

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 his attempt to cure any default.

3. 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.

4. 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.

5. 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.

B. Effect of and Procedures after Termination.

1. 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:

a. promptly pay AAMCO all amounts due and owing under this Agreement;

b. 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;

c. 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 honor all customer complaints made within the applicable warranty period arising from work performed at the Center;

d. 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

e. 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).

2. 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:

a. 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;

b. 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;

c. "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.

3. 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.

4. 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.

5. Termination 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.

6. 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.

XX. 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:

1. 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.

2. 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:

a. 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

b. within the territorial boundaries of the United States, Canada, 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.

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

a. "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

b. "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.

4. 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.

5. 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.

XXI. 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.

XXII. SUCCESSOR 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.

XXIII. 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.

XXIV. RISK OF OPERATIONS Franchisee acknowledges that there are uncertainties inherent in all business ventures. Franchisee acknowledges that he 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.

XXV. 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.

XXVI. JURISDICTION, VENUE AND CONTROLLING LAW 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.

B. 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.

C. 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.

XXVII. 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.

XXVIII. MEDIATION AND ARBITRATION 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.

2. 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 his or 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.

XXIX. 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.

ATTEST:

AAMCO Transmissions, Inc.

BY: _____ (Seal)
Todd P. Leff, President

Witness:

Franchisee:

_____ (Seal)

Witness:

Franchisee:

_____ (Seal)

Witness:

Franchisee:

_____ (Seal)

Lease Rider

This Rider is attached to and is part of the lease between

_ (Lessor) and

(Lessee) dated _____ for the premises located

("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 of its option to assume the obligations of and to replace Lessee as the lessee under this Lease as provided in the Franchise Agreement within thirty (30) days after termination or rescission of 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 is hereby authorized and directed to rely solely upon written notice by AAMCO of the termination or rescission of the Franchise Agreement and exercise by AAMCO of its option

to become the lessee under this lease and is hereby relieved of any and all liability to Lessee for any action it takes in so relying.

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.

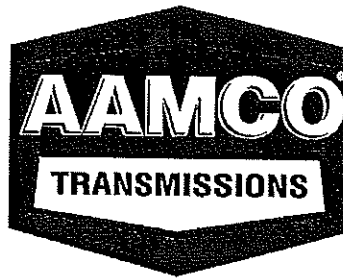
By: _____
Todd P. Leff, President

Lessor:

Lessee:

Lessee:

TELEPHONE NUMBER USE AGREEMENT



Date _____

I acknowledge that the telephone numbers listed below (and any others that may be subsequently published for my AAMCO Center) are the property of AAMCO Transmissions, Inc. ("ATI") or its designee, American Driveline Communications Corp. I also acknowledge that such numbers are assigned for use at my AAMCO Center located at

_____, during the term of my AAMCO Franchise Agreement:

_____ and any published telephone number under the "AAMCO" name or trademark.

I acknowledge that such telephone numbers published for my AAMCO Center will appear under AAMCO's trade name or trademark in directory listings, advertising and yellow pages advertising. I further acknowledge that ATI or its designee may transfer, suspend or remove such telephone numbers in the event of (a) termination, rejection, expiration or rescission of my AAMCO Franchise Agreement, or (b) an uncured breach of any of the following sections of my AAMCO Franchise Agreement: Section 8(a); 8(b); 8(i); 8(j); 8(l) or 8(o), or a breach of AAMCO's Credit policy as established by AAMCO.

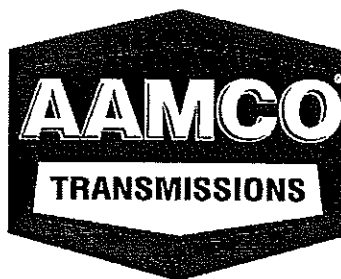
I acknowledge that I may not make any service order changes to these numbers including, but not limited to change of authorized parties, change of local providers, and termination or transfer of such telephones, and that any such attempted changes to the account shall be null and void.

Franchisee -

Franchisee -

American Driveline Communications Corp.

By: _____



Date _____

I acknowledge that the telephone numbers listed below (and any others that may be subsequently published for my AAMCO Center) are the property of AAMCO Transmissions, Inc. ("ATI") or its designee, American Driveline Communications Corp. I also acknowledge that such numbers are assigned for use at my AAMCO Center located at

_____, during the term of my AAMCO Franchise Agreement:

_____ and any published telephone number under the "AAMCO" name or trademark.

I acknowledge that such telephone numbers published for my AAMCO Center will appear under AAMCO's trade name or trademark in directory listings, advertising and yellow pages advertising. I further acknowledge that ATI or its designee may transfer, suspend or remove such telephone numbers in the event of termination, rejection, expiration or rescission of my AAMCO Franchise Agreement.

I acknowledge that I may not make any service order changes to these numbers including, but not limited to change of authorized parties, change of local providers, and termination or transfer of such telephones, and that any such attempted changes to the account shall be null and void.

Franchisee –

Franchisee –

American Driveline Communications Corp.

By: _____

DEALERS AD POOL COMMITMENT LETTER FORM

EXHIBIT A-6

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

Gentlemen:

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.

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

Ad 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.

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.

Witness

Franchisee – (Seal)

**SAMPLE
ADVERTISING POOL AGREEMENT**

This Agreement is made this _____ day of 200____, 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.

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.

MEMBERS: _____ AAMCO DEALERS ASSOCIATION

Date:

Date:

Date:

Date:

Date:

Date:

Date:

Date:

Date:

Date:

AAMCO FOCUS GOLD USER LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement") is entered into as of the Effective Date (as defined on the signature page hereto) by and between AAMCO TRANSMISSIONS, INC. ("ATI"), and:

Franchisee: _____

Center #/City & State: _____

WHEREAS, Franchisee desires delivery of an AAMCO FOCUS GOLD System (the "System") consisting of textual works and computer programs recorded on one or more CD-ROM discs. The System will, among other things, permit Franchisee to print repair orders, calculate, print and transmit weekly business reports, market to customers and prepare reports analyzing the operation of his business under the conditions set forth in this Agreement.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

which are the obligation of Franchisee. The Maintenance and Support Subscription Fees may be changed annually, but will not change by more than 10% in any 2 year period.

USER PRICE SCHEDULE (US\$)

License Fee Base Price.....	\$2,499.00
License Fee for Competitive Upgrade.	\$ 0.00
* Annual Subscription Support and Maintenance Fee	\$ 719.95

Franchisee agrees that he will continue to mail ATI the weekly business report data until instructed otherwise.

6. Maintenance of Equipment and Software. Franchisee, and not ATI, shall bear sole responsibility to obtain, maintain and operate, or cause to be obtained, maintain and operated at its own expense, all equipment and non-AAMCO software that may be used in conjunction with the System.

7. Confidentiality. Franchisee acknowledges that the System comprises information which constitutes a trade secret of ATI in which ATI has a proprietary interest. Franchisee therefore agrees that no portion of the information constituting the System may be disclosed to others, copied, reproduced, compiled or used for any purpose or purposes other than as specifically contemplated by this Agreement in paragraph 2 above. Franchisee shall exercise its best efforts to protect the System and to prevent its dissemination to unauthorized persons. Furthermore, Franchisee shall not assign, pledge, sublicense or permit any other use of the System except in connection with an approved AAMCO Center resale.

8. AAMCO System Modification. For all presently foreseeable future updates and enhancements, the System will operate effectively on a Pentium 166 MHz or better PC with 32MB or more memory. However, ATI 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 System and its use, without prior notice.

1. Term. The term of this Agreement shall commence upon the Effective Date and shall remain in full force and effect indefinitely unless terminated in accordance with this Agreement. Termination of this Agreement shall not terminate Franchisee's obligations under the provisions of this Agreement.

2. License. Subject to the terms and conditions of this Agreement, ATI grants to Franchisee a nonexclusive and nontransferable license to use the System. ATI shall retain title at all times to the System, and Franchisee shall have no rights therein except to use the System as set forth herein. The System may be used solely (i) by Franchisee, (ii) for the operation of his AAMCO center (iii) at the location listed above.

3. Sole User. Franchisee may not sell, market or in any other manner distribute System to any third party, or to any location, except in connection with an approved AAMCO Center Resale.

4. Updates. ATI may update the content of the System data ("Data Updates") from time to time during each year and may also release major base system enhancements. Franchisee shall not be charged any amount for the Data Updates or major base system enhancements over and above the Maintenance and Support Subscription Fee.

5. Price and Payment Terms. In consideration of the license granted herein, Franchisee shall pay to ATI the License Fee and the annual Maintenance and Support Subscription Fee set forth on the User Price Schedule below. The prices do not include shipping, sales, use, excise, or other similar taxes, all of

9. Warranty. THE SYSTEM IS DELIVERED "AS IS" AND ATI MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SYSTEM OR THE DATA UPDATES, THE COMPUTER PROGRAM ALLOWING USE OF THE SYSTEM, OR ANY SERVICES PERFORMED BY ANY THIRD PARTY. Franchisee acknowledges and agrees that (i) ATI is not the manufacturer or vendor of any automotive repair parts referenced in the System, and that it makes no representations or warranties with respect to the quality or availability of such parts or the accuracy of the prices of such parts. ATI is not responsible for obsolescence of the System and Data Updates, and further is not responsible for suspended, outdated or uncorrected versions of the System and Data Updates.

10. Limitation of Liability. Franchisee agrees that ATI shall not be liable to Franchisee for any direct, indirect, special, incidental or consequential damages, including but not limited to loss of data or anticipated profits, in connection with or arising out of the use of the System and Data Updates. Franchisee's sole remedy upon breach of this Agreement by ATI shall be termination of the Agreement and refund of unearned portions of the License Fee. Franchisee agrees to indemnify ATI and hold it harmless against all claims and damages, including without limitation, reasonable attorney's fees arising out of Franchisee's use of the System and the Data Updates, unless such claims or damages result from, or unless Franchisee's authorized use of the System has given rise to, claims or damages based on the infringement of any copyright or other proprietary right of any third party.

11. Termination. Immediately upon the termination of this Agreement or the Franchise Agreement, Franchisee shall cease using the System, shall return the System, Data Updates, and all ATI documents and information pertaining thereto, and shall certify to ATI in writing that the System and all ATI documents and information pertaining thereto have been returned. The following actions shall constitute a breach of the Agreement and shall allow ATI to terminate the Agreement: any use or dissemination of the System or Data Updates which is not expressly permitted herein; dissolution or discontinuance of business operations of Franchisee; or failure to make timely payment to ATI of the required fees. Upon termination of this Agreement by ATI for any such cause, Franchisee shall not be entitled to any refund of the License Fee.

12. General Provisions.

12.1 Entire Agreement. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof and supersedes all prior discussions between them.

12.2 Attorneys' Fees. If any action or proceeding is brought in connection with this agreement, the prevailing party shall be entitled to its attorneys' fees and other costs and expenses incurred in such action or proceeding, including any appeals or petitions therefor.

12.3 Assignment. Except in connection with an approved AAMCO Center Resale, Franchisee may not assign its rights or delegate its duties hereunder. In the event of such Resale, so long as the outgoing Franchisee is current in his annual Support and Maintenance Subscription, the incoming Franchisee shall merely execute a new license agreement and pay the 1st year maintenance subscription fee. He shall not be required to pay any new License Fee. Any other attempted conveyance shall be void and shall constitute a default, entitling ATI to terminate this Agreement. ATI may freely assign its rights without securing Franchisee's permission to do so.

12.4 ARBITRATION. 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. Arbitration shall be conducted in Philadelphia, Pennsylvania, unless otherwise agreed to by the parties. A judgment upon the award may be entered in any Court having jurisdiction thereof.

12.5 Choice of Law and Forum. This Agreement has been entered into under the laws of the Commonwealth of Pennsylvania, the parties hereto agree that it shall be interpreted, and all disputes arising hereunder shall be resolved, in accordance with its laws, and consent to jurisdiction in its courts.

12.6 Waiver. Failure of either party hereto to enforce at any time any term of this Agreement shall not be a waiver of that party's right thereafter to enforce each and every term of this Agreement.

AAMCO DirecTech® USER LICENSE AGREEMENT

EXHIBIT A-10

AAMCO DirecTech® USER LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement") is entered into as of the Effective Date (as defined on the signature page hereto) by and between AAMCO TRANSMISSIONS, INC. ("ATI"), and:

Franchisee:_____

Center #:_____

Address:_____

City/State/Zip:_____

WHEREAS, Franchisee desires delivery of an AAMCO DirecTech® System (the "System") consisting of textual works and computer programs recorded on one DVD. The System will permit Franchisee access to service and repair procedures, specifications, schematics and illustrations for the repair of automotive transmissions under the conditions set forth in this Agreement.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Term. The term of this Agreement shall commence upon the effective date and shall remain in full force and effect indefinitely unless terminated in accordance with this Agreement. Termination of this Agreement shall not terminate Franchisee's obligations under the provisions of this Agreement.

2. License. Subject to the terms and conditions of this Agreement, ATI grants to Franchisee a nonexclusive and nontransferable license to use the System to access mechanical service and repair for mechanical repairs. ATI, and its vendor, Mitchell Repair Information Company, LLC ("MRIC") shall retain title at all times to the System, and Franchisee shall have no rights therein except to use the System as set forth herein. The System may be used solely (i) by Franchisee, (ii) for the purpose of accessing mechanical service and repair data on the System (iii) at the location listed above.

3. Sole User: Franchisee may not sell, market or in any other manner distribute to any third party, or to any location, the System or any information contained in or derived from the System except in connection with an approved AAMCO Center resale; provided, however, the purchaser of such resale shall be required to pay in full the Annual Support Fee in order for such transfer of the System to be effective. Franchisee may not download the System, in whole or in part, to another computer, or transmit the System, in whole or in part, electronically to another computer or terminal, without written authorization from ATI.

4. Updates. ATI intends to update all AAMCO content and portions of the MRIC content of the System data ("Data Updates") annually, based upon the reasonable availability of MRIC data. Unless Franchisee declines an Update in writing within 30 days of notice of Data Update Release, ATI will automatically ship each Data Update to Franchisee and bill the Update Fee to his Parts Account. Should Franchisee seek to update the System after missing any Data Update, Franchisee will pay the full price for the most recent update plus 50% of the price for the first missed update and 25% of the price of previous sequentially missed updates. Upon receipt of replacement DVD, Franchisee agrees to return all previous discs, or, upon request, destroy them.

5. Price and Payment Terms. In consideration of the license granted herein, Franchisee shall pay to ATI the License Fee, Annual Support Fee and Data

Update Price set forth on the User Price Schedule below. The prices do not include sales, use, excise, or other similar taxes, all of which are the obligation of Franchisee.

The Annual Support Fee and the Data Update Price are subject to a change by up to 15% annually. Major base system enhancements may be priced separately.

USER PRICE SCHEDULE:

Payment Options

Select One

- 1: One Payment - License and Annual Fees ☐
* License Fee Base Price.....\$1,695.00
(includes 1st year Annual Support)
* Annual Support Fee.....\$98.00
* Annual Data Update\$177.00

- 2: Monthly Payments - \$142/month for 1 year ☐

* Plus Annual Support Fee \$98 and Annual Data Update Fee \$177 in years 2 and 3

- 3: Monthly Payments - \$63/month for 3 years ☐
* Includes License Fee and two years Annual Fee and Annual Data Update Fee

Note: Options 2 and 3 are subject to credit approval; option 1 applies if none is checked.

6. Maintenance of Equipment and Software. Franchisee, and not ATI or MRIC, shall bear 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 System.

THE UNDERSIGNED AGREE TO THE TERMS AND CONDITIONS SET FORTH HERE AND ON THE REVERSE OF THIS PAGE. IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates indicated below.

Accepted by: AAMCO Transmissions, Inc.

Franchisee Signature: _____

Franchisee Signature: _____

By: _____

Franchisee Signature: _____ Title: _____ Date: _____

Printed Name: _____ Date: _____

7. Confidentiality. Franchisee acknowledges that the System comprises information which constitutes a trade secret of ATI and MRIC in which ATI and MRIC has a proprietary interest. Franchisee therefore agrees that no portion of the information constituting the System may be disclosed to others, copied, reproduced, compiled or used for any purpose or purposes other than as specifically contemplated by this Agreement in paragraph "2" above. Franchisee shall exercise its best efforts to protect the System and to prevent its dissemination to

unauthorized persons. Furthermore, Franchisee shall not assign, pledge, sublicense or permit any other use of the System without obtaining the prior written consent of ATI which consent may be withheld at the sole discretion of ATI. Franchisee shall immediately return to ATI all System discs and other information together with all copies and derivatives thereof immediately upon the termination of this Agreement.

8. AAMCO System Modification. For all presently foreseeable

future updates and enhancements, the System will operate effectively on a Pentium 233 MHz computer. However, ATI 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 System and its use, without prior notice.

9. Warranty. THE SYSTEM IS DELIVERED "AS IS" AND NEITHER ATI NOR MRIC MAKE ANY REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SYSTEM OR THE DATA UPDATES, THE COMPUTER PROGRAM ALLOWING USE OF THE SYSTEM, OR ANY SERVICES PERFORMED BY ANY THIRD PARTY. Franchisee acknowledges and agrees that (i) ATI is not the manufacturer of any automotive repair parts referenced in the System, (ii) ATI hereby makes no representations or warranties with respect to the quality or availability of such parts or the accuracy of the prices of such parts and (iii) if Franchisee utilizes any non-ATI-supplied interface program to interface with the System, Franchisee shall look solely to the vendor of such interface program with respect to any losses or damages caused by such interface program. Neither ATI nor MRIC is responsible for obsolescence of the System and Data Updates and neither is responsible for suspended, outdated or uncorrected versions of the System and Data Updates.

10. Limitation of Liability. Franchisee agrees that neither ATI nor MRIC shall 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 System and Data Updates.

Franchisee's sole remedy upon breach of this Agreement by ATI shall be termination of the Agreement and refund of unearned portions of the License Fee. Franchisee agrees to indemnify ATI and MRIC and hold them harmless against all claims and damages, including without limitation, reasonable attorney's fees arising out of Franchisee's use of the System and the Data Updates, unless such claims or damages result from, or unless Franchisee's authorized use of the System has given rise to, claims or damages based on the infringement of any copyright or other proprietary right of any third party.

11. Termination. Immediately upon the effective date of termination of this Agreement or the Franchise Agreement, Franchisee shall cease using the System, shall return the System, Data Updates, and all ATI documents and information pertaining thereto, and shall certify to ATI in writing that the System and all ATI documents and information pertaining thereto have been returned. The following actions shall constitute a breach of the Agreement and shall allow ATI to terminate the Agreement: any use or dissemination of the System or Data Updates which is not expressly permitted herein; the appointment of a receiver to take possession of Franchisee's assets or the institution of liquidation or bankruptcy by or against Franchisee; dissolution or discontinuance of business operations of Franchisee; or failure to make timely payment to ATI of the License Fee. Upon termination of this Agreement by ATI for any such cause, Franchisee shall not be entitled to any refund of the License Fee.

12. General Provisions.

12.1 Entire Agreement. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof and supersedes all prior discussions between them.

12.2 Attorneys' Fees. If any action or proceeding is brought in connection with this agreement, the prevailing party shall be entitled to its attorneys' fees and other costs and expenses incurred in such action or proceeding, including any appeals or petitions therefor.

12.3 Assignment. Except in connection with an approved AAMCO Center resale, Franchisee may not assign its rights or delegate its duties hereunder without first securing written permission to do so from ATI, which permission may be withheld at the sole discretion of ATI. Any such attempted conveyance shall be void and shall constitute a default entitling ATI to terminate this Agreement. ATI may freely assign its rights without securing Franchisee's permission to do so.

12.4 ARBITRATION. 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. Arbitration shall be conducted in Philadelphia, Pennsylvania, unless otherwise agreed to by the parties. A judgment upon the award may be entered in any Court having jurisdiction thereof.

12.5 Choice of Law and Forum. This Agreement has been entered into under the laws of the Commonwealth of Pennsylvania, the parties hereto agree that it shall be interpreted, and all disputes arising hereunder shall be resolved, in accordance with its laws, and consent to jurisdiction in its courts.

12.6 Waiver. Failure of either party hereto to enforce at any time any term of this Agreement shall not be a waiver of that party's right thereafter to enforce each and every term of this Agreement.

**AMENDMENT OF FRANCHISE AGREEMENT
TO ADD A CORPORATION**

WHEREAS, a Franchise Agreement was entered into on _____, by and between AAMCO Transmissions, Inc., Franchisor, and _____, Franchisee ("Franchise Agreement"), for a center located at _____.

WHEREAS, Franchisee desires to have added as an additional franchisee under the Franchise Agreement, _____, a corporation of the State of _____, 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, the Installment Sale Contract, AAMCO DirecTech User License Agreement and AAMCO FOCUS User License Agreement (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 _____ between AAMCO Transmissions, Inc. and _____."
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 _____, 200__.

Witness

Franchisee –

(Seal)

Franchisee –

_(Seal)

ACCEPTANCE BY CORPORATION

_____, a Corporation of the State of _____, does hereby agree to be added as an additional Franchisee to the Franchise Agreement and related Franchise Documents between _____ 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.

By: _____
(Seal)

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 _____, between it and _____, adding _____ as an additional Franchisee thereunder.

DATE _____

ATTEST:

AAMCO Transmissions, Inc.

By:

TERMINATION OF FRANCHISE AGREEMENT

WHEREAS, a Franchise Agreement was entered into between Franchisee, _____
_____, and Franchisor, AAMCO Transmissions, Inc., dated _____
_____, for the operation of an AAMCO Transmissions center located at _____
_____; 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 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 _____, 200____.

ATTEST:

AAMCO TRANSMISSIONS, INC.

By:

Assistant Secretary

Witness

Franchisee –

Witness

Franchisee –

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 _____ ("Franchisee"), dated ____, for the operation of an AAMCO center located at _____.
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 statute 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.

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 _____, 200__.

_____	_____ (Seal)
Witness	Franchisee –
_____	_____ (Seal)
Witness	Franchisee –

EXHIBIT C
AAMCO TRANSMISSIONS, INC.
STATE ADDENDUM

**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 below:

State	Effective Date
California	August 30, 2007
Hawaii	
Illinois	August 14, 2007
Indiana	Self-executing
Maryland	
Michigan	October 2, 2007
Minnesota	
New York	Self-executing
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	
Wisconsin	

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.

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.

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.

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

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.).

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

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.

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.

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.

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.).

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.

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 D

**ADDENDUM 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:

AAMCO TRANSMISSIONS, INC.

By: _____

Witness

Franchisee

ADDENDUM 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.

Date 20

Attest:

AAMCO TRANSMISSIONS, INC.

By: _____

Witness

Franchisee

**ADDENDUM 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.

Date

AAMCO TRANSMISSIONS, INC.

Attest:

By:_____

Witness

Franchisee

ADDENDUM 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:

AAMCO TRANSMISSIONS, INC.

By: _____

Witness

Franchisee

**ADDENDUM 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 E
STATE ADMINISTRATORS

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

Minnesota

Minnesota Department of Commerce
Franchise Section
85 7th Place East
St. Paul, Minnesota 55101-2198
(651) 296-6328

South Dakota

Division of Securities
Department of Revenue and Regulation
445 E. Capitol Avenue
Pierre, South Dakota 57501-3185
(605) 773-4823

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

Virginia

State Corporation Commission
Division of Securities and Retail Franchising
1300 East Main Street, 9th floor
Richmond, Virginia 23219
(804) 371-9051

North Dakota

North Dakota Securities Department
State of North Dakota
600 East Boulevard Avenue, Fifth Floor
Bismarck, North Dakota 58505-0510
(701) 328-4712

Washington

Department of Financial Institutions
Securities Division
P.O. Box 9033
Olympia, Washington 98507-9033
(360) 902-8738

Oregon

Department of Consumer and Business Services
Division of Finance and Corporate Securities
Labor and Industries Building
Salem, Oregon 97310
(503) 378-4140

Wisconsin

Division of Securities
Department of Financial Institutions
Wisconsin Commissioner of Securities
P.O. Box 1768
Madison, Wisconsin 53701-1768
(608) 266-8559

Rhode Island

Division of Securities
State of Rhode Island
Suite 232
233 Richmond Street
Providence, Rhode Island 02903
(401) 222-3048

Exhibit F
AGENTS FOR SERVICE OF PROCESS

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 G

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 H

LIST OF FRANCHISE OUTLETS

Name	City	State	Address	Zip Code	Telephone
KEN & MELODY SCHAUERT	ANCHORAGE	AK	4510 GAMBELL STREET	99503	907/561-8842
JAMES H KIRKLAND	ANNISTON	AL	1109 S QUINTARD AVE	36201	256/238-1148
LYAN BOURKE THOMAS	BIRMINGHAM	AL	2610 6TH AVE S	35233	205/322-2483
GERD R ANDERSON	BIRMINGHAM	AL	1251 CENTERPOINT PKWY	35215	205/853-9095
TERRY/TIMOTHY KENNAMORE	FLORENCE	AL	119 S SEMINARY ST	35630	256/766-4244
CARL P/LARRY W HERRON	HUNTSVILLE	AL	2519 MEMORIAL PARKWAY - S	35801	256/539-5458
ROBERT D BEWLEY	IRONDALE	AL	1730 CRESTWOOD BOULEVARD	35210	205/956-5440
JAMES L BRADY/JACK N	MONTGOMERY	AL	110 EASTDALE ROAD S	36117	334/277-8500
JOHN W CRAMER	MONTROSE	AL	23801 HWY 98 PO BOX 309	36559	251/928-1154
STEVE L WILLIAMS/CHARLES	OPELIKA	AL	411 26TH STREET	36803	334/745-6363
CYNTHIA CAMPBELL	TUSCALOOSA	AL	3017 MC FARLAND BLVD E	35401	205/556-8411
ROBERT D BEWLEY	VESTAVIA HILLS	AL	1452 MONTGOMERY HIGHWAY	35216	205/822-1180
WAYMON L HENRY	FAYETTEVILLE	AR	3270 N COLLEGE AVE	72703	479/443-5668
STEPHEN HOTZ	FORT SMITH	AR	1101 WHEELER AVENUE	72901	479/242-2700
J COOPER BASS	N LITTLE ROCK	AR	4901 WARDEN RD	72116	501/758-8400
STEPHEN HOTZ	SPRINGDALE	AR	3801 KELLEY AVENUE	72762	479/750-0080
WAYNE MARTELLA	APACHE JUNCTION	AZ	1302 W. APACHE TRAIL	85220	480/982-6099
WAYNE MARTELLA	CHANDLER	AZ	95 N. DOBSON ST, BLDG C	85224	480/857-2776
NICOLE & BRYAN FOSTER	FLAGSTAFF	AZ	799 W ROUTE 66	86001	928/226-8206
JOHN P LINDSAY	GILBERT	AZ	875 N. MC QUEEN ROAD	85233	480/892-5855
SCOTT DREGNE	GLENDALE	AZ	6033 W. BELL ROAD, STE. R	85308	623/937-8001
KURT LARSON	GLENDALE	AZ	7105 N 51ST AVE SUITE 3	85301	623/931-3900
WAYNE MARTELLA	EAST MESA	AZ	6322 SUPERSTITION SPRINGS BLVD	85206	480/834-4131
JOHN P LINDSAY	MESA	AZ	5026 E MAIN ST	85205	480/830-1110
WAYNE MARTELLA	MESA	AZ	63 E. McKELLIPS ROAD #115	85201	480/962-4177
WAYNE MARTELLA	MESA	AZ	868 S. COUNTRY CLUB DRIVE	85210	480/464-5503
RONALD J STAFFORD	PHOENIX	AZ	8825 N BLACK CANYON HWY	85021	602/997-6289
STEVEN R BECHT	PHOENIX	AZ	12036 CAVE CREEK ROAD	85020	602/944-2246
STEFAN P/VESSELINA DIKOV	PHOENIX	AZ	322 W VAN BUREN	85003	602/254-7154
PHILIP RAHALL	PHOENIX	AZ	6858 W INDIAN SCHOOL ROAD	85033	623/848-9555
RAFAEL CARRILLO	PHOENIX	AZ	1636 N. 43RD AVE	85035	602/840-3310
JOHN P LINDSAY, SR/JR	PRESCOTT VALLEY	AZ	6871 E FIRST STREET	86314	928/759-5588
MICHAEL ANDREWS	SCOTTSDALE	AZ	8225 E BUTHERUS DRIVE	85260	480/483-7575
JOHN P LINDSAY, SR	SCOTTSDALE	AZ	2727 N. SCOTTSDALE ROAD	85257	480/941-3063
JAMES & MICHAEL ANDREWS	SURPRISE	AZ	17138 N 134TH DR, STE 104	85374	623/556-2656
W JOHNSON/JOHN LINDSAY	TEMPE	AZ	211 W SOUTHERN AVENUE	85282	480/966-9946
FRANK L HARNIST JR	TUCSON	AZ	1430 N ORACLE RD	85705	520/624-0471
LUIS ORTIZ	TUCSON	AZ	333 WEST VALANCIA ROAD	85706	520/807-2922
LUIS ORTIZ	TUCSON	AZ	3674 W INA ROAD	85741	520/572-8599
LUIS ORTIZ	TUCSON	AZ	7120 E GOLF LINDS RD	85730	520/745-5000
JEFF MAURER	TUCSON	AZ	4614 E. BROADWAY BLVD	85711	520/326-9595
WILLIAM FINDER	YUMA	AZ	1699 1ST AVE	85364	928/782-9849
STEVE D NGO	ALHAMBRA	CA	1420 W VALLEY BLVD	91803	626/289-3821
JEFFREY BRAMAN/JOHN LUNA	ANAHEIM	CA	519 S. BROOKHURST STREET	92804	714/635-0860
HELEN JOHNSTON	ANTIOCH	CA	2201 WEST 10TH STREET	94509	925/978-0659
HARMINDER PAL SINGH UPPAL	AUBURN	CA	357 NEVADA STREET-SUITE A	95603	530/823-7746
JOHN W WHITE	BAKERSFIELD	CA	6601 WHITE LN	93309	661/398-0400
TERRY & MATTHEW GRIFFITH	CAMPBELL	CA	3373 S. WINCHESTER BLVD	95008	408/866-2424
C AMADOR/ANDREW REAM	CAPISTRANO BEACH	CA	33990 DOHENY PARK RD	92624	949/496-1211
LARRY G ADAMS	CATHEDRAL CITY	CA	68-680 RAMON RD	92234	760/770-7665
JAMES FERRELL	CHINO	CA	5390 RIVERSIDE DRIVE	91710	909/986-4525
ALVARO/SONIA NAVARRETE	CITRUS HEIGHTS	CA	5948 AUBURN BLVD	95621	916-344-5499
IAN E HAUH	CONCORD	CA	2096 MARKET STREET	94520	925/676-8167
GORDON H MC CLYMONT	CORONA	CA	539 W RINCON ST	92880	951/736-5400
R A JOHNSON/J R PAUSTIAN	COSTA MESA	CA	1745 NEWPORT BLVD	92627	949/646-1666
SAMIR BARUDI	COVINA	CA	958 EAST ARROW HIGHWAY	91724	626/966-7491

Name	City	State	Address	Zip Code	Telephone
DR THEPARAT SAICHEUR	DAVIS	CA	965 OLIVE DRIVE, SUITE I	95616	530/753-0950
ANGELO P GARRUBA	DOWNEY	CA	8866 ROSECRANS AVE	90242	562/531-9090
G ROGER MYERS, III	EL CAJON	CA	355 N. JOHNSON AVENUE	92020	619/442-0404
CHARLES O ONWUEGBUSI	EL MONTE	CA	10139 GARVEY AVENUE	91733	626/350-4202
ART TERRILL	ESCONDIDO	CA	2040 AUTO PARK WAY	92029	760/739-1320
BRADLEY & LYNNE SCHIEWE	EUREKA	CA	1607 5TH STREET	95501	707/445-2097
KANGSIK "KHAN" KAY	FAIRFIELD	CA	301 STATE STREET	94533	707/429-5606
JIM S NGO	FONTANA	CA	14708 ARROW BOULEVARD	92335	909/854-9904
SUBHASH C MALIK	FREMONT	CA	3670 THORNTON AVENUE	94536	510/796-7990
ART TERRILL	FRESNO	CA	5015 N GATES AVE	93722	559/276-1122
PHILIP OGBEIDE	FRESNO	CA	3795 N CLOVIS AVENUE	93727	559/294-7546
GEORGE FRANCIS/STEVE PIEL	FULLERTON	CA	617-A WEST VALENCIA DRIVE	92832	714/992-0987
ALDO OLMEDO	GARDEN GROVE	CA	7571 CHAPMAN AVENUE	92841	714/373-5708
ENRIQUE HERNANDEZ, JR	GLENDALE	CA	1444 E COLORADO BOULEVARD	91205	818/247-8024
ALFONSO MARTINEZ	HARBOR CITY	CA	1520 W. PACIFIC COAST HWY	90710	310/325-7030
N CHRISTENSON/H CHOKSI	HAYWARD	CA	22351 MISSION BOULEVARD	94541	510/538-9917
PAUL H COMINO	HEMET	CA	260 N. STATE STREET	92543	951/652-5005
WILLIAM R CHUNG/HEE-YOUNG	HERMOSA BEACH	CA	1120 AVIATION BOULEVARD	90254	310/372-1191
FRANK V LONG	HOLLYWOOD	CA	1047 N WILCOX AVE	90038	323/469-3566
VIJAY T DESHMUKH	HUNTINGTON BEACH	CA	7201 GARFIELD AVENUE	92648	714/842-8722
DERRICK & JOHNNY WALKER	INGLEWOOD	CA	4306 W CENTURY BOULEVARD	90304	310/673-2480
ERIC HAMINI	LANCASTER	CA	42525 SIXTH STREET E	93535	661/948-7489
SAMIR BARUDI/DANIEL MARCKSTADT	LA PUENTE	CA	393 AZUSA AVENUE	91744	626/854-1777
JAMES J FISHER	LAGUNA NIGUEL	CA	27694 CAMINO CAPISTRANO	92677	949/367-9166
MICHAEL L TANNER	LAKE FOREST	CA	23131 ORANGE AVE	92630	949/768-6993
ROBERT F BUVEL	LEMON GROVE	CA	8074 BROADWAY	91945	619/697-8311
ROBERT A DEVRIES	LIVERMORE	CA	2240 RAILROAD AVE	94550	925/455-1500
CHARLES K HSIAO	LODI	CA	334 E LOCKFORD STREET	95240	209/334-5101
MICHAEL J LONG	LONG BEACH	CA	3029 SOUTH ST SUITE B	90805	562/529-8333
ALLEN ASHARI	LOS ANGELES	CA	8535 VENICE BOULEVARD	90034	310/836-3930
MARIA LACERDA	MERCED	CA	101 W 16TH STREET	95340	209/723-4345
MANUEL HOLLERO	MILPITAS	CA	1652 SOUTH MAIN STREET	95035	408/945-9510
JOE D EWING	MODESTO	CA	4231-A MCHENRY AVE	95356	209/571-2626
SAMIR E BARUDI	MONROVIA	CA	1827 S MYRTLE AVENUE	91016	626/930-0696
CHRISTOPHER W WARDROP	MORENO VALLEY	CA	23920-F ALESSANDRO BLVD	92553	951/247-0400
JAMES M FERRELL	NORTH HOLLYWOOD	CA	6218 LANKERSHIM BLVD	91606	818/763-7326
JOSEPH SPARER	NORTHRIDGE	CA	8603 RESEDA BLVD	91324	818/701-0505
AZARIA BERHANE	OAKLAND	CA	3050 BROOK STREET	94611	510/836-4456
BENITO R VALENZUELA	OCEANSIDE	CA	2255 OCEANSIDE BLVD	92054	760/757-7390
JEFFREY BRAMAN/JOHN LUNA	ORANGE	CA	739 W. KATELLA AVENUE	92867	714/637-7777
W PATRICK RIGGS	OXNARD	CA	531 VENTURA BLVD	93030	805/983-8100
SADU GOURKAR	PASADENA	CA	1800 E. COLORADO BLVD	91106	626/795-6822
EARL SMALL	PETALUMA	CA	5320 OLD REDWOOD HIGHWAY	94954	707/792-2070
GEORGE ACEVEDO	PLACERVILLE	CA	4056 STAGE COURT UNIT D1	95667	530/344-0390
GAIL V/DONALD N COOPER	POMONA	CA	1406 W HOLT AVE	91768	909/623-6636
BARTOLO F FERRANTE	POWAY	CA	13863-65 POWAY ROAD	92064	858/486-0300
BERT W CAVA	RANCHO CORDOVA	CA	11195 COLOMA RD	95670	916/635-2325
YONG J CHANG/BONG Y KIM	RANCHO CUCAMONGA	CA	8840 ARCHIBALD AVE-STE A	91730	909/944-5555
SEAN BROWN	REDDING	CA	369 E CYPRESS AVENUE	96002	530/222-2800
LARRY G ADAMS	REDLANDS	CA	1267 W REDLANDS BLVD	92373	909/793-7261
JOHN R COPENHAVER	RICHMOND	CA	12156 SAN PABLO AVE	94805	510/235-1865
CHRISTOPHER W WARDROP	RIVERSIDE	CA	3595 MARKET STREET	92501	951/682-6655
THOMAS E JOHNSON	ROSEVILLE	CA	801 RIVERSIDE AVE SUITE W	95678	916/773-6455
DAVID A SCHUETTE	SACRAMENTO	CA	2257 ARDEN WAY	95825	916/927-2437
DAVID A SCHUETTE	SACRAMENTO	CA	6441 FRANKLIN BLVD	95823	916/422-3550
PAUL H COMINO	SAN BERNARDINO	CA	365 N WATERMAN AVENUE	92410	909/884-9457
ROBERT F BUVEL	SAN DIEGO	CA	1430 MORENA BLVD	92110	619/276-2700
ANTONIO/RICARDO TROVATO	SAN DIEGO	CA	3141 INDIA ST	92103	619/260-0601
DAVID L BORNEMAN	SAN DIEGO	CA	9491 BLACK MOUNTAIN ROAD	92126	858/566-2280
BIJAN SHARIF/JOSE MARTINEZ	SAN DIEGO	CA	6008 MISSION GORGE RD, STE C	92120	619/281-1370

Name	City	State	Address	Zip Code	Telephone
RUDY & JAE CHOI	SAN DIEGO	CA	3905 CONVOY ST	92111	858/565-8125
JOHN & STANLEY WO	SAN FRANCISCO	CA	3250 CESAR CHAVEZ STREET	94110	415/285-1600
RIZVI M SALLY/M A ASHROFF	SAN FRANCISCO	CA	1545 PINE STREET	94109	415/567-9255
GEOFFREY A BUSH	SAN JOSE	CA	157 TULLY ROAD	95111	408/995-0510
JEONG HOON (MICHAEL) KIM	SAN JOSE	CA	75 S CAPITOL AVENUE	95127	408/923-0510
R DUNCAN/G PANDIS/J PANDIS	SAN LUIS OBISPO	CA	12330 LOS OSOS VALLEY RD	93405	805/783-0230
JOHN C KITCHIN	SAN MATEO	CA	69 21ST AVE	94403	650/573-6444
J H BABCOCK/W J BUCQUOY	SAN RAFAEL	CA	3241 KERNER BLVD	94901	415/453-0474
STANLEY GAMBLE	SAN RAMON	CA	23 BETA COURT, UNITS C & D	94582	925/803-0466
J PAUSTIAN/ANTHONY MONKS	SANTA ANA	CA	1900 E. MCFADDEN AVENUE	92705	714/547-9431
RUDY G/LOUIS SANCHEZ	SANTA BARBARA	CA	333 ANACAPA ST	93101	805/963-1609
CHARLES HSIAO/F MARQUEZ	SANTA CLARA	CA	2345 EL CAMINO REAL	95051	408/248-1971
GREG & KIM JOHNSON	SANTA CRUZ	CA	1915 SOQUEL AVENUE	95062	831/454-9388
PHILLIP A MADSEN	SANTA MONICA	CA	2621 PICO BOULEVARD	90405	310/829-6786
J H BABCOCK/W J BUCQUOY	SANTA ROSA	CA	1250 CLEVELAND AVE	95401	707/579-4100
MARK W BEAULIEU	SAUGUS	CA	25825 N. SAN FERNANDO RD	91350	661/259-3013
THOMAS S CROCKER JR	SEASIDE	CA	1925 DEL MONTE BLVD	93955	831/394-8515
MAGGIE/APOLINAR RICO	SIGNAL HILL	CA	1040 E WILLOW ST	90806	562/426-6494
STEPHEN/HOA TRAN	STOCKTON	CA	2510 MONTE DIABLO AVENUE	95203	209/941-4000
CHARLES HSAIO	STOCKTON	CA	2589 E. WATERLOO RD	95205	209/957-9921
HEMANTH NEKKILERU	SUNNYVALE	CA	968 W EVELYN AVE	94086	408/739-9224
WESLEY E SMITH	TEMECULA	CA	26671 YNEZ RD	92591	951/695-0788
RODNEY D DUNCAN	THOUSAND OAKS	CA	1304 NEWBURY RD, SUITE A	91320	805/498-9623
MIKE STACY	UPLAND	CA	825 N CENTRAL AVE, STE E	91786	909/985-7120
HECTOR M SAGASTUMES	VALLEJO	CA	3580 SONOMA BOULEVARD	94590	707/644-2929
HUMBERTO RODRIGUEZ	VAN NUYS	CA	7012 VAN NUYS BLVD	91405	818/989-1440
GORDON H MC CLYMONT	VICTORVILLE	CA	15025-A PALMDALE RD	92392	760/241-6514
JIM FERRELL/JOHN LINDSAY	VISTA	CA	1144 S. SANTE FE AVE	92084	760/724-4767
DEREK TINDER/S PHILLIPS	WALNUT CREEK	CA	1405 AUTO CENTER DRIVE	94597	925/945-1088
PAM LIBERTY/SCOTT HAMMOND	W SACRAMENTO	CA	970 F ST	95605	916/373-1200
W HEATHER/C CHILDS	WHITITER	CA	13130 E WHITTIER BLVD	90602	562/945-7631
ARAM G TASHCHYAN	WOODLAND HILLS	CA	19719 VENTURA BLVD	91364	818/883-3250
J KANG/A KANG/HARNARINDER DHATT	YUBA CITY	CA	901 W ONSTOTT RD	95991	530/822-0100
THOMAS E WIEBBECKE	ARVADA	CO	6437 MILLER ST	80004	303/431-1991
STEVEN J BERLAU	AURORA	CO	14871 E COLFAX AVE	80011	303/366-4842
STEVEN J BERLAU	AURORA	CO	18355-A E. GIRARD AVENUE	80013	303/400-4842
J EDSALL SR/P EDSALL/J EDSALL JR	BRIGHTON	CO	501 S MAIN STREET	80601	303/659-4212
JOSEPH FOSTER/CRAIG HIETT	BROOMFIELD	CO	555 ALTER ST, UNIT 19A	80020	303/635-8165
ALFONSO J MAZZETTI	COLORADO SPRINGS	CO	3310 CHELTON LOOP N	80909	719/591-6500
DONALD H SCOTT	COLORADO SPRINGS	CO	432 W. GARDEN OF THE GOD	80907	719/599-8843
ZHAOHUI MA & GOUPING LI	DENVER	CO	781 VALLEJO STREET	80204	303/462-2626
POLLY C PELAEZ	ENGLEWOOD	CO	3925 S BROADWAY	80110	303/761-0276
DONALD H SCOTT/ANDREA L	FT COLLINS	CO	3737 S MASON ST	80525	970/226-4477
CLAYTON L THYGERSON	GRAND JUNCTION	CO	2871 NORTH AVENUE	81501	970/243-9934
MICHAEL J ANTONUCCI	GREELEY	CO	2445 29TH STREET	80631	970/330-4858
STEVEN J BERLAU	HIGHLANDS RANCH	CO	6030 E COUNTY LINE RD	80126	303/741-4842
KENNETH R DAVIS	LAKEWOOD	CO	8808 W COLFAX AVE	80215	303/234-1263
DANDAPANY SUNDARESAN	LITTLETON	CO	10168 W CHATFIELD AVE	80127	303/933-1535
JAMES R ANGLIN	LONGMONT	CO	1611 VISTA VIEW DRIVE	80504	303/651-0444
JOSEPH D FOSTER	NORTHGLENN	CO	11450 HURON STREET	80234	303/451-5400
RICK PAUL/SANDFORD GLATZL	PUEBLO	CO	1910 W US HWY 50	81008	719/542-8040
PATRICK B DOLAN	BRANFORD	CT	471 W MAIN ST	6405	203/488-2591
LUIS R CRESPO	BRIDGEPORT	CT	1011 NORTH AVE	6606	203/367-6404
JAMES L CHEVALIER	DANBURY	CT	3 NEWTOWN RD	6810	203/743-7667
MICHAEL CORRIGAN/GARY GOSS, SR	E HARTFORD	CT	133 PITKIN STREET	6108	860-289-7753
DAN RAKOW/WIL GARNICAS	NEW LONDON	CT	434 COLMAN STREET	6320	860/444-2778
MICHAEL TARR/JAMES FRANCOLINE	MANCHESTER	CT	697 PARKER ST, PO BOX 1615	6042	860/647-7620
STEVEN GRANDINETTI	NORWALK	CT	269 MAIN AVE	6851	203/846-9578
VINCENT L MERLINO	STAMFORD	CT	847 MAIN ST	6902	203/327-9480

Name	City	State	Address	Zip Code	Telephone
DANIEL M ALBIZU	W HAVEN	CT	781 BOSTON POST ROAD	6516	203/934-8374
ROBERT T BUCKNELL	WALLINGFORD	CT	1191 N. COLONY ROAD	6492	203/265-2058
EUNG JOON CHUNG	WASHINGTON	DC	1001 BLADENSBURG ROAD NE	20002	202/488-7636
KENNETH J RICKOSKI	CLAYMONT	DE	3111 PHILADELPHIA PIKE	19703	302/798-3635
JOHN W SNYDER	DOVER	DE	3729 N DUPONT HIGHWAY	19901	302-678-5660
LANE E CAREY	NEW CASTLE	DE	312 WEST BASIN RD	19720	302/322-3454
C B SCHULZE/ELIZABETH SCHULZE	SEAFORD	DE	22598 SUSSEX HWY	19973	302/856-1500
THOMAS & BRANDON WOODS	APOPKA	FL	1009 HWY 436	32703	407/886-6002
GARY M OTTO	BRADENTON	FL	2801 CORTEZ ROAD - WEST	34207	941/753-6050
STAMATIOS N/S/B MOSCHOS	BRANDON	FL	1429 W BRANDON BLVD	33511	813/681-5596
RONALD D BALOW	CLEARWATER	FL	201 S MARTIN LUTHER KING	33756	727/447-3431
RONALD D BALOW	CLEARWATER	FL	27989 US HWY 19 N	33761	727/796-7878
HERBERT/ROBERT GOLDBERG	DAYTONA BEACH	FL	134 MASON AVE	32117	386/253-7668
SCOT MC CABE/JOHN BETHUNE	DELAND	FL	460 S WOODLAND BLVD	32720	386/738-5065
KEVIN M SAMPSON	DELRAY BEACH	FL	1801 W. ATLANTIC AVE. #C2	33444	561/243-8533
DOUGLAS E CLAMORS	FORT MYERS	FL	12860 KENWOOD LANE	33907	239/939-5200
ANTHONY G POMPONIO	FORT MYERS	FL	2525 FOWLER STREET	33901	239/334-7776
ARTHUR A/KAREN A WEST	FRUITLAND PARK	FL	3487 HWY 27/441	34731	352/728-2959
J SHERMAN/S RUSHEFSKY/D TURNER	FT LAUDERDALE	FL	1821 S STATE ROAD 7	33317	954/584-5440
LUZ VILEGAS/A CARVAJAL	FT LAUDERDALE	FL	2767 N DIXIE HIGHWAY	33334	954/567-3354
AARON T/STEVEN M HORWITZ	FT PIERCE	FL	3821 S US 1	34982	772/465-5586
DAVID L AVERY	FT. WALTON BEACH	FL	59 EGLIN PARKWAY NE	32548	850/244-1319
ROBERT LOUIS TAYLOR	GAINESVILLE	FL	2000 NORTH MAIN STREET	32609	352/377-6633
PETER R CABRERA,JR/PETER	HIALEAH	FL	420 WEST 29TH STREET	33012	305/887-4309
ROBERT V ROMANO	HOLLYWOOD	FL	1631 NORTH STATE ROAD 7	33021	954/966-0811
FRANK E FILACCHIONE	JACKSONVILLE	FL	10691 BISCAYNE BLVD	32218	904/757-5106
GILBERT S MILLER,JR	JACKSONVILLE	FL	8721 ATLANTIC BLVD	32211	904/724-1477
DEAN A BLACK	JACKSONVILLE	FL	10022 SAN JOSE BLVD	32257	904/262-2900
DEAN A BLACK	JACKSONVILLE	FL	7532 103rd STREET	32210	904/772-7557
TERRY L BAGBY	JACKSONVILLE BEACH	FL	1010 7TH AVE S	32250	904/241-7166
BRUCE ROBBINS III/EULALIA ROBBINS	JUPITER	FL	240-A JUPITER STREET	33458	561/745-6567
CHRISTINE BAUER	KISSIMMEE	FL	101 E VINE STREET	34744	407/846-3777
ROBERT E DOYLE,JR/SOUK	LAKE PARK	FL	1320 10TH STREET	33403	561/848-6994
LEE F HEBERT	LAKELAND	FL	1301 WEST MEMORIAL BLVD	33815	863/683-7511
DON "TONY" GORDON	LAUDERHILL	FL	6520 W COMMERCIAL BLVD	33319	954/742-0900
JORGE JASKELSON	LIGHTHOUSE POINT	FL	3300 N FEDERAL HWY	33064	954/946-6993
CHRISTOPHER B HAMBLET	LONGWOOD	FL	1563 S. HGWY 17-92	32750	407/339-3017
GLADYS Y PAZMINO	MARGATE	FL	670 N STATE ROAD 7	33063	954/973-0770
RICHARD H HALL	MELBOURNE	FL	705 E HIBISCUS BLVD	32901	321/723-4801
CHRIS PEDONE/HOWARD BEYER	MERRITT ISLAND	FL	3530 N COURTENAY PARKWAY	32953	321/459-1010
CARROLL C HARTMANN	MIAMI	FL	18200 S DIXIE HWY	33157	305/238-9277
MARC WEIGER	MIAMI	FL	4755 NW 183RD STREET	33055	305/624-4369
J SHERMAN/S RUSHEFSKY/D TURNER	MIAMI	FL	7247 SW 40TH STREET	33155	305/264-1009
DEAN M. TAYLOR	MIAMI	FL	750 LITTLE RIVER RD	33150	305/835-8999
SERGIO SALAZAR	MIAMI	FL	8803 SW 131ST ST	33176	305/252-0034
CHARLES STACHACZ, JR	MINNEOLA	FL	56 W CENTER STREET	34715	352/536-1717
DAN & DAVE VARANO	NAPLES	FL	190 10TH STREET NORTH	34102	239/262-7109
ROBERT A GOLDBERG	OCALA	FL	530 SW 17TH STREET	34474	352/369-9928
GILBERT S MILLER, JR	ORANGE PARK	FL	356 BLANDING BOULEVARD	32073	904/272-7166
AZMI SULTAN	ORLANDO	FL	5695 S ORANGE BLOSSOM TR	32839	407/851-8266
MARK J REISER	ORLANDO	FL	600 LEE ROAD	32810	407/740-0041
MARTIN SACK & ROD HOUISON	ORLANDO	FL	6304 E. COLONIAL DRIVE	32807	407/277-3310
CHARLES W RILEY	ORLANDO	FL	5527 W COLONIAL DRIVE	32808	407/295-0243
ROBERT A GOLDBERG	PALATKA	FL	3520 CRILL AVENUE	32177	386/326-1487
DAVID S. BOLAND	PANAMA CITY	FL	103 E 23RD STREET	32405	850/763-1308
DON "TONY" GORDON	PEMBROKE PINES	FL	9880 PINES BLVD	33024	954/438-4111
DAVID/JOEY/ROGER AVERY	PENSACOLA	FL	5655 N DAVIS HIGHWAY	32503	850/477-2500
IAN M DANIEL	PLANT CITY	FL	2908 JIM REDMAN PARKWAY	33566	813/752-2565
DOUGLAS E CLAMORS	PORT CHARLOTTE	FL	1182 TAMiami TRAIL,UNIT I	33953	941/625-0900

Name	City	State	Address	Zip Code	Telephone
DALE T PARSONS	PORT RICHEY	FL	8325 US ROUTE 19 N	34668	727/848-2916
JOHN BETHUNE	SANFORD	FL	2890 S ORLANDO DRIVE	32773	407/322-0564
JIM COSBY	SARASOTA	FL	2228 N WASHINGTON AVE	34234	941/366-6715
MARK LAVIGNE	SPRING HILL	FL	10479 COUNTY LINE RD	34609	352/686-8560
FRANK E FILACCHIONE	ST AUGUSTINE	FL	2664 US 1 SOUTH	32086	904/797-5000
CARL J LAWRENCE	ST PETERSBURG	FL	3353 - 5TH AVE SOUTH	33712	727/321-8586
JOHN/GAIL M SANTAGATA	STUART	FL	2973 SE FEDERAL HWY	34994	772/283-4110
MARCO/VANIA LLOVERA	TALLAHASSEE	FL	1238 CAPITAL CIRCLE NW	32304	850/219-0555
SAMUEL A COWART	TAMPA	FL	11612 FLORIDA AVE	33612	813/935-7677
SCOTT F LAMEIER	TAMPA	FL	1705 W KENNEDY BLVD	33606	813/251-1040
WALNER MORISSEAU	TAMPA	FL	3019 W HILLSBOURGH AVE	33614	813/877-9507
STEVEN M SMITH	TITUSVILLE	FL	610 CHENEY HWY	32783	321/268-2626
RONALD SHOAL	VENICE	FL	252 US 41 BYPASS SOUTH	34292	941/488-4411
JOHN/GAIL SANTAGATA	VERO BEACH	FL	1859 US HWY 1	32960	772/562-7030
R DOYLE/D SHAWN ENFINGER	WEST PALM BEACH	FL	845 N MILITARY TRAIL	33415	561/689-6235
CHRIS SULLIVAN/IAN DANIEL	WINTER HAVEN	FL	1641 3RD ST SW	33880	863/293-3139
THOMAS E MCFARLAND	ALBANY	GA	625 WEST OGLETHORPE AVE	31701	229/435-6101
HEATHER CARRINGTON	ALPHARETTA	GA	110 MAUDLIN DR, SUITE A	30004	770/664-7557
DONALD E KIMBEL	ATHENS	GA	2120 W. BROAD STREET	30606	706/543-1790
MEHDI NATEGHI	ATLANTA	GA	806 NORTHSIDE DR	30318	404/873-1166
RICHARD A WAITS	ATLANTA	GA	4270 BUFORD HWY	30345	404/321-5202
STEVEN C CAVANAUGH	AUGUSTA	GA	2627 WASHINGTON RD	30904	706/738-3830
S OREHOSKY/AUGUST VAN BRINK	CANTON	GA	9177-B KNOX BRIDGE HWY	30114	770/704-7776
ANDRIA & ALBERT PARKER	CARROLLTON	GA	41 TRIANGLE CT	30116	770/489-3993
TOMMY C YOUNG	CARTERSVILLE	GA	842 JOE FRANK HARRIS PKWY	30121	770/607-1444
ERWIN M JENKINS	COLUMBUS	GA	1400 52ND STREET	31904	706/324-4772
YUKO S & JOHN W GROOMS,JR	CONYERS	GA	1662 HIGHWAY 138N	30012	770/388-7000
HAROLD W & KAREN C MEAD	CUMMING	GA	529- CANTON HIGHWAY 20	30040	770/887-0047
EDWARD J BURT	DECATUR	GA	4842 COVINGTON HWY	30035	404/288-4350
CHRISTOPHER K CREARY	DECATUR	GA	2968-E NORTH DECATUR ROAD	30033	404/299-7810
GARY L ROWE	DOUGLASVILLE	GA	2048 FAIRBURN RD	30135	770/947-8357
ROBERT E/R BRAD FOSTER	DULUTH	GA	2530 PLEASANT HILL RD	30096	770/622-1230
RALPH PADOVANO	EAST POINT	GA	2609 N CHURCH ST	30344	404/766-7555
DAVID S BOLAND	GAINESVILLE	GA	2210 BROWNS BRIDGE ROAD	30501	770/532-0991
THEODORE W & JANET E REED	GRIFFIN	GA	1300 N EXPRESSWAY	30223	770/412-8686
ANTHONY M. DE LOACH,SR	LAWRENCEVILLE	GA	500 W PIKE STREET	30045	770/962-3565
GARY KEEFE	MACON	GA	3245 MERCER UNIVERSITY DR	31204	478/750-0090
RICHARD/ANDREW C TITELMAN	MARIETTA	GA	1702 COBB PKWY	30060	770/952-6400
DARYL BENNETT	MARIETTA	GA	2730 AUSTELL RD, STE 180	30008	770/319-0011
YUKO S & JOHN W GROOMS JR	MC DONOUGH	GA	796 HIGHWAY 20/81	30253	678/432-3886
SHAHRAM NATEGHI	MORROW	GA	5460 JONESBORO RD	30260	404/363-1370
RALPH PADOVANO	NEWMAN	GA	30 TOWER PLACE	30263	770/253-1990
HARRY M KITCHENS, JR	ROSWELL	GA	305 MARKET PL	30075	770/998-1680
JAMES C BRUMLEY	SAINT MARY'S	GA	4396 HIGHWAY 40 EAST	31558	912/882-1700
MICHAEL PRINGLE	SNELLVILLE	GA	3498 HIGHWAY 78	30078	770/972-6304
STEPHEN P OREHOSKY	SUGAR HILL	GA	4830 WAGES WAY	30518	770/271-1032
BEN H FELDMAN	UNION CITY	GA	5010-D HWY 138	30291	770/964-7170
STEPHEN P OREHOSKY	WOODSTOCK	GA	7853 HWY 92	30189	770/926-8280
KEN MEYER	WOODSTOCK	GA	9880 MAIN ST, SUITE 104	30188	770/516-7110
ROSE SOBREPENA-RAMOLETE	HONOLULU	HI	2457 S. KING STREET	96826	808/947-8500
ROSE SOBREPENA-RAMOLETE	KAILUA KONA	HI	74-5483 KAIWI ST #150	96740	808/329-9599
PAUL WILKEN/B HAVERKAMP	AMES	IA	220 SOUTH DUFF AVENUE	50010	515/233-1243
PAUL WILKEN/B HAVERKAMP	CEDAR FALLS	IA	4105 UNIVERSITY AVE	50613	319/277-1979
JAMES R/TODD M SCHULTZ	CEDAR RAPIDS	IA	1740 16TH AVE SW	52404	319/366-2725
PAUL WILKEN/B HAVERKAMP	CEDAR RAPIDS	IA	3909 FIRST AVENUE SE	52402	319/366-0037
PAUL WILKEN/B HAVERKAMP	CORALVILLE	IA	69 EAST SECOND STREET	52241	319/339-8000
CHARLES F VELINSKY	COUNCIL BLUFFS	IA	1600 AVENUE A	51501	712/328-3818
EVELYN L CAMP	DAVENPORT	IA	315 PERSHING STREET	52801	563/323-2777
PAUL WILKEN/B HAVERKAMP	DES MOINES	IA	2603 DOUGLAS AVENUE	50310	515/277-6488
PAUL WILKEN/B HAVERKAMP	DES MOINES	IA	3416 SE 14TH STREET	50320	515/280-6465
MICHAEL D BORCHARDT	MASON CITY	IA	311 5TH STREET SW	50401	641/423-7660

Name	City	State	Address	Zip Code	Telephone
LARRY R KAHMAN	SIOUX CITY	IA	545 CHAMBERS	51101	712/255-7996
PAUL WILKEN/B HAVERKAMP	URBANDALE	IA	7501 HICKMAN ROAD	50322	515/276-0400
MARK J MUNSON	BOISE	ID	3401 W. STATE STREET	83703	208/342-3569
DARREN R/DIANNE L LYMAN	BOISE	ID	8486 FAIRVIEW AVENUE	83704	208/322-7100
GARY W HASLIP	COEUR D'ALENE	ID	415 N 3RD ST	83814	208/664-1402
EUGENE GIFFORD	NAMPA	ID	812 3RD ST S	83651	208/465-3221
MARK E KISSNER	TWIN FALLS	ID	128 BLUE LAKES BOULEVARD	83301	208/734-6425
ALAN E SELIG	ARLINGTON HTS	IL	400 W NORTHWEST HWY	60004	847/577-0707
GORDON J MURRAY	AURORA	IL	219 N. LAKE STREET	60506	630/896-5700
ROBERT PERSCHALL	BLOOMINGTON	IL	321 SOUTH MAIN ST	61701	309/828-3337
CARLO E ZOPPA	BROOKFIELD	IL	8812 OGDEN AVE	60513	708/485-8321
JOHN A WELDON JR	CHAMPAIGN	IL	1109 PARKLAND CT	61821	217/352-5960
MARVIN KANE	CHICAGO	IL	5650 N WESTERN AVE	60659	773/561-4500
SANFORD MINTZ	CHICAGO	IL	2157 N CICERO AVE	60639	773/637-8600
DAVID N KAUFMAN	CHICAGO	IL	9330 S HALSTED ST	60620	773/233-2274
DALE J MUELLER	CHICAGO	IL	6435 S CICERO AVE	60638	773/582-4770
JAMES I MARUNA	CHICAGO	IL	6737 S. WESTERN AVENUE	60636	773/778-4700
DANIEL A PISKE	CHICAGO	IL	12307 S HALSTED STREET	60628	773/568-4747
BENEDICT E CZASZWICZ	CHICAGO HEIGHTS	IL	1215 HALSTED STREET	60411	708/755-2221
DALE J MUELLER	CICERO	IL	2001 S CICERO AVE	60804	708/656-8787
BARRY SLADE	CRYSTAL LAKE	IL	3969 NORTHWEST HIGHWAY	60014	847/639-8830
ROBERT BUEHLER	DE KALB	IL	1844 SYCAMORE ROAD	60115	815/787-8707
JAMES A BLUE	DES PLAINES	IL	1300 MINER ST	60016	847/299-0119
TAMI S /RICHARD T LOUIS	FAIRVIEW HTS	IL	5609 N ILLINOIS ST	62208	618/222-2626
GERALD A FIELD	GLEN ELLYN	IL	420-C ROOSEVELT ROAD	60137	630/545-2900
WILLIAM & LYNN TRIOLO	JOLIET	IL	2221 W. JEFFERSON STREET	60435	815/741-0200
DALE J MUELLER	LIBERTYVILLE	IL	1406 N MILWAUKEE AVE	60048	847/367-7950
CARLO E ZOPPA	LISLE	IL	2020 OGDEN AVE	60532	630/964-7000
NABIL C MOUSSA	LOMBARD	IL	600 E NORTH AVENUE	60148	630/889-8500
BRUCE M BARRY	OAK PARK	IL	311 MADISON STREET	60302	708/383-3680
PERRY L/DONALD L SEARS	PEORIA	IL	512 NE JEFFERSON	61603	309/676-0707
KENNETH J YEARLEY	S HOLLAND	IL	39 E 162ND ST	60473	708/331-5777
WILLIAM E MCDERMOTT	SCHAUMBURG	IL	603 WEST WISE RD	60193	847/985-0084
BRUCE BARRY	SKOKIE	IL	8241 SKOKIE BOULEVARD	60077	847/679-0800
DALE J MUELLER	WAUKEGAN	IL	69 S GREEN BAY RD	60085	847/336-4150
K PAUL SMITH	CLARKSVILLE	IN	634 EASTERN BOULEVARD	47129	812/285-1800
RANDELL S GREEN	EVANSVILLE	IN	4957 OAK GROVE ROAD	47715	812/471-5600
BENEDICT E CZASZWICZ	HAMMOND	IN	624 STATE ST	46320	219/932-8770
THOMAS A SCHROEDER	INDIANAPOLIS	IN	6926 E 16TH ST	46219	317/357-8726
THOMAS A SCHROEDER	INDIANAPOLIS	IN	50 E THOMPSON RD	46227	317/788-4267
DARYL E DEIG	INDIANAPOLIS	IN	8141 N CRAIG ST	46250	317/845-1744
IVAN R MARCOV	INDIANAPOLIS	IN	7014 W WASHINGTON STREET	46241	317/247-4477
EDWARD A. MARSHALL	INDIANAPOLIS	IN	4451-4461 N. KEYSTONE	46205	317/545-6461
DARYL E DEIG	INDIANAPOLIS	IN	8516 N MICHIGAN ROAD	46268	317/872-9457
THOMAS M EDEN	LAFAYETTE	IN	4210 COMMERCE DRIVE	47905	765/449-1808
PHILIP & JANE BIANCO	MERRILLVILLE	IN	1760 W 81ST STREET	46410	219/769-2061
KENNETH/LORI WILLMON	KANSAS CITY	KS	1000 STATE AVE	66102	913/342-5000
STEVE/CHRIS KNICKERBOCKER	MERRIAM	KS	6144 MERRIAM LN	66203	913/677-2911
STEVE/CHRIS KNICKERBOCKER	OLATHE	KS	1112 ROGERS RD	66062	913/782-8866
JOSE RADA/JOSE RADA, JR	TOPEKA	KS	3319 S KANSAS AVE	66611	785/266-4437
JOHN E MORGAN, JR	ASHLAND	KY	2601 GREENUP AVE	41101	606/329-8600
MAURICE/TODD BERGER	ELIZABETHTOWN	KY	1410 N DIXIE AVE	42701	270/737-5329
FRED S EBBERT	ERLANGER	KY	3210 DIXIE HWY	41018	859/344-8858
GARRY E BOLING	FRANKFORT	KY	765 MAIN STREET	40601	502/223-3355
ANDREW R FILCHAK	LEXINGTON	KY	1267 EASTLAND DR	40505	859/255-5566
RUSTY BRAY	LEXINGTON	KY	3733 NICHOLASVILLE ROAD	40503	859/223-0207
JOHN N FERRITTO	LOUISVILLE	KY	6309 PRESTON HWY	40219	502/966-5166
TIM A DISTLER	LOUISVILLE	KY	126 BRECKINRIDGE LN	40207	502/896-2193
RONALD D PARKER	ALEXANDRIA	LA	96 MAC ARTHUR DR	71301	318/445-7040
JAMES T DUPONT, JR	BATON ROUGE	LA	15687 FLORIDA BOULEVARD	70819	225/273-3731
JAMES T DUPONT, JR	BATON ROUGE	LA	4310 FLORIDA BOULEVARD	70806	225/926-8204

Name	City	State	Address	Zip Code	Telephone
MITCH COBB	BATON ROUGE	LA	14140 COURSEY BLVD	70817	225/752-0081
DAVID HUDSON/PAUL ALLINE	COVINGTON	LA	3985 US HWY 190E	70433	985/893-0723
OMAR/SAUL SOTOLONGO	GRETN	LA	73A WEST BANK EXPESWAY	70053	504/362-8433
PAUL A HERRY	HAMMOND	LA	P.O.BOX 836/106 MARKET ST	70404	985/345-8243
THOMAS & PATRICIA LANDRY	LAFAYETTE	LA	7215 JOHNSON STREET	70503	337/989-1666
GORDON R TUGWELL	LAKE CHARLES	LA	322 E. PRIEN LAKE ROAD	70601	337/477-4008
LYNN GAZZO	MANDEVILLE	LA	2021 TAMVEST CT	70448	985/626-0996
DAVID HUDSON/PAUL ALLINE	METAIRIE	LA	2527 HICKORY AVENUE	70003	504/737-2993
AARON BENNETT	SHREVEPORT	LA	9167 LINWOOD AVE	71106	318/222-5000
PAUL ALLINE	SLIDELL	LA	700 OLD SPANISH TRAIL	70458	985/639-8060
SMITH/NELSON/GRINLEY	ALLSTON	MA	183 CAMBRIDGE STREET	2134	617/254-2300
ROBERT J STOESSER	AUBURN	MA	916 SOUTHBRIDGE STREET	1501	508/832-6432
DONALD SMITH/TODD NELSON	BROCKTON	MA	640 OAK STREET	2302	508/580-5431
JOSEPH J DE PINO	FRAMINGHAM	MA	740-42 WORCESTER ROAD	1702	508/872-4846
MARTIN SHIPON	HAVERHILL	MA	262 WINTER ST, UNIT 1	1830	978/469-5922
DAVID KHAFF	LEOMINSTER	MA	313 CENTRAL STREET	1453	978/537-6315
MARK COUTURE	LYNN	MA	349 LYNNWAY STREET	1901	781/599-5100
JON M VIZENA	MALDEN	MA	91 BROADWAY - RT 99	2148	781/321-8444
WILLIAM F GARLAND	MIDDLETON	MA	14 LONERGAN ROAD	1949	978/777-7110
ROBERT M NOWICKI	NORWOOD	MA	175 EVERETT STREET	2062	781/769-3880
MATTHEW MALLIN/JON MARINO	QUINCY	MA	678 SOUTHERN ARTERY	2169	617/773-1080
SMITH/NELSON/GRINLEY	ROSLINDALE	MA	740 AMERICAN LEGION HWY	2131	617/327-2000
ROBERT J STOESSER	SHREWSBURY	MA	304 BOSTON TPK - ROUTE 9	1545	508/755-5300
ROBERT T BUCKNELL	SPRINGFIELD	MA	927 BOSTON ROAD	1119	413/783-0111
ANDREW BETTS	WALPOLE	MA	2000 MAIN ST, RT 1A, STE 5	2081	508/660-1211
JOHN W CUTTER SR & JR	WILMINGTON	MA	520 MAIN ST	1887	978/657-5470
JOHN DI VITO	WORCESTER	MA	17 CAMBRIDGE STREET	1603	508/752-3003
RICHARD MATHIS/DAN KELLEY	ANNAPOLIS	MD	906 WEST STREET	21401	410/263-8711
JOSEPH M PRIETO	BALTIMORE	MD	5701 PULASKI HWY	21205	410/483-1212
CHARLES R O'DELL	BALTIMORE	MD	5918 RITCHIE HWY	21225	410/789-0070
EUGENE WOOD	BALTIMORE	MD	7400 HARFORD ROAD	21234	410/444-7710
KEVIN TOLSON/DASS BANARSI	BALTIMORE	MD	2210 NORTH HOWARD STREET	21218	410/467-3888
STEVEN A BERGMAN	BEL AIR	MD	320 BALTIMORE PIKE	21014	410/838-6533
DOUGLAS M NEISS	BETHESDA	MD	5445 BUTLER RD	20816	301/657-4660
MOHAMMAD R GANJEI	CATONSVILLE	MD	6425A BALTIMORE NATIONAL	21228	410/869-1524
ADRIAN EWELL/A RICHARDSON	ESSEX	MD	1923 OLD EASTERN HIGHWAY	21221	410/238-3624
CHRIS MOORE	FORT WASHINGTON	MD	621 CADY DR	20744	301/248-1977
MICHAEL A DUCKER	FREDERICK	MD	5870 URBANA PIKE	21704	301/696-2222
MICHAEL & CYNTHIA MCGEE	GAITHERSBURG	MD	9413 N FREDERICK AVE	20879	301/977-2700
DENNIS L REPP	HAGERSTOWN	MD	119 E OAK RIDGE DR	21740	301/733-4510
MICHAEL K HERRIN	HUNT VALLEY	MD	10606 BEAVER DAM RD	21030	410/527-1130
M B&S M MC DONALD/R ROSSI	SEABROOK	MD	7596 ANNAPOLIS RD	20706	301/459-5100
LANHAM					
MOHAMMAD R GANJEI	LAUREL	MD	20 WASHINGTON BLVD	20707	301/776-5944
CARL G MEREWITZ	LEXINGTON PARK	MD	45870 MILLSTONE LANDING R	20653	301/862-0028
BRIAN J GAMBLE	MARLOW HTS	MD	3501 POHANKA PL	20748	301/423-3388
MICHAEL RESAU/KAREN RESAU	RANDALLSTOWN	MD	8709 1/2 LIBERTY ROAD	21133	410/922-4600
KEUN H & SHINA KIM	ROCKVILLE	MD	818 ROCKVILLE PIKE	20852	301/424-5312
JAN L ROSENBERG	SILVER SPRING	MD	8129 GEORGIA AVE	20910	301/585-0710
C MEREWITZ	WALDORF	MD	2455 OLD WASHINGTON RD	20601	301/645-6055
EDWARD & JAMES SPINELLI	PORTLAND	ME	429 WARREN AVENUE	4103	207/797-7850
RICK CRISSEL	DAVISON	MI	203 W FLINT STREET	48423	810/658-1888
SAMUEL R SKIPWORTH	FLINT	MI	3124 S DORT HIGHWAY	48507	810/715-2844
HELEN L BOGATSCHOW	KALAMAZOO	MI	541 PORTAGE ST	49007	269/345-1139
JOHN PARRISH	STERLING HEIGHTS	MI	37514 VAN DYKE AVENUE	48312	586/795-0440
TIM & JOAN BYRNE	TROY	MI	1837 E 14 MILE ROAD	48083	248/307-9600
BRETT A GARRISON	YPSILANTI TWP	MI	2244 E ELLSWORTH ROAD	48197	734/528-2800
RICHARD A MEGGITT	ANOKA	MN	662 E. MAIN STREET	55303	763/421-5001
STEVEN J SKOGRAND	BURNSVILLE	MN	1308 W HWY 13	55337	952/890-7074
JOHN S LUTZ	DULUTH	MN	1732 MALL DRIVE	55811	218/722-2846
BRIAN L HIATT	FRIDLEY	MN	940 OSBORNE RD	55432	763/786-7846

Name	City	State	Address	Zip Code	Telephone
JOHN HOEFT	HASTINGS	MN	460 SPIRAL BLVD, SUITE 1	55033	651/437-0365
ROGER K & MARY C STROM	HOPKINS	MN	10921 EXCELSIOR BLVD	55343	952/943-0094
KEVIN A DAUER	MANKATO	MN	1400 MADISON AVE #100-C	56001	507/625-2851
RICHARD A MEGGITT	MAPLEWOOD	MN	1905 E COUNTY RD D	55109	651/777-4905
TRAVIS /WALTER F WHITNEY	MINNEAPOLIS	MN	5231 W BROADWAY	55429	763/535-3112
STEVEN B ANDERSON	ST CLOUD	MN	75 OSSEO AVENUE NORTH # 2	56303	320/251-9302
DONALD C HOFF	STILLWATER	MN	12430 55TH STREET NORTH	55082	651/430-7144
MICHAEL/ANN MARTIN	WEST SAINT PAUL	MN	1571 S ROBERT STREET	55118	651/455-1588
DEBBY D KLUEPFEL/ROBERT N	ARNOLD	MO	3875 W OUTER ROAD	63010	636/296-9800
AMARJIT & HARBANS SINGH	BLUE SPRINGS	MO	1200 SOUTHWEST QUARRY RD	64015	816/228-5170
DEBBY D KLUEPFEL/ROBERT N	BRENTWOOD	MO	8500 MANCHESTER ROAD	63144	314/962-3511
SCOTT TRENT & RICK FIRMAND	CRESTWOOD	MO	8744 WATSON RD	63119	314/843-1122
GREGORY A O'BRIAN	COLUMBIA	MO	3200 CLARK LANE	65202	573/474-8451
KEN & LORI WILMON	INDEPENDENCE	MO	2319 LEES'S SUMMIT ROAD	64055	816/833-4455
DAVID KILDUFF	JENNINGS	MO	8990 W FLORISSANT AVE	63136	314/868-3338
CHARLES R CARR	JOPLIN	MO	1409 ILLINOIS AVE	64801	417/781-4123
STEVE/CHRIS KNICKERBOCKER	KANSAS CITY	MO	7320 TROOST AVE	64131	816/523-5588
JOHN/SHARON ASHCROFT	KANSAS CITY	MO	8147 NORTH OAK TRAFFICWAY	64118	816/436-5759
MARK DALEN	LEE'S SUMMIT	MO	1703 NE RICE ROAD	64086	816/554-9522
ROBERT M GUDENKAUF	RAYTOWN	MO	7609 RAYTOWN RD	64138	816/737-8561
KURT A SIEMS	SPRINGFIELD	MO	1306 N STEWART AVE	65802	417/862-1981
VINCENT P O'CONNELL, JR	ST. LOUIS	MO	2904 TELEGRAPH RD	63125	314/416-7766
JOHN P EITEL	ST LOUIS	MO	11323 MIDLAND BLVD	63114	314/426-4266
RICHARD E SCHOLLE	ST. CHARLES	MO	3625 HARVESTER ROAD	63303	636/926-0448
BENEDETTO PASSALACQUA	WARRENTON	MO	395 VETERANS MEMORIAL PKWY W	63383	636/456-4440
RAYMOND B SCHULTZ	GULFPORT	MS	433 PASS RD	39507	228/863-6030
DAVID HUDSON/W LAMBERT	HATTIESBURG	MS	2101 W PINE ST	39402	601/264-4500
MACK L LOWERY	JACKSON	MS	111 BRIARWOOD DR/N STATE	39206	601/362-1823
JAMES B CARTER	LAUREL	MS	1240 ELLISVILLE BLVD	39440	601/425-3103
ROBERT W HILTEN	BILLINGS	MT	2596 ENTERPRISE AVENUE	59102	406/656-0551
ROBBIE BRYDEN	ARDEN	NC	2379 HENDERSON RD	28704	828/687-1114
TIMOTHY P CRAWFORD	ASHEVILLE	NC	40 MC CORMICK PLACE	28801	828/252-2957
GREG K GENTLE	BURLINGTON	NC	3319 SOUTH CHURCH STREET	27215	336/538-1011
TODD S MOLYNEUX	CARY	NC	1615 WALNUT STREET	27511	919/303-9644
MICHAEL J COTTON	CHARLOTTE	NC	2413 S. TRYON STREET	28203	704/334-5319
HIREN VIROJA	CHARLOTTE	NC	6810 LAKE LESLIE LANE	28227	704/573-7189
KANOODA S GOWIN	DURHAM	NC	4520 HILLSBOROUGH RD	27705	919/383-0671
BANKOLE O HEYWARD-ROTIMI	DURHAM	NC	5116 SOUTH HIGHWAY 55	27713	919/493-2300
STUART/KATHLEEN WILLIAMS	FAYETTEVILLE	NC	1047 BRAGG BOULEVARD	28301	910/864-3277
ERNST BAUMANN	GASTONIA	NC	225 E GARRISON BLVD	28052	704/853-2225
WILLIAM M KAGLIC	GOLDSBORO	NC	4201 U.S. 70 EAST	27534	919/778-5073
DONALD G OLSON/TYLER OLSON	GREENSBORO	NC	4303 HIGH POINT ROAD	27407	336/852-2831
ROBBIE BRYDEN	HICKORY	NC	524 2ND AVE SW	28602	828/324-5986
GREG K GENTLE	HIGH POINT	NC	2915 N MAIN STREET	27265	336/883-6565
JOSEPH/CHARLES PAKE	JACKSONVILLE	NC	231 BRYNN MARR ROAD	28546	910/455-3037
BENJAMIN C CARSON	MATTHEWS	NC	10940-A E INDEPENDENCE BLVD	28105	704/814-0355
BENJAMIN C CARSON	MONROE	NC	1806-A ROOSEVELT BLVD	28110	704/289-9553
LARRY VAN HOLLEBEKE	MOORESVILLE	NC	188 E PLAZA DRIVE	28115	704/663-1468
SIMON LOCK/PENNY ZIBULA	NEW BERN	NC	2591 HIGHWAY 70 EAST	28560	252/637-9696
JEFFREY P CONNORS	PINEVILLE	NC	316 N POLK STREET	28134	704/889-3001
GUILLERMO E AHUMADA	RALEIGH	NC	4300 FAYETTEVILLE ROAD	27603	919/779-1778
MATT FERACE/CHARLES LAY	RALEIGH	NC	3912 CAPITAL BOULEVARD	27604	919/876-4507
DAVID R DUNN	ROCKY MOUNT	NC	560 FENNER ROAD	27804	252/442-1094
JAMES WILLIAM HARRISON	SALISBURY	NC	1524 JAKE ALEXANDER BLVD	28147	704/636-3682
KARL M MURPHY, SR & JR	SMITHFIELD	NC	953 N BRIGHTLEAF BLVD	27577	919/938-1477
MILTON M DOBBINS JR	WILMINGTON	NC	4205 OLEANDER DRIVE	28403	910/799-1033
GREG K GENTLE	WINSTON-SALEM	NC	5350 UNIVERSITY PARKWAY	27106	336/767-8301
DANIEL F WHITE	WINSTON-SALEM	NC	1990 SILAS CREEK PARKWAY	27103	336/768-9903
JOHN D BRUBAKER	WINTERVILLE	NC	4050 S. MEMORIAL DRIVE	28590	252/756-2111
TOM MAIER/BRENT OLSON	FARGO	ND	201 38TH ST SW	58103	701/282-8300
CHARLES F VELINSKY	BELLVUE	NE	809 CARY STREET	68147	402/731-6700

Name	City	State	Address	Zip Code	Telephone
RICHARD L HOBSON	LINCOLN	NE	2414 N ST	68510	402/476-7681
CHARLES F VELINSKY	OMAHA	NE	3330 N 72ND ST	68134	402/571-4100
CHARLES F VELINSKY	OMAHA	NE	6061 L ST	68117	402/733-8700
JEFF WURGLER	OMAHA	NE	5254 S 133RD COURT	68137	402/932-3300
KENNETH A OAKS	AMHERST	NH	100 ST ROUTE 101A SITE C	3031	603/889-5098
DONALD SMITH/TODD NELSON	CONCORD	NH	234 LOUDON ROAD	3301	603/225-7213
SMITH/NELSON/GRINLEY	MANCHESTER	NH	792 GOLD STREET	3103	603/627-3868
MARTIN S/PAUL T QUIRK	PORTSMOUTH	NH	3580 LAFAYETTE RD	3801	603/436-6800
PATRICK F INFANTE	ASBURY PARK	NJ	1420 ASHBURY AVE	7712	732/988-0442
NICHOLAS D FIORENTINO	BLOOMFIELD	NJ	638 BLOOMFIELD AVE	7003	973/429-7615
B FIORENTINO	BRIDGEWATER	NJ	605 E MAIN STREET	8807	908/722-8282
JILL A FIGUEROA	CAPE MAY COURT HOUSE	NJ	1 OYSTER ROAD	8210	609/463-0888
JOHN CAMPI	CHERRY HILL	NJ	100 FRONTAGE ROAD	8035	856/616-8333
DONALD SAFFIOTI	CLIFTON	NJ	1639 MAIN AVE	7011	973/772-3636
MARIO LERER	DELRAN	NJ	U.S. RT 130 & CARRIAGE LN	8075	856/461-6060
ZOLTAN T STUPAR	DOVER	NJ	135 E BLACKWELL STREET	7801	973/366-5100
ARTHUR SIEGEL	EGG HARBOR TWP	NJ	6400 BLACK HORSE PIKE	8234	609/484-9770
JAMES NOLA/VINCENT FELICO	ENGLISHTOWN	NJ	121 ROUTE 9	7726	732/536-1000
CORY J HEFNER	FLEMINGTON	NJ	464-B ROUTE 202 NORTH	8822	908/782-6880
HAMEED & YOUSEEF ARAIN	FLEMINGTON	NJ	284 US HWY 202/31	8822	908/782-6880
PETER D FIORENTINO	HACKENSACK	NJ	55 MIDTOWN BRIDGE APPROAC	7601	201/487-0060
MARK B ELBAUM	HACKETTSTOWN	NJ	400-C HIGH ST	7840	908/852-2000
RONALD E HANSON	HIGHTSTOWN	NJ	400 MERCER ST	8520	609/443-0998
JACK MARABELLA	IRVINGTON	NJ	140 ELLIS AVENUE	7111	973/416-4488
LOUIS M FIZZAROTTI	JERSEY CITY	NJ	1742-48 KENNEDY BLVD	7305	201/433-5555
ROY T/ROSARIO T ARGENTO	LAKEWOOD	NJ	125 MAIN ST	8701	732/370-2200
JOSE & BRIAN ALMEIDA	LINDEN	NJ	720 E ST GEORGES AVE	7036	908/587-1004
MATTHEW P VON ZWEHL	LYNDHURST	NJ	720 RIDGE ROAD	7071	201/933-9001
ROBERT G BUSKARD	MAHWAH	NJ	375 ROUTE 17 NORTH	7430	201/529-5232
GEORGETTE ABDEL SHAHID	METUCHEN	NJ	359 AMBOY AVE	8840	732/549-0066
P FIORENTINO/NICK CAIELLA	MORRISTOWN	NJ	59 SUSSEX AVENUE	7960	973/993-9777
PETER D FIORENTINO	NEW BRUNSWICK	NJ	950-954 SOMERSET ST	8901	732/418-7911
WARREN ROSS	NEWARK	NJ	950 FRELINGHUYSEN AVENUE	7114	973/242-5454
THOMAS L KORODAN	NORTH PLAINFIELD	NJ	145 SOMERSET STREET	7060	908/754-4848
EMMANUEL OTOIGIAKHI	PERTH AMBOY	NJ	209 NEW BRUNSWICK AVENUE	8861	732/324-1777
GARY & JUDITH HENNINGER	PLEASANTVILLE	NJ	881 BLACKHORSE PIKE	8232	609/677-9646
DANIEL STUPI	POINT PLEASANT	NJ	3219 BRIDGE AVENUE	8742	732/899-1600
DAWN M ZIROLO	SHREWSBURY	NJ	799 SHREWSBURY AVENUE	7702	732/842-2500
PAUL/GUNTHER GRUENEBAUM	TOMS RIVER	NJ	1770 HOOPER AVENUE	8753	732/279-9300
KAUSAR I BAJWA	TRENTON	NJ	2769 S BROAD ST	8610	609/888-2020
KAUSAR I BAJWA	TRENTON	NJ	1701 PRINCETON AVENUE	8648	609/599-3990
RICHARD ROTH	TURNERSVILLE	NJ	4790 BLACKHORSE PIKE	8012	856/228-6006
THOMAS RUSSO	W. CALDWELL	NJ	1045 BLOOMFIELD AVE	7006	973/227-6544
GAETANO "TOM" DIMIELE	WARETOWN	NJ	307 ROUTE 9 SOUTH	8758	609/607-0900
JOHN MANGAN/JAMES FERRELL	ALBUQUERQUE	NM	6629 LOMAS BLVD NE	87110	505/265-8849
GENE PEUGH/RICHELLE A PONDER	LAS CRUCES	NM	1885 W PICACHO	88001	505/523-4564
JOHN MANGAN/JAMES FERRELL	PARADISE HILLS	NM	6632 CAMINITO COORS NW	87120	505/896-4244
D GARY MARTIN	CARSON CITY	NV	3075 HWY 50 E	89701	775/882-7373
STAN RUDD	HENDERSON	NV	1241 AMERICAN PACIFIC DR #157	89074	702/558-1558
KENNETH A SIMKINS	LAS VEGAS	NV	1323 S MAIN ST	89104	702/384-9284
SCOTT H HARVEY	LAS VEGAS	NV	3015 S. VALLEY VIEW BLVD	89102	702/367-1200
DAVID A LYTLE / RONALD A	LAS VEGAS	NV	3430 E SAHARA AVENUE	89104	702/457-1616
RAYMOND H ATKIN	LAS VEGAS	NV	5710 BOULDER HIGHWAY	89122	702/451-0209
RON ARITO	LAS VEGAS	NV	2071 S RAINBOW BLVD	89102	702/897-9999
RUSS DAINS	N LAS VEGAS	NV	3336 LOSEE RD, STE 4	89030	702/658-0853
KYLE ALBRIGHT	RENO	NV	2155 MARKET STREET	89502	775/329-8726
MICHAEL VASILE	ALBANY	NY	1029 CENTRAL AVENUE	12205	518/489-5505
J DAVID BRAND	AMHERST	NY	3454 SHERIDAN DRIVE	14226	716/837-6542
ROB FAMIGLIETTI/L ORDYK	AMSTERDAM	NY	4650 STATE HWY 30 N	12010	518/843-0847
KENNETH M CARR	AUBURN	NY	102 GRANT AVENUE	13021	315/253-2744
JONATHAN L TOW	BAYSHORE	NY	1984 UNION BOULEVARD	11706	631/968-0400

Name	City	State	Address	Zip Code	Telephone
EDWIN & MICHAEL HERSHBERG	BAYSIDE	NY	207-26 NORTHERN BLVD	11361	718/428-2244
JOHN P MANCULICH	BINGHAMTON	NY	339 FRONT ST	13905	607/722-9999
ANTHONY C/JAMES SOLLITTO	BRONX	NY	1027 E GUN HILL RD	10469	718/324-7800
THOMAS A HEANEY	BROOKLYN	NY	2900 ATLANTIC AVE	11207	718/277-8080
JONATHAN L TOW	BROOKLYN	NY	663 UTICA AVENUE	11203	718/773-6535
DONALD L JAMES	BROOKLYN	NY	1787 CONEY ISLAND AVENUE	11230	718/376-2516
RICHAR & REBECCA POOTERS	COHOES	NY	1338 NEW LOUDON RD	12047	518/785-3310
J RANDY STEINER	DEPEW	NY	6490 TRANSIT RD	14043	716/684-4270
J RANDY STEINER E	ROCHESTER	NY	398 W COMMERCIAL STREET	14445	585/381-3772
D SMITH/S VALEZ/M WILSON	ELMHURST	NY	79-14 QUEENS BLVD	11373	718/898-5575
COREY A RATNER	FREEPORT	NY	69 E SUNRISE HWY	11520	516/868-1818
PATRICIA E SCHNEIDER	HICKSVILLE	NY	24 E BARCLAY ST	11801	516/822-2770
STEPHEN P RODGERS	LOCKPORT	NY	6412 S TRANSIT RD	14094	716/625-9950
PATRICIA E SCHNEIDER	MAHOPAC	NY	227 ROUTE 6	10541	845/628-9222
MARTIN JOSEPH STIASTNY	MASSAPEQUA	NY	4202 MERRICK ROAD	11758	516/797-0900
EDWARD/ANITA E HECHLER	MIDDLETOWN	NY	45 FULTON ST	10940	845/344-3535
KENNETH B BERRY	MINEOLA	NY	285 JERICHO TPKE	11501	516/248-5174
NICOLAE/ESTHER IANCU	NEW ROCHELLE	NY	212 MAIN ST	10801	914/636-6660
WARREN & JUSTIN ROSS	NEW YORK	NY	604 W 30TH ST	10001	212/967-4222
PRABHAT K TIBREWALA	PATCHOGUE	NY	173 MEDFORD AVE (RT 112)	11772	631/758-2797
V/E V/C FELICO	PEARL RIVER	NY	40A W. WASHINGTON AVENUE	10965	845/735-7077
ANDREW J MC PECK JR	POUGHKEEPSIE	NY	42 MANCHESTER RD	12603	845/473-1640
RICHARD C VALLELY	QUEENS VILLAGE	NY	217-83 HEMPSTEAD AVE	11429	718/479-8977
RICHARD D POOTERS, SR	RENSSELAER	NY	103 COLUMBIA TURNPIKE	12144	518/465-0220
J RANDY STEINER	ROCHESTER	NY	1521 MT READ BLVD	14606	585/254-5920
ROBERT LOPRESTI	SCHENECTADY	NY	1602 STATE ST	12304	518/381-1112
SHYNE PAYNE/WENDY PAYNE	STATEN ISLAND	NY	635 RICHMOND ROAD	10304	718/442-6700
TREVOR A BURKE	STATEN ISLAND	NY	9-11 NEWARK AVE	10302	718/442-0707
DAN WHITNEY/JIM ANDERSON	SYRACUSE	NY	2564 ERIE BLVD E	13224	315/445-0210
DANIEL K RAKOW	VALLEY STREAM	NY	200 E MERRICK RD	11580	516/872-8122
EZRA FORD/PAUL A SIMMONS	WATERTOWN	NY	595 COFFEEN ST	13601	315/782-4006
J RANDY STEINER	WEST SENECA	NY	1701 UNION ROAD	14224	716/675-6022
JEFFREY ZAID	WHITE PLAINS	NY	281 TARRYTOWN ROAD	10607	914/949-2929
VINCENT FELICO	WOODSIDE	NY	60-01 NORTHERN BLVD	11377	718/726-5585
MILAD SAYEGH/MIKE VASILE	YONKERS	NY	41 HUDSON STREET	10701	914/969-8246
HOWARD D HARPLEY	AKRON	OH	281 E MARKET ST	44308	330/376-5181
ROBERT A WOLFE	ALPHA	OH	2240 US ROUTE 35	45301	937/429-2822
E ALBERT ATKINS	BEDFORD	OH	48 NORTHFIELD ROAD	44146	440/439-8177
FRED S EBBERT	BETHANY	OH	7527 LIBERTY LN	45044	513/759-0695
SCOTT B BURROWS	CANTON	OH	4922 EVERHARD ROAD	44718	330/493-0311
FRED S EBBERT	CINCINNATI	OH	7458 MONTGOMERY RD	45236	513/793-4210
V ALLEN HAZELBAKER/FRED EBBERT	CINCINNATI	OH	474 OHIO PIKE	45255	513/528-6500
WILLIAM J LONG, JR	CINCINNATI	OH	4440 READING RD	45229	513/242-4440
P HELM/MARLENE HERMAN	CLEVELAND	OH	14138 LORAIN RD	44111	216/688-6000
MARLENE HERMAN/PAUL HELM	CLEVELAND HEIGHTS	OH	3984 MAYFIELD ROAD	44121	216/381-7730
VIJAY K NAYYAR	COLUMBUS	OH	3197 N HIGH ST	43202	614/263-8817
SHARON A KIFER	COLUMBUS	OH	1385 W BROAD ST	43222	614/274-1164
SHARON A KIFER	COLUMBUS	OH	3580 CLEVELAND AVE	43224	614/475-6655
LUDOVIT KRAJCOVI, JR.	CUYAHOGA FALLS	OH	1700 PORTAGE TRAIL	44223	330/926-0000
ROBERT S BERNARDI	DAYTON	OH	215 S PATTERSON BLVD	45402	937/223-3288
MICHAEL D SNYDER	DAYTON	OH	5980 OLD TROY PIKE	45424	937/236-2465
RONALD L COOK	DAYTON	OH	2212 WILMINGTON AVE	45420	937/253-1165
JOHN BUCK	DELAWARE	OH	320 LONDON ROAD, # 108	43015	740/363-9010
WILLIAM MILLER	HAMILTON	OH	250 S. ERIE HIGHWAY	45011	513/844-6404
ROBERT W STRALEY, JR	INDEPENDENCE	OH	6954 BRECKSVILLE RD	44131	216/447-9220
DANIEL R. WILKINSON	LANCASTER	OH	1430-B COLLINS RD	43130	740/652-9322
WILLIAM J MILLER	LEBANON	OH	749 COLUMBUS AVENUE	45036	513/228-1238
WILLIAM E NUMBERS	LIMA	OH	554 WEST MARKET STREET	45801	419/227-3443
KEN OPDYCKE	MAINEVILLE	OH	100 GRANDIN ROAD	45039	513/683-3005
JOHN M BUCK	MARION	OH	1770 HARDING HIGHWAY EAST	43302	740/389-6321