

Timothy Montileone, et al.

-vs-

AAMCO Transmissions, Inc., et al.

Complaint

EXHIBIT 11

AMENDMENT OF FRANCHISE AGREEMENT

WHEREAS, a Franchise Agreement was entered into on November 15, 2002 by and between AAMCO Transmissions, Inc., Franchisor, and Clayton Thygerson, Franchisee ("Franchise Agreement"), for a center located at 2871 North Avenue, Grand Junction, Colorado 81501.

WHEREAS, Franchisee desires to have added as an additional franchisee under the Franchise Agreement, CLT & H, Inc., a Corporation of the State of Colorado, hereinafter Corp;

WHEREAS, the Franchise Agreement provides that a Corp. 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, the Installment Sale Contract, AAMCO DirecTech User License Agreement and AAMCO FOCUS User License Agreement (collectively "related Franchise Documents") are amended as follows:

- 1. Corp. is newly organized and its activities are confined exclusively to acting as an AAMCO Franchisee under the Franchise Agreement.
- 2. Franchisee is the Managing Member of the Corp.
- 3. Franchisee is not relieved of any personal obligations under the Franchise Agreement and related Franchise Documents.
- 4. The Corp. and all the members 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. Franchisee further agrees that the addition of Corp. 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.
- 6. This Amendment is not effective until accepted by AAMCO.

IN WITNESS WHEREOF, we have set our hands and seals 22<sup>nd</sup> day of June, 2007.

Heidi Thygerson  
Witness

 (Seal)  
Franchisee - Clayton Thygerson