreement – section 6.1)

10. Lend you a copy of the Operator's Manual, which contains policies and procedures. This manual also contains proprietary and confidential information. AAMCO can modify or update the manual, including the required equipment list (Appendix 9.2 of Franchise Agreement) therein.

During the operation of your Center, AAMCO will:

1. From time to time, provide you with business information, literature, and materials to assist in improving the operations of your Center.

2. Advise and consult with you during usual business hours on matters relating to the operation of your Center.

3. Advise you of any new developments or improvements in the AAMCO System.

4. Assist you by providing technical consulting services via telephone, online and in various media, including print, electronic, and DVD.

5. Assist in the design of advertising promoting the business and services of AAMCO Centers.

6. Make available to you AAMCO's experience, guidance, and counseling about national, regional, and/or local advertising in electronic and/or print media.

7. Provide you with advice and assistance in customer relations through staff located in AAMCO's home office and reached by a toll-free telephone number.

8. Offer continuing training opportunities from time to time for you and your employees. You are responsible for all expenses incurred as part of this additional training. See additional disclosures in this **Item 11.**

9. Provide you any updates to the Operator's Manual. (Franchise Agreement -- section 7)

10. Maintain a 1-800-GO-AAMCO® computerized Center locator service that connects retail customers to their local AAMCO Center. See additional disclosures in **Item 6** and in this **Item 11.**

11. Offer you the opportunity to participate in our national fleet accounts program. Participation is optional. If you choose to participate, you must perform repair work for fleet account customers at the prices and on the warranty and other terms and we have previously negotiated with the fleet account customer. We manage fleet accounts through a centralized billing system. (Franchise Agreement, section 16)

*** Note that advice and consultation from AAMCO should not be viewed as a substitute for the advice and consultation of your legal or professional advisors.**

Advertising Services:

You must pay a National Creative Advertising Fee which is used to create television and radio commercials and secure endorsements or other national affiliations for your use and use by all AAMCO Centers. See **Item 6**. Our National Creative Committee determines the amount of the National Creative Advertising Fee, selects the advertising agency and approves the commercials made. The National Creative Committee has 15 members. The National Creative Committee consists of the President of NADA, 3 representatives from AAMCO's management selected by AAMCO and 11 franchisees elected for four year terms by existing member of the National Creative Committee. Because AAMCO selects only 3 of 15 member of National Creative Committee, AAMCO does not control the decisions of the National Creative Committee. The Chairman of National Creative Committee is always an AAMCO franchisee.

AAMCO collects National Creative Advertising Fees from each AAMCO Center, which is the source of revenue for the National Creative Advertising Fund. The National Creative Committee must allocate National Creative Advertising Fees solely to advertising and promotion of the AAMCO name and of goods and services sold under the AAMCO name. AAMCO's Financial Services Department provides accounting and administrative services to the National Creative Committee. The National Creative Advertising Fund is audited bi-annually by an outside accounting firm. You may obtain a copy of the bi-annual audited financial statement from the Chairman of National Creative Committee. While AAMCO has in the past advanced funds to the National Creative Committee at the Committee's request without interest, it has no obligation to loan money to the National Creative Committee on any terms.

During our last fiscal year ending 12/31/11, the National Creative Committee spent an amount equal to 34% of the revenue that it collected during 2011 on the production of advertisements and other promotional materials; 14% on marketing and consumer studies; and 7% for general and administrative expenses. From time to time, AAMCO advances funds to National Creative Committee to cover the cost of advertising, which allows the National Creative Committee to occasionally spend more funds in a given year than it collects from AAMCO Centers. No portion of the National Creative Advertising Fund is used to sell additional franchises.

Once your Center opens, you must participate in the local advertising pool or cooperative established in the Designated Market Area (DMA) where your Center is located. Your local advertising pool will buy the air time for the commercials created by National Creative Committee which usually is on local television and/or radio. Very often, the pool will also fund a pool-wide search engine marketing program with related web pages/sites created for centers belonging to the pool. **Item 6**, under the heading "Advertising Fees and Expenses," describes the amount of your contribution to the local advertising pool. Each local advertising pool determines the amount of contribution for advertising costs, and assesses and collects payments from the franchisees in that Pool.

Each local advertising pool adopts written governing documents which vary depending on how the Pool is formed or organized. You can obtain a copy of the governing documents of the local advertising pool (if one has been established) for your DMA upon request. (See Exhibit A-6 for a sample local advertising pool agreement.) Each local advertising pool determines its own voting procedures. The members of each local advertising pool and their elected officials are responsible for the administration of the pool. AAMCO recommends that each Pool prepare financial statements on an annual basis and that the Pool make the statements available to all franchisees in that local advertising pool.

If your Center is not located in a DMA or is the only Center in the DMA or a majority of the Centers in the DMA do not implement a local advertising buy and budget or do not have a locally administered advertising pool, then you must spend weekly a minimum amount for local advertising in your area or pay AAMCO a continuing advertising fee weekly. If your AAMCO Center is in one of the top 20 markets as

determined by A.C. Nielsen, the amount you must spend weekly, or, alternatively, the continuing advertising fee paid to AAMCO is equal to the greater of 5% of your gross receipts or $500. In all other markets, the weekly amount is equal to the greater of 4% of gross receipts or $400. AAMCO will use this continuing advertising fee for media costs, commissions, fees, production and development costs, not covered by the national creative advertising fee, and other costs of promotion for your Center. AAMCO has the right to determine the placement of such advertising which may be used for electronic, print, internet, or any other form of advertising or promotion. This advertising obligation will not apply to franchisees in the System as of October 1, 2006 who are in an active Pool and who are approved for an additional AAMCO Center.

At this time, we use an outside agency, Qorvis Communications to provide support services to our National Creative Committee. We will also assist in forming a local advertising pool, but do not have the right to require any local advertising pool to change, dissolve or merge. AAMCO may also provide advertising materials and support services to you through an approved in-house or outside advertising agency. Advertising services may include production, publication, placement and broadcasting of national, regional and local advertising, including Yellow Pages of telephone directories, and promotional materials.

If you utilize our in-house or outside approved agency to place media ads for you, place Yellow Pages listings, engage in direct mail activities or perform comparable services, the agency may receive a commission payable by the media for the placement. Where no commission is paid for an advertising expenditure, the in-house or outside approved agency will charge you a fee of 10% of the cost of the ad to defray its overhead expenses and cover in-house production costs (i.e., local Yellow Pages, newspaper advertising, endorsements, sponsorships, promotions and direct mail). In-house or outside approved agencies may also retain certain discounts or other commissions earned by pre-paying advertising charges.

At this time, the National Creative Committee is the only advertising council composed of franchisees that advises us regarding advertising and promotional programs or policies for AAMCO Centers generally. Further, at this time, the local advertising pools are the only local advertising cooperatives that exists which we require you to participate in if your Center is in a DMA. There are no other local or regional advertising cooperatives that exist in our franchise system at this time where franchisee participation is mandatory.

As stated in **Item 7**, you are required to spend $3,000-$5,000 for a Grand Opening Advertising Package. This covers special advertising and promotional activities during your initial opening period. It does not include your weekly local advertising fee, continuing advertising fee, or national creative advertising.

You may purchase from AAMCO additional posters, mats and miscellaneous point-of-sale items. You may advertise on television, radio or in print. You may develop advertising materials for your own use at your own cost. However, AAMCO must give its prior written approval to all advertising that you create or prepare

for local use to promote or publicize your AAMCO Center in any type of media before you may use the advertising in any fashion. (Franchise Agreement -- section 11) You may not deduct the costs that you incur to create or place your own local advertising from the advertising fees due under your Franchise Agreement.

You may only use a web site designated by AAMCO for the purpose of advertising the AAMCO name and marks and services associated with the System and individual Centers.

Currently, AAMCO has instituted a national search engine advertising program with a mandatory fee of $128/month for site management, administration and Google media spend. This program was designed to ensure AAMCO dealers have a web presence on internet search for transmission and auto services searches. Single-point centers and ad pools have the option of opting out of the national program as long as they can show equal or greater spending committed to internet search with an approved vendor.

Currently, each center is participating in a national platinum banner ad program on yp.com and in centers where there is heavy DexKnows.com directory usage, an additional platinum banner ad on dexknows.com

Separate and apart from the advertising fees which you pay to the National Creative Committee, the national internet program, and to your local advertising pool (or to us if you we do not assign you to a pool, as we describe above), AAMCO has the right in the future to develop additional national or regional advertising program(s) and, if developed, you must participate in and pay for that program.

As we note above, the telephone number, 1-800-GO-AAMCO® (and other vanity toll-free numbers), are a computerized Center locator available to connect retail customers to your AAMCO Center. Usage charges include the cost of monthly calls to your Center. AAMCO imposes an initial connection charge and bills the cost of monthly calls to your AAMCO Center. (See **Item 6**.)

If you fail to pay National Creative Advertising, local advertising pool, or Yellow Pages advertising fees, we may direct any internet provider, our 800-GO-AAMCO provider, or the Yellow Pages publisher to omit your listing and may additionally withhold advertising benefits from you until you remit the fees and payments due together with interest and collection costs. (Franchise Agreement, section 17(e)). This remedy is in addition to, and not in lieu of, our right to declare you to be in default under of the Franchise Agreement.

Site Selection Criteria:

With the assistance of AAMCO, you select the site for your AAMCO Center within a location zone established in the Metropolitan Statistical Area and you must obtain written approval from AAMCO for the site before securing any purchase or leasehold contracts for the location or undertaking any construction-related activities.

AAMCO does not provide you with an exclusive territory or area. (See **Item 12**) If you own an independent transmission shop and apply to buy a franchise under our conversion program, site approval is part of the franchise application approval process.

As part of the site approval process, we must approve the site for your AAMCO Center. If you own or later acquire the real estate where you locate your AAMCO Center, you must give us the option to lease the location from you on the same terms that you formerly leased the location or, if not applicable, on commercially reasonable terms. Additionally, you must give us a right of first refusal to purchase or lease the real estate on the same terms as any third party offer that you may make to sell the real estate unless, following the sale, you will continue to operate your AAMCO Center under a lease with the buyer of the real estate.

Typical Length of Time Between Signing Franchise Agreement and Opening.

Franchisees typically open their Centers 6 to 12 months after they sign a Franchise Agreement. The factors that affect this time are the ability to obtain a lease, financing or building permits, zoning and local ordinances, weather conditions, shortages, delayed installation of equipment, fixtures and signs and publication dates of the applicable Yellow Pages directories. AAMCO's written approval of your site is required. If you fail to open your AAMCO Center for business within one year of the date of the Franchise Agreement, AAMCO has the right to terminate your Franchise Agreement. (Franchise Agreement – section 4)

Computer Systems.

For a fee, AAMCO provides you with a copy of its point-of-sale software, currently FOCUS GOLD™ a specialized program for use by franchisees. This software is shipped to you, or made available to you to download, and the cost is charged to your AAMCO account. You are required to use this software and subscribe to the maintenance, updates, and upgrades of the program for an annual fee, which currently ranges between $495 and $719.95, depending on your status when you buy the AAMCO franchise. (See **Item 6**) The program currently automates business intake using AAMCO procedures, tracks AAMCO work flow in the Center, generates reports in the forms prescribed by AAMCO. The software also currently prints on AAMCO's authorized customer repair orders and produces customized marketing materials authorized by AAMCO. You will use the program to print and transmit to AAMCO weekly business report information. At present, you are required to establish both an email account and a high speed internet connection in your Center. FOCUS GOLD™ will operate on a standard business personal computer (see FDD Exhibit 12 for minimum computer requirements).

AAMCO is in the process of developing a new point-of-sale system (the "new POS System") that it anticipates will be available for installation and implementation by AAMCO centers sometime in 2012. The new POS System will likely include the opportunity to employ front facing, touch screen technology that permits

center employees and customers to make vehicle service decisions while viewing and interacting with the same screen. Upon completion of the development of the new POS System, adoption of the new POS System will be required. However, existing AAMCO franchisees that, at the time of the changeover to the new POS System, are using FOCUS GOLD™ will receive the new POS System software at no upfront cost (although the monthly charges disclosed below will still apply). For franchisees purchasing the new POS System in lieu of FOCUS GOLD™, the initial upfront cost is anticipated to be comparable to the upfront costs for FOCUS GOLD™. Although these amounts are subject to change, AAMCO anticipates that AAMCO franchisees will be charged monthly for use of the new POS System pursuant to the following graduated schedule (starting on the opening date of the Center):

Year 1	$79.99 per center per month
Year 2	$79.99 per center per month
Year 3	$79.99 per center per month
Year 4	$49.99 per center per month
Year 5 and thereafter	$34.99 per center per month

In addition, at the present time AAMCO estimates that the cost of the hardware necessary to optimize the utility of the new POS System will range from approximately $1,500 to $2,000, although these amounts may change.

AAMCO reserves the right to, at any time, make changes to its point-of-sale software, or the costs thereof, as well as to introduce a completely new point-of-sale program that you may be required to purchase and use.

For a fee, AAMCO will also provide you with (and enroll you in as the case may be) all technical programs and products, which currently include: i) the AAMCO Tech Video/DVD Library Program, ii) DirecTech PRO®, and iii) ALLDATA (or an equivalent third party service). These items will be shipped to automatically, or made available for you to access online, and you must pay for these technical programs and products. DirecTech PRO™ is an intranet online program. You will also be automatically subscribed to the technical update service provider in use at any given time; such provider is currently ALLDATA, which, as of the date of this disclosure, charges $99.00 per month for this update service, although such fee is subject to change.

Training.

If you become a franchisee for a new Center, you must attend AAMCO's Operator's School before you open the Center for business. AAMCO does not charge for this training for franchisees of new Centers. If you are purchasing an existing AAMCO Center, you must attend a training course as soon as possible after signing an agreement of sale, and before you are permitted to operate an AAMCO center. AAMCO charges purchasers of existing AAMCO Centers a training fee of $3,000. (F A – Section 5.1).

AAMCO's three-week Operator's Training School includes intensive training in the operation of an AAMCO Center, including management skills and methods, and does not teach mechanical skills. You must complete this three-week course to AAMCO's satisfaction or your Franchise Agreement can be terminated. You must pay all costs to attend this training, including travel, lodging, food, and personal expenses, which we conduct at our headquarters in Horsham, Pennsylvania. The following provides an overview of our AAMCO Operator's School curriculum:

TRAINING PROGRAM*

SUBJECT	INSTRUCTIONAL MATERIAL	HOURS OF CLASSROOM TRAINING	HOURS OF ON-THE-JOB TRAINING	LOCATION
Introduction and Overview		4		Horsham, Pennsylvania
Service System Procedures	Operator's Manual and handouts	34		Horsham, Pennsylvania
Customer Relations/Consumer Affairs	Operator's Manual	3		Horsham, Pennsylvania
Operations	Operator's Manual	1.5		Horsham, Pennsylvania
Technical Services	Operator's Manual and handouts	10		Horsham, Pennsylvania
Recruiting	Operator's Manual and handouts	5		Horsham, Pennsylvania
Workflow Procedures	Operator's Manual and handouts	1.5		Horsham, Pennsylvania
Workflow Procedures	Operator's Manual and handouts	1.5		Horsham, Pennsylvania
Center Computerization	Operator's Manual and hands-on course work	12		Horsham, Pennsylvania
Intershop	Operator's Manual	1		Horsham, Pennsylvania
National Fleet	Operator's Manual	2		Horsham, Pennsylvania
Business-to-Business Sales	Operator's Manual	4		Horsham, Pennsylvania
Advertising , Marketing, Rewards Program and Ad Builder System	Operator's and Marketing Manual	4		Horsham, Pennsylvania

SUBJECT	INSTRUCTIONAL MATERIAL	HOURS OF CLASSROOM TRAINING	HOURS OF ON-THE-JOB TRAINING	LOCATION
Yellow Page Program	Operator's Manual and handouts	1		Horsham, Pennsylvania
National AAMCO Dealers Assoc.	Handouts	1		Horsham, Pennsylvania
Accounting	Operator's Manual	2		Horsham, Pennsylvania
Parts Sourcing	Operator's Manual and handouts	3		Horsham, Pennsylvania
Contract Administration	Handouts	2		Horsham, Pennsylvania
Management skills – personnel	Operator's Manual and handouts	22		Horsham, Pennsylvania
Management skills – profitability	Operator's Manual and handouts	20		Horsham, Pennsylvania
GOOD Training (for new franchisees)		5 weeks; 240 hours; available to new franchisees; offered at the Center during the 1st quarter after Center opens. See below.		Your Center
	TOTAL	**134.5 hours**	**240 hours**	

Michael Dacko, Vice President of Training, conducts and supervises the training for new franchisees. Mr. Dacko has over 30 years experience with the day-to-day operations of transmission repair centers as our employee in various capacities.

As we note in the Training Program chart, for franchisees who are new to the AAMCO system, during the first quarter after you open your Center, AAMCO will provide an intensive five (5) week Grand Opening Operations Development Training (the GOOD Training) program at your AAMCO Center for you and your staff as outlined below. The mandatory GOOD Training fee is $10,000 and is due at the start of operator's training school. GOOD training is conducted by our developmental staff reporting to AAMCO's Vice President of Training, Michael Dacko. This training will be conducted during normal business hours and will not interfere with your Center operations.

SUBJECT	ON SITE TRAINING	LOCATION
Recruiting	30	Your Center
Policy & Procedures	30	Your Center
Computer Training, Set Up Implementation	10	Your Center

SUBJECT	ON SITE TRAINING	LOCATION
Center Marketing (includes Telemarketing)	40	Your Center & in Field Marketing
Manager Training	40	Your Center
Customer Relations	10	Your Center
Start Up Business Consulting	10	Your Center
Accounting Procedure	10	Your Center
Retail Sales Training	10	Your Center
Equipment Training	6	Your Center
Vendor Establishment	6	Your Center
Technical Quality Control Review	6	Your Center
TOTAL TRAINING HOURS	**208 hours**	

AAMCO reserves the right to modify the subjects and adjust the actual hours dedicated to each subject of our training programs at any time and according to your individual needs and operations.

While you are responsible for hiring your employees, AAMCO will assist you in recruiting a customer service manager and technicians for your Center. Your customer service manager must attend AAMCO's one-week school conducted periodically during the year. There is no charge for this training, but you must pay the manager's travel and living expenses. Occasionally, AAMCO conducts these schools at different sites regionally throughout the country. (Franchise Agreement – section 5.2)

AAMCO may require that you attend additional training courses. AAMCO will determine whether or not you have to attend additional training based on the effectiveness of your compliance with AAMCO's policies and procedures. You will pay the expenses of any additional training, including transportation and room and board. (Franchise Agreement – sections 5.1 and 5.2)

ITEM 12.
TERRITORY

AAMCO grants you a license for the operation of one AAMCO Center within a specific Metropolitan Statistical Area or Micropolitan Statistical Area ("Statistical Area"). The exact location must be approved in writing by AAMCO. You cannot re-locate your Center without AAMCO's advance written approval.

You do not receive and AAMCO does not grant you an exclusive or protected territory or trading area. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control, including from Cottman centers. As we disclose in **Item 1**, our affiliate, Cottman, operates Cottman centers and administers the Cottman franchise program. Cottman centers offer the public comparable transmission and driveline related automotive repair services under the Cottman brand name to those that AAMCO Centers offer the public. Depending on the site that you select for your AAMCO Center, you may compete with a nearby Cottman center for customers. We do not regulate competition between neighboring Cottman and AAMCO Centers in the same market, which function as competitors no differently than other franchised and independent brands offering similar services.

While AAMCO maintains the right to establish additional company-owned, affiliate-owned or franchisee-owned AAMCO Centers in the same Statistical Area as your Center, AAMCO agrees to limit the number of Centers to a maximum of one Center for each 100,000 motor vehicle registrations in the Statistical Area. AAMCO agrees that before establishing any additional location zones for franchises in the Statistical Area in which your Center is located, AAMCO will conduct a marketing study and will receive and consider input and comments from you and other franchisees in that Statistical Area. If we do open, or permit one of our franchisees to open, an AAMCO Center in your Statistical Area, we have no obligation to compensate you for sales made by that Center.

AAMCO reserves the right to use all forms and channels of distribution, regardless of whether we use the method now or adopt it in the future. This includes the right to distribute AAMCO products and services that bear the "AAMCO" trademark or that display other names and marks that we do not include as part of the AAMCO franchise. Channels of distribution include the Internet, catalogue sales, telemarketing or other direct marketing sales. New emerging technologies may yield new channels of distribution over time.

You have no right to offer or sell any AAMCO products or services through channels of distribution other than from your retail center. However, while you may only offer services from your AAMCO Center, we do not limit your right to service customers according to where they reside or work. In other words, you may sell authorized products and services to customers regardless of their place of residence or work.

We and Cottman have the same principal business address (see **Item 1**) and share certain administrative departments with our parent, American Driveline Systems, Inc., including accounting. However, we and Cottman each maintain separate departments and staff to handle operations, collections, advertising and training and also maintain separate training facilities for our respective franchisees.

ITEM 13.
TRADEMARKS

We grant you the right to operate an AAMCO Center under the name "AAMCO" or "AAMCO Transmissions." AAMCO is the registered owner under the laws of the United States of America of the following principal trademarks, each registered on the Principal Register of the United States Patent Office: (i) the name "AAMCO" first registered on June 18, 1968 and first renewed on June 18, 1988, No. 851,209; (ii) the "AAMCO" company logo in the form of a hexagon shield first registered on November 12, 1968 and first renewed on November 12, 1988, No. 860,330; (iii) the "AAMCO Transmissions" company logo in the form of a hexagon shield first registered on December 11, 1979, and first renewed on December 11, 1999 No. 1,127,710;and (iv) the "AAMCO Transmissions" company logo in the form of a hexagonal shield first registered November 16, 2010, No. 3,875,638. AAMCO is also the registered owner under the laws of the United States of America on the Principal Register of the United States Patent Office of the following additional marks: (iv) "Power Purge," first registered on June 25, 2002, No. 2,586,742, which refers to a specific type of transmissions service provided by AAMCO Centers; and (ii) "DirecTech," first registered on August 4, 1998, No. 2,179,649, which refers to a specific instructional DVD. There are no agreements in place that limit AAMCO's right to use or license the use of AAMCO's marks. AAMCO also owns common law trademark rights to "TransScan" a multi-step process of systematically evaluating the condition and functioning of an automotive transmission.

You must follow AAMCO's procedures when you use these marks. You cannot use the "AAMCO" name or mark as part of the company name of your business entity, whether it be a corporation, partnership or limited liability company. You cannot use or register "AAMCO" as part of a top line domain name for your Center.

You cannot use the "AAMCO" name and marks on a web site without AAMCO's prior written approval and you may not establish any HTML or other link between any web site you create, maintain or use and AAMCO's home page or other part of AAMCO's web site without AAMCO's prior written approval.

You must not directly or indirectly contest AAMCO's right to the "AAMCO" names, marks, trade secrets, proprietary information or business techniques that are part of the AAMCO system. You may not modify the AAMCO marks.

You must notify AAMCO immediately when you learn about an infringement of or a challenge to your use of AAMCO's marks. AAMCO will take the action that it thinks appropriate to protect its marks against claims of infringement or unfair competition. AAMCO will, at its expense and direction, defend you against any claim of infringement for your use of AAMCO's marks, provided such use is authorized by AAMCO. You must cooperate in defending such action, if and as requested by AAMCO. AAMCO does not know of any infringing uses of its marks that could materially affect your use of AAMCO's marks.

Currently, there are no effective material determinations of the patent and trademark office, trademark trial and appeal board, the trademark administrator of this state or any court; pending infringement, opposition or cancellation; and pending material litigation involving the principal trademarks.

ITEM 14.
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

No patents are material to this franchise. You can use proprietary and copyrighted information in AAMCO's Operator's Manual and related forms and training materials. See **Item 11** for a description of the Operator's Manual. AAMCO claims a common law copyright interest in its Operator's Manual, Opening Procedures Manual, Outside Sales materials and other instructional and training materials and related forms, although AAMCO has not filed for copyright protection with the United States Copyright Office. AAMCO limits the use of the Operator's Manual to you and your employees. You are not permitted to provide copies of the Operator's Manual to anyone else. AAMCO claims a common law copyright interest in all of its technical training videos, DVDs and other technical training materials and regards the information as proprietary, although it has not filed for copyright protection with the United States Copyright Office. You do not have a right to make copies of any of the materials which AAMCO regards as proprietary or in which it claims common law or statute copyrights, although you may use these materials in the operation of your AAMCO Center.

You must notify AAMCO immediately when you learn about an infringement of or a challenge to your use of any of our proprietary or copyrighted materials. AAMCO will take the action that it thinks appropriate to protect its rights in the materials against claims of infringement or unfair competition. AAMCO will, at its expense and direction, defend you against any claim of infringement for your use of AAMCO's proprietary or copyrighted materials. You must cooperate in defending such action, if and as requested by AAMCO. AAMCO does not know of any infringing uses of its proprietary or copyrighted materials that could materially affect your use of AAMCO's proprietary or copyrighted materials.

ITEM 15.
OBLIGATIONS TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

AAMCO requires that you participate personally and materially in the management and operation of your AAMCO Center (see Section 8(d) of the Franchise Agreement). You must hire only those employees who, after appropriate screening, demonstrate themselves to be honest and dependable. You must hire a customer service manager for your AAMCO Center, and he or she must satisfactorily complete AAMCO's customer service manager training and any other retraining AAMCO requires. If requested by AAMCO, the customer service manager must sign a confidentiality agreement by which he or she agrees to maintain confidentiality of trade secrets and proprietary information.

While some AAMCO dealers, with AAMCO's advance written approval, have other business interests, you must maintain a regular and reasonably consistent schedule of overseeing the day-to-day operations and development of the business of the Center.

ITEM 16.
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

AAMCO requires that you offer and sell only those goods and services that AAMCO has approved. You must offer all goods and services that AAMCO designates as required for all franchisees. Parts, supplies and assembly sets used in your AAMCO Center must meet AAMCO's specifications. See **Item 8**.

AAMCO has the right to add additional authorized services that you must offer. There are no limits on AAMCO's right to add additional services and AAMCO may require you to comply with other requirements including training and purchasing of additional diagnostic equipment and/or inventory. It is your responsibility to ensure that your Center is not restricted from performing any automotive related repairs by local ordinance or use restrictions in your lease. You cannot operate any other business at the location of your AAMCO Center.

ITEM 17.
RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
a. Length of the franchise term	Section 3	Term is 15 years from your signing of the Franchise Agreement.
b. Renewal or extension of the term	Section 3	Unless AAMCO receives notice from you, or provides you with notice, of intent not to renew at least one year prior to the termination date of your current term, the Franchise Agreement will automatically renew for an additional 15 year term. You may be required to sign a then current type Franchise Agreement and the franchise fee may be increased upon renewal.
c. Requirements for franchisee to renew or extend	Section 3	Sign new agreement, if requested, within a specific time, and update appearance of Center; franchise fee may be increased. Our then-current Franchise Agreement may contain materially different terms and conditions than the expiring Franchise Agreement.

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
d. Termination by franchisee	None	Not applicable
e. Termination by AAMCO without cause	None	Not applicable
f. Termination by AAMCO with cause	Section 19.1 (also Exhibits 11 & 12 of this FDD)	AAMCO can terminate if you breach the agreement or you default under the DirecTech PRO™ or FOCUS GOLD™ Terms and Conditions (or any software system that replaces these programs).
g. "Cause" defined - curable defaults	Sections 19.1(a) and (b)	You have 10 days to cure any failure to make payments. You have 30 days to cure other defaults except as listed in sections 19.1(c) and (d).
h. "Cause" defined - non-curable defaults	Sections 19.1(c) and (d)	Non-curable defaults: fraudulent acts; failure to deal fairly and honestly with AAMCO or any customer of the Center; failure to honor and comply with the terms of the advertising placed; receive notice of default under section 8(a), 8(b), 8(i), 8(j), 8(l) or 8(o) of the Franchise Agreement, or notice of failure to pay any sum under the Franchise Agreement, on 3 prior occasions in any twelve (12) month period.
i. Franchisee's obligations on termination/non-renewal	Sections 19.2 and 20	Obligations include complete de-identification, payment of amounts due, cessation of use of AAMCO name and return of AAMCO material. (also see r. below)
j. Assignment of contract by AAMCO	Section 22	No restriction on AAMCO's right to assign.
k. "Transfer" by franchisee - defined	Sections 18.1, 18.2, 18.3	Includes transfer of contract or assets, or ownership change.
l. AAMCO's approval of transfer by franchisee	Sections 18.1, 18.2	AAMCO has the right to approve all transfers.
m. Conditions for AAMCO approval of transfer	Sections 18.1, 18.2	New franchisee qualifies, all sums due and transfer fee paid, purchase agreement approved, training successfully completed, release signed by you, current agreement signed by new franchisee, Center appearance updated, Assignment of Lease and Lease Rider approved and current diagnostic equipment and technical training materials acquired; franchisee is not subject to an uncured notice of default and all monetary obligations to AAMCO, advertising pool, and third party vendors must be satisfied. (also see r. below).

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
n. AAMCO's right of first refusal to acquire franchisee's business	Section 18.2(a)	If you receive a bona fide written offer to purchase your Center, you must give AAMCO written notice and AAMCO has 30 days to match the terms and conditions of the third party offer, except that AAMCO may substitute cash for any offer payment method. AAMCO does not have this option if the transfer is due to disability or is between or among partners, shareholders, LLC member, immediate family, Center employees or is for less than 50%. This provision will not apply to franchisees in the System as of October 1, 2006 who are approved for an additional AAMCO Center.
o. AAMCO's option to purchase franchisee's business	Section 19.2 and see provision n. above	At termination or expiration, AAMCO has the option to buy your interest in the Center.
p. Death or disability of franchisee	Section 18.2	Rights pass to your heirs who are members of your immediate family and who otherwise qualify pursuant to section 18.1.
q. Non-competition covenants during the term of the franchise	Section 20	No involvement in a similar or competing Business, except as approved by AAMCO under paragraph 8(e).
r. Non-competition covenants after the franchise is terminated or expires	Section 20	No competing business for 2 years within 10 miles of former Center or another AAMCO Center, in the U.S., Canada, Mexico, Puerto Rico, Virgin Islands and Australia; includes after transfers; no franchising or licensing of competing business for 2 years within the U.S., Canada, Puerto Rico, Australia and Virgin Islands.
s. Modification of the agreement	Section 29	No modifications by you unless in writing and signed by AAMCO; but Operator's Manual subject to change.
t. Integration/merger clause	Section 29	Only the terms of the Franchise Agreement are enforceable. No other promises are enforceable against the parties. Nothing in the Franchise Agreement requires you to waive or disclaim representations contained in this Franchise Disclosure Document.
u. Dispute resolution by arbitration or mediation	Section 28	Except for certain claims, all disputes must be arbitrated; no multi-party or class action claims are permitted in arbitration. Arbitration to occur in Philadelphia, PA. You may initiate non-binding mediation in Philadelphia, Pennsylvania, Chicago, Illinois or Bethesda, Maryland at your option. The Franchise Agreement does not give us the right to initiate a non-binding mediation.

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
v. Choice of forum	Section 26	Litigation must be in federal court in Philadelphia, PA or state court in Montgomery County, PA. See State Addendum and amendments to Franchise Agreement (**Exhibits B and C**).
w. Choice of law	Section 26	Pennsylvania law applies. See State Addendum and amendments to Franchise Agreement (**Exhibits B and C**).
x. Waiver of jury trial	Section 27	You and AAMCO waive trial by jury in any action.
y. Recovery of costs and attorney's fees	Sections 26.2 and 28	The prevailing party in any legal proceeding recovers attorney's fees and costs; prevailing party in any arbitration may recover arbitrator's fees.
z. Notice	Section 23	Notice under the agreement must be in writing.

State law requires us to make certain disclosures regarding the possible application of state laws. We make these special disclosures in the state addendum to the Franchise Disclosure Document and amendments to Franchise Agreement. (See Exhibits B and C)

ITEM 18.
PUBLIC FIGURES

There is no compensation or other benefit given or promised to a public figure, in whole or in part, from the use of a public figure in the name or symbol of the franchise.

There are no public figures involved in the actual management or control of AAMCO nor has any public figure invested in the franchise operation.

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 this **Item 19** may be given only if (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this **Item 19**, for example, by providing information about possible performance at a particular location or under particular circumstances.

We make three (3) different financial performance representations in this **Item 19**. We disclose: (i) the average gross sales in 2011 of U.S. AAMCO Centers that were open by the same franchisee for two years or more as of 12/31/2011 segmented by the number of service bays in the respective Centers; (ii) the average gross sales in 2011 of U.S. AAMCO Centers that were open by the same franchisee for five years or more as of 12/31/2011 segmented by quartiles; and (iii) the average gross sales in 2011 of U.S. AAMCO Centers that were open by the same franchisee for five years or more as of 12/31/2011 segmented by the number of service bays in the respective Centers, with this latter category being further segmented by quartiles. Approximately 98.8% of the average gross sales data was compiled from Weekly Business Reports prepared and submitted to AAMCO by franchisees owning such Centers; and, approximately 1.2% of the average gross sales data was compiled from the data contained in the Weekly Business Reports being verbally communicated to AAMCO by franchisees owning such Centers. We have not audited this data; and therefore cannot make representations or warranties as to the accuracy of this franchisee-reported information.

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YOUR INDIVIDUAL FINANCIAL RESULTS MAY DIFFER FROM THE INFORMATION THAT WE PRESENT IN THIS **ITEM 19**. WE URGE YOU TO CONSULT WITH YOUR OWN FINANCIAL, BUSINESS, AND LEGAL ADVISORS TO CONDUCT YOUR OWN ANALYSIS OF THE INFORMATION CONTAINED IN THIS SECTION OF **ITEM 19** AND IN THIS ENTIRE FRANCHISE DISCLOSURE DOCUMENT. GROSS SALES RESULTS NOT ONLY DEPEND ON THE SCOPE OF SERVICES WHICH A CENTER OFFERS, BUT ON THE QUALITY OF A CENTER'S MANAGEMENT TEAM, THE CENTER'S OPERATING HOURS, THE ENERGY AND DEDICATION OF A CENTER'S OWNER, AND THE QUALITY OF THE SERVICES WHICH THE CENTER PERFORMS. YOUR RESULTS MAY DIFFER.

****

Bay Count	Number of centers open for 2 or more years as of 12/31/2011	Average sales for fiscal year 2011	Number of Centers that attained or surpassed the average sales amount	Percent of Centers that attained or surpassed the average sales amount
9+ Bays	36	$829,238	16	44.4%
8 Bays	58	$747,803	26	44.8%
7 Bays and Less	512	$596,615	220	43.0%
Total Centers / Average Sales	**606**	**$624,904**	**262**	**43.2%**

Sales Quartiles	Number of centers open for 5 or more years as of 12/31/2011	Average sales for fiscal year 2011	Number of Centers that attained or surpassed the average sales amount	Percent of Centers that attained or surpassed the average sales amount
Top Quartile	110	$1,003,843	40	36.4%
2nd Quartile	110	$681,395	50	45.5%
3rd Quartile	110	$522,669	60	54.5%
Bottom Quartile	111	$336,424	67	60.4%
Total Centers / Average Sales	**441**	**$635,403**	**217**	**49.2%**

Bay Count	Number of centers open for 5 or more years as of 12/31/2011	Average sales for fiscal year 2011	Number of Centers that attained or surpassed the average sales amount	Percent of Centers that attained or surpassed the average sales amount
9+ Bays	31	$781,179	16	51.6%
8 Bays	53	$765,681	24	45.3%
7 Bays and Less	357	$603,404	151	42.3%
Total Centers / Average Sales	**441**	**$635,403**	**191**	**43.3%**

Bay Count of Top Sales Quartile	Number of centers open for 5 or more years as of 12/31/2011	Average sales for fiscal year 2011	Number of Centers that attained or surpassed the average sales amount	Percent of Centers that attained or surpassed the average sales amount
9+ Bays	15	$1,037,069	5	33.3%
8 Bays	22	$1,049,800	6	27.3%
7 Bays and Less	73	$983,165	30	41.1%
Total Centers / Average Sales	**110**	**$1,003,843**	**41**	**37.3%**

For the second quartile, the average annual gross sales in 2011 for U.S. AAMCO Centers that were open for five years or more with the same owner is: $719,259 for 9 or more bays, which such group included 9 Centers, of which 5 Centers (or 55.6%) attained or surpassed the average; $672,875 for 8 bays, which such group included 13 Centers, of which 5 Centers (or 38.5%) attained or surpassed the average; $678,781 for 7 bays or less, which such group included 88 Centers, of which 39 Centers (or 44.3%) attained or surpassed the average; and $681,395 for all 110 centers on average, of which 49 Centers (or 44.5%) attained or surpassed the average. For the third quartile, the average annual gross sales in 2011 for U.S. AAMCO Centers that were open for five years or more with the same owner is: $n/a for 9 or more bays,

which such group included 0 Centers, of which 0 Centers (or n/a%) attained or surpassed the average; $530,377 for 8 bays, which such group included 13 Centers, of which 7 Centers (or 53.8%) attained or surpassed the average; $521,636 for 7 bays or less, which such group included 97 Centers, of which 52 Centers (or 53.6%) attained or surpassed the average; and $522,669 for all 110 centers on average, of which 59 Centers (or 53.6%) attained or surpassed the average. For the bottom quartile, the average annual gross sales in 2011 for U.S. AAMCO Centers that were open for five years or more with the same owner is: $312,452 for 9 or more bays, which such group included 7 Centers, of which 4 Centers (or 57.1%) attained or surpassed the average; $368,65231,245 for 8 bays, which such group included 5 Centers, of which 3 Centers (or 60%) attained or surpassed the average; $336,491 for 7 bays or less, which such group included 99 Centers, of which 60 Centers (or 60.6%) attained or surpassed the average; and $336,424 for all 110 centers on average, of which 67 Centers (or 60.4%) attained or surpassed the average.

Other than the preceding financial performance representation, AAMCO does not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet however, we, or the current franchisee, may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Matthew Wright at 201 Gibraltar Road, Horsham, PA 19044 or 610-668-2900 ext 212, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20.
U.S. OUTLETS AND FRANCHISEE INFORMATION

TABLE 1				
U.S. Outlet Summary For Years 2009 to 2011				
Outlet Type	**Year**	**Outlets at the Start of the Year**	**Outlets at the End of the Year**	**Net Change**
Franchised	2009	865	829	-36
	2010	829	791	-38
	2011	791	752	-39
Company-Owned	2009	0	0	0
	2010	0	7	7
	2011	7	21	14
Total Outlets	2009	865	829	-36
	2010	819	798	-21
	2011	796	773	-23

TABLE 2		
Transfers of U.S. Outlets from Franchisees to New Owners (other than from the Franchisor) For Years 2009 to 2011		
ALABAMA	2009	1
	2010	0
	2011	0
ALASKA	2009	0
	2010	0
	2011	0
ARIZONA	2009	1
	2010	1
	2011	6
ARKANSAS	2009	0
	2010	0
	2011	0
CALIFORNIA	2009	3
	2010	5
	2011	8
COLORADO	2009	1
	2010	1
	2011	0

CONNECTICUT	2009	0
	2010	0
	2011	0
DELAWARE	2009	0
	2010	0
	2011	0
DISTRICT OF COLUMBIA	2009	0
	2010	0
	2011	0
FLORIDA	2009	1
	2010	6
	2011	2
GEORGIA	2009	0
	2010	4
	2011	2
HAWAII	2009	0
	2010	0
	2011	0
IDAHO	2009	1
	2010	0
	2011	0
ILLINOIS	2009	1
	2010	1
	2011	3
INDIANA	2009	0
	2010	0
	2011	0
IOWA	2009	0
	2010	0
	2011	1
KANSAS	2009	0
	2010	1
	2011	0
KENTUCKY	2009	1
	2010	0
	2011	0
LOUISIANA	2009	0
	2010	0

	2011	0
MAINE	2009	0
	2010	0
	2011	0
MARYLAND	2009	0
	2010	1
	2011	0
MASSACHUSETTS	2009	3
	2010	0
	2011	0
MICHIGAN	2009	0
	2010	0
	2011	0
MINNESOTA	2009	0
	2010	0
	2011	1
MISSISSIPPI	2009	0
	2010	0
	2011	0
MISSOURI	2009	1
	2010	1
	2011	2
MONTANA	2009	0
	2010	0
	2011	0
NEBRASKA	2009	0
	2010	0
	2011	0
NEVADA	2009	0
	2010	2
	2011	0
NEW HAMPSHIRE	2009	0
	2010	0
	2011	0
NEW JERSEY	2009	1
	2010	1
	2011	1
Intentionally blank	Intentionally	blank

NEW MEXICO	2009	0
	2010	0
	2011	0
NEW YORK	2009	1
	2010	1
	2011	0
NORTH CAROLINA	2009	5
	2010	2
	2011	1
NORTH DAKOTA	2009	0
	2010	0
	2011	0
OHIO	2009	1
	2010	0
	2011	1
OKLAHOMA	2009	0
	2010	0
	2011	0
OREGON	2009	0
	2010	1
	2011	1
PENNSYLVANIA	2009	2
	2010	3
	2011	1
RHODE ISLAND	2009	1
	2010	2
	2011	0
SOUTH CAROLINA	2009	0
	2010	0
	2011	0
SOUTH DAKOTA	2009	0
	2010	0
	2011	0
TENNESSEE	2009	0
	2010	1
	2011	0
TEXAS	2009	0
	2010	1

	2011	1
UTAH	2009	0
	2010	0
	2011	0
VERMONT	2009	0
	2010	0
	2011	0
VIRGINIA	2009	2
	2010	0
	2011	0
WASHINGTON	2009	2
	2010	2
	2011	0
WEST VIRGINIA	2009	0
	2010	0
	2011	0
WISCONSIN	2009	0
	2010	0
	2011	0
WYOMING	2009	0
	2010	0
	2011	0
PUERTO RICO	2009	0
	2010	0
	2011	0
U. S. VIRGIN ISLANDS	2009	0
	2010	0
	2011	0
OTHER U.S. TERRITORIES AND POSSESSIONS	2009	0
	2010	0
	2011	1
TOTAL	2009	32
	2010	37
	2011	32

TABLE 3								
Status of U.S. Franchised Outlets for Years 2009 to 2011								
Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8	Column 9
State	Year	Outlets at Start of Year	Outlets Opened	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
ALABAMA	2009	12	1	0	0	0	0	13
	2010	13	0	0	0	0	0	13
	2011	13	0	1	0	0	0	12
ALASKA	2009	0	0	0	0	0	0	0
	2010	0	0	0	0	0	0	0
	2011	0	0	0	0	0	0	0
ARIZONA	2009	25	0	2	0	0	0	23
	2010	23	2	1	0	0	0	24
	2011	24	0	0	0	0	0	24
ARKANSAS	2009	4	0	0	0	0	0	4
	2010	4	0	0	0	0	0	4
	2011	4	0	0	0	0	0	4
CALIFORNIA	2009	107	7	11	0	0	0	103
	2010	103	1	12	0	0	0	92
	2011	92	4	3	0	4	0	89
COLORADO	2009	20	1	1	0	0	0	20
	2010	20	1	1	0	0	0	20
	2011	20	1	0	0	0	0	21
CONNECTICUT	2009	9	0	0	0	0	0	9
	2010	9	1	1	0	0	0	9
	2011	9	2	4	0	1	0	6
DELAWARE	2009	5	0	1	0	0	0	4
	2010	4	0	0	0	0	0	4
	2011	4	0	0	0	0	0	4
DISTRICT OF COLUMBIA	2009	1	0	0	0	0	0	1
	2010	1	0	0	0	0	0	1
	2011	1	0	0	0	0	0	1
FLORIDA	2009	72	3	6	0	0	0	69
	2010	69	4	1	0	0	0	72
	2011	72	0	4	0	0	0	68
GEORGIA	2009	34	0	1	0	0	0	33

	2010	33	0	0	0	1	0	32
	2011	32	1	1	0	1	0	31
HAWAII	2009	2	0	0	0	0	0	2
	2010	2	0	0	0	0	0	2
	2011	2	0	0	0	0	1	1
IDAHO	2009	4	0	0	0	0	0	4
	2010	4	0	0	0	0	0	4
	2011	4	0	0	0	0	0	4
ILLINOIS	2009	28	1	5	0	0	0	24
	2010	24	1	0	0	1	0	24
	2011	24	2	2	0	1	0	23
INDIANA	2009	12	0	1	0	0	0	11
	2010	11	0	1	0	0	0	10
	2011	10	0	0	0	0	0	10
IOWA	2009	10	0	1	0	0	0	9
	2010	9	0	0	0	0	0	9
	2011	9	0	0	0	0	0	9
KANSAS	2009	4	2	0	0	0	0	6
	2010	6	1	1	0	0	0	6
	2011	6	1	0	0	0	0	7
KENTUCKY	2009	11	0	1	0	0	0	10
	2010	10	1	0	0	0	0	11
	2011	11	1	1	0	0	0	11
LOUISIANA	2009	14	0	1	0	0	0	13
	2010	13	0	1	0	0	0	12
	2011	12	0	1	0	0	0	11
MAINE	2009	1	0	0	0	0	0	1
	2010	1	1	0	0	1	0	1
	2011	1	0	0	0	0	0	1
MARYLAND	2009	21	1	1	0	0	0	21
	2010	21	0	1	0	2	0	18
	2011	18	2	0	0	1	0	19
MASSACHUSETTS	2009	16	3	4	0	0	0	15
	2010	15	0	3	0	0	0	12
	2011	12	0	1	0	0	0	11
MICHIGAN	2009	9	1	1	0	0	0	9
	2010	9	1	2	0	0	0	8
	2011	8	0	1	0	0	0	7

MINNESOTA	2009	11	1	2	0	0	0	10
	2010	10	0	0	0	0	0	10
	2011	10	0	0	0	0	0	10
MISSISSIPPI	2009	7	0	0	0	0	0	7
	2010	7	0	2	0	0	0	5
	2011	5	1	1	0	0	0	5
MISSOURI	2009	18	1	4	0	0	0	15
	2010	15	2	1	0	0	0	16
	2011	16	4	3	0	1	0	16
MONTANA	2009	1	0	0	0	0	0	1
	2010	1	0	0	0	0	0	1
	2011	1	0	0	0	0	0	1
NEBRASKA	2009	5	0	0	0	0	0	5
	2010	5	0	0	0	0	0	5
	2011	5	0	0	0	0	0	5
NEVADA	2009	9	1	0	0	0	0	10
	2010	10	0	1	0	0	0	9
	2011	9	0	1	0	0	0	8
NEW HAMPSHIRE	2009	5	0	0	0	0	0	5
	2010	5	0	0	0	0	0	5
	2011	5	0	1	0	0	0	4
NEW JERSEY	2009	35	3	2	0	0	0	36
	2010	36	2	2	0	1	0	35
	2011	35	2	3	0	2	0	32
NEW MEXICO	2009	3	0	0	0	0	0	3
	2010	3	0	0	0	0	0	3
	2011	3	0	0	0	0	0	3
NEW YORK	2009	38	1	1	0	0	0	38
	2010	38	1	1	0	0	0	38
	2011	38	0	2	0	1	0	35
NORTH CAROLINA	2009	29	1	1	0	0	0	29
	2010	29	0	2	0	0	0	27
	2011	27	1	3	0	3	0	22
NORTH DAKOTA	2009	1	0	1	0	0	0	0
	2010	0	0	0	0	0	0	0
	2011	0	0	0	0	0	0	0
OHIO	2009	34	3	3	0	0	0	34

	2010	34	1	3	0	0	0	32
	2011	32	0	1	0	0	0	31
OKLAHOMA	2009	5	0	0	0	0	0	5
	2010	5	1	1	0	0	0	5
	2011	5	1	1	0	1	0	4
OREGON	2009	19	2	3	0	0	0	18
	2010	18	0	1	0	0	0	17
	2011	17	0	1	0	0	0	16
PENNSYLVANIA	2009	51	4	7	0	0	0	48
	2010	48	1	5	0	0	0	44
	2011	44	1	3	0	0	0	42
RHODE ISLAND	2009	4	1	0	0	0	0	5
	2010	5	0	1	0	0	0	4
	2011	4	0	1	0	0	0	3
SOUTH CAROLINA	2009	13	0	3	0	0	0	10
	2010	10	1	0	0	0	0	11
	2011	11	0	0	0	0	0	11
SOUTH DAKOTA	2009	1	0	0	0	0	0	1
	2010	1	0	0	0	0	0	1
	2011	1	0	0	0	0	0	1
TENNESSEE	2009	11	0	1	0	0	0	10
	2010	10	0	0	0	0	0	10
	2011	10	0	0	0	1	0	9
TEXAS	2009	60	3	7	0	0	0	56
	2010	56	2	5	0	1	0	52
	2011	52	1	4	0	1	0	48
UTAH	2009	9	1	0	0	0	0	10
	2010	10	0	0	0	0	0	10
	2011	10	0	1	0	0	0	9
VERMONT	2009	1	0	0	0	0	0	1
	2010	1	0	0	0	0	0	1
	2011	1	0	0	0	0	0	1
VIRGINIA	2009	38	0	2	0	0	0	36
	2010	36	0	2	0	0	0	34
	2011	34	0	1	0	0	0	33
WASHINGTON	2009	17	1	0	0	0	0	18
	2010	18	3	2	0	3	0	16
	2011	16	9	2	0	3	0	20

WEST VIRGINIA	2009	5	0	0	0	0	0	5
	2010	5	0	0	0	0	0	5
	2011	5	0	1	0	0	0	4
WISCONSIN	2009	5	0	1	0	0	0	4
	2010	4	0	1	0	1	0	2
	2011	2	0	0	0	0	0	2
WYOMING	2009	1	0	0	0	0	0	1
	2010	1	0	0	0	0	0	1
	2011	1	0	0	0	0	0	1
Puerto Rico	2009	4	0	0	0	0	0	4
	2010	4	0	0	0	0	0	4
	2011	4	0	2	0	0	0	2
U.S. Virgin Islands	2009	0	0	0	0	0	0	0
	2010	0	0	0	0	0	0	0
	2011	0	0	0	0	0	0	0
Other U.S.	2009	0	0	0	0	0	0	0
Territories and	2010	0	0	0	0	0	0	0
Possessions	2011	0	0	0	0	0	0	0
Total	2009	861	43	75	0	0	0	829
	2010	829	28	55	0	11	0	791
	2011	791	34	51	0	21	1	752

TABLE 4							
Status of U.S. Company-Owned Outlets for Years 2009 to 2011							
Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Outlets Reacquired From Franchisees	Column 6 Outlets Closed	Column 7 Outlets Sold to Franchisees	Column 8 Outlets at End of the Year
See Note 1	0	0	0	0	0	0	0
CALIFORNIA	2010	0	0	0	0	0	0
	2011	0	0	8	0	2	6
CONNECTICUT	2010	0	0	0	0	0	0
	2011	0	0	1	0	0	1
FLORIDA	2010	0	0	0	0	0	0
	2011	0	0	2	0	2	0
GEORGIA	2010	0	0	2	0	0	2
	2011	2	0	2	0	3	1
ILLINOIS	2010	0	0	1	0	0	1
	2011	1	0	1	0	2	0
LOUISIANA	2010	0	0	0	0	0	0
	2011	0	0	1	0	0	1
MARYLAND	2010	0	0	2	0	0	2
	2011	2	0	1	0	2	1
MAINE	2010	0	0	1	0	1	0
	2011	0	0	1	0	1	0
MISSOURI	2010	0	0	0	0	0	0
	2011	0	0	3	0	2	1
NORTH CAROLINA	2010	0	0	0	0	0	0
	2011	0	0	1	0	0	1
NEW JERSEY	2010	0	0	1	0	1	0
	2011	0	0	3	0	1	2
NEW YORK	2010	0	0	0	0	0	0
	2011	0	0	1	0	0	1
OHIO	2010	0	0	0	0	0	0
	2011	0	0	2	0	1	1
OKLAHOMA	2010	0	0	0	0	0	0
	2011	0	0	1	0	0	1
OREGON	2010	0	0	0	0	0	0
	2011	0	0	1	0	1	0

PENNSYLVANIA	2010	0	0	0	0	0	0
	2011	0	0	1	0	1	0
TENNESSEE	2010	0	0	0	0	0	0
	2011	0	0	1	0	0	1
TEXAS	2010	0	0	1	0	0	1
	2011	1	0	3	0	1	3
WASHINGTON	2010	0	0	3	0	3	0
	2011	0	0	5	0	5	0
WISCONSIN	2010	0	0	1	0	0	1
	2011	1	0	0	1	0	0
TOTAL	2010	0	0	12	0	5	7
	2011	7	0	39	1	24	21
Note 1: There were no company owned Centers for the year 2009.							

TABLE 5 Projected New U.S. Franchised Outlets as of 2012				
Column 1 State	Column 2 Franchise Agreements Signed But Outlet Not Opened	Column 3 Projected New Franchised Outlets in the Next Fiscal Year	Column 4 New Openings (Conversions)	Column 5 Projected New Company – Owned Outlets In the Next Fiscal Year
ALABAMA	0	1	0	0
ALASKA	0	0	0	0
ARIZONA	2	2	0	0
ARKANSAS	0	0	0	0
CALIFORNIA	8	9	0	4
COLORADO	1	2	0	0
CONNECTICUT	3	1	0	1
DELAWARE	0	1	0	0
DISTRICT OF COLUMBIA	0	0	0	0
FLORIDA	6	6	0	1
GEORGIA	6	3	0	1
HAWAII	0	0	0	0
IDAHO	0	0	0	0
ILLINOIS	0	2	0	0
INDIANA	0	1	0	0
IOWA	0	1	0	0
KANSAS	0	1	0	0
KENTUCKY	0	1	0	0
LOUISIANA	0	1	0	1
MAINE	0	0	0	0
MARYLAND	0	2	0	2
MASSACHUSETTS	0	1	0	0
MICHIGAN	1	1	0	0
MINNESOTA	0	1	0	0
MISSISSIPPI	1	0	0	0
MISSOURI	2	2	0	1
MONTANA	0	0	0	0
NEBRASKA	0	1	0	0
NEVADA	0	1	0	0
NEW HAMPSHIRE	1	0	0	0
NEW JERSEY	2	4	0	4
NEW MEXICO	0	0	0	0

NEW YORK	2	4	0	1
NORTH CAROLINA	0	2	0	3
NORTH DAKOTA	0	0	0	0
OHIO	0	3	0	1
OKLAHOMA	2	1	5	7
OREGON	1	2	0	0
PENNSYLVANIA	3	4	0	0
RHODE ISLAND	0	0	0	0
SOUTH CAROLINA	1	1	0	0
SOUTH DAKOTA	0	0	0	0
TENNESSEE	0	1	0	1
TEXAS	2	5	0	3
UTAH	2	1	0	1
VERMONT	0	0	0	0
VIRGINIA	0	3	0	2
WASHINGTON	1	2	0	0
WEST VIRGINIA	0	1	0	1
WISCONSIN	0	1	0	1
WYOMING	0	0	0	0
PUERTO RICO	1	0	0	0
U. S. VIRGIN ISLANDS	0	0	0	0
Other U.S. Territories and Possessions	0	0	0	0
Total	**48**	**76**	**5**	**36**

Attached as **Exhibit G** is a list of the names of all franchisees and their addresses and telephone number of all AAMCO Centers as of December 31, 2011.

Attached as **Exhibit H** is a list of the names, city and state and current business telephone number or last known home telephone of every and addresses of all AAMCO franchisees who have had a franchise terminated, cancelled, non renewed or who have otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement during our most recently completed fiscal year ending December 31, 2011, or who have not communicated with us during the 10 weeks before the filing of this Franchise Disclosure Document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

During our last 3 fiscal years, we have not signed any confidentiality clauses with current or former franchisees which would restrict them from speaking openly with you about their experience with us.

Trademark-Specific Franchisee Organizations Associated with AAMCO System:

National AAMCO Dealer's Association (NADA). Contact information: Michael Ganjei, President, NADA; address: 7316 Wisconsin Avenue, Suite 420, Bethesda, MD 20814; telephone: (800) 446-6231; e-mail: mganjei@aamcodealers.com; website: www.aamcodealers.com. We did not create or sponsor the formation of NADA, but recognize it as an incorporated franchisee organization associated with the AAMCO system.

ITEM 21.
FINANCIAL STATEMENTS

Attached as **Exhibit I** are the following consolidated financial statements for AAMCO Transmissions, Inc. and its subsidiaries:

1. Audited financial statements for the fiscal years ending December 31, 2011, January 1, 2011, and January 2, 2010.

ITEM 22.
EXHIBITS TO FDD AND LIST OF AGREEMENTS THAT YOU MUST SIGN

DESCRIPTION	EXHIBIT
Franchise Documents (mandatory)	
Franchise Agreement	"A-1"
Franchise Agreement – EDAC (for dealers in system prior to 10/01/06)	"A-2"
Lease Rider	"A-3"
Advertising Commitment Letter	"A-4"
Advertising Pool Installment Note	"A-5"
Sample Advertising Pool Agreement	"A-6"
Electronic Funds Transfer (EFT)	"A-7"
Additional Franchise Documents (situational)	
Amendment to Add a Corporation	"A-8"
Termination of Franchise Agreement and General Release	"A-9"
DAC Phone Redirect Agreement	"A-10"
DirecTech PRO™ current Terms and Conditions	"A-11"
Focus Gold™ current Terms and Conditions	"A-12"
Addenda relating to statutory and regulatory provisions and requirements to the Franchise Disclosure Document for the States of California, Hawaii, Illinois, Minnesota, Rhode Island, South Dakota, Washington, and Province of Ontario	"B"
State Amendments to Franchise Agreement for the States of Illinois, Minnesota, North Dakota, Rhode Island, South Dakota and Province of Ontario	"C"
State Administrators (See cover page)	"D"
Agents for Service of Process (See **Item 1**)	"E"
List of State and Local Laws (See **Item 1**)	"F"
List of Franchise Outlets (See **Item 20**)	"G"
List of Terminated Outlets	"H"
Financial Statements	"I"
Receipts	"J"

ITEM 23.
RECEIPTS

The last four pages of this FDD are detachable documents (**Exhibit J**) acknowledging your receipt of the Franchise Disclosure Document. You must sign one copy and give it to us. The other copy is for your records. If these pages or any other pages or exhibits are missing from your copy, please contact us at this address or phone number:

AAMCO Transmissions, Inc.
201 Gibraltar Road
Horsham, PA 19044
(610) 668-2900
franchise@aamcotransmissions.com

Exhibit A-1
Franchise Agreement

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AAMCO Transmissions, Inc.

Franchise Agreement

This Agreement is entered into as of _, 20__, by and between AAMCO Transmissions, Inc., 201 Gibraltar Road, Horsham, Pennsylvania 19044 ("AAMCO"), and _____("Franchisee").

As a result of extensive experience in the transmission and general automotive repair business, AAMCO has developed methods, procedures and techniques for the operation of AAMCO centers devoted to such repair business and AAMCO has built up substantial business and valuable goodwill by the establishment of such centers throughout the United States and Canada; and

AAMCO has developed a system for conducting operations in the transmission and general automotive repair business which consists, in part, of the use of the "AAMCO" trade name and trademarks, AAMCO's methods, procedures and techniques, and a network of centers devoted to the transmission and general automotive repair business each of which uses AAMCO's name, marks, methods, procedures, and techniques (the "System"); and

AAMCO has created a substantial demand for its products and services by maintaining high standards of quality in its operation and in the operation of its franchised centers and by extensive advertising; and

AAMCO makes its experience and know-how available to all its franchisees in order to assist them in opening and operating a successful AAMCO center. AAMCO makes this and other means at its disposal available to aid in the management and merchandizing of Franchisee's center.

In recognition of the value of participating in the System, Franchisee desires to acquire a franchise to operate a center;

The parties, intending to be legally bound, enter into this Agreement in recognition of these considerations and of the mutual promises and agreements contained herein.

1. Grant of Franchise.

1.1 In consideration of the payment of the initial license fee identified in this Agreement, Franchisee shall have the right, subject to compliance with the terms and conditions of this Agreement, to operate a center, at the address identified in this Agreement, under the "AAMCO" name and under any other trade names, trademarks, service marks, and logos ("AAMCO names and marks") presently used, or which may hereafter be used in the System; hereafter such center will be known as the "Center" in this Agreement.

1.2 Franchisee's Center must be located as follows:

Metropolitan/Micropolitan Statistical Area (collectively "Statistical Area"):

Street Address:

City and State/Commonwealth:

If the specific address for the operation of the Center is unknown at the time of signing this Agreement, Franchisee agrees to sign an amendment to this Agreement specifying such address prior to opening the Center for business. In addition, Franchisee agrees to operate the Center in no other Statistical Area or at no other address other than what is stated herein. Franchisee also agrees not to, under any circumstance, move or relocate the Center without the express prior written approval of AAMCO, which approval shall only be in the form of a fully executed amendment to this Agreement that changes the Center's address. AAMCO agrees not to unreasonably withhold such approval, but may refuse to issue such approval for so long as Franchisee remains in default of any provision of this Agreement.

(a) AAMCO expressly reserves the right to grant additional franchises or establish other AAMCO centers in the same Statistical Area. The number of AAMCO centers will be based upon then current motor vehicle registrations and the marketing program of AAMCO, and shall be limited to a maximum of one AAMCO center for each 100,000 motor vehicle registrations. Notwithstanding this motor vehicle registration limit, Franchisee agrees that he does not have and is not being granted a protected trading area, specifically without limitation, in regard to the placement of other AAMCO centers.

(b) AAMCO or its affiliates may acquire or develop businesses or franchise systems that are in competition with the Center, including locations near the Center. Franchisee agrees that AAMCO is under no obligation to compensate Franchisee for services performed by such businesses or franchise systems that are in proximity to the Center.

2. Initial License Fee and Deposit.

(a) Franchisee agrees to pay the sum of $39,500 as an initial license fee. AAMCO acknowledges payment by Franchisee of a deposit of $20,000 to be applied to the initial license fee. If Franchisee is signing this Agreement pursuant to the purchase of an existing AAMCO center directly from an AAMCO franchisee, the initial license fee is not applicable. The $20,000 deposit does not permit Franchisee to use the AAMCO names and marks or to operate the Center without compliance with other provisions of this Agreement. An additional $19,500 is due at the start of AAMCO's operator training school.

(b) Franchisee acknowledges that AAMCO shall incur expenses upon execution of this Agreement. In the event of any termination, cancellation or rescission of this Agreement for any reason whatsoever, AAMCO will suffer damages not able to be determined; therefore, AAMCO, in addition to any other rights or remedies it may have, shall be entitled to retain any payments towards the initial license fee as liquidated damages.

3. Term.

This Agreement begins on the date set forth above and continues for a term of fifteen (15) years. Unless either party gives written notice of its intention not to renew at least one (1) year prior to the expiration of the fifteen-year term, this Agreement will automatically

renew at the end of the current term for an additional fifteen year term. If this Agreement renews AAMCO may, in its sole discretion, elect to issue Franchisee a new franchise agreement for the renewal term. If AAMCO elects to issue Franchisee a new franchise agreement, Franchisee must execute such franchise agreement and be bound by the terms therein. If AAMCO elects not to issue Franchisee a new franchise agreement, then this Agreement will continue in full force and effect through the entire renewal term. Nothing in this Section 3 eliminates or restricts AAMCO's expressed right to increase the Franchise Fee upon renewal in accordance with its then current policy, regardless of the franchise agreement in effect. Any non-renewal by AAMCO must be based on good cause. Notwithstanding anything in this Section 3 to the contrary, any non-renewal of this Agreement by Franchisee triggers Franchisee's requirement to comply with the provisions of this Agreement regarding termination and non-competition, which includes without limitation Sections 19 and 20 herein.

4. Location and Lease.

(a) If upon the execution of this Agreement a location for the operation of the Center has not been approved by AAMCO and secured, Franchisee agrees to proceed with due diligence to secure a location for the Center within the state/commonwealth and Metropolitan/Micropolitan Statistical Area stated in Section 1.2 of this Agreement and in accordance with the guidelines set forth in AAMCO's Center Opening Procedures Manual. In the event Section 1.2 of this Agreement identifies only a state/commonwealth, then Franchisee must only operate the Center in a Metropolitan/Micropolitan Statistical Areas within such state/commonwealth that AAMCO designates in writing as available and/or permissible to operate the Center in. In the event Franchisee fails to open his Center for business within one year from the date of execution of this Agreement, AAMCO may, absent any extension of time agreed to in writing by AAMCO, immediately and without prior notice, cancel and terminate this Agreement.

(b) Franchisee agrees not to execute any documents of purchase or lease for any such location without the prior written approval of AAMCO as to location and terms of sale or lease, whichever is applicable. Franchisee further agrees that AAMCO's approval of such location may be conditioned upon Franchisee making all necessary interior and/or exterior renovations to the Center location in order to comply with AAMCO's current appearance standards.

(c) If Franchisee purchases the Center location at any time during the term of this Agreement, or is the owner of the Center location prior to the execution of this Agreement, Franchisee hereby grants to AAMCO the option to lease the location on substantially the same terms and conditions contained in any lease under which Franchisee occupied the location as lessee, or if no such lease existed, then on terms and conditions that are commercially reasonable. This option granted may be exercised by AAMCO for a period of thirty (30) days following the termination, rejection, or rescission of this Agreement for any reason whatsoever. If requested, Franchisee agrees to sign a lease or similar document providing AAMCO or its designee the rights of occupancy granted herein.

(d) If Franchisee purchases the Center location at any time during the term of this Agreement, or is the owner of the Center location prior to the execution of this Agreement, Franchisee hereby grants to AAMCO, upon expiration or non-renewal, a right of first refusal to purchase or lease the Center location on terms and conditions that are commercially reasonable or on substantially the same financial terms and conditions of any binding third-party offer. This right of first refusal may be exercised by AAMCO for a period of thirty (30) days

following such expiration or non-renewal; provided, however, this right of first refusal shall not apply if Franchisee himself is using the location so long as such use is in compliance with Section 20(b) of this Agreement.

(e) If Franchisee is leasing the location, then, after AAMCO's written approval of the proposed location and lease, Franchisee shall execute the lease and agrees to deliver a copy of the fully executed lease to AAMCO. Franchisee agrees that the lease shall contain i) a provision that the authorized use of the premises shall be as an AAMCO Transmissions center only, which includes transmission and general automotive repairs and ii) a conditional assignment clause which shall provide that, upon the termination or expiration of this Agreement for any reason whatsoever, AAMCO or its designee shall have the option for thirty (30) days to assume the obligations of and to replace Franchisee as the lessee under the lease and at any time thereafter reassign the lease to a new franchisee. Franchisee agrees not to terminate, renew or in any way alter or amend the lease during the Term or any renewal term of this franchise without AAMCO's prior written consent, and any attempted termination, renewal, alteration or amendment shall be null and void and have no effect as to AAMCO or AAMCO's interests.

(f) Except as otherwise provided in this Agreement, Franchisee agrees not to assign its lease or sublet the Center, or any portion of the premises containing the Center.

(g) If Franchisee chooses to design and construct his Center, Franchisee agrees to engage AAMCO's designated design and construction professional or, alternatively, to procure design and construction services from another source approved by AAMCO in writing.

(h) Franchisee agrees not to make any material change to the Center premises or adjacent areas without the prior written consent of AAMCO.

5. Training, Security Deposit and Commencement of Business.

5.1 Training, Security Deposit and Commencement of Business.

(a) Prior to opening the Center for business, Franchisee must attend and successfully complete to AAMCO's satisfaction, AAMCO's operator's training school, which includes instruction, training, and education in the operation of the Center. All expenses of travel, lodging, meals, and any other expenses relating to attendance at such school shall be borne and paid by Franchisee. If Franchisee fails to complete training to AAMCO's satisfaction, AAMCO, in its sole discretion, may terminate this Agreement immediately, and this Agreement shall be of no further force and effect, and neither AAMCO nor Franchisee shall have any further liability or obligation to the other; provided, however, that the provisions of section 20 shall not be affected by any such termination. If at any time during the term of this Agreement, AAMCO determines, in its sole discretion, that Franchisee's involvement in the day-to-day operations of the Center falls below the commitment required by this Agreement, then AAMCO may require additional parties to attend and satisfactorily complete AAMCO's operator's training school to ensure that an AAMCO trained individual is running the day-to-day operations of the Center.

(b) Provided Franchisee i) is not the licensed operator of a currently operational AAMCO center or ii) is not signing this Agreement pursuant to the purchase of an existing AAMCO center directly from an AAMCO franchisee, Franchisee agrees to pay to AAMCO a training fee of $10,000 for the Grand Opening Operations Development (GOOD)

Program. The GOOD Program training fee is due at the start of AAMCO's operator's training school. The GOOD Program shall consist of AAMCO providing a five (5) week on-site training program for Franchisee and Franchisee's staff within the initial thirteen (13) weeks of the Center becoming operational. The Training will be held at Franchisee's Center and be substantially conducted during the Center's hours of operation.

(c) Franchisee agrees to attend such additional training or meetings at such locations as AAMCO may, from time to time, direct. All expenses incurred in connection with such attendance at training sessions or meetings shall be borne solely by Franchisee.

5.2 (a) Franchisee agrees to maintain at all times during the term of this Agreement a staff of trained employees sufficient to operate the Center in accordance with this Agreement. Franchisee agrees that all personnel whom Franchisee employs shall conform to the experience or skill standards which AAMCO may prescribe. Franchisee agrees to direct any of its employees to attend such meetings and training sessions as AAMCO may require, including directing the Center's technicians to obtain technical certification, as AAMCO may require, pursuant to AAMCO's technical certification program or a comparable technical certification program approved by AAMCO. All expenses of travel, lodging, meals and any other expenses shall be borne and paid by Franchisee or the Center's employees. Franchisee agrees not to employ any person who may be required by AAMCO to complete a training program or otherwise meet training requirements, but who fails to do so for any reason whatsoever. Franchisee further agrees not to knowingly employ any former AAMCO franchisee who has, for any reason, been terminated by AAMCO without AAMCO's prior written consent.

(b) Franchisee acknowledges and agrees that the training of the Center's technical employees is essential to the successful operation of the Center. Therefore, Franchisee agrees to purchase, participate in, and utilize all existing technical software, equipment, materials, services, and programs i) that are in use as of the date of this Agreement and ii) that AAMCO may from time to time develop in the future. Franchisee must also purchase, participate in, and utilize all technical software, equipment, materials, services, and programs developed in addition to, to enhance, or to replace existing technical software, equipment, materials, services, or programs that AAMCO may, in its sole discretion, develop from time to time. AAMCO's technical programs and products as of the date of this Agreement include without limitation, the AAMCO Tech Video/DVD Library Program, DirecTech PRO®, and ALLDATA. AAMCO may, without notice, deliver all technical software, equipment, materials, services, and programs, or upgrades thereto, to Franchisee and charge the expense of these items to Franchisee's AAMCO account. Franchisee must abide by the terms and conditions, if any, that are published by AAMCO for all technical software, equipment, materials, services, and programs. AAMCO may, at AAMCO's sole discretion, enrolled Franchisee in, or subscribe Franchisee to, AAMCO's then current third-party provider of automotive service/repair data, and Franchisee must sign any documents and pay all fees required by such thirty-party provider.

(c) Franchisee agrees that, regarding the hiring of employees for the Center, it will not initiate directly or indirectly any contact with any other person known to Franchisee to be employed by another AAMCO franchisee for the purpose of inducing such employee to work in Franchisee's Center; provided, however, nothing shall prevent Franchisee from advertising generally for employees to fill vacant positions. Franchisee agrees to hire only those employees who, upon appropriate screening, demonstrate themselves to be honest and dependable.

5.3 (a) Franchisee agrees to, on the first day of operator's training school, pay a deposit to AAMCO in the amount of $5,000 as security for compliance with all the provisions of this Agreement. This deposit shall be retained by AAMCO and AAMCO shall have the right to reimburse itself or others, including customers of Franchisee's Center, from this security deposit for any costs or expenses that may be sustained by AAMCO or others, as a result of failure by Franchisee to comply with any provision of this Agreement. AAMCO has sole and absolute discretion in determining the amount of reimbursement from this security deposit, and agrees to act reasonably in making such determinations.

(b) Franchisee acknowledges that the creation and use of this security deposit is a condition of the franchise, is intended to maintain a high level of customer satisfaction, and to minimize or resolve customer complaints. It is agreed that AAMCO may use the funds to cure any default by Franchisee under this Agreement and to defray expenses, damages or attorneys' fees of AAMCO or others, reasonably necessary to cure any such default, including refunds to customers of Franchisee as AAMCO may determine. AAMCO may send written notice to Franchisee of defaults calling for action under these provisions; however, Franchisee hereby authorizes AAMCO to apply the security deposit or any portion of it for the purposes specified in this provision without prior, actual notice to Franchisee that the money has been applied.

(c) Franchisee agrees that should the amount of the security deposit with AAMCO become less than $5,000 because of any reason whatsoever, then Franchisee, upon notice from AAMCO, shall immediately pay whatever amount is needed so that the amount of the security deposit equals $5,000.

(d) The security deposit shall be reimbursed to Franchisee upon request after ninety (90) days from the date of termination of this Agreement if the Center is sold by Franchisee in accordance with section 18.2 of this Agreement and the new franchisee assumes Franchisee's warranty obligations and pays a new security deposit with AAMCO. In all other situations when this Agreement terminates, expires or is rescinded, AAMCO may use the security deposit to cover the costs of warranty work arising from warranties issued by the Center prior to the termination, expiration or rescission of this Agreement; and AAMCO may retain the deposit for a period of three (3) years from the date of termination, at which time any remaining balance will be returned to Franchisee upon request provided Franchisee has complied in full with sections 19 and 20 of this Agreement. All warranty repairs charged under this subsection shall be performed at and in accordance with AAMCO's then current Intershop Warranty rate and policies and procedures.

6.1 Services Rendered by AAMCO. AAMCO agrees to:

(a) assist Franchisee in finding a location for the operation of the Center;

(b) assist Franchisee with the layout of the Center and the Center equipment;

(c) assist Franchisee in finding and evaluating personnel;

(d) furnish to Franchisee the Operator's Manual described in Section 7, parts catalogues, and instructional and training materials for the purpose of providing guidance in the methods, procedures, and techniques of operating a Center;

(e) furnish, from time to time, such business information, literature and materials as AAMCO determines may be helpful in improving the operations of the Center;

(f) advise and consult with Franchisee during usual business hours on matters relating to the operation of the Center;

(g) advise Franchisee of any new developments or improvements in the System;

(h) assist Franchisee by providing up-to-date technical support to Franchisee and Franchisee's authorized employees.

(i) provide initial training and GOOD Program training as specified herein and other additional training programs, sessions, and meetings as AAMCO may determine;

(j) assist in the design of advertising promoting the business of AAMCO franchisees and the services they sell; and make available to Franchisee its experience, know-how, guidance, and counseling with respect to national, regional, and/or local advertising, and combinations thereof, including the selection of particular media and advertising content, as well as the choice of agencies for the purchase and use of these advertising techniques; and

(k) continue to protect the goodwill and reputation associated with the AAMCO name and marks and other distinguishing aspects of the System.

6.2 AAMCO agrees that, before AAMCO grants any additional franchise in the Statistical Area in which Franchisee's Center is located, it will conduct a marketing study and will receive and consider input and comments from Franchisee.

7. Operator's Manual

7.1 Operator's Manual.

(a) AAMCO shall lend to Franchisee a manual produced and published by AAMCO (the "Operator's Manual") which includes, in part, the business procedures, technical advice, policies and procedures, and rules and regulations for the operation of the Center.

(b) Franchisee agrees that he will comply with all of the policies and procedures which AAMCO establishes from time to time including those set forth in AAMCO's training manuals as modified and/or updated from time-to-time as determined by AAMCO in its sole discretion.

7.2 Franchisee acknowledges and agrees that:

(a) the Operator's Manual is the property of AAMCO and shall remain its property during the term of this Agreement and any renewals;

(b) the Operator's Manual contains confidential information which Franchisee will protect as a trade secret, and that its loss will cause substantial damage to AAMCO and the System although the amount of such loss would be incalculable with any degree of accuracy. Consequently, in the event of loss of this Operator's Manual, Franchisee

agrees to pay to AAMCO such sum as may be agreed upon for its replacement, as liquidated damages and not as a penalty;

(c) Franchisee will not reprint or reproduce any portion of the Operator's Manual for any reason whatsoever; and

(d) upon expiration or termination of this Agreement for any reason, the Operator's Manual will be immediately returned to AAMCO.

8. Certain Obligations of Franchisee. In order to maintain the high quality and uniform standards associated with the System and to protect its good will and reputation, Franchisee agrees to:

(a) deal fairly and honestly with AAMCO and with each customer, and that Franchisee will render prompt, workmanlike, courteous, and willing service in the Center;

(b) operate the Center in such a manner so as to avoid customer complaints, since any customer complaints cause harm to the growth of AAMCO's national identity, reputation in the marketplace and association of its name with quality repairs. Franchisee agrees that any customer complaints generated by the Center, including but not limited to those in which customers allege abuse, fraud, or deceptive or unfair trade practices, cause such harm individually and in the aggregate. Franchisee agrees to handle all customer complaints and adjustments in a uniform manner consistent with the protocols and requirements specified by the Operator's Manual whether they arise from the Center or from any other AAMCO center;

(c) honor, comply with the terms of, and pay for all advertising placed by or at the direction of AAMCO or Franchisee, which includes paying all Yellow Page (or similar telephone directory) advertising fees for any advertisement already published that contains a telephone number that is directed to ring into the Center ("Pre-published Ad") provided that Franchisee shall only be responsible to pay a prorated portion of the costs of such Pre-published Ad based on the time Franchisee operates the Center while the telephone number in such Pre-published Ad is directed to the Center;

(d) operate the Center as Franchisee's primary occupation by maintaining a regular and reasonably consistent schedule of managing the day-to-day operations and development of the business of the Center;

(e) operate the Center exclusively as an AAMCO transmission business that offers transmission and general automotive repair, as well as additional products and services as AAMCO may from time to time prescribe, and not engage in any other business at the Center, except as otherwise approved in writing by AAMCO;

(f) keep the Center open for business the minimum number of days per week and hours per day as may be prescribed by AAMCO in the Operator's Manual from time to time;

(g) design, keep, and maintain the Center and its interior and exterior appearance in an attractive, clean, safe, and orderly manner consistent with the operation of a first class automotive business and any directives of AAMCO deemed by it to be necessary to protect the standards of quality and uniformity of all AAMCO centers and the System, including (1) interior and exterior painting and décor, (2) shop and sales office layout and character of

interior furnishings, and (3) use and display of such signs, emblems, logos, lettering, and pictorial materials as required or approved by AAMCO;

(h) operate the Center in accordance with the methods, policies and procedures, and techniques included in the Operator's Manual and other training manuals and materials, as modified and/or updated from time to time as determined by AAMCO in its sole discretion, or otherwise approved by AAMCO;

(i) refrain from any business practice or conduct that will detract from or bring into disrepute the AAMCO name and marks;

(j) comply at all times with all federal, state, provincial, county, city, municipal, and other local laws, regulations, and ordinances applicable to Franchisee's business;

(k) maintain at all times (except when fire or other casualty so prevents) sufficient supplies and personnel to operate the Center at maximum capacity and efficiency, including a full time Customer Service Manager (other than Franchisee) who is primarily responsible for customer contact within the Center, and who has successfully completed AAMCO's CSM training program, or other such personnel as AAMCO may prescribe from time to time;

(l) operate the Center under the name AAMCO and under no other name unless directed in writing by AAMCO, and use and display the AAMCO name and marks prominently in such manner as may from time to time be directed in writing by AAMCO and not use or prominently display any other trade name, trademark, service mark or other designation during the term of this Agreement, and refrain from publishing or otherwise advertising the Center address or phone number(s) that ring(s) into the Center under any other name or mark;

(m) permit AAMCO, during business hours, to inspect the premises of the Center, confer with Franchisee and Franchisee's employees and customers, check equipment and inventories, methods, books and records, and perform any other inspection deemed by AAMCO to be necessary to determine the nature, quality, and uniformity of services rendered at the Center in order to protect the System and to determine Franchisee's performance under this Agreement. Franchisee specifically agrees that neither Franchisee's physical presence in the Center nor specific consent to any such inspection shall be necessary, and that failure by Franchisee to fully cooperate with any such inspection makes this Agreement terminable at AAMCO's sole discretion;

(n) submit to AAMCO uniform business and financial reports and financial statements per Section 10 herein and in accordance with any procedures set forth in writing by AAMCO, and, at AAMCO's request, deliver a copy of Franchisee's federal income tax return relating to the operations of the Center;

(o) maintain a system of bookkeeping and recordkeeping as requested by AAMCO, keep the Center's books and records at the Center at all times and make them available during business hours to authorized representatives of AAMCO for the purpose of verifying the accuracy of Franchisee's business and financial reports. Franchisee agrees that failure by Franchisee to fully cooperate with AAMCO's request for bookkeeping/recordkeeping documentation makes this Agreement terminable at AAMCO's sole discretion. If such verification reveals that the Gross Receipts reported by Franchisee to AAMCO are more than two percent (2%) less than Franchisee's actual Gross Receipts, Franchisee agrees to reimburse

AAMCO for all expenses connected with such verification, including, but not limited to, reasonable administrative, accounting and legal fees, and without limitation to any other rights and remedies AAMCO in its sole discretion, may elect to pursue. Franchisee shall pay to AAMCO immediately any deficient and delinquent Franchise Fees, together with interest at the rate of eighteen percent (18%) per annum calculated from the date when the Franchise Fees should have been paid to the date of actual payment. Franchisee further acknowledges and agrees that the actual damages sustained by AAMCO in the event of underreporting of Gross Receipts are difficult to ascertain and that in addition to the fees, interest, and expenses stated above, Franchisee shall also pay AAMCO liquidated damages in an amount equal to three times the Franchise Fees due plus interest as calculated above. These liquidated damages shall be in addition to any other remedies AAMCO may have;

(p) use only such forms or methods of recording data as AAMCO specifically prescribes or authorizes including, without limitation, AAMCO software or related computer or electronic programs, AAMCO diagnostic forms, AAMCO warranty cards, AAMCO reporting forms and consecutively numbered AAMCO repair orders for which AAMCO may make a reasonable charge; and maintain copies of such repair orders in sequential order so that an accurate accounting may be made of each repair order;

(q) offer to customers of the Center all services, products, and/or warranties which AAMCO may prescribe, which includes without limitation Total Car Care services. Franchisee acknowledges that AAMCO retains the exclusive right to make modifications from time to time to such services, products, and/or warranties;

(r) pay the Franchise Fee (as defined in Section 10 herein) and all other fees and/or charges arising under this Agreement and related agreements by electronic funds transfer as described in Section 10(e) below, sign all documents necessary to effect such electronic funds transfer, and at all times keep AAMCO updated with any change in bank information necessary to effectuate such electronic funds transfer and/or provide updated bank information as requested by AAMCO from time to time;

(s) periodically upgrade and/or remodel the Center as AAMCO may, from time to time, require to promote the standards of quality and uniformity of AAMCO centers and the System, including without limitation replacing and/or upgrading exterior and interior signs and décor, provided that no such upgrading or remodeling during the Term will require any increase in the square footage of the Center premises, and further provided that Franchisee shall not be required to spend more than $15,000 on such upgrading or remodeling with any five (5) year period during the Term nor shall the aggregate cost of all upgrades or remodeling required by AAMCO during the entire Term of this Agreement exceed $25,000; and

(t) participate in and comply with all programs and initiatives as required by AAMCO.

9. Equipment, Inventory, Supplies and Signs.

9.1 Standards and Specifications. AAMCO may fix and determine all standards, specifications, and requirements for all equipment, supplies, parts, and assembly sets used by Franchisee in the Center. Franchisee may purchase equipment, supplies, parts, and assembly sets that are not required to be purchased from AAMCO per Section 9.2 below, from any approved source, so long as they conform to AAMCO's then established standards, specifications, and requirements. AAMCO agrees to furnish current standards, specifications,

and requirements to Franchisee or a vendor, upon reasonable request and without charge, in order to facilitate having the vendor approved as a source of such item(s). Franchisee must, at any time during the term of this Agreement, purchase equipment and/or supplies needed to comply with any change or update to the standards, specifications, or requirements that AAMCO, in its sole discretion, may make from time to time.

9.2 Original Equipment, Supplies and Inventory. Prior to the opening of the Center, Franchisee must purchase the equipment, supplies, and inventory ("Items") designated in Appendix 9.2 of this Agreement as "Required – must purchase from AAMCO" and "Required – may purchase from AAMCO." Franchisee may purchase Items designated as "Optional" in Appendix 9.2 at Franchisee's discretion. Except as prohibited by state law, Franchisee must purchase all Items in Appendix 9.2 designated as "Required – must purchase from AAMCO" exclusively from AAMCO. Franchisee must purchase all Items in Appendix 9.2 designated as "Required – may purchase from AAMCO" through either AAMCO or an approved vendor; provided, that if any Item is purchased through any source other than AAMCO, Franchisee must submit to AAMCO, upon request, specifications from the suppliers for any of these Items to verify that the Items comply with AAMCO's standards, specifications, and requirements. All Items purchased from or through AAMCO will be supplied to Franchisee at the price then in effect; provided, that if prior to delivery of such Items, the price to AAMCO increases, then AAMCO may proportionately increase the price to Franchisee. If any Item is not available at the time of request, then AAMCO may substitute merchandise of a similar quality, and adjust the price, after notice to Franchisee. Franchisee acknowledges and agrees that Appendix 9.2 in no way diminishes or limits Franchisee's responsibility to purchase additional Items as AAMCO may require, in its sole discretion, from time to time during the term of this Agreement.

9.3 Operating Inventory. Franchisee acknowledges that consumer acceptance, quality, and standardization of parts and assembly sets used by AAMCO Centers is integral to the System. Franchisee further acknowledges and agrees that the exclusive use of parts and assembly sets that comply with AAMCO's standards, specifications, and requirements is an essential condition of the performance of this Agreement. Accordingly, Franchisee must, at AAMCO's request, submit a certification or other forms of verification that Franchisee uses parts and assembly sets that comply with AAMCO's standards, specifications, and requirements.

9.4 Product Warranties. There are no warranties, express or implied, made by AAMCO under this Agreement for the products purchased by Franchisee, including without limitation the implied warranty of merchantability, and Franchisee hereby waives any such warranty found to exist.

9.5 Signs. Franchisee agrees to erect, outside and inside the Center, signs of such size and construction as approved by AAMCO. No other signs may be erected or used. Franchisee acknowledges and agrees that AAMCO shall have exclusive control of the use and display of all sign faces bearing the AAMCO name or marks.

10. Franchise Fees and Business Reports.

(a) During the term of this Agreement, Franchisee agrees to pay to AAMCO a franchise fee equal to seven and one-half percent (7½%) of the Gross Receipts of all business transacted by Franchisee (the "Franchise Fee" or "Franchise Fees"). As used herein, "Gross Receipts" means all forms of consideration received by the Center for all work, sale of parts, supplies, accessories, or services sold, completed, and delivered to customers of the

Center, exclusive of sales tax. Franchisee agrees to pay to AAMCO each Tuesday by 12:00 noon EST the Franchise Fees due on Gross Receipts earned during the preceding seven (7) day period of Monday through Sunday. The Franchise Fee must be remitted simultaneously with Franchisee's weekly business reported as required by this Section 10. If a Tuesday falls on a federal holiday, as defined by the United States Office of Personnel Management (or any successor or replacement agency or entity), then Franchise Fees and the accompanying weekly business reports must be submitted by 12:00 noon EST the next business day that is not a federal holiday.

(b) Franchisee must at all times utilize, and pay for, AAMCO's then current point-of-service program and equipment in the format prescribed by AAMCO (i.e. software, website-based, etc.), which such program AAMCO may change and/or update at its sole discretion from time to time ("AAMCO POS"). Franchisee further agrees to abide by the terms and conditions published by AAMCO for the AAMCO POS in use at any given time. Franchisee must not utilize any point-of-service program other than that prescribed by AAMCO. Franchisee must take any action reasonably necessary to facilitate the proper usage of the then current AAMCO POS, including without limitation: i) upgrading, purchasing, and/or installing equipment or accessories (i.e. computers, wires, routers, or other related devices), ii) purchasing or subscribing to any Internet access, communications plan, or similar data-transfer system/service, or iii) collecting, inputting, or transmitting any information requested by AAMCO to be collected, inputted, or transmitted. Franchisee must utilize the AAMCO POS to record and submit (either by uploading or having the data downloaded) all Gross Receipts transactions, including without limitation data from repair orders and other information as AAMCO may from time to time require ("Business Reports"). AAMCO may access the Center's AAMCO POS i) remotely without notice to Franchisee or ii) via the then current computer, terminal, or system used for such purpose located at the Center during normal business hours, provided such access does not unreasonably interfere with the Center's operations. At AAMCO's request, Franchisee must submit such Business Reports via paper, mail, delivery service, email, facsimile, or other means should circumstances necessitate an alternate form of reporting.

(c) AAMCO may, in its sole discretion, i) alter the format of, and/or information required on or in, the AAMCO POS, any reports, forms, or repair orders that Franchisee is obligated to utilize under this Agreement or ii) require Franchisee to utilize any new AAMCO POS, reports, forms, or repair orders at the Center.

(d) Franchisee must retain accurate records of all Business Reports of the Center, as well as any other forms required to be utilized under this Agreement, for the most recent seven (7) year period and to submit such Business Reports or forms as directed by AAMCO.

(e) Franchisee agrees that the Franchise Fee and all other fees, charges and/or amounts owed by Franchisee under this Agreement, specifically including, but not limited to, any sums due for any advertising, whether national, regional, local and/or national creative, pursuant to Section 11 below, shall be remitted to AAMCO via electronic funds transfer ("EFT") from the designated account(s) of Franchisee's financial institution. Prior to opening the Center, and from time to time thereafter as events may require, Franchisee agrees to provide AAMCO written authorization, and such other information as AAMCO may require, in such form as shall be approved by AAMCO, which shall authorize and/or enable Franchisee's financial institution to accept debit originations, electronic debit entries, or other EFT from AAMCO and electronically deposit Franchise Fees and other sums owed under this Agreement directly to AAMCO's bank account(s).

(f) Franchisee authorizes AAMCO to withdraw funds by EFT upon or after the funds become due to AAMCO under this Agreement, at such days and times as AAMCO shall determine. Franchisee agrees that it shall be an event of default under Section 19.1 of this Agreement if Franchisee closes or makes Franchisee's designated account(s) inaccessible by AAMCO without completing the following before or promptly after the account is made inaccessible:

(1) notifying AAMCO in writing of such event;

(2) establishing another designated account(s) for EFT withdrawals; and

(3) providing the written authorization and information required in subsection (c) above for such new/replacement account.

(g) Franchisee agrees that if AAMCO has not received from Franchisee, by 12 noon Eastern time on each Tuesday, a report of the Center's Gross Receipts from the preceding week by written statements or Business Reports in the form prescribed by AAMCO under this Section 10 of this Agreement or by electronic polling, then AAMCO shall be entitled to withdraw by EFT from Franchisee's designated account(s) the appropriate Franchise Fee based on an arithmetic average of Franchisee's weekly gross sales reported to AAMCO over a number of previous weeks as determined by AAMCO or based on some other means of estimating Franchisee's gross sales as determined by AAMCO. If a Business Report in the form of a statement required under this Section 10 is subsequently received and reflects (1) that the actual amount of the Franchise Fee due was more than the amount of the EFT by AAMCO, then AAMCO shall be entitled to additional funds by EFT from Franchisee's designated account(s) for the difference or (2) that the actual amount of the Franchise Fee due was less than the amount of the EFT by AAMCO, then AAMCO shall credit the excess amount to the payment of Franchisee's future Franchise Fee or other fees due under this Agreement.

(h) Franchisee agrees that, upon written notice from AAMCO, he may be required to pay any amount(s) due under this Agreement directly to AAMCO by check or other non-electronic means, instead of by EFT, solely at AAMCO's discretion.

11. Advertising.

11.1 National Creative Advertising Fee. Franchisee agrees to pay a "National Creative Advertising Fee" in accordance with the formulas which will be provided by the National Creative Committee and administered by AAMCO. Payment of this National Creative Advertising Fee shall be made to AAMCO in accordance with its instructions, including compliance with Section 10(c) providing for payment by EFT.

11.2 Local Advertising.

(a) Franchisee acknowledges and agrees that all advertising must be approved by AAMCO in advance of its use and Franchisee agrees not to use any advertising unless and until such has been approved in writing by AAMCO. Franchisee specifically agrees to participate in the national Yellow Pages program of AAMCO, to place and pay for Yellow Pages advertising through this program, and agrees not to place Yellow Pages advertising in any other manner. Franchise may only advertise RCF Numbers, per Section 15 herein, in Yellow Pages or any other advertisement. Franchisee further agrees to use, display or

distribute in or about the Center any advertising, promotional or informational materials that AAMCO may provide from time to time and to follow AAMCO's instructions regarding such materials.

(b) Franchisee acknowledges that, in addition to Yellow Pages advertising, it is mandatory to employ advertising at the local level and to participate in and pay for advertising programs and promotional activities at the local level. Franchisee agrees to share local advertising expenses with other franchisees in the Designated Market Area (DMA) as defined by A.C. Nielsen Company which may change from time-to-time; and, provided that the Center is located within such DMA, Franchisee acknowledges that AAMCO cannot provide Franchisee a discount on the weekly fees due to such local ad pool based on geographic location or any other measurement. Franchisee agrees to execute all local ad pool documents as may be required and approved by AAMCO.

(c) If Franchisee's AAMCO Center is not part of a DMA, is the only AAMCO Center in a DMA, or in the event a majority of the Centers in the DMA vote not to implement a local advertising buy and budget, or not to have a locally administered advertising pool, then, unless Franchisee documents expenditures for local advertising pursuant to this Section, Franchisee shall pay to AAMCO a weekly continuing advertising fee (the "continuing advertising fee") of either (i) for those Centers located in one of the top 20 DMAs based on population as determined by A. C. Nielsen Company, the greater of five percent (5%) of the Gross Receipts of the Center or $500 or (ii) for Centers located in all other DMAs, the greater of four percent (4%) of the Gross Receipts or $400, which shall be payable weekly, at the same time and in the same manner as set forth in Section 10 of this Agreement; provided, however, if National or Regional Advertising is implemented pursuant to Section 11.3, AAMCO may proportionally reduce this continuing advertising fee. If the local ad pool assessment is less than the continuing advertising fee, then Franchisee shall remit to AAMCO on a weekly basis the difference between the local ad pool assessment and the continuing advertising fee. If Franchisee documents, at AAMCO's request and in a form directed by AAMCO, expenditures with an approved advertising agency or directly with an advertising vendor or vendors in amounts prescribed by subparagraphs (c)(i) or (c)(ii) above, then payment of the continuing advertising fee shall be waived.

(1) The continuing advertising fee shall not be used for general operating expenses of AAMCO, but shall be used and expended for media costs, commissions, fees, production and development costs not covered by the National Creative Advertising Fee, and other costs of all advertising which is published, broadcast, displayed, or otherwise disseminated, including by any electronic means such as the Internet or telephone, either during the calendar year in which such continuing advertising fee is received by AAMCO or during the immediately succeeding calendar year. AAMCO may, in its sole discretion, suspend the placement of advertising for Franchisee using such continuing advertising fees if any payments due AAMCO under this Agreement or any other agreement in effect between the parties are not paid as and when due. Any such suspension may continue until Franchisee has paid in full all sums currently owed to AAMCO. Franchisee is not relieved of any obligation to pay such continuing advertising fees during the term of any suspension. During the term of any such suspension, Franchisee shall be prohibited from placing advertising pursuant to section 11.2(g).

(2) All decisions from time to time regarding the selection of the particular media, and the advertising content, for advertising paid with continuing advertising fees shall be within the sole discretion of AAMCO and such agencies or others as it may appoint. AAMCO or its designated agencies may retain commissions or prepaid discounts for

the placement of such advertising and, for any non-commissionable media, may charge a fee not to exceed ten percent (10%) for the administration and placement of such advertising.

(d) Franchisee acknowledges that AAMCO has the right to approve an advertising agency, which approval shall not be unreasonably withheld, and Franchisee agrees to place advertising only with an agency approved by AAMCO; Franchisee agrees to pay promptly fees which become due to any such agency.

(e) Franchisee agrees that, if Franchisee fails to pay promptly an amount due his advertising agency or his local advertising group or pool, then either AAMCO, or other AAMCO franchisees in the local advertising group or pool of which Franchisee is a member, or the local advertising group or pool itself shall be entitled to recover the amount due from Franchisee. Franchisee acknowledges that all local advertising benefits him and the other franchisees in the local advertising group or pool. Franchisee acknowledges that despite failure to contribute to Franchisee's local AAMCO advertising group or pool, local advertising expenditures by such group or pool confer substantial benefits on Franchisee, and further acknowledges Franchisee's responsibility for payment therefor. AAMCO specifically reserves the right to have or allow the local AAMCO advertising group or pool to seek enforcement of this obligation.

(f) Franchisee may engage in any advertising or promotion of the Center or business, in addition to the advertising or promotion set forth in this section 11, provided that such advertising or promotion shall be at the sole cost of Franchisee and without deduction or credit against any fees or other sums owed by Franchisee under this section 11.

(g) Franchisee agrees not to create, maintain or use a web site or other form of electronic media not paid for or approved in writing by AAMCO for the purpose of advertising or promoting the Center or business; not to create or adopt, use or register any domain name that uses in any manner, the AAMCO names and marks; and, not to establish any HTML or other link between any web site created, maintained or used by Franchisee and AAMCO's home page(s) or other part of its web site(s) without AAMCO's prior written approval.

11.3 National or Regional Advertising.

(a) Franchisee agrees to participate in advertising programs at the national and/or regional levels if and when established or directed by AAMCO by paying to AAMCO a National or Regional Advertising Fee. Franchisee agrees to pay this National or Regional Advertising Fee in accordance with reasonable formulas provided by AAMCO. Payment of such National or Regional Advertising Fee shall be made in accordance with AAMCO's instructions.

(b) Franchisee agrees that AAMCO may, from time to time, designate an AAMCO web site for the purpose of advertising the AAMCO names and marks and services associated with the System as well as individual Centers. Franchisee acknowledges and agrees that all parts of the designated web site, including any web page(s) dedicated to the Center, are the property of AAMCO and that AAMCO has sole and exclusive right and authority to change or terminate the web site in total or in part, as AAMCO deems appropriate.

12. Insurance

12.1 Insurance.

(a) Franchisee agrees to purchase and, at all times during the term of this Agreement, maintain in full force and effect policies of insurance as follows: (i) Worker's Compensation insurance, in amounts prescribed by law; (ii) insurance against all types of public liability including employer's liability insurance, liability insurance under a comprehensive general liability policy, with bodily injury and property damage liability insurance, garage liability, garage keeper's legal liability and direct primary coverage, products liability or completed operations liability insurance, automobile liability insurance, including owned and non-owned hired motor vehicles, and customer automobile liability insurance; and (iii) such additional insurance as may be required by the terms of any lease for the premises of the Center.

(b) Franchisee agrees that all policies of insurance required under this section shall be in form with companies reasonably satisfactory to AAMCO and in such amounts as AAMCO shall reasonably determine, which amounts, in no event, shall be less than $1,000,000 per occurrence, bodily injury and property damage combined. Franchisee acknowledges and agrees that AAMCO reserves the right to increase the amounts of insurance required by this section and further agrees to comply with such increased amounts after notice from AAMCO. AAMCO agrees to act reasonably in determining such increased amounts. Franchisee agrees that such policies shall protect, as named insureds, Franchisee, AAMCO and any other party designated by AAMCO and that such policies shall contain an endorsement which provides that only actual notice to insured, if an individual, or to any executive officer of insured, if a corporation, shall constitute knowledge of the insured. Franchisee agrees to furnish to AAMCO, any other named insured, and all other persons designated by AAMCO, certificates issued by each of Franchisee's insurers indicating that all required insurance is in full force and effect and will not be terminated or changed without at least thirty (30) days prior written notice from the insurer to each certificate holder. New certificates evidencing renewal of such insurance shall be furnished at least thirty (30) days prior to the date of expiration of each such policy. Within five (5) days of any request by AAMCO, Franchisee agrees to deliver the original of all such insurance policies to AAMCO for examination.

(c) If Franchisee fails to obtain or maintain any insurance policy containing all the coverages, clauses, and provisions required under this section, AAMCO may, at its election, obtain and maintain such insurance for and in the name of Franchisee. Within fifteen (15) days of any written request of AAMCO, Franchisee agrees to furnish all information necessary to obtain and maintain such insurance and to pay all costs thereof.

12.2 Indemnity Agreement. Franchisee agrees to protect, defend and to hold harmless and indemnify AAMCO from any and all claims, demands, losses, damages, costs, suits, judgments, penalties, expenses and liabilities of any kind or nature (collectively "Claims"), and to pay to AAMCO all costs, expenses and liabilities which may be associated with such Claims, which are based on or arise out of or relate in any way to the operation or the condition of Franchisee's Center or this Agreement. This agreement to indemnify AAMCO set forth in this section shall be given effect whether the Claim arises indirectly or directly out of the Center's operation, Franchisee's conduct of his business there, the ownership or possession of real or personal property there or from or by any act of negligence, omission or willful conduct by Franchisee or by any of his employees, servants or agents. The minimum amounts of insurance outlined in section 12.1 shall not be construed to limit liability under this section of the Agreement. Franchisee also agrees by this Agreement to pay on behalf of AAMCO any and all fees, costs, or other expenses which AAMCO reasonably incurs as a result of any investigation or defense of any such claim, including reasonable attorneys' fees.

12.3 Independent Contractor and Relationship of the Parties.

(a) Franchisee acknowledges and agrees that the relationship between AAMCO and Franchisee is strictly that of a franchisor and a franchisee and Franchisee is an independent contractor and not an agent, employee, partner or joint venturer of AAMCO for any purpose whatsoever. This Agreement does not create a joint venture, partnership, or agency and any act or omission of either party shall not bind nor obligate the other, except as expressly set forth in this Agreement. Franchisee agrees that he is not authorized in any way to make a contract, agreement or promise, or to create any implied obligation on behalf of AAMCO and agrees not to do so.

(b) Franchisee agrees that, in all public records and in relationships and dealings with third parties, as well as on stationery, letterheads and business forms, to indicate Franchisee's independent ownership of the Center and that Franchisee is a franchisee of AAMCO. Franchisee agrees to conspicuously display both inside and outside the Center a notification that the Center is independently owned and operated.

(c) Franchisee recognizes that AAMCO has entered into this Agreement in reliance upon and in recognition of the fact that Franchisee does and will have full responsibility and authority for the management and operation of the Center; and that Franchisee's success, and that of all Centers, depends on adherence to the highest standards of business practice and on the maintenance of prompt, efficient, courteous, workmanlike and satisfactory service to the public.

13. AAMCO Names, Marks and Trade Secrets; Protection of the System

13.1 AAMCO Names, Marks and Trade Secrets; Protection of the System.

(a) Franchisee hereby acknowledges the validity of the AAMCO names and marks and that AAMCO is the owner of all right, title and interest in such names and marks. Franchisee agrees that he will use the AAMCO names and marks only in full compliance with specifications prescribed from time to time by AAMCO and that all such usage and the goodwill established thereby shall inure to the exclusive benefit of AAMCO. Except as expressly granted in this Agreement, Franchisee acknowledges and agrees that nothing contained in this Agreement shall be construed as giving to Franchisee or to any other person or entity, any right or interest in the AAMCO names and marks, trade secrets, methods, procedures or techniques developed by AAMCO and used in the System. Further, except as provided for herein, nothing contained herein shall be construed as limiting AAMCO's right, title or interest in the AAMCO names and marks, trade secrets, methods, procedures and techniques which are a part of the System or AAMCO's sole and exclusive right to register, to use and to license others to use such names and marks, trade secrets, methods, procedures and techniques.

(b) Franchisee represents, warrants, and agrees that:

(1) Franchisee will not contest, directly or indirectly, AAMCO's ownership, title, right or interest in the AAMCO names and marks, trade secrets, methods, procedures and techniques which are a part of the System or contest AAMCO's sole right to register, to use, and to license others to use such AAMCO names and marks, trade secrets, methods, procedures and techniques and any other mark or name which incorporates the word "AAMCO"; and

(2) with the exception of the use of the names and marks in the manner expressly specified and authorized under this Agreement and the registration of a fictitious name solely in connection with the operation of the Center, Franchisee will not use or register or attempt to use or register in Franchisee's name or in the name of any other person or entity any name or mark, corporate name or any designation of any kind using the AAMCO names and marks, or any other materials or electronically transmitted information used in the System.

13.2 Non-Disclosure. Franchisee agrees that, except in the ordinary course of business of the operation of his Center, Franchisee will not disclose or furnish to any person or entity any information or data concerning AAMCO's service program, training, diagnostic and technical materials, operations techniques, advertising or promotion ideas, or concerning the financial status of AAMCO, and that Franchisee will keep and maintain such data, information and materials as trade secrets of AAMCO. Franchisee acknowledges and agrees that AAMCO is the sole owner of all rights to the AAMCO service program, and of all books, manuals or documents provided to Franchisee for the operation of his Center. Franchisee recognizes that AAMCO has expended substantial funds and effort in the development of its service program, training, diagnostic and technical materials, and operating techniques, and he specifically agrees not to disclose or use AAMCO training or policy manuals, catalogues, lists, forms or aids provided by AAMCO for any purpose other than those permitted by this Agreement.

13.3 Protection of System.

If Franchisee learns of any actual or threatened infringement or piracy of the AAMCO names and marks, trade secrets, methods, procedures or techniques used in the System (the "Infringement") or of any infringement or piracy claim made against Franchisee by a party other than AAMCO ("Third Party Claim"), Franchisee agrees to immediately notify AAMCO in writing of the Infringement or Third Party Claim. AAMCO shall have the right to determine what action, if any, to take with respect to such Infringement or Third Party Claim and shall bear the expense of any such action. Franchisee agrees to give his full cooperation in such action if so requested by AAMCO. If Franchisee is named as a party in any legal proceeding brought by a party other than AAMCO for infringement of trade names, trademarks, service marks, copyrights or trade secrets based upon Franchisee's use of the AAMCO names and marks, any such proceeding shall be defended and held harmless in the name of Franchisee, by and at the expense and direction of AAMCO.

14. Warranty

14.1 Warranty Program. Franchisee agrees to honor each warranty presented by an AAMCO customer in accordance with its terms, regardless of whether the service was rendered at his Center or at some other authorized AAMCO Center. Franchisee agrees to honor all AAMCO warranties that originated from work performed by previous AAMCO franchisees at the Center, if any, as if this original work had been performed by Franchisee at this same location. Franchisee agrees to comply at all times with AAMCO's policies concerning the AAMCO warranty program.

14.2 Warranty Payment Rates. Franchisee shall be entitled under this Agreement to receive from another AAMCO Center the costs of supplies, accessories and parts which Franchisee uses in honoring the warranty, plus a sum of money based on either an hourly rate for labor or a flat fee, depending on the extent of repairs required. The payment rate used in making payments under this section will be determined by AAMCO and published to all franchisees. Franchisee agrees to immediately pay to any other AAMCO Center the amount

due to such other Center for honoring of a warranty issued to a customer of Franchisee. If Franchisee fails to pay promptly any amount due under this section, AAMCO shall be entitled to recover such amount from Franchisee for the benefit of the other AAMCO Center, or to credit such other Center for money which may be due and owing to Franchisee for such payments.

14.3 Prohibition Against Other Warranties. Franchisee agrees to make no warranties or guarantees other than those contained in the printed forms of warranty issued or approved by AAMCO. Franchisee acknowledges and agrees such warranties and guarantees are made by Franchisee to the customer and that there are no warranties expressed or implied made by AAMCO to the customer or to Franchisee in connection with any product or service furnished under this Agreement.

15. Telephone Service.

(a) Franchisee acknowledges and agrees that all published telephone numbers and directory listings for the Center are the property of AAMCO. AAMCO may obtain up to five (5) remote call forwarding telephone numbers (individually, "RCF Number" and collectively, "RCF Numbers") to be forwarded to the Center and used by Franchisee as the exclusive telephone numbers for the Center. Franchisee must, install or have installed in the Center the "physical" telephone lines necessary to receive the RCF Numbers; however, Franchisee must not advertise or otherwise distribute any telephone number other than the RCF Numbers owned by AAMCO. Franchisee must, at AAMCO request and in AAMCO's sole discretion, publish or otherwise utilize the RCF numbers in specific advertisements or specific forms of advertisements so the effectiveness of such advertisement(s) may be measured. Franchisee acknowledges and agrees that AAMCO may collect and maintain records of call volume and other related data for the RCF Numbers. Franchisee must pay all costs associated with the RCF Numbers, including without limitation the annual costs and usage fees for each line, which such costs may be billed by, and payable to, AAMCO. Franchisee must not make any changes to any telephone number, line, service, or account without the prior written authorization of AAMCO. If AAMCO takes any action pursuant to this Section 15, the telephone company and all listing agencies, without liability to Franchisee, may accept this Agreement and the directions by or on behalf of AAMCO as conclusive of the exclusive rights of AAMCO in such telephone numbers and directory listings and its authority to direct their amendment, termination, or transfer. Franchisee must, at AAMCO's request, sign any paperwork to transfer ownership or control to AAMCO, or further effectuate or acknowledge AAMCO's ownership or control, of any telephone number, line, service, or account associated in any manner with the Center. Franchisee agrees that AAMCO may automatically charge Franchisee's AAMCO account, as liquidated damages and not a penalty, the amount of two hundred fifty dollars ($250.00) per day for i) each day that a published telephone number for the Center is converted from the control of AAMCO by Franchisee or his/her agent or ii) each day exceeding three (3) business days from the receipt of written request from AAMCO that Franchisee fails to sign and return all paperwork required by this Section 15. This remedy is in addition to, and not in place of, other remedies that may be available to AAMCO at law or in equity.

(b) AAMCO may transfer, suspend or remove Franchisee's telephone service for any RCF Number or other published telephone number(s) appearing under the AAMCO trade name or trademarks in directory listings, advertising or Yellow Pages advertising in the event of (i) termination, rejection, expiration, or rescission of this Agreement, (ii) an uncured breach of Section 8(a), 8(b), 8(i), 8(j), 8(l), or 8(o) of this Agreement that has not been timely cured, or (iii) a breach of AAMCO's credit policy, as established by AAMCO, that has not been timely cured.

16. National Fleet Accounts Program.

AAMCO, as part of the System, maintains a national fleet accounts program by which transmissions and other automotive repairs are provided to national or regional fleet accounts at designated AAMCO Centers, at agreed prices and processed through a centralized billing system ("national fleet accounts program"). If Franchisee decides to participate in AAMCO's national fleet accounts program, then Franchisee specifically agrees to accept and perform any automotive repair work that the vehicle may require in accordance with AAMCO's service standards, offer and honor such warranties as are required under AAMCO's agreement with the fleet account, charge and accept payment for all repairs in accordance with the price agreed between AAMCO and the fleet account for the particular type of repair, complete and provide such data, reports and/or documentation as AAMCO may require in administering the national fleet accounts program, and purchase and/or subscribe to any necessary hardware or software to interface with AAMCO's centralized billing system. Franchisee agrees that AAMCO retains all rights to the software used in connection with the national fleet accounts program.

17. Defaults in Payment and Expenses.

(a) Franchisee agrees to pay all third party costs (and in-house attorneys fees if a legal proceeding is instituted) incurred by AAMCO in collecting Franchise Fees, advertising fees and all other payments due under this Agreement and in enforcing the provisions of this Agreement.

(b) Franchisee agrees to pay AAMCO a late charge upon all amounts due and owing to AAMCO in an amount equal to one and one-half percent (1-1/2%) of the average unpaid balance per month. If a court of competent jurisdiction determines that the late charge violates any usury or similar law, then the late charge will, instead, be the maximum amount allowed under applicable law. In addition, for each gross weekly business report not received by AAMCO within two (2) weeks from the date on which it was due, Franchisee agrees to pay AAMCO a late charge of ten dollars ($10.00) per report, per week. The payment of any such late charge will not be deemed to allow or excuse delay in the timely submission of reports or in payment of sums due.

(c) Franchisee agrees that he is responsible for paying all service charges and other fees resulting from Franchisee's financial institution in connection with EFT including, without limitation, any and all service charges and other fees arising in connection with any EFT by AAMCO that is not honored or processed by Franchisee's financial institution for any reason. Further, Franchisee shall pay AAMCO a fifty dollar ($50.00) charge for reprocessing any EFT not originally honored or processed by Franchisee's financial institution.

(d) If a local advertising group or pool becomes entitled to recover amounts from Franchisee by virtue of such an action pursuant to section 11 of this Agreement, then Franchisee acknowledges that such group or pool shall be entitled to recover, in addition to any judgment or award, an amount equal to the costs and reasonable attorneys' fees therefor.

(e) If Franchisee fails to pay the National Creative Advertising Fee and/or for Yellow Pages advertising, then Franchisee acknowledges and agrees that AAMCO has the right (1) to direct any publisher of a Yellow Pages advertising directory to omit Franchisee's listing from such directory and (2) to withhold all television and radio tapes from Franchisee, until all sums owed plus interest and any costs of collection, including attorneys' fees, have been paid in full.

18. Restrictions on Change of Ownership.

18.1 Restrictions on Change of Ownership.

(a) Franchisee agrees that all rights, interests, and obligations of Franchisee arising from or under this Agreement are personal to Franchisee and, except as otherwise provided in this Section 18, Franchisee shall not, without AAMCO's prior written consent, voluntarily or involuntarily, by operation of law or otherwise, sell, assign, transfer, or encumber Franchisee's interest in this Agreement, and/or in the franchise granted hereby, or in the lease for the premises at which the Center is located.

(b) If Franchisee, as an individual, desires to form a corporation, partnership or a limited liability company ("entity") for the operation of the AAMCO Center and to have rights under this Agreement, he may do so only upon the following terms and conditions:

(1) Franchisee individually remains on the Agreement and the entity is added as a co-franchisee on the Agreement.

(2) The entity is newly organized and its activities are confined exclusively to acting as an AAMCO franchisee under this Agreement.

(3) Franchisee continues to adhere to Section 8(d) herein;

(4) Franchisee is the owner of the majority of the stock, partnership interests, or membership units of the entity, is the principal executive officer of the entity and has full and complete authority to act for the entity. In the event of the death of Franchisee who is the majority shareholder, partner or member of such entity, then the provisions of Section 18.2 below will apply, except that such heir or next of kin must hold a majority interest in the entity, be a principal executive officer of the entity and must have full and complete authority to act for the entity;

(5) All money obligations of Franchisee under this Agreement must be satisfied;

(6) The entity executes a document with AAMCO in such form as shall be approved by AAMCO in which it agrees to be a party to, be bound by all the provisions of this Agreement.

(7) Franchisee remains personally liable in all respects under this Agreement and Franchisee and all officers, directors, shareholders, partners, and/or members of the entity with at least a twenty-five percent (25%) interest execute in form approved by AAMCO a personal guaranty and agreement not to further transfer the stock, partnership interests or membership units, except as otherwise provided for herein.

(8) The entity shall disclose in writing the names and addresses of all of its officers and directors, partners or members and, whenever there is a change in any such officer, director, partner or member, shall immediately notify AAMCO of such change. Franchisee acknowledges that AAMCO has the right to approve the officers, directors, partners and members, which approval shall not be unreasonably withheld, and agrees that any such individual not approved by AAMCO will be immediately removed from such position and shall not be permitted to have any involvement in the operation of the entity or the AAMCO Center.

(c) If Franchisee organizes or has organized a corporation, partnership or limited liability company in connection with the operation of the Center, the shares of stock, partnership interests or membership units shall not be sold, assigned, pledged, mortgaged or transferred without the prior written consent of AAMCO. There may be a sale of all of the shares of stock, partnership interests or membership units of the entity subject to the same conditions listed in subparagraph (b) above to a purchaser, as though the person acquiring were a purchaser under Section 18.2 of this Agreement. All ownership certificates shall have endorsed upon them the following:

The transfer of this stock (or membership unit) is subject to the terms and conditions of a Franchise Agreement dated [insert the same date as this Agreement] between AAMCO Transmissions, Inc. and [insert Franchisee's name(s)]

(d) Franchisee agrees that this Agreement may not be transferred by a corporation, partnership, or limited liability company by transfer of stock, partnership interests, membership units or by any other means.

18.2 Sale, Assignment or Transfer.

(a) If Franchisee, or Franchisee's personal representative in case of Franchisee's death or incapacity, desires to sell the Center and receives from a third-party a bona fide written offer to purchase the Center, and obtain a transfer of the franchise under this Agreement, or if Franchisee desires to sell the stock, interests or units of any entity to which the Center has been transferred pursuant to this Agreement, Franchisee agrees to give AAMCO written notice and a copy of such offer and AAMCO shall have the option, exercisable within thirty (30) days after receipt of such notice, to purchase such Center, or stock, interests or units, including the lease, on the same terms and conditions as offered by the third party provided that AAMCO may substitute equivalent cash for any form of payment offered by the third party; provided, however, that this option shall not be available to AAMCO if the offer to purchase is from Franchisee's partner or immediate family member, or a Center employee. If AAMCO does not exercise its option and if such third party is of good character, reputation and financial condition and acceptable to AAMCO, Franchisee shall have the right for a period of ninety (90) days after the expiration of AAMCO's option period to accept the offer and to sell the Center to such third party, subject to the provisions of section 18.2(c) below;

(b) If Franchisee dies and his personal representative does not desire to sell the Center, and if under controlling local law, the deceased Franchisee's interests in the Center, and this Agreement are distributable to heirs or legatees who are members of his immediate family and who otherwise would qualify as assignees under the terms of this section, then such attempted assignment by operation of law shall not be deemed in violation of this Agreement, provided that such heirs or legatees accept and fulfill the conditions imposed in section 18.2(c).

(c) If Franchisee desires to sell the Center, Franchisee may do so provided that the purchaser is first approved by AAMCO. AAMCO agrees to approve such prospective purchaser if the purchaser has satisfactory credit ratings, has good moral character and has a reputation and business qualifications satisfactory to AAMCO, and provided further that:

(1) all prior, ascertained or liquidated debts of Franchisee owed to AAMCO, including all sums due under any Franchise Agreement between Franchisee and AAMCO, specifically without limitation sums owed for Franchise Fees, local, regional, national,

national creative or yellow page advertising, sums owed to an advertising agency, sums due other AAMCO Centers and any amounts due because of a default of any provision of this Agreement are paid concurrently with the assignment, sale, or transfer;

(2) all warranty, intershop and customer service obligations of Franchisee in connection with the Center are assumed by assignee, buyer or transferee;

(3) Franchisee is not subject to an uncured notice of default under this Agreement and all monetary obligations to AAMCO or the applicable advertising pool are satisfied prior to or upon a sale, assignment or transfer;

(4) the assignee, buyer or transferee, prior to the effective date of the assignment, sale, or transfer, satisfactorily completes the AAMCO training program required of new franchisees;

(5) the assignee, buyer, or transferee executes AAMCO's then current standard franchise agreement for a full fifteen-year term;

(6) Franchisee, assignee, buyer, or transferee, prior to the assignment, sale or transfer, pays to AAMCO its then current training fee and Franchisee, prior to the assignment, sale or transfer, pays to AAMCO a transfer fee of six thousand dollars ($6,000) in connection with the administration and approval of such assignment, sale, and issuance of a franchise to such assignee, buyer, or transferee; and

(7) Franchisee and all shareholders, partners, members or other person or persons having control of a corporate or similar entity shall execute a general release under seal of all Claims in favor of AAMCO and a termination of franchise.

(d) If Franchisee sells his AAMCO Center, the purchaser must sign a current form of franchise agreement with a fifteen year term. The purchaser's Franchise Fee percentage for the first portion of the term will equal Franchisee's rate(s) for the time Franchisee has remaining on the term of this Agreement, and the second portion of the term will be for the remainder of the fifteen (15) year term at the Franchise Fee being charged by AAMCO for new franchises as of the time of the purchase; by way of example, if Franchisee is currently paying 7.5% fees and has five years remaining on the Agreement, the purchaser will get a 15 year agreement with the first five years at 7.5% and the remaining 10 years at the Franchise Fee percentage being offered to new franchisees at the time of sale.

(e) If Franchisee's purchaser/transferee has received a presentation from AAMCO's franchise sales department within the 12 months proceeding the agreement to sell the Center then Franchisee must pay to AAMCO 12% of the purchase price or $10,000, whichever is less, at the time of sale/transfer.

18.3 Attempted Sale, Assignment or Transfer. If Franchisee attempts to sell, assign, or transfer his AAMCO Center without following the procedures required by this Agreement, then any such attempted sale, assignment or transfer is void. In the event that such attempted assignment or transfer is to an entity wholly or partially owned or controlled by Franchisee, then, at AAMCO's option, Franchisee agrees on behalf of the entity that the attempted assignment or transfer shall subject the entity to all the terms and conditions of this Agreement. Franchisee shall remain jointly and severally liable for all obligations and responsibilities of this Agreement, including money owed, despite any such attempted and/or unauthorized sale, assignment or transfer of Franchisee's AAMCO Center.

19. Termination

19.1 Termination.

(a) AAMCO, at is option, and without prejudice to any other rights or remedies which it may have under this Agreement, at law or in equity, may terminate this Agreement by giving written notice to Franchisee upon the occurrence of any of the following:

(1) if Franchisee fails to complete the initial training program to AAMCO's satisfaction, this Agreement will be terminated immediately; or

(2) if Franchisee is delinquent in the payment of the Franchise Fee or any advertising fee or sum, or any other payment due AAMCO or under this Agreement;

(3) if Franchisee shall be adjudicated a bankrupt or declared insolvent; if a temporary or permanent receiver of Franchisee's property or any part thereof is appointed by a court of competent authority; if Franchisee makes a general assignment for the benefit of Franchisee's creditors; if execution is levied against Franchisee's business or property; if Franchisee abandons the Center or ceases its operation for a period of more than five (5) consecutive business days;

(4) if Franchisee sells or attempts to sell, transfer, or assign rights in the Center and/or under this Agreement without the approval of AAMCO as required by this Agreement;

(5) if Franchisee terminates or attempts to terminate or rescind this Agreement for any reason;

(6) if Franchisee fails to make any payments to an advertising agency and/or a local advertising group or pool or to make any other advertising payment required by Section 11 of this Agreement;

(7) if Franchisee defaults in the performance of any of the other terms, conditions, and obligations of this Agreement or of his lease for the premises at which the Center is located; or

(8) if Franchisee breaches Section 8(a) or 8(c) herein.

(b) Upon receipt of notice pursuant to Section 19.1(a), Franchisee shall have ten (10) days within which to cure completely any default based on a failure to make any payment required under any provision of this Agreement or based on ceasing to operate the Center for a period of five (5) consecutive business days. For any other default, except as set forth below in Sections 19.1(c) and 19.1(d), Franchisee shall have thirty (30) days within which to cure completely any such default. Failure of Franchisee to effect such cure within the cure period may result in the immediate termination of this Agreement. It shall be Franchisee's responsibility to advise AAMCO of attempts to cure any default.

(c) Notwithstanding anything contained herein to the contrary, AAMCO shall not be required to give Franchisee notice in the case of a default under this Agreement or to afford Franchisee any period within which to cure the default, if within twelve (12) months immediately preceding the occurrence of such default, Franchisee has been given notice of the same default under Section 8(a); 8(b); 8(i); 8(j); 8(l) or 8(o) of this Agreement or notice of failure

to pay any sum under this Agreement when due on three (3) prior occasions, whether or not such default has been cured. In such event, AAMCO may terminate this Agreement immediately and without prior notice of such default.

(d) Any notice of termination which is based, in whole or in part, upon the fraudulent acts of Franchisee or on Franchisee's failure to deal honestly and fairly with AAMCO or with any customer of the Center or upon a breach of section 8.1(a) or (c), shall be effective upon receipt by Franchisee, and the provisions of section 19.1(b) shall not be applicable thereto.

(e) If there are now, or hereafter shall be, other franchise agreements and/or notes, security agreements, other debt instruments, or other agreements in effect between AAMCO and Franchisee, a default by Franchisee under the terms and conditions of this or any other of such agreements shall, at the option of AAMCO, constitute a default under all such agreements.

19.2 Effect of and Procedures after Termination.

(a) Franchisee agrees that upon the termination or expiration of this Agreement for any reason, including, without limitation, termination upon the expiration of its current term by virtue of Franchisee's failure to renew as provided in Section 3 (sometimes herein "expiration"), Franchisee shall cease to be an AAMCO franchisee and shall:

(1) promptly pay AAMCO all amounts due and owing under this Agreement;

(2) immediately and permanently discontinue the use of all AAMCO names and marks, signs, structures, all forms of advertising, telephone listings and services, manuals, software, and all materials and products of any kind which are identified or associated with the Center, System, or AAMCO and return all such materials and products, including without limitation, the Operator's Manual, to AAMCO;

(3) thereafter make no representations or statements for commercial benefit that Franchisee is or ever was in any way approved, endorsed, associated or identified with AAMCO or the System in any manner whatsoever or that Franchisee is a former AAMCO franchisee; provided, however, Franchisee shall reimburse AAMCO for all customer warranty repairs made within an applicable warranty period arising from work performed at the Center;

(4) immediately take all steps necessary to amend or terminate any registration or filing of any fictitious name or any other registration or filing containing the AAMCO names and marks in order to effectuate the removal of the AAMCO names and marks from such registration or filing; and

(5) thereafter refrain from establishing any HTML or other link between any web site created, maintained or used by Franchisee and AAMCO's home pages(s) or other part of its web site(s).

(b) Upon termination or expiration, AAMCO shall have the option to purchase all of Franchisee's right, title and interest in the Center and/or all equipment contained therein. If AAMCO intends to exercise its option, AAMCO shall notify Franchisee of such intention within twenty (20) days of the time of termination or in the case of expiration, within

twenty (20) days prior to the expiration of the current term of this Agreement. The full purchase price of the Center shall be:

(1) in the case of expiration, the fair market value of the equipment and parts then located at the Center less all outstanding liabilities of the Center;

(2) in the case of all other terminations, the lesser of the fair market value of the equipment and parts then located at the Center or Franchisee's cost, less depreciation on the equipment computed on a fifteen (15) year straight line basis, less all outstanding liabilities of the Center. AAMCO shall have the right to withhold from the purchase price funds sufficient to pay all outstanding debts and liabilities of the Center and to pay such debts and liabilities from such funds. If such liabilities exceed the purchase price of the equipment and parts, AAMCO shall apply the purchase price in such manner as AAMCO, in its sole discretion, shall determine. In no event, however, shall AAMCO become liable for any of the debts and liabilities of Franchisee or the Center and Franchisee shall remain responsible for all outstanding debts and liabilities of the Center which remain unsatisfied subsequent to the distribution by AAMCO of the purchase price funds;

(3) "Fair Market Value" as used in this Section 19.2, shall be determined by an appraisal from an independent third party acceptable to both AAMCO and Franchisee, the costs of which shall be borne equally by AAMCO and Franchisee.

(c) If, within five (5) days after termination or expiration, Franchisee fails to remove all displays of the AAMCO names and marks and any other materials of any kind from the Center which are identified or associated with the System or AAMCO, AAMCO may enter the Center or premises to effect such removal. In such event, AAMCO shall have no liability to Franchisee therefor, nor shall AAMCO be accountable or required to pay for such displays or materials.

(d) If, within three (3) days after termination or expiration, Franchisee has not taken all steps necessary to amend, transfer or terminate telephone listings and service, any registration or filing of any fictitious name or any other registration or filing containing the AAMCO names and marks, Franchisee hereby irrevocably nominates, constitutes and appoints AAMCO or any prothonotary, clerk of court, or attorney of any court of record as his true and lawful attorney for him and in his name and on his behalf to take all such action as may be necessary to amend, transfer or terminate all such telephone listings and service, registrations and filings of such fictitious name or any other registration or filing containing the AAMCO names and marks, without liability to Franchisee for so doing. If any action is required to be taken by or on behalf of AAMCO pursuant to this subsection 19.2(d), the telephone company and all listing agencies and publishers, without liability to Franchisee, may accept this Agreement and the directions by or on behalf of AAMCO as conclusive of the exclusive rights of AAMCO in such telephone numbers and directory listings and its authority to direct their amendment, termination or transfer and Franchisee hereby releases and waives any claim of any kind that he may have against any telephone company, publisher or listing agency as a result of their implementing the transfer, amendment or termination set forth herein.

(e) Termination or expiration of this Agreement shall not affect, modify or discharge any claims, rights, causes of action or remedies, which AAMCO may have against Franchisee, whether under this Agreement or otherwise, for any reason whatsoever, whether such claims or rights arise before or after termination or expiration.

(f) Franchisee hereby irrevocably authorizes AAMCO to enter upon and take possession of the Center and to take, in the name of Franchisee, all other actions necessary to effect the provisions of this Agreement, and any such entry or other action shall not be deemed a trespass or other illegal act, and AAMCO shall not be liable in any manner to Franchisee for so doing.

20. Covenant Not-to-Compete.

Franchisee acknowledges that as a franchisee of AAMCO and a participant in the System, Franchisee will receive or have access to confidential information and materials, trade secrets, and the unique methods, procedures and techniques developed by AAMCO. Franchisee further acknowledges that the development of the marketplace in which Franchisee's Center is located is solely as a result of the AAMCO name and marks. Therefore, to protect the System, the AAMCO name and marks, and AAMCO, and to induce AAMCO to grant Franchisee the franchise set forth in this Agreement, Franchisee represents and warrants:

(a) Except for the business contemplated by this Agreement or except as approved by AAMCO pursuant to Section 8(e) above, during the term of this Agreement, Franchisee shall not engage in any business the same as, similar to, or in competition with any AAMCO center, AAMCO, or the System.

(b) For a period of two (2) years after the termination of this Agreement for any reason, which two-year period shall not begin to run until Franchisee commences to comply with all obligations stated in this Section 20, Franchisee shall not:

(1) within a radius of ten (10) miles of Franchisee's former Center and ten (10) miles of any other AAMCO center in operation at the time of termination, or any AAMCO center that has commenced operation during the two-year period referenced in this Section 20, begin or engage in any business the same as, similar to or in competition with such AAMCO center, except for a business previously approved in writing by AAMCO pursuant to Section 8(e); or

(2) within the territorial boundaries of the United States, Canada, Mexico, Puerto Rico, Australia, and the Virgin Islands, as a licensor, franchisor, or similar organization, engage in any business, the same, similar to, or in competition with, AAMCO or the System, except for a business previously approved in writing by AAMCO pursuant to Section 8(e) above.

(c) As used in subsections 20(a) and 20(b) above:

(1) "engage in" shall include, but not be limited to, activities, whether direct or indirect, as an individual proprietor, partner, shareholder, director, officer, principal, broker, agent, employee, consultant, lender, unless such activities are directly as a result of the sale of the AAMCO Center pursuant to this Agreement; and

(2) "in competition with" shall include, but not be limited to:

(i) the request of any present or future supplier, customer, or operator of an AAMCO center to curtail or cancel its business relationship with any AAMCO center, AAMCO, or the System, (ii) the disclosure of the identity of any past, present, or future customer, supplier, or operator of any AAMCO center, and (iii) the solicitation, canvassing, or the authorization of any other person to solicit or canvass any past, present, or future customer,

supplier, or operator of an AAMCO center. As used in this Section 20(c)(2), "future supplier, customer or operator" shall mean a supplier, customer, or operator who will have had a business relationship with an AAMCO center, AAMCO, or the System during the term of this Agreement or during a period of one (1) year following the termination of this Agreement.

(d) Franchisee acknowledges that, in view of the nature of the System, the business of AAMCO, and the strength of the AAMCO names and marks, the restrictions contained in this Section 20 are reasonable and necessary to protect the legitimate interests of the System and AAMCO and that any violation of such restrictions will result in irreparable injury to the System or AAMCO. Therefore, Franchisee acknowledges that, in the event of such violation, AAMCO shall be entitled to preliminary and permanent injunctive relief and damages as well as an equitable accounting of all earnings, profits, and other benefits arising from such violation, which remedies shall be cumulative and in addition to any other rights or remedies to which AAMCO shall be entitled, and the arbitration provision of Section 28 shall not apply to any equitable proceeding seeking enforcement of the provisions of this Section 20. If Franchisee violates any restriction contained in this Section 20, and it is necessary for AAMCO to seek equitable relief, the restrictions contained herein shall remain in effect until two (2) years after such relief is granted.

(e) Franchisee agrees that the provisions of this covenant not-to-compete are reasonable. If, however, any court should hold that the duration or geographical limits of any restriction contained in this Section 20 are unreasonable, the parties agree that such determination shall not render the restriction invalid or unenforceable, but that such restriction shall remain in full force and effect for such duration and within such geographical limits as the court shall consider reasonable.

21. No Waiver.

Waiver by AAMCO or Franchisee of any violation or default under this Agreement shall not alter or impair either party's right with respect to any subsequent violation or default nor shall any delay or omission on the part of either party to exercise any right arising from such violation or default alter or impair such party's rights as to the same or any future violation or default. An acceptance by AAMCO of any payment from Franchisee after the date on which such payment is due shall not operate as a waiver of Franchisee's default or violation hereunder nor alter or impair AAMCO's rights with respect to such violation or default.

22. Successors.

Except as otherwise specifically set forth in this Agreement, this Agreement shall inure to and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns. AAMCO shall have the right to assign its rights, interests and obligations under this Agreement, provided that the assignee shall agree in writing to assume all obligations undertaken by AAMCO under this Agreement.

23. Notice.

Whenever this Agreement requires notice, it shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, or by a recognized overnight carrier addressed to the party to whom it is directed at the address set forth above or at such other address as one party shall provide to the other in writing. All notices shall be effective three (3) business days after being deposited, postage prepaid, or upon the date of actual receipt or rejection, whichever shall occur first.

24. Risk of Operations.

Franchisee acknowledges that there are uncertainties inherent in all business ventures. Franchisee acknowledges that Franchisee has conducted a thorough and independent investigation and, based on that investigation, desires to enter into this Agreement and undertake the business of owning and operating an AAMCO center. Franchisee agrees and acknowledges that, except as specifically set forth in this Agreement, no representations or warranties, express or implied, have been made to Franchisee, either by AAMCO or anyone acting on its behalf or purporting to represent it, including, without limitation any such representations or warranties relating to the prospects for successful operations, the level of business, sales, or profits that Franchisee might reasonably expect, the desirability, profitability, or expected traffic volume or profit of the Center (whether or not AAMCO assisted Franchisee in the selection of the location of the Center), the costs of equipping or the amount or type of equipment necessary or appropriate to the operation of the Center or as to the quality of any products or services to be sold by Franchisee to its customers. Franchisee acknowledges that all such factors are necessarily dependent upon variables beyond AAMCO's control, including without limitation, the ability, motivation, and amount and quality of effort expended by Franchisee.

25. Severability.

If any portion, term, or provision of any section of this Agreement shall be decided by any court to be in conflict with the law of any state or jurisdiction, the conflicting term or provision shall be construed in accordance with the specific provisions of the applicable law, and the remaining portions, terms or provisions of the section, as well as the remainder of this Agreement, shall remain in full force and effect.

26. Jurisdiction, Venue and Controlling Law.

26.1 This Agreement and all related agreements have been entered into in the Commonwealth of Pennsylvania and any matter whatsoever which arises out of or is connected in any way with the Agreement or the franchise granted shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

26.2 With respect to any legal proceedings arising out of or connected in any way to this Agreement or the franchise, Franchisee and AAMCO consent to the jurisdiction and venue of any court of general jurisdiction of Montgomery County, Pennsylvania or the United States District Court for the Eastern District of Pennsylvania, and any legal proceedings arising out of this Agreement shall be brought only in such courts and not in any other courts. The parties further agree that the mailing by certified or registered mail, return receipt requested or by an overnight carrier service that provides a receipt to such party's last known address of any process shall constitute lawful and valid process.

26.3 In any court proceeding brought by either party arising out of or based upon this Agreement or its performance, the prevailing party shall recover all court costs, attorneys' fees, and other expenses relating to such proceeding from the non-prevailing party.

27. JURY WAIVER.

FRANCHISEE AND AAMCO HEREBY AGREE THAT THEY SHALL AND HEREBY DO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM,

WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF THEM, OR IN ANY MATTER WHATSOEVER WHICH ARISES OUT OF OR IS CONNECTED IN ANY WAY WITH THIS AGREEMENT OR ITS PERFORMANCE.

28. Mediation and Arbitration.

(a) Non-binding mediation of disputes, controversies or claims arising out of or related to this Agreement shall be conducted, solely at Franchisee's option, in Philadelphia, Pennsylvania, Chicago, Illinois or Bethesda, Maryland in accordance with established procedures.

(b) All disputes, controversies or claims arising out of or relating to this Agreement shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association or its successor, except for termination by AAMCO which is based, in whole or in part, upon the fraudulent acts of Franchisee or Franchisee's failure to deal honestly and fairly with any customer of the Center or Franchisee's failure to accurately report his Gross Receipts to AAMCO or actions for equitable relief related to the uncured misuse of proprietary marks, confidential information or other intellectual property of AAMCO or Franchisee's non-compliance with the covenant not-to-compete. Arbitration shall be conducted in Philadelphia, Pennsylvania, unless otherwise agreed to by the parties. The decision of the Arbitrator shall be final and binding on the parties and judgment upon the award may be entered in any court having jurisdiction. Each party shall be responsible for the payment of its legal expenses and the fees and expenses of arbitration except that the fee of the Arbitrator shall be paid by the non-prevailing party. The Arbitrator shall have no authority to alter or modify any provision of this Agreement or to render an award which by its terms results in such an alteration or modification. The parties specifically acknowledge and agree that no class action and multiparty claims shall be filed in any such arbitration proceeding pursuant to the terms of this Agreement.

29. Entire Agreement.

This Agreement contains the entire agreement of the parties, and supersedes, cancels, and revokes any and all other agreements between the parties relating to the subject matter of this Agreement. There are no representations, warranties, promises or inducements, either oral or written, except those contained in this Agreement. However, nothing in this Agreement, the exhibits or any related agreement or document is intended to disclaim representations which AAMCO has made in AAMCO's Franchise Disclosure Document which Franchisee acknowledges has been furnished to Franchisee. Franchisee acknowledges that Franchisee is entering into this Agreement as a result of its independent investigation of the franchise opportunity and not as a result of any representations about AAMCO made by any of AAMCO's officers, directors, shareholders, employees, agents, representatives, independent contractors, or franchisees that are contrary to the terms set forth in this Agreement or in any disclosure document, prospectus, or other similar document required or permitted to be given to Franchisee under applicable law. Except as set forth in Section 7.1, this Agreement may be modified only by an agreement in writing signed by the party against whom enforcement of such modification is sought.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal on the date first above written.

AAMCO Transmissions, Inc.

By: _____

_____
Franchisee:

_____
Franchisee:

_____
Franchisee:

Appendix 9.2 (p. 1 of 3)
Required – must purchase from AAMCO

ITEM	Qty
Twin Post Automotive Lift As Per Vendor Specs	5
Truck lift adapter set	5
Install For lifts twin post	5
Four Post Automotive Lift As Per Vendor Specs	1
Install For lifts four post	1
Air Stations - Shop Air/Elect on lifts	3
Air Compressor - 7 1/2 hp/ 80 gal/ 23.1 cfm@175psi	1
Power Pusher HD w/Batteries	1
Transmission Cleaning Machine (cooker)	1
Cleaning Compound 50lb	1
AAMCO Approved Parts Cleaner / Recycler large	1
Small Parts Cleaner - 12 gal	1
Battery, Starter & Charging System Tester	1
Battery Charger / Booster Wheel Style	1
Portable Jump Pack Power Supply	1
OBDII HD Memory Saver Unit	2
AAMCO Approved OBDII Diagnostic Scanner Syst	1
Euro Kit Activation & Adapters	1
OBDI Adapter Kit 1 with OBDI Data Cable	1
A/C Recycling System Hybrid Approved & Supplies Pkg	1
Refrigerant Identifier System - Pass/Fail	1
Smoke machine Emiss/ Evap System Kit w/ Adapters	1
Radiator Flush Unit	1
Trans Flush Exchanger	1
Transmission Cooling Line Flush Machine	1
Fuel Induction & Injector cleaning System.	1
Trans Work Benches - Metal 72Lx36Dx34H	5
Hi-Rise Transmission Jack 1/2 Ton (1,000-lb) capacity	2
Jack Adaptor for Trans Jack	1
Floor Jack 2 1/2 ton	1
High Stands 74" 1 ton capacity each	4
Jack Stands 6 ton Pair	1
Special Tool pkg for Trans Builder	1
Air Hoses / Coiled Builders Room	2
Air Hoses 3/8x25'	6
Air Coupler Package	1
Tire Inflator w/ Gauge	1
Drop Lights - Fluorescent on 40' reel	5
Safety Goggles	4

ITEM	Qty
Hydraulic Press w/ Separator - 20 ton	1
Suspension Strut Compressor	1
Torch Set - Oxy/Acet Kit	1
Front Axle Tool	1
Trans Snap Ring Remover (foot press)	1
Foot Press Adapter - Adjustable	1
Bushing Drivers - Master Set 26pc	1
First Aid Safety Kit - OSHA	1
Eye Wash Station - OSHA	1
Spill Response Kit - EPA	1
Spill Response Pads 200 - EPA	1
Locking Storage Cabinet	1
HD Storage System 60x20 9 trans / unit	2
Parts Shelves 36x12 Closed 400lb	4
Parts Shelves 36x18 Closed 400lb	2
AAMCO Technical Video Training Set	1
AAMCO Technical Reference Manuals Set	1
AAMCO Direct Tech PRO w/ ALLDATA	1
AAMCO FOCUS GOLD Shop Management Software	1
AAMCO FOCUS GOLD SUPPORT - Annual	1
AAMCO FILEMAKER PRO - Networking	3
Phone System 3 line 3 station	1
Cordless Phone 3 line	1
Digital On Hold Message System	1
AAMCO Counter Pod - Triangular	1
AAMCO CSM Office Desk	1
AAMCO Cube End Table	1
AAMCO Chair, Black Arm Upholstered	6
AAMCO Unified Repair Orders qty 1000	2
AAMCO Customer Reception Pads	1
AAMCO Outside Sales- Hard Account Folder	50
AAMCO Outside Sales- Trans Guide	50
AAMCO Outside Sales- Fleet Brochures (each)	50
AAMCO Outside Sales- Soft Account Tri-Fold Pk 50	1
AAMCO Outside Sales- MPI Coupon Book	20
AAMCO TCC - MPI Form Pk100	1
AAMCO TCC - MPI Brochure Pk50	1
AAMCO TCC - Warranty Brochure Pk50	1
AAMCO TCC - Fluid Change Brochure Pk50	1

Appendix 9.2 (p. 2 of 3)

Required – must purchase from AAMCO (continued)

ITEM	Qty
Drum Dolly - 55gal	1
Trans Cart / w parts basket - 30Lx22Dx34H	2
Bench Vise - Steel - 6" jaw	1
Trans Holding Fixtures - UNIV Rear Whl Drive	1
Trans Holding Fixtures - UNIV Front Whl Drive	1
Trans Holding Fixtures - GM	1
Barrel Pump - Rotary Hand	1
Fluid Evacuator and Refill Unit	1
Fluid Dispenser Adapter Kit	1
Bench Grinder	1
Grinder Stand	1
6 Qt Oil Dispenser	2
2pc Funnel	2
Tank Funnel	1
Drain Pan	1
High Rise Drain - self evac w/square funnel - 24gal	1
High Rise Drain Can	1
High Rise Drain Can Funnel	1
Van/FWD Engine Hanger	1
HD Engine Hanger	1
Arbor Press 3 ton	1
Arbor Press Stand	1

ITEM	Qty
AAMCO TCC- Car Delivery Book Pk50	1
AAMCO TCC - Oil Change Stickers RI100	1
AAMCO TCC - Key Tags Pk500	1
AAMCO Six panel plastic holder	1
AAMCO Warranty books qty 50	1
AAMCO Warranty envelopes qty 50	1
AAMCO Telephone Procedure Pad	1
AAMCO Floor mats Pk250	1
AAMCO Hang tags Pk1000	1
AAMCO Clip Board	4
AAMCO R/O Racks	3
AAMCO Logo Patches	20
AAMCO Supplies Pkg (estimate)	1
AAMCO Clock	1
AAMCO Automatic Trans Policy Poster	1
AAMCO Manual Trans Policy Poster	1
AAMCO Sprag Rotation Chart-Domestic	1
AAMCO Sprag Rotation Chart-Import Asian	1
AAMCO Sprag Rotation Chart-Import European	1
AAMCO Office and Shop Material Shipping	1
AAMCO Advertising for opening PKG 3	1
AAMCO Signs Initial Estimate	1

Required – may purchase from AAMCO

ITEM	Qty
Oil Storage Tank 275gal ATF single wall - Check Req	1
Waste Oil Storage Tank 275g single wall - Check Req	1
Mech Work Benches - welded steel 72Lx36Dx34H	3
Dirty Rag Receptacle	1
Air Operated Grease Gun	1
5 Gal Bucket Lever Pump	1
AAMCO IT Package - PC/Printer/Fax etc. - EST	1
TV / DVD Combo Unit for Tech Videos	1
Owners Office Desk	1
Cooling system pressure test kit	1
Portable air tank	1
Torque sticks for lug nuts	1
Fuel Injection test kit	1

ITEM	Qty
Owners Office Chair	1
CSM Office Chair	1
Shop Tech Office Chair	1
Shop Tech Desk	1
Towel Dispenser	2
File Cabinet - 4 drawer w/ Lock - Letter	1
File Cabinet - 4 drawer - w/ Lock - Legal	1
Office Waste Containers	3
Brake bleeder Unit w/ Attachments	1
Floor Squeegee	1
Mop and Bucket	1
Floor brooms	2
Hub Bearing Puller Kit	1

Appendix 9.2 (p. 3 of 3)

Optional

ITEM	Qty
Air Operated Rolling Jacks for 4 post	2
OBDII Diagnostic Scanner Syst Upgraded	1
Euro Kit Activation & Adapters Upgraded	1
Import Enhanced CAN & OBD Diagnostic Scanner	1
ECM Re-Programming Unit - J2534	1
Trans Flush - Dual Mode System	1
Oil Storage Tank 275gal ATF double wall - Check Req	1
Waste Oil Storage Tank 275g double wall - Check Req	1
Waste Oil Heater - 300,000 BTU	1
Waste Oil Install Acc. - tank/stand/chimney	1
Gas Tank Adapter for High Rise Jack	1
Hydraulic Portable Material Handler- Tailgate Height	1
Portable Engine Crane	1
Axle puller slide hammer	1
Drill press	1
Bulk aerosol sprayers	3

ITEM	Qty
Complete Lighting & Power Pkg Portable & Wired	1
UNI-Dolly - Car Mover	1
Wheel Dolly - hydraulic each	4
Deluxe Wall Mounted First Aid Kit	1
Extra shelves 36x12 3pk 400lb	1
Extra shelves 36x18 3pk 400lb	1
Parts Boxes 4.25h x 2.25w x 11d	25
Parts Boxes 4.25h x 4.25w x 11d	25
Parts Boxes 4.25h x 6.25w x 11d	25
Parts Boxes 4.25h x 8.25w x 11d	25
Additional Phone Handsets	1
AAMCO Coffee Bar	1
AAMCO Advertising for opening PKG 5000	1
Multi Meter CATIII Hybrid Approved	1
High Voltage Insulated Glove Set w/ Storage Hybrid	1
Pressure washer	1

Exhibit A-2
EDAC Franchise Agreement

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Exhibit A-2
EDAC Franchise Agreement

AAMCO Transmissions, Inc.

Franchise Agreement

This Agreement is entered into as of _____, 20___, by and between AAMCO Transmissions, Inc., 201 Gibraltar Road, Horsham, Pennsylvania 19044 ("AAMCO"), and _____ ("Franchisee").

As a result of extensive experience in the transmission and general automotive repair business, AAMCO has developed methods, procedures and techniques for the operation of AAMCO centers devoted to such repair business and AAMCO has built up substantial business and valuable good will by the establishment of such centers throughout the United States and Canada and

AAMCO has developed a system (the "System") for conducting operations in the transmission and general automotive repair business which consists, in part, of the use of the "AAMCO" trade name and trademarks, AAMCO's methods, procedures and techniques, and a network of Centers devoted exclusively to the transmission and general automotive repair business ("Centers") which use the "AAMCO" name and the methods, procedures and techniques; and

AAMCO has created a substantial demand for its products and services by maintaining high standards of quality in its operation and in the operation of its franchised Centers and by extensive advertising; and

AAMCO makes its experience and know-how available to all its franchisees in order to assist them in opening and operating a successful AAMCO center. AAMCO makes this and other means at its disposal available to aid in the management and merchandizing of Franchisee's center.

In recognition of the value of participating in the System, Franchisee desires to acquire a franchise to operate a Center;

The parties, intending to be legally bound, enter into this Agreement in recognition of these considerations and of the mutual promises and agreements contained herein.

1. Grant of Franchise.

1.1 In consideration of the payment of the initial license fee identified in this Agreement, Franchisee shall have the right, subject to compliance with the terms and conditions of this Agreement, to operate a Center ("the Center"), under the "AAMCO" name and under any other trade names, trademarks, service marks and logos ("AAMCO names and marks") presently used, or which may hereafter be used in the System.

1.2 Franchisee's Center must be located as follows:

Metropolitan/Micropolitan Statistical Area (collectively "Statistical Area"):

Street Address:

City and State/Commonwealth:

If the specific address for the operation of the Center is unknown at the time of signing this Agreement, Franchisee agrees to sign an amendment to this Agreement specifying such address prior to opening the Center for business. In addition, Franchisee agrees to operate the Center in no other Statistical Area or at no other address other than what is stated herein. Franchisee also agrees not to, under any circumstance, move or relocate the Center without the express prior written approval of AAMCO, which approval shall only be in the form of a fully executed amendment to this Agreement that changes the Center's address. AAMCO agrees not to unreasonably withhold such approval, but may refuse to issue such approval for so long as Franchisee remains in default of any provision of this Agreement.

(a) AAMCO expressly reserves the right to grant additional franchises or establish other Centers in the same Statistical Area. The number of Centers will be based upon then current motor vehicle registrations and the marketing program of AAMCO, and shall be limited to a maximum of one Center for each 100,000 motor vehicle registrations. Franchisee agrees that Franchisee does not have and is not being granted a protected trading area, specifically without limitation, in regard to the placement of other AAMCO Centers.

2. License Fee.

(a) Franchisee agrees to pay the sum of $17,500 as a license fee. This license fee does not permit Franchisee to use the AAMCO names and marks or to operate the Center without compliance with other provisions of this Agreement.

(b) Franchisee acknowledges that AAMCO shall incur expenses upon execution of this Agreement. In the event of any termination, cancellation or rescission of this Agreement for any reason whatsoever, AAMCO will suffer damages not able to be determined; therefore, AAMCO, in addition to any other rights or remedies it may have, shall be entitled to retain the license fee as liquidated damages.

3. Term.

This Agreement shall begin as of the date set forth above and shall continue for a term of fifteen (15) years. Unless either party gives written notice of its intention not to renew at least 180 days prior to the expiration of the fifteen-year term, Franchisee shall have the right to renew this franchise at the end of the term provided Franchisee is not then in default under the Agreement. In connection with any renewal, Franchisee agrees to execute a franchise agreement of the type then currently being used by AAMCO, at least ninety (90) days, but not more than one (1) year, prior to the expiration of the term. If, at least ninety (90) days prior to the expiration of the term of this franchise, Franchisee has not executed AAMCO's then current franchise agreement, this Agreement shall automatically terminate at the end of the term without further action by any party and Franchisee shall comply in full with section 19.2, Procedures after Termination. AAMCO expressly reserves the right to increase the franchise fee upon renewal in accordance with its then current policy. Notwithstanding anything in this section 3 to the contrary, any renewal of the franchise shall be subject to the other provisions of this Agreement regarding termination.

4. Location and Lease.

(a) Upon the execution of this Agreement, Franchisee agrees to proceed with due diligence to secure a location for the Center within the Statistical Area stated in section 1.2 of this Agreement, in accordance with the guidelines set forth in AAMCO's Center Opening Procedures Manual. In the event Franchisee fails to open his Center for business within one year from the date of execution of this Agreement, AAMCO may, absent any extension of time agreed to in writing by AAMCO, immediately and without prior notice, cancel and terminate this Agreement.

(b) Franchisee agrees not to execute any documents of purchase or lease for any such location without the prior written approval of AAMCO as to location, and terms of sale or lease, whichever is applicable.

(c) If Franchisee purchases the Center location at any time during the term of this Agreement, or is the owner of the Center location prior to the execution of this Agreement, Franchisee hereby grants to AAMCO the option to lease the location on substantially the same terms and conditions contained in any lease under which Franchisee occupied the location as lessee, or if no such lease existed, then on terms and conditions that are commercially reasonable. This option granted may be exercised by AAMCO for a period of thirty (30) days following the termination, rejection or rescission of this Agreement for any reason whatsoever.

(d) If Franchisee purchases the Center location at any time during the term of this Agreement, or is the owner of the Center location prior to the execution of this Agreement, Franchisee hereby grants to AAMCO, upon expiration or non-renewal, a right of first refusal to purchase or lease the Center location on terms and conditions that are commercially reasonable or on substantially the same financial terms and conditions of any binding third-party offer. This right of first refusal may be exercised by AAMCO for a period of thirty (30) days following such expiration or non-renewal; provided, however, this right of first refusal shall not apply if Franchisee himself is using the location so long as such use is in compliance with section 20(b) of this Agreement.

(e) If Franchisee is leasing the location, then, after AAMCO's written approval of the proposed location and lease, Franchisee shall execute the lease and agrees to deliver a copy of the fully executed lease to AAMCO. Franchisee agrees that the lease shall contain a conditional assignment clause which shall provide that, upon the termination or expiration of this Agreement for any reason whatsoever, AAMCO or its designee shall have the option for thirty (30) days to assume the obligations of and to replace Franchisee as the lessee under the lease and at any time thereafter reassign the lease to a new franchisee. Franchisee agrees not to terminate, renew or in any way alter or amend the lease during the Term or any renewal term of this franchise without AAMCO's prior written consent, and any attempted termination, renewal, alteration or amendment shall be null and void and have no effect as to AAMCO or AAMCO's interests.

(f) Except as otherwise provided in this Agreement, Franchisee agrees not to assign its lease or sublet the Center, or any portion of the premises containing the Center.

(g) If Franchisee chooses to design and construct his Center, Franchisee agrees to engage AAMCO's designated design and construction professional or, alternatively, to procure design and construction services from another source approved by AAMCO in writing.

(h) Franchisee agrees not to make any material change to the Center premises or adjacent areas without the prior written consent of AAMCO.

5.

5.1 Training, Security Deposit and Commencement of Business.

(a) Prior to opening the Center for business, Franchisee must have attended and successfully completed to AAMCO's satisfaction, AAMCO's operator's training school, which includes instruction, training and education in the operation of the Center. If Franchisee failed to complete training to AAMCO's satisfaction, AAMCO, in its sole discretion, may terminate this Agreement immediately, and this Agreement shall be of no further force and effect, and neither AAMCO nor Franchisee shall have any further liability or obligation to the other; provided, however, that the provisions of section 20 shall not be affected by any such termination.

(b) Franchisee agrees to attend such additional training or meetings at such locations as AAMCO may, from time to time, direct. All expenses incurred in connection with such attendance at training sessions or meetings shall be borne solely by Franchisee.

5.2

(a) Franchisee agrees to maintain at all times during the term of this Agreement a staff of trained employees sufficient to operate the Center in accordance with this Agreement. Franchisee agrees that all personnel whom Franchisee employs shall conform to the experience or skill standards which AAMCO may prescribe. Franchisee agrees to direct any of its employees to attend such meetings and training sessions as AAMCO may require, including directing the Center's technicians to obtain technical certification, as AAMCO may require, pursuant to AAMCO's technical certification program or a comparable technical certification program approved by AAMCO. All expenses of travel, lodging, meals and any other expenses shall be borne and paid by Franchisee or the Center's employees. Franchisee agrees not to employ any person who may be required by AAMCO to complete a training program or otherwise meet training requirements, but who fails to do so for any reason whatsoever.

(b) Franchisee acknowledges and agrees that the training of the Center's technical employees is essential to the successful operation of the Center. Franchisee, therefore, agrees to participate in, pay for and buy all materials for the AAMCO Tech Video/DVD Library Program, DirecTech PRO®, ALLDATA, and any other technical training programs as and when directed by AAMCO according to the terms and conditions as determined by AAMCO, or to participate in a comparable technical training program which complies with AAMCO's specifications. Franchisee further agrees that, at the request of AAMCO, Franchisee will submit information about its participation in a comparable technical training program, including without limitation, invoices, lists of vendors from which Franchisee purchases such technical training programs and actual copies of such training. AAMCO's Technical Services Department shall determine if any such technical training program is comparable.

(c) Franchisee agrees that, regarding the hiring of employees for the Center, it will not initiate directly or indirectly any contact with any other person known to Franchisee to be employed by another AAMCO franchisee for the purpose of inducing such employee to work in Franchisee's Center; provided, however, nothing shall prevent Franchisee from advertising generally for employees to fill vacant positions. Franchisee agrees to hire only those employees who, upon appropriate screening, demonstrate themselves to be honest and dependable.

5.3

(a) Franchisee acknowledges that it has deposited with AAMCO the sum of $5,000 as security for compliance with all the provisions of this Agreement. This deposit shall be retained by AAMCO and AAMCO shall have the right to reimburse itself or others, including customers of Franchisee's Center, from this security deposit for any costs or expenses that may be sustained by AAMCO or others, as a result of failure by Franchisee to comply with any provision of this Agreement. AAMCO has sole and absolute discretion in determining the amount of reimbursement from this security deposit, and agrees to act reasonably in making such determinations.

(b) Franchisee acknowledges that the creation and use of this security deposit is a condition of the franchise, is intended to maintain a high level of customer satisfaction, and to minimize or resolve customer complaints. It is agreed that AAMCO may use the funds to cure any default by Franchisee under this Agreement and to defray expenses, damages or attorneys' fees of AAMCO or others, reasonably necessary to cure any such default, including refunds to customers of Franchisee as AAMCO may determine. AAMCO may send written notice to Franchisee of defaults calling for action under these provisions; however, Franchisee hereby authorizes AAMCO to apply the money in this security deposit for the purposes specified in this provision without prior, actual notice to Franchisee that the money has been applied.

(c) Franchisee agrees that should the amount of the security deposit with AAMCO become less than $5,000 because of any reason whatsoever, then Franchisee, upon notice from AAMCO, shall pay whatever amount is needed so that the amount of the security deposit equals $5,000.

(d) AAMCO agrees to pay interest on the security deposit at the rate of 3% less than prime rate as established by a leading bank as determined by AAMCO averaged over the preceding twelve months to a maximum of six percent (6%) per year, provided that Franchisee is, at all times, in full compliance with the provisions of this section. AAMCO shall have no obligation to establish a separate bank account for such funds.

(e) The security deposit shall be reimbursed to Franchisee upon termination of this Agreement if the Center is sold by Franchisee in accordance with section 18.2 of this Agreement and the new franchisee assumes Franchisee's warranty obligations and pays a new security deposit with AAMCO. In all other situations when this Agreement terminates, expires or is rescinded, AAMCO may use the security deposit to cover the costs of warranty work arising from warranties issued by the Center prior to the termination, expiration or rescission of this Agreement; and AAMCO may retain the deposit for a period of three (3) years from the date of termination, at which time any remaining balance will be returned to Franchisee provided Franchisee has complied in full with sections 19 and 20 of this Agreement. All warranty repairs charged under this subsection shall be performed at and in accordance with AAMCO's then current Intershop Warranty rate and policies and procedures.

6

6.1 Services Rendered by AAMCO. AAMCO agrees to:

(a) assist Franchisee in obtaining a location and negotiating a lease;

(b) assist Franchisee with the layout of the Center and the installation of equipment;

(c) assist Franchisee in finding and evaluating personnel;

(d) furnish to Franchisee the Operator's Manual described in section 7, parts catalogues, and instructional and training materials for the purpose of providing guidance in the methods, procedures and techniques of operating a Center;

(e) furnish, from time to time, such business information, literature and materials as AAMCO determines may be helpful in improving the operations of the Center;

(f) advise and consult with Franchisee during usual business hours on matters relating to the operation of the Center;

(g) advise Franchisee of any new developments or improvements in the System;

(h) assist Franchisee by providing Technical Consulting services for use by all franchisees. These services will include Technical Hot Line Department, Publication of Technical Advisory bulletins, Publication of Technical Bench tips, Publication of Technical Bench notes, Publication of Technical columns in the Twin Post, Production of video training films, the availability of the Rebuilders Academy and additional in-house only training seminars. AAMCO further agrees that the ratio of the Technical Department's expenditures to franchise fee revenue for the provision of these services will be the minimum ratio maintained for the provision of these services.

(i) provide initial training and other additional training programs, sessions and meetings as AAMCO may determine;

(j) assist in the design of advertising promoting the business of AAMCO franchisees and the services they sell; and make available to Franchisee its experience, know-how, guidance, and counseling with respect to national, regional, and/or local advertising, and combinations thereof, including the selection of particular media and advertising content, as well as the choice of agencies for the purchase and use of these advertising techniques; and

(k) continue to protect the good will and reputation associated with the AAMCO name and marks and other distinguishing aspects of the System.

6.2 AAMCO agrees that, before AAMCO grants any additional franchise in the Statistical Area in which Franchisee's Center is located, it will conduct a marketing study and will receive and consider input and comments from Franchisee.

7.

7.1 Operator's Manual.

(a) AAMCO shall lend to Franchisee a manual produced and published by AAMCO (the "Operator's Manual") which includes, in part, the business procedures, technical advice, policies and procedures, and rules and regulations for the operation of the Center.

(b) Franchisee agrees that Franchisee will comply with all of the policies and procedures which AAMCO establishes from time to time including those set forth in AAMCO's training manuals as modified and/or updated from time-to-time as determined by AAMCO in its sole discretion.

7.2 Franchisee acknowledges and agrees that:

(a) the Operator's Manual is the property of AAMCO and shall remain its property during the term of this Agreement and any renewals;

(b) the Operator's Manual contains confidential information which Franchisee will protect as a trade secret, and that its loss will cause substantial damage to AAMCO and the System although the amount of such loss would be incalculable with any degree of accuracy. Consequently, in the event of loss of this Operator's Manual, Franchisee agrees to pay to AAMCO such sum as may be agreed upon for its replacement, as liquidated damages and not as a penalty;

(c) Franchisee will not reprint or reproduce any portion of the Operator's Manual for any reason whatsoever;

(d) upon expiration or termination of this Agreement for any reason, the Operator's Manual will be immediately returned to AAMCO.

8. Certain Obligations of Franchisee. In order to maintain the high quality and uniform standards associated with the System and to protect its good will and reputation, Franchisee agrees to:

(a) deal fairly and honestly with AAMCO and with each customer, and that Franchisee will render prompt, workmanlike, courteous and willing service in the Center

(b) operate the Center in such a manner so as to avoid customer complaints, since any customer complaint cause harm to the growth of AAMCO's national identity, reputation in the marketplace and association of its name with quality repairs. Franchisee agrees that any customer complaints generated by the Center, including but not limited to those in which customers allege abuse, fraud, deceptive or unfair trade practices, cause such harm individually and in the aggregate. Franchisee agrees to handle all customer complaints and adjustments in a uniform manner consistent with the protocols and requirements specified by the Operator's Manual whether they arise from the Center or from any other AAMCO center.

(c) honor and comply with the terms of all advertising placed by or at the direction of AAMCO or Franchisee;

(d) devote his/her best efforts to the day-to-day operations and development of the business of the Center;

(e) operate the Center exclusively as an automotive repair and servicing business and not engage in any other business at the Center, except as otherwise approved in writing by AAMCO;

(f) design, keep and maintain the Center and its appearance in an attractive, clean, safe and orderly manner consistent with the operation of a first class automotive business and any directives of AAMCO deemed by it to be necessary to protect the standards of quality and uniformity of the Centers and the System, including (1) interior and exterior painting and décor, (2) shop and sales office layout and character of interior furnishings, and (3) use and display of such signs, emblems, logos, lettering and pictorial materials as required or approved by AAMCO;

(g) operate the Center in accordance with the methods, policies and procedures, and techniques included in the Operator's Manual and other training manuals and materials, as modified and/or updated from time to time as determined by AAMCO in its sole discretion, or otherwise approved by AAMCO;

(h) conduct business at the Center in a manner so that it will not detract from nor bring into disrepute the AAMCO name and marks;

(i) comply at all times with all federal, state, provincial, county, city, municipal and other local laws, regulations and ordinances applicable to Franchisee's business;

(j) employ center personnel who conform to the experience or skill standards that AAMCO may prescribe;

(k) operate the Center under the name AAMCO and under no other name unless directed in writing by AAMCO, and use and display the AAMCO name and marks prominently in such manner as may from time to time be directed in writing by AAMCO and not use or prominently display any other trade name, trademark, service mark or other designation during the term of this Agreement;

(l) permit AAMCO during business hours to inspect the premises of the Center, confer with Franchisee and Franchisee's employees and customers, check equipment and inventories, methods, books and records, and perform any other inspection deemed by AAMCO to be necessary to determine the nature, quality and uniformity of service rendered at the Center in order to protect the System and to determine Franchisee's performance under this Agreement. Franchisee specifically agrees that neither Franchisee's physical presence in the Center nor specific consent to any such inspection shall be necessary;

(m) submit to AAMCO uniform business and financial reports and financial statements in accordance with the procedure set forth in the Operator's Manual, and deliver a copy of Franchisee's federal income tax return relating to the operations of the Center within thirty (30) days after such return is filed. If AAMCO adopts as part of the System a format of reporting via electronic polling, Franchisee agrees to submit uniform financial reports for the Center through the Internet or other electronic means which is compatible with software used by AAMCO for such purpose;

(n) maintain a system of bookkeeping and recordkeeping as requested by AAMCO, keep the Center's books and records at the Center at all times and make them available during business hours to authorized representatives of AAMCO for the purpose of verifying the accuracy of Franchisee's business and financial reports. If such verification reveals that the gross receipts reported by Franchisee to AAMCO are more than two percent (2%) less than Franchisee's actual gross receipts, Franchisee agrees to reimburse AAMCO for all expenses connected with such verification, including, but not limited to, reasonable administrative, accounting and legal fees, and without limitation to any other rights and remedies AAMCO in its sole discretion, may elect to pursue. Franchisee shall pay to AAMCO immediately any deficient and delinquent franchise fees, together with interest at the rate of eighteen percent (18%) per annum calculated from the date when franchise fees should have been paid to the date of actual payment. Franchisee further acknowledges and agrees that the actual damages sustained by AAMCO in the event of underreporting of gross receipts are difficult to ascertain and that in addition to the fees, interest and expenses stated above, Franchisee shall also pay AAMCO liquidated damages in an amount equal to three times franchise fees due plus interest as calculated above. These liquidated damages shall be in addition to any other remedies AAMCO may have.

(o) use only such forms as AAMCO specifically prescribes or authorizes including, without limitation, AAMCO diagnostic forms, AAMCO warranty cards, AAMCO reporting forms and consecutively numbered AAMCO repair orders for which AAMCO may make a reasonable charge.

(p) offer to customers of the Center all services, products and/or warranties which AAMCO may prescribe. Franchisee acknowledges that AAMCO retains the exclusive right to make modifications from time-to-time to such services, products and/or warranties.

9. Equipment, Inventory, Supplies and Signs.

9.1 Standards and Specifications. AAMCO shall fix and determine all standards, specifications and requirements for the equipment, including diagnostic and technical equipment, supplies, parts, and assembly sets used by Franchisee in the Center. Franchisee may purchase these items from any source, so long as they conform to these standards and specifications. AAMCO agrees to furnish these standards and specifications to Franchisee, or to a vendor or manufacturer, without charge. Franchisee acknowledges that AAMCO may change such standards, specifications and requirements from time-to-time, and agrees to make any additional purchases of equipment and/or supplies needed to comply with such updated requirements.

9.2 Original Equipment, Supplies and Inventory. Franchisee agrees that, prior to the opening of the Center, Franchisee will purchase the equipment, supplies and inventory listed at Appendix 9.2 of this Agreement. Franchisee agrees to submit to AAMCO receipted invoices from the suppliers for any of these items which AAMCO may request and shall certify to AAMCO, if requested, that the items comply with the standards and specifications of AAMCO. If Franchisee requests to purchase equipment and supplies from or through AAMCO, AAMCO agrees to supply them at the price then in effect; provided, that if prior to delivery the price to AAMCO shall increase, then AAMCO may proportionately increase the price to Franchisee. If any item is not available at the time of request, then AAMCO may substitute merchandise of a similar quality, and adjust the price, after notice to Franchisee.

9.3 Operating Inventory. Franchisee acknowledges that the consumer acceptance, quality, and standardization of parts and assembly sets used by AAMCO Centers, and agrees that the use exclusively of parts and assembly sets which comply with AAMCO's specifications are essential condition of the performance of this Agreement. Franchisee agrees to purchase and use parts and assembly sets which comply with AAMCO's specifications. At the request of AAMCO, Franchisee will submit a certification that Franchisee uses parts and assembly sets which comply with AAMCO's specifications.

9.4 Product Warranties. There are no warranties, express or implied, made by AAMCO under this Agreement for the products purchased by Franchisee, including the implied warranty of MERCHANTABILITY.

9.5 Signs. Franchisee agrees to erect outside and inside the Center signs of such size and construction as approved by AAMCO. No other signs may be erected or used. Franchisee acknowledges and agrees that AAMCO shall have exclusive control of the use and display of all sign faces bearing the AAMCO name or marks.

10. Franchise Fees and Business Reports.

(a) During the term of this Agreement, Franchisee agrees to pay to AAMCO a franchise fee (the "franchise fee") equal to seven and one half percent (7.5%) of the gross receipts of all business transacted by Franchisee. "Gross receipts" shall mean all forms of consideration received by the Center for all work, sale of parts, supplies or accessories or services, sold, completed and delivered to customers of the Center, exclusive of sales tax. Franchisee agrees that the franchise fee shall be paid weekly on each Tuesday based upon gross receipts during the preceding calendar week. The franchise fee shall be remitted

simultaneously with a report showing its computation upon the forms or reports or in a format provided, required or approved by AAMCO. Franchisee agrees that AAMCO may, require Franchisee to submit the reports via electronic polling from Franchisee to AAMCO through the Internet or other electronic means which is compatible with software used by AAMCO for such purpose.

(b) Franchisee acknowledges and agrees that failure to furnish complete and accurate reports of business on a timely basis deprives AAMCO of the means to control and supervise the use of its marks or to communicate with members of the motoring public who are customers of AAMCO Centers. In addition to an accurate report of gross receipts in the manner or on the forms prescribed by AAMCO, Franchisee agrees to submit such copies of customer repair orders as directed by AAMCO.

(c) Franchisee agrees that the franchise fee and all other fees, charges and/or amounts owed by Franchisee under this Agreement, specifically including, but not limited to, any sums due for any advertising, whether national, regional, local and/or national creative, pursuant to section 11 below, shall be remitted to AAMCO via electronic funds transfer ("EFT") from the designated account(s) of Franchisee's financial institution. Prior to opening his/her Center, and from time to time thereafter as events may require, Franchisee agrees to provide AAMCO written authorization, and such other information as AAMCO may require, in such form as shall be approved by AAMCO, which shall authorize and/or enable Franchisee's financial institution to accept debit originations, electronic debit entries, or other EFT, and electronically deposit franchise fees and other sums owed under this Agreement directly to AAMCO's bank account(s).

(d) Franchisee agrees to authorize AAMCO to withdraw funds by EFT upon or after the funds become due to AAMCO under this Agreement, at such days and times as AAMCO shall determine. Franchisee agrees that it shall be an event of default under section 19.1 of this Agreement if Franchisee closes or otherwise makes Franchisee's designated account(s) inaccessible by AAMCO without completing the following before or promptly after the account is made inaccessible:

(1) notifying AAMCO in writing of such event;

(2) establishing another designated account(s) for EFT withdrawals; and

(3) providing the written authorization and information required in subsection (c) above.

(e) Franchisee agrees that if AAMCO has not received from Franchisee, by 12 noon Eastern time on each Tuesday, a report of gross receipts from the Center's sales for the preceding week by written statements or business reports in the form prescribed by AAMCO under section 10 of this Agreement or by electronic polling, then AAMCO shall be entitled to withdraw by EFT from Franchisee's designated account(s) the appropriate franchise fee based on an arithmetic average of Franchisee's weekly gross sales reported to AAMCO over a number of previous weeks as determined by AAMCO or based on some other means of estimating Franchisee's gross sales as determined by AAMCO. If a business report in the form of a statement required under this section 10 is subsequently received and reflects (1) that the actual amount of the franchise fee due was more than the amount of the EFT by AAMCO, then AAMCO shall be entitled to additional funds by EFT from Franchisee's designated account(s) for the difference or (2) that the actual amount of the franchise fee due was less than the amount of the EFT by AAMCO, then AAMCO shall credit the excess amount to the payment of Franchisee's future franchise fee.

(f) Franchisee agrees that, upon written notice from AAMCO, Franchisee may be required to pay any amount(s) due under this Agreement directly to AAMCO by check or other non-electronic means, instead of by EFT, solely at AAMCO's discretion.

11. Advertising.

11.1 National Creative Advertising Fee. Franchisee agrees to pay a "National Creative Advertising Fee" in accordance with the formulas which will be provided by the National Creative Committee and administered by AAMCO. Payment of this National Creative Advertising Fee shall be made to AAMCO in accordance with its instructions, including compliance with section 10(c) providing for payment by EFT.

11.2 Local Advertising.

(a) Franchisee acknowledges and agrees that all advertising must be approved by AAMCO in advance of its use and Franchisee agrees not to use any advertising unless and until such has been approved in writing by AAMCO. Franchisee specifically agrees to participate in for the national Yellow Pages program of AAMCO, to place and pay for Yellow Pages advertising through this program and agrees not to place Yellow Pages advertising in any other manner. Franchisee further agrees to use, display or distribute in or about the Center any advertising, promotional or informational materials that AAMCO may provide from time to time and to follow AAMCO's instructions regarding such materials.

(b) Franchisee acknowledges that, in addition to Yellow Pages advertising, it is mandatory to employ advertising at the local level and to participate in and pay for advertising programs and promotional activities at the local level. Franchisee agrees to share local advertising expenses with other franchisees in the Designated Market Area (DMA) as defined by A.C. Nielsen Company which may change from time-to-time and to execute all local ad pool documents as may be required and approved by AAMCO.

(c) Franchisee acknowledges that AAMCO has the right to approve an advertising agency, which approval shall not be unreasonably withheld, and Franchisee agrees to place advertising only with an agency approved by AAMCO; Franchisee agrees to pay promptly fees which become due to any such agency.

(d) Franchisee agrees that if Franchisee fails to pay promptly an amount due his advertising agency or his local advertising group or pool, then either AAMCO, or other AAMCO franchisees in the local advertising group or pool of which Franchisee is a member, or the local advertising group or pool itself shall be entitled to recover the amount due from Franchisee. Franchisee acknowledges that all local advertising benefits him and the other franchisees in the local advertising group or pool. Franchisee acknowledges that despite failure to contribute to Franchisee's local AAMCO advertising group or pool, local advertising expenditures by such group or pool confer substantial benefits on Franchisee, and further acknowledges Franchisee's responsibility for payment therefor. AAMCO specifically reserves the right to have or allow the local AAMCO advertising group or pool to seek enforcement of this obligation.

(e) Franchisee may engage in any advertising or promotion of the Center or business, in addition to the advertising or promotion set forth in this section 11, provided that such advertising or promotion shall be at the sole cost of Franchisee.

(f) Franchisee agrees not to create, maintain or use a web site or other form of electronic media not paid for or approved in writing by AAMCO for the purpose of

advertising or promoting the Center or business; not to create or adopt, use or register any domain name that uses in any manner, the AAMCO names and marks; and, not to establish any HTML or other link between any web site created, maintained or used by Franchisee and AAMCO's home page(s) or other part of its web site(s) without AAMCO's prior written approval.

11.3 National or Regional Advertising.

(a) Franchisee agrees to participate in advertising programs at the national and/or regional levels if and when established or directed by AAMCO by paying to AAMCO a National or Regional Advertising Fee. Franchisee agrees to pay this National or Regional Advertising Fee in accordance with reasonable formulas provided by AAMCO. Payment of such National or Regional Advertising Fee shall be made in accordance with AAMCO's instructions.

(b) Franchisee agrees that AAMCO may, from time to time, designate an AAMCO web site for the purpose of advertising the AAMCO names and marks and services associated with the System as well as individual Centers. Franchisee acknowledges and agrees that all parts of the designated web site, including any web page(s) dedicated to the Center, are the property of AAMCO and that AAMCO has sole and exclusive right and authority to change or terminate the web site in total or in part, as AAMCO deems appropriate.

12.

12.1 Insurance.

(a) Franchisee agrees to purchase and, at all times during the term of this Agreement, maintain in full force and effect policies of insurance as follows: (i) Worker's Compensation insurance, in amounts prescribed by law; (ii) insurance against all types of public liability including employer's liability insurance, liability insurance under a comprehensive general liability policy, with bodily injury and property damage liability insurance, garage liability, garage keeper's legal liability and direct primary coverage, products liability or completed operations liability insurance, automobile liability insurance, including owned and non-owned hired motor vehicles, and customer automobile liability insurance; and (iii) such additional insurance as may be required by the terms of any lease for the premises of the Center.

(b) Franchisee agrees that all policies of insurance required under this section shall be in form with companies reasonably satisfactory to AAMCO and in such amounts as AAMCO shall reasonably determine, which amounts, in no event, shall be less than $1,000,000 per occurrence, bodily injury and property damage combined. Franchisee acknowledges and agrees that AAMCO reserves the right to increase the amounts of insurance required by this section and further agrees to comply with such increased amounts after notice from AAMCO. AAMCO agrees to act reasonably in determining such increased amounts. Franchisee agrees that such policies shall protect, as named insureds, Franchisee, AAMCO and any other party designated by AAMCO and that such policies shall contain an endorsement which provides that only actual notice to insured, if an individual, or to any executive officer of insured, if a corporation, shall constitute knowledge of the insured. Franchisee agrees to furnish to AAMCO, any other named insured, and all other persons designated by AAMCO, certificates issued by each of Franchisee's insurers indicating that all required insurance is in full force and effect and will not be terminated or changed without at least thirty (30) days prior written notice from the insurer to each certificate holder. New certificates evidencing renewal of such insurance shall be furnished at least thirty (30) days prior to the date of expiration of each such policy. Within five (5) days of any request by AAMCO, Franchisee agrees to deliver the original of all such insurance policies to AAMCO for examination.

(c) If Franchisee fails to obtain or maintain any insurance policy containing all the coverages, clauses and provisions required under this section, AAMCO may, at its election, obtain and maintain such insurance for and in the name of Franchisee. Within fifteen (15) days of any written request of AAMCO, Franchisee agrees to furnish all information necessary to obtain and maintain such insurance and to pay all costs thereof.

12.2 Indemnity Agreement. Franchisee agrees to protect, defend and to hold harmless and indemnify AAMCO from any and all claims, demands, losses, damages, costs, suits, judgments, penalties, expenses and liabilities of any kind or nature (collectively "Claims"), and to pay to AAMCO all costs, expenses and liabilities which may be associated with such Claims, which are based on or arise out of or relate in any way to the operation or the condition of Franchisee's Center or this Agreement. This agreement to indemnify AAMCO set forth in this section shall be given effect whether the Claim arises indirectly or directly out of the Center's operation, Franchisee's conduct of his business there, the ownership or possession of real or personal property there or from or by any act of negligence, omission or willful conduct by Franchisee or by any of his employees, servants or agents. The minimum amounts of insurance outlined in section 12.1 shall not be construed to limit liability under this section of the Agreement. Franchisee also agrees by this Agreement to pay on behalf of AAMCO any and all fees, costs, or other expenses which AAMCO reasonably incurs as a result of any investigation or defense of any such claim, including reasonable attorneys' fees.

12.3 Independent Contractor and Relationship of the Parties.

(a) Franchisee acknowledges and agrees that the relationship between AAMCO and Franchisee is strictly that of a franchisor and a franchisee and Franchisee is an independent contractor and not an agent, employee, partner or joint venturer of AAMCO for any purpose whatsoever. This Agreement does not create a joint venture, partnership, or agency and any act or omission of either party shall not bind nor obligate the other, except as expressly set forth in this Agreement. Franchisee agrees that he is not authorized in any way to make a contract, agreement or promise, or to create any implied obligation on behalf of AAMCO and agrees not to do so.

(b) Franchisee agrees that, in all public records and in relationships and dealings with third parties, as well as on stationery, letterheads and business forms, to indicate Franchisee's independent ownership of the Center and that Franchisee is a franchisee of AAMCO. Franchisee agrees to conspicuously display both inside and outside the Center a notification that the Center is independently owned and operated.

(c) Franchisee recognizes that AAMCO has entered into this Agreement in reliance upon and in recognition of the fact that Franchisee does and will have full responsibility and authority for the management and operation of the Center; and that Franchisee's success, and that of all Centers, depends on adherence to the highest standards of business practice and on the maintenance of prompt, efficient, courteous, workmanlike and satisfactory service to the public.

13.

13.1 AAMCO Names, Marks and Trade Secrets; Protection of the System.

(a) Franchisee hereby acknowledges the validity of the AAMCO names and marks and that AAMCO is the owner of all right, title and interest in such names and marks. Franchisee agrees that Franchisee will use the AAMCO names and marks only in full compliance with specifications prescribed from time to time by AAMCO and that all such usage and the goodwill established thereby shall inure to the exclusive benefit of AAMCO. Except as expressly

granted in this Agreement, Franchisee acknowledges and agrees that nothing contained in this Agreement shall be construed as giving to Franchisee or to any other person or entity, any right or interest in the AAMCO names and marks, trade secrets, methods, procedures or techniques developed by AAMCO and used in the System. Further, except as provided for herein, nothing contained herein shall be construed as limiting AAMCO's right, title or interest in the AAMCO names and marks, trade secrets, methods, procedures and techniques which are a part of the System or AAMCO's sole and exclusive right to register, to use and to license others to use such names and marks, trade secrets, methods, procedures and techniques.

(b) Franchisee represents, warrants and agrees that:

(1) Franchisee will not contest, directly or indirectly, AAMCO's ownership, title, right or interest in the AAMCO names and marks, trade secrets, methods, procedures and techniques which are a part of the System or contest AAMCO's sole right to register, to use, and to license others to use such AAMCO names and marks, trade secrets, methods, procedures and techniques and any other mark or name which incorporates the word "AAMCO"; and

(2) with the exception of the use of the names and marks in the manner expressly specified and authorized under this Agreement and the registration of a fictitious name solely in connection with the operation of the Center, Franchisee will not use or register or attempt to use or register in Franchisee's name or in the name of any other person or entity any name or mark, corporate name or any designation of any kind using the AAMCO names and marks, or any other materials or electronically transmitted information used in the System.

13.2 Non-Disclosure. Franchisee agrees that, except in the ordinary course of business of the operation of his Center, Franchisee will not disclose or furnish to any person or entity any information or data concerning AAMCO's service program, training, diagnostic and technical materials, operations techniques, advertising or promotion ideas, or concerning the financial status of AAMCO, and that Franchisee will keep and maintain such data, information and materials as trade secrets of AAMCO. Franchisee acknowledges and agrees that AAMCO is the sole owner of all rights to the AAMCO service program, and of all books, manuals or documents provided to Franchisee for the operation of his Center. Franchisee recognizes that AAMCO has expended substantial funds and effort in the development of its service program, training, diagnostic and technical materials, and operating techniques, and Franchisee specifically agrees not to disclose or use AAMCO training or policy manuals, catalogues, lists, forms or aids provided by AAMCO for any purpose other than those permitted by this Agreement.

13.3 Protection of System. If Franchisee learns of any actual or threatened infringement or piracy of the AAMCO names and marks, trade secrets, methods, procedures or techniques used in the System (the "Infringement") or of any infringement or piracy claim made against Franchisee by a party other than AAMCO ("Third Party Claim"), Franchisee agrees to immediately notify AAMCO in writing of the Infringement or Third Party Claim. AAMCO shall have the right to determine what action, if any, to take with respect to such Infringement or Third Party Claim and shall bear the expense of any such action. Franchisee agrees to give his full cooperation in such action if so requested by AAMCO. If Franchisee is named as a party in any legal proceeding brought by a party other than AAMCO for infringement of trade names, trademarks, service marks, copyrights or trade secrets based upon Franchisee's use of the AAMCO names and marks, any such proceeding shall be defended and held harmless in the name of Franchisee, by and at the expense and direction of AAMCO.

14.

14.1 Warranty Program. Franchisee agrees to honor each warranty presented by an AAMCO customer in accordance with its terms, regardless of whether the service was rendered at his Center or at some other authorized AAMCO Center. Franchisee agrees to comply at all times with AAMCO's policies concerning the AAMCO warranty program.

14.2 Warranty Payment Rates. Franchisee shall be entitled under this Agreement to receive from another AAMCO Center the costs of supplies, accessories and parts which Franchisee uses in honoring the warranty, plus a sum of money based on either an hourly rate for labor or a flat fee, depending on the extent of repairs required. The payment rate used in making payments under this section will be determined by AAMCO and published to all franchisees. Franchisee agrees to immediately pay to any other AAMCO Center the amount due to such other Center for honoring of a warranty issued to a customer of Franchisee. If Franchisee fails to pay promptly any amount due under this section, AAMCO shall be entitled to recover such amount from Franchisee for the benefit of the other AAMCO Center, or to credit such other Center for money which may be due and owing to Franchisee for such payments.

14.3 Prohibition Against Other Warranties. Franchisee agrees to make no warranties or guarantees other than those contained in the printed forms of warranty issued or approved by AAMCO. Franchisee acknowledges and agrees such warranties and guarantees are made by Franchisee to the customer and that there are no warranties expressed or implied made by AAMCO to the customer or to Franchisee in connection with any product or service furnished under this Agreement.

15. Telephone Service.

(a) Franchisee acknowledges and agrees that all published telephone numbers and directory listings for the Center are the property of AAMCO. Franchisee may not make any changes to the local carrier, service or account name without the prior written authorization of AAMCO. If AAMCO takes any action pursuant to this section 15, the telephone company and all listing agencies, without liability to Franchisee, may accept this Agreement and the directions by or on behalf of AAMCO as conclusive of the exclusive rights of AAMCO in such telephone numbers and directory listings and its authority to direct their amendment, termination or transfer.

(b) AAMCO may transfer, suspend or remove Franchisee's telephone service for any published telephone numbers appearing under the AAMCO trade name or trademarks in directory listings, advertising and yellow pages advertising in the event of termination, rejection, expiration or rescission of this Agreement.

16. National Fleet Accounts Program.

AAMCO, as part of the System, maintains a national fleet accounts program by which transmissions and other automotive repairs are provided to national or regional fleet accounts at designated AAMCO Centers, at agreed prices and processed through a centralized billing system ("national fleet accounts program"). If Franchisee decides to participate in AAMCO's national fleet accounts program, then Franchisee specifically agrees to accept and perform any automotive repair work that the vehicle may require in accordance with AAMCO's service standards, offer and honor such warranties as are required under AAMCO's agreement with the fleet account, charge and accept payment for all repairs in accordance with the price agreed between AAMCO and the fleet account for the particular type of repair, complete and provide such data, reports and/or documentation as AAMCO may require in administering the national fleet accounts program, and purchase and/or subscribe to any

necessary hardware or software to interface with AAMCO's centralized billing system. Franchisee agrees that AAMCO retains all rights to the software used in connection with the national fleet accounts program.

17. Defaults in Payment and Expenses.

(a) Franchisee agrees to pay all third party costs (and in-house attorneys fees if a legal proceeding is instituted) incurred by AAMCO in collecting franchise fees, advertising fees and all other payments due under this Agreement and in enforcing the provisions of this Agreement.

(b) Franchisee agrees to pay AAMCO a late charge upon all amounts due and owing to AAMCO in an amount equal to one and one-half percent (1-1/2%) of the average unpaid balance per month. If a court of competent jurisdiction determines that the late charge violates any usury or similar law, then the late charge will, instead, be the maximum amount allowed under applicable law. In addition, for each gross weekly business report not received by AAMCO within two (2) weeks from the date on which it was due, Franchisee agrees to pay AAMCO a late charge of ten dollars ($10.00) per report, per week. The payment of any such late charge will not be deemed to allow or excuse delay in the timely submission of reports or in the payment of sums due.

(c) Franchisee agrees that Franchisee is responsible for paying all service charges and other fees resulting from Franchisee's financial institution in connection with EFT including, without limitation, any and all service charges and other fees arising in connection with any EFT by AAMCO that is not honored or processed by Franchisee's financial institution for any reason. Further, Franchisee shall pay AAMCO a fifty dollar ($50.00) charge for reprocessing any EFT not originally honored or processed by Franchisee's financial institution.

(d) If a local advertising group or pool becomes entitled to recover amounts from Franchisee, by virtue of such an action pursuant to section 11 of this Agreement, then Franchisee acknowledges that such group or pool shall be entitled to recover, in addition to any judgment, an amount equal to the costs and reasonable attorneys' fees therefor.

(e) If Franchisee fails to pay for National Creative Advertising and/or Yellow Pages advertising, then Franchisee acknowledges and agrees that AAMCO has the right (1) to direct any publisher of a Yellow Pages advertising directory to omit Franchisee's listing from such directory and (2) to withhold all television and radio tapes from Franchisee, until all sums owed plus interest and any costs of collection, including attorneys' fees, have been paid in full.

18.1 Restrictions on Change of Ownership.

(a) Franchisee agrees that all rights, interests and obligations of Franchisee arising from or under this Agreement are personal to Franchisee and, except as otherwise provided in this section 18, Franchisee shall not, without AAMCO's prior written consent, voluntarily or involuntarily, by operation of law or otherwise, sell, assign, transfer or encumber Franchisee's interest in this Agreement, and/or in the franchise granted hereby, or in the lease for the premises at which the Center is located.

(b) If Franchisee, as an individual, desires to form a corporation, partnership or a limited liability company ("entity") for the operation of the AAMCO Center and to have rights under this Agreement, Franchisee may do so only upon the following terms and conditions:

(1) Franchisee's name remains on the Agreement and the entity is added as a co-franchisee on the Agreement.

(2) The entity is newly organized and its activities are confined exclusively to acting as an AAMCO franchisee under this Agreement.

(3) Franchisee continues to devote his best efforts to the day-to-day operation and development of the franchise and the business of the Center.

(4) Franchisee is the owner of the majority of the stock, partnership interests or membership units of the entity, is the principal executive officer of the entity and has full and complete authority to act for the entity. In the event of the death of Franchisee who is the majority shareholder, partner or member of such entity, then the provisions of section 18.2 below will apply, except that such heir or next of kin must hold a majority interest in the entity, be a principal executive officer of the entity and must have full and complete authority to act for the entity.

(5) All money obligations of Franchisee under this Agreement must be satisfied.

(6) The entity executes a document with AAMCO in such form as shall be approved by AAMCO in which it agrees to be a party to, be bound by all the provisions of this Agreement.

(7) Franchisee remains personally liable in all respects under this Agreement and Franchisee and all officers, directors, shareholders, partners, and/or members of the entity with at least a twenty-five percent (25%) interest execute in form approved by AAMCO a personal guaranty and agreement not to further transfer the stock, partnership interests or membership units, except as otherwise provided for herein.

(8) The entity shall disclose in writing the names and addresses of all of its officers and directors, partners or members and, whenever there is a change in any such officer, director, partner or member, shall immediately notify AAMCO of such change. Franchisee acknowledges that AAMCO has the right to approve the officers, directors, partners and members, which approval shall not be unreasonably withheld, and agrees that any such individual not approved by AAMCO will be immediately removed from such position and shall not be permitted to have any involvement in the operation of the entity or the AAMCO Center.

(c) If Franchisee organizes or has organized a corporation, partnership or limited liability company in connection with the operation of the Center, the shares of stock, partnership interests or membership units shall not be sold, assigned, pledged, mortgaged or transferred without the prior written consent of AAMCO. There may be a sale of all of the shares of stock, partnership interests or membership units of the entity subject to the same conditions listed in subparagraph (b) above to a purchaser, as though the person acquiring were a purchaser under section 18.2 of this Agreement. All ownership certificates shall have endorsed upon them the following:

The transfer of this stock (or membership unit) is subject to the terms and conditions of a Franchise Agreement dated _____, 200__, between AAMCO Transmissions, Inc. and _____

(d) Franchisee agrees that this Agreement may not be transferred by a corporation, partnership or limited liability company by transfer of stock, partnership interests, membership units or by any other means.

18.2 Sale, Assignment or Transfer.

(a) Franchisee agrees to submit to AAMCO a copy of any written offer received to purchase the Center or a statement from Franchisee of the terms of the proposed sale and the identity of any proposed purchaser before execution of an agreement of sale.

(b) If Franchisee dies and his personal representative does not desire to sell the Center, and if under controlling local law, the deceased Franchisee's interests in the Center, and this Agreement are distributable to heirs or legatees who are members of his immediate family and who otherwise would qualify as assignees under the terms of this section, then such attempted assignment by operation of law shall not be deemed in violation of this Agreement, provided that such heirs or legatees accept and fulfill the conditions imposed in section 18.2(c).

(c) If Franchisee desires to sell the AAMCO Center, Franchisee may do so provided that the purchaser is first approved by AAMCO. AAMCO agrees to approve such prospective purchaser if the purchaser has satisfactory credit ratings, has good moral character and has a reputation and business qualifications satisfactory to AAMCO, and provided further that:

(1) all prior, ascertained or liquidated debts of Franchisee in connection with the Center, including all sums due under the Franchise Agreement, specifically without limitation sums owed for franchise fees, local, regional, national, national creative or yellow page advertising, sums owed to an advertising agency, sums due other AAMCO Centers and any amounts due because of a default of any provision of this Agreement are paid concurrently with the assignment, sale or transfer;

(2) all warranty, intershop and customer service obligations of Franchisee in connection with the Center are assumed by assignee, buyer or transferee;

(3) Franchisee is not subject to an uncured notice of default under this Agreement and all monetary obligations to AAMCO or the applicable advertising pool are satisfied prior to or upon a sale, assignment or transfer;

(4) the assignee, buyer or transferee, prior to the effective date of the assignment, sale, or transfer, satisfactorily completes the AAMCO training program required of new franchisees;

(5) the assignee, buyer or transferee executes AAMCO's then current standard franchise agreement for a full fifteen-year term;

(6) Franchisee, assignee, buyer or transferee, prior to the assignment, sale or transfer, pays to AAMCO its then current training fee and franchise issuance fee of six thousand dollars ($6,000) in connection with the administration and approval of such assignment, sale and issuance of a franchise to such assignee, buyer or transferee; and

(7) Franchisee and all shareholders, partners, members or other person or persons having control of a corporate or similar entity shall execute a general release under seal of all Claims in favor of AAMCO and a termination of franchise.

(d) If Franchisee sells his AAMCO Center without the aid or assistance of AAMCO then the purchaser must sign a current form of franchise agreement. The purchaser has the option of signing an agreement for only the balance of Franchisee's term at the franchise fee being paid by Franchisee, or, of signing an agreement for a fifteen (15) year term, the first portion of the term will be for the balance of Franchisee's term at the franchise fee being paid by Franchisee, and the second portion of the term will be for the remainder of the fifteen (15) year term at the franchise fee being charged by AAMCO for new franchises as of the time of the purchase.

(e) If Franchisee has listed his Center with AAMCO or the purchaser has received a presentation from AAMCO's franchise sales department within the past 12 months, then the purchaser must sign a current form of franchise agreement for a fifteen (15) year term at the franchise fee being charged by AAMCO for new franchises as of the time of the purchase.

18.3 Attempted Sale, Assignment or Transfer. If Franchisee attempts to sell, assign or transfer his AAMCO Center without following the procedures required by this Agreement, then any such attempted sale, assignment or transfer is void. In the event that such attempted assignment or transfer is to an entity wholly or partially owned or controlled by Franchisee, then, at AAMCO's option, Franchisee agrees on behalf of the entity that the attempted assignment or transfer shall subject the entity to all the terms and conditions of this Agreement. Franchisee shall remain jointly and severally liable for all obligations and responsibilities of this Agreement, including money owed, despite any such attempted and/or unauthorized sale, assignment or transfer of Franchisee's AAMCO Center.

19.

19.1 Termination.

(a) AAMCO, at is option, and without prejudice to any other rights or remedies which it may have under this Agreement, at law or in equity, may terminate this Agreement by giving written notice to Franchisee upon the occurrence of any of the following:

(1) if Franchisee fails to complete the initial training program to AAMCO's satisfaction, this Agreement will be terminated immediately; or

(2) if Franchisee is delinquent in the payment of the franchise fee or any advertising fee or sum, or any other payment due AAMCO or under this Agreement;

(3) if Franchisee shall be adjudicated a bankrupt or declared insolvent; if a temporary or permanent receiver of Franchisee's property or any part thereof is appointed by a court of competent authority; if Franchisee makes a general assignment for the benefit of Franchisee's creditors; if execution is levied against Franchisee's business or property; if Franchisee abandons the Center or ceases its operation for a period of more than five (5) consecutive business days;

(4) if Franchisee sells or attempts to sell, transfer or assign rights in the Center and/or under this Agreement without the approval of AAMCO as required by this Agreement;

(5) if Franchisee terminates or attempts to terminate or rescind this Agreement for any reason;

(6) if Franchisee fails to make any payments to an advertising agency and/or a local advertising group or pool or to make any other advertising payment required by section 11 of this Agreement;

(7) if Franchisee defaults in the performance of any of the other terms, conditions and obligations of this Agreement or of his lease for the premises at which the Center is located.

(8) if, Franchisee breaches paragraph 8(a) or 8(c).

(b) Upon receipt of notice pursuant to section 19.1(a), Franchisee shall have ten (10) days within which to cure completely any default based on a failure to make any payment required under any provision of this Agreement or based on ceasing to operate the Center for a period of five (5) consecutive business days. For any other default, except as set forth below in sections 19.1(c) and (d), Franchisee shall have thirty (30) days within which to cure completely any such default. Failure of Franchisee to effect such cure within the cure period shall result in the immediate termination. It shall be Franchisee's responsibility to advise AAMCO of attempts to cure any default.

(c) Notwithstanding anything contained herein to the contrary, AAMCO shall not be required to give Franchisee notice in the case of a default under this Agreement or to afford Franchisee any period within which to cure the default, if, within twelve (12) months immediately preceding the occurrence of such default, Franchisee has been given notice of the same default under Section 8(a); 8(b); 8(i); 8(j); 8(l) or 8(o) of this Agreement or notice of failure to pay any sum under this Agreement when due on three (3) prior occasions, whether or not such default has been cured. In such event, AAMCO may terminate this Agreement immediately and without prior notice of such default.

(d) Any notice of termination which is based, in whole or in part, upon the fraudulent acts of Franchisee or on Franchisee's failure to deal honestly and fairly with AAMCO or with any customer of the Center or upon a breach of section 8.1(a) or (c), shall be effective upon receipt by Franchisee, and the provisions of section 19.1(b) shall not be applicable thereto.

(e) If there are now, or hereafter shall be, other franchise agreements and/or notes, security agreements, other debt instruments, or other agreements in effect between AAMCO and Franchisee, a default by Franchisee under the terms and conditions of this or any other of such agreements shall, at the option of AAMCO, constitute a default under all such agreements.

19.2 Effect of and Procedures after Termination.

(a) Franchisee agrees that upon the termination or expiration of this Agreement for any reason, including, without limitation, termination upon the expiration of its current term by virtue of Franchisee's failure to renew as provided in section 3 (sometimes herein "expiration"), Franchisee shall cease to be an AAMCO franchisee and shall:

(1) promptly pay AAMCO all amounts due and owing under this Agreement;

(2) immediately and permanently discontinue the use of all AAMCO names and marks, signs, structures, all forms of advertising, telephone listings and service, manuals, software and all materials and products of any kind which are identified or associated with the System or AAMCO and return all such materials and products, including without limitation, the Operator's Manual, to AAMCO;

(3) thereafter make no representations or statements for commercial benefit that Franchisee is or ever was in any way approved, endorsed, associated or identified with AAMCO or the System in any manner whatsoever or that Franchisee is a former AAMCO franchisee; provided, however, Franchisee shall reimburse AAMCO for all customer

warranty repairs made within an applicable warranty period arising from work performed at the Center;

(4) immediately take all steps necessary to amend or terminate any registration or filing of any fictitious name or any other registration or filing containing the AAMCO names and marks in order to effectuate the removal of the AAMCO names and marks from such registration or filing; and

(5) thereafter refrain from establishing any HTML or other link between any web site created, maintained or used by Franchisee and AAMCO's home pages(s) or other part of its web site(s).

(b) Upon termination or expiration, AAMCO shall have the option to purchase all of Franchisee's right, title and interest in the Center and all equipment contained therein. If AAMCO intends to exercise its option, AAMCO shall notify Franchisee of such intention within ten (10) days of the time of termination or in the case of expiration, within ten (10) days prior to the expiration of the current term of this Agreement. The full purchase price of the Center shall be:

(1) in the case of expiration, the fair market value of the equipment and parts then located at the Center less all outstanding liabilities of the Center;

(2) in the case of all other terminations, the lesser of the fair market value of the equipment and parts then located at the Center or Franchisee's cost, less depreciation on the equipment computed on a fifteen (15) year straight line basis, less all outstanding liabilities of the Center. AAMCO shall have the right to withhold from the purchase price funds sufficient to pay all outstanding debts and liabilities of the Center and to pay such debts and liabilities from such funds. If such liabilities exceed the purchase price of the equipment and parts, AAMCO shall apply the purchase price in such manner as AAMCO, in its sole discretion, shall determine. In no event, however, shall AAMCO become liable for any of the debts and liabilities of Franchisee or the Center and Franchisee shall remain responsible for all outstanding debts and liabilities of the Center which remain unsatisfied subsequent to the distribution by AAMCO of the purchase price funds;

(3) "Fair Market Value" as used in this section 19.2, shall be determined by an appraisal from an independent third party acceptable to both AAMCO and Franchisee, the costs of which shall be borne equally by AAMCO and Franchisee.

(c) If, within five (5) days after termination or expiration, Franchisee fails to remove all displays of the AAMCO names and marks and any other materials of any kind from the Center which are identified or associated with the System or AAMCO, AAMCO may enter the Center or premises to effect such removal. In such event, AAMCO shall have no liability to Franchisee therefor, nor shall AAMCO be accountable or required to pay for such displays or materials.

(d) If, within three (3) days after termination or expiration, Franchisee has not taken all steps necessary to amend, transfer or terminate telephone listings and service, any registration or filing of any fictitious name or any other registration or filing containing the AAMCO names and marks, Franchisee hereby irrevocably nominates, constitutes and appoints AAMCO or any prothonotary, clerk of court, or attorney of any court of record as his true and lawful attorney for him and in his name and on his behalf to take all such action as may be necessary to amend, transfer or terminate all such telephone listings and service, registrations and filings of such fictitious name or any other registration or filing containing the AAMCO names and marks, without liability to Franchisee for so doing. If any action is required to be taken by or on behalf of

AAMCO pursuant to this subsection 19.2(d), the telephone company and all listing agencies and publishers, without liability to Franchisee, may accept this Agreement and the directions by or on behalf of AAMCO as conclusive of the exclusive rights of AAMCO in such telephone numbers and directory listings and its authority to direct their amendment, termination or transfer and Franchisee hereby releases and waives any claim of any kind that Franchisee may have against any telephone company, publisher or listing agency as a result of their implementing the transfer, amendment or termination set forth herein.

(e) Termination or expiration of this Agreement shall not affect, modify or discharge any claims, rights, causes of action or remedies, which AAMCO may have against Franchisee, whether under this Agreement or otherwise, for any reason whatsoever, whether such claims or rights arise before or after termination or expiration.

(f) Franchisee hereby irrevocably authorizes AAMCO to enter upon and take possession of the Center and to take, in the name of Franchisee, all other actions necessary to effect the provisions of this section, and any such entry or other action shall not be deemed a trespass or other illegal act, and AAMCO shall not be liable in any manner to Franchisee for so doing.

20. Covenant Not-to-Compete. Franchisee acknowledges that as a franchisee of AAMCO and a participant in the System, Franchisee will receive or have access to confidential information and materials, trade secrets, and the unique methods, procedures and techniques developed by AAMCO. Franchisee further acknowledges that the development of the marketplace in which his Center is located is solely as a result of the AAMCO name and marks. Therefore, to protect the System, the AAMCO name and marks and AAMCO, and to induce AAMCO to grant Franchisee the franchise set forth in this Agreement, Franchisee represents and warrants:

(a) Except for the business contemplated by this Agreement or except as approved by AAMCO pursuant to section 8(e) above, during the term of this Agreement, Franchisee shall not engage in any business the same as, similar to, or in competition with any Center, AAMCO or the System.

(b) For a period of two (2) years after the termination of this Agreement for any reason, which two-year period shall not begin to run until Franchisee commences to comply with all obligations stated in this section 20, Franchisee shall not:

(1) within a radius of ten (10) miles of Franchisee's former Center and ten (10) miles of any other Center in operation at the time of termination or any Center that has commenced operation during the two-year period, begin or engage in any business the same as, similar to or in competition with such Center, except for a business previously approved by AAMCO pursuant to section 8(e); or

(2) within the territorial boundaries of the United States, Canada, Mexico, Puerto Rico, Australia, and the Virgin Islands, as a licensor, franchisor, or similar organization, engage in any business, the same, similar to, or in competition with, AAMCO or the System, except for a business previously approved by AAMCO pursuant to section 8(e) above.

(c) As used in subsections 20(a) and 20(b) above:

(1) "engage in" shall include, but not be limited to, activities, whether direct or indirect, as an individual proprietor, partner, shareholder, director, officer, principal, broker, agent, employee, consultant, lender, unless such activities are directly as a result of the sale of the AAMCO Center pursuant to this Agreement; and

(2) "in competition with" shall include, but not be limited to:

(i) the request of any present or future supplier, customer or operator of a Center to curtail or cancel its business relationship with any Center, AAMCO or the System, (ii) the disclosure of the identity of any past, present or future customer, supplier or operator of any Center, and (iii) the solicitation, canvassing or the authorization of any other person to solicit or canvass any past, present or future customer, supplier or operator of a Center. As used in this section 20(c)(2), "future supplier, customer or operator" shall mean a supplier, customer, or operator who will have had a business relationship with a Center, AAMCO or the System during the term of this Agreement or during a period of one (1) year following the termination of this Agreement.

(d) Franchisee acknowledges that, in view of the nature of the System, the business of AAMCO, and the strength of the AAMCO names and marks, the restrictions contained in this section 20 are reasonable and necessary to protect the legitimate interests of the System and AAMCO and that any violation of such restrictions will result in irreparable injury to the System or AAMCO. Therefore, Franchisee acknowledges that, in the event of such violation, AAMCO shall be entitled to preliminary and permanent injunctive relief and damages as well as an equitable accounting of all earnings, profits, and other benefits arising from such violation, which remedies shall be cumulative and in addition to any other rights or remedies to which AAMCO shall be entitled, and the arbitration provision of section 28 shall not apply to any equitable proceeding seeking enforcement of the provisions of this section 20. If Franchisee violates any restriction contained in this section 20, and it is necessary for AAMCO to seek equitable relief, the restrictions contained herein shall remain in effect until two (2) years after such relief is granted.

(e) Franchisee agrees that the provisions of this covenant not-to-compete are reasonable. If, however, any court should hold that the duration or geographical limits of any restriction contained in this section 20 are unreasonable, the parties agree that such determination shall not render the restriction invalid or unenforceable, but that such restriction shall remain in full force and effect for such duration and within such geographical limits as the court shall consider reasonable.

21. No Waiver.

Waiver by AAMCO or Franchisee of any violation or default under this Agreement shall not alter or impair either party's right with respect to any subsequent violation or default nor shall any delay or omission on the part of either party to exercise any right arising from such violation or default alter or impair such party's rights as to the same or any future violation or default. An acceptance by AAMCO of any payment from Franchisee after the date on which such payment is due shall not operate as a waiver of Franchisee's default or violation hereunder nor alter or impair AAMCO's rights with respect to such violation or default.

22. Successors.

Except as otherwise specifically set forth in this Agreement, this Agreement shall inure to and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns. AAMCO shall have the right to assign its rights, interests and obligations under this Agreement, provided that the assignee shall agree in writing to assume all obligations undertaken by AAMCO under this Agreement.

23. Notice.

Whenever this Agreement requires notice, it shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, or by a recognized overnight carrier addressed to the party to whom it is directed at the address set forth above or at such other address as one party shall provide to the other in writing. All notices shall be effective three (3) business days after being deposited, postage prepaid, or upon the date of actual receipt or rejection, whichever shall occur first.

24. Risk of Operations.

Franchisee acknowledges that there are uncertainties inherent in all business ventures. Franchisee acknowledges that Franchisee has conducted a thorough and independent investigation and, based on that investigation, desires to enter into this Agreement and undertake the business of owning and operating an AAMCO Center. Franchisee agrees and acknowledges that, except as specifically set forth in this Agreement, no representations or warranties, express or implied have been made to Franchisee, either by AAMCO or anyone acting on its behalf or purporting to represent it, including, without limitation any such representations or warranties relating to the prospects for successful operations, the level of business, sales or profits that Franchisee might reasonably expect, the desirability, profitability or expected traffic volume or profit of the Center (whether or not AAMCO assisted Franchisee in the selection of the location of the Center), the costs of equipping or the amount or type of equipment necessary or appropriate to the operation of the Center or as to the quality of any products or services to be sold by Franchisee to its customers. Franchisee acknowledges that all such factors are necessarily dependent upon variables beyond AAMCO's control, including without limitation, the ability, motivation and amount and quality of effort expended by Franchisee.

25. Severability.

If any portion, term or provision of any section of this Agreement shall be decided by any court to be in conflict with the law of any state or jurisdiction, the conflicting term or provision shall be construed in accordance with the specific provisions of the applicable law, and the remaining portions, terms or provisions of the section, as well as the remainder of this Agreement, shall remain in full force and effect.

26. Jurisdiction, Venue and Controlling Law.

26.1 This Agreement and all related agreements have been entered into in the Commonwealth of Pennsylvania and any matter whatsoever which arises out of or is connected in any way with the Agreement or the franchise granted shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

26.2 With respect to any legal proceedings arising out of or connected in any way to this Agreement or the franchise, Franchisee and AAMCO consent to the jurisdiction and venue of any court of general jurisdiction of Montgomery County, Pennsylvania or the United States District Court for the Eastern District of Pennsylvania, and any legal proceedings arising out of this Agreement shall be brought only in such courts and not in any other courts. The parties further agree that the mailing by certified or registered mail, return receipt requested or by an overnight carrier service that provides a receipt to such party's last known address of any process shall constitute lawful and valid process.

26.3 In any court proceeding brought by either party arising out of or based upon this Agreement or its performance, the prevailing party shall recover all court costs, attorneys' fees and other expenses relating to such proceeding from the non-prevailing party.

27. JURY WAIVER.

FRANCHISEE AND AAMCO HEREBY AGREE THAT THEY SHALL AND HEREBY DO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF THEM, OR IN ANY MATTER WHATSOEVER WHICH ARISES OUT OF OR IS CONNECTED IN ANY WAY WITH THIS AGREEMENT OR ITS PERFORMANCE.

28. Mediation and Arbitration.

(a) Non-binding mediation of disputes, controversies or claims arising out of or related to this Agreement shall be conducted, solely at Franchisee's option, in Philadelphia, Pennsylvania, Chicago, Illinois or Bethesda, Maryland in accordance with established procedures.

(b) All disputes, controversies or claims arising out of or relating to this Agreement shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association or its successor, except for termination by AAMCO which is based, in whole or in part, upon the fraudulent acts of Franchisee or Franchisee's failure to deal honestly and fairly with any customer of the Center or Franchisee's failure to accurately report his gross receipts to AAMCO or actions for equitable relief related to the uncured misuse of proprietary marks, confidential information or other intellectual property of AAMCO or Franchisee's non-compliance with the covenant not-to-compete. Arbitration shall be conducted in Philadelphia, Pennsylvania, unless otherwise agreed to by the parties. The decision of the Arbitrator shall be final and binding on the parties and judgment upon the award may be entered in any court having jurisdiction. Each party shall be responsible for the payment of its legal expenses and the fees and expenses of arbitration except that the fee of the Arbitrator shall be paid by the non-prevailing party. The Arbitrator shall have no authority to alter or modify any provision of this Agreement or to render an award which by its terms results in such an alteration or modification. The parties specifically acknowledge and agree that no class action claims shall be filed in any such arbitration proceeding pursuant to the terms of this Agreement.

29. Entire Agreement.

This Agreement contains the entire agreement of the parties, and supersedes, cancels, and revokes any and all other agreements between the parties relating to the subject matter of this Agreement. There are no representations, warranties, promises or inducements, either oral or written, except those contained in this Agreement. Except as set forth in section 7.1, this Agreement may be modified only by an agreement in writing signed by the party against whom enforcement of such modification is sought.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal on the date first above written.

AAMCO Transmissions, Inc.

By: _____

_____
Franchisee:

_____
Franchisee:

_____
Franchisee:

Appendix 9.2 (p. 1 of 3)
Required – must purchase from AAMCO

ITEM	Qty
Twin Post Automotive Lift As Per Vendor Specs	5
Truck lift adapter set	5
Install For lifts twin post	5
Four Post Automotive Lift As Per Vendor Specs	1
Install For lifts four post	1
Air Stations - Shop Air/Elect on lifts	3
Air Compressor - 7 1/2 hp/ 80 gal/ 23.1 cfm@175psi	1
Power Pusher HD w/Batteries	1
Transmission Cleaning Machine (cooker)	1
Cleaning Compound 50lb	1
AAMCO Approved Parts Cleaner / Recycler large	1
Small Parts Cleaner - 12 gal	1
Battery, Starter & Charging System Tester	1
Battery Charger / Booster Wheel Style	1
Portable Jump Pack Power Supply	1
OBDII HD Memory Saver Unit	2
AAMCO Approved OBDII Diagnostic Scanner Syst	1
Euro Kit Activation & Adapters	1
OBDI Adapter Kit 1 with OBDI Data Cable	1
A/C Recycling System Hybrid Approved & Supplies Pkg	1
Refrigerant Identifier System - Pass/Fail	1
Smoke machine Emiss/ Evap System Kit w/ Adapters	1
Radiator Flush Unit	1
Trans Flush Exchanger	1
Transmission Cooling Line Flush Machine	1
Fuel Induction & Injector cleaning System.	1
Trans Work Benches - Metal 72Lx36Dx34H	5
Hi-Rise Transmission Jack 1/2 Ton (1,000-lb) capacity	2
Jack Adaptor for Trans Jack	1
Floor Jack 2 1/2 ton	1
High Stands 74" 1 ton capacity each	4
Jack Stands 6 ton Pair	1
Special Tool pkg for Trans Builder	1
Air Hoses / Coiled Builders Room	2
Air Hoses 3/8x25'	6
Air Coupler Package	1
Tire Inflator w/ Gauge	1
Drop Lights - Fluorescent on 40' reel	5
Safety Goggles	4

ITEM	Qty
Hydraulic Press w/ Separator - 20 ton	1
Suspension Strut Compressor	1
Torch Set - Oxy/Acet Kit	1
Front Axle Tool	1
Trans Snap Ring Remover (foot press)	1
Foot Press Adapter - Adjustable	1
Bushing Drivers - Master Set 26pc	1
First Aid Safety Kit - OSHA	1
Eye Wash Station - OSHA	1
Spill Response Kit - EPA	1
Spill Response Pads 200 - EPA	1
Locking Storage Cabinet	1
HD Storage System 60x20 9 trans / unit	2
Parts Shelves 36x12 Closed 400lb	4
Parts Shelves 36x18 Closed 400lb	2
AAMCO Technical Video Training Set	1
AAMCO Technical Reference Manuals Set	1
AAMCO Direct Tech PRO w/ ALLDATA	1
AAMCO FOCUS GOLD Shop Management Software	1
AAMCO FOCUS GOLD SUPPORT - Annual	1
AAMCO FILEMAKER PRO - Networking	3
Phone System 3 line 3 station	1
Cordless Phone 3 line	1
Digital On Hold Message System	1
AAMCO Counter Pod - Triangular	1
AAMCO CSM Office Desk	1
AAMCO Cube End Table	1
AAMCO Chair, Black Arm Upholstered	6
AAMCO Unified Repair Orders qty 1000	2
AAMCO Customer Reception Pads	1
AAMCO Outside Sales- Hard Account Folder	50
AAMCO Outside Sales- Trans Guide	50
AAMCO Outside Sales- Fleet Brochures (each)	50
AAMCO Outside Sales- Soft Account Tri-Fold Pk 50	1
AAMCO Outside Sales- MPI Coupon Book	20
AAMCO TCC - MPI Form Pk100	1
AAMCO TCC - MPI Brochure Pk50	1
AAMCO TCC - Warranty Brochure Pk50	1
AAMCO TCC - Fluid Change Brochure Pk50	1

Appendix 9.2 (p. 2 of 3)

Required – must purchase from AAMCO (continued)

ITEM	Qty
Drum Dolly - 55gal	1
Trans Cart / w parts basket - 30Lx22Dx34H	2
Bench Vise - Steel - 6" jaw	1
Trans Holding Fixtures - UNIV Rear Whl Drive	1
Trans Holding Fixtures - UNIV Front Whl Drive	1
Trans Holding Fixtures - GM	1
Barrel Pump - Rotary Hand	1
Fluid Evacuator and Refill Unit	1
Fluid Dispenser Adapter Kit	1
Bench Grinder	1
Grinder Stand	1
6 Qt Oil Dispenser	2
2pc Funnel	2
Tank Funnel	1
Drain Pan	1
High Rise Drain - self evac w/square funnel - 24gal	1
High Rise Drain Can	1
High Rise Drain Can Funnel	1
Van/FWD Engine Hanger	1
HD Engine Hanger	1
Arbor Press 3 ton	1
Arbor Press Stand	1

ITEM	Qty
AAMCO TCC- Car Delivery Book Pk50	1
AAMCO TCC - Oil Change Stickers Rl100	1
AAMCO TCC - Key Tags Pk500	1
AAMCO Six panel plastic holder	1
AAMCO Warranty books qty 50	1
AAMCO Warranty envelopes qty 50	1
AAMCO Telephone Procedure Pad	1
AAMCO Floor mats Pk250	1
AAMCO Hang tags Pk1000	1
AAMCO Clip Board	4
AAMCO R/O Racks	3
AAMCO Logo Patches	20
AAMCO Supplies Pkg (estimate)	1
AAMCO Clock	1
AAMCO Automatic Trans Policy Poster	1
AAMCO Manual Trans Policy Poster	1
AAMCO Sprag Rotation Chart-Domestic	1
AAMCO Sprag Rotation Chart-Import Asian	1
AAMCO Sprag Rotation Chart-Import European	1
AAMCO Office and Shop Material Shipping	1
AAMCO Advertising for opening PKG 3	1
AAMCO Signs Initial Estimate	1

Required – may purchase from AAMCO

ITEM	Qty
Oil Storage Tank 275gal ATF single wall - Check Req	1
Waste Oil Storage Tank 275g single wall - Check Req	1
Mech Work Benches - welded steel 72Lx36Dx34H	3
Dirty Rag Receptacle	1
Air Operated Grease Gun	1
5 Gal Bucket Lever Pump	1
AAMCO IT Package - PC/Printer/Fax etc. - EST	1
TV / DVD Combo Unit for Tech Videos	1
Owners Office Desk	1
Cooling system pressure test kit	1
Portable air tank	1
Torque sticks for lug nuts	1
Fuel Injection test kit	1

ITEM	Qty
Owners Office Chair	1
CSM Office Chair	1
Shop Tech Office Chair	1
Shop Tech Desk	1
Towel Dispenser	2
File Cabinet - 4 drawer w/ Lock - Letter	1
File Cabinet - 4 drawer - w/ Lock - Legal	1
Office Waste Containers	3
Brake bleeder Unit w/ Attachments	1
Floor Squeegee	1
Mop and Bucket	1
Floor brooms	2
Hub Bearing Puller Kit	1

Appendix 9.2 (p. 3 of 3)

Optional

ITEM	Qty
Air Operated Rolling Jacks for 4 post	2
OBDII Diagnostic Scanner Syst Upgraded	1
Euro Kit Activation & Adapters Upgraded	1
Import Enhanced CAN & OBD Diagnostic Scanner	1
ECM Re-Programming Unit - J2534	1
Trans Flush - Dual Mode System	1
Oil Storage Tank 275gal ATF double wall - Check Req	1
Waste Oil Storage Tank 275g double wall - Check Req	1
Waste Oil Heater - 300,000 BTU	1
Waste Oil Install Acc. - tank/stand/chimney	1
Gas Tank Adapter for High Rise Jack	1
Hydraulic Portable Material Handler- Tailgate Height	1
Portable Engine Crane	1
Axle puller slide hammer	1
Drill press	1
Bulk aerosol sprayers	3

ITEM	Qty
Complete Lighting & Power Pkg Portable & Wired	1
UNI-Dolly - Car Mover	1
Wheel Dolly - hydraulic each	4
Deluxe Wall Mounted First Aid Kit	1
Extra shelves 36x12 3pk 400lb	1
Extra shelves 36x18 3pk 400lb	1
Parts Boxes 4.25h x 2.25w x 11d	25
Parts Boxes 4.25h x 4.25w x 11d	25
Parts Boxes 4.25h x 6.25w x 11d	25
Parts Boxes 4.25h x 8.25w x 11d	25
Additional Phone Handsets	1
AAMCO Coffee Bar	1
AAMCO Advertising for opening PKG 5000	1
Multi Meter CATIII Hybrid Approved	1
High Voltage Insulated Glove Set w/ Storage Hybrid	1
Pressure washer	1

Exhibit A-3

Lease Rider

This Rider is attached to and is part of the lease between [Landlord name] ("Lessor") and [Franchisee name] (Lessee) dated [Lease date] for the premises located at [property address] ("Lease") and shall remain in effect and apply to any and all renewals, extensions or replacement leases between Lessor and Lessee or their respective heirs, successors and/or assigns.

CONDITIONAL ASSIGNMENT. Lessee hereby conditionally assigns all of the Lessee's right, title and interest in this Lease to AAMCO Transmissions, Inc. ("AAMCO"). This assignment shall become effective only upon occurrence of both of the following conditions.

1. Termination, Rejection or Rescission (but specifically not Expiration or non-renewal) of the Franchise Agreement between AAMCO as franchisor and Lessee as franchisee for the operation of an automotive repair center at the leased premises, and

2. Exercise by AAMCO within thirty (30) days after termination or rescission of the Franchise Agreement of its option to assume the obligations of and to replace Lessee as the lessee under this Lease as provided in the Franchise Agreement.

Lessor hereby consents to this conditional assignment and hereby agrees that if the conditional assignment becomes effective, AAMCO shall thereafter be substituted for Lessee as the lessee under this Lease. Lessee shall be relieved of all liability accruing under this Lease after the effective date of this assignment, but shall not be relieved of any liability for prior defaults. AAMCO shall not be responsible for the prior defaults of Lessee and shall have the right to reassign this Lease to a new franchisee of the location. In the event of such reassignment, AAMCO shall be relieved of all liability accruing under this Lease after the date of such reassignment.

Lessor agrees to give AAMCO thirty (30) days prior written notice of its intention to re-enter and repossess the premises and to cancel the Lease on account of Lessee's default of any of the terms, conditions or provisions of the Lease. During this thirty (30) day period, AAMCO may cure such default or otherwise exercise its right under this conditional assignment.

In the event that Lessee fails to exercise its option under this Lease to renew the Lease before its expiration, Lessor agrees to notify AAMCO in writing of Lessee's failure to renew the Lease and AAMCO shall then have thirty (30) days from receipt of such notice to exercise any option to renew and to replace Lessee as the lessee under the Lease.

Lessee agrees that, at such time as AAMCO exercises its option to become the lessee under this lease, Lessee will immediately vacate the premises without removing any equipment, parts, or supplies except as authorized in the Franchise Agreement and will permit AAMCO to enter upon and take possession of the premises.

Lessor agrees that it will rely solely upon written notice by AAMCO of the termination or rescission of the Franchise Agreement and written notice by AAMCO expressly stating that AAMCO has exercised its option to become the lessee under the Lease and that such express written communications are the only method by which the option may be exercised by AAMCO. Lessor is relieved of any and all liability to Lessee for any action it takes in relying upon such written notices by AAMCO.

Lessor and Lessee agree that this Rider shall remain in effect and apply to any and all Lease renewals, Lease extensions or replacement leases between Lessor and Lessee, or their respective heirs, successors and/or assigns. Any change to the Lease terms or any replacement lease between the parties, their respective heirs, successors and/or assigns, which seeks to change, extinguish or in any way limit the rights accorded AAMCO under this Rider shall be ineffective and void as against AAMCO unless approved in writing by AAMCO.

WAIVER OF SUBROGATION. Lessor and Lessee hereby waive any and all rights of action for negligence against each other which may hereafter arise for damage to the demised premises or to property contained therein resulting from any fire or other casualty of the kind covered by a standard fire insurance policy with an extended coverage and vandalism and malicious mischief endorsement, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Lessor and Lessee.

WAIVER OF LIENS. Lessor agrees to sign one or more releases and waivers of liens commonly known as a Landlord's Waiver waiving its Landlord's lien on any or all equipment installed in these premises by Lessee and financed by the vendor or any lending institution, such releases and waivers of liens to be on forms supplied to Lessor by Lessee.

AAMCO Transmissions, Inc.

By: _____

Lessor:

_____

Lessor:

_____

Lessee:

_____

Lessee:

_____

Exhibit A-4
Sample Advertising Pool Commitment Letter

AAMCO Dealers Advertising Pool
c/o AAMCO Transmissions, Inc.
201 Gibraltar Road, Suite 150
Horsham, Pennsylvania 19044

To Whom It May Concern:

Please accept this letter as evidence of my commitment to the requirement that I, as an AAMCO franchisee, participate in and cooperate with my local advertising pool and program.

A. I acknowledge that advertising is necessary to the successful operation of my business as an AAMCO dealer.

B. I acknowledge that advertising by other AAMCO dealers within my marketing area directly benefits my AAMCO center.

C. I acknowledge the legal, business and other responsibilities to approve, cooperate and participate in the advertising program established by the other AAMCO dealers in my marketing area, as such programs are approved by AAMCO Transmissions, Inc.

D. I agree that should I be in default of any money due my local AAMCO Dealers Advertising Pool, or should I fail to participate in an advertising program and make payment for it, I shall be subject to a delinquency charge and pay interest at the highest contract rate permitted by law to be computed in addition to my actual billing, plus any legal and attorney's fees incurred in the event suit must be commenced against me because of a violation of this Agreement.

E. I agree that I will submit any and all information required to administer the local AAMCO dealers advertising program in my area and will submit such information to the group authorized to administer the local advertising program.

F. It is further agreed and understood by and between me and the _____AAMCO Dealers Advertising Pool that I contract for a period equal to the duration of my Franchise Agreement with AAMCO and any renewals thereof, to participate in and to be responsible for the payment of advertising on this local level as determined by my advertising pool. I acknowledge that the benefit that I am deriving and will derive from participating in local advertising and my concurrent responsibility for payment of my share of local advertising shall begin at the end of the first full week .

G. After the actual opening of my AAMCO center. I further agree to execute any agreements presently in use by said local AAMCO Dealers Advertising Pool. The amount of payment for such advertising shall be as follows:

1. Existing percent or flat rate formula, if applicable

2. Existing minimum weekly contribution

3. Existing maximum weekly contribution

H. I acknowledge that the above amount(s) may be changed by the local AAMCO Dealers Advertising Pool according to its standard procedure and I agree to be bound by any such change(s).

I. To secure my responsibility to make the necessary payments for an initial period of two (2) years, I hereby agree to execute a Note, secured with the appropriate collateral, and including an acceleration clause for payment in the event of a default, to be paid on a monthly basis to enforce my financial responsibility under the terms of this Agreement. The Note is to be drawn under the appropriate requirements of my local jurisdiction and is to be made in favor of my AAMCO Dealers Advertising Pool. I acknowledge that the two-year period of the Note in no way affects my 15-year obligation under the Franchise Agreement in regard to all aspects of local advertising, including payment therefor. If requested to do, I further agree to execute additional Notes payable to my local AAMCO Dealers Advertising Pool to secure the remaining years of my local advertising obligation. If my local Advertising Pool elects (or has elected) to require weekly payments via Electronic Funds Transfer ("EFT"), then I agree to provide the required information along with my signature to have such payments made via EFT.

I further agree to continue to participate in the local AAMCO Dealers Advertising Pool for the duration of my Franchise Agreement.

Date:_____ _____
Franchise –

Date:_____ _____
Franchise –

AAMCO DEALERS ADVERTISING POOL

By:_____
Authorized Representative

Exhibit A-5
Sample Advertising Pool Installment Note

INSTALLMENT NOTE

$ _____ Dated:

FOR VALUE RECEIVED, I (we) jointly and severally promise to pay to the order of the _____ AAMCO Dealers Advertising Pool ("Ad Pool") _____ dollars in 104 successive weekly installments of $_____, the first installment payable at the end of the first week after the date of the opening of Franchisee's AAMCO Transmissions center located at _____.

The obligation of payment of the above installments when due shall cease as of the date that Franchisee ceases to be an AAMCO Transmissions franchisee and signs the necessary Termination of Franchise and other documents intended to terminate his AAMCO Franchise; provided, however, that the termination of Franchisee's franchise shall not relieve him from any liability for payment of the above installments which may have become due and payable prior to said termination. So long as I (we) continue to be an AAMCO Transmissions franchisee, at the conclusion of the previous term of 104 weeks, this Installment Note will automatically renew for another term of 104 weeks, during which I (we) promise to pay to the order of Ad Pool 104 successive weekly installments in the amount of the last weekly advertising assessment that was to be paid and was due from me (us) prior to the expiration of the previous 104 week term of this Installment Note. Payment of this Note must be made via Electronic Funds Transfer if so required by the Ad Pool.

PROTEST WAIVED. On non-payment of any installment when due, all remaining installments in the current 104 week term of this Installment Note shall, at the option of the holder, become immediately due and payable. I (we) agree to pay if this note is placed in the hands of an attorney for collection, a reasonable attorney's fee of 18% of the amount due and owing on the defaulted note. And to secure the payment of that amount I (we) hereby authorize, irrevocably, the Prothonotary, Clerk of Court, or any Attorney of any Court of Record to appear for me (us) in such Court, term time, or vacation, at any time before or after maturity and confess judgment, or a series of judgments, without process in favor of any holder of this note, with or without the filing of an Averment or Declaration of Default, for such amount as may appear to be unpaid thereon, together with charges, costs and attorney's fees, as above provided, and waive and release all errors which may intervene in any such proceedings and waive all right of appeal and consent to immediate execution upon such judgment nor shall any bill in equity be filed to interfere in any manner with the operation of such judgment, hereby ratifying and confirming all that said Attorney may do by virtue hereof, and waiving and releasing benefit of all appraisement, inquisition of real estate, hereby voluntarily condemning said real estate and authorizing the entry of such condemnation upon any writ issued, stay of execution and all rights under the exemption laws of any State, now in force, or hereafter to be passed.

_____ _____(Seal)
Witness Franchisee –

Exhibit A-6
Sample Advertising Pool Agreement

ADVERTISING POOL AGREEMENT

This Agreement is made this _____ day of 201_, by and among the licensed AAMCO franchisees (hereinafter "Members") in the Designated Market Area ("DMA") of _____, as determined by Nielson or a comparable rating service.

WHEREAS, the parties are all presently licensed franchisees of AAMCO Transmissions, Inc. ("ATI") pursuant to individual Franchise Agreements with ATI, operating and maintaining AAMCO Transmissions repair centers in the _____ DMA (hereinafter "Area"):

WHEREAS, each party is required by his Franchise Agreement with ATI to participate in a local advertising program;

WHEREAS, each party by his Franchise Agreement with ATI agreed to adhere to a local advertising budget and to pay his proportionate share of such budget;

WHEREAS, the parties, for their mutual benefit, desire to formally record their enforceable agreement respecting their obligations for, and contributions to a budget for a local advertising program.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. Formation of AAMCO Dealers Advertising Association

The parties form a non-profit, unincorporated association to be known as the _____ AAMCO Dealers Association (hereinafter "Association" or "Pool"). The purpose of this Association shall be:

A. to promulgate a unified and continuing advertising program in the Area;

B. to administer and supervise that program and to enforce this Agreement;

C. to regulate the manner in which advertising costs will be shared in the best interests of the parties hereto;

D. to collect assessments from Members to pay those costs; and

E. to pay those costs incurred by such advertising.

All parties to this Agreement shall be Members of the Association formed. All future licensed AAMCO franchisees in the covered Area shall have membership in this Association upon execution of their AAMCO Franchise Agreement and a copy of this Agreement. All parties agree that the Agreement may be executed in counterparts and will be effective upon new Members without additional execution by existing Members.

2. Local Advertising

The parties all acknowledge that local advertising is necessary for the successful operation of their AAMCO Transmission centers. The long-term commitment to advertising made by all the Members is essential to the long-term success of each Member's AAMCO center. That long-term benefit is part of the consideration for the long-term commitment which

each Member is hereby making. The parties also acknowledge that all advertising must be approved by ATI prior to its use. Accordingly,

A. Each party agrees to endorse, participate, and cooperate, through the payment of regular weekly Assessments, in an advertising program established and administered by the Association.

B. Each party agrees to refrain from any unilateral action in advertising expenditures, advertising media purchases or use of advertising material, unless that party has completely fulfilled his obligations under this Agreement, or until such action is approved by the Association, in addition to any such approval as is required from ATI in each Member's Franchise Agreement;

C. Each party acknowledges and agrees that the advertising by the Association pursuant to this Agreement directly serves and benefits his AAMCO Transmissions repair center, whether or not he is a contributor to such advertising; therefore, each party agrees that, so long as he operates an AAMCO Transmission repair center in the Area, he will pay and be responsible for payment of his weekly Assessments, as defined in paragraph 3, regardless of his or anyone else's subsequent status as a delinquent or defaulted Member of the Association.

D. Each party agrees that he will submit to the Association any and all information required to administer the advertising program and budget.

E. Should the Association designate an advertising committee to administer its advertising program, each party hereto agrees to be bound by the decisions of that committee. The committee shall be appointed by the Chairman and approved by majority vote at a regularly scheduled meeting.

3. Payment of Advertising Expenses

A. Each party agrees to pay to the Association, or directly to an advertising agency duly selected by the Association and approved by ATI, the most-recently approved weekly contribution toward the costs of such advertising program or programs as the Association selects (hereafter, the "Assessment").

B. Each party agrees that the Assessment will be determined by a simple majority vote of the centers by the Members represented and eligible to vote at a duly-called meeting, and agrees to be bound by such vote.

C. As of the date of this Agreement, the Assessment for all Association Members shall be $_____ per week. All parties acknowledge that this amount may change upon a subsequent vote.

D. It is agreed that, if the Association elects, that payment of the Assessment may be required to be made via Electronic Funds Transfer.

4. Officers

A. It is agreed that once a year, the Association shall elect, by simple majority of eligible centers, a Chairman and a Secretary/Treasurer from among those Members who are not delinquent or in default at the time of the election.

B. The post of Secretary/Treasurer may be divided between two members upon the vote of a simple majority of the Members voting, either in person or by written proxy.

C. In the event that no candidate receives a simple majority in any such election, a run-off shall be held between the two candidates who received the most votes.

D. (1) Subject to the restrictions in paragraph 4(d)(2), below, every person who is or was an officer or agent of the Association, or who serves or has served in any capacity with any other enterprise at the request of the Association, shall be indemnified by the Association against all expenses and liabilities reasonably incurred by or imposed on him or her in connection with any proceedings to which he or she has been or may be made a party, or any proceedings in which he or she may become involved by reason of being or having been an officer of the Association, or by reason of serving or having served another enterprise at the request of the Association, whether or not in the capacity of officer of the Association at the time the expenses or liabilities are incurred.

(2) With regard to any civil third-party claim brought against the officer or agent, the Association shall indemnify the officer or agent pursuant to Paragraph 4(d)(1), above, provided the officer or agent acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association. With regard to any criminal proceeding brought against the officer or agent, the Association shall indemnify him or her provided the officer or agent had no reasonable cause to believe his or her conduct was unlawful.

5. Administration of the Association

A. The parties agree that the Association shall meet at least once a year and that notice of each meeting shall be given orally or in writing to each member at his place of business at least three (3) days in advance of such meeting, except that notice for any meeting at which a vote will be taken regarding advertising assessments must be in writing and at least seven (7) days in advance of such meeting. The date of the Notice shall be the date of mailing.

B. It is agreed that the quorum necessary for any vote, including a vote to change the Assessment, shall be Members, either present or represented by written proxy, comprising at least a simple majority of all centers in the Association which are eligible to vote at the time of the meeting.

C. It is agreed that, except as set forth in paragraph 16 below, the Association shall take action on any matter, including a change in the Assessment, only upon the vote of a simple majority of its eligible Members voting, either in person or by written proxy. It is further agreed that in the event that the Members of the Association are tied in any vote, then the Chairman of the Association shall cast a second, tie-breaking vote.

D. It is agreed that votes shall be counted by the number of centers represented. Centers with multiple owners shall be permitted only one (1) vote. Members with multiple centers shall be permitted a number of votes equal to the number of centers they own.

E. No Member who is in default, as defined by paragraph 6(B)(2) below, shall be permitted to vote on any matter until such default is completely cured, including payment of all fees and costs as set forth herein. Such defaulted Member shall not be counted for the purpose of establishing the presence of a quorum at any meeting.

F. The parties may adopt any procedures and guidelines necessary for enforcement and implementation of the terms of this Agreement upon the vote of a simple majority of its eligible Members voting.

G. The parties agree that all money expended for advertising shall be in accordance with an approved budget based upon moneys collected or to be collected pursuant to the terms hereof.

6. Delinquency in Payment of Advertising Assessments

A. Should any Member fail to pay his Assessment by the date set by either the Association or its duly selected advertising agency, that Member shall be considered delinquent pursuant to the terms of this Agreement.

B. When any Member is delinquent for a period of two (2) weeks, the following collection procedures shall be instituted:

(1) The Association, by or through the Secretary/Treasurer or a designated Member, will send a letter to the Member, which letter shall state the amount of the arrearage and shall demand immediate full payment;

(2) If full payment is not received within two (2) weeks of the mailing of the letter:

(a) the Member shall be in default under this Agreement

(b) the Pool Chairman shall notify the Member of his default and inform him that he is subject to suit for costs and fees in addition to arrearages.

(3) Should the Member not make immediate, full payment in response to the Chairman's notice:

C. the matter will be turned over to an attorney for collection with the Member responsible for payment of all collection, attorney and court fees, and costs

D. the Member will be assessed a flat $25.00 fee for every week in which the center in question remains five or more weeks in arrears.

7. Liability of Member Upon Default

A. It is agreed that a Member shall continue to be liable for the payment of his Assessments regardless of whether the Member is delinquent and/or in default as set forth in paragraph 6 above. If a Member defaults as defined in paragraph 6 above, the Association shall have a cause of action against the Member for such default. The Member in default also agrees to pay all attorneys' fees and all other fees and costs incurred by the Association or ATI in connection therewith. In the event of suit or action, this amount of these fees and costs shall be made a part of any judgment obtained against Member. However, once such fees and costs are incurred, the obligation of the Member in default to reimburse them shall exist whether or not the default is pursued to judgment.

B. The parties further acknowledge and agree that all Assessments shall continue to accrue against and be payable by a Member for as long as the Member continues to be an authorized AAMCO franchisee, or for such time as the Member shall continue to use the

name "AAMCO" for the purpose of procuring automotive repair business of any nature whatsoever, whichever shall be later. All accrued amounts shall remain due and owing and shall survive cessation by a Member of his AAMCO Transmission repair business and be subject to interest and attorneys fees and costs as set forth above.

8. Enforcement of Terms of Agreement

A. The parties acknowledge and agree that it may be necessary for the Association by, through and on behalf of its Members, to pursue a claim for non-payment of advertising Assessments against Members or former Members of the Association, who are in default. It is agreed that parties may nominate or appoint the Association, or one or more of its Members, or ATI, or its governing body, or a trustee, to pursue such claim, with or without litigation, and to take such action as the officers or other governing body, in their discretion, deem necessary for the purpose of the enforcement and collection of such claim. All Members hereby authorize the Chairman of the Association, or his designee, to sign on their behalf all pleadings or other papers necessary or useful to pursue such claims.

B. The parties further acknowledge and agree that the Association by and through any of its designated Members, governing body or trustee may, from time to time, retain the services of an attorney for the purpose of collecting defaults from Members and former Members and to perform other legal services. The parties authorize the Association to expend the funds reasonable and necessary for attorneys' fees and court costs for such claims, the amount of such funds to become part of the obligation of the defaulted Member, or if the services are of a general nature, part of the obligation of all Members.

C. The parties further agree that any damages resulting from unapproved advertising as provided in paragraph 2(b) on the part of a Member will be reimbursed by the Member to the Association for the purchase of corrective advertising. The parties authorize the Association to expend funds reasonable and necessary for attorneys' fees and court costs to collect the damages. The amount of these legal fees shall become the obligation of the Member or Members who participated in the unapproved advertising.

D. Litigation, Arbitration and Venue - All disputes, controversies or claims arising out of or relating to this Agreement may be settled by Court action in any court having jurisdiction or by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association or its successor, at the sole option of the Association. Arbitration shall be conducted in _____ unless otherwise agreed to by the parties.

9. Waiver

Each party does hereby waive presentment, demand for payment, notice of dishonor, protest, notice of non-payment or protest, diligence in collection and any and all other conditions precedent which are constitutionally waivable in order for the Association to bring suit for collection of moneys then due or for the enforcement prospectively of the terms of this Agreement.

10. Relief Available

The parties agree that, in addition to any other damages to which the Association may be entitled, the Association shall also be entitled to specific performance of all the terms and provisions of this Agreement. Furthermore, the parties agree that any Member who is in default and is still operating an AAMCO center, or is still trading under the name "AAMCO," is

unjustly enriched at the expense of all other parties who have paid and are continuing to pay the advertising Assessments pursuant to the terms of this Agreement.

11. Concurrent Remedies

No right or remedy herein conferred on or reserved to the parties or the Association shall be exclusive of any other right or remedy provided herein or provided or permitted by law or equity, but such right or remedy shall be cumulative of every other right or remedy given hereunder or now hereafter existing at law or in equity or by statute or otherwise and may be enforced concurrently therewith or from time to time.

12. Controlling Law

This Agreement shall be deemed to have been made in the _____ and shall be interpreted according to the laws of the _____.

13. Severability

Any provision of this Agreement prohibited by law or by court decree in any state of jurisdiction shall be ineffective to the extent of such prohibition without in any way invalidating or affecting the remaining provisions of this Agreement. To the extent that any provision hereof contravenes the law of any state or jurisdiction, it shall be deemed not to be a part of this Agreement in that state or jurisdiction.

14. Notices

Service of all notices under this Agreement (unless herein provided otherwise) shall be sufficient if given telephonically, personally, mailed, faxed or delivered by a recognized overnight carrier to the party involved at his business address. Any such notice mailed to such address shall be effective when deposited in the United States mail, duly addressed and stamped.

15. Parties Bound

A. This Agreement shall be binding upon and inure to the benefit of the parties, their respective heirs, executors, administrators, legal representatives, successors, assigns and any corporations owned or controlled by them.

B. Each Member agrees that prior to the effective date of any transfer of an interest in his AAMCO Transmissions center to a third party, he will give notice to the Association. Each party agrees to continue to be obligated for all his accrued obligations to the Association and to continue to be obligated to the Association prospectively until such time as the transferee of such Member's interest becomes a member of the Association. In addition to the continued obligation until acceptance of the transferee, the Member-transferor agrees to pay on or before closing on the transfer of his business any and all then-due moneys owed to the Association.

16. Entire Agreement

This Agreement constitutes the entire Agreement between the parties and supersedes any prior understanding, written or oral agreement between the parties respecting the subject matter herein. Amendments shall be permitted upon a vote of sixty percent (60%) of

the eligible centers represented by the Members present and voting and shall be in writing and signed by the parties.

17. Term

The term of this Agreement shall begin on the date of execution hereof and shall continue until terminated by written agreement of all the parties hereto at the time of such termination agreement.

18. Transferability

Each party agrees that should it be deemed necessary for the Association to incorporate, then any and all obligations of each party shall be fully transferable to the corporation so formed. Each party further agrees to execute all documents necessary to evidence such transfer; however, even without the execution of such documents, the party's obligation shall be deemed transferred.

19. Acknowledgment

EACH PARTY HEREBY ACKNOWLEDGES THAT HE HAS READ THIS AGREEMENT AND AGREES TO BE BOUND BY ITS TERMS.

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

_____ AAMCO DEALERS ASSOCIATION

MEMBERS:

_____ Date:

_____ Date:

_____ Date:

_____ Date:

_____ Date:

_____ Date:

_____ Date:

_____ Date:

_____ Date:

_____ Date:

Exhibit A-7

Electronic Debit Authorization

(Authorization Agreement for Pre-Authorized Payments via EFT Debit Originations)

COMPANY NAME:_____**CENTER #:**_____

I (We) hereby authorize AAMCO Transmissions, Inc., hereinafter called COMPANY, to initiate debit entries to my (our) checking account indicated below in the depository named below, hereinafter called DEPOSITORY, to debit the same to such account.

NAME OF DEPOSITORY: _____

CITY & STATE: _____

ABA/TRANSIT NO:_____ACCOUNT NO: _____

This authorization is to remain in full force and effect until the underlying obligations per the Franchise Agreement have been satisfied in full or released in writing by COMPANY.

This authorization further confirms my understanding of the Franchise Agreement signed by me/us in which I/we expressly agree that this authorization shall apply to the bank account(s) designated by me/us during the term of the Franchise Agreement and any renewals. Without limiting the generality of the foregoing, I/we understand that if I/we close any bank account, I/we are obligated to immediately, (i) notify COMPANY thereof in writing, (ii) establish another bank account, and (iii) execute and deliver to COMPANY all documents necessary for COMPANY to begin and continue making withdrawals from such depository /bank account by ACH debiting or other electronic means. I/we specifically agree and declare that this Authorization shall be the only written authorization needed from me/us in order to initiate debit entries/ACH debit originations to my/our bank account(s) established with any Depository in the future.

NAME(S): _____SS# OR EIN: _____
(PLEASE PRINT)

_____SS#: _____
(PLEASE PRINT)

DATE: _____SIGNATURE: _____

_____

Exhibit A-8
Add a Corporation

AMENDMENT OF FRANCHISE AGREEMENT TO ADD A CORPORATION

WHEREAS, a Franchise Agreement was entered into on [date of franchise agreement], by and between AAMCO Transmissions, Inc., ("Franchisor"), and [name of franchisee], ("Franchisee"), for a center located at [address of AAMCO center] (the "Franchise Agreement").

WHEREAS, Franchisee desires to have added as an additional franchisee under the Franchise Agreement, [name of entity] a corporation of the State/Commonwealth of [state name], hereinafter Corporation;

WHEREAS, the Franchise Agreement provides that a Corporation may be added only upon certain terms and conditions;

WHEREAS, the Franchise Agreement provides that any amendments must be in writing;

NOW, THEREFORE, for and in consideration of the promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree that the Franchise Agreement and, if applicable: AAMCO DirecTech/DirecTech Pro User License Agreement, AAMCO FOCUS User License Agreement, Telephone Number Use Agreement, Electronic Debit Authorization, Lease Rider, Kwiktest-Plus Harness Subscription Program, AAMCO Tech Video Library Agreement, DAC phone re-direct agreement, Local Advertising Pool Commitment Letter, Local Advertising Pool Installment Note, Local Advertising Pool Agreement, and Local Advertising Pool Bylaws (collectively "related Franchise Documents") are amended as follows:

1. Corporation is newly organized and its activities are confined exclusively to acting as an AAMCO Franchisee under the Franchise Agreement.

2. Franchisee is the owner of the majority of the outstanding stock of the Corporation and is the chief executive officer thereof.

3. Franchisee is not relieved of any personal obligations under the Franchise Agreement and related Franchise Documents.

4. The Corporation and all the officers thereof agree to assume and be bound jointly and severally by all of the terms, conditions, covenants, and obligations of the Franchise Agreement and related Franchise Documents.

5. All of the stock certificates of the Corporation, both issued and unissued, shall have endorsed on them the following: "The transfer of this stock is subject to the terms and conditions of a Franchise Agreement dated [date of franchise agreement] between AAMCO Transmissions, Inc. and [name of franchisee]."

6. Franchisee further agrees that the addition of Corporation as an additional Franchisee under the Franchise Agreement in no way serves to limit his personal liability thereunder and he agrees hereby to remain jointly and severally liable and likewise reaffirms all his rights, duties, covenants and obligations under the Franchise Agreement.

7. This Amendment is not effective until accepted by AAMCO.

IN WITNESS WHEREOF, we have set our hands and seals this ____ day of _____ 20__.

_____(Seal)
Franchisee –

ACCEPTANCE BY CORPORATION

[name of entity], a corporation of the State/Commonwealth of [state name], hereinafter Corporation, does hereby agree to be added as an additional Franchisee to the Franchise Agreement and related Franchise Documents between [franchisee name] and AAMCO Transmissions, Inc. and to be subject to all of terms, conditions, covenants, and obligations therein set forth. The Corporation and all officers thereof agree to be bound jointly and severally by all the terms, conditions, covenants, and obligations of the Franchise Agreement and related Franchise Documents.

[name of entity]

By: _____(Seal)
[name of franchisee], President

CONSENT TO AMENDMENT BY AAMCO TRANSMISSIONS, INC.

AAMCO Transmissions, Inc., a Pennsylvania corporation, does hereby consent to the above Amendment of that certain Franchise Agreement dated [date of franchise agreement] between it and [name of franchisee], adding ABC, Inc. as an additional Franchisee thereunder.

DATE _____

ATTEST:

AAMCO Transmissions, Inc.

_____

By:_____

Exhibit A-9
Termination and General Release of Franchise Agreement

TERMINATION OF FRANCHISE AGREEMENT

WHEREAS, a Franchise Agreement was entered into between [name of franchisee] ("Franchisee") and AAMCO Transmissions, Inc. ("Franchisor"), dated [date of franchise agreement], for the operation of an AAMCO Transmissions center located at [address of AAMCO center] ("Franchise Agreement"); and

WHEREAS, it is the desire of the Franchisor and Franchisee that the Franchise Agreement be ended and terminated.

NOW, THEREFORE, for and in consideration of the mutual agreements contained herein, and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Franchisee hereby releases all rights she/he may have under the Franchise Agreement and is hereby released by Franchisor from all personal obligations she/he may have under the Franchise Agreement, except for those obligations set forth in Sections 12.2, 19.1, 19.2, & 20, and the Franchise Agreement is hereby terminated.

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties hereto have set their hands and seals this _____ day of _____ 20__.

ATTEST: AAMCO TRANSMISSIONS, INC.

By:

_____ _____

Assistant Secretary

_____ _____

Witness Franchisee –

Exhibit A-9
Termination and General Release of Franchise Agreement

GENERAL RELEASE

KNOW ALL MEN BY THESE PRESENTS, THAT:

1. A Franchise Agreement and any amendments thereto ("the Agreement") was entered into by and between AAMCO Transmissions, Inc. ("ATI") and [name of franchisee] ("Franchisee"), dated [date of franchise agreement], for the operation of an AAMCO center located at [address of AAMCO center].

2. As used herein, "Franchisee" shall collectively refer to the undersigned party, his heirs, executors, legal representatives, successors, and assigns.

3. As used herein "ATI" shall collectively refer to AAMCO Transmissions, Inc., its parent, subsidiaries, affiliates, shareholders, predecessors, successors, officers, directors, agents, attorneys, employees and assigns.

4. For and in consideration of the premises and in consideration of One Dollar ($1.00) in hand paid to the Franchisee, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Franchisee hereby irrevocably and unconditionally remises, releases, and forever discharges ATI of and from all, and all manner of, actions, causes of actions, suits, debts, claims and demands, accounts, bonds, covenants, contracts, agreements, and judgments, whatsoever in law or in equity, which Franchisee now has, ever had, or may hereafter have, own, hold, claim to have to own or to hold against ATI, including but not limited to, those based upon, related to or connected with: (a) the Agreement; (b) any actions taken by ATI under the Agreement; (c) the relationship between ATI and Franchisee; (d) anything forbidden or declared unlawful by the antitrust laws of the United States, including but not limited to, violations or claimed violations of the Clayton or Sherman Acts, or any other statue of the federal government or of the several states, whether such claims pertain to the intentional or unintentional acts of ATI or claims of ATI's negligence; or (e) anything forbidden or prohibited by state antitrust laws, state deceptive trade practices acts or state consumer protection acts.

5. Without limiting the generality of the foregoing in any respect, Franchisee hereby irrevocably and unconditionally remises, releases and forever discharges ATI from any and all claims and causes of action, known or unknown or unanticipated at the time this Release was executed, which arose from or are based upon or related to the aforesaid or some part or aspect thereof or which arose or may arise in any way against ATI, which Franchisee ever had, now has or hereafter may have for or by reason of any cause, matter or thing whatsoever.

6. Franchisee acknowledges that there is a risk that, subsequent to the execution of this Release, additional claims or causes of action may be discovered or arise, which were unknown or unanticipated at the time this Release was executed, including without limitation unknown or unanticipated claims or causes of action, which arose from or are based upon or related to the aforesaid or some part or aspect thereof, and which if known to Franchisee on the date of execution of this Release would have materially affected his decision to execute this Release, but which unknown risk or claim Franchisee hereby assumes and expressly agrees that this Release applies thereto.

Exhibit A-9
Termination and General Release of Franchise Agreement

I have read this Release and understand this is to be a full and complete release of all rights or claims of any nature I have against ATI.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of _____ 20__.

_____ _____ (Seal)
Witness Franchisee –

_____ _____ (Seal)
Witness Franchisee –

Exhibit A-10
DAC Phone Redirect Agreement

DAC PHONE REDIRECT AGREEMENT

I/We, [name of franchisee(s)], do hereby understand and agree that:

1. HUTCHINS/DAC GROUP, LLC ("DAC") is the authorized national Yellow Pages advertising agency for AAMCO Transmissions, Inc. ("ATI") franchisees.
2. DAC has incurred expenses in placing Yellow Pages advertising for telephone phone # _____ - _____ - _____ (the "NUMBER").
3. I/we will receive a direct benefit from the NUMBER as a result of a) the NUMBER being redirected to my/our existing AAMCO location, in whole or in part, or b) my/our purchasing, and/or taking the assignment or transfer of, the AAMCO Transmissions center where the NUMBER currently rings.
4. In exchange for the aforementioned benefit, I/we agree to pay DAC $_____.____ per month towards the remaining balance due it on the advertising associated with the NUMBER.
5. Provided that all payments are timely, the final scheduled monthly payment under this AGREEMENT shall be on _____ _____, 201__; however, monthly payments shall continue under this AGREEMENT until the total sum of $_____.____ has been paid to DAC, unless a) an ATI approved assignee or transferee of the NUMBER, or b) an ATI approved buyer, assignee, or transferee of the AAMCO franchise agreement associated with the NUMBER, signs the then current form of this AGREEMENT obligating them to the remainder of the balance due hereunder.

IN WITNESS WHEREOF, intending to be legally bound, I/we execute this AGREEMENT on this ____ day of _____ 201__.

WITNESS

_____ _____
[name of franchisee]

WITNESS

_____ _____
[name of franchisee]

Exhibit A-11

AAMCO DirecTech PRO® Terms & Conditions (p. 1 of 3)

These Terms and Conditions are for AAMCO DirecTech PRO®, AAMCO Transmissions, Inc.'s ("AAMCO") technical software program. These Terms and Conditions are applicable to, without limitation, i) an individual who has signed an AAMCO franchise agreement ("Franchisee"), which is the franchise agreement associated with the AAMCO Center at which the Software (as defined below) is/was authorized to be used ("Agreement"), and ii) Franchisee's AAMCO employees who may access the DirecTech PRO® software. By utilizing DirecTech PRO®, Franchisee agrees that i) Franchisee will comply with all provisions of these Terms and Conditions and ii) Franchisee is responsible for ensuring that all users Franchisee permits to utilize DirecTech PRO® comply with all provisions of these Terms and Conditions, and that any breach by any other party of these Terms and Conditions may be deemed by AAMCO to be a direct breach by Franchisee.

Software. AAMCO DirecTech PRO® consists of textual works and computer programs provided via electronic media, and includes any future updates thereto (the "Software"). The Software, in combination with AAMCO's third-party update service provider (the "USP") provides Franchisee access to service and repair procedures, specifications, schematics, and illustrations for automotive repairs.

Term. Franchisee will have the use of the Software indefinitely unless or until the License, as defined below, is terminated or revoked by AAMCO or expires according to its terms. Termination, revocation, or expiration of the License does not terminate Franchisee's obligations to comply with these Terms and Conditions.

License. Subject to these Terms and Conditions, and the provisions of the Agreement, AAMCO grants to Franchisee a nonexclusive and nontransferable license (the "License") to use the Software to access automotive service and repair data. AAMCO, and/or the USP, retain title at all times to the Software, and Franchisee has no rights except to use the Software as set forth herein. The Software may only be used (i) by Franchisee, (ii) by Franchisee's authorized employees, (iii) for the purpose of accessing automotive service and repair data on the Software, (iv) in the furtherance of repairing an authorized AAMCO customer vehicle, and (v) at Franchisee's Center.

Sole User. Franchisee may not sell, market or in any other manner distribute to any third party, or to any location, the Software or any information contained in or derived from the Software except in connection with the sale of Franchisee's Center, provided such sale has been fully approved by AAMCO and completed in compliance with the terms of the Agreement; and provided further that the purchaser of the Center signs all applicable documents pertaining to the USP's monthly subscription for data updates in order for such transfer of the Software to be effective. Franchisee may not download the Software, in whole or in part, to a second or subsequent computer or terminal without written authorization from AAMCO; nor may Franchisee transmit the Software, in whole or in part, electronically to a second or subsequent computer or terminal, without written authorization from AAMCO.

Updates. The USP, per the terms of its terms and conditions, will update all DirecTech PRO content on the Software ("Data Update(s)") based upon the reasonable availability of its data. AAMCO may provide updates to the Software from time to time that Franchisee must install, which such updates are covered by the these Terms and Conditions as if such updates had been included with the original Software.

Price and Payment Terms. In consideration of the license granted herein, Franchisee will pay a one-time License Fee to AAMCO, as well as a monthly Data Update fee to AAMCO's USP, as set forth below. The below prices do not include sales, use, excise, or other similar taxes, all of which are the obligation of Franchisee. AAMCO may directly charge Franchisee's AAMCO account for all fees related to the Software.

The Data Update fee is subject to change annually. Major base system enhancements may be priced separately.

1: If opening a new AAMCO Center

* License Fee Base Price.....$1,695.00
* The current Data Update fee paid to the USP..... $ 99.00

2: If buying an existing AAMCO Center (without paying an AAMCO licensee fee)

* License Fee Base Price (provided resale Center has current Focus software)..no charge
* The current Data Update fee paid to the USP.....$ 99.00

AAMCO DirecTech PRO® Terms & Conditions (p. 2 of 3)

Maintenance of Equipment and Software. Franchisee, and not AAMCO, bears sole responsibility to obtain, maintain and operate, or cause to be obtained, maintained, and operated at its own expense, all equipment and non-AAMCO software that may be used in conjunction with the Software.

Confidentiality. The Software comprises information which constitutes a trade secret of AAMCO in which AAMCO has a proprietary interest. Franchisee therefore may not disclose, or allow to be disclosed, any portion of the information constituting the Software to others, nor may Franchisee copy, reproduce, compile, or use for any purpose information constituting the Software other than as specifically contemplated by these Terms and Conditions. Franchisee must exercise its best efforts to protect the Software and to prevent its dissemination to unauthorized persons. Furthermore, Franchisee must not assign, pledge, sublicense, or permit any other use of the Software without obtaining the prior written consent of AAMCO, which consent may be withheld at the sole discretion of AAMCO. Franchisee must immediately discontinue its use of the Software, remove the Software from all computers on which it is installed, and return to AAMCO all Software discs and other information together with all copies and derivatives thereof immediately upon the termination or revocation of the License.

AAMCO Software Modification. For all presently foreseeable future updates and enhancements, the Software will operate effectively on a computer with a minimum of a Pentium 4 (or equivalent class) processor and 512 MB of RAM. However, AAMCO reserves the right to make changes in rules of operation, security measures, accessibility, procedures, types of terminal equipment, types of system equipment, system programming languages, and any other matters relating to the Software and its use, without prior notice.

Warranty. THE SOFTWARE IS DELIVERED, AND/OR MADE AVAILABLE "AS IS" AND AAMCO MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, REGARDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SOFTWARE, THE DATA UPDATES, ANY SOFTWARE UPDATE PROVIDED BY AAMCO, THE COMPUTER PROGRAM ALLOWING USE OF THE SOFTWARE, OR ANY SERVICES PERFORMED BY ANY THIRD PARTY. Franchisee hereby waives any such warranty that may be found to exist by any court of competent jurisdiction. AAMCO is not the manufacturer of any automotive repair parts referenced in the Software. AAMCO makes no representations or warranties with respect to the quality or availability of such parts or the accuracy of the prices of such parts. If Franchisee utilizes any non-AAMCO supplied interface program to interface with the Software, Franchisee must look solely to the vendor of such interface program with respect to any losses or damages caused by such interface program. AAMCO is not responsible for obsolescence of the Software and Data Updates and is also not responsible for suspended, outdated, or uncorrected versions of the Software and Data Updates.

Limitation of Liability. AAMCO is not, and will not be, liable to Franchisee for any direct, indirect, special, incidental, or consequential damages, including but not limited to loss of anticipated profits, in connection with or arising out of the use of the Software and Data Updates. Franchisee's sole remedy upon breach of the Terms and Conditions by AAMCO, or with regard to the Software in general, is termination of the License and a refund of unearned portions of the License Fee (based on a 15 year amortization). Franchisee must indemnify AAMCO and hold it harmless against all claims and damages, including without limitation, reasonable attorney's fees arising out of Franchisee's use of the Software and the Data Updates, unless such claims or damages result from, or unless Franchisee's authorized use of the Software has given rise to, claims or damages based on the infringement of any copyright or other proprietary right of any third party.

AAMCO DirecTech PRO® Terms & Conditions (p. 3 of 3)

Termination.

The License will terminate effective immediately upon the effective date of termination of the Agreement. Upon termination, Franchisee must cease using the Software and return to AAMCO the Software, Data Updates, and all AAMCO documents and information pertaining thereto, as well as, upon request, a written statement certifying to AAMCO that the Software, Data Updates, and all AAMCO documents and information pertaining thereto have been returned.

Actions that constitute a breach of the License and permit AAMCO to terminate the License include, but are not limited to: i) any use or dissemination of the Software or Data Updates which is not expressly permitted herein, ii) the appointment of a receiver to take possession of Franchisee's assets or the institution of liquidation or bankruptcy by or against Franchisee, iii) dissolution or discontinuance of business operations of Franchisee iv) failure to make timely payment to AAMCO or the USP in relation to the Software, v) any uncured breach of the Agreement, or vi) an attempt to assign or convey the License without the expressed written consent of AAMCO as per the "Assignment" paragraph below. Upon termination of the License by AAMCO for any such cause specifically listed in this "Termination" section of the Terms and Conditions, Franchisee will not be entitled to any refund of the License Fee.

General Provisions.

The USP. Franchisee will be automatically subscribed to AAMCO's USP and must sign all paperwork required by such USP, comply with the USP's terms and conditions, and pay all cost associated therewith.

Attorneys' Fees. If any action or proceeding is brought in connection with the Software or these Terms and Conditions, the prevailing party will be entitled to its attorneys' fees and other costs and expenses incurred in such action or proceeding, including any related appeals or petitions.

Assignment. Except in the sale of Franchisee's Center, provided such sale has been fully approved by AAMCO and completed in compliance with the terms of the Agreement, Franchisee may not assign its rights or delegate its duties hereunder without first securing written permission to do so from AAMCO, which permission may be withheld at the sole discretion of AAMCO. Any such attempted conveyance will be void and will constitute a default entitling AAMCO to terminate the License. AAMCO may freely assign its rights without securing Franchisee's permission to do so.

ARBITRATION. All disputes, controversies, or claims arising out of or relating to this Software will be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association, or its successor. Arbitration must be conducted in Philadelphia, Pennsylvania, unless otherwise agreed to by the parties in writing. A judgment upon the award may be entered in any Court having jurisdiction thereof.

Choice of Law and Forum. The License has been entered into under the laws of the Commonwealth of Pennsylvania, the parties hereto agree that it will be interpreted, and all disputes arising hereunder will be resolved, in accordance with its laws, and consent to jurisdiction in its courts.

Waiver. Failure of either party hereto to enforce at any time any provision of these Terms and Conditions will not be a waiver of that party's right thereafter to enforce each and every provision of these Terms and Conditions.

Exhibit A-12

AAMCO Focus Gold™ (POS) Terms & Conditions (p. 1 of 3)

These Terms and Conditions are for AAMCO Focus Gold™, AAMCO's point-of-sale software program. These Terms and Conditions are applicable to, without limitation, i) an individual who has signed an AAMCO franchise agreement ("Franchisee"), which is the franchise agreement associated with the AAMCO Center at which AAMCO Focus Gold™ is/was authorized to be used ("Agreement"), and ii) Franchisee's AAMCO employees who may have access to AAMCO Focus Gold™. By utilizing AAMCO Focus Gold™, Franchisee agrees that i) Franchisee will comply with all provisions of these Terms and Conditions and ii) Franchisee is responsible for ensuring that all users Franchisee permits to utilize AAMCO Focus Gold™ comply with all provisions of these Terms and Conditions, and that any breach by any other party of these Terms and Conditions may be deemed by AAMCO to be a direct breach by Franchisee.

Software. AAMCO Focus Gold™ consists of textual works and computer programs which may be provided via electronic media, and includes any future updates thereto (the "POS"). The POS provides the user the ability to, among other things, print repair orders, calculate, print and transmit weekly business reports, market to customers, and prepare reports analyzing the operation of the AAMCO business under the conditions set forth in these POS Terms and Conditions.

Term. Franchisee will have the use of the POS indefinitely unless or until the License, as defined below, is terminated or revoked by AAMCO or expires according to its terms. Termination, revocation, or expiration of the License does not terminate Franchisee's obligations to comply with these Terms and Conditions.

License. Subject to these POS Terms and Conditions, and the provisions of the Agreement, AAMCO grants to Franchisee a nonexclusive and nontransferable license (the "License") to use the POS. AAMCO, at all times, retains sole title and ownership of the POS and Franchisee has no rights except to use the POS as set forth herein. The POS may be used solely (i) by Franchisee, (ii) by Franchisee's authorized employees, (iii) for the purpose set forth herein, and (iv) at Franchisee's Center only.

Sole User. Franchisee may not sell, market or in any other manner distribute to any third party, or to any location, the POS or any information contained in or derived from the POS except in connection with the sale of Franchisee's Center, provided such sale has been fully approved by AAMCO and completed in compliance with the terms of the Agreement. Franchisee may not download the POS, in whole or in part, to a second or subsequent computer or terminal without written authorization from AAMCO; nor may Franchisee transmit the POS, in whole or in part, electronically to a second or subsequent computer or terminal, without written authorization from AAMCO.

Updates. AAMCO may update the content of the POS ("Updates") from time to time during each year and may also release major base system enhancements. Franchisee will not be charged any amount for the Updates or major base system enhancements over and above the Annual Support and Maintenance Fee; however, nothing in these Terms and Conditions should be interpreted to restrict AAMCO's right under the Agreement to require Franchisee to utilize and pay for a new point-of-sale software (or Internet based) program should such a program be developed by AAMCO in the future.

Price and Payment Terms. In consideration of the license granted herein, Franchisee will be charged by AAMCO either a one-time License Fee or Upgrade Fee as set forth below. The prices do not include sales, use, excise, or other similar taxes, all of which are the obligation of Franchisee. AAMCO may directly charge Franchisee's AAMCO account for all fees related to the POS.

The Annual Support and Maintenance Fee is subject to change annually.

- License Fee Base Price .....$ 2,499.00

  OR
- Upgrade Fee (from Focus standard).....$ 499.00

  AND
- Annual Support and Maintenance Fee (for all users).....$ 719.95

AAMCO Focus Gold™ (POS) Terms & Conditions (p. 2 of 3)

Maintenance of Equipment and Software. Franchisee, and not AAMCO, bears sole responsibility to obtain, maintain and operate, or cause to be obtained, maintained, and operated at its own expense, all equipment and non-AAMCO software that may be used in conjunction with the POS.

Confidentiality. Franchisee acknowledges that the POS comprises information which constitutes a trade secret of AAMCO in which AAMCO has a proprietary interest. Franchisee therefore may not disclose, or allow to be disclosed, any portion of the information constituting the POS to others, nor may Franchisee copy, reproduce, compile, or use for any purpose information constituting the POS other than as specifically contemplated by these POS Terms and Conditions. Franchisee must exercise its best efforts to protect the POS and to prevent its dissemination to unauthorized persons. Furthermore, Franchisee must not assign, pledge, sublicense, or permit any other use of the POS without obtaining the prior written consent of AAMCO, which consent may be withheld at the sole discretion of AAMCO. Franchisee must immediately discontinue its use of the POS, remove the POS from all computers on which it is installed, and return to AAMCO all POS discs/CDs and other information together with all copies and derivatives thereof immediately upon the termination or revocation of the License.

AAMCO Software Modification. For all presently foreseeable future updates and enhancements, the POS will operate effectively on a computer with a minimum of a Pentium 4 (or equivalent class) processor and 512 MB of RAM. However, AAMCO reserves the right to make changes in rules of operation, security measures, accessibility, procedures, types of terminal equipment, types of system equipment, system programming languages, and any other matters relating to the POS and its use, without prior notice.

Warranty. THE POS IS DELIVERED, AND/OR MADE AVAILABLE "AS IS" AND AAMCO MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, REGARDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE POS, THE UPDATES, ANY POS UPDATE PROVIDED BY AAMCO, THE COMPUTER PROGRAM ALLOWING USE OF THE POS, OR ANY SERVICES PERFORMED BY ANY THIRD PARTY. Franchisee hereby waives any such warranty that may be found to exist by any court of competent jurisdiction. If Franchisee utilizes any non-AAMCO-supplied interface program to interface with the POS, Franchisee must look solely to the vendor of such interface program with respect to any losses or damages caused by such interface program. AAMCO is not responsible for obsolescence of the POS and is also not responsible for suspended, outdated, or uncorrected versions of the POS.

Limitation of Liability. AAMCO is not, and will not be, liable to Franchisee for any direct, indirect, special, incidental, or consequential damages, including but not limited to loss of anticipated profits, in connection with or arising out of the use of the POS and the Updates. Franchisee's sole remedy upon breach of the Terms and Conditions by AAMCO, or with regard to the Software in general, is termination of the License and a refund of unearned portions of the License Fee (based on a 15 year amortization). Franchisee agrees to indemnify AAMCO and hold it harmless against all claims and damages, including without limitation, reasonable attorney's fees arising out of Franchisee's use of the POS and the Updates, unless such claims or damages result from, or unless Franchisee's authorized use of the POS has given rise to, claims or damages based on the infringement of any copyright or other proprietary right of any third party.

AAMCO Focus Gold™ (POS) Terms & Conditions (p. 3 of 3)

Termination.

The License will terminate effective immediately upon the effective date of termination of the Agreement. Upon termination, Franchisee must cease using the POS and return to AAMCO the POS, the Updates, and all AAMCO documents and information pertaining thereto, as well as, upon request, a written statement certifying to AAMCO that the POS, the Updates, and all AAMCO documents and information pertaining thereto have been returned.

Actions that constitute a breach of the License and permit AAMCO to terminate the License include, but are not limited to: i) any use or dissemination of the POS or the Updates which is not expressly permitted herein, ii) the appointment of a receiver to take possession of Franchisee's assets or the institution of liquidation or bankruptcy by or against Franchisee, iii) dissolution or discontinuance of business operations of Franchisee iv) failure to make timely payment to AAMCO of the POS License Fee, v) any uncured breach of the Agreement, or vi) an attempt to assign or convey the License without the expressed written consent of AAMCO as per the "Assignment" paragraph below. Upon termination of the License by AAMCO for any such cause listed in this "Termination" section of the Terms and Conditions, Franchisee will not be entitled to any refund of the License Fee.

Attorneys' Fees. If any action or proceeding is brought in connection with the POS or these POS Terms and Conditions, the prevailing party will be entitled to its attorneys' fees and other costs and expenses incurred in such action or proceeding, including any related appeals or petitions.

Assignment. Except in the sale of Franchisee's Center, provided such sale has been fully approved by AAMCO and completed in compliance with the terms of the Agreement, Franchisee may not assign its rights or delegate its duties hereunder without first securing written permission to do so from AAMCO, which permission may be withheld at the sole discretion of AAMCO. Any such attempted conveyance will be void and will constitute a default entitling AAMCO to terminate the License. AAMCO may freely assign its rights without securing Franchisee's permission to do so.

ARBITRATION. All disputes, controversies, or claims arising out of or relating to this POS will be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association, or its successor. Arbitration must be conducted in Philadelphia, Pennsylvania, unless otherwise agreed to by the parties in writing. A judgment upon the award may be entered in any Court having jurisdiction thereof.

Choice of Law and Forum. The License has been entered into under the laws of the Commonwealth of Pennsylvania, the parties hereto agree that it will be interpreted, and all disputes arising hereunder will be resolved, in accordance with its laws, and consent to jurisdiction in its courts.

Waiver. Failure of either party hereto to enforce at any time any term of these POS Terms and Conditions will not be a waiver of that party's right thereafter to enforce each and every term of these POS Terms and Conditions.

Exhibit B

AAMCO TRANSMISSIONS, INC.
STATE ADDENDUM

Exhibit B

AAMCO TRANSMISSIONS, INC.
STATE ADDENDUM

For franchises that we sell for locations in CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, RHODE ISLAND, VIRGINIA, WASHINGTON and WISCONSIN, applicable state law requires us to disclose additional information. Please refer to the separate state addendum pages in this Exhibit for the additional disclosures that may apply to you.

We are registered to sell franchises, or have qualified under an exemption from registration, in each of the following states effective as of the date indicated on the fourth page of this FDD.

Exhibit B

CALIFORNIA

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED WITH THE FRANCHISE DISCLOSURE DOCUMENT.

1. In addition to the information disclosed in Item 3:

Neither AAMCO nor any person identified in Item 2 of this Franchise Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in such association or exchange.

2. In addition to the information disclosed in Item 17:

a. The Franchise Agreement requires application of Pennsylvania law as the contract's governing law. This provision may not be enforceable under California law with respect to claims arising under the California Franchise Investment Law or the California Franchise Relations Act or with respect to matters involving California public policy.

b. The Franchise Agreement provides that any litigation arising out of the Franchise Agreement must be brought in the state courts of Montgomery County, Pennsylvania or in the United States District Court for the Eastern District of Pennsylvania. This provision may not be enforceable under California law.

c. Unless Pennsylvania law applies in accordance with the choice of law provision in the Franchise Agreement, the California Franchise Relations Act (Cal. Bus. & Prof. Code §§ 20000 - 20043) provides rights to a California franchisee concerning termination or nonrenewal of a franchise.

d. The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).

e. The Franchise Agreement contains a covenant not-to-compete that extends beyond the termination of the franchise. This provision may not be enforceable under California law.

f. SECTION 31125 OF THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES US TO GIVE TO YOU A DISCLOSURE DOCUMENT APPROVED BY THE COMMISSIONER OF CORPORATIONS BEFORE WE ASK YOU TO CONSIDER A MATERIAL MODIFICATION OF YOUR FRANCHISE AGREEMENT.

g. The Franchise Agreement requires all disputes, controversies and claims to be submitted to binding arbitration. The arbitration will occur in Philadelphia, Pennsylvania, unless otherwise agreed to by the parties with the costs being borne by both parties pursuant to the Commercial Rules of the American Arbitration Association. Prospective franchisees in California are encouraged to consult independent legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to the Franchise Agreement's arbitration provision, which requires that arbitration be conducted in Philadelphia, Pennsylvania.

h. The Franchise Agreement provides that any litigation arising out of the Franchise Agreement must be brought in the state courts of Montgomery County, Pennsylvania or in the United States District Court for the Eastern District of Pennsylvania. This provision may not be enforceable under California law.

i. The California Franchise Investment Law requires us to make the following disclosure:

(1) "YOU MUST SIGN A GENERAL RELEASE IF YOU TRANSFER YOUR FRANCHISE. CALIFORNIA CORPORATIONS CODE SECTION 31512 VOIDS A PROSPECTIVE WAIVER OF YOUR RIGHTS UNDER THE FRANCHISE INVESTMENT LAW (CALIFORNIA CORPORATIONS CODE SECTION 31000 THROUGH 31516). BUSINESS AND PROFESSIONS CODE SECTION 20010 VOIDS A PROSPECTIVE WAIVER OF YOUR RIGHTS UNDER THE FRANCHISE RELATIONS ACT (BUSINESS AND PROFESSIONS CODE SECTIONS 20000 THROUGH 20043)."

(2) OUR WEBSITE IS WWW.AAMCOTRANSMISSIONS.COM. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF CORPORATIONS, ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF CORPORATIONS AT WWW.CORP.CA.GOV.

Exhibit B

HAWAII ADDENDUM TO FRANCHISE FRANCHISE DISCLOSURE DOCUMENT

1. **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 FRANCHISE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS FRANCHISE DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

2. The Franchise Agreement and all related agreements have been entered into in the Commonwealth of Pennsylvania. The Franchise Agreement provides that any matter whatsoever which arises out of or is connected in any way with the Franchise Agreement or the franchise granted to you shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania. Section 482E-(3), Hawaii Revised Statutes, provides that franchisee may be entitled to certain compensation upon termination or refusal to renew the franchise. To the extent that this provision of the Hawaii statute is applicable to the parties, the franchisee shall have an interest in the franchise upon termination or refusal to renew as specified therein.

3. If there is a conflict between the provisions of Hawaii law and Pennsylvania law with respect to the enforceability of any release language set forth in the Franchise Agreement, then the particular release language set forth in the Franchise Agreement that conflicts with Pennsylvania law shall not relieve AAMCO or any other person, directly or indirectly, from liability imposed by the laws concerning franchising in the State of Hawaii.

Exhibit B

ILLINOIS ADDENDUM TO FRANCHISE FRANCHISE DISCLOSURE DOCUMENT

1. The Franchise Agreement and all related agreements have been entered into in the Commonwealth of Pennsylvania. The Franchise Agreement provides that any matter whatsoever which arises out of or is connected in any way with the Franchise Agreement or the franchise granted to you shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania. To the extent that the Illinois Franchise Disclosure Act of 1987 (the "Illinois Act") applies to the parties, the Franchise Agreement will not in any way prevent you from submitting matters to the jurisdiction of the courts of Illinois in accordance with the Illinois Act.

2. The conditions under which your franchise can be terminated and your rights upon non-renewal may be affected by the Illinois Act, Illinois Law 815 ILCS 705/19 and 705/20.

3. The Illinois Act provides that "any provision in a Franchise Agreement that designates jurisdiction or venue for litigation in a forum outside of this State Illinois is void provided that a Franchise Agreement may provide for arbitration in a forum outside of this State of Illinois."

4. The Illinois Act requires us to give you a copy of the Franchise Disclosure Document at least 14 calendar days before you sign the Franchise Agreement or other binding agreement or before we receive any consideration from you, whichever first occurs.

Exhibit B

INDIANA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

1. The Franchise Agreement and all related agreements have been entered into in the Commonwealth of Pennsylvania. The Franchise Agreement provides that any matter whatsoever which arises out of or is connected in any way with the Franchise Agreement or the franchise granted to you shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania. To the extent that the Indiana Deceptive Practices Act (the "Indiana Act") applies to the parties, the Indiana Act makes it unlawful for a franchise agreement with an Indiana resident or nonresident who will operate a franchise in Indiana to contain any of the following provisions:

a. Requiring goods, supplies, inventories, or services to be purchased exclusively from the franchisor or sources designated by the franchisor where the goods, supplies, inventories, or services of comparable quality are available from sources other than those designated by the franchisor. However, the publication by the franchisor of a list of approved suppliers of goods, supplies, inventories, or service or the requirement that such goods, supplies, inventories, or services comply with specifications and standards prescribed by the franchisor does not constitute the improper designation of a source nor does a reasonable right of the franchisor to disapprove a supplier constitute an improper designation. This paragraph does not apply to goods, supplies, inventories, or services that are manufactured or trademarked by, or for, the franchisor.

b. Allowing the franchisor to establish a franchisor-owned business that is substantially identical to that of the franchisee within the exclusive territory granted the franchisee by the franchise agreement, or, if no exclusive territory is designated, permitting the franchisor to compete unfairly with the franchisee within a reasonable area.

c. Allowing substantial modification of the franchise agreement by the franchisor without the consent in writing of the franchisee.

d. Allowing the franchisor to obtain money, goods, services, or any other benefit from any other person with whom the franchisee does business, on account of, or in relation to, the transaction between the franchisee and the other person, other than for compensation for services rendered by the franchisor, unless the benefit is promptly accounted for and transmitted to the franchisee.

e. Requiring the franchisee to prospectively assent to a release, assignment, novation, waiver, or estoppel which purports to relieve any person from liability to be imposed by Indiana law or requiring any controversy between the franchisee and the franchisor to be referred to any person, if referral would be binding on the franchisee. This paragraph does not apply to arbitration before an independent arbitrator.

f. Allowing for an increase in prices of goods provided by the franchisor which the franchisee had ordered for private retail consumers prior to the franchisee's receipt of an official price increase notification. A sales contract signed by a private retail consumer shall constitute evidence of each order. Price changes applicable to new models of a product at the time of introduction of such new models shall not be considered a price increase. Price increases caused by conformity to state or federal law, or the revaluation of the United States dollar in the case of foreign-made goods, are not subject to this paragraph.

g. Permitting unilateral termination of the franchise if such termination is without good cause or in bad faith. Good cause within the meaning of this paragraph includes any material violation of the franchise agreement.

h. Permitting the franchisor to fail to renew a franchise without good cause or in bad faith. This paragraph shall not prohibit a franchise agreement from providing that the agreement is not renewable meets certain conditions specified in the agreement.

i. Requiring a franchisee to covenant not to compete with the franchisor for a period longer than three (3) years or in an area greater than the exclusive area granted by the franchise agreement or, in the absence of an exclusive area provision in the agreement, an area of reasonable size, upon termination of or failure to renew the franchise.

j. Limiting litigation brought for breach of the agreement in any manner whatsoever.

k. Requiring the franchisee to participate in any (i) advertising campaign or contest; (ii) promotional campaigns; (iii) Promotional materials; or (iv) display decorations or materials, in each case at any expense to the franchisee that is indeterminate, determined by a third party, or determined by a formula, unless the franchise agreement specifies the maximum percentage of gross monthly sales or the maximum absolute sum that the franchisee may be required to pay.

l. Requiring a franchisee to enter into an agreement providing the franchisor with any indemnification for liability caused by the franchisee's proper reliance on or use of procedures or materials provided by the franchisor or by the franchisor's negligence.

m. Requiring a franchisee to enter into an agreement reserving the right to injunctive relief and any specific damages to the franchisor, limiting the remedies available to either party without benefit of appropriate process or recognizing the adequacy or inadequacy of any remedy under the agreement.

2. To the extent that the Indiana Act applies to the parties, the Indiana Act makes it unlawful for any franchisor who has entered into any franchise agreement with a franchisee who is either a resident of Indiana or a nonresident operating a franchise in Indiana to engage in any of the following acts and practices in relation to the agreement:

a. Coercing the franchisee to:

(1) Order or accept delivery of any goods, supplies, inventories, or services which are neither necessary to the operation of the franchise, required by the franchise agreement, required by law, nor voluntarily ordered by the franchisee.

(2) Order or accept delivery of any goods offered for sale by the franchisee which includes modifications or accessories which are not included in the base price of those goods as publicly advertised by the franchisor.

(3) Participate in an advertising campaign or contest, any promotional campaign, promotional materials, display decorations, or materials at an expense to the franchisee over and above the maximum percentage of gross monthly sales or the maximum absolute sum required to be spent by the franchisee provided for in the franchise agreement; and absent a maximum expenditure provision in the franchise agreement, no such participation may be required; or

(4) Enter into any agreement with the franchisor or any designee of the franchisor, or do any other act prejudicial to the franchisee, by threatening to cancel or fail to renew any agreement between the franchisee and the franchisor. Notice in

good faith to any franchisee of the franchisee's violation of the terms or provisions of a franchise or agreement does not constitute a violation of this paragraph.

b. Refusing or failing to deliver in reasonable quantities and within a reasonable time after receipt of an order from a franchisee for any goods, supplies, inventories, or services which the franchisor has agreed to supply to the franchisee, unless the failure is caused by acts or caused beyond the control of the franchisor.

c. Denying the surviving spouse, heirs, or estate of a deceased franchisee the opportunity to participate in the ownership of the franchise under a valid franchise agreement for a reasonable time after the death of the franchisee, provided that the surviving spouse, heirs, or estate maintains all standards and obligations of the franchise.

d. Establishing a franchisor-owned business that is substantially identical to that of the franchisee within the exclusive territory granted the franchisee by the franchise agreement, or if no exclusive territory is designated, competing unfairly with the franchisee within a reasonable area. However, a franchisor shall not be considered to be competing when operating a business either temporarily for a reasonable period of time, or in a bona fide retail operation which is for sale to any qualified independent person at a fair and reasonable price, or in a bona fide relationship in which an independent person has made a significant investment subject to loss in the business operation and can reasonably expect to acquire full ownership of such business on reasonable terms and conditions.

e. Discriminating unfairly among its franchisees or unreasonably failing or refusing to comply with any terms of a franchise agreement.

f. Obtaining money, goods, services, or any other benefit from any other person with whom the franchisee does business, on account of, or in relation to, the transaction between the franchisee and the other person, other than compensation for services rendered by the franchisor, unless the benefit is promptly accounted for and transmitted to the franchisee.

g. Increasing prices of goods provided by the franchisor which the franchisee had ordered for retail consumers prior to the franchisee's receipt of a written official price increase notification. Price increases caused by conformity to a state or federal law, the revaluation of the United States dollar in the case of foreign-made goods or pursuant to the franchise agreement are not subject to this paragraph.

h. Using deceptive advertising or engaging in deceptive acts in connection with the franchise or the franchisor's business.

3. The franchisee does not waive any right under Indiana statutes with regard to prior representations made in the Franchise Disclosure Document.

4. To the extent that the Indiana Act applies to the parties, each provision of the Franchise Agreement which is unlawful pursuant to the Indiana Act is deemed to be amended by the parties to conform with the Indiana Act

Exhibit B

MARYLAND ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

1. The Franchise Agreement requires you to execute a general release of all claims against us upon the assignment/transfer of your franchise. To the extent that the Maryland Law applies to the parties, the general release shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law (the "Maryland Law").

2. The Maryland Law Section 14-226 prohibits a franchisor from requiring a franchisee to agree to a release, estoppel or waiver of liability as a condition of purchasing a franchise. To the extent that the Maryland Law applies to the parties, none of the representations that you must make in purchasing the franchise are intended, or shall be construed, as a release, estoppel or waiver of claims arising under the Maryland Law.

3. The Maryland Law Section 14-216(c)(25) requires us to file an irrevocable consent to be sued in the State of Maryland.

4. To the extent that the Maryland Law applies to the parties, if any provision in any of the contracts that you enter into with us requires venue for litigation to be in a state other than Maryland, Maryland Law supersedes such provision. Additionally, Maryland residents and non-residents who own a franchise located in the State of Maryland are permitted to bring any lawsuit in Maryland for claims arising under the Maryland Law. Claims arising under the Maryland Law must be brought within 3 years after the grant of the franchise.

5. The provisions in the Franchise Agreement which provide for termination upon Franchisee's bankruptcy may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).

Exhibit B

DISCLOSURES REQUIRED BY MICHIGAN LAW

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. TO THE EXTENT THAT MICHIGAN LAW APPLIES TO ANY CONTRACT THAT WE ENTER WITH YOU, MICHIGAN LAW PROVIDES THAT EACH OF THE FOLLOWING PROVISIONS ARE VOID AND UNENFORCEABLE IF CONTAINED IN ANY DOCUMENTS RELATING TO A FRANCHISE:

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

2. 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.

3. 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.

4. 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 to the parties 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 the franchisor's intent not to renew the franchise.

5. 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.

6. 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.

7. A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

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

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

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

d. The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

8. 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).

9. 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.

Michigan law provides that a franchisor whose most recent statements are unaudited and which show a net worth of less than $100,000 shall, at the request of a franchisee, arrange for the escrow of initial investment and other funds paid by the franchisee or subfranchisor until the obligations to provide real estate, improvements, equipment, inventory, training, or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow. In the event that an escrow is so established, the escrow agent shall be a financial institution authorized to do business in the State of Michigan. The escrow agent may release to the franchisor those amounts of the escrowed funds applicable to a specific franchisee or subfranchisor upon presentation of an affidavit executed by the franchisee and an affidavit executed by the franchisor stating that the franchisor has fulfilled its obligation to provide real estate, improvements, equipment, inventory, training, or other items. This portion of the Michigan law does not prohibit a partial release of escrowed funds upon receipt of affidavits of partial fulfillment of the franchisor's obligation.

SHOULD THE PROSPECTIVE FRANCHISEE HAVE ANY QUESTIONS REGARDING THE NOTICE OF THIS FILING WITH THE ATTORNEY GENERAL, SUCH QUESTIONS SHOULD BE ADDRESSED TO:

Department of the Attorney General
Consumer Protection Division
Antitrust and Franchise Section
PO Box 30213
Lansing, MI 48909
(517)373-7117

Exhibit B

MINNESOTA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

We are required to make the following disclosures to Minnesota residents and nonresidents who buy a franchise to be operated in Minnesota.

The Franchise Agreement and all related agreements have been entered into in the Commonwealth of Pennsylvania. The Franchise Agreement provides that any matter whatsoever which arises out of or is connected in any way with the Franchise Agreement or the franchise granted to you shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania. To the extent the Minnesota franchise law (Minn. Stat. sections 80C.01 to 80C.22 and the rules promulgated thereunder ("the Minnesota Act")) applies to any contract that we enter into with you, then we amend each of the applicable sections of the Franchise Disclosure Document to reflect the following wherever appropriate:

1. Minn. Stat. Sec. 80C.21 declares void any condition, stipulation or provision purporting to bind a person to waive compliance with the Minnesota Act. To the extent the Minnesota Act applies to the parties, if any of the contracts that you sign with us contain a general release, or require you to sign a general release at a later date, in favor of us or our affiliates, the general release will not operate to extinguish any claims that you may have arising under, or relieve any person from liability imposed by, the Minnesota Act.

2. The Minnesota Act protects your right to require that the venue of any dispute not subject to binding arbitration be in Minnesota. The Minnesota Act also provides that Minnesota law govern all contracts with us and protects your right to a jury trial. To the extent any contract that you sign with us is inconsistent with the Minnesota Act and the Minnesota Act applies to the parties, the contract shall be modified to conform with the Minnesota Act.

3. If any contract that you sign with us contains procedures for terminating the contract that are inconsistent with the Minnesota Act and the Minnesota Act applies to the parties, the contract shall be modified to add the following:

> "Provided, however, with respect to franchises governed by Minnesota law, AAMCO agrees to comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which, as of the date of this Agreement, require, except in certain specified cases enumerated in the referenced statute, that AAMCO give Franchisee a minimum of 90 days notice of termination (with a minimum of 60 days to cure) and a minimum of 180 days notice for non-renewal of the franchise agreement."

4. If any contract that you sign with us requires you to consent to our obtaining injunctive relief and the Minnesota Act applies to the parties, the contract shall be amended to provide that, pursuant to Minn. Rule 2860.4400J, Franchisee cannot give such consent; provided, however, nothing shall prevent us from applying to a forum for injunctive relief.

5. If any contract that you sign with us contain a limitations period for bringing claims against us which is shorter than the limitations period provided under the Minnesota Act and the Minnesota Act applies to the parties, the contract shall be modified to conform to the Minnesota Act.

6. To the extent that the Minnesota Act applies to the parties, the Minnesota Act requires us to indemnify you from any loss, costs or expenses that you might incur arising out of a third party challenge to your authorized use of our service marks.

Exhibit B

NEW YORK ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

A. We add the following to the Franchise Disclosure Document cover page:

THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE PROSPECTUS. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS PROSPECTUS.

1. The New York State Department of Law, by administrative rule, requires us to advise you of the following disclosure question, which we answer in our response in Item 3:

Except as we disclose in Item 3, neither we, any predecessor, any person identified in item 2, or any affiliate offering franchises under our principal trademark:

a. Has an administrative, criminal or civil action pending against that person alleging: a felony; a violation of a franchise; antitrust or securities law; fraud, embezzlement, fraudulent conversion, misappropriation of property; unfair or deceptive practices or comparable civil or misdemeanor allegations. In addition, include pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations. If so, disclose the names of the parties, the forum, nature, and current status of the pending action. AAMCO may include a summary opinion of counsel concerning the action if the attorney's consent to the use of the summary opinion of counsel concerning the action if the attorney's consent to the use of the summary opinion is included as part of this Franchise Disclosure Document.

b. Has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ten-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud or securities law; fraud, embezzlement, fraudulent conversion or misappropriation of property, or unfair deceptive practices or comparable allegations. If so, disclose the names of the parties, the forum and date of conviction or date judgment was entered; penalty or damages assessed, and/or terms of settlement.

c. Is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a federal, State or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent. If so, disclose the name of the person; the public agency, association, or exchange; the court, or other forum; a summary of the allegations or facts found by the agency, association, exchange or court; and the date, nature, terms and conditions of the order or decree.

2. The New York State Department of Law, by administrative rule, requires us to advise you of the following disclosure question, which we answer in our response in Item 4:

State whether the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the Franchise Disclosure Document: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtain a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after the officer or general partner of the franchisor held this position in the company or partnership. If so, disclose the name of the person and/or company that was the debtor under the Bankruptcy Code, the Date of the action and the materials facts.

3. In addition to the information disclosed in Item 5:

We use the initial franchise fee to pay general administrative expenses we incur in satisfying federal and state franchise sales rules, locating and evaluating prospective franchisees, and servicing franchisees pursuant to the Franchise Agreement.

4. In addition to the information disclosed in Item 17:

a. The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. There may be court decisions in the State of New York limiting our ability to restrict your activities after the Franchise Agreement has ended.

b. The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).

c. You may terminate the Franchise Agreement upon any grounds available by law.

d. The choice of law provision described in Item 17 shall not be considered a waiver of any right conferred upon either you or us by the General Business Law of the State of New York and the regulations thereunder.

e. The Franchise Agreement and all related agreements have been entered into in the Commonwealth of Pennsylvania. The Franchise Agreement provides that any matter whatsoever which arises out of or is connected in any way with the Franchise Agreement or the franchise granted to you shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania. To the extent that New York law applies to the parties, the choice of Pennsylvania law as the governing law should not be considered a waiver of any right conferred upon the franchisor or franchisee by Article 33 of the General Business Law of the State of New York.

f. We will not assign our rights or duties under the Franchise Agreement except to an assignee who, in the good faith judgment of AAMCO, is willing and able to assume AAMCO's obligations under the Franchise Agreement.

g. Revisions to the Operations Manual will not unreasonably increase your obligations or place an excessive economic burden on your operations.

Exhibit B

RHODE ISLAND ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

Section 19-28.1-14 of the Rhode Island Franchise Investment Act ("Rhode Island Act") states that a provision in a Franchise Agreement restricting jurisdiction or venue for litigation to a forum outside of Rhode Island or requiring the application of the laws of another state is void with respect to an otherwise enforceable claim that is not subject to binding arbitration. If there is a conflict between the Rhode Island Act and Pennsylvania law, then, to the extent of the conflict, the Rhode Island Act shall control.

Exhibit B

VIRGINIA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

Any provision in any of the contracts that you sign with us provides for termination of the franchise upon the bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. 101 et seq.).

Exhibit B

WASHINGTON ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

1. The State of Washington has a statute, RCW 19.100.180, which may supersede the provisions of the contracts that you enter into with us pertaining to, among other subjects, the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the provisions of the contracts that you enter into with us.

2. To the extent that the applicable governing law stipulated in any of the contracts that you sign with us conflicts with the Washington Franchise Investment Protection Act, Chapter 19.100 RCW (the "Washington Act"), and the Washington Act applies to the parties, the Washington Act shall prevail.

3. A release or waiver of rights executed by a franchisee who is a resident of Washington or who is a nonresident of Washington but operates a franchise in Washington shall not include rights that arise under the Act, except when the release or waiver is executed pursuant to a negotiated settlement agreement provided each party is represented by independent counsel in the settlement negotiations. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims arising under the Act or which reduce or limit your rights or remedies under the Act, such as the right to a jury trial, may not be enforceable under the Act.

4. Under Washington law, transfer fees are collectible to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Exhibit B

WISCONSIN ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

The Wisconsin Fair Dealership Law ("Wisconsin Law") applies to most, if not all Franchise Agreements and prohibits the termination, cancellation, nonrenewal or substantial change of the competitive circumstances of a dealership agreement without good cause. The Wisconsin Law further provides that at least 90 days prior written notice of the proposed termination, cancellation, nonrenewal or substantial change must be given to the dealer. The Wisconsin Law gives the dealer 60 days to cure the deficiency and if the deficiency is timely cured, the notice is void. The Wisconsin Law may supersede and control the terms of your relationship with us with respect to these subject matters. To the extent that any provision of any contract that you enter into with us pertaining to your franchise rights is inconsistent with the Wisconsin Law, the Wisconsin Law will control.

Exhibit C

AMENDMENT TO FRANCHISE AGREEMENT
STATE OF ILLINOIS

The following replaces sections 26.1, 26.2 and 29:

26.1 This Agreement and all related agreements have been entered into in the Commonwealth of Pennsylvania and any matter whatsoever which arises out of or is connected in any way with the Agreement or the franchise granted shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania. If there is a conflict with Pennsylvania law, then this Agreement is subject to the Illinois Franchise Disclosure Act of the State of Illinois, and Franchisee's rights are governed by that Act.

26.2 The parties specifically acknowledge that any provision in this Agreement which designates jurisdiction or venue in a forum outside of the State of Illinois is void with respect to any cause of action which otherwise is enforceable in the State of Illinois, provided that a franchise agreement may provide for arbitration in a forum outside of the State of Illinois.

The parties further agree that the mailing by certified or registered mail, return receipt requested or by an overnight carrier service that provides a receipt to such party's last known address of any process shall constitute lawful and valid process.

The parties shall have the right to mutually agree upon a locale in which such arbitration hearings are to take place. These arbitration hearings will not be limited by any conflicting provision contained within this agreement.

If any of the provisions of this Agreement governing termination or nonrenewal are inconsistent with Illinois law, 815 ILCS 705/19 and 705/20, then that Illinois law shall apply.

29 Entire Agreement - This Agreement contains the entire agreement of the parties, and supersedes, cancels, and revokes any and all other agreements between the parties relating to the subject matter of this Agreement. There are no representations, warranties, promises or inducements, either oral or written, except for or other than those contained in the FDD and in this Agreement. Except as set forth in section 7.3, this Agreement may be modified only by an agreement in writing signed by the party against whom enforcement of such modification is sought.

IN WITNESS WHEREOF, the parties have executed this addendum as set forth below.

Date: _____, 20 ___

ATTEST:

_____

_____
Witness

AAMCO TRANSMISSIONS, INC.

By: _____

_____
Franchisee

Exhibit C

AMENDMENT TO FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT STATE OF MINNESOTA

The following is in addition to section 13.3 of the Franchise Agreement:

13.3 **Protection of the System**

The Minnesota Department of Commerce requires that AAMCO indemnify Minnesota franchisees against liability to third parties resulting from claims by third parties that Franchisee's use of AAMCO's trademark infringes trademark rights of a third party. AAMCO does not indemnify against the consequences of Franchisee's use of AAMCO's trademark except in accordance with the requirements of the franchise, and, as a condition to indemnification, Franchisee must provide written notice to AAMCO of any such claim within 10 days and tender the defense of the claim to AAMCO. If AAMCO accepts the tender of defense, AAMCO has the right to manage the defense of the claim including the right to compromise, settle, or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim. AAMCO will protect the Franchisee's right to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the Franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name, so long as the use is in accordance with the Franchise Agreement.

Section 5.3 of the Franchise Agreement is stricken in its entirety and a new section 5.3 is substituted as follows:

5.3 **Customer Satisfaction Fund**

(a) Franchisee acknowledges that he has paid the sum of $5,000 as a customer satisfaction fund. This fund shall be retained by AAMCO and AAMCO shall have the right to reimburse customers of Franchisee's center from this fund. AAMCO has sole and absolute discretion in determining the amount of reimbursement from this fund, and agrees to act reasonably in making such determinations.

(b) Franchisee acknowledges that the creation and use of this fund is a condition of the franchise and is intended to maintain a high level of customer satisfaction and to minimize or resolve customer complaints. It is agreed that AAMCO may use this fund to issue refunds to customers of Franchisee as AAMCO may determine. Franchisee hereby authorizes AAMCO to apply the money in this fund for the purposes specified in this section without prior, actual notice to Franchisee that the money has been applied.

(c) Franchisee agrees that should the amount in this fund with AAMCO become less than $5,000, then Franchisee, upon notice from AAMCO, shall pay whatever amount is needed so the amount in this fund equals $5,000.

(d) AAMCO agrees to pay interest on this fund at the rate of 3% less than prime rate as established by a leading bank as determined by AAMCO averaged over the preceding 12 months to a maximum of 6% per year, provided that Franchisee is, at all times, in full compliance with the provisions of this section. AAMCO shall have no obligation to establish a separate bank account for such fund.

(e) The deposit shall be reimbursed to Franchisee upon termination of this Agreement if the Center is sold by Franchisee in accordance with section

18.2 of this Agreement and the new franchisee assumes Franchisee's warranty obligations and pays a customer satisfaction fund to AAMCO. In all other situations when this Agreement terminates, expires or is rescinded, AAMCO may use the fund to cover the costs of warranty work arising from warranties issued by the Center prior to the termination, expiration or rescission of this Agreement; and AAMCO may retain the fund for a period of three (3) years from the date of termination, at which time any remaining balance will be returned to Franchisee provided Franchisee has complied in full with sections 19 and 20 of this Agreement. All warranty repairs charged under this subsection shall be performed at and in accordance with AAMCO's then current Intershop Warranty rate and policies and procedures.

Section 19.1 of the Franchise Agreement is stricken in its entirety and a new section 19.1 is substituted as follows:

19.1 **Termination by AAMCO**

(a) Upon the happening of any of the following events, this franchise shall terminate immediately upon receipt by Franchisee of written notice of termination as follows:

(1) Voluntary abandonment of the franchise by Franchisee;

(2) The conviction of Franchisee in a court of competent jurisdiction of an offense directly related to the business conducted pursuant to this franchise;

(3) Failure to cure a default under this Agreement which materially impairs the goodwill associated with AAMCO's trade name, trademark, service mark or other commercial symbol after Franchisee has received written notice to cure at least 24 hours in advance;

(b) Upon the happening of any of the following events, this franchise shall terminate 60 days after receipt by Franchisee of written notice of termination:

(1) if Franchisee fails to complete the initial training program to AAMCO's satisfaction, this Agreement will be terminated immediately; or

(2) if Franchisee is delinquent in the payment of the franchise fee or any advertising fee or sum, or any other payment due AAMCO or under this Agreement;

(3) if Franchisee shall be adjudicated a bankrupt or declared insolvent; if a temporary or permanent receiver of his property or any part thereof is appointed by a court of competent authority; if he makes a general assignment for the benefit of his creditors; if execution is levied against his business or property; if Franchisee abandons the Center or ceases its operation for a period of more than five (5) consecutive business days;

(4) if Franchisee sells or attempts to sell, transfer or assign his rights in the Center and/or under this Agreement without the approval of AAMCO as required by this Agreement;

(5) if Franchisee terminates or attempts to terminate or rescind this Agreement for any reason;

(6) if Franchisee fails to make any payments to an advertising agency and/or a local advertising group or pool or to make any other advertising payment required by section 11 of this Agreement;

(7) if Franchisee defaults in the performance of any of the other terms, conditions and obligations of this Agreement or of his lease for the premises at which the Center is located.

(8) if, in the sole judgment of AAMCO, Franchisee breaches paragraph 8 (a) or 8 (c).

(c) Upon receipt of notice pursuant to Section 19.1(b), Franchisee shall have 60 days within which to cure completely any such default. Failure of Franchisee to effect such cure within the 60 day period shall result in the immediate termination of this franchise. It shall be Franchisee's responsibility to advise AAMCO of his attempt to cure any default.

(d) Any notice of termination which is based, in whole or in part, upon the fraudulent acts of Franchisee or on Franchisee's failure to deal honestly and fairly with AAMCO or with any customer of the Center shall be effective upon receipt thereof by Franchisee, and the provisions of subparagraph 19.1(c) shall not be applicable thereto.

Minnesota Rule 2860.4400(j) forbids liquidated damages; therefore, any section regarding liquidated damages does not apply to Minnesota franchisees.

Minnesota Statutes 1986, Chapter 80C, Sec. 80C.14

Subd. 3. Termination or Cancellation. (a) No person may terminate or cancel a franchise unless: (i) that person has given written notice setting forth all the reasons for the termination or cancellation at least 90 days in advance of termination or cancellation, and (ii) the recipient of the notice fails to correct the reasons stated for termination or cancellation in the notice within 60 days of receipt of the notice; except that the notice is effective immediately upon receipt where the alleged grounds for termination or cancellation are:

(1) voluntary abandonment of the franchise relationship by the franchisee;

(2) the conviction of the franchisee of an offense directly related to the business conducted pursuant to the franchise; or

(3) failure to cure a default under the franchise agreement which materially impairs the goodwill associated with the franchisor's trade name, trademark, service mark, logotype or other commercial symbol after the franchisee has received written notice to cure of at least 24 hours in advance thereof.

(b) No person may terminate or cancel a franchise except for good cause. "Good cause" means failure by the franchisee to substantially comply with the material and reasonable franchise requirements imposed by the franchisor including, but not limited to:

(1) the bankruptcy or insolvency of the franchisee;

(2) assignment for the benefit of creditors or similar disposition of the assets of the franchise business;

(3) voluntary abandonment of the franchise business;

(4) conviction or a plea of guilty or no contest to a charge of violating any law relating to the franchise business; or

(5) any act by or conduct of the franchisee which materially impairs the goodwill associated with the franchisor's trademark, trade name, service mark, logotype or other commercial symbol.

Subd. 4. Failure to Renew. Unless the failure to renew a franchise is for good cause as defined in subdivision 3, paragraph (b), and the franchisee has failed to correct reasons for termination as required by subdivision 3, no person may fail to renew a franchise unless (1) the franchisee has been given written notice of the intention not to renew at least 180 days in advance of the expiration of the franchise; and (2) the franchisee has been given an opportunity to operate the franchise over a sufficient period of time to enable the franchisee to recover the fair market value of the franchise as a going concern, as determined and measured from the date of the failure to renew. No franchisor may refuse to renew a franchise if the refusal is for the purpose of converting the franchisee's business premises to an operation that will be owned by the franchisor for its own account.

Subd. 5. Withholding Consent to Transfer. It is unfair and inequitable for a person to unreasonably withhold consent to an assignment, transfer, or sale of the franchise whenever the franchisee to be substituted meets the present qualifications and standards required of the franchisees of the particular franchisor.

Section 20(d) of the Franchise Agreement is stricken in its entirety and a new section 20(d) is substituted as follows:

20(d) Franchisee acknowledges that because of the business of AAMCO and the strength of the AAMCO name and trademark, the restrictions contained in this section 20(d) are reasonable and necessary to protect the legitimate interests of AAMCO and that any violation of these restrictions will result in irreparable injury to AAMCO. Therefore, Franchisee acknowledges that, in the event of such violation, AAMCO shall be entitled to seek from a court or tribunal preliminary and permanent injunctive relief and damages, as well as an equitable accounting of all earnings, profits and other benefits, arising from such violation, which remedies shall be cumulative and in addition to any other rights and remedies to which AAMCO shall be entitled. If Franchisee violates any restriction contained in this section 20(d) and it is necessary for AAMCO to seek equitable relief, the restrictions contained herein shall remain in effect for two (2) years after such relief is granted.

The following language is added to section 26 of the Franchise Agreement:

Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Franchise Disclosure Document or agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

IN WITNESS WHEREOF, the parties have executed this Addendum as set forth below.

_____201__

AAMCO TRANSMISSIONS, INC.

_____

Franchisee

By: _____

Exhibit C

AMENDMENT TO FRANCHISE AGREEMENT
STATE OF NORTH DAKOTA

19.1 TERMINATION

The following is added to section 19.1 of the Franchise Agreement:

Section 51-19-09, N.D.C.C. forbids liquidated damages; therefore, any section regarding liquidated damages does not apply to North Dakota franchisees.

20 COVENANT NOT-TO-COMPETE

The following is added to section 20 of the Franchise Agreement:

Covenants not to compete such as those mentioned in this section, are generally considered unenforceable in the State of North Dakota.

26 JURISDICTION

The following is added to section 26 of the Franchise Agreement:

This section shall not in any way abrogate or reduce any rights of Franchisee as provided for in the North Dakota Franchise Investment Law, Section 51-19-09, including the right to submit matters to the jurisdiction of the courts of North Dakota.

This Agreement shall be deemed to have been made within the Commonwealth of Pennsylvania and shall be interpreted according to the laws of Pennsylvania. If there is a conflict with Pennsylvania law, then this Agreement is subject to the Franchise Investment Law of the State of North Dakota, and Franchisee's rights are governed by the laws of North Dakota.

27 JURY WAIVER

The following is added to section 27 of the Franchise Agreement:

Jury Waiver such as those mentioned in this section are generally considered unenforceable in the State of North Dakota.

MEDIATION AND ARBITRATION

The following is added to section 28 of the Franchise Agreement:

(c) The parties shall have the right to mutually agree upon a locale in which such arbitration hearings are to take place. These arbitration hearings will not be limited by any conflicting provision contained within this Agreement.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date set forth below.

_____ AAMCO TRANSMISSIONS, INC.
Date

_____ By:_____
Attest:

Exhibit C

AMENDMENT TO FRANCHISE AGREEMENT

STATE OF RHODE ISLAND

The following is added to section 26:

26 Jurisdiction - §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."

IN WITNESS WHEREOF, the parties have executed this addendum as set forth below.

Date:_____, 20___

ATTEST:

_____

_____
Witness

AAMCO TRANSMISSIONS, INC.

By:_____

_____
Franchisee

Exhibit C

AMENDMENT TO FRANCHISE AGREEMENT
FOR THE STATE OF SOUTH DAKOTA

This Addendum to the Franchise Agreement is agreed between _____ ("Franchisee") and AAMCO Transmissions, Inc. to amend and revise the Franchise Agreement as follows:

Item 17 of the Franchise Disclosure Document and section 8(o) of the Franchise Agreement are amended by the addition of the following language to the original language that appears therein:

Every contract in which the amount of damage or compensation for breach of an obligation is determined in anticipation thereof is void to that extent, except the parties may agree therein upon an amount presumed to be the damage for breach in cases where it would be impracticable or extremely difficult to fix actual damage. SDCL 53-9-5.

Item 17 of the Franchise Disclosure Document is amended by the addition of the following language and section 19.1(b) of the Franchise Agreement is deleted in its entirety:

Upon receipt of notice pursuant to section 19.1(a) and except as set forth in section 19.1(c), Franchisee shall have 30 days within which to cure completely any such default. Failure of Franchisee to effect such cure within this cure period shall result in the immediate termination of the franchise. It shall be Franchisee's responsibility to advise AAMCO of his attempt to cure the default.

Item 17 of the Franchise Disclosure Document and section 20 of the Franchise Agreement are amended by the addition of the following language to the original language that appears therein:

(e) Covenants not-to-compete upon termination or expiration of the Franchise Agreement are generally unenforceable in the State of South Dakota, except in certain instances as provided by law.

Item 17 of the Franchise Disclosure Document and section 26 of the franchise agreement are amended by:

The law regarding franchise registration and contracts in restraint of trade will be governed by the laws of state of South Dakota; but as to contractual and all other matters, this Agreement, all provisions of this Agreement and all provisions of this Amendment will be and remain subject to the application, construction, enforcement and interpretation of the laws of the Commonwealth of Pennsylvania.

Any provision in the Franchise Agreement restricting jurisdiction or venue to a forum outside of South Dakota or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under the South Dakota Franchise Act.

IN WITNESS WHEREOF, the parties have executed this Addendum effective this _____ day of _____, 20___.

ATTEST:	AAMCO TRANSMISSIONS, INC
_____	By:_____
_____	_____
Witness	Franchisee
_____	_____
Witness	Franchisee

Exhibit D

DIRECTORY OF STATE ADMINISTRATORS

Listed below are the names, addresses and telephone numbers of the state agencies having responsibility for franchising disclosure/registration laws:

California

Department of Corporations
State of California
Suite 750
320 W. 4th Street
Los Angeles, California 90013-2344
(213) 576-7500
(866) 275-2677

Hawaii

Hawaii Commissioner of Securities
Department of Commerce and
Consumer Affairs
Business Registration Division
State of Hawaii
P.O. Box 40
Honolulu, Hawaii 96810
(808) 586-2744

Illinois

Franchise Bureau
Illinois Attorney General
500 South Second Street
Springfield, Illinois 62706
(217) 782-4465

Indiana

Franchise Section
Indiana Securities Division
Room E-111
302 West Washington Street
Indianapolis, Indiana 46204
(317) 232-6681

Maryland

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

Michigan

Consumer Protection Division
Franchise Section
Michigan Department of Attorney
General
G. Mennen Williams Building, 6th
Floor
Lansing, Michigan 48933
(517) 373-7117

Exhibit D

Minnesota

Minnesota Department of Commerce
Franchise Section
85 7th Place East
St. Paul, Minnesota 55101-2198
(651) 296-6328

New York

Bureau of Investor Protection and Securities
New York State Department of Law
120 Broadway, 23rd Floor
New York, New York 10271
(212) 416-8211

North Dakota

North Dakota Securities Department
State of North Dakota
600 East Boulevard Avenue, Fifth Floor
Bismarck, North Dakota 58505-0510
(701) 328-4712

Oregon

Department of Consumer and Business Services
Division of Finance and Corporate Securities
Labor and Industries Building
Salem, Oregon 97310
(503) 378-4140

Rhode Island

Division of Securities
State of Rhode Island
Suite 232
233 Richmond Street
Providence, Rhode Island 02903
(401) 222-3048

South Dakota

Division of Securities
Department of Revenue and Regulation
445 E. Capitol Avenue
Pierre, South Dakota 57501-3185
(605) 773-4823

Virginia

State Corporation Commission
Division of Securities and Retail Franchising
1300 East Main Street, 9th floor
Richmond, Virginia 23219
(804) 371-9051

Washington

Department of Financial Institutions
Securities Division
P.O. Box 9033
Olympia, Washington 98507-9033
(360) 902-8738

Wisconsin

Division of Securities
Department of Financial Institutions
Wisconsin Commissioner of Securities
P.O. Box 1768
Madison, Wisconsin 53701-1768
(608) 266-8559

Exhibit E

LIST OF AGENTS FOR SERVICE OF PROCESS

California

Commissioner of Corporations
State of California
Department of Corporations
Suite 750
320 W. 4th Street
Los Angeles, California 90013-2344

CT Corporation
818 W 7th Street
Los Angeles, CA 90017

Hawaii

Hawaii Commissioner of Securities
Department of Commerce and Consumer Affairs
Business Registration Division
State of Hawaii
335 Merchant Street, Room 203
Honolulu, Hawaii 96813

The Corporation Company, Inc.
1000 Bishop Street
Honolulu, HI 96813

Illinois

Office of Attorney General
State of Illinois
500 South Second Street
Springfield, Illinois 62706

C T Corporation System
208 South LaSalle Street
Chicago, IL 60604

Indiana

Secretary of State
State of Indiana
201 State House
200 West Washington Street
Indianapolis, Indiana 46204

Maryland

Maryland Securities Commissioner
Office of the Attorney General
Securities Division
200 Saint Paul Place
Baltimore, Maryland 21202-2020

The Corporation Trust Incorporated
300 East Lombard Street
Baltimore, MD 21202

Michigan

Michigan Department of Commerce
Corporation & Securities Bureau
6546 Mercantile Way
Lansing, MI 48909

Minnesota

Commissioner of Commerce
Minnesota Department of Commerce
Franchise Section
85 7th Place East
St. Paul, Minnesota 55101-2198

C T Corporation System Inc.
405 Second Avenue, South
Minneapolis, MN 55401

New York

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

C T Corporation System
111 Eight Avenue
New York, NY 10011

North Dakota

North Dakota Securities Commissioner
North Dakota Securities Department
Fifth Floor
600 East Boulevard Avenue
Bismarck, North Dakota 58505-0510

C T Corporation System
314 East Thayer Avenue
Bismarck, ND 58501

Oregon

Department of Consumer and Business Services
Division of Finance and Corporate Securities
State of Oregon
350 Winter Street, N.E., Room 21
Salem, Oregon 97310

Rhode Island

Director of Business Regulation
Department of Business Regulation
Division of Securities
State of Rhode Island
233 Richmond Street, Suite 232
Providence, Rhode Island 02903

C T Corporation System
10 Weybosset Street
Providence, RI 02903

South Dakota

Franchise Administration
Division of Securities
Department of Revenue and Regulation
State of South Dakota
445 E. Capitol Avenue
Pierre, South Dakota 57501-3185

C T Corporation System
319 South Coteau Street
Pierre, SD 57501

Virginia

Clerk of the State Corporation Commission
1300 East Main Street, 1st Floor
Richmond, Virginia 23219

Commonwealth Legal Services Corporation
4701 Cox Road, Suite 301
Glen Allen, VA 23060-6802

Washington

Director of Financial Institutions
Securities Division
State of Washington
150 Israel Rd. SW
Tumwater, Washington 98501

C T Corporation System
520 Pike Street
Seattle, WA 98101

Wisconsin

Commissioner of Securities
Wisconsin Securities Commission
345 W. Washington, 4th Floor
Madison, Wisconsin 53703

C T Corporation System
8025 Excelsior Drive, Suite 200
Madison, WI 53717

Exhibit F

LIST OF STATE AND LOCAL LAWS

Some states have enacted laws and regulations governing how auto repair facilities are to repair or rebuild a transmission. These states are California and New York.

Some states, provinces and localities have enacted laws or regulations governing how auto repair facilities provide general automotive repair services, such as brakes, oil changes, vehicle maintenance, etc. Additionally, these states and provinces may have laws requiring auto mechanics to register, to meet certain minimum standards and/or to be certified. These include Broward County, Florida, Dade County, Florida, Hawaii, Michigan, Washington, D.C. and the province of Ontario.

Some states and localities have enacted laws and regulations requiring auto repair facilities to register. These are California, Connecticut, Florida, Broward County, Florida, Dade County, Florida, Hawaii, Chicago, Illinois, Michigan, Montgomery County, Maryland, Prince Georges County, Maryland, Nevada, New York, Rhode Island, Dallas, Texas and Washington, D.C.

Most states and provinces and some localities and municipalities have enacted laws or regulations governing how a receipt for auto repairs is to be prepared. They are Alaska, California, Colorado, Connecticut, Delaware, Florida, Hawaii, Illinois, Iowa, Montgomery County, Maryland, Maryland, Massachusetts, Michigan, Minnesota, Nevada, New Hampshire, New Jersey, New York, North Carolina, Ohio, Oregon, Pennsylvania, Tennessee, City of Dallas, Texas, Utah, Virginia, Washington, Washington D.C., Wisconsin and the province of Ontario. Many require the posting of signs in auto repair facilities. You should check with your state's, province's, county's and city's consumer protection department or office for laws and regulations that may be applicable to you because you will operate an auto repair facility. In the province of Ontario, the Motor Vehicle Repair Act details how an invoice is to be prepared and how customer authorizations are documented. This Act also requires the posting of a sign in your center and sets forth minimum requirements for a warranty.

Some states and provinces have enacted laws and regulations requiring individuals or businesses selling extended service contracts to register and be licensed. These states are Florida and Wyoming and the provinces of Saskatchewan, British Columbia and Alberta.

Some states and provinces have enacted laws and regulations requiring that the forms used to sell service agreements contain specific provisions and disclosures. These states are Alabama, California, Iowa, Massachusetts, New York, North Carolina, Oklahoma and Texas and the provinces of Alberta, British Columbia, Ontario and Saskatchewan. Some states also require the review and approval of extended service contracts and that the contracts contain specific provisions and disclosures. They are Arizona, Florida, Georgia, Minnesota, Mississippi, Nebraska, New Hampshire, Oregon, Utah, Washington, Wisconsin, Wyoming, and the province of Saskatchewan.

Exhibit G

LIST OF FRANCHISE OUTLETS

Name	Street	City	ST	Zip	Country	Phone
EDWARD J BULAWA	211 14TH ST NW	CALGARY	AB	T2N 1Z6	CND	(403) 283-6671
AMIN H ZAHALAN	6512 75TH STREET	EDMONTON	AB	T6E 6E4	CND	(780) 420-1386
ANWAR VIRJI / ANIL LADHA	15831 STONEY PLAIN	EDMONTON	AB	T5P 3Z7	CND	(780) 483-7037
JAMES H KIRKLAND	1109 S QUINTARD AVE	ANNISTON	AL	36201	USA	(256) 238-1148
LYAN BOURKE THOMAS	2610 6TH AVE S	BIRMINGHAM	AL	35233	USA	(205) 322-2483
GERD R ANDERSON	1251 CENTERPOINT PKWY.	BIRMINGHAM	AL	35215	USA	(205) 853-9095
JOHN W CRAMER	23801 HWY 98 PO BOX 309	MONTROSE	AL	36559	USA	(251) 928-1154
TERRY/TIMOTHY KENNAMORE	119 S SEMINARY ST	FLORENCE	AL	35630	USA	(256) 766-4244
TIMOTHY IOTT	2519 MEMORIAL PARKWAY - S	HUNTSVILLE	AL	35801	USA	(256) 539-5458
ROBERT D BEWLEY	1730 CRESTWOOD BOULEVARD	IRONDALE	AL	35210	USA	(205) 956-5440
JAMES L BRADY/JACK N	110 EASTDALE ROAD S	MONTGOMERY	AL	36117	USA	(334) 277-8500
ROBERT D BEWLEY	3017 MC FARLAND BLVD E	TUSCALOOSA	AL	35401	USA	(205) 556-8411
ROBERT D BEWLEY	1452 MONTGOMERY HIGHWAY	VESTAVIA HILLS	AL	35216	USA	(205) 822-1180
GERD ANDERSON	199 CHESTNUT STREET	TRUSSVILLE	AL	35215	USA	(205) 655-8085
WAYMON L HENRY	3270 N COLLEGE AVE	FAYETTEVILLE	AR	72703	USA	(479) 443-5668
J COOPER BASS	4901 WARDEN RD	N LITTLE ROCK	AR	72116	USA	(501) 758-8400
STEPHEN HOTZ	3801 KELLEY AVENUE	SPRINGDALE	AR	72762	USA	(479) 750-0080
STEPHEN HOTZ	1101 WHEELER AVENUE	FORT SMITH	AR	72901	USA	(479) 242-2700
WAYNE MARTELLA	2341 S VALVISTA DRIVE	GILBERT	AZ	85296	USA	(480) 813-0034
WAYNE MARTELLA	9123 EAST SOUTHERN AVENUE	MESA	AZ	85209	USA	(480) 834-4131
JOHN LINDSAY SR&JR/KEVIN	824 WEST ROUTE 66	FLAGSTAFF	AZ	86001	USA	(928) 226-8206
JOHN P LINDSAY	875 N. MC QUEEN ROAD	GILBERT	AZ	85233	USA	(480) 892-5855
CHARLES/MARTY BLEDSOE	669 N LAKE HAVASU AVE	LAKE HAVASU	AZ	86403	USA	(928) 846-4707
JOHN P LINDSAY	6948 W CHANDLER BOULEVARD	CHANDLER	AZ	85226	USA	(480) 705-0996
RONALD STAFFORD/G STAFFOR	14131 N RIO VISTA BLVD	PEORIA	AZ	85301	USA	(623) 486-1717
SCOTT LEFKOWITZ	12036 CAVE CREEK ROAD	PHOENIX	AZ	85020	USA	(602) 944-2246
RONALD J STAFFORD	8825 N BLACK CANYON HWY	PHOENIX	AZ	85021	USA	(602) 997-6289
JAMES MILLER	322 W VAN BUREN STREET	PHOENIX	AZ	85003	USA	(602) 254-7154
MICHAEL ANDREWS	8225 E BUTHERUS DRIVE	SCOTTSDALE	AZ	85260	USA	(480) 483-7575
JOHN P LINDSAY, SR	2727 N SCOTTSDALE ROAD	SCOTTSDALE	AZ	85257	USA	(480) 941-3063
JOHN P LINDSAY, SR/JR	6871 E FIRST STREET	PRESCOTT VALLEY	AZ	86314	USA	(928) 759-5588
JAMES & MICHAEL ANDREWS	17138 N 134TH DR, STE 104	SURPRISE	AZ	85374	USA	(623) 556-2656
W JOHNSON/JOHN LINDSAY	211 W SOUTHERN AVENUE	TEMPE	AZ	85282	USA	(480) 966-9946
LUIS ORTIZ	333 WEST VALENCIA ROAD	TUCSON	AZ	85706	USA	(520) 807-2922
LUIS ORTIZ	3674 W INA ROAD	TUCSON	AZ	85741	USA	(520) 572-8599
LUIS ORTIZ	7120 E GOLF LINKS ROAD	TUCSON	AZ	85730	USA	(520) 745-5000
WILLIAM FINDER	1699 1ST AVE	YUMA	AZ	85364	USA	(928) 782-9849
GREGORY MOSS	5851 E MCKELLIPS ROAD	MESA	AZ	85215	USA	(480) 830-1110
KURT LARSON	7105 N 51ST AVE SUITE 3	GLENDALE	AZ	85301	USA	(623) 931-3900
SCOTT DREGNE	6033 W BELL ROAD, SUITE R	GLENDALE	AZ	85308	USA	(602) 843-2443
WAYNE MARTELLA	868 S COUNTRY CLUB DRIVE	MESA	AZ	85210	USA	(480) 464-5503
DOUGLAS E HORST	820 NOTRE DAME DRIVE	KAMLOOPS	BC	V2C 6L5	CND	(250) 374-2172

DARREN C LUK	1755 HARVEY AVENUE	KELOWNA	BC	V1Y 6G4	CND	(250) 860-3871
RODNEY K DYCK	16016 FRASER HIGHWAY	SURREY	BC	V4N 0G3	CND	(604) 599-1213
TIM D & GENIE J DEPLONTY	5401 26TH STREET	VERNON	BC	V1T 7G4	CND	(250) 545-7201
DOUGLAS J HALTER	2750 ARBUTUS ST	VANCOUVER	BC	V6J 3Y6	CND	(604) 731-8166
AMERICAN DRIVELINE COMMUN	1420 W VALLEY BLVD	ALHAMBRA	CA	91803	USA	(626) 289-3821
JEFFREY BRAMAN/JOHN LUNA	519 S. BROOKHURST STREET	ANAHEIM	CA	92804	USA	(714) 635-0860
HARMINDER PAL SINGH UPPAL	357 NEVADA STREET-SUITE A	AUBURN	CA	95603	USA	(530) 823-7746
JOHN W WHITE	6601 WHITE LN	BAKERSFIELD	CA	93309	USA	(661) 398-0400
CORTLAND CHRISTIANSEN	1401 UNION AVE	BAKERSFIELD	CA	93305	USA	(661) 281-0307
SEAN CAVANAUGH	3373 S WINCHESTER BLVD	CAMPBELL	CA	95008	USA	(408) 866-2424
C AMADOR/A REAM/W AMADOR	33990 DOHENY PARK RD	CAPISTRANO BEACH	CA	92624	USA	(949) 496-1211
WESLEY YOUNG	2096 MARKET STREET	CONCORD	CA	94520	USA	(925) 676-8167
GORDON H MC CLYMONT	539 W RINCON ST	CORONA	CA	92880	USA	(951) 736-5400
NATHAN RUSSELL	1745 NEWPORT BLVD	COSTA MESA	CA	92627	USA	(949) 646-1666
SAMIR BARUDI	968 EAST ARROW HIGHWAY	COVINA	CA	91724	USA	(626) 966-7491
ALLEN ASHARI	1789 S LA CIENEGA BLVD	LOS ANGELES	CA	90035	USA	(310) 836-3930
WESLEY YOUNG	965 OLIVE DRIVE, SUITE I	DAVIS	CA	95616	USA	(530) 753-0950
ANGELO P GARRUBA	8866 ROSECRANS AVE	DOWNEY	CA	90242	USA	(562) 531-9090
AMERICAN DRIVELINE COMMUN	5015 N GATES AVENUE	FRESNO	CA	93722	USA	(559) 276-1122
WALTER FABIAN VEREDA	355 N JOHNSON AVENUE	EL CAJON	CA	92020	USA	(619) 442-0404
MICHAEL L TANNER	23131 ORANGE AVE	LAKE FOREST	CA	92630	USA	(949) 768-6993
KANGSIK "KHAN" KAY	301 STATE STREET	FAIRFIELD	CA	94533	USA	(707) 429-5606
SUBHASH C MALIK	3670 THORNTON AVENUE	FREMONT	CA	94536	USA	(510) 796-7990
ALDO OLMEDO	7571 CHAPMAN AVENUE	GARDEN GROVE	CA	92841	USA	(714) 373-5708
ENRIQUE HERNANDEZ, JR /	1444 E COLORADO BOULEVARD	GLENDALE	CA	91205	USA	(818) 247-8024
ALFONSO MARTINEZ	1520 W. PACIFIC COAST HWY	HARBOR CITY	CA	90710	USA	(310) 325-7030
N CHRISTENSON/H CHOKSI	22351 MISSION BOULEVARD	HAYWARD	CA	94541	USA	(510) 538-9917
WILLIAM R CHUNG/HEE-YOUNG	1120 AVIATION BOULEVARD	HERMOSA BEACH	CA	90254	USA	(310) 372-1191
PAUL H COMINO	260 N. STATE STREET	HEMET	CA	92543	USA	(951) 652-5005
FRANK V LONG	4665 MELROSE AVENUE	HOLLYWOOD	CA	90029	USA	(323) 661-3566
VIJAY T DESHMUKH	7201 GARFIELD AVENUE	HUNTINGTON BEACH	CA	92648	USA	(714) 842-8722
DERRICK & JOHNNY WALKER	4306 W CENTURY BOULEVARD	INGLEWOOD	CA	90304	USA	(310) 673-2480
JAMES J FISHER	27694 CAMINO CAPISTRANO	LAGUNA NIGUEL	CA	92677	USA	(949) 367-9166
JAMES FERRELL	8074 BROADWAY	LEMON GROVE	CA	91945	USA	(619) 697-8311
MAGGIE/APOLINAR RICO	1040 E WILLOW ST	SIGNAL HILL	CA	90806	USA	(562) 426-6494
STEVEN/CHRISTOPHER BECKER	334 E LOCKFORD STREET	LODI	CA	95240	USA	(209) 334-5101
MICHAEL J LONG	3029 SOUTH ST SUITE B	LONG BEACH	CA	90805	USA	(562) 529-8333
MARIA LACERDA	101 W 16TH STREET	MERCED	CA	95340	USA	(209) 723-4345
OSVALDO & ARACELY FIERRO	1652 S MAIN STREET	MILPITAS	CA	95035	USA	(408) 945-9510
JOE D EWING	4231-A MCHENRY AVE	MODESTO	CA	95356	USA	(209) 571-2626
SAMIR E BARUDI	1827 S MYRTLE AVENUE	MONROVIA	CA	91016	USA	(626) 930-0696
R SANDOVAL/W ROMBERGER	22886 ALESSANDRO BLVD	MORENO VALLEY	CA	92553	USA	(951) 247-0400
AMERICAN DRIVELINE COMMUN	235 TENNANT AVENUE #1	MORGAN HILL	CA	95037	USA	(408) 310-4046
JAMES M FERRELL/N EVANS	1108 N. HOLLYWOOD WAY	BURBANK	CA	91505	USA	(818) 763-7326
LEANNE NIECE	8603 RESEDA BLVD	NORTHRIDGE	CA	91324	USA	(818) 701-0505

AZARIA BERHANE	3050 BROOK STREET	OAKLAND	CA	94611	USA	(510) 836-4456
BENITO R VALENZUELA	2255 OCEANSIDE BLVD	OCEANSIDE	CA	92054	USA	(760) 757-7390
JEFFREY BRAMAN/JOHN LUNA	739 W. KATELLA AVENUE	ORANGE	CA	92867	USA	(714) 637-7777
W PATRICK RIGGS	531 VENTURA BLVD	OXNARD	CA	93030	USA	(805) 983-8100
LARRY G ADAMS	68-680 RAMON RD	CATHEDRAL CITY	CA	92234	USA	(760) 770-7665
SADU GOURKAR	1800 E. COLORADO BLVD.	PASADENA	CA	91106	USA	(626) 795-6822
JEFFREY DALE BRYAN	5320 OLD REDWOOD HIGHWAY	PETALUMA	CA	94954	USA	(707) 792-2070
GEORGE ACEVEDO	4056 STAGE COURT UNIT D1	PLACERVILLE	CA	95667	USA	(530) 344-0390
AMERICAN DRIVELINE COMMUN	13530 POMERADO RD	POWAY	CA	92064	USA	(858) 486-0300
GAIL V/DONALD N COOPER	1406 W HOLT AVE	POMONA	CA	91768	USA	(909) 623-6636
BERT W CAVA	11195 COLOMA RD	RANCHO CORDOVA	CA	95670	USA	(916) 635-2325
JULIE LENTO/STACY KUJAWA	8840 ARCHIBLAD AVE, STE A	RANCHO CUCAMONGA	CA	91730	USA	(909) 944-5555
LARRY G ADAMS	1267 W REDLANDS BLVD	REDLANDS	CA	92373	USA	(909) 793-7261
JOHN R COPENHAVER	12156 SAN PABLO AVE	RICHMOND	CA	94805	USA	(510) 235-1865
CHRISTOPHER W WARDROP	3595 MARKET STREET	RIVERSIDE	CA	92501	USA	(951) 682-6655
S GLEN CAVANAUGH	207 KENROY LANE	ROSEVILLE	CA	95678	USA	(916) 773-6455
DAVID STRICKLING	5948 AUBURN BLVD	CITRUS HEIGHTS	CA	95621	USA	(916) 344-5499
PAM LIBERTY/SCOTT HAMMOND	970 F STREET	WEST SACRAMENTO	CA	95605	USA	(916) 373-1200
DAVID & JASON CURTIS	2257 ARDEN WAY	SACRAMENTO	CA	95825	USA	(916) 927-2437
DAVID & JASON CURTIS	6441 FRANKLIN BOULEVARD	SACRAMENTO	CA	95823	USA	(916) 422-3550
CHARLES HSIAO	2589 E WATERLOO ROAD	STOCKTON	CA	95205	USA	(209) 957-9921
PAUL H COMINO	365 N WATERMAN AVENUE	SAN BERNARDINO	CA	92410	USA	(909) 884-9457
KENNETH KATCKO	6696 MIRAMAR ROAD	SAN DIEGO	CA	92121	USA	(858) 566-2280
SAM FILIPPO	1430 MORENA BOULEVARD	SAN DIEGO	CA	92110	USA	(619) 276-2700
GREG & KIM JOHNSON	1915 SOQUEL AVENUE	SANTA CRUZ	CA	95062	USA	(831) 454-9388
MANUEL A BARRIERE	12330 LOS OSOS VALLEY RD	SAN LUIS OBISPO	CA	93405	USA	(805) 544-2020
STEVEN CRESSY	75 S. CAPITOL AVENUE	SAN JOSE	CA	95127	USA	(408) 923-0510
ALBERT TSAI	157 TULLY ROAD	SAN JOSE	CA	95111	USA	(408) 995-0510
J H BABCOCK/W J BUCQUOY	3241 KERNER BLVD	SAN RAFAEL	CA	94901	USA	(415) 453-0474
MARK W BEAULIEU	25845 RAILROAD AVENUE #13	SANTA CLARITA	CA	91350	USA	(661) 259-3013
ANTHONY MONKS	1900 E. MCFADDEN AVENUE	SANTA ANA	CA	92705	USA	(714) 547-9431
RUDY G/LOUIS SANCHEZ	333 ANACAPA ST	SANTA BARBARA	CA	93101	USA	(805) 963-1609
JENNIFER TAN UTASY	2621 PICO BOULEVARD	SANTA MONICA	CA	90405	USA	(310) 829-6786
J H BABCOCK/W J BUCQUOY	1250 CLEVELAND AVE	SANTA ROSA	CA	95401	USA	(707) 579-4100
KELLI/THOMAS ROBINSON	2345 EL CAMINO REAL	SANTA CLARA	CA	95051	USA	(408) 248-1971
THOMAS S CROCKER JR	1925 DEL MONTE BLVD	SEASIDE	CA	93955	USA	(831) 394-8515
HEMANTH NEKKILERU	968 W EVELYN AVENUE	SUNNYVALE	CA	94086	USA	(408) 739-9224
GORDON MCCLYMONT	27516 COMMERCE CENTE DR	TEMECULA	CA	92590	USA	(951) 695-0788
ARJANG TABIBI/E MANIBO	2800 AUTO PLAZA DRIVE	TRACY	CA	95304	USA	(209) 830-1900
MIKE STACY	825 N CENTRAL AVE, STE A	UPLAND	CA	91786	USA	(909) 985-7120
JEONG HOON (MICHAEL) KIM	3580 SONOMA BOULEVARD	VALLEJO	CA	94590	USA	(707) 644-2929
GORDON H MC CLYMONT	15025-A PALMDALE RD	VICTORVILLE	CA	92392	USA	(760) 241-6514
AMERICAN DRIVELINE COMMUN	1144 S SANTA FE AVE	VISTA	CA	92084	USA	(760) 724-4767
DEREK TINDER/S PHILLIPS	1405 AUTO CENTER DRIVE	WALNUT CREEK	CA	94597	USA	(925) 945-1088
ARAM G TASHCHYAN	21430 INGOMAR STREET	CANOGA PARK	CA	91304	USA	(818) 883-3250

JEFF REHKOPF	901 W ONSTOTT FRONTAGE RD	YUBA CITY	CA	95991	USA	(530) 671-3800
GORDON MCCLYMONT	5390 RIVERSIDE DRIVE	CHINO	CA	91710	USA	(909) 628-4858
AGUSTIN SANCHEZ ALVAREZ	2040 AUTO PARKWAY	ESCONDIDO	CA	92029	USA	(760) 739-1320
JIM S NGO	14708 ARROW BOULEVARD	FONTANA	CA	92335	USA	(909) 854-9904
ERIC HAMINI	42525 SIXTH STREET EAST	LANCASTER	CA	93535	USA	(661) 948-1489
EUGENE W BORGIA	1304 NEWBURY ROAD, SUTE A	THOUSAND OAKS	CA	91320	USA	(805) 498-9623
DONALD SCOTT	6437 MILLER STREET	ARVADA	CO	80004	USA	(303) 431-1991
DONALD SCOTT	14871 E COLFAX AVENUE	AURORA	CO	80011	USA	(303) 366-4842
STEVEN J BERLAU	18355-A E. GIRARD AVENUE	AURORA	CO	80013	USA	(303) 400-4842
JERRY/PAT/JERRY EDSALL	10500 HAVANA STREET	BRIGHTON	CO	80601	USA	(303) 659-4212
JOSEPH FOSTER/CRAIG HIETT	555 ALTER ST, UNIT 19A	BROOMFIELD	CO	80020	USA	(303) 635-8165
DONALD H SCOTT	432 W. GARDEN OF THE GOD	COLORADO SPRINGS	CO	80907	USA	(719) 599-8843
DAVID VAN HOUWELING	1208 N CIRCLE DR	COLORADO SPRINGS	CO	80909	USA	(719) 473-5773
D ILARDO/W BRUSCELLA	665 E 70TH AVENUE - #6	DENVER	CO	80229	USA	(303) 255-6994
ZHAOHUI MA & GOUPING LI	781 VALLEJO STREET	DENVER	CO	80204	USA	(303) 462-2626
POLLY C PELAEZ	3925 S BROADWAY	ENGLEWOOD	CO	80110	USA	(303) 761-0276
DONALD H SCOTT/ANDREA L	3737 S MASON ST	FT COLLINS	CO	80525	USA	(970) 226-4477
CLAYTON L THYGERSON	2871 NORTH AVENUE	GRAND JUNCTION	CO	81501	USA	(970) 243-9934
MICHAEL J ANTONUCCI	2445 29TH STREET	GREELEY	CO	80631	USA	(970) 330-4858
STEVEN J BERLAU	6030 E COUNTY LINE RD	HIGHLANDS RANCH	CO	80126	USA	(303) 741-4842
STEVE FIELDER	8808 W COLFAX AVENUE	LAKEWOOD	CO	80215	USA	(303) 234-1263
DANDAPANY SUNDARESAN	10168 W CHATFIELD AVE	LITTLETON	CO	80127	USA	(303) 933-1535
JAMES R ANGLIN	1611 VISTA VIEW DRIVE	LONGMONT	CO	80504	USA	(303) 651-0444
CRAIG E HIETT	11450 HURON STREET	NORTHGLENN	CO	80234	USA	(303) 451-5400
RICK PAUL/SANDFORD GLATZL	1910 W US HWY 50	PUEBLO	CO	81008	USA	(719) 542-8040
GUSTAVO A SOTO	1 WIDEFIELD BLVD	COLORADO SPRINGS	CO	80911	USA	(719) 382-9088
DONALD H. SCOTT	11901 S. PARKER ROAD	PARKER	CO	80134	USA	(303) 840-1420
LUIS R CRESPO	1011 NORTH AVE	BRIDGEPORT	CT	6606	USA	(203) 367-6404
JAMES L CHEVALIER	3 NEWTOWN RD	DANBURY	CT	6810	USA	(203) 743-7667
MICHAEL TARR/J FRANCOLINE	697 PARKER STREET	MANCHESTER	CT	6042	USA	(860) 647-7620
DAN RAKOW/WIL GARNICAS	434 COLMAN STREET	NEW LONDON	CT	6320	USA	(860) 444-2778
STEVEN GRANDINETTI	269 MAIN AVE	NORWALK	CT	6851	USA	(203) 846-9578
AMERICAN DRIVELINE CENTER	1191 N COLONY ROAD	WALLINGFORD	CT	6492	USA	(203) 265-2058
DAVID STICKLER	199 CHASE AVENUE	WATERBURY	CT	6708	USA	(203) 527-7509
EUNG JOON CHUNG	1001 BLADENSBURG ROAD NE	WASHINGTON	DC	20002	USA	(202) 397-7636
KENNETH J RICKOSKI	3111 PHILADELPHIA PIKE	CLAYMONT	DE	19703	USA	(302) 798-3635
JOHN W SNYDER	3729 N DUPONT HIGHWAY	DOVER	DE	19901	USA	(302) 678-5660
LANE E CAREY	819 PULASKI HIGHWAY	BEAR	DE	19701	USA	(302) 322-9735
CARL/ELIZABETH SCHULZE	22598 SUSSEX HWY	SEAFORD	DE	19973	USA	(302) 856-1500
THOMAS & BRANDON WOODS	1009 HWY 436	APOPKA	FL	32703	USA	(407) 886-6002
STAMATIOS N/S/B MOSCHOS	1429 W BRANDON BLVD	BRANDON	FL	33511	USA	(813) 681-5596
GARY M OTTO	2801 CORTEZ ROAD - WEST	BRADENTON	FL	34207	USA	(941) 753-6050
CHRISTOPHER B HAMBLET	1563 S. HGWY 17-92	LONGWOOD	FL	32750	USA	(407) 339-3017
RONALD D BALOW	201 S MARTIN LUTHER KING	CLEARWATER	FL	33756	USA	(727) 447-3431
GREGORY HUFF/N NEWHOUSER	1529 SUNRISE PLAZA DR	CLERMONT	FL	34714	USA	(352) 432-2180

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STEVEN RUSHEFSKY	10750-10754 WILES ROAD	CORAL SPRINGS	FL	33076	USA	(954) 341-7777
ROBERT L. SMITH	134 MASON AVE	DAYTONA BEACH	FL	32117	USA	(386) 253-7668
RICHARD TODD	460 S WOODLAND BLVD	DELAND	FL	32720	USA	(386) 738-5065
RONALD D BALOW	27989 US HWY 19 N	CLEARWATER	FL	33761	USA	(727) 796-7878
STEVEN RUSHEFSKY	1821 S STATE ROAD 7	FT LAUDERDALE	FL	33317	USA	(954) 584-5440
AARON T/STEVEN M HORWITZ	3821 S US 1	FT PIERCE	FL	34982	USA	(772) 465-5586
ANTHONY G POMPONIO	2525 FOWLER STREET	FORT MYERS	FL	33901	USA	(239) 334-7776
DOUGLAS E CLAMORS	12860 KENWOOD LANE	FORT MYERS	FL	33907	USA	(239) 939-5200
CARLA L HOLLMAN	59 EGLIN PARKWAY NE	FT WALTON BEACH	FL	32548	USA	(850) 244-1319
AMERICAN DRIVELINE CENTER	2000 N MAIN STREET	GAINESVILLE	FL	32609	USA	(352) 377-6633
PETER R CABRERA,JR/PETER	420 WEST 29TH STREET	HIALEAH	FL	33012	USA	(305) 887-4309
ROBERT V ROMANO	1631 NORTH STATE ROAD 7	HOLLYWOOD	FL	33021	USA	(954) 966-0811
ALEX RIBE/MARIA DEARAGON	30000 SOUTH DIXIE HWY	HOMESTEAD	FL	33030	USA	(305) 247-8886
FRANK E FILACCHIONE	10691 BISCAYNE BLVD	JACKSONVILLE	FL	32218	USA	(904) 757-5106
GILBERT S MILLER,JR	8721 ATLANTIC BLVD	JACKSONVILLE	FL	32211	USA	(904) 724-1477
DEAN A BLACK	10022 SAN JOSE BLVD	JACKSONVILLE	FL	32257	USA	(904) 262-2900
JASON BUTLER	7532 103RD STREET	JACKSONVILLE	FL	32210	USA	(904) 772-7557
CHRISTINE BAUER	101 E VINE STREET	KISSIMMEE	FL	34744	USA	(407) 846-3777
J BOATWRIGHT/C CARTWRIGHT	3426 S MILITARY TRAIL	LAKE WORTH	FL	33463	USA	(561) 965-6229
RICHARD TODD	1320 10TH STREET	LAKE PARK	FL	33403	USA	(561) 848-6994
CHRIS HAMBLET	3487 HWY 27/441	FRUITLAND PARK	FL	34731	USA	(352) 728-2959
STEVEN RUSHEFSKY	6490 W COMMERCIAL BLVD	LAUDERHILL	FL	33319	USA	(954) 742-0900
RICHARD H HALL	705 E HIBISCUS BLVD	MELBOURNE	FL	32901	USA	(321) 723-4801
CHRIS PEDONE/HOWARD BEYER	3530 N COURTENAY PRWK,101	MERRITT ISLAND	FL	32953	USA	(321) 459-1010
STEVEN RUSHEFSKY	7247 SW 40TH STREET	MIAMI	FL	33155	USA	(305) 264-1009
MARCOS & IVETTE CRESPO	12855 SW 87TH AVENUE	MIAMI	FL	33176	USA	(305) 506-0572
JAVIER MIRANDA	1801 W. ATLANTIC AVE #C2	DELRAY BEACH	FL	33444	USA	(561) 243-8533
MICHAEL SZAFRANSKI	707 N STATE ROAD 7	MARGATE	FL	33063	USA	(954) 973-0770
DAN & DAVE VARANO	190 10TH STREET NORTH	NAPLES	FL	34102	USA	(239) 262-7109
ROBERT L SMITH	661 SW 17TH LOOP	OCALA	FL	34471	USA	(352) 369-9928
ANTHONY FIANO	356 BLANDING BOULEVARD	ORANGE PARK	FL	32073	USA	(904) 272-7166
CHARLES W RILEY	5527 W COLONIAL DRIVE	ORLANDO	FL	32808	USA	(407) 295-0243
CHARLES RILEY	5695 S ORANGE BLOSSOM TRL	ORLANDO	FL	32839	USA	(407) 851-8266
MARK J REISER	600 LEE ROAD	ORLANDO	FL	32810	USA	(407) 740-0041
CURTISS KINARD	6304 E. COLONIAL DRIVE	ORLANDO	FL	32807	USA	(407) 277-3310
DAVID/JOEY/ROGER AVERY	5655 N DAVIS HIGHWAY	PENSACOLA	FL	32503	USA	(850) 477-2500
DAVID S BOLAND	2615 CANAL AVENUE	PANAMA CITY	FL	32405	USA	(850) 763-1308
ROBERT L. SMITH	3520 CRILL AVENUE	PALATKA	FL	32177	USA	(386) 326-1487
DON "TONY" GORDON	9880 PINES BOULEVARD	PEMBROKE PINES	FL	33024	USA	(954) 438-4111
ROBERT SANCHEZ	2908 JIM REDMAN PARKWAY	PLANT CITY	FL	33566	USA	(813) 752-2565
JORGE JASKELSON	3300 N FEDERAL HWY	LIGHTHOUSE POINT	FL	33064	USA	(954) 946-6993
DOUGLAS E CLAMORS	1182 TAMIAMI TRAIL,UNIT I	PORT CHARLOTTE	FL	33953	USA	(941) 625-0900
ROGER/GARY NELSON	9747 US ROUTE 19 N	PORT RICHEY	FL	34668	USA	(727) 848-2916
WILLARD GALE	2664 US 1 SOUTH	ST AUGUSTINE	FL	32086	USA	(904) 797-5000
JACK AND KRIS OLMSTEAD	3353 5th AVENUE SOUTH	ST PETERSBURG	FL	33712	USA	(727) 321-8586

JEFFREY T MURPHY	2890 S ORLANDO DRIVE	SANFORD	FL	32773	USA	(407) 322-0564
JIM COSBY	2228 N WASHINGTON AVE	SARASOTA	FL	34234	USA	(941) 366-6715
JOHN/GAIL M SANTAGATA	2973 SE FEDERAL HWY	STUART	FL	34994	USA	(772) 283-4110
BETTY & GARY WEATHERMAN	13703 N DALE MABRY HWY	TAMPA	FL	33618	USA	(813) 961-5107
MARCO/VANIA LLOVERA	2655 W TENNESSEE ST	TALLAHASSEE	FL	32304	USA	(850) 576-2625
SCOTT F LAMEIER	1705 W KENNEDY BLVD	TAMPA	FL	33606	USA	(813) 251-1040
WALNER MORISSEAU	3019 W HILLSBOURGH AVE	TAMPA	FL	33614	USA	(813) 877-9507
SAMUEL A COWART	11612 FLORIDA AVE	TAMPA	FL	33612	USA	(813) 935-7677
STEVEN M SMITH	610 CHENEY HWY	TITUSVILLE	FL	32780	USA	(321) 268-2626
DALLAS A COUNCIL	252 US 41 BYPASS SOUTH	VENICE	FL	34292	USA	(941) 488-4411
SAM PIRAPAKARAN	845 N MILITARY TRAIL #1	WEST PALM BEACH	FL	33415	USA	(561) 689-6235
DOUGLAS FISH	2767 N DIXIE HIGHWAY	FORT LAUDERDALE	FL	33334	USA	(954) 567-3354
CHRIS SULLIVAN/IAN DANIEL	1641 3RD STREET SW	WINTER HAVEN	FL	33880	USA	(863) 293-3139
GARY & BETTY WEATHERMAN	6250 GALL BOULEVARD	ZEPHYRHILLS	FL	33542	USA	(813) 715-4986
KEVIN SABBIDES	25090 BERNWOOD DRIVE	BONITA SPRINGS	FL	34135	USA	(239) 992-2626
IAN DANIEL	1301 WEST MEMORIAL BLVD	LAKELAND	FL	33815	USA	(863) 683-7511
JAMES M BAFIA	2856 CLARK ROAD	SARASOTA	FL	34231	USA	(941) 922-7607
THOMAS E MCFARLAND	625 WEST OGLETHORPE AVE	ALBANY	GA	31701	USA	(229) 435-6101
MICHAEL PRATER	6130 ATLANTA HIGHWAY	ALPHARETTA	GA	30004	USA	(770) 664-6692
LINDA HELM AGUEBOR	2120 W BROAD STREET	ATHENS	GA	30606	USA	(706) 543-1790
MEHDI NATEGHI	806 NORTHSIDE DRIVE	ATLANTA	GA	30318	USA	(404) 873-1166
JAMES CHESS	4270 BUFORD HIGHWAY NE	ATLANTA	GA	30345	USA	(404) 321-5202
STEVEN C CAVANAUGH	2627 WASHINGTON ROAD	AUGUSTA	GA	30904	USA	(706) 738-3830
JAMES C BRUMLEY	4396 HIGHWAY 40 EAST	SAINT MARY'S	GA	31558	USA	(912) 882-1700
AUGUST VAN BRINK	9177B KNOX BRIDGE HIGHWAY	CANTON	GA	30114	USA	(770) 704-7776
AMERICAN AUTOMOTIVE SERV	842 JOE FRANK HARRIS PKWY	CARTERSVILLE	GA	30120	USA	(770) 607-1444
ERWIN M JENKINS	1400 52ND STREET	COLUMBUS	GA	31904	USA	(706) 324-4772
BRAD STEPHENS	1662 HIGHWAY 138 N	CONYERS	GA	30012	USA	(770) 388-7000
JASON CUNNINGHAM/J AIKEN	100 GREENFIELD DRIVE	CUMMING	GA	30040	USA	(770) 887-0047
EDWARD J BURT	4842 COVINGTON HWY	DECATUR	GA	30035	USA	(404) 288-4350
CHRISTOPHER K CREARY	2968-E NORTH DECATUR ROAD	DECATUR	GA	30033	USA	(404) 299-7810
GARY L ROWE	2048 FAIRBURN RD	DOUGLASVILLE	GA	30135	USA	(770) 947-8357
STEPHEN P OREHOSKY	2530 PLEASANT HILL ROAD	DULUTH	GA	30096	USA	(770) 622-1230
RALPH PADOVANO	2609 N CHURCH ST	EAST POINT	GA	30344	USA	(404) 766-7555
AMERICAN DRIVELINE CENTER	2210 BROWNS BRIDGE ROAD	GAINESVILLE	GA	30501	USA	(770) 532-0991
MEHDI NATEGHI	5460 JONESBORO ROAD	MORROW	GA	30260	USA	(404) 363-1370
M CHRIS KEELING/S HOFFMAN	500 W PIKE STREET	LAWRENCEVILLE	GA	30045	USA	(770) 962-3565
GARY KEEFE	3245 MERCER UNIVERSITY DR	MACON	GA	31204	USA	(478) 750-0090
RICHARD/ANDREW C TITELMAN	1702 COBB PKWY	MARIETTA	GA	30060	USA	(770) 952-6400
YUKO S & JOHN W GROOMS JR	796 HIGHWAY 20/81	MC DONOUGH	GA	30253	USA	(678) 432-3886
RALPH PADOVANO	30 TOWER PLACE	NEWNAN	GA	30263	USA	(770) 253-1990
HARRY M KITCHENS, JR.	305 MARKET PL	ROSWELL	GA	30075	USA	(770) 998-1680
JAMES CHESS	3498 HIGHWAY 78	SNELLVILLE	GA	30078	USA	(770) 972-6304
JASON CUNNINGHAM/J AIKEN	4730 GA HIGHWAY 20	SUGAR HILL	GA	30518	USA	(770) 271-1032
ROBBIE DICKERSON	9880 MAIN STREET, STE 104	WOODSTOCK	GA	30188	USA	(770) 516-7110

CHRIS & DENISE SOBIESKI	7853 HIGHWAY 92	WOODSTOCK	GA	30189	USA	(770) 926-8280
BEN FELDMAN	100 RAINBOW WAY	FAYETTEVILLE	GA	30214	USA	(770) 461-3007
JAMES CHESS	4310-A LAWRENCEVILLE HWY	LILBURN	GA	30047	USA	(770) 931-7545
DARYL BENNETT	2730 AUSTELL RD, STE 180	MARIETTA	GA	30008	USA	(770) 319-0011
ROSE SOBREPENA-RAMOLETE	74-5483 KAIWI ST #150	KAILUA KONA	HI	96740	USA	(808) 329-9599
PAUL WILKEN/B HAVERKAMP	220 SOUTH DUFF AVENUE	AMES	IA	50010	USA	(515) 233-1243
JAMES R/TODD M SCHULTZ	1740 16TH AVE SW	CEDAR RAPIDS	IA	52404	USA	(319) 366-2725
CHARLES F VELINSKY	1600 AVENUE A	COUNCIL BLUFFS	IA	51501	USA	(712) 328-3818
PAUL WILKEN/B HAVERKAMP	3416 SE 14TH STREET	DES MOINES	IA	50320	USA	(515) 280-6465
MARK MCCOY	2603 DOUGLAS AVENUE	DES MOINES	IA	50310	USA	(515) 277-6488
MICHAEL D BORCHARDT	311 5TH STREET SW	MASON CITY	IA	50401	USA	(641) 423-7660
LARRY R KAHMAN	545 CHAMBERS	SIOUX CITY	IA	51101	USA	(712) 255-7996
NATHAN MILLHOUSE	7501 HICKMAN ROAD	URBANDALE	IA	50322	USA	(515) 276-0400
MARK J MUNSON	3401 W. STATE STREET	BOISE	ID	83703	USA	(208) 342-3569
MARK J MUNSON	8486 FAIRVIEW AVENUE	BOISE	ID	83704	USA	(208) 322-7100
GARY W HASLIP	415 N 3RD ST	COEUR D'ALENE	ID	83814	USA	(208) 664-1402
MARK E KISSNER	128 BLUE LAKES BOULEVARD	TWIN FALLS	ID	83301	USA	(208) 734-6425
ALAN E SELIG	400 W NORTHWEST HWY	ARLINGTON HTS	IL	60004	USA	(847) 577-0707
AMERICAN DRIVELINE CENTER	1315 N LAKE STREET	AURORA	IL	60506	USA	(630) 896-5700
ROBERT PERSCHALL	321 SOUTH MAIN ST	BLOOMINGTON	IL	61701	USA	(309) 828-3337
JOHN A WELDON JR	1109 PARKLAND COURT	CHAMPAIGN	IL	61821	USA	(217) 352-5960
MARVIN KANE	5650 N WESTERN AVE	CHICAGO	IL	60659	USA	(773) 561-4500
JAMES I MARUNA	6737 S. WESTERN AVENUE	CHICAGO	IL	60636	USA	(773) 778-4700
RYAN WELDON	2157 N CICERO AVENUE	CHICAGO	IL	60639	USA	(773) 637-8600
DALE J MUELLER	6435 S CICERO AVE	CHICAGO	IL	60638	USA	(773) 582-4770
EZE OKORO	9330 S HALSTED ST	CHICAGO	IL	60620	USA	(773) 233-2274
DANIEL A PISKE	12307 S HALSTED STREET	CHICAGO	IL	60628	USA	(773) 568-4747
DALE J MUELLER	2001 S CICERO AVE	CICERO	IL	60804	USA	(708) 656-8787
WILLIAM/LYNN TRIOLO	1800 NORTH LARKIN AVENUE	CREST HILL	IL	60403	USA	(815) 741-0200
TAMI S /RICHARD T LOUIS	5609 N ILLINOIS ST	FAIRVIEW HTS	IL	62208	USA	(618) 222-2626
GERALD A FIELD	420-C ROOSEVELT ROAD	GLEN ELLYN	IL	60137	USA	(630) 545-2900
DALE J MUELLER	1406 N MILWAUKEE AVE	LIBERTYVILLE	IL	60048	USA	(847) 367-7950
BRIAN BEYER/ANDRE LAREAU	2020 OGDEN AVENUE	LISLE	IL	60532	USA	(630) 964-7000
AMERICAN DRIVELINE CENTER	311 MADISON STREET	OAK PARK	IL	60302	USA	(708) 383-3680
PERRY L/DONALD L SEARS	512 NE JEFFERSON	PEORIA	IL	61603	USA	(309) 676-0707
KENNETH J YEARLEY	39 E 162ND ST	S HOLLAND	IL	60473	USA	(708) 331-5777
WILLIAM E MCDERMOTT	603 WEST WISE RD	SCHAUMBURG	IL	60193	USA	(847) 985-0084
TIMOTHY BRAIDA	262 SOUTH DIRKSEN	SPRINGFIELD	IL	62703	USA	(217) 801-9118
DALE J MUELLER	69 S GREEN BAY RD	WAUKEGAN	IL	60085	USA	(847) 336-4150
ANDRE LAREAU/BRIAN BEYER	1845 E MAIN STREET	ST CHARLES	IL	60174	USA	(630) 797-9112
RANDELL S GREEN	4957 OAK GROVE ROAD	EVANSVILLE	IN	47715	USA	(812) 471-5600
THOMAS A SCHROEDER	6926 E 16TH ST	INDIANAPOLIS	IN	46219	USA	(317) 357-8726
EDWARD A. MARSHALL	4451-4461 N. KEYSTONE	INDIANAPOLIS	IN	46205	USA	(317) 545-6461
DARYL E DEIG	8516 N MICHIGAN ROAD	INDIANAPOLIS	IN	46268	USA	(317) 872-9457
THOMAS A SCHROEDER	50 E THOMPSON RD	INDIANAPOLIS	IN	46227	USA	(317) 788-4267

IVAN R MARCOV	7014 W WASHINGTON STREET	INDIANAPOLIS	IN	46241	USA	(317) 247-4477
DARYL E DEIG	8141 N CRAIG ST	INDIANAPOLIS	IN	46250	USA	(317) 845-1744
THOMAS M EDEN	4210 COMMERCE DRIVE	LAFAYETTE	IN	47905	USA	(765) 449-1808
KENNETH RICHEY	5100 NATIONAL ROAD EAST	RICHMOND	IN	47374	USA	(765) 935-7234
CHRISTOPHER WRIN	3020 SOUTH SIXTH STREET	TERRE HAUTE	IN	47802	USA	(812) 234-8400
KENNETH/LORI WILLMON	1000 STATE AVE	KANSAS CITY	KS	66102	USA	(913) 342-5000
TIMOTHY COOLEY	6144 MERRIAM LANE	MERRIAM	KS	66203	USA	(913) 677-2911
KEN BEERMAN	1005 E. SANTA FE	OLATHE	KS	66061	USA	(913) 782-8866
JOSE RADA/JOSE RADA, JR	3319 S KANSAS AVE	TOPEKA	KS	66611	USA	(785) 266-4437
MICHAEL E STEVEN	4925 E KELLOGG	WICHITA	KS	67218	USA	(316) 684-4466
MICHAEL E STEVEN	11028 W KELLOGG	WICHITA	KS	67209	USA	(316) 722-1414
MICHAEL E STEVEN	3205 S BROADWAY	WICHITA	KS	67216	USA	(316) 522-0202
FRED S EBBERT	3210 DIXIE HWY	ERLANGER	KY	41018	USA	(859) 344-8858
RUSTY BRAY	901 & 903 HUSTONVILLE RD	DANVILLE	KY	40422	USA	(859) 629-3613
ANDREW R FILCHAK	1267 EASTLAND DRIVE	LEXINGTON	KY	40505	USA	(859) 255-5566
JOHN N FERRITTO	6309 PRESTON HWY	LOUISVILLE	KY	40219	USA	(502) 966-5166
TIM A DISTLER	126 BRECKINRIDGE LN	LOUISVILLE	KY	40207	USA	(502) 896-2193
MAURICE/TODD BERGER	1410 N DIXIE AVE	ELIZABETHTOWN	KY	42701	USA	(270) 737-5329
GARRY E BOLING	765 MAIN STREET	FRANKFORT	KY	40601	USA	(502) 223-3355
RICK KEY	1222 SOUTH BROADWAY	LEXINGTON	KY	40504	USA	(859) 254-0074
JOHN SUMMERS	12901 DIXIE HIGHWAY	LOUISVILLE	KY	40272	USA	(502) 933-4747
RUSTY BRAY	240 NORTH KEENELAND DRIVE	RICHMOND	KY	40475	USA	(859) 623-2399
RONALD D PARKER	96 MAC ARTHUR DR	ALEXANDRIA	LA	71301	USA	(318) 445-7040
CASPER JACKSON	14319 PLANK ROAD	BAKER	LA	70714	USA	(225) 775-1117
JAMES T DUPONT, JR	15687 FLORIDA BOULEVARD	BATON ROUGE	LA	70819	USA	(225) 273-3731
JAMES T DUPONT, JR	4310 FLORIDA BOULEVARD	BATON ROUGE	LA	70806	USA	(225) 926-8204
MITCH COBB	14140 COURSEY BLVD	BATON ROUGE	LA	70817	USA	(225) 752-0081
PAUL A HERRY	P.O.BOX 836/106 MARKET ST	HAMMOND	LA	70404	USA	(985) 345-8243
THOMAS REDDOCH	6200 W PARK AVENUE	HOUMA	LA	70364	USA	(985) 872-9842
GORDON R TUGWELL	322 E. PRIEN LAKE ROAD	LAKE CHARLES	LA	70601	USA	(337) 477-4008
AMERICAN DRIVELINE CENTER	2021 TAMVEST COURT	MANDEVILLE	LA	70448	USA	(985) 626-0996
PAUL ALLINE	2527 HICKORY AVENUE	METAIRIE	LA	70003	USA	(504) 737-2993
OMAR/SAUL SOTOLONGO	73A WEST BANK EXPESSWAY	GRETNA	LA	70053	USA	(504) 362-8433
PAUL ALLINE	700 OLD SPANISH TRAIL	SLIDELL	LA	70458	USA	(985) 643-4343
HENLEY TRANSMISSION SERV	740 AMERICAN LEGION HWY	ROSLINDALE	MA	2131	USA	(617) 327-2000
HENLEY TRANSMISSION SERV	640 OAK STREET	BROCKTON	MA	2302	USA	(508) 580-5431
WILLIAM F GARLAND	14 LONERGAN ROAD	MIDDLETON	MA	1949	USA	(978) 777-7110
DAVID WRIGHT	404 EAST WASHINGTON ST	NORTH ATTLEBORO	MA	2760	USA	(508) 695-1366
MATTHEW MALLEN/JON MARINO	678 SOUTHERN ARTERY	QUINCY	MA	2169	USA	(617) 773-1080
HENLEY TRANSMISSION SERV	304 BOSTIN TPK - ROUTE 9	SHREWSBURY	MA	1545	USA	(508) 755-5300
ROBERT T BUCKNELL	927 BOSTON ROAD	SPRINGFIELD	MA	1119	USA	(413) 783-0111
CHARLIE MCGLOIN	2000 MAIN STREET	WALPOLE	MA	2081	USA	(508) 660-1211
HENLEY TRANSMISSION SERV	183 CAMBRIDGE STREET	ALLSTON	MA	2134	USA	(617) 254-2300
HENLEY TRANSMISSION SERV	520 MAIN STREET	WILMINGTON	MA	1887	USA	(978) 657-5470

Exhibit G

HENLEY TRANSMISSION SERV	125 CAMBRIDGE STREET	CHARLESTOWN	MA	2129	USA	(617) 242-2011
THOMAS WALL	906 WEST STREET	ANNAPOLIS	MD	21401	USA	(410) 263-8711
CHARLES R O'DELL	5918 RITCHIE HWY	BALTIMORE	MD	21225	USA	(410) 789-0070
ABDUL NABI BALOCH	2210 NORTH HOWARD ST	BALTIMORE	MD	21218	USA	(410) 467-3888
EUGENE WOOD	7400 HARFORD ROAD	BALTIMORE	MD	21234	USA	(410) 444-7710
JOSEPH M PRIETO	5701 PULASKI HWY	BALTIMORE	MD	21205	USA	(410) 483-1212
STEVEN A BERGMAN	320 BALTIMORE PIKE	BEL AIR	MD	21014	USA	(410) 838-6533
MOHAMMAD R GANJEI	6425A BALTIMORE NATIONAL	CATONSVILLE	MD	21228	USA	(410) 869-1524
AMERICAN DRIVELINE CENTER	349 PULASKI HIGHWAY	ELKTON	MD	21921	USA	(410) 392-9190
MICHAEL A DUCKER	5870 URBANA PIKE	FREDERICK	MD	21704	USA	(301) 696-2222
KEUN H. KIM	943 N FREDERICK AVE	GAITHERSBURG	MD	20879	USA	(301) 977-2700
DENNIS L REPP	119 E OAK RIDGE DR	HAGERSTOWN	MD	21740	USA	(301) 733-4510
NIRMAL THOMAS	7596 ANNAPOLIS ROAD	LANHAM/SEABROOK	MD	20706	USA	(301) 459-5100
MOHAMMAD R GANJEI	20 WASHINGTON BLVD	LAUREL	MD	20707	USA	(301) 776-5944
CARL G MEREWITZ	45870 MILLSTONE LANDING R	LEXINGTON PARK	MD	20653	USA	(301) 862-0028
SAMIR H. THAKKAR	3501 POHANKA PLACE	MARLOW HEIGHTS	MD	20748	USA	(301) 423-3388
GAGANDEEP SINGH/M KAUR	8709 1/2 LIBERTY ROAD	RANDALLSTOWN	MD	21133	USA	(410) 922-4600
KEUN H & SHINA KIM	818 ROCKVILLE PIKE	ROCKVILLE	MD	20852	USA	(301) 424-5312
JAN L ROSENBERG	8129 GEORGIA AVE	SILVER SPRING	MD	20910	USA	(301) 585-0710
CARL G MEREWITZ	2455 OLD WASHINGTON RD	WALDORF	MD	20601	USA	(301) 645-6055
AMERICAN DRIVELINE CENTER	600 CADY DRIVE	FORT WASHINGTON	MD	20744	USA	(301) 248-1977
ADAM HAMBOYAN/P CONTINI	429 WARREN AVENUE	PORTLAND	ME	4103	USA	(207) 797-7850
BRETT A GARRISON	2244 E ELLSWORTH ROAD	YPSILANTI TWP	MI	48197	USA	(734) 528-2800
HELEN L BOGATSCHOW	541 PORTAGE ST	KALAMAZOO	MI	49007	USA	(269) 345-1139
JOHN PARRISH	37514 VAN DYKE AVENUE	STERLING HEIGHTS	MI	48312	USA	(586) 795-0440
TIMOTHY P. DALEY	14021 E 10 MILE ROAD	WARREN	MI	48089	USA	(586) 552-8515
KEVIN FRYDL	6561 HIGHLAND ROAD	WATERFORD	MI	48327	USA	(248) 363-5504
CHRIS ANDERSON	2849 E GRAND RIVER ROAD	HOWELL	MI	48843	USA	(517) 546-0755
JOE RICCI	12200 TELEGRAPH ROAD	TAYLOR	MI	48180	USA	(734) 413-2849
RICHARD A MEGGITT	662 E. MAIN STREET	ANOKA	MN	55303	USA	(763) 421-5001
BRIAN L HIATT	1308 W HWY 13	BURNSVILLE	MN	55337	USA	(952) 890-7074
BRIAN L HIATT	940 OSBORNE RD	FRIDLEY	MN	55432	USA	(763) 786-7846
RICHARD A MEGGITT	1905 E COUNTY RD D	MAPLEWOOD	MN	55109	USA	(651) 777-4905
KEVIN A DAUER	1400 MADISON AVE #100-C	MANKATO	MN	56001	USA	(507) 625-2851
WALTER/TRAVIS WHITNEY	5231 W BROADWAY	MINNEAPOLIS	MN	55429	USA	(763) 535-3112
BRIAN L HIATT	75 OSSEO AVENUE NORTH #2	ST CLOUD	MN	56303	USA	(320) 251-9302
DONALD C HOFF	14328 60th STREET NORTH	STILLWATER	MN	55082	USA	(651) 430-7144
RICHARD MEGGITT	1571 SOUTH ROBERT STREET	WEST SAINT PAUL	MN	55118	USA	(651) 455-1588
STEVEN SKOGRAND/B L HIATT	10921 EXCELSIOR BLVD #117	HOPKINS	MN	55343	USA	(952) 943-0094
DEBBY D KLUEPFEL/ROBERT N	3875 W OUTER ROAD	ARNOLD	MO	63010	USA	(636) 296-9800
R/B MILLER & D KLUEPFEL	15475 MANCHESTER ROAD	BALLWIN	MO	63011	USA	(636) 227-8423
AMARJIT & HARBANS SINGH	1200 SOUTHWEST QUARRY RD	BLUE SPRINGS	MO	64015	USA	(816) 228-5170
TIMOTHY MONTILEONE	8500 MANCHESTER ROAD	BRENTWOOD	MO	63144	USA	(314) 962-3511
AMERICAN DRIVELINE CENTER	8744 WATSON ROAD	CRESTWOOD	MO	63119	USA	(314) 843-1122
GREGORY A O'BRIAN	1909 VANDIVER DRIVE	COLUMBIA	MO	65202	USA	(573) 474-8451

TIMOTHY COOLEY	7320 TROOST AVENUE	KANSAS CITY	MO	64131	USA	(816) 523-5588
KENNY BREWER	2319 LEE'S SUMMIT ROAD	INDEPENDENCE	MO	64055	USA	(816) 833-4455
ROBERT M GUDENKAUF	7609 RAYTOWN RD	RAYTOWN	MO	64138	USA	(816) 737-8561
DAVID FUCHS	1180 NORTH HIGHWAY 67	FLORISSANT	MO	63031	USA	(314) 800-0194
TIMOTHY MONTILEONE	11323 MIDLAND BLVD	ST LOUIS	MO	63114	USA	(314) 426-4266
RICK BOUSE	629 S BISHOP AVE	ROLLA	MO	65401	USA	(573) 308-0974
VINCENT P O'CONNELL, JR	2904 TELEGRAPH ROAD	ST LOUIS	MO	63125	USA	(314) 416-7766
RICHARD E SCHOLLE	3625 HARVESTER ROAD	ST. CHARLES	MO	63303	USA	(636) 926-0448
KURT A SIEMS	1306 N STEWART AVE	SPRINGFIELD	MO	65802	USA	(417) 862-1981
TIMOTHY MONTILEONE	1490 S SERVICE ROAD	WENTZVILLE	MO	63385	USA	(636) 639-1306
WILLIAM LAMBERT/J CARTER	2101 W PINE ST	HATTIESBURG	MS	39402	USA	(601) 264-4500
WILLIAM LAMBERT/J CARTER	109 MAYFAIR ROAD	HATTIESBURG	MS	39402	USA	(601) 264-7400
MACK L LOWERY	111 BRIARWOOD DR/N STATE	JACKSON	MS	39206	USA	(601) 362-1823
JAMES B CARTER	1240 ELLISVILLE BLVD	LAUREL	MS	39440	USA	(601) 425-3103
RICHARD BLAYLOCK	2613 W OXFORD LOOP	OXFORD	MS	38655	USA	(662) 234-3916
ALLAN MARTINEZ	423 24TH STREET WEST	BILLINGS	MT	59102	USA	(406) 656-0551
ROBERT NEAL DUNCAN	3319 SOUTH CHURCH STREET	BURLINGTON	NC	27215	USA	(336) 538-1011
JON GUCKENBERGER	6810 LAKE LESLIE LANE	CHARLOTTE	NC	28227	USA	(704) 573-7189
MICHAEL J COTTON	2413 S. TRYON STREET	CHARLOTTE	NC	28203	USA	(704) 334-5319
CHARLES A WILSON	5116 SOUTH HIGHWAY 55	DURHAM	NC	27713	USA	(919) 493-2300
STUART/KATHLEEN WILLIAMS	1047 BRAGG BOULEVARD	FAYETTEVILLE	NC	28301	USA	(910) 864-3277
ERNST/RITA BAUMANN	225 E GARRISON BLVD	GASTONIA	NC	28052	USA	(704) 853-2225
WILLIAM M KAGLIC	4201 U.S. 70 EAST	GOLDSBORO	NC	27534	USA	(919) 778-5073
JOHN D BRUBAKER	4050 S. MEMORIAL DRIVE	WINTERVILLE	NC	28590	USA	(252) 756-2111
DONALD & TYLER OLSON	4303 HIGH POINT ROAD	GREENSBORO	NC	27407	USA	(336) 852-2831
NEAL DUNCAN	1800 N. MAIN STREET	HIGH POINT	NC	27262	USA	(336) 883-6565
AMERICAN DRIVELINE CENTER	1040 LENOIR RHYNE BLVD	HICKORY	NC	28602	USA	(828) 322-6235
JOSEPH/CHARLES PAKE	231 BRYNN MARR ROAD	JACKSONVILLE	NC	28546	USA	(910) 455-3037
BENJAMIN C CARSON	10940-A E INDEPENDENCE BL	MATTHEWS	NC	28105	USA	(704) 814-0355
BENJAMIN C CARSON	1806 W ROOSEVELT BLVD - A	MONROE	NC	28110	USA	(704) 289-9553
AMERICAN DRIVELINE CENTER	512 E PLAZA DRIVE	MOORESVILLE	NC	28115	USA	(704) 663-1468
SIMON LOCK/PENNY ZIBULA	2591 HIGHWAY 70 EAST	NEW BERN	NC	28560	USA	(252) 637-9696
BRADLEY GREGERSEN	316 N POLK STREET	PINEVILLE	NC	28134	USA	(704) 889-3001
GUILLERMO E AHUMADA	546 DYNAMIC DRIVE	GARNER	NC	27529	USA	(919) 779-1778
MATT FERACE/CHARLES LAY	3912 CAPITAL BOULEVARD	RALEIGH	NC	27604	USA	(919) 876-4507
GARY STRICKLAND	9641 US 70 WEST BUSINESS	CLAYTON	NC	27520	USA	(919) 763-3032
DAVID R DUNN	560 FENNER ROAD	ROCKY MOUNT	NC	27804	USA	(252) 442-1094
MILTON M DOBBINS JR	4205 OLEANDER DRIVE	WILMINGTON	NC	28403	USA	(910) 799-1033
FRED BOWEN	5350 UNIVERSITY PARKWAY	WINSTON-SALEM	NC	27106	USA	(336) 767-8301
DANIEL F WHITE	1990 SILAS CREEK PARKWAY	WINSTON-SALEM	NC	27103	USA	(336) 768-9903
RICHARD L HOBSON	3645 ADAMS STREET	LINCOLN	NE	68504	USA	(402) 476-7681
CHARLES F VELINSKY	809 CARY STREET	BELLEVUE	NE	68147	USA	(402) 731-6700
CHARLES F VELINSKY	3330 N 72ND ST	OMAHA	NE	68134	USA	(402) 571-4100
CHARLES F VELINSKY	5254 S 133RD COURT	OMAHA	NE	68137	USA	(402) 932-3300
CHARLES F VELINSKY	6061 L ST	OMAHA	NE	68117	USA	(402) 733-8700

HENLEY TRANSMISSION SERV	234 LOUDON ROAD	CONCORD	NH	3301	USA	(603) 225-7213
HENLEY TRANSMISSION SERV	792 GOLD STREET	MANCHESTER	NH	3103	USA	(603) 627-3868
MARIO BARTOLI	100 STATE ROUTE 101A	AMHERST	NH	3031	USA	(603) 889-5098
MARTIN S/PAUL T QUIRK	3580 LAFAYETTE RD	PORTSMOUTH	NH	3801	USA	(603) 436-6800
BENJAMIM FIORENTINO	605 E MAIN STREET	BRIDGEWATER	NJ	8807	USA	(908) 722-8282
JOHN CAMPI	100 FRONTAGE ROAD	CHERRY HILL	NJ	8034	USA	(856) 616-8333
DONALD SAFFIOTI	1639 MAIN AVE	CLIFTON	NJ	7011	USA	(973) 772-3636
MARIO LERER	U.S. RT 130 & CARRIAGE LN	DELRAN	NJ	8075	USA	(856) 461-6060
ZOLTAN T STUPAR	135 E BLACKWELL STREET	DOVER	NJ	7801	USA	(973) 366-5100
ARTHUR SIEGEL	6400 BLACK HORSE PIKE	EGG HARBOR TWP	NJ	8234	USA	(609) 484-9770
PETER D FIORENTINO	55 MIDTOWN BRIDGE APPROACH	HACKENSACK	NJ	7601	USA	(201) 487-0060
MARK B ELBAUM	400-C HIGH ST	HACKETTSTOWN	NJ	7840	USA	(908) 852-2000
MICHAEL CAIN	400 MERCER STREET	HIGHTSTOWN	NJ	8520	USA	(609) 443-0998
JACK MARABELLA	140 ELLIS AVENUE	IRVINGTON	NJ	7111	USA	(973) 416-4488
LOUIS M FIZZAROTTI	1742-48 KENNEDY BLVD	JERSEY CITY	NJ	7305	USA	(201) 433-5555
ROY T ARGENTO	125 MAIN ST	LAKEWOOD	NJ	8701	USA	(732) 370-2200
MATTHEW P VON ZWEHL	720 RIDGE ROAD	LYNDHURST	NJ	7071	USA	(201) 933-9001
ROBERT G BUSKARD	1264 ROUTE 23	BUTLER	NJ	7405	USA	(973) 291-8522
VINCENT FELICO	121 ROUTE 9	ENGLISHTOWN	NJ	7726	USA	(732) 536-1000
JOHN CAMPI	115 S WHITE HORSE PIKE	MAGNOLIA	NJ	8049	USA	(856) 783-1606
VINCENT CARANANTE	59 SUSSEX AVENUE	MORRISTOWN	NJ	7960	USA	(973) 993-9777
N FIORENTINO/M ZIROLO	638 BLOOMFIELD AVE	BLOOMFIELD	NJ	7003	USA	(973) 429-7615
THOMAS L KORODAN	145 SOMERSET STREET	NORTH PLAINFIELD	NJ	7060	USA	(908) 754-4848
ARON D SCHARF	3219 BRIDGE STREET	POINT PLEASANT	NJ	8742	USA	(732) 899-1600
PETER D FIORENTINO	950-954 SOMERSET ST	NEW BRUNSWICK	NJ	8901	USA	(732) 418-7911
RICHARD ROTH	4790 BLACKHORSE PIKE	TURNERSVILLE	NJ	8012	USA	(856) 228-6006
ANA & KENNETH LYSAGHT	2526 SPRINGFIELD AVE	VAUXHALL	NJ	7088	USA	(908) 687-4234
AMERICAN DRIVELINE CENTER	1701 PRINCETON AVENUE	TRENTON	NJ	8648	USA	(609) 599-3990
REYNOLDS DODS	177 S. DELSEA DRIVE	VINELAND	NJ	8360	USA	(856) 213-9018
PATRICK F INFANTE	1420 ASBURY AVENUE	ASBURY PARK	NJ	7712	USA	(732) 897-0010
AMERICAN DRIVELINE CENTER	2769 S BROAD STREET	TRENTON	NJ	8610	USA	(609) 888-2020
DENNIS & MATT CHRISTENSEN	233 S WASHINGTON AVENUE	BERGENFIELD	NJ	7621	USA	(201) 385-0400
GARY BALDEO	938 ROUTE 34	MATAWAN	NJ	7747	USA	(732) 566-2299
HOWARD SCHWARTZ	359 AMBOY AVENUE	METUCHEN	NJ	8840	USA	(732) 549-0066
ROY COHEN	799 SHREWSBURY AVENUE	SHREWSBURY	NJ	7702	USA	(732) 842-2500
JODI CARTAGENA	1770 HOOPER AVENUE	TOMS RIVER	NJ	8753	USA	(732) 279-9300
JOHN MANGAN/JAMES FERRELL	6629 LOMAS BLVD NE	ALBUQUERQUE	NM	87110	USA	(505) 265-8849
GENE PEUGH/RICHELL PONDER	1885 W PICACHO	LAS CRUCES	NM	88005	USA	(575) 523-4564
JOHN MANGAN/JAMES FERRELL	6632 CAMINITO COORS NW	PARADISE HILLS	NM	87120	USA	(505) 896-4244
D GARY MARTIN	3075 HWY 50 E	CARSON CITY	NV	89701	USA	(775) 882-7373
STAN RUDD	1241 AMERICAN PACIFIC DR	HENDERSON	NV	89074	USA	(702) 558-7558
RAYMOND H ATKIN	5710 BOULDER HIGHWAY	LAS VEGAS	NV	89122	USA	(702) 451-0209
SCOTT H HARVEY	3015 S. VALLEY VIEW BLVD.	LAS VEGAS	NV	89102	USA	(702) 367-1200
RUSS DAINS	3336 LOSEE ROAD, SUITE 4	N LAS VEGAS	NV	89030	USA	(702) 658-0853
AARON CASTONGUAY	2155 MARKET STREET	RENO	NV	89502	USA	(775) 329-8726

RON ARITO	2071 S RAINBOW BLVD	LAS VEGAS	NV	89102	USA	(702) 897-9999
ROBERT/PATRICIA FICKETT	1080 N RANCHO DRIVE	LAS VEGAS	NV	89106	USA	(702) 382-7280
MICHAEL VASILE	1029 CENTRAL AVENUE	ALBANY	NY	12205	USA	(518) 489-5505
ROB FAMIGLIETTI/L ORDYK	4650 STATE HWY 30 N	AMSTERDAM	NY	12010	USA	(518) 843-0847
RONALD FELIX	3454 SHERIDAN DRIVE	AMHERST	NY	14226	USA	(716) 837-6542
HOMER RICE	102 GRANT AVENUE	AUBURN	NY	13021	USA	(315) 253-2744
JOHN P MANCULICH	339 FRONT ST	BINGHAMTON	NY	13905	USA	(607) 722-9999
JONATHAN L TOW	1984 UNION BOULEVARD	BAYSHORE	NY	11706	USA	(631) 968-0400
EDWIN & MICHAEL HERSHBERG	207-26 NORTHERN BLVD	BAYSIDE	NY	11361	USA	(718) 428-2244
A C SOLLITTO/A J SOLLITTO	1027 E GUN HILL RD	BRONX	NY	10469	USA	(718) 324-7800
JONATHAN L TOW	1266 RALPH AVENUE	BROOKLYN	NY	11236	USA	(718) 773-6535
THOMAS A HEANEY	2900 ATLANTIC AVE	BROOKLYN	NY	11207	USA	(718) 277-8080
J RANDY STEINER	6490 TRANSIT RD	DEPEW	NY	14043	USA	(716) 684-4270
JOHN DONATO	347 LARKFIELD ROAD	EAST NORTHPORT	NY	11731	USA	(631) 486-6666
J RANDY STEINER	398 W COMMERCIAL STREET	E ROCHESTER	NY	14445	USA	(585) 381-3772
DONALD SMITH/WILSON/VELEZ	79-14 QUEENS BLVD	ELMHURST	NY	11373	USA	(718) 898-5575
PATRICIA E SCHNEIDER	24 E BARCLAY ST	HICKSVILLE	NY	11801	USA	(516) 822-2770
STEPHEN P RODGERS	6412 SOUTH TRANSIT ROAD	LOCKPORT	NY	14094	USA	(716) 625-9950
PATRICIA E SCHNEIDER	227 ROUTE 6	MAHOPAC	NY	10541	USA	(845) 628-9222
KENNETH B BERRY	163 HERRICKS ROAD	GARDEN CITY PARK	NY	11040	USA	(516) 248-5174
FRANK & FRED FREEMAN	295 WINDSOR HIGHWAY	NEW WINDSOR	NY	12553	USA	(845) 561-2045
BRIAN HECHLER	45 FULTON ST	MIDDLETOWN	NY	10940	USA	(845) 344-3535
NICOLAE/ESTHER IANCU	212 MAIN ST	NEW ROCHELLE	NY	10801	USA	(914) 636-6660
V/E V/C FELICO	40A W. WASHINGTON AVENUE	PEARL RIVER	NY	10965	USA	(845) 735-7077
PRABHAT K TIBREWALA	173 MEDFORD AVE (RT 112)	PATCHOGUE	NY	11772	USA	(631) 758-2797
ANDREW J MC PECK JR.	42 MANCHESTER RD	POUGHKEEPSIE	NY	12603	USA	(845) 473-1640
RICHARD C VALLELY	217-83 HEMPSTEAD AVE	QUEENS VILLAGE	NY	11429	USA	(718) 479-8977
J RANDY STEINER	1521 MT READ BLVD	ROCHESTER	NY	14606	USA	(585) 254-5920
DANIEL LOPRESTI	1602 STATE STREET	SCHENECTADY	NY	12304	USA	(518) 381-1112
A J SOLLITTO/A C SOLLITTO	635 RICHMOND ROAD	STATEN ISLAND	NY	10304	USA	(718) 442-6700
DAN WHITNEY/JIM ANDERSON	2564 ERIE BLVD E	SYRACUSE	NY	13224	USA	(315) 445-0210
DANIEL K RAKOW	200 E MERRICK RD	VALLEY STREAM	NY	11580	USA	(516) 872-8122
EZRA FORD/PAUL A SIMMONS	595 COFFEEN ST	WATERTOWN	NY	13601	USA	(315) 782-4006
J RANDY STEINER	1701 UNION ROAD	WEST SENECA	NY	14224	USA	(716) 675-6022
JEFFREY ZAID	281 TARRYTOWN ROAD	WHITE PLAINS	NY	10607	USA	(914) 949-2929
M AHMADKHAN/N LETSIOS	60-01 NORTHERN BLVD	WOODSIDE	NY	11377	USA	(718) 726-2400
MILAD SAYEGH	41 HUDSON STREET	YONKERS	NY	10701	USA	(914) 969-8246
AMERICAN DRIVELINE CENTER	2575 MIDDLE COUNTRY ROAD	CENTEREACH	NY	11720	USA	(631) 467-0023
HOWARD D HARPLEY	281 E MARKET ST	AKRON	OH	44308	USA	(330) 376-5181
AMERICAN DRIVELINE CENTER	5310 AIRPORT HIGHWAY	TOLEDO	OH	43615	USA	(419) 389-9992
ROBERT A WOLFE	2240 US ROUTE 35	ALPHA	OH	45301	USA	(937) 429-2822
E ALBERT ATKINS	48 NORTHFIELD ROAD	BEDFORD	OH	44146	USA	(440) 439-8177
DOUG PETERSEN	4922 EVERHARD ROAD	CANTON	OH	44718	USA	(330) 493-0311
STEVEN MULLET	2312 COLUMBUS RD NE	CANTON	OH	44705	USA	(330) 455-5145
FRED S EBBERT	7458 MONTGOMERY RD	CINCINNATI	OH	45236	USA	(513) 793-4210

Exhibit G

WILLIAM J LONG, JR	4440 READING RD	CINCINNATI	OH	45229	USA	(513) 242-4440
FRED S EBBERT	8454 BEECHMONT AVENUE	CINCINNATI	OH	45255	USA	(513) 528-6500
MARLENE HERMAN/PAUL HELM	3984 MAYFIELD ROAD	CLEVELAND HEIGHTS	OH	44121	USA	(216) 381-7730
VIJAY K & SEEMA NAYYAR	3197 N HIGH ST	COLUMBUS	OH	43202	USA	(614) 263-8817
KENDALL D GILL	6450 E MAIN ST	REYNOLDSBURG	OH	43068	USA	(614) 866-4262
SHARON A KIFER	1385 W BROAD ST	COLUMBUS	OH	43222	USA	(614) 274-1164
SHARON A KIFER	3580 CLEVELAND AVE	COLUMBUS	OH	43224	USA	(614) 475-6655
MICHAEL D SNYDER	5980 OLD TROY PIKE	DAYTON	OH	45424	USA	(937) 236-2465
ROBERT BERNARDI/K BOONE	215 S PATTERSON BLVD	DAYTON	OH	45402	USA	(937) 223-3288
RONALD L COOK	2212 WILMINGTON AVE	DAYTON	OH	45420	USA	(937) 253-1165
ROBERT W STRALEY, JR	6954 BRECKSVILLE RD	INDEPENDENCE	OH	44131	USA	(216) 447-9220
WILLIAM E NUMBERS	554 WEST MARKET STREET	LIMA	OH	45801	USA	(419) 227-3443
JOSEPH E HOWARD	749 COLUMBUS AVENUE	LEBANON	OH	45036	USA	(513) 228-1238
JEREMY T SIZEMORE	128 ALEXANDERSVILLE ROAD	MIAMISBURG	OH	45342	USA	(937) 866-7032
GARY/SHIRLEY J PAULEY	1002 STATE ROUTE 28	MILFORD	OH	45150	USA	(513) 831-4200
P HELM/MARLENE HERMAN	14138 LORAIN RD	CLEVELAND	OH	44111	USA	(216) 688-6000
JOSEPH E SEMANCIK	5911 BROOKPARK ROAD	PARMA	OH	44129	USA	(216) 459-8933
W HARRISON/L ADAMS	1215 W COLUMBIA	SPRINGFIELD	OH	45504	USA	(937) 325-7077
THOMAS MURPHY	36705 EUCLID AVENUE	WILLOUGHBY	OH	44094	USA	(440) 951-2600
ROBERT MAYS	999 WORTHINGTON WOODS LOO	WORTHINGTON	OH	43085	USA	(614) 841-9299
ROBERT D WADE	765 LINDEN AVE	ZANESVILLE	OH	43701	USA	(740) 453-0366
WILLIAM D. JONES	7880 MARKET ST, UNIT A	BOARDMAN	OH	44512	USA	(330) 729-9980
FRED EBBERT	7527 LIBERTY LANE	BETHANY	OH	45044	USA	(513) 759-0695
RON WILLIAMS/K KNICKEL	200 OAK STREET	MARION	OH	43302	USA	(740) 375-5925
GEOFFREY T. FRIEDMAN	3750 S KELLY AVENUE	EDMOND	OK	73013	USA	(405) 475-0480
GEOFFREY T. FRIEDMAN	2311 S AIR DEPOT BLVD	MIDWEST CITY	OK	73110	USA	(405) 732-1917
AMERICAN DRIVELINE CENTER	24 W MEMORIAL ROAD	OKLAHOMA CITY	OK	73114	USA	(405) 529-5001
AMERICAN DRIVELINE CENTER	8817 S WESTERN AVENUE	OKLAHOMA CITY	OK	73139	USA	(405) 632-2051
GEOFFREY T. FRIEDMAN	8020 N ROCKWELL AVENUE	OKLAHOMA CITY	OK	73132	USA	(405) 491-9956
GEOFFREY T. FRIEDMAN	3130 W I 44 SERVICE ROAD	OKLAHOMA CITY	OK	73112	USA	(405) 942-2626
AMERICAN DRIVELINE CENTER	4122 S HARVARD AVENUE	TULSA	OK	74135	USA	(918) 747-9611
KENNETH R SUTTON, JR.	8115 E 15TH ST	TULSA	OK	74112	USA	(918) 835-8423
GEOFFREY T. FRIEDMAN	621 S MUSTANG ROAD	YUKON	OK	73099	USA	(405) 577-2887
BRIAN F MC LEOD	303 DUNLOP ST W - UNIT #8	BARRIE	ON	L4N 1C1	CND	(705) 726-7272
ROAN Q WONG	91 KENNEDY ROAD S	BRAMPTON	ON	L6W 3G1	CND	(905) 453-2262
JOSEPH A ZAMBRI	305 HOPKINS STREET	WHITBY	ON	L1N 2C1	CND	(905) 720-2222
WAYNE KRANGLE/D RAMNARINE	2941 EGLINTON AVE E	SCARBOROUGH	ON	M1J 2E5	CND	(416) 431-5352
BRIAN F MC LEOD	2528-A SAINT CLAIR AVE W	TORONTO	ON	M6N 1L6	CND	(416) 760-9993
JORDAN PEEVER	10 MANITOU DR UNIT 12	KITCHENER	ON	N2C 2N3	CND	(519) 748-2022
STEVEN AND LYNN MORGAN	3925 ABBEY LANE, SUITE #3	ASTORIA	OR	97103	USA	(503) 325-1404
STEPHEN/TONI FOSTER	273 SE 9TH STREET	BEND	OR	97702	USA	(541) 382-8215
M TRAFTON-TRAFTON OR HOLD	11773 SE HIGHWAY 212, 103	CLACKAMAS	OR	97015	USA	(503) 723-4737
HOWARD R MC JUNKIN	805 NW 5TH STREET	CORVALLIS	OR	97330	USA	(541) 757-1223
FRED CHASTAIN	1995 SEVENTH AVENUE WEST	EUGENE	OR	97402	USA	(541) 344-1429

ANDREW F RUTZ	4443 S 6TH ST	KLAMATH FALLS	OR	97603	USA	(541) 883-8151
HOWARD R MC JUNKIN	126 NE 11TH STREET	NEWPORT	OR	97365	USA	(541) 265-9567
STEPHAN FEDERLIN	120 NE 82ND AVE	PORTLAND	OR	97220	USA	(503) 255-4033
JEFFREY P. SZEKELY	17920 SE MCLOUGHLIN BLVD	MILWAUKIE	OR	97267	USA	(503) 652-0937
J KYLE REBER	2842 NE STEPHENS	ROSEBURG	OR	97470	USA	(541) 672-6664
FRED CHASTAIN	1855 LIBERTY STREET NE	SALEM	OR	97303	USA	(503) 585-5737
STEPHAN FEDERLIN	13985 SW TUALATIN-SHERWOO	SHERWOOD	OR	97140	USA	(503) 625-6233
BRYAN L SUTHERLAND	3990 MAIN STREET	SPRINGFIELD	OR	97478	USA	(541) 726-6825
JEFFREY P SZEKELY	13701 SW PACIFIC HIGHWAY	TIGARD	OR	97223	USA	(503) 684-0861
JEFFREY P SZEKELY	18950 SW SHAW STREET	ALOHA	OR	97007	USA	(503) 259-8640
STEPHAN FEDERLIN	18130 SE DIVISION STREET	PORTLAND	OR	97236	USA	(503) 667-1222
JOHN KAUTZ/ROBERT LEADER	1600 OLD YORK ROAD	ABINGTON	PA	19001	USA	(215) 657-1190
DONALD SAYLOR	3320 HAMILTON BOULEVARD	ALLENTOWN	PA	18103	USA	(610) 437-6707
HAROLD P OTT	2911 7TH AVE	ALTOONA	PA	16602	USA	(814) 943-5228
DIANNA CLARKE	570 COTTMAN AVENUE	CHELTENHAM	PA	19012	USA	(215) 663-8970
JEFF COMPORT	746 CHESTER PIKE	PROSPECT PARK	PA	19076	USA	(610) 461-0580
JOHN LYNN	634 BETHLEHEM PIKE	COLMAR	PA	18915	USA	(215) 822-1450
ZEESHAN KHAN	1458 NORTHAMPTON STREET	EASTON	PA	18042	USA	(610) 253-9309
WAGDY FAHMEY	2536 W 26TH STREET	ERIE	PA	16506	USA	(814) 835-0486
HANK W STRONG	6411 CARLISLE PIKE	MECHANICSBURG	PA	17050	USA	(717) 766-7199
HANK W STRONG	5135 JONESTOWN RD	HARRISBURG	PA	17112	USA	(717) 652-6886
DINO CAPOROSSI	1967 OAKLAND AVENUE	INDIANA	PA	15701	USA	(724) 465-0392
ROBERT MASON/GREG MASON	7716 RIDGE AVENUE	PHILADELPHIA	PA	19128	USA	(215) 508-1909
BRAD MUCHNOK	3484 WILLIAM PENN HWY	PITTSBURGH	PA	15235	USA	(412) 856-9500
JERRY MURPHY	108 EAST TRENTON AVENUE	MORRISVILLE	PA	19067	USA	(215) 295-3399
BILL GLEASON	2917 HANNAH AVENUE, A & B	NORRISTOWN	PA	19401	USA	(610) 278-6700
GARY R BONI	228 LANCASTER AVENUE	FRAZER	PA	19355	USA	(610) 647-9160
TIMOTHY R YOUNG	6107 LANCASTER AVENUE	PHILADELPHIA	PA	19151	USA	(215) 878-4190
DION O WHITLEY	6726 FRANKFORD AVENUE	PHILADELPHIA	PA	19135	USA	(215) 624-1400
JAMES P MELNICK	1821 WASHINGTON AVENUE	PHILADELPHIA	PA	19146	USA	(215) 465-3700
TONY MANERO	4539 RISING SUN AVE	PHILADELPHIA	PA	19140	USA	(215) 329-6609
JOHN E KREMM JR	8436 PERRY HWY ROUTE 19	PITTSBURGH	PA	15237	USA	(412) 367-1670
PERRY BRUNO/W MICHAELS	4409 STEUBENVILLE PIKE	PITTSBURGH	PA	15205	USA	(412) 922-2250
LAWRENCE T BARISH	780 E PITTSBURGH ST	GREENSBURG	PA	15601	USA	(724) 832-1300
LARRY S WEINBERG	52 PENN CIR. W.	PITTSBURGH	PA	15206	USA	(412) 661-0100
MICHAEL/WILLIAM THURSTON	5403 CLAIRTON BOULEVARD	PITTSBURGH	PA	15236	USA	(412) 881-8588
THOMAS G BASHINSKY	378 POTTSVL-ST. CLAIR HWY	POTTSVILLE	PA	17901	USA	(570) 429-1414
MICHAEL J. FOX	401 WEST HIGH STREET	POTTSTOWN	PA	19464	USA	(610) 970-1844
THOMAS HEARN	49 SOUTH WEST END BLVD	QUAKERTOWN	PA	18951	USA	(215) 536-5280
W JOHNS/J ORLESKI/H LEE	1230 KEYSER AVE	SCRANTON	PA	18504	USA	(570) 969-1940
THOMAS P DRUM/RODNEY	2146 E COLLEGE AVENUE	STATE COLLEGE	PA	16801	USA	(814) 234-4114
MARCO MUNOZ/F SCARFO/BURD	213 NORTH 9TH STREET	STROUDSBURG	PA	18360	USA	(570) 421-7786
DENNIS BUDDENHAGEN	1129 MAPLE AVENUE	WASHINGTON	PA	15301	USA	(724) 222-2229
MICHAEL A MURAFKA	1864 E 3RD ST	WILLIAMSPORT	PA	17701	USA	(570) 323-9873
W JOHNS/J ORLESKI/H LEE	2006 WYOMING AVE, US 11	WYOMING	PA	18644	USA	(570) 654-7787

Exhibit G

JOHN OLSZEWSKI	2199 BANNISTER STREET	YORK	PA	17404	USA	(717) 792-3866
JOHN OLSZEWSKI	2301 E MARKET STREET	YORK	PA	17402	USA	(717) 755-6001
SHERRI & SAM UNDERLAND	5300 EMILIE ROAD, BLDG 7	LEVITTOWN	PA	19057	USA	(215) 949-6001
AMANDA SPIERING	690 GREENSBURG ROAD	LOWER BURRELL	PA	15068	USA	(724) 334-1006
JEFFREY & TAMMIE ARMS	1117 LANCASTER AVENUE	READING	PA	19607	USA	(610) 777-9340
GARY GOELZ	4065 GREENSBURG PIKE	PITTSBURGH	PA	15221	USA	(412) 271-1700
CENTRAL REBUILD CENTER	6 CROZERVILLE RD	ASTON	PA	19014	USA	(610) 358-8970
LUIS A FIGUEROA	325 CALLE FONT MARTELO 52	HUMACAO	PR	791	USA	(787) 852-4170
LUIS A FIGUEROA	URB VALENCIA 577 BARBOSA	HATO REY	PR	923	USA	(787) 751-4787
AMERICAN DRIVELINE CENTER	422 SILVER SPRING STREET	PROVIDENCE	RI	2904	USA	(401) 831-6920
DAVID HOOKS	85 CYPRESS STREET	WARWICK	RI	2888	USA	(401) 781-1700
DAVID HOOKS	1077 TOLLGATE ROAD	WARWICK	RI	2886	USA	(401) 821-1200
S CAVANAUGH/L SIMS JR	1657 WHISKEY RD	AIKEN	SC	29803	USA	(803) 642-9424
JAMES K CHU	2428 BROAD RIVER ROAD	COLUMBIA	SC	29210	USA	(803) 798-6130
STEVE RICHARDSON	766 HWY 501 BY-PASS	CONWAY	SC	29526	USA	(843) 347-4326
ROMAN P JASKIN	411 MAULDIN RD	GREENVILLE	SC	29605	USA	(864) 277-3267
ROMAN P JASKIN	102 EXECUTIVE DRIVE	GREER	SC	29651	USA	(864) 801-1262
DONALD W BENSON	520 N LAKE DRIVE	LEXINGTON	SC	29072	USA	(803) 356-1349
HARRY R MORGAN	1723 B HIGHWAY 17 NORTH	MT. PLEASANT	SC	29464	USA	(843) 971-6544
LEE S JAMISON	1550 OLD TROLLEY RD	SUMMERVILLE	SC	29485	USA	(843) 875-3175
WALTER D CAMP (DAVE)	2428 DECKER BOULEVARD	COLUMBIA	SC	29206	USA	(803) 736-3080
CHRISTOPHER EBERT	2918 WADE HAMPTON BLVD	TAYLORS	SC	29687	USA	(864) 558-2173
SOUK & KATHY SAYCOCIE	659 W MAIN STREET	SPARTANBURG	SC	29301	USA	(864) 582-1503
WAYNE A & Nicklaus Kummer	645 CENTURY RD	RAPID CITY	SD	57701	USA	(605) 342-7800
AMERICAN DRIVELINE CENTER	6501 LEE HWY	CHATTANOOGA	TN	37421	USA	(423) 899-0790
ZARY G LUKE	104 STEKOIA LANE	KNOXVILLE	TN	37921	USA	(865) 947-7410
AMERICAN DRIVELINE CENTER	8844 KINGSTON PIKE	KNOXVILLE	TN	37923	USA	(865) 694-8501
ANTHONY "BRAD" ISBELL	1621 WEST MAIN STREET	LEBANON	TN	37087	USA	(615) 444-8280
ALVIN STONE/H NAJDAWI	1261 GETWELL RD	MEMPHIS	TN	38111	USA	(901) 324-3816
ROBERT M STONE	3596 WINCHEST COVE	MEMPHIS	TN	38115	USA	(901) 794-0897
RICHARD BLAYLOCK	1717 E RAINES ROAD	MEMPHIS	TN	38116	USA	(901) 398-5256
RICHARD L/JAMES LAWRENCE	2439 COVINGTON PIKE	MEMPHIS	TN	38128	USA	(901) 372-6000
K/GRANT SR/G JOHNISEE JR	1212 GALLATIN PIKE	MADISON	TN	37115	USA	(615) 865-7737
JOSEPH JESSIE	3020 NOLENSVILLE ROAD	NASHVILLE	TN	37211	USA	(615) 445-2350
KANWAR D SURI	15200 MARSH LN	ADDISON	TX	75001	USA	(972) 241-8838
GARY L WATERS	5032 S. WESTERN STREET	AMARILLO	TX	79109	USA	(806) 353-6810
JERRY & ROSE PRICE	2320 W PIONEER PKWY	PANTEGO	TX	76013	USA	(817) 277-3100
ALLAN M/MAURICE NURENBERG	8417 BURNET RD	AUSTIN	TX	78757	USA	(512) 458-6115
ALLAN NURENBERG	912 S LARMAR BLVD	AUSTIN	TX	78704	USA	(512) 442-4545
ALLAN NURENBERG	814 STASSNEY LANE WEST	AUSTIN	TX	78745	USA	(512) 441-9919
ALLAN NURENBERG	2409 S BELL BLVD	CEDAR PARK	TX	78613	USA	(512) 331-4547
RICHARD J RAYZOR	3270 EASTEX FREEWAY	BEAUMONT	TX	77703	USA	(409) 899-2001
AMERICAN DRIVELINE CENTER	3010 LEOPARD STREET	CORPUS CHRISTI	TX	78408	USA	(361) 881-8200
RAHIM NATHOO	3620 INWOOD ROAD	DALLAS	TX	75209	USA	(214) 528-3330
DAVID BRY	318 S INDUSTRIAL BLVD	EULESS	TX	76040	USA	(817) 267-0400

AMERICAN DRIVELINE CENTER	1407 LOMALAND #102	EL PASO	TX	79935	USA	(915) 593-6655
JEFF BOURDON/JASON PRYOR	6828 CAMP BOWIE BLVD	FORT WORTH	TX	76116	USA	(817) 735-1591
OTTO/JAMES LAIBLE	1002 UVALDE RD	HOUSTON	TX	77015	USA	(713) 453-7757
WILLIAM E HAYDEN	10030 VETERANS MEMORIAL	HOUSTON	TX	77038	USA	(281) 999-0080
EVAN W BURRIS	4730 N SHEPHERD DR	HOUSTON	TX	77018	USA	(713) 691-7151
MATTHEW LEE	2303 S DAIRY ASHFORD RD	HOUSTON	TX	77077	USA	(281) 497-7160
SCOTT FURCHES	7900 HIGHWAY 6 SOUTH	HOUSTON	TX	77081	USA	(281) 495-5300
SCOTT FURCHES	1302 FM 1960 WEST	HOUSTON	TX	77090	USA	(281) 444-2223
SCOTT FURCHES	5911 CHIMNEY ROCK	HOUSTON	TX	77081	USA	(713) 988-5800
CHARLES D STASNY	1377 SOUTH LOOP WEST	HOUSTON	TX	77054	USA	(713) 790-0525
SCOTT FURCHES	5930 HIGHWAY 6 N, BLDG L	HOUSTON	TX	77084	USA	(281) 859-9779
AMERICAN DRIVELINE CENTER	6617 FM 1960 WEST	HOUSTON	TX	77069	USA	(281) 586-7666
DOUG WATKINS	9584 FM 1960 WEST	HOUSTON	TX	77070	USA	(281) 890-5807
JOHN T STRECKFUSS	1904 E FM 1960 BYPASS	HUMBLE	TX	77338	USA	(281) 446-6062
SCOTT FURCHES	8331 FM 1960 BYPASS, ST C	HUMBLE	TX	77338	USA	(281) 446-8604
KANWAR D SURI	1100 W. I-635, SUITE 100	IRVING	TX	75063	USA	(214) 753-8610
KATHY S NOLTY	4110 E VETERANS MEMORIAL	KILLEEN	TX	76543	USA	(254) 699-2383
DOUG MONROE	900 LEIFESTER CRLE, A900	KILLEEN	TX	76549	USA	(254) 628-1011
DAVID GERDA	1485 S. MAIN ST	KELLER	TX	76244	USA	(817) 431-0009
STEPHEN S ROBINETT	105 STANDARD ST	LONGVIEW	TX	75604	USA	(903) 759-2733
RICK G BIGHAM	1420-19TH ST	LUBBOCK	TX	79401	USA	(806) 763-4465
JAMES MOHEL/DARRELL MOTT	120 S 23RD ST	MC ALLEN	TX	78501	USA	(956) 682-5525
DOUG WATKINS	5707 HIGHWAY 6	MISSOURI CITY	TX	77459	USA	(281) 261-3220
AMERICAN DRIVELINE CENTER	1402 S SEGUIN AVENUE	NEW BRAUNFELS	TX	78130	USA	(830) 625-8600
BINH T PHAN	1901 E 2ND ST	ODESSA	TX	79761	USA	(432) 580-8088
KEITH A GORHAM	2601 K AVENUE	PLANO	TX	75074	USA	(972) 633-1590
JOE F KIDD	2740 MEMORIAL BLVD	PORT ARTHUR	TX	77640	USA	(409) 983-6133
ALLAN/MAURICE NURENBERG	1901 S. IH 35	ROUND ROCK	TX	78664	USA	(512) 244-2080
CARL R COX	5960 NW LOOP 410	SAN ANTONIO	TX	78238	USA	(210) 647-1161
CARL R COX	2339 LOOP 410 NW	SAN ANTONIO	TX	78230	USA	(210) 341-3341
CHARLES A CLAY	5038 RIGSBY AVE	SAN ANTONIO	TX	78222	USA	(210) 648-3030
OTTO/JAMES LAIBLE	400 RAYFORD RD	SPRING	TX	77386	USA	(281) 292-4942
JAMES E BUTLER	2110 LOOP 323 WEST SW	TYLER	TX	75701	USA	(903) 561-6711
FRANK F MITCHELL	2105 PAT BOOKER RD	UNIVERSAL CITY	TX	78148	USA	(210) 659-6651
WALLACE COX/TIM SNOKHOUS	1328 S VALLEY MILLS	WACO	TX	76711	USA	(254) 754-0388
MICHAEL J REED	18420 HWY 3	WEBSTER	TX	77598	USA	(281) 338-1886
DOUG WATKINS	4210 RED BLUFF	PASADENA	TX	77503	USA	(713) 472-5700
EDWIN TOLEDO	405 S CENTRAL EXP, ST 118	RICHARDSON	TX	75080	USA	(972) 231-4252
AMERICAN DRIVELINE CENTER	1206 HIGHWAY 123	SAN MARCOS	TX	78666	USA	(512) 392-5811
STUART MANNING	4114 TEXOMA PARKWAY	SHERMAN	TX	75090	USA	(903) 328-3046
WOODROW VAN COTT	95 WEST MAIN STREET	AMERICAN FORK	UT	84003	USA	(801) 756-3626
FLIP K PAYNE	365 E 3900 S	MURRAY	UT	84107	USA	(801) 261-5757
DOYLE D ZOLLINGER	75 EAST 2000 NORTH	N LOGAN	UT	84341	USA	(435) 752-1940
DAVID L/LORILEE L WAGNER	537 S UNIVERSITY AVENUE	PROVO	UT	84601	USA	(801) 224-8088
JERRY DOHERTY	1119 EAST HIGHLAND DRIVE	ST GEORGE	UT	84770	USA	(435) 656-4466

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AMERICAN DRIVELINE CENTER	175 26TH STREET	OGDEN	UT	84401	USA	(801) 621-2235
KURT M WOOD	270 WEST 600 SOUTH	SALT LAKE CITY	UT	84101	USA	(801) 364-6466
KURT M WOOD	8950 S SANDY PKWY	SANDY	UT	84070	USA	(801) 561-9900
DALE KERSHNER	1373 N MAIN STREET	LAYTON	UT	84041	USA	(801) 444-0200
MOHAMMAD R GANJEI	632 S PICKETT ST	ALEXANDRIA	VA	22304	USA	(703) 751-0635
MARY DUNN/JACK MAY, SR	1501 S MAIN ST	BLACKSBURG	VA	24060	USA	(540) 953-2750
JACK MAY JR	1134 EMMET STREET	CHARLOTTESVILLE	VA	22903	USA	(434) 296-7117
TERRY BRADLEY	4076 WALNEY ROAD	CHANTILLY	VA	20151	USA	(703) 631-0200
CHARLES GUARDINO	12341 JEFFERSON HIGHWAY	CHESTER	VA	23831	USA	(804) 751-0074
ROB BILLER	111 GAINSBOROUGH SQ EAST	CHESAPEAKE	VA	23320	USA	(757) 436-1221
WENDELL E WIMMER	525 MEMORIAL DR	DANVILLE	VA	24541	USA	(434) 797-4800
WAYNE MILLER/ED MURCHIE	3737 PICKETT ROAD	FAIRFAX	VA	22031	USA	(703) 425-5656
MANOHER MOTLAGH	6325 ARLINGTON BLVD	FALLS CHURCH	VA	22044	USA	(703) 533-2215
GREGORY GRODE	98A INDUSTRIAL DRIVE	FREDERICKSBURG	VA	22408	USA	(540) 834-4099
SOUK & KATHY SAYCOCIE	429 WALLACE STREET	FREDERICKSBURG	VA	22401	USA	(540) 371-9265
WILLIAM JUDSON KING	3011 WEST MERCURY BLVD.	HAMPTON	VA	23666	USA	(757) 826-9551
THOMAS C IMESON	1851 RESERVOIR STREET	HARRISONBURG	VA	22801	USA	(540) 433-1232
GEORGE O MAY	3203 OLD FOREST ROAD	LYNCHBURG	VA	24501	USA	(434) 528-3915
WAYNE MILLER/ED MURCHIE	1505 CRESTWOOD DRIVE	MANASSAS	VA	20109	USA	(703) 369-3030
AMERICAN DRIVELINE CENTER	10231 HULL STREET ROAD	MIDLOTHIAN	VA	23112	USA	(804) 276-4900
CLIFFORD D COLLIER	12483 JEFFERSON AVE	NEWPORT NEWS	VA	23602	USA	(757) 877-6445
CHRISTOPHER J FLORIAN	4941 VIRGINIA BEACH BLVD	VIRGINIA BEACH	VA	23462	USA	(757) 499-4109
CHRISTOPHER J FLORIAN	3330 N MILITARY HWY	NORFOLK	VA	23518	USA	(757) 855-0118
AMERICAN DRIVELINE CENTER	7805 W BROAD STREET RD	RICHMOND	VA	23294	USA	(804) 672-0900
MARY M CASEY	316 ORANGE AVE	ROANOKE	VA	24016	USA	(540) 344-1647
JOSEPH/MARY CASEY	1202 W MAIN STREET	SALEM	VA	24153	USA	(540) 389-0095
MOHAMMAD R GANJEI	7704-A BACKLICK ROAD	SPRINGFIELD	VA	22150	USA	(703) 451-5844
ANTOINE F KASSAB	44827 OLD OX RD - K	STERLING	VA	20166	USA	(703) 834-5414
HOWARD/SHANNON HELENBROOK	820 W CONSTANCE RD	SUFFOLK	VA	23434	USA	(757) 934-2344
FADI G HADDAD	8501-4 TYCO RD	VIENNA	VA	22182	USA	(703) 790-5900
RODNEY E/C RONALD KILMON	1949 VIRGINIA BEACH BLVD	VIRGINIA BEACH	VA	23454	USA	(757) 425-3333
WAYNE MILLER/ED MURCHIE	2629 VALLEY AVENUE	WINCHESTER	VA	22601	USA	(540) 665-3007
WAYNE MILLER/ED MURCHIE	2599 HANCO CENTER DRIVE	WOODBRIDGE	VA	22191	USA	(703) 670-9926
ROBERT UHL	11102 GOV PC PERRY HWY	CEDAR BLUFF	VA	24609	USA	(276) 963-8726
SOUK & KATHY SAYCOCIE	30 BLACK JACK ROAD	FREDERICKSBURG	VA	22404	USA	(540) 657-1008
DAVID (SUNG KOOK) PARK	190 N COMMERCE AVENUE	FRONT ROYAL	VA	22630	USA	(540) 636-4193
WAYNE MILLER/ED MURCHIE	9-A FORT EVANS ROAD SE	LEESBURG	VA	20175	USA	(703) 443-6649
LESLIE J DEUTSCH	9 GREEN MOUNTAIN DRIVE	S. BURLINGTON	VT	5403	USA	(802) 864-0049
VINCE ORNATO & L BOSTOCK	1801 AUBURN WAY NORTH	AUBURN	WA	98002	USA	(253) 833-0820
TIPSOO VENTURES, LLC	13040 BELLEVUE-REDMOND RD	BELLEVUE	WA	98005	USA	(425) 453-0830
WARREN W FLOE/M C FLOE	2929 RUCKER AVE	EVERETT	WA	98201	USA	(425) 259-7288
JOHN P/JOHN W HAYDON	7101 W DESCHUTES AVE	KENNEWICK	WA	99336	USA	(509) 735-3172
TIPSOO VENTURES, LLC	13111 NE 124TH STREET	KIRKLAND	WA	98034	USA	(425) 489-5996
TIPSOO VENTURES, LLC	16626 HIGHWAY 99	LYNNWOOD	WA	98037	USA	(425) 672-7900
MANUEL O. NAPOLEON	2728 MARTIN WAY	OLYMPIA	WA	98506	USA	(360) 754-7094

MANUEL O NAPOLEON/RABOURN	10212 122ND STREET	PUYALLUP	WA	98374	USA	(253) 435-8056
BARTON LUCK & BRIAN LUCK	2925 S MOUNT VERNON ST	SPOKANE	WA	99223	USA	(509) 534-4224
S MICHAEL EVANS	628 E FRANCIS AVENUE	SPOKANE	WA	99208	USA	(509) 482-1515
S MICHAEL EVANS	14609 E. SPRAGUE AVENUE	SPOKANE	WA	99216	USA	(509) 924-9300
BARTON LUCK & BRIAN LUCK	230 W BOONE AVENUE	SPOKANE	WA	99201	USA	(509) 328-5693
TIPSOO VENTURES, LLC	14720 AURORA AVENUE NORTH	SHORELINE	WA	98133	USA	(206) 546-0866
TIPSOO VENTURES, LLC	2101 23RD AVENUE	SEATTLE	WA	98144	USA	(206) 623-1885
DALE HENDERSON	12006 PACIFIC HIGHWAY SW	TACOMA	WA	98499	USA	(253) 581-2725
STEPHAN FEDERLIN	3420 NE FOURTH PLAIN BLVD	VANCOUVER	WA	98661	USA	(360) 695-4475
JEFFERY SZEKELY	6900 NE HWY 99, BLD-B	VANCOUVER	WA	98665	USA	(360) 253-7204
JOSEPH RICHMOND	112 S 1ST ST	YAKIMA	WA	98901	USA	(509) 248-5511
VINCE ORNATO & L BOSTOCK	500 SW GRADY WAY STE J	RENTON	WA	98057	USA	(425) 235-7465
MICHAEL MACKEY	2071 MILDRED STREET WEST	FIRCREST	WA	98466	USA	(253) 752-6642
AMEDEE & SANDRA O'GORMAN	3950 LILLY ROAD	BROOKFIELD	WI	53005	USA	(262) 781-3555
SCOTT DIFFLEY/J THEISEN	9055 N. 76TH STREET	MILWAUKEE	WI	53223	USA	(414) 354-4450
PAUL/MARJORIE STAFFORD	1554 WINCHESTER AVENUE	MARTINSBURG	WV	25401	USA	(304) 262-0990
ISMAIL S. LATIF	411 SUNCREST TOWNE CENTRE	MORGANTOWN	WV	26505	USA	(304) 296-0056
MARK NEEL	281 COURTHOUSE ROAD	PRINCETON	WV	24740	USA	(304) 425-2153
ED E DAVIS/FRED S EBBERT	2240 MAIN ST HWY RT 2	WHEELING	WV	26003	USA	(304) 232-5820
AMERICAN DRIVELINE CENTER	4102 MAC CORKLE AVE, SW	S CHARLESTON	WV	25309	USA	(304) 768-9669
CRAIG E HIETT	1625 DELL RANGE BLVD	CHEYENNE	WY	82009	USA	(307) 635-8435

Exhibit H

LIST OF FORMER FRANCHISEES FROM FISCAL YEAR 2011

The following are the name, city and state, and current business telephone number, or if unknown, the last known home telephone number of every franchisee who, during our most recent fiscal year, have had an outlet terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under a franchise agreement during the most recently completed fiscal year or who have not communicated with us within 10 weeks of the application date.

Name	City	St	Telephone
CHARLES REID/DAVID CLARK [1]	OPELIKA	AL	Clark 334-749-3570; Reid 601-796-1470
FRANKIE ROSE	CLOVIS	CA	209-522-5222
ART TERRILL	ESCONDIDO	CA	760-735-9000
ART TERRILL	FRESNO	CA	760-735-9060
BARTOLO F FERRANTE	POWAY	CA	858-578-3573
JOHN & STANLEY WO	SAN FRANCISCO	CA	650-873-2823
JOHN D HILBELINK	SAN RAMON	CA	925-895-3284
STEVEN BARON	YUBA CITY	CA	209-566-9284
M CORRIGAN/GARY GROSS SR [2]	EAST HARTFORD	CT	Corrigan 203-729-6210; Gross 203-535-3355
GARY GROSS/MIKE CORRIGAN	NEW HAVEN	CT	Corrigan 203-729-6210; Gross 203-535-3355
VINCENT L MERLINO	STAMFORD	CT	914-967-7509
AHMED TARIQ & RASA TARIQ	WALLINGFORD	CT	860-529-3887
GLADYS Y PAZMINO	MARGATE	FL	**
CARROLL C HARTMANN	MIAMI	FL	305-238-4358
EDGAR RIVAS	OVIEDO	FL	321-235-0993
CARL J LAWRENCE	ST PETERSBURG	FL	941-722-3561
ANTHONY M. DE LOACH,SR/	LAWRENCEVILLE	GA	678-474-0111
HASSAN (MIKE) ZAERI	LILBURN	GA	678-867-7218
*ROSE SOBREPENA-RAMOLETE	HONOLULU	HI	808-329-9599
GORDON J MURRAY	AURORA	IL	630-897-6918
JEFFRY KETELSEN	SOUTH ELGIN	IL	847-934-4349
JOHN P MORGAN, JR	ASHLAND	KY	304-529-0385
CASPER O. JACKSON	BAKER	LA	985-345-2993
*HENLEY TRANSMISSION SERV	FRAMINGHAM	MA	617-242-2011
DAVID KLUGMAN/M PHILBIN [3]	HAVERHILL	MA	Klugman 508-487-0157
DAVID KHAEF	NEW BEDFORD	MA	709-441-0485
DONALD COULTER	SALEM	MA	508-943-5099
*THOMAS WALL	ANNAPOLIS	MD	410-263-8711
M VILLARINO/V WATKINS [4]	WARREN	MI	586-978-3968
RICK FIRMAND/SCOTT TRENT [5]	BRENTWOOD	MO	Trent 309-448-2329; Firmand - 314-207-6558
SCOTT TRENT/RICK FIRMAND	CRESTWOOD	MO	Trent 309-448-2329; Firmand - 314-207-6558
CHARLES R CARR	JOPLIN	MO	**
ROBERT CARVER	WASHINGTON	MO	636-717-6533
TRACEY TRENT	WENTZVILLE	MO	636-240-2739
S MITCHELL/L OLIVER [6]	OXFORD	MS	662-281-1516
ROBBIE BRYDEN	ARDEN	NC	**
SAMMY D. CLINE	CARY	NC	919-454-1153

[1] Charles Reid and David Clark were co-franchisees to an outlet in Alabama.
[2] Mike Corrigan and Gary Gross were co-franchisees to 2 outlets in Connecticut.
[3] David Klugman and Mark Philbin were co-franchisees to an outlet in Massachusetts.
[4] Martin Villarino and Valerie Watkins were co-franchisees to an outlet in Michigan.
[5] Rick Firmand and Scott Trent were co-franchisees to 2 outlets in Missouri.
[6] Shellie Vernon Mitchell and Lemuel Oliver were co-franchisees to an outlet in Mississippi.

Exhibit H

LIST OF FORMER FRANCHISEES FROM FISCAL YEAR 2011

Name	City	St	Telephone
ROBBIE BRYDEN	HICKORY	NC	**
LARRY VAN HOLLEBEKE	MOORESVILLE	NC	704-895-0067
JAMES WILLIAM HARRISON	SALISBURY	NC	336-784-8724
THERESA & GILBERT HOULE	LONDONDERRY	NH	603-627-1280
MAGED (MAX) GOBRIAL	FLEMINGTON	NJ	732-318-6970
ROBERT SCHEIN	FREEHOLD	NJ	732-780-5215
JOSE & BRIAN ALMEIDA	LINDEN	NJ	908-862-2198
PHILIP MATHEWS	MORRISTOWN	NJ	732-235-0536
WARREN ROSS	NEWARK	NJ	845-782-5011
EMMANUEL OTOIGIAKHI	PERTH AMBOY	NJ	908-354-5875
KENNETH A SIMKINS	LAS VEGAS	NV	702-293-2885
*ROBERT/PATRICIA FICKETT	LAS VEGAS	NV	520-845-2353
RICHARD/REBECCA POOTERS	COHOES	NY	**
N. LETSIOS/M. AMADKHAN[7]	WOODSIDE	NY	Letsios 718-746-5003; Amadkhan 212-879-5039
MICHAEL KOWALSKY	MEDINA	OH	330-948-1810
S SHEARHART/L CRUZ/J OSS [8]	OWASSO	OK	Oss 615-554-9332; Cruz 918-838-3762;
TIM LAWLESS/R BRATTIN [9]	TULSA	OK	Brattin 707-540-0487; Lawless 918-598-3020
KENNETH ROOT/GARY S RIKE [10]	OREGON CITY	OR	**
DIANE ZACCAIRO/J BACHMAN [11]	FEASTERVILLE	PA	215-342-6763
FRANK WIRTH	HARRISBURG	PA	717-695-4583
GARY MCGARVEY	LEBANON	PA	717-274-0191
*LUIS A FIGUEROA	CAGUAS	PR	787-721-1644
*LUIS A FIGUEROA	TRUJILLO ALTO	PR	787-721-1644
*ZARY G LUKE	KNOXVILLE	TN	865-947-7410
*RICHARD J RAYZOR	BEAUMONT	TX	281-358-4710
AARON HORN	COLLEGE STATION	TX	979-324-8726
ERIC JAQUEZ	EL PASO	TX	915-584-6384
MARVIN HYATT	HOUSTON	TX	**
J NANNOLA/MOORE/GRIFFARD [12]	LEWISVILLE	TX	Griffard 254-690-1820; Moore 254-501-9876; Nannola 254-258-8372
ROBERT G RASMUSSEN	NORTH SALT LAKE	UT	801-292-3626
J M DUNLAP/R L BLACKBURN	CHESAPEAKE	VA	Dunlap 804-358-6249; Blackburn 804-340-0823
ROBERT SAYSANA	BOTHELL	WA	253-229-8110
JOHN E MORGAN JR	HUNTINGTON	WV	304-529-0385

*These individuals are still franchisees at other locations. See Exhibit G.

** No phone numbers available

[7] Nikolaus Letsios and Mian Amadkhan were co-franchisees to an outlet in New York.
[8] Steven Shearhart, Luis Cruz and Johnny Oss were co-franchisees to an outlet in Oklahoma.
[9] Tim Lawless and Robert Brattin were co-franchisees to an outlet in Oklahoma.
[10] Kenneth Root and Gary Rike were co-franchisees to an outlet in Oregon.
[11] Diane Zaccairo and Joe Bachman were co-franchisees to an outlet in Pennsylvania.
[12] Joseph Nannola, David Griffard and Gregory Moore were co-franchisees to an outlet in Texas.

AAMCO Transmissions, Inc. and Subsidiaries

Consolidated Financial Report
December 31, 2011

AAMCO Transmissions, Inc. and Subsidiaries

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Exhibit I

McGladrey

Independent Auditor's Report

To the Board of Directors
AAMCO Transmissions, Inc.
Horsham, Pennsylvania

We have audited the accompanying consolidated balance sheets of AAMCO Transmissions, Inc. and Subsidiaries as of December 31, 2011, January 1, 2011 and January 2, 2010, and the related consolidated statements of operations, shareholder's equity and cash flows for the years then ended. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

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

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of AAMCO Transmissions, Inc. and Subsidiaries as of December 31, 2011, January 1, 2011 and January 2, 2010, and the results of their operations and their cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

McGladrey & Pullen, LLP

Blue Bell, Pennsylvania
April 11, 2012

Member of the RSM International network of independent accounting, tax and consulting firms

AAMCO Transmissions, Inc. and Subsidiaries

Consolidated Balance Sheets
December 31, 2011, January 1, 2011 and January 2, 2010

	2011	2010	2009
Assets			
Current Assets			
Cash	$ 150,727	$ 420,552	$ 1,271,687
Notes and accounts receivable, net of allowance for uncollectible accounts of $4,988,269 at December 31, 2011 $3,552,588 at January 1, 2011 and $2,860,911 at January 2, 2010	18,062,071	16,046,705	14,919,835
Supplies	701,926	448,374	449,864
Prepaid expenses and other	471,633	606,863	680,880
Total current assets	19,386,357	17,522,494	17,322,266
Notes and Accounts Receivable, noncurrent, net of allowance for uncollectible accounts of $483,035 at December 31, 2011 $418,035 at January 1, 2011 and $158,035 at January 2, 2010	3,854,307	1,524,525	1,592,654
Intangible Asset, net of accumulated amortization of $54,901,980 at December 31, 2011, $45,521,832 at January 1, 2011 and $36,235,656 at January 2, 2010	64,294,609	73,674,757	82,960,933
Due from Parent Company and Affiliate	67,938,373	64,520,533	65,798,316
Equipment, net	1,058,554	662,525	345,136
Other Assets	3,392,074	3,432,410	3,646,462
	$ 159,924,274	$ 161,337,244	$ 171,665,767
Liabilities and Shareholder's Equity			
Current Liabilities			
Current maturities of long-term debt	$ 495,750	$ 984,000	$ 2,086,500
Accounts payable and accrued expenses	6,751,298	4,327,713	3,658,346
Deferred income	1,211,328	1,053,133	1,306,134
Security deposits	1,877,467	1,748,201	1,825,597
Total current liabilities	10,335,843	8,113,047	8,876,577
Long-Term Liabilities			
Line of credit facility	1,500,000	1,057,500	2,360,000
Long-term debt, net of current portion	51,154,250	55,183,000	63,913,500
Subordinated notes	43,643,173	42,980,478	42,328,941
Deferred income, net of current portion	260,268	269,103	274,913
Total long-term liabilities	96,557,691	99,490,081	108,877,354
Total liabilities	106,893,534	107,603,128	117,753,931
Commitments and Contingencies (Notes 5 and 6)			
Shareholder's Equity			
Common Stock, authorized 3,000 shares at $1 par value; issued and outstanding, 2,617 shares	2,617	2,617	2,617
Additional paid-in capital	58,476,383	58,476,383	58,476,383
Accumulated deficit	(5,448,260)	(4,744,884)	(4,567,164)
	53,030,740	53,734,116	53,911,836
	$ 159,924,274	$ 161,337,244	$ 171,665,767

See Notes to Consolidated Financial Statements.

Exhibit I

AAMCO Transmissions, Inc. and Subsidiaries

Consolidated Statements of Operations
Years Ended December 31, 2011, January 1, 2011 and January 2, 2010

	2011	2010	2009
Revenues			
Service fees	**$ 27,757,288**	$ 27,582,769	$ 28,133,074
Sales of equipment and supplies	**3,276,562**	2,530,325	2,782,070
License and training fees	**2,213,197**	1,463,748	1,500,312
Advertising revenues	**-**	5,660	41,700
Other	**4,203,638**	2,736,497	2,117,666
Total revenues	**37,450,685**	34,318,999	34,574,822
Operating expenses			
Cost of advertising media	**-**	4,923	35,324
Cost of sales	**2,223,036**	1,658,670	1,654,623
Selling, general and administrative	**16,669,517**	13,813,272	13,100,719
Total operating expenses	**18,892,553**	15,476,865	14,790,666
Income from operations before depreciation, amortization and related party fees and expenses	**18,558,132**	18,842,134	19,784,156
Other operating expenses			
Depreciation and amortization	**10,198,419**	10,012,704	10,655,224
Related party fees and expenses	**994,895**	889,050	916,369
Total other operating expenses	**11,193,314**	10,901,754	11,571,593
Income from operations	**7,364,818**	7,940,380	8,212,563
Other income (expenses)			
Interest income	**8,503**	882	262
Interest expense	**(7,975,091)**	(7,467,687)	(8,097,778)
Miscellaneous expense	**(80,606)**	(655,295)	(765,894)
Total other expenses	**(8,047,194)**	(8,122,100)	(8,863,410)
Loss before income tax benefit	**(682,376)**	(181,720)	(650,847)
Income tax (expense) benefit	**(21,000)**	4,000	227,000
Net loss	**$ (703,376)**	$ (177,720)	$ (423,847)

See Notes to Consolidated Financial Statements.

AAMCO Transmissions, Inc. and Subsidiaries

Consolidated Statements of Shareholder's Equity
Years Ended December 31, 2011, January 1, 2011 and January 2, 2010

	Common Stock		Additional Paid-in	Accumulated	Total Shareholder's
	Shares	Amount	Capital	Deficit	Equity
Balance as of December 27, 2008	2,617	$ 2,617	$ 58,476,383	$ (4,143,317)	$ 54,335,683
Net loss	-	-	-	(423,847)	(423,847)
Balance as of January 2, 2010	2,617	2,617	58,476,383	(4,567,164)	53,911,836
Net loss	-	-	-	(177,720)	(177,720)
Balance as of January 1, 2011	2,617	2,617	58,476,383	(4,744,884)	53,734,116
Net loss	-	-	-	(703,376)	(703,376)
Balance as of December 31, 2011	2,617	$ 2,617	$ 58,476,383	$ (5,448,260)	$ 53,030,740

See Notes to Consolidated Financial Statements.

Exhibit I

AAMCO Transmissions, Inc. and Subsidiaries

Consolidated Statements of Cash Flows
Years Ended December 31, 2011, January 1, 2011 and January 2, 2010

	2011	2010	2009
Cash Flows from Operating Activities			
Net loss	**$ (703,376)**	$ (177,720)	$ (423,847)
Adjustments to reconcile net loss to net cash provided by operating activities:			
Depreciation and amortization	**10,198,419**	10,012,704	10,655,224
Deferred income tax (benefit) expense	**21,000**	(4,000)	(227,000)
Changes in assets and liabilities:			
(Increase) decrease:			
Notes and accounts receivable	**(4,345,148)**	(1,058,741)	(3,806,820)
Supplies	**(253,552)**	1,490	29,447
Prepaid expenses and other	**135,230**	74,017	20,936
Other assets	**19,336**	218,052	(453,904)
Increase (decrease):			
Accounts payable and accrued expenses	**2,423,585**	669,367	(55,876)
Deferred income	**149,360**	(258,811)	(264,451)
Security deposits	**129,266**	(77,396)	(97,898)
Net cash provided by operating activities	**7,774,120**	9,398,962	5,375,811
Cash Flows from Investing Activities			
Due from parent company and affiliate	**(7,355,706)**	(9,678,482)	(4,357,657)
Purchases of equipment	**(688,239)**	(571,615)	(288,722)
Net cash used in investing activities	**(8,043,945)**	(10,250,097)	(4,646,379)
Net increase (decrease) in cash	**(269,825)**	(851,135)	729,432
Cash, beginning	**420,552**	1,271,687	542,255
Cash, ending	**$ 150,727**	$ 420,552	$ 1,271,687
Supplemental Disclosure of Cash Flow Information:			
Cash paid during the year for interest	**$ 7,324,000**	$ 7,034,000	$ 7,981,000

See Notes to Consolidated Financial Statements.

AAMCO Transmissions, Inc. and Subsidiaries

Notes to Consolidated Financial Statements

Note 1. Description of Business

Description of Business: AAMCO Transmissions, Inc. (the "Company" or "AAMCO") franchises automotive transmission and general repair centers throughout the United States and Canada to which they also sell equipment and supplies. On March 7, 2006, American Driveline Systems, Inc. ("ADS") acquired the stock of the Company. ADS is also the parent company of Cottman Transmissions Holdings, LLC and its subsidiaries ("Cottman"). In connection with this acquisition, the accounts of the Company have been adjusted using the push down basis of accounting to recognize the allocation of the consideration paid for the common stock to the respective net assets acquired. Subsequent to the AAMCO acquisition, certain existing Cottman franchisees have converted to operating under the name AAMCO Transmissions for the remainder of their franchise term and the Company has received an assignment of the franchisee's franchise agreement with Cottman or has entered into a new franchise agreement with the franchisee.

Note 2. Summary of Significant Accounting Policies

Consolidation: The consolidated financial statements include the accounts of AAMCO Transmissions, Inc. and its wholly-owned subsidiaries, Accel Advertising, Inc. ("Accel Advertising") and AAMCO Canada, Inc. All significant intercompany balances and transactions have been eliminated in consolidation. AAMCO Transmissions, Inc. is a wholly-owned subsidiary of ADS.

In 2009, AAMCO Canada, Inc. was incorporated as a wholly-owned subsidiary of AAMCO Transmissions, Inc. AAMCO Canada, Inc. provides certain operational assistance to AAMCO franchises located within Canada and all of its Provinces and Territories ("Territory") and, pursuant to a Trademark License Agreement, has been granted a non-exclusive, non-transferable indivisible license to use the AAMCO licensed marks within the Territory.

Revenue Recognition: The Company recognizes revenue as follows:

Service Fees: The Company's operations include the licensing of franchises in North America under the name of AAMCO Transmissions and Total Car Care to franchisees for fifteen-year renewable terms. Under the franchise contract, the Company may, among other things, assist in site locations, assist in obtaining financing, provide training to the franchisee and operational services and supplies. Weekly franchise royalty fees are payable by the franchisees based on a percentage of their weekly receipts and recognized by the Company during the period in which the income is earned. Costs associated with franchise operations are expensed as incurred.

Initial License and Training Fees: The Company recognizes initial license and training fees at the time all significant services to be provided by the Company necessary to establish the franchise have been performed.

Other Revenue: The Company recognizes commission and other revenue, such as royalties, during the period in which the income is earned. Advertising fees are collected from certain franchisees who have elected to have advertisements placed by the Company's subsidiary Accel Advertising. These advertising fees are initially reflected as deferred income. As advertisements are placed, the related amounts are recorded as operating revenues to be matched with the expenditures. The costs of advertising are expensed as they are incurred.

Fiscal Year: The Company has adopted a fifty-two or fifty-three week year ending on the Saturday closest to December 31. Fiscal 2011 and fiscal 2010 each contained fifty-two weeks and fiscal 2009 contained fifty-three weeks. The fifty-third week is added to the fiscal calendar every six years to balance the fiscal years.

Cash: Cash consists of deposits with financial institutions. These balances are insured by the Federal Deposit Insurance Corporation. The Company considers all highly liquid debt instruments with a maturity period of three months or less to be cash equivalents.

AAMCO Transmissions, Inc. and Subsidiaries

Notes to Consolidated Financial Statements

Note 2. Summary of Significant Accounting Policies (Continued)

Notes and Accounts Receivable: Notes receivable are stated at the gross amount of the payment due, reduced by an allowance for uncollectible accounts. Accounts receivable consist principally of amounts invoiced for equipment, supplies and weekly franchise fees and are less an estimate made for uncollectible receivables based on a review of all outstanding amounts on a monthly basis. For trade receivables, the Company generally does not require collateral from its franchisees. An allowance for uncollectible accounts is established, when necessary, through charges to earnings in the form of a charge to bad debt expense. Notes and accounts that are determined to be uncollectible are charged against the allowance and may require the Company to recognize additions or reductions to management's determination of the allowance for uncollectible accounts in the near term. Notes and accounts receivable are considered past due when not paid within their contractual terms.

Supplies: Supplies consist of equipment and merchandise which are sold to franchisees and are stated at the lower of cost, determined by the actual average cost, or market.

Equipment and Depreciation: Equipment is carried at cost. Depreciation is computed principally on the straight-line method over the estimated useful lives of the assets, which range from 3 to 10 years. Depreciation of property and equipment was $292,000 in 2011, $254,000 in 2010 and $249,000 in 2009.

Deferred Financing Costs: Deferred financing costs consist of the costs related to the issuance of debt and are amortized using the interest method over the period of the related term loans. During 2011, 2010 and 2009, the Company was allocated approximately, $526,000, $473,000 and $468,000, respectively, of amortization relating to financing fees for a loan agreement entered into in 2006 and amended in December 2007 collectively by the Company, Cottman and ADS (Note 3).

Intangible Assets: Intangible assets consist of franchisee license agreements and are being amortized over the remaining contract terms. These license agreements expire at various times through 2021. Amortization of intangible assets amounted to, $9,380,000 in 2011, $9,286,000 in 2010 and $9,938,000 in 2009. In connection with the conversion of certain Cottman franchises to AAMCO franchises during 2006 (Note 1), intangible assets with a net book value of approximately $7,306,000 were transferred to the Company from Cottman for consideration equal to such net book value. In addition, AAMCO has agreed to pay certain fees to Cottman on sales generated by converting franchisees during the remaining term of the franchisee's pre-conversion franchise agreement. AAMCO will also pay additional compensation tied to the aggregate volume of converted franchisee locations. In 2011, 2010 and 2009, approximately $931,000, $1,061,000 and $1,173,000, respectively, of fees were recorded pursuant to this fee agreement.

Estimated annual amortization expense on acquired intangible assets at December 31, 2011 is as follows:

Years Ending	
2012	$ 9,244,000
2013	9,008,000
2014	8,813,000
2015	8,229,000
2016	7,889,000

Fair Value of Financial Instruments: Financial instruments include cash and cash equivalents, accounts and notes receivable, accounts payable and accrued expenses, line of credit and long-term debt. The carrying value of cash and cash equivalents, accounts and notes receivable and accounts payable and accrued expenses approximate their fair value because of their short-term nature. The carrying amount of the line of credit approximates fair value because the interest rates fluctuate with market interest rates. The carrying amount of long-term debt approximates their fair value based on the current rates available to the Company for similar instruments.

AAMCO Transmissions, Inc. and Subsidiaries

Notes to Consolidated Financial Statements

Note 2. Summary of Significant Accounting Policies (Continued)

Income Taxes: The Company files as part of a consolidated tax return and all tax amounts that are included in this financial statement were calculated as if the Company filed a separate Company tax return.

Deferred taxes are provided on a liability method whereby deferred tax assets are recognized for deductible temporary differences and operating loss carryforwards and deferred tax liabilities are recognized for taxable temporary differences. Temporary differences are the difference between the reported amounts of assets and liabilities and their tax bases. 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. Deferred tax assets and liabilities are adjusted for the effects of changes in tax laws and rates on the date of enactment. Realization of deferred tax assets is dependent on generating sufficient taxable income in the future.

The Company follows the guidance on accounting for uncertainty in income taxes, which addresses the determination of whether tax benefits claimed or expected to be claimed on a tax return should be recorded in the financial statements. Under this guidance, the Company may recognize the tax benefit from an uncertain tax position only if it is more-likely-than-not that the tax position will be sustained on examination by taxing authorities, based on the technical merits of the position. The tax benefits recognized in the financial statements from such a position are measured based on the largest benefit that has a greater than 50% likelihood of being realized upon ultimate settlement. The guidance on accounting for uncertainty in income taxes also addresses de-recognition, classification, interest and penalties on income taxes, and accounting in interim periods. With few exceptions, the Company is no longer subject to income tax examinations by the U.S. federal, state or local income tax authorities for years before 2008.

Use of Estimates: The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. The most significant estimate relates to allowances for doubtful accounts and notes receivable and the realization of deferred tax assets.

Concentration of Credit Risk: The Company is subject to credit risk through notes and other receivables. Credit risk with respect to notes and other receivables is minimized because of the large number of franchises and their geographic dispersion.

Impairment of Long-Lived Assets: The Company reviews long-lived assets, including equipment and definite lived intangible assets, for impairment whenever events or changes in business circumstances indicate that the carrying amount of the assets may not be fully recoverable. An impairment loss would be recognized when undiscounted future cash flows expected to result from the use of the assets and its eventual disposition is less than the carrying amount. Impairment, if any, is assessed using discounted cash flows. No impairments have occurred to date.

Subsequent Events: The Company has evaluated its subsequent events (events occurring after December 31, 2011) through April 11, 2012 which represents the date the financial statements were issued, and determined that there were no material subsequent events requiring adjustment to, or disclosure in, the consolidated financial statements for the year ended December 31, 2011.

Reclassifications: Certain amounts in the 2010 financial statements have been reclassified to conform to the current year presentation with no impact on net income or retained earnings.

Note 2. Summary of Significant Accounting Policies (Continued)

Recently Issued Accounting Pronouncements: In June 2011, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2011-05, which relates to the presentation of comprehensive income that eliminates the option to present components of other comprehensive income as part of the statement of changes in stockholders' equity. The amendments require that all nonowner changes in stockholders' equity be presented either in a single continuous statement of comprehensive income or in two separate but consecutive statements. The amendments do not change the items that must be reported in other comprehensive income or when an item of other comprehensive income must be reclassified to net income. This guidance is effective for fiscal years ending after December 15, 2012, and interim and annual periods thereafter. The Company is currently evaluating which presentation option it will utilize for comprehensive income in its consolidated financial statements. The adoption of this guidance will not impact the Company's financial position, results of operations or cash flows and will only impact the presentation of other comprehensive income in the financial statements.

In December 2011, the FASB issued ASU 2011-12, which amends ASU 2011-05 to reflect only those changes that relate to the presentation of reclassification adjustments. The amendments are being made to allow the FASB time to re-deliberate whether to present on the face of the financial statements the effects of the reclassifications out of accumulated other comprehensive income on the components of net income and other comprehensive income for all periods presented. While the FASB is considering the operational concerns about the presentation requirements for reclassification adjustments and the needs of financial statement users for additional information about reclassification adjustments, entities should continue to report reclassifications out of accumulated other comprehensive income consistent with the presentation requirements in effect before ASU 2011-05.

Note 3. Long-Term Debt and Line of Credit

On August 9, 2006, the Company, collectively with ADS and Cottman (collectively the "Borrowers") entered into a loan agreement (the "Loan Agreement") with certain financial institutions and institutional lenders which provided the Borrowers with an aggregate credit facility of $76,600,000 which consisted of a $5,000,000 revolving loan commitment and a $71,600,000 term loan. Contemporaneously with the execution of the Loan Agreement, the Borrowers sold $20,100,000 aggregate principal amount of Senior Secured Subordinated Notes (the "Senior Debt") and $20,092,000 aggregate principal amount of Junior Secured Subordinated Notes (the "Junior Debt") (the "Note Agreement") to certain purchasers, including American Capital Strategies ("ACAS"), a majority shareholder of ADS. The proceeds from the Loan Agreement and the Note Agreement were used to (i) refinance certain existing indebtedness including the credit facility entered into on March 8, 2006 to facilitate the acquisition of the Company's stock, as well as certain indebtedness incurred by ADS in its acquisition of Cottman in March 2004, (ii) provide for a one-time distribution to the holders of equity interests in ADS, (iii) provide for ongoing working capital needs and (iv) pay certain fees and expenses.

On December 19, 2007, the Company amended the Loan Agreement to increase the amount of the term loan commitment by $24,329,000 (the "Loan Amendment"). The proceeds from the Loan Amendment were used to (i) provide a distribution to the holders of common equity interests in the Company, (ii) provide a distribution to the holders of preferred equity interests in the Company and, (iii) pay certain fees and expenses.

AAMCO Transmissions, Inc. and Subsidiaries

Notes to Consolidated Financial Statements

Note 3. Long-Term Debt and Line of Credit (Continued)

At December 31, 2011, January 1, 2011and January 2, 2010, debt consisted of the following:

	2011	2010	2009
Subordinated notes	$ 43,643,173	$ 42,980,478	$ 42,328,941
Term loan	$ 51,650,000	$ 56,167,000	$ 66,000,000
Less: current maturities	495,750	984,000	2,086,500
	$ 51,154,250	$ 55,183,000	$ 63,913,500
Line of credit	$ 1,500,000	$ 1,057,500	$ 2,360,000

The Company, ADS and Cottman are jointly and severally liable as Borrowers under the Loan Agreement and Note Agreement and all outstanding liabilities are allocated to each Borrower in their entirety. During 2011, 2010 and 2009, the Company has been allocated certain fees and expenses (interest expense of $7,965,000 in 2011, $7,466,000 in 2010 and $8,114,000 in 2009 and amortization of deferred financing fees of $526,000 in 2011, $473,000 in 2010 and $468,000 in 2009) related to the aggregate debt between these entities.

Credit Facility: In connection with the August 9, 2006 refinancing, the Borrowers entered into the Loan Agreement and on December 19, 2007 entered into the Loan Amendment.

Term Loan: An initial aggregate amount of $71,600,000 and an additional term loan commitment amount of $24,329,000 bearing interest at either LIBOR or Base Rate plus an applicable margin based on certain tiers tied to the Borrower's senior leverage ratio as such terms are defined in the Loan Agreement and Loan Amendment (LIBOR plus 3.50%, adjusted quarterly, which was 3.90% at December 31, 2011).

Line of Credit: The Borrowers have a $5,000,000 revolving line of credit available. The Borrowers are required to pay an annual revolving loan commitment fee of 0.5% of the unused line of credit. Outstanding borrowings bear interest at Base Rate plus an applicable margin or LIBOR plus an applicable margin based on the Borrowers' senior leverage ratio as defined in the Loan Agreement and the Loan Amendment (Prime plus 2.00%, which was 5.25% at December 31, 2011). At December 31, 2011, January 1, 2011 and January 2, 2010, there were outstanding borrowings of $1,500,000, $1,057,500 and $2,360,000, respectively, under this facility.

The Loan Agreement and Loan Amendment provide that the Borrowers must comply with various covenants. The most restrictive of such covenants requires the Borrowers to maintain certain financial ratios and not to redeem outstanding shares of capital stock and not make any optional prepayment with respect to principal of the subordinated notes. In addition, the Agreement requires the Borrowers to make principal prepayments on the term note based on excess cash flow as defined in the Loan Agreement and Loan Amendment. Under the new loan agreement entered into on February 17, 2012, no excess cash flow payment will be required in 2012. Based on 2010's excess cash flow calculation, an additional principal prepayment of $925,889 was required and paid in 2011. Based on 2009's excess cash flow calculation, an additional principal payment of $2,217,390 was required and paid in 2010. The Loan Agreement and Loan Amendment allows for payment of dividends to the shareholders under certain circumstances. The Agreement provides that the loans may be accelerated due to a material adverse effect to the business.

The Loan Agreement and Loan Amendment allow for the Borrowers to make optional principal prepayments of the term loans. During 2011, 2010 and 2009, the Borrowers made optional principal prepayments of $3,591,111, $7,472,110 and $3,557,634, respectively. The term loan is collateralized by the Borrowers' capital stock and substantially all assets of the Borrowers. A lender for a portion of the term loan and a portion of the line of credit is a minority shareholder of ADS.

Note 3. Long-Term Debt and Line of Credit (Continued)

Subordinated Notes: The Borrowers issued subordinated notes to ACAS aggregating $40,192,000. Interest at 12% per annum for the Senior Debt of $20,100,000 and 13% per annum for the Junior Debt of $20,092,000 is payable monthly. Additional interest of 1% and 2%, respectively, is accrued and added to the outstanding principal of the Senior Debt and Junior Debt, respectively, on a monthly basis. Senior Debt is payable in full on December 19, 2014. Junior Debt is payable in full on December 19, 2015. In addition, the Borrowers are required to comply with various financial covenants. The subordinated notes are collateralized by a second priority lien on the Borrowers' capital stock and substantially all assets of the Borrowers.

On February 17, 2012, the Borrowers entered into a new loan agreement (the "New Loan Agreement") with certain financial institutions and institutional lenders which provided the Borrowers with an aggregate credit facility of $76,100,000 which consisted of a $10,000,000 revolving loan commitment and a $66,100,000 term loan. Contemporaneously with the execution of the New Loan Agreement, the Borrowers rolled over $35,200,000 of the Senior Debt and Junior Debt subject to the Note Agreement. The proceeds from the New Loan Agreement were used to (i) refinance certain existing indebtedness including the Company's existing Term Loan Line of Credit, Senior Debt and Junior Debt, (ii) repay a portion of the Company's existing Senior Debt and Junior Debt and (iii) pay certain fees and expenses. The revolving loan commitment and term loan bear interest at either Base Rate plus 4.50% or LIBOR plus 5.50% and mature on January 31, 2016. The term loan is due in quarterly installments of $165,250 commencing on June 30, 2012 through the maturity date, at which point all unpaid principal and interest are due.

Maturities of Long-Term Debt: As of December 31, 2011, annual maturities of the term loan and subordinated notes are as follows:

Years Ending	
2012	$ 495,750
2013	661,000
2014	21,891,202
2015	23,073,971
2016	49,171,250
	$ 95,293,173

Note 4. Related Party Transactions

The Company shares certain services with ADS and Cottman, including services rendered by related parties, and has both allocated and been allocated certain fees and expenses related to these services.

ADS has an investment banking services agreement with an affiliate of ACAS which provides for an annual management fee of $825,000 effective March 7, 2006, a portion of which is allocated to the Company. Additionally, the Company pays the lenders an annual agency fee of $100,000. In addition, the Company reimburses shareholders' expenses incurred on behalf of the Company. The investment banking services agreement remains in effect as long as ACAS has an investment in any of the ADS debt or equity securities. At December 31, 2011, January 1, 2011 and January 2, 2010, the Company's allocations of the fees due under the agreement were $1,567,500, $703,725 and $174,487, respectively.

AAMCO Transmissions, Inc. and Subsidiaries

Notes to Consolidated Financial Statements

Note 4. Related Party Transactions (Continued)

The Company has been allocated their share of these charges, which are reflected as related party fees and expenses in the accompanying statement of operations. These charges consisted of the following:

	2011	2010	2009
Management service fee	$ 783,750	$ 703,725	$ 697,950
Other management service expenses	211,145	185,325	218,419
	$ 994,895	$ 889,050	$ 916,369

As of December 31, 2011 and January 1, 2011, the Company had a payable to the AAMCO National Creative Committee ("NCC") of approximately $1,127,000 and $488,000, respectively, which is included in "accounts payable and accrued expenses" in the accompanying balance sheet. As of January 2, 2010, the Company had a non-interest bearing loan to NCC of approximately $216,000 which is included in "other assets" in the accompanying balance sheet. NCC develops and creates advertising for the Company's franchisees. NCC is composed of all AAMCO franchisees, governed by twelve franchisees and three members of the Company's management. In 2011 and 2010, collections from participating franchisees exceeded loans from AAMCO. The loans to the NCC in 2009 were repaid to the Company from the collection of charges assessed to the franchisees for advertising costs. The franchisees are currently assessed a monthly charge of $150.

In addition, AAMCO has agreed to pay certain fees to Cottman on revenues generated by converted franchisees during the remaining term of the franchisee's pre-conversion franchise agreement. AAMCO will pay additional compensation tied to the aggregate volume of converted franchisee locations. In 2011, 2010 and 2009, $931,000, $1,061,000 and $1,173,000, respectively, of fees were recorded pursuant to this fee agreement.

Certain Company employees participate in an ADS stock option plan. During 2011, 2010 and 2009, the Company was allocated $65,000, $99,000 and $(157,000), respectively, of compensation expense for its share of ADS's stock compensation plan.

Note 5. Commitments and Contingencies

Leasing Arrangements: The Company leases certain real property, equipment and automobiles under operating leases expiring through 2016. Future minimum lease payments for the ensuing fiscal years are as follows:

Years Ending	
2012	$ 82,000
2013	18,000
2014	13,000
2015	14,000
2016	10,000

In addition, the Company shares certain office space and equipment under ADS and Cottman leasing arrangements and the Company has been allocated $563,000, $557,000, and $553,000 in rent expense related to these leasing arrangements in 2011, 2010 and 2009, respectively. The Company incurred rent expense of $888,000 in 2011, $861,000 in 2010 and $863,000 in 2009 relating to all leasing arrangements.

AAMCO Transmissions, Inc. and Subsidiaries

Notes to Consolidated Financial Statements

Note 5. Commitments and Contingencies (Continued)

401(k) Plan: The Company has a 401(k) retirement plan (the "Plan") covering substantially all employees. The Plan provides for a discretionary employer matching contribution. Matching contribution expense amounted to approximately $-0- in 2011, $2,000 in 2010 and $11,000 in 2009.

Litigation and Contingencies: The Company is a defendant in various legal matters and other claims arising in the normal course of business. In the opinion of management, the ultimate disposition of such matters (to the extent not provided for by insurance or otherwise) will not have a material adverse effect upon the Company's financial position, results of operations and cash flows.

Note 6. Shareholder's Equity

Common Stock and Redeemable Preferred Stock: Contemporaneously with the March 7, 2006 acquisition of AAMCO, ADS issued 484,800 shares of redeemable preferred stock and 155,735 shares of common stock, $0.001 par value for net collective proceeds of $58,476,000. In accordance with push down accounting, these proceeds have been reflected as additional paid-in capital.

Note 7. Income Taxes

The income tax benefit for 2011, 2010 and 2009 consisted of the following:

	2011	2010	2009
Current income tax expense	$ -	$ -	$ -
Deferred tax benefit	(21,000)	4,000	227,000
Income tax benefit	$ (21,000)	$ 4,000	$ 227,000

The Company recorded no current federal income tax expense in 2011, 2010 and 2009 due to utilization of net operating loss carryforwards or incurring net operating losses.

The net deferred tax asset, which is included in "other assets" in the accompanying balance sheet, at December 31, 2011, January 1, 2011 and January 2, 2010, consisted of:

	2011	2010	2009
Deferred tax asset	$ 3,070,000	$ 3,091,000	$ 3,087,000
Deferred tax liability	-	-	-
Net deferred tax asset	$ 3,070,000	$ 3,091,000	$ 3,087,000

The tax effect of major temporary differences that gave rise to the Company's net deferred tax asset are as follows:

	2011	2010	2009
Net operating loss carryforward	$ -	$ -	$ -
Amortization – intangible asset	3,160,000	3,600,000	2,877,000
Depreciation and other	(90,000)	(509,000)	210,000
	$ 3,070,000	$ 3,091,000	$ 3,087,000

At December 31, 2011, the Company has no net federal operating loss carryforwards available.

ITEM 23
RECEIPT (YOUR COPY)

This Uniform Franchise Disclosure Document ("UFDD") summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this UFDD and all agreements carefully.

If AAMCO Transmissions, Inc. offers you a franchise, AAMCO Transmissions, Inc. must provide this UFDD to you 14 calendar-days (or such earlier date as required by applicable state law - see State Addenda) before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise or area development sale.

New York, and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

Michigan, Oregon, Washington, and Wisconsin require that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If AAMCO Transmissions, Inc. does not deliver this UFDD on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington D.C., 20580 and to the applicable state agency at any of their offices. See Exhibit A.

The name, principal business address, and telephone number of each franchise seller offering the franchise:

Franchisor:	**Franchise Seller(s):**
201 Gibraltar Road **Horsham, PA 19044** **Telephone: (610) 668-2900** **Fax: (215) 956-0340** **www.aamcotransmissions.com**	**Name of Individual(s) negotiating on behalf of Franchisor:** _____ **Franchise Development Manager** **AAMCO Transmissions, Inc., 201 Gibraltar Road, Horsham, PA 19044, Telephone: (610) 668-2900, Fax: (610) 471-0442, www.aamcotransmissions.com, franchise@aamco.com** _____ **Franchise Broker (if any)** _____ _____ _____

If an additional broker or other franchise seller is involved in a particular transaction, their name, principal business address and telephone number shall be inserted above. If the information is left blank, then there is no additional franchise seller involved in the transaction with the prospective franchisee who signs the receipt.

Issuance Date: **May 01, 2012.** See Exhibit B - State Addendum for state effective dates.

We authorize the persons or entities listed on Exhibit E to receive service of process for us.

050112

This FDD includes the following exhibits:

"A" Franchise Documents

Exhibit A-1	Franchise Agreement
Exhibit A-2	Franchise Agreement - EDAC (for dealers in system prior to 10/01/06)
Exhibit A-3	Lease Rider
Exhibit A-4	Advertising Commitment Letter
Exhibit A-5	Advertising Pool Installment Note
Exhibit A-6	Sample Advertising Pool Agreement
Exhibit A-7	Electronic Funds Transfer (EFT)

Additional Franchise Documents

Exhibit A-8	Amendment to Add a Corporation
Exhibit A-9	Termination of Franchise Agreement and General Release
Exhibit A-10	DAC Phone Redirect Agreement
Exhibit A-11	DirecTech PRO™ current Terms and Conditions
Exhibit A-12	Focus Gold™ current Terms and Conditions

"B" State Addenda
"C" State Amendments to Franchise Agreement
"D" State Administrators
"E" Agents for Service of Process
"F" List of State and Local Laws
"G" List of Franchise Outlets
"H" List of Terminated Outlets
"I" Financial Statements
"J" Receipts

I received this UFDD on the following date _____/_____/_____

YOUR SIGNATURE: _____ DATED: _____

PRINT NAME: _____

RETAIN THIS COPY FOR YOUR RECORDS

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Exhibit J

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I received this UFDD on the following date ____/____/_____

YOUR SIGNATURE: _____ DATED: _____

PRINT NAME: _____

RETURN THIS COPY TO US -- YOU MAIL THE EXECUTED ORIGINAL TO US AT THE ABOVE ADDRESS; FAX US A SIGNED COPY OF THIS RECEIPT TO THE FAX NUMBER SHOWN ABOVE; OR PDF THE SIGNED COPY AS AN ATTACHMENT TO AN E-MAIL DIRECTED TO FRANCHISE@AAMCO.COM