



FRANCHISE DISCLOSURE DOCUMENT

Snap-on Tools Company LLC, a Delaware Limited Liability Company
2801 80th Street
Kenosha, Wisconsin, 53143
262.656.5200
franchiseinfo@snapon.com
www.snapon.com

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

The total investment necessary to begin operation will range from \$169,503 to \$350,231 (See Item 7). This includes \$113,770 to \$131,270 that must be paid to Snap-on or an affiliate (See Item 5).

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Franchise Administration at 262.656.7949.

The terms of your contract will govern your franchise relationship. Don’t rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or an accountant or both.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as “[A Consumer’s Guide to Buying a Franchise](#),” which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C., 20580. You can also visit the FTC’s home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

This disclosure document is issued on February 10, 2017.

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

STATE COVER PAGE

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

Call the state franchise administrator listed in Appendix J for information about the franchisor or about franchising in your state.

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW.

PLEASE CONSIDER THE FOLLOWING RISK FACTORS BEFORE YOU BUY THIS FRANCHISE:

1. THE GOVERNING LAW OF THE FRANCHISE AGREEMENT IS THE LAW OF THE STATE WHERE YOUR LIST OF CALLS WILL BE LOCATED (OR WHERE THE MAJORITY OF STOPS ON YOUR LIST OF CALLS WILL BE LOCATED IF THE LIST OF CALLS IS LOCATED IN MORE THAN ONE STATE) AT THE TIME YOU SIGN YOUR FRANCHISE AGREEMENT. THIS MAY BE DIFFERENT THAN THAT OF YOUR HOME STATE, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.

EVEN THOUGH THE FRANCHISE AGREEMENT PROVIDES THAT THE LAW OF THE STATE WHERE YOUR LIST OF CALLS WILL BE LOCATED (OR WHERE THE MAJORITY OF STOPS ON YOUR LIST OF CALLS WILL BE LOCATED IF THE LIST OF CALLS IS LOCATED IN MORE THAN ONE STATE) APPLIES, LOCAL LAW MAY SUPERSEDE IT IN YOUR STATE. PLEASE REFER TO ANY STATE-SPECIFIC ADDENDUM THAT MAY BE ATTACHED TO THIS DISCLOSURE DOCUMENT FOR DETAILS.

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

3. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

We may use the services of one or more FRANCHISE BROKERS or referral sources to assist us in selling our franchise. A franchise broker or referral source represents us, not you. We pay this person a fee for selling our franchise or referring you to us. You should be sure to do your own investigation of the franchise.

This disclosure document is issued on February 10, 2017.

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

For Use in Maine
DISCLOSURES REQUIRED BY MAINE LAW

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

NOTICE REQUIRED BY THE STATE OF MICHIGAN For Use in Michigan

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

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

- A. A prohibition of the right of a franchisee to join an association of franchisees.
- B. A requirement that a franchisee assent to a release, assignment, novation, waiver or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.
- C. A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.
- D. A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials, which have no value to the franchisor, and inventory, supplies, equipment, fixtures and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) The term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising or other commercial symbol in the same area subsequent to the expiration of the franchise, or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.
- E. A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
- F. A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
- G. A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:
 - 1. The failure of the proposed transferee to meet the franchisor's then-current reasonable qualifications or standards.
 - 2. The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.

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

4. The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

H. A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

I. A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

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

Any questions regarding this Notice shall be directed to the Office of the Attorney General, Consumer Protection Division, Attn: Franchise Section, G. Mennen Williams Building, 1st Floor, 525 West Ottawa Street, Lansing, Michigan, 48913, 517.373.7117.

For Use in North Carolina
DISCLOSURES REQUIRED BY NORTH CAROLINA LAW

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

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

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

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

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

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

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

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

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

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

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

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

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

our affiliates, independent sales personnel, independent distributors, or, in the case of certain products and services which are **Products** (defined below), Snap-on franchisees and Independents.

We also conduct business through company mobile stores, which are operated similarly to the operation of the franchise we are offering to you. They service the same type of customers as you will service. As of December 31, 2016, our company mobile stores comprised approximately 3.4% of all Snap-on mobile stores. Snap-on may increase or reduce the number of company owned stores in the future. These stores pilot new sales and promotional ideas prior to introducing them to our franchisees and service customers in select new and open routes.

The Snap-on Program. We grant franchises of the type described in this disclosure document. The franchise offering is for a 10-year license (in the case of a Renewal Franchise, a five-year license) to operate a Snap-on mobile store through a Snap-on Tools Franchise Agreement (the “Franchise Agreement”) between a franchisee and Snap-on. We make available to our existing franchisees who qualify, the opportunity to purchase an additional franchise (the “Expansion Franchise”).

The license under the Franchise Agreement grants you the right to purchase **Products**, which are defined to mean tools and equipment we manufacture and/or distribute to our franchisees and Independents at a discount from suggested retail prices. Our product line contains approximately 33,000 items, which includes more than 7,500 items that we purchase and then distribute to franchisees and Independents through our distribution centers. This license also grants you the right to resell the **Products** at prices of your choice to customers at business locations or “stops” identified on an assigned List of Calls (“List of Calls”) attached to your Franchise Agreement (See Item 12). The most efficient way for you to service your customers is for you to establish a relationship with your customers and potential customers at stops on the List of Calls and to be the only franchisee servicing a stop. While you will have the right to sell to customers at stops on the List of Calls, you do not have any property rights or ownership interest in the List of Calls or the customers at stops on the List of Calls.

In addition to the rights described above, you will have all the benefits of the Snap-on Program, which is a program for selling and servicing high quality tools and equipment (the “Snap-on Program”). The distinguishing features of the Snap-on Program, in addition to the **Products**, include: special confidential techniques for selling the **Products**; signs, emblems, trade names, trademarks and service marks; instructional materials and training courses; and the Franchise Operations Manual (the “Operations Manual”), and Snap-on Credit Program Manual, as well as other manuals that are made available to you by us or our affiliates. We may change, improve or develop the features of the Snap-on Program during the term of your Franchise Agreement. The valuable goodwill and favorable reputation of the Snap-on Program belongs to us, and while you will have the benefit of the goodwill and reputation during the time you are a franchisee, you will acquire no property rights or ownership interest in such goodwill or reputation, all of which at all times belong to us. The Franchise Agreement is attached to this disclosure document as Appendix I.1.A. The principal owner or owners of the franchise will be required to sign the Owner's Guaranty of Franchisee's Obligations attached to this disclosure document as Appendix I.1.B. You will also sign an Addendum to the Franchise Agreement to reflect differences in the program described in this disclosure document in the following situations: (i) you are exercising an option to renew under an expiring Franchise Agreement (“Renewal Franchise”), (ii) you are purchasing assets from an existing franchisee, which meets the transfer requirements of Snap-on (“Transfer Franchise”) other than as an existing franchisee adding an additional franchise, (iii) you are converting an additional van to a franchise or purchasing an additional franchise (“Expansion Franchise”) including adding an additional franchise by purchasing assets from an existing franchisee, (iv) you are a veteran honorably discharged from the United States Armed Forces and purchasing your initial franchise, (v) you are an employee of Snap-on, or (vi) you are financing

your franchise with a lender who obtains a Small Business Administration loan guarantee. These Addenda are attached as Appendix I.1.C.1 through I.1.C.6.

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

There are no regulations specific to the industry in which we do business. We do not undertake to provide you with a comprehensive list of general laws applicable to your business, however, Federal and/or state driver's license and motor carrier regulations will apply to you. Since this will vary based on the state or states in which you will drive, you will need to research the specific application of these requirements to you. In connection with these regulations you may be subject to periodic alcohol and drug testing. Some additional examples of laws and regulations that have application are local, state and federal laws on business and vehicle licensing and registration, zoning restrictions, as well as parking, vehicle weight limitations and any applicable hazardous material transportation and pollution laws. There may be other laws applicable to your business (including those relating to home-based businesses or the credit you grant). We urge you to make inquiries to your advisors, including your lawyer and accountant, about applicable laws and understand how you will comply with them prior to signing a Franchise Agreement.

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

Snap-on U.K. Holdings Limited (United Kingdom and Ireland)
SNA Germany GmbH (Germany)
Snap-on Tools (Australia) Pty. Ltd. (Australia)
Snap-on Tools (New Zealand) Limited (New Zealand)
Snap-on Tools Japan K.K. (Japan)
Snap-on Tools B.V. (Netherlands and Belgium)
Snap-on Africa (Proprietary) Limited (South Africa)

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

ITEM 2 **BUSINESS EXPERIENCE**

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

DIRECTORS:

Director: Nicholas T. Pinchuk

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

Director: W. Dudley Lehman

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

Director: Karen L. Daniel

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

Director: James P. Holden

Mr. Holden has been a Director of Snap-on and Snap-on Incorporated since July 2007 and has served as the Board's Lead Director since February 2009. He served as non-executive Chairman of Meridian Automotive Systems, Inc., located in Allen Park, Michigan, from March 2007 until June 2009. He was President and Chief Executive Officer of DaimlerChrysler Corporation, a U.S. subsidiary of DaimlerChrysler AG, located in Auburn Hills, Michigan, from 1999 until 2000. He has been a Director of Speedway Motorsports, Inc. since 2004, a Director of Sirius XM Holdings, Inc. since 2001, and a Director of Elio Motors, Inc. since May 2016.

Director: Nathan J. Jones

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

Director: Gregg M. Sherrill

Mr. Sherrill has been a Director of Snap-on and Snap-on Incorporated since December 2010. He has served as Chairman and Chief Executive Officer of Tenneco, Inc. located in Lake Forest, Illinois, since January 2007. In May 2017, Mr. Sherrill will step down as Chief Executive Officer but will remain as Chairman of Tenneco. Previously, Mr. Sherrill was Corporate Vice President and President, Power Solutions for Johnson Controls, Inc., located in Milwaukee, Wisconsin, from 2004 to 2007.

Director: Henry W. Kneuppel

Mr. Kneuppel has been a Director of Snap-on and Snap-on Incorporated since September 2011. He retired as Chairman of the Board of Regal Beloit Corporation located in Beloit, Wisconsin, in December 2011 after serving in that position since April 2006. He continues to serve as a Director of Regal Beloit Corporation. He also served as Chief Executive Officer for Regal Beloit

Corporation from April 2005 to May 2011. In addition, Mr. Knueppel served as Interim Chairman and Chief Executive Officer of Harsco Corporation located in Camp Hill, Pennsylvania, from February 2012 until September 2012, and was the Non-Executive Chairman of the Board of Harsco Corporation from September 2012 to July 2014. He also has been a Director of WEC Energy Group, Inc. (formerly known as Wisconsin Energy Corporation) since January 2013.

Director: Ruth Ann M. Gillis

Ms. Gillis has been a Director of Snap-on and Snap-on Incorporated since July 2014. She retired in July 2014 as Executive Vice President and Chief Administrative Officer of Exelon Corporation located in Chicago, Illinois, after serving in those roles since 2005. She was also President of Exelon Business Services Company, an Exelon subsidiary. Previous roles included service as Executive Vice President of ComEd, an Exelon subsidiary, and as the Chief Financial Officer of Exelon. Prior to the merger that formed Exelon in 2000, Ms. Gillis was the Chief Financial Officer of Unicom Corp. She also has been a Director of KeyCorp since November 2009 and a Director of Voya Financial, Inc. since July 2015.

Director: Donald J. Stebbins

Mr. Stebbins has been a Director of Snap-on and Snap-on Incorporated since January 2015. He has served as President and Chief Executive Officer, and also as a Director, of Superior Industries International, Inc., located in Southfield, Michigan, since May 2014. Prior thereto, he provided consulting services to various private equity firms since 2012. Mr. Stebbins previously serviced as Chairman, President and Chief Executive Officer of Visteon Corporation located in Van Buren Township, Michigan from 2008 to August 2012, after having served as Visteon's President and Chief Operating Officer from 2005 to 2008. Before joining Visteon, Mr. Stebbins held various positions with increasing responsibility at Lear Corporation, including President and Chief Operating Officer – Europe, Asia and Africa, President and Chief Operating Officer – Americas, and Senior Vice President and Chief Financial Officer.

Director: David C. Adams

Mr. Adams has been a Director of Snap-on and Snap-on Incorporated since June 2016. He has served as Chairman of Curtiss-Wright Corporation, located in Charlotte, North Carolina, since January 2015, as Chief Executive Officer since August 2013, and as President since 2012. He previously served as Curtiss-Wright Corporation's Chief Operating Officer from 2012 to August 2013; and was Co-Chief Operating Officer from 2008 until 2012. From 2005-2008, he served as a Vice President of Curtiss-Wright and as President of Curtiss-Wright Controls, Inc., the former motion control segment of Curtiss-Wright. Mr. Adams has been a director of Curtiss-Wright Corporation since August 2013.

PRINCIPAL OFFICERS REQUIRED TO BE DISCLOSED IN THIS DISCLOSURE DOCUMENT:

President and Chief Executive Officer: Thomas L. Kassouf

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

President – Sales and Franchising: Barrie J. Young

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

Senior Vice President: Aldo J. Pagliari

Mr. Pagliari has been in his present position of Senior Vice President with Snap-on since April 2010. He has held the position of Senior Vice President – Finance and Chief Financial Officer of

Snap-on Incorporated since March 2010, and served as President – Equipment from April 2007 until March 2010. He also served as Senior Vice President – Commercial and Industrial Group from January 2006 until April 2007.

Vice President – North American Sales and Franchising: Jeffrey W. Howe

Mr. Howe has been in his present position with Snap-on since September 2016. He held the position of Vice President – North American Sales from February 2015 to September 2016, and was National Sales Manager from December 2006 to February 2015.

Vice President – North American Franchising: Clark Jamison

Mr. Jamison has been in his present position with Snap-on since November 2012. He held the position of Vice President – Franchise Development from June 2006 until November 2012.

Vice President – Marketing: Yvette A. Morrison

Ms. Morrison has been in her present position since September 2011. Prior to joining Snap-on, she was Assistant Vice President, Shopper Marketing of The Coca-Cola Company located in Atlanta, Georgia, from January 2008 to July 2010.

Vice President – Finance: Robert J. Hamilton

Mr. Hamilton has been in his present position since April 2014. From March 2009 until April 2014, he held the position of Vice President, Financial Planning & Analysis for Snap-on Incorporated.

Vice President and North American Sales Manager: Brian B. Austin

Mr. Austin has been in his present position with Snap-on since September 2016. He held the position of North American Sales Manager from February 2015 until September 2016. He also held the position of Director, Sales Programs from December 2011 to February 2015, and was Regional Manager of the Mid-Atlantic Region from April 2008 until December 2011.

Vice President – Customer Service: Maria Joao De Sa Vieira Guedes

Ms. Vieira has been in her present position since February 2014. From January 2011 to February 2014, she was Corporate RCI Director for Snap-on Incorporated.

INDIVIDUALS WITH MANAGEMENT RESPONSIBILITY RELATING TO THE SALE AND OPERATION OF FRANCHISES OFFERED BY THIS DISCLOSURE DOCUMENT:

Director, Franchise System: Thomas J. Kasbohm

Mr. Kasbohm has been in his present position with Snap-on since April 2012. He held the position of Regional Manager of the Southeast Region from April 2008 until April 2012, and held the position of Regional Manager of the former Orlando Region from April 2006 until April 2008.

Director Asset Control: Garry D. Frost

Mr. Frost has been in his present position with Snap-on since April 2010. He held the position of Regional Manager of the Great Lakes Region from April 2008 until April 2010, and Regional Manager of the former Detroit Region from May 2005 until April 2008.

Director Franchise Operations: Suzanne Mills

Ms. Mills has been in her present position since April 2016. From December 2006 to April 2016, she held the position of Director, Customer Care of Snap-on in Crystal Lake, Illinois.

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

Mr. Burger has been in his present position with Snap-on Credit LLC located in Libertyville, Illinois, since July 2009. Snap-on Credit LLC provides a broad range of financial services to Snap-on's franchisees.

President (Snap-on SecureCorp, Inc.): Irene S. Sudac

Ms. Sudac has been in her present position with Snap-on SecureCorp, Inc. since June 2014. Snap-on SecureCorp, Inc. is an affiliate of Snap-on and administers the various insurance programs offered to franchisees. She has also held the position of Vice President-Financial Services of Snap-on Incorporated since August 2010. From February 2005 to March 2010, she was Vice President and Treasurer of Cabot Corporation located in Boston, Massachusetts.

ITEM 3
LITIGATION

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

ITEM 4
BANKRUPTCY

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

ITEM 5
INITIAL FEES

The initial fees include an initial license fee of \$7,500 to \$15,000 plus additional fees and payments ranging between \$105,500 and \$115,500 for goods and services we provide you before your franchise opens. The following formula determines these initial fees:

Initial License Fee	\$7,500-\$15,000
Initial Inventory	\$105,500-\$115,500
Computer Software License Fee	\$770
Total	\$113,770-\$131,270

Except as otherwise described, the initial fees are uniform.

Initial License Fee. The initial license fee of \$15,000 includes your initial training, which we estimate to have a cost of \$2,000 (See Item 11), your technology package, which we estimate to have a cost of \$3,000 (See Item 11), and a turnkey office supply package, which we estimate to have a cost of \$400. Under the following circumstances the initial license fee and what is included in the initial license fee will vary:

(a) **Expansion Franchise.** If you are purchasing an Expansion Franchise, which includes the purchase of assets by an existing franchisee from an existing franchisee to add an additional franchise or if you currently operate an additional van under a Franchise Agreement and meet all the requirements to make that a franchise, your initial license fee will be \$7,500 and you will receive initial training for your employee, the technology package and the turnkey office supply package.

(b) **Renewal Franchise.** If you are purchasing a Renewal Franchise, you pay an initial license fee of \$7,500. This fee does not include initial training, the technology package or the turnkey office supply package.

(c) **Transfer Franchise.** If you are purchasing a Transfer Franchise, other than as an Expansion Franchise, you will pay a transfer fee of \$7,500, unless a different transfer fee is specified in the selling franchisee's Franchise Agreement. You will receive training, but you will not receive the technology package or the turnkey office supply package.

Initial Inventory. You must purchase an initial inventory, which we pre-select for you, with a suggested retail price approximately between \$155,000 to \$170,000 and a cost to you approximately between \$105,500 to \$115,500. We pre-select your initial inventory so that you have a balanced inventory to start your franchise. After the initial inventory, you will make all decisions regarding inventory items you desire to purchase. Under the following circumstances, you will pay a lesser amount for your initial inventory or receive additional inventory without cost to you:

(a) **Expansion Franchise.** If you are purchasing an Expansion Franchise, you will receive inventory having a franchisee cost of \$20,000 at no cost to you (the "Inventory Incentive"). This incentive is designed to assist you in starting your Expansion Franchise and providing ongoing continuity in the operation of that franchise. For that reason, in order to earn the Inventory Incentive you must operate the business under the Expansion Franchise for a minimum of three years unless you transfer it to a franchisee approved by us. If, for any reason other than a transfer of business assets of the Expansion Franchise to a franchisee through transfer, either (i) the Expansion Franchise is terminated or (ii) you cease operating the van under the Expansion Franchise during the three-year period after you start, you will be required to pay us the entire Inventory Incentive you originally received, which will be immediately due and payable. Except as so provided, you will have no further obligation to us for the Inventory Incentive. This incentive is available to an existing franchisee who converts an additional van to an additional franchisee.

(b) **Veterans Discount.** If you are a veteran of the United States Armed Forces who has been honorably discharged and you are purchasing your initial Snap-on franchise, you will receive inventory with a franchisee cost of \$20,000 at no cost to you ("Veterans Discount").

(c) **Employee Discount.** If you are a Snap-on employee purchasing your initial franchise, you will receive inventory with a franchisee cost of \$20,000 at no cost to you. An employee who qualifies for the Veteran's Discount is not eligible for this employee discount, but will receive the Veteran's Discount.

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

If you are purchasing a Transfer Franchise or Renewal Franchise, you will not be required to purchase additional inventory as long as your initial inventory meets our minimum inventory requirement.

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

The initial license fee and Computer Software License Fee are non-refundable. Inventory is subject to our tool return policy, which is described in Note 3 of Item 7.

ITEM 6
OTHER FEES

Except as otherwise described below, the fees in this Item apply to all franchises. The notes following this table are an integral part of this Item, and you and your financial adviser should read this carefully.

Name of Fee	Amount	Due Date
Weekly remittance for Products and services purchased from Snap-on ¹	The minimum amount is 100% of miscellaneous charges less miscellaneous credits, plus any amount necessary to be \$1.00 under your credit limit.	Payable weekly upon receipt of the final weekly statement. Receipt means the final weekly statement including each invoice displayed electronically and which you must access.
Monthly License Fee ²	\$120.00	Payable monthly upon receipt of an invoice from us.
Computer Software Maintenance Fee ³	\$26.00	Payable monthly upon receipt of an invoice from us.
Franchise Finance Program Loan Payment ⁴	No payment for the first 90 days (interest accrues from inception of loan); thereafter, the estimated payment is \$1,350-\$1,564/month, except for a Transfer Franchise the estimated payment is \$1,259-\$2,302/month.	Payable weekly.
RA Loan Payment ⁵	\$739-\$845/month, except for a Transfer Franchise the estimated payment is \$0-\$845/month.	Payable weekly beginning six months after the time you become a franchisee.
Credit Program Payments ⁶	To be determined.	To be determined.
Open Account Payments ⁷	To be determined.	To be determined.
Transfer Fee ⁸	50% of the Initial License Fee at the time of the transfer. This fee is currently \$7,500.	Upon transfer.
Renewal Fee	50% of our then-current Initial License Fee, which is currently \$7,500.	Upon renewal.
Insurance and Other Coverage ⁹	\$4,974-\$9,213	Payable annually, quarterly or monthly.
Indemnification ¹⁰	To be determined.	To be determined.
Administrative Handling Charge ¹¹	To be determined.	To be determined.
Van Lease and Maintenance Fee Payment ¹²	\$2030-\$2317/month van lease payment plus \$325/month maintenance fee.	Payable weekly in advance (under the Snap-on Credit Van Lease Program) of each month's lease payment due date.

Name of Fee	Amount	Due Date
Van Lease Termination (under Snap-on Credit Van Lease Program)	Unless you purchase your van, you must return the van to a location designated by Snap-on Credit (estimated cost to you between \$180–\$4,100 depending on your location) and you are responsible for damage in excess of ordinary wear and tear. Up to one month's lease payment for early termination will be due (See Item 10 for a further discussion).	Upon termination.
Late charges (under Snap-on Credit Franchise Finance and Credit Programs)	Under the Franchise Finance Loan 4% over the regular rate (subject to the maximum permitted by law). Under the Snap-on Credit Van Lease Program 5% of the amount due (plus interest at 10%) for a payment delayed more than 10 days or \$10.00, whichever is greater (subject to the maximum permitted by law).	Upon failing to make timely payment.
Charges for insufficient funds or dishonor of payment under Snap-on Credit Franchise Finance and Credit Programs or for payment to Snap-on	Up to \$25.00, which may increase during the term of your Franchise Agreement.	Upon dishonor of payment by check, ACH or similar instrument.
Training ¹³	\$0–\$2,000	At time of training.

NOTES:

- 1 **Weekly Remittance.** As of the effective date of this disclosure document, this is the minimum payment due us each week for **Products** and services purchased from us on credit. We have the right to unilaterally change payment terms at any time.
- 2 **Monthly License Fee.** This is a nonrefundable fee payable to us, which we may increase once each calendar year by an amount up to the lesser of either \$50.00 or 25% of the existing Monthly License Fee.
- 3 **Computer Software Maintenance Fee.** The monthly maintenance fee is payable to us and is not refundable.
- 4 **Franchise Finance Program Loan Payment.** If you desire to finance your franchise through Snap-on Credit, Snap-on Credit may lend funds to you through the Franchise Finance Program for certain initial investment costs.

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

The payments described in the table above are for a loan of \$111,270 and a loan of \$103,770–\$163,770 for a Transfer Franchise at the fixed rate of interest of 7.60% on the low end and 10.88% on the high end, calculated as of January 13, 2017, which will be repaid over 10 years and includes the following:

	<u>Franchise</u>	<u>Transfer Franchise</u>
Initial License Fee	\$15,000	N/A
Transfer Fee	N/A	\$7,500
Initial Inventory	\$115,500	\$115,500
Computer Software License Fee	\$770	\$770
RA Acquisition	N/A	\$0–\$60,000
<i>Subtotal</i>	<i>\$131,270</i>	<i>\$123,770–\$183,770</i>
Less Down Payment	\$20,000	\$20,000
AMOUNT FINANCED	<u>\$111,270</u>	<u>\$103,770–\$163,770</u>

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

For purposes of the illustration, we assume that the inventory for a Transfer Franchise will be \$115,500. In many cases, the actual inventory for a Transfer Franchise will exceed that amount and result in a higher weekly payment.

RA Acquisition is the RA you purchase from the predecessor franchisee who previously sold to customers on your List of Calls or Snap-on, if Snap-on purchased the predecessor franchisee's RAs.

For purposes of the illustration, the lower payment under the Transfer Franchise assumes that you finance no RA Acquisition and at the high end \$60,000.

If you acquire RA from a predecessor franchisee under a Transfer Franchise and desire to finance it, Snap Credit may agree to finance the RA Acquisition through the Franchise Finance Program Loan. The RA you acquire as part of a Transfer Franchise may be greater than \$60,000 and result in a higher weekly payment than the high end in the illustration. See Item 10 for a further discussion regarding the financing of RA Acquisition as part of the RA Financing Program Loan.

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

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

⁵ **RA Loan Payment.** As long as you do not obtain financing from a lender (other than Snap-on Credit) who requires a lien on your business assets, Snap-on, under our RA Financing Program will make interest free financing available to you to acquire and develop RA accounts or in the case of a Transfer Franchise to develop RA and acquire RA that is not financed as part of the Franchise Finance Program Loan. This financing by Snap-on must be repaid no later than six months after you commence operation under the franchise.

For a Transfer Franchise, Snap-on will make the RA Financing Program available to you as long as you are financing less than \$60,000 in RA Acquisition as part of Franchise Finance Program Loan. If you qualify, the amount Snap-on will make available to you under the RA Financing Program is \$60,000 less the amount of your RA Acquisition financed through your Franchise Finance Program Loan.

This financing is not available if you are purchasing a Renewal Franchise.

Snap-on Credit may make funds available to pay Snap-on under Snap-on Credit's RA Loan Program as long as you owe \$10,000 or more under the Snap-on RA Financing Program. The payment described in the table above is for an amount borrowed from Snap-on Credit of \$60,000 at the interest rate being offered to new franchisees, which if calculated on January 13, 2017, would be between 7.60% and 10.88%, amortized over 9 years 9 months. The amount borrowed assumes that you utilized the entire \$60,000 available under Snap-on's RA Financing Program. As to a Transfer Franchise, the amount borrowed assumes on the low end that you do not have a RA Loan and on the high end that you utilized the entire \$60,000 with an interest rate of 10.88% amortized over 9 years 9 months.

Your loan payment may be higher or lower depending on the amount you pay to Snap-on and the applicable interest rate at the time of financing. The term of your RA Loan is generally the same as the remaining term of your Franchise Finance Program Loan. See Item 10 for a further discussion of the RA Financing Program offered by Snap-on and the RA Loan Program offered by Snap-on Credit.

- 6 **Credit Program Payments.** Snap-on Credit may make credit programs ("Credit Programs") available to you to finance your qualifying customers' purchases of **Products**. If you choose to participate in the Credit Programs, these programs give you immediate credit on your Snap-on weekly invoice for sales to customers.

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

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

- 8 **Transfer Fee.** Paid by buyer in the amount of the transfer fee in effect when you transfer the assets of your franchise with our approval. The current transfer fee includes initial training for the transferee, which we estimate to have a cost of \$2,000.

- 9 **Insurance and Other Coverage.** Upon request, you will submit written evidence that you have obtained the insurance and other coverage required by the Franchise Agreement from any insurance carrier of your choice, provided that it is acceptable to us. We will not unreasonably withhold acceptance of a carrier, but at a minimum, it must be rated “A” or better by Best’s Insurance Reports. If your insurance carrier cancels or fails to renew any of your insurance policies (other than commercial business auto liability insurance), we must be notified and we can obtain the insurance for you (but we are not obligated to do so) and invoice you for the actual cost of the insurance. You must pay this invoice within 5 business days.

You may obtain the required insurance and other coverage through the Snap-on Franchisee Insurance Program, to the extent offered. If you choose to do so, we will collect premiums on behalf of the insurer. These payments are not refundable. Under Snap-on SecureCorp insurance programs, Snap-on SecureCorp acts as the plan administrator and in most states the claims adjuster for the insurer of the Franchisee Inventory Insurance Coverage Program which we offer. Insurance coverage under all Snap-on insurance programs is provided by third party insurers, but an affiliate of Snap-on SecureCorp may also act as the re-insurer of some or all of the coverage insured.

Based on information available to us, we estimate that the cost to you for required insurance will range from \$4,974 to \$9,213 per year, but premiums may be payable monthly or quarterly. Your insurance on your inventory must contain a loss payable clause naming Snap-on, and if you participate in the Franchise Finance Program, Snap-on Credit as loss payee(s) as their interests may appear. If you participate in the Snap-on Credit Van Lease Program, your van insurance must also contain a loss payable clause naming the lessor as loss payee for risk and additional insured for liability.

- 10 **Indemnification.** Under the Franchise Agreement, you agree to indemnify us and our affiliates for all losses and expenses from any action relating to the operation of your franchise except as otherwise provided in the Franchise Agreement (See Item 9).
- 11 **Administrative Handling Charge.** We may periodically charge an administrative handling charge to cover our administrative costs of handling advertising promotion and may result in a lower discount to you for **Products** you sell under those promotions.
- 12 **Van Lease and Maintenance Fee Payment.** The fee amount in the table above assumes that you elect to lease a van through Snap-on Credit. The lower payment is for a new van with a cost of \$125,000 and is calculated with a lease rate of 7.60% for a 72-month period. The higher payment is for a new van with a cost of \$130,000 and is calculated with a lease rate of 10.59% for a 72-month term. The lease rates are the rates effective January 13, 2017, and will vary based on Snap-on Credit’s assessment of your credit. You also pay a maintenance fee of \$325 per month.

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

- (i) **Delivery Charge** – This is a one-time charge, which we estimate will range between \$180 to \$4,100 depending on where you are located within the continental United States. This amount will be exceeded in Alaska and Hawaii, but it is not possible to give an accurate estimate. We will provide a quote to Alaska and Hawaii prospective franchisees prior to signing your Franchise Agreement. Although none currently exists, it is possible that a delivery fuel surcharge may be instituted during the effective period of this disclosure document.

(ii) **Sales and/or Use Tax (“Sales Tax”) and Personal Property Tax (“Personal Property Tax”)** – This varies by the state in which you are located. Sales Tax is sometimes charged on the lease payment and ranges up to 12% of the lease payment. Some states may charge Sales Tax at their applicable rate and/or a Personal Property Tax up to 4% on the purchase price of the van. When Sales Tax is charged on the purchase price, that amount will be included in the cost of the lease and will increase your monthly payment accordingly. When Personal Property Tax is assessed by the state, that amount will be billed separately by the state or by Snap-on Credit. Some states have no applicable Sales Tax or Personal Property Tax and some states include the tax in the annual license fee you must pay to the state.

(iii) **Documentation Fee** – This is a one-time fee of \$350 charged by Snap-on Credit.

It is possible that you may acquire a used van which could have a higher monthly payment, which we estimate will not exceed \$50.00 per month in excess of the monthly lease payment for a new van as reflected in the table above, but the total payments you make during the lease term should be less than the total payments during the lease term for a new van.

Your exact monthly payment will depend on the cost of the van you acquire, any required down payment, the residual (price at which the van can be purchased at the end of the lease), the lease term available for that van and the applicable lease rate. Snap-on Credit collects the lease and maintenance fee payments from you on a weekly basis and pays them to the van lease company (if a third party lessor is used) and fleet administrator respectively. See Item 10 for a further discussion of the van and maintenance requirements and the Snap-on Credit Van Lease Program.

¹³ **Training.** You will not incur a training fee at the time you purchase your initial franchise. If you purchase an Expansion Franchise the following will apply: (i) no training fee for your initial Store Manager under an additional franchise and (ii) a fee of \$2,000 for training each additional Store Manager applicable to such additional franchise. This is the fee that is currently in effect, but we reserve the right to change the fee during the term of your Franchise Agreement. See Item 11 for a further description of the training fee and the training program.

ITEM 7 **YOUR ESTIMATED INITIAL INVESTMENT**

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

While you are not required to do so, most new franchisees elect to finance a significant portion of the initial investment of the franchise through the Franchise Finance Program offered through Snap-on Credit and described in Item 10 and throughout this disclosure document. The first column of the following table shows the estimated out-of-pocket expenses (described, where applicable, by a low-high range) of a typical franchisee who participates in the Franchise Finance Program. The second column shows the total estimated initial investment amounts (described, where applicable, by a low-high range), a portion of which you may be able to finance through the Franchise Finance Program or other third-party sources.

	Estimated Range of Initial Investment		Method of Payment	When Due	To Whom Payment is to be Made
	Out-of-Pocket Expenses with Franchise Finance Program Financing	Estimated Total Initial Investment Range			
Real Estate ¹	\$0	\$0			
Initial License Fee ²	\$0	\$7,500-\$15,000	Lump sum	Upon signing	Snap-on
Initial Inventory ³	\$0	\$105,500-\$115,500	Lump sum	When invoiced	Snap-on or predecessor franchisee if transfer
Technology Package ⁴	\$0-\$3,000	\$0-\$3,000	Lump sum	When invoiced	Snap-on
Electronic Signature Pad ⁵	\$0-\$200	\$0-\$200	As agreed	As agreed	Third parties
Supplies ⁶	\$0-\$400	\$0-\$400	Lump sum	When invoiced	Snap-on
Van ⁷	\$2,705-\$2,992	\$50,000-\$130,000	As agreed	As agreed	Van Leasing Company, or predecessor franchisee if transfer
Van Insurance ⁷ (3 months)	\$500-\$1,500	\$500-\$1,500	As agreed	As agreed	Third Parties, Snap-on Secure Corp.
Van Delivery Charge ⁷	\$180-\$4,100	\$180-\$4,100	Lump sum or as agreed	Prior to start of operation	Third Parties
License ⁷	\$200-\$2,400	\$200-\$2,400	As agreed	As agreed	Third Parties
Acquisition / Development of Revolving Accounts ⁸	\$0	\$0-\$60,000	Lump sum	Prior to start of operation	Predecessor franchisee or Snap-on
Other Equipment, Fixtures and Expenses ⁹	\$150-\$170	\$150-\$170	As agreed	As ordered	Suppliers; Snap-on; predecessor franchisee if transfer
Computer Software License Fee ¹⁰	\$0	\$770	Lump sum	Prior to start of operation	Snap-on
Documentation Fee with Snap-on Franchise Finance Loan ¹¹	\$100-\$250	Not applicable	Lump sum	At time of first loan payment	Snap-on Credit
Minimum Down Payment with Franchise Finance Program ¹²	\$20,000	Not applicable	Lump sum	At time loan documents are signed.	Snap-on
Additional Funds - 3 Months ¹³	\$11,768-\$17,191	\$4,703-\$17,191	As incurred	As incurred	Third Parties
Estimated Total Initial Franchise Expense ¹⁴	\$35,603-\$52,203	\$169,503-\$350,231			

NOTES:

- ¹ **Real Estate.** You do not have to purchase or lease real estate, unless local laws may prohibit you from parking your van at your residence, which will mean that you will be required to lease space to park your van away from your residence. If you desire office space for completing and maintaining your records, you would typically use a room in your residence.
- ² **Initial License Fee.** See Item 5 for a description of the initial license fee applicable to you. Snap-on Credit may offer financing for the Initial License Fee through the Franchise Finance Program (See Item 10).
- ³ **Initial Inventory.** We sell **Products** to you at a discount from suggested prices, currently ranging between 10% and 43%. We require that you begin operations with an initial inventory

having a suggested retail price approximately between \$155,000 to \$170,000 and a cost to you between \$105,500 to \$115,500. Your initial inventory may include up to \$1,000, at franchisee cost, of demonstration tools ("Demonstration Tools"), which we select for you. Demonstration Tools are not intended for resale, but rather to assist you in the sale of tools to your customers. If you choose to purchase more inventory, this amount will be higher.

If you are purchasing a Transfer Franchise, you will purchase all or part of this inventory from the franchisee whose assets you are buying. However, you may need to purchase additional inventory so that your total new, current and saleable inventory has a suggested retail price approximately between \$155,000 to \$170,000 and a current franchisee cost between \$105,500 and \$115,500.

If you are either a veteran of the United States Armed Forces who has been honorably discharged from the service, are an employee of Snap-on, or you are purchasing an Expansion Franchise, your investment in inventory will be reduced or you will receive additional inventory as described in Item 5.

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

All **Products** are subject to the terms of our tool return policy in effect on the date you return the **Product**. Under the current policy, you may return current **Product** you purchased from us (excluding tool storage, diagnostics and various other categories that are designated as not returnable) in new, unused, saleable condition and in original packaging. We do not give credit for **Products**, which we no longer manufacture or distribute or **Products** specially made or ordered for you or a customer. Under our current tool return policy, we make available the status of items that a franchisee can look up electronically. Once an item is moved to discontinued status you have six (6) weeks to return it for credit, and after that time, it is no longer returnable. Demonstration tools are not returnable. We may change our tool return policy for **Products** during the effective period of this disclosure document or during the term of your Franchise Agreement, including imposing a restocking fee or otherwise limiting or restricting your ability to return **Products**.

- 4 **Technology Package.** This is included in the initial license fee, except in the case of a Transfer Franchise or Renewal Franchise. You will only be required to make this purchase if it is not included in the initial license fee and at the time you sign the Franchise Agreement your equipment does not meet the then-current specifications of Snap-on as more particularly described in Item 11.
- 5 **Electronic Signature Pad.** If you elect to participate in the Extended Credit Program (See Item 10), you will need an apparatus that accepts electronic signatures. If you choose to lease the All-In-One Device that is available through Verifone (See Items 8 and 11), you will not need to purchase a separate electronic signature pad and you will not incur any additional cost above the cost of the lease. If you choose not to lease the All-In-One Device from Verifone, you will need to purchase the Topaz, T-s261-HSB, which will allow you to accept electronic signatures on EC Contacts. You may purchase the Topaz electronic signature pad through any retailer you choose. The Topaz electronic signature pad will cost you about \$200.
- 6 **Supplies.** We provide you with supplies with an approximate franchisee cost of \$400, which is included in the initial license fee, except in the case of a Transfer Franchise or Renewal Franchise.
- 7 **Van.** The estimated cost of this item reflects what we believe to be the initial cost of leasing or purchasing outright a fully-equipped van (including the required security system) that meets

the specifications contained in the Snap-on Program (the "Program Van"). Snap-on Credit offers van leasing under the Snap-on Credit Van Lease Program. Unless you are participating in the Franchise Finance Program, which requires a van lease and maintenance package, you may purchase or lease Program Van from any supplier or leasing company with our prior approval, which will not be unreasonably withheld.

If you are purchasing a Transfer Franchise or Expansion Franchise by purchasing assets from an existing franchisee and the agreement you reach with the selling franchisee includes the van used by that franchisee in his business, you may purchase or lease that van with our approval of the type and condition of the van. Many of our franchisees currently use a 16-foot van and this fact alone will not disqualify the van for use in your business. We will not unreasonably withhold our approval. If you are participating in the Franchise Finance Program, a waiver of the Program Van requirement by Snap-on Credit will also be required, which will not be unreasonably withheld.

The out-of-pocket expenses with Franchise Finance Program financing in the table above assumes your election to participate in the Snap-on Credit Van Lease Program. The low range is for a new van with a cost of \$125,000 and is calculated with a lease rate of interest of 7.60%, which is the lowest lease rate of interest available on January 13, 2017, for a 72-month lease term. The high range is for a new van with a cost of \$130,000 calculated with a lease rate of interest of 10.59%, which is the highest lease rate of interest charged on January 13, 2017, for a 72-month lease term. The amount in the table under out-of-pocket expenses with Snap-on Franchise Finance Program financing, which represents the advance payment, includes (i) the lease payment for the first month at the low range of \$2,030 and at the high range of \$2,317, (ii) the maintenance fee for the first month of \$325 and (iii) the one-time documentation fee of \$350. See Item 6 for a discussion of Sales Tax and Personal Property Tax, which might increase your initial investment.

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

(i) **Van Insurance.** We estimate that your annual premium for your van insurance will range between \$2,000 and \$6,000; however, this amount may be higher based on the driving record of the individual primarily driving the van and location of your List of Calls. The annual premium may be paid monthly or quarterly. The table above reflects the first quarterly payment for this premium as part of your initial investment.

(ii) **Van Delivery Charge.** This is a one-time charge, which we estimate will range between \$180 to \$4,100 depending on where you are located within the continental United States. This amount will be exceeded in Alaska and Hawaii, but it is not possible to give an accurate estimate. We will provide a quote to our Alaska and Hawaii prospective franchisees prior to signing the Franchise Agreement. Although none currently exists, it is possible that a delivery fuel surcharge may be instituted during the effective period of this disclosure document.

(iii) **License.** We estimate that your annual license fee paid to your state will range between \$200 and \$2,400. The table above reflects your first year's license payment as part of your initial investment.

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

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

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

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

RA Acquisition/Purchasing and Rejecting RAs. As discussed above, the predecessor franchisee who previously sold to customers on your List of Calls or Snap-on, if Snap-on purchased the predecessor franchisee’s RAs, will probably offer you the opportunity to purchase the RAs. There are two ways to purchase these RAs.

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

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

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

For a Transfer Franchise, the RAs that you purchase and the RA Acquisition amount is decided between you and the predecessor franchisee. The 45-day period described above will usually not apply to a Transfer Franchise because you and the predecessor franchisee will have verified the accuracy of the RA prior to the transfer.

Purchase Price. The purchase price for the RAs you purchase is 75% of the balance due of each RA sold unless you and the predecessor franchisee agree to a different amount. This discount from the balance due is intended to compensate the purchaser for collecting the RAs and assuming the bad debt risk on the RAs.

See Item 10 for a description of available financing of RA Acquisition and RA Development under the RA Financing Program with Snap-on and the RA Loan Program with Snap-on Credit.

- 9 **Other Equipment, Fixtures and Expenses.** This item covers miscellaneous expense items and optional items you choose to purchase to assist you in the operation of your franchise.

- ¹⁰ **Computer Software License Fee.** This is a one-time license fee that you pay us for the initial installation of the proprietary software necessary to operate your store.
- ¹¹ **Documentation Fee with Snap-on Franchise Finance Loan.** A one-time documentation fee is required by Snap-on Credit at the time loan documents are signed. It is \$250, but if you are an existing franchisee purchasing an additional franchise, it will be \$100.
- ¹² **Minimum Down Payment with Franchise Finance Program.** If you take part in the Franchise Finance Program, you must make a minimum down payment of \$20,000, although Snap-on Credit may require a higher down payment or reduce the down payment. As used in this disclosure document, down payment shall represent funds deposited into the operation of the business for which your business assets are not used as collateral.

If you obtain financing from a lender other than Snap-on Credit, that lender will determine the amount of any required down payment. Unless a Small Business Administration (“SBA”) loan guarantee is involved, Snap-on will require that the lender subordinate its security interest in your business assets to the security interest of Snap-on in those business assets in a minimum amount of \$40,000 to secure the credit line that we make available to you to purchase **Products** from us. If an SBA guaranteed loan is involved, the lender subordination is not required, but you will be required to sign SBA Addendum (see Addendum to the Snap-on Tools Franchise Agreement (SBA Guarantee Loan), Appendix I.1.C.6.B). The SBA also requires you to sign an addendum to the Franchise Agreement for the loan to be guaranteed (see Mandatory SBA Addendum to Franchise Agreement, Appendix I.1.C.6.A).

- ¹³ **Additional Funds – Three Months.** This item estimates initial start-up expenses for your first three months of operation. This item includes expenses for legal entity incorporation or organization, fuel, telephone and other communications, van maintenance, van lease payments, required insurance (other than van insurance), monthly license fee, monthly software maintenance fee, sales materials (see Item 11 under Advertising for a description), bank and credit card service charges and certain miscellaneous expenses.

The estimate of Additional Funds does not include any draw or salary for you or any employee salary or other expenses applicable to your employees, such as workers compensation, unemployment and employer’s contribution to social security tax. In the case of an Expansion Franchise or when hiring any employee(s) for your franchise, it is important that you carefully budget these expenses based on the employment arrangement you agree on with your employee(s). These figures are estimates; we cannot guarantee that you will not have additional expenses starting the business. Your costs will depend on factors such as: your management skills, experience and business acumen; local economic conditions; the local market for your **Products** and services; competition and the sales level reached during the initial period.

- ¹⁴ **Estimated Total Initial Franchise Expense.** There will be a period of time after you sign the Franchise Agreement and before you begin operations when you will not be earning any income. There also will be a period of time after you begin operations when your cash flow may be insufficient to permit you to draw a salary. You should have sufficient funds to permit you to cover living expenses during these periods. In your financial planning you should take into account your personal living expenses during these periods of no income or low cash flow.

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

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

END OF NOTES

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

ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

“**Products**” include two different groups of merchandise:

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

Products manufactured by or for us are only available from us. **Products** distributed (but not manufactured by or for Snap-on) may be obtained from other distributors as well as from us.

Unless you are purchasing a Renewal Franchise or a Transfer Franchise, you must purchase your initial inventory of **Products**, which we pre-select, from us. We pre-select your initial inventory so that you have a balanced inventory to start your franchise. If you are purchasing the assets of a current Snap-on franchisee as a Transfer Franchise, you may purchase all or part of your initial inventory from that franchisee. In such a case, if you purchase less than the amount of inventory required under the Snap-on Program, you must purchase the difference from us.

In order to emphasize the Snap-on brand, you will not sell items of merchandise which are directly competitive with the **Products** that are manufactured by or for us, except items of merchandise that you have taken as a trade-in. You can sell these trade-ins to customers at stops on your List of Calls. Also, you will not sell items that are inappropriate or inconsistent with a business selling tools and equipment.

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

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

You must purchase insurance meeting the specifications provided in the Franchise Agreement as supplemented and changed from time to time in the Operations Manual from an approved insurance company. Approval of the insurance company will not be unreasonably withheld. The

minimum criteria for approval is an insurance company rated “A” or better by Best Insurance Reports. Certain insurance may be purchased through Snap-on SecureCorp. Snap-on SecureCorp derives revenue from insurance purchased through them, but not from insurance purchased through an approved insurance company.

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

You are not required to advertise, but if you elect to do so, print advertising and promotional materials may be purchased from any source, but must comply with brand guidelines which we publish in the Operations Manual and tells you how to use the Snap-on trademarks. Advertising materials may only be used to advertise to customers and potential customers at stops on your List of Calls. We do not derive revenue from advertising or promotional materials not purchased from us.

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

In the fiscal year ending December 31, 2016, our revenue from the sale of **Products** to franchisees and Independents in the United States was \$1,220,674,714 or 93.45% of our total revenue of \$1,306,178,070. In the fiscal year ending December 31, 2016, we also received \$8,098,231 in revenue as a result of purchases by franchisees and Independents, from designated third party suppliers of promotional items and licensed products; \$1,663,251 from software licensing and maintenance; and \$1,225,349 from fees paid to Snap-on by Paymentech. These figures are derived from our financial statements, work papers and other documentation.

Snap-on Credit derives revenue from payments made by franchisees and Independents for van leasing and other credit programs. Snap-on Credit’s revenue (which includes, without limitation, the interest component and fees collected by franchisees from their customers and remitted to Snap-on Credit under the Credit Programs) in the fiscal year ending December 31, 2016, was \$244,536,085. Snap-on SecureCorp derived revenue from insurance premiums in the fiscal year ending December 31, 2016, of \$17,172,467. In fiscal year ending December 31, 2016, Snap-on Equipment derived revenue from equipment sales to franchisees of \$359,313.

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

We generally do not use approved suppliers. For a limited number of items, such as promotional items, we approve specific suppliers and you are required to use those suppliers if you elect to purchase those items. Other than the arrangements described above, we do not negotiate purchase arrangements with suppliers for the benefit of franchisees, and we do not provide material benefits to franchisees for using any approved supplier. Some of our officers may own nominal interests in certain publicly traded suppliers.

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

ITEM 9
FRANCHISEE’S OBLIGATIONS

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

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

Obligation	Section in Agreement	Disclosure Document Item
m. Maintenance, appearance and remodeling requirements	Sections 3, 6 and 8 of Franchise Agreement Section 3 of Loan and Security Agreement Section 9 of Vehicle Lease Agreement Van Maintenance Agreement Acceptance Certificate	Items 10, 11 and 17
n. Insurance	Section 17 of Franchise Agreement Section 3.e of Loan and Security Agreement Section 10 of Vehicle Lease Agreement	Items 6, 7, 8, 10 and 11
o. Advertising	Sections 11 and 13 of Franchise Agreement Section 5 of Franchisee Web Participation Agreement	Items 6, 8, 11 and 13
p. Indemnification	Section 24 of Franchise Agreement [see also "Security Interest" at item z., below] Section 8 of Loan and Security Agreement Section 14 of Vehicle Lease Agreement Section 6 of Franchisee Servicing Agreement Section 9 of Snap-on Tools Software License and Support Agreement	Items 6 and 10
q. Owner's participation / management / staffing	Section 8.B of Franchise Agreement	Item 15
r. Records and reports	Section 5 of RA Financing Agreement Section 5.b(vi) of Loan and Security Agreement Section 9 of Franchisee Servicing Agreement	Items 8 and 11
s. Inspections and audits	Section 3.c of Loan and Security Agreement Section 9 of Franchisee Servicing Agreement Section 8 of Vehicle Lease Agreement Section 5 of Snap-on Tools Software License and Support Agreement Section 5 of RA Financing Agreement	Item 11
t. Transfer	Section 18 of Franchise Agreement Addendum to Snap-on Tools Franchise Agreement (Transfer Franchise) Section 5.a(i) and 9.l of Loan and Security Agreement Section 9.a) of RA Financing Agreement Section 18 of Franchisee Servicing Agreement Section 17 of Vehicle Lease Agreement Section 2.2 and 14 of Snap-on Tools Software License and Support Agreement Section 13.2 of Franchisee Web Participation Agreement	Item 17
u. Renewal	Section 3 of Franchise Agreement Addendum to Snap-on Tools Franchise Agreement (Renewal Franchise) Sections 2 and 21 of Vehicle Lease Agreement Section 18 of Franchisee Servicing Agreement	Item 17
v. Post-termination obligations	Sections 21 and 22 of Franchise Agreement Sections 3(i) and 7 of Loan and Security Agreement Section 22 of Franchisee Servicing Agreement Section 10.5 of Snap-on Tools Software License and Support Agreement Sections 13, 15, 16, 21 and 24 of Vehicle Lease Agreement	Items 10 and 17
w. Non-competition covenants	Sections 1, 8 and 22 of Franchise Agreement	Items 12 and 17
x. Dispute resolution	Section 25 of Franchise Agreement Section 9a-e of Loan and Security Agreement Section 15 of Franchisee Servicing Agreement Section 28 of Vehicle Lease Agreement Section 5.i of Van Maintenance Agreement Section 11 of Snap-on Tools Software License and Support Agreement	Items 10 and 17
y. Van / Van Lease Requirements	Section 8.G of Franchise Agreement Sections 2.d, 2.e and 5.b(v) of Loan and Security Agreement Vehicle Lease Agreement Van Maintenance Agreement	Items 6, 7, 8 and 10
z. Security Interest	Section 9 of Franchise Agreement Addendum to Snap-on Tools Franchise Agreement (SBA Guaranteed Loan) Sections 3 and 5 of Loan and Security Agreement Section 13 of Franchisee Servicing Agreement Section 23 of Vehicle Lease Agreement Section 7 of RA Financing Agreement	Item 10

Obligation	Section in Agreement	Disclosure Document Item
aa. Revolving Accounts	Section 10.A of Franchise Agreement Sections 2 and 5.a(v) of Loan and Security Agreement RA Financing Agreement RA Loan Addendum to Loan and Security Agreement RA Note	Items 5, 6, 7 and 10
bb. Computer and Computer Software	Section 8.H of Franchise Agreement Snap-on Tools Software License and Support Agreement Section 3 of Franchisee Web Participation Agreement Section 5 of Franchisee Servicing Agreement	Items 5, 6, 7, 8 and 11
cc. List of Calls	Section 1 of Franchise Agreement	Items 1, 12 and 16

ITEM 10 **FINANCING**

Snap-on Credit and Snap-on offer certain financing programs described below. If you choose to finance with Snap-on Credit and you meet all the requirements, Snap-on Credit may lend you funds to cover certain initial investment costs and expenses of your franchise. Snap-on Credit may also lend you funds to cover initial investment costs and expenses for an additional franchise to purchase additional inventory, finance your RAs or recapitalize your business. Snap-on Credit is owned by Snap-on Incorporated.

Franchise Finance Program

Through the Franchise Finance Program, Snap-on Credit offers a loan program to approved applicants to finance a substantial portion of your initial investment. While interest accrues from the inception of the loan, you will not have any scheduled payments during the first 90 days. Repayment of principal and interest is financed and amortized over a term of 10 years. Snap-on Credit finances the following initial investment categories set forth in Item 7: initial license fee, initial inventory and Computer Software License Fee and for a Transfer Franchise, RA Acquisition that is not subject to a post-closing investigation period. See Item 7 for a discussion of the amount of each of these investment categories. If you are borrowing funds to finance these initial investment costs for an Expansion Franchise, you must pay off any pre-existing debt outstanding on your current franchise, other than any pre-existing liability to Snap-on Credit, prior to borrowing any funds under the Franchise Finance Program for the additional franchise. Snap-on Credit may, in its sole discretion, lend you additional funds to pay your pre-existing debt.

Down Payment. You must make a minimum down payment of \$20,000; however, Snap-on Credit may require a larger down payment or reduce the down payment. If you are (i) a current or former Snap-on or Snap-on affiliate employee (which does not include employees of a franchisee), (ii) a franchisee relocating your franchise, (iii) a current or former member of the Armed Forces, or (iv) a franchisee acquiring an Expansion Franchise and have satisfactory credit, Snap-on Credit may waive all or part of this requirement. If you are purchasing a Transfer Franchise and are financing significant assets greater than the standard amounts, it is likely that Snap-on Credit will require a higher down payment.

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

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

Interest. The Promissory Note(s) will bear interest at a fixed rate set at least seven days before you sign the Franchise Agreement and will not change during the term of the loan. The interest rate will be the then current yield to maturity of like-term United States Treasury Obligations published by the *Wall Street Journal* (the "Treasury Rate") plus an additional amount, between 5 and 8.5 percentage points, subject to a minimum interest rate charged a new franchisee of 7.60% and an Expansion Franchisee of 6.90% and maximum interest rate, which is the maximum rate permitted by applicable law. As of January 13, 2017, the annual percentage rate of interest charged under the Franchise Finance Program was between 7.60% and 10.88% for a new franchisee and between 7.38% and 10.88% for an Expansion Franchisee. Subject to the minimum and maximum interest rates specified above, the interest rate you will pay will be determined by the Treasury Rate at the time the loan is made and the additional amount you will be charged will be determined by your credit history.

Determination of Loan Amount and Borrowing. If you are approved by Snap-on Credit, the loan amount for which you will be approved will be an amount equal to the initial license fee; initial inventory (provided the initial inventory amount does not substantially exceed the estimated initial inventory amount reflected in Item 7) and the Computer Software License Fee and for a Transfer Franchise, RA Acquisition that is not subject to a post-closing investigation period, less the required down payment. This loan will typically not be approved unless the minimum Approved Loan Amount is at least \$25,000.

Term, Payment Requirements. You will not have any scheduled payments during the first 90 days after you sign the Loan and Security Agreement, although interest will accrue from the inception of the loan. On the first Monday after the 90th day of the term of your loan you will make your first weekly installment payment of principal and interest. The amount of each installment payment will be sufficient to pay your loan over 10 years or such lesser term as specified in your credit approval and loan documents. You will be required to make level payments of principal and interest over the applicable term of the loan, but you will be required to pay any remaining balance, accrued but unpaid interest, or any other amounts due under this loan with the last installment.

Prepayment. You may prepay your loan in full or in part without penalty at any time. Prepayments will be applied first to any accrued but unpaid fees or interest and the remainder, if any, will be applied to reduce principal in inverse order to maturity and will not relieve you from continuing to make the same weekly payments until the Promissory Note is fully paid.

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

Snap-on RA Financing Program

Unless you are purchasing a Transfer Franchise or a Renewal Franchise, we provide you with a credit line (“RA Line of Credit”) up to the amount of \$60,000 (the “credit cap”) to fund the acquisition of RAs from a predecessor franchisee and develop additional RAs. If your RA Acquisition exceeds \$60,000, the credit cap will be increased to equal the amount of the RA Acquisition. The RA Line of Credit also allows you to pay for the cost of the Products you sell your customers as RA sales, which is RA Development (See Item 7 for a discussion of RA). Your available credit under the credit cap will be increased by the amount of any RA Acquisition you later reject. You will be able to finance your RA Acquisition and RA Development under the RA Line of Credit for a period of time not to exceed 6 months. You will be able to obtain credit weekly against this credit cap in an amount equal to 75% of the difference between the amount you sell to customers on RA, and the amount of RA you collect from them in that week. If you collect more from your RAs than you sell on RAs in any week, you will be charged back 75% of that amount, and your available credit under the credit cap will be increased by the amount of the charge. We also process adjustments to reflect changes in your total RA balance, such as to reflect RA accounts written off to bad debts. In the case of an RA account written off, 75% of the RA account balance being written off will be charged to you and the available credit under the credit cap will be increased by the amount of the charge.

You can participate in the RA Financing Program as long as you are not borrowing funds from a lender, other than Snap-on Credit, who requires a pledge of your business assets, or in the case of an SBA Guaranteed loan, a pledge of your RA. If you participate in the RA Financing Program, you must sign the RA Financing Agreement (attached as Appendix I.6.A.1). No fees or interest will be accrued or charged under this Program. If you are purchasing a Transfer Franchise and your RA Acquisition financed through your Franchise Finance Program Loan is less than \$60,000, the RA Line of Credit may be used for RA Development and RA Acquisition not financed through your Franchise Finance Program Loan. The credit cap will be decreased to equal \$60,000 less the amount of your RA Acquisition financed. Snap-on will not offer a RA Line of Credit to you if the financed portion of your RA Acquisition is \$60,000 or more.

You must repay the amount borrowed under the RA Line of Credit six months after you start the program. Provided you qualify and the amount due is at least \$10,000, Snap-on Credit may agree to finance this amount due through the RA Loan Program up to the maximum amount of 75% of the balance due on your RA accounts that have been active during the last 45 days. If the amount due is less than \$10,000, your Snap-on weekly invoice will be charged the full amount due.

This RA Line of Credit for franchisees is not available for a Renewal Franchise.

RA Loan Program

If you apply and are approved by Snap-on Credit to participate in the RA Loan Program, you must sign an RA Loan Addendum (which makes this loan subject to the terms and conditions of the Loan and Security Agreement described under the Franchise Finance Program) and RA Loan Promissory Note (“RA Note”) for the balance due under the Snap-on RA Financing Program. This loan will be amortized over a period of time not to exceed the time remaining on the term of your existing Promissory Note (not including any renewals) or, if you do not have a Promissory Note, the time remaining on the term of your Franchise Agreement (also not including any renewals). You may request that the loan be amortized over a longer period than the remaining term of your existing Promissory Note, and subject to Snap-on Credit’s approval, a longer term may be granted up to the maximum term remaining on your Franchise Agreement. Under the RA Note, you will be required to repay the amount borrowed in equal weekly installments. If the term of your existing Promissory Note is 10 years 90 days, then the term of the RA Note will equal 10 years 90 days less the time which has elapsed since you signed your existing Promissory Note. The RA Note

will permit and require prepayment as described under the Franchise Finance Program. You will be required to pay a documentation fee of \$100 at the time you sign your loan documents.

The rate of interest for this program will be the rate being offered to new franchisees entering the Franchise Finance Program at the time you enter into the RA Note and will not change during the term of the loan. The minimum interest rate for a new franchisee is 7.60% and an Expansion Franchisee is 6.90% and the maximum interest rate is the maximum rate permitted by applicable law. As of January 13, 2017, the rate was between 7.60% and 10.88% for new franchisees and between 7.38% and 10.88% for Expansion Franchisees. Prior to entering into the RA Loan no interest or fees of any kind will be accrued or charged under the RA Financing Program with Snap-on described above.

Assignment of Financing by Snap-on Credit

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

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

Van Requirements and Van Leasing

Van Requirements under the Franchise Finance Program. Under the Franchise Finance Program, you must lease a Program Van (which may be new or used and differ as to the type of van) from Snap-on Credit. As of the date of this disclosure document we estimate that the cost of a fully equipped new Program Van will be between \$125,000 and \$130,000. Snap-on Credit leases vans through the Snap-on Credit Van Lease Program (described below) under a Vehicle Lease Agreement (a sample copy of which is attached as Appendix I.7).

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

Snap-on Credit will waive the requirement that you lease a Program Van from a designated source if you acquire a van free and clear (that is, with no ongoing payment obligations like a lease or loan payment). Snap-on Credit may also waive this requirement if Snap-on Credit provides you with financing to purchase your franchise from a current franchisee. In all cases, you must acquire a van which meets the requirements and specifications of the Snap-on Program, and you must meet all other requirements of the Franchise Finance Program, including age and other limitations on the van. You must continue with a Program Van until the Franchise Finance Loan is paid in full; however, you may apply with Snap-on Credit to upgrade your van during the term of your Franchise Finance Loan.

Lessor other than Snap-on Credit. If you do not participate in the Franchise Finance Program and you lease from a source other than Snap-on Credit, you will negotiate the terms of your lease directly with the third party van leasing company.

Snap-on Credit Van Lease Program. The van lease typically requires that you pay the first month's lease payment in advance. There is no security deposit.

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

Unless you are accepting assignment of an existing lease, the lease rate of interest is fixed at least 7 days prior to signing your lease. For a 72-month van lease, the lease rate will be equal to the yield on comparable term U.S. Treasury Notes as published by the *Wall Street Journal* at the time the lease rate is fixed plus an additional amount of 5% to 8.5%, subject to a minimum lease rate for a new franchisee of 7.60% and an Expansion Franchisee of 6.90% and the maximum lease rate permitted by applicable law. As of January 13, 2017, the annual lease rate was between 7.60% (minimum lease rate) and 10.59% (the yield on a 72-month T-note of 2.09% plus 8.5%) for a new franchisee and between 7.09% (the yield on a 72-month T-note of 2.09% plus 5.0%) and 10.59% (the yield on a 72-month T-note of 2.09% plus 8.5%) for an Expansion Franchisee.

For a van with a cost of \$125,000, as of January 13, 2017, the estimated weekly and monthly cost, using a lease rate of 7.60% is \$468 per week (\$2030 per month), and using a lease rate of 10.59% is \$514 per week (\$2228 per month). For a van with a cost of \$130,000, as of January 13, 2017, the estimated weekly and monthly cost, using a lease rate of 7.60% is \$487 per week (\$2111 per month), and using a lease rate of 10.59% is \$535 per week (\$2317 per month). This estimated lease payment does not include the van delivery charge, documentation fee, sales tax, van insurance, title fee and license fee you will be required to pay. See Items 6 and 7 for a further discussion of these charges.

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

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

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

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

You may be permitted to terminate your lease early. However, if you do, you will be responsible for all invoiced and outstanding amounts due plus a termination fee of up to three months' lease payments. If you elect to purchase the van during the term of the lease, you will also have to pay the discounted value of the remaining lease payments, plus the purchase option (calculated at the lease rate). If your lease allows you to return the van at any time during the term of the lease, you will have to pay for the cost of refurbishing and the cost of returning the van to a destination designated by Snap-on Credit.

If your Franchise Agreement terminates, provided you do not become a franchisee in another List of Calls and return the van, you will be responsible for all outstanding amounts due, including weekly payments through the end of the month of termination, a termination fee equal to one month's lease payment and the cost of refurbishing the vehicle and you are responsible for the cost of returning the van to a destination designated by Snap-on Credit. You are also required to give written notice to Snap-on Credit 14 days prior to terminating your lease. Default under your lease may lead to default of your Franchise Agreement and your Franchise Finance Loans, if any. Snap-on Credit or any other lessor may assign the lease without notice to you (Vehicle Lease Agreement, Appendix I.7, §17). Upon assignment the assignee may have rights, which prevent you from setting off claims you may have against Snap-on Credit.

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

Non-Program Used Vans. If you are purchasing a Transfer Franchise or Expansion Franchise by purchasing assets from an existing franchisee and the agreement you reach with the selling franchisee includes the van used by that franchisee in the franchise business, you may purchase or lease that van with our approval of the type and condition of the van. Many of our franchisees currently use a 16-foot van and this fact alone will not disqualify the van for use in your business. We will not unreasonably withhold our approval of the van. If you are participating in the Franchise Finance Program, a waiver of the Program Van requirement by Snap-on Credit will also be required. That waiver will not be unreasonably withheld. If you elect to lease the approved non-program van, and meet the requirements of Snap-on Credit, you may lease such a van from Snap-on Credit. Subject to Snap-on Credit's approval, you may be able to assume an existing Snap-on Credit Van Lease from the franchisee you are purchasing assets for a Transfer Franchise or Expansion Franchise. Snap-on Credit may limit the type of van it may lease or discontinue leasing non-program used vans. You will be required to pay up to 20% down and will be required to pay a security deposit equal to one month's lease payment. The available lease term will be based on the cost and the age of the vehicle. The estimated van lease payment for a used 16' van is \$255 per week (\$1,105 per month) to \$261 per week (\$1,129 per month) based on a 36-month lease term for a lease amount of \$35,000 (lease amount means the cost of the van minus the down payment); \$286 per week (\$1,238 per month) to \$294 per week (\$1,274 per month) based on a 48-month lease term for a lease amount of \$50,000. These estimated van lease payments are calculated based on the lease rate effective January 13, 2017, and do not include the van delivery charge, documentation fee, sales tax, van insurance and license fees you will be required to pay. See Items 6 and 7 for a further discussion of these charges. It is possible for you to lease a used van for a 60-month term in rare circumstances for more expensive vans. The exact cost of your lease payment will depend on the cost of the van, the required down payment, the lease term available for that van and the applicable lease rate. This lease payment is paid weekly in advance (that is, prior to the month covered by the payment). You will have an option to purchase the van at the end of the lease term for \$1.00.

You may be permitted to terminate your lease early. If you do, you will be responsible for paying an amount equal to all invoiced and outstanding amounts due; plus, all remaining lease payments discounted to their net present value (using a rate equal to the lease rate); plus, a termination fee of up to two months' lease payments depending upon the point in time you choose to terminate the lease. If you elect to purchase the van, in addition to paying your lease obligations, you will also be responsible for paying the lease purchase option. You will not otherwise be permitted to terminate this lease before expiration for any reason. If you terminate your franchise or cease operating your additional van, your lease obligation will continue and you must make all payments as scheduled under the lease (unless you choose to terminate as previously set forth). Default under your lease may lead to default of your Franchise Agreement(s) and your Franchise Finance Loan, if any. Snap-on Credit or other lessor may assign the lease without notice to you (Vehicle Lease Agreement, Appendix I.7, §17). Upon assignment, the assignee may have rights which may not be set off by any claims you may have against Snap-on Credit or a third-party leasing source.

Unless you are accepting assignment of an existing lease, the lease rate of interest is fixed at least 7 days prior to signing the lease. The lease rate will be equal to the yield on comparable term of U.S. Treasury Notes published by the *Wall Street Journal* plus an additional amount between 7% and 8.5%, subject to the maximum rate permitted by applicable law. As of January 13, 2017, the lease rate that would be charged for the 36-month lease described above would be 8.49% (the yield on a 36-month Treasury Note as of January 13, 2017, of 1.49% plus 7%) to 9.99% (the yield on the 36-month Treasury Note as of January 13, 2017, of 1.49% plus 8.5%) and the lease rate that would be charged for the 48-month lease described above would be 8.75% (the yield on a 48-month Treasury Note as of January 13, 2017, of 1.75% plus 7.0%) to 10.25% (the yield on a 48-month Treasury Note as of January 13, 2017, of 1.75% plus 8.5%).

Maintenance Fee. You will be responsible to maintain your leased van in good condition. You are required to participate in the van maintenance program and you will pay an additional \$75 per week (\$325 per month) van maintenance fee. Snap-on Credit may, in its reasonable discretion, waive the requirement that you participate in the van maintenance program based on your equity and/or experience and type of van being leased. Maintenance fee payments are used as a fund from which certain of your maintenance obligations can be paid. While this fee amount will not cover all of your maintenance needs, in most cases it will cover a majority of routine maintenance expenses. Snap-on Credit currently pays up to \$10.00 per participating franchisee per month to the administrator of the van maintenance program, but this amount is subject to change at any time. On the effective date of this disclosure document, the van maintenance program is administered by an unrelated third party, but Snap-on, Snap-on Credit or one of their affiliates may, in the future, administer the van maintenance program and in such event payments would be made to them. In the event you terminate your van lease earlier than the scheduled termination date, or do not elect to exercise any purchase option at the scheduled termination date, you will forfeit any balance in the maintenance fund.

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

fee payment due date. You must also pay any shortages or extra charges provided under your van lease and any maintenance expenses not covered by the van maintenance fee payments.

Alternative Financing through Outside Lender

As an alternative to financing your initial investment through Snap-on Credit, you may elect financing through an outside lender. Please note that Snap-on participates in SBA's Franchise Registry Program, which is intended to expedite the SBA Loan processing.

Credit Programs

Snap-on Credit, at its option and in its sole discretion, makes Credit Programs available to you to finance certain sales to your customers. The primary program, as of the date of this disclosure document, is the Extended Credit Program. You are not required to participate in any Credit Programs, including the Extended Credit Program, but if you elect to do so, you will be required to abide by all of the terms of the applicable Credit Program. Snap-on Credit may amend, terminate or supplement any or all of the Credit Programs at any time.

Under the Extended Credit Program, you receive credit for **Products** sold immediately after the sale rather than waiting for your customer to pay for the **Product** over time. Under certain other programs, Snap-on may make direct sales to customers on your List of Calls on an installment or subscription basis and you will receive credits as your customers make installment or subscription payments.

Extended Credit Program. If you elect to participate in the Extended Credit Program, you agree to collect on these accounts and remit the collections to Snap-on Credit, assist in repossessions, repurchase certain repossessed **Products** and other merchandise and participate in losses as well as to adhere to the requirements for use of electronic commerce in accordance with the terms of the Franchisee Servicing Agreement between you and Snap-on Credit (the "Franchisee Servicing Agreement"). See Appendix I.2. It is important that you carefully review and are comfortable with your obligations if you participate in the Extended Credit Program.

As a participant in the Extended Credit Program, you must set up the Snap-on Credit software interface and complete the Snap-on Credit Automated Remittance Agreement, a copy of which is attached as Appendix I.8. You will use the automated credit application submission process within the interface to send the application and receive approval to enter into a Credit Sale Contract, also referred to as an Extended Credit contract (an "EC Contract"), each time a customer at stops on your List of Calls, makes a purchase on credit under this program. You then assign the EC Contract to Snap-on Credit with limited recourse to you for bad debts. Before entering into the EC Contract, you must receive pre-approval from Snap-on Credit. In some instances when Snap-on Credit does not provide pre-approval, you may be able to assign certain unapproved EC Contracts subject to full recourse to you as provided in the Snap-on Credit Program Manual or related program terms. Reporting and updates to customer balances are obtained through the interface. Snap-on Credit provides you with the capability of writing electronic EC Contracts (paperless, with a hard copy provided to the customer). To use the electronic EC Contract program, you must use an apparatus that accepts electronic signatures.

Under the Franchisee Servicing Agreement, you agree to collect from customers on accounts that you have written and from customers with accounts which you did not write, but you now service. You will be assigned the accounts of customers that you did not write when those customers are located at locations on your List of Calls. It is an important part of the Snap-on Program that your customers receive regular service. For this reason, under the Franchisee Servicing Agreement, you agree to collect the payments from your customers and remit those payments to Snap-on Credit weekly. As in the case of RA sales, we believe that this contact gives you a better

opportunity to make additional sales to your customers. You must remit the monies collected to Snap-on Credit electronically by use of the interface to authorize Snap-on Credit to direct debit your business checking account weekly for the amount of funds collected. Because you or your employee regularly are servicing your customers and because the Credit Programs made available to you factor in your assistance, you do not receive compensation from Snap-on Credit for the collection and remittance of payments under the Extended Credit Program.

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

Your share of bad debt losses will generally not exceed 25% of the outstanding balance due from the customer on your assigned EC Contracts, except that Snap-on Credit may charge you 100% of the unpaid final balance of any EC Contract if (i) Snap-on Credit determines fraudulent or other improper actions on your part (or your employee(s)' part) are involved, including, but not limited to, the failure to remit payments collected from the customer, the failure to notify Snap-on Credit of the repossession, return or trade of merchandise covered by an EC Contract, or any misrepresentations to Snap-on or Snap-on Credit or (ii) the EC Contract is written and assigned to Snap-on Credit subject to a full recourse arrangement you agree to at the time of assignment.

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

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

Repossessions. If you choose to participate in the Credit Programs, including the Extended Credit Program, you agree to assist Snap-on Credit in repossessions and to repurchase **Products** or other merchandise which you sold or leased or which is security for EC Contracts written by others and assigned to you to service and which Snap-on Credit later repossesses (with or without your assistance) after a customer default. Your repurchase price will generally be the fair market value as of the date of repossession of the **Products** or other merchandise under the applicable EC Contract. At the time **Products** or other merchandise are repossessed, Snap-on Credit will generally charge you 25% of the net bad debt loss on the contracts you originated covering such repossessed **Products** or merchandise under the Extended Credit Program, except Snap-on Credit may charge you 100% of the net bad debt loss if (i) Snap-on Credit determines fraudulent or other improper actions on your part (or your employee(s)' part) are involved, including, but not limited to, the failure to remit payment collected from the customer, the failure to notify Snap-on Credit of the repossession or any misrepresentations to Snap-on or Snap-on Credit or (ii) the EC Contract is written and assigned to Snap-on Credit subject to a full recourse arrangement you agree to at the time of assignment. Sometimes your purchase of repossessed **Products** or other merchandise may cause you to have all of the rights and obligations of a secured party of the

customer regarding the repossessed **Products** or other merchandise. This means you may have the duty to give the customer notices and repay the customer for any excess proceeds you realize on later resale of the **Products** or other merchandise. Since the terms of the Credit Programs made available to you factor in your assistance in repossessions and your agreement to repurchase certain **Products** and other merchandise, you do not receive compensation from Snap-on Credit for performing these functions.

Snap-on Open Accounts

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

General

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

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

Personal Guarantee. The principal owner or owners of a Franchisee will be required to jointly and severally personally guarantee all obligations of the corporation, limited liability company or other legal entity under all finance programs described above.

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

The Franchisee Servicing Agreement, the Vehicle Lease Agreement and the Loan and Security Agreement contain grounds for termination of those agreements and acceleration of your obligations, separate from grounds for termination of the franchise set forth in your Franchise Agreement. Termination of any of those agreements as a result of a default creates a default under your Franchise Agreement.

ITEM 11

FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

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

We agree in the Franchise Agreement to provide several services to you. It does not specify whether we must provide them before or after you begin to operate under your franchise.

Obligations We Will Perform Before You Open Under Your Franchise. We will perform the following obligations before you begin to operate under your franchise:

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

Technology Package. Except franchisees purchasing a Renewal Franchise or Transfer Franchise, we provide you, without cost to you, with a technology package that includes your computer, loaded with applicable software and a printer (Franchise Agreement, §8.H.; Addendum to Snap-on Tools Franchise Agreement (Transfer Franchise); Addendum to Snap-on Tools Franchise Agreement (Renewal Franchise)).

Franchise Operations Manual and Other Manuals. We will provide you with access to a Franchise Operations Manual that contains mandatory and suggested specifications, standards and operating procedures. Any required specifications, standards or procedures are to protect the Snap-on brand and are not intended to control the day-to-day operation of your franchise business which is your obligation. If you choose to participate in the Snap-on Credit Programs, you will also be provided a separate Snap-on Credit Program Manual on the required and suggested policies and procedures for the Snap-on Credit Programs. Each Manual will be provided in electronic format on a Snap-on sponsored intranet site known as the Franchisee Portal and will be licensed to you for the duration of your Franchise Agreement or in the case of the Snap-on Credit Program Manual, during the term of your Servicing Agreement. You will be required to return all print copies and delete all electronic copies of the Franchise Operations Manual in your possession when you cease operation as a franchisee (Franchise Agreement, §5), as well as any copies of the Snap-on Credit Program Manual (Franchisee Servicing Agreement, §17).

Training. We will conduct an initial training program for you or your Store Manager. A renewal franchisee will not receive this training (Franchise Agreement, §7.C.; Addendum to Snap-on Tools Franchise Agreement (Expansion Franchise); Addendum to Snap-on Tools Franchise Agreement (Renewal Franchise)).

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

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

Sale of Products. We will make **Products** available to you for purchase at our suggested price, less any discounts in effect when we receive your orders. When we receive an order, we will use reasonable efforts to ship all **Products** you order promptly to you or to another recipient at your direction. All sales of **Products** will be made on our standard terms of sale which are in effect at the time of the sale. You must pay all amounts due us through such means as we may prescribe in the Snap-on Program. We currently require that you pay us by direct debit of your bank account. We may refuse to ship additional **Products** to you while amounts due are unpaid or if your purchases and other charges exceed your credit limit. Also, there may be production delays, shipment delays, or other reasons why, in spite of our reasonable efforts, we cannot deliver **Products** you order in a timely manner. We are not liable for any delays in shipment, or for failure to make any delivery of **Products**, because you did not pay invoices when due or exceeded your credit limit, or if we use reasonable efforts to deliver the **Products** (Franchise Agreement, § 7.A.).

Prices. On a regular basis, we provide you with updated suggested prices for the **Products** (Franchise Agreement, §8.F.).

General Assistance. As we deem appropriate, we will provide you with reasonable access to information regarding the Snap-on Program, together with suggested business forms and ideas for bookkeeping and operational methods, inventory control methods, **Product** knowledge, and sales and marketing techniques for the operation of a Snap-on franchise (Franchise Agreement, §7.B.).

Modifications of the Snap-on Program. We (and our subsidiaries and affiliates) may change or modify the Snap-on Program, including the adding or removing of **Products**, adopting and using new or modified Trademarks or deleting Trademarks or copyrighted materials, and modifying methods for selling **Products** (Franchise Agreement, §6.)

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

All advertising and promotional materials you use must comply with brand guidelines which we publish through the Operations Manual and that tell you how to use the Snap-on trademarks. If you decide to advertise, print advertising or promotional materials may be purchased from any source provide that the materials may only be used to advertise to customers and potential customers on your List of Calls.

While not required, it is recommended that you use sales materials in your Snap-on business. Sales materials are jackets, t-shirts, hats, coffee mugs and similar items bearing the Snap-on trademark ("BA items"), which you use to help you sell **Products** and are not intended for separate resale. BA items are purchased from Snap-on licensed suppliers or Snap-on and are not returnable either to the licensed suppliers or Snap-on. It is up to you to determine whether and how much BA items you purchase. Since you alone bear the financial risk for BA items, it is important that you make purchases carefully.

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

Computer System/Point of Sale System. We provide franchisees (other than Renewal Franchisees and franchisees purchasing the assets of an existing franchisee) at no additional cost to you, with a technology package, which currently includes a Dell computer, a printer and various components that enable you to run the proprietary software described below and which allows you to manage the day-to-day operation of your business. The exact content of the technology package may be changed from time to time in our reasonable discretion. The technology package with software allows you to place orders for **Products** with us, keep accurate pricing information, print customer receipts, prepare and submit Credit Sales contracts to Snap-on Credit, make payments to Snap-on Credit, process credit card transactions, keep track of amounts owed to you by your customers and generally do all of your recordkeeping through this system.

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

We reserve the right to require that you change your computer and other hardware components from time to time during the term of your Franchise Agreement at your cost and expense. While we currently estimate the cost of the technology package to be approximately \$3,000, at the time of an update, the cost may have increased.

You are required to have a separate computer and applicable software for each franchise you operate.

Snap-on Chrome Software Package. Before you begin operations, we will train you in using Snap-on Chrome during your Store Management training, and your List of Calls will be loaded into your computer at that time (See "Snap-on's Training Program" below). Once you begin operations, we suggest you keep your computer records up-to-date by entering all orders you place with us and all customer tool orders into the computer. This includes cash sales, Revolving Accounts, Extended Credit Contracts, and Open Accounts.

Provided you enter all stock orders, customer transactions and required adjustments properly, Snap-on Chrome will also generate inventory and sales reports that you may use to evaluate your business and prepare stock orders. Snap-on Chrome enables you to transmit and receive stock orders and other information via electronic transmission. Customer invoices can be printed and provided or emailed to the customer.

Most franchisees accept credit cards and use the credit card payment processor and devices that will communicate with Snap-on Chrome. As of the date of this disclosure document, that credit card payment processor is Paymentech, and the supplier of the credit card processing device is Verifone. The Verifone device is the only credit card processing device that will communicate with Snap-on Chrome. If you choose to use the credit card processing device provided by Verifone, they will ask you to sign the Franchisee Adoption Agreement attached as Appendix I.1.D, and Paymentech will be your card payment processor. Paymentech will ask you to sign the Merchant Application and Agreement attached as Appendix I.1.E.

We have developed an interface with Snap-on Chrome, also known as My Account Portal ("MAP"), to allow you to view commonly used reports, access your weekly statement and pay your weekly statement by authorizing us to direct debit your business checking account for the amount you authorize each week. You are required to use MAP to pay your weekly statement and will need to log-in to set-up your account before you can start using MAP.

We also provide you with Chrome Express+, which is a web-based application that extends the point of sale functions to tablets and other devices, and you can use this with an internet connection and browser to prepare customer invoices or credit contracts off the van if you have a tablet or other device. This can be most helpful if you have an employee(s) assisting you with your business.

You initially pay a one-time Computer Software License Fee of \$770 plus applicable taxes (see Item 5) and a monthly maintenance fee of \$26.00, which may be changed by Snap-on during the term of your Franchise Agreement.

You are required to use various third-party software in order to use Snap-on Chrome. As of the effective date of this disclosure document, there is no charge for such use by the third-party vendors, although this may change during the term of your Franchise Agreement.

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

We will have independent access to the information and data on your computer regarding customer data, **Product** inventory and sales information. You grant us a license to use this information for our business purposes (Software License and Support Agreement, §3.2).

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

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

Other Electronic Communication. We make additional information available to you on the internet and you will need a reliable internet service to access this information. Because of the constant changes in electronic communication, we may also require during the term of your franchise that you subscribe or purchase, at your expense, certain computer equipment, software, web pages/sites, intranets or other services for communicating (with us, your customers and/or others), invoicing and/or other franchise operations. We may require that any and all communications with us be made through the internet or such other electronic medium as we designate. We are not liable for any damage to you, including lost profits, delayed orders or the like which are the result of any outage or delay related to electronic transmission of information, whether by the internet or otherwise, or as a result of your failure to access the information. The specifications for electronic communication may change during the term of your Franchise Agreement. We cannot estimate future costs for such changes that may occur.

Operations Manual. Snap-on currently makes the Franchise Operations Manual available on the Franchisee Portal, which is an intranet site available to Snap-on franchisees. The table of contents of the Franchise Operations Manual as of February 10, 2017, is set forth in Appendix M.1. As of February 10, 2017, the Franchise Operations Manual has a total of 55 pages, plus appendices containing an additional 20 pages. We may revise the Franchise Operations Manual

or introduce other manuals at any time during the term of your Franchise Agreement and may do so electronically or by paper or a combination thereof (Franchise Agreement, §6).

Snap-on Credit Program Manual. Snap-on Credit currently makes the Snap-on Credit Program Manual available on the Franchisee Portal. The table of contents of the Snap-on Credit Programs Manual as of February 10, 2017, is set forth in Appendix M.2. As of February 10, 2017, the Snap-on Credit Program Manual has a total of 32 pages, plus appendices containing an additional 15 pages. Snap-on Credit may revise the Snap-on Credit Program Manual or introduce other manuals at any time during the term of your Franchisee Servicing Agreement and may do so electronically or by paper or a combination thereof (Franchisee Servicing Agreement, §17).

Snap-on's Training Programs. Before you begin the operation of your franchise, we provide you with Snap-on Franchise Store Management Training. You or your Store Manager must complete Snap-on Franchise Store Management Training. Snap-on Franchise Store Management Training is not provided to you if you are purchasing a Renewal Franchise.

As of January 1, 2017, we provide the following Snap-on Franchise Store Management Training. The amounts of time allocated to each training component on the chart below are an estimate of the amount of time devoted to each component.

TRAINING PROGRAM

Subject	Hours of Classroom Training ¹	Hours of Field Training ²	Location ³
Orientation on Being a Snap-on Franchisee	5		Grapevine, TX
Business Understanding	3.25		Grapevine, TX
Selling/Collection Skills	13.5		Grapevine, TX
Computer Training	4.5		Grapevine, TX
Introduction to Product Knowledge – Basics	5.5		Grapevine, TX
Credit Programs	3		Grapevine, TX
Product Knowledge – Hand Tools	5.75		Grapevine, TX
Product Knowledge – Tool Storage	4		Grapevine, TX
Product Knowledge – Power Tools	1.25		Grapevine, TX
Diagnostics/Equipment	2.25		Grapevine, TX
Review/Practice	9		Grapevine, TX
In-Field Training Application of the Snap-on Program (“Field initial training”)		135 hours (45 hours per week)	In your Franchise Route

NOTES:

¹ You may be assigned evening work during classroom training. A Franchise Training Manager is in charge of classroom training and will usually be assisted by Regional Training Managers and Snap-on Credit trainers, and others may include Business Managers, Sales Developers, Franchise Developers, Diagnostic Sales Developers and other employees having experience that we determine makes them qualified to conduct training. We use training binders, handouts, Power Point slides, videos and point of sale software as our training materials. We also introduce you to the Operations Manual. The number of years of experience with the Snap-on Program will vary by individual. The Franchise Training Managers have at least 10 years of experience with the Snap-on Program.

² Field training will be conducted by Snap-on personnel, which may include a Franchise Developer, Sales Developer, Diagnostic Sales Developer or Business Manager. All personnel conducting training have field experience with the Snap-on Program and franchise operation, or have other experience that we determine makes them qualified to conduct training. The

number of years of experience with the Snap-on Program will vary by individual. We use the electronic New Franchise Training Guide, point of sale software and electronic Operations Manual as training materials. This training will last a minimum of three weeks, and we estimate that each week you will spend 45 hours. We will determine the exact period based on our estimate of the progress you make.

- ³ Our training school is currently located in Grapevine, Texas, but Snap-on reserves the right to relocate it at any time.

We conduct *classroom training* following the execution of your Franchise Agreement and before you begin operations. We conduct the *Field initial training* at the time you begin operations. We plan to be flexible in scheduling training to accommodate both you or your Store Manager and our personnel. For calendar year 2017, we have scheduled 34 separate classes for classroom training. Field initial training will be scheduled around the classroom training you will attend.

If you purchase an Expansion Franchise, we provide the same Franchise Store Management Training for your employee on the same terms as received by any new franchisee.

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

If you purchase an Expansion Franchise, it is your sole responsibility to replace any employee who leaves your employment for any reason. We require that a Store Manager attend the classroom portion of Franchise Store Management Training. Any subsequent Store Manager will be required to attend the classroom portion of Franchise Store Management Training, and we currently charge a separate training fee of \$2,000 for each additional Store Manager (after the first) to attend classroom training.

Between five months and six months after you begin operating your initial franchise business, at a time determined by Snap-on, you are required to attend Snap-on Franchise Store Management Training – Level 2 at our training school located in Grapevine, Texas, or such other location as we designate. This consists of approximately 12 hours of training (usually on Friday and Saturday) and is intended to reinforce previous training after you have had actual experience operating your franchise. There will be no charge by Snap-on for this additional training and you will be provided with an airline ticket (or train ticket in rare cases) and we arrange for and pay for lodging and meals while at our facility. You will be responsible for any incidental expenses. During calendar year 2017, we plan on conducting 17 separate classes of Snap-on Franchise Store Management Training – Level 2. This training is not offered to you if you are purchasing an Expansion Franchise.

Once you begin operation of your franchise, we suggest, but do not require, that you and your Store Manager, if applicable, participate in ongoing training, including Franchise Performance Team (“FPT”) meetings (if provided by us). We generally hold these meetings once per quarter, but may hold them more or less frequently as we determine appropriate. Suggested sales and marketing techniques, **Product** information and other aspects of the Snap-on Program will be discussed at these meetings. There currently is no fee for FPT meetings, but you must pay all of your own expenses to attend. Depending on the geographic location of your List of Calls, the number of franchisees, franchisee employees and Independents in your designated FPT will vary.

We also suggest, but do not require, that you attend Franchise Development Training, kickoff meetings and the Snap-on Franchisee Conference each year that we provide these training opportunities for you.

A Business Contact (“BC”) is a review session conducted by a Business Manager or other qualified Snap-on employee or representatives as we deem appropriate. The BC reviews your Snap-on franchise business. We believe that the BCs are an important part of your business and ongoing training.

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

ITEM 12 TERRITORY

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

The List of Calls consists of a series of business addresses or “stops” at which we have determined that there are, or should be, tool users who purchase their own tools. While the number of potential customers at locations on a List of Calls will vary to some extent from franchisee to franchisee, it is our intent that each List of Calls contains at least 200 potential Core Customers at the time a Franchise Agreement is signed. Potential “Core Customers” are full-time professional mechanics and other customers who are required to furnish their own tools in the normal course of their business. This may include, but not be limited to, potential Core Customers at the following types of businesses: 1) Auto General Repair, 2) Auto Dealership, 3) Auto Specialized Repair, 4) Auto Services, 5) Body Shop, 6) Tire Repair, 7) Fleet Repair; Transit (non-government), 8) Truck Repair, 9) Other Automotive, 10) Retail: Electronics/Hardware, 11) Motorcycle, 12) Marine Shop, 13) Aviation, 14) Construction, 15) Agriculture/Landscape, 16) Small Engine Repair, 17) Machine Shops, 18) Government: Cities, Schools, 19) Resorts, Casinos, Country Clubs, 20) Manufacturing/Utilities. Remember, these are potential Core Customers, which does not mean that they all will purchase Products from you or that they all are creditworthy. It simply means that it is up to you to sell Products on terms you deem appropriate to the potential Core Customers at locations on your List of Calls. The business located at a stop and/or the number of potential Core Customers located at a stop will change from time to time during the term of your Franchise Agreement. It is not possible for us to assure you that you will have the same number of potential Core Customers, or even 200 potential Core Customers, during the entire term of your Franchise Agreement, particularly in markets which have negative economic changes.

In addition to Core Customers, the List of Calls identifies potential additional tool purchasers either at the same or additional business addresses who are not considered potential Core Customers according to Snap-on's criteria, but to whom you are allowed to sell **Products** and are identified as potential “Exception Customers”.

You have or will have prior to signing a Franchise Agreement been given the opportunity to ride with one or more current franchisees and spend a day with them. The purpose is to expose you to how the Snap-on Program works and for that reason we use franchisees who perform well in the business. We believe it is important to give you this exposure, but you should not assume that your route will have the same number or type of customers as that franchisee. It is merely intended to give you the experience of being on a Snap-on truck and observing how the Snap-on Program works. This is not a substitute for conducting your own due diligence about the business.

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

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

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

You are not permitted to use the Snap-on Program or sell **Products** at any location not identified as a stop on your List of Calls (even if the location is adjacent to or near stops on your List of Calls), or to any customer or purchaser who moves to a location not identified as a stop on your List of Calls. You may not use alternative methods of distribution, such as through social media, apps or commercial internet sites or catalogs, to sell to customers that are not at locations on your List of Calls.

You may relocate your franchise only with our prior written approval. Our approval will not be unreasonably withheld. Any approval of a relocation is subject to route availability, requires that you are in material compliance with all agreements you have with Snap-on and our affiliates, have performed well in your current route and a replacement franchisee for your current route has been identified. If you relocate your franchise, you may be required to enter into our then-current form of Franchise Agreement or we may accomplish the relocation by an amendment to your existing Franchise Agreement.

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

Adjustment to List of Calls. If you want to use the Snap-on Program or sell **Products** at any location not on your List of Calls, you must notify your Snap-on field management contact and request that the additional stop(s) be added to your List of Calls. We will not unreasonably withhold or delay our consent to add these stop(s) to your List of Calls. When we are determining whether to add stop(s) to your List of Calls, we will consider a number of factors, including among other things, the number of customers and potential customers on your List of Calls, the proximity of the additional stops(s) to stops currently on your List of Calls and the service you provide to customers and potential customers on your List of Calls.

Customers expect high quality service from Snap-on franchisees. Accordingly, we reserve the right to remove a stop or stops from your List of Calls if (i) you fail to service customers and/or solicit potential customers at a stop for 30 days or more or (ii) your access to the stop is denied by the customer or shop owner. We will provide you written notice of an adjustment to your List of Calls at least 10 days before the adjustment takes effect.

We may survey customers at stops on your List of Calls as we, in our reasonable business judgment, believe necessary or advisable.

If you are purchasing the assets of an existing Snap-on franchisee as a Transfer Franchise, we will update and develop a List of Calls that will likely differ from the List of Calls serviced by the predecessor franchisee. It is our intent to provide as similar a List of Calls as possible.

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

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

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

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

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

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

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

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

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

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

Equipment Sales Through Snap-on Equipment. Snap-on Equipment offers equipment under trademarks other than Snap-on, including John Bean, Hofmann, Blackhawk, Challenger and

Kansas Jack, for sale directly or through distributors to customers, including customers who may be at stops on your List of Calls. Some of this equipment may be similar in design and functionality to **Products** and may be marketed to customers at stops on your List of Calls. You will be encouraged to provide leads to Snap-on Equipment and ProCut regarding customers at stops on your List of Calls who have an interest in purchasing certain equipment marketed by Snap-on Equipment and ProCut, respectively, such as aligners, wheel balancers, tire changers, and brake lathes. If a sale is consummated to the customer on your List of Calls within 120 days after you provide this lead, you will receive a brokerage commission. If Snap-on Equipment or ProCut, as applicable, makes a sale to a customer on your List of Calls for which you have not provided the lead or more than 120 days after you provide the lead, no brokerage commission will be paid. We make no representation as to the brokerage commissions you may make through this program. We will periodically determine the terms of this program, including products which will qualify for brokerage commission and the rate of commission paid. We may change the terms of this program during the term of your Franchise Agreement, including the right to discontinue the payment of any brokerage commission.

ITEM 13 **TRADEMARKS**

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

We are not obligated by the Franchise Agreement or otherwise to protect any rights to use the trademarks or to protect you against claims of infringement or unfair competition with respect to the trademarks. You must notify us immediately when you learn about an infringement of or challenge to any of the trademarks. We will directly or through Snap-on Incorporated take the action we think appropriate and we have the right to control any litigation or other proceeding. If we elect to use a name other than “Snap-on” to identify the Snap-on Program, we may select another name and the Snap-on Program and your Franchise Agreement will be deemed amended to substitute that name. You must modify or discontinue use of any of the trademarks upon notice from us, and you must pay all expenses for modifying or discontinuing use.

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

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

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

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

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

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

You are responsible for the supervision of the franchised business. You will use your best efforts to promote aggressively and develop fully the sales of **Products** at stops on your List of Calls. You will maintain an inventory of **Products** in at least the minimum amount specified in the Snap-on Program in order to maximize your sale of **Products** and provide service expected by your customers. In order to maximize the sale of **Products**, we recommend that you or your employee call on every potential customer at stops on your List of Calls at least once a week. You must refrain from engaging in activities that would conflict with these purposes and you will devote all necessary business attention and efforts to these purposes.

We make available to our existing franchisees, who qualify, the opportunity to purchase an Expansion Franchise. If you purchase an Expansion Franchise, you will be required to sign a new Franchise Agreement and all other documents required for a new franchise. You will also be required to sign a general release for any claims against us that arose prior to the date the document is signed so that any issues you have are fully resolved prior to entering into an additional Franchise Agreement with us. A copy of the release currently used is attached as Appendix I.11.A.

For an Expansion Franchise, you must hire a Store Manager to service the customers associated with that franchise business or the franchise business currently serviced by the principal owner. Your Store Manager, under your direct and sole supervision, will then have to service the customers and comply with all the requirements of the Snap-on Program and your Franchise Agreement just as you would, including all service obligations, although you are ultimately responsible for compliance with those requirements. Your Store Manager must complete the Snap-on Store Management Training. See Item 11 for a further description of the Snap-on Store Management Training. It is your obligation to ensure all of your employees maintain the confidentiality of the confidential information and trade secrets just as you would. You are responsible for complying with any and all employment, tax, insurance, and other laws applicable to your employees. You are solely responsible to hire a qualified employee to replace a Store Manager who terminates his employment. If you fail to do this on a timely basis it can result in a breach of your Franchise Agreement.

You may hire an employee as an assistant at any time, but if you are thinking of adding an Expansion Franchise, we recommend that you have an assistant prior to doing so. We recommend that multiple franchise operators have an assistant and spend time working with and developing employees. The assistant is your employee and you are solely responsible for recruiting, hiring, scheduling, firing and disciplining your employees and for the employment issues discussed above.

The corporation, limited liability company or other legal entity that is the Franchisee may not be used to conduct any business other than the Snap-on business. In determining to grant a Franchise, we rely on the qualifications of the principal owner rather than the qualifications of the corporation, limited liability company or other legal entity. You will own a controlling interest in the corporation, a limited liability company or other permitted entity to whom a Franchise Agreement is issued or transferred, and the principal owner must sign a personal guaranty and remain personally liable for all obligations under the Franchise Agreement and all other agreements you enter into with us. You, as the principal owner, will also have to sign a personal guaranty and remain personally liable for all obligations under the Franchise Finance Program or any other agreement you have with Snap-on Credit.

You may not subfranchise, sublicense or in any way delegate or transfer your rights in your franchise except via transfer as a Transfer Franchise or as Snap-on otherwise expressly permits in writing.

ITEM 16 **RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL**

In order to emphasize the Snap-on brand, Franchisee will not sell or give away items of merchandise which are directly competitive with the **Products** that are manufactured by or for us, except items of merchandise which Franchisee has taken as a trade-in. In addition, Franchisee will refrain from selling items which are inappropriate or inconsistent with a business selling tools and equipment.

You may sell **Products** only to customers at stops on your List of Calls (See Item 12). You are not restricted in the **Products** you elect to sell. You may not sell **Products** to any person or entity who is purchasing **Products** for resale. We have the right to add to or delete from the **Products** that you can sell.

You will assist us in honoring all warranties on **Products**, which means that you will perform service on tools and equipment at the customer's place of business. To the extent you or your employee are not qualified to repair an item, you will assist the customer in getting it to the proper

repair facility. This is the quality service expected by customers, and we believe this creates sales opportunities for you. You do not receive compensation from Snap-on for performing these services. We do consider the cost of warranty service in setting the discount from suggested retail price that we offer to sell **Products** to you. It is not possible to estimate the amount of time you will be required to spend on warranty work to properly service your customers. We have the right to change the warranties at any time and this may result in additional warranty work for you.

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

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

FRANCHISE AGREEMENT

Provision	Section in Franchise Agreement	Summary
a. Length of the franchise	Section 2, Paragraph 1 of Addendum to Snap-on Tools Franchise Agreement (Renewal Franchise)	10 years; 5 years for a Renewal Franchise.
b. Renewal or extension of the term	Section 3, Paragraph 2 of Addendum to Snap-on Tools Franchise Agreement (Renewal Franchise)	You can add one term of 5 years. Not applicable to a Renewal Franchise. Subject to applicable law, Snap-on may grant an additional 5-year renewal at expiration of the Renewal Franchise at Snap-on's option.
c. Requirements for franchisee to renew or extend (not applicable to a Renewal Franchise)	Section 3	<ul style="list-style-type: none"> ▪ Prior written notice between 9 months and 12 months prior to expiration, ▪ Meet new franchisee standards, ▪ Compliance with all agreements, ▪ Satisfy all monetary obligations, ▪ Sign general release, a copy of the form currently used is attached as Appendix I.11.B, ▪ Comply with current qualifications and training requirements, ▪ Pay renewal fee of 50% of then-current initial license fee, ▪ You will be required to sign then-current forms of agreements, which may contain materially different terms and conditions from the contract you originally signed.
d. Termination by franchisee	Section 19	Termination with cause 30 days after written notice of default and failure to cure.
e. Termination by franchisor without cause	Not applicable	
f. Termination by franchisor with cause	Section 20	Snap-on can terminate only if you default.
g. "Cause" defined-curable defaults	Section 20.C	10 days to cure nonpayment and 30 days to cure any other default not listed in h. below, including a failure to: <ul style="list-style-type: none"> ▪ Comply with Franchise Agreement or Snap-on Program, ▪ Act in a manner consistent with Snap-on image, ▪ Maintain neat and clean appearance, ▪ Promote and develop sales of Products, and provide service.
h. "Cause" defined-non curable defaults	Sections 20.A and 20.B	Non curable defaults: <ul style="list-style-type: none"> ▪ Bankruptcy, insolvency and similar

Provision	Section in Franchise Agreement	Summary
		defaults, <ul style="list-style-type: none"> ▪ Failure to satisfy material final judgment, ▪ Material misrepresentation or dishonesty, ▪ Abandons franchise business, ▪ Felony or other crime or conduct which may adversely affect the Snap-on Program, ▪ Sale of Products to a customer on another franchisee's List of Calls and failure to credit that franchisee for that sale, ▪ Sale or offer of Products to a customer not on List of Calls after notice to cease, ▪ Threat or danger to public health or safety, ▪ Termination or default (beyond cure period) under other agreement with Snap-on or its affiliates, ▪ Violation of confidentiality provisions, ▪ Three defaults in twelve-month period, ▪ Unapproved assignment or transfer.
i. Franchisee's obligations on termination / nonrenewal	Section 21	<ul style="list-style-type: none"> ▪ Continued compliance with confidentiality requirements (<i>also see r., below</i>) and other agreements, ▪ Sign any necessary documents to effectuate termination, ▪ Payment of all amounts due, ▪ Return of all manuals and other materials, ▪ Discontinuance of any trademark use and advertising, ▪ Stop doing business in a way that gives the impression you are still a Snap-on franchisee.
j. Assignment of contract by franchisor	Section 18.A	No restriction on Snap-on's right to assign.
k. "Transfer" by franchisee - defined	Section 18.B	Includes transfer or encumbrance of any interest in franchisee, the Franchise Agreement or the assets of the franchisee.
l. Franchisor approval of transfer by franchisee	Sections 18.B and 18.C	Snap-on has the right to approve all transfers and will not unreasonably withhold approval.
m. Conditions for franchisor approval of transfer	Sections 18.B, 18.C and 18.D	<ul style="list-style-type: none"> ▪ Interest being transferred must first be offered to Snap-on (<i>see n., below</i>) if the transfer is the entire interest in a franchise or the franchise business, ▪ Snap-on must approve terms, ▪ You must satisfy all monetary obligations and comply with all agreements, ▪ Sign a general release, a copy of the current form used is attached as Appendix I.11.C, ▪ Transferee must qualify and sign Snap-on's then-current Franchise Agreement, complete training and pay the transfer fee. <p>Separate conditions exist for transfer to a corporation, limited liability company or other legal entity under common ownership. We will not unreasonably withhold consent if the principal owner of franchisee: i) owns controlling interest in Franchisee, ii) signs Snap-on assignment document and guarantees obligations of Franchisee, iii) provides documents requested by Snap-on and iv) Franchisee grants Snap-on security interest in assets.</p> <p>Separate conditions exist for transfer to an heir in the case of the death or permanent incapacity of the principal owner of a Franchisee (<i>see p. below</i>).</p>
n. Franchisor's right of first refusal to acquire franchisee's business	Section 18.E	Snap-on can match any offer for your business.

Provision	Section in Franchise Agreement	Summary
o. Franchisor's option to purchase franchisee's business	Not applicable	
p. Death or disability of franchisee	Section 18.D	An heir may operate the franchise for up to 90 days, during which time heir may apply with Snap-on to be the franchisee or transfer franchisee to a third party in accordance with Section 18.B (see m. above). If the heir applies to be the franchisee, we will not unreasonably withhold consent provided the heir qualifies, signs Snap-on's then-current Franchise Agreement, completes training and signs necessary agreements to accomplish the transfer.
q. Non-competition covenants during the term of the franchise	Sections 1, 8.C, 8.D, 8.E, and 22.A	You are not permitted to sell any merchandise which is directly competitive with the Products that are manufactured by or for us. You are permitted to sell only to customers at locations on the List of Calls. You may not compete during the term of the Franchise Agreement.
r. Non-competition covenants after the franchise is terminated or expires	Section 22.B	No direct or indirect solicitation or sale of competing Snap-on Products to any customer at a location on the List of Calls at termination for 12 months after your Franchise Agreement terminates or expires.
s. Modification of the agreement	Sections 5, 6 and 26	No modifications without mutual agreement but Snap-on Program and Operations Manual subject to change.
t. Integration/merger clause	Section 26	For matters governed by the Franchise Agreement, only the terms of the Franchise Agreement and other agreements signed with it are binding. Any other promises may not be enforceable. Snap-on makes no other promises, arrangements or agreements except in the Franchise Agreement. Our integration/merger clause does not disclaim the representations made in this disclosure document.
u. Dispute resolution by arbitration or mediation	Section 25	Except for certain provisional remedies, disputes relating to your Franchise Agreement, the franchise business or the termination or nonrenewal of the Franchise Agreement will be mediated prior to arbitration. Except for certain provisional remedies, all disputes must be arbitrated at the office of the American Arbitration Association closest to your Regional Sales Office. If not in your home state, you can require an office in your home state. The arbitration will be governed by the Federal Arbitration Act and the rules of the American Arbitration Association will apply.
v. Choice of forum	Section 25	You and Snap-on consent to jurisdiction for enforcement of arbitration decisions or awards, and for enforcement of provisional remedies (see u., above).
w. Choice of law	Section 27	The laws of the state in which the List of Calls is located or if the List of Calls is located in more than one state, the state in which the majority of the stops on the List of Calls is located at the time this Agreement is executed (except to the extent the Federal Arbitration Act may apply in u. above).

LOAN AND SECURITY AGREEMENT

Provision	Section in Loan and Security Agreement	Summary
a. Length of the franchise	Not applicable	
b. Renewal or extension of the term	Not applicable	

Provision	Section in Loan and Security Agreement	Summary
c. Requirements for you to renew or extend	Not applicable	
d. Termination by franchisee	Not applicable	
e. Termination by Snap-on Credit without cause	Not applicable	
f. Termination by Snap-on Credit with cause	Section 6	Snap-on Credit can accelerate the loan only if you default.
g. "Cause" defined curable defaults	Section 6.c	10 days to cure nonpayment. 30 days to cure any default not listed in h., below, including failure to comply with requirements and covenants or submit any required reports.
h. "Cause" defined non curable defaults	Section 6.a and 6.b	<ul style="list-style-type: none"> ▪ Bankruptcy, insolvency and similar defaults, ▪ Death or incapacity, ▪ Ceasing to be a franchisee; ▪ Material final judgment, ▪ Untrue representation or warranty, ▪ Falsification of reports, misrepresentation or dishonesty, ▪ Decrease of equity in the franchise, ▪ Default (beyond cure period) under any other agreement with Snap-on Credit, Snap-on, or Snap-on's affiliates, ▪ Termination of any guarantee.
i. Franchisee's obligations on termination / nonrenewal	Sections 2(e), 3(i) and 7 (also, if applicable, RA Development Loan Addendum and RA Development Note)	Upon default Snap-on Credit may terminate the Loan and Security Agreement if the loan has not been disbursed, refuse to disburse additional loan amounts, declare the entire unpaid amount of your unpaid liabilities due and payable, sell, transfer or foreclose on any or all of the collateral, or apply any amounts received or held by Snap-on Credit to your obligations. You must pay any amounts owed.
j. Assignment of contract by Snap-on Credit	Section 9.l	No restriction on Snap-on Credit's right to assign agreement.
k. "Transfer" by franchisee defined	Section 9.l	Includes transfer of Loan and Security Agreement.
l. Snap-on Credit's approval of transfer by franchisee	Section 9.l	Snap-on Credit has the right to approve all transfers of agreement.
m. Conditions for Snap-on Credit's approval of transfer	Not applicable	
n. Snap-on Credit's right of first refusal to acquire your business	Not applicable	
o. Snap-on Credit's option to purchase your business	Not applicable	
p. Death or disability of franchisee	Section 6.a	Loan and Security Agreement automatically terminates without notice.
q. Non-competition covenants during the term of the franchise	Not applicable	
r. Non-competition covenants after the franchise is terminated or expires	Not applicable	
s. Modification of the agreement	Section 9.n	No modifications without mutual agreement, but amendment signed by you can be enforced against you.
t. Integration/merger clause	Section 9.p	The agreement contains all agreements between you and Snap-on Credit on this subject matter.
u. Dispute resolution by arbitration or mediation	Section 9.a – 9.e	Except for certain provisional remedies, disputes arising out of the Loan and Security Agreement, will be mediated prior to arbitration. Except for certain claims for provisional remedies, all disputes must be arbitrated at the office of the American Arbitration Association closest to your Regional Sales Office. If not in your home state, you can agree to an office in your home state. The arbitration will be governed by the Federal Arbitration Act and the rules of the American Arbitration Association will apply.

Provision	Section in Loan and Security Agreement	Summary
v. Choice of forum	Section 9.d	The parties consent to jurisdiction for enforcement of arbitration decisions or awards, and for enforcement of provisional remedies (see u., above).
w. Choice of law	Section 9.q	Law of state of Illinois (except to the extent the Federal Arbitration Act may apply in u., above).

FRANCHISEE SERVICING AGREEMENT

Provision	Section in Franchisee Servicing Agreement	Summary
a. Term of the agreement	Section 19	10 years or the remaining term of the Franchise Agreement, whichever is less.
b. Renewal or extension of the term	Not applicable	
c. Requirements for you to renew or extend	Not applicable	
d. Termination by franchisee	Section 20	Termination of agreement without cause upon 30 days advance written notice.
e. Termination by Snap-on Credit without cause	Not applicable	
f. Termination by Snap-on Credit with cause	Section 21.	Snap-on Credit can terminate only if you default.
g. "Cause" defined-curable defaults	Sections 21(c), 21(d)	10 days to cure monetary nonpayment. 30 days (60 days in the case of a delinquency default) to cure a default not listed in h., below, including failure to comply with the requirements of the Franchisee Servicing Agreement or submit required reports.
h. "Cause" defined-non curable defaults	Sections 21(a) and 21(b)	Non curable defaults: <ul style="list-style-type: none"> ▪ Bankruptcy, insolvency and similar defaults, ▪ Ceasing to be a franchisee; ▪ Falsification of reports, misrepresentation or dishonesty, ▪ Remaining in default (beyond cure) under any other written agreement with Snap-on Credit Snap-on or affiliates, ▪ Three defaults in 12-month period.
i. Franchisee's obligations on termination / nonrenewal	Section 22	Upon termination of agreement, obligations include complete payment of all amounts due, continued compliance with all outstanding obligations, warranties and agreements incurred during term of Franchisee Servicing Agreement. Snap-on Credit will not purchase any additional Franchisee Paper or Leases following termination.
j. Assignment of contract by Snap-on Credit	Section 18	No restriction on Snap-on Credit's right to assign all or any portion of (i) Franchisee Servicing Agreement, (ii) Leases, or (iii) Franchisee Paper purchased by Snap-on Credit.
k. "Transfer" by franchisee-defined	Section 18	Includes transfer of agreement or rights or duties under the agreement.
l. Snap-on Credit's approval of transfer by franchisee	Section 18	Snap-on Credit has the right to approve any assignment or delegation of any rights or duties under the agreement.
m. Conditions for Snap-on Credit approval of transfer	Not applicable	
n. Snap-on Credit's right of first refusal to acquire your business	Not applicable	
o. Snap-on Credit's option to purchase your business	Not applicable	
p. Death or disability of franchisee	Not applicable	
q. Non-competition covenants during the term of the franchise	Not applicable	
r. Non-competition covenants after the franchise is terminated or expires	Not applicable	

Provision	Section in Franchisee Servicing Agreement	Summary
s. Modification of the agreement	Sections 4, 17 and 23	No modifications without mutual agreement but Credit Programs and Snap-on Credit Program Manual subject to change.
t. Integration/merger clause	Section 28	Only the terms of the Franchisee Servicing Agreement are binding and it supersedes all other promises, arrangements or agreements as to the subject matter.
u. Dispute resolution by arbitration or mediation	Section 15	Except for certain provisional remedies, disputes arising out of the termination of your business or the termination or nonrenewal of the Franchisee Servicing Agreement, will be mediated prior to arbitration. Except for certain provisional remedies, all disputes must be arbitrated at the office of the American Arbitration Association closest to your Regional Sales Office. If not in your home state, you can agree to an office in your home state. The arbitration will be governed by the Federal Arbitration Act and the rules of the American Arbitration Association will apply.
v. Choice of forum	Section 15	You and Snap-on Credit consent to jurisdiction for enforcement of arbitration decisions or awards, and for provisional remedies.
w. Choice of law	Section 25	State of Illinois, however, if local law is applicable, the state you reside in at the time you sign this Agreement (except to the extent the Federal Arbitration Act may apply in u., above).

VEHICLE LEASE AGREEMENT

Provision	Section in Vehicle Lease Agreement	Summary
a. Term of the franchise	Not applicable	
b. Renewal or extension of the term	Section 21	If you are not in default, you may elect to enter into a lease renewal under terms agreed to between you and lessor.
c. Requirements for you to renew or extend	Not applicable	
d. Termination by franchisee	Section 24	If you terminate your franchise, you may elect to terminate prior to the end of lease within 14 days prior written notice, payment of all payments due, termination payment, repair and redelivery charges.
e. Termination by Lessor or Snap-on Credit without cause	Not applicable	
f. Termination by Lessor or Snap-on Credit with cause	Sections 15 and 16	Lessor may accelerate lease, sue for all rent payments and/or retake possession of vehicle upon event of default.
g. "Cause" defined-curable defaults	Not applicable	
h. "Cause" defined-non curable defaults	Sections 15 and 16	The following defaults may lead to Lessors remedies in item f. above: failure to pay; cessation of business; or cessation being a Snap-on franchisee; insolvency; bankruptcy; petition filed against franchisee; appointment of receiver or similar appointment; transfer of franchise; untrue or unperformed statements representations or warranties, non-release attachments or levies, bulk transfer; default under other agreements; death of a guarantor.
i. Your obligations on termination/nonrenewal	Section 13	You must redeliver the van and pay any amounts owed plus any prepayment termination, redelivery and other charges.
j. Assignment of contract by lessor	Section 17	No restrictions on Lessor's right to assign.
k. "Transfer" by franchisee-defined	Section 17	Includes transfer of the agreement or rights or duties under the agreements, and transfer, sublet or lending of the vehicle.

Provision	Section in Vehicle Lease Agreement	Summary
l. Snap-on Credit's approval of transfer by franchisee	Section 17	Franchisee may not assign, transfer all or part of lease or vehicle without Lessor's prior written consent or sublet or lend the vehicle for use by anyone other than franchisee or franchisee's employees.
m. Conditions for Snap-on Credit's approval of transfer	Not applicable	
n. Snap-on Credit's right of first refusal to acquire franchisee's business	Not applicable	
o. Snap-on Credit's option to purchase franchisee's business	Not applicable	
p. Death or disability of franchisee	Not applicable	
q. Non-competition covenants during the term of the franchise	Not applicable	
r. Non-competition covenants after the franchise is terminated or expires	Not applicable	
s. Modification of the agreement	Section 26	No modifications without mutual written agreement.
t. Integration /merger clause	Section 26	Written lease supersedes all other oral or written representations.
u. Dispute resolution by arbitration or mediation	Section 28	Except for certain provisional remedies, disputes arising out of the termination of your business or the termination or nonrenewal of the Franchisee Servicing Agreement, will be mediated prior to arbitration. Except for certain provisional remedies, all disputes must be arbitrated at the office of the American Arbitration Association closest to your Regional Sales Office. If not in your home state, you can agree to an office in your home state. The arbitration will be governed by the Federal Arbitration Act and the rules of the American Arbitration Association will apply.
v. Choice of forum	Section 28	You and Lessor consent to jurisdiction for enforcement of arbitration decisions or awards, and for provisional remedies.
w. Choice of law	Section 31	Law of State of Illinois (except to the extent the Federal Arbitration Act may apply in u. above).

ITEM 18
PUBLIC FIGURES

Cruz Pedregon races in the National Hot Rod Series and is sponsored by Snap-on. He will promote the Snap-on franchise and for that purpose will be paid \$48,000. No other public figures will be used to promote our franchise.

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

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

Paid Sales

The following Statement of “Paid Sales” (“Statement”) illustrates the various levels of sales reported by numerous franchisees in the Snap-on system for sales activity during the 2016 reporting period. Paid Sales are presented in \$25,000 increments for paid sales between \$175,000 and \$1,499,999 per year. This information reflects a number of assumptions and limitations noted after the Statement, and which you should read together with the Statement.

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

REPORTED PAID SALES FOR 2016	Number of Franchisees Reporting	%
<i>Less than \$175,000</i>	25	0.85%
\$175,000 to \$199,999	10	0.34%
\$200,000 to \$224,999	28	0.95%
\$225,000 to \$249,999	27	0.92%
\$250,000 to \$274,999	31	1.05%
\$275,000 to \$299,999	38	1.29%
\$300,000 to \$324,999	56	1.90%
\$325,000 to \$349,999	78	2.65%
\$350,000 to \$374,999	76	2.58%
\$375,000 to \$399,999	93	3.16%
\$400,000 to \$424,999	98	3.33%
\$425,000 to \$449,999	124	4.21%
\$450,000 to \$474,999	116	3.94%
\$475,000 to \$499,999	129	4.38%
\$500,000 to \$524,999	134	4.55%
\$525,000 to \$549,999	156	5.30%
\$550,000 to \$574,999	154	5.23%
\$575,000 to \$599,999	150	5.09%
\$600,000 to \$624,999	133	4.51%
\$625,000 to \$649,999	141	4.79%
\$650,000 to \$674,999	128	4.34%
\$675,000 to \$699,999	111	3.77%
\$700,000 to \$724,999	108	3.67%
\$725,000 to \$749,999	84	2.85%
\$750,000 to \$774,999	73	2.48%
\$775,000 to \$799,999	70	2.38%
\$800,000 to \$824,999	69	2.34%
\$825,000 to \$849,999	75	2.55%
\$850,000 to \$874,999	58	1.97%
\$875,000 to \$899,999	41	1.39%
\$900,000 to \$924,999	40	1.36%
\$925,000 to \$949,999	38	1.29%
\$950,000 to \$974,999	33	1.12%

\$975,000 to \$999,999	28	0.95%
\$1,000,000 to \$1,024,999	25	0.85%
\$1,025,000 to \$1,049,999	17	0.58%
\$1,050,000 to \$1,074,999	22	0.75%
\$1,075,000 to \$1,099,999	15	0.51%
\$1,100,000 to \$1,124,999	11	0.37%
\$1,125,000 to \$1,149,999	15	0.51%
\$1,150,000 to \$1,174,999	14	0.48%
\$1,175,000 to \$1,199,999	10	0.34%
\$1,200,000 to \$1,224,999	11	0.37%
\$1,225,000 to \$1,249,999	4	0.14%
\$1,250,000 to \$1,274,999	8	0.27%
\$1,275,000 to \$1,299,999	6	0.20%
\$1,300,000 to \$1,324,999	10	0.34%
\$1,325,000 to \$1,349,999	5	0.17%
\$1,350,000 to \$1,374,999	2	0.07%
\$1,375,000 to \$1,399,999	4	0.14%
\$1,400,000 to \$1,424,999	3	0.10%
\$1,425,000 to \$1,449,999	1	0.03%
\$1,450,000 to \$1,474,999	2	0.07%
\$1,475,000 to \$1,499,999	1	0.03%
<i>Over \$1,500,000</i>	7	0.24%
Total	2,946	100.0%

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

NOTES:

I. Franchisee Information Included in the Statement.

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

The Statement includes only information received from franchisees who operated for all 12 months of the 2016 reporting period and for which we have received Paid Sales information for the full period. Accordingly, franchisees who began or ended operations during calendar year 2016 are not included in the Statement nor are franchisees who failed to submit all Paid Sales information for all of 2016. We have not attempted to verify the information received from franchisees and have no knowledge whether franchisees prepared the information submitted to us in accordance with generally accepted accounting principles.

If a franchisee operated an additional franchise, that additional franchise is reported as a separate “franchise” in the Statement.

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

II. Definition of “Paid Sales”.

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

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

Cash Sales – Those sales for which a franchisee receive a cash payment at the time of the sale, including any cash down payment received on an open account, credit sale or a lease.

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

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

Credit Sales – For certain customer purchases a franchisee may assign to Snap-on Credit with Snap-on Credit’s consent the credit sales contracts (including “Extended Credit Contracts”) for customer purchases (See Item 10). Snap-on Credit credits a franchisee the net sales price (which excludes any down payment and trade-in allowance) for the tools or equipment being sold. This credit is included in Paid Sales.

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

III. Other Notes and Assumptions.

Percentage totals may not equal 100% due to rounding.

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

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

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

Gross Profit

The common definition of gross profit is the net sales made less the cost of goods sold.

We sell **Products** to you at discounts ranging between 10% and 43.9% from suggested retail prices. Based on all franchisee purchases of **Products** from Snap-on in 2016, the average discount from suggested retail prices was 31.8 percent. This percentage does not include cash discount for the timely payment for **Products** purchased or any discount associated with the volume of purchases or percentage of purchases from Snap-on.

You need to be aware that we do not have records that identify the actual selling price of **Products** sold by franchisees. This calculation assumes that the sale of **Products** by franchisees is at the suggested retail price. As it would apply to an individual franchisee, it is assumed that **Products** were sold at the suggested retail price; however, it is likely that some franchisees sell above suggested retail prices, that some sell under suggested retail prices and that some sell certain **Products** above and certain **Products** below suggested retail prices. It also assumes that a franchisee sells an average mix of **Products**, but the specific mix will likely vary by franchisee. You should also remember that this percentage is computed only for **Products** purchased from us and does not include items purchased from outside sources.

This percentage is provided to you only as a guide as you determine your expected gross profit. You should not consider this as the actual or probable gross profit percentage that you will achieve. It will vary based on the **Product** mix you sell and the selling price at which you sell those **Products**.

Substantiation of the data used in arriving at this percentage will be made available to you upon reasonable request.

Worksheet

This is a sample worksheet for you to use in your evaluation of the franchise business. The references to this disclosure document items are meant to aid you in your due diligence. Appendix E is a list of all franchisees of Snap-on as of December 31, 2016, and you may want to contact one or more of them as an additional source of information in determining your estimates. You should not assume your route will have the same numbers or types of customers, or be located in a similar area to that of any franchisee you elect to contact. You need to conduct your own investigation about the business and the route you will operate in conjunction with your personal business and legal advisor.

Paid Sales	If referencing Annual Paid Sales information (FDD Item 19) then deduct estimated sales tax	\$ _____
Discount %	Discount %	_____ %
Gross Profit		\$ _____
Operating Expense		
License Fee	Annualize: Disclosed as a monthly fee in FDD Item 6	\$ _____
Computer Software Maintenance Fee	Annualize: Disclosed as a monthly fee in FDD Item 6	\$ _____

Franchise Finance Program Loan Payment	Annualize: Disclosed as a monthly payment range in FDD Item 6	\$ _____
RA Loan Payment	Annualize: Disclosed as a monthly payment range in FDD Item 6	\$ _____
Insurance and other coverage	Annualize: Disclosed as an annual payment range in FDD Item 6	\$ _____
Van Lease Payment	Annualize: Disclosed as a monthly payment range in FDD Item 6	\$ _____
Van Maintenance	Annualize: Disclosed as a monthly fee in FDD Item 6	\$ _____
Fuel and propane	See Additional Funds – 3 month range description: FDD Item 7, Note 13	\$ _____
Telephone and other communications	See Additional Funds – 3 month range description: FDD Item 7, Note 13	\$ _____
Sales Materials	See Additional Funds – 3 month range description: FDD Item 7, Note 13	\$ _____
Bank and credit card service charges	See Additional Funds – 3 month range description: FDD Item 7, Note 13	\$ _____
Miscellaneous expenses ¹	Such as professional fees, travel, bad debt allowance, etc.	\$ _____
Payroll	Wage and associated costs for employees	\$ _____
Estimated Operating Expenses		\$ _____
Owner's Operating Income	Before tax	\$ _____

¹ Please understand that this may not be an exhaustive list of miscellaneous expenses as certain franchisees may have additional types of expenses.

Other than the preceding financial performance representations, we do not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing company outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to our management by contacting Thomas Kasbohm, Director – Franchise System, 2801 80th Street, Kenosha, Wisconsin, 53143 (262.656.5753), the Federal Trade Commission, and the appropriate state regulatory agencies.

You will be asked to sign the Claims Representation Form attached as Appendix N as confirmation that you have not received any financial performance representations other than as provided in this Item 19. Please carefully consider this, and accurately complete this form.

Results vary, and we cannot estimate the results of any particular franchisee.

ITEM 20 **OUTLETS AND FRANCHISEE INFORMATION**

For purposes of this Item 20, an “outlet” is analogous to the route or List of Calls that a franchisee will service. Although a route or List of Calls changes from time to time, for purposes of this Item 20 we have considered an outlet to be the same if it remains substantially similar. We have included outlets operated by Independents as a franchised outlet because the outlets are similar to those operated by franchisees. As of December 31, 2016, there were 72 Independent outlets.

System-wide Outlet Summary for Years 2014 – 2016

The chart below shows the total number of franchises and company-owned outlets for the last three fiscal years ending December 31, 2016, January 2, 2016 and January 3, 2015.

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2014	3266	3267	+1
	2015	3267	3295	+28
	2016	3295	3340	+45
Company Owned	2014	157	155	-2
	2015	155	130	-25
	2016	130	117	-13
TOTAL OUTLETS	2014	3423	3422	-1
	2015	3422	3425	+3
	2016	3425	3457	+32

NOTE: The total Outlets at the End of the Year 2016 in the chart above excludes 20 franchise outlets for which Snap-on entered into a franchise agreement, but the outlets were not operational as of the fiscal year ending December 31, 2016. As of the Effective Date of this disclosure document, all but 1 of these Outlets are in operation.

Transfers of Outlets from Franchisees to New Owners (other than the Franchisor) for Years 2014 – 2016

The chart below sets forth, on a state-by-state basis, the number of outlets transferred by a franchisee during the last three fiscal years ending December 31, 2016, January 2, 2016 and January 3, 2015. A transfer occurs when the franchisee transfers its interest in an outlet to a person other than Snap-on or any affiliate of Snap-on.

State	Year	Number of Transfers
AL	2014	0
	2015	1
	2016	0
AK	2014	0
	2015	1
	2016	0
AZ	2014	1
	2015	1
	2016	4
AR	2014	0
	2015	2
	2016	1
CA	2014	2
	2015	4
	2016	9
CO	2014	8
	2015	7
	2016	2

State	Year	Number of Transfers
CT	2014	1
	2015	0
	2016	3
DE	2014	0
	2015	1
	2016	0
FL	2014	8
	2015	8
	2016	7
GA	2014	3
	2015	2
	2016	0
HI	2014	0
	2015	0
	2016	0
ID	2014	0
	2015	0
	2016	0
IL	2014	2
	2015	2
	2016	1
IN	2014	0
	2015	1
	2016	2
IA	2014	0
	2015	0
	2016	2
KS	2014	0
	2015	1
	2016	2
KY	2014	1
	2015	4
	2016	2
LA	2014	0
	2015	0
	2016	0
ME	2014	0
	2015	0
	2016	0
MD	2014	0
	2015	2
	2016	1
MA	2014	0
	2015	1
	2016	1
MI	2014	3
	2015	5
	2016	3

State	Year	Number of Transfers
MN	2014	1
	2015	0
	2016	0
MS	2014	0
	2015	0
	2016	0
MO	2014	0
	2015	2
	2016	0
MT	2014	0
	2015	0
	2016	1
NE	2014	1
	2015	0
	2016	1
NV	2014	1
	2015	0
	2016	0
NH	2014	0
	2015	3
	2016	1
NJ	2014	1
	2015	2
	2016	1
NM	2014	2
	2015	0
	2016	0
NY	2014	3
	2015	2
	2016	3
NC	2014	4
	2015	7
	2016	5
ND	2014	1
	2015	0
	2016	0
OH	2014	3
	2015	9
	2016	3
OK	2014	1
	2015	1
	2016	2
OR	2014	1
	2015	0
	2016	0
PA	2014	1
	2015	0
	2016	3

State	Year	Number of Transfers
RI	2014	0
	2015	0
	2016	1
SC	2014	0
	2015	1
	2016	2
SD	2014	1
	2015	0
	2016	1
TN	2014	0
	2015	2
	2016	1
TX	2014	7
	2015	5
	2016	8
UT	2014	0
	2015	1
	2016	2
VT	2014	1
	2015	0
	2016	0
VA	2014	4
	2015	1
	2016	1
WA	2014	1
	2015	2
	2016	2
WV	2014	1
	2015	0
	2016	1
WI	2014	5
	2015	3
	2016	0
WY	2014	1
	2015	0
	2016	1
PR	2014	0
	2015	0
	2016	0
TOTAL	2014	70
	2015	84
	2016	80

Status of Franchise Outlets for Years 2014 – 2016

The chart below sets forth, on a state-by-state basis, the status of outlets owned by franchisees for the last three fiscal years ending December 31, 2016, January 2, 2016 and January 3, 2015.

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of Year
AL	2014	39	6	0	0	4	0	41
	2015	41	6	0	0	5	0	42
	2016	42	6	0	0	2	0	46
AK	2014	12	0	0	0	0	0	12
	2015	12	1	0	0	0	0	13
	2016	13	1	0	0	1	0	13
AZ	2014	53	4	0	0	5	0	52
	2015	52	6	0	0	7	0	51
	2016	51	8	0	0	2	0	57
AR	2014	34	2	0	0	2	0	34
	2015	34	2	0	0	3	0	33
	2016	33	4	0	0	1	0	36
CA	2014	349	23	0	0	25	0	347
	2015	347	24	1	0	23	0	347
	2016	347	23	1	0	16	0	353
CO	2014	73	2	0	0	3	0	72
	2015	72	3	0	0	4	0	71
	2016	71	3	0	0	1	0	73
CT	2014	37	2	0	0	1	0	38
	2015	38	4	0	0	1	0	41
	2016	41	2	0	0	2	0	41
DE	2014	9	1	0	0	3	0	7
	2015	7	1	0	0	0	0	8
	2016	8	0	0	0	0	0	8
FL	2014	160	11	1	0	10	0	160
	2015	160	10	0	0	11	0	159
	2016	159	8	0	0	8	0	159
GA	2014	92	9	0	0	14	0	87
	2015	87	7	0	0	4	0	90
	2016	90	4	0	0	3	0	91
HI	2014	14	2	0	0	1	0	15
	2015	15	2	0	0	2	0	15
	2016	15	1	0	0	2	0	14
ID	2014	19	1	0	0	3	0	17
	2015	17	5	0	0	5	0	17
	2016	17	2	0	0	2	0	17
IL	2014	119	11	0	0	11	0	119
	2015	119	11	0	0	9	0	121
	2016	121	12	0	0	15	0	118
IN	2014	72	7	0	0	6	0	73
	2015	73	7	0	0	6	0	74
	2016	74	4	0	0	5	0	73
IA	2014	47	6	0	0	3	0	50
	2015	50	6	0	0	5	0	51
	2016	51	1	0	0	0	0	52
KS	2014	40	1	0	0	0	0	41
	2015	41	0	0	0	1	0	40
	2016	40	4	0	0	1	0	43

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of Year
KY	2014	50	4	0	0	4	0	50
	2015	50	5	0	0	3	0	52
	2016	52	6	0	0	5	0	53
LA	2014	30	1	0	0	3	0	28
	2015	28	3	0	0	2	0	29
	2016	29	5	0	0	2	0	32
ME	2014	19	2	0	0	1	0	20
	2015	20	1	0	0	1	0	20
	2016	20	2	0	0	1	0	21
MD	2014	75	9	0	0	9	0	75
	2015	75	11	0	0	7	0	79
	2016	79	5	0	0	5	0	79
MA	2014	77	7	0	0	5	0	79
	2015	79	4	0	0	5	0	78
	2016	78	2	0	0	3	0	77
MI	2014	109	7	0	0	4	0	112
	2015	112	6	0	0	5	0	113
	2016	113	5	0	0	1	0	117
MN	2014	60	3	0	0	7	0	56
	2015	56	5	0	0	6	0	55
	2016	55	5	0	0	3	0	57
MS	2014	22	3	0	0	3	0	22
	2015	22	4	0	0	2	0	24
	2016	24	3	0	0	1	0	26
MO	2014	55	5	0	0	5	0	55
	2015	55	2	0	0	4	0	53
	2016	53	10	0	0	9	0	54
MT	2014	18	4	0	0	4	0	18
	2015	18	4	0	0	4	0	18
	2016	18	1	0	0	1	0	18
NE	2014	33	1	0	0	2	0	32
	2015	32	0	0	0	0	0	32
	2016	32	1	0	0	1	0	32
NV	2014	23	1	0	0	0	0	24
	2015	24	0	0	0	1	0	23
	2016	23	1	0	0	1	0	23
NH	2014	34	0	0	0	1	0	33
	2015	33	4	0	0	3	0	34
	2016	34	2	0	0	2	0	34
NJ	2014	106	6	0	0	6	0	106
	2015	106	10	0	0	7	0	109
	2016	109	3	0	0	4	0	108
NM	2014	16	2	0	0	2	0	16
	2015	16	1	0	0	2	0	15
	2016	15	0	0	0	3	0	12
NY	2014	187	10	0	0	13	0	184
	2015	184	19	0	0	14	0	189
	2016	189	16	1	0	15	0	189
NC	2014	92	4	0	0	3	0	93
	2015	93	8	0	0	11	0	90
	2016	90	7	0	0	4	0	93

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of Year
ND	2014	12	4	0	0	0	0	16
	2015	16	2	0	0	3	0	15
	2016	15	1	0	0	0	0	16
OH	2014	127	5	0	0	8	0	124
	2015	124	11	0	0	9	0	126
	2016	126	8	0	0	5	0	129
OK	2014	49	4	0	0	2	0	51
	2015	51	6	0	0	6	0	51
	2016	51	3	0	0	3	0	51
OR	2014	43	9	0	0	6	0	46
	2015	46	1	0	0	2	0	45
	2016	45	1	0	0	3	0	43
PA	2014	173	13	0	0	10	0	176
	2015	176	17	0	0	14	0	179
	2016	179	18	0	0	16	0	181
RI	2014	5	3	0	0	2	0	6
	2015	6	0	0	0	0	0	6
	2016	6	1	0	0	0	0	7
SC	2014	35	4	0	0	7	0	32
	2015	32	7	0	0	2	0	37
	2016	37	5	0	0	6	0	36
SD	2014	17	0	0	0	0	0	17
	2015	17	0	0	0	1	0	16
	2016	16	0	0	0	0	0	16
TN	2014	51	2	0	0	3	0	50
	2015	50	5	0	0	6	0	49
	2016	49	4	0	0	0	0	53
TX	2014	240	18	1	0	15	0	242
	2015	242	17	0	0	11	0	248
	2016	248	11	0	0	14	0	245
UT	2014	31	2	0	0	1	0	32
	2015	32	2	0	0	3	0	31
	2016	31	5	0	0	2	0	34
VT	2014	12	2	0	0	2	0	12
	2015	12	1	0	0	0	0	13
	2016	13	0	0	0	0	0	13
VA	2014	101	7	0	0	9	0	99
	2015	99	6	0	0	8	0	97
	2016	97	12	1	0	12	0	96
WA	2014	60	5	0	0	7	0	58
	2015	58	5	0	0	4	0	59
	2016	59	7	0	0	3	0	63
WV	2014	21	0	0	0	2	0	19
	2015	19	1	0	0	1	0	19
	2016	19	4	0	0	0	0	23
WI	2014	81	11	0	0	6	0	86
	2015	86	6	0	0	7	0	85
	2016	85	4	0	0	6	0	83
WY	2014	14	0	0	0	0	0	14
	2015	14	0	0	0	0	0	14
	2016	14	1	0	0	1	0	14

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of Year
PR	2014	19	2	0	0	2	0	19
	2015	19	2	0	0	2	0	19
	2016	19	0	0	0	1	0	18
TOTAL	2014	3266	248	2	0	245	0	3267
	2015	3267	271	1	0	242	0	3295
	2016	3295	242	3	0	194	0	3340

NOTE: The total Outlets Opened and Outlets at End of Year 2016 in the chart above, excludes 20 franchise outlets for which Snap-on entered into a franchise agreement, but the outlets were not operational as of the fiscal year ending December 31, 2016. As of the Effective Date of this disclosure document, all but 1 of these outlets are in operation.

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

AK 2016 – 1 Franchise ceased operations in 2016, was reacquired by Snap-on and re-franchised in 2016.

AL 2014 – 3 Franchises ceased operations in 2014, were reacquired by Snap-on and re-franchised in 2014.

2015 – 3 Franchises ceased operations in 2015, were reacquired by Snap-on and re-franchised in 2015.

2016 – 1 Franchise ceased operations in 2016, was reacquired by Snap-on and re-franchised in 2016.

2016 – 1 Franchise was not renewed by Snap-on in 2016, was reacquired by Snap-on and re-franchised in 2016.

AZ 2014 – 2 Franchises ceased operations in 2014, were reacquired by Snap-on and re-franchised in 2014.

2014 – 1 Franchise ceased operations in 2014, was reacquired by Snap-on, re-franchised in 2014, ceased operations again in 2014 and was reacquired by Snap-on.

2015 – 4 Franchises ceased operations in 2015, were reacquired by Snap-on and re-franchised in 2015.

2016 – 2 Franchises ceased operations in 2016, were reacquired by Snap-on and re-franchised in 2016.

AR 2014 – 2 Franchises ceased operations in 2014, were reacquired by Snap-on and re-franchised in 2014.

2015 – 1 Franchise ceased operations in 2015, was reacquired by Snap-on and re-franchised in 2015.

2016 – 1 Franchise ceased operations in 2016, was reacquired by Snap-on and re-franchised in 2016.

CA 2014 – 12 Franchises ceased operations in 2014, were reacquired by Snap-on and re-franchised in 2014.

2014 – 2 Independents ceased operations in 2014, were reacquired by Snap-on and re-franchised in 2014.

2014 – 1 Franchise ceased operations in 2014, was reacquired by Snap-on, re-franchised in 2014, ceased operations again in 2014 and reacquired by Snap-on.

2014 – 1 Franchise ceased operations in 2014, was reacquired by Snap-on, re-franchised in 2014, ceased operations again in 2014, was reacquired by Snap-on and re-franchised again in 2014.

2015 – 14 Franchises ceased operations in 2015, were reacquired by Snap-on and re-franchised in 2015.

2015 – 1 Franchise ceased operations in 2015, was reacquired by Snap-on, ceased operations again in 2015, was reacquired by Snap-on and re-franchised again in 2015.

2015 – 1 Franchise ceased operations in 2015, was reacquired by Snap-on, re-franchised in 2015, ceased operations again in 2015 and was reacquired by Snap-on.

2015 – 1 Franchise was terminated for cause, was reacquired by Snap-on (with no assets returned) and re-franchised in 2015.

2016 – 1 Franchise was terminated for cause, was reacquired by Snap-on (with no assets returned) and re-franchised in 2016.

2016 – 11 Franchises ceased operations in 2016, were reacquired by Snap-on and re-franchised in 2016.

2016 – 1 Independent ceased operations in 2016, was reacquired by Snap-on and re-franchised in 2016.

CO 2014 – 5 Franchises ceased operations in 2014, were reacquired by Snap-on and re-franchised in 2014.

2015 – 3 Franchises ceased operations in 2015, were reacquired by Snap-on and re-franchised in 2015.

2016 – 1 Franchise ceased operations in 2016, was reacquired by Snap-on and re-franchised in 2016.

DE 2014 – 2 Franchises ceased operations in 2014, were reacquired by Snap-on and re-franchised in 2014.

FL 2014 – 9 Franchises ceased operations in 2014, were reacquired by Snap-on and re-franchised in 2014.

2015 – 4 Franchises ceased operations in 2015, were reacquired by Snap-on and re-franchised in 2015.

2015 – 1 Franchise ceased operations in 2015, was reacquired by Snap-on, re-franchised in 2015, ceased operations again in 2015 and was re-acquired again by Snap-on.

2015 – 1 Franchise ceased operations in 2015, was reacquired by Snap-on, re-franchised in 2015, ceased operations again in 2015, was re-acquired by Snap-on and re-franchised again in 2015.

2015 – 1 Independent ceased operations in 2015, was reacquired by Snap-on and re-franchised in 2015.

2016 – 6 Franchises ceased operations in 2016, were reacquired by Snap-on and re-franchised in 2016.

GA 2014 – 1 Franchise ceased operations in 2014, was reacquired by Snap-on, re-franchised in 2014, ceased operations again in 2014 and was reacquired by Snap-on.

2014 – 4 Franchises ceased operations in 2014, were reacquired by Snap-on and re-franchised in 2014.

2015 – 1 Franchise ceased operations in 2015, was reacquired by Snap-on, re-franchised in 2015, was reacquired by Snap-on and re-franchised in 2015.

2015 – 1 Franchise ceased operations in 2015, was reacquired by Snap-on, re-franchised in 2015, ceased operations again in 2015 and was reacquired by Snap-on.

2016 – 1 Franchise ceased operations in 2016, was reacquired by Snap-on and re-franchised in 2016.

HI 2015 – 2 Franchises ceased operations in 2015, were reacquired by Snap-on and re-franchised in 2015.

2016 – 1 Franchise ceased operation in 2016, was reacquired by Snap-on and re-franchised in 2016.

ID 2014 – 1 Franchise ceased operations in 2014, was reacquired by Snap-on and re-franchised in 2014.

2015 – 3 Franchises ceased operations in 2015, were reacquired by Snap-on and re-franchised in 2015.

2016 – 1 Franchise ceased operations in 2016, was reacquired by Snap-on and re-franchised in 2016.

IL 2014 – 7 Franchises ceased operations in 2014, were reacquired by Snap-on and re-franchised in 2014.

2015 – 5 Franchises ceased operations in 2015, were reacquired by Snap-on and re-franchised in 2015.

2016 – 14 Franchises ceased operations in 2016, were reacquired by Snap-on and re-franchised in 2016.

IN 2014 – 4 Franchises ceased operations in 2014, were reacquired by Snap-on and re-franchised in 2014.

2015 – 4 Franchises ceased operations in 2015, were reacquired by Snap-on and re-franchised in 2015.

2016 – 1 Franchise ceased operations in 2016, was reacquired by Snap-on and re-franchised in 2016.

IA 2014 – 2 Franchises ceased operations in 2014, were reacquired by Snap-on and re-franchised in 2014.

2014 – 1 Independent ceased operations in 2014, was reacquired by Snap-on and re-franchised in 2014.

2015 – 4 Franchises ceased operations in 2015, were reacquired by Snap-on and re-franchised in 2015.

2015 – 1 Independent ceased operations in 2015, was reacquired by Snap-on and re-franchised in 2015.

KS 2016 – 1 Franchise ceased operations in 2016, was reacquired by Snap-on and re-franchised in 2016.

KY 2014 – 3 Franchises ceased operations in 2014, were reacquired by Snap-on and re-franchised in 2014.

2015 – 1 Franchise ceased operations in 2015, was reacquired by Snap-on and re-franchised in 2015.

2016 – 3 Franchises ceased operations in 2016, were reacquired by Snap-on and re-franchised in 2016.

LA 2014 – 2 Franchises ceased operations in 2014, were reacquired by Snap-on and re-franchised in 2014.

2015 – 2 Franchises ceased operations in 2015, were reacquired by Snap-on and re-franchised in 2015.

2016 – 1 Franchise ceased operations in 2016, was reacquired by Snap-on and re-franchised in 2016.

2016 – 1 Franchise ceased operations in 2016, was reacquired by Snap-on and re-franchised in 2016.

ME 2014 – 1 Franchise ceased operations in 2014, was reacquired by Snap-on and re-franchised in 2014.

2016 – 1 Franchise ceased operations in 2016, was reacquired by Snap-on and re-franchised in 2016.

MD 2014 – 5 Franchises ceased operations in 2014, were reacquired by Snap-on and re-franchised in 2014.

2015 – 6 Franchises ceased operations in 2015, were reacquired by Snap-on and re-franchised in 2015.

2016 – 2 Franchises ceased operations in 2016, were reacquired by Snap-on and re-franchised in 2016.

MA 2014 – 5 Franchises ceased operations in 2014, were reacquired by Snap-on and re-franchised in 2014.

2015 – 2 Franchises ceased operations in 2015, were reacquired by Snap-on and re-franchised in 2015.

2015 – 1 Independent ceased operations in 2015, was reacquired by Snap-on and re-franchised in 2015.

2016 – 1 Independent ceased operations in 2016, was reacquired by Snap-on and re-franchised in 2016.

2016 – 1 Franchise ceased operations in 2016, was reacquired by Snap-on and re-franchised in 2016.

MI 2014 – 3 Franchises ceased operations in 2014, were reacquired by Snap-on and re-franchised in 2014.

2015 – 3 Franchises ceased operations in 2015, were reacquired by Snap-on and re-franchised in 2015.

MN 2014 – 4 Franchises ceased operations in 2014, were reacquired by Snap-on and re-franchised in 2014.

2015 – 4 Franchises ceased operations in 2015, were reacquired by Snap-on and re-franchised in 2015.

2016 – 2 Franchises ceased operations in 2016, were reacquired by Snap-on and re-franchised in 2016.

2016 – 1 Independent ceased operations in 2016, was reacquired by Snap-on and re-franchised in 2016.

MS 2014 – 2 Franchises ceased operations in 2014, were reacquired by Snap-on and re-franchised in 2014.

2015 – 1 Franchise ceased operations in 2015, was reacquired by Snap-on and re-franchised in 2015.

2016 – 1 Franchise ceased operations in 2016, was reacquired by Snap-on and re-franchised in 2016.

MO 2014 – 3 Franchises ceased operations in 2014, were reacquired by Snap-on and re-franchised in 2014.

2015 – 1 Franchise ceased operations in 2015, was reacquired by Snap-on and re-franchised in 2015.

2016 – 7 Franchises ceased operations in 2016, were reacquired by Snap-on and re-franchised in 2016.

MT 2014 – 1 Franchise ceased operations in 2014, was reacquired by Snap-on and re-franchised in 2014.

2015 – 1 Franchise ceased operations in 2015, was reacquired by Snap-on and re-franchised in 2015.

NE 2014 – 1 Franchise ceased operations in 2014, was reacquired by Snap-on and re-franchised in 2014.

NV 2015 – 1 Franchise ceased operations in 2015, was reacquired by Snap-on and re-franchised in 2015.

NH 2014 – 1 Franchise ceased operations in 2014, was reacquired by Snap-on and re-franchised in 2014.

2015 – 3 Franchises ceased operations in 2015, were reacquired by Snap-on and re-franchised in 2015.

2016 – 2 Franchises ceased operations in 2016, were reacquired by Snap-on and re-franchised in 2016.

NJ 2014 – 3 Franchises ceased operations in 2014, were reacquired by Snap-on and re-franchised in 2014.

2015 – 4 Franchises ceased operations in 2015, were reacquired by Snap-on and re-franchised in 2015.

2016 – 4 Franchises ceased operations in 2016, were reacquired by Snap-on and re-franchised in 2016.

NM 2014 – 1 Franchise ceased operations in 2014, was reacquired by Snap-on and re-franchised in 2014.

NY 2014 – 5 Franchises ceased operations in 2014, were reacquired by Snap-on and re-franchised in 2014.

2014 – 1 Franchise ceased operations in 2014, was reacquired by Snap-on, re-franchised in 2014, ceased operations again in 2014 and re-franchised again in 2014.

2015 – 10 Franchises ceased operations in 2015, were reacquired by Snap-on and re-franchised in 2015.

2015 – 3 Independents ceased operations in 2015, were reacquired by Snap-on and re-franchised in 2015.

2016 – 11 Franchises ceased operations in 2016, were reacquired by Snap-on and re-franchised in 2016.

2016 – 1 Franchise was terminated for cause, was reacquired by Snap-on (with no assets returned) and re-franchised in 2016.

2016 – 2 Independents ceased operations in 2016, were reacquired by Snap-on and re-franchised in 2016.

NC 2014 – 4 Franchises ceased operations in 2014, were reacquired by Snap-on and re-franchised in 2014.

2015 – 3 Franchises ceased operations in 2015, were reacquired by Snap-on and re-franchised in 2015.

2016 – 4 Franchises ceased operations in 2016, were reacquired by Snap-on and re-franchised in 2016.

ND 2015 – 1 Franchise ceased operations in 2015, was reacquired by Snap-on and re-franchised in 2015.

OH 2014 – 6 Franchises ceased operations in 2014, were reacquired by Snap-on and re-franchised in 2014.

2015 – 4 Franchises ceased operations in 2015, were reacquired by Snap-on and re-franchised in 2015.

2016 – 3 Franchises ceased operations in 2016, were reacquired by Snap-on and re-franchised in 2016.

OK 2014 – 2 Franchises ceased operations in 2014, were reacquired by Snap-on and re-franchised in 2014.

2015 – 5 Franchises ceased operations in 2015, were reacquired by Snap-on and re-franchised in 2015.

2016 – 3 Franchises ceased operations in 2016, were reacquired by Snap-on and re-franchised in 2016.

OR 2014 – 6 Franchises ceased operations in 2014, were reacquired by Snap-on and re-franchised in 2014.

2015 – 1 Franchise ceased operations in 2015, was reacquired by Snap-on and re-franchised in 2015.

2016 – 1 Franchise ceased operations in 2016, was reacquired by Snap-on and re-franchised in 2016.

2016 – 1 Franchise was terminated for cause in 2016, was reacquired by Snap-on and re-franchised in 2016.

PA 2014 – 6 Franchises ceased operations in 2014, were reacquired by Snap-on and re-franchised in 2014.

2014 – 1 Franchise ceased operations in 2014, was reacquired by Snap-on, re-franchised in 2014, ceased operations again in 2014, reacquired by Snap-on and re-franchised again in 2014.

2015 – 10 Franchises ceased operations in 2015, were reacquired by Snap-on and re-franchised in 2015.

2015 – 1 Independent ceased operations in 2015, was reacquired by Snap-on and re-franchised in 2015.

2016 – 7 Franchises ceased operations in 2016, were reacquired by Snap-on and re-franchised in 2016.

RI 2014 – 2 Franchises ceased operations in 2014, were reacquired by Snap-on and re-franchised in 2014.

SC 2014 – 3 Franchises ceased operations in 2014, were reacquired by Snap-on and re-franchised in 2014.

2015 – 1 Franchise ceased operations in 2015, was reacquired by Snap-on and re-franchised in 2015.

2016 – 3 Franchises ceased operations in 2016, were reacquired by Snap-on and re-franchised in 2016.

TN 2014 – 1 Franchise ceased operations in 2014, was reacquired by Snap-on and re-franchised in 2014.

2015 – 2 Franchises ceased operations in 2015, were reacquired by Snap-on and re-franchised in 2015.

TX 2014 – 10 Franchises ceased operations in 2014, were reacquired by Snap-on and re-franchised in 2014.

2015 – 6 Franchises ceased operations in 2015, were reacquired by Snap-on and re-franchised in 2015.

2015 – 1 Franchise was terminated for cause in 2015, was reacquired by Snap-on and re-franchised in 2015.

2016 – 7 Franchises ceased operations in 2016, were reacquired by Snap-on and re-franchised in 2016.

UT 2015 – 2 Franchises ceased operations in 2015, were reacquired by Snap-on and re-franchised in 2015.

2016 – 2 Franchises ceased operations in 2016, were reacquired by Snap-on and re-franchised in 2016.

VA 2014 – 6 Franchises ceased operations in 2014, were reacquired by Snap-on and re-franchised in 2014.

2014 – 1 Franchise ceased operations in 2014, was reacquired by Snap-on, re-franchised in 2014, ceased operations again in 2014 and re-franchised again in 2014.

2015 – 4 Franchises ceased operations in 2015, were reacquired by Snap-on and re-franchised in 2015.

2016 – 7 Franchises ceased operations in 2016, were reacquired by Snap-on and re-franchised in 2016.

2016 – 1 Franchise was terminated for cause, was reacquired by Snap-on and re-franchised in 2016.

WA 2014 – 3 Franchises ceased operations in 2014, were reacquired by Snap-on and re-franchised in 2014.

2015 – 3 Franchises ceased operations in 2015, were reacquired by Snap-on and re-franchised in 2015.

2016 – 3 Franchises ceased operations in 2016, were reacquired by Snap-on and re-franchised in 2016.

WV 2015 – 1 Franchise ceased operations in 2015, was reacquired by Snap-on and re-franchised in 2015.

WI 2014 – 5 Franchises ceased operations in 2014, were reacquired by Snap-on and re-franchised in 2013.

2014 – 1 Franchise was terminated for cause in 2014, was reacquired by Snap-on and re-franchised in 2014.

2015 – 4 Franchises ceased operations in 2015, were reacquired by Snap-on and re-franchised in 2015.

2015 – 1 Franchise ceased operations in 2015, was reacquired by Snap-on, ceased operations again in 2015, was reacquired by Snap-on, re-franchised in 2015, ceased operations again in 2015, reacquired by Snap-on and re-franchised again in 2015.

2016 – 1 Franchise ceased operations in 2016, was reacquired by Snap-on and re-franchised in 2016.

WY 2014 – 1 Franchise ceased operations in 2014, was reacquired by Snap-on and re-franchised in 2014.

2016 – 1 Franchise ceased operations in 2016, was reacquired by Snap-on and re-franchised in 2016.

PR 2014 – 2 Franchises ceased operations in 2014, were reacquired by Snap-on and re-franchised in 2014.

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

AL 2016 – 1 franchise was not renewed by Snap-on.

CA 2015 – 1 franchise was terminated for cause.

CA 2016 – 1 franchise was terminated for cause.

CT 2016 – 1 franchise was terminated for cause.
 FL 2014 – 1 franchise was terminated for cause.
 FL 2016 – 1 franchise was repurchased by Snap-on.
 LA 2015 – 1 franchise was repurchased by Snap-on.
 MD 2016 – 1 franchise was terminated for cause.
 MT 2015 – 1 franchise was repurchased by Snap-on.
 NY 2016 – 1 franchise was terminated for cause.
 OR 2016 – 1 franchise was terminated for cause.
 PR 2015 – 1 franchise was terminated for cause.
 TN 2015 – 1 franchise was repurchased by Snap-on.
 TX 2014 – 1 franchise was terminated for cause.
 TX 2015 – 1 franchise was terminated for cause.
 VA 2016 – 2 franchises were terminated for cause.
 WI 2014 – 1 franchise was terminated for cause.

Status of Company-Owned Outlets for Years 2014 – 2016

The chart below sets forth, on a state-by-state basis, the status of Company-owned outlets for the last three fiscal years ending December 31, 2016, January 2, 2016 and January 3, 2015.

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of Year
AL	2014	3	4	4	2	6	3
	2015	3	1	5	2	6	1
	2016	1	4	2	0	6	1
AK	2014	0	0	0	0	0	0
	2015	0	1	0	0	1	0
	2016	0	0	1	0	1	0
AZ	2014	7	2	5	2	4	8
	2015	8	0	7	4	6	5
	2016	5	3	2	0	8	2
AR	2014	5	0	2	0	2	5
	2015	5	0	3	3	2	3
	2016	3	3	1	0	4	3
CA	2014	15	8	25	12	23	13
	2015	13	4	23	5	24	11
	2016	11	4	16	0	23	8
CO	2014	0	1	3	1	2	1
	2015	1	0	4	1	3	1
	2016	1	2	1	0	3	1
CT	2014	2	1	1	0	2	2
	2015	2	4	1	0	4	3
	2016	3	0	2	0	2	3
DE	2014	2	0	3	4	1	0
	2015	0	1	0	0	1	0
	2016	0	0	0	0	0	0
FL	2014	7	5	10	5	11	6
	2015	6	1	11	3	10	5
	2016	5	3	8	1	8	7

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of Year
GA	2014	2	2	14	6	9	3
	2015	3	3	4	0	7	3
	2016	3	3	3	1	4	4
HI	2014	0	1	1	0	2	0
	2015	0	0	2	0	2	0
	2016	0	0	2	1	1	0
ID	2014	1	0	3	0	1	3
	2015	3	0	5	1	5	2
	2016	2	0	2	1	2	1
IL	2014	10	3	11	7	11	6
	2015	6	4	9	0	11	8
	2016	8	0	15	5	12	6
IN	2014	2	5	6	2	7	4
	2015	4	0	6	0	7	3
	2016	3	0	5	0	4	4
IA	2014	2	4	3	0	6	3
	2015	3	1	5	0	6	3
	2016	3	1	0	0	1	3
KS	2014	1	1	0	0	1	1
	2015	1	0	1	2	0	0
	2016	0	3	1	0	4	0
KY	2014	0	2	4	1	4	1
	2015	1	3	3	0	5	2
	2016	2	1	5	0	6	2
LA	2014	3	0	3	4	1	1
	2015	1	2	2	0	3	2
	2016	2	2	2	0	5	1
ME	2014	2	1	1	0	2	2
	2015	2	0	1	1	1	1
	2016	1	1	1	0	2	1
MD	2014	3	2	9	3	9	2
	2015	2	4	7	0	11	2
	2016	2	0	5	1	5	1
MA	2014	5	2	5	2	7	3
	2015	3	0	5	2	4	2
	2016	2	0	3	2	2	1
MI	2014	10	5	4	4	7	8
	2015	8	0	5	1	6	6
	2016	6	3	1	0	5	5
MN	2014	1	0	7	4	3	1
	2015	1	0	6	1	5	1
	2016	1	2	3	0	5	1
MS	2014	1	3	3	2	3	2
	2015	2	2	2	0	4	2
	2016	2	2	1	0	3	2

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of Year
MO	2014	8	2	5	2	5	8
	2015	8	0	4	3	2	7
	2016	7	2	9	1	10	7
MT	2014	1	0	4	1	4	0
	2015	0	0	4	0	4	0
	2016	0	1	1	0	1	1
NE	2014	1	0	2	1	1	1
	2015	1	0	0	0	0	1
	2016	1	1	1	1	1	1
NV	2014	0	1	0	0	1	0
	2015	0	0	1	1	0	0
	2016	0	0	1	0	1	0
NH	2014	0	0	1	0	0	1
	2015	1	1	3	0	4	1
	2016	1	2	2	0	2	3
NJ	2014	3	4	6	3	6	4
	2015	4	3	7	0	10	4
	2016	4	0	4	2	3	3
NM	2014	3	2	2	2	2	3
	2015	3	0	2	1	1	3
	2016	3	0	3	1	0	5
NY	2014	6	2	13	4	10	7
	2015	7	2	14	1	19	3
	2016	3	1	15	0	16	3
NC	2014	3	3	3	0	4	5
	2015	5	0	11	4	8	4
	2016	4	3	4	1	7	3
ND	2014	0	4	0	0	4	0
	2015	0	0	3	1	2	0
	2016	0	2	0	1	1	0
OH	2014	8	1	8	5	5	7
	2015	7	0	9	1	11	4
	2016	4	1	5	0	8	2
OK	2014	0	3	2	1	4	0
	2015	0	1	6	0	6	1
	2016	1	0	3	0	3	1
OR	2014	3	2	6	2	9	0
	2015	0	0	2	0	1	1
	2016	1	0	3	2	1	1
PA	2014	12	2	10	0	13	11
	2015	11	0	14	1	17	7
	2016	7	0	16	1	18	4
RI	2014	1	1	2	0	3	1
	2015	1	0	0	1	0	0
	2016	0	1	0	0	1	0

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of Year
SC	2014	3	0	7	3	4	3
	2015	3	4	2	0	7	2
	2016	2	0	6	2	5	1
SD	2014	0	0	0	0	0	0
	2015	0	0	1	1	0	0
	2016	0	1	0	0	0	1
TN	2014	4	4	3	3	2	6
	2015	6	0	6	1	5	6
	2016	6	3	0	1	4	4
TX	2014	4	10	15	3	18	8
	2015	8	5	11	0	17	7
	2016	7	0	14	4	11	6
UT	2014	0	3	1	2	2	0
	2015	0	1	3	0	2	2
	2016	2	4	2	0	5	3
VT	2014	1	1	2	2	2	0
	2015	0	1	0	0	1	0
	2016	0	0	0	0	0	0
VA	2014	2	1	9	2	7	3
	2015	3	0	8	2	6	3
	2016	3	0	12	0	12	3
WA	2014	4	1	7	4	5	3
	2015	3	2	4	1	5	3
	2016	3	3	3	0	7	2
WV	2014	3	0	2	3	0	2
	2015	2	2	1	1	1	3
	2016	3	4	0	0	4	3
WI	2014	3	6	6	0	11	4
	2015	4	1	7	4	6	2
	2016	2	2	6	3	4	3
WY	2014	0	0	0	0	0	0
	2015	0	0	0	0	0	0
	2016	0	0	1	0	1	0
DC	2014	0	0	0	0	0	0
	2015	0	0	0	0	0	0
	2016	0	0	0	0	0	0
PR	2014	0	3	2	3	2	0
	2015	0	0	2	0	2	0
	2016	0	0	1	1	0	0
TOTAL	2014	157	108	245	107	248	155
	2015	155	54	242	50	271	130
	2016	130	68	194	33	242	117

NOTES: The “Outlets Closed” column includes company-owned outlets that ceased being operated by an employee. It also includes situations where the outlet or List of Calls has been dissolved and the “outlet” no longer exists as it had in prior years. The “Outlet Closed” column

also includes the outlets or routes which are vacant at the end of the fiscal year and not being serviced by a company-owned representative or a franchisee.

Projected New Franchised and Company-Owned Outlets during the 2017 Fiscal Year

The chart below sets, on a state-by-state basis, the projected opening of outlets to be opened during the 2017 fiscal year.

State	Franchise Agreements Signed but Outlet Not Opened	Projected New Franchised Outlet in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
AL	1	5	1
AK	0	2	0
AZ	0	3	0
AR	0	6	2
CA	2	47	6
CO	1	2	0
CT	0	6	0
DE	0	0	0
FL	1	13	2
GA	0	6	1
HI	0	2	0
ID	1	3	2
IL	3	12	0
IN	0	9	0
IA	0	4	0
KS	0	3	0
KY	0	7	0
LA	0	6	3
ME	0	4	1
MD	2	6	1
MA	0	7	0
MI	0	9	0
MN	0	2	0
MS	0	5	1
MO	0	14	0
MT	0	2	1
NE	0	2	0
NV	0	4	1
NH	0	2	0
NJ	1	5	0
NM	1	2	0
NY	1	21	2
NC	0	8	0
ND	0	2	0
OH	0	12	0
OK	0	4	0
OR	0	4	1
PA	1	23	1
RI	0	2	0
SC	2	5	1

State	Franchise Agreements Signed but Outlet Not Opened	Projected New Franchised Outlet in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
SD	0	2	0
TN	0	7	1
TX	3	13	3
UT	0	4	1
VT	0	0	0
VA	0	12	2
WA	0	5	1
WV	0	5	0
WI	0	9	0
WY	0	2	0
PR	0	3	0
DC	0	0	0
TOTAL	20	343	35

NOTE: Of the 20 Franchise Agreements Signed but Outlet Not Opened as of fiscal year ending December 31, 2016, in the table above, all but 1 of these outlets are in operation as of the Effective Date of this disclosure document.

NOTE: Projected new outlets include outlets we estimate will be reacquired by Snap-on and re-opened.

A list of the names of all current franchisees as of December 31, 2016, along with their addresses and telephone numbers are listed as Appendix E to this disclosure document.

Attached as Appendix F is a list of the names, city and state, and last known business or home telephone number of franchisees who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the fiscal year ended December 31, 2016, or who has not communicated with Snap-on within 10 weeks of the date of this disclosure document. It includes 227 former franchisees or Independents who are no longer in the system.

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

In some instances, current and former franchisees sign agreements with provisions restricting their ability to speak openly about their experience with Snap-on. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

We created a National Franchisee Advisory Council (“NFAC”), which currently consists of 9 franchisees elected by their peers and 3 members that are appointed. It meets with management at least two times a year and brings to management’s attention issues raised by franchisees. Information about the NFAC or their members can be obtained from David Wells, Vice President – Human Resources & Chief Ombudsman, at 2801 80th Street, Kenosha, Wisconsin, 53143.

ITEM 21
FINANCIAL STATEMENTS

Attached as Appendix G to this disclosure document are Snap-on Incorporated's audited consolidated financial statements, including comparative balance sheets as of December 31, 2016 and January 2, 2016, and statements of earnings, stockholders equity and cash flows for the years ended December 31, 2016, January 2, 2016 and January 3, 2015. Snap-on Incorporated absolutely and unconditionally guarantees to assume the duties and obligations of Snap-on to those franchisees who purchase franchises from Snap-on prior to the expiration of this disclosure document. A copy of the guarantee of Snap-on Incorporated is also attached as Appendix H.

ITEM 22
CONTRACTS

The following agreements are attached as Appendix I to this disclosure document:

- I.1.A Franchise Agreement
- I.1.B Owner's Guaranty of Franchisee's Obligations
- I.1.C.1 Addendum to Snap-on Tools Franchise Agreement (Renewal Franchise)
- I.1.C.2 Addendum to Snap-on Tools Franchise Agreement (Transfer Franchise)
- I.1.C.3 Addendum to Snap-on Tools Franchise Agreement (Expansion Franchise)
- I.1.C.4 Addendum to Snap-on Tools Franchise Agreement (Veterans Discount)
- I.1.C.5 Addendum to Snap-on Tools Franchise Agreement (Employee Discount)
- I.1.C.6.A SBA Mandated Addendum to Franchise Agreement
- I.1.C.6.B Addendum to Snap-on Tools Franchise Agreement (SBA Guaranteed Loan)
- I.1.D Verifone Franchisee Adoption Agreement
- I.1.E Paymentech Merchant Application and Agreement

- I.2 Franchisee Servicing Agreement

- I.3 Loan and Security Agreement
 - I.3.A Continuing Unconditional Guarantee
 - I.3.B Snap-on Credit Automated Payment Plan for Loan Payments

- I.4 Promissory Note

- I.5. Snap-on Tools Software License and Support Agreement

- I.6.A.1 RA Financing Agreement
- I.6.A.2 RA Financing Agreement (Transfer Franchise)
- I.6.B RA Loan Addendum to Loan and Security Agreement
- I.6.C RA Loan Promissory Note

- I.7 Vehicle Lease Agreement, Amendment to Vehicle Lease Agreement, Continuing Unconditional Guarantee, Acceptance Certificate, Van Maintenance Agreement and Snap-on Credit Automated Payment Plan for Van Payments

- I.8 Snap-on Credit Automated Payment Plan for Extended Credit Payments

- I.9 Franchisee Web Page Participation Agreement

- I.10 Acknowledgement Regarding List of Calls

- I.11.A Release (Expansion)
- I.11.B Release (Renewal)
- I.11.C Consent to Transfer Agreement

ITEM 23
RECEIPT

The last two pages of this disclosure document are detachable documents acknowledging your receipt of the disclosure document. Keep one copy of this receipt and return the other, fully executed, to us.

**Addendum to the
Snap-on Tools Company LLC
Franchise Disclosure Document
For Use in California**

1. Except as set forth in Appendices A and B, neither Snap-on nor any of the persons identified in Item 2 of the disclosure document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, suspending or expelling such persons from membership in such association or exchange.

2. The following sentence is added at the end of Item 6:

Snap-on cannot ascertain the amount of the Credit Programs and Open Account Payments, Indemnification or Administrative Handling Charge as each of these fees will vary from franchisee to franchisee and will depend on your particular circumstances.

3. The following paragraphs are added at the end of Item 17 of the disclosure document pursuant to regulations under the California Franchise Investment Law:

Transfer upon Death. The California Franchise Agreement provides for transfer upon death (See the Addendum to Franchise Agreement for Use in California).

California Law Regarding Termination and Non-Renewal. California Business and Professions Code, sections 20000 through 20043, provide rights to franchisees concerning termination of the franchise. If the Franchise Agreement contains a provision that is inconsistent with this law, the law will control.

Termination upon Bankruptcy. The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (Title 11, United States Code, section 101 and following sections).

Arbitration. The Franchise Agreement requires binding arbitration. The arbitration will occur at the office of the American Arbitration Association nearest the Snap-on Regional Sales Office to which franchisee was assigned prior to the dispute; provided, however, if such office is outside the state in which the franchisee resides, franchisee may cause the arbitration to be held within franchisee's state of residence at a place mutually convenient to the parties and the arbitrator. The arbitration shall proceed before a single arbitrator. The arbitrator shall be chosen by the striking method from a panel of neutral arbitrators provided by the American Arbitration Association. If the amount claimed by the party filing for arbitration both in the original demand for arbitration and in any amendment is less than Seventy-five Thousand Dollars (\$75,000), Snap-on shall pay the fees and expenses of the arbitrator and shall also pay the filing fees and costs charged by the American Arbitration Association up to a maximum of Seven Thousand Five Hundred Dollars (\$7,500). Any amount in excess of Seven Thousand Five Hundred Dollars (\$7,500) will be split equally by the parties. If the amount of the claim filed either in the original demand for arbitration or by amendment is for Seventy-five Thousand Dollars (\$75,000) or more, the parties agree to split equally the fees and expenses of the arbitrator and the filing fees and costs charged by the American Arbitration Association. If Franchisee demonstrates that it is unable to pay its portion of these fees, expenses or costs, then the fees, expenses or costs shall be reapportioned by the arbitrator in accordance with applicable law.

Applicable Law. The Franchise Agreement requires application of the laws of the state in which the List of Calls is located, or if the List of Calls is located in more than one state, the state in which the majority of stops on the List of Calls is located at the time the Franchise Agreement was executed, except to the extent that the Federal Arbitration Act shall apply. This provision may not be enforceable under California law.

Post-Term Noncompetition Covenant. The Franchise Agreement contains a post-term covenant not to compete. This provision may not be enforceable under California law.

4. The following paragraph is added at the end of Item 19 of the disclosure document pursuant to regulations under the California Franchise Investment Law:

“The earnings claims figure(s) does (do) not reflect the costs of sales, operating expenses or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your (franchised business). Franchisees or former franchisees listed in the Franchise Disclosure Document may be one source of this information.

OUR WEBSITE IS WWW.SNAPON.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.

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE FRANCHISE DISCLOSURE DOCUMENT.

**Addendum to the
Snap-on Tools Company LLC
Franchise Disclosure Document
For Use in Hawaii**

The State of Hawaii requires that the following statement be added to the Cover Page of the disclosure document:

THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE, OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

No release language set forth in the Franchise Agreement shall relieve Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising in the State of Hawaii.

The State of Hawaii also requires that the following additional information be provided with respect to Item 17 of the Franchise disclosure document:

1. Under the Hawaii Franchise Investment Law, the conditions under which Snap-on may repurchase inventory cannot be conditioned upon signing a termination agreement (see the Addendum to Franchise Agreement for Use in Hawaii).

The following paragraphs are added at the end of Item 20 of this disclosure document pursuant to regulation promulgated under the Hawaii Franchise Investment Law:

The following list reflects the status of the franchise registrations of Snap-on in the states which require registration:

a. The states in which this proposed registration is effective: California (exempt), Florida (exempt), Hawaii, Illinois (exempt), Indiana (exempt), Maine, Maryland (exempt), Michigan, Minnesota, Nebraska (exempt), New York (exempt), North Carolina, North Dakota (exempt), Rhode

Island (exempt), South Dakota, Utah (exempt), Virginia (exempt), Washington and Wisconsin (exempt).

- b. The states in which this proposed registration is or will be shortly on file: None.
- c. The states, if any, which have refused, by order or otherwise, to register these franchises: None.
- d. The states, if any, which have revoked or suspended the right to offer these franchises: None.
- e. The states, if any, in which the proposed registration of these franchises has been withdrawn: None.

**Addendum to the
Snap-on Tools Company LLC
Franchise Disclosure Document
For Use in Illinois**

The State of Illinois requires that the following additional information be provided with respect to Item 17 of the disclosure document:

1. The conditions under which a franchisee can be terminated may be affected by Illinois law, 815 ILCS 705/19 and 705/20.
2. Any provision in a franchise agreement that designates jurisdiction or venue in a forum outside of the State of Illinois is void provided that a franchise agreement may provide for arbitration in a forum outside of the State.
3. Any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of the Illinois Franchise Disclosure Act (the "Act") or any other law of this State is void. This Section shall not prevent any person from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any of the provisions of the Act, nor shall it prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code.

**Addendum to the
Snap-on Tools Company LLC
Franchise Disclosure Document
For Use in Maine**

The following additional information is required to be disclosed by Maine law:

1. As required by Maine law, Snap-on has secured a bond in the amount of \$30,000 issued by Travelers Casualty and Surety Company of America, Pinnacle II Building, 13935 Bishops Drive, Suite 200, Brookfield, WI, 53005. Before signing a contract to purchase a business opportunity, you should check with the surety company to determine the current status of the bond.
2. Pursuant to Maine law, you have the right to avoid the contract for purchase of this business opportunity within 3 business days following the signing of the contract. You should obtain and study a copy of the law regulating the sale of business opportunities before you attempt to avoid the contract. This law is found in the Maine Revised Statutes, Title 32, section 4698.
3. We are required by law to have in our possession materials which constitute a reasonable basis for representations concerning estimated, projected and actual sales, income and gross or net profits. We will provide you with this information upon your request.

**Addendum to the
Snap-on Tools Company LLC
Franchise Disclosure Document
For Use in Maryland**

Even though contrary language may appear in the franchise disclosure document, the Franchise Agreement, the following provisions shall supersede and apply to all franchises offered and sold in the State of Maryland:

1. Franchisees may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law and the Franchise Agreement is amended as such.
2. No release language set forth in the Franchise Agreement shall relieve Franchisor or any other person, directly or indirectly, from liability imposed by the Maryland Franchise Registration and Disclosure Law.
3. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.
4. To the extent that any such representations are requested in the Franchise Agreement they are not intended to nor do they act as a release, estoppel, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure laws Section 14-226 and the Franchisee's acknowledgements in the agreements are so amended.
5. Under COMAR Section 02.02.16L any general release required as a condition of renewal, sale, and/or assignment/transfer in Item 17 as well as in the Franchise Agreement shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law and the Franchise Agreement is amended as such.

**Addendum to the
Snap-on Tools Company LLC
Franchise Disclosure Document
For Use in Minnesota**

1. The second paragraph in Item 13 of the disclosure document is amended to add the following language as the last sentence:

However, Snap-on will indemnify Minnesota franchisees against liability to third parties resulting from claims by third parties that your use of Snap-on's trademarks infringes trademark rights of the third party; provided that you give notice to Snap-on of any such claim within 10 days and you tender to Snap-on defense of the claim and management of the defense, including the right to compromise, settle, or otherwise resolve the claims and to decide whether to appeal any determination involving the claim.

2. Snap-on will comply with Minnesota Statutes section 80C.14, subdivisions 3, 4, and 5 which require, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) (See Item 17 of the disclosure document and the Addendum to the Franchise Agreement for Use in Minnesota).

3. The State of Minnesota requires that the Cover Page and Item 17 of the disclosure document be amended to include the following language as it concerns governing law, jurisdiction and venue, and choice of forum:

"Pursuant to Minn. Stat. 80C.21 and 80C.17 subd.5 and Minn. Rule 2860.4400D and J, this section shall not in any way abrogate or reduce any rights of the franchisee as provided for in Minnesota Statutes, Chapter 80C."

**Addendum to the
Snap-on Tools Company LLC
Franchise Disclosure Document
For Use in New York**

1. The cover page of the franchise disclosure document is amended to add the following statement:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SERVICES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY A STATE DOES NOT MEAN THAT A STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY.

2. Item 3 of this franchise disclosure document is amended by adding the following at the end of the item:

Neither the franchisor, its predecessor, a person identified in Item 2 nor any of its affiliates offering franchises under the franchisor's principal trademark:

A. Has an administrative, criminal or civil action pending against that person alleging: a felony; embezzlement, fraudulent conversion, or misappropriation of property.

B. Has 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: embezzlement, fraudulent conversion or misappropriation of property.

C. Is subject to a 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 or 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.

3. Item 4 is deleted in its entirety and the following is substituted in its place:

Item 4 – Bankruptcy

Neither the franchisor nor any of its affiliates, its predecessor or officers 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) obtained 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.

4. Item 5 is amended to add the following language at the end of the Item:

We use the initial fees to cover costs incurred in performing our obligations under the Franchise Agreement and to cover other overhead expenses.

5. Item 17 is amended by deleting the first paragraph and substituting the following:

THIS TABLE LISTS CERTAIN IMPORTANT PROVISIONS OF THE FRANCHISE AND RELATED AGREEMENTS. YOU SHOULD READ THESE PROVISIONS IN THE AGREEMENTS ATTACHED TO THIS FRANCHISE DISCLOSURE DOCUMENT.

6. The following language is added to Item 17 in the Summary section of provision (d), entitled **Termination by you:**

Franchisee can terminate upon any grounds available by law.

7. The following language is added to Item 17 in the Summary section of provision (w), entitled **Choice of law:**

The foregoing Choice of Law should not be considered a waiver of any right conferred upon the franchisor or Franchisee by the General Business Law of the State of New York, Article 33.

**Addendum to the
Snap-on Tools Company LLC
Franchise Disclosure Document
For Use in North Carolina**

The following additional information is required to be disclosed by North Carolina law:

1. As required by North Carolina law, Snap-on has secured a bond issued by Travelers Casualty and Surety Company of America, Pinnacle II Building, 13935 Bishops Drive, Suite 200, Brookfield, WI, 53005, a surety company authorized to do business in this State. Before signing a contract to purchase this business opportunity, you should check with the surety company to determine the bond's current status.
2. If Snap-on fails to deliver the products, equipment or supplies or fails to render the services necessary to begin substantial operation of the business within 45 days of the delivery date stated in your contract, you may notify Snap-on in writing and demand that the contract be canceled.
3. We are doing business under the name Snap-on Tools Company LLC and Snap-on. We have not done business under any other name and do not intend to do so.
4. The names and titles of the persons who have responsibility for our business activities relating to the sale of franchises are listed in Item 2 of the Franchise Disclosure Document. The address of each of those persons is 2801 80th Street, Kenosha, Wisconsin, 53143.
5. None of the persons listed in Item 2 of the Franchise Disclosure Document has been the subject of any legal or administrative proceeding alleging the violation of any business opportunity or franchise law, or fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, misappropriation of property or comparable allegations.
6. Except as noted below, none of the persons listed in Item 2 of the Franchise Disclosure Document has been the subject of any bankruptcy, reorganization or receivership proceeding, or was an owner, a principal officer or a general partner of any entity which has been subject to such proceeding.

Donald J. Stebbins, Director, previously served as Chairman, President and Chief Executive Officer of Visteon Corporation from 2008 to 2012. Visteon Corporation filed for Chapter 11 bankruptcy protection in 2009 and emerged from bankruptcy in 2010.
7. We have never offered any other business opportunity.

**Addendum to the
Snap-on Tools Company LLC
Franchise Disclosure Document
For Use in North Dakota**

The State of North Dakota requires that the following additional information be provided with respect to Item 17 of the disclosure document:

1. The North Dakota Securities Commissioner mandates that North Dakota franchisees may not be required to consent to the jurisdiction of courts outside of North Dakota (See Addendum to Franchise Agreement for Use in North Dakota).

2. The North Dakota Securities Commissioner mandates that a North Dakota franchise agreement be governed by the laws of North Dakota (See Addendum to Franchise Agreement for Use in North Dakota).

**Addendum to the
Snap-on Tools Company LLC
Franchise Disclosure Document
For Use in Rhode Island**

1. The State of Rhode Island requires that Item 17 of the disclosure document be amended to include the following language as it concerns governing law, jurisdiction and venue, and choice of forum:

“Sec. 19-28.1-14 of the Rhode Island Franchise Investment Act provides that “A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.”

**Addendum to the
Snap-on Tools Company LLC
Franchise Disclosure Document
For Use in Virginia**

The State of Virginia requires that the following additional information be provided with respect to Item 17 of the disclosure document:

“Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause.

**Addendum to the
Snap-on Tools Company LLC
Franchise Disclosure Document
For Use in Washington**

The State of Washington requires that the following additional information be provided with respect to Item 17 of the disclosure document:

1. If any of the provisions in the franchise disclosure document or franchise agreement are inconsistent with the relationship provisions of RCW 19.100.180 or other requirements of the Washington Franchise Investment Protection Act, the provisions of the Act will prevail over the inconsistent provisions of the franchise disclosure document and franchise agreement with regard to any franchise sold in Washington.
2. In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the State of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.
3. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.
4. The Washington Franchise Investment Protection Act, Chapter 19.100.220.(2) RCW provides as follows:

“(2) Any agreement, condition, stipulation or provision, including a choice of law provision, purporting to bind any person to waive compliance with any provision of this chapter or any rule or order hereunder is void. A release or waiver executed by any person pursuant to a negotiated settlement in connection with a bona fide dispute between a franchisee and a franchisor, arising after their franchise agreement has taken effect, in which the person given the release or waiver is represented by independent legal counsel, is not an agreement prohibited by this subsection.”
5. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.
6. Transfer fees are collectable to the extent that they reflect the franchisor’s reasonable estimated or actual costs in effecting a transfer.
7. The Washington Franchise Agreement provides for transfer of your franchise upon death (See the Addendum to the Franchise Agreement for Use in Washington).

APPENDIX A

PENDING LITIGATION AS OF FEBRUARY 10, 2017 AND LITIGATION FILED BY SNAP-ON AGAINST FRANCHISEES IN FISCAL YEAR ENDING DECEMBER 31, 2016

PENDING LITIGATION AS OF FEBRUARY 10, 2017.

Snap-on Tools of Canada Ltd. and Snap-on Credit Canada Ltd. v. Kevin Tyson. This case was filed in the Court of Queen's Bench of Alberta Judicial District of Calgary (Action No. 0501-14510) on October 6, 2005, by Snap-on Canada and Snap-on Credit Canada Ltd. as a collection action requesting judgment in the amount of \$95,793.69, interest and costs against a former franchisee, Kevin Tyson. Tyson denied the allegations and filed a counterclaim alleging breach of the franchise agreement and wrongful termination of the franchise agreement and seeking damages of \$156,000, interest and costs. This case has remained dormant since 2009 and no trial date has been set.

No other action is required to be disclosed.

LITIGATION FILED BY SNAP-ON AGAINST FRANCHISEES IN FISCAL YEAR ENDING DECEMBER 31, 2016.

None.

APPENDIX B

CONCLUDED LITIGATION

During the ten (10) year period immediately preceding the date of this disclosure document, Snap-on Tools Company LLC, Snap-on Incorporated, or a predecessor in name (references to Snap-on in this Appendix B mean Snap-on Tools Company LLC, Snap-on Incorporated, or a predecessor in name) and, where indicated, persons identified in Item II have been the subject of the following concluded civil actions. Some of the following claims were alleged in these civil actions: A violation of a franchise, antitrust or securities law; fraud; unfair or deceptive practices; or comparable allegations. Any additional claims that were alleged in these civil actions are included in the description of each action. Unless otherwise indicated, each plaintiff was a franchisee or non-franchised dealer prior to, or at, the time the action was filed, or the spouse of a current or former franchisee or non-franchised dealer at the time the action was filed. Cases have either settled or had a judgment awarded or confirmed. Snap-on paid the amount described in each case summary and the parties relinquished all claims against one another.

I. THE FOLLOWING ACTIONS WERE BROUGHT BY FRANCHISEES.

Christopher Burgasser and Christina Burgasser v. Snap-on Incorporated, Snap-on Tools Company LLC, Does 1 through 20 inclusive (CA). This case was filed in the Fresno, California County Superior Court on March 21, 2012, alleging material misrepresentation both by written and oral communication to convince plaintiff, Christopher, Burgasser, to enter into a Gateway Franchise Agreement with Snap-on. It also provided a separate count of material misrepresentation on behalf of plaintiff, Christina Burgasser. Plaintiff requested general and specific damages according to proof at trial, punitive damages according to proof, interest and costs. Snap-on denied these allegations and the court issued an order compelling arbitration. The parties settled this case on August 30, 2012, with Snap-on paying the plaintiffs \$20,000.00, the parties exchanging mutual releases and dismissing the case.

Luis Canaveral v. Snap-on Incorporated (FL). Demand for arbitration filed by Luis Canaveral on June 26, 2006, seeking monetary damages of \$250,000.00. Additional allegations include breach of contract and breach of implied covenant of good faith and fair dealing. This matter was dismissed with prejudice and a confidential settlement agreement entered into in May, 2007 pursuant to which Snap-on paid Mr. Canaveral \$82,500.00.

Darin Canetti v. Snap-on Tools Company LLC, Snap-on Credit LLC, Bart Wignall, Michael Montemurro, Nicholas Loffredo and David Pence (NJ). Demand for arbitration filed by Darin Canetti in December 2004, seeking monetary damages of \$1,000,000.00, attorney's fees, and injunctive relief. Allegations included misrepresentation, fraud, breach of contract, breach of fiduciary duty, and breach of implied covenant of good faith and fair dealing. This matter was settled pursuant to a Confidential Settlement Agreement and Full and Final Release entered into in December 2007, pursuant to which Snap-on paid Canetti \$240,000.00, and the parties exchanged general releases.

Scott W. Copperthite v. Snap-on Tools Company LLC (CT). Demand for arbitration was filed by Scott Copperthite in February 2007, seeking monetary damages of \$500,000.00, attorney fees, interest, arbitration costs and punitive/exemplary damages. Allegations included breach of contract, fraud, misrepresentation and breach of implied duty of good faith and fair dealing. Snap-on denied these allegations and counterclaimed against Copperthite for \$85,484.51 for unpaid Product purchases. This matter was settled in December 2007, pursuant to a Confidential

Settlement Agreement and Full and final Release. Snap-on paid Copperthite \$60,000.00, and the parties exchanged mutual general releases.

Timothy Geisel v. Snap-on (TX). Geisel filed a complaint in the 68th Judicial District, Dallas County, Texas, Case No. 02-8322 on September 4, 2002, seeking \$350,000.00, plus punitive damages and attorney's fees. Snap-on moved to stay pending arbitration, and Geisel agreed to arbitrate. Additional allegations include breach of contract, negligence and breach of fiduciary duty. The parties entered into a confidential settlement agreement and release in June, 2007 pursuant to which Snap-on paid Mr. Geisel \$210,000.00 and this arbitration was dismissed with prejudice.

Daniel Jacobson v. Snap-on Tools Company LLC and Snap-on Inc. (CA). This case was filed on May 12, 2015 in the United States District Court Northern District of California, San Francisco Division as a class action on behalf of plaintiff and all persons who signed franchise agreements with defendants in the State of California within four years preceding the filing date. Plaintiff alleged that franchisees are misclassified and are employees under the California Labor Code. Plaintiff alleged violation of the California Labor Code and California Business and Professions Code and sought on behalf of plaintiff and class members un-reimbursed necessary employment expenses, restitution of fees deducted from compensation, overtime compensation, meal and rest period compensation, restitution of fees paid defendants as a condition of employment, liquidated damages, interest, waiting time penalties and available statutory penalties and damages. The court granted Snap-on's motion to compel arbitration on an individual basis with the exception of the Private Attorney General Act claims, which the judge stayed pending the outcome of the arbitration. The arbitration and Federal Court action were dismissed with prejudice, and a confidential settlement agreement and mutual release was entered into in December, 2016 pursuant to which Snap-on paid Mr. Jacobson and his counsel \$138,000.00.

Michael T. Rowley v. Snap-on Incorporated (OR). Demand for arbitration filed by Michael Rowley on June 28, 2006, seeking monetary damages of \$970,507.37. Additional allegations include breach of contract and breach of implied covenant of good faith and fair dealing. The parties agreed in July 2007 to enter into a confidential settlement agreement pursuant to which this matter will be dismissed with prejudice and Snap-on will pay Mr. Rowley \$150,000.00.

Lee A. Smith v. Snap-on Tools Company (IL). Demand for arbitration filed by Lee A. Smith on February 3, 2004, seeking a sum in excess of \$300,000.00 plus costs and attorney's fees and cancellation of any alleged debt owed to Snap-on. The parties agreed on September 29, 2006, to settle this case through the payment by Snap-on to Smith of \$30,000.00. The parties entered into a confidential Settlement Agreement pursuant to which the parties exchanged mutual general releases in February, 2007.

II. THE FOLLOWING ACTIONS WERE BROUGHT BY NON-FRANCHISE DEALERS.

None.

III. OTHER ACTIONS.

D&B Automotive Equipment, Inc., a California corporation dba Automotive Equipment, Collision Equipment Specialist, Equipment Specialists Co., P.A.C.E., Inc., a Washington Corporation, Pallas Equipment, Inc., a Colorado corporation and Harold W. Fizione v. Snap-on, Inc., a Delaware corporation, and Hein-Werner Corporation, a Wisconsin corporation dba Collision Repair Equipment Group and Blackhawk-Kansas Jack and David E. Cox (Case No. 03-C-0141 in the United States District Court for the Eastern District of Wisconsin). The case was filed on or about February 21, 2003, by five former Hein-Werner distributors alleging breach of contract, fraud, breach of implied warranties, violation of deceptive and unfair trade practices statutes, tortious interference with contract, tortious interference with prospective business advantage and defamation, and seeking \$4,414,000.00 plus loss of business value, punitive damages and costs. The parties entered into a Confidential Settlement Agreement and Release effective October 24, 2007, pursuant to which Snap-on paid plaintiffs \$220,000.00, the parties exchanged mutual general releases and the action was dismissed with prejudice.

Steve Johnstone Holdings Ltd. and Steve Johnstone v. Snap-on Tools of Canada Ltd. This case was filed in Court of Queen's Bench of Alberta Judicial District of Red Deer in March 2006 (Action No. 0610-00239), alleging misrepresentation, breach of the franchise agreement, forced purchasing and breach of fiduciary duty. Plaintiffs claim damages of \$250,000 plus \$20,000 in punitive damages, pre and post judgment interest and costs and attorney fees. Snap-on Tools of Canada Ltd. ("Snap-on Canada") denied the allegations in the complaint and counterclaimed for \$56,000 for unpaid balance of the initial loan and unpaid account balance. A judicial mediation was conducted in July, 2011 and the case was settled by Snap-on Canada paying the plaintiffs \$75,000, the parties exchanging mutual releases and this case was dismissed with prejudice.

Chuck McDonald, Stanley Rogers, Charles Smith, Kevin Ford and Barry Gordon v. Snap-on Tools Company, Snap-on Credit Corporation and Cyril Gray (Class Action) (AR). Case No. CV 2003-102. Case filed in the Circuit Court of Clark County, Arkansas on May 22, 2003, seeking unspecified damages. Additional allegations include: breach of contract, violation of the Arkansas Deceptive Trade Practices Act, civil conspiracy, and negligence. This is a lawsuit brought by five Snap-on mechanic customers. Plaintiffs claim the defendant, Cyril Gray, a former Snap-on Dealer, acting on behalf of Snap-on and Snap-on Credit, committed numerous improprieties pertaining to customer accounts. Plaintiffs sought class action status. The parties have entered into confidential settlement agreements dated April 13, 2007, pursuant to which Snap-on paid a combined payment of \$19,400.00 and released the combined debt of \$48,000.00.

APPENDIX C

Trademarks

APPENDIX C

Trademarks Registered in U.S.A.

Mark Name	Application Number	Application Date	Registration Number	Registration Date	Expiration Date
ATI	72/316576	1/15/1969	0921520	10/5/1971	10/5/2021
ATI and design	72/316577	1/15/1969	0917132	7/27/1971	7/27/2021
BLACKHAWK and design	71/482457	4/23/1945	424871	10/29/1946	10/29/2026
BLACKHAWK and design	74/078414	7/16/1990	1665659	11/26/1991	11/26/2021
BLACKHAWK AUTOMOTIVE	77/811229	8/24/2009	3946681	4/19/2011	4/19/2021
BLUE POINT	73/450432	10/31/1983	1471176	1/5/1988	1/5/2018
BLUE-POINT (STYLIZED)	73/746917	8/18/1988	1553456	8/29/1989	8/29/2019
BLUE STEEL	77/603216	10/29/2008	3730584	12/29/2009	12/29/2019
BONNEY and design	71/031399	11/27/1907	0068202	3/17/1908	3/17/2018
CARTPORT	78/412246	5/3/2004	3121625	7/25/2006	7/25/2026
CDI TORQUE PRODUCTS and design	86/182821	2/3/2014	4730075	5/5/2015	5/5/2025
COMPUTORQ	86/503026	1/14/2015	4799267	8/25/2015	8/25/2025
Configuration of a hand held electric drill	75/848600	11/15/1999	2679411	1/28/2003	1/28/2023
CONTROLTECH	86/062453	9/12/2013	4646337	11/25/2014	11/25/2024
CRUD THUG	76/311681	9/12/2001	2600941	7/30/2002	7/30/2022
DOCKER LOCKER	76/252356	5/4/2001	2678887	1/21/2003	1/21/2023
DUAL 80	77/155796	4/13/2007	3499696	9/9/2008	9/9/2018
E DATA ELECTRONIC VEHICLE MEASUREMENT DATA and design	75/028820	12/4/1995	2080802	7/22/1997	7/22/2017
EDATA	75/028821	12/4/1995	2029996	1/14/1997	1/14/2017
ELECTROTORK	73/706621	1/20/1988	1509072	10/18/1988	10/18/2018
EQUIPMENT SOLUTIONS	75/106641	5/20/1996	2119012	12/9/1997	12/9/2017
EQUISERV	75/236273	4/4/1997	2146144	3/24/1998	3/24/2018
ETHOS	77/638049	12/22/2008	3631358	6/2/2009	6/2/2019
FAST TRACK	74/556830	8/3/1994	1948283	1/16/1996	1/16/2026
FLANK DRIVE	73/291515	12/31/1980	1200860	7/13/1982	7/13/2022
GEARTHREADS	86/100983	10/24/2013	5045907	9/20/2016	9/20/2026
Handle with one groove (design)	76/609870	9/16/2004	3025816	12/13/2005	12/13/2025
Handle with two grooves (design)	76/609865	9/16/2004	3039421	1/10/2006	1/10/2026
HEIN-WERNER AUTOMOTIVE	77/811234	8/24/2009	3949749	4/26/2011	4/26/2021
IDEAFORGE	85/424490	9/16/2011	4330199	5/7/2013	5/7/2023
INSTINCT	78/840859	3/20/2006	3360711	12/25/2007	12/25/2017
INSTINCT and design	85/398913	8/16/2011	4108901	3/6/2012	3/6/2022
ISO-RIDE and design	77/100142	2/6/2007	3897565	12/28/2010	12/28/2020
JOHN BEAN	75/147268	8/8/1996	2129999	1/20/1998	1/20/2018
JOHN BEAN	75/147269	8/8/1996	2123136	12/23/1997	12/23/2017
JOHN BEAN	75/044346	1/16/1996	2035362	2/4/1997	2/4/2017
Key design	75/240071	2/11/1997	2170425	6/30/1998	6/30/2018
KJ and design	72/397087	7/12/1971	953089	2/13/1973	2/13/2023
LEVEL 5 TOOL CONTROL SYSTEM	77/703299	3/31/2009	3964015	5/24/2011	5/24/2021
LIGHTNING	75/912066	2/7/2000	2707449	4/15/2003	4/15/2023
LOCK 'N ROLL	74/622184	1/17/1995	1982124	6/25/1996	6/25/2026
MICROSCAN	76/388720	3/29/2002	2854474	6/15/2004	6/15/2024
MODIS	86/246846	4/9/2014	4677827	1/27/2015	1/27/2025

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PORTO-POWER and design	73/203264	2/9/1979	1154509	5/19/1981	5/19/2021
POWER POST	72/327908	5/21/1969	922319	10/19/1971	10/19/2021
POWER-CAGE	73/245168	1/7/1980	1165257	8/18/1981	8/18/2021
POWER-PRO	86/425846	10/16/2014	4853972	11/17/15	11/17/2025
Ratchet handle design with two grooves at the end	76/214991	2/26/2001	2717021	5/20/2003	5/20/2023
Ratchet handle design with one groove at the end	76/214990	2/26/2001	2717020	5/20/2003	5/20/2023
S (block wrench logo)	76/019920	4/6/2000	2469437	7/17/2001	7/17/2021
Shape of handle i design	74/531304	5/31/1994	1940587	12/12/1995	12/12/2025
Shape of handle ii design	74/531305	5/31/1994	1940588	12/12/1995	12/12/2025
SHARK	74/519312	4/21/1994	1894954	5/23/1995	5/23/2025
SHARK and design	74/312587	9/10/1992	1834459	5/3/1994	5/3/2024
Shoe Design with wrench in the sole	74/694365	6/27/1995	1996742	8/27/1996	8/27/2026
SHOPKEY	75/304303	6/6/1997	2164063	6/9/1998	6/9/2018
SHOPSTREAM	78/957468	8/22/2006	4272600	1/8/2013	1/8/2023
Shopstream "S" design	78/957696	8/22/2006	3667938	8/11/2009	8/11/2019
SMART SMOKE	85/067317	6/21/2010	4032479	9/27/2011	9/27/2021
SNAP-ON	72/197514	7/9/1964	788320	4/20/1965	4/20/2025
SNAP-ON	72/213903	3/11/1965	835768	9/26/1967	9/26/2017
SNAP-ON	74/135800	2/4/1991	1763791	4/6/1993	4/6/2023
SNAP-ON	72/213902	3/11/1965	871795	6/24/1969	6/24/2019
SNAP-ON	72/318335	2/4/1969	964404	7/17/1973	7/17/2023
SNAP-ON	73/491406	7/23/1984	1610337	8/21/1990	8/21/2020
SNAP-ON	74/618140	1/5/1995	1983599	7/2/1996	7/2/2026
SNAP-ON	74/618141	1/5/1995	1961694	3/12/1996	3/12/2026
SNAP-ON	74/618142	1/5/1995	1961695	3/12/1996	3/12/2026
SNAP-ON	74/700665	7/13/1995	2024681	12/17/1996	12/17/2026
SNAP-ON	85/315321	5/9/2011	4063407	11/29/2011	11/29/2021
SNAP-ON	72/288987	11/22/1967	869928	5/27/1969	5/27/2019
SNAP-ON	75/638522	2/11/1999	2464334	6/26/2001	6/26/2021
SNAP-ON	76/240863	4/13/2001	2565234	4/30/2002	4/30/2022
SNAP-ON	72/213904	3/11/1965	804474	3/1/1966	3/1/2026
SNAP-ON	78/329488	11/18/2003	2966535	7/12/2005	7/12/2025
SNAP-ON	72/200498	8/24/1964	826632	4/4/1967	4/4/2017
SNAP-ON	74/262034	4/3/1992	1761046	3/30/1993	3/30/2023
SNAP-ON	77/982574	7/2/2008	4060782	11/22/2011	11/22/2021
SNAP-ON	77/513669	7/2/2008	4346973	6/4/2013	6/4/2023
SNAP-ON	77/513691	7/2/2008	4346975	6/4/2013	6/4/2023
SNAP-ON	77/513705	7/2/2008	3768399	3/30/2010	3/30/2020
SNAP-ON	77/513718	7/2/2008	4070907	12/13/2011	12/13/2021
SNAP-ON	77/513780	7/2/2008	3883346	11/30/2010	11/30/2020
SNAP-ON	77/513764	7/2/2008	3768400	3/30/2010	3/30/2020
SNAP-ON	77/513735	7/2/2008	3883345	11/30/10	11/30/2020
SNAP-ON	77/513682	7/2/2008	4346974	6/4/13	6/4/2023
SNAP-ON	77/853621	10/21/2009	3802780	6/15/2010	6/15/2020
SNAP-ON	85/376117	7/20/2011	4105572	2/28/2012	2/28/2022
SNAP-ON	77/983171	7/2/2008	4172125	7/10/2012	7/10/2022

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SNAP-ON	77/982946	7/2/2008	4161654	6/19/2012	6/19/2022
SNAP-ON	73/481972	5/24/1984	1372116	11/26/1985	11/26/2025
SNAP-ON	77/513792	7/2/2008	3934826	3/22/2011	3/22/2021
SNAP-ON (block wrench logo)	74/279039	5/26/1992	1810439	12/14/1993	12/14/2023
SNAP-ON (block wrench logo)	85/166090	11/1/2010	3977563	6/14/2011	6/14/2021
SNAP-ON (block wrench logo)	85/186966	11/30/2010	3978231	6/14/2011	6/14/2021
SNAP-ON (block wrench logo)	85/298341	4/19/2011	4062951	11/29/2011	11/29/2021
SNAP-ON (stylized)	71/535356	9/23/1947	660530	4/15/1958	4/15/2018
SNAP-ON MASTERS OF METAL TOUR	85/565710	3/9/2012	4294742	2/26/2013	2/26/2023
SNAP-ON NO COMPROMISE TOUR	85/376144	7/20/2011	4193157	8/21/2012	8/21/2022
SNAP-ON QUICKQUOTE	86/753752	9/11/2015	5069894	10/25/2016	10/25/2026
SNAP-ON RACING (block wrench logo and checkered flag design)	85/598638	4/16/2012	4225795	10/16/2012	10/16/2022
SNAP-ON TECHKNOW EXPRESS	85/787165	11/26/2012	4597891	9/2/2014	9/2/2024
SNAP-ON TECHKNOW EXPRESS	85/787188	11/26/2012	4597892	9/2/2014	9/2/2024
SNAP-ON TOOLS	86/732427	8/21/2015	5065568	10/18/2016	10/18/2026
SNAP-ON TOOLS (vintage logo)	86/707271	7/28/2015	4981611	7/21/2016	7/21/2026
SOLUS EDGE	86/502982	1/14/2015	4799264	8/25/2015	8/25/2025
SOLUS ULTRA	85/228732	1/28/2011	4071939	12/13/2011	12/13/2021
SUN	71/616460	7/13/1951	596377	10/5/1954	10/5/2024
SUN	73/134313	7/18/1977	1105536	11/7/1978	11/7/2018
SUN and sunburst design	73/133275	7/8/1977	1129838	1/29/1980	1/29/2020
SUN SUPER TACH	73/106716	11/15/1976	1073526	9/20/1977	9/20/2017
SUN TEST SYSTEMS	79/065237	11/21/2008	3980140	6/21/2011	6/21/2021
SUNPRO	74/285416	6/15/1992	1780097	7/6/1993	7/6/2023
SUNTUNE	73/246064	1/14/1980	1163550	8/4/1981	8/4/2021
SUPERRENCH	71/222057	10/20/1925	209075	2/16/1926	2/16/2026
SURETRACK	85/692331	8/1/2012	4419649	10/15/2013	10/15/2023
TECHANGLE	78/613815	4/21/2005	3349528	12/4/2007	12/4/2017
TECHWRENCH	76/335554	11/8/2001	2789411	12/2/2003	12/2/2023
Tool Handle Design with one groove	76/214992	2/26/2001	2689962	2/25/2003	2/25/2023
Tool Handle Design with three grooves	76/214688	2/26/2001	2689961	2/25/2003	2/25/2023
Tool Handle Design with two grooves	76/214993	2/26/2001	2689963	2/25/2003	2/25/2023
Tool Sweep Logo	74/279038	5/26/1992	1811823	12/21/1993	12/21/2023
TOOLS OF TRIUMPH	86/415292	10/6/2014	4847536	11/3/2015	11/3/2025
TORQLOG	78/329473	11/18/2003	3018558	11/22/2005	11/22/2025
TORQOMETER (stylized)	71/544784	12/18/1947	530116	9/5/1950	9/5/2020
TRAINING SOLUTIONS	75/677706	4/8/1999	2445038	4/17/2001	4/17/2021
TRUE-FIT	78/979180	4/13/2005	3370929	1/15/2008	1/15/2018
V3400	86/100611	10/24/2013	4639737	11/18/2014	11/18/2024
VANTAGE	75/308746	6/13/1997	2195210	10/13/1998	10/13/2018
VERDICT	85/186979	11/30/2010	4170013	7/10/2012	7/10/2022
VERSAMETER	76/335556	11/8/2001	2795568	12/16/2003	12/16/2023
VERSATORQ	75/240477	2/12/1997	2237391	4/6/1999	4/6/2019
VERUS	77/478974	5/20/2008	3629950	6/2/2009	6/2/2019
VISUALINER	71/543160	12/3/1947	0551179	11/27/1951	11/27/2021

Mark Name	Application Number	Application Date	Registration Number	Registration Date	Expiration Date
WILLIAMS	71/149874	6/30/1921	0151644	2/7/1922	2/7/2022
WILLIAMS	71/432668	6/4/1940	381837	10/8/1940	10/8/2020
WILLIAMS and oval design	73/507442	11/5/1984	1380758	1/28/1986	1/28/2026
WILLIAMS and oval design	73/507433	11/5/1984	1415609	11/4/1986	11/4/2026
WILLIAMS and scroll design	71/534213	9/11/1947	517355	11/8/1949	11/8/2019

Trademarks Pending in the U.S.A.

Mark Name	Application Number	Application Date	Intent to Use / Actual Use Application	Published/ Allowed Date	Status – Allowed
BLUE-POINT	86/925707	3/2/2016	USE		PENDING
JOHN BEAN and chrome logo	86/956844	3/29/2016	USE		PENDING
J-PASS	86/240226	4/2/2014	ITU	6/16/2015	ALLOWED
POLARTEK	86/801805	10/28/2015	ITU	12/6/2016	ALLOWED
WILLIAMS and arc design	86/390967	9/10/2014	USE	1/17/17	PUBLISHED

APPENDIX D

Issued and Pending Patents

APPENDIX D

Issued and Pending U.S. Patents			
Title	Patent No.	Patent Status	Patent Issue Date
Method and System for Enhanced Scanner User Interface	US9330508	Issued	2016-May-03
Adaptable Systems and Methods for Processing Enterprise Data		Filed	
Tool Repair Package and Replacement System	US9475187	Issued	2016-Oct-25
Auto-Darkening Welding Helmet		Filed	
Knives/Blades	USD705033	Issued	2014-May-20
Methods and Systems for Taxonomy Assist at Data Entry Points		Filed	
Methods and Systems for Using Natural Language Processing and Machine-Learning to Produce Vehicle-Service Content		Filed	
Adaptable Systems and Methods for Processing Enterprise Data		Filed	
Brake Rotor Resurfacing	US7536935	Issued	2009-May-26
Reporting System for On-Vehicle Brake Lathe	US8245609	Issued	2012-Aug-21
On-Vehicle Brake Lathe with Indirect Drive	US8215212	Issued	2012-Jul-10
Tool Bit Monitoring for On-Vehicle Brake Lathe	US8180480	Issued	2012-May-15
Dynamic Alignment Monitoring System for On-Vehicle Disk Brake Lathe	US7861625	Issued	2011-Jan-04
Axial Alignment Mechanism with Isolated Slant Disks	US7607377	Issued	2009-Oct-27
Cutting Head Assembly for On-Vehicle Brake Lathe	US7712401	Issued	2010-May-11
Disk Brake Lathe Vibration Attenuator	US6591720	Issued	2003-Jul-15
On-Vehicle Disk Brake Lathe	US6363821	Issued	2002-Apr-02
Disk Brake Testing Device and System Employing the Same	US5970427	Issued	1999-Oct-19
Vibration Attenuator Clip and Attenuator Using the Same	US7114420	Issued	2006-Oct-03
Methods and Systems for Displaying Vehicle Data Parameter Graphs in Different Display Orientations		Filed	
Methods and Systems for Displaying Vehicle Data Parameter with Operating Condition Indicators		Filed	
Methods and Systems for Displaying Vehicle Data Parameters with Drag-and-Drop Inputs		Filed	
Methods and Systems for Displaying Vehicle Data Parameters with Pinch-and-Expand Inputs		Filed	
Methods and Systems for Displaying Vehicle Data Parameters with a Uniform Cursor Movement		Filed	
Roll Cab Stability Device	US9375078	Issued	2016-Jun-28
Torque Application Tool	USD755602	Issued	2016-May-10
Methods and Systems for Providing Vehicle Repair Information		Filed	
Live Ride Height		Filed	
One-Piece Remote Wrench		Filed	
Methods and Systems for Providing an Auto-Generated Repair-Hint to a Vehicle Repair Tool	US9201930	Issued	2015-Dec-01
Methods and Systems for Increasing the Efficiency of a Remote Wrench		Filed	
Reversing Mechanism for a Power Tool		Filed	

Title	Patent No.	Patent Status	Patent Issue Date
Gas Regeneration System And Hydraulic Lift Including the Same		Filed	
Prognostics-Based Estimator	US9477950	Issued	2016-Oct-25
Method and Tool Product of Differential Hair Treatment Process		Filed	
Anvil Meter Without Notch		Filed	
Replaceable Trigger Components		Filed	
Diagnostic Analyzer	USD313764	Issued	1991-Jan-15
Diagnostic Director	US6714846	Issued	2004-Mar-30
Lamp	USD482150	Issued	2003-Nov-11
Method of Forming Tool with Dual-Material Handle	US6368536	Issued	2002-Apr-09
Reversible Ratchet Wrench with Integrated Dual Pawl and Spring and Cam Unit	US5174176	Issued	1992-Dec-29
Target System for Use with Position Determination System	US6658751	Issued	2003-Dec-09
Interchangeable Grips for Power Tools	US6155354	Issued	2000-Dec-05
Detachable Joint	US6341918	Issued	
Vehicle Wheel Alignment Adjustment Method	US7415324	Issued	2008-Aug-19
Device for Use in Conjunction with the Straightening of the Frame of an Automobile		Filed	
Hacksaw Frame	USD472445S	Issued	2003-Apr-01
Reciprocating Saw Blade	USD479106S	Issued	2003-Sep-02
Ornamental Design of Pneumatic Hammer	USD 487219	Issued	2004-Mar-02
Cordless Power Tool	USD484384	Issued	2003-Dec-30
Integrated Battery Service System	US7089127B2	Issued	2006-Aug-08
Measuring tapes	USD638726	Issued	2011-May-31
Camera Housing		Filed	
Customer and Vehicle Dynamic Grouping		Filed	
Socket Drive Improvement	US9527192	Issued	2016-Dec-27
Manually Actuated Brake System for Manually Towable Vehicle	US7124859	Issued	2006-Oct-24
Socket and Bit Retention		Filed	
Bias and Reversing Mechanism for Roller Clutch Ratchet	US9296093	Issued	2016-Mar-29
Removable Floor Jack Saddle		Filed	
Methods and Systems for Generating and Outputting Test Drive Scripts for Vehicles		Filed	
Door Lock Mechanism		Filed	
Ratchet Wrench and Pawl Mechanism		Filed	
Battery Clamp Cleaning Device		Filed	
Tool Apparatus System and Method of Use		Filed	
Tool Inventory Control System	US9122999	Issued	2015-Sep-01
Methods and Systems for Mapping Repair Orders Within a Database		Filed	

Title	Patent No.	Patent Status	Patent Issue Date
Target Marking for Secure Identification by a Camera System		Filed	
Animated Graphical User Interface for a Display Panel or Portion Thereof		Filed	
Methods and Systems for Clustering of Repair Orders Based on Alternative Repair Indicators		Filed	
Battery Monitoring in a Networked Inventory Control System	US9352905	Issued	2016-May-31
System and Method for Dynamically-Changeable Displayable Pages with Vehicle Service Information		Filed	
Method and System for Augmenting Real-Fix Tips with Additional Content		Filed	
System and Method for Vehicle Service Scheduler		Filed	
Methods and Systems for Providing an Auto-Generated Repair-Hint to a Vehicle Repair Tool		Filed	
Truss Arm		Filed	
Vehicle Wheel Aligner System		Filed	
Animated Graphical User Interface for a Display Panel or Portion Thereof		Filed	
Animated Graphical User Interface for a Display Screen (Toe Meter)		Filed	
Methods and Systems for Switching Vehicle Data Transmission Modes Based on Detecting a Trigger and a Request for a Vehicle Data Message		Filed	
Methods and Systems for Providing a Vehicle Repair Tip		Filed	
Latch Mechanism for Front Opening Lid		Filed	
Remote Wrench Handle and Accessories		Filed	
Ratcheting Mechanism for Ratchet Wrench		Filed	
Systems and Methods for Predictive Augmentation of Vehicle Service Procedures		Filed	
Methods and Systems for Clustering of Repair Orders Based on Inferences Gathered From Repair Orders		Filed	
Ratchet Mechanism with Laminated Parts and Method of Making Same	US5983757	Issued	1999-Nov-16
A Balancing Method For Motorvehicle Wheels	US5895849	Issued	1999-Apr-20
Device for Constraining a Wheel and Type Assembly on a Platform	US6065522	Issued	2000-May-23
Integrated Refrigerant Identifier		Filed	
Liftable Head Wheel Balancer		Filed	
Wheel Alignment Rim Clamp Claw	US5024001	Issued	1991-Jun-18
Lift Safety System	US6186280	Issued	2001-Feb-13
Alignment System with Locking Turntables and Skid Plates	US7143519	Issued	2006-Dec-05
Cordless Drill	USD 536591	Issued	2007-Feb-13
Method and Apparatus for Determining the Position of a Wheel Mounted on a Vehicle	US6414304B1	Issued	2002-Jul-02
Reversible Ratcheting Power Tool with Synchronized Motor and Ratchet Control	US6199642	Issued	2001-Mar-13
Apparatus for Measuring Unbalance on Rotary Members	US5060513	Issued	1991-Oct-29
Pneumatic Tool And Air Deflector Boot Therefore	US6199383	Issued	2001-Mar-13

Title	Patent No.	Patent Status	Patent Issue Date
Improved Computerized Automotive Service System	US6512968	Issued	2003-Jan-28
Open-end Wrench Head	USD488363	Issued	2004-Apr-13
Ball Deflecting Chamfer	US9505107	Issued	2016-Nov-29
Method of Stopping an Electric Motor-Driven Balancing Machine Main Shaft	US5909097	Issued	1999-Jun-01
Metal Shears with Mechanical Advantage	US6199284B1	Issued	2001-Mar-13
Sheath for Secateurs	US6173875B1	Issued	2001-Jan-16
Drawer with Double-Tiered Sliding Tray System	US5927839	Issued	1999-Jul-27
Composite Ratcheting Box Wrench and Method of Making Same	US5713251	Issued	1998-Feb-03
Torque Angle Instrument	US7565844	Issued	2009-Jul-28
Method And Apparatus For Tire Pressure Determination		Filed	
Tire Pressure Determination	US6343506	Issued	2002-Feb-05
Bending Beam Torque Wrench	US6463811	Issued	2002-Oct-15
Motorcycle Lift	US6345693B1	Issued	2002-Feb-12
Compartment with Vertical Drawers and Structure for Allowing Only One Vertical Drawer to be Outside	US6113200	Issued	2000-Sep-05
Computerized Automotive Service Equipment Using Multipoint Serial Link Data Transmission Protocols	US6282469	Issued	2001-Aug-28
Measuring Device Primarily for Use with Vehicles	US6115927	Issued	2000-Sep-12
Electronic Torque Wrench	US6981436	Issued	2006-Jan-03
Distributed Expert Diagnostic Service and System	US7209860	Issued	2007-Apr-24
Vehicle Data Stream Pause Based on Data Value	US7020546	Issued	2006-Mar-28
Reversible Impact Mechanism with Structure Limiting Hammer Travel	US6158526	Issued	2000-Dec-12
Improved Biasing Structure for Ratchet Wrench Pawl	US6109141	Issued	2000-Aug-29
Vehicle Wheel Alignment System and Methodology	US7937844	Issued	2011-May-10
Distributed Vehicle Service Method and System		Filed	
Tool Apparatus, System and Method of Use	US8281871	Issued	2012-Oct-09
Measuring tapes	USD638727	Issued	2011-May-31
Auxiliary Power Tool Handle	US8800412	Issued	2014-Aug-12
Box Wrench with Split Gear Body and Interchangeable Drive Insert	US9205542	Filed	2015-Dec-08
Variable Speed Toggle Trigger	US8493172	Issued	2013-Jul-23
Positive Pivot Centers for Adjustable Tools		Filed	
Power Strip With Input Plug		Filed	
Variable Speed Trigger Mechanism	US8716962	Issued	2014-May-06
Terminal System for Multi-Voltage Power Tool	US7719230	Issued	2010-May-18
Battery Charger with Charge Indicator	US7843167	Issued	2010-Nov-30

Title	Patent No.	Patent Status	Patent Issue Date
Full Width Overlay Drawer Latch	US8056943	Issued	2011-Nov-15
Self-Aligning Terminal Block for Battery Pack	US7659694	Issued	2010-Feb-09
Wireless Network for Automotive Service Systems	US8452484	Issued	2013-May-28
Method and System for Automated and Manual Data Capture Configuration	US8930064	Issued	2015-Jan-06
Image Based Inventory Control System and Method	US9258534	Issued	2016-Feb-09
Methods and Systems for Clustering of Repair Orders Based on Multiple Repair Indicators		Filed	
Elastic Member Retention Mechanism		Filed	
Reservoir Cap Socket		Filed	
Methods and Systems for Increasing the Efficiency of a Remote Wrench		Filed	
Post-Repair Data Comparison		Filed	
Method of Calibrating Torque Using Peak Hold Measurement on an Electronic Torque Wrench		Filed	
Technician Timer		Filed	
Improved Self-Calibrating Multi-Camera Alignment System		Filed	
Wrench for Hexagonal Nuts	US6098501	Issued	2000-Aug-08
Wheel Balancing System with Integrated Wheel Lift, Loaded Mode Testing, and Wheel Imaging System	US6907781	Issued	2005-Jun-21
Process of Undermolding in Injection Molding	US6962098	Issued	2005-Nov-08
Air Ratchet Hand Tool with Thermoplastic Jacket	US5992540	Issued	1999-Nov-30
Ratchet Head Electronic Torque Wrench	US6070506	Issued	2000-Jun-06
Lighting the Rim Disc		Filed	
Inclined Slide Assemblies for Vertical Drawers	US5992956	Issued	1999-Nov-30
Ratchet Wrench with Multi-Position Ratchet Head	US6405621	Issued	2002-Jun-18
Tip Valve for Pneumatic Tool	US6027099	Issued	2000-Feb-22
Multi-Purpose Screwdriver	US6019022	Issued	2000-Feb-01
Fuse Saving Tester for Fused Circuit	USRE41466	Issued	2010-Aug-03
Tooth Arrangement in a Metal Cutting Bandsaw	US6269722B1	Issued	2001-Aug-07
Cam-Lobed Salvage Tool	US6003411	Issued	1999-Dec-21
Method and Apparatus for Checking the Chassis of a Motor Vehicle	US4761991	Issued	1988-Aug-09
Integral Reamer Apparatus		Filed	
Tool for the Cutting or Coining of Metal	US6226874B1	Issued	2001-May-08
Tooth Arrangement of Metal-Cutting Bandsaw Blade	US6220140B1	Issued	2001-Apr-24
Wheel Balancer	US6244108	Issued	2001-Jun-12
Wireless Communication for Diagnostic Instrument	US7225064	Issued	2007-May-29
Multiple Drawer Cabinet Allowing One Drawer Opened at a Time	US6634726	Issued	2003-Oct-21
Drawer Open Position Controller	US6722749	Issued	2004-Apr-20

Title	Patent No.	Patent Status	Patent Issue Date
Battery Side-Terminal Adapter and Kelvin Connector	US6254438	Issued	2001-Jul-03
Computer Method of Adjusting Wheel Alignment Angles	US6327548	Issued	2001-Dec-04
Method and Apparatus for Grinding Teeth in a Steel Strip to Form Saws	US5016497	Issued	1991-May-21
Bandsaw Blade and Method of Manufacturing Same	US5249485	Issued	1993-Oct-05
Methods and Apparatus for Aligning Band Saw Blade for Strip Ends	US5931369	Issued	1999-Aug-03
Air Auto Shut-Off	US6883617B2	Issued	2005-Apr-26
Wire Retainer and Diagonal Cutting Nipper with Wire Retainer	US4404746	Issued	1983-Sep-20
Trigger and Clutch Arrangement for Power Tools	US6244358	Issued	2001-Jun-12
Blue-Point 1/4" Impact Wrench	USD514413	Issued	2006-Feb-07
Sealed Reversible Ratchet Wrench	US5921158	Issued	1999-Jul-13
Wedge Type Adjustment Tool	US6209427	Issued	2001-Apr-03
Pneumatic Tool with Increased Power Capability	US6062323	Issued	2000-May-16
Ergonomic Palm Driver	US6079298	Issued	2000-Jun-27
Interchangeable Grips for Power Tools	US6082468	Issued	2000-Jul-04
Composite Sockets with Dual Inserts and Annular Reinforcing Member	US6029547	Issued	2000-Feb-29
Medium/High Carbon Low Alloy Steel for Warm/Cold Forming	US5928442	Issued	1999-Jul-27
Drive Device for Chain Saw	US5802946	Issued	1998-Sep-08
Handle For a Handsaw	USD317395	Issued	1991-Jun-11
Sawblades for a Power Saw with Reciprocating Blades	US4934056	Issued	1990-Jun-19
Felling Bar with Striking Lug	US5092562	Issued	1992-Mar-03
Chainsaw Guide Bar Which Stiffens When Bent	US5884406	Issued	1999-Mar-23
Sprocket with Indentations Forming Hydrodynamic Bearings	US5924945	Issued	1999-Jul-20
Coil on Plug Signal Detection	US6396277	Issued	2002-May-28
Dynamic Presentation of Vehicular-Reference Information		Filed	
Systems and Methods to Generate Repair Orders Using a Taxonomy and an Ontology		Filed	
System and Method for Providing Vehicle Data Reports		Filed	
System and Method for Generating Vehicle Data Report with Tool Measurement		Filed	
Methods and Systems for Thermal Image Display		Filed	
Methods and Systems for Modifying Diagnostic Flowcharts Based on Flowchart Performances		Filed	
Method and System for Providing Diagnostic Filter Lists		Filed	
Method and System for Displaying PIDs based on a PID Filter List		Filed	
Self-Calibrating Wheel Aligner with Improved Portability		Filed	
Methods and Systems for Updating Diagnostic and Repair Information		Filed	
Diagnostic Tree Substitution System and Method	US7551993	Issued	2009-Jun-23
Superimposing Current or Previous Graphing Data for Anomaly Detection	US7254469	Issued	2007-Aug-07

Title	Patent No.	Patent Status	Patent Issue Date
Method and Apparatus for Attaching and Detaching an Attachable Device	US6920810	Issued	2005-Jul-26
Screwdrivers	USD538129	Issued	2007-Mar-13
Pilfer-Proof Package	US6695143B2	Issued	2004-Feb-24
Methods and Systems for Mapping Repair Orders Within a Database	US9158834	Issued	2015-Oct-13
Method for Front Toe Adjust on Vehicles with EPS	US8825303	Issued	2014-Sep-02
Method and System of Using a USB User Interface in an Electronic Torque Wrench		Filed	
Method and System for Instantaneously Logging Data in an Electronic Torque Wrench	US9523618	Issued	2016-Dec-20
Electronic Torque Tool with Integrated Real-Time Clock	US9395257	Issued	2016-Jul-19
Hand Tool Head Assembly and Housing Apparatus	US9149917	Issued	2015-Oct-06
Process and Apparatus for Locating Light Emitting Diode in a Hand Tool Assembly	US9114512	Issued	2015-Aug-25
Impact Wrench Anvil	US9393677	Issued	2016-Jul-19
Motorized Hand Tool Apparatus and Assembly Method	US9221156	Issued	2015-Dec-29
Wireless Network for Automotive Service Systems		Filed	
Automatic Tool Control with Advanced Display Function		Filed	
Enabling Communication Between an Inventory Control System and a Remote System Over a Network		Filed	
Auditing and Forensics for Automated Tool Control Systems		Filed	
Method of Composing for Adapters or Extensions on an Electronic Torque Wrench		Filed	
Method of Calibrating Torque Using Peak Hold Measurement on an Electronic Torque Wrench	US9242356	Filed	2016-Jan-26
Vehicle Diagnostic Equipment Providing Hands-Free Operation	US8428811	Issued	2013-Apr-23
Monitoring Removal and Replacement of Tools within an Inventory Control System		Filed	
Dual Pawl Ratchet Mechanism and Reversing Method	US8720308	Filed	2014-May-13
Methods and Systems for Generating Baselines Regarding Vehicle Service Request Data	US9336244B2	Issued	2016-May-10
Dual Pawl Ratchet Mechanism and Reversing Method	US8499666	Issued	2013-Aug-06
Wireless Network and Methodology for Automotive Service Systems	US8452484	Issued	2013-May-28
System and Method for Integrating Devices for Servicing a Device-Under-Service	US8935440	Issued	2015-Jan-13
Panel Hoist	US9321615	Issued	2016-Apr-26
Prognostics-Based Estimator		Filed	
Vehicle Wheel Alignment System and Methodology	US8904654	Issued	2014-Dec-09
Tool Repair Package and Replacement System		Filed	
Knives/Blades	USD731870S	Issued	2015-Jun-16
Knives/Blades	USD731281S	Issued	2015-Jun-09
Knives/Blades	USD731282S	Issued	2015-Jun-09
Knives/Blades	USD731283S	Issued	2015-Jun-09
Removable Floor Jack Saddle		Filed	

Title	Patent No.	Patent Status	Patent Issue Date
Roll Cab Stability Device		Filed	
Knives/Blades	USD731280S	Issued	2015-Jun-09
Methods and Systems for Using Natural Language Processing and Machine-Learning to Produce Vehicle-Service Content		Filed	
System for Dynamic Diagnosis of Apparatus Operating Conditions		Filed	
System and Method for Extending Communication Range and Reducing Power Consumption of Vehicle Diagnostic Equipment	US9304062B2	Issued	2016-Apr-05
Power Actuated Wheel Clamp	US9228819	Issued	2016-Jan-05
Socket Drive Improvement		Filed	
Bias Assembly for Ratchet Tools	USRE44655	Issued	2013-Dec-24
Apparatus and Method to Transfer Data from a Tire Pressusre Monitor Tool to a Remote Output Device Such as a Printer	US7589619	Issued	2009-Sep-15
Torque Wrench	USD699531	Issued	2014-Feb-18
Variable Speed Toggle Triggler	US8665058	Issued	2014-Mar-04
Methods and Systems for Utilizing Repair Orders In Determining Diagnostics Repairs		Filed	
Torque Wrench with Shock Absorption		Filed	
Apparatus and Method for Managing Software Applications Using Partitioned Data Storage Devices	US8983870	Issued	2015-Mar-17
System and Method for Wireless Pairing Via Wired Connection	US8656062	Issued	2014-Feb-18
Method for Optimizing Joint Press Set for Use with a Plurality of Ball Joints	US7669305	Issued	2010-Mar-02
Method for Optimizing Joint Press Set for Use with a Plurality of Ball Joints	US7890305	Issued	2011-Feb-15
Integrated Universal Input-Output Interface Circuit	US8081652	Issued	2011-Dec-20
Method and Apparatus to Use Remote and Local Control Modes to Acquire and Visually Present Data	US9117321	Issued	2015-Aug-25
System and Method for Rendering a Set of Program Instructions as Executable or Non-Executable		Filed	
System and Method for Integrating Devices for Servicing a Device-Under-Service	US8463953	Issued	2013-Jun-11
Rotating Animated Visual User Display Interface		Filed	
Vehicle Wheel Alignment System and Methodology	US8539684	Issued	2013-Sep-24
Joint Press Set	US7895723	Issued	2011-Mar-01
Latch Mechanism for Front Opening Lid	US9199370	Issued	2015-Dec-01
Low Profile Ratchet Wrench		Filed	
Methods and systems for Tracking Labor Efficiency		Filed	
Rotatable Control Device with Axial Translation		Filed	
System and Method for Vehicle Service Scheduler		Filed	
Apparatus for Guiding a Vehicle Onto a Service Lift Using a Machine Vision Wheel Alignment System	US9452917	Issued	2016-Sep-27

Title	Patent No.	Patent Status	Patent Issue Date
Ball Joint Press Adapter		Filed	
Methods and Systems for Automatically Generating Repair Orders		Filed	
Dead Blow Hammer	USD533759	Issued	2006-Dec-19
Injection Molded Pliers with Insert Molded Dual Purpose Reinforcing and Implement Structure	US6530099	Issued	2003-Mar-11
Automatic Wheel Profiler (AWP)	US6535281B2	Issued	2003-Mar-18
Joint Press Set	US7610664	Issued	2009-Nov-03
Tool Box	USD530914S	Issued	2006-Oct-31
System and Method for Distributed Computer Automotive Service Equipment	US6564128	Issued	2003-May-13
Computer Implemented Speech Recognition System Training	US6556971	Issued	2003-Apr-29
Handle	USD481290	Issued	2003-Oct-28
Pipe Wrench with Differentiated Tooth Size	US6393951B1	Issued	2002-May-28
Ratcheting Wrench Including Retaining Ring		Filed	
Steering Symmetry Feature for Wheel Alignment	US6634109	Issued	2003-Oct-21
Pneumatic Tool with Muffler Bypass Mechanism	US6530436	Issued	2003-Mar-11
Single Pole Quick Travel Wheel Clamp	US8104185	Issued	2012-Jan-31
Retention Socket Geometry Variations	US6626067	Issued	2003-Sep-30
Elongated Pneumatic Tool with Replaceable Soft Grip	US6547015	Issued	2003-Apr-15
Method and Apparatus for Measuring Vehicle Wheel Roll Radius	US6237234	Issued	2001-May-29
Wrench Having a Socket with Circumferentially Spaced Recesses	US6079299	Issued	2000-Jun-27
Method of and Apparatus for Fitting or Removing a Motor Vehicle Tyre		Filed	
Image-Based Inventory Control System and Method	US9041508	Issued	2015-May-26
Image-Based Inventory Control System Using Advanced Image Recognition	US9147174	Issued	2015-Sep-29
Image-Based Inventory Control System with Automatic Calibration and Image Correction	US8842183	Issued	2014-Sep-23
Retention Socket	US7523688	Issued	2009-Apr-28
Interchangeable Saw Blade System	USD586643	Issued	2009-Feb-17
Vehicle Measurement System with User Interface	US8413341	Issued	2013-Apr-09
Reversible Ratchet Wrench	US7299720	Issued	2007-Nov-27
Compact Device for Measuring the Forces Generated by a Rotor Imbalance		Filed	
Rack Drive-On Assistance Systems	US8573363	Issued	2013-Nov-05
Parameter Detection System and Control Method		Filed	
Hand Tool with Adjustable Head	US7481135	Issued	2009-Jan-27
Vehicle Diagnostic Tool with Copy Protection and Automatic Identification of Vehicle ECUs and Fault Display	US8589018	Issued	2013-Nov-19
Positive Pivot Centers for Adjustable Tools	US8051749	Issued	2011-Nov-08

Title	Patent No.	Patent Status	Patent Issue Date
Vehicle Diagnostic Tool with Packet and Voice Over Packet Communications and Systems Incorporating Such a Tool	US8793049	Issued	2014-Jul-29
Extended Low-Torque Ratchet Wrench	US7775141	Issued	2010-Aug-17
Suspendable Locker	US7722141	Issued	2010-May-25
Single Axis Telescoping Handle	US8534434	Issued	2013-Sep-17
System and Method for Extending Communication Range and Reducing Power Consumption of Vehicle Diagnostic Equipment	US8560168	Issued	2013-Oct-15
Overvoltage and Overcurrent Protection Scheme	US8390974	Issued	2013-Mar-05
System and Method for Selecting Individual Parameters to Transition from Text-To-Graph or Graph-To-Text	US9330507B2	Issued	2016-May-03
Nested Controls in a User Interface		Filed	
Handle with Striking End	USD654341	Issued	2012-Feb-21
Manually Actuated Brake System for Manually Towable Vehicle	US7584827	Issued	2009-Sep-08
Wheel Balancer with Weight Application Error Correction System	US7584659	Issued	2009-Sep-08
Tool Apparatus, System and Method of Use	US7182147	Issued	2007-Feb-27
Click-Type Wrench and Improved Cam Assembly Therefor	US7174818	Issued	2007-Feb-13
Steering Wheel Level Verification with Alignment Sensors Attached	US7681322	Issued	2010-Mar-23
Battery Charger for Different Capacity Cells		Filed	
Apparatus System and Method of Use	US7954557	Issued	2011-Jun-07
Polygon Mirror	US6639206	Issued	2003-Oct-28
Four Column Vehicle Lift	US6550584B1	Issued	2003-Apr-22
Scissors Type Vehicle Lift	US6405997	Issued	2002-Jun-18
Apparatus to Measure Forces Created by the Unbalance of a Rotor	US6430992B1	Issued	2002-Aug-13
Two Wheel Alignment Adjustment Method	US7532742	Issued	2009-May-12
Ratcheting Tool	US7213491	Issued	2007-May-08
Planetary Gear Set Centering Ring	US7794355	Issued	2010-Sep-14
System and Method for Using Vehicle Attributes to Identify a Vehicle Under Service	US8103399	Issued	2012-Jan-24
Anvil for a Power Tool		Filed	
System and Method for Using Vehicle Attributes to Identify a Vehicle Under Service	US8095256	Issued	2012-Jan-10
Multi-Function Battery Service System	US7657386	Issued	2010-Feb-02
Interchangeable Saw Blade System	USD579291	Issued	2008-Oct-28
Bias Assembly for Ratchet Tools	US7987747	Issued	2011-Aug-02
Universal Retention Cavities for Cable Mounted Remote Hose Clap Pliers Head	US7313984	Issued	2008-Jan-01
Calibration and Operation of Wheel Alignment Systems	US7640673	Issued	2010-Jan-05
Cable Strain-Relieving Mechanism	US7429187	Issued	2008-Sep-30

Title	Patent No.	Patent Status	Patent Issue Date
Reduced Weight Wheel Clamp	US7870677	Issued	2011-Jan-18
Method for Use with and Optical Aligner System for Positioning a Fixture Relative to a Vehicle	US7424387	Issued	2008-Sep-09
Torque Limited Screwdriver	US6487943B1	Issued	2000-Oct-10
Torque Wrench Having Improved Wear Properties	US9453288	Issued	2016-Sep-27
Adjustable Tool Support Clamp	US8646622	Issued	2014-Feb-11
Vehicle Diagnostics	US7519458	Issued	2009-Apr-14
Improved Bandsaw	US6269722	Issued	1998-Jun-25
Vehicle Identification Key for Use Between Multiple Computer Applications	US7684908	Issued	2010-Mar-23
Method and System for Adaptively Modifying Diagnostic Vehicle Information	US7706936	Issued	2010-Apr-27
Ratcheting Tool with Spring Pawl Retainer	US7044029	Issued	2006-May-16
Setting Equipment for Saw Blades	US7096757	Issued	2006-Aug-29
Saw Blade for Metal	7908954	Issued	2011-Mar-22
Hardening Fixture	7060221	Issued	2006-Jun-13
T-Handled Torque-Limiting Device	US7272999	Issued	2007-Sep-25
System and Method for Optimizing Vehicle Diagnostic Trees Using Similar Templates	US7373226	Issued	2008-May-13
Method and System for Optimizing Vehicle Diagnostic Trees Using Similar Templates	US7373225	Issued	2008-May-13
Roller Brake Testing Dynamometer	US7752903	Issued	2010-Jul-13
Self-Calibrating, Multi-Camera Machine Vision Measuring System	US6968282	Issued	2005-Nov-22
File Handle	USD607708S	Issued	2010-Jan-12
Universal Pulling Tool	US7770277	Issued	2010-Aug-10
Method and Systems for Providing Open Access to Vehicle Data	US8918245	Issued	2014-Dec-23
Fault Tolerant Wheel Alignment Head and System	US7684026	Issued	2010-Mar-30
Alignment Head	USD590279	Issued	2009-Apr-14
Dual Pawl Ratchet Mechanism and Reversing Method	US9038507	Issued	2015-May-26
Snap-Lock		Filed	
Sawblade for Wood		Filed	
Vehicle Wheel Alignment System and Methodology	US7458165	Issued	2008-Dec-02
Distributed Vehicle Service Method and System	US7917259	Issued	2011-Mar-29
Assymetrical Hand Saw Handles	USD599185	Issued	2009-Sep-01
Wheel Alignment Head and System with Advanced Power Management	US8032279	Issued	2011-Oct-04
Roller Brake Testing Dynamometer	US7584654	Issued	2009-Sep-08
Method of and Apparatus for Determining Geometrical Dimensions of a Vehicle Wheel	US7768632	Issued	2010-Aug-03
Handsaw Blade	USD626806S	Issued	2010-Nov-09
Apparatus for Contactless 3D Wheel Alignment, System and Method Therefor	US7746456	Issued	2010-Jun-29
Tyre Changer Apparatus	US7740043	Issued	2010-Jun-22

Title	Patent No.	Patent Status	Patent Issue Date
Method of Optically Scanning the Tread Surface of a Pneumatic Tyre of a Vehicle Wheel	US7523655	Issued	2009-Apr-28
Wheel Balancing Apparatus and Method with Improved Hidden Spokes Placement for Irregular Wheels	US7792610	Issued	2010-Sep-07
Saw Horse	USD604864	Issued	2009-Nov-24
Method and Apparatus for Updating of Software and/or Collecting of Operational Data in a Machine Unit		Filed	
Weight Miser		Filed	
Method and System for Optimizing Vehicle Diagnostic Trees Using Similar Templates	US7957860	Issued	2011-Jun-07
Roller Pair For A Roller Testing Stand	US6898965B2	Issued	2005-May-31
Gradient Calculating Camera Board	US7069660	Issued	2006-Jul-04
Method and System for Enhanced Scanner User Interface	US8706316	Issued	2014-Apr-22
System for Dynamic Diagnosis of Apparatus Operating Conditions	US8620511	Issued	2013-Dec-31
Intelligent Stationary Power Equipment and Diagnostics	US7603586	Issued	2009-Oct-13
Starting Motor Tester that Measures Power	US7409856	Issued	2008-Aug-12
Indexable Pliers-Type Tool	US7451673	Issued	2008-Nov-18
Cordless Power Tool	USD524135	Issued	2006-Jul-04
Camera Technique for Adaptive Cruise Control (ACC) Adjustment	US7121011	Issued	2006-Oct-17
Vehicle Diagnostic Tool with Packet and Voice Over Packet Communications and Systems incorporating Such a Tool	US7769508	Issued	2010-Aug-03
Vehicle Diagnostic Method and System with Intelligent Data Collection	US7739007	Issued	2010-Jun-15
Diagnostic Baselineing		Filed	
Bias Member for Reducing Ratcheting Arc		Filed	
Lubrication System for Impact Wrenches	US7331404	Issued	2008-Feb-19
Snap-Lock for Tool Bag		Filed	
Screwdriver Handle	USD542620	Issued	2007-May-15
Method and Apparatus for Tracking Wheel Balancer Corrective Weight Usage	US7644616	Issued	2010-Jan-12
Procedure and Apparatus for Optical Scanning of a Vehicle Wheel	US7199880B2	Issued	2007-Apr-03
Wheel Aligner Measurement Module Attachment System	US7369222	Issued	2008-May-06
Optical Spot Scanning of the Condition of a Tyre of a Vehicle Wheel (with Wheel Balancing Machine) (Optima Tyre Analysis)	US7466430	Issued	2008-Dec-16
Device for Mounting and Dismounting Tyres	US7108036B2	Issued	2006-Sep-19
Method and Apparatus for Balancing a Motor Vehicle Wheel (Optima- Teach in)	US7199873B2	Issued	2007-Apr-03
Method of Matching a Vehicle Wheel	US7065444B2	Issued	2006-Jun-20
Ergonomic Electronic Torque Wrench	US7107884	Issued	2006-Sep-19
Manually Actuated Brake System for Manually Towable Vehicle		Filed	

Title	Patent No.	Patent Status	Patent Issue Date
Vehicle Wheel Alignment System and Methodology	US7313869	Issued	2008-Jan-01
Turntable for Wheel Alignment	US7472485	Issued	2009-Jan-06
Network System for a Vehicle Testing Environment		Filed	
Sensing Steering Axis Inclination and Camber with an Accelerometer	US7181852	Issued	2007-Feb-27
Method and Apparatus for Determining Geometrical Data of a Motor Vehicle Wheel Mounted Rotatably about an Axis of Rotation (Optima)	US7064818B2	Issued	2006-Jun-20
Scraper Blade for Paint Scrapers		Filed	
Three Dimensional (3D) Measuring with Multiple Reference Frames	US7307737	Issued	2007-Dec-11
Tyre Test	US7055379B2	Issued	2006-Jun-06
Random Orbital Sander	US7222679	Issued	2007-May-29
Anvil for a Power Tool	US7980321	Issued	2011-Jul-19
Wireless Vehicle Service Systems Using Addressable Devices	US7729880	Issued	2010-Jun-01
Interface Between Buses of Different Physical Layers	US7779196	Issued	2010-Aug-17
Trigger-Actuated Tip-Type Air Valve with Integrated Wear Surface	US7445055	Issued	2008-Nov-04
Wheel Alignment System Using Smart MEMS	US7581324	Issued	2009-Sep-01
Retro-Reflective Target Wafer for a Position Determination System	US7373726	Issued	2008-May-20
Short Rolling Runout Compensation for Vehicle Wheel Alignment	US9212907	Issued	2015-Dec-15
Dynamic Presentation of Vehicular-Reference Information	US9361736	Issued	2016-Jun-07
System and Method for a Vehicle Scanner to Automatically Execute a Test Suite from a Storage Card		Filed	
System and Method for Displaying Input Data on a Remote Display Device	US8754779	Issued	2014-Jun-17
Cable Assembly for Protection Against Undesired Signals	US8734186B2	Filed	2014-May-27
Three Dimensional Target for Machine Vision Measurement System	US8401236	Issued	2013-Mar-19
Tool Apparatus System and Method of Use	US9126317	Issued	2015-Sep-08
Methods and Systems for Providing Vehicle Repair Information	US8977423	Issued	2015-Mar-10
One-Piece Remote Wrench		Filed	
Battery Control and Protective Element Validation Method	US 8766567	Issued	2014-Jul-01
Self-Centering Wheel Clamp with No Wheel Contact	US9134125	Issued	2015-Sep-15
Vehicle Wheel Clamp	USD738179	Issued	2015-Sep-08
Wavy Back		Filed	
Method and System for Retrieving Diagnostic Information	US8954222	Issued	2015-Feb-10
Hammer	USD716126	Issued	2014-Oct-28
Auto-shift Reversing Mechanism	US9038504	Issued	2015-May-26
Power Strip with Input Plug	US 8376782	Issued	2013-Feb-19
Interchangeable Reflectors for Light Devices	US9004727	Issued	2015-Apr-14

Title	Patent No.	Patent Status	Patent Issue Date
Tool Box Locking Mechanisms for Remote Activation	US8720239	Filed	2014-May-13
Electronic Torque Wrench	USD702519	Issued	2014-Apr-15
Socket and Bit Retention		Filed	
Socket and Bit Retention		Filed	
Preset Electronic Torque Tool	US9156148	Issued	2015-Oct-13
Hand Held Data Entry and Display Unit		Filed	
3D Machine Vision Measuring System with Vehicle Position Adjustment Mechanism for Positioning Vehicle	US6658749	Issued	2003-Dec-09
Bead Breaking Lever (Tool)		Filed	
Inground Lift	US6244390B1	Issued	2001-Jun-12
Suspendable Locker	US6719384	Issued	2004-Apr-13
Handle With Marking	US6094781	Issued	2000-Aug-01
Tool Handle	US6128808	Issued	2000-Oct-10
Ratcheting Composite Screwdriver	US6260445	Issued	2001-Jul-17
Hand Saw Having a Handle Including a Pivoted Protector for Protecting a Blade	US6253455B1	Issued	2001-Jul-03
Metal-Cutting Saw Having Straight and Set Teeth and Method of Making	US6257226B1	Issued	2001-Jul-10
Two Piece Alignment Head	US6574877	Issued	2003-Jun-10
Method and Apparatus for Automotive and Other Battery Testing	US6268732	Issued	2001-Jul-31
Tool Storage Cabinet	US8084992	Issued	2011-Dec-27
Composite Hollow Shaft Tool and Method of Construction Thereof	US6427563	Issued	2002-Aug-06
Insulating Composite Shaft Tools with Interchangeable Heads	US6408723	Issued	2002-Jun-25
Self-Calibrating 3D Machine Measuring System Useful in Motor Vehicle Wheel Alignment	US6731382	Issued	2004-May-04
Method and System for Conducting Wheel Alignment	US6560883	Issued	2003-May-13
Method and Apparatus for Diagnosing Fuel Injectors	US6754604	Issued	2004-Jun-22
Low Power Indication Circuit for Lead Acid Battery Pack	US6313611	Issued	2001-Nov-06
Jump Start Battery Pack and Enclosure Therefor	US6222342	Issued	2001-Apr-24
A Process for Reading Fractions of an Interval Between Contiguous Photo-Sensitive Elements in a Linear Optical Sensor	US6643003	Issued	2003-Nov-04
Wireless Data Transmission (RF Multi-Channel Communication)	US6917304	Issued	2005-Jul-12
Reversible Impact Mechanism with Structure Limiting Hammer Travel	US6227308	Issued	2001-May-08
Cordless Power Tool and Convertible Remote Battery Pack Thereof	US6501197	Issued	2002-Dec-31
Battery Pack Discharge Recovery Circuit	US6262560	Issued	2001-Jul-17
Impact Tool Battery Pack with Acoustically-Triggered Timed Impact Shut-off	US6508313B1	Issued	2003-Jan-21
Pneumatic Air Tool with Direct Air Path Motor	US6634438	Issued	2003-Oct-21
Sawblade Having Unequal Spacing Between Identical Tooth Groups	US6119571	Issued	2000-Sep-19

Title	Patent No.	Patent Status	Patent Issue Date
Self-Calibrating, Multi /Camera Machine Vision Measuring System	US6931340	Issued	2005-Aug-16
Control Button	USD480691	Issued	2003-Oct-14
Power Hand Tool and Removable Grip Therefor	US6796389	Issued	2004-Sep-28
Locking Drive Tool	US6851341	Issued	2005-Feb-08
Unidirectional Ratchet Wrench	US6792830	Issued	2004-Sep-21
Robust Designed, Cord-Free, Multi-Voltage Input Power Station	USD527024	Issued	2006-Aug-22
Network Based Method and System for Distributing Data	US6859699	Issued	2005-Feb-22
Equalizer	US6321634B1	Issued	2001-Nov-27
System, Method and User Interface		Filed	
Common Platform System Automotive Service Equipment	US6892216	Issued	2005-May-10
Automotive Diagnostics Data Management		Filed	
Automotive Diagnostics Data Management		Filed	
System, Method and User Interface (initial release of MODIS)		Filed	
IM3100 3/8" Impact Wrench	USD472782S	Issued	2003-Apr-08
Textual and Graphic Data Presentation System and Method	US7117194	Issued	2006-Oct-03
Self Calibrating Position Determination System	US6839972	Issued	2005-Jan-11
Impact Wrench	USD507951	Issued	2005-Aug-02
Data Processing Device	USD475369	Issued	2003-Jun-03
Lockable Sliding Drawer Tray	US6811232	Issued	2004-Nov-02
Gradient Calculating Camera Board	US6871409	Issued	2005-Mar-29
System and Method for Distributed Computer Automotive Service Equipment	US6560516	Issued	2003-May-06
Encapsulated Dead Blow Hammer with Improved Skeleton	US6595087	Issued	2003-Jul-22
Position Defining and Energy Isolating Mountings	US6874220	Issued	2005-Apr-05
Method and Apparatus for Determining Ride Height of a Vehicle	US6912477	Issued	2005-Jun-28
Method and System for Measuring Caster Trail	US 6661505	Issued	2003-Dec-09
Remote Monitoring, Configuring, Programming and Diagnostic System and Method for Vehicles and Vehicle	US7092803B2	Issued	2006-Aug-15
Remote Vehicle Security System	US7084735B2	Issued	2006-Aug-01
Vehicle Diagnostic, Prognostic, and Telematic System		Filed	
Ratcheting Torque-Angle Wrench and Method	US7082866	Issued	2006-Aug-01
Three Dimensional Mapping Systems for Automotive Vehicles and Other Articles	US6732030	Issued	2004-May-04
Torque Wrench with Finite Plurality of Selectable Torque Values	US6945144	Issued	2005-Sep-20
Non-Contact Method and System for Tire Analysis	US7269997	Issued	2007-Sep-18
Method and Apparatus for Automotive Rim Edge Analysis and Corrective Weight Selection Guide	US6983656	Issued	2006-Jan-10
A System and Method for Tracking Maintenance Expenses		Filed	

Title	Patent No.	Patent Status	Patent Issue Date
Power Tool with Detachable Drive End	US7083003	Issued	2006-Aug-01
An Extensible Speed Wrench Crowfoot Wrench Head	US6805029	Issued	2004-Oct-19
Power Tool with Air Seal and Vibration Dampener	US7152695	Issued	2006-Dec-26
Open End Wrench Head	US8474352	Issued	2013-Jul-02
Paint Scraper	USD453599	Issued	2002-Feb-12
Method for Motor Vehicle Wheel Balancing	US5979237	Issued	1999-Nov-09
Glint Resistant Position Determination System	US6526665	Issued	2003-Mar-04
System for Adjusting the Track on Motor Vehicle Wheels	US6367157B1	Issued	2002-Apr-09
Gas Analyzer Module	USD499347	Issued	2004-Dec-07
Socket Including a Reinforcing Structure	US7299721	Issued	2007-Nov-27
Low Cost, Limited Use, Torque Limited "T" Handled Driver		Filed	
Target System for Use with Position Determination System	US6796043	Issued	2004-Sep-28
Top Chest to Roll Cab Attachment	US7008031	Issued	2006-Mar-07
Electronic Torque Wrench	US6968759	Issued	2005-Nov-29
Synchronizable Item Locator		Filed	
Method and Apparatus for Lamp Heat Control	US7372210	Issued	2008-May-13
Combination Tool Assembly for Bicycles	US6637061	Issued	2003-Oct-28
Dynamic Diagnosis of Vehicle Drivability Conditions	US6615120	Issued	2003-Sep-02
Tire Removal Apparatus	US6289962B1	Issued	2001-Sep-18
Vehicle Diagnostic, Prognostic, and Telematic System		Filed	
Preset Torque Wrench with Multiple Setting Torque Selector Mechanism	US 7044036	Issued	2006-May-16
Dual Voltage Circuit Tester	US 6888341	Issued	2005-May-03
Pruning Saw	USD346937	Issued	1994-May-17
Tool Holder	USD461309S	Issued	2002-Aug-13
Paint Scraper	USD461938S	Issued	2002-Aug-20
Low-Level Lift	US6601826	Issued	2003-Aug-05
Diagnostic Method and System for a Multiple-Link Steering System	US6728609	Issued	2004-Apr-27
Wrench with Flexible Ring	US6988430	Issued	2006-Jan-24
System, Method & Computer Program Product for Remote Vehicle Diagnostics, Monitoring, Configuring,	US7155321B2	Issued	2006-Dec-26
Self-Calibrating, Multi-Camera Machine Vision Measuring System	US6959253	Issued	2005-Oct-25
Attachment for Impact Hammer	US6997269	Issued	2006-Feb-14
Drawer Latch	US7121638	Issued	2006-Oct-17
Antirotation Device for Insert on Pneumatic Hammer Retaining Chuck	US7052022	Issued	2006-May-30
System for Dynamic Diagnosis of Apparatus Operating Conditions	US 6845307	Issued	2005-Jan-18

Title	Patent No.	Patent Status	Patent Issue Date
Tool Lanyard	US7124470	Issued	2006-Oct-24
Chain Saw Nose Sprocket	US6317989	Issued	2001-Nov-20
Cutting Tip Having Rounded Main Cutting Edge and Sharp Side Cutting Edges	US6321618	Issued	2001-Nov-27
Data Method Alignment and System	US7512156	Issued	2009-Mar-31
Communications and Systems for Diagnostic Devices		Filed	
Device for Measuring the Forces Generated by a Rotor Imbalance	US6430992	Issued	2002-Aug-13
Tool Handle	USD462003S	Issued	2002-Aug-27
DSP Assisted Peak Capture Circuit	US6879919	Issued	2005-Apr-12
Adjustable Torque	US6752016	Issued	2004-Jun-22
Flexible Head for Electronic Torque Wrench	US6796190	Issued	2004-Sep-28
Hands Free Automotive System	US6826532	Issued	2004-Nov-30
Apparatus for Balancing Vehicle Wheels	US6622551B2	Issued	2003-Sep-23
Apparatus for Use with a 3D Image Wheel Aligner for Facilitating Adjustment of Cruise Control Sensor	US6823601	Issued	2004-Nov-30
Recessed Control Knobs (Tool Control)		Filed	
Coordinate Measuring System and Field-of-View Indicators Therefor	US6950775	Issued	2005-Sep-27
Cordless Lamp Styling (Utility of Lamp with Open Grill)		Filed	
Brake Lathe Station	US6546832B2	Issued	2003-Apr-15
Apparatus and Method for Vehicle Manipulative Anchoring	US6568237B1	Issued	2003-May-27
Brake Lathe Suspension Arm	US6679144B2	Issued	2004-Jan-20
Portal for Distributing Business and Product Information	US7583401	Issued	2009-Sep-01
Paint Scraper with Nailset	US6532614B2	Issued	2003-Mar-18
Power Tool with Detachable Drive End	US7025149	Issued	2006-Apr-11
Alternator Testing Method and System Using Timed Application of Load	US6777941	Issued	2004-Aug-17
Data Processing Device	USD475371	Issued	2003-Jun-03
Axial Stability Inspection Device and Method		Filed	
Portable Socket Holder	US5284245	Issued	1994-Feb-08
Drive Shaft Lock	US6488451	Issued	2002-Dec-03
Tool Chest with Tool Pallet	US5332305	Issued	1994-Jul-26
Sheath for Handsaws	US6076261	Issued	2000-Jun-20
Full Width Overlay Drawer	US7552950	Issued	2009-Jun-30
Hydraulic Lift	US4724930	Issued	1988-Feb-16
Holesaw	US6120221	Issued	2000-Sep-19
Pruning Saw	US6125544	Issued	2000-Oct-03

Title	Patent No.	Patent Status	Patent Issue Date
System for Remote Monitoring of a Vehicle and Method of Determining Vehicle Mileage ,Jurisdiction Crossing and Fuel Consumption	US6714857B2	Issued	2004-Mar-30
Apparatus for Securing Vehicle	US6185982	Issued	2001-Feb-13
Fuse Saving Test Assembly for Fused Circuit	US7148698	Issued	2006-Dec-12
Cordless Impact Wrench (Power Tool)	USD476544	Issued	2003-Jul-01
RX-Compound Bio Spring	US6109143	Issued	
Apparatus and Method for Mounting Analysis Equipment on a Vehicle		Filed	
Data Processing Device	USD475370	Issued	2003-Jun-03
Integrated Battery Service System	US8131487B2	Issued	2012-Mar-06
System and Method for Simultaneous Display of Waveforms Generated from Input Signals Received at a Data Acquisition Device	US8983785	Issued	2015-Mar-17
Image Based Inventory Control System with Advanced Display Features		Filed	
Power Strip With Input Plug		Filed	
Tool with Dual-Material Handle-Divisional	US6228306	Issued	2001-May-08
Quick Release Mechanism for Socket Drive Tool	US6199457	Issued	2001-Mar-13
Cordless Screwdriver and Multi-Position Battery Pack Therefor	US6139359	Issued	2000-Oct-31
Method and Apparatus For Performing Vehicle Scrub Radius	US6532062	Issued	2003-Mar-11
Metal Saw Device	US4827619	Issued	1989-May-09
Vertical Drawer with Catch Basin and Storage Chest Containing Same	US6135584	Issued	2000-Oct-24
Power Tool with Air Deflector for Venting Motor Exhaust Air	US6043575	Issued	2000-Mar-28
Balancing Machine Especially for Motor Vehicle Wheels		Filed	
Pliers with Flush Joint Bias Spring	US5904078	Issued	1999-May-18
Molding and Emblem Removal Tool	US5930899	Issued	1999-Aug-03
Tool with Dual-Material Handle	US5964009	Issued	1999-Oct-12
Composite Box Wrench with Reinforcing and Retaining Structure	US6318216	Issued	2001-Nov-20
Apparatus and Method for Tire Condition Assessment	US6069966	Issued	2000-May-30
Compensation for Undesired Angle Deviations Arising During Vehicle Wheel Alignment Operations	US5875418	Issued	1999-Feb-23
Cordless Impact Tool	USD535536	Issued	2007-Jan-23
Computer Interface Board for Electronic Automotive Vehicle Service Equipment	US5999867	Issued	1999-Dec-07
Multi-Modular Vehicle Repair System	US5931043	Issued	1999-Aug-03
Measuring Wheel Base Parallelism with a Position Determination System	US6823246	Issued	2004-Nov-23
Process and Apparatus for the Input of Parameters of a Rotary Member to be Balanced into a Balancer	US5172596	Issued	1992-Dec-22
Apparatus and Method for Determining Axial Stability	US5969246	Issued	1999-Oct-19
Improved Motor Control System for a Self-Calibrating Multi-Camera Alignment System		Filed	

Title	Patent No.	Patent Status	Patent Issue Date
Apparatus and Method for Multi-Phase Vacuum-Assisted Recovery of Refrigerant		Filed	
Apparatus and Method for Multi-Phase Vacuum-Assisted Recovery of Refrigerant		Filed	
Portable and Modular Production Electroplating System		Filed	
Portable and Modular Production Electroplating System		Filed	
Device, Method and Kit for Cleaning Passage Ducts of a Coolant Fluid in a Recovery and Depuration Appartus	US9366488B2	Issued	2016-Jun-14
System and Method for Providing an Interactive Vehicle		Filed	
System and Method for Providing an Interactive Vehicle		Filed	
Wheel Aligner with Advanced Diagnostics and No-Stop Positioning		Filed	
Tool Repair Package and Replacement System		Filed	
Controlling Incoming Air for a Multi-Directional Rotational Motor in a Single Rotational Direction		Filed	
Compact Folding Wrench	USD359211	Issued	1995-Jun-13
Sealed Reversible Ratchet Wrench	US6101907	Issued	2000-Aug-15
Improved Open-End, Four-Post Vehicle Lift		Filed	
Easy Toe Adjustment	US5832617	Issued	1998-Nov-10
Safety Restraint and Barrier for Use with Tire Servicing Equipment	US5971053	Issued	1999-Oct-26
System and Method for Distributed Computer Automotive Service Equipment	US6405111	Issued	2002-Jun-11
Computerized Automotive Service System	US6285932	Issued	2001-Sep-04
Saw Blade Container	USD317985	Issued	1991-Jul-09
Insulating Driver with Injection Molded Shank and Fluted Working Tip	US6655240	Issued	2003-Dec-02
Sawchain	US4896575	Issued	1990-Jan-30
Laminated Guidebar	US4965934	Issued	1990-Oct-30
Arcuate Tip Driver	US5347893	Issued	1994-Sep-20
Nitric Oxide Enhanced Response Circuit for Gas Analyzer	US6082177	Issued	2000-Jul-04
Method and Apparatus for Detection of Missing Pulses from a Repetitive Pulse Train	US6453250	Issued	2002-Sep-17
System for Dynamic Diagnosis of Apparatus Operating Conditions	US6141608	Issued	2000-Oct-31
High Strength Sealed Ratchet	US6125722	Issued	2000-Oct-03
Vehicle Collision Damage Display Technique	US6947867	Issued	2005-Sep-20
Drawer Fronts	US7540576	Issued	2009-Jun-02
Cabinet Locking System and Method	US7461908	Issued	2008-Dec-09
Reversible Ratchet with Remote Reversing Operating Mechanism	US6253647	Issued	2001-Jul-03
Method and Apparatus of Automatically Identifying Faults in a Machine Vision Measuring System	US6323776	Issued	2001-Nov-27
Method and Device for Determining the Amount of Undissolved Gas in a Hydraulic System	US6081767	Issued	2000-Jun-27
Volumetric Operating System for Vehicle Lifts	US6811000	Issued	2004-Nov-02
Adjustable Length Extension	US8534165	Issued	2013-Sep-17

Title	Patent No.	Patent Status	Patent Issue Date
Device for Measuring Rotor Imbalance	US6708563B2	Issued	2004-Mar-23
Edge Protection Device for Hole Saw	US6746187B2	Issued	2004-Jun-08
Method and Apparatus for Balancing a Motor Vehicle Wheel	US6752016B2	Issued	2004-Jun-22
Retention Socket	US7311022	Issued	2007-Dec-25
Cordless Alignment System Having Conveniently Interchangeable Batteries	US 6763594	Issued	2004-Jul-20
Pliers	USD494826S	Issued	2004-Aug-24
Bead Breaking Lever		Filed	
Diagnosing Malfunctioning Wheel Alignment System	US7643915	Issued	2010-Jan-05
Electronic Torque Wrench	USD530166	Issued	2006-Oct-17
Wheel Alignment with Surface-Oriented Runout Determination	US7206716	Issued	2007-Apr-17
Impact Wrench	USD507732	Issued	2005-Jul-26
Process for Identifying a Specific Light Signal Used in a Linear Optical Sensor of Goniometer From Among Other Potentially Disturbing Light Signals	US6714291B2	Issued	2004-Mar-30
Calibration Certification for Wheel Alignment Equipment	US7089776	Issued	2006-Aug-15
Fuel Cell Service Method and Apparatus	US7684880	Issued	2010-Mar-23
Vehicle Data Recorder Using Digital and Analog Diagnostic Data	US7340331	Issued	2008-Mar-04
Method and System for Dynamically Adjusting Searches for Diagnostics Information	US8005853	Issued	2011-Aug-23
Prioritized Test Procedure and Step Display Using Statistical Feedback	US7142960	Issued	2006-Nov-28
Dead Blow Hammer with Composite Holder	US7168338	Issued	2007-Jan-30
User Adjustable Electronic Torque Wrench Design With Ergonomic Features, and Signaling Capabilities		Filed	
Dynamic Information Method and System	US7555376	Issued	2009-Jun-30
User Interface Diagnostic Instrument	US8319735	Issued	2012-Nov-27
Method and System for Retrieving Diagnostic Information	US8315760B2	Issued	2012-Nov-20
System and Method for Providing Data from a Server to a Client		Filed	
Vehicle Wheel Alignment System and Methodology	US7703213	Issued	2010-Apr-27
Ultrasonic Position Measuring System	US8693286	Issued	2014-Apr-08
Wireless Network and Methodology for Automotive Service Systems	US8073586	Issued	2011-Dec-06
Sheet of Light Imaging System	US7738120	Issued	2010-Jun-15
System and Method for Rendering a Set of Program Instructions as Executable or Non-executable		Filed	
Tyre Fitting Machine	US7784519	Issued	2010-Aug-31
Apparatus for Positioning Tyred Wheels on a Tyre Changer Machine		Filed	
Device for Mounting or Dismounting a Pneumatic Tyre from the Rim of a Vehicle Wheel	US7743812	Issued	2010-Jun-29
Procedure and Apparatus to Brake the Main Shaft of a Balancing Machine	US6826958	Issued	2004-Dec-07
Apparatus for Determining the Condition of a Tire Tread of a Vehicle Wheel		Filed	

Title	Patent No.	Patent Status	Patent Issue Date
Method and Apparatus for Wheel Alignment	US7953247	Issued	2011-May-31
Rim Protection System for Tire Changers	US7715024	Issued	2010-May-11
Intelligent Primary Shaft Blocking	US7377164	Issued	2008-May-27
Power Clamp Device	US6928871	Issued	2005-Aug-16
Network System for Automotive Shops		Filed	
Tool Inventory Control System	US8353456	Issued	2013-Jan-15
Method for Optimizing Joint Press Set for Use with a Plurality of Ball Joints	US8156625	Issued	2012-Apr-17
Improved Integrated Circuit Image Sensor for Wheel Alignment Systems	US7855783	Issued	2010-Dec-21
Test Procedures Using Pictures	US7516000	Issued	2009-Apr-07
Test Procedures Using Pictures	US7209815	Issued	2007-Apr-24
Method and Device for Inserting a Rotor, in Particular a Motor Vehicle Wheel, Which is Rotably Mounded on an Unbalance Machine and Can Be Driven by Means of an Electric Motor	US6826958B2	Issued	2004-Dec-07
Brake Lathe Suspension Arm	US6679144B2	Issued	2004-Jan-20
Apparatus and Method for Measuring of Any Imbalance of a Motorcycle Wheel	US6871543B2	Issued	2005-Mar-29
Self-Calibrating Position Determination System and User Interface	US7062861	Issued	2006-Jun-20
Low Clearance Socket and Drive System	US7975576	Issued	2011-Jul-12
Hacksaw	USD504802S	Issued	
Kit of Power Tools	US7609025	Issued	2009-Oct-27
Vehicle or Engine Diagnostics Systems Supporting Fast Boot and Reprogramming	US7937198	Issued	2011-May-03
Vehicle or Engine Diagnostic Systems with Advanced Non-Volatile Memory	US7634337	Issued	2009-Dec-15
Hand Tool	US7021177B2	Issued	2006-Apr-04
Choice of Cutting Data / Bandcalc	US7654180	Issued	2010-Feb-02

APPENDIX E

Franchisees as of December 31, 2016

Note: In some instances current and former franchisees sign provisions restricting their ability to speak openly about their experience with Snap-on. You may wish to speak with current and former franchisees, but be aware that not all franchisees will be able to communicate with you.

APPENDIX E

Franchisees as of December 31, 2016

Individual Franchisee or Principal Owner	Franchisee Entity	Address	City	State	Zip	Phone
Campbell, Robert L		PO Box 35785	Juneau	AK	99803	907-465-7172
Cannon, Robert G	Cannon Tools LLC AK	4500 Huffman Road	Anchorage	AK	99516	907-360-2914
Dilley, Brandon A	Tools of the Trade LLC	2601 Mona Avenue	Anchorage	AK	99516	907-351-9303
Fitzhugh, Clois D	Dean's Tools Incorporated	5900 Old Valdez Trail	Salcha	AK	99714	907-360-2914
Jensen, Marcus W		12300 Tracy Rd	Anchorage	AK	99516	907-440-9872
Lane, Gary L	Gary Lane, Inc.	2101 Andromeda Drive	Fairbanks	AK	99712	907-460-7776
Marshall Jr, Stanley K	MARSHALL TOOLS LLC	6833 Queens View Cr	Anchorage	AK	99504	907-223-0193
Simpson, Thomas L		316 E Country Ridge Rd	Wasilla	AK	99654	907-841-2051
Virgil, Richard F	Virgil Enterprises, Inc.	47040 Wazzu Dr.	Soldotna	AK	99669	907-841-2051
Adams, Jerry E <i>Deceased</i>	ED'S TOOL SERVICE, INC.	2020 Bakers Ln	Mobile	AL	36605	251-232-8542
Allen, Henry W	Allen Tool Sales, LLC	1880 Lakeside Drive	Mccalla	AL	35111	205-718-4128
Barber, Mark C	Mark Barber Auth Franchisee Snap-on Tools	975 County Road 622	Enterprise	AL	36330	334-390-9789
Bidney, David J		9235 Ottawa Drive	Daphne	AL	36526	251-753-4493
Blanton, Barry S	Blanton Corporation	1678 Ozier Drive	Tuscaloosa	AL	35405	205-531-8539
Boatwright, Robert B	BOATWRIGHT TOOLS LLC	2635 Sunnydale Dr	Southside	AL	35907	256-390-5282
Brant, Kevin E		431 Lee Road 2019	Phenix City	AL	36867	334-298-9302
Brassfield, Steven L		8351 Coosada Road	Coosada	AL	36020	334-380-1654
Cruce, Rex S	Steve Cruce Enterprises, Inc.	657 Wisteria Way	Garden Dale	AL	35071	205-337-0586
Dodd, Patrick E	DODD'S HARDWARE LLC	556 Marklund Road	Sumiton	AL	35148	205-427-0158
Feazell, Bryan L		1774 Broughton	Wellington	AL	36279	256-453-7157
Fullman, Terry R	Fullman Enterprises, Inc.	4033 Charring Cross Ln	Hoover	AL	35226	205-296-7508
Green Jr, David P		90 Rapid Creek Cove	Millbrook	AL	36054	334-313-0105
Green, David P		200 Little Deer Run	Millbrook	AL	36054	334-300-4521
Grimes, Charles R	Grimes Enterprises, LLC DBA Tool Dr.	235 Rabbit Town Road	Albertville	AL	35950	256-572-1652
Hall, Quincy A		1151 County Road 1447	Falkville	AL	35622	256-758-2069
Hamby, James W		14008 Randamere Dr	Huntsville	AL	35803	256-468-6657
Hickman, Brandon L		3310 Bradley St SW	Huntsville	AL	35805	662-664-0713
Holder, Wilmer E		3331 S State Hwy 123	Newton	AL	36352	334-701-5625
Jones, Michael C		1572 Carter Grove	Hazel Green	AL	35750	256-337-4052
Kilgore, Nathan A		736 Pleasant Hill Church Rd	Boaz	AL	35956	256-312-5516
Kimsey, James M		108 Fernway	Atmore	AL	36502	251-577-2953
Lawrence, Philip S		580 Hegia Burrow Rd SE	Huntsville	AL	35803	205-613-3237
Lowery, Joe W	JAMB TOOLS, INC.	14493 Yellow Crk Fishing Camp	Northport	AL	35475	205-442-5529
Loy, Paul J	LOY TOOLS LLC	2261 Colvin Circle S	Southside	AL	35907	256-390-4869

**These franchises were not operational as of fiscal year end 2016, but the franchise is operational as of the Effective Date of this Disclosure Document. If Additional Franchise is noted next to franchisee's name, the Additional Franchise was not operational as of year-end 2016.

Franchisees as of December 31, 2016

Individual Franchisee or Principal Owner	Franchisee Entity	Address	City	State	Zip	Phone
Maples, Cody K	MAPLES ENTERPRISES LLC	96 Nelson Hollow Rd	Somerville	AL	35670	256-426-3743
Massey, Bruce A	Massey Enterprises, L.L.C.	2255 County Rd 400	Fyffe	AL	35971	256-899-4315
Melton, Michael P		2568 Bridlewood Dr	Helena	AL	35080	704-491-9888
Myhan Jr, Robert D		314 Martin Drive	Muscle Shoals	AL	35661	256-740-1005
Phillips, Stevie W		3701 CO RD 33	Fyffe	AL	35971	256-717-6470
Raley, Jason C		7436 S Park Av	Dothan	AL	36301	334-792-5879
Rushing, Lance G	SnaPro Two Corporation	604 Oakline Drive	Hoover	AL	35226	205-296-5033
Rushing, Lance G	Rushing Corporation, a close corporation	604 Oakline Drive	Hoover	AL	35226	205-296-5033
Rushing, Lance G	SnaPro 3 Corporation	604 Oakline Drive	Hoover	AL	35226	205-296-5033
Rushing, Lance G	Rushing Corporation, a close corporation	604 Oakline Drive	Hoover	AL	35226	205-296-5033
Sanders, Richard F	Sander's automotive Tools	67 Mays Bead Circle	Pell City	AL	35128	205-863-0524
Warren, Benjamin M	Mike Warren, LLC	150 Green Bay Circle	Daphne	AL	36526	251-626-6094
Wilson, Joseph S		93 McCurdy Ln	Piedmont	AL	36272	770-546-5430
Wood, Johnny H	Wood Tool & Equipment Company, Inc.	14895 Hwy 411 N	Centre	AL	35960	706-346-6968
Atkins, Shawn J	ATKINS TOOL FRANCHISE LLC	1802 Sara Ann	Paragould	AR	72450	870-586-4007
Brasfield, Bobby J		2906 Ridgemont Rd	Jonesboro	AR	72401	870-761-1655
Brixey, Randy		109 Fox Wood Village	Russellville	AR	72802	479-857-1311
Chambers, Jason M	J & C TOOL SALES LLC	934 W Vinity Road	Mcrae	AR	72102	501-743-5170
Dean, Jimmy C	THE ARCIS GROUP, INC.	1001 Larks Court	Morrilton	AR	72110	501-773-5525
Falls, Wesley R		761 N Polk Road #75	Mena	AR	71953	479-243-3363
Gerrald, Michael A	MGRG, LLC	945 Stafford Rd	Wilmar	AR	71675	870-866-0923
Gerrald, Michael A	MG, LLC	945 Stafford Rd	Wilmar	AR	71675	870-866-0923
Gerrald, Michael A	MAGR, LLC	945 Stafford Rd	Wilmar	AR	71675	870-866-0923
Goldfish, Steven L		2108 Magnolia Bend	Van Buren	AR	72956	479-755-7717
Gordon, Michael S	BIG TIME BBQ, LLC	15393 Patton Road	Pea Ridge	AR	72751	479-633-1093
Griffith, Kevin J	Master's Plan, Inc.	275 Emitte Ln	Mountain Home	AR	72653	870-559-9400
Hamilton, Donald G		4058 N Zion Valley Drive	Fayetteville	AR	72703	479-841-7281
Hazel, Roger A	HAZEL CORPORATION	4130 Kings Place	Springdale	AR	72762	479-647-9495
Hefley, Jayson G	JTM TOOLS, LLC	254 Indianhead Road	Austin	AR	72007	501-920-1626
Ingram, Keith E		150 County Line Road	Locust Grove	AR	72550	870-613-4448
Johnson, Shawn L	Twin S Corporation	107 Elliott Road	Greenbrier	AR	72058	501-514-5776
Kostelecky, Randle L		6883 Bur Oak Rd	Springdale	AR	72762	479-841-2777
Lawson, Eugene R		2935 Polk 54	Mena	AR	71953	479-243-7575
McCaslin, Mitchell Orval	McCaslin Tools Incorporated	280 White Sulpher Road	Hot Springs	AR	71901	501-258-8669

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Franchisees as of December 31, 2016

Individual Franchisee or Principal Owner	Franchisee Entity	Address	City	State	Zip	Phone
McNay, Michael J	McNay Tools & Equipment Inc	2105 S. Main St. #B	Stuttgart	AR	72160	870-674-8470
Norris, Mark A	Mark's Tool Sales, LLC	142 Panther Trail	Searcy	AR	72143	501-940-2038
Norris, Mark A	Premier Tool Sales, LLC	142 Panther Trail	Searcy	AR	72143	501-940-2038
Norris, Mark A	Platinum Tool Sales, LLC	142 Panther Trail	Searcy	AR	72143	501-940-2038
Phelps, Richard Lon		10020 Hwy 270	Malvern	AR	72104	501-337-2195
Powell, Steven Ray		10219 Durvin Ln	Dardanelle	AR	72834	501-416-1601
Reynolds, Jerry Donald		9 Ravenshoe Drive	Rodgers	AR	72756	479-903-3163
Seabaugh, Stephen C	Seabaugh Tools, LLC	PO Box 367	Wynne	AR	72396	870-588-6618
Shaw, Dick L	B.A.D. Tool Company, Inc.	412 Akel Rd	Cabot	AR	72023	501-920-2769
Tinsley, Sam D		4127 Fournier Drive	Harrison	AR	72601	870-688-3841
Wray, David A		1900 Glen West Way	Fort Smith	AR	72916	479-806-1314
Alejandro, Robert	Alejandro Tool Corporation	8742 West Wethersfield Rd.	Peoria	AZ	85381	623-910-6412
Anderson, Erick R	TnT TOOLS LLC	2053 E Stephens Rd	Gilbert	AZ	85296	480-747-7890
Anderson, Sterling E	Anderson Tool Sales, Inc.	PO Box 3805	Flagstaff	AZ	86003	928-853-0298
Besonson, Edwin P	BESONSON TOOLS LLC	5390 N Robert Rd	Prescott Valley	AZ	86314	928-910-6462
Brechbiel, Martin D		P.O. Box 914	Vail	AZ	85641	520-505-0411
Brenden, Samuel G	VASA, LLC	10835 West Avenida Del Rey	Peoria	AZ	85383	623-302-3356
Cacioppo, Christopher T		1450 N. 66th Place	Mesa	AZ	85205	480-225-7266
Carroll, Bruce A		100 N. 15th Drive	Showlow	AZ	85901	928-242-4253
Chandler, Charles J	Team Chandler, Inc.	11301 North Mountain Breese Drive	Oro Valley	AZ	85737	520-591-5705
Ching, Adam K	Adam Ching Enterprises, LLC	3729 E Harrison St.	Gilbert	AZ	85295	480-628-8135
Corvi, John		22031 N 98th Drive	Peoria	AZ	85383	602-714-3939
Creek, Charles S	Chuck S Enterprises Inc	5409 West Garden Dr	Glendale	AZ	85304	602-615-3534
Davidson, Keith A	DAVIDSONS TOOLS KD LLC	16626 W Marconi Av	Surprise	AZ	85388	480-682-7418
Donathan, Norman D		5216 N 199th Avenue	Litchfield Park	AZ	85340	602-531-2999
Eastman, Michael S	M & D Eastman, L.L.C.	941 E Birchwood Place	Chandler	AZ	85249	602-397-0610
Evans, Paul D		6673 W Mare Av	Coolidge	AZ	85128	602-793-8423
Ferguson, Fred E	Southwest Tool Supply LLC	5525 E Pershing Avenue	Scottsdale	AZ	85254	602-725-2464
Fitzsimmons, Jeramiah K	Superior Tool Sales LLC	2340 Parama Ln.	Chino Valley	AZ	86323	928-899-0332
Forbes, Brandon B	SOUTHWEST MOBILE TOOL SALES LLC	21403 N. 78th Ln	Peoria	AZ	85382	623-776-6109
Gabel, Robert D	BM Gabel Tools LLC	11234 E Sheridan Av	Mesa	AZ	85212	480-363-8167
Gibbons, Collin H	THE TOOL BOX, LLC	6548 E. Bambi Drive	Mesa	AZ	85215	602-481-1402
Grimsley, Allen B	A and L Tools LLC	19415 N 74th Dr	Glendale	AZ	85308	602-568-6918
Hannar, Steve F		8218 West Patrick Ln	Peoria	AZ	85383	602-478-2028

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Franchisees as of December 31, 2016

Individual Franchisee or Principal Owner	Franchisee Entity	Address	City	State	Zip	Phone
Harris, Michael E		2795 Cimarron Drive	Kingman	AZ	86401	928-916-9703
Hillock, Thomas J	TJH Enterprises, L.L.C.	4203 N Pinnacle Ridge	Mesa	AZ	85207	602-397-2325
Hoxie, Steven J		14206 W Calavar Road	Surprise	AZ	85379	602-677-8899
Iverson, Terrence R	T&J IVY, LLC	14217 N New Market Ct	Fountain Hills	AZ	85268	815-353-3881
Jones, Andrew S		7596 North Meredith Blvd	Tucson	AZ	85741	520-465-4670
Kelley, John G	J AND KK TOOLS, LLC	11455 E. Rutledge Av	Mesa	AZ	85212	480-694-3597
Kujawa, David W	TOOL WORX LLC	3280 N Nambe Dr.	Tucson	AZ	85749	520-955-1431
Malone, Darrell J	Big D Tools, LLC	815 W. Highland	Chandler	AZ	85225	602-628-4613
McKinney, Troy K	CTM Enterprise LLC	20488 E Appaloosa Drive	Queen Creek	AZ	85142	602-647-3759
McMillan, Thomas J		5138 Via de Lomas	Sierra Vista	AZ	85635	520-266-3818
Meneses, Fortino	T & R TOOLS LLC	4336 North 24th Street	Phoenix	AZ	85016	480-243-0990
Morici, Philip J	ALL VALLEY TOOL SALES LLC	7729 West John Cabot Rd	Glendale	AZ	85308	602-334-3849
Naaktgeboren, Vance D	NSTS, LLC	1917 W. University Heights Drive S	Flagstaff	AZ	86001	928-853-5956
Nelson, Justin J		8105 North Placita Sur Oeste	Tucson	AZ	85741	520-990-8156
Nickels, Brian L	B N B Enterprises, LLC	9541 West Bent Tree	Peoria	AZ	85383	602-750-4860
Orlando, James P	JIMMY O'S TOOL SLED, INC.	10077 E Desert Valley Pl	Tucson	AZ	85747	520-306-1870
Outcalt, Vince P		11728 North 93rd Place	Scottsdale	AZ	85260	602-692-6746
Peck, Brian A	BP TOOLS, LLC	10609 N Decker Drive	Tucson	AZ	85742	520-490-1038
Potts, Anthony G	T's Tool Truck, LLC	13355 N Como Drive	Tucson	AZ	85755	520-977-0760
Rios, Joe D	Siete Rios LLC	7152 W. Roanoke Av	Phoenix	AZ	85035	602-446-0940
Rodriguez, Gabriel C		4664 W 19th St.	Yuma	AZ	85364	928-261-5572
Rudolph, Bill J	WBK Enterprises, LLC	12721 North 85th Av	Peoria	AZ	85381	623-694-8694
Sandefur, Carlton B	TDS TOOL SOLUTIONS, INC.	423 E Yucca Dr	Safford	AZ	85546	928-358-2386
Schroeder, David B		3530 Offshore Court	Lake Havasu City	AZ	86406	928-733-8677
Stidham, Bobby C		7733 Cinnabar Av	Peoria	AZ	85345	623-326-0127
Swanberg Jr, Curtis M	SWANBERG TOOLS, L.L.C.	12532 E Kit Carson Place	Tucson	AZ	85749	520-247-2433
Swanson, Christopher J	SWANSON CHROME TOOLS, L.L.C.	2570 W Lazybrook Drive	Tucson	AZ	85741	520-548-2325
Tatkowski, Jason K	JKT DIAGNOSTICS AND TOOLS LLC	2927 E Teakwood Place	Chandler	AZ	85249	602-931-9385
Tauber, Mitchell L	MIT TOOLS, LLC	5703 East Calle Marita	Cave Creek	AZ	85331	480-209-6863
Thompson, Matthew S		15825 S 7th Dr.	Phoenix	AZ	85045	480-226-9674
Tucker, Paul R	JOOP, LLC	854 Legacy Drive	Thatcher	AZ	85552	928-965-6419
Ward, Richard D	Rich Ward Tools, LLC	22018 West Beacon Lane	Whittman	AZ	85361	602-616-4094
Wilson, Jared J	WILSON TOOL & EQUIPMENT LLC	5047 N 129th Av	Litchfield	AZ	85340	623-203-8834
Acampora, Perry J		5110 Espinoza Rd	El Cajon	CA	92021	619-548-0205
Adjoyan, Yenovk M		16520 Amber Tree Ln	Hacienda Heights	CA	91745	310-245-7719

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Franchisees as of December 31, 2016

Individual Franchisee or Principal Owner	Franchisee Entity	Address	City	State	Zip	Phone
Agnew, Philip B	STAGE 1 TOOLS, INC	6733 Olive Point Way	Roseville	CA	95678	916-995-8744
Andrusiak, John M		719 Cutting Way	Sacramento	CA	95831	916-956-6945
Ansiel, Gary T		2447 E Hoyt Road	Hoitville	CA	92250	760-403-0286
Arteaga, Andres		562 Kiley Road	Chula Vista	CA	91910	619-710-5822
Artiga, Robert		10351 Harvest Av	Santa Fe Springs	CA	90670	562-308-0004
Baggarley, Clint D		318 Olivina Avenue	Livermore	CA	94551	925-337-5061
Baker, Shane M		2505 Center Road	Novato	CA	94947	415-328-1219
Baldwin, Henry W		27143 Echo Canyon Court	Corona	CA	92883	951-809-7448
Bandek, Hugo F	DND BANDEK, INC.	2900 Minto Ct	Los Angeles	CA	90032	213-247-6686
Baptista, Arnold Frank		3710 Duffy Way	Bonita	CA	91902	619-972-1520
Barberena, Erwin A	BARBERENA TOOLS INC.	1551 W 65th Place	Los Angeles	CA	90047	323-855-4975
Bartz, James F		1315 Quest Road	Ramona	CA	92065	760-473-7010
Bartz, Jason Skip		1538 N. 3rd Ave.	Upland	CA	91786	909-921-7777
Bath, Ronald E		1312 Mildred Ct	Windsor	CA	95492	415-828-8665
Bell, Stanley H		10465 Rugby Ct	Rancho Cordova	CA	95670	916-519-6513
Bettencourt, Shamus		5431 W Oakridge Av	Visalia	CA	93291	559-707-0767
Bogosian, Hovanes J. <i>Deceased</i>		9120 Valley View	Whittier	CA	90603	562-522-0689
Bogosian, Walter M		13423 Hadley Street	Whittier	CA	90601	562-762-6138
Borgett, Joshua R		405 Clowe Court	Lodi	CA	95242	925-580-6217
Bouma, Corey D		16201 Alpine Place	Lamirada	CA	90638	562-237-4193
Bozzo, Stephen P		12679 Anvil Rd.	Grass Valley	CA	95945	530-913-8665
Braley, Terry K		5966 Kirkwood Av	Alta Loma	CA	91701	951-314-3435
Brandsma, David K		7622 Ontario Drive	Huntington Beach	CA	92648	719-649-0906
Brewer, Robert S		14527 Dalwood Av	Norwalk	CA	90650	714-728-9637
Brickman, Jonathan		219 Erbes Rd. #101	Thousand Oaks	CA	91362	805-258-1653
Brown, Andrew H		27928 Cherry Blossom Place	Valencia	CA	91354	818-268-1134
Brun, Karl R	Quality Mechanic's Tools, Inc.	13892 Alder Creek Rd	Truckee	CA	96161	530-414-4229
Bruneau, David Douglas		10102 Mallow Drive	Moreno Valley	CA	92557	951-453-6598
Bruttomesso, Henry D	BRUTTOMESSO ENTERPRISES, INC.	20310 Temestal Canyon Rd B106	Corona	CA	92881	951-553-5006
Bryan, Robert L		2141 Feliz Drive	Novato	CA	94945	415-609-2884
Bulleit, Patrick C		2311 Temescal Av	Norco	CA	92860	951-505-8204
Bullis, Daniel L		4700 Via Altura	Modesto	CA	95357	209-996-3701
Bullis, Kevin W		5947 Cypress Point Drive	Livermore	CA	94551	650-676-5472
Burleson, Gary Eugene	GEB, INC	309 Camino De Las Colinas	Redondo Beach	CA	90277	310-628-3078
Burns, Chad E		1403 Reggio Aisle	Irvine	CA	92606	714-337-3414

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Butler, Jerry T		1209 Grand River Drive	Shasta Lake	CA	96019	530-356-0263
Caggiano, Gino D		3814 N. Fulgham Ct.	Visalia	CA	93291	559-799-4847
Caldwell, Brandon		4518 S Dans St	Visalia	CA	93277	559-333-3060
Call, Richard S		27729 Stowe Ln	Castaic	CA	91384	661-713-7627
Carvajal Jr, Steve F		2041 Wood Mar Road	El Dorado Hills	CA	95762	916-402-1960
Castro, Michael B		103 Quail Ct	Hercules	CA	94547	415-806-0477
Cervelli, Gerald D		500 Zita Court	Danville	CA	94526	925-872-3228
Champion, Jon E		3121 Wildwood Ct	Chino Hills	CA	91709	909-597-7835
Champion, Joseph B		511 Wildrye Court	Hemet	CA	92543	951-591-1580
Champlin, Steven L		4217 Adidas Avenue	Bakersfield	CA	93313	661-809-0800
Chan, Elson P		2291 Blackfield Drive	Concord	CA	94520	408-375-2977
Chavarin, Phillip		23664 Gymkhana Rd	Ramona	CA	92065	949-289-1475
Chavez, Oscar R		1904 Estrella Circle	San Miguel	CA	93451	805-835-7192
Chieu, Dennis J		320 E Norwood Place	San Gabriel	CA	91776	626-712-3110
Chrisman, David M		530 Grey Ghost Ct	Morgan Hill	CA	95037	408-891-2955
Chuck, Paul A		1807 California St.	Berkeley	CA	94703	415-566-2938
Chung, Paul V		116 S Bright View Dr	Covina	CA	91723	626-523-4362
Clark, Daniel G		23630 Isla Del Rey	Ramona	CA	92065	760-644-7221
Clauzel, John S		920 Innisfree Court	Vallejo	CA	94591	707-479-0306
Clesi, David E		PO Box 2329	Woodland	CA	95776	916-224-7001
Codekas, Nick J		630 Briarwood Drive	Brea	CA	92821	714-713-1159
Colby, Todd E		33251 La Colina Dr	Springville	CA	93265	559-936-8492
Collett, Robert D		13829 Sagewood Dr.	Poway	CA	92064	619-778-2744
Colvin, Matthew W		108 South Pacific St	Oceanside	CA	92054	760-644-2278
Contino, Thomas		11590 Peach	Hesperia	CA	92345	760-403-3633
Cook, Bret T		13903 Judah Av	Hawthorne	CA	90250	310-261-8596
Cooper, Gregory		8159 Strub Av	Whittier	CA	90602	310-365-8233
Cooper, Joshua R		1620 Pheasant Hill	Escondido	CA	92026	760-522-2452
Corbridge, David A		16531 Jackson Av	Lemoore	CA	93245	559-360-3528
Costello, Richard A		3247 Kensington Drive	Eldorado Hills	CA	95762	916-337-6792
Cothran, Kirt W	KWC ENTERPRISES, LLC	412 South B St	Lompoc	CA	93436	805-210-0817
Courduff, Dean P		784 Armstead St	Glendora	CA	91740	626-510-5433
Cox, Jason D		705 Sky Ranch Ct.	Camino	CA	95709	530-344-3732
Cox, Trent L		804 Freedom Point Way	Manteca	CA	95336	209-213-9331
Cruts, Duane L		3202 Catawba Dr	Cameron Park	CA	95682	916-837-0142

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Curtis, Norman G		7101 Upland of the Kern Dr	Bakersfield	CA	93308	661-333-2371
Curtis, Robert L		1701 Hampshire Ct	San Dimas	CA	91773	626-831-1496
Damoiseaux, Christopher		1659 8th St	Manhattan Beach	CA	90266	310-918-5057
De Santis, Kyle B	DE SANTIS PERFORMANCE, INC.	6591 Cypress Av	Rosamond	CA	93560	661-312-9960
Decino, William		6156 Stresemann St	San Diego	CA	92122	619-981-4299
Denton, Daniel J		9392 Jessica Drive	Windsor	CA	95492	707-548-9136
Denton, Greg E		1939 Dean Road	Paradise	CA	95969	530-521-0157
DeRouen, Michael A	DEROUEN ENTERPRISES LLC	4337 Machado Drive	Concord	CA	94521	925-360-5743
Desrosiers, Donald J		491 Primavera Drive	Hollister	CA	95023	831-207-6128
DiLaura, Jason D		330 Union Heights	Hollister	CA	95023	831-801-8601
Drummer, Douglas Albert		249 Westridge Drive	Santa Clara	CA	95050	408-398-7771
Dryden, Richard J	Richard J. Dryden, Inc.	7161 Worthington Drive	Eureka	CA	95503	707-496-1703
Dunlap, Steve R		5746 No Pleasant	Fresno	CA	93711	559-246-6593
Easom, Eric R	EASOM TOOLS LLC	650 Broadway #3	Redwood City	CA	94063	408-497-4288
Endler, Mark N		1161 Oak Glen Road	Santa Ynez Valley	CA	93460	805-878-0800
English, Jonathan T		3842 Fourteen Mile Drive	Stockton	CA	95219	209-481-6049
Erny, Roy C		161 Canon Drive	Orinda	CA	94563	415-999-0196
Evans, Robin R		1301 Randy Av	Modesto	CA	95355	209-988-9613
Fairman, Jonathon R		418 Coleen St	Livermore	CA	94550	510-910-3164
Farrokh-Siar, Stephen J		15416 Patronella Av	Gardena	CA	90249	310-433-9085
Ferland, Steven M		9911 Via Mavis	Santee	CA	92071	619-778-8828
Feuerbach, Richard A		6130 Oak St	Anderson	CA	96007	530-330-3737
Fleming, Bradley S		583 Ward Way	Manteca	CA	95336	510-909-4954
Flores, Benjamin E		1538 Marin Av	Modesto	CA	95358	408-476-1394
Foley, Paul	Dreamtools, Inc.	13629 Rachel Road	Yucaipa	CA	92399	909-222-2811
Fosdick, Matthew T		10158 Kings Court	Riverside	CA	92509	909-630-2906
Foxworthy, Gordon L	FOXWORTHY ENTERPRISES, INC.	38 Ave Maria	Monterey	CA	93940	408-316-2134
Freeman II, Duane E		3167 Clearlake Dr	Chico	CA	95973	530-228-6704
Fulde, David A		43 Lind Av	Clovis	CA	93612	559-325-7175
Galindo, Felipe R		1008 North Madero St.	Montebello	CA	90640	213-268-9660
Garcia, Frank		31334 Tobiah Place	Castaic	CA	91384	818-355-7441
Gebase, Anthony L		1727 Weatherwood Ct.	San Marcos	CA	92078	619-733-8092
Gibson, Brandon J		10250 Timberlane Way	Santee	CA	92071	619-654-0486
Gibson, James B		10337 Mt View Ln	Lakeside	CA	92040	619-654-0497
Gomez, Carlos E		1618 E Franzen Av	Santa Ana	CA	92705	714-290-6494

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Gomez, Jesse P		1411 O'Malley Ln	La Habra	CA	90631	714-553-7464
Gomez, Victor H		2918 S. Rita Way	Santa Ana	CA	92704	714-785-8391
Gong, Craig		6505 E. Huntsman Av	Selma	CA	93662	559-903-2235
Gonsalves, Fernando F		1757 Monroe St	Santa Clara	CA	95050	408-234-2401
Gonzalez, Tom A		13405 S Dewolf	Selma	CA	93662	559-217-0307
Goorsky, Jeff A	Goorsky, Inc	43170 Stetson Av	Hemet	CA	92544	909-633-8272
Goshay, Richard E		230 Colt	Nipomo	CA	93444	805-441-7337
Gowing, Thomas F		18031 Stonehaven Dr.	Salinas	CA	93908	831-455-6983
Granados, Adrian		851 S Glenwood Av	Rialto	CA	92376	909-873-4886
Guagenti, Gary Anthony	Chase Maxwell, Inc.	4815 Moresbey St	Torrance	CA	90505	310-466-6713
Guilbault, James M		5366 Donlyn Pl	Antelope	CA	95843	916-223-8665
Halbasch, Philip J		2712 E Grove Av	Orange	CA	92867	714-785-3826
Hanger, Robert E		13528 John Rocha Circle	Galt	CA	95632	916-217-2199
Harpine, Steven W		5903 N. Krotik Court	Atwater	CA	95301	209-765-5125
Harris, Robert D		18451 Altimira Circle	Morgan Hill	CA	95037	408-483-7675
Hartley, Travis A		7 Oakhurst Rd	Irvine	CA	92620	760-214-4176
Hartmann, Jeffrey R		6475 Peridot Court	East Vale	CA	92880	760-828-5506
Harwood, Kenneth A		240 S American St	Ridgecrest	CA	93555	760-382-2702
Heald, Joseph E		977 Villa Montes Circle	Corona	CA	92879	951-545-0975
Hegna, Cary K		5690 Macargo St	Granite Bay	CA	95746	916-765-1282
Heldt, Joel D		3704 Primrose Av	Santa Rosa	CA	95407	707-293-4143
Henderson, Michael		13755 Acorn Circle	Valley Center	CA	92082	760-801-3229
Hendricks, Thomas		720 Bluegrass St	Simi Valley	CA	93065	805-432-2224
Hernandez, Joel M		963 S Victory St	Porterville	CA	93257	661-564-1840
Hernandez, Robert		1839 North Ave 55	Los Angeles	CA	90042	323-321-2654
Hertzmann, Steven C		26635 Hawkhurst Dr	Rancho Palos Verdes	CA	90275	310-466-8060
Ho, Vinh V	Maddens Tool Supply, LLC	5223 Ernest Av	El Cerrito	CA	94530	510-504-4574
Holm, Brett T		13333 Morgan Territory Road	Livermore	CA	94551	510-755-7428
Hom, Richard M		486 Ladera St	Monterey	CA	91754	626-712-6463
Hopkins, Curtis W		1408 Oakridge Ct	Modesto	CA	95351	209-613-7652
Huffman, Robert		15902 Hummingbird Lane	Huntington Beach	CA	92649	714-390-3385
Hughes, Brian W		17296 Clover Road	Penn Valley	CA	95946	619-248-2860
Huit, Wayne R		3413 Mesa Verde Circle	Stockton	CA	95209	209-304-5643
Hupp, Jeffrey S		922 N Cherry Ln	Clovis	CA	93611	559-392-3919
Ignacio, Bobby J		5143 Via Madrid	Oceanside	CA	92057	760-644-0692

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Jacobson, Paul S	CENTRAL COAST TOOLS, INC.	340 Spyglass Way	Aptos	CA	95003	831-345-0073
Jacobus, Robert		19290 Desiree Ct	Cottonwood	CA	96022	530-604-0447
Jay, Ronald E		5116 Faust St	Lakewood	CA	90713	213-435-4300
Jeldum, Daniel J		30709 Tarapaca Rd	Rancho Palos Verdes	CA	90275	310-877-7523
Jeske, Andrew A		2131 E Stearns Av	La Habra	CA	90631	323-363-4190
Johnson, Charlie	Charlie Your Tool Man, Inc.	42215 Stetson Av	Hemet	CA	92544	909-732-9400
Johnson, Christopher L	NORCAL'S BEST TOOLS LLC	1422 Tolteca Ct	Freemont	CA	94539	925-963-9515
Johnson, Craig V		44895 Marge Pl	Temecula	CA	92592	951-712-8212
Johnson, Philip J		1418 Stockton St	Santa Maria	CA	93455	805-720-4721
Johnson, Wesley Scott		26160 Avenida Hortensia	Hemet	CA	92544	951-255-7752
Jones, Robert L		14507 Nelson Way	San Jose	CA	95124	408-583-7255
Judd, Robert S	PRECISION TOOLING SOLUTIONS, INC.	11855 Handrich Drive	San Diego	CA	92131	856-344-8337
Junk, James W		10638 Vista Camino	Lakeside	CA	92040	619-666-0050
Junk, William R		9657 Red Pony Ln	El Cajon	CA	92021	619-957-8665
Kalton, Randall		981 Donald Way	Santa Maria	CA	93455	805-689-0577
Kappen, David R		3143 Cherrywood Dr.	Thousand Oaks	CA	91360	805-443-6519
Kavalle, Don Gerard		1647 Winston Way	Upland	CA	91784	626-215-5606
Keith, David G		11 Pacifico	Laguna Niguel	CA	92677	949-500-1057
Kiernan, Michael E		160 W. Foothill Pkwy 105-97	Corona	CA	92882	951-232-4579
Kirbyson, Gregory E		531 Ridgewood Dr	Vacaville	CA	95687	707-724-1366
Klein, Howard Lee		4287 Hitch Blvd	Moorpark	CA	93021	805-320-6145
Klein, Richard M		333 East 18th St Apt B	Costa Mesa	CA	92627	714-317-8232
Landon, Carl G		1013 Pacifica Dr	Placentia	CA	92870	949-226-9602
Lane, Scott J		1520 Sabina Circle	Simi Valley	CA	93063	818-703-2615
Lau, Randy M		18417 Community St	Northridge	CA	91325	747-444-7756
Laughrey, Nicholas P		3407 Hadley Drive	Mira Loma	CA	91752	951-833-7131
Layman, Alexander R		4377 Lerida Dr	San Diego	CA	92115	619-520-6864
Leiterman, Anthony D		54865 Avenida Obregon	La Quinta	CA	92253	951-453-8435
Lewis Jr, Robert J		3351 Doyle Rd	Oakley	CA	94561	925-759-1929
Lewis, Jacob S		34145 Pacific Coast Hwy 604	Dana Point	CA	92629	949-279-1800
Lewis, Joseph W		P.O. Box	Brentwood	CA	94513	925-777-2279
Lindsay, John D		1969 N Clifford St	Rialto	CA	92376	951-288-4334
Liou, Kenny W	LIU BROTHER TOOLS LLC	944 Cape George Pl	San Jose	CA	95133	408-204-2394
Liou, Peter	LIU TOOLS INC	944 Cape George Pl	San Jose	CA	95133	408-206-3611

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Franchisees as of December 31, 2016

Individual Franchisee or Principal Owner	Franchisee Entity	Address	City	State	Zip	Phone
Lirette, Robert A		1000 West Duarte Rd #3	Arcadia	CA	91007	626-755-3139
Litke, Dale G		11518 Cotner Av	Bakersfield	CA	93312	661-978-3151
Loera, Luis M		18574 Lemarsh St.	Northridge	CA	91324	310-918-1195
Loufek, Lee Roy		39330 Cherry Tree Road	Cherry Valley	CA	92223	760-333-0721
Louthan, Noel R		10 Linda Ct.	Pleasant Hill	CA	94523	415-672-1951
Lugo, Silvestre		180 Jewett St	Fort Bragg	CA	95437	707-684-0352
Luna, Aldo A		317 Elm St #1	San Mateo	CA	94401	650-477-7006
Luong, Khuong T		2008 Tobago Av	San Jose	CA	95122	408-747-7277
MacDonald, Robert S		19891 Talihina Road	Apple Valley	CA	92307	760-927-9877
Machado, Frank A		16750 Monreal Rd.	Madera	CA	93636	559-301-4655
Machado, Paul R		12307 Roselawn Av	Turlock	CA	95380	209-535-2191
Macomber, Phil D		P. O. Box 1210	Valley Center	CA	92082	858-531-9063
Maderis, Robert John		687 North 3rd St	San Jose	CA	95112	408-425-4837
Marden, Clifford L		3269 Macadam Ct.	Napa	CA	94558	707-327-9323
Marshall, Clayton W		4861 Trail St	Norco	CA	92860	562-397-1072
Marshall, Courtland L		2903 Johnston Av	Redondo Beach	CA	90278	909-208-8741
Martinez, Richard G		2250 East Duell St	Glendora	CA	91740	626-712-6669
May, Larry Alan		908 Densmore Way	Folsom	CA	95630	916-296-6493
McCallister, Timothy Joseph		2125 Curtis St	Penngrove	CA	94951	707-396-2233
McCarty, Michael J		1243 N Euclid St	La Habra	CA	90631	323-833-8211
McEntee, Michael S **		702 Mangrove Avenue #204	Chico	CA	95926	909-754-1414
McKeown, Robert J		27641 Sedona Way	Castaic	CA	91384	805-625-1990
McKittrick, Robert M		P.O. Box 20575	El Cajon	CA	92021	619-778-9170
McLean, Robert M		7858 Ladoga Pl	Riverside	CA	92509	909-268-4439
McMullen, Jonathan C		9528 Miramar Rd #244	San Diego	CA	92126	619-279-7939
McNeely, Douglas D		7025 Garden Grove Av	Reseda	CA	91335	818-521-4311
Meunier, Michael P		1050 Mammoth Drive	Manteca	CA	95337	209-456-7113
Miller, Albert M		6060 E. Wentworth St	Long Beach	CA	90815	562-400-6084
Miller, Chad W		7953 Saffron St.	Anaheim	CA	92808	714-728-4211
Miller, Karl E		PO Box 218	Simi Valley	CA	93062	818-903-1773
Miller, Walter M		5 Serene Pl	Danville	CA	94526	925-719-1825
Miller, William D		2155 Ann St	Concord	CA	94520	925-207-2657
Mizer, Daniel E		121 Browning Way	Vallejo	CA	94590	707-853-1239
Molander, Michael H		14795 Deerwood St.	Poway	CA	92064	619-993-8665
Montez, Hector H		2268 Elkhorn Ct	San Jose	CA	95125	408-234-1420

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Franchisees as of December 31, 2016

Individual Franchisee or Principal Owner	Franchisee Entity	Address	City	State	Zip	Phone
Montgomery, Rodney E		3286 West Luna Dr	Riverdale	CA	93656	559-352-7485
Mordasini, John P		5154 Brandt Rd	Brawley	CA	92227	949-370-8001
Mulroney, Patrick M		710 North Adele St #1	Orange	CA	92867	714-944-2185
Munoz, Manuel		1611 Arenas Ln	San Jacinto	CA	92583	951-453-1270
Munoz, Omar	OK Munoz Enterprises, Inc.	2410 Maverick Circle	Corona	CA	92881	714-343-4913
Murray, Richard C		1595 Chalcedony St	San Diego	CA	92109	858-688-1004
Nevills, Bill		531 Gregory Drive	Yuba City	CA	95993	530-701-8934
Nickols, Marshall E	Nickols Tools, Inc.	8014 Lena Av	West Hills	CA	91304	818-429-6415
Norman, Kenneth Sean		5370 Mojave Way	Antioch	CA	94531	925-250-4679
O'Connell, Thomas M		3331 Appian Rd	Carlsbad	CA	92018	760-519-2719
O'Dell, Kevin W		16102 Benson St	Lake Matthews	CA	92570	562-213-2846
Ohara, Yoshifumi F		23036 Benner Ct	Torrance	CA	90505	310-502-9726
Olson, John M		2444 Heatherlark Circle	Pleasanton	CA	94566	925-519-9873
O'Mara, David M		6097 Hedgecrest Circle	San Ramon	CA	94582	510-912-0065
O'Rourke, Kevin M		3900 Curry Ct	Bakersfield	CA	93309	661-303-2061
Ozawa, Byron		1560 Kane Av	Simi Valley	CA	93065	805-813-2803
Parafina, Louiemar A		2951 San Rocco Ct	Tracy	CA	95376	209-403-5421
Peeke, Gerald S	G.S. Peeke, Inc.	1400 Santa Fe Av	Long Beach	CA	90813	310-466-8064
Pepin, Jeffrey B		2160 Ellery Av	Clovis	CA	93611	816-550-3381
Petersen, Christopher C		2701 Jacaranda Av	Carlsbad	CA	92009	858-750-9841
Pierce, Donald Warren		4201 Cuneo Drive	Concord	CA	94518	925-323-8743
Popylisen, John J		2381 Glenview Dr	Hollister	CA	95023	408-761-7393
Porretta, Paul John		17480 High Country Circle	Perris	CA	92570	951-906-6628
Porter, Jerry R		47300 Mined Rd	Livermore	CA	94550	510-385-0939
Potier, Richard G		5250 Cadiz Ct	Santa Barbara	CA	93111	805-689-5555
Ratliff, Kenneth L		7632 Bellflower St	Oak Hills	CA	92344	760-373-0560
Reich, Leo		22024 Ybarra Rd	Woodland Hills	CA	91364	818-263-1999
Reynolds, Beau R	BEAU REYNOLDS TOOLS LLC	1206 Pecos Way	Plumas Lake	CA	95961	707-888-9356
Riddell, Randy D		2501 Mabry Dr.	Sacramento	CA	95835	530-848-6597
Roberts, Michael K		102 Castle Ridge Way	Scotts Valley	CA	95066	408-724-0025
Rogers, Douglas E		13 Shores Ct	San Rafael	CA	94903	415-378-8541
Romine, Michael W		3920 La Verne Way	Sacramento	CA	95864	916-919-5374
Rosales, Abel		7468 Peppertree Ln	Fontana	CA	92336	909-609-6613
Rosenberg, David H		707 Marshall Pl	Long Beach	CA	90807	310-488-4501
Rosengren, Peter G		344 Harvard Dr	Arcadia	CA	91007	626-487-1851

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Franchisees as of December 31, 2016

Individual Franchisee or Principal Owner	Franchisee Entity	Address	City	State	Zip	Phone
Ruiz, John		527 N. Azusa Ave. #361	Covina	CA	91722	626-672-6282
Sally, Rizvi M	RS IMPORTS EXPORTS	448 Green Hills Drive	Millbrae	CA	94030	650-228-8032
Samuelson, Jon H		6 Paradise Cove	Laguna Niguel	CA	92677	949-933-2064
Sanchez, Carlos M	Toolman INC	609 Knob Hill	Redondo	CA	90277	310-704-3535
Sanchez, Jorge M		2502 W. 230th St	Torrance	CA	90505	310-292-6496
Sandoval, Daniel O		12918 Arapaho Road	Etiwanda	CA	91739	951-675-9457
Santana, Enrique H		493 Tower Hill Av	San Jose	CA	95136	408-679-0604
Santoro, Steven P		4316 Rose Ln	Concord	CA	94518	510-612-6840
Saverstrom, Per T		386 Montclair St	Chula Vista	CA	91911	619-881-7989
Schluchter, Chad	Cas Tools, Inc.	2068 W 238th St	Torrance	CA	90501	310-863-9104
Schnaars, Fred W		3380 Industrial Blvd Suite 102	West Sacramento	CA	95691	916-718-7640
Schroeder, James C		2468 W 236th Pl	Torrance	CA	90501	310-480-2573
Schwarz, Erwin M		2214 Canada Drive	La Canada	CA	91011	818-437-8847
Serrano, Luis A		1107 Waltham Road	Simi Valley	CA	93065	805-279-2836
Shear, Michael J		2203 East Cloverdale Av	Orange	CA	92867	760-212-0007
Shonkwiler, Joseph S	J & D Tool Supply, Inc.	1445 W Spruce Ct	Ontario	CA	91762	951-201-3978
Silvey, Todd R		2932 Smith River Drive	Redding	CA	96002	530-941-8294
Sims, Justin D		8039 E Desert Pine Dr.	Anaheim	CA	92808	714-497-8688
Sims, Scott O		655 Matthew Ln	San Marcos	CA	92069	760-497-4461
Skow, Jason G		2181 Beachwood Ct	Hollister	CA	95023	831-673-2546
Smith, Rodney A		2714 West Avenue M-4	Palmdale	CA	93551	661-609-4936
Smith, Timothy Mills		2768 Branch Mill Rd	Arroyo Grande	CA	93420	805-710-2675
Spears, Stephen G		14870 Payton Av	San Jose	CA	95124	408-314-0765
Spoelstra, David L		20506 Sandpiper Ln	Huntington Beach	CA	92646	520-631-0441
Spoelstra, Kyle S		4038 Lake Park Ln	Fallbrook	CA	92028	760-497-4463
Steed, Michael P		10930 N Micke Grove Rd	Lido	CA	95240	916-769-6246
Stephan, Robert L		69 1/2 Terrace View	Scottsvalley	CA	95066	831-332-3961
Stephan, Tim		10346 Greystone Av	Escondido	CA	92026	858-602-6657
Stevens, Ronald J		1399 Noble St	Lemoore	CA	93245	559-994-1191
Stevenson, Christopher T		10952 St Moritz Circle	Stockton	CA	95209	209-993-4181
Stone, John C		112 Flat Rock Drive	Folsom	CA	95630	916-718-0065
Styles, Donovan R		13337 Road 35	Madera	CA	93636	559-706-7082
Styles, Matthew **Additional Franchise		6725 Rubio Av	Van Nuys	CA	91406	818-303-5915
Sunde, Jason B		31925 Calcite Ct	Castaic	CA	91384	818-388-8842
Sutter, David G		8767 Sycamore St	Delhi	CA	95315	209-648-5676

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Individual Franchisee or Principal Owner	Franchisee Entity	Address	City	State	Zip	Phone
Sweida, Thomas		35 Headland Dr	Rolling Hills	CA	90275	310-877-2269
Syrko, Michael J		7638 Vista Rio	Highland	CA	92346	909-697-7903
Takahashi, Kenneth S	Takahasi & Hozium LLC	1057 Ave D	Redondo Beach	CA	90277	562-760-8388
Tanquary, Hunter J	Tanquary Industries LLC	10556 Combie Rd Suite6674	Auburn	CA	95602	530-906-2126
Thornton, Timothy M		5213 Lynnwood Drive	Camarillo	CA	93012	805-469-7578
Tinsley, Craig M		3964 Farris Drive	Valley Springs	CA	95252	209-483-6470
Torres, Michael A		3859 Mesa Dr Apt 103	Oceanside	CA	92056	760-529-1778
Twidwell, Dana G		6017 Miwok Drive	San Jose	CA	95123	408-621-1605
Udell, Joshua J		12308 Loma Drive	Whittier	CA	90604	562-324-1053
Udell, Michael	UDELL ENTERPRISES, INC.	7676 Slater Ave. Unit 125	Huntington Beach	CA	92647	714-713-2648
Uhle, Scott		3418 Morgan Drive	Norco	CA	92860	951-377-7114
Valdez, Daniel A		13321 Smoke Creek Av	Bakersfield	CA	93314	661-809-6401
Valentino, Domenico		1226a South Barranca	Glendora	CA	91740	626-367-3941
Van Dieren, Gerard	C AND D Enterprises Inc	8379 Mercury Dr	Buena Park	CA	90260	310-920-8945
Van Dieren, Joe		536 Nenno Av	Placentia	CA	92870	714-925-4825
Van Groningen, Neil Eric		227 W. Sherwood Dr.	Hanford	CA	93230	559-352-7434
Velador, David		184 Rosebud Av	Hollister	CA	95023	408-804-3575
Velasco, Miguel A		15292 Carretera Drive	Whittier	CA	90605	323-313-9260
Verducci, Eric T		2203 Center Av	Martinez	CA	94553	925-890-2641
Vermeer, Steven M		31636 Tarmore Circle	Menifee	CA	92584	909-721-2213
Vongthavady, Michael		5108 Rain Cloud Drive	El Sobrante	CA	94803	510-691-9397
Vukelich, William T		1931 Elder Glen Cr.	Anaheim	CA	92805	714-719-7767
Walsh, John Clark		627 Calle De Arboles	Redondo Beach	CA	90277	310-350-3317
Warburton, Donald M		17666 Winding Creek Road	Salinas	CA	93908	408-671-2638
Warburton, Steven P		1455 West St	Soledad	CA	93960	831-809-9143
Ward, Jeffrey L		1731 Howe Avenue #638	Sacramento	CA	95825	916-847-4446
Watson, Timothy J		6284 Lake Lomond Dr.	San Diego	CA	92119	619-279-2285
Webb, James C		656 Blue Oak	Thousand Oaks	CA	91320	805-390-7567
Wendt, Robert John		26569 Lido Drive	Murrieta	CA	92563	951-202-8600
White, Sean F		85 Wrangler Road	Simi Valley	CA	93065	818-335-8687
Whitehouse, Richard L		11702 Brookshire	Garden Grove	CA	92840	714-235-0618
Williams, Timothy B		946 Golden Rain St.	Upland	CA	91786	626-246-4385
Williamson, Jonathan D		3156 S. Beale Road	Wheatland	CA	95692	916-343-1114

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Individual Franchisee or Principal Owner	Franchisee Entity	Address	City	State	Zip	Phone
Wong, Henry W	HP Tools, Inc.	1202 Promenade St	Hercules	CA	94547	925-586-8309
Yearta, Danny L		22106 Linda Drive	Torrance	CA	90503	310-600-7418
Young, Justin A	Young Tools LLC	4263 Bullard St	Fremont	CA	94538	707-373-2345
Adcox, Michael H	Madcox Tools, Inc	3527 E. 104th Pl	Northglenn	CO	80233	303-910-7476
Arter, Timothy F	Arter, Inc.	9405 CR 49	Hudson	CO	80642	720-938-7998
Arter, Timothy F	Tha Tools, LLC	9405 CR 49	Hudson	CO	80642	720-938-7998
Aymond, Justin M	JMA Tools, Inc.	22261 East Navarro Pl	Aurora	CO	80018	303-617-8891
Cardenas, Dean	Deno's Tools, Inc.	4300 Oak St	Wheat Ridge	CO	80033	303-507-8325
Close, Chad W	CLOSE TOOLS, INC.	30927 W Ridge Rd	Buena Vista	CO	81211	303-919-9732
Conlon, David S	Conlon Tools, Inc.	1416 ECLIPSE ST	Watkins	CO	80137	720-289-8017
Dangremond, Edward J	Dangremond, Inc.	1650 Smoke Ridge Drive	Colorado Springs	CO	80919	719-339-7627
Diaz, Mark C		9672 Sycamore Glen Trail	Colorado Springs	CO	80920	719-351-9186
Eilers, Gary R	Rebel Tools and Equipment LLC	2044 Stonehenge Cir	Lafayette	CO	80026	303-915-4866
Evancich, Frank A	EVANCICH TOOLS LLC	4142 West Quinn Pl	Denver	CO	80236	720-666-8918
Green, Brock J	1/2 PLATE TOOLS, INC.	711 S Carole Av	Lafayette	CO	80026	720-724-5555
Hargrove, John W	Hargrove Tools Inc.	1025 E Bates ParkWay	Englewood	CO	80110	720-334-1595
Hayes, Walter James	T&W Tools Inc.	1201 S Kline Way	Lakewood	CO	80232	303-550-3807
Hoff III, James E	J & J Tools, Inc.	30350 Coyote Run Ct	Oark Creek	CO	80467	970-291-5189
Holt, William A	ODF, Incorporated	PO Box 3635	Pueblo	CO	81005	719-251-1060
Hook, Scott M	HOOK TOOLS INC.	906 Province Rd	Ft Collins	CO	80525	970-222-2083
Hormberg, James A	Hormberg Tools Inc.	6977 Chestnut Ct	Parker	CO	80134	303-324-1863
Hubbard, Joshua R	HUBBARD TOOLS INC.	3434 Antelope Ridge Trail	Parker	CO	80138	720-989-3773
Jacobs, Daryl Ray	Snap One, Inc.	17874 Pinion Park Road	Peyton	CO	80831	719-648-1750
Kartus, Joshua J	Kartus Pro-tools, Inc.	3136 W Radcliff Dr.	Englewood	CO	80110	720-937-2364
Kindall, Kevin E	Kindall Tools Inc.	18448 6415 Ct	Montrose	CO	81401	970-596-0675
King, Robert G	R & M KING INC.	537 Springwood Ct	Windsor	CO	80550	970-222-1448
Koch, Steven J	Koch Tools, Inc	1959 Blue Mountain Road	Longmont	CO	80504	720-641-2408
Kunz, Jonathan J	JC2 Tools, LLC	12435 Hwy 392	Greeley	CO	80631	970-692-1104
Lee, William D	Bills Tool Connection, Inc	3754 Swadley St	Wheatridge	CO	80033	303-588-2151
Losh, David B	Losh Tools Inc	PO Box 3166	Dillon	CO	80435	970-390-4713
Martino, Stephen J	S Martino Inc.	16793 Firebrick Dr	Parker	CO	80134	303-885-9500
McCourt, James D **		1338 Grand Ave Box 333	Glenwood Springs	CO	81601	435-630-7735
Michael, Barton R	Michael's Automotive Service LLC	PO Box 24	Eads	CO	81036	719-688-0316
Miller, Lawrence C	MILLER TOOLS INC.	842 Slickrock Drive	Mack	CO	81525	970-216-0799
Miller, Mitchell R	Industrial Specialties, Inc.	PO Box 16	Delta	CO	81416	308-746-2596

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Miner, Luke P	L.P. MINER TOOLS LLC	3124 N State Hwy 83	Franktown	CO	80116	303-518-4922
Montoya, James H		597 Quantico Ct	Pueblo West	CO	81007	719-250-6460
Morris, Gregg W	G. Morris Corporation	1070 Rogers St	Golden	CO	80401	303-210-4618
Munk, Steven A	LIBERTY CAP TOOLS, LLC	1464 16 Road	Loma	CO	81524	720-209-9302
Nation, Joseph F	JBN Tools Inc	46434 Sunset View Way	Parker	CO	80138	303-591-8000
Newman, Cory R	TLTC DISTRIBUTING LLC	5320 Coyote Dr.	Frederick	CO	80504	303-210-6223
Parr, Dustin J	DP Tools, LLC	5351 County Road 4.9 South	Alamosa	CO	81101	719-580-4784
Paulek, Tyler M	Paulek Tools, Inc	85 County Rd 231	Durango	CO	81303	970-749-9560
Pendleton, Dean A	DKP TOOLS LLC	1416 Waterwood Drive	Windsor	CO	80550	970-556-8715
Pennington, George H		P.O. Box 1025	Palmer Lake	CO	80133	719-237-8862
Purvis, Robert	Advanced Accessories LLC	9731 E. 145th Av	Brighton	CO	80602	303-588-8896
Quinn, Timothy E		1001 N Bonfoy	Colorado Springs	CO	80909	719-291-2162
Roner, Kenneth R	RONER TOOLS, INC.	6358 Ingalls St	Arvada	CO	80003	720-339-7511
Schreiter, Dean	Schreiter Tools, Inc	17675 County Road 45	Burlington	CO	80807	719-349-1321
Sheehy, John P	JPS Tools, Inc.	13720 Boston St	Brighton	CO	80602	303-718-3709
Shipp, Joseph P	Shipp Corporation No. 1, Inc.	4862 S Robb St	Littleton	CO	80127	303-887-5900
Stockman, Richard L	STOCKMAN TOOLS INC.	PO Box 786	Sedalia	CO	80135	720-937-1577
Stonehouse, Stephen J	Stonehouse Enterprises, Inc.	0010 125 Road	Glenwood Springs	CO	81601	970-379-6346
Sunn, Barton T	SUNN ENTERPRISES LLC	3050 F 3/4 Road	Grand Junction	CO	81504	970-216-3669
Thompson, Larry D		P.O. Box 2713	Elizabeth	CO	80107	303-884-7227
Thomsen, Don R		4795 S. Huron	Englewood	CO	80110	303-888-2289
Till, Toby A	Tillbuilt Inc.	11560 Paris St	Henderson	CO	80640	303-519-3222
VandeVusse, Douglas E	Devco Enterprises, Inc.	6630 West 72nd Dr	Arvada	CO	80003	303-434-8665
Vierow, Steven D	Vierow Tools & Equipment	601 N. 6th St	Sterling	CO	80751	970-580-1997
Wells, Kenneth	Ken Tools Inc	8056 Lee Ct	Arvada	CO	80005	303-809-6240
Wooten, Carl D	WOOTEN TOOLS INC.	25793 E Parkview Drive	Aurora	CO	80018	720-466-0123
Bartle, James O		P. O. Box 220	Ashford	CT	06278	860-559-9275
Bazzano, Matthew J		93 Rocky Dundee Rd	Stafford Springs	CT	06076	860-490-3873
Besade, Stephen A	JB Tools & Equipment, LLC	126 Fog Plain Road PO Box 771	Waterford	CT	06385	860-884-6007
Besade, Stephen A	Stephen Besade & Sons, LLC	126 Fog Plain Road PO Box 771	Waterford	CT	06385	860-884-6007
Besade, Stephen A	Awesome Tools, LLC	126 Fog Plain Road PO Box 771	Waterford	CT	06385	860-884-6007
Blakely, John D		25 Marguy Ln	West Suffield	CT	06093	860-836-5244
Ceulemans, Michael L		62 Robin Drive	Barkhamsted	CT	06063	860-205-2442
DeLuca, Alexander M		1520 Monroe Turnpike	Monroe	CT	06468	203-494-1741
Drouin, Duane M		45 Birch Hill Drive	Somers	CT	06071	860-990-9691

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Franchisees as of December 31, 2016

Individual Franchisee or Principal Owner	Franchisee Entity	Address	City	State	Zip	Phone
Dubord, Richard P		115 West Road	Ellington	CT	06029	860-205-7483
Gemme, David P		25 Hancock Rd	Willington	CT	06279	860-214-7141
Gregoire, David L		66-12 Wakelee Rd	Waterbury	CT	06705	203-525-0845
Guay, Marcel B		1236 Tolland Stage Road	Tolland	CT	06084	860-982-4634
Haber, Lawrence J		226A Great Plain Rd.	Danbury	CT	06811	203-948-9315
Halsted, Eugene		15 Lynch Drive	Manchester	CT	06042	860-422-0514
Hart, Robert A	HART TOOLS, LLC	12 Fyler Road	East Hartland	CT	06027	860-951-5139
Hosmer, Sean C	Hozco Tool, LLC	9 Devonshire Drive	Waterford	CT	06385	860-912-6768
Johnson, Charles Francis		196 New Canaan Rd	Wilton	CT	06897	203-984-3012
Kolker, Bruce I	BK Tools LLC	30 Heartwood Ln	Trumbull	CT	06611	203-816-7486
Luginbuhl, Dean M	DEAN'S TOOLS, LLC	8 School House Road	Ellington	CT	06029	860-550-3937
McBride, James N		214 Windsorville Rd	Ellington	CT	06029	860-558-4891
Michalak, Paul H		2060 Cutspring Rd	Stratford	CT	06614	203-981-6020
Mocofan, Marius		262 Center Road	Vernon	CT	06066	860-930-5251
Moser, Jesse L	MOSER ENTERPRISES,LLC	104 Snipsic Lake Road	Ellington	CT	06029	860-324-4556
Moses, Paul		200 Whitbeck Rd	New Hartford	CT	06057	860-416-3227
Niemann, Russ		16 Brockway Road	Ellington	CT	06029	860-543-2966
Ober, Ryan W.	ROTools, Inc.	975 Providence Pike	Danielson	CT	06239	401-480-8831
Perzan, Gregory M		61 Whitewood Rd	Newington	CT	06111	860-985-2765
Pessolano Sr, James		3 Hickory Ln	New Fairfield	CT	06812	203-395-8100
Prescott, Christopher L	CLP2112Tools Inc.	20 Church St	Thompson	CT	06277	508-847-1570
Ruszyk, Stephen J		495 Babbs Road	West Suffield	CT	06093	860-558-7351
Schiavone, Robert J		27 Brodwood Drive	Stamford	CT	06902	914-522-4882
Soto, Christopher C	EAC ENTERPRISES, LLC	6 Merlin Av	New Fairfield	CT	06812	845-416-0429
Strebeyko, Jake H		135 Oregon Road	Cheshire	CT	06410	860-966-6348
Urch, Ian J		312 North Grand St	West Suffield	CT	06093	860-558-2312
Vernic, Frederick C	FCV TOOL SUPPLY, LLC	1 Hartford Sq Door 16N, Box 18W	New Britain	CT	06052	860-942-2151
Watkins, Adam F	AW TOOLS, LLC	168 Rathbun Hill	Salem	CT	06420	860-304-2306
Westdal, Edwin D		35 Valley View Dr	Windsor	CT	06095	860-922-5163
Derby, Michael C		23 South Main St	Middletown	DE	19709	302-218-1197
Green, Todd A		5278 White Deer Rd	Delmar	DE	19940	302-598-0429
Hetrick, Matthew L		740 Old Schoolhouse Road	Middletown	DE	19709	302-354-1778
Jones Jr, Alvin R	DELMARVA TOOLS INC.	29890 A K Ln	Laurel	DE	19956	302-542-5296
Jones, Brent R		3042 Demolition Ln	Seaford	DE	19973	443-754-1527
Kodadek, Shawn T		2654 Grubb Road	Wilmington	DE	19810	610-476-0736

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Franchisees as of December 31, 2016

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Miller, Allan R		1910 E Zabenko Dr	Wilmington	DE	19808	302-463-6514
Stewart, Charles Coleman		10016 Sunnyside Road	Bridgeville	DE	19933	410-726-5632
Ahrens, William V	LDA Tools, Inc.	551 SE 13 Ct	Pompano Beach	FL	33060	954-650-2433
Alvarez, Adolfo	Alvarez and Sons Enterprises Corp	16253 SW 78 Terrace	Miami	FL	33193	786-399-5774
Anderson, Dan L		4002 Se 14th Pl	Ocala	FL	34471	352-266-4480
Ashley, Ray A	LIFETIME TOOLS, INC.	6493 May Tree Ct	Jacksonville	FL	32258	904-563-3208
Bacon, Norman H	Tools By Norman, Inc.	43212 Hilltop Lane PO Box 2017	Callahan	FL	32011	904-235-2305
Bell, Shaun A	TSD Investments, Inc	6511 Nova Drive #252	Davie	FL	33317	954-610-8071
Bernath, Les		5740 Adair Way	Lake Worth	FL	33467	561-402-1318
Bravo, Juan C	JCOD Solution Corp	520 Northwest 75 Av	Plantation	FL	33317	305-904-3392
Brennan, Joshua L	J Brennan, INC	7705 Kinard Rd	Plant City	FL	33565	863-412-9568
Bryant, James H	HOLLAND TOOLS OF MELBOURNE LLC	2230 Wilcox St	West Melbourne	FL	32904	321-615-6538
Bush, Louis D	BUSH TOOLS LLC	5832 Covington Cove Way	Orlando	FL	32829	407-414-1641
Capdarest, Christopher	CAPDAREST INC.	2203 Yancy St	North Port	FL	34286	941-228-5686
Caponigro, Anthony J		8001 E. Shannon Ct	Inverness	FL	34450	352-287-1232
Cesario, Robert F		4223 Royal Palm Dr	Bradenton	FL	34210	941-356-5799
Chamendi-Perez, Julian M	Premier Tools, LLC	197 SW 50th St	Miramar	FL	33027	786-709-8454
Chappell, Michael L		505 S. Bellamy Dr.	Quincy	FL	32351	850-508-2403
Cherr Jr, Joseph		740 Milan Ct	Marco Island	FL	34145	239-293-4680
Cholewinski, Kenneth J	KJC TOOLS AND EQUIPMENT, INC.	3803 Manatee St	Orlando	FL	32822	407-908-8014
Colon-Pagan, Hector L	HC TOOLS, CORP	12913 Cambridge Av	Tampa	FL	33624	813-294-6106
Comer, Trenton A	COMER TOOLS, LLC	7824 Knights Griffin Road	Plant	FL	33565	813-245-6008
Conley, Jeff		13771 SW 36 Ct	Davie	FL	33330	305-389-2338
Connor, William T	W T Connor INC.	6642 NW 42nd Av	Coconut Creek	FL	33066	954-448-8703
Coulter, Dennis		3125 Ellis Drive	West Melbourne	FL	32904	321-543-1235
Cournoyer, Kenneth D	Kenneth Cournoyer Enterp, Inc.	5925 W Hwy 92	Plant City	FL	33566	813-245-1599
Courtney, Clifford		127 E Villa Capri Circle Apt E	Deland	FL	32724	386-804-5254
Craig, Michael E		3100 Dolphin Drive	Miramar	FL	33025	954-431-3588
Crozier, Carleton F	Carl's Tools & Equipment LLC	311 SE 9th Ct	Pompano Beach	FL	33060	954-295-9745
Cuevas, Victor		9366 SW 185th St	Miami	FL	33157	305-979-9743
Del Pino, Julio	J & G Tools Supply, Corp	9199 BW 117 Terrace	Hialeah Gardens	FL	33018	786-253-4566
Del Valle, Gaspar R **		9812 NW 67th CT	Tamarac	FL	33321	954-610-2251
Denofa, Scott M	Scopam Incorporated	5730 Oakton Ct.	Sarasota	FL	34233	941-232-5904
Dick, Peter L	SNAPPY TOOLS INC	140 Southerly Ln	Fleming Island	FL	32003	904-210-3949

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Dokoupil, Robby J	TC TOOL SOLUTIONS, INC.	5 Worth Ct	Stuart	FL	34996	772-418-4437
Downie, Russell K		285 South Marco Way	Satellite Beach	FL	32937	321-368-0002
Drapeau, Christopher J		1601 John's Lake Rd Apt 1221	Clermont	FL	34711	717-315-1230
Duford, Raymond F	Duford Tools, Inc.	5831 114th Terrace North	Pinellas Park	FL	33782	727-580-6043
Dunfee, Thomas	Snappy Tom's LLC	2268 West End Ct	Lehigh Acres	FL	33973	239-210-1137
Eade, Jeffrey K	Caesie, Inc.	5207 Derby Forest Drive N	Jacksonville	FL	32258	904-874-6912
Ellis, James E	Cortex Instruments, Inc.	6331 All American Blvd	Orlando	FL	32810	407-474-5913
Esquivel, Jorge		6450 Collins Ave Apt 1201	Miami Beach	FL	33141	305-934-8749
Exum, Stewart L		1517A Heritage Rd	Fort Walton Beach	FL	32547	334-790-6484
Feld, Brian M	BRIAN M FELD TOOLS INC.	1578 Country Walk Dr.	Flemming Island	FL	32003	904-505-8274
Flor, Alan P		178 Bristol Point	Longwood	FL	32779	407-925-9052
Frangos, Michael C		2634 Sophia Ct	Fleming Island	FL	32003	904-657-9193
Galbreath, Terry F	TNT Tools, LLC	13927 Ashton Way	Southport	FL	32409	850-258-3710
Galiano-Diaz, Daniel	GALIANO TOOLS LLC	660 East 6th Pl	Hialeah	FL	33010	786-484-8309
Galvez, Eulalio	Eulalio Galvez Tools & Equip Inc	8240 SW 142 Av	Miami	FL	33183	786-306-0112
Gheorge, Kenneth A	Ken Gheorge, Inc.	8938 Hidden Acres Dr	Boynton Beach	FL	33473	954-650-0376
Gonzalez, Rafael	The Tools Man, Inc.	5500 SW 48th St	Davie	FL	33314	305-975-7627
Griffith, William C	WILLIAM C GRIFFITH, INC.	1370 West High Acres St	Lecanto	FL	34461	352-220-8103
Grisham, Matthew T	LMG COMPANIES, LLC	35514 Fairview Heights Rd	Zephyrhills	FL	33541	352-206-7966
Groszek, Adam M	GROSZEK ENTERPRISES INC.	764 Dryden Cir	Cocoa	FL	32926	321-246-1046
Guevara, Jesus J	JELMA CAPITAL, LLC	8520 SW 181 St.	Palmetto Bay	FL	33157	305-298-3360
Guidry, Glenn A	PALMETTO TOOLS INC.	8294 Collins Road	Jacksonville	FL	32244	904-742-5156
Guthrie, Jon E		8125 Coralberry Ln	Jacksonville	FL	32244	904-662-7644
Hernandez, Alvaro R	IRON POWER SOLUTIONS, INC.	8851 SW 142 Ave Apt 1517	Miami	FL	33186	786-558-6328
Heslep, Maynard L	MLHJR, INC	3511 Valley Farm Road	Lakeland	FL	33810	863-510-1358
Higley, Paul Joseph		6704 Ferri Circle	Port Orange	FL	32128	386-233-4428
Holley, Kyle E		34412 Alameda Dr.	Sorrento	FL	32776	407-739-2810
Holme, Christian Peter	Chris Holme Tools Inc.	15611 77th Trail N	Palm Beach Garden	FL	33418	772-260-1531
Hoog, Thomas L		4604 NE 20th Av	Ocala	FL	34479	352-445-1713
Hrobak, Robert F		999 W Story Road	Winter Garden	FL	34787	407-765-1971
Johnson, Kenneth R		93 Swisher Road	Havana	FL	32333	850-556-7830
Kellner, William J	Kellner Corp IV LLC	7708 West Knights Griffen Rd	Plant City	FL	33565	863-272-2459
Kellner, William J	Kellner V11 LLC	7708 West Knights Griffen Rd	Plant City	FL	33565	863-272-2459
Kellner, William J	Kellner Corp III	7708 West Knights Griffen Rd	Plant City	FL	33565	863-272-2459
Laughrey, Patrick M	Preferred Automotive Tool Solutions, Inc.	15911 Painted Post Ln	Sarasota	FL	34240	941-914-0295

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Lawrence, Jeffrey S	Lawrence Tools, Inc	11314 Pond Cypress St	Fort Myers	FL	33913	239-229-1794
Lazear, David N	HOLLAND TOOLS INC.	1372 Sorento Circle	West Melbourne	FL	32904	321-313-4850
Leonardo, Brian S		26729 Hickory Loop	Lutz	FL	33559	813-956-2408
Lewis, William B	BILLYS TOOL TRUCK, INC.	4411 Sidewinder Trail	Middleburg	FL	32068	904-616-0382
Long, Albert C	Al's Tools of Daytona Beach, Inc.	1882 Bayport Dr	Deltona	FL	32738	386-804-2545
Lopez, Tomas		5510 Kelly Rd	Plant City	FL	33565	813-967-6256
Mangoni, Carl A	C. Mangoni Tool Sales, Inc.	5793 120 Ave North	Royal Palm Beach	FL	33411	954-709-4555
Marszal, Richard J	MARSZAL, INC.	6006 Five Acre Road	Plant City	FL	33565	863-698-2361
Maule, William R	Maule II Incorporated	5809 Eastwood Drive	Ft. Pierce	FL	34951	772-528-9353
McCarley, Bryon D	MCCARLEY TOOL, INC	24835 Northwest 203rd Av	High Springs	FL	32643	352-283-9540
McCray, William J		11909 Steeds Run	Tallahassee	FL	32317	850-545-8713
Merrick, Mark A	MERRICK TOOL SUPPLY, LLC	2842 St Augustine Dr.	Orlando	FL	32828	407-376-1689
Mortensen, David F	DAVID MORTENSEN TOOLS LLC	17146 Eagle Ln	Lutz	FL	33558	813-601-6989
Muchler, Bruce B	MUCH BETTER TOOLS, INC.	5144 Cedarbrook Ln	Hernando Beach	FL	34607	727-247-8110
Musilek, Greg S		PO Box 56504	St Petersburg	FL	33715	530-510-5541
Myers Jr, John T	Myers Tools, INC	1113 Sanctuary Cove Dr.	North Palm Beach	FL	33410	561-685-8224
Ortega, Rolando J		14980 Durham Ln	Davie	FL	33331	305-300-4347
Overmoe, Jonathan J		1223 Twin Bay Drive	Fort Walton Beach	FL	32547	208-484-0524
Pearson, Kinsman P	SNAPTWOIT, INC.	5444 Rowe Trail	Pace	FL	32571	850-232-8187
Perez, Ferdinand	Advance Automotive Equipment Inc.	704 147th St E	Bradenton	FL	34212	941-720-2633
Perez, Jaime C	Perez Tool, INC	24216 NW 94th Av	Alachua	FL	32615	352-682-5094
Perez, Ulises	U-Tools, INC	8918 W. Flagler St #3	Miami	FL	33174	305-606-6993
Phelps, Paul W	PBM 203/Paul W. Phelps, Inc.	3022 Spirit Lake Dr.	Winter Haven	FL	33884	863-224-4808
Powers, Steve J	S.J.P. TOOLS, INC.	7706 Elwood Drive	Lake Worth	FL	33467	561-703-5569
Priester, Chace W	Chace Industries LLC	2848 Tremont Drive	Eustis	FL	32726	352-430-7627
Primeau, Thomas G	PRIMEAU TOOLS INC.	1328 Corolla Av	Springhill	FL	34609	727-433-7286
Quimby Jr, Dale M		5061 SW 29th Way	Dania	FL	33004	754-244-9925
Quimby, Dale P	Dale Quimby Enterprises, Inc.	6720 SW 56th Ct	Davie	FL	33314	954-258-6002
Quintero, Gerney		15350 SW 16th Terrace	Miami	FL	33185	305-975-8484
Ramadan, Haidar K		8051 Damascus Drive	Palm Beach Gardens	FL	33418	561-252-0111
Ritter, John T	JTR TOOLS, INC.	1362 Turnbridge Dr	Jupiter	FL	33458	352-345-3166
Rivera, Alberto	Albert's Tools, INC	2727 Garrett Nicholas Loop	Kissimmee	FL	34746	407-460-1328
Rogero, Robert		5420 Sw 199Th Av	Davie	FL	33332	954-295-8879
Ryder, Brian Joseph		12001 Nw 27Th St	Plantation Acres	FL	33323	954-830-0967
Ryncarz, Kyle A	KAR TOOLS INC.	6906 Aliso Av	West Palm Beach	FL	33413	561-396-5333

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Sacca, Philip A		8524 Kelso Dr	Palm Beach Gardens	FL	33418	561-719-2911
Sanchez, Julio		60 West 56 St	Hialeah	FL	33012	305-298-6065
Sannuto, John T	WISHBONE TOOLS LLC	9015 Mavis Rd	Brooksville	FL	34613	352-232-1841
Schaub, Paul	AUTO SERVICE EXPERTS, INC	1813 Brentwood Dr	Clearwater	FL	33764	727-512-2120
Scott, Harold A	Scotties Tools	#20 Village Dr	Ormond Beach	FL	32174	386-527-4239
Smith, Rick L	Ricks Sales and Service LLC	138 B North One Dr	St. Augustine	FL	32095	904-669-0457
Stanford, Peter R	Pete Stanford Tools, Inc.	153 Larch Road	Ocala	FL	34480	352-817-1108
Suro, Hector A		4821 Taylor St	Hollywood	FL	33021	954-599-1230
Switzer, Todd M	Camden's Daddy's Tools, Inc.	2907 Riviera Drive	Key West	FL	33040	305-587-2759
Taddeo, James D		3338 Waterford Drive	Clearwater	FL	33761	727-458-3121
Teegardin, JR	J.R. Teegardin, Inc.	12200 NW 1st St	Coral Springs	FL	33071	954-850-3422
Tejada, Jose R	JTS Tools On Wheels, LLC	8882 Southern Orchard Drive N	Davie	FL	33328	305-345-9629
Thornton, John T		495 Riola Pl	Pensacola	FL	32506	850-776-1343
Toledo, Elier	TOLEDO TOOLS INC	14412 72nd Court N.	Loxahatchee	FL	33470	561-386-6677
Tothill, James		1118 Sparkman Rd	Plant City	FL	33566	813-523-1505
Ursini, David M	KWB Gator Tools, Inc.	3212 San Mateo St	Clearwater	FL	33759	727-452-5809
Valiente, Esteban	ARDENT CONCORD, LLC	304 Indian Trace	Weston	FL	33326	954-625-0376
Van Vliet, Michael J	Van Vliet Enterprises, Inc.	1651 Berry Farm Rd PO Box 887	Lithia	FL	33547	813-376-3974
Vargas, Alvaro M	DOMINICA TOOLS AND EQUIPMENT INC.	11561 SW 121st Av	Miami	FL	33186	305-582-8920
Vecin, Manuel	TOOL FORCE LLC	5715 NW 112 Terrace	Hialeah	FL	33012	786-514-4967
Vernon, Alec M	AV COASTAL ENTERPRISES, INC.	4940 Pinewood Pl	Cocoa	FL	32926	321-258-4423
Westberry, Kraig P		3603 Fairway Rd	Sebring	FL	33872	863-441-3566
Williams, Eric J	Eric Williams Enterprises, Inc.	11844 152nd St N	Jupiter	FL	33478	561-723-0032
Winn, Christopher M	CWINN, Inc.	345 Tavistock Drive	St Augustine	FL	32095	678-313-0905
Wold, Jack	J.B.W., Inc.	6 Mar Bay Ln	Safety Harbor	FL	34695	727-639-1000
Wood, Jack M		13833 Holland Park Drive	Jacksonville	FL	32224	904-333-6022
Yakos, John B	JML YAKOS, LLC	1289 Beacon Circle	Wellington	FL	33414	561-603-5133
Ambrose, Jeffery A	Ambrose Tools, Inc.	6755 Scottsfield Trace	Cumming	GA	30028	770-876-4428
Arnold, Kenneth B		678 S Sixth St Extension	Milner	GA	30257	678-793-3489
Bales, Russ		3318 Rising Fawn Trail	Suwanee	GA	30024	404-314-6300
Bates, Jeff E		871 Alameda Circle	Lawrenceville	GA	30043	678-873-8663
Baxter, William D	C & D Tools, Inc.	235 Nature Path	Dallas	GA	30132	404-925-0870
Belaski Jr, John J		9580 Poplar Ct	Douglasville	GA	30135	770-328-2514
Black, Terry J	Jackie Black, Inc.	4207 Alaina Circle	Austell	GA	30106	770-652-3959

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Bowser, Donald L		176 Davidson Drive	Griffin	GA	30223	770-845-6297
Carlier, Thomas G	CARLIER ENTERPRISES, INC.	160 Westchester Way	Alpharetta	GA	30005	404-660-3631
Chapman, Naomi D	Chapman Tech Services LLC	11 Bent Oaks Ct	Savannah	GA	31404	912-492-2393
Christ, Anthony P	APC TOOL PRO LLC	328 Hickory Nut Dr.	Canton	GA	30114	678-371-3675
Cobb, Gary A		201 Philadelphia Drive	Jasper	GA	30143	912-237-1555
Corrigan, Douglas	D.C. TOOLS, INC.	10570 Shallowford Rd	Roswell	GA	30075	404-406-7413
Culpepper, David		778 Hwy 85 Connector	Brooks	GA	30205	404-787-1345
Daugherty, Jim		144 Old Fortville Rd	Gray	GA	31032	478-960-2078
Davis Jr, John W	JR. Davis Tools, LLC	315 Adams Road	Fayetteville	GA	30215	678-614-6781
Dewey, Scott D	Scott D. Dewey Incorporated	4058 Ridge Road	Buford	GA	30519	706-870-9555
Duncan, Barry T		2752 Macland Road	Dallas	GA	30157	770-713-5661
Eastman, David A		4598 Millhaven Rd	Martinez	GA	30907	706-399-1017
Endicott, Steve	Endicott Enterprises, Inc	5233 Manhasset Cove	Dunwoody	GA	30338	770-378-8148
Endicott, Steve	S.J. Inc.	240 Chaffin Ridge Trace	Roswell	GA	30075	770-378-8150
Gaskins, Bobby A		9489 Old Valdosta Rd	Nashville	GA	31639	229-237-1602
Gilbert, Luke A		392 Palmetto Rd.	Tyrone	GA	30290	678-878-0271
Gloekler, William David		1701 North Ola Rd	McDonough	GA	30252	678-409-8432
Graves, John F	Jack Graves, LLC	5967 Peacock Ln	Hoschton	GA	30548	678-414-0899
Griggs, Shannon O		133 Serenity Loop	Cataula	GA	31804	706-681-0660
Hagan, Gregory D		52 Lagoon Rd	Statesboro	GA	30461	912-682-2066
Hall, William J		2906 Pennbroke Drive	Valdosta	GA	31605	229-251-7509
Hicks, Jeremy S		118 Holli Ln	Rossville	GA	30741	423-718-5376
Hill, Carl R		18 Allegiance Ct	Cartersville	GA	30121	770-294-0202
Ingle, Adam J		51 Dogwood Circle	Chatsworth	GA	30705	706-280-8463
Johnsa, Brent A		155 Price Drive WeSt	Locust Grove	GA	30248	678-409-1711
Johnsa, Brian J	B Johnsa, LLC	719 Harris Drive	McDonough	GA	30252	678-409-1760
Jordan, Michael G	MICHAEL JORDAN MMMS, LLC	308 Parc Crossing	Acworth	GA	30102	706-442-8855
Leeds, Robert J	RJL, Inc.	5181 Blunski Drive	Powder Springs	GA	30127	404-660-7627
Lowe, Virgil S		645 Lower Burris Road	Canton	GA	30114	770-403-6656
Macbride, Guy D	Guys Equipment LLC	104 Huckleberry Road	Bloomingtondale	GA	31302	912-663-1030
Maxwell, James A		178 Barber Shop Rd	Climax	GA	39834	229-393-5245
Mayers, Hugh E		3659 Lake Mayers Road	Baxley	GA	31513	912-286-5053
McTier, Russell H	MCTIER ENTERPRISES, INC.	303 Wellington Way	Warner Robins	GA	31093	478-952-4038
Mitchell, Richard J		2367 Garnet Av	Riverdale	GA	30296	678-873-5194
Mock, Ralph W		2495 McGarity Road	McDonough	GA	30252	912-614-4667

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Mouat III, R B		53 Old Ty Ty Road	Ty Ty	GA	31795	229-392-0946
Perez, Jose I	Lauigna Tools Inc.	502 Winter Haven Ln	Sugar Hill	GA	30518	770-377-9643
Pitt, John		3314 Hillside Drive	Powder Springs	GA	30127	404-272-3648
Powers, Brandon J		1299 Pea Ridge Rd	Franklin	GA	30217	678-468-2066
Price, Patrick Vonne		3215 Gilpin Rd Ne	Thomson	GA	30824	706-214-1018
Reynolds, George R		890 S Steele Bridge Rd	Eatonton	GA	31024	478-451-7491
Rix Jr, Jimmie L	RIX & ASSOCIATES INC.	178 Horseshoe Circle	Americus	GA	31719	229-331-2519
Rosser Jr, Charles N		241 Parkview Drive	Cartersville	GA	30120	770-387-6384
Scharlatt, Peter E	PS Performance Tools Inc.	450 Barrington Drive West	Roswell	GA	30076	404-428-3305
Schwarz, John R		584 Deadwood Trail	Locust Grove	GA	30248	770-560-0497
Seckinger, Donald R		2455 Sawtooth Oak Dr	Lawrenceville	GA	30043	678-467-5024
Shatzen, Erwin M	EMAX TOOL COMPANY, INC.	3852 Ivey Ln	Lilburn	GA	30047	404-643-5097
Short, Jack P		1207 Blackcreek Church Rd	Ellabell	GA	31308	912-659-9425
Smith, Ron D		2291 Rabbit Farm Circle	Loganville	GA	30052	404-281-1204
Spaggiari III, Lee J		653 Priddy Rd	La Grange	GA	30241	706-594-1686
Spinks, Douglas H		204 Partridge Ct	Rincon	GA	31326	912-484-2382
Stillwagon, Andy B	Andy Stillwagon LLC	319 River Ridge Rd	Brunswick	GA	31523	912-269-5056
Tallman, Tommy C	TNT Tool Sales Corporation	173 Lantern Ridge Ct	Alpharetta	GA	30009	704-363-3807
Thomas, James F	MGT TOOLS INC.	3685 Rolling creek Drive	Buford	GA	30519	404-556-1233
Thompson, Ricky L		28 Deer Run Trace	Swainsboro	GA	30401	478-455-4067
Todd, Keith C		39 Mystic Court #7110	Ellijay	GA	30540	706-217-8675
Tolbert, Jack R	OLD SCHOOL TECH LLC	735 Deer Road	Ellaville	GA	31806	229-815-8520
Tournear, Shawn M	TNT ENTERPRISES OF GEORGIA INC	5460 Derby Chase Ct	Alpharetta	GA	30005	217-621-6562
Trowell, Joseph H		1668 George Deen Rd	Broxton	GA	31519	912-389-2936
Walker, Ronald K **Additional Franchise	RKW Tools, LLC	133 Watkins Lake Way	Buena Vista	GA	31803	706-888-0389
Wamsley, Bryan L		335 Arbor Woods Cr	Ringgold	GA	30736	706-639-7262
Westra, David		106 Nichols St	Perry	GA	31069	478-951-5887
Whalen, Terrence L	Whalen Tools LLC	5320 Spot Creek Drive	Cumming	GA	30040	954-629-2321
Wiles, Marty		100 Natures Path	Tyrone	GA	30290	770-502-6548
Williams, Joe		650 McKinne's Ct	Evans	GA	30809	706-833-1183
Ayau, Kimo K	KIMO AYAU, LLC	870 Pueo Drive	Kula	HI	96790	808-344-2725
Ben, Robert C	ROBERT BEN LLC	45-312 Kenela St	Kaneohe	HI	96744	808-421-7580
Bonilla, Christopher W	Bonilla Enterprises, Inc.	1549 Haleukana St	Lihue	HI	96766	808-245-8140
Bourgeois, Stephen L		91-338 Pukanala Pl	Ewa Beach	HI	96706	808-375-9437

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Individual Franchisee or Principal Owner	Franchisee Entity	Address	City	State	Zip	Phone
Butay, Bernard S	B. S. Butay, Inc	16-2108 Paradise Drive	Pahoa	HI	96778	808-960-6816
Castillo, Jeffrey H	TOOLS IN A JIFF LLC	95 - 524 Uhiuala St	Kapolei	HI	96707	808-372-6800
Chang, Arthur B		73-1190 Kaiminani Dr	Kailua Kona	HI	96740	808-936-1911
Fukuoka, Gerald M	Gerald M Fukuoka FranchiseeLLC	46 Ili Kupono St	Wailuku	HI	96793	808-344-4186
Miyashiro, Miles T	M Tools LLC	2221 Ahe Pl	Honolulu	HI	96816	808-497-8429
Miyashiro, Ross K	ROSS K MIYASHIRO, INC	95-1001 Kualapa St	Mililani	HI	96789	808-220-0559
Tajima, Randall T	RT Tools, LLC	42-101 Aleka Pl	Kailua	HI	96734	808-226-0190
Watanabe, Tracy M	TRDW TOOLS, INC.	94-1021 Lumihoahu St	Waipahu	HI	96797	808-368-5204
Behrens, Douglas W	Behrens Tools Inc.	1108 S. Glass St	Sioux City	IA	51106	712-259-2236
Bucklin, Joel Thomas	JOEL T BUCKLIN INC.	8782 Hwy F 48W	Colfax	IA	50054	515-249-2503
Byers, Steven L	S & L TOOLS, LLC	7929 Nixon St	Indianola	IA	50125	515-210-5760
Carswell, John B	Central Iowa Tools L.C.	2174 220th St	Boone	IA	50036	515-460-6737
Crews, Gary D	Crews Enterprises, LLC	1191 Woodland Av	Cumming	IA	50061	515-249-0178
Flick, Terry M	TERRY'S TOOL SALES, LLC	2326 340th St	Osage	IA	50461	515-238-4558
Groom, Dennis A	Titan Tool Supply LLC	20128 F Av	Wellsburg	IA	50680	319-213-3551
Hammond, Lee A		1414 Glenny Av	Waterloo	IA	50702	563-608-3593
Haverkamp, Thomas M		715 E Bloomington St	Iowa City	IA	52245	319-330-0801
Hendrix, Steven D		19344 Birdsley Rd	Council Bluffs	IA	51503	402-871-5888
Hlas, Larry D		1956 70th St	Van Horne	IA	52346	319-721-3443
Hoffmann, Richard R		1896 Saint Joseph St.	Dubuque	IA	52003	563-590-5627
Hurlburt, Christopher L		116 2nd Av	Sibley	IA	51249	712-461-0102
Jenkins, Marvin J		6613 Hwy F-48W	Newton	IA	50208	641-840-1207
Kay, Duane F		2525 Timber Av	Charles City	IA	50616	641-425-1032
Kay, Philip R		2210 Aspen Av	Waverly	IA	50677	641-330-3617
Klein, Justin L		1203 Washington St	Lineville	IA	50147	641-344-5515
Kucera, Brian G	BSNB Sales & Marketing, Inc.	411 Cobblestone Dr NW	Cedar Rapids	IA	52405	319-538-7333
Lund, John W		1417 W 37th	Davenport	IA	52806	563-650-9800
McDyer, David P	McDyer Tools. L.L.C.	1543 Olive Av	Sibley	IA	51249	507-329-0102
Megrath, Paul E	Megrath Enterprises, Inc.	2273 Glasgow Road	Fairfield	IA	52556	641-919-4664
Morrissey, Brian C	Morrissey Tools LLC	1811 Elmwood Av	Bettendorf	IA	52722	309-314-5498
O'Donnell, Todd M		1875 Sugaridge Dr	Marion	IA	52302	319-389-0016
Ritter, Corey A	Ritter Tool Sales Inc	9051 - 207th Av	Anamosa	IA	52205	319-521-3182
Rohe, Donald G		117 E 13Th St	Carroll	IA	51401	712-830-2992
Schlemme, Christopher B	Schlemme Tool Sales, LLC	912 8th Ave SE	Cascade	IA	52033	563-581-4081
Schmit, John E		102 E Austin St	Rockwell City	IA	50579	712-299-1205

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Schutte, Roger		10986 Redwood Av	Davenport	IA	52804	563-370-3000
Seamans, C. Mark	MS Tools, Inc.	7086 Worcester Rd	Palo	IA	52324	319-361-0401
Shollenbarger, Tony R		2503 7 Mile Rd	Charles City	IA	50616	641-330-9192
Small, Steven M	Steve Small, Inc.	13000 NW 146th Av	Madrid	IA	50156	515-975-1627
Smock, Roderick D	SMOCK, LLC	1710 Timberline Dr	Muscatine	IA	52761	563-316-0914
Snider, Russell D		1905 9th Av	Camanche	IA	52730	563-357-4853
Sorensen, Theador A		2675 205th St	New Hampton	IA	50659	319-240-6154
Stoll, Darin P	STOLL TOOL SALES, LLC	1388 362nd Av	Goose Lake	IA	52750	563-357-0553
Stuchel, Mark D	Mark D Stuchel, Inc	21389 360th St	Earlham	IA	50072	515-577-0993
Thorson, Grant R		4590 L Av	Meriden	IA	51037	712-363-5551
Tschetter, Jerry		11051 111th St.	Ottumwa	IA	52501	641-777-2400
Williams, Gary T		10138 165Th Av	West Burlington	IA	52655	319-850-2987
Boyer, Earl L	EB TOOLS LLC	5087 Independence	Chubbuck	ID	83202	208-252-2511
Campbell, Kim B		13128 North 15 East St	Idaho Falls	ID	83401	208-390-7521
Cass, Thomas M		940 Canterwood Drive	Moscow	ID	83843	509-330-0208
Duncan, Marcus S	Duncan Tool Works, LLC	3286 W Sugar Creek Dr	Meridian	ID	83646	208-880-5127
Garside, Eric M	208 TOOLS LLC	1820 N 5th St	Coeur D'Alene	ID	83814	208-449-3014
Garvin, Phillip W	P R Tools, Inc.	3390 N Curt Dr	Meridian	ID	83646	208-869-8779
Jahns, Jason		3547 North 3200 EaSt	Twin Falls	ID	83301	208-731-9966
Marburger III, George G		7350 W Ledgerwood Lane	Meridian	ID	83642	208-407-2200
Matthis, Bill N		2299 W. Kelly Creek Drive	Meridian	ID	83646	208-695-6244
Mleziva, David R	Dave's Tool, INC	83 S Knightsbridge Ln	Nampa	ID	83687	208-871-7496
Orme, Kyle W	KO Tools, LLC	1581 N 775 E	Shelley	ID	83274	208-390-6272
Parkinson, Jed D		2049 East 200 North	Rexburg	ID	83440	208-317-1517
Solis, David M	North Idaho Tools, LLC	3243 N Sherwood Dr	Coeur D'alene	ID	83815	208-691-4710
Steinhart, Kody A	Steinhart Tools, LLC	167 E Hanley Av	Coeur D Alene	ID	83815	208-215-4776
Traw, Clinton L	HIGH DESERT TOOLS, INC.	2716 Dogwood Av	Fruitland	ID	83619	541-709-8767
Ward, Brian E **	Gumby Enterprise INC	1130 Warner Av	Lewiston	ID	83501	208-792-7993
Watson, Lyle P	Trinity Tools, LLC	10132 Cherry Ln	Nampa	ID	83687	208-989-7486
Alemond, Justin W		8730 Cardinal Creek Dr.	Saint Jacob	IL	62281	618-401-1859
Baird, Ian S		606 S Union	Yates City	IL	61572	309-337-5325
Balsitis, Lawrence J		460 Logeue Circle	Seneca	IL	61360	630-853-8496
Bodine, Kevin R	Bodine Tools, Inc.	121 N Foster	Illioopolis	IL	62539	217-415-1665
Bogaerts, Jason A	JAB Tools, Inc.	38821 N Lakeside Pl	Antioch	IL	60002	847-707-2987
Bogaerts, Reed D	RDB MOBILE TOOLS, LLC	1620 S Michigan Ave Unit 902	Chicago	IL	60616	847-308-8085

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Brauer, Kenneth F	Two Boys Tools, Inc.	100 Hanover St	Germantown	IL	62245	618-210-9430
Brennan, Shaun F		3915 Sandy Bluff Rd	Plano	IL	60545	312-518-9996
Bukowski, Krzysztof		5809 Crain St	Morton Grove	IL	60053	708-334-2667
Bulster, John		8929 Palisades Road	Burr Ridge	IL	60527	630-781-8850
Chace, Christoper M.		13025 Boeser Road	Highland	IL	62249	618-301-0580
Chiddister, Clark	Clark Tool, Inc.	2614 Chapel Hill Dr	Elgin	IL	60120	630-640-7400
Cronovich, Daniel J		108 East 2nd St	Saint Jacob	IL	62281	618-410-2872
Cross, Jason W		338 Mapleleaf Ln	East Peoria	IL	61611	309-363-7884
Culbertson, Douglas L	Liberty Tools, Inc.	1539 Summerhill Ln	Cary	IL	60013	847-702-3238
Cullen, Francis E		7023 Lockmann Rd	Collinsville	IL	62234	618-978-1654
D'Amico, Mario A		13815 Kit Ln	Lemont	IL	60439	708-567-3086
D'Amico, Sammy		13815 Kit Ln	Lemont	IL	60439	773-742-6740
Diamond, Tony L		1670 Virginia Dr	Elk Grove Village	IL	60007	708-257-2541
Dickson, Thomas R		4515 Yale Dr.	Rockford	IL	61109	815-262-6055
Dorich, Brian Edmond		1510 - 77th St	Darien	IL	60561	630-421-9411
Drake, Daniel B	Dmd Tools Inc.	4241 West 90th Pl	Hometown	IL	60456	708-359-8165
Drollinger, Toby A	DROLLINGER TOOLS, LLC	505 N Walnut St	Champaign	IL	61820	217-377-3399
Duff, Alexander S	A & L Tools, Inc.	340 Chippewa Ln	West Chicago	IL	60185	847-977-0318
Edens, Donald E		10237 N 400 St	Casey	IL	62420	217-232-5016
Enghausen, Kevin R		2672 County Road 350 EaSt	Mahomet	IL	61853	217-202-8665
Epker, Michael C	CHADILLAC TOOLS, LLC	478 1st St	Antioch	IL	60002	847-404-4838
Fortuna, Michael J		1 S 576 Nimitz	Oakbrook Terrace	IL	60181	630-816-5276
Fromme, Samuel J		415 Main St.	Franklin	IL	62638	217-473-5756
Gawlik, Michael G	MM Tools Sales, Inc.	1334 Foxdale Dr	Addison	IL	60101	630-217-1101
Golding, David W		12609 Rail Ln	Palos Park	IL	60464	708-217-6527
Gore, Philip D	Phil's Tools, Inc.	2434 W Irving Park Road	Chicago	IL	60618	773-640-4893
Haar, Bradley J		201 North 1st St	New Baden	IL	62265	618-531-8330
Haar, Brian M		1744 J Rock Rd	Trenton	IL	62293	618-978-1436
Hahn, James A		4568 Mary Todd Road	Mattoon	IL	61938	217-649-5198
Hamilton, George H	Hollywood Tools LLC	1455 Marshview Ct	West Chicago	IL	60185	773-793-3119
Horstmann, Daniel E		66 S Germantown Road	Breese	IL	62230	618-791-7152
Huff, William B		944 E 1700	Liberty	IL	62347	217-779-2408
Ihnen, Michael T		1909 Revere Ln	Elk Grove	IL	60007	847-917-2552
Irocky, Christopher H		1709 Spruce St	Spring Grove	IL	60081	815-321-9738
Johns, Ross F	Ross Johns, Inc.	510 Staley Road STE AA	Champaign	IL	61822	309-948-1690

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Juern, Theodore V		2078 David Dr	Des Plaines	IL	60018	312-307-3561
Kasper, Kevin S		113 E Stevenson Drive	Glendale Heights	IL	60139	630-689-7514
Kaufmann, Lee P	LEE'S TOOLS SALES, INC.	PO BOX 527	Effingham	IL	62401	217-240-8584
Kenney, Craig Alan		723 N. River Road	Algonquin	IL	60102	630-816-5281
Kleine, Andrew J		409 W 6th St	Benton	IL	62812	618-218-2594
Kluever, Mike L	Kluever Tools, Inc	1446 Lourdes Road	Metamora	IL	61548	309-696-7929
Klufetos, Jeffrey G		615 N. Rumble Ln	Addison	IL	60101	630-253-1833
Knippenberg, William D	BDK Tools, Inc.	1207 Bluejay Ln	Plainfield	IL	60586	815-955-1291
Kreitzer, Kenneth P		505 Palmer Av	Aurora	IL	60506	630-217-6830
Lada, Michael R		2216 W Roscoe	Chicago	IL	60618	773-350-3887
Liput, James A		4943 N Moody	Chicago	IL	60630	773-699-2502
Loofboro, Brian E	B AND JS TOOL TRUCK, LLC	1217 Gordon Av	Rockford	IL	61108	815-520-5897
Mauro, John A		2480 Amber Ln	Diamond	IL	60416	815-530-1294
McAllister, Jade M		1533 Co Rd 1000 E	Carmi	IL	62821	618-384-6526
McCuan, David K		12545 Nixville Rd	Carrier Mills	IL	62917	618-841-2109
Meisenheimer, Adam K	A K Meisenheimer, Inc.	196 Tack Ln	Litchfield	IL	62056	217-556-3111
Melton, Shane L		15403 Magnolia Ln	Girard	IL	62640	217-414-6786
Mikolajczyk, Paul L	LIGHTCHECK TOOLS, INC.	2105 Braeburn Drive Unit E	Wauconda	IL	60084	312-533-1240
Miller, Anthony J		10870 Lake Rd	Highland	IL	62249	618-980-2403
Morris, Mark C	MORRIS TOOL COMPANY, INC.	1102 W Strieff Ln	Glenwood	IL	60425	708-674-2385
Morris, Michael J		436 Co. Rd. 1400 N	Mattoon	IL	61938	217-254-4627
Neil, Bryan S	Bryan's Tool Sales, LLC	1020 Hwy 61	Mendon	IL	62351	573-248-4300
Nix, Thomas F		3800 E IL 250	Olney	IL	62450	618-925-4907
Nunokawa, Mark R	Nunokawa Tools, Inc.	1411 North 20th Avenue	Melrose Park	IL	60160	773-447-9300
Ogle, Ted A		412 Avondale Drive	East Peoria	IL	61611	309-573-9003
Olejniczak, Brian C		6N130 Virginia Rd	Keeneyville	IL	60172	630-624-7627
Patterson, John P		863 Walton Rd	Amboy	IL	61310	815-762-8904
Paulson, David R **		10784 E Utility Road	Stillman Valley	IL	61084	815-762-1695
Plos, Christian D		495 Essex Pl	Carol Stream	IL	60188	630-670-6638
Pollasky, Arthur	A & M's Performance Tools LLC	5715 Farmbrook Ln	Crystal Lake	IL	60014	815-353-3397
Raadsen, Johannes	Tools R Us, Inc.	28066 W Cape Cod Ln	Lakemoor	IL	60051	847-293-5596
Raadsen, John P	BRAT'S TOOL SHOP, INC.	1049 Golf Course Road	Crystal Lake	IL	60014	312-890-7085
Rakers, Jeffrey D		417 Highline Rd.	Trenton	IL	62293	618-407-4235
Randall, Craig		1503 Kingston Ln	Schaumburg	IL	60193	708-899-3149
Rapata, Matthew J		1714 Blue Island Av	Crystal Lake	IL	60012	815-354-2181

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Rimsnider, Jon A **	Rimmy Tool Sales, LLC	11673 Sapphire Ct	Frankfort	IL	60423	708-289-0627
Roberts, Jeffrey D	Roberts Tools, Inc.	14637 Sparrow Rd PO Box 140	Pleasant Plains	IL	62677	217-652-4406
Rogers, Dustin J		1083 Old Creek Ct.	Elgin	IL	60120	630-936-0021
Ronccone, John F	C & G TOOLS INC	854 Wintergreen Drive	Aurora	IL	60504	630-816-5892
Ryan, Kevin A	KAR TOOL SALES, INC.	555 W Kinzie St. Apt. 312	Chicago	IL	60654	630-915-3207
Sachs, Clifton E		515 E Alton	Marine	IL	62061	618-616-8295
Salm, Kolton M **		1661 E 3300 N Rd	Saint Anne	IL	60964	815-954-8669
Sandoval, Francisco	PITA REY TOOLS LLC	747 Carnahan Road	Compton	IL	61318	815-830-0530
Scartozzi, Thomas A		3020 Cedar Ln	Crete	IL	60417	312-401-9109
Schneider, Randal L		9N022 Oak Bluff Dr	Elgin	IL	60124	847-361-9383
Schoenbeck, Mark O		22382 E Illinois Hwy 15	Bluford	IL	62814	618-838-7922
Schreiber, Erik R	Aero Tool Distribution, LTD	6429 Ginos Way	Fox Lake	IL	60020	847-587-0634
Seals, Zachary L		820 North 2300 Av	Ursa	IL	62376	217-242-0086
Simon, Keith		468 Hazel Dr	Schaumburg	IL	60193	847-471-0015
Singleton, Brett L		772 90th Av	Roseville	IL	61473	309-221-5388
Sitton, Fred W		102 E Simmons	Roodhouse	IL	62082	217-248-0486
Stafford, Brendan J	BRENDAN'S TOOLS, INC.	28821 Sawmill Ln	Lakemoor	IL	60051	262-308-8837
Steinmetz, Daniel B	Wrench Works, Inc.	6833 Nestlewood Dr.	Roscoe	IL	61073	815-621-3003
Stephens, Mark R	Stephens Supply, LLC	9670 Dee Rd Apt 411	Des Plaines	IL	60016	224-636-4455
Studnicka, John L		5005 W 120Th Pl	Alsip	IL	60803	708-602-9293
Toland, Gregory M		402 W. Tazwell St	Spring Bay	IL	61611	309-397-6006
Travaglini, Bernard	BMT Tool Sales	459 Gail Ln	Chicago Heights	IL	60411	708-259-9683
Visona, Ryan D		17657 West Winnebago Drive	Wildwood	IL	60030	815-861-1008
Walter, Daniel J	DND Forward, Inc.	6 Lake Front Drive	Swansea	IL	62226	618-409-0208
Werckle, Curtis D		10280 Homestead Rd	Stillman Valley	IL	61084	815-979-1446
Wilson, Mike J	AMW TOOL SALES, INC.	P.O. Box 323 23 2nd Av	Matherville	IL	61263	309-373-1630
Winkler, John R		9313 W Steger Rd	Frankfort	IL	60423	708-288-9733
Winters, William G		3720 North 1475 East Road	Heyworth	IL	61745	309-275-9695
Wooldridge, Jace A		5720 Wesley Chapel Rd	Chatham	IL	62629	217-725-5855
Aaron, Joey M		5776 W 600 S	New Palestine	IN	46163	317-590-3821
Bailey, Jerry C	Bailey's Sales & Services, Inc	11109 Liberty Mills Road	Ft Wayne	IN	46814	260-433-1874
Betz, Ryan C	RYAN BETZ TOOLS, LLC	9735 W. Co Rd 240 N	West Baden Springs	IN	47469	812-661-2537
Bittner, Matthew L	Bittner Tool Distrib Inc	11255 S. Owensville Road	Haubstadt	IN	47639	812-568-0353
Brady, Adam T		920 Country Side Ln	Columbus	IN	47201	812-343-3903
Brown, Johnny E		2751 East Sunset Ln	Moorsville	IN	46158	812-650-2033

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Brown, Michael L		10111 Lantern Road	Fishers	IN	46038	317-443-5782
Bryan, Jared C	Bryan Tool Sales, LLC	406 Clark St	Berne	IN	46711	260-849-0383
Carmichael, Charles L	Carmichael, Inc.	2448 W. 1150 S.	Ladoga	IN	47954	765-918-5175
Chraponski, Michael J	MC Tools, Inc.	3435 W 150th Ln	Crown Point	IN	46307	219-741-5019
Clemens, Michael R		4244 W Buick Drive	Bloomington	IN	47404	812-327-9664
Cooper, Thomas T		1240 Woodhollow Ct	Schererville	IN	46375	219-613-4894
Cory, Nathan R	N C TOOLS, INC.	2792 E. Spring Meadow Ct	Vincennes	IN	47591	812-890-5406
Cripe, Gregory		18657 CR 14	Bristol	IN	46507	574-298-3347
Dittman, Steven P		504 N. Williams	Nappanee	IN	46550	574-305-0921
Ehman, Gary B		1611 South Main St	Tipton	IN	46072	317-385-0193
Eli, Aaron E	AE Tools Inc.	3278 E Co Rd 730 S	Kirklin	IN	46050	765-516-0100
England, George Allen		506 W Gump Road	Ft Wayne	IN	46845	260-385-9225
Epperheimer, Anthony D		1238 Cannonero Ct	Indianapolis	IN	46217	317-224-9429
Fansler, Jeremy M		2814 Barrett Road	Rochester	IN	46975	574-847-9901
Ferrigan, Brian M		54565 Felicity Dr	Mishawaka	IN	46545	574-850-2835
Foster, Jeffrey M		8301 S. Pugsley Rd.	Daleville	IN	47334	765-759-9935
Gardner, Darren L		3542 N 300 E	Anderson	IN	46012	765-623-2226
Gardner, Kyle D	K G Tools, LLC	5630 Flatrock Road	Hoagland	IN	46745	720-219-6833
Geissler, Bradley S	BG Tools, Inc.	340 West Division Rd	Valparaiso	IN	46385	219-405-9373
Greenwell, Jason P	JNG ENTERPRISES, INC.	6215 21st Century Dr	Charlestown	IN	47111	502-802-6398
Guerra, Byron C		20930 Osborne Rd	Lakeville	IN	46536	574-850-1952
Haimes, Rodney J	RJ33 Enterprises, LLC	7351 South County RD 650E	Plainfield	IN	46168	317-225-3211
Hammond Jr, John D	J.D. Hammond, Inc.	3231 N Arlington Av	Indianapolis	IN	46218	317-339-9336
Hogan, Mark S		700 E 600 North	Huntington	IN	46750	260-615-0313
Jackson, Christopher E	CE Jackson, Inc	9407 Maze Rd	Indianapolis	IN	46259	317-710-6743
Keenan, Randall B		8428 Brennan Ct.	Fishers	IN	46038	317-294-0743
Kester, Christopher R		2713 N Jongkind Park Road	Laporte	IN	46350	219-608-0687
Kim, Ty E		314 3rd St	Brownstown	IN	47220	270-485-6147
Kramer, Kristopher L	Kris Kramer Tool Sales, LLC	9800 N County RD 650 EaSt	Albany	IN	47320	765-748-3300
Maas, Lawrence B		8371 Patterson St	Saint John	IN	46373	219-613-0655
Marsh, Ryan M		11436 N Creekside Dr.	Monrovia	IN	46157	317-714-2700
Martin, Gerald L		300 E. Elm St	Haubstadt	IN	47639	812-455-0878
Mascari, Michael Charles		4533 Hickory Grove Blvd	Greenwood	IN	46143	317-443-0706
McKamey, Paul C	P & JM TRAVELING LLC	6914 W 160th Pl	Lowell	IN	46356	219-928-8481
McPheeters, Jerry R	AC & J Tools, Inc.	8684 S Old Palmyra Rd	Pekin	IN	47165	812-896-1468

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Franchisees as of December 31, 2016

Individual Franchisee or Principal Owner	Franchisee Entity	Address	City	State	Zip	Phone
Millis, Nathan A		115 Poplar Ct	Hebron	IN	46341	219-545-1368
Mitchell, Daniel W		6788 Franklin Road	Hagerstown	IN	47346	765-969-2541
Mollencupp, Floyd E	ED'S TRAVELING TOOL BOX, INC.	943 N. Madison	Kewanna	IN	46939	574-817-0513
Phares, John R	JP Tools, LLC	115 Maple Run Estates Blvd	Springville	IN	47462	812-322-6707
Poe, Christopher A		3000 Mary Ln	W Terre Haute	IN	47885	812-243-2386
Reed, Trey S		409 Advance South Main St.	Jamestown	IN	46147	317-557-3734
Riffey, Eric R		6275 East 450 North	Lafayette	IN	47905	765-426-2109
Salmon, Christopher J		4912 E. Waston Rd.	Mooreville	IN	46158	317-534-7811
Schram, P T	Schram Tools LLC	8620 E 300 N	Churubusco	IN	46723	260-804-0458
Schwartz Jr, David E		1214 Harvest Ridge Blvd.	Memphis	IN	47143	502-773-6776
Sears II, Dennis W		2051 N New Jersey St	Indianapolis	IN	46202	319-691-4642
Sherrard, James G	Jims Tools Sales - DBA	1123 St Rt 1	West Harrison	IN	47060	513-257-4581
Simon, Matthew D		522 South 5th St	Decatur	IN	46733	260-701-2842
Sitterle, Charles E		1802 Ridgewood Circle	Lawrenceburg	IN	47025	513-226-5823
Steenport, Thomas G	Tom Steenport, Inc.	9715 St. Joe Road	Ft Wayne	IN	46835	260-760-0183
Trapp, Joseph H		560 E. Arnotts Drive	Rennselaer	IN	47978	219-964-8868
Wallace, Tyler N	WALLACE TOOLS, LLC	229 Elston Rd	Lafayette	IN	47909	765-418-1331
Weir, Charles R		6619 S SR13	Wabash	IN	46992	765-513-9455
Weisheit, Kevin G	Weisheit Tools, Inc.	781 E. 520 N.	Jasper	IN	47546	812-309-0156
Wesley, Raymond C	RAY WESLEY LLC	13134 Bloom Rd	Moore Hill	IN	47032	812-290-6108
Westfall, Dennis	D & K Tools, Inc.	4191 East 400 South	Laporte	IN	46350	219-608-1741
White, Thomas J		2345 1/2 BroadWay	Anderson	IN	46012	765-744-1816
Wolyniec, David B		124 Christy Ln	Kokomo	IN	46901	765-860-2130
Yoder, Norman L	Norms Tool Chest, LLC	65586 Barrens Drive	Goshen	IN	46526	574-215-9316
Zahneis, Jefforey A		20998 Alpine Drive	Lawrenceburg	IN	47025	513-315-2309
Ade, Marty J		2102 N 155th Rd	Concordia	KS	66901	785-275-2510
Allen, Robert E	ALLEN TOOLS LLC	11710 W. Bekemeyer St.	Wichita	KS	67212	316-641-6641
Berner, Daniel L		206 North Park Drive	Hutchinson	KS	67502	620-727-0637
Brockus, Steven J	BROCKUS ENTERPRISES, INC.	1304 S Oak St	Ottawa	KS	66067	785-229-5526
Campbell, Laurie D		221 S Oak	Mcpherson	KS	67460	620-242-4048
Carter, Curtis L	Carter's Tool Sales DBA	15700 E 119th St South	Mulvane	KS	67110	316-648-8665
Courtney, James Roger		8821 W 131St Pl	Overland Park	KS	66213	816-589-8275
Cranston, Roger D		15 Oak Valley Dr	Manhattan	KS	66502	785-313-0186
Dunn III, Jack T		2275 N. 1137th Road	Eudora	KS	66025	785-312-2202
Eastman, James Martin		4926 Memory Ln	Wichita	KS	67212	316-761-1763

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Individual Franchisee or Principal Owner	Franchisee Entity	Address	City	State	Zip	Phone
Eck, Robert L	R & G Tools, Inc.	307 N. Oak St	Home	KS	66438	785-562-6546
Fisher, Matthew		125 East 15th St	Hutchinson	KS	67501	620-727-5542
Foster Jr, David D	Foster's Tool Service, LLC	2604 Oxen Rd.	Waverly	KS	66871	620-340-2504
Grieshaber, Glenn P		1113 Valley St	Derby	KS	67037	316-619-1110
Hafliker, Glenn	GLENN'S SALES & SERVICE LLC	25007 J Rd.	Wakeeney	KS	67672	785-731-5255
Hiltunen, Brian A	Pro Tools, LLC	4611 Chouteau	Shawnee	KS	66226	913-209-9207
Hudson, Henry L	J&H Enterprises of Kansas, Inc.	3000 Lincolnshire	Topeka	KS	66614	785-633-0665
Hurd, Phillip D		4489 N Wasserman Way	Salina	KS	67401	785-826-0682
Hurt, Douglas C		7316 Goddard St	Shawnee	KS	66203	913-602-9176
Jacobs, Joshua C		215 Cambridge Drive	Pratt	KS	67124	620-886-1119
Kennedy, David A		1944 West Radio Lane	Arkansas City	KS	67005	620-441-7804
Knowles, William Kris		400 E. 17Th	Hutchinson	KS	67501	620-664-3592
Maxwell, Scott D		306 E Irene	Salina	KS	67401	785-493-2221
Mays, Gilbert D		4141 S. 167th WeSt	Goddard	KS	67052	316-640-0596
Overman, William Scott		181 Walnut Creek Road	Wellsville	KS	66092	785-214-0437
Pando, Eduardo		2806 Academy Av	Dodge City	KS	67801	620-408-5211
Patterson, Monte L		1114 N West St	Rose Hill	KS	67133	316-648-7190
Powell, Clifford S		7460 Cherokee Drive	Prairie Village	KS	66208	913-660-3509
Powell, David H		8138 Hardy	Overland Park	KS	66204	913-991-5432
Rumold, Anthony A		5858 Sw 26Th Terrace	Topeka	KS	66614	785-640-2614
Seibel, Michael E	M&J TOOLS, LLC	3301 SW Indian Hills Road	Topeka	KS	66614	785-220-9922
Smith, Charles Dryden		20085 W 114th Terrace	Olathe	KS	66061	913-205-6690
Stratton, Gary D	GARSHE TOOL SALES, LLC	21894 S. Roosevelt St	Spring Hill	KS	66083	913-515-8816
Strickland, Daniel D		13510 Rd H	Liberal	KS	67901	620-629-7758
Whetstone, Gary	Gary R. Whetstone, Inc.	PO Box 393 5840 N 3rd St	Garden City	KS	67846	620-272-1275
Williams, Michael D		2532 E 43rd Av	Hutchinson	KS	67502	620-727-4430
Williams, Ryan T	BellaLake, LLC	22405 W 61st St	Shawnee	KS	66226	913-284-9060
Barber, Mark L	MLB ENTERPRISES, LLC	157 Primrose Circle	Richmond	KY	40475	502-316-3404
Barr, David Lee		238 Four Oaks Road	Brandenburg	KY	40108	270-547-0823
Bickelman, James Greg	JGB ENTERPRISES, INC.	891 Rolling Trail	Taylorsville	KY	40071	502-320-8799
Broering, Craig	Craig Broering Tool Sales, Inc.	104 Bufflehead Ct	Georgetown	KY	40324	859-221-6809
Brundage, James L	Northeast Kentucky Sales, LLC	38 Woodland Way	Grayson	KY	41143	304-208-2630
Castle, Michael G	M & D Tools, Inc.	3811 KY RT 3224	River	KY	41254	606-899-0330
Clifford, Charles J	Clifford Tool Sales, LLC	142 Kendall Branch Road	Cynthiana	KY	41031	859-588-5510
Collier, John A	JOHN COLLIER, INC.	1416 Caudell Rd	Stanton	KY	40380	859-338-4702

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Davidson, Paul E		310 Arbor Ln	Elizabethtown	KY	42701	270-268-7392
Gallant II, James		100 Berry Gentry Ln	Scottsville	KY	42164	270-618-9960
Hammontree, Joseph D		12192 Hwy 190	Pineville	KY	40977	606-524-2153
Hodges, Jonathan		5102 Heather Hill Rd	Legrange	KY	40031	502-664-5688
Humfleet, Joseph J		59 Jim Brock Road	Pineville	KY	40977	606-524-0915
Koehler, Matthew R	AC KOEHLER ENTERPRISES, INC.	11306 Cox Av	Louisville	KY	40233	502-797-8665
Kremer, David A		4319 Taylorsville Rd	Louisville	KY	40220	502-551-5145
Langton, Brett J		6300 Hayden Bridge Road	Owensboro	KY	42301	270-929-9336
Lilly, Jeremy D	JL TOOL SALES, LLC	2280 Dry Ridge Mt Zion Rd	Dry Ridge	KY	41035	859-743-7291
Logsdon, Brandon N	INFINITY ENTERPRISES, INC.	2011 Crooked Creek Ct.	Crestwood	KY	40014	502-939-0905
Marshall, Samuel T		320 Flat Creek Rd	Dry Ridge	KY	41035	859-912-9245
McGarry, Mike E	McGarry's Tools, Inc.	3786 Taylorsville Road	Louisville	KY	40220	502-939-2338
Miller, Jerry W	JM TOOLS, LLC	153 Stapleton Way	Georgetown	KY	40324	859-797-8249
Mitchell, David G		990 Royster Robards Rd	Robards	KY	42452	270-213-0235
Montgomery, Jamie D	Montgomery Tools, Inc.	116 Norton Dr.	Richmond	KY	40475	859-626-2312
Noon, James A		9601 Waterson Trl	Louisville	KY	40299	502-533-7737
Perry, Jason W	J&M TOOL SALES, INC.	213 Vicksburg Dr.	Nicholasville	KY	40356	859-539-8561
Phillips, Joseph A		4543 Hunters Trace	Owensboro	KY	42303	270-222-0886
Poe, Daniel W	DAN'S TOOL SERVICE, LLC	871 Independence Station Rd	Independence	KY	41051	859-512-2059
Skidmore, Gregory N	Skidmore Enterprises, Inc.	4310 Rice Springs Road	Kevill	KY	42053	270-559-1545
Smithmier, David W	SMITHMIER TOOLS LLC	1900 Gholson Road	West Paducah	KY	42086	270-748-8793
Stecht, David J	DLS TOOLS, INC.	310 Flat Creek Road	Dry Ridge	KY	41035	859-991-1217
Sullivan, Jeremy L	JCJ TOOLS, INC.	510 Greencrest Dr	Cecilia	KY	42724	502-379-2220
Taylor, Tracy W	Tracy William Taylor, Inc.	365 East Lexington Av	Danville	KY	40422	859-421-4645
Todd, Travis A	TRAVIS TODD TOOL SALES LLC	125 Pisgah Station Road	Versailles	KY	40383	859-421-4771
Traft, Robert L	R Traft Enterprises, Inc.	10120 Dixie Highway	Corinth	KY	41010	859-242-8301
Warren, David S	David S Warren Tools & Equip LLC	121 Grable Ln	Georgetown	KY	40324	859-509-2015
Wheeler, Toby A	CB Tools, LLC	7901 Irvine Rd.	Winchester	KY	40391	859-749-0860
Whitaker, Kevin W	KEVIN WHITAKER, LLC	863 Bristow Road	Independence	KY	41051	859-991-7524
Averitt, Justin R		18625 Tiger Creek Ln	Ponchatoula	LA	70454	985-351-8409
Blanke, David Andrew		3508 Wanda Lynn Dr	Metairie	LA	70002	504-296-7272
Bly, Oran M		10129 Grant St	Wilson	LA	70789	225-244-4408
Campeaux, Charles A	CAT TOOLS AND EQUIPMENT, LLC	103 Villere Dr	Destrehan	LA	70047	504-874-3607
Eppinette, Robert D	EPPS Tools, Inc.	1753 Prairie Rd	Monroe	LA	71202	318-355-8665
Farris, Dustin J	Southern Tool Enterprises, LLC	606 E Miller Av	Iowa	LA	70647	337-764-1200

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Fryer, John R		120 Stanley Williams Rd	Rayville	LA	71269	318-341-1439
Gallois, Ryann L	Coastal Tools, LLC	6159 Canal Blvd.	New Orleans	LA	70124	985-377-3579
Gerrald, Stanley W		5243 Lake Island Ln	Shreveport	LA	71107	318-572-0681
Harding, Gary	H & H Supply, LLC	102 Longwood Ct	Pearl River	LA	70452	985-640-2953
Hearnsberger, Daniel A		1251 Barrister St	Alexandria	LA	71301	337-884-4839
Hebert, Tildon C	Hebert Tool Company, LLC	207 Shady Park Dr	Lafayette	LA	70508	337-319-7693
Hicks, Paul D		419 Crescent Blvd	Houma	LA	70360	985-860-1701
Lanoué, Charles J	NOPANS, LLC	PO Box 301	Slaughter	LA	70777	225-719-0143
Loftin, Jeffrey B		475 Dixon St	Shreveport	LA	71106	318-426-4383
Long III, James W		1904 Frankel Av	Metairie	LA	70003	504-417-3720
Louwien, Michael L		6040 Fox Chase Trail	Shreveport	LA	71129	903-691-0663
Monnerjahn, Stephen M		652 Oak St	Bridge City	LA	70094	504-915-7452
Rock, Alton L		39124 Driftwood Crossing Ct	Gonzales	LA	70737	225-413-5046
Rodriguez, David A		6362 HWY 371	Coushatta	LA	71019	318-331-1788
Verrette, Davis A		1001 Linwood Av	Metairie	LA	70003	504-915-4230
Aguilar, Ivan D		142 Autumn St Unit D	Agawam	MA	01001	413-896-9766
Alepidis, Evstratios N	Strati Tools LLC	241 Middlesex Turnpike	Burlington	MA	01803	781-910-0941
Alexander, Paul M		19 Richardson Road	Hudson	MA	01749	508-889-2666
Allen, Robert G		188 River St.	Bernardston	MA	01337	413-218-8640
Almeida, Edmund P		72 Church St	Wilmington	MA	01887	617-688-8663
Andrade, Joshua R	AJ Tools Inc	15 Dighton Av	Taunton	MA	02780	774-263-5400
Berthiaume, Brian G		4 Brian Av	Webster	MA	01570	508-981-3685
Berthiaume, Kenneth M		11 Indian Ln	Webster	MA	01570	508-328-8760
Berthiaume, Mark D		PO Box 1473	Dudley	MA	01571	774-230-4196
Bono, Steven F		95 Charles St	Whitman	MA	02382	781-353-1544
Brennan, Joseph	JB TOOLS, LLC	10 Bare Hill Rd	Groveland	MA	01834	781-953-9554
Cassidy, William P		197 Worcester Road	Princeton	MA	01541	508-335-6344
Clifford, Shaun		12 Hillside Road	Hudson	MA	01749	508-958-6467
Cook, Thomas		83 Robinson Av	Attleboro	MA	02703	508-922-8125
Couto, Matthew R		38 Squire Ln	Taunton	MA	02780	508-989-4071
Cram Jr, Robert F		85 Peter Blossom Ln	West Barnstable	MA	02668	774-836-0828
Crampton, Kevin M		201 Wheeler St	Methuen	MA	01844	978-729-7677
Dean, David		350 Flagg St	Bridgewater	MA	02324	508-559-4571
Debernardi, Donald		50 Wimbledon Circle	Waltham	MA	02454	781-953-4432
Dennen, Richard A		98 New St	Rehobeth	MA	02769	401-529-7775

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Desjarlais, James M		10A Jasmine Road	Medway	MA	02053	508-254-5045
Destroismaison, Jason	Destroismaison Tool Company, Inc.	67 Crawford St.	Lowell	MA	01854	603-809-2970
Dwyer, Jameson C		1488 Main St	Hanson	MA	02341	508-942-7712
Ekmalian Jr, James G		355 Trafton Rd	Springfield	MA	01108	413-221-5518
Fales, Stephen R		516 Boxford Road	Bradford	MA	01835	508-662-7250
Fifty, Charles J		4 Stone Hill Drive	Ipswich	MA	01938	617-962-2235
Gibbons, Michael J	Gibbons Tools & Equipment, Inc.	1 Michaels Road	Lynn Field	MA	01940	617-908-2859
Gilroy, Todd M		200 Central Turnpike	Sutton	MA	01590	508-561-9362
Greene, Albert		15 Joshua Rd	Wrentham	MA	02093	508-384-3103
Guerriero, William F	DBG Inc.	25 Stacy Ln	Hanover	MA	02339	617-719-5342
Hatzigiannis, Dimosthenis P	MAEM, INC.	9 Cypress Rd	Medford	MA	02155	857-205-0920
Hopkins, Michael E	MEH Tools, Inc.	1562 Sassquin Av	New Bedford	MA	02745	508-728-8748
Hourin, Michael J	MH-1, Inc.	15 Hickory Rd	Braintree	MA	02184	781-727-4876
Jackson, Joseph D		858 Williams St.	N. Dighton	MA	02764	508-958-5948
Jannette, Joseph J		17 Bullard Road	North Brookfield	MA	01535	508-426-9525
Jaques, Jeffrey F		19 Wetherell St	Newton	MA	02464	781-953-5308
Jeziarski, James S		576 School St	Webster	MA	01570	508-864-9300
Knop, Gary B	Gary Knop Inc	20 Fallon Road	Eastham	MA	02642	774-722-3196
Lafreniere, Anthony		48 Green Dr	N Attleboro	MA	02760	508-958-4067
Langlais, Matthew I		9 Lincoln Road	Peabody	MA	01960	978-979-0048
LeBlanc, Stephen G		154 Farnsworth Road	Templeton	MA	01468	978-808-6626
Lewis, David C		49 Oceanside Drive	Hull	MA	02045	617-504-4359
Li, Jian D		257 Newbury Av	Quincy	MA	02171	857-891-3870
Marek, Anthony D		12 Keene St	Stoneham	MA	02180	781-844-1150
Matias, Carlos R	CM Tools & Equipment, LLC	17 Birchfield St	Fairhaven	MA	02719	508-962-9904
McCracken, Jeffrey J		16 Berrihill Circle	E. Falmouth	MA	02536	774-392-0373
McGurr, Charles F		92 Bay Road	Norton	MA	02766	508-400-3698
McNeil, John S		16 Wellington St	Braintree	MA	02184	781-953-5306
Moran, Robert J		10 A St	Reading	MA	01867	781-858-4716
Murphy, Michael A		8 Azalea Drive	Plainville	MA	02762	401-209-0189
Paul, Brian D		3 Cherry Road	Beverly	MA	01915	978-407-2621
Picard, Aaron M	AMP Services Corporation	32 Stony Brook Road	Weston	MA	02493	781-697-6015
Pickett, Stephen H	Pic's Tool & Supply, Inc.	22 Aspen St	Brockton	MA	02302	508-272-2131
Pontes, Steven		138 Forest St	North Dighton	MA	02764	508-958-4887
Randall, Richard D	RICK RANDALL ENTERPRISES, INC.	84 Main St	Walpole	MA	02081	774-254-7607

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Sermos, Evan K		6 Carriage Hill Road	Andover	MA	01810	617-719-8665
Shangraw, Scott Maxwell		20 Middle St	Attleboro	MA	02703	508-958-5976
Snay, Brian A		114 Packard Hill Rd	Ashburnham	MA	01430	978-549-4618
St Mary, Mike	ST. MARY ENTERPRISE LLC	284 Hillside Rd	Westfield	MA	01085	413-531-8130
Stanton, William		125 Cross St	Norwell	MA	02061	781-844-1159
Stickney, Douglas P		888 Haverhill St	Rowley	MA	01969	978-852-1685
Szydlik, Thomas T	TTS, Inc.	15 McGuire Rd	Sutton	MA	01590	508-769-9960
Taddeo, Jeremy A	JTADDEO.LIMITED COMPANY	6 Webb Brook Rd.	Billerica	MA	01821	978-930-2405
Tancreti, William J		20 Bow St	Woburn	MA	01801	978-944-2724
Tortora, Steven		60 Bellevista Av	Mansfield	MA	02048	508-294-3365
Tubbs, Michael D	Southcoast Tools, Inc.	43 Myricks St	Lakeville	MA	02347	860-857-6774
Urban, John F		290 Dunstable Road	N Chelmsford	MA	01863	978-502-5638
Wallace, James J	JW Tools, Inc.	#2 Sunset Av	North Reading	MA	01864	781-858-4827
Walter, Jeffery M		30 Scott Rd	Lanesboro	MA	01237	413-358-3054
Young, Dave H		6 Russell Ln	Easthampton	MA	01027	413-531-6866
Akerboom, Paul J		625 Camelot Dr	Bel Air	MD	21015	443-813-1820
Anchor, Brian M	ANCHOR TOOL COMPANY, INC	17780 Old Frederick Rd	Mount Airy	MD	21771	301-399-8326
Anders, Ronald Carroll		3565 Ady Rd	St	MD	21154	410-459-4630
Austin, Brian B		630 Governor Bridge Road	Davidsonville	MD	21035	410-507-4513
Babkoff, Ronald W	T & R B Enterprises, Inc.	11318 Daysville Road	Frederick	MD	21701	240-215-7521
Baumann, Robert E **	BAUMANN TOOLS LLC	3703 Nile Rd	Davidsonville	MD	21035	410-271-0033
Bell, Michael D	Bell Duo, INC	12441 Derek Pl	Waldorf	MD	20602	301-219-8992
Bell, Richard A	TOOL DOCTOR OF RIDGELY LLC	24482 Reed Ct	Ridgely	MD	21660	410-924-4409
Bender Jr, Berwyn G	Bender Tools, Inc.	8006 Bellhaven Av	Pasadena	MD	21122	443-463-6179
Bowman, Patrick A	Patrick Bowman, Sr. Enterprise	9787 McKinstry Mill Rd.	New Windsor	MD	21776	240-315-2937
Bramble III, Charles E	Bramble Enterprises Inc	109 New Jersey Ave NW	Glen Burnie	MD	21061	443-336-3338
Buttrey, Choya R	Buttrey Tools, Inc.	2711 Lock Haven Dr	Ijamsville	MD	21754	240-832-9448
Care, Ronald S		100 Tarks Ln	Severna Park	MD	21146	301-573-3457
Coe, David M		18807 Manor Church Road	Boonsboro	MD	21713	240-520-2666
Cox, Tyrone **		3212 St Marys View Rd	Accokeek	MD	20607	804-852-9260
Crotty Sr, Keith W	KC Tools, Inc.	22 Austin Way	Centreville	MD	21617	240-882-4807
Curtis, Matthew R		1973 Long Corner Road	Mt. Airy	MD	21771	240-286-2710
Dicke, Philip J	Phil D Enterprises LLC	10515 Windlass Run Rd	Baltimore	MD	21220	443-677-3431
Dimig, John Marles	Jay Dimig Inc	6765 Cortina Drive	Highland	MD	20777	240-277-9145
Dimig, John W		6723 Woodridge Rd	New Market	MD	21774	301-639-9817

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Franchisees as of December 31, 2016

Individual Franchisee or Principal Owner	Franchisee Entity	Address	City	State	Zip	Phone
Dodd, James B		10030 Pearson Road	Denton	MD	21629	410-310-6210
Dorsey, Michael A	Dorsey Enterprises, Inc.	926 Grandin Av	Rockville	MD	20851	301-461-0403
Felix, Cory A		304 Prettyman Dr	Rockville	MD	20850	240-372-0277
Gifford, Michael L		18909 Middletown Rd	Parkton	MD	21120	443-823-0111
Graham, William F		2050 Hopewell Rd	Port Deposit	MD	21904	484-256-2156
Griffey, Joey L	Griffey Tools, Inc.	1197 Ramblewood Drive	Annapolis	MD	21409	410-693-3155
Hacunda, Paul E		5109 Old National Pike	Frederick	MD	21702	240-409-1851
Hann, Alan T		2435 Gibson Road	Forest Hill	MD	21050	443-865-1660
Heineman, Stephen J		7000 Connection Rd	Kingsville	MD	21087	410-977-8405
Hogan, Robert K	Robert K. Hogan Ent. Inc.	2192 Hallmark Ct	Gambrills	MD	21054	443-336-0112
Holsworth, Michael C		120 Llewellyn Ln	Huntingtown	MD	20639	410-808-4032
Hurlock Jr, Kenneth L	TOOLMAN, INC	5533 Lecompte Rd	Rhodesdale	MD	21659	410-726-8665
Kennard, Stephen D		86 Red Fox Dr	Elkton	MD	21921	610-656-4874
Knowlton, Peter J	Knowlton Enterprises, Inc.	710 Governor Bridge Road	Davidsonville	MD	21035	301-440-0177
LaBelle, Noah D		25281 Goldsboro Rd	Henderson	MD	21640	443-786-0838
Laychak Jr, John J		48043 Post Oak Road	Saint Inigoes	MD	20684	410-610-3457
Lyvers, Matthew Wayne	A & W Tools & Equipment, Inc.	5345 Long Beach Rd	St Leonard	MD	20685	410-610-4428
Martin, Dean A		12029 Stevens Av	Smithsburg	MD	21783	301-491-1168
McBride, David M		6643 Lakeridge Rd	New Market	MD	21774	443-845-1080
McIntire, Bud		48 Topeka Rd	Conowingo	MD	21918	410-937-1624
McQueeney, Hugh F	Tool It Up Inc.	12482 Barnard Way	West Friendship	MD	21794	301-367-8055
Moser Jr, Leo H	JBM Tools Inc	7513 Sparrows Point Blvd	Baltimore	MD	21219	410-977-8421
Moser Jr, Leo H	L & M Tools Inc	7513 Sparrows Point Blvd	Baltimore	MD	21219	410-977-8421
Mueller, Louis J		404 Braxton Ct	Joppa	MD	21085	443-910-1123
Murphy Jr, Michael W		7840 Shore Drive	Preston	MD	21655	410-829-3400
Myers, Jon E		28281 Clarksburg Road	Damascus	MD	20872	301-943-2492
Powell, David M		20040 Landis Rd	Hagerstown	MD	21740	301-991-4605
Prkna, Michael K		72 Yew Road	Baltimore	MD	21221	410-251-2911
Redlack, Robert E		12927 Meadow View Dr	Darnestown	MD	20878	301-922-8665
Ritchie, Berlin R		116 E Deer Park Ln	Gaihersburg	MD	20877	240-388-0597
Rucker, Brian A	Brian's Mess, Inc	5791 Alfran Dr	Mt Airy	MD	21771	301-704-7318
Ruff, Eric S		2068 Lakegrove Ln	Crofton	MD	21114	443-336-9790
Ryan Jr, John F		105 Ednor Road	Silver Spring	MD	20905	301-370-8138
Ryan, Robert J	Ryan Tools, Inc.	3220 Hayloft Ct	Woodbine	MD	21797	301-674-1698
Scrivener, Jeffrey M	A.L.I., Inc.	969 Chestnut Manor Ct	Chestnut Hill Cove	MD	21226	410-977-8017

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Franchisees as of December 31, 2016

Individual Franchisee or Principal Owner	Franchisee Entity	Address	City	State	Zip	Phone
Sensenbaugh, Darryl G		437 S Edgewood Drive	Hagerstown	MD	21740	240-675-8179
Simms Jr, James E		4020 Cassell Blvd	Prince Frederick	MD	20678	443-624-0135
Simms, Christopher A		3171 Adelina Rd	Prince Frederick	MD	20678	301-326-7073
Smith, Jonathan David		18 Steamboat Landing Lane	Warwick	MD	21912	302-218-1746
Smith, Phillip J	Beacon Tool, Inc.	1428 Bay Head Rd	Annapolis	MD	21401	410-570-8283
Solis, Pastor A	LT Solis Ventures, LLC	5405 Abington Dr	Eldersburge	MD	21784	443-605-3737
Stanley, Shaun		1150 Bloom Road	Westminster	MD	21157	443-375-8977
Stewart, Franklin R	F STEWART ENTERPRISES INC	22824 Jefferson Blvd	Smithsburg	MD	21783	301-473-1472
Strength, Kevin L	Strength Enterprises, Inc	3226 Art Hall Ln	Pasadena	MD	21122	240-417-6450
Stroud, Michael W		27127 Erin Drive	Mechanicsville	MD	20659	301-481-8517
Tallman, Eric N		10217 Owen Brown Rd	Columbia	MD	21044	410-964-5458
Thompson, Derrick R	D. T. TOOLS, INC.	12014 Neale Sound Drive	Cobb Island	MD	20625	301-848-4004
Uebel, Richard C	R U SNAPPY LLC	4301 Spring Av	Halethorpe	MD	21227	443-677-6331
Unkart, John B	J B & U, Inc.	6926 River Drive Road	Baltimore	MD	21219	443-867-6764
Wade, Keven Carter		12929 Woodburn Drive	Hagerstown	MD	21742	301-988-6102
Webb, David E	DAVID WEBB CORPORATION	5584 Jollie Drive	Frederick	MD	21702	240-405-6127
Weber, Michael F		4328 Gilmer Ct	Belcamp	MD	21017	443-243-1549
Yatchyshyn, Dean		631 N. Mechanic St	Cumberland	MD	21502	301-724-8794
Youngblood, Nathan D		14909 Paradise St	Frostburg	MD	21532	240-362-8665
Baker, William E		123 Bayside WeSt	Owls Head	ME	04854	207-323-3366
Beal, Michael R		1191 Indian River Rd	Addison	ME	04606	207-598-8210
Beaulieu, Brian M		28 Heath Road	Saco	ME	04072	207-423-2376
Crandall, Calvin T		498 Ridge Road	Oakfield	ME	04763	207-532-0361
DeLapp, David S		736 Ross Corner Road	Shapleigh	ME	04076	207-590-5207
Dunn, Richard J	R.J. Dunn, Inc.	665 Wings Mills Rd	Mt Vernon	ME	04352	207-592-2651
Farmer, Theodore C	TED THE TOOL MAN, INC.	74 Thorne Road	Sullivan	ME	04664	207-610-4344
Hersom, Troy K		967 Cross Point Rd	Edgecomb	ME	04556	207-837-3584
Johnson, Gregory D		19 Hutchins St	Saco	ME	04072	207-284-3943
Krim, William J	KRIMCO, LLC	341 Main St	Fryaburg	ME	04037	207-739-9412
Meredith, Jimmy D	TOOL ME, LLC	32 Glen Haven Rd WeSt	Portland	ME	04102	207-841-3901
Parlee, Derek H	PEA COVE, INC.	45 Southgate Road	Old Town	ME	04468	207-735-8155
Parlin Jr, Stanton W		182 Vienna Road	New Sharon	ME	04955	207-491-1475
Pedersen, Karl D		617 Whitefield Rd	Pittston	ME	04345	207-215-3005
Reera, Robert Joseph	Happy Snappy, Inc.	18 Maple Av	Freeport	ME	04032	603-998-6013
Richards, Franklin W		63 Charles Dr	Holden	ME	04429	207-852-1511

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Individual Franchisee or Principal Owner	Franchisee Entity	Address	City	State	Zip	Phone
St Peter, Aaron R		516 Lambert Road	Brewer	ME	04412	207-478-9847
Wilson, Barry A	Wilson & Son Tool Co. Inc	77 Sandbar Road	Windham	ME	04062	207-632-4023
Wood, Jeffrey A		54 Clark Rd	Glenburn	ME	04401	207-852-3727
Young, Preston I		570 Bog Road	Vassellboro	ME	04989	207-861-2550
Abner, Jeffrey W	JACK TOOLS & EQUIPMENT, LLC	8780 McCain Rd	Parma	MI	49269	517-937-4492
Annis Jr, James L	Jim Annis Tools LC	6632 E. Richplain Dr	Richland	MI	49083	269-207-4208
Auld, James D		27829 Marilyn	Warren	MI	48093	586-202-8913
Behm, James M		P. O. Box 2228	Riverview	MI	48193	734-552-8822
Bizzocchi, Danny P		16325 Millar Rd	Clinton Twp	MI	48036	313-732-5000
Blanchard, Nolan E	NB TOOLS, LLC	5705 Wallaker Rd	Benzonia	MI	49616	616-610-6392
Browning, Wayne V	Lakeside Co., LLC	25942 Dutch Settlement	Dowagiac	MI	49047	269-462-0058
Brykalski, Joseph C		1028 Arbroak Way	Lake Orion	MI	48362	248-408-5102
Cassavoy, William J		350 Beverly Drive	Harrison	MI	48625	989-429-0740
Chapman, Jason W	CHAPMAN TOOLS, LLC	2551 Lake Drive SE	East Grand Rapids	MI	49506	616-889-2054
Ciochetto, Terese M	J T Motor Sport, Inc.	850 Tonys Ln	Ishpeming	MI	49849	906-458-4109
Cole, Eric Todd		3507 S 35 th Mile Road	Cadillac	MI	49601	231-878-0455
Cousino, Kent W		8673 Mary Meadows	Temperance	MI	48182	419-367-5498
DeLeon, Bert C	BERTMAN TOOLS, LLC	14341 Jeepers Ridge	Greenville	MI	48838	616-835-1533
Denton, Cliff	Cliffco Corporation	5983 Cole Dr.	Traverse City	MI	49685	231-357-5575
Derderian, Ronald	R & D Tools, Inc.	7018 Vernon St	Dearborn Hts	MI	48127	313-310-5293
Fenby, Gerald W	Fenby Tools LLC	2114 Meadowlawn	Holt	MI	48842	517-214-1217
Fluty, Joseph L	Joe Fluty LLC	6245 Hess Road	Saginaw	MI	48601	989-992-1757
Gehrig, Thomas	T & M Tools LLC	14278 Keiber Rd	Greenville	MI	48838	616-292-5726
Good, David E		821 Oberlin Rd	Gladwin	MI	48624	989-205-2023
Grattan, Kevin M		4483 Egner	Cedar Springs	MI	49319	616-889-1959
Harding, Michael P		37909 Sunnybrook St	Harrison Township	MI	48045	586-980-7630
Hartsuff, Thomas Eugene		9778 Coleman Rd	Haslett	MI	48840	517-719-5442
Hartsuff, William G	Bill and Jeanne's Tools, LLC	10826 Kingsland	Eaton Rapids	MI	48827	517-202-7412
Healy, Larry V		12409 E Bristol Rd	Davison	MI	48423	810-444-6803
Helder, David Lee		0-186 Jackson St Sw	Grandville	MI	49418	616-437-2831
Hendrick, Chad S	Hendrick Tools LLC	4300 3 Mile Road	Grand Rapids	MI	49525	616-366-5280
Heverly, Donald E	Don's Quality Tools, LLC	6387 Porter Road	Grand Blanc	MI	48439	810-250-1791
Hillier, Gary S	G & G Tools, LLC	50785 Cedargrove St.	Shelby Township	MI	48317	586-668-5462
Holton, Randy Ray		16681 152 nd Av	Spring Lake	MI	49456	616-638-2222
Johnson, William O	J&A Tools Inc.	14290 McCaslin Lake Rd	Linden	MI	48451	810-516-2538

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Kautz, Dennis Michael		136 North Black River Road	Croswell	MI	48422	810-404-2973
Keillor, Michael		1418 Nelson	Whitehall	MI	49461	231-750-0634
Kliemann, James M	J & S TOOLS, LLC	413 Michigan Av	Berrien Springs	MI	49103	269-357-4554
Lawler, David A	D & B Tools, Inc.	11008 Adams Dr	Clinton	MI	49236	734-478-8286
Lehnert, Kurt T	K.L. Tools, LLC	9503 Jack Pine Drive	West Olive	MI	49460	616-218-8875
Lenning, Michael W		2764 North Harrison Av	Harrison	MI	48625	989-339-6066
London, David J		607 E Sleights Rd	Traverse City	MI	49686	231-620-3862
Lorey, William	WSL TOOL INC.	15165 S. Seymour	Linden	MI	48451	810-515-6381
Lute, Richard John	R & K Tools, Inc.	781 E Harrison	Alma	MI	48801	989-330-2299
Macewen, Ernest W	Ernest W Macewen, LLC	PO Box 414	South Rockwood	MI	48179	313-550-2491
Macewen, Ernest W	MTM Tools, LLC	PO Box 414	South Rockwood	MI	48179	313-550-2491
Macewen, Ernest W	LKM Tools, LLC	PO Box 414	South Rockwood	MI	48179	313-550-2491
Magyar, Gary M	RYEL TOOLS, LLC	47755 Royal Pointe Dr	Canton	MI	48187	734-732-1457
Mahoney, Anthony C		914 Capital S.W.	Battle Creek	MI	49015	269-579-8910
Mandigo, Vaughn D		66200 Meyers Rd	Sturgis	MI	49091	616-251-1086
Marion, Michael J		73619 Dequindre	Leonard	MI	48367	810-614-2071
Martin, Thomas R		749 Patricia Ln	Alger	MI	48610	989-915-7059
Martz, Travis P	TM Tools, LLC	2771 Baylor Pond Ct.	Hudsonville	MI	49426	616-881-1620
Mayo, Allen L	Superior Tools, LLC	5000 Fruit Ridge Avenue NW	Grand Rapids	MI	49544	616-560-9780
McCarter, James M		286 Schoolcraft St	Auburn Hills	MI	48326	810-358-5204
McCray, David W		1222 S Magruder	Shepherd	MI	48883	989-429-7736
Metzger, Brian J	METZGER INC.	3305 Baum Rd	Augres	MI	48703	989-751-5734
Moening, Mark E	M & J Tool LLC	16220 Quarkertown Ln	Livonia	MI	48154	734-620-1980
Mosher, William H		9243 Beard Rd	Laingsburg	MI	48848	517-202-9373
Mossman, Lance		3233 N. Irish Rd	Davison	MI	48423	810-964-7446
Murphy, Thomas J	Murphy Tool Company LLC	2612 Trillium Hills Dr	Commerce Township	MI	48382	248-320-7024
Natrass, Michael B		13735 Spruce St	Southgate	MI	48195	313-670-6408
Nichols, John A		1840 West River Road	Niles	MI	49120	574-274-2600
Ozolins, Erik H	TOOLWORX, LLC	682 8th Av	Byron Center	MI	49315	616-914-4117
Parlberg, Patrick A		1330 S 2nd Av	Alpena	MI	49707	989-321-1548
Parshall, Jeffrey A		655 Hamman Rd	Reading	MI	49274	517-227-0838
Perpich, Michael T	Perpich Capital Group, Inc.	508 North Boyd St	Fife Lake	MI	49633	231-392-6757
Perpich, Thomas Micheal	PERP CO.	790 N Eckhardt Rd	Central Lake	MI	49622	231-313-0850
Pyke, Don H		58633 Christopher Rd	Ray Twp	MI	48096	586-855-1252
Quinn, John A	Johnny's TNT, LLC	8778 Schroeder Rd PO Box 234	Ottawa Lake	MI	49267	419-392-8665

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Raad, John L	John L. Raad, LLC	17374 Millar	Clinton Township	MI	48036	586-615-2315
Raad, John S		17374 Millar	Clinton Twp	MI	48036	586-405-1668
Rizzolo, Matt L		23344 Co Rd 375	Mattawan	MI	49071	269-998-2464
Rosema, Russell J		1035 E 98th St	Grant	MI	49327	616-893-1283
Scofield, Robert Alan	S&S Tool Sales, LLC	6710 Gran Via	Rockford	MI	49341	517-317-3462
Seeley, Bryce D	Bryce Seeley, Inc.	6499 West Lake	Elmira	MI	49730	989-370-0515
Shreve, Douglas J		14720 21 Mile Rd	Marshall	MI	49068	269-317-7421
Sigmann, Edward C	SIGMANN TOOLS	6398 E Holly Road	Holly	MI	48422	248-310-1814
Smalley, Aaron C	SMALLEY TOOLS, INC.	3551 Priemer Road	Ubyly	MI	48475	989-395-0016
Snyder, Daniel		8748 Eastern SE	Byron Center	MI	49315	616-291-2817
Soss, Bryan W		24010 Meadowbrook Rd.	Novi	MI	48375	419-376-4077
Spainhower, Terry Lee		11365 O'Dell Road	Linden	MI	48451	810-459-2988
Stach, Robert J	RS Tools No 2 LLC	16664 Whitby	Livonia	MI	48154	734-637-1429
Stacy, Dennis P		5135 Green Arbor PO Box 502	Genesee	MI	48437	810-516-7991
Swendsen, Robert		5011 Paula	Clarkston	MI	48346	313-300-7035
Taylor, Todd		2541 N Lake Pleasant Rd	Hillsdale	MI	49242	517-320-0032
Timmers, William L	B & L Tools, LLC	4280 Three Mile Rd NE	Grand Rapids	MI	49525	616-437-6639
Trevas, Kenneth B	TREVAS TOOL COMPANY, LLC	6337 Argentine Rd	Howell	MI	48855	517-404-8716
Vinette, Thomas B		37181 Kelly	Clinton Township	MI	48036	313-815-5417
Wilcome, David K		29580 Old North River Rd	Harrison Township	MI	48045	313-570-8935
Williams, David E		20879 W Burt Rd	Brant	MI	48614	810-240-8604
Woods, Robert B		4217 Phillips	Metamora	MI	48455	810-691-5033
Yurkovich, David Donald		29331 Tamarack	Flat Rock	MI	48134	734-231-2586
Abraham, Eric A		19670 Orchid St NW	Oak Grove	MN	55303	612-816-4327
Alfords, Tim S		27933 112th St	Zimmerman	MN	55398	763-300-8584
Brambrink, Joseph M		209 4th Avenue NW	Hayfield	MN	55940	952-797-6966
Carbone, Steven D		6647 Crackleberry Ct	Woodbury	MN	55129	651-503-1452
Carson, John M	CARSON ENTERPRISES, LLC	755 Woodview Lane SW	Oronoco	MN	55960	507-261-2066
Couch, Gary G	Tool Doctor Inc.	11401 Stoneridge Cir	Dayton	MN	55327	612-386-3013
Demars, Jason E		1021 Powell St North	Big Lake	MN	55309	612-203-3626
Dobesh, Robb P		8609 Trista Lane E	St Bonifacius	MN	55375	612-701-0003
Doyle, Jeffrey T		13619 - 279th Ave NW	Zimmerman	MN	55398	763-250-0255
Ekhoff, Timothy M <i>Deceased</i>		10117 46th St. NE	St. Michael	MN	55376	612-718-7028
Eng, Gary R	Credit River Tools LLC	7221 169th St EaSt	Prior Lake	MN	55372	612-250-1903
Erickson, Steve C		13186 Woodcock Blvd	Spicer	MN	56288	320-979-1767

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Field, James P		21770 Wagon Wheel Trail	Lakeville	MN	55044	612-860-5189
Gerlach, Gerry		3910 6th St. So.	Moorhead	MN	56560	218-929-7053
Guldenaar, Russell E		1818 243rd Ave N.W.	St. Francis	MN	55070	763-300-9398
Haney, James M	JMH TOOLS, LLC	7135 Lower 170th Court W	Rosemount	MN	55068	651-755-0826
Hanson, William J	MINNESOTA VALLEY TOOLS, INC.	349 E Schlieman Av	Appleton	MN	56208	320-297-0768
Highet, Jamie C		1919 1st St NW	Rochester	MN	55901	507-398-9628
Hinck, Caleb R	Hinck Enterprises, LLC	2324 Co Rd 102 NE	Eyota	MN	55934	507-273-7277
Hoffmann, Donald J		40 Thomson Rd	Esko	MN	55733	218-393-0083
Hokanson, Mark P	MPH Tools, LLC	1114 Park Lane PO Box 7	Sauk Centre	MN	56378	320-429-5107
Jennen, Jerome M		17628 250th St	Fergus Falls	MN	56537	218-639-0901
Johnson, Rodney K	CCAC LLC	14174 65th St So.	Hastings	MN	55033	612-386-7432
Judd, Anthony K		4132 Hidden Pond Trail NE	Prior Lake	MN	55372	612-578-4656
Kalina, Neal E		10465 275th Av	Lowry	MN	56349	320-815-4149
Larson, Philip W		20221 510th Av	Minnesota Lake	MN	56068	612-282-4186
Matson, Thomas R	Matson Holdings, Inc.	3908 County Rd 30	Waverly	MN	55390	952-457-9976
McAfee, James P		16468 2nd St N	Lakeland	MN	55043	651-303-8649
McIntyre, Aaron J	RAM TOOLS, LLC	13155 Martin St NW	Coon Rapids	MN	55448	612-306-2767
Millar, Jeffrey L		38858 265th St SW	Fisher	MN	56723	218-779-3522
Miller, Corey R		38305 County 4 Rd	Lake George	MN	56458	218-308-3674
Miller, Paul R		39177 190th St	Green Isle	MN	55338	612-756-4556
Miller, Wade C		974 135th St SW	Pillager	MN	56473	612-518-9990
Moes, Shawn M		59706 205th St	Litchfield	MN	55355	612-720-3551
Motschenbacher, Brent J		17945 330th Av	Detroit Lakes	MN	56501	218-849-1470
Nelson, Scott A		4300 Tonkawood Road	Minnetonka	MN	55345	612-581-4252
Nichols, Mark A	NICKOLS TOOLS, INC.	2666 English St	Maplewood	MN	55109	651-983-0969
Nilles, John C		1526 221StSt	Ruthton	MN	56170	605-690-4306
O'Connor, Mark R		17325 Killarney Av	Prior Lake	MN	55372	612-718-9506
Preese, Sean D		2204 Garfield St.	Minneapolis	MN	55418	612-237-6816
Quarnstrom, Dean A		7090 330th Tr	Stacy	MN	55079	763-219-3828
Radecki, Rick W		7217 Cartisian Ave N	Brooklyn Park	MN	55428	612-701-7627
Sherman, Thomas W	Sherm's Tools Inc.	25835 Tucker Road	Rogers	MN	55374	612-232-2460
Sippel, Jay D		4459 230th Lane NW	Saint Francis	MN	55070	651-815-5109
Staebler, Andrew J	STAEBLER ENTERPRISES, LLC	416 Victoria St	Fairmont	MN	56031	507-236-6375
Stahl, Michael J		10523 Chestnut Cr	Champlin	MN	55316	612-408-2430
Stein, Jeffrey G		670 Benton St	Anoka	MN	55303	763-442-9457

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Stevens, Kevin L		1242 Granite Ct	Shakopee	MN	55379	952-212-9924
Tarrence, Joshua L		513 Red Apple Drive	La Crescent	MN	55947	507-459-4310
Verhelst, Gregory J		360 6th St	Lafayette	MN	56054	507-829-0340
Walby, Timm A		11808 Zion St NW	Coon Rapids	MN	55433	763-370-3047
Wallner, Jessica A	Jessica Wallner, LLC	25475 Panama Av	Webster	MN	55088	952-686-3269
Wolf, Bradley J	B.J.W. Trucking, Inc.	2014 Meadow St	Cologne	MN	55322	952-913-2793
Zimmerman, Joel H		311 Minnesota St EaSt	Cannon Falls	MN	55009	651-491-8320
Bates, Robert L	RKB HOLDINGS, INC.	2730 Glenstone Ct	Imperial	MO	63052	314-750-8143
Becerra, Brenton M		5109 Frederick Av	St Joseph	MO	64506	816-244-0152
Bench, Brian L		807 Soest Rd	Rolla	MO	65401	573-694-6853
Boswell, Mark D	BOSWELL TOOLS LLC	6965 North Farm Road 155	Springfield	MO	65803	417-597-1537
Breckle, Bobby E		8425 Hilltop Drive	Cedar Hill	MO	63016	314-478-6557
Brown, Daryl R		1770 Derhake Road	Florissant	MO	63033	314-952-2774
Brundage, Gregory P	GBTC, LLC	10714 North Farm Road 141	Brighton	MO	65617	417-353-2477
Bush, Joseph V		8625 Hoover Rd	Platte City	MO	64079	816-529-2974
Chambers, Adam M		3112 E Alpine Dr	Springfield	MO	65804	417-987-4727
Cobb, Daniel C		317 HWY JJ	High Hill	MO	63350	636-359-1945
Cole, Jeffrey D		815 East 33rd St	Joplin	MO	64804	417-437-7905
Crider, Mark A	Crider Tools, LLC	134 Willow Creek Rd	Union	MO	63084	636-584-3248
Cullen, Michael A	MAC CULLEN TOOLS LLC	13363 Winter Green Estates	Fenton	MO	63026	618-401-4663
Cunningham, Todd A		185 Tonya St	Jackson	MO	63755	573-803-7134
Dale, Jonathan M	JONATHAN M DALE TOOLS, LLC	8305 NE 115th St	Kansas City	MO	64157	816-898-5134
Dancy, Travis J	HMB AND TOOLS LLC	494 Garnet Rd	Ozark	MO	65721	417-827-0228
Dannenmueller, Nathan E		22965 Lakeside Hills	Warrenton	MO	63383	636-544-4102
Davis, Jeremiah J		3150 Stone Road	Columbia	MO	65203	636-795-9344
Dietiker, John M	JMD TOOL SERVICE LLC	2821 South 18th St	St. Louis	MO	63118	314-873-8980
Elliott, Michael L	Mike Elliott, Inc.	P.O. Box 274	Potosi	MO	63664	314-369-5716
Gibson, Matthew D	Mathew Gibson Inc.	10040 Meadowbrook Ct	Mineral Point	MO	63660	573-747-7686
Graf, Stephen C		12008 Old St Charles Rd	Bridgeton	MO	63044	314-099-2523
Guffey, Chad J		3333 Highway 24 WeSt	Huntsville	MO	65259	660-651-0786
Hanna, Mark D		10175 State Rt C	Savannah	MO	64485	816-390-2389
Hemme, Kent D	Kent Hemme Tool Sales, LLC	30709 E 38th St	Grain Valley	MO	64029	816-616-2580
Hoefer Jr, Wyman Y		2703 Luce St	Cape Girardeau	MO	63701	573-986-8788
Hubbard, Michael G		145 Royallpraire Ln	O Fallon	MO	63366	314-616-5550

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Franchisees as of December 31, 2016

Individual Franchisee or Principal Owner	Franchisee Entity	Address	City	State	Zip	Phone
Jennings, William A	ELITE TOOLS SALES AND SERVICE LLC	6085 Pasadena Ln	Granby	MO	64844	417-592-1489
Kleoppel, Randol R		5358 Gibson	Odessa	MO	64076	816-716-8308
Logan, Howard J		3 Pioneer Point Ct.	St Charles	MO	63303	314-616-2621
Long, Steven C	BD Tools, Inc.	9016 E 73rd St	Raytown	MO	64133	816-718-0399
Mann, Pearce R		1 El Caballo	Weldon Springs	MO	63304	314-795-2973
McVey, Robert L	ROBERT MCVEY TOOLS, LLC	25230 Highland School Rd	Boonville	MO	65233	660-537-2548
Metzen, Steven M	Steve's Tools, LLC	8118 N. Hickory	Columbia	MO	65202	573-881-0751
Moore, Bruce R		1464 Noche Ln	Fenton	MO	63026	314-971-1464
Moore, Jerry D		12650 E Remie Rd	Centralia	MO	65240	573-864-5797
Nekuda, Larry		1305 Dunwich	Liberty	MO	64068	816-792-2842
Nichols, Richard R	RDA Tool Company LLC	1817 Tisdale Drive	Boonville	MO	65233	660-620-1946
Pearcy, Brent J		18175 S. Old Route A	Hartsburg	MO	65039	573-690-9334
Plattenburg, Mark S		116 Country Brok Ct	Saint Charles	MO	63303	314-640-0121
Potter, Gary L	CJA Tools, LLC	2705 Westminister Dr	St. Charles	MO	63301	314-724-2424
Ritcheson, David B	D & S Tools LLC	204 J I Case St	Diamond	MO	64840	417-658-9409
Robison, Gregg D		8077 Varner Rd	Odessa	MO	64076	816-591-5875
Rogers, Stacy J		5574 Private Road 8272	West Plain	MO	65775	417-259-4635
Smith, Wade N		500 S. Hughes	Hamilton	MO	64644	816-649-8519
Stuehmeyer, Jonathan D		7247 Hwy N	O'fallon	MO	63366	636-293-0945
Taylor, Jeffrey L		13587 Grouse Ln	Lebanon	MO	65536	417-733-6895
Willoughby, Mark T	MTWillo LLC	3916 Blue Ridge Blvd	Independence	MO	64052	816-868-8309
Zach, Todd J	Big Guy Tools, LLC	10532 Concord School Rd.	St. Louis	MO	63128	314-583-7652
Berryman, Anthony R		10080 Green Forest Drive	Hernando	MS	38632	662-671-4351
Broadway, Cayce E		6050 Getwell Road	Hernando	MS	38632	901-674-5060
Davis, Joel V		4590 Plesant Hill Rd	Nesbit	MS	38651	901-461-1218
Forman, John F		2895 Jack Johnson Road	Terry	MS	39170	601-502-3333
Foster, James M		375 County Rd #805	Shannon	MS	38868	662-322-7452
Fricker, Donald S		Box 15 Hwy 7 North	Abbeville	MS	38601	662-816-8938
Green, Douglas G		25100 Rosedale Church Rd	Lucedale	MS	39452	228-219-2701
Hamilton, Jovin D	Jovin's Tools & Equipment, LLC	166 Courty Rd 2432	Guntown	MS	38849	662-322-7782
Hazel, Donald K	NWW, Inc.	116 Rd 1350	Tupelo	MS	38801	662-678-6085
Mire, James F		39 Green Wood Plantation Rd	Natchez	MS	39120	601-431-3799
Murray, Shelby D		800 Newit-Vick Dr	Vicksburg	MS	39180	601-218-0262
O'Quinn, Gregory		1203 Beinville St	Tupelo	MS	38801	662-790-4949

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Parker, Gary D	Parker Tools LLC	194 Burntbridge Rd	Ellisville	MS	39437	601-319-7627
Pritchett, Mark J		13331 Country Ln	Biloxi	MS	39532	228-697-2028
Saucier III, Larry E	LARRY SAUCIER ENTERPRISES, INC.	18326 Pineridge Trail	Saucier	MS	39574	228-365-6570
Strange, Robert G	Strange Tools and Equipment, LLC.	687 Golden Way	Cold Water	MS	38618	901-361-3605
Tolbert, Richard L		101 Albert St	Petal	MS	39465	601-307-7627
Toliver, Bradley B		1663 Deerwood Pl	Hernando	MS	38632	662-671-2490
Walls, Jerry Dale		1308 CR 178	Coila	MS	38923	662-299-0961
Watson, Jimmy E		418 Spike Ridge Rd	Canton	MS	39046	601-850-9528
West, George S	S&S TOOLS, INC	30 Asbury Dr	Starkville	MS	39759	731-514-3770
Wilson, Herschel W		873 County Road 373	Shannon	MS	38868	662-231-0216
Boltz, Mark E	ROCKY MOUNTAIN TOOL LLC	2941 Hansen Road	Butte	MT	59701	406-491-0352
Corbitt, Corey C	C & L Tools, Inc.	P.O. BOX 5327	Helena	MT	59604	406-422-6465
Ebert, Michael Sean	Ebert Tool Company	P.O. Box 1132	Great Falls	MT	59403	406-590-0440
Forseth, Eric B	EJT PROPERTIES, LLC	2934 Brookway Drive	Laurel	MT	59044	406-208-8554
Gregg, Joshua D		11 Fawn Drive	Great Falls	MT	59404	406-403-1900
Hazen, Travis D	Hazen Tools, LLC	108 East River Rock Road	Belgrade	MT	59714	406-600-6567
Jahner, Brian L	Jahner Tools, Inc.	5816 Jay Ln	Missoula	MT	59803	406-880-4423
Kohles, Scott L		184 Sun Prairie Road	Great Falls	MT	59404	406-564-5726
McGee, Chad D	MCGEE GADGETS, INC.	1512 Gaylord St	Butte	MT	59701	406-498-6722
Merrill, Kent		1645 Mullan Trail	Missoula	MT	59808	406-880-8665
Peasley, Dean R		240 9th St E, Apt 101	Kalispell	MT	59901	406-499-0303
Popp, Charlie T		2494 Kottas Ct	East Helena	MT	59635	406-459-0165
Rhodes, Joseph L		1721 Maurine St	Billings	MT	59105	406-670-9663
Simmons, Dustin M		311 Shelter Grove Circle	Bozeman	MT	59718	406-581-1576
Smith, Richard F		400 Mountain Lion Trail	Bozeman	MT	59718	406-581-1351
Stoddard, Edward W	BLUE SKY TOOLS, LLC	150 Larch Hill Drive	Columbia Falls	MT	59912	406-240-9548
Thomson, Greg		5920 Creek View	Shepard	MT	59079	406-672-8444
Youree Jr, Jimmie L	Youree Enterprises, Inc.	21 Lakeview Dr	Billings	MT	59105	406-670-4244
Barras, Glen A		5325 Marengo Circle	Charlotte	NC	28216	704-996-2101
Bonds, Benny D	S & B Tool Company, Inc.	5409 South New Hope Rd	Belmont	NC	28012	704-861-7777
Bonsignore, Kyle W	Bonsignore Performance Tools, Inc.	171 Tennessee Circle	Mooresville	NC	28117	704-780-0523
Brower, Christopher M		931 B South Main St. Box 121	Kernersville	NC	27284	336-215-8268
Cain, Kevin A		1776 Arbor Grove Church Rd	Purlear	NC	28665	336-927-5526
Cali, Gary		6305 Winter Spring Drive	Wake Forest	NC	27587	585-329-8665
Clough, Billy D	D & P Tools, Inc	155 Brookfield Dr.	Stokesdale	NC	27357	336-312-8743

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Individual Franchisee or Principal Owner	Franchisee Entity	Address	City	State	Zip	Phone
Corr, Mark S		302 Sherron Rd	Durham	NC	27703	919-971-6130
Daniel, William G		729 River Cottage Rd.	Edenton	NC	27932	434-532-9528
Davis, Robert L		2908 Waxhaw Indian Trail Rd S	Waxhaw	NC	28173	803-417-4317
Davis, Tony W		187 Raven Pine Cr.	Wilkesboro	NC	28697	828-964-1668
Dean, Joel A	J. DEAN TOOLS INC.	422 Bank St	Graham	NC	27253	336-343-8105
DiSalvo, David H		220 N. Harrison Place Ln	Fuquay Varina	NC	27526	919-753-5178
Ehresmann, Harrison M	H.M.E. Tools, Inc.	7408 Quail Woods Rd	Wilmington	NC	28411	910-512-4188
Eller, Jack G		565 Rom Eller Rd	Ferguson	NC	28624	828-200-5108
Enger, Corey D		5501 Whisper Creek Ln	Wilmington	NC	28409	919-306-0042
Farnsworth, John B	B & A Tool Company, Inc.	1649 Stone Pine Drive	Gastonia	NC	28056	704-718-8171
Farrell, Jeffrey Todd	Protech Tools, Inc.	5508 Deer Hunter Ct.	Garner	NC	27529	919-524-1812
Fennell, Paul K		5195 Colorado Rd	Bailey	NC	27807	252-292-8334
Foote, Richard D	R&D Tools Sales of NC, Inc.	9227 Harris Road	Oakboro	NC	28129	704-650-0590
Frye, Jason D	J.D. FRYE TOOLS, INC	341 Canterwood Drive	Mebane	NC	27302	336-391-8916
Gerhardt, Benjamin C		60 Lucky Leaf Ln	Murphy	NC	28906	404-408-7918
Green Jr, Peter	Snapperhead Tools, Inc.	3001 Idlewood Circle	Charlotte	NC	28209	704-578-6127
Green, Kyle M	LKN TOOLS, INC.	21010 Rio Oro Dr.	Cornelius	NC	28031	704-607-5301
Halterman, Thomas M	RCT Tools, Inc.	104 Horsemans Trail	Franklinton	NC	27525	919-795-4786
Hamm, Michael L		228 Stanford Rd PMB 159	Lincolnton	NC	28092	828-310-4170
Henderson, Darrel W		7624 Stony Hill Road	Wake Forest	NC	27587	919-610-9797
Hill, John B	Brad Hill Tools, LLC	849 Piney Grove Road	Deep Run	NC	28525	252-559-9330
Holland, Leland D	Kyloshcour Tools, INC.	255 Broom Sage Drive	Angier	NC	27501	919-608-1874
Huber, Timothy A	ROC TOOLS, LLC	5175 Elton Drive	Southport	NC	28461	919-477-2729
Inscore, Derek		2624 Speedway Rd	N. Wilkesboro	NC	28659	336-984-6192
Jackson, Ernest C		68 Old Hwy 20 Rd	Asheville	NC	28806	757-508-4915
Jackson, Phillip L	T.P.J. Tools Inc	68 Old Highway 20 Road	Asheville	NC	28806	828-230-3822
Jones, Dale E		110 W Pettie Shore Drive	Cofield	NC	27922	252-209-1044
Judge, Bryan J	JBUDGE, INC.	614 Heartwood Drive	Winnabow	NC	28479	843-826-1330
Kallam, Gregory J	Greg's Tool Sales, Inc.	3811 Madison Av	Greensboro	NC	27403	336-430-1414
Keim, Rick L	R & D Tools, Inc.	6053 Wiggins Mill Rd	Lucama	NC	27851	252-363-1222
Kies, Thomas L	Tarheel Tools, Inc.	585 Ambergate Place NW	Concord	NC	28027	704-488-3310
King, Dennis R		144 Starlight Ln	Maysville	NC	28555	910-389-7118
Klefeker, Gregory H	Sydbek Tools, Inc.	9805 Ten Ten Road	Raleigh	NC	27603	919-427-6253
Kritzman, Terry D	Kritzman, Inc.	4507 James Crossing Drive	Jamestown	NC	27282	336-601-6000
Leonard, Donald E		8460 Sandy Ln	Rocky Mount	NC	27803	252-904-1512

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Lindsey, Tony David		PO Box 658 113 West South	Littleton	NC	27850	252-326-2361
Messier, Norman J	NJM III, INC.	3218 Mountain Creek Drive	Sherrills Ford	NC	28673	860-450-9159
Monroe, James R	JRM Tools, LLC.	211 Falling Creek Dr	Advance	NC	27006	336-918-3893
Ore, James R	OREMAN ENTERPRISES, INC.	472 Amos Road	Madison	NC	27025	336-613-6592
Overman, Mark L		2368 David Baptist Church Rd	Kings Mountain	NC	28086	704-678-6006
Parsons, Donald W		209 Brewer Circle	East Bend	NC	27018	336-391-1384
Piszczor, Robert J	Piszczor Enterprises, Inc.	5200 Swisswood Dr	Raleigh	NC	27613	919-349-7522
Powell, Timothy H		227 OakGrove Cloverhill Ch Rd	Lawndale	NC	28090	828-429-4425
Price, Ricky L	Eastern Carolina Tool Connection Inc	209 Hughes Plantation Rd	Pollocksville	NC	28573	252-671-3328
Pruitt, Jeffrey Eugene		562 Fruitland Rd	Hendersonville	NC	28792	828-699-1177
Quinn, Anthony L	QUINNESSENTIAL TOOLS COMPANY	117 Kirkland Pl	Raeford	NC	28376	540-623-7965
Rausch Jr, Theodore A	Rausch Tool Co., LLC	7992 Villanow Dr Leave at Red Barn	Sanford	NC	27332	910-624-9131
Rice, Aaron R	Aaron R Rice Tools Inc	476 Fisher Ln	Marshall	NC	28753	828-380-3492
Saddlemire, William R	LWS TOOLS, INC.	1139 Mabry Rd	Angier	NC	27501	919-407-3614
Shepard, Gary E		3954 Troon Drive SW	Concord	NC	28027	704-458-3484
Shivers, Jeffrey D	Shivers & Shivers, Inc.	2715 Ivy Chase Road	Winterville	NC	28590	252-341-4570
Shivers, William H	The Shivers Company, LLC	2001 Carey Ct	Winterville	NC	28590	252-341-0961
Smart, Kenneth A	Smart Enterprises Inc.	4841 Benhill Drive	Harrisburg	NC	28075	239-207-2972
Smith, Charles P	CARTOVER SERVICES, LLC	209 Virginia Av	Morehead City	NC	28557	252-269-5132
Staley, William M		242 Leather Hinge Dr.	Wilkesboro	NC	28697	336-984-1756
Stup, Michael E	MNM TOOLS, INC.	138 Dairy Farm Rd	Mooresville	NC	28115	704-488-1259
Suan, Herminigildo M	J Saun LLC	6004 Dixon Drive	Raleigh	NC	27609	919-717-9456
Supernant, James P	Tool Rescue, Inc.	P.O. Box 155	Hiddenite	NC	28636	828-302-1104
Teumer, Richard S	Triple T Tools, LLC	2411 Saguaro Ln	Kannapolis	NC	28083	704-305-0757
Tilley, Thomas William		5300 Highway 70	Mebane	NC	27302	919-608-7532
Vincent, Gary L		720 Westland Dr.	Greensboro	NC	27410	336-312-1053
Wagers, Michael A	Wagers Enterprises, Inc.	3426 Catherine Lake Rd	Chinquapin	NC	28521	910-650-1231
Ward, Rexel A		16158 Sub Station Road	Locust	NC	28097	980-621-6660
Werner, David W	DAVE'S TOOLS, LLC	151 Fairway Drive	Mooresville	NC	28117	704-746-5913
Willcox, William C		445 Jannie Ln	Carthage	NC	28327	910-528-2083
Wood, Donald C		987 Holly Hills Road	Sylva	NC	28779	828-508-9663
Arnold, Steven A		1715 Lonesome Dove Dr	Grand Forks	ND	58203	218-779-4805
DeLap, Andrew J	ANDY DELAP TOOLS LLC	5704 15th Ave W	Williston	ND	58801	307-399-3228
Galvin, Michael D	Mike's Tools, Inc.	3315 Spruce Lane SE	Minot	ND	58701	701-721-2252
Hehr, Jesse J	Jeh, Inc.	1706 2nd St NE	Mandan	ND	58554	701-667-0444

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Helland, David L		610 1st Ave. NW	Bowman	ND	58623	701-260-1857
Heupel, Kit K	KKH Enterprise LLC	2707 Parkview Dr S	Fargo	ND	58103	701-371-5708
Jacquot, Harold A	Jacquot Tools, LLC	5459 Matthew Av	Williston	ND	58801	701-580-4321
Jeanotte, Michael J		8701 Memory Ln	Horace	ND	58047	701-540-1984
Patrick, Chad E	CHADS TOOLS LLC	5475 173 Avenue, Southeast	Christine	ND	58015	701-552-2934
Pesek, Benjamin J	Ben Pesek, Inc.	9652 31st St SE	Spiritwood	ND	58481	701-320-3799
Taylor, Neil E		946 38 1/2 Ave W	West Fargo	ND	58078	701-361-1068
Vetter, Patrick L	Pro-Tools, Inc.	7701 Northwood Dr	Bismarck	ND	58503	701-202-2475
Zietz, Gary C		1631 South Main St	Minot	ND	58701	701-240-1971
Barnes, Curtis W	Covenant Tools, Inc.	14823 Grant St	Omaha	NE	68116	402-689-9493
Bates, Richard A		811 Bordeaux St.	Chadron	NE	69337	308-430-3270
Bromwich, Robert A		1754 Fairgrounds Rd PO Box 113	Central City	NE	68826	402-540-6765
Butler, Timothy L		56644 Hwy 98	Winside	NE	68790	402-369-1015
Cowell, James R		27257 385th Av	Monroe	NE	68647	402-750-1196
Egger, Lance Leo		6201 Saddle Creek Trail	Lincoln	NE	68523	402-730-0174
Kohle, Ryan J	KOHLER TOOLS, INC.	46895 US Hwy 20	Stuart	NE	68780	402-340-5537
Kulhanek, Lowell John		708 S Scott Ln	Lexington	NE	68850	308-325-0076
Lage, Jacob D		7815 N. 153rd St	Bennington	NE	68007	402-669-2959
Larson, Allen W	Tools Unlimited, Inc.	405 E Eighth St PO Box 423	Stromsburg	NE	68666	402-362-7904
Lingenfelter, Gale L		16600 Hickman Ridge Rd	Roca	NE	68430	402-440-0497
Malone, Troy L		101 Roscoe F St	Ogallala	NE	69153	308-289-4991
McCarragher, Brian D		4253 Shanna St	Grand Island	NE	68803	308-390-5734
Moore, Gregory Case	Gimme Moore Tools, Inc.	2920 So. Willow	North Platte	NE	69101	308-530-0156
Muxfeldt, Joshua G	Mux's Tools, LLC	7817 Howell St.	Omaha	NE	68122	402-917-0240
Patzel, Terry J		5121 W Thatcher Ln	Lincoln	NE	68528	402-613-3751
Rasmussen, Thomas F	T & A Tools, Inc.	4806 Steavenson Loop	Blair	NE	68008	402-660-8171
Richards, Terry R		5800 West Yankee Lake Road	Denton	NE	68339	402-525-6995
Rodgers, David W	D Rod Enterprises, Inc.	1955 Dixie Trail	Lincoln	NE	68527	402-430-4206
Scheuffele, Justin R	J & A TOOLS, INC.	5720 West 67th St	Kearney	NE	68845	308-440-4332
Schleu, Rocki J	Auto Tools, Inc.	6210 S 109th St	Omaha	NE	68137	402-669-8665
Thomas, Jeff D		415 South Smith Av	Kenesaw	NE	68956	402-984-8543
Warlick-Farmer, Scott A		1158 N 24th Rd	Syracuse	NE	68446	402-269-7219
Wendt, Steven John	Steve's Tool Service INC	486 N 15th St	David City	NE	68632	402-432-0617
Bartley, Jonathan H		539 High St	Candia	NH	03034	603-498-1070
Berthiaume, Jeffrey E		29 Bates Road	Merrimac	NH	03054	978-375-2598

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Bresciano, Paul Joseph		93 Mooar Hill Road	Hollis	NH	03049	978-815-1771
Carlin, Jeremy D	JDC TOOLS, LLC	186 Karl Gordon Road	Alexandria	NH	03222	603-455-6611
Corea, Christopher M		23 Willow St	Pelham	NH	03076	603-235-4765
Ellis, Kevin E	Kevin Ellis, LLC.	PO Box 436	Lebanon	NH	03766	603-448-7751
Gauffin, David A		29 Carriage Hill Rd	Hancock	NH	03449	603-381-7712
Goins, Wilbur L		77 Old Post Rd	Newington	NH	03801	603-767-9929
Kennedy, Sean P		54 Powers Road	Meredith	NH	03253	603-387-4544
Knapp, Derek S		12 Wood Drive	Atkinson	NH	03811	603-819-9719
Lazear, Andrew S	JOA Tools, LLC	7 Tyler Dr	Goffstown	NH	03045	850-529-3567
LeBlanc, David D		1589 Main St.	Springfield	NH	03284	603-748-9281
Loiselle, Keith R		478 North Pembroke Road	Pembroke	NH	03275	603-234-6024
McMaster, Kenneth J		77 Freeman Hall Rd	Nottingham	NH	03290	603-235-0747
Ovitt, Scott R	Scotty O's Tool Wagon, LLC	43 Lake St	Enfield	NH	03748	603-304-5034
Paradiso, Eric J		2 Deblo Drive	Hudson	NH	03051	603-235-1807
Pellerin, Jules A		135 Tina Drive	Pembroke	NH	03275	603-731-1515
Pino, Steven J	Pino Enterprises, LLC	206 Meredith Neck Rd	Meredith	NH	03253	603-455-1936
Precourt, Gregory J	Precourt Enterprises, LLC	62 Sullivan Road	Keene	NH	03431	603-477-4966
Querci III, Joseph	Tools 4 U, Inc.	15 Spring Brook Dr	Hampstead	NH	03841	978-815-1585
Ryll, Kevin E	Patriot Tools, LLC	243 Old Rochester Rd	Somersworth	NH	03878	603-969-5987
Schultz, Shawn M	SS Tools, Inc.	121 Post Road	North Hampton	NH	03862	603-502-1955
Sepessy III, Henry L		41 Dow Rd	Epsom	NH	03234	603-731-9410
Sepessy, Douglas A		88 Arizona St	Manchester	NH	03104	603-562-9684
Swanton, David R		4 Moulton Drive	East Hampstead	NH	03826	978-375-7496
Swenson, David J	SwensCo Tools & Equipment, LLC	25 Oak Hill Dr	Loudon	NH	03307	603-234-6045
Vance, Shelby S		414 Joppa Hill Road	Bedford	NH	03110	603-345-0674
Whitcher, Jason M	J Whitcher, LLC	2533 Main St	Bethlehem	NH	03574	603-348-8863
White, Vincent R	VRW Tools, LLC	68 Peaslee Road	Merrimack	NH	03054	603-494-8045
Winters, Joseph L	Winters Tools Incorporated	349 Summer St	Peterborough	NH	03458	603-547-0697
Woodward, Christopher A		16 Watson Rd	Exeter	NH	03833	603-499-6887
Zawisza, Stephen A.	S & S Tools, LLC	518 Old Shaker Road	Loudon	NH	03307	603-731-6254
Acevedo, Christopher A		23 Anderson Av	Wallington	NJ	07057	201-704-0176
Allen, Douglas L		P.O. Box 5196	Weehawken	NJ	07086	201-725-5000
Andolino, Peter		9 Klimback Ct	West Caldwell	NJ	07006	973-980-9515
Argalas, Barton		20 Green Valley Dr	Greenbrook	NJ	08812	908-922-3865
Arlotta, Nicholas R.	Professional Tools LLC	16 Nelson Ln	Montville	NJ	07045	973-747-5453

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Franchisees as of December 31, 2016

Individual Franchisee or Principal Owner	Franchisee Entity	Address	City	State	Zip	Phone
Barley, Michael F	MFB Equipment Sales, LLC	176 Preakness Drive	Mount Laurel	NJ	08054	856-905-0517
Belostock, Brandon S	B&C Tools LLC	108 Kenneth Ln	New Egypt	NJ	08533	732-620-0312
Belostock, Tyler C	Bstock Tools, LLC	88 N New Prospect Rd	Jackson	NJ	08527	732-904-4708
Boss, James Glenn		124 Center St	Pompton Lakes	NJ	07442	862-686-1328
Brennan, Greg P		1431 Kenney St	Forked River	NJ	08731	609-290-3381
Brennan, Joseph J		4 Beekmeer Pl	Flanders	NJ	07836	201-213-8222
Brooks, David G		10 Deer Trail	Tabernacle	NJ	08088	609-685-6964
Burkhardt, Andrew R **		490 Oakland Road	West Deptford	NJ	08096	856-981-5468
Cannata, Salvatore A		24 Kiwi Loop	Howell	NJ	07731	732-299-7677
Casler, Kenneth	Casler Tools, LLC	64 Cental Av	Pompton Lakes	NJ	07442	551-206-6374
Castano, David		478 Township Line Rd	Hillsboro	NJ	08844	908-217-6923
Clark, Arden S	WGB Services, LLC	196 Marshalleville Road	Tuckahoe	NJ	08250	609-425-4773
Corrigan, Michael E	Mike Corrigan Tools, LLC	12 Michele Blvd	Howell	NJ	07731	732-677-8595
Crowley, Jon	Mean Mister Tools LLC	10 Glencrest Drive	Newton	NJ	07860	862-266-4421
Della Sala, Matthew G	Matts Tools, LLC	27 Annapolis Drive	Marlton	NJ	08053	609-929-8937
DePaola, Sylvester J	Sals Tool Sales, LLC	129 Easy St	Howell	NJ	07731	732-616-1489
Devenny, William A	WAD Tools and Equipment LLC	111 West Ormond Av	Cherry Hill	NJ	08002	856-912-5075
Dion Jr, Thomas M	T.S. Tools, LLC	128 Willow Grove	Shamong	NJ	08088	609-381-1748
Dougherty, Thomas C	TD Enterprise, LLC	9 Grenada Ln	Ocean City	NJ	08226	609-405-1283
Doumar, Albert L	J & A Tools, Inc.	55 Hillside Dr	Totowa	NJ	07512	973-238-5556
Douvris, Anthony S	Spartan Tools, LLC	1809 Route 88 unit F	Brick	NJ	08724	732-403-6325
Dutton, James E		1725 East Grant Av	Vineland	NJ	08361	856-498-0116
Fowler, Doug		63 Lark Dr	South River	NJ	08882	732-239-4123
Frye, Richard J		12 Elyar Terrace	Middletown	NJ	07748	908-902-5376
Gaidis, Paul J	PJ's TOOLS, LLC	4704 Spring St	Wall	NJ	07753	908-433-7127
Gallagher, Joseph F	Joe's Tool Sales, LLC	121 Paper Mill Road	Woodbine	NJ	08270	609-226-3672
Gervasio Jr, Francis J		191 Hillside Av	Berkley Heights	NJ	07922	908-267-5122
Grieff, Joseph E	J GRIEFF ENTERPRISES, LLC	3 Seeley Road	Bridgeton	NJ	08302	609-774-1182
Grimaldi, David M		3268 Evergreen Ln	South Plainfield	NJ	07080	908-229-3553
Hamway, Michael	B & M TOOL SERVICE, LLC	755 Ringwood Av	Pompton Lakes	NJ	07442	201-665-5452
Harris, Brad A	BanD Tool Supply, LLC	3 Shawnee Av	Rockaway	NJ	07866	973-567-0478
Hasher, Alan		30 Walnut Alley	Edgewater Park	NJ	08010	609-876-1759
Hennessey, Robert J	RJH Enterprises, Inc.	40 Dogwood Ln	Emerson	NJ	07630	201-788-3711
Henry, Richard W	RICH HENRY TOOLS, LLC	49 Arline Av	Deptford	NJ	08096	856-345-8910
Hlywa, Michael		12 Long Hill Road	Newton	NJ	07860	973-271-3331

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Individual Franchisee or Principal Owner	Franchisee Entity	Address	City	State	Zip	Phone
Hoffman, Robert J	RNS Tools, LLC	718 Howard Av	Wenonah	NJ	08090	856-373-2006
Hohnhorst, Dane F		88 N New Prospect Rd	Jackson	NJ	08527	732-618-2266
Janson, Michael A	JANSON TOOLS, LLC	432 Jefferson Av	Edgewater Park	NJ	08010	609-534-3613
Kabbash, Douglas P	MBH Tools LLC	29 Cole Haven Terrace WeSt	Montague	NJ	07827	973-670-6806
Killmeyer, James F	JFK Tools, Inc	111 Woodbury Drive	Egg Harbor Township	NJ	08234	609-839-0938
Kleinot, Joseph P		231 Willow Av	Pompton Lake	NJ	07442	973-809-1027
Kleinwaks, Larry B		2704 Lighthouse Ln	Parlin	NJ	08859	973-202-8159
Knothe, Daniel J		9 Clauss Av	Paramus	NJ	07652	201-954-3098
Kobesky, Gregg		915 Deer Run	Newton	NJ	07860	973-534-0781
Kral, Jason R	J KRAL TOOLS, DBA	315 Williams St.	Boonton	NJ	07005	862-266-3841
Krazer Jr, Curtis W		513 Ellis Road	Milford	NJ	08848	908-303-5760
Krincek Jr, Vincent P		37 Shadylawn Drive	Madison	NJ	07940	201-572-0082
Krueger, Stephen M	SMK Tools LLC	210 Elmira Trail	Hopatcong	NJ	07843	201-317-9639
LaBarre, Garret M		166 Willow Drive	Jackson	NJ	08527	908-910-8979
Laite, Chris A		4 Stone Bridge Dr.	Andover	NJ	07821	973-271-7315
Lepore, Massimo		51 Hosford Av	Leonardo	NJ	07737	973-698-0543
Loffredo, Nicholas R	NRL Tools, Inc.	126 Willow Grove Rd	Vincentown	NJ	08088	609-820-1332
Maista, Michael J	Space Tools, LLC	112 Hillcrest Av	Blackwood	NJ	08012	856-981-3959
Mancuso, John	JOHN MANCUSO, LLC	49 Circle Drive	Oak Ridge	NJ	07438	973-477-8867
McKee, Joseph		108 Cranford Ct	Deptford	NJ	08096	215-669-7702
Menist, Douglas J	Munst Tools 151 LLC	319 Brookside Av	Wyckoff	NJ	07481	201-403-5622
Menner, Mark Francis		969 Adams Pl	Washington Township	NJ	07676	201-206-1039
Mollabegiri, Skender		255 Hillcrest Av	Wood Ridge	NJ	07075	917-560-7746
Mullan, James E		11 Two Penny Run	Pilesgrove	NJ	08098	302-540-1856
Natale, Joel A	Ocean Tools, LLC	7 Abis Pl	Oakhurst	NJ	07755	908-675-6588
Pansa, Michael J		299 Factory Rd	Cedarville	NJ	08311	856-305-8574
Patel, Amar D	Patel Tools, LLC	29 Columbia Ct	North Haledon	NJ	07580	201-995-3291
Peer, Donald		1 Fourth Av	Cranford	NJ	07016	908-419-6686
Perez, Wilberto		102 Ploch Road	Clifton	NJ	07013	973-277-1633
Piro Jr, Santino	S&K Tools, LLC	402 Marvin Av	Hackensack	NJ	07601	201-481-3891
Pomerance, Michael		66 Cooper Rd	Denville	NJ	07834	973-219-7550
Provenzano, Francesco		33 Cedar Drive	Rochelle Park	NJ	07662	201-838-8137
Reed, Peter J		919 Summit Av	Westfield	NJ	07090	908-456-2045
Rinaldi, Anthony		2 Dundar Road	Edison	NJ	08817	732-887-5163
Rodrigues, Nuno G		55 Epping Drive	Kenilworth	NJ	07033	201-772-7635

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Rosen, David L	Pro Tools & Equipment, Inc.	27 Toth Ln	Rocky Hill	NJ	08553	609-306-7971
Ross, Caleb A	C.A.R. TOOLS, LLC	324 Rocktown Lamberville Rd	Lambertville	NJ	08530	570-977-7026
Roy, Edward A	Ed's Tools Limited Liability Company	121 Cleveland	Riverside	NJ	08075	609-685-9840
Rupp, Kevin S		604 Cornwall	Sewell	NJ	08080	609-502-9392
Schwarz, Gary M		134 Taylor Av	Hillsborough	NJ	08844	908-392-4281
Shepherd, Scott F		274 spring Mills Road	Milford	NJ	08848	908-303-1906
Skok, Ron		527 Prospect Av	Neptune	NJ	07753	732-804-3632
Smith, William B	BILL SMITH TOOLS LLC	1307 East Main St	Millville	NJ	08332	856-207-0540
Snelgrove, Mark A	Trademark Tool Co. LLC	27 Phyllis Ln	Fairfield	NJ	07004	973-865-1698
Storar, Brandon C	Brandon's Tool Storar LLC	1301 S Lincoln Av	Vineland	NJ	08361	609-892-9137
Szapka, Jason J		100 Kilmer Road	Mahwah	NJ	07430	551-804-9852
Szapka, Robert		478 Mason Pl	Paramus	NJ	07652	201-954-3388
Taormina Jr, Benedict	B & T Tools, Inc.	15 Burd Road	Pennington	NJ	08534	609-209-7013
Thompson, Robert N		100 Kingston Ln	Monmouth Junction	NJ	08852	732-535-2408
Tomosi, Steven M		8 Lee Drive	Tabernacle	NJ	08088	609-234-4572
Van Mater Jr, Joseph H		289 East Highland Avenue	Atlantic Highland	NJ	07716	732-513-2423
Van Mater, Joseph H		289 East Highland Av	Atlantic Highlands	NJ	07716	732-757-9980
Van Mater, Scott M	Preferred Tool Service, LLC	21 Dundee Terrace	Freehold	NJ	07728	732-856-4882
Wahba, Hany	H&H TOOL, LLC	1077 North Boyd Pkwy	North Brunswick	NJ	08902	908-400-6537
Wolak, Adam K	ADAM'S TOOLS, LLC	744 Lindegar St	Linden	NJ	07036	908-721-7755
Wyckoff, Frederick E		272 Skillman Road	Skillman	NJ	08558	908-581-4311
Zea, John H	JHZ Tools LLC	26 Claremount Av	Cliffside Park	NJ	07010	201-881-6917
Zlydak, Michael J	AMZ TOOLS LLC	106 Meadow Road	Clark	NJ	07066	908-296-0538
Bohl, Alexander W		12 Corral Viejo	Placitas	NM	87043	505-227-3714
Byers, George L	Southern EMA LLC	13208 Mountain Shadow Rd NE	Albuquerque	NM	87111	505-274-2379
Davis, Christopher S	BIG RIG TOOL COMPANY LLC	1314 E. Wood St.	Carlsbad	NM	88220	575-706-7627
Haller, James D		1215 South 5th St	Tucumcari	NM	88401	575-403-7166
Marquez, Thomas R **	Marquez Marketing, LLC	21 County Rd 5060	Bloomfield	NM	87413	505-486-3026
Navarette, Richard D		220 W. Silver	Hobbs	NM	88240	575-399-5906
Orozco, Eduardo	EDDIE OROZCO ENTERPRISES, INC.	2126 Tierra De Suenos	Alamogordo	NM	88310	575-442-6714
Pagels, Mark F	LLP, Inc.	3022 Mule Farm Pl	Albuquerque	NM	87105	505-250-0733
Riggins, Scott A		11 Jill Road	Clovis	NM	88101	575-799-9460
Strickland, Charles R		724 3rd St NE	Rio Ranch	NM	87124	505-450-3091
Williams, JJ	J-KAT Tools & Fab, Inc.	2 RD 6447	Kirtland	NM	87417	505-716-3212

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Adams, Anthony J	Adams' Mobile Tools	5349 Misty Acres	Las Vegas	NV	89148	702-768-0994
Baglione, Alexander		4251 East Rawhide St	Las Vegas	NV	89120	702-768-7627
Bailey, Chancey R	Chancey LLC	HC 65 Box 18	Carlin	NV	89822	775-385-4847
Bautista, Francisco		PO Box 60297	Reno	NV	89506	775-843-1191
Collins, Richard A	UHK ENTERPRISES	7435 Indian Springs Dr	Sparks	NV	89436	775-379-4709
Geiger, Michael A	Got Tools LLC	229 Marks St	Henderson	NV	89074	702-348-7935
Grable, Donald K	Grable Tool Enterprises, Inc.	9170 Mohawk	Las Vegas	NV	89139	702-348-7937
Herd, Steven D	SH TOOLS LLC	731 Roberta Alecia Av	North Las Vegas	NV	89031	702-521-6849
Jahnke, Chris S		4880 Canyon Dr	Reno	NV	89519	775-742-1339
Lawrence, David George		4713 Estate Ranch	North Las Vegas	NV	89031	702-768-6532
Macias, Ysidro J		7216 Periwinkle Drive	Las Vegas	NV	89128	702-348-7938
Newman, Stephen J	Newman and Sons Inc	127 Sterling Drive	Henderson	NV	89015	702-208-6850
Oldenburg, Aaron T		5000 N Valadez St	Las Vegas	NV	89149	702-286-7675
Raifaisen, Michael D		3880 E Hidden Valley Dr	Reno	NV	89502	775-722-4414
Ruskowitz, David A	DSR TOOLS, LLC	2010 S Tenaya Way	Las Vegas	NV	89117	702-491-3283
Savant, Kevin D	Performance Tools Plus, Inc.	805 LSF #7	Spring Creek	NV	89815	775-934-2182
Sliffe, Michael D	Sliffe Enterprises, Inc.	4185 N Tomsik St	Las Vegas	NV	89129	702-556-8856
Stewart, Michael R		972 Farrier Ct	Gardnerville	NV	89410	775-790-4566
Theisen, Daniel M	Theisen Industries, LLC	1062 Golden Splendor Ct	Henderson	NV	89002	702-400-6377
Van Der Wall, Seigurd	VAN DER WALL ENTERPRISES, LLC	4345 Toro Ct	Reno	NV	89502	775-233-5743
Wiles, David Leroy		1617 So Deer Run Rd	Carson City	NV	89701	775-720-0295
Abruzzese Jr, Joseph N	JDMJ TOOLS INC	4 Ellbridge Ct	South Setauket	NY	11720	631-871-1566
Acuti, Nat		30 New St	Purchase	NY	10577	914-253-9553
Aronson, Philip N	AWESOME TOOLZ INC.	11 Munson Ct	Melville	NY	11747	631-678-5709
Arteca, William G		131 Shenandoah Boulevard	Nesconset	NY	11767	631-375-3540
Bacon, Michael G		1005 Main St	Vestal	NY	13850	904-235-2305
Bailey, James K		27 Gaines St.	Huntington	NY	11743	631-495-8098
Bardeen, Daniel K		5201 Parrish St Extension	Canandaigua	NY	14424	585-747-4982
Baretsky, John		49 Astor Ct	Commack	NY	11725	631-786-8645
Batas, Foti N	A & P Tools, LLC	P.O. Box 345	Glenwood Landing	NY	11547	917-834-0564
Best, Robert W		8050 W. Rivershore Dr	Niagara Falls	NY	14304	716-628-8344
Bianco, Richard J	Bianco Tool Company, LTD.	1114 Ocean Av	Bay Shore	NY	11706	917-972-6345
Bollet, Jeffrey B		22A Plumbeach Point Dr	Sands Point	NY	11050	516-351-7830
Bologna, Dennis P	DB Tools Inc.	3 Lasalle Ln	Kings Park	NY	11754	631-433-3071
Boshart, Douglas F		25569 Bush Road	Calcium	NY	13616	315-783-1403

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Breese, Bart G	Lockport Automotive Tools, Inc.	4809 Renaissance Lane	Lockport	NY	14094	716-628-0471
Breese, James E		10 Royale Drive	Fairport	NY	14450	585-737-9199
Burke, Jeffrey E		58 Byron Way	Oakdale	NY	11769	516-639-3465
Busch, Steven J		248 Malden Av	Palenville	NY	12463	914-388-0377
Caceci, Robert John		398 Browns Road	Nesconset	NY	11767	631-767-7535
Caggiano, David D	Caggiano Cranks Corp.	100 Chateau Lane, Unit 42	Hawthorne	NY	10532	914-575-9121
Caneparo, Claudio		38 Argow Pl	Nanuet	NY	10954	845-304-3491
Cannone, John T	CANNONES TOOLS, INC.	444 Northern Pines Rd	Gansevoort	NY	12831	518-728-1844
Cardinale, Matthew T	M Tools Corporation	1 E Santa Barbara Rd	Lindenhurst	NY	11757	631-840-7311
Carey, Matthew A		19 Cassandra Circle	Churchville	NY	14428	585-507-2224
Cartagena, Jose A		3432 Giles Pl	Bronx	NY	10463	347-436-3495
Catello, Steve	CATELLO, LLC	5428 Canal St	Durhamville	NY	13054	315-264-0152
Chase, Edmond C	Chase Tools, Inc.	228 Daniels Drive PO Box 582	Wampsville	NY	13163	315-762-3826
Clark, Michael S	Clark Tools, Inc.	1325 McGraw Marathon Road	Marathon	NY	13803	607-745-8077
Conway, Seth R	CONWAY TOOLS, INC.	630 6th Ave WeSt	East Northport	NY	11731	631-747-3077
Cooney, Matthew C	Cooney Tools, Inc.	59 Railroad St.	Greenlawn	NY	11740	516-322-8116
Cooper, Nathan L		1031 Stone Road	Rochester	NY	14616	585-797-4144
Correia, John M	JC TOOLS, INC.	236 Jayne Av	Patchogue	NY	11772	631-831-2879
Cote, Christopher F	TIME 4 TOOLS, INC.	854 Ohio St	North Tonawanda	NY	14120	716-907-1079
Crandall, Brandon D		702 County Route 22A	Sandy Creek	NY	13145	315-566-9815
Curcio, John		Po Box 425	Baldwin Place	NY	10505	845-742-8611
DaCosta, Robert J		22 Winslow Ln	Smithtown	NY	11787	631-484-1592
Darby, Ryan T	R DARBY, INC.	4621 State Route 9	Plattsburgh	NY	12901	802-310-9040
Davis, James M	Jim Davis Tools, LLC	5080 Willowbrook W	Clarence	NY	14031	716-432-7947
DelBello, Robert C	Tool Time Pro Inc	79 Winding Ridge Rd	White Plains	NY	10603	914-830-3589
Dolan, Gregory	Tool Express, Inc.	10 Brickyard Rd	Troy	NY	12182	518-527-8665
Donohue, Matthew K		16 Sheldon Drive	Poughkeepsie	NY	12603	845-797-2481
Dow, Mark G	Dream Tools, Inc.	394 Willard Rd	Massena	NY	13662	315-250-6316
Duchano, Michael V		10 Brookside Drive	West Monroe	NY	13167	315-559-9051
Durand Jr, Robert D		46 Hawleys Corners Road	Highland	NY	12528	914-474-6185
Faugno, Ricky	Ricks Precision Tools Inc.	8 Pond St	Poughkeepsie	NY	12603	203-952-9770
Fehn, Steven V	Highland Auto Marine Repair Svc Inc	7 Doyle Drive	Wappingers Falls	NY	12590	914-649-8485
Festa, James B		228 Westminster Rd	West Hempstead	NY	11552	516-242-1319
Fico, Dennis		341 Townline Road	East Northport	NY	11731	917-699-1829
Fleischer, Joseph D	Fleischer's Tools Sales, Inc	5 Dixon Woods	Honeoye Falls	NY	14472	585-509-1374

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Frigura, Ion M	IMF Tool Corp	8910 74th Av	Glendale	NY	11385	347-515-4254
Funk, Kenneth R		1235 Main Road	Locke	NY	13092	607-423-4212
Gelardi, Kevin D	GELARDI TOOLS INC.	35 Church St	Beacon	NY	12508	845-802-6991
Goc Jr, William J		8 St Martins Pl	Buffalo	NY	14220	716-481-0904
Goc, William J		59 Edgewood Av	Buffalo	NY	14220	716-698-7586
Goebel, Jeffrey F		390 Everwild Ln	Macedon	NY	14502	585-760-4344
Goldband, Jason M	JG Tools, Inc.	2941 Chester Pl	Oceanside	NY	11572	516-369-8828
Graziano, Michael J		40 Manorview Way	Manorville	NY	11949	516-361-2059
Green, David D		5226 County Rd 1	Rushville	NY	14544	585-455-4558
Green, Dennis W		6067 Deersprings Road	Cicero	NY	13039	315-952-6490
Hamlin, Scott A	Scott Hamlin, Inc.	641 Snakehill Road	Poestenkill	NY	12140	518-424-1249
Hardy, Raymond M	Mark Hardy Tools and Equipment, LLC	59 Alpine Road	Rochester	NY	14612	585-329-6934
Hassan, Scott W	SCOTT'S TOOLS INC.	5654 Bowmiller Rd	Lockport	NY	14094	716-830-7636
Haupt, William H	WH TOOL DISTRIBUTION, INC.	86 Pershing Av	Wynantskill	NY	12198	518-461-7793
Henkiel, Jeffrey R		115 Richards Av	Vestal	NY	13850	607-725-6276
Hennessey, John T		147 River Ledge Rd	Hammond	NY	13646	315-262-7933
Hill, Dale E		9317 Hamilton Brown Road	Bridgeport	NY	13030	315-882-1012
Hodgson, Weston M		11379 Southard Rd	Cato	NY	13033	315-729-1599
Hopp, Gregory M.	Hoppy Tools, Inc.	32-32 55th St	Woodside	NY	11377	646-739-9138
Hulbert, Steven D		5322 B State Rt 3	Mexico	NY	13114	315-436-2101
Hyzer, Michael B	HYZER TOOLS INC.	41 Revere Circle	Washingtonville	NY	10992	845-701-3103
Kain, Jeffrey A	LaMarca Tool Supplies, Inc.	18 South Park Av	Nanuet	NY	10954	845-216-0241
Kantor, David J		1018 Lone Pine Dr	Forestport	NY	13338	315-225-7938
Kilroy, John J	JTK DISTRIBUTORS, INC.	242 Nassau Blvd	West Hempstead	NY	11552	516-672-1081
Klee, Thomas H		1162 Beekman Rd	Hopewell Junction	NY	12533	845-264-4773
Kohler, Brandon M	KOHLER ENTERPRISES, LLC	286 Post Road	Slate Hill	NY	10973	845-597-8599
Lamb, Ray D		6709 Schultz St	Niagara Falls	NY	14304	716-510-2735
Lambiase, Michael L	MLL Tools, Inc.	3 Yorktown Ln	Stillwater	NY	12170	914-403-7566
LaNeve, Joseph T		10 Morning Glory Ln	Warwick	NY	10990	201-310-0731
Lang, Edward S		317 Belmont Av	North Babylon	NY	11703	516-702-0973
Lapham, Mark R		116 Gurba Drive South	Stillwater	NY	12170	518-542-5771
Leonhard, Michael	TOOLS 2 GO, INC.	34 Woodhull Ln	Holtsville	NY	11742	631-678-8745
Longo, Robert S	R Longo Tools Inc	993 Manor Ln	Bay Shore	NY	11706	631-365-5195
Loudon, Steven D		220 Sanger Av	Waterville	NY	13480	315-404-6639
Lucido, Frank	Frank's Tool & Equipment, Inc.	702 Nassau St.	Bellmore	NY	11710	516-815-6765

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Franchisees as of December 31, 2016

Individual Franchisee or Principal Owner	Franchisee Entity	Address	City	State	Zip	Phone
Madera, John J	LUCA G TRUCKING, INC.	385 Sherman Av	Hawthorne	NY	10532	914-356-0439
Mango Jr, Anthony J		536 Progress Road	Gloversville	NY	12078	518-773-2940
Manuel, John G		828 Atlantic St.	Lindenhurst	NY	11757	516-903-0028
Manukian, George		158-28 80th St	Howard Beach	NY	11414	718-916-1663
Mariani, Christopher A		902 Howard Road	Rochester	NY	14624	585-705-2261
McAlister, Brian T		2147 Hillside Av	Bellmore	NY	11710	516-695-3937
McDonough, Thomas M		6044 Shed Road	Rome	NY	13440	315-941-9038
McDowell, Michael D	Michael McDowell, Inc.	31 South Lakeview Road	Wynantskill	NY	12198	518-925-4774
McGarvey, Neil R	N R M Tools, Inc.	1770 Evans Road	Arkport	NY	14807	716-258-8478
McGregor, Bruce P		32 Cricket Ln	Fulton	NY	13069	315-481-9086
McKay, Kevin J		2826 Mandalay Beach Road	Wantagh	NY	11793	516-776-0134
McKinley, Bryan M		1398 Island Cottage Rd	Rochester	NY	14612	585-478-7171
Miceli, Michael J		50 Maple St	Frewsburg	NY	14738	716-510-5598
Miller, Harvey		105 Betty Rd	East Meadow	NY	11554	516-526-2495
Miller, Robert J		423 Ave of the Stars	North Blenheim	NY	12131	518-573-0616
Mlacker, Jeffrey M		1070 Brant-Farnham Road	Irving	NY	14081	716-485-1315
Mok, Bob	Midtown Automotive Tool Sales & Service, Inc.	PO BOX 75	Radio Station City	NY	10019	917-692-6888
Montemurro, Robert J		25 Verdi St	Smithtown	NY	11787	631-807-2846
Moore, Dennis R		32 Sunset Drive	Troy	NY	12182	518-365-7530
Moran, William H		54 Astor Ct	Commack	NY	11725	631-664-5667
Moza III, Thomas A		4 Dewitt St	Ellenville	NY	12428	845-853-2725
Murray, Kevin A		6030 Newhouse Road	East Amherst	NY	14051	716-983-7755
Nelson, Mark D		6287 Appletree Pt Rd	Moravia	NY	13118	315-246-8648
O'Brien, John M		2486 Graffenburg Rd.	New Hartford	NY	13413	315-523-1621
Odachowski, Martin John		140 Hillside Drive	Elma	NY	14059	716-861-2822
Pacileo, Thomas A	Tac Tools, Inc.	6 Torlen Ct	Hauppauge	NY	11788	516-835-5139
Palina, Joseph J	JP Tools, Inc.	71 Florence Drive	Manorville	NY	11949	631-258-1959
Panowich, Robert		5 Benjamin Pl	Locust Valley	NY	11560	516-671-8533
Pekrul, Michael		PO Box 56	Cairo	NY	12413	518-428-8244
Perotti, Michael J	Perotti Tool Corp.	28 Long Acre Dr	Huntington	NY	11743	516-359-0543
Peterson, Garrett A		1012 Westbrook Dr.	Rome	NY	13440	315-335-4858
Pfalzer, John E	Pfalzer Tools, LLC	7210 Lyman Rd	Bergen	NY	14416	585-415-7041
Pfisterer, Steven M	OTTO Tools, LLC	439 Briarwood Rd	Massapequa	NY	11758	917-648-8866
Pincus, Adam	A & B Tools, Inc.	9616 Flatland Av	Brooklyn	NY	11236	516-644-0699

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Franchisees as of December 31, 2016

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Popielarz, Thomas G	Tom Popielarz Tools, Inc.	1724 Crescent Road	Rexford	NY	12148	518-275-7292
Prohaska, Nicholas J		3269 Craig	North Tonawanda	NY	14120	716-523-0117
Pullara, Frank A	Two Bolts Tool LLC	71 - 48 71st Pl	Glendale	NY	11385	917-731-7757
Raechal, Joe		7982 Davis Road	Clay	NY	13041	315-391-5490
Rand, Stanley J		22 Kennedy Road	Roslyn Heights	NY	11577	516-382-5688
Reakes, Samuel J	REAKES ENTERPRISES, INC.	357 S 3rd St	Fulton	NY	13069	315-727-6062
Regan, Pat		11 Audobon Dr	Ossining	NY	10562	914-923-0081
Rickert, Christopher D	Christopher D. Rickert Tools, Inc.	364 Charlton Road	Ballston Spa	NY	12020	518-227-2656
Rivera, Alexander A	Chop's Tool Box, Inc.	77 Treno St	New Rochelle	NY	10801	917-699-8604
Roselli, Gino L	Bensal Auto Electric Service Inc	16 Old Indianhead Rd	Commack	NY	11725	516-903-8635
Roselli, John J	Roselli Tools, Inc	171 Grand BoulevaRd	Massapequa Park	NY	11762	516-375-7966
Rosengrant, Wes		628 Bromley Rd	Churchville	NY	14428	585-764-0111
Ruot, Ethan B		194 Knowlton Av	Kenmore	NY	14217	716-425-4148
Rut, Michael J	M and T Tools, Inc.	2294 Custom Village Ct	N. Bellmore	NY	11710	516-924-2144
Samot, David	Dave's Tools, Inc.	22 Whooping Hollow Road	East Hampton	NY	11937	631-377-6213
Sandstedt, Thomas	Kingston Tool Distributors Inc	986 River Rd	Redhook	NY	12571	845-389-2881
Santorufu, Thomas J	T. SANTO TOOL CORP.	128 Thomas Powell Blvd.	Farmingdale	NY	11735	516-860-9936
Sargent, Jeffrey T		328 County Rt. 37	Central Square	NY	13036	315-382-7660
Schnabel, Judes E	Northern Tools, Inc.	16397 NYS Rt. 12E	Dexter	NY	13634	315-286-7935
Schofield, Roger		7345 Balla Drive	N Tonawanda	NY	14120	716-863-4293
Schroeder, Matthew P	Matt Schroeder, Inc.	1369 Division St	Charlton	NY	12019	518-859-7408
Schulz, Ronald P		200 Hatchery Road	Gansevoort	NY	12831	518-796-4072
Schuyler, Paul	PSS TOOLS, INC.	70 Primrose Ln	Kings Park	NY	11754	516-697-4912
Scuderi, Grace A	LGA TOOLS INC	161-04 86th St	Howard Beach	NY	11414	917-559-8031
Sculco, Joseph S		131 Greenwood Av	N. Massapequa	NY	11758	516-650-8342
Sculco, Richard D		46 Star Ln	Levittown	NY	11756	516-241-7069
Shaughnessy, Brian F	EPIC TOOLS, INC.	3 Marbeth Cir	Miller Place	NY	11764	631-236-2317
Shea, Brian F		222 Wensley Ln	East Islip	NY	11730	631-445-9451
Shea, Patrick J		45 South Middletown Road	Pearl River	NY	10965	845-721-2826
Sidor, Thomas J	Innovative Tool Inc	31 Martling	Staten Island	NY	10310	917-731-3402
Sitter, Jeffery A		35 Crane St.	Clifton Springs	NY	14432	315-521-3922
Sleicher, Kyle J	Kyle J Sleicher Tool Sales Inc	207 Brunswick Rd	Troy	NY	12180	518-461-4826
Smith, Lawrence M		8587 Woodland Drive	Leroy	NY	14482	585-739-1311
Smith, Michael D	MDM Tools Corporation	9 Deerfield Drive	New City	NY	10956	845-709-9703
Smith, Thomas E		3848 Stalker Road	Macedon	NY	14502	585-752-9663

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Spengler, Robert J		11647 Gowanda State Rd	North Collins	NY	14111	716-255-5707
Stark, William S	Scott Stark, Inc.	2746 Upper Mountain Rd	Sanborn	NY	14132	716-491-7986
Stone, Richard E		3645 Harris Road	Ransomville	NY	14131	716-308-5381
Strumpf, Kevin	Watatool Inc.	6 Woodmere Drive	Northport	NY	11768	631-905-2936
Suarez, Edgar		89-13 168th Pl	Jamaica	NY	11432	347-231-9469
Tamayo, Steven A	S.T. Tool Supply, Inc.	6431 Ellwell Cresent	Rego Park	NY	11374	917-623-1246
Tanzella, Charles L		33 Roberta Dr	Cortlandt Manor	NY	10567	914-490-9699
Tartaglia, Frank A	Tool Box Unlimited, Inc.	3111 Dare Pl	New York	NY	10465	646-345-6178
Tepas, John H		4850 Sawmill Road	Clarence	NY	14031	716-698-6143
Theisen, Gordon S		6843 US Highway 11	Potsdam	NY	13676	315-244-0326
Theisen, Scott W		35 River Road	Corning	NY	14830	607-483-1251
Tlatelpa, Mario **	MJ TOOLS INC	337 Turneur Av	Bronx	NY	10473	646-639-3592
Vasti, Stephen A		18 Hampton Road	North Massapequa	NY	11758	516-510-3325
Vollmer, Matthew C		35 Milton St	Rochester	NY	14619	315-569-7757
Walker, Wayne S		1432 East Maine Road	Johnson City	NY	13790	607-372-3503
Wehnau, Paul J	We Know Tools, Inc.	300 Weather Wax Rd	Averill Park	NY	12018	518-369-3829
Werner, George W		336 North Rutherford Avenue	North Massapequa	NY	11758	516-851-5455
Whelton, Patrick J	PBL TOOL COMPANY, INC.	10 Kathy Ln	Bohemia	NY	11716	917-328-5260
Wohlfahrt, Jason P		104 Horseshoe Rd	Millbrook	NY	12545	845-264-4277
Yarter, Chad S	Northeast Performance Enterprises, Inc.	305B Lindsay Road	Ganesvoort	NY	12831	518-396-8800
Yates, Jeffrey S		3564 Orangeport Road	Gasport	NY	14067	716-628-4434
Yorek, Gerald	CRIM Tools, Inc.	25 Hampshire Ct	Holbrook	NY	11741	516-776-4101
Zufall, Scott M		1161 Willow St	Horseheads	NY	14845	607-426-4243
Acord, Ronald E	Acord Tool Sales, LLC	6436 Gale Road SW	Pataskala	OH	43062	740-641-6641
Armbruster, Michael C		8152 Chesterton Lane	North Royalton	OH	44133	216-978-4004
Badger, Robert D	Badge's Quality Tools, Inc.	847 Twp. Road 133	West Salem	OH	44287	330-350-0256
Badger, Ryan D	Little Badgers Tool Sales LLC	9857 Hiner Road	Wooster	OH	44691	330-466-4321
Baker, Rick D		4591 Bath Rd	Dayton	OH	45424	937-216-1719
Baker, Todd J	T.B. Baker Tools, Inc.	5054 Jacksontown Road SE	Newark	OH	43056	740-973-5737
Baldini, Arthur		2931 Chautauqua	Silver Lake	OH	44224	330-620-9852
Banker, David A		25485 Nichols Rd	Columbia Station	OH	44028	216-701-0554
Bartley, Gary L		12527 ST RTE 28	Frankfort	OH	45628	740-253-2055
Bonsall, Wayne D		737 Fairfield Av	Columbiana	OH	44408	330-853-8253
Bregitzer, William C	BTK TOOLS AND EQUIPMENT, LLC	2979 Windsor Road	Orwell	OH	44076	440-478-2792
Bunting, Kevin M		7506 Pinafore Ln	Maumee	OH	43537	419-297-4989

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Caldwell, Matthew W		2435 Spore- Brandywine	Bucyrus	OH	44820	419-295-2500
Cargill, Kurt A	K C Tools LLC	1110 Partridge St	Wadsworth	OH	44281	330-351-0942
Chadwick, Michael T	CHADWICK TOOL SALES, LLC	750 St. Rt. 139	Oak Hill	OH	45656	614-778-2308
Clawson, Michael G	CLAWSON TOOL SALES, LLC	563 Greensward Dr	Tipp City	OH	45371	214-766-7626
Cole, Dustin A		8136 Patterson- Halpin Road	Sidney	OH	45365	937-974-5110
Cribley, Gary A	Cribley Sales, LLC	4315 County Highway 304	Ada	OH	45810	419-306-4755
Crider, Michael P	Crider & Sons Tools, LLC	10755 State Route 39	Millersburg	OH	44654	330-473-2605
Cupp, Robert J		4410 Trinity Road	Defiance	OH	43512	419-551-9728
Davis, Sterling A	Big Boys Tools LLC	434 W 7th St	Perrysburg	OH	43551	419-352-2239
Dean, Alexander J	Dean Tools, LLC	P.O. Box 56	Mt. Cory	OH	45868	419-306-9361
Dillon, Brandon L		1705 Hiram St	Louisville	OH	44641	330-575-8572
Donough, Gregory A		5468 Plymouth Springmill Road	Shelby	OH	44875	419-566-1002
Drake, Nicholas T	DRAKES TOOL SALES LLC	58 Page Road	Chillicothe	OH	45601	740-253-1486
Drees, Jerry L		16516 US ST Route 28	Chillicothe	OH	45601	740-656-4554
Driscoll, Timothy C		1440 Snider Rd	New Carlisle	OH	45344	937-657-3027
Earnest, Mark T		14711 Hatfield Rd	Rittman	OH	44270	330-819-4444
Evans, Stephen A		Po Box 947	Middlefield	OH	44062	216-389-3317
Feeney, John R	JD'S TOOLBOX SOLUTIONS, LLC	6001 Grisell Road	Oregon	OH	43616	419-409-3127
Fletcher, Robert D	Fletcher Tool Solutions Inc	3236 Wilson Rd	Sunbury	OH	43074	614-419-4564
Foster, Dayle		7705 Misty Meadows Ct	Morrow	OH	45152	513-325-1793
Frank, Jeff A		14602 Powell Rd	Portage	OH	43451	419-262-2517
Franklin, Paul M		3479 Warrensburg Road	Delaware	OH	43015	740-272-2564
Franz, Eric L		7526 New Haven Road	Harrison	OH	45030	513-582-3808
Freeman, Charles C		56 Page Rd	Chillicothe	OH	45601	740-703-4230
Gilreath, Dana C		7215 Farnham Drive	Mentor	OH	44060	440-382-8523
Godwin, James F		24650 Darby Pottersburg Rd	Marysville	OH	43040	239-728-1640
Green, Martin R	MRG Tools, LLC	9005 Blade Rd N W	Malvern	OH	44644	330-418-7771
Gunsel, Joseph S		4408 Yorkshire Rd	Parma	OH	44134	216-533-2210
Hall, Jeffrey S		1167 County Road 500	Nova	OH	44859	419-651-6280
Hamby, Russell P		1228 Rose Bower Av	Kettering	OH	45429	937-441-6256
Hayashi, Glenn D		724 Pendley Rd	Willowick	OH	44095	216-789-6496
Hirt, Thomas E	Tom the Tool Man LTD	1740 Wonderlick Rd	Lima	OH	45805	419-234-0101
Hovis, Shane C	Shane Hovi Tool Company, LLC	11575 Taylor Road	Plain City	OH	43064	614-288-8290
Hughes, Joshua B	The Best of What's Around Tool Company, Inc.	9103 Nichols Lane Rd	Johnstown	OH	43031	614-989-2250

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Ison, Mark L		9407 Crow Rd	Litchfield	OH	44253	440-225-5640
Jewett, Edward J		479 Footville- Richmond Road	Jefferson	OH	44047	440-862-4298
Jones, John M	JMJ Tools LLC	12266 Collins Arbogast Rd	South Vienna	OH	45369	843-995-3896
Jones, John Marc	Jonesey Enterprises Inc	6684 Creamer Rd	Orient	OH	43146	614-348-5350
Kidd, Michael V		12980 Tewksbury Ln	Chardon	OH	44024	440-636-3295
King, Charles L		3278 Montego St. NE	Hartville	OH	44632	330-388-9944
Kinter, John R	J KINTER TOOLS LLC	22551 Hawley Road	Wellington	OH	44090	419-651-1341
Koehler, Tracy L		449 Crestview Dr	Lebanon	OH	45036	513-623-1233
Kohn, James J		Po Box 62 Nine W Cross	Potsdam	OH	45361	937-477-1802
LaSota, Robert W		1884 Berwick Ct	Deleware	OH	43015	740-971-4901
Lehrer, Timothy A		P.O. Box 516	Huron	OH	44839	419-357-1740
Lockhart, Jeremy T		6959 Hollansburg Sampson Rd.	Arcanum	OH	45304	937-459-7047
Loze Jr, Nick R		4932 South Turner Rd	Canfield	OH	44406	330-727-7816
Luzius, Kurt M	Kurt Luzius Inc.	32124 Knobel Road	Willow Wick	OH	44095	440-289-5546
Main, Arthur R		2629 Troy Road	Delaware	OH	43015	614-205-9065
McGregor, Curtis E		115 Holiday Dr	Marietta	OH	45750	740-525-2687
McHugh, Carl S		401 Ohio St	Brilliant	OH	43913	740-275-2208
Michael, David W		6320 Carriageview Ln	Cincinnati	OH	45248	513-598-6602
Minnick, James A		627 Dorchester Drive	Hubbard	OH	44425	330-727-3349
Miranda, Jaime M	Miranda M Tools, LLC	863 Wards Corner Rd	Loveland	OH	45140	323-855-7274
Mitchell, Micky S		2599 Hartland Ctr Rd	Collins	OH	44826	419-744-7318
Murray, John M		1560 Rt 307 W	Jefferson	OH	44047	440-969-0312
Null, Kenneth W <i>Deceased</i>	Kenny Null Tools & Equipment Sales, LLC	12331 Twp. Rd. 40	Findlay	OH	45840	419-348-2323
Parker, John J		1075 Larkens Way	Medina	OH	44256	330-466-4665
Perchinske, James R		5016 Barlow Dr.	Brunswick	OH	44212	440-537-5017
Pickard, Jeffrey A	PICK TOOLS, LLC	9129 Nichols Ln	Johnstown	OH	43031	740-649-1685
Poole, Douglas B	Tool Dude, Inc.	4884 State Rt. 39	Dover	OH	44622	330-827-1887
Postlethwait, Shawn G		8489 State Tr 646	Bloomington	OH	43910	304-612-1313
Puglisi, Joe		14142 Hatfield Rd	Rittman	OH	44270	330-760-1463
Ramp, Dale		7293 Timbernoll Drive	Westchester	OH	45069	513-535-3640
Rauvola, Michael A	Mikes' Truck Service LLC	1920 Union Ave SE	Minerva	OH	44657	330-205-5175
Reasoner, Mark P	Reasoner Tool Sales, Inc.	2239 Holt Road	Grove City	OH	43123	614-588-2488
Reaume, Ronald J	R & R TOOL SALES, LLC	2689 Genoa Rd	Perrysburg	OH	43551	419-467-7820
Rudy, Timothy Michael		2817 Progress Park Drive	Stow	OH	44224	330-807-4272

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Saunders, Jeremiah W		8196 W Fenner Rd	Ludlow Falls	OH	45339	937-416-8667
Schmoekel, Matthew D		1495 Craigwood	Toledo	OH	43612	419-205-2536
Schneider, Timothy J	Tim Schneider's Tool Sales, LLC	16599 Southland Rd	Botkins	OH	45306	937-726-3731
Sears, Britt T		410 W Center St	Farmersville	OH	45325	937-313-1504
Silveous, Dominic A		13355 Douglas Lane Road	Centerburg	OH	43011	614-562-6879
Sitterle, Jason A		3002 Citation Ln	North Bend	OH	45052	513-253-8198
Smith, Adam M		10321 Cornerbrook Road	Harrison	OH	45030	513-240-9693
Smith, David W		5642 Bucktown Rd	Williamsburg	OH	45176	513-266-4865
Smith, Gary D		2908 Massillon Rd	Akron	OH	44312	330-351-0495
Snodgrass, Steve J		661 Wagoner St NW	Massillon	OH	44647	330-844-2959
Stahl, Kevin B		1453 Glenn Abbey Dr	Kettering	OH	45420	937-623-9466
Stark, Alex J		10420 Veler Road	Curtice	OH	43412	419-351-7152
Starzynski, Jonathan M	JMS Tool Sales, LLC	12200 Kile Road	Chardon	OH	44024	440-821-5451
Steinmiller, Adam R	TSV Tool Company, LLC	19580 W Martin Moline	Martin	OH	43445	419-467-7950
Stevens, Wesley A		468 Township Road 198	Centerburg	OH	43011	614-395-6475
Szczepinski, Allan C		12930 Woodin Rd	Chardon	OH	44024	440-487-2815
Ulrich, Amory A		5495 Jaycox Rd	N Ridgeville	OH	44039	440-670-5026
Weber, Randy L	EJM TOOLS LLC	16460 Elderdale Dr	Middleburg Heights	OH	44212	216-299-6518
Whittenberger, Robert S		4271 Fairfield School Rd	Leetonia	OH	44431	330-692-2232
Wilson, Timothy L		14767 Morse Rd SW	Pataskala	OH	43062	614-266-7627
Woolum, David W		1813 Franklin Meadows	New Richmond	OH	45157	859-250-2007
Ames, Travis D		PO Box 12	Wheatland	OK	73097	405-408-6540
Barnett, Gary S		31470 Rattlesnake Hill Road	Macomb	OK	74852	405-777-6019
Brown, Nathan F		16374 E. 590 Rd	Hennessey	OK	73742	580-541-0123
Carter, Jeffrey F	1340 INC	12609 Teakwood Rd	Edmond	OK	73013	405-888-6905
Choate, Kenneth M	KC TOOLS, LLC	5707 CTRD 1480	Ada	OK	74820	580-399-1409
Claybaugh, John E	Earl Claybaugh Tool Company	201 Richland Rd S.W.	Piedmont	OK	73078	405-820-5896
Claybaugh, Richard R		1323 So 76th E Av	Tulsa	OK	74112	918-637-9773
Cochran, Rickey T		2201 N Henney Rd	Choctaw	OK	73020	405-823-7160
Cook, Timothy J	COOK TOOL COMPANY	100 Todd Estates	Chickasha	OK	73018	405-222-8892
Crawford, Donnie R		17384 E. 13th St	Tulsa	OK	74108	918-637-1377
Croisant, Jackye L	Jack's Tools, LLC	3217 48th St	Woodward	OK	73801	580-216-7627
Davis, Mark S		13020 State Highway 3W	Ada	OK	74820	580-310-2592
Davisson, Bob Joe		PO Box 55	Bison	OK	73720	580-554-7627
Ensey, Jerry L		703 Higgins St	Marietta	OK	73448	580-276-6892

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Etzcorn, Charles E		8472 S 257th E Av	Broken Arrow	OK	74014	918-671-4783
Fegaly, Jason L	Fegaly Tool Sales, Inc.	14114 South Toledo	Bixby	OK	74008	918-284-6391
Fischer, Peter J		8602 S Washington St	Stillwater	OK	74074	405-385-3930
Fleek, Kenneth C	Magic Tools, LLC	15760 SE 29th St	Choctaw	OK	73020	405-761-4713
Gregory, Joe D		Box 241	Heavener	OK	74937	918-647-6689
Hanneld, Kevin Lee		10301 Katyline Ct	Yukon	OK	73099	405-630-9981
Hauck, Eddy A		35 SW 97th	Oklahoma City	OK	73139	405-613-3020
Heiliger, Mark P	MPH Tools, LLC	16525 W Highway 66	Sapulpa	OK	74066	918-729-0099
Herron, Kevin P		Route 4, Box 1805	Checotah	OK	74426	918-617-2808
Johnson, David D		2129 N Beard St	Shawnee	OK	74804	405-517-1031
Kidwell Jr, Kenneth G	KEN KIDWELL TOOLS, LLC	19381 East 430 Road	Claremore	OK	74017	918-284-7627
Koch, Keith Allen		1707 W Avenue B	Elk City	OK	73644	580-515-0846
Laplante, Kevin R		1477 Orchard Road	Calera	OK	74730	580-235-1991
McKaughan, Cary Jim		7333 E Ridgeview Way	Claremore	OK	74017	918-284-2181
Melton, David W		520 South St. Paul	Midwest City	OK	73130	405-596-3077
Miller, Michael J		4107 Norge Road	Chickasha	OK	73018	405-320-2816
Mudd, Christopher A		1216 Princeton	Ponca City	OK	74601	580-761-1212
Nobert, Philip W		102423 S Hwy 102	Mc Loud	OK	74851	405-306-9837
Norris, Wesley J		12541 East 38th St	Tulsa	OK	74146	918-698-8575
Numbers, Eric R	TOOLS BY THE NUMBERS, INC.	9914 N 120th East Av	Owasso	OK	74055	918-638-7627
Rogers, Chalis W		10336 N 2432 Circle	Weatherford	OK	73096	580-330-2046
Saum, Ryan T	S & S Tools, LLC	17901 Chatham Hills Rd	Norman	OK	73071	405-615-7640
Scott, Brian W		Rt 3 Box 32AC	Guymon	OK	73942	806-339-1397
Smith, Matthew A	GID, INC.	14012 Oxford Drive	Edmond	OK	73013	405-473-6288
Stephens, Scott A		1260 E. Rock Creek Rd	Tuttle	OK	73089	405-761-5474
Stevenson, James M	STEVENSON TOOL SALES LLC	1944 County Rd 1212	Tuttle	OK	73089	405-365-6363
Terry, Rodney D	TERRY TOOL COMPANY LLC	8380 Prairie Ridge Rd	Yukon	OK	73099	405-317-4658
Ward, Michael J		242 Stevens Gap Road	Broken Bow	OK	74728	580-579-8386
White, Daniel		3628 E 102nd St	Tulsa	OK	74137	918-636-0335
Williams, Larry E		12375 E Gore	Lawton	OK	73501	580-695-0573
Wride, Frank		10801 Katy Line Dr	Yukon	OK	73099	405-641-0069
Bamrick, Daniel E		3507 NE Fairview Lake	Fairview	OR	97024	503-201-1581
Bamrick, Daniel R		3533 NE Fairview Lake Ct	Fairview	OR	97024	541-410-2060
Beckers, Richard John		13577 SW 74th	Tigard	OR	97223	503-789-5109
Brandt, Allan M		P.O. Box 3048	Bay City	OR	97107	503-887-0417

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Franchisees as of December 31, 2016

Individual Franchisee or Principal Owner	Franchisee Entity	Address	City	State	Zip	Phone
Burback, Mathew S		17755 southeast Decker Road	Boring	OR	97009	503-201-6016
Cannoy, Dustin M	DC Mobile Tools Solutions, Inc.	5050 7th Av	Keizer	OR	97303	503-881-4687
Canon, Don W		2903 Sardine Creek Road	Gold Hill	OR	97525	541-944-1477
Clayton, Douglas C		16600 SE Stoneybrook Ct	Clackamas	OR	97015	503-810-2633
Curtis, Shawn A	S. Curtis, Inc.	1719 Orchard Ln	Roseburg	OR	97471	541-580-0402
Daniels, Ryan J	R & J DANIELS, INC	28791 Liberty Road	Sweet Home	OR	97386	541-409-6339
Dodds, Richard P	DODDS TOOLS INC	8755 SW Pinebrook Dr	Portland	OR	97224	503-593-1796
Dyer, Barry L	3B TOOLS, INC	2403 Morning Dove Ct. NW	Salem	OR	97304	503-871-9623
Eichenberger, Dana M		1325 SE 66th Av	Hillsboro	OR	97123	503-789-2412
Graham, Thomas M		38825 Flowerdale Dr	Springfield	OR	97478	541-741-0405
Green, Justin W		5010 Chilly Valley Ln	Klamath Falls	OR	97603	541-891-4734
Griffith, Shawn I		14205 Canyon Ridge Circle	Oregon City	OR	97045	503-313-7215
Hess, Ty Buck		PO Box 924	Brookings	OR	97415	707-496-8665
Hines, Shane S		2540 Mill Creek Dr	Prospect	OR	97536	541-951-3802
Houston, Tyler S	Houston Solutions, Inc	9930 SE 99th Ct	Happy Valley	OR	97086	503-351-2203
Howell, Timothy C	Tim the Tool Man Enterprises LLC	1062 NW Meadows Dr	McMinnville	OR	97128	971-241-4186
Hubert, Mark R		35632 Oakville Rd	Albany	OR	97321	503-569-4537
Jackson, David W	W Jackson Tools Enterprises Inc	12210 SW Ann Ct.	Tigard	OR	97223	503-970-1868
Jackson, Robert B	Jackson Tool, Inc.	64585 Joe Neil Rd	Bend	OR	97701	541-604-4726
Kappa, Samuel J		PO Box 156	North Bend	OR	97411	541-260-5522
Knowles, Douglas W	DAMSJ INC	4371 SE Cottonwood Ct	Milwaukie	OR	97267	503-985-9203
Lanning, Patrick M	PLANNING TOOLS SOLUTIONS LLC	453 Mounte Vista Av	Silverton	OR	97381	541-213-6757
Lease, Scott R	Scott Lease, LLC	67038 Hunter Road	Summerville	OR	97876	541-910-7036
McConnell, Brandon W	MCCONNELL TOOLS LLC	255 Owens St. S.	Salem	OR	97302	541-351-1148
Miller, Tracy D	TCM Tools, LLC	40 North Alder St	Lowell	OR	97452	541-968-1552
Morrison, Bill		43610 SW McKay Dr	Pendleton	OR	97801	541-969-8109
Ness, John W		11605 SE Harold St	Portland	OR	97266	503-710-7178
O'Brien, Shelby D	SHELBY O'BRIEN TOOL SALES, INC.	12683 Pavillion Pl	Oregon City	OR	97045	503-997-9668
Padilla, Michael R		22105 South West 78th Av	Tualatin	OR	97062	503-969-9308
Pitts, Joel S		202 Sky Way	Grants Pass	OR	97527	541-218-1480
Robinson, David A		2819 Hanover Circle	Medford	OR	97504	541-944-1829
Schiltz, David C		6031 Latour Ln	Eugene	OR	97402	541-954-7015
Smith, Robert H	Bob Smith Enterprises, Inc.	8951 S Grizzly Bear Ct	Canby	OR	97013	503-320-8567
Stagnoli, Maurizio	Stagnoli Enterprises INC	2155 S. 5th St	Lebanon	OR	97355	541-979-5731
Stringer, Travis R	STRINGER TOOLS INC.	PO Box 1118	Klamath Falls	OR	97601	541-892-4734

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Individual Franchisee or Principal Owner	Franchisee Entity	Address	City	State	Zip	Phone
Wood, Justin A		16940 SW Cambridge Dr	Aloha	OR	97078	503-970-7044
Wright, Eugene H	Oskee, Inc.	2522 NE 2nd Av	Bend	OR	97701	541-480-1330
Ace, Andrew D		120 North Market St	Eliabethtown	PA	17022	570-490-3567
Amen, Richard T	AMEN & COMPANY LLC	54 Fairway Ln	Thornhurst	PA	18424	570-991-5052
Baker, Jay A		141 Hickory Ln	Bedford	PA	15522	814-285-0002
Bartnicki, Steven		111 Penberton Valley Drive	Kennett Square	PA	19348	610-299-3030
Beecher, Bradley M		472 Lea Drive	Chambersburg	PA	17202	717-658-9290
Bitens Jr, Adolph V		60 Spruce Hollow Rd	Homer City	PA	15748	814-525-0769
Boccelli, Brian J	Team B Tools, LLC	2165 Meadowview Drive	Jamison	PA	18929	267-446-4794
Book, Gerald M		115 Grent St	Ephrata	PA	17522	717-808-6547
Bottorf, Curtis W		218 Cornerstone Dr	Blandon	PA	19510	610-587-3161
Bowman, Bill		167 Naftzingertown Road	Mohrsville	PA	19541	610-496-6385
Boyer, Joel Scott		51 School Ln	Robesonia	PA	19551	610-587-6422
Bradley, James D		14459 Coleman Road	Meadville	PA	16335	814-282-4926
Braim, Jayson R		210 Sunnyside Av	Bloomsburg	PA	17815	570-594-9699
Breining, Troy W	Breining Tool Sales Llc	1132 Valley Forge Rd	Norristown	PA	19403	610-223-6895
Brown, Allen J		645 Solomon Temple Rd	Latrobe	PA	15650	814-242-4043
Brown, Michael R		4462 Woodcrest Drive	Elizabethtown	PA	17022	717-329-8505
Cannata, Christopher S		1014 Pear Rd, Unit A	Walnutport	PA	18088	732-773-3416
Cesmegi, Douglas A		602 S Main St	Perkasie	PA	18944	215-989-3046
Ciccione, John R		1576 Heebner Way	Lansdale	PA	19446	215-768-1884
Collina, Anthony N	Tony's Tool Crib, LLC	383 N Penn Dixie Rd	Bath	PA	18014	610-972-2706
Cubbage, Michael D		247 Eau Claire Road	Boyers	PA	16020	724-822-4664
Dakas, Peter A		470 Gainsboro Road	Drexel Hill	PA	19026	610-909-9400
Davis, Brandon M		8991 Route 25	Spring Glen	PA	17978	717-265-3398
Davis, Ryan R		370 Hup Rd	Millersburg	PA	17061	717-433-5071
Dawson, Shane S		214 Landis Store Rd	Boyertown	PA	19512	610-972-1332
DeCaro, Joseph E		9 Weber Road	Jeannette	PA	15644	724-757-2497
Decker, Ronald W		1423 Forestdale Circle	Jamison	PA	18929	215-431-7900
Dempsey, Philip B		141 Front St	Blairsville	PA	15717	724-787-2258
Depcrymski, Daniel T		158 Alwine Rd	Saxonburg	PA	16056	724-822-0678
DePrato, David S		719 Crystal St	Peckville	PA	18452	570-561-5137
Dion, Todd J	DION SERVICES, INC	2335 Angel Drive	Gilbertsville	PA	19525	610-496-6423
DiSalvo, Francis C	FRANK'S AUTOMOTIVE REPAIR SERVICE, LLC	5122 Windsor Drive	Stroudsburg	PA	18360	570-856-4013

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Individual Franchisee or Principal Owner	Franchisee Entity	Address	City	State	Zip	Phone
Donat, Dennis L		413 Wanoka Road	Honesdale	PA	18431	570-470-0311
Duckworth, Randy		506 Grandview St	Clarks Summit	PA	18411	570-881-7687
Dumont, David B	Doubled Enterprises, Inc.	1124 Yankee Drive	Downingtown	PA	19335	610-637-1540
Dunleavy, Timothy L		2069 Reservoir Dr	Middletown	PA	17057	717-554-5350
Eismont, Erik		72 Gill Hall Road	Clairton	PA	15025	412-916-4232
Falco, Adam R		276 Alleyne Drive	Cranberry Township	PA	16066	724-900-4865
Falcone, Gregory S		1101 Arabian Road	Warrington	PA	18976	215-407-7168
Favinger, Mark Thomas		1062 Forrest Rd	Westchester	PA	19382	610-496-7879
Ference, Joseph L		319 Lindsay Rd	Zelienople	PA	16063	724-816-0070
Ference, Paul E		319 Lindsay Road	Zelienople	PA	16063	724-316-0410
Fetter, Clayton R		3107 Princetown Rd	Temple	PA	19560	484-651-0064
Ford, Steven S		223 Mush Dahl Road	New Ringgold	PA	17960	610-417-8268
Gibson, Thomas L	GIBSON AND HER LLC	273 Beaver St	Baden	PA	15005	989-627-8651
Gill, Rex A		65 Clearfield Drive	Winfield	PA	17889	570-274-6303
Goodling, Rodney L		PO BOX 117	Wellsville	PA	17365	717-554-5631
Harhut, Thomas C		130 Peaceful Valley Rd	Scott Township	PA	18411	570-604-3209
Harris, Darryl G		2964 Sunnycrest Rd	Willow Grove	PA	19090	215-906-1063
Harvey, Judy A		149 Hidden Hill Rd.	Sarver	PA	16055	412-400-3334
Hearing, James R		506 Haven Ct	Sellersville	PA	18960	215-651-2721
Hearl, Carrie M		RR #2 Box 137A	Falls	PA	18615	570-677-0991
Henry, Derreck E		405 Heiser's Ln	Carlisle	PA	17013	717-443-2360
Hesser, Mark D		141 Towhill Road	Port Matilda	PA	16870	814-571-7239
Hessinger, Frederick W		2360 Dorn Rd	Waterford	PA	16441	814-450-0421
Hill, Robert B	Your Tool Man Rob LLC	3548 Edgewater Ln	Brookhaven	PA	19015	610-213-7282
Hiller, David A		863 SR 107	Nicholson	PA	18446	570-604-1560
Horning, Jared J		2 Donahue Ln	Newmanstown	PA	17073	717-989-6815
Huffman, Robert W	Bob Huffman Sales LLC	3931 Willett Road	Pittsburgh	PA	15227	412-583-9858
Hughes, Richard W	Huge Asset Mgmt Corp.	1224 Lose Av	Williamsport	PA	17701	570-419-2054
Ingebritson, Brad A	One Stop Chrome Shop, LLC	300 Mattson Road	Glen Mills	PA	19342	610-952-8155
Jackson, Barry N		6730 Walnut Creek Dr	Fairview	PA	16415	814-397-9310
Johnson, Craig A	KEYSTONE TOOLS, LLC	218 Pleasant Av	McMurray	PA	15317	412-287-2571
Johnson, Matthew D	CAM OPERATIONS, LLC	614 Walden Drive	West Chester	PA	19380	484-366-4085
Jones, Mark D		202 Limestone Drive	Bellefonte	PA	16823	814-880-8698
Kaltsas, Vasilios H		180 Sugar St	Bethany	PA	18431	570-955-6747
Keener, Scott J	Keener Tools, Inc.	296 Cummins Hill Road	Milford	PA	18337	570-337-8472

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Keiffer, Ethan J		36 Main St	Turbotville	PA	17772	570-649-5250
Keiter, Jody W		4314 State Route 225	Dornsife	PA	17823	570-490-2486
Kennedy, Brian W		718 Lily Rd	Warminster	PA	18974	267-716-0333
Kepler, Bradly L		845 Liberty Valley Rd	Danville	PA	17821	570-274-0462
Kidd, Joshua J		984 Bells Run Rd	Shinglehouse	PA	16748	585-307-0221
Killmer, Ronald R		P.O. Box 2202	Albrightsville	PA	18210	570-233-8183
Kissinger, Douglas A		4 Bingaman Rd	Reading	PA	19606	610-587-7127
Kokinda, Michael		252 East Hazard St	Summit Hill	PA	18250	570-645-5859
Kontra, Joseph J	JK Tools, LLC	101 Whitney Pl	Lansdale	PA	19446	267-640-2701
Kozak, John K		220 Spohn Rd	Reading	PA	19608	610-858-8206
Kunkle, Ryan C		509 Deer Run Road	Lititz	PA	17543	717-989-2638
Kutchner, Michael J		133 Villandry Blvd	State College	PA	16801	814-880-0903
Landis, Jeffery R		2048 Gochlan Road	Manheim	PA	17545	717-278-0234
Liney, Melissa L		735 Temperance Ln	Warminster	PA	18974	215-416-7050
Liney, Patrick		735 Temperance Ln	Warminster	PA	18974	215-669-0938
Lovell, Jeffrey A		528 Berthel Av	Washington	PA	15301	304-518-9248
Lowe, James M		344 Coffee Town Rd	Dillsburg	PA	17019	717-512-9916
Luckenbill, Robert L	Skyline Vending Service	3251 Mountain Rd	Hamburg	PA	19526	610-698-0146
MacIntyre, Brian T		146 Highspire Road	Richboro	PA	18954	215-990-1233
Maluda Jr, John G		P.O. Box 65	East Stroudsburg	PA	18301	201-572-8425
Martin, Leroy E		5140 Primrose Ln	New Holland	PA	17557	717-940-1248
Matiasic, Steve M	MATIASIC ENTERPRISES, LLC	373 McGough Way	Trafford	PA	15085	412-889-0842
McCloskey, Nathan D		777 Unionville Road	Prospect	PA	16052	724-996-7967
McDade, Billy P		2647 Briana Drive	Pottstown	PA	19464	610-316-5563
McGihon, Michael P	McGihon Quality Tools, Inc.	6712 Fieldcrest Drive	Delmont	PA	15626	412-298-9901
McGuinness, Thomas F		19 Linda Ln	Coatesville	PA	19320	484-467-2787
Meenan, Frank		1570 Franklin Rd	Langhorne	PA	19047	215-783-1097
Meitzler, Percy P	PM TOOLS LLC	56 Edgehill Road	Boyetown	PA	19512	484-433-4547
Messenger, Michael A	MPM Tools, LLC	325 E Penn Av	Cleona	PA	17042	717-821-1174
Meyer, Stephen L	Stephen Meyer, LLC	1142 Park Drive	Palmyra	PA	17078	717-269-6310
Mitchell, Dennis R		2407 Bond Av	Drexel Hill	PA	19026	610-547-7526
Moore, Leslie D		4834 Ott Drive	Bangor	PA	18013	484-223-6900
Morgan, Christopher R		607 Ferne Dr	Kittanning	PA	16201	352-476-5003
Morgera, Mark		4 Spring St	Media	PA	19063	610-547-6174
Moyer Jr, Jack E		1410 Brinkerton Rd	Greensburg	PA	15601	724-433-0875

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Muldowney, Joseph M		508 Crickett Av	North Hills	PA	19038	215-416-6759
Myers, Timothy E		532 South Center St	Grove City	PA	16127	724-208-1816
Neff, Jeffrey T		1238 Brooke Blvd	Kenhorst	PA	19607	610-334-7572
Nuzzo, William F		1592 Arona Road	Irwin	PA	15642	412-969-3194
O'Leary, Terence R	C & A Tools, Inc.	64 Francis Meyers Road	New Britain	PA	18901	267-884-2260
Olexa, Joseph P		18 Stewart St	Smithfield	PA	15478	412-582-2707
O'Neill Jr, David L		2675 Clearview Road	Coplay	PA	18037	610-972-2698
Pane, Joseph M	Joe's Tools Inc.	267 Woodlake Drive	Southampton	PA	18966	609-685-5885
Phillips, Daniel M		826 Adeline St	Springdale	PA	15144	412-551-7627
Plance, Douglas Paul	Doug Plance Authorized Dealer for Snap-on Tools, Inc.	4960 Mamont Rd	Murrysville	PA	15668	412-855-6703
Plott, Mitchell L		2218 Ritner Hwy	Carlisle	PA	17015	717-395-0164
Pontz, David J		502 Lampeter Rd	Lancaster	PA	17602	717-587-9231
Prosey, Joseph D		153 Ridge Road	Benton	PA	17814	570-204-8865
Ratiu, Gregory G		23 Vassar Drive	Quakertown	PA	18951	215-778-6442
Reefer, Michael E		640 Diamond Av	Indiana	PA	15701	724-541-7177
Renish, Joseph		1711 5Th Av	Folsom	PA	19033	610-637-1511
Rice, John R	JOHN R RICE, LLC	323 Chestnut Hill Road	York	PA	17402	484-883-9504
Richardson, Jeffery L	JEFFERY L. RICHARDSON, LLC	178 New Baltimore Rd	Central City	PA	15926	814-525-0507
Rising, William M		125 Fair Road	Indiana	PA	15701	724-840-3652
Romig, Hunter A	Hunter Romig Tool Sales, LLC	366 Whiskey Springs Rd	Dillsurg	PA	17019	717-609-3770
Romig, Michael A	MICHAEL ROMIG TOOL SALES, LLC	366 Whiskey Springs Rd	Dillsburg	PA	17019	717-554-8299
Roupas, Chris		801 Saint Francis Dr	Broomall	PA	19008	610-842-5955
Rubin, Eric N		2758 Rising Hill Drive	Saylorsburg	PA	18353	570-460-9943
Rupp, Clinton J		77 Rebecca Dr	Clarion	PA	16214	814-229-6831
Sambuchino, Marc		5423 Patton St	Erie	PA	16509	814-450-8598
Segal, David		666 Meadobrooke Av	Ambler	PA	19002	215-416-5259
Senft, Timothy J	T-Bear Tools, LLC	770 West Old Route 422	Butler	PA	16001	412-551-8586
Serbak, Matthew P		255 East Grant St	Houston	PA	15342	412-302-4038
Shunkwiler, George J		432 Miriam St	Ramey	PA	16671	814-592-7579
Siegenthaler, Peter H		365 Wagner Road	Centre Hall	PA	16828	717-994-6458
Sileo Jr, David D		746 Mahood Rd.	West Sunbury	PA	16061	724-355-2242
Singer, James Russell		1572 Kelly Ann Drive	West Chester	PA	19380	610-496-7816
Sitley, Kevin C		141 McDonald Way	Oxford	PA	19363	484-437-9347
Smeeding, John A		5000 Uhlman Rd	Fairview	PA	16415	814-450-6790

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Smith, Bryan M		13 Luzerne Av	Kingston	PA	18704	570-762-4074
Smith, Matthew D		124 Rhapsody Drive	Port Matilda	PA	16870	814-880-6484
Snydeman, Gary P		441 Wingspread Ct	Reading	PA	19606	610-587-6604
Snyder, Craig B		221 Goat Hill Rd	Peach Bottom	PA	17563	717-405-5565
Sterner, David E		753 Bailey Road	Curwensville	PA	16833	814-594-1883
Stevens, David W	Stevens Tool Sales, Inc.	131 Sunny Brook Road	Limerick	PA	19468	610-496-7875
Stewart, Christopher J		15 Ward St	Washington	PA	15301	724-288-8426
Stewart, Patrick H		15 Ward St	Washington	PA	15301	724-825-9441
Stoner, Michael C		4745 Sears Run Road	Mechanicsburg	PA	17050	717-679-2802
Strauch, David E		515 S 5th St	Perkasie	PA	18944	267-733-7759
Strauss, Dustin J		237 Conway Dr.	Lititz	PA	17543	717-572-0597
Strizak, Mark G		122 N Stagecoach Rd	Weatherly	PA	18255	570-233-0432
Swinnich, Kenneth		751 Balsam Rd	Wellsboro	PA	16901	570-439-2820
Tarantino, Frederic A **	CEIBA Tools LLC	323 Lynch St, Apt #1	Olyphant	PA	18447	570-290-9163
Taylor, Bradley D		1248 Upton Circle	West Chester	PA	19380	610-656-0733
Thomas, Ryan H		12951 Workinger Road	Brogue	PA	17309	717-825-1941
Unger, Carl		541 Kennerly Rd	Springfield	PA	19064	610-496-7878
Waltz, Richard L		33 Dover Dr	Cranberry	PA	16066	814-428-1566
Weidler, William M		2606 East Valley Road	Loganton	PA	17747	570-660-9456
Weiss, Robert L		220 Coal Run Rd	Clarksburg	PA	15725	724-388-5504
West, Steven C		570 Reynolds St	South Williamsport	PA	17702	570-692-0823
Wigal, James T		375 Edgewood Av	Washington	PA	15301	412-296-0950
Wilburn, Matthew E		502 Madison Av	Tyrone	PA	16686	814-329-2453
Wilburn, Theodore S		1648 N 8th Av	Lebanon	PA	17046	717-673-2015
Wise, Robert L	PEANUT ENTERPRISE LLC	304 Hemlock Rd.	Trafford	PA	15085	724-640-1657
Wisniewski, John A		16 Magnolia Drive	Elizabethtown	PA	17022	717-940-1607
Yeager, Mike R		344 N Sunrise Ln	Boyertown	PA	19512	610-858-1953
Yordy, Gary L		152 Valley Drive	Fredericksburg	PA	17026	717-439-2012
Yulich, Kenneth A		315 Bradford Ln	Lansdale	PA	19446	215-450-7144
Yuzwiak, Steven P		850 Callowhill Road	Perkasie	PA	18944	267-784-0958
Zalewski, Louis J	L J ZALEWSKI TOOLS, LLC	1705 N. Water Av	Hermitage	PA	16148	724-977-5601
Catoni-Gonzalez, Pedro M		Calle 4 C-4 Parque Montebello	Trujillo Alto	PR	00976	787-354-4890
Cintron, Julian		Rio Duey St AA-16 Rio Hondo #2	Bayamon	PR	00961	787-348-4959
Colon, Cesar D		Calle Monte Pajaros #281 URB. PRADERAS DEL RIO	Toa Alta	PR	00953	787-310-5654

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Colon, Juan C		332 Calle Platino	Gurabo	PR	00778	787-590-9529
Colon-Colon, Luis O	G.T.G. TOOLS AND EQUIPMENT SALES, INC.	Calle 22 BB 4 Riverview	Bayamon	PR	00956	787-359-2874
Diaz, Reinaldo		Pelicano St MM127 Mansion del Mar	Toa Baja	PR	00949	787-370-1988
Lugo, Herber J		MS-49 Via Arcoiris Mansion del Sol	Sebana Seca	PR	00952	787-649-8086
Lugo, Pedro A		PO Box 1286	Lajas	PR	00667	797-613-7313
Lugo-Adams, Jose A		7519 Urb. Mariani Calle Dr. Lopez Nussa	Ponce	PR	00717	787-906-7100
Maldonado, Alfonso J		Calle Monte Flores 188	Toa Alta	PR	00953	787-636-7676
Ortiz, Luis R		Buzon 378 Parque Del Sol	Bayamon	PR	00956	787-309-5654
Rodriguez, Waldemar		Bo Pueblo Calle Guama 179	Hatillo	PR	00655	787-479-6253
Torres-Garcia, Harold		C/M Canales WL-19 Santa Juanita Calle Mario	Bayamon	PR	00956	787-636-8902
Torres-Garcia, Harold I		E58 Canovana St Villas de Caney Development	Trujillo Alto	PR	00976	787-222-0563
Torres-Garcia, Nelson J		Urb. Flamingo Hills #293 St. 9	Bayamon	PR	00957	787-717-7999
Jackson, Michael J	MJ Tools & Equipment, Inc.	5 Cedar Forrest Rd	North Smithfield	RI	02896	508-958-6482
Ortiz, Ricardo C		127 East Killingly Road	Foster	RI	02825	401-640-6642
Power, Michael W		39 Frigate St	Jamestown	RI	02835	401-345-1872
Werner, Dennis D	D & SW Enterprises, Inc.	99 Bay View Av	Warwick	RI	02886	401-640-0171
Andrews Jr, David B	Barry Andrews Tools LLC	2739 Flushing Covey Drive	Hartsville	SC	29550	843-409-5075
Arter, Lawrence A		102 Sherman Ct / EXT	Piedmont	SC	29673	864-934-7677
Bell, Kevin D		124 Raider Ln	St. Matthews	SC	29135	803-533-8164
Berube, David M		5441 Halfway Creek Road	Huger	SC	29450	843-437-0815
Browder, Stephen V		123 Old Jackson Road	Goose Creek	SC	29445	843-209-1698
Brown, Ryan C	BROWNS SPECIALTIES LLC	1104 Forrest Shealy Rd	Chapin	SC	29036	803-518-3399
Cockfield, Billy		2009 Old Laurens Rd	Greenwood	SC	29649	864-554-3482
Dahn, Brian J	Trinity Tools Limited Liability Company	3022 Kinswood Ln	Ladson	SC	29456	843-991-2464
Gleaton, Robert T		203 Cinnamon Hills Ln	Lexington	SC	29072	803-645-5012
Greene, Charles M	CJE, Inc.	4490 Horseshoe Bend	Murrells Inlet	SC	29576	843-685-6432
Hayes, William S		160 Patton Av	Spartanburg	SC	29302	864-384-7959
Kellenbenz, Jason J	Kellenbenz Tools and Equipment, Inc.	203 Alwyn Blvd	Summerville	SC	29485	410-829-9110
Mardenfeld, Justin A	Right Tool of South Carolina Inc	243 Coopers Run Road	Bluffton	SC	29909	954-257-5448
Martin, Bryan K **Additional Franchise	BRYAN MARTIN LLC	661 Laurel Road	Lexington	SC	29073	803-309-6906

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Franchisees as of December 31, 2016

Individual Franchisee or Principal Owner	Franchisee Entity	Address	City	State	Zip	Phone
Morago, Camilo J	JFU INNOVATIVE LLC	281 Kenmore Park Dr.	Columbia	SC	29223	803-422-2525
Morgan, Rodger E	Hard Job Tools & Equip LLC	4042 Plantation House Rd	Summerville	SC	29485	843-696-7507
Pendlebury, Ian R	Pendlebury, Inc.	796 Bridge Creek Road	Ridge Spring	SC	29129	404-392-5677
Plyler, Brett T	FOURBP LLC	1641 Sharon Ln	Lancaster	SC	29720	803-416-6867
Shealy IV, Melton P		214 Bronlow Drive	Irmo	SC	29063	803-446-2120
Shope, Dana Irvin	Snap Truck 123 LLC	100 Wynmere Way	Seneca	SC	29672	864-325-9377
Shope, Dana Irvin	Snap Truck Piedmont LLC	100 Wynmere Way	Seneca	SC	29672	864-325-9377
Shope, Dana Irvin	Snap Truck Simpsonville LLC	100 Wynmere Way	Seneca	SC	29672	864-325-9377
Shope, Dana Irvin	Snap Truck Laurens Road LLC	100 Wynmere Way	Seneca	SC	29672	864-325-9377
Sosebee, William Aubrey		1010 Trail Rd	Belton	SC	29627	864-617-7175
Spagnolo, Anthony J	SPAGNOLOSC, LLC	117 Fairlane Dr.	Simpsonville	SC	29680	864-608-3574
Thomas, William D		205 Old Rutherford Road	Taylors	SC	29687	864-205-5200
Villas, Milton S		205 Saint James Avenue Box 217	Goose Creek	SC	29445	704-292-8790
Westmoreland, Chad A	C A Westmoreland LLC	1390 Piedmont Rd	Blacksburg	SC	29702	803-207-5018
Westmoreland, Geoffrey S **	WESTMORELAND TOOLS, LLC	206 Spring Mist Dr.	Lexington	SC	29072	803-318-2100
Young, Alton T	Young Enterprises of the Upstate, Inc.	109 Maggie Ln	Anderson	SC	29625	864-934-0137
Biers, Dallas Q	Biers Tool Sales LLC	10557 Mountain Shadow Rd	Piedmont	SD	57769	605-381-1492
Binnebose, Mark A		2600 Abbott Drive	Yankton	SD	57078	605-660-7590
Davis, Larry W		2851 Essex Road	Pierre	SD	57501	605-280-7086
Hansen, Craig L		5860 Country Ln	Aberdeen	SD	57401	605-377-4294
Hauge, Max G		408 Maple St	Valley Springs	SD	57068	605-999-3858
Ihnen, Chuck L		46674 Dakota St	Tea	SD	57064	605-359-4016
Irvine, Timothy R		27222 Lovely Pl	Tea	SD	57064	605-359-4622
Jans, Corey G		107 4 th St	Henry	SD	57243	605-881-5307
Lukonen, Douglas D	Lukonen's Tools Service, Inc.	4802 4 th Avenue SW	Watertown	SD	57201	605-881-1849
Martin, Gregory Emmert	Greg's Tool Service LLC	1908 E Sequoia Trail	Sioux Falls	SD	57103	605-366-5016
Rempfer, Joshua D	JOSH'S TOOLS LLC	45028 267 th St	Monroe	SD	57047	605-321-7900
Schulte, John E	John's Tools, Inc.	25807 471 st Av	Sioux Falls	SD	57107	605-366-8693
Telkamp, Robert A		2241 Cedar Drive	Rapid City	SD	57702	605-431-9250
Trosper, Shawn T	TROSPER TOOLS, L.L.C.	832 Brookside Drive	Jefferson	SD	57038	712-490-2062
Trosper, Shawn T	A&S TOOLS, LLC	832 Brookside Drive	Jefferson	SD	57038	712-490-2062
Vallette, David R	VALLETTE TOOLS INC	15856 Golden Valley Drive	Piedmont	SD	57769	650-390-7427
Bamford, Sean N	S & A TOOLS, LLC	104 Nixon Hollow Ln	Pleasant Shade	TN	37145	931-267-8767
Beadle, Gary R		703 East Meadows Rd	Mt Juliet	TN	37122	615-406-0645
Blow, Robert G		93 Northfork Cove	Jackson	TN	38305	731-426-4668

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Franchisees as of December 31, 2016

Individual Franchisee or Principal Owner	Franchisee Entity	Address	City	State	Zip	Phone
Coulter, Timothy A		1815 Turnstone Ct	Murfreesboro	TN	37128	615-427-8738
Crabtree, Timothy B		146 Taborwood Trail	Murfreesboro	TN	37127	615-585-0920
Cunningham, Jason K	Cunningham Tool Company, Inc.	604 Biloxi Ln	Knoxville	TN	37923	865-803-5330
Drury, Stacy A	Drury Distributing Corp	1340 Grainger Av	Knoxville	TN	37917	865-621-0002
Early, Brad D		6322 Cate Road	Powell	TN	37849	865-556-5202
Espinoza-Hale, Charles A		248 Jeffrey Drive	Clarksville	TN	37043	615-330-2013
Fox, Michael J	MJF Enterprises, Inc.	7425 Willow Trace Ln	Knoxville	TN	37938	865-607-4590
Frazier, Joey		529 Ranier Dr	Kingsport	TN	37663	423-773-0995
Garbacz, Michael A		372 Palmetto Rd	Lewisburg	TN	37091	931-698-1086
Garbacz, Tanya J	Tanya's Tool Truck INC	372 Palmetto Rd	Lewisburg	TN	37091	931-922-8125
Garrard, David William		2614 Albany Ct	Murfreesboro	TN	37129	615-476-5795
Garrick, John L	Garrick Industries, LLC	4510 Gosey Hill Road	Franklin	TN	37064	615-788-3437
Giddens, Ronald B		8704 Hill Road	Knoxville	TN	37938	865-684-0666
Graves, Clifton W		5090 Whitehall Av	Memphis	TN	38117	901-340-3592
Graves, Stanley W		7809 Woodchase Dr	Cordova	TN	38018	901-483-1915
Hamilton, Billy J		11210 Wolf Woods Drive	Arlington	TN	38002	901-834-7627
Hancock, Erron D		116 Smith Ct	Gray	TN	37615	423-863-4816
Haynes, Joe H		329 Silver Leaf Drive	Lenior City	TN	37772	865-223-9665
Hensley, Michael G		3330 Spindletop Ct	Knoxville	TN	37938	865-755-7679
Horner, Jeffrey D		5479 Highway 50	Centerville	TN	37033	931-994-1176
Hulsey, Gary H		1210 Knox Valley Drive	Brentwood	TN	37027	615-300-8048
Hunter, Ethan J	Hunter Tool Service LLC	7126 Garfield Road	Harrison	TN	37341	706-490-1842
Jackson, Terry L		2268 New Hope Road	Hendersonville	TN	37075	615-300-5132
Keener, Jerry W		207 River Drive	Mt Juliet	TN	37122	615-347-3804
Lewis, J J		8101 Robertsview Dr.	Ooltewah	TN	37363	423-667-5902
Marlin, Jerry		834 Loretta Dr.	Goodlettsville	TN	37072	615-533-4605
McDaniel, Robert M		4925 County Home Road	Paris	TN	38242	731-225-7940
Meek, Rodger S	MEEK ENTERPRISES, INC.	1750 Hankins Rd	New Market	TN	37820	865-765-1415
Morel, Michael J		1049 Lebanon Rd	Kingsport	TN	37663	423-276-1608
Mullen, Adam J		7053 Danman Drive	Memphis	TN	38133	901-574-2602
Nappier, Stephen Deshon	Nape's Tools, LLC	546 Expressway Park Dr	Nashville	TN	37210	615-812-7627
Parrish, Billy J		238 Channing Cove	Lexington	TN	38351	731-431-3724
Pate, Jeffrey E		1199 Chestnut Glade Road	Martin	TN	38237	731-332-2848
Peterson, Alan C	Peterson Tool Distribution, LLC	4668 Seminary Rd	Smyrna	TN	37167	615-478-8638
Robertson, Jacob W		306 Morning Side Dr	Chapel Hill	TN	37034	615-351-7626

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Individual Franchisee or Principal Owner	Franchisee Entity	Address	City	State	Zip	Phone
Rumble, Christopher M		990 Corum Hill Rd	Castalian Springs	TN	37031	615-289-8304
Shearon, Clay R		2523 Burgess St	Murfreesboro	TN	37128	615-351-7627
Skidmore, Robert		634 Davidson Road	Nashville	TN	37205	615-300-7050
Wenzler, Robert F		340 Oldham Dr	Clarksville	TN	37043	931-801-5598
Whittle, Daniel B		2505 Dutch Valley Rd	Clinton	TN	37716	865-457-5859
Acevedo, Pedro G	Acevedo MTS, LLC	412 LA Herradura CT	Laredo	TX	78045	956-678-8665
Akin, Richard Dean	DEAN AKIN TOOL COMPANY LLC	903 Olympic Ct	College Station	TX	77845	979-324-7050
Allen, Dan C		2491 Fm 234 S	Edna	TX	77957	361-550-2775
Andrews, Christopher K	OLDNBOLD TOOL CO, LLC	8204 Lone Deer Run	Austin	TX	78737	512-633-1201
Ardoin, Timothy C		11454 Labelle Road	Beaumont	TX	77705	409-937-1047
Armatta, William M		8306 Mescalero Cove	Austin	TX	78736	512-217-4441
Bailey, Jeffery L		1133 Ridgeview Ln	Longview	TX	75604	903-738-4386
Ballard, David L	DKB TOOLS, INC.	13200 Co Rd 417	May	TX	76857	325-642-8846
Batky, Andre T		820 Overglen Dr.	Dallas	TX	75218	469-853-0003
Bavousett Jr, Buddy J	BAVOUSETT TOOL & EQUIPMENT, LLC	105 NE Michael Drive	Burleson	TX	76028	817-307-0829
Bay, Joseph W		236 County Road 404	Dayton	TX	77535	713-504-3984
Bejrowski, Edward J	Bejrowski Tools, Inc.	2015 Amber Glen Dr	Katy	TX	77474	713-582-5540
Bennett, Brian J	Two Rivers Tools, Inc.	3038 Sam Houston Dr	Sugar Land	TX	77479	713-899-7276
Berry, Michael R		5628 West Valley Circle	El Paso	TX	79932	915-588-3603
Bialek, John M	JMB Tools, LLC	3660 Fairview Dr.	Corinth	TX	76210	469-964-0645
Biondo, Louis A	BIONDO TOOLS, LLC	1002 Huron Av	Lubbock	TX	79416	806-928-1623
Bishop, Billy D		1066 Bob White Rd	Longview	TX	75605	903-736-0374
Bohanon, Brent R		7006 Parkhill Trail	Sachse	TX	75048	214-998-3903
Borth, Rickie L		224 Buckingham	Denton	TX	76201	940-391-7876
Brannon, Jason M		710 Adowa Spring Loop	Spring	TX	77373	281-657-5223
Brawner, Karl A		1007 Edgefield Av	Forney	TX	75126	214-882-9725
Brom, Robert E		1091 County Road 150	Columbus	TX	78934	979-732-7766
Brown, Daniel G	DB TOOL & EQUIPMENT LLC	125 Ashbrook Traial	Forney	TX	75126	903-368-1624
Brown, Jarrod L **	JLB Tools & Equipment, Inc.	599 County Road 1260	Quitman	TX	75783	903-787-2233
Bruggman, David R	Bruggman Tool Co INC	2935 Rocky Oak	San Antonio	TX	78232	210-215-0033
Brunson, Michael R		774 Hacienda Wesley	Robinson	TX	76706	254-640-2511
Butler, Jerry Wayne		6030 Acton Meadows	Granbury	TX	76048	817-980-8326
Campbell, Jimmy M	ELLK Services, LLC	1349 Heights Blvd	Houtson	TX	77008	281-253-8297
Cannon, Billy Wayne		9892 Stone Hearth Lane	Forney	TX	75126	214-727-2675

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Individual Franchisee or Principal Owner	Franchisee Entity	Address	City	State	Zip	Phone
Cannon, Terry J		27103 Holly LoRd	Magnolia	TX	77355	281-772-0656
Cantrell, William S		2013 Jim Hogg Rd	Georgetown	TX	78633	512-966-7477
Carver, Darren L		4232 FM 1259	Hereford	TX	79045	806-346-0410
Carver, Michael K	Carver Tool Supply, LLC	1870 Whittington Rd	Kilgore	TX	75662	903-557-1720
Castrejon, Mario A		7107 Great Lakes Drive	San Antonio	TX	78244	210-819-3540
Cernosek, Steve S	MD TOOLS, LLC	7941 Fairchild Blvd	Richmond	TX	77469	979-618-1820
Christian, Wilburn G		1347 Macknight St	Pollok	TX	77969	936-635-3112
Conklin, James G	Jimco Tools & Services, Inc.	511 Governors Place Drive	Katy	TX	77450	713-385-7776
Coombs, Shane M		141 Chase Ln	Aledo	TX	76008	817-966-3922
Corbit, Devin Lee		Po Box 777	Richmond	TX	77406	713-416-9999
Cornett, Steven C		1627 Althea Dr	Houston	TX	77018	281-543-8908
Cowan, Dennis W		9000 Lake Ridge Lake	Kaufman	TX	75142	214-878-8625
Crawford, Kenneth H		103 Hilltop Drive	Kennedale	TX	76060	214-202-7560
Crow, James M	J Crow Enterprises, LLC	1440 County Rd 247	Gatesville	TX	76528	254-493-1318
Crow, Michael J		720 Highway 95 South	Smithville	TX	78957	512-237-0817
Culter, David R	CULTER TOOLS, LLC.	206 Millington Trail	Mansfield	TX	76063	682-429-1001
Curtis, Greg M		2004 Moreland Dr.	San Angelo	TX	76905	325-650-7171
Denard, William E		4014 Oakgardens	Kingwood	TX	77339	713-202-4304
Denman, William E		3405 Front St	Vidor	TX	77662	409-781-5458
Diaz Moran, Jared V		1609 Thornwood Dr	Mission	TX	78574	956-239-4875
Edgmon, Randy Bill		105 Mesquite Dr	Decatur	TX	76234	940-389-2207
Edwards, Jeffrey M		806 Forestcrest Ct	Eules	TX	76039	972-841-7209
Eiland, Kevin R		21719 Forest Vista	Humble	TX	77338	713-254-1951
Eilers, Daniel R	Eilers Tool & Equipment LLC	12929 Mossy Shore Dr	Tomball	TX	77375	281-678-5698
Facundo Jr, Greg C		133 Pinnacle ParkWay	New Braunfels	TX	78132	210-827-7810
Ferrell, Trevor K	Ferrell Tool Works, INC	10331 Crestwater Circle	Magnolia	TX	77354	281-850-1424
Flexner, Raymond J		28043 Indian Path	New Braunfels	TX	78132	210-204-1334
Flood Jr, Reid R		2902 St. Michael Dr	Mansfield	TX	76063	972-979-9146
Freeman, Monty R	Freeman Tool Company, Inc.	1739 Matlock	Mansfield	TX	76063	214-837-0537
French, Christopher D		1514 Sayles Av	Arlington	TX	76018	817-692-9477
Gaertner, Russell L		2936 Philo St.	San Marcos	TX	78666	512-738-7187
Gibson, Wayne E		35 Coronado Trail	Weatherford	TX	76087	817-925-7026
Gill, Jason S	FOUR-BAGGER ENTERPRISES, LLC	139 Blue Jay	Stephenville	TX	76401	325-642-7907
Gindrup, Michael Shane	Gindrup Tool Company, Inc.	725 County Road 112	Burnet	TX	78611	254-718-3573
Glascocock, Michael H		8604 Bear Creek Drive	Austin	TX	78737	512-784-4395

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Goen, Michael R		2804 Andrew Drive	Farmersville	TX	75442	972-489-0862
Gonzalez, Lazaro D		12533 Robin Drive	College Station	TX	77845	979-583-3736
Gosnell, Wendell V		14603 Timbergreen	Magnolia	TX	77355	281-381-9239
Grazian, Dino M		806 Cypresswood ML	Spring	TX	77373	713-858-9970
Green, Michael C	GREEN TOOLS, LLC	10022 Peachridge	Houston	TX	77070	281-932-6538
Gregg, Damon D	Fast Trak Tools, Inc	11501 Cactus Springs	Keller	TX	76244	972-877-6463
Griffin, Mark C	Mark Griffin Tool Co., Inc.	271 Summit Drive	Round Mountain	TX	78663	512-784-7670
Griffith, Thomas H		3150 Thurman Road	Lago Vista	TX	78645	512-422-4616
Gross, John R	144 Corporation	3502 Sun Valley	Houston	TX	77025	713-818-9524
Guerrero, Jason M	JMG TOOLS LLC	3628 SE 32nd	Amarillo	TX	79103	806-341-4303
Gunn, William D	Bill's Tool Company, Inc	3 Kingswood Dr	Lucas	TX	75002	214-796-9969
Hacking, Raymond D		2508 Mockingbird Road	Burleson	TX	76028	817-602-2894
Hanson, Wayne N		Rt 7 Box 53	Jasper	TX	75951	409-384-0025
Harrison, Brian Lee		2716 57th St	Lubbock	TX	79413	806-790-7757
Harrison, James B	M I H TOOLS, INC.	2213 Clairebrooke Drive	Grand Prarie	TX	75050	817-239-1582
Hatfield, Scott A	SCOTT HATFIELD, LLC	112 Lansdale Dr.	Mckinney	TX	75070	214-274-8651
Hernandez, Raul **	R CONCEPTS LLC	13818 Little Leaf Dr	San Antonio	TX	78247	210-970-9307
Hobdy, Gary C		9114 Taidswood Drive	Spring	TX	77379	281-723-6559
Hoelting, Kent Dewayne		19421 Lantana Rd PO Box 303	Bushland	TX	79012	806-679-1725
Isbell, Michael S		310 Saddle Creek Farms Drive	Crosby	TX	77532	281-924-1414
Jarrell, Russell E		5 Fulton Dr North	Alvin	TX	77511	281-796-7213
Johnson, Harold D	Harold Johnson Tool LLC	820 S Macarthur Blvd Ste 105-416	Coppell	TX	75019	214-725-7732
Johnson, Harry W		107 Windswept Drive	Bullard	TX	75757	903-571-9738
Johnson, Ryan O		318 Pecan St	Levelland	TX	79336	806-789-4646
Jones, Eric W		339 CR 4670	Pittsburg	TX	75686	903-563-9264
Jones, Steve L		3511 Gin Road	Texarkana	TX	75503	903-278-9478
Jordan, John Scott		1813 North Bluebird Ln	Harlingen	TX	78550	956-346-2237
Keane, Daniel T		12540 Park Ridge Trail	Ft. Worth	TX	76179	817-829-1144
Keenan, Michael D	M & A TOOL, LLC	2600 Clover Hill Ct	Mckinney	TX	75071	469-877-1021
Kelley, Travis L	KELLEY TOOL AND EQUIPMENT, LLC	1703 W. Corpus Christi St.	Rockport	TX	78382	361-633-8303
Kelly, John W	KELLY TOOLS AND EQUIPMENT, INC.	3906 Egret Ct	Spring	TX	77386	281-831-7211
Kitt, John L		7303 Clear Rock Dr	San Antonio	TX	78255	210-827-2250
Krisle, Norman K	KTS LLC	2517 Cain River Drive	Little Elm	TX	75068	903-520-4823
Kuykendall, Alan W		315 Tremble Road	Weatherford	TX	76085	817-343-5254
Lane, David C		2914 St. Mark Drive	Mansfield	TX	76063	817-253-0248

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Lange, Michael L		1749 West View	Seguin	TX	78155	210-601-6428
Lapp, Benjamin A	Lapp Enterprises, Inc	2404 San Miguel	Friendswood	TX	77546	281-831-7048
Leija, Juan **		17018 Auction Barn Rd.	Alvin	TX	77511	281-541-9092
Lemons, Bobby L		2249 Hwy 271 S	Paris	TX	75462	903-517-9889
Leon, David J		102 Wonder World Dr #304-213	San Marcos	TX	78666	210-834-4922
Loper, Scotty L		5021 Springbrook Rd	Midlothian	TX	76065	972-742-5521
Lopez, Jaime C		232 Pebblebrook Ln	Glenn Hights	TX	75154	214-924-3195
Low, Keven D		7933 Skyline Drive	Abilene	TX	79606	325-439-0534
Lyman, Ben H	LYMAN DISTRIBUTION, LLC	9147 Peuplier	San Antonio	TX	78254	210-241-9358
Maccanelli, Kevin L	Maccanelli Tool Group, LLC	P. O. Box 80691	Midland	TX	79707	432-638-7619
Madison, Carl C	Madison Tool Company, LLC	6142 Weiland Road	Weatherford	TX	76088	817-694-1032
Manship, Michael		1642 Commons Dr	El Paso	TX	79936	915-241-3178
Martin, Paul A		301 S Echols Dr.	Coahoma	TX	79511	432-270-2400
Martin, Robert E		3147 Sherwood Av	Lancaster	TX	75134	214-728-4385
Messersmith Jr, Robert C		3847 Harvey Penick Drive	Round Rock	TX	78664	512-422-8330
Mijares, Ernesto		12453 Tierra Espada Dr.	El Paso	TX	79938	915-276-6134
Minix, Ryan J		4788 Archer City Hwy 79 South	Wichita Falls	TX	76310	940-867-7757
Monnerjahn, David M		1414 Kings Castle	Katy	TX	77450	281-642-5223
Moon Jr, David R	MOON TOOL COMPANY, a Texas Limited Liability Comp	17840 CR 2507	Eustace	TX	75124	903-288-6284
Mueller, Gregory J	4M Tools, LLC	100 Fallow Way	Bastrop	TX	78602	512-992-8090
Murdoch, Mark A		2749 Cordova Rd	Seguin	TX	78155	830-660-0126
Nelson, Phillip E		1512 N 46th St	Mcallen	TX	78501	956-424-5042
Ochoa, Gilbert		451 Dale Dr	New Hope	TX	75071	281-236-8410
O'Connor, Duffy M		6 Cinco Ln	Boerne	TX	78006	210-414-7574
O'Leary, Patrick T		6145 Banderero	El Paso	TX	79912	915-588-5346
Ornelas, Eduardo		3086 Oak Arrow	El Paso	TX	79936	915-479-7627
Page, Daniel S		29607 Legends Green Drive	Spring	TX	77386	832-326-0417
Pagel, Darren M		13934 Miller Road	St Hedwig	TX	78152	210-275-0446
Peterson, Bruce R		6533 Grand Ridge Dr	El Paso	TX	79912	915-204-6533
Petras, Michael Alvin	Petras Distributing, Inc.	5796 N Circuit Dr	Beaumont	TX	77706	409-656-8870
Petro, Curtis R		180 Granite Ln	Austin	TX	78737	512-296-9505
Phillips Jr, James W		9519 Deer Lodge	Magnolia	TX	77354	832-473-4143
Pigg, Jon E	5-J TOOL COMPANY, LLC	PO Box 514	Quitaque	TX	79255	806-759-0649
Pilkington, Ross S		3307 Jack Beaver Rd	Santa Fe	TX	77517	713-858-3422
Plante, Daniel J		14118 Kint Circle St	San Antonio	TX	78247	210-382-1576

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Franchisees as of December 31, 2016

Individual Franchisee or Principal Owner	Franchisee Entity	Address	City	State	Zip	Phone
Porter, James E		6182 Brodnax Ln	San Angelo	TX	76904	325-656-0267
Reidel, Robert Philip		121 Holiday Ln	Coldspring	TX	77331	281-723-8091
Reynolds, Brian A	R & B Tools, LLC	11025 Brook Green Ln	Haslet	TX	76052	512-694-7906
Rios, Jacob T		5006 Risada St	San Antonio	TX	78233	432-889-7119
Rivich, Robert K		16847 Ivy Wild Ln	Houston	TX	77095	281-468-8491
Rodgers, Daniel R		161 Grand Oak	San Antonio	TX	78232	210-422-4051
Rodriguez, Alejandro M	A & M Tools and Equipment LLC	2610 Myrtle Springs Av	Dallas	TX	75220	972-363-5855
Sambrano, Carlos R		14613 Van Fleet Rd	El Paso	TX	79938	915-820-6823
Sandoval, Michael J		4608 Harvard St.	Lubbock	TX	79416	806-392-4720
Savage, Kenneth J		240 P.R. 4331	Longview	TX	75604	903-399-4541
Sawyer, Clifford R	Sawyer Tools & Equipment, LLC	2402 Charter Creek Road	Mesquite	TX	75181	214-605-1418
Schnoor, Daniel N		2330 Vernell Way	Round Rock	TX	78664	512-914-0281
Schultz, Robert R	RRSMLS COMPANY LLC	4227 Wildflower	Alvin	TX	77511	281-684-2233
Scott, James D		22 Dartmouth Circle	Odessa	TX	79764	432-638-1824
Sellers, Paul E	PAUL SELLERS ENTERPRISES LLC	105 Tomahawk Dr E	Lake Kiowa	TX	76240	940-736-8297
Shewmaker, John S	SHEWMAKER TOOL COMPANY, LLC	413 Long Gove Ct	Allen	TX	75002	214-738-2075
Shine, Michael T	Shine Tool Equipment & Service LLC	126 Treehaven Ct	Buda	TX	78610	830-220-0760
Snellgrove, Brian L	Snellgrove Enterprises, LLC	2100 Westside Drive	Stanton	TX	79782	432-413-1861
Snow, Richard M		18102 Kitzman	Cypress	TX	77429	281-814-0515
Sorimon, Vithamol T		5401 Bumham Dr #1112	Corpus Christi	TX	78413	361-960-1750
Staggs, Ronald E		8612 Pamona Drive	Amarillo	TX	79110	806-584-7875
Stewart, David Gordon		5220 Shallow Creek Court	Midlothian	TX	76065	214-837-5618
Sty, Cody L	STY TOOLS, LLC	7318 78th St	Lubbock	TX	79424	806-786-0280
Stuart, Russell L		312 East Carolanne Blvd	Marshall	TX	75672	903-573-4519
Tatsch, Rick A		115 Turtle Bend	Georgetown	TX	78628	512-750-3960
Taylor, Dennis E		351 Cherrywood Ln	Live Oak	TX	78233	210-473-2544
Taylor, Robert Clinton		21018 HWY 35	Alvin	TX	77511	281-650-2773
Thier, Robert E	Robert's Tool Company, Inc	10480 Montanio Drive	New Braunfels	TX	78132	210-827-1710
Thomas, Billy J		20711 Quiet Rose	Spring	TX	77379	832-257-3179
Tipton, Donald T		3490 Riverbend Drive	Vidor	TX	77662	409-656-9961
Tomlinson, Donald W		1791 Vernon St.	Bells	TX	75414	903-870-6279
Torres, Carlos M	CENTURION TRUCKING LLC	5407 Proctor Ct	Laredo	TX	78046	956-744-2202
Trlicek, Kevin J		193 Shannon Valley Drive	Victoria	TX	77904	361-571-4796
Vann, Robbie J		634 Key Ln	Abilene	TX	79602	325-668-4332
Villarreal, Alfredo		1215 Gin Drive	Pharr	TX	78577	956-903-9782

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Franchisees as of December 31, 2016

Individual Franchisee or Principal Owner	Franchisee Entity	Address	City	State	Zip	Phone
Walker, Trenton W		1106 Wildwood Dr	Anna	TX	75409	214-334-5082
Walker, Van Harris		3717 White Settlement Road	Weatherford	TX	76087	817-613-6853
Walters, Derek R	DK WALTERS ENTERPRISES, LLC	2627 Caney Creek Ct	Richmond	TX	77406	832-282-8477
Wilkins, Ian H		6247 Scott Ln	Bryan	TX	77808	979-777-0452
Williams, Ricky D	L & R Tool Company, LLC	9550 Braden Dr	Canyon	TX	79015	806-236-4597
Williams, William G	Williams Tools, LLC	11039 Kirkmead Drive	Houston	TX	77089	832-878-1175
Winget, David E	WINGET TOOL & EQUIPMENT LLC	250 Sunlake Ct	Waco	TX	76712	254-709-9790
Woods, Patrick J	WOODY'S TOOL STORE, LLC	13822 Eaglesnest Bay Dr.	Corpus Christi	TX	78418	361-288-9381
Word, Bobby L	Bobby Word Tools, LLC	230 Pin Oak Ln	Magnolia	TX	77354	713-824-8759
Word, Christopher		P.O. Box 1025	Boyd	TX	76023	817-734-9015
Word, Danny R		40515 Remington Ln	Magnolia	TX	77354	832-640-7065
Wyborny, Dana J	Wyborny Tool & Equipment Co., Inc.	12301 Capitol Saddlery Trail	Austin	TX	78732	512-415-2818
Yanowski, Gary E		7451 Gentling Place Ct	N Richland Hills	TX	76180	817-999-1049
York, Lynn D		7402 Foster Creek	Richmond	TX	77469	713-530-8539
Yost, Richard L		5549 Russell	The Colony	TX	75056	214-551-9175
Ziegler, Christopher E		5745 FM673	Beeville	TX	78102	361-318-8295
Adams, Timothy C	T & K TOOLS, LLC	1341 S Indian Knolls Dr.	Washington	UT	84780	435-668-4569
Barker, William H		2274 S 1350 W	Woods Cross	UT	84087	801-390-0300
Blackham, Jon Emerson		4593 W. 8230 South	West Jordan	UT	84088	801-541-1634
Boley, Glen A	GB TOOLS, LLC	415 Laurel Drive	Sandy	UT	84070	801-809-8096
Brown, Jason L	JCQ TOOLS LLC	1384 E 2850 North	North Ogden	UT	84414	801-791-1495
Cornish, Ian D		9748 So Chesapeake	So Jordan	UT	84095	801-859-8877
Cunningham, Kyle D	CUNNINGHAM TOOLS LLC	1437 North 3775 WeSt	West Point	UT	84015	801-643-3909
Dennis, Kevin P	KPD Enterprises, LLC	6683 Aqua Vista Cove	Salt Lake City	UT	84121	801-573-0635
Flores, Rafael T	Rafael T. Flores, Inc.	1283 E. Hidden Valley Drive	Sandy	UT	84094	801-633-9095
Gebbs, Kenneth R	KG DISTRIBUTING, LLC	1015 N 3575 W	Layton	UT	84041	801-589-9613
Graham, Ryan W	5-FIFTY SOLUTIONS LLC	1879 Allison Way	Syracuse	UT	84075	801-458-9472
Griffiths, Michael L		48 W Park Dr	Elk Ridge	UT	84651	801-420-1534
Hickman, Christopher C	CMH SOLUTIONS, LLC	466 S. 200 E	Brigham City	UT	84302	435-225-3151
Holloway, Richard Evan		1210 Meadow Ridge Ln	South Jordan	UT	84095	801-209-1613
Hood, Jeffery S		1704 Ridgeview Circle	Layton	UT	84040	801-540-0064
Hoskins, Wess L		3241 West 2050 North	Clinton	UT	84015	801-564-0726
Jolley, David Brent	DBMJ Incorporated	608 S. 2050 W.	Vernal	UT	84078	435-790-7723
Kearsley, Kurt M	Northern Utah Tool Sales LLC	3823 S 4950 W	West Haven	UT	84401	801-336-6344
Maag, Ryan G		186 W Lakewood Drive	Orem	UT	84058	801-830-9712

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Individual Franchisee or Principal Owner	Franchisee Entity	Address	City	State	Zip	Phone
McDonald, Glade N	GLADE MCDONALD TOOL SALES, INC.	547 E Salem Canal Rd	Salem	UT	84653	801-361-8379
Mills, Steven J	MILLS INDUSTRIES, INC.	1528 W Spring Meadow Ln	Farmington	UT	84025	801-866-5499
Okerlund, Michael A	O TOOLS LLC	3457 W Melody Creek Circle	Riverton	UT	84065	801-558-6023
Potter, Duane E		2571 West 10950 South	South Jordan	UT	84095	801-755-3193
Rich, Leon R		PO Box 223	Nephi	UT	84648	435-630-4045
Shattuck, Derek J		13984 Friendship Drive	Herriman	UT	84096	801-931-8313
Shiew, John G	J & S Tools, LLC	1450 N 1500 W	Helper	UT	84526	435-630-1262
Smith, Justin R	JJS TOOLS, INC.	3085 S 600 W	Syracuse	UT	84075	801-721-1031
Stewart, Nickolas K	NS Tools, LLC	149 South 100 E	Panguitch	UT	84759	435-680-1538
Taylor, Stephen M		1042 E Murdock Dr	Pleasant Grove	UT	84062	801-318-9607
West, William Don		1550 E Braxton Pl	Logan	UT	84321	435-770-0284
Wright, Cody R		4398 West 5825 South	Hooper	UT	84315	435-229-2451
Adams, Bryan P	BRYANS TOOLS LLC	178 Thwaite Ln	Windchester	VA	22603	540-974-8436
Anderson, John W	John Anderson, LLC	11330 Dumaine Dr.	Midlothian	VA	23112	804-337-0455
Armbrust, Brian M	ARMBRUST INC	749 Washington Drive	Chesapeake	VA	23322	757-713-7000
Austin, Todd R		724 Cedar Ln	Buchanan	VA	24066	540-761-1254
Baccari, Nicholas J	Doggie Black, Inc	6808 Ontario St	Springfield	VA	22152	703-409-7737
Bagbey, George A	George A. Bagbey, Inc	5055 Old Cluster Springs Rd	South Boston	VA	24592	434-470-0574
Bales, Stephen Alan		5773 Lee HighWay	Atkins	VA	24311	276-759-4001
Barger Jr, Donald W		1155 Quail Drive	Goodview	VA	24095	434-841-7627
Bassett, Christopher A	Bassett Tools, Inc.	2937 Forrest Acre Trail	Salem	VA	24153	540-761-2673
Bell, David L	D. L. Bell Tools, Inc.	PO Box 3406	Hampton	VA	23663	757-508-8665
Bowman, Melvin Lynn	MCTAB INC	4801 Booker T Washington HWY	Rocky Mount	VA	24151	540-598-0530
Brann, Timothy R		1356 Rich Neck Road	Warsaw	VA	22572	804-366-4503
Brashears Jr, Russell S	Skips Tools, Inc.	2409 Litchfield Way	Virginia Beach	VA	23453	757-621-4775
Breeden, Chance G		5215 Dunlap Creek Road	Covington	VA	24426	540-958-1251
Brown, James D		94 Ulysses Way	Linden	VA	22642	703-898-2177
Brown, Richard L	TOOL WAGON LLC	1114 Templeton Mill Road	Lynchburg	VA	24503	434-610-9664
Bryant, Robert S	BRYANT TOOLS, INC.	539 Catfish Trail	New Market	VA	22844	540-335-3139
Cain, Andrew M	ATC Tools LLC	4999 Dan Robin Road	Salem	VA	24153	540-598-9094
Cartwright, Mark W	CARMA TOOLS, INC.	5742 Firelight Terrace	Moseley	VA	23120	804-291-8768
Charnick, Elmer W		375 Pinetree Drive	Urbanna	VA	23175	804-815-3459
Cheely, Mark K		334 Brunswick Dr	Brodnax	VA	23920	804-731-8475
Conron, Patrick	Conron Tools Company Inc.	6107 Stegen Drive	Alexandria	VA	22310	301-980-4108

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Cook, Kelvin D	R & K TOOLS, LLC	3905 Wilmington Ct	Virginia Beach	VA	23453	757-309-8250
Cook, Michael J		10096 Meadow Pond Drive	Mechanicsville	VA	23116	804-338-6280
Crotty, Sean E		5511 Dunsmore Rd	Alexandria	VA	22315	240-216-4139
Dadey, Craig J		6325 Mattawan Trail	Mechanicsville	VA	23116	804-357-3483
Dalton, Eric M	Absolute Tools LLC	3922 Northwestern Pike	Winchester	VA	22603	540-533-7889
Davis, Todd C		155 Turners Neck Road	Toano	VA	23168	757-508-2209
Dodd, D Wayne		8103 Wyntrebrooke Ct	Richmond	VA	23235	804-356-8299
Doughton, Danny	DMD Tool Sales, Inc	232 McNeil Mill Rd	Rocky Mount	VA	24151	276-634-7357
Fraze, Donald W		16023 Fairway Drive	Montclair	VA	22025	703-898-8441
Gaines, Shawn P		340 Watkins Farm Rd	Rustburg	VA	24588	434-660-7543
Geffert, William J		445 Oak Springs Dr	Aylett	VA	23009	804-514-9998
Gill, Todd C		4027 So Riverside Dr	Lanexa	VA	23089	757-869-8313
Goad, Vince A		505 S Main	Hillsville	VA	24343	336-401-0136
Hamilton, Jeffrey Grant	Jeff's Tools, Inc.	PO Box 1537	Gloucester	VA	23061	804-815-5145
Hamilton, Steven M	High Speed Tools, LLC	2652 Highland Meadows Way	Virginia Beach	VA	23456	757-717-7627
Herceg Jr, George R	Herceg Tools Sales, Inc.	5213 Watercrest Rd	Midlothian	VA	23112	804-338-7746
Hobbs Jr, Earle B	TOOLMAN HOBBS, LLC	7300 Black Walnut Ln	New Kent	VA	23124	804-356-0490
Holland, Earl G		114 Bradley Drive	Yorktown	VA	23692	757-342-3349
Hudson, John N		10501 Beaver Pond Ct	Fairfax Station	VA	22039	703-795-0952
Isham, William H	Dynamic Tools & Equipment, Inc.	13318 Queen St	Disputanta	VA	23842	804-921-1798
Jenkins, Phillip E	AKB Tools, Inc.	6010 Belmont Rd	Mineral	VA	23117	540-748-2055
Johnson, Roy M	Roy J Enterprises, Inc.	103 Evergreen St	Sterling	VA	20164	703-929-2930
Johnston, Keith C	K.C. Johnston Enterprises Inc	37665 Piggot House Place	Purcellville	VA	20132	703-929-7106
Johnston, Keith C	J G Johnston Enterprises, Inc.	37665 Piggot House Place	Purcellville	VA	20132	703-929-7106
Jones, Jack Dwayne	Tools In Motion, Inc.	1133 Newmarket Dr	Virginia Beach	VA	23464	757-713-2056
Jones, Marcus K		20600 Skinquarter Rd	Moseley	VA	23120	804-833-5482
Jordan, David B		21233 Frog Level Rd	Ruther Glen	VA	22546	804-356-5309
Kandzior, William T	TODD KANDZIOR TOOL COMPANY, INC.	1704 Moles Rd SW	Willis	VA	24380	540-272-3087
Keagy, Daniel F	DF Keagy LLC	1018 Middlebrook Av	Staunton	VA	24401	540-810-7506
Keeler Jr, Johnny L	Dirt Poor Performance & Tools, Inc.	5679 N. Seminole Trail	Brightwood	VA	22715	540-937-0784
Keys, Harley D		11 Essex Road	Grottoes	VA	24441	540-280-1922
King, Paul T	King and Sons Tools, LLC	15201 Turner Drive	Smithfield	VA	23430	757-472-4077
Knight, Eric T		1604 Magruder Road	Smithfield	VA	23430	757-751-3831
Loyd, Timothy D	Tim the Tool Man, Inc.	13 Constituion Av	Portsmouth	VA	23704	757-567-0995

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Lyons, Bryan Lee		14120 Gusty Knoll Ln	Leesburg	VA	20176	703-929-6781
Martin, James C		10900 Weybridge Rd	Chester	VA	23831	804-920-0642
Massie, Calvin W		977 Seminole Trail Suite 223	Charlottesville	VA	22901	434-981-1220
McDonald, David W	Tools 4 U, LLC	1645 Carpers Pike	Gore	VA	22637	540-323-1619
McMillen, Tyler C	Patroit Tools LLC	2308 Smith Av	Cheasapeake	VA	23325	757-718-4591
Meadows, David		3908 Cromwell Ln	Williamsburg	VA	23188	757-879-7378
Mottley, William E	All Tools Inc.	1885 Hope Meadow Way	Powhatan	VA	23139	703-598-6349
Nanni, Jay R	Top Shelf Tools Inc.	1009 Eagle Point Dr	Virginia Beach	VA	23456	757-892-0770
Pantak, Martin R	F & M Tools LLC	1500 Linden Av	Chesapeake	VA	23325	757-343-0152
Pardue, Richard S		13125 Greenwood Creek Dr.	Ashland	VA	23005	804-677-3743
Pearson, Christopher W	PEARSON TOOLS, INC	25302 Independence Road	Unionville	VA	22567	540-661-7756
Perry, Jason E	Traditions Tools & Supply, LLC	703 18th St	Grottoes	VA	24441	540-246-6395
Post, John A	J & L TOOLS INC	26068 Old Valley Pike	Toms Brook	VA	22660	540-331-8932
Pruett, Bradford S	PRUETT ENTERPRISES, INC.	6200 Mudville Rd	Woodford	VA	22580	540-455-6200
Reed, Kenneth C		1457 Stover School Rd	Greenville	VA	24440	540-290-2596
Rowell, Kevin S	Rowell Tool & Equip Co LLC	700 Gullbush Road	Chesapeake	VA	23322	757-416-4537
Schaffer, Mark D	Schaffer Enterprises, Inc.	10460 Greene Dr	Lorton	VA	22079	703-328-4072
Selden, Jefferson S	TOOL DEPOT INC	3460 King William Av	West Point	VA	23181	757-903-1617
Shifflett, Jeremy A	J A S TOOLS LLC	1825 Lacey Springs Rd	Rockingham	VA	22802	540-742-3777
Shifflett, Wayne A		2480 Sawmill Run Ln	Elkton	VA	22827	540-820-4268
Sirt, Michael W		125 Bridge St	Martinsville	VA	24112	276-638-8536
Stambaugh, Bryan C		1896 Dolina Dr	Virginia Beach	VA	23464	757-644-7310
Turman, Matthew A		1255 Fireside Drive	Laurel Fork	VA	24352	276-728-6664
Tyler, Christopher S	5Tylers Enterprise, LLC	2339 Trading Post Road	Huddleston	VA	24104	540-537-5169
Waro, Paul G	Waro Tool Company, Inc.	4730 Spruce Av	Fairfax	VA	22030	703-929-7009
Watts, Kenneth A		7521 Hines Pl	Richmond	VA	23231	804-641-6357
Weippert, John J	Weippert Tools & Diagnostics, LLC	PO Box 303	Parksley	VA	23421	410-924-6240
Wheeler, Charles S	W&W Enterprises Inc.	PO Box 5303	Herndon	VA	20172	703-898-7159
Wiley, Charles S		319 Kay Road	Portsmouth	VA	23701	757-297-0672
Willie, William A		7531 Lisa Ln	Richmond	VA	23294	804-677-6326
Wink, Robert C		306 Cardinal Glen Circle	Sterling	VA	20164	804-677-6326
Wooldridge, Ronnie Wayne	Ronnie Wooldridge, Inc	649 Crossroads Ln	Evington	VA	24550	434-841-7327
Wooldridge, Thomas W		255 White Cypress Dr	Forest	VA	24551	804-841-7168
Woykowski, Theofil H	Tays Corporation	9518 Ada Road	Marshall	VA	20115	540-379-3121

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Hayes, Justin G	JGH Tools LLC	457 Old Creamery Road	Williston	VT	05495	802-578-3786
Holcomb, Kevin		38 West St	Essex Junction	VT	05452	802-343-3066
Jabour, Joe L		29 Country Club Dr	South Burlington	VT	05403	802-343-3619
Kruger, Jeffrey S	Jeff Kruger, LLC	252 East Thompsons Point Rd	Charlotte	VT	05445	802-238-6660
Laperle, Mark R	MRL ENTERPRISES, LLC	419 Hill St Extension	Berlin	VT	05602	802-229-8437
Lyon, Bruce E	Bruce Lyon, LLC	697 Gould Hill Rd	Johnson	VT	05656	802-777-3194
Martin, Cory A	CAM TOOLS INC.	976 Riley Rd	Franklin	VT	05457	802-309-0202
Noyes, Cory P	C&S Tool Sales, LLC	257 Gallagher Acres	Moretown	VT	05676	802-497-4116
Pelton, Peter	PELTON TOOLS, LLC	3044 RTE 153	West Pawlet	VT	05775	802-379-5433
Severance, Timothy W	TKS TOOLS, INC.	21 Marble Av	Rutland	VT	05701	802-353-0032
Smirnov, Vladimir A		23 Tanglewood Drive	Colchester	VT	05446	802-233-4490
Young, Michael J		303 Puckerbrush WeSt	Hyde Park	VT	05655	802-777-2697
Adams, Shaun		13107 NE 144th St	Brush Prairie	WA	98606	360-518-1088
Anderson, Steven L	S & J Anderson	10397 Ridge Pl	Sedro Woolley	WA	98284	360-961-5282
Arrastio, Joseph M	J&J TOOL LLC	20714 East Watson Ln	Otis Orchards	WA	99027	509-999-9181
Battien, Jeff R		18309 96th Dr SE	Snohomish	WA	98290	425-327-0831
Bowman, Jason A		9515 Badke Rd	Snohomish	WA	98290	425-870-9589
Carlson, Andrew B		15711 NE 4th St	Vancouver	WA	98684	503-320-4475
Conte, Vincent A		875 Palmer Rd	Bellingham	WA	98229	206-849-5817
Deane, Francis T		3121 Green Tree Ln	Port Angeles	WA	98362	360-460-0026
Dilbeck, Ricky L	Dilbeck Tools, Inc	502 Bittner Road	Yakima	WA	98901	509-945-5705
Dodd, Charles L		23015 115th NE	Arlington	WA	98223	425-343-8084
Elder, Bradley B	BRADLEY ELDER INC	2855 SW 106th St	Seattle	WA	98146	425-301-8525
Ellithorpe, Roger E		15220 NE 209th Pl	Brush Prairie	WA	98606	360-904-0505
Faulkner, Andy R		19547 NE 167th Av	Brush Prairie	WA	98606	509-262-4254
Felton, Ryan S		3124 56th St. SW	Everett	WA	98203	425-238-4638
Ferguson, Bradley A		2008 S. Tweedt Ct	Kennewick	WA	99338	509-948-2535
Force, Larry D		PO Box 192	Vaughn	WA	98394	253-732-0642
Frost, Carl W	C. Frost Tools, Inc.	12560 8th Ave NW	Seattle	WA	98177	206-793-3902
Frost, Jason K		1220 S Trenton St	Seattle	WA	98108	206-271-9069
Gardner, David L	HCA Investments, Inc.	219 NW 150th Way	Vancouver	WA	98685	503-608-8475
Green, Adam E		3138 N Mullen St	Tacoma	WA	98407	253-223-1700
Green, Bruce A		20045 Gina Marie Ln	Burlington	WA	98233	360-708-3873
Hanson, Wallace L		2194 Elgin Rd NE	Moses Lake	WA	98837	509-750-7640
Hardan, Andy W		21502 99th Ave S E	Snohomish	WA	98296	206-799-1240

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Harden, Darrell E		1027 E 19th	Kennewick	WA	99337	509-521-4676
Harkleroad, Steven G	S.C. Harkelroad, Inc.	20446 299th Lane NE	Duvall	WA	98019	425-260-7566
Harrington, Daniel P		615 E Richmond Av	Dayton	WA	99328	509-520-4531
Hogan, Richard P		2512 SE Park Creat Av	Vancouver	WA	98683	503-894-3611
Holloway, Chad T		183 S Keller Av	East Wenatchee	WA	98802	509-421-0745
Holt, Jerry C	Holt Tools LLC	11115 SE 183rd Pl	Renton	WA	98055	253-293-4166
Hughes, Craig D	Craig's Quality Tools, Inc.	5416 Saint Charles Loop NE	Olympia	WA	98516	360-888-5591
Johnson, Derick C	TOOLS FOR MILES LLC	610 S 40th St	Tacoma	WA	98418	253-227-6030
Juliano, Christopher B		20926 44th Avenue W	Lynnwood	WA	98036	206-683-5963
Kerr, Donald L		15750 Tieton Drive	Yakima	WA	98908	509-728-2832
Kingsley, Michael Dean		3146 Allen St	Kelso	WA	98626	360-957-1297
Legge, Donald E	LEGACY ACCESSORIES, INC.	3522 NE 10th Pl	Renton	WA	98056	425-757-4500
Limpus, Matthew C		25850 175th Place SE	Covington	WA	98042	253-217-6761
McWhirk, David J		27000 E Ante Rd	Newman Lake	WA	99025	509-370-7212
Mikesh Jr, John L	John's Performance Tools, Inc.	2520 185th Ave E	Lake Tapps	WA	98391	253-381-3757
Mondy, Jarrett J		3211 NE 129th Av	Vancouver	WA	98682	503-866-7012
Morse, Chad H		24202 6th Pl. WeSt	Bothell	WA	98021	425-890-2608
Mueller, Steven A	LEADING EDGE TOOLS LLC	1424 Hwy 603	Chahalis	WA	98532	253-307-4236
Muller, Charles F		25712 SE 310th St	Black Diamond	WA	98010	206-409-6050
Mustain, Robert G		7616 112th St SW	Lakewood	WA	98498	360-301-3597
Pietila, Steven C		11123 SE 313th St	Auburn	WA	98092	253-221-7008
Richardson, Randy L		Po Box 403	Kingston	WA	98346	360-731-0537
Rogers, Wesley A	Wescar, Inc.	P.O. Box 493	Puyallup	WA	98371	253-230-1945
Rus Jr, Frank C		2155 Central Road	Everson	WA	98247	360-483-7005
Shelton, Kenneth W	KW SOLUTIONS, INC	P. O. Box 822727	Vancouver	WA	98682	360-903-8000
Short, Justin M	Justin Short Tools, LLC	6303 52nd Ave W	University Place	WA	98467	253-376-2898
Sinclair, Shawn E	SRS Tools, Inc.	222 N. Flint Road	Spokane	WA	99224	208-305-9537
Smart, Darren		17700 SE 40th Pl	Bellevue	WA	98008	425-941-1345
Smith, Scott W		PO Box 12578	Millcreek	WA	98082	206-963-1038
Smith, Zachary A		712 S Huson St	Tacoma	WA	98405	253-222-0991
Strayer, Tracey A	Camden Gap Tools, LLC	1884 Camden Rd	Newport	WA	99156	509-671-7264
Thompson, Gregory E	GREGORY THOMSPSON LLC	13231 166th Ave SE	Renton	WA	98059	425-417-8230
Tobin, Mark P	The Tobin Group, Inc.	8007 162nd Ave KPS	Longbranch	WA	98351	253-209-1609
Turner, Rickey F		311 Edgewater Dr	Carson	WA	98610	509-637-4235
Underwood, George B	G-WOOD CONCEPTS INC	3114 S 1st St	Ridgefield	WA	98642	360-450-8814

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Franchisees as of December 31, 2016

Individual Franchisee or Principal Owner	Franchisee Entity	Address	City	State	Zip	Phone
Voss, Kenneth J		5124 Sleater Kinney Rd NE	Olympia	WA	98506	360-239-8341
Walker, Nathaniel B		5108 North 31st St	Tacoma	WA	98407	253-282-5985
Wilson, Matt J	Matt Wilson Enterprises, LLC	12501 Glennwood Ave SW	Lakewood	WA	98499	360-490-4506
Wolfe, David L		316 Bowdish Rd	Spokane Valley	WA	99206	509-385-6017
Wolff, Gary J	GW TOOLS, LLC	19425 N. Holcomb Rd	Mead	WA	99021	509-570-2225
Adam, Jason K	Meadowood Tool Co., Inc.	360 Meadow Valley Trail	Hudson	WI	54016	715-441-2955
Anderson, Jeremy M	Anderson Tool Sales LLC	7406 Towline Rd	West Bend	WI	53090	262-365-1991
Bartels, William F	Bartels Tools, Inc.	N2503 Steiner Road	Monroe	WI	53566	608-293-4528
Borhart, Daniel F		N8029 Postville	Blanchardville	WI	53516	608-558-4550
Brezinsky, Lynn J		1043 Briarwood Ln	Fond Du Lac	WI	54935	920-948-5830
Chelberg, Lawrence W		2181 140th Av	St. Croix Falls	WI	54024	651-315-1776
Dathan, Harold R	HRD Tool Sales, LLC	1429 Oconomowoc Av	Watertown	WI	53094	920-988-0038
Dirks, Jon J		974 Wert Rd	Hudson	WI	54016	612-845-8868
Enders, Bradley P		N2002 Wittwood	Oostburg	WI	53070	920-627-2723
Flikkshaug, Richard A	Flikks Tools, LLC.	N39765 County Rd O	Whitehall	WI	54773	715-797-7627
Frankland, Daniel C		W10632 Hwy J	Lodi	WI	53555	608-235-8665
Funk, Travis A		1005 County Road A	Hudson	WI	54016	651-253-8626
Garrow, Stephen T	STG Tool Sales, LLC	3535 Spruce St	Appleton	WI	54914	920-585-5414
Gaulke, Todd A	Todds Tools LLC	5613 N. Milwaukee River Parkway	Glendale	WI	53209	414-573-7055
Gilman, Robert A	Robert's Tool Sales, LLC	8092 Tribute Drive	Neenah	WI	54956	920-707-4998
Goetz, Brian S	BG Tools, Inc.	6808 Bittersweet Rd	Wausau	WI	54401	262-385-2047
Gondek, Jeffrey R	J.G. Tools, Inc	2788 E State Road 105	Superior	WI	54880	218-393-3691
Haasl, Jermy P	HAASL TOOLS LLC	341 8th Ave North	Wisconsin Rapids	WI	54495	608-462-3388
Hagel, Marc A		1129 Rainetta Drive	Eau Claire	WI	54701	715-577-1499
Hallermann, Anthony D		917B Daily Road	Hudson	WI	54016	320-282-8854
Harpke, Andrew B	HARPKE TOOL @ EQUIPMENT, LLC	30635 Wild Goose Ln	Burlington	WI	53105	847-354-8496
Harris, Richard L		N 4933 Beaverbrook Avenue	Spooner	WI	54801	715-296-0618
Hatch, Chad M	Wagon Landing Tools, LLC	1447 25th Av	Amery	WI	54001	651-769-7794
Hohneke, Shawn P		518 Marson Dr.	Hudson	WI	54016	651-249-4959
Janson, Charles Lynn		18405 Countryside Ct	Brookfield	WI	53045	414-350-0142
Johnson, Bruce H	Bruce Johnson Enterprises, LLC	E9708 County Road D	Clintonville	WI	54929	715-853-5690
Judge, Daniel J		413 East Water St	Watertown	WI	53094	920-988-2540
Kahl, Keith C		423 17th Av	Almena	WI	54805	715-205-1142
Koenen, Keith J	KDSS Tool Source, Inc.	149 Reynolds Av	Burlington	WI	53105	262-620-3761
Kramer, Kenneth W		2313 W Roselawn Dr	Appleton	WI	54914	920-716-1400

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Franchisees as of December 31, 2016

Individual Franchisee or Principal Owner	Franchisee Entity	Address	City	State	Zip	Phone
Kuehn, Joseph L	Joe Kuehn Enterprises, Inc.	1905 Aster Road	Wausau	WI	54401	715-571-3661
Larsen, Terrel S		1080 21St St. East Apt. 4	Menomonie	WI	54751	715-829-4014
LeJeune, Brandon R	TOOL TOY BOX LLC	9293 Maple Ave PO Box 346	Solon Springs	WI	54873	218-340-1932
Licht, Cory R		908 Garden Pl	Onalaska	WI	54650	608-633-4596
Lotto, Brandon C	BRANDON LOTTO TOOLS, LLC	655 Muenster Ln	Seymour	WI	54165	920-655-7160
Marks, Wesley R		361 Northbrook Road	Luxemburg	WI	54217	920-362-4600
Matenaer, Joseph P		N4648 Hwy D	Helenville	WI	53137	414-491-7259
Mindiola, Anthony J	J.T. MINDY INC.	W258 S4813 Red Clover Dr	Waukesha	WI	53189	414-588-8585
Ortiz, Miguel A	ORTIZ TOOL SALES, LLC	4802 23rd Av	Kenosha	WI	53140	224-944-6622
Ouimet, William G	WGO Tools & Equipment, Inc	4922 N Cumberland Blvd	Whitefish Bay	WI	53217	414-305-8699
Powers, Richard M	Powers House Tool Solutions, LLC	N87 W31689 Hoff Rd	Hartland	WI	53029	262-389-0013
Quick, Terrance R		W8939 Black Otter Ct	Hortonville	WI	54944	920-858-1301
Richard, Frank R	FLR Enterprises, Inc.	PO Box 288	Kieler	WI	53812	563-590-4448
Rickerman, William J	Rickerman Enterprises LLC	2760 US Hwy 12 and 18	Cottage Grove	WI	53527	920-251-1930
Rozzoni, Nicholas L	Everlasting Tools LLC	7822 22nd Av	Kenosha	WI	53143	262-237-7092
Schlater, Jess D	JDS Tools 4U, Inc.	454 Smythe Drive	Williams Bay	WI	53191	262-210-5015
Schmitz, Brett	SCHMITZ TOOL SALES LLC	14513 N Shore Dr	Valders	WI	54245	920-377-0361
Schneider, Chad M		N4509 Moehrke Road	Chilton	WI	53014	920-378-0800
Seidler, Jeremy N	JNS Services, LLC	N128W16655 Holy Hill Road	Germantown	WI	53022	262-305-5913
Seyfert, Paul D	The ERA Dining House &Speakeasy, Inc.	PO Box 2424	Eagle River	WI	54521	715-891-6960
Siefert, Arthur A	Art Siefert Tools LLC	2080 Cardinal Ln	Green Bay	WI	54313	920-434-5355
Siefert, Jared J		736 N. Main St	Luxemburg	WI	54217	920-819-3738
Silverman, Kent E	Kent's Tools, LLC	265 Evergreen Ct	Burlington	WI	53105	262-210-8665
Slaney, Jonathon J	SLANEY SALES, LLC	8342 HWY P.D	Verona	WI	53593	608-574-3080
Sorenson, Joseph J	J & L TOOLS, LLC	W 1915 County Rd D	Burlington	WI	53105	262-210-2078
Spiro, Steven A		3734 S 12th Pl	Sheboygan	WI	53081	920-912-2666
Stege, Jeffery C		W9937 Sunnyside Rd	Antigo	WI	54409	715-219-1698
Swenson, Daniel S	D & M Enterprises, LLC	W1024 Oak Valley Rd	Fountain City	WI	54629	507-429-9610
Swick, Dennis M		W5698 Pioneer Rd	Crivitz	WI	54114	715-927-2865
Tab, Robert W		290 Catskill Rd.	Waukesha	WI	53186	262-364-6587
Thomas, Curtis K		6484 Rangeline Road	Manitowoc	WI	54220	920-323-3814
Thomas, Eric J	THOMAS TOOL SALES, LLC	2700 Crossway Road	Burlington	WI	53105	262-758-0033
Thomas, Scott L	Scott Thomas Incorporated	2506 North Bremen St	Milwaukee	WI	53212	414-881-1078
Vetrone, Mathew J	Vetrone Tool Sales, LLC	1736 Cottonwood Drive	Waukesha	WI	53189	414-255-4306
Warner, Timothy C	TIM'S TOOL SALES LLC	N10241 Town Hall Road	Malone	WI	53049	920-203-8349

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Franchisees as of December 31, 2016

Individual Franchisee or Principal Owner	Franchisee Entity	Address	City	State	Zip	Phone
Warthan, Todd C		17452 Imperial Road	Sparta	WI	54656	608-633-1969
Washebek, James C	Jim's Tool Service, Inc.	8808 Primrose Ln	Wausau	WI	54401	715-421-9517
Weber, Anton J		W331 N9353 West Shore Drive	Hartland	WI	53029	920-988-1558
Weber, James F		W339 N9570 Townline Rd	Oconomowoc	WI	53066	414-350-5127
Wichman, Andrew J	Drews Tools LLC	8768 S Nicholson Road	Oak Creek	WI	53154	414-397-2318
Wold, Aaron R	AARON WOLD, INC.	N 4702 County Road J	Menomonie	WI	54751	715-556-8420
Young, John S	JS Tools, LLC	16228 Woodridge Ln	Hayward	WI	54843	715-651-1970
Beckett, Rodney A		Rt 1 Box 116	Ravenswood	WV	26164	304-377-0904
Brewbaker, Michael L	Brewbaker Tool Sales, Inc.	105 Winding Water Dr	Inwood	WV	25428	304-671-0094
Cameron, James S	CAMERON'S TOOL SALES, LTD	55 Pedal Car Dr	Inwood	WV	25428	304-820-5525
Cockrell, James E		439 Sawgrass Dr	Charles Town	WV	25414	301-801-2757
Creager, David R		200 C and O Dam Road	Daniels	WV	25832	304-890-0179
Dailey, Philip L		2234 State St	Culloden	WV	25510	304-634-1185
Dalrymple, Jeffrey W	Always Fixin LLC	1412 Jamestown Drive	Morgantown	WV	26508	304-376-8898
Fetter, Thomas S	Tom Fetter, Inc	PO Box 130	Williamsburg	WV	24991	304-573-8204
Galford, Robert S		541 Cole Bank Hill Road	Fairmont	WV	26554	304-777-3055
Hardy, Nicholas R		7 Tyson Ct	Petersburg	WV	26847	304-851-7372
Hill, Timothy P		23 Renard Run	Hurricane	WV	25526	205-296-3830
Hinshaw, Michael S	Hinshaw Tools & Equipment, LLC	1137 Hickory Mill Rd	Hurricane	WV	25526	304-545-8593
Keefover, William		1236 Parkside Drive	Fairmont	WV	26554	304-365-4259
Kirk, Richard L		203 Merideth St	Morgantown	WV	26508	907-229-5403
Monroe, Aaron F	MONROE TOOL & EQUIPMENT, LLC	1117 Denver Av	Morgantown	WV	26505	724-810-2969
Phillips, Willis A		1814 Cassville Mt. Morris Rd.	Morgantown	WV	26501	304-216-2096
Sayre, Terry M		632 Ridgeview Dr.	Jane Lew	WV	26378	304-552-3661
Smith, Allen D	Allen Smith Sales & Service, LLC	18770 Charleston Rd	Kenna	WV	25248	304-377-3240
Suiter, Herman Dale		164 Keatley Rd	Princeton	WV	24740	304-320-0418
Wheeler, Matthew J	Wheeler Distribution, LLC	69 Bird Ln	Fayetteville	WV	25840	304-573-8223
Wolfe, Basil F		Rt3 Box 46 Shooks Run Road	Philippi	WV	26416	304-614-8717
Wolfe, Jason C		109 Paradise Ln	Belington	WV	26250	304-614-5017
Banker, Timothy A	Banker Tools Inc	1719 McKinney Dr	Cheyenne	WY	82009	307-631-4786
Corbitt, Shawn D	S & T Tools Corp.	580 Yellowstone Rd	Rock Springs	WY	82901	307-389-4547
Driever, Jack W	Teton Tools, LLC	1800 E River Drive	Jackson	WY	83001	307-699-9166
Jacobson, Kirk L	K J TOOLS, LLC.	6 Hilltop Circle	Gillette	WY	82716	307-680-4996
Johnson, Andrew T	Johnson Tool Company, LLC	44 Pingetzer Rd	Shoshoni	WY	82649	307-921-1197
Medlock, David P	Medlock Enterprises, LLC	1819 Luker Drive	Casper	WY	82609	307-439-9995

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Franchisees as of December 31, 2016

Individual Franchisee or Principal Owner	Franchisee Entity	Address	City	State	Zip	Phone
Roth, James W	J.R. Tool Company	83 Red Fox Drive	Sheridan	WY	82801	307-751-4728
Schram, Kevin M	K S TOOLS INC.	PO BOX 993	Gillette	WY	82717	307-680-6547
Starr, Andrew J	Starr Tools	4142 Cnty Rd 212 Box 100	Hillsdale	WY	82060	307-421-5550
Waufle, Blake L	Waufle's Tool Company	2802 South McKinley	Casper	WY	82601	307-631-2449
Weron, Richard A	Weron Enterprises, Inc.	4512 Bobolink Ln	Laramie	WY	82070	307-760-4304
Weron, Richard A	TRUCK & A PRAYER TOOLS INC	4512 Bobolink Ln	Laramie	WY	82070	307-760-4304
Wilder, Cory J	Wilder Performace LLC	834 North Day Road	Powell	WY	82435	307-254-4567
Young, James		10024 Branding Iron Drive	Cheyenne	WY	82009	307-630-0244

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APPENDIX F

Franchisees Who Had an Outlet Terminated, Canceled, Not Renewed or Otherwise Voluntarily or Involuntarily Ceased to do Business under the Franchise Agreement in the Twelve-Month Period Ended December 31, 2016

Note: In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with Snap-on. You may wish to speak with current and former franchisees, but be aware that not all former franchisees will be able to communicate with you.

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

APPENDIX F

Franchisees Who Had an Outlet Terminated, Canceled, Not Renewed or Otherwise Voluntarily or Involuntarily Ceased to do Business under the Franchise Agreement in the Twelve-Month Period Ended December 31, 2016

Individual Franchisee or Principal Owner	Franchisee Entity	Address	City	State	Zip	Phone
Buholm,Aksel P		3615 N Snow Goose Rd	Palmer	AK	99645	907-745-5355
Howell,Benjamin F		253 Kenyon Drive	Ohatchee	AL	36271	256-820-6819
Winningham,Joseph R		317 Rogers St East	Fort Deposit	AL	36032	334-227-0797
Clem,Ronnie	RCSC Enterprises, Inc.	76 Rocky Gap	Mayflower	AR	72106	501-470-1971
Weatherly,Alex B		4137 Serene Dr	Bauxite	AR	72011	870-250-2959
Barrell,Anthony J	AJRM Tools Inc.	8854 W Runion Drive	Peoria	AZ	85382	623-217-3491
Ching, Adam K **Add'l Franchise	Adam Ching Entperprises, LLC	3729 E. Harrison Street	Gilbert	AZ	85295	480-628-8135
Fernandez,Robert C		781 N Lake Havasu Ave Ste 3	Lake Havasu City	AZ	86406	928-302-4910
Fry,Charles W	C & M Tools, LLC	8200 Lilly Bob	Prescott Valley	AZ	86314	928-273-4406
Gano,Erick P	EPG TOOL SERVICE, LLC.	9212 W Camino De Oro	Peoria	AZ	85383	480-800-9459
Gorton,Ronald W		2101 N 64th St	Mesa	AZ	85215	520-760-6684
Bartholomew,Christopher T		6153 Dunrobin Ave	Lakewood	CA	90713	562-925-8110
Beaver,Thomas		5477 Eastwood Ave	Alta Loma	CA	91737	626-675-3519
Bolves,Bradley		8131 Wynne Ave	Reseda	CA	91335	818-342-1147
Brush,Derek R		17871 Shady View Dr. #1701	Chino Hills	CA	91709	661-435-4709
Clarke,Mark A	M CLARKE DISTRIBUTING LLC	754 Topaz Street	Redwood City	CA	94061	650-660-0094
Cleveland,Cecil S		9793 Dunbar Lane	El Cajon	CA	92021	619-443-8387
Diaz,Joe R		1805 Paseo Azul	Rowland Heights	CA	91748	626-965-3185
Ford,Jeffrey D		1315 26th Street, #108	Santa Monica	CA	90404	310-927-9992
Fowler,William R		23821 Pesaro	Laguna Hills	CA	92653	949-837-4552
Gonzalez,Rene A		6008 Comstock Ave Apt. B	Whittier	CA	90601	562-355-7108
Harris,Kenneth G		1651 Valley Oaks Dr	Gilroy	CA	95020	408-848-6455
Hartley,David J		3528 Wagon Wheel Ct.	Chino	CA	91710	714-926-3875
Keel,Thomas M		1546 Johnston Knoll	Fullerton	CA	92835	714-773-1098
Keener,Paul C		6384 Palomino Circle	Somis	CA	93066	805-642-1690
Marden, Clifford L **Add'l Franchise		3269 Macadam Ct	Napa	CA	94558	707-327-9323
Miller, Walter <i>(Still active-Washington term)</i>		821 Century Way	Danville	CA	94526	425-512-4261
Miranda,Craig		750 Coronado Blvd.	Sacramento	CA	95864	916-283-4041
Moldenhauer,Eric Jerome		2385 Farrington Dr	El Cajon	CA	92020	619-562-9753
Nakamura,Val H		1721 Monte Vista Dr	Vista	CA	92084	760-726-7396
Palmer,Scott W		10533 El Brasso Drive	Whittier	CA	90603	562-789-9138
Pirner,David W		P O Box 216	Wrightwood	CA	92397	760-221-9124
Rothhammer,Robert R		175 Barrett Drive	La Selva	CA	95076	831-689-9978
Schings,Rudy H		9639 Andora Avenue	Chatsworth	CA	91311	818-998-0300
Stiffler,Robert J		1304 Bynum Way	Oakley	CA	94561	925-625-3265
Taylor,Gregory F		8721 Julie Lynne Circle	Tracy	CA	95304	209-832-7365
Vessell,Brian E		2842 Dewolf Ave	Clovis	CA	93619	559-439-3966
Till, Toby A. **Add'l Franchise	Tillbuilt, Inc.	11560 Paris St	Henderson	CO	80640	303-519-3222
Ziegler,James W	Ziegler Tools Corporation	783 Cedar Court	Rifle	CO	81650	970-871-6225
Besade, Stephen A. **Add'l Franchise	Stephen Besade & Sons, LLC	126 Fog Plain Road POS Box 771	Waterford	CT	6385	860-884-6007
Borona,Christopher C		72 Geissler Drive	Shelton	CT	06484	203-924-2698

Franchisees Who Had an Outlet Terminated, Canceled, Not Renewed or Otherwise Voluntarily or Involuntarily Ceased to do Business under the Franchise Agreement in the Twelve-Month Period Ended December 31, 2016

Individual Franchisee or Principal Owner	Franchisee Entity	Address	City	State	Zip	Phone
Pac, Daniel Joseph		309 Birge Park Rd	Harwinton	CT	06791	860-485-1998
Radway, Stephen W		19 Maqonk Point Road	Waterford	CT	06385	860-443-2420
Canni, George J	Canni Enterprises LLC	1700 Moss Creek Drive	Orange Park	FL	32003	904-375-2515
George Jr, Arthur L		3271 Northwest 27th Terrace	Boca Raton	FL	33434	561-574-7376
Hamel, Sean M	SEAN HAMEL, LLC	13971 Ishlala Circle	Wellington	FL	33414	954-826-0684
Hobbs, Grant M		989 Spring St NW	Palm Bay	FL	32907	321-745-8602
Iannelli, Victor A	Iannelli Tools & Equipment, Inc.	1795 Sunwood Blvd	Longwood	FL	32779	407-774-3132
Keith, Garrick N	Garrick Keith Tools, LLC	PO Box 742	San Antonio	FL	33576	813-239-4310
Kellner, William J. **Add'l Franchise	Kellner V11 LLC	7708 West Knights Griffen Rd	Plant City	FL	33565	863-272-2459
Marques, Jay C		5511 SW 55th Ave	Davie	FL	33314	954-547-9670
Morris, Brandon C	MORRIS TOOLS, INC.	32837 Peachtree Ln	Wesley Chapel	FL	33545	209-606-9569
Pafford, Lee Roy		218 Glen Brook Ct	Tallahassee	FL	32317	850-421-5357
Sanchez, Antonio		17368 49th Street North	Loxahatchee	FL	33470	561-204-2630
Schneider, William J	SCHNEIDER TOOLS, INC.	2780 Thornwood Lane	Jacksonville	FL	32207	904-398-5191
Soriano, Juan	JNA Tools, Inc.	2230 Shadow Oak Rd	Sarasota	FL	34240	941-371-6459
Garnett, Charles N		6092 Hwy 42 South	Culloden	GA	31016	478-992-9611
Gavidia, Tito <i>(New York term)</i>	Ethan Tools Corporation	2970 Hopkins Road	Powder Springs	GA	30127	917-295-1709
Schwarz, Roy E		250 Mallard Lane	Locust Grove	GA	30248	770-914-0306
Watts, Kenneth C	Fort Watts Holdings, LLC	7860 Cedar Mountain Road	Douglasville	GA	30134	678-378-3286
Halferty, Michael J	Arno Quality Tools, LLC	1551 Haloa Drive	Honolulu	HI	96818	808-238-1888
Stuchel, Mark D. **Add'l Franchise	Mark D Stuchel, Inc.	21389 360th Street	Earlham	IA	50072	515-577-0993
Wellington, Earl D	Wellington Tool Sales, Inc.	145 Green Meadows Dr	Washington	IA	52353	319-330-9117
Steen, Joshua E		1775 Brookview Drive	Idaho Falls	ID	83404	208-524-6099
Upchurch, Brian T		3156 N 3524 E	Kimberly	ID	83341	208-423-5849
Dato, Kenneth W		3904 North 5000W Road	Kankakee	IL	60901	815-955-2397
Ekin, Heath E	EKIN ENTERPRISES, LLC	2610 116th Ave West	Milan	IL	61264	309-558-8328
Hain, Ernest O		1000 Center Drive	South Elgin	IL	60177	847-812-1300
Harman, Todd R	TODD'S TOOLS INC.	9695 4 Corners Ln	St. Jacob	IL	62281	618-644-4727
Huggins, Andrew S	HUGGINS PROFESSIONAL TOOLS	22203 Gawain Drive	Joliet	IL	60404	815-530-3402
Kempen, Robert		PO Box 241	Clifton	IL	60927	815-694-2063
Miller, Jeffrey N		17419 Parkside Ave	Tinley Park	IL	60477	708-429-0294
Oelhafen, Scott		18842 Spring Creek Drive	New Lenox	IL	60451	815-485-5792
Pew, Robert L	Wrenchmans Toy Store, Inc.	607 Hickory Road	Woodstock	IL	60098	224-588-2102
Rohr, Nicholas R		3928 Urbana Rd	Millstadt	IL	62260	618-410-5207
Ryan, Patrick J	Ryan Tool Sales, LLC	1345 Marco Court	Darien	IL	60561	630-241-2493
Sandoval, Edgar	A & E TOOLS, LLC	108 3rd Avenue	Mendota	IL	61342	815-252-2128
Shafer, Daniel A	Shafer Tool, Inc.	608 Whitmore Trail	McHenry	IL	60050	847-707-4090
Sramek, Frank W		302 Bartram Rd	Riverside	IL	60546	708-442-0990
Storey, David J		5802 Forest Preserve Rd	Rockton	IL	61072	815-289-6210
Wildhirt, David J		16353 S Fieldstone Place	Lockport	IL	60441	630-254-1686
Barnett, Michael R		731 E. 11th St.	Mishiwaka	IN	46544	574-252-5587
Brown, Kevin R		10111 Lantern Road	Fishers	IN	46037	317-595-0500
Daniels, Jeffrey K		19999 Gregory Circle	Noblesville	IN	46062	317-446-1429
Folk, Morris A		1628 W. 200 S.	Warsaw	IN	46580	574-269-2586
Novicki, Teddy J		5910 Paradise Dr	Martinsville	IN	46151	317-422-1813

Franchisees Who Had an Outlet Terminated, Canceled, Not Renewed or Otherwise Voluntarily or Involuntarily Ceased to do Business under the Franchise Agreement in the Twelve-Month Period Ended December 31, 2016

Individual Franchisee or Principal Owner	Franchisee Entity	Address	City	State	Zip	Phone
Reese,David W	D AND H TOOLS INC.	12145 Sycamore Drive	Indianapolis	IN	46236	317-823-5717
Wylie,John G		12231 Hendricks Court	Crown Point	IN	46307	815-337-2398
Hudson, Henry L **Add'l Franchise	J&H Enterprises of Kansas, Inc.	3000 Lincolnshire	Topeka	KS	66614	785-633-0665
McDougal,John H	J and J Tool Service, Inc.	825 Lane Drive	Colby	KS	67701	285-462-2963
Tarkowski,Jon B		2106 South Linden Court	Wichita	KS	67207	316-684-6840
Burnsworth,Mark D		82 Beth Court	Elizabethtown	KY	42701	270-832-7039
Humfleet, Joseph J **Add'l Franchise		59 Jim Brock Road	Pineville	KY	40977	606-524-0915
Jones,Anthony A	ADAM'S TOOL COMPANY LLC	1118 Pea Ridge Rd.	Somerset	KY	42501	606-219-0362
McGarry, Mike E **Add'l Franchise	McGarry's Tools, Inc.	3786 Taylorsville Road	Louisville	KY	40220	502-939-2338
Milburn,John W	Milburn Enterprises, Inc.	1421 Mt Rainier Dr	Lexington	KY	40517	859-271-5486
Moats,Richard J	RJM Tools, LLC	564 Boyce Fairview Rd	Albaton	KY	42122	270-792-3325
Maxsween,Timothy E		20280 Crescent Meadows	Ponchatoula	LA	70454	985-687-2027
Reilly,James M	Tidewater Custom Shop, LLC	41154 Happywoods Rd	Hammond	LA	70403	985-520-1132
Beaudoin,Keith E		146 Magnolia Ave	Gloucester	MA	01930	978-290-0125
Eastman,David M		24 Vermont Avenue	Brockton	MA	02302	508-559-6525
Hulbert,Douglas G		15 Fowlers Ln	Ipswich	MA	01938	978-356-3017
Noyes,Brian		PO Box 172	Hopedale	MA	01747	508-958-7326
Hessonq,Bradley A		11836 Crystal Falls Drive	Smithsburg	MD	21783	301-992-1203
Holland,Lars V		72 Madison Street	Westminster	MD	21157	443-789-4660
Simms,Francis A	FAST TOOLS LLC	7231 River Drive Road	Sparrows Point	MD	21219	410-477-1104
Stratton,William M	W.S. Tools Inc.	4841 Greencove Circle	Baltimore	MD	21219	410-477-9860
Sutton,David S	D.S.S. TOOLS, INC.	5316 Sudley Rd	West River	MD	20778	410-867-1308
Ward,Robert J	R & R Ward Enterprises, Inc.	4005 Tulip Ct.	Huntingtown	MD	20639	410-535-5573
Taylor,Douglas T		5 Sequoia Lane	Scarborough	ME	04074	207-883-3777
Cross,Duane E		7560 N Orleans Rd	Orleans	MI	48865	616-761-3361
Lavallee,Douglas A		1017 Huntly Rd	Niles	MI	49120	269-687-2720
Petrilli,Thomas J		5231 Renee Court	Fowlerville	MI	48836	517-223-0875
Swank,Michael		1152 Vassar	South Lyon	MI	48178	248-767-9692
Engebretson,Michael D		703 Ridgewood Road	Grand Rapids	MN	55744	218-326-9771
Stevens,Kenneth W	KG Tools Inc.	6320 11th Ave SW	Rochester	MN	55902	507-281-3290
Van Overbeke,John A		804 Woodfern Dr.	Marshall	MN	56258	507-537-0674
Boswell, Mark D **Add'l Franchise	Boswell Tools LLC	6965 North Farm Road 155	Springfield	MO	65803	417-597-1537
Donker,Jeffrey		34401 W 141st Street	Rayville	MO	64084	816-655-9329
Halcomb,Harvey G	H-Squared Innovations LLC	13 Lodge Court	Lake Saint Louis	MO	63367	636-561-1576
Ishmael,Timothy L		12610 NW 145th Terrace	Platte City	MO	64079	816-464-2705
John,Jermiah F		23644 HWY 41	Blackwater	MO	65322	660-728-2896
Miller,Lucas M	Luke Miller Tool Sales, LLC	21 Rodeo Lane	Cuba	MO	65453	573-259-5308
Stillwell,Daniel P		900 Willow Drive	Grain Valley	MO	64029	816-522-9626
Vaporean,David A	Dvaporean, LLC	24 Eastview Dr.	Fenton	MO	63026	636-675-3253
White,Terry G	Terry G. White Tool Sales, LLC	19 Forest Hill Dr	Salem	MO	65560	573-729-3255
Murray,Robert W		500 Royal Street	Edwards	MS	39066	601-852-4076
Hoggatt,Gary R	Hoggatt Enterprises, Inc.	3415 Quincy Street	Butte	MT	59701	406-494-1155
Simmert,Merlin S	Mountain Tool INC	108 Vail Court	Missoula	MT	59803	406-543-0801

Franchisees Who Had an Outlet Terminated, Canceled, Not Renewed or Otherwise Voluntarily or Involuntarily Ceased to do Business under the Franchise Agreement in the Twelve-Month Period Ended December 31, 2016

Individual Franchisee or Principal Owner	Franchisee Entity	Address	City	State	Zip	Phone
Bogden,Brad E		931 Maple Ridge Road	Asheboro	NC	27203	336-633-8942
Cain, Kevin A **Add'l Franchise		1776 Arbor Grove Church Rd	Purlear	NC	28665	336-927-5526
Clough, Billy D **Add'l Franchise	D&P Tools, Inc.	155 Brookfield Dr.	Stokesdale	NC	27357	336-312-8743
Davis, Tony W **Add'l Franchise		187 Raven Pine Cr	Wilkesboro	NC	28697	828-964-1668
Greenwood,Jared K	Greenwood Tools, LLC	223 Brown Road	Hendersonville	NC	28791	828-775-9981
Halterman, Thomas M **Add'l Franchise	RCT Tools, Inc.	104 Horsemans Trail	Franklinton	NC	27525	919-795-4786
Henderson,Megan A		1521 Farm Life School Rd	Carthage	NC	28327	910-496-5681
McDaniel,Chad D <i>(South Carolina term)</i>		92 Hillside Dr.	Spruce Pine	NC	28777	803-516-9680
Cowell, James R **Add'l Franchise		27257 385th Ave	Monroe	NE	68647	402-750-1196
Blado,Irving		89 Emily LN Box 10072	South Newbury	NH	03272	603-938-2678
Nattila,Steven S		489 NH Rt 12 N	Fitzwilliam	NH	03447	603-242-6686
Shea,Kevin M	KMS Tools, LLC	5 Springwood Drive	Hooksett	NH	03106	603-489-8840
Crutchley,Richard H		5 Ithaca Court	Hamilton	NJ	08690	609-587-3320
Kleinwaks, Larry B **Add'l Franchise		2704 Lighthouse Lane	Parlin	NJ	8859	973-202-8159
McGrady,Jim		7 Red Hill Road	Warren	NJ	07060	908-604-6272
Polo,Thomas		15 Mulberry Road	Turnersville	NJ	08012	609-582-1925
Wood,Douglas B		144 Steward Street	Trenton	NJ	08610	609-584-7787
Brown,John L	THE RAMBLING RATCHET LLC	3005 S Saint Francis Dr Ste 1D Box	Santa Fe	NM	87505	817-584-7954
Jones,Marty R		725 4th Street NE	Rio Rancho	NM	87124	505-891-2787
Mottaz,Peter H		1728 Black River Drive NE	Rio Rancho	NM	87144	505-980-7942
Munoz,Abran		4425 Airview Blvd	Winnemucca	NV	89445	775-421-1315
Cannizzaro,Joseph J		2992 Shore Road	Bellmore	NY	11710	516-221-2065
Cardinale,Michael A	Cardinale Tools, Inc.	377 Little East Neck Road So.	Babylon	NY	11702	631-275-0495
Fermicola,Anthony		57 Lakeview Ave	Hartsdale	NY	10530	914-948-4867
Fiore,Raymond R	NUT CASE TOOLS SALES, LLC	8143 Wesley Road	Bloomfield	NY	14469	585-657-7898
Janke,Donald		36 Vernon Avenue	East Norwich	NY	11732	516-922-5290
Janson,Ronald		17 Evergreen Drive	Manorville	NY	11949	631-878-6964
Johnson,Larry		1207 Angus Rd	Penn Yan	NY	14527	315-536-6127
Katsur,Steven		71 Central Boulevard	Merrick	NY	11566	516-379-5489
King,Todd M		655 Turnpike Road	Eagle Bridge	NY	12057	518-859-0595
Kohler,Michael J	Tonka Tools, LLC	499 South Plank Rd	Westtown	NY	10998	845-355-1176
Mendenhall,Chad R		4515 Westbury Rd	Wolcott	NY	14590	315-594-8065
Montemurro,Joseph	Pro Choice Tools Inc.	25 Verdi Street	Smithtown	NY	11787	631-724-6409
Perotti, Michael J **Add'l Franchise	Perotti Tool Corp.	28 Long Acre Dr	Huntington	NY	11743	516-359-0543
Valentine,Todd A		3052 Kulp Rd	Eden	NY	14057	716-992-4723
Williamson,Thomas H		148 N Tower Hill Rd	Wassaic	NY	12592	845-677-8895
Yorek, Gerald **Add'l Franchise	CRIM Tools, Inc.	25 Hampshire Court	Holbrook	NY	11741	516-776-4101
Adkins,Justin G	Adkins Enterprises, LLC	514 Western Avenue	Mason	OH	45040	513-259-1454
Bruewer,John G		9616 Monroe Ave	Cincinnati	OH	45242	513-793-9526
Driscoll, Timothy C *Add'l Franchise		1440 Snider Rd	New Carlisle	OH	45344	937-657-3027
McLean,Joseph D		739 16th St NE	Massillon	OH	44646	330-832-0113
Mobarry,Andrew L	Mobarry Tool Sales, LLC	10388 Dugan Gap Road	North Bend	OH	45052	513-658-2449
Richards,Richard D		2718 Spring Hill Raod	Goshen	OH	45122	513-802-6224

Franchisees Who Had an Outlet Terminated, Canceled, Not Renewed or Otherwise Voluntarily or Involuntarily Ceased to do Business under the Franchise Agreement in the Twelve-Month Period Ended December 31, 2016

Individual Franchisee or Principal Owner	Franchisee Entity	Address	City	State	Zip	Phone
Barnett, Mark A	MAB TOOLS LLC	10609 Lakeside Dr	The Village	OK	73120	580-320-5472
Cook, Timothy J **Add'l Franchise	Cook Tool Company	100 Todd Estates	Chickasha	OK	73018	405-222-8892
Cornett, Russell W		11516 Cedar Valley Dr	Oklahoma City	OK	73170	405-573-9746
Jones, Tory D <i>(Deceased)</i>		2014 Spencer Drive	Harrah	OK	73045	405-454-6751
Laskey, Ronald L		9320 South Toledo	Tulsa	OK	74137	918-488-8121
Eldridge, Kevin L		3561 Placer Road	Wolf Creek	OR	97497	503-883-9057
Sorenson, Todd S		1455 Barker Road	Hood River	OR	97031	541-705-5047
Braim, Jesse L		305 W 3rd Street	Mifflinville	PA	18631	570-419-9922
Butz, Daniel R		2199 Sheaffer Rd	Elizabethtown	PA	17022	717-327-1499
Courtney, Kevin D		733 Cheryl Drive	Warminster	PA	18974	215-328-9586
Herring, Lynn	LYNN C. HERRING, LLC	1008 Innisbrook Drive	Greensburg	PA	15601	724-757-6265
Markovich, Mylan F	Markovich Enterprises, LLC	140 Smartnick Rd	Greenburg	PA	15601	724-309-9070
Monaghan, Robert P		26 Goldenrod Drive	Carlisle	PA	17015	717-319-3223
Murray, Michael J		733 Germantown Ave	Lafayette Hill	PA	19444	215-836-0915
Pfeiffer, Brandon M		920 Sickmans Mill Road	Conestoga	PA	17516	717-327-3655
Presutti, Andrew J		5720 Bull Creek Road	Tarentum	PA	15084	724-448-5658
Roberts, Allen M		375 Callowhill Road	Chalfont	PA	18914	215-822-7335
Schober, Robert G		104 Security Dr	Washington	PA	15301	724-228-3665
Slonaker, Walter L		41 Indian Lane	Bovertown	PA	19512	610-473-0776
Strauss, Joseph D		1226 Orchard Rd	Lititz	PA	17543	717-715-7793
Valentine, Dillion J		826 Route 309	Sellersville	PA	18960	267-772-3386
Ventrone, Joseph A		31 Ridge Road	Malvern	PA	19355	610-648-0683
Witucki, Frank L		6079 Rocky Road	Natrona Heights	PA	15065	724-295-4792
Yohn, Phillip C		360 Wood Chuck Drive	Ephrata	PA	17522	717-733-0784
York, William D		4211 Stratford Dr	Irwin	PA	15642	724-861-8604
Zanolli, Robert L		112 Security Dr	Washington	PA	15301	724-228-3147
Martinez, Carlos		PMB 220 PO Box 4956	Caquas	PR	00726	939-642-8064
Jackson, Michael J **Add'l Franchise	MJ Tools & Equipment, Inc.	5 Cedar Forrest Rd	North Smithfield	RI	2896	508-958-6482
Berube, David M **Add'l Franchise <i>(North Carolina term)</i>		5441 Halfway Creek Road	Huger	SC	29450	843-437-0815
Brune, Jason M		3127 Devon Rd	Florence	SC	29505	843-413-0247
Hudak, Jesse J	Upstate Tools, LLC	106 Woods Drive	West Union	SC	29696	864-710-8109
McGrady, Justin J		118 Hendrix Drive	West Columbia	SC	29170	803-569-9473
Westmoreland, Chad A **Add'l Franchises	C A Westmoreland LLC	1390 Piedmont Rd	Blacksburg	SC	29702	803-207-5018
Westmoreland, Geoffrey S	WESTMORELAND TOOLS, LLC	206 Spring Mist Dr.	Lexington	SC	29072	803-318-2100
Loof, Dean A		14128 Hacker Loop	Rapid City	SD	57701	605-390-0534
Vallette, David <i>(Still active - Nebraska term)</i>	Vallette Tools Inc.	15856 Golden Valley Drive	Piedmont	SD	57769	650-390-7427
Sutherland, Ronald L		7761 Grey Squirrel Cove	Cordova	TN	38018	901-365-9181
Berthelot, Stephen P		370 Macon Drive	Nacogdoches	TX	75965	936-645-0040
Brantley, Jerry M		115 Horseshoe Drive	Cooper	TX	75432	903-280-5237
Brown, Ricky G	Rick G. Brown Tools & Equip Inc	623 Country Road 1260	Quitman	TX	75783	903-878-2314
Cisneros, Jose		14114 Kint Circle	San Antonio	TX	78247	210-490-3796
Cremers, James J	Jim's Tools & Equipment, LLC	9580 Tessa Lane	Flint	TX	75762	903-894-3126
George, James A		555 Mobile Home Alley	Poteet	TX	78065	830-570-8470
Hensley, Michael A		1725 S. Timberlane	Vidor	TX	77662	405-301-2545

Franchisees Who Had an Outlet Terminated, Canceled, Not Renewed or Otherwise Voluntarily or Involuntarily Ceased to do Business under the Franchise Agreement in the Twelve-Month Period Ended December 31, 2016

Individual Franchisee or Principal Owner	Franchisee Entity	Address	City	State	Zip	Phone
Johnson, Tommy J		568 Sellmeyer Ln	Highland Village	TX	75077	214-837-5589
Kelly, John W **Add'l Franchise	Kelly Tools and Equipmenet, Inc.	3906 Egret Ct	Spring	TX	77386	281-831-7211
Lapp, Benjamin A **Add'l Franchise	Lapp Enterprises, Inc.	2404 San Miguel	Friendswood	TX	77546	281-831-7048
Moon, Clay M		2627 Wood River Drive	Spring	TX	77373	281-635-5737
Oswalt, John D		3309 Webb Rogers Road	Waskom	TX	75692	903-407-2586
Regian, King Wayne	Regian Tools & Equipment, Inc.	207 Twisted Oak Lane	Crawford	TX	76638	254-717-5517
Schlehuber, Christopher W	Sheelback Tools, Inc.	570 Westward Drive	Royse City	TX	75189	972-527-2685
Sisemore, Juan R		1901 W 19th	Plainview	TX	79072	806-296-6091
Streety, Glen L	STREETY TOOLS, LLC	7318 78th Street	Lubbock	TX	79424	806-794-9286
Veith, Alvin J	VEITH TOOL CO LLC	2127 New York Road	Henrietta	TX	76365	940-224-8934
Woods, Patrick J **Add'l Franchise	Woody's Tool Store, LLC	13822 Eaglesnest Bay Dr.	Corpus Christi	TX	78418	361-288-9381
Wright Jr, Stanley H		621 Hall Road	Ferris	TX	75125	972-544-2080
Hickman, Christopher C **Add'l Franchise	CMH Solutions, LLC	466 S. 200 E	Briham City	UT	84302	435-225-3151
Humpherys, Kirk H		340 West 2300 South	Clearfield	UT	84015	801-927-8712
Kawaguchi, Dennis M	Kawaguchi, Inc.	511 Pleasant View Drive	Kaysville	UT	84037	801-546-3074
Moltzen, Henry M		766 Lava Flow Drive	Santa Clara	UT	84765	435-632-4319
Baker, Robert M		4475 Aberdeen Dr	Gloucester	VA	23061	757-812-5651
Callis, Jason M	Jason M. Callis, LLC	840 Ridge Road	Cobbs Creek	VA	23036	804-815-3807
Dawes, Mark A	Snapper Tools, Inc.	6268 McClellan Road	Mechanicsville	VA	23111	804-781-0690
Dellis, Timothy M		103 Craddock Lane	Huddleston	VA	24104	540-312-5161
Fadley, Ashton W		1112 Shipwreck Drive	New Market	VA	22844	540-421-9566
Fraze, Donald W **Add'l Franchise		16023 Fairway Drive	Montclair	VA	22025	703-898-8441
Hawley, Dennis E		5201 Duke St Unit 303	Alexandria	VA	22304	703-798-5861
Klimas, Eugene M	Eugene Klimas, LLC	5536 Millwood Drive	Gloucester	VA	23061	804-693-7815
Miller, Jason B		8981 Foggy Bottom Way	Charles City	VA	23030	804-725-2694
Parulis, Stephen J	Parulis Enterprises, Inc.	2004 Artaine CT - NW	Leeburg	VA	20176	703-975-2258
Paxton, Keith Lee		4801 Lynbrook Lane	Richmond	VA	23237	804-706-1754
Reed, Kenneth C **Add'l Franchise		1457 Stover School Rd	Greenville	VA	24440	540-290-2596
Weidman, Melinda L	MWEIDMAN TOOLS, LLC	3606 Tanbark Road	North Chesterfield	VA	23235	804-366-1332
Wilson, Stephen W		275 Lucille Ave	Norfolk	VA	23504	757-310-4766
Foster, Bruce Alan		North 5516 Best Rd.	Spokane	WA	99216	509-927-7923
Frost, Carl W **Add'l Franchise	C. Frost Tools, Inc.	12560 8th Ave NW	Seattle	WA	98177	206-793-3902
Johnson, Grant A		31 SE Shadowood Blvd	Shelton	WA	98584	360-432-8206
Langmack, David A	Langmack Enterprises, Inc.	5424 57th Avenue South	Seattle	WA	98118	253-946-9261
Mayotte, Keith L	Keith Mayotte, LLC	2924 North Shore Drive	East Troy	WI	53120	262-684-5156
Meyer, Benjamin R	BRM TOOLS, LLC	N4137 State Highway 13	Medford	WI	54451	715-309-2343
Peterson, Emmerly E		19254 52nd Ave	Chippewa Falls	WI	54729	715-726-9386
Reichhoff, Jeremy R	Reichhoff Tools, LLC	243 Parador Place	Cottage Grove	WI	53527	608-434-2247
Stanton, Casey L		111 Sandy Hill Drive	Augusta	WI	54722	715-210-5132
Van Doren, Keith J		7193 Woodcrest Circle	Rhineland	WI	54501	715-282-5460
Greenwood, Paul F		2271 East Grafton Road	Fairmont	WV	26554	304-366-8228
Hovland, William G	Hovland Inc	38 Marquette Dr	Cody	WY	82414	307-527-5085
Morehead, Colt E		1800 East River Drive	Jackson	WY	83001	307-690-0488
Weron, Richard A. **Add'l Franchise	Ex nihilo Tools, Inc.	4512 Bobolink Lane	Laramie	WY	82070	307-760-4304

APPENDIX G

Audited Consolidated Financial Statements of Snap-on Incorporated as of December 31, 2016

APPENDIX G

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Shareholders of
Snap-on Incorporated:

We have audited the accompanying consolidated balance sheets of Snap-on Incorporated and subsidiaries (the "Company") as of December 31, 2016, and January 2, 2016, and the related consolidated statements of earnings, comprehensive income, equity, and cash flows for each of the three years in the period ended December 31, 2016. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, such consolidated financial statements present fairly, in all material respects, the financial position of Snap-on Incorporated and subsidiaries as of December 31, 2016, and January 2, 2016, and the results of their operations and their cash flows for each of the three years in the period ended December 31, 2016, in conformity with accounting principles generally accepted in the United States of America.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the Company's internal control over financial reporting as of December 31, 2016, based on the criteria established in *Internal Control – Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated February 9, 2017 expressed an unqualified opinion on the Company's internal control over financial reporting.

/s/ DELOITTE & TOUCHE LLP
Milwaukee, Wisconsin
February 9, 2017

Snap-on Incorporated – Consolidated Statements of Earnings

<i>(Amounts in millions, except per share data)</i>	2016	2015	2014
Net sales	\$ 3,430.4	\$ 3,352.8	\$ 3,277.7
Cost of goods sold	(1,720.8)	(1,704.5)	(1,693.4)
Gross profit	1,709.6	1,648.3	1,584.3
Operating expenses	(1,054.1)	(1,053.7)	(1,048.7)
Operating earnings before financial services	655.5	594.6	535.6
Financial services revenue	281.4	240.3	214.9
Financial services expenses	(82.7)	(70.1)	(65.8)
Operating earnings from financial services	198.7	170.2	149.1
Operating earnings	854.2	764.8	684.7
Interest expense	(52.2)	(51.9)	(52.9)
Other income (expense) – net	(0.6)	(2.4)	(0.9)
Earnings before income taxes and equity earnings	801.4	710.5	630.9
Income tax expense	(244.3)	(221.2)	(199.5)
Earnings before equity earnings	557.1	489.3	431.4
Equity earnings, net of tax	2.5	1.3	0.7
Net earnings	559.6	490.6	432.1
Net earnings attributable to noncontrolling interests	(13.2)	(11.9)	(10.2)
Net earnings attributable to Snap-on Incorporated	<u>\$ 546.4</u>	<u>\$ 478.7</u>	<u>\$ 421.9</u>
Net earnings per share attributable to Snap-on Incorporated:			
Basic	\$ 9.40	\$ 8.24	\$ 7.26
Diluted	9.20	8.10	7.14
Weighted-average shares outstanding:			
Basic	58.1	58.1	58.1
Effect of dilutive securities	1.3	1.0	1.0
Diluted	<u>59.4</u>	<u>59.1</u>	<u>59.1</u>

See Notes to Consolidated Financial Statements.

Snap-on Incorporated – Consolidated Statements of Comprehensive Income

<i>(Amounts in millions)</i>	2016	2015	2014
Comprehensive income (loss):			
Net earnings	\$ 559.6	\$ 490.6	\$ 432.1
Other comprehensive income (loss):			
Foreign currency translation*	(99.2)	(110.8)	(128.8)
Unrealized cash flow hedges, net of tax:			
Reclassification of cash flow hedges from accumulated other comprehensive loss	8.8	–	–
Reclassification of cash flow hedges to net earnings	(0.3)	(0.3)	(0.3)
Defined benefit pension and postretirement plans:			
Net prior service costs and credits and unrecognized loss	(93.3)	(48.3)	(136.1)
Income tax benefit	30.7	19.4	47.9
Net of tax	(62.6)	(28.9)	(88.2)
Amortization of net prior service costs and credits and unrecognized loss included in net periodic benefit cost	30.1	38.0	22.0
Income tax benefit	(11.1)	(14.0)	(8.1)
Net of tax	19.0	24.0	13.9
Total comprehensive income	425.3	374.6	228.7
Comprehensive income attributable to noncontrolling interests	(13.2)	(11.9)	(10.2)
Comprehensive income attributable to Snap-on Incorporated	<u>\$ 412.1</u>	<u>\$ 362.7</u>	<u>\$ 218.5</u>

* There is no reclassification adjustment as there was no sale or liquidation of any foreign entity during any period presented.

See Notes to Consolidated Financial Statements.

Snap-on Incorporated – Consolidated Balance Sheets

	Fiscal Year End	
	2016	2015
<i>(Amounts in millions, except share data)</i>		
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 77.6	\$ 92.8
Trade and other accounts receivable – net	598.8	562.5
Finance receivables – net	472.5	447.3
Contract receivables – net	88.1	82.1
Inventories – net	530.5	497.8
Prepaid expenses and other assets	116.5	106.3
Total current assets	<u>1,884.0</u>	<u>1,788.8</u>
Property and equipment – net	425.2	413.5
Deferred income tax assets	72.8	60.4
Long-term finance receivables – net	934.5	772.7
Long-term contract receivables – net	286.7	266.6
Goodwill	895.5	790.1
Other intangibles – net	184.6	195.0
Other assets	39.9	44.0
Total assets	<u>\$ 4,723.2</u>	<u>\$ 4,331.1</u>
LIABILITIES AND EQUITY		
Current liabilities:		
Notes payable and current maturities of long-term debt	\$ 301.4	\$ 18.4
Accounts payable	170.9	148.3
Accrued benefits	52.8	52.1
Accrued compensation	89.8	91.0
Franchisee deposits	66.7	64.4
Other accrued liabilities	307.9	296.0
Total current liabilities	<u>989.5</u>	<u>670.2</u>
Long-term debt	708.8	861.7
Deferred income tax liabilities	13.1	14.3
Retiree health care benefits	36.7	37.9
Pension liabilities	246.5	227.8
Other long-term liabilities	93.4	88.5
Total liabilities	<u>2,088.0</u>	<u>1,900.4</u>
Commitments and contingencies (Note 15)		
Equity		
Shareholders' equity attributable to Snap-on Incorporated:		
Preferred stock (authorized 15,000,000 shares of \$1 par value; none outstanding)	–	–
Common stock (authorized 250,000,000 shares of \$1 par value; issued 67,400,250 and 67,392,545 shares, respectively)	67.4	67.4
Additional paid-in capital	317.3	296.3
Retained earnings	3,384.9	2,986.9
Accumulated other comprehensive loss	(498.5)	(364.2)
Treasury stock at cost (9,450,393 and 9,306,499 shares, respectively)	(653.9)	(573.7)
Total shareholders' equity attributable to Snap-on Incorporated	<u>2,617.2</u>	<u>2,412.7</u>
Noncontrolling interests	18.0	18.0
Total equity	<u>2,635.2</u>	<u>2,430.7</u>
Total liabilities and equity	<u>\$ 4,723.2</u>	<u>\$ 4,331.1</u>

See Notes to Consolidated Financial Statements.

Snap-on Incorporated – Consolidated Statements of Equity

	Shareholders' Equity Attributable to Snap-on Incorporated						Total Equity
	Common Stock	Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Treasury Stock	Noncontrolling Interests	
<i>(Amounts in millions, except share data)</i>							
Balance at December 28, 2013	\$ 67.4	\$ 225.1	\$ 2,324.1	\$ (44.8)	\$ (458.6)	\$ 17.2	\$ 2,130.4
Net earnings for 2014	–	–	421.9	–	–	10.2	432.1
Other comprehensive loss	–	–	–	(203.4)	–	–	(203.4)
Cash dividends – \$1.85 per share	–	–	(107.6)	–	–	–	(107.6)
Stock compensation plans	–	15.7	–	–	34.6	–	50.3
Share repurchases – 680,000 shares	–	–	–	–	(79.3)	–	(79.3)
Tax benefit from certain stock options	–	13.9	–	–	–	–	13.9
Dividend reinvestment plan and other	–	–	(1.2)	–	–	(9.9)	(11.1)
Balance at January 3, 2015	67.4	254.7	2,637.2	(248.2)	(503.3)	17.5	2,225.3
Net earnings for 2015	–	–	478.7	–	–	11.9	490.6
Other comprehensive loss	–	–	–	(116.0)	–	–	(116.0)
Cash dividends – \$2.20 per share	–	–	(127.9)	–	–	–	(127.9)
Stock compensation plans	–	23.3	–	–	40.0	–	63.3
Share repurchases – 723,000 shares	–	–	–	–	(110.4)	–	(110.4)
Tax benefit from certain stock options	–	18.3	–	–	–	–	18.3
Dividend reinvestment plan and other	–	–	(1.1)	–	–	(11.4)	(12.5)
Balance at January 2, 2016	67.4	296.3	2,986.9	(364.2)	(573.7)	18.0	2,430.7
Net earnings for 2016	–	–	546.4	–	–	13.2	559.6
Other comprehensive loss	–	–	–	(134.3)	–	–	(134.3)
Cash dividends – \$2.54 per share	–	–	(147.5)	–	–	–	(147.5)
Stock compensation plans	–	21.0	–	–	40.2	–	61.2
Share repurchases – 758,000 shares	–	–	–	–	(120.4)	–	(120.4)
Other	–	–	(0.9)	–	–	(13.2)	(14.1)
Balance at December 31, 2016	\$ 67.4	\$ 317.3	\$ 3,384.9	\$ (498.5)	\$ (653.9)	\$ 18.0	\$ 2,635.2

See Notes to Consolidated Financial Statements.

Snap-on Incorporated – Consolidated Statements of Cash Flows

<i>(Amounts in millions)</i>	2016	2015	2014
Operating activities:			
Net earnings	\$ 559.6	\$ 490.6	\$ 432.1
Adjustments to reconcile net earnings to net cash provided (used) by operating activities:			
Depreciation	61.4	57.8	54.8
Amortization of other intangibles	24.2	24.7	24.7
Provision for losses on finance receivables	44.0	31.6	27.4
Provision for losses on non-finance receivables	7.5	13.6	14.3
Stock-based compensation expense	31.0	39.8	38.1
Excess tax benefits from stock-based compensation	–	(18.3)	(13.9)
Deferred income tax provision (benefit)	1.3	(5.1)	3.2
Loss (gain) on sales of assets	0.2	(2.1)	0.4
Changes in operating assets and liabilities, net of effects of acquisitions:			
Increase in trade and other accounts receivable	(41.0)	(44.7)	(57.4)
Increase in contract receivables	(31.9)	(34.6)	(37.5)
Increase in inventories	(32.7)	(43.3)	(61.1)
Increase in prepaid and other assets	(11.9)	(28.2)	(50.9)
Increase (decrease) in accounts payable	16.3	4.7	(7.0)
Increase (decrease) in accruals and other liabilities	(51.9)	20.7	35.9
Net cash provided by operating activities	576.1	507.2	403.1
Investing activities:			
Additions to finance receivables	(915.0)	(844.2)	(746.2)
Collections of finance receivables	671.7	624.8	591.4
Capital expenditures	(74.3)	(80.4)	(80.6)
Acquisitions of businesses, net of cash acquired	(160.4)	(11.8)	(41.3)
Disposals of property and equipment	2.2	3.5	0.8
Other	2.4	1.7	2.7
Net cash used by investing activities	(473.4)	(306.4)	(273.2)
Financing activities:			
Repayment of long-term debt	–	–	(100.0)
Proceeds from notes payable	4.5	7.1	4.9
Repayments of notes payable	(5.3)	(6.3)	(1.6)
Net increase (decrease) in other short-term borrowings	135.0	(34.8)	41.7
Cash dividends paid	(147.5)	(127.9)	(107.6)
Purchases of treasury stock	(120.4)	(110.4)	(79.3)
Proceeds from stock purchase and option plans	41.8	41.6	33.0
Excess tax benefits from stock-based compensation	–	18.3	13.9
Other	(24.1)	(24.3)	(17.1)
Net cash used by financing activities	(116.0)	(236.7)	(212.1)
Effect of exchange rate changes on cash and cash equivalents	(1.9)	(4.2)	(2.5)
Decrease in cash and cash equivalents	(15.2)	(40.1)	(84.7)
Cash and cash equivalents at beginning of year	92.8	132.9	217.6
Cash and cash equivalents at end of year	<u>\$ 77.6</u>	<u>\$ 92.8</u>	<u>\$ 132.9</u>
Supplemental cash flow disclosures:			
Cash paid for interest	\$ (51.0)	\$ (50.8)	\$ (52.8)
Net cash paid for income taxes	(247.3)	(191.9)	(191.2)

See Notes to Consolidated Financial Statements.

Note 1: Summary of Accounting Policies

Principles of consolidation and presentation: The Consolidated Financial Statements include the accounts of Snap-on Incorporated and its wholly-owned and majority-owned subsidiaries (collectively, “Snap-on” or “the company”).

Snap-on accounts for investments in unconsolidated affiliates where Snap-on has a greater than 20% but less than 50% ownership interest under the equity method of accounting. Investments in unconsolidated affiliates of \$15.2 million as of December 31, 2016, and \$13.3 million as of January 2, 2016, are included in “Other assets” on the accompanying Consolidated Balance Sheets; no equity investment dividends were received in any period presented. In the normal course of business, the company may purchase products or services from, or sell products or services to, unconsolidated affiliates; purchases from unconsolidated affiliates were \$12.9 million, \$13.4 million and \$15.6 million in 2016, 2015 and 2014, respectively, and sales to unconsolidated affiliates were \$0.2 million in 2016 and zero in both 2015 and 2014. The Consolidated Financial Statements do not include the accounts of the company’s independent franchisees. Snap-on’s Consolidated Financial Statements are prepared in conformity with generally accepted accounting principles in the United States of America (“GAAP”). All intercompany accounts and transactions have been eliminated.

Fiscal year accounting period: Snap-on’s fiscal year ends on the Saturday that is on or nearest to December 31. The 2016 fiscal year ended on December 31, 2016 (“2016”) and contained 52 weeks of operating results. The 2015 fiscal year ended on January 2, 2016 (“2015”) and contained 52 weeks of operating results. The 2014 fiscal year ended on January 3, 2015 (“2014”) and contained 53 weeks of operating results; the impact of the additional week of operations was not material to Snap-on’s 2014 net sales or net earnings.

Use of estimates: The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Financial instruments: The fair value of the company’s derivative financial instruments is generally determined using quoted prices in active markets for similar assets and liabilities. The carrying value of the company’s non-derivative financial instruments either approximates fair value, due to their short-term nature, or the amount disclosed for fair value is based upon a discounted cash flow analysis or quoted market values. See Note 10 for further information on financial instruments.

Revenue recognition: Snap-on recognizes revenue from the sale of tools and diagnostic and equipment products when contract terms are met, the price is fixed or determinable, collectability is reasonably assured and a product is shipped or risk of ownership has been transferred to and accepted by the customer. For sales contingent upon customer acceptance, revenue recognition is deferred until such obligations are fulfilled. Estimated product returns are recorded as a reduction in reported revenues at the time of sale based upon historical product return experience and gross profit margin adjusted for known trends. Provisions for customer volume rebates, discounts and allowances are also recorded as a reduction of reported revenues at the time of sale based on historical experience and known trends. Revenue related to maintenance, extended warranty and subscription agreements is recognized over the terms of the respective agreements.

Snap-on also recognizes revenue related to multiple element arrangements, including sales of hardware, software and software-related services. When a sales arrangement contains multiple elements, such as hardware and software products and/or services, Snap-on uses the relative selling price method to allocate revenues between hardware and software elements. For software elements that are not essential to the hardware’s functionality and related software post-contract customer support, vendor specific objective evidence (“VSOE”) of fair value is used to further allocate revenue to each element based on its relative fair value and, when necessary, the residual method is used to assign value to the delivered elements when VSOE only exists for the undelivered elements. The amount assigned to the products or services is recognized when the product is delivered and/or when the services are performed. In instances where the product and/or services are performed over an extended period, as is the case with subscription agreements or the providing of ongoing support, revenue is generally recognized on a straight-line basis over the term of the agreement, which generally ranges from 12 to 60 months.

Franchise fee revenue, including nominal, non-refundable initial fees, is recognized upon the granting of a franchise, which is when the company has performed substantially all initial services required by the franchise agreement. Franchise fee revenue also includes ongoing monthly fees (primarily for sales and business training as well as marketing and product promotion programs) that are recognized as the fees are earned. Franchise fee revenue totaled \$13.9 million, \$12.7 million and \$12.1 million in 2016, 2015 and 2014, respectively.

Financial services revenue: Snap-on also generates revenue from various financing programs that include: (i) installment sales and lease contracts arising from franchisees' customers and certain other customers of Snap-on who require financing for the purchase or lease of tools and diagnostic and equipment products on an extended-term payment plan; and (ii) business loans and vehicle leases to franchisees. These financing programs are offered through Snap-on's wholly owned finance subsidiaries. Financial services revenue consists primarily of interest income on finance and contract receivables and is recognized over the life of the underlying contracts, with interest computed primarily on the average daily balances of the underlying contracts.

The decision to finance through Snap-on or another financing source is solely at the election of the customer. When assessing customers for potential financing, Snap-on considers various factors regarding ability to pay including the customers' financial condition, debt-servicing ability, past payment experience, and credit bureau and proprietary Snap-on credit model information, as well as the value of the underlying collateral. For finance and contract receivables, Snap-on assesses these factors through the use of credit quality indicators consisting primarily of customer credit risk scores combined with internal credit risk grades, collection experience and other internal metrics.

Financial services lease arrangements: Snap-on accounts for its financial services leases as direct financing or sales-type leases. The company determines the gross investment in the lease as the present value of the minimum lease payments using the interest rate implicit in the lease, net of amounts, if any, included therein for executor costs to be paid by Snap-on, together with any profit thereon. The difference between the gross investment in the lease and the related undiscounted minimum lease payments for the leased property is reported as unearned finance charges. Unearned finance charges are amortized to income over the life of the contract. The default covenants included in the lease arrangements are usual and customary, consistent with industry practice, and do not impact the lease classification. Except in circumstances where the company has concluded that a lessee's financial condition has deteriorated, the other default covenants under Snap-on's lease arrangements are objectively determinable.

Research and engineering: Snap-on incurred research and engineering costs of \$53.4 million, \$49.3 million and \$52.4 million in 2016, 2015 and 2014, respectively. Research and engineering costs are included in "Operating expenses" on the accompanying Consolidated Statements of Earnings.

Internally developed software: Costs incurred in the development of software that will ultimately be sold are capitalized from the time technological feasibility has been attained and capitalization ceases when the related product is ready for general release. During 2016, 2015 and 2014, Snap-on capitalized \$10.8 million, \$14.9 million and \$19.0 million, respectively, of such costs. Amortization of capitalized software development costs, which is included in "Cost of goods sold" on the accompanying Consolidated Statements of Earnings, was \$13.8 million in 2016, \$14.0 million in 2015 and \$13.6 million in 2014. Unamortized capitalized software development costs of \$47.4 million as of 2016 year end and \$50.4 million as of 2015 year end are included in "Other intangibles – net" on the accompanying Consolidated Balance Sheets.

Internal-use software: Costs that are incurred in creating software solutions and enhancements to those solutions are capitalized only during the application development stage of the project.

Shipping and handling: Amounts billed to customers for shipping and handling are included as a component of sales. Costs incurred by Snap-on for shipping and handling are included as a component of cost of goods sold when the costs relate to manufacturing activities. In 2016, 2015 and 2014, Snap-on incurred shipping and handling charges of \$43.1 million, \$39.0 million and \$40.3 million, respectively, that were recorded in "Cost of goods sold" on the accompanying Consolidated Statements of Earnings. Shipping and handling costs incurred in conjunction with selling or distribution activities are included as a component of operating expenses. Shipping and handling charges were \$81.2 million in 2016 and \$78.5 million in both 2015 and 2014; these charges were recorded in "Operating expenses" on the accompanying Consolidated Statements of Earnings.

Advertising and promotion: Production costs of future media advertising are deferred until the advertising occurs. All other advertising and promotion costs are expensed when incurred. For 2016, 2015 and 2014, advertising and promotion expenses totaled \$52.6 million, \$54.9 million and \$51.4 million, respectively. Advertising and promotion costs are included in “Operating expenses” on the accompanying Consolidated Statements of Earnings.

Warranties: Snap-on provides product warranties for specific product lines and accrues for estimated future warranty costs in the period in which the sale is recorded. See Note 15 for information on warranties.

Foreign currency: The financial statements of Snap-on’s foreign subsidiaries are translated into U.S. dollars. Assets and liabilities of foreign subsidiaries are translated at current rates of exchange, and income and expense items are translated at the average exchange rates for the period. The resulting translation adjustments are recorded directly into “Accumulated other comprehensive loss” on the accompanying Consolidated Balance Sheets. Foreign exchange transactions, net of foreign currency hedges, resulted in pretax losses of \$1.3 million, \$2.7 million and \$1.5 million in 2016, 2015 and 2014, respectively. Foreign exchange transaction gains and losses are reported in “Other income (expense) – net” on the accompanying Consolidated Statements of Earnings.

Income taxes: Current tax assets and liabilities are based upon an estimate of taxes refundable or payable for each of the jurisdictions in which the company is subject to tax. In the ordinary course of business, there is inherent uncertainty in quantifying income tax positions. Snap-on assesses income tax positions and records tax benefits for all years subject to examination based upon management’s evaluation of the facts, circumstances and information available at the reporting dates. For those tax positions where it is more-likely-than-not that a tax benefit will be sustained, Snap-on records the largest amount of tax benefit with a greater than 50% likelihood of being realized upon ultimate settlement with a taxing authority that has full knowledge of all relevant information. For those income tax positions where it is not more-likely-than-not that a tax benefit will be sustained, no tax benefit is recognized in the financial statements. When applicable, associated interest and penalties are recognized as a component of income tax expense. Accrued interest and penalties are included within the related tax asset or liability on the accompanying Consolidated Balance Sheets.

Deferred income taxes are provided for temporary differences arising from differences in bases of assets and liabilities for tax and financial reporting purposes. Deferred income taxes are recorded on temporary differences using enacted tax rates in effect for the year in which the temporary differences are expected to reverse. The effect of a change in tax rates on deferred tax assets and liabilities is recognized in income in the period that includes the enactment date. Deferred tax assets are reduced by a valuation allowance when, in the opinion of management, it is more-likely-than-not that some portion or all of the deferred tax assets will not be realized. See Note 8 for further information on income taxes.

Per share data: Basic earnings per share calculations were computed by dividing net earnings attributable to Snap-on Incorporated by the corresponding weighted-average number of common shares outstanding for the period. The dilutive effect of the potential exercise of outstanding options and stock-settled stock appreciation rights (“SARs”) to purchase common shares is calculated using the treasury stock method. As of both December 31, 2016, and January 2, 2016, there were 1,600 awards outstanding that were anti-dilutive; as of January 3, 2015, there were no outstanding awards that were anti-dilutive. Performance-based equity awards are included in the diluted earnings per share calculation based on the attainment of the applicable performance metrics to date. Snap-on had dilutive securities totaling 1,307,914 shares, 1,016,969 shares and 921,050 shares, as of the end of 2016, 2015 and 2014, respectively. See Note 13 for further information on equity awards.

Stock-based compensation: Snap-on recognizes the cost of employee services in exchange for awards of equity instruments based on the grant date fair value of those awards. That cost, based on the estimated number of awards that are expected to vest, is recognized on a straight-line basis over the period during which the employee is required to provide the service in exchange for the award. No compensation cost is recognized for awards for which employees do not render the requisite service. The grant date fair value of employee stock options and similar instruments is estimated using the Black-Scholes valuation model.

The Black-Scholes valuation model requires the input of subjective assumptions, including the expected life of the stock-based award and stock price volatility. The assumptions used are management’s best estimates, but the estimates involve inherent uncertainties and the application of management judgment. As a result, if other assumptions had been used, the recorded stock-based compensation expense could have been materially different from that depicted in the financial statements. See Note 13 for further information on stock-based compensation.

Derivatives: Snap-on utilizes derivative financial instruments, including foreign currency forward contracts, interest rate swap agreements, treasury lock agreements and prepaid equity forward agreements to manage its exposures to foreign currency exchange rate risks, interest rate risks, and market risk associated with the stock-based portion of its deferred compensation plans. Snap-on accounts for its derivative instruments at fair value. Snap-on does not hold or issue financial instruments for speculative or trading purposes. See Note 10 for further information on derivatives.

Cash equivalents: Snap-on considers all highly liquid investments with an original maturity of three months or less to be cash equivalents. There were no cash equivalents as of 2016 and 2015 year ends.

Receivables and allowances for doubtful accounts: All trade, finance and contract receivables are reported on the Consolidated Balance Sheets at their outstanding principal balance adjusted for any charge-offs and net of allowances for doubtful accounts. Finance and contract receivables also include accrued interest and contract acquisition costs, net of contract acquisition fees.

Snap-on maintains allowances for doubtful accounts to absorb probable losses inherent in its portfolio of receivables. The allowances for doubtful accounts represent management's estimate of the losses inherent in the company's receivables portfolio based on ongoing assessments and evaluations of collectability and historical loss experience. In estimating losses inherent in each of its receivable portfolios (trade, finance and contract receivables), Snap-on uses historical loss experience rates by portfolio and applies them to a related aging analysis. Determination of the proper level of allowances by portfolio requires management to exercise significant judgment about the timing, frequency and severity of credit losses that could materially affect the provision for credit losses and, as a result, net earnings. The allowances take into consideration numerous quantitative and qualitative factors that include receivable type, historical loss experience, loss migration, delinquency trends, collection experience, current economic conditions and credit risk characteristics as follows:

- Snap-on evaluates the collectability of receivables based on a combination of various financial and qualitative factors that may affect its customers' ability to pay. These factors may include customers' financial condition, debt-servicing ability, past payment experience, and credit bureau and proprietary Snap-on credit model information, as well as the value of the underlying collateral.
- For finance and contract receivables, Snap-on assesses quantitative and qualitative factors through the use of credit quality indicators consisting primarily of collection experience and other internal metrics as follows:
 - Collection experience – Snap-on conducts monthly reviews of credit and collection performance for each of its finance and contract receivable portfolios focusing on data such as delinquency trends, non-performing assets, and charge-off and recovery activity. These reviews allow for the formulation of collection strategies and potential collection policy modifications in response to changing risk profiles in the finance and contract receivable portfolios.
 - Other internal metrics – Snap-on maintains a system that aggregates credit exposure by customer, risk classification and geographical area, among other factors, to further monitor changing risk profiles.

Management performs detailed reviews of its receivables on a monthly and/or quarterly basis to assess the adequacy of the allowances based on historical and current trends and other factors affecting credit losses and to determine if any impairment has occurred. A receivable is impaired when it is probable that all amounts related to the receivable will not be collected according to the contractual terms of the agreement. Additions to the allowances for doubtful accounts are maintained through adjustments to the provision for credit losses, which are charged to current period earnings; amounts determined to be uncollectable are charged directly against the allowances, while amounts recovered on previously charged-off accounts increase the allowances. Net charge-offs include the principal amount of losses charged-off as well as charged-off interest and fees. Recovered interest and fees previously charged-off are recorded through the allowances for doubtful accounts and increase the allowances. Finance receivables are assessed for charge-off when an account becomes 120 days past due and are charged-off typically within 60 days of asset repossession. Contract receivables related to equipment leases are generally charged-off when an account becomes 150 days past due, while contract receivables related to franchise finance and van leases are generally charged-off up to 180 days past the asset return date. For finance and contract receivables, customer bankruptcies are generally charged-off upon notification that the associated debt is not being reaffirmed or, in any event, no later than 180 days past due.

Snap-on does not believe that its trade accounts, finance or contract receivables represent significant concentrations of credit risk because of the diversified portfolio of individual customers and geographical areas. See Note 3 for further information on receivables and allowances for doubtful accounts.

Other accrued liabilities: Supplemental balance sheet information for “Other accrued liabilities” as of 2016 and 2015 year end is as follows:

<i>(Amounts in millions)</i>	2016	2015
Income taxes	\$ 21.4	\$ 28.5
Accrued restructuring	2.8	4.1
Accrued warranty	16.0	16.4
Deferred subscription revenue	43.0	40.7
Accrued property, payroll and other taxes	36.1	39.7
Accrued selling and promotion expense	24.7	23.3
Other	163.9	143.3
Total other accrued liabilities	<u>\$ 307.9</u>	<u>\$ 296.0</u>

Inventories: Snap-on values its inventory at the lower of cost or market and adjusts for the value of inventory that is estimated to be excess, obsolete or otherwise unmarketable. Snap-on records allowances for excess and obsolete inventory based on historical and estimated future demand and market conditions. Allowances for raw materials are largely based on an analysis of raw material age and actual physical inspection of raw material for fitness for use. As part of evaluating the adequacy of allowances for work-in-progress and finished goods, management reviews individual product stock-keeping units (SKUs) by product category and product life cycle. Cost adjustments for each product category/product life-cycle state are generally established and maintained based on a combination of historical experience, forecasted sales and promotions, technological obsolescence, inventory age and other actual known conditions and circumstances. Should actual product marketability and raw material fitness for use be affected by conditions that are different from management estimates, further adjustments to inventory allowances may be required.

Snap-on adopted the “last-in, first-out” (“LIFO”) inventory valuation method in 1973 for its U.S. locations. Snap-on’s U.S. inventories accounted for on a LIFO basis consist of purchased product and inventory manufactured at the company’s heritage U.S. manufacturing facilities (primarily hand tools and tool storage). Since Snap-on began acquiring businesses in the 1990’s, the company has used the “first-in, first-out” (“FIFO”) inventory valuation methodology for acquisitions; the company does not adopt the LIFO inventory valuation methodology for new acquisitions. See Note 4 for further information on inventories.

Property and equipment: Property and equipment is stated at cost less accumulated depreciation and amortization. Depreciation and amortization are provided on a straight-line basis over estimated useful lives. Major repairs that extend the useful life of an asset are capitalized, while routine maintenance and repairs are expensed as incurred. Capitalized software included in property and equipment reflects costs related to internally developed or purchased software for internal use and is amortized on a straight-line basis over their estimated useful lives. Long-lived assets are evaluated for impairment when events or circumstances indicate that the carrying amount of the long-lived asset may not be recoverable. See Note 5 for further information on property and equipment.

Goodwill and other intangible assets: Goodwill and other indefinite-lived assets are tested for impairment annually or more frequently if events or changes in circumstances indicate that the assets might be impaired. Annual impairment tests are performed by the company in the second quarter of each year using information available as of fiscal April month end. Snap-on evaluates the existence of goodwill and indefinite-lived intangible asset impairment on the basis of whether the assets are fully recoverable from projected, discounted cash flows of the related reportable unit or asset. Intangible assets with finite lives are amortized over their estimated useful lives using straight-line and accelerated methods depending on the nature of the particular asset. See Note 6 for further information on goodwill and other intangible assets.

New accounting standards

In March 2016, the Financial Accounting Standards Board (“FASB”) issued Accounting Standards Update (“ASU”) No. 2016-09, *Compensation – Stock Compensation (Topic 718) – Improvements to Employee Share-Based Payment Accounting*, which is intended to simplify several aspects of the accounting for stock-based compensation transactions, including the income tax consequences, classification of awards as either equity or liabilities, and classification on the statements of cash flows. Snap-on adopted this ASU as of January 3, 2016. Prior to adoption, excess tax benefits or expense related to stock-based compensation transactions were recognized in “Additional paid-in capital” on the accompanying Consolidated Balance Sheets; following adoption, all excess tax benefits or expense related to stock-based compensation transactions are recognized prospectively as income tax benefits or expense in the accompanying Consolidated Statements of Earnings. In addition, the excess tax benefits or expense from stock-based compensation transactions previously included in “Financing activities” on the accompanying Consolidated Statements of Cash Flows are prospectively included on that statement as a component of “Net earnings.” To eliminate diversity in practice, the ASU also requires that cash payments to tax authorities in connection with shares withheld to meet employees’ statutory tax withholding requirements are to be included retrospectively, for all periods presented, in financing activities on the statements of cash flows. The adoption of this ASU did not have a significant impact on the company’s Consolidated Financial Statements.

In November 2015, the FASB issued ASU No. 2015-17, *Balance Sheet Classification of Deferred Taxes (Topic 740)*, to simplify the presentation of deferred income taxes by requiring that all deferred tax liabilities and assets be classified as long term on the balance sheet. Snap-on adopted this ASU as of April 2, 2016. Upon adoption, Snap-on retrospectively reclassified \$109.9 million of current “Deferred income tax assets,” \$45.9 million of long-term “Deferred income tax assets,” and \$0.3 million of current deferred income tax liabilities (included in “Other accrued liabilities”) to long-term “Deferred income tax liabilities” on the accompanying 2015 year-end Consolidated Balance Sheet. Due to the jurisdictional netting of non-current deferred tax assets and liabilities, Snap-on’s overall assets and liabilities were reduced by \$155.8 million on the revised 2015 year-end Consolidated Balance Sheet.

In September 2015, the FASB issued ASU No. 2015-16, *Business Combinations (Topic 805)*, to simplify the accounting and disclosures for entities that report provisional amounts for items in a business combination for which the accounting is incomplete at the end of the reporting period in which the business combination occurred. The ASU, which was effective for Snap-on at the beginning of its 2016 fiscal year, requires that an acquirer recognize adjustments to provisional amounts identified during the measurement period in the reporting period in which the adjustment amounts are determined as if the accounting had been completed at the acquisition date. Entities are required to present separately on the face of the income statement or disclose in the notes to the financial statements the amounts recorded in current-period earnings (by line item) that would have been recorded in previous reporting periods if the adjustments to the provisional amounts had been recognized as of the acquisition date. The adoption of this ASU did not have a significant impact on the company’s Consolidated Financial Statements.

In May 2015, the FASB issued ASU No. 2015-07, *Fair Value Measurement (Topic 820): Disclosures for Investments in Certain Entities That Calculate Net Asset Value per Share (or Its Equivalent)*, which removed the requirement to categorize within the fair value hierarchy all investments for which fair value is measured using the net asset value (“NAV”) per share practical expedient. The ASU also removed the requirement to make certain disclosures for all investments that are eligible to be measured at fair value using the NAV per share practical expedient. Rather, those disclosures are limited to investments for which the entity has elected to measure the fair value using the practical expedient. Entities are required to apply the provisions of this ASU retrospectively to all periods presented. Snap-on adopted ASU No. 2015-07 at the beginning of its 2016 fiscal year. In Note 11 and Note 12, certain investments within the company’s pension and postretirement plan assets that are measured at fair value using the NAV per share (or its equivalent) practical expedient have not been classified in the fair value hierarchy. The adoption of this ASU did not have a significant impact on the company’s Consolidated Financial Statements.

In October 2016, the FASB issued ASU No. 2016-16, *Income Taxes (Topic 740) – Intra-Entity Transfers of Assets Other Than Inventory*. The ASU eliminates the requirement to defer the recognition of current and deferred income taxes for an intra-entity asset transfer until the asset has been sold to an outside party. Under the new guidance, an entity should recognize the income tax consequences of an intra-entity transfer of an asset other than inventory when the transfer occurs. The ASU is effective for fiscal years beginning after December 15, 2017, including interim periods within those fiscal years; early adoption is permitted as of the beginning of an annual reporting period for which financial statements (interim or annual) have not been issued or made available for issuance (i.e., the first interim period if an entity issues interim financial statements). The amendments in this ASU are to be applied on a modified retrospective basis through a cumulative-effect adjustment directly to retained earnings at the time of adoption. The company is currently assessing the impact this ASU will have on its consolidated financial statements.

In August 2016, the FASB issued ASU No. 2016-15, *Statement of Cash Flows (Topic 230)*, which adds and/or clarifies guidance on the classification of certain cash receipts and payments in the statement of cash flows. The new guidance is intended to reduce diversity in practice in how certain transactions are classified in the statement of cash flows. This ASU is effective for fiscal years beginning after December 15, 2017, including interim periods within those fiscal years; early adoption is permitted. The company is currently assessing the impact this ASU will have on its consolidated statements of cash flows.

In June 2016, the FASB issued ASU No. 2016-13, *Financial Instruments – Credit Losses (Topic 326)*, to require the measurement of expected credit losses for financial instruments held at the reporting date based on historical experience, current conditions and reasonable forecasts. The main objective of this ASU is to provide financial statement users with more decision-useful information about the expected credit losses on financial instruments and other commitments to extend credit held by a reporting entity at each reporting date. ASU No. 2016-13 is effective for fiscal years beginning after December 15, 2019, including interim periods within those fiscal years; the ASU allows for early adoption as of the beginning of an interim or annual reporting period beginning after December 15, 2018. The company is currently assessing the impact this ASU will have on its consolidated financial statements.

In May 2014, the FASB issued ASU No. 2014-09, *Revenue from Contracts with Customers (Topic 606)*, which outlines a single comprehensive model for entities to use in accounting for revenue arising from contracts with customers and supersedes most current revenue recognition guidance, including industry-specific guidance. Topic 606 is based on the principle that an entity should recognize revenue to depict the transfer of goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. Topic 606 also requires additional disclosure about the nature, amount, timing and uncertainty of revenue and cash flows arising from customer contracts, including significant judgments and changes in judgments and assets recognized from costs incurred to fulfill a contract.

In December 2016, the FASB issued ASU No. 2016-20, *Technical Corrections and Improvements to Topic 606, Revenue from Contracts with Customers*, which clarified the guidance in Topic 606 on assessing certain aspects of the new revenue standard, including loan guarantee fees, contract cost impairment testing, provisions for loan losses, disclosure of remaining and prior-period performance obligations, contract modifications, contract assets and receivables, refund liabilities, advertising costs and other items. The amendments in this ASU did not change the core principles of the guidance in Topic 606.

In May 2016, the FASB issued ASU No. 2016-12, *Revenue from Contracts with Customers (Topic 606) – Narrow-Scope Improvements and Practical Expedients*, which clarified the guidance in Topic 606 on assessing collectibility, presentation of sales taxes, noncash consideration, and completed contracts and contract modifications at transition. The amendments in this ASU did not change the core principles of the guidance in Topic 606.

In April 2016, the FASB issued ASU No. 2016-10, *Revenue from Contracts with Customers (Topic 606) – Identifying Performance Obligations and Licensing*, which clarified the identification of performance obligations and the licensing implementation guidance in Topic 606. The amendments in this ASU did not change the core principles of the guidance in Topic 606.

In March 2016, the FASB issued ASU No. 2016-08, *Revenue from Contracts with Customers (Topic 606) – Principal versus Agent Considerations (Reporting Revenue Gross versus Net)*. ASU No. 2016-08 clarified the principal-versus-agent implementation guidance in Topic 606 that requires an entity to determine whether the nature of its promise to provide goods or services to a customer is performed in a principal or agent capacity and to recognize revenue in a gross or net manner based on its principal/agent designation. The amendments in this ASU did not change the core principles of the guidance in Topic 606.

Entities may early adopt Topic 606 only as of annual reporting periods beginning after December 15, 2016, including interim reporting periods within that reporting period. Entities have the option of adopting this standard using either a full retrospective approach or a modified retrospective approach (i.e., through a cumulative-effect adjustment directly to retained earnings at the time of adoption).

Snap-on commenced its assessment of Topic 606 during the second half of 2014 and developed a comprehensive project plan that included representatives from across the company's business segments. The project plan included analyzing the standard's impact on the company's various revenue streams, comparing its historical accounting policies and practices to the requirements of the new standard, and identifying potential differences from applying the requirements of the new standard to its contracts. In addition, the company is in the process of identifying and implementing appropriate changes to its business processes, systems and controls to support revenue recognition and disclosures under Topic 606.

As of December 31, 2016, and subject to the potential effects of any new related ASUs issued by the FASB in 2017, as well as the company's evaluation of new transactions and contracts, the company has substantially completed its evaluation of the expected impact of adopting Topic 606 and anticipates that the adoption of this standard will not have a significant impact on the company's consolidated financial statements. The company presently expects to adopt Topic 606 at the beginning of its 2018 fiscal year using the modified retrospective approach.

In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842)*, to increase transparency and comparability among organizations by recognizing lease assets and lease liabilities on the balance sheet and disclosing key information about leasing arrangements. The ASU is intended to represent an improvement over previous GAAP, which did not require lease assets and lease liabilities to be recognized for most leases. This ASU, which supersedes most current lease guidance, affects any entity that enters into a lease (as that term is defined in the ASU), with some specified scope exemptions. ASU No. 2016-02 is effective for fiscal years beginning after December 15, 2018, including interim periods within those fiscal years; the ASU allows for early adoption as of the beginning of an interim or annual reporting period. The company is currently assessing the impact this ASU will have on its consolidated financial statements.

Note 2: Acquisitions

On November 16, 2016, Snap-on acquired Ryeson Corporation (d/b/a Sturtevant Richmond) for a preliminary cash purchase price of \$12.9 million (or \$12.5 million, net of cash acquired). The preliminary purchase price is subject to change based upon the finalization of a working capital adjustment that is expected to be completed in the first quarter of 2017. Sturtevant Richmond, based in Carol Stream, Illinois, designs, manufactures and distributes mechanical and electronic torque wrenches as well as wireless torque error proofing systems for a variety of industrial applications. For segment reporting purposes, the results of operations and assets of Sturtevant Richmond have been included in the Commercial & Industrial Group since the acquisition date.

As of December 31, 2016, and subject to the finalization of the working capital adjustment in the first quarter of 2017, the company has completed the majority of the purchase accounting valuations for the acquired net assets, including the identification of \$3.7 million of non-amortized trademarks, of Sturtevant Richmond. On a preliminary basis, the \$3.2 million excess of the Sturtevant Richmond purchase price over the fair value of the net assets acquired was recorded in "Goodwill" on the accompanying Consolidated Balance Sheets. The company does not expect any of the goodwill will be deductible for tax purposes.

On October 31, 2016, Snap-on acquired Car-O-Liner Holding AB ("Car-O-Liner") for a preliminary cash purchase price of \$151.8 million (or \$147.9 million, net of cash acquired). The preliminary purchase price is subject to change based upon the finalization of a working capital adjustment that is expected to be completed in the first quarter of 2017. Car-O-Liner, headquartered in Gothenburg, Sweden, designs and manufactures collision repair equipment, and information and truck alignment systems. For segment reporting purposes, substantially all of Car-O-Liner's results of operations and assets have been included in the Repair Systems & Information Group since the acquisition date, with the remaining portions included in the Commercial & Industrial Group.

As of December 31, 2016, the purchase accounting valuations for the acquired net assets of Car-O-Liner, including intangible assets, were not complete. Given the timing and complexity of this acquisition, the presentation of Car-O-Liner in Snap-on's 2016 Consolidated Financial Statements, including the allocation of the purchase price, has been prepared on a preliminary basis and changes to the allocations will occur as fair value estimates of the acquired net assets are determined. The company anticipates completing the purchase accounting valuations for Car-O-Liner during the first half of 2017. On a preliminary basis, the \$128.1 million excess of the Car-O-Liner purchase price over the net assets acquired was recorded in "Goodwill" on the accompanying Consolidated Balance Sheets. The company does not expect any of the goodwill will be deductible for tax purposes.

The following is a summary of the preliminary values of the assets acquired and liabilities assumed of Car-O-Liner as of the acquisition date:

<i>(Amounts in millions)</i>	<u>Amount</u>
Assets acquired:	
Cash	\$ 3.9
Trade and other accounts receivable	17.4
Inventories	18.0
Property and equipment	7.6
Goodwill	128.1
Other assets	<u>2.7</u>
Total assets acquired	177.7
Liabilities assumed:	
Accounts payable	9.8
Accrued expenses	9.3
Pension liabilities	4.3
Other liabilities	<u>2.5</u>
Total liabilities assumed	<u>25.9</u>
Preliminary net assets acquired	<u>\$ 151.8</u>

The post-acquisition revenues and earnings for the Sturtevant Richmond and Car-O-Liner acquisitions, individually and collectively, were neither significant nor material to Snap-on's 2016 results of operations.

On July 27, 2015, Snap-on acquired the assets of Ecotechnics S.p.A. ("Ecotechnics") for a cash purchase price of \$11.8 million. Ecotechnics designs and manufactures vehicle air conditioning service equipment for original equipment manufacturer ("OEM") dealerships and the automotive aftermarket worldwide.

On May 28, 2014, Snap-on acquired substantially all of the assets of Pro-Cut International, Inc. ("Pro-Cut") for a cash purchase price of \$41.3 million. Pro-Cut designs, manufactures and distributes on-car brake lathes, related equipment and accessories used in brake servicing by automotive repair facilities.

For segment reporting purposes, the results of operations and assets of Ecotechnics and Pro-Cut have been included in the Repair Systems & Information Group since the respective acquisition dates.

Pro forma financial information has not been presented for any of these acquisitions as the net effects, individually and collectively, were neither significant nor material to Snap-on's results of operations or financial position. See Note 6 for further information on goodwill and other intangible assets.

Note 3: Receivables*Trade and Other Accounts Receivable*

Snap-on's trade and other accounts receivable primarily arise from the sale of tools and diagnostic and equipment products to a broad range of industrial and commercial customers and to Snap-on's independent franchise van channel on a non-extended-term basis with payment terms generally ranging from 30 to 120 days.

The components of Snap-on's trade and other accounts receivable as of 2016 and 2015 year end are as follows:

<i>(Amounts in millions)</i>	2016	2015
Trade and other accounts receivable	\$ 612.8	\$ 579.2
Allowances for doubtful accounts	(14.0)	(16.7)
Total trade and other accounts receivable – net	\$ 598.8	\$ 562.5

Finance and Contract Receivables

Snap-on Credit LLC ("SOC"), the company's financial services operation in the United States, originates extended-term finance and contract receivables on sales of Snap-on's products sold through the U.S. franchisee and customer network and to certain other customers of Snap-on; Snap-on's foreign finance subsidiaries provide similar financing internationally. Interest income on finance and contract receivables is included in "Financial services revenue" on the accompanying Consolidated Statements of Earnings.

Snap-on's finance receivables are comprised of extended-term installment payment contracts to both technicians and independent shop owners (i.e., franchisees' customers) to enable them to purchase tools and diagnostic and equipment products on an extended-term payment plan, generally with average payment terms approaching four years. Contract receivables, with payment terms of up to 10 years, are comprised of extended-term installment payment contracts to a broad base of customers worldwide, including shop owners, both independents and national chains, for their purchase of tools and diagnostic and equipment products. Contract receivables also include extended-term installment loans to franchisees to meet a number of financing needs, including working capital loans, loans to enable new franchisees to fund the purchase of the franchise and van leases. Finance and contract receivables are generally secured by the underlying tools and/or diagnostic or equipment products financed and, for installment loans to franchisees, other franchisee assets.

The components of Snap-on's current finance and contract receivables as of 2016 and 2015 year end are as follows:

<i>(Amounts in millions)</i>	2016	2015
Finance receivables, net of unearned finance charges of \$17.0 million and \$16.9 million, respectively	\$ 488.1	\$ 460.7
Contract receivables, net of unearned finance charges of \$15.6 million and \$15.1 million, respectively	89.3	83.5
Total	577.4	544.2
Allowances for doubtful accounts:		
Finance receivables	(15.6)	(13.4)
Contract receivables	(1.2)	(1.4)
Total	(16.8)	(14.8)
Total current finance and contract receivables – net	\$ 560.6	\$ 529.4
Finance receivables – net	\$ 472.5	\$ 447.3
Contract receivables – net	88.1	82.1
Total current finance and contract receivables – net	\$ 560.6	\$ 529.4

The components of Snap-on's finance and contract receivables with payment terms beyond one year as of 2016 and 2015 year end are as follows:

<i>(Amounts in millions)</i>	2016	2015
Finance receivables, net of unearned finance charges of \$13.0 million and \$10.9 million, respectively	\$ 967.5	\$ 797.5
Contract receivables, net of unearned finance charges of \$21.5 million and \$21.1 million, respectively	289.4	269.6
Total	1,256.9	1,067.1
Allowances for doubtful accounts:		
Finance receivables	(33.0)	(24.8)
Contract receivables	(2.7)	(3.0)
Total	(35.7)	(27.8)
Total long-term finance and contract receivables – net	\$ 1,221.2	\$ 1,039.3
Finance receivables – net	\$ 934.5	\$ 772.7
Contract receivables – net	286.7	266.6
Total long-term finance and contract receivables – net	\$ 1,221.2	\$ 1,039.3

Long-term finance and contract receivables installments, net of unearned finance charges, as of 2016 and 2015 year end are scheduled as follows:

<i>(Amounts in millions)</i>	2016		2015	
	Finance Receivables	Contract Receivables	Finance Receivables	Contract Receivables
Due in Months:				
13 – 24	\$ 380.9	\$ 69.5	\$ 361.0	\$ 65.1
25 – 36	296.9	60.2	252.8	56.6
37 – 48	196.8	49.7	137.8	46.5
49 – 60	92.9	37.7	45.9	35.0
Thereafter	–	72.3	–	66.4
Total	\$ 967.5	\$ 289.4	\$ 797.5	\$ 269.6

Delinquency is the primary indicator of credit quality for finance and contract receivables. Receivable balances are considered delinquent when contractual payments become 30 days past due.

Finance receivables are generally placed on nonaccrual status (nonaccrual of interest and other fees) (i) when a customer is placed on repossession status; (ii) upon receipt of notification of bankruptcy; (iii) upon notification of the death of a customer; or (iv) in other instances in which management concludes collectability is not reasonably assured. Finance receivables that are considered nonperforming include receivables that are on nonaccrual status and receivables that are generally more than 90 days past due.

Contract receivables are generally placed on nonaccrual status (i) when a receivable is more than 90 days past due or at the point a customer's account is placed on terminated status regardless of its delinquency status; (ii) upon notification of the death of a customer; or (iii) in other instances in which management concludes collectability is not reasonably assured. Contract receivables that are considered nonperforming include receivables that are on nonaccrual status and receivables that are generally more than 90 days past due.

The accrual of interest and other fees is resumed when the finance or contract receivable becomes contractually current and collection of all remaining contractual amounts due is reasonably assured. Finance and contract receivables are evaluated for impairment on a collective basis. A receivable is impaired when it is probable that all amounts related to the receivable will not be collected according to the contractual terms of the applicable agreement. Impaired finance and contract receivables are covered by the company's respective allowances for doubtful accounts and are charged-off against the allowances when appropriate. As of 2016 and 2015 year end, there were \$24.9 million and \$18.2 million, respectively, of impaired finance receivables, and there were \$2.0 million and \$1.7 million, respectively, of impaired contract receivables.

It is the general practice of Snap-on's financial services business to not engage in contract or loan modifications. In limited instances, Snap-on's financial services business may modify certain impaired receivables in troubled debt restructurings. The amount and number of restructured finance and contract receivables as of 2016 and 2015 year end were immaterial to both the financial services portfolio and the company's results of operations and financial position.

The aging of finance and contract receivables as of 2016 and 2015 year end is as follows:

(Amounts in millions)	30-59 Days Past Due	60-90 Days Past Due	Greater Than 90 Days Past Due	Total Past Due	Total Not Past Due	Total	Greater Than 90 Days Past Due and Accruing
2016 year end:							
Finance receivables	\$ 15.1	\$ 9.8	\$ 17.0	\$ 41.9	\$ 1,413.7	\$ 1,455.6	\$ 13.2
Contract receivables	1.4	0.9	1.4	3.7	375.0	378.7	0.5
2015 year end:							
Finance receivables	\$ 12.1	\$ 7.6	\$ 11.9	\$ 31.6	\$ 1,226.6	\$ 1,258.2	\$ 9.1
Contract receivables	1.3	0.7	1.3	3.3	349.8	353.1	0.3

The amount of performing and nonperforming finance and contract receivables based on payment activity as of 2016 and 2015 year end is as follows:

(Amounts in millions)	2016		2015	
	Finance Receivables	Contract Receivables	Finance Receivables	Contract Receivables
Performing	\$ 1,430.7	\$ 376.7	\$ 1,240.0	\$ 351.4
Nonperforming	24.9	2.0	18.2	1.7
Total	\$ 1,455.6	\$ 378.7	\$ 1,258.2	\$ 353.1

The amount of finance and contract receivables on nonaccrual status as of 2016 and 2015 year end is as follows:

(Amounts in millions)	2016	2015
Finance receivables	\$ 11.7	\$ 9.3
Contract receivables	1.5	1.5

The following is a rollforward of the allowances for doubtful accounts for finance and contract receivables for 2016 and 2015:

(Amounts in millions)	2016		2015	
	Finance Receivables	Contract Receivables	Finance Receivables	Contract Receivables
Allowances for doubtful accounts:				
Beginning of year	\$ 38.2	\$ 4.4	\$ 32.7	\$ 3.5
Provision	44.0	1.0	31.6	2.5
Charge-offs	(39.8)	(1.8)	(31.7)	(1.9)
Recoveries	6.2	0.4	5.9	0.4
Currency translation	-	(0.1)	(0.3)	(0.1)
End of year	\$ 48.6	\$ 3.9	\$ 38.2	\$ 4.4

The following is a rollforward of the combined allowances for doubtful accounts related to trade and other accounts receivable, as well as finance and contract receivables, for 2016, 2015 and 2014:

<i>(Amounts in millions)</i>	<u>Balance at Beginning of Year</u>	<u>Expenses</u>	<u>Deductions ⁽¹⁾</u>	<u>Balance at End of Year</u>
Allowances for doubtful accounts:				
2016	\$ 59.3	\$ 51.5	\$ (44.3)	\$ 66.5
2015	52.4	45.1	(38.2)	59.3
2014	46.0	41.7	(35.3)	52.4

⁽¹⁾ Represents write-offs of bad debts, net of recoveries, and the net impact of currency translation.

Note 4: Inventories

Inventories by major classification as of 2016 and 2015 year end are as follows:

<i>(Amounts in millions)</i>	<u>2016</u>	<u>2015</u>
Finished goods	\$ 467.4	\$ 437.9
Work in progress	42.7	42.9
Raw materials	93.6	90.3
Total FIFO value	603.7	571.1
Excess of current cost over LIFO cost	(73.2)	(73.3)
Total inventories – net	<u>\$ 530.5</u>	<u>\$ 497.8</u>

Inventories accounted for using the FIFO method approximated 59% and 57% of total inventories as of 2016 and 2015 year end, respectively. The company accounts for its non-U.S. inventory on the FIFO method. As of 2016 year end, approximately 33% of the company's U.S. inventory was accounted for using the FIFO method and 67% was accounted for using the LIFO method. There were no LIFO inventory liquidations in 2016, 2015 or 2014.

Note 5: Property and Equipment

Property and equipment (which are carried at cost) as of 2016 and 2015 year end are as follows:

<i>(Amounts in millions)</i>	<u>2016</u>	<u>2015</u>
Land	\$ 19.1	\$ 19.7
Buildings and improvements	309.4	297.9
Machinery, equipment and computer software	809.6	780.3
Property and equipment – gross	1,138.1	1,097.9
Accumulated depreciation and amortization	(712.9)	(684.4)
Property and equipment – net	<u>\$ 425.2</u>	<u>\$ 413.5</u>

The estimated service lives of property and equipment are principally as follows:

Buildings and improvements	3 to 50 years
Machinery, equipment and computer software	2 to 15 years

The cost and accumulated depreciation of property and equipment under capital leases as of 2016 and 2015 year end are as follows:

<i>(Amounts in millions)</i>	2016	2015
Buildings and improvements	\$ 20.5	\$ 20.1
Accumulated depreciation	(12.3)	(11.0)
Net book value	<u>\$ 8.2</u>	<u>\$ 9.1</u>

Depreciation expense was \$61.4 million, \$57.8 million and \$54.8 million in 2016, 2015 and 2014, respectively.

Note 6: Goodwill and Other Intangible Assets

The changes in the carrying amount of goodwill by segment for 2016 and 2015 are as follows:

<i>(Amounts in millions)</i>	Commercial & Industrial Group	Snap-on Tools Group	Repair Systems & Information Group	Total
Balance as of 2014 year end	\$ 275.9	\$ 12.5	\$ 522.3	\$ 810.7
Currency translation	(22.8)	–	(4.0)	(26.8)
Acquisition	–	–	6.2	6.2
Balance as of 2015 year end	\$ 253.1	\$ 12.5	\$ 524.5	\$ 790.1
Currency translation	(16.4)	–	(9.5)	(25.9)
Acquisitions	5.7	–	125.6	131.3
Balance as of 2016 year end	<u>\$ 242.4</u>	<u>\$ 12.5</u>	<u>\$ 640.6</u>	<u>\$ 895.5</u>

Goodwill of \$895.5 million as of 2016 year end includes, on a preliminary basis, \$131.3 million of non-tax-deductible goodwill from the 2016 acquisitions of Car-O-Liner and Sturtevant Richmond. The preliminary goodwill from Car-O-Liner of \$128.1 million as of 2016 year end is distributed as follows: \$125.6 million in the Repair Systems & Information Group and \$2.5 million in the Commercial & Industrial Group. The preliminary goodwill from Sturtevant Richmond of \$3.2 million as of 2016 year end is included in the Commercial & Industrial Group. The preliminary purchase prices for the Car-O-Liner and Sturtevant Richmond acquisitions are subject to the finalization of working capital adjustments that are expected to be completed in the first quarter of 2017. See Note 2 for additional information on acquisitions.

As the purchase accounting valuations for the acquired net assets of Car-O-Liner were not complete as of December 31, 2016, the allocation of the purchase price, and resulting goodwill, has been prepared on a preliminary basis and changes to the allocations will occur as fair value estimates of the acquired net assets, including intangible assets, are determined.

Additional disclosures related to other intangible assets as of 2016 and 2015 year end are as follows:

<i>(Amounts in millions)</i>	2016		2015	
	Gross Carrying Value	Accumulated Amortization	Gross Carrying Value	Accumulated Amortization
Amortized other intangible assets:				
Customer relationships	\$ 142.6	\$ (86.0)	\$ 146.2	\$ (79.7)
Developed technology	17.7	(17.7)	18.9	(18.9)
Internally developed software	165.7	(118.3)	156.0	(105.6)
Patents	31.9	(21.5)	30.1	(20.9)
Trademarks	2.8	(1.8)	2.6	(1.7)
Other	7.2	(2.2)	7.6	(1.9)
Total	367.9	(247.5)	361.4	(228.7)
Non-amortized trademarks	64.2	–	62.3	–
Total other intangible assets	<u>\$ 432.1</u>	<u>\$ (247.5)</u>	<u>\$ 423.7</u>	<u>\$ (228.7)</u>

The gross carrying value of non-amortized trademarks as of 2016 year end includes \$3.7 million related to the Sturtevant Richmond acquisition.

Significant and unanticipated changes in circumstances, such as declines in profitability and cash flow due to significant and long-term deterioration in macroeconomic, industry and market conditions, the loss of key customers, changes in technology or markets, significant changes in key personnel or litigation, a significant and sustained decrease in share price and/or other events, including effects from the sale or disposal of a reporting unit, could require a provision for impairment of goodwill and/or other intangible assets in a future period. As of 2016 year end, the company had no accumulated impairment losses.

The weighted-average amortization periods related to other intangible assets are as follows:

	In Years
Customer relationships	15
Internally developed software	3
Patents	8
Trademarks	6
Other	39

Snap-on is amortizing its customer relationships on both an accelerated and straight-line basis over a 15 year weighted-average life; the remaining intangibles are amortized on a straight-line basis. The weighted-average amortization period for all amortizable intangibles on a combined basis is 11 years.

The company's customer relationships generally have contractual terms of three to five years and are typically renewed without significant cost to the company. The weighted-average 15 year life for customer relationships is based on the company's historical renewal experience. Intangible asset renewal costs are expensed as incurred.

The aggregate amortization expense was \$24.2 million in 2016 and \$24.7 million in both 2015 and 2014. Based on current levels of amortizable intangible assets and estimated weighted-average useful lives, estimated annual amortization expense is expected to be \$23.2 million in 2017, \$20.8 million in 2018, \$17.5 million in 2019, \$13.9 million in 2020, and \$12.2 million in 2021.

Note 7: Exit and Disposal Activities

In 2016, the company's Repair Systems & Information Group recorded \$0.9 million of severance costs for exit and disposal activities, all of which qualified for accrual treatment; no costs for exit and disposal activities were recorded in 2015. In 2014, Snap-on recorded \$6.5 million of severance costs for exit and disposal activities, all of which qualified for accrual treatment. The exit and disposal accrual of \$2.8 million as of 2016 year end is expected to be fully utilized in 2017. Snap-on anticipates funding the remaining cash requirements of its exit and disposal activities with available cash on hand, cash flows from operations and borrowings under the company's existing credit facilities. The estimated costs for the exit and disposal activities were based on management's best business judgment under prevailing circumstances.

Note 8: Income Taxes

The source of earnings before income taxes and equity earnings consisted of the following:

<i>(Amounts in millions)</i>	2016	2015	2014
United States	\$ 644.0	\$ 578.4	\$ 481.1
Foreign	157.4	132.1	149.8
Total	<u>\$ 801.4</u>	<u>\$ 710.5</u>	<u>\$ 630.9</u>

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

<i>(Amounts in millions)</i>	2016	2015	2014
Current:			
Federal	\$ 175.9	\$ 165.8	\$ 137.6
Foreign	39.9	40.8	41.2
State	27.2	19.7	17.5
Total current	<u>243.0</u>	<u>226.3</u>	<u>196.3</u>
Deferred:			
Federal	6.3	(8.7)	10.0
Foreign	(6.7)	3.9	(8.2)
State	1.7	(0.3)	1.4
Total deferred	<u>1.3</u>	<u>(5.1)</u>	<u>3.2</u>
Total income tax provision	<u>\$ 244.3</u>	<u>\$ 221.2</u>	<u>\$ 199.5</u>

The following is a reconciliation of the statutory federal income tax rate to Snap-on's effective tax rate:

	2016	2015	2014
Statutory federal income tax rate	35.0%	35.0%	35.0%
Increase (decrease) in tax rate resulting from:			
State income taxes, net of federal benefit	2.4	2.3	2.2
Noncontrolling interests	(0.6)	(0.6)	(0.5)
Repatriation of foreign earnings	(0.1)	(3.0)	(0.4)
Change in valuation allowance for deferred tax assets	(1.0)	0.1	(0.9)
Adjustments to tax accruals and reserves	0.3	0.8	0.5
Foreign rate differences	(2.1)	(1.9)	(2.2)
Domestic production activities deduction	(1.9)	(1.9)	(2.0)
Excess tax benefits related to equity compensation	(1.8)	-	-
Other	0.3	0.3	(0.1)
Effective tax rate	<u>30.5%</u>	<u>31.1%</u>	<u>31.6%</u>

Snap-on's effective income tax rate on earnings attributable to Snap-on Incorporated was 31.0% in 2016, 31.7% in 2015, and 32.1% in 2014. The effective tax rate for 2016 included tax benefits from the reversal of deferred tax asset valuation allowances that are now expected to be realized in future years, as well as tax benefits associated with the January 3, 2016 adoption of ASU No. 2016-09; these tax benefits were partially offset by tax contingency reserves established for certain non-U.S. tax audits. See Note 1 for further information on the company's adoption of ASU No. 2016-09.

Temporary differences that give rise to the net deferred income tax asset (liability) as of 2016, 2015 and 2014 year end are as follows:

<i>(Amounts in millions)</i>	2016	2015	2014
Long-term deferred income tax assets (liabilities):			
Inventories	\$ 33.3	\$ 29.4	\$ 29.2
Accruals not currently deductible	77.7	71.1	72.7
Tax credit carryforward	15.1	10.2	–
Employee benefits	108.1	101.2	91.5
Net operating losses	42.8	44.4	53.5
Depreciation and amortization	(209.8)	(199.3)	(191.2)
Valuation allowance	(21.7)	(32.0)	(34.8)
Equity-based compensation	24.3	22.7	19.6
Cash flow hedge	(5.5)	–	–
Other	(4.6)	(1.6)	(5.7)
Net deferred income tax asset	<u>\$ 59.7</u>	<u>\$ 46.1</u>	<u>\$ 34.8</u>

As of 2016 year end, Snap-on had tax net operating loss carryforwards totaling \$253.8 million as follows:

<i>(Amounts in millions)</i>	State	Federal	Foreign	Total
Year of expiration:				
2017-2021	\$ –	\$ –	\$ 37.6	\$ 37.6
2022-2026	0.3	–	6.5	6.8
2027-2031	122.1	–	37.6	159.7
2032-2036	–	–	–	–
Indefinite	–	–	49.7	49.7
Total net operating loss carryforwards	<u>\$ 122.4</u>	<u>\$ –</u>	<u>\$ 131.4</u>	<u>\$ 253.8</u>

A valuation allowance totaling \$21.7 million, \$32.0 million and \$34.8 million as of 2016, 2015 and 2014 year end, respectively, has been established for deferred income tax assets primarily related to certain subsidiary loss carryforwards that may not be realized. For the year ended December 31, 2016, the net valuation allowance decreased by \$10.3 million primarily due to a non-U.S. subsidiary having, in part, attained three years of cumulative pretax income and, as a result, management concluded there is sufficient positive evidence that it is more-likely-than-not that additional deferred taxes are realizable. Realization of the net deferred income tax assets is dependent on generating sufficient taxable income prior to their expiration. Although realization is not assured, management believes it is more-likely-than-not that the net deferred income tax assets will be realized. The amount of the net deferred income tax assets considered realizable, however, could change in the near term if estimates of future taxable income during the carryforward period fluctuate.

The following is a reconciliation of the beginning and ending amounts of unrecognized tax benefits for 2016, 2015 and 2014:

<i>(Amounts in millions)</i>	2016	2015	2014
Unrecognized tax benefits at beginning of year	\$ 7.2	\$ 6.4	\$ 4.6
Gross increases – tax positions in prior periods	2.5	1.7	2.1
Gross decreases – tax positions in prior periods	(0.3)	(0.5)	–
Gross increases – tax positions in the current period	0.5	0.5	1.8
Settlements with taxing authorities	–	–	(1.6)
Lapsing of statutes of limitations	(0.5)	(0.9)	(0.5)
Unrecognized tax benefits at end of year	<u>\$ 9.4</u>	<u>\$ 7.2</u>	<u>\$ 6.4</u>

The unrecognized tax benefits of \$9.4 million, \$7.2 million and \$6.4 million as of 2016, 2015 and 2014 year end, respectively, would impact the effective income tax rate if recognized. As of December 31, 2016, unrecognized tax benefits of \$3.4 million, \$2.4 million and \$3.6 million were included in “Deferred income tax assets,” “Other accrued liabilities” and “Other long-term liabilities,” respectively, on the accompanying Consolidated Balance Sheet. Interest and penalties related to unrecognized tax benefits are recorded in income tax expense. As of 2016, 2015 and 2014 year end, the company had provided for \$0.9 million, \$0.5 million and \$0.5 million, respectively, of accrued interest and penalties related to unrecognized tax benefits. During 2016, the company increased the reserve attributable to interest and penalties associated with unrecognized tax benefits by a net \$0.4 million. As of December 31, 2016, \$0.4 million and \$0.5 million of accrued interest and penalties were included in “Other accrued liabilities” and “Other long-term liabilities,” respectively, on the accompanying Consolidated Balance Sheet.

Snap-on and its subsidiaries file income tax returns in the United States and in various state, local and foreign jurisdictions. It is reasonably possible that certain unrecognized tax benefits may either be settled with taxing authorities or the statutes of limitations for such items may lapse within the next 12 months, causing Snap-on’s gross unrecognized tax benefits to decrease by a range of zero to \$4.0 million. Over the next 12 months, Snap-on anticipates taking certain tax positions on various tax returns for which the related tax benefit does not meet the recognition threshold. Accordingly, Snap-on’s gross unrecognized tax benefits may increase by a range of zero to \$1.2 million over the next 12 months for uncertain tax positions expected to be taken in future tax filings.

With few exceptions, Snap-on is no longer subject to U.S. federal and state/local income tax examinations by tax authorities for years prior to 2011, and Snap-on is no longer subject to non-U.S. income tax examinations by tax authorities for years prior to 2010.

The undistributed earnings of all non-U.S. subsidiaries totaled \$800.6 million, \$624.1 million and \$619.1 million as of 2016, 2015 and 2014 year end, respectively. Snap-on has not provided any deferred taxes on these undistributed earnings as it considers the undistributed earnings to be permanently invested. Determination of the amount of unrecognized deferred income tax liability related to these earnings is not practicable.

Note 9: Short-term and Long-term Debt

Short-term and long-term debt as of 2016 and 2015 year end consisted of the following:

<i>(Amounts in millions)</i>	2016	2015
5.50% unsecured notes due 2017	\$ 150.0	\$ 150.0
4.25% unsecured notes due 2018	250.0	250.0
6.70% unsecured notes due 2019	200.0	200.0
6.125% unsecured notes due 2021	250.0	250.0
Other debt*	160.2	30.1
	<u>1,010.2</u>	<u>880.1</u>
Less: notes payable and current maturities of long-term debt:		
Current maturities of long-term debt	\$ (150.0)	\$ –
Commercial paper borrowings	(130.0)	–
Other notes	(21.4)	(18.4)
	<u>(301.4)</u>	<u>(18.4)</u>
Total long-term debt	<u>\$ 708.8</u>	<u>\$ 861.7</u>

* Includes fair value adjustments related to interest rate swaps.

The annual maturities of Snap-on's long-term debt and notes payable over the next five years are \$301.4 million in 2017 (including \$150 million of unsecured 5.50% notes due January 2017 (the "2017 Notes") that were repaid upon maturity), \$250 million on January 15, 2018, \$200 million in 2019, no maturities in 2020, and \$250 million in 2021. As of 2016 year end, the \$250 million of 4.25% unsecured notes that mature on January 15, 2018, are included in "Long-term debt" on the accompanying Consolidated Balance Sheet as their scheduled maturity was in excess of one year of the 2016 year-end balance sheet date. See Note 20 regarding the January 2017 repayment of the 2017 Notes.

Average notes payable outstanding, including commercial paper borrowings, were \$49.3 million and \$78.5 million in 2016 and 2015, respectively. The weighted-average interest rate of 7.09% in 2016 increased from 4.36% last year primarily due to higher interest rates on local borrowings in emerging growth markets (where interest rates are generally higher). Average commercial paper borrowings were \$26.6 million and \$52.2 million in 2016 and 2015, respectively, and the weighted-average interest rate of 0.73% in 2016 increased from 0.41% last year. At 2016 year end, the weighted-average interest rate on outstanding notes payable of 2.85% compared with 15.82% at 2015 year end. The 2016 year-end rate benefited from lower interest rates on commercial paper borrowings. The 2015 year-end rate reflected higher rates on local borrowings in emerging growth markets; no commercial paper was outstanding at 2015 year end.

Snap-on has a five-year, \$700 million multi-currency revolving credit facility that terminates on December 15, 2020 (the "Credit Facility"); as of December 31, 2016, no amounts were outstanding under the Credit Facility. Borrowings under the Credit Facility bear interest at varying rates based on Snap-on's then-current, long-term debt ratings. The Credit Facility's financial covenant requires that Snap-on maintain, as of each fiscal quarter end, either (i) a ratio not greater than 0.60 to 1.00 of consolidated net debt (consolidated debt net of certain cash adjustments) to the sum of such consolidated net debt plus total equity and less accumulated other comprehensive income or loss (the "Debt Ratio"); or (ii) a ratio not greater than 3.50 to 1.00 of such consolidated net debt to earnings before interest, taxes, depreciation, amortization and certain other adjustments for the preceding four fiscal quarters then ended (the "Debt to EBITDA Ratio"). Snap-on may, up to two times during any five-year period during the term of the Credit Facility (including any extensions thereof), increase the maximum Debt Ratio to 0.65 to 1.00 and/or increase the maximum Debt to EBITDA Ratio to 3.75 to 1.00 for four consecutive fiscal quarters in connection with certain material acquisitions (as defined in the related credit agreement). As of 2016 year end, the company's actual ratios of 0.24 and 1.02, respectively, were both within the permitted ranges set forth in this financial covenant. Snap-on generally issues commercial paper to fund its financing needs on a short-term basis and uses the Credit Facility as back-up liquidity to support such commercial paper issuances.

Note 10: Financial Instruments

Derivatives: All derivative instruments are reported in the Consolidated Financial Statements at fair value. Changes in the fair value of derivatives are recorded each period in earnings or on the accompanying Consolidated Balance Sheets, depending on whether the derivative is designated and effective as part of a hedged transaction. Gains or losses on derivative instruments recorded in Accumulated other comprehensive income (loss) ("Accumulated OCI") must be reclassified to earnings in the period in which earnings are affected by the underlying hedged item and the ineffective portion of all hedges must be recognized in earnings in the period that such portion is determined to be ineffective.

The criteria used to determine if hedge accounting treatment is appropriate are (i) the designation of the hedge to an underlying exposure; (ii) whether or not overall risk is being reduced; and (iii) if there is a correlation between the value of the derivative instrument and the underlying hedged item. On the date a derivative contract is entered into, Snap-on designates the derivative as a fair value hedge, a cash flow hedge, a hedge of a net investment in a foreign operation, or a natural hedging instrument whose change in fair value is recognized as an economic hedge against changes in the value of the hedged item. Snap-on does not use derivative instruments for speculative or trading purposes.

The company is exposed to global market risks, including the effects of changes in foreign currency exchange rates, interest rates, and the company's stock price, and therefore uses derivatives to manage financial exposures that occur in the normal course of business. The primary risks managed by using derivative instruments are foreign currency risk, interest rate risk and stock-based deferred compensation risk.

Foreign currency risk management: Snap-on has significant international operations and is subject to certain risks inherent with foreign operations that include currency fluctuations. Foreign currency exchange risk exists to the extent that Snap-on has payment obligations or receipts denominated in currencies other than the functional currency, including intercompany loans denominated in foreign currencies. To manage these exposures, Snap-on identifies naturally offsetting positions and then purchases hedging instruments to protect the residual net exposures. Snap-on manages most of these exposures on a consolidated basis, which allows for netting of certain exposures to take advantage of natural offsets. Foreign currency forward contracts (“foreign currency forwards”) are used to hedge the net exposures. Gains or losses on net foreign currency hedges are intended to offset losses or gains on the underlying net exposures in an effort to reduce the earnings volatility resulting from fluctuating foreign currency exchange rates. Snap-on’s foreign currency forwards are typically not designated as hedges. The fair value changes of these contracts are reported in earnings as foreign exchange gain or loss, which is included in “Other income (expense) – net” on the accompanying Consolidated Statements of Earnings.

As of 2016 year end, Snap-on had \$144.4 million of net foreign currency forward buy contracts outstanding comprised of buy contracts including \$55.0 million in euros, \$53.6 million in British pounds, \$47.0 million in Swedish kronor, \$9.0 million in Hong Kong dollars, \$7.0 million in South Korean won, \$5.5 million in Singapore dollars, \$4.9 million in Mexican pesos, \$4.6 million in Norwegian kroner, and \$6.4 million in other currencies, and sell contracts comprised of \$16.6 million in Japanese yen, \$11.8 million in Canadian dollars, \$4.4 million in Australian dollars, \$4.0 million in Brazilian real, and \$11.8 million in other currencies. As of 2015 year end, Snap-on had \$98.3 million of net foreign currency forward buy contracts outstanding comprised of buy contracts including \$52.0 million in euros, \$31.4 million in British pounds, \$23.4 million in Swedish kronor, \$12.9 million in Singapore dollars, \$6.2 million in South Korean won, \$5.5 million in Mexican pesos and \$8.7 million in other currencies, and sell contracts comprised of \$18.4 million in Canadian dollars, \$9.7 million in Japanese yen, \$4.2 million in Australian dollars and \$9.5 million in other currencies.

Interest rate risk management: Snap-on aims to control funding costs by managing the exposure created by the differing maturities and interest rate structures of Snap-on’s borrowings through the use of interest rate swap agreements (“interest rate swaps”) and treasury lock agreements (“treasury locks”).

Interest rate swaps: Snap-on enters into interest rate swaps to manage risks associated with changing interest rates related to the company’s fixed rate borrowings. Interest rate swaps are accounted for as fair value hedges. The differentials paid or received on interest rate swaps are recognized as adjustments to “Interest expense” on the accompanying Consolidated Statements of Earnings. The effective portion of the change in fair value of the derivative is recorded in “Long-term debt” on the accompanying Consolidated Balance Sheets, while any ineffective portion is recorded as an adjustment to “Interest expense” on the accompanying Consolidated Statements of Earnings. The notional amount of interest rate swaps outstanding and designated as fair value hedges was \$100 million as of both 2016 and 2015 year end.

Treasury locks: Snap-on entered into a treasury lock in November 2016 to manage the potential change in interest rates in anticipation of the possible issuance of fixed rate debt; the treasury lock expires on February 28, 2017. Treasury locks are accounted for as cash flow hedges. The effective differentials to be paid or received on treasury locks related to the anticipated issuance of fixed rate debt are initially recorded in Accumulated OCI. As of 2016 year end, an unrecognized gain of \$8.8 million has been recorded in Accumulated OCI on the accompanying Consolidated Balance Sheet. Upon the issuance of debt, the related amount in Accumulated OCI will be released over the term of the debt and recognized as an adjustment to interest expense on the consolidated statements of earnings. The notional amount of treasury locks outstanding and designated as cash flow hedges as of December 31, 2016, was \$250 million; there were no treasury locks outstanding as of January 2, 2016, and no treasury locks were settled in 2016 or 2015.

Stock-based deferred compensation risk management: Snap-on aims to manage market risk associated with the stock-based portion of its deferred compensation plans through the use of prepaid equity forward agreements (“equity forwards”). Equity forwards are used to aid in offsetting the potential mark-to-market effect on stock-based deferred compensation from changes in Snap-on’s stock price. Since stock-based deferred compensation liabilities increase as the company’s stock price rises and decrease as the company’s stock price declines, the equity forwards are intended to mitigate the potential impact on deferred compensation expense that may result from such mark-to-market changes. As of 2016 and 2015 year end, Snap-on had equity forwards in place intended to manage market risk with respect to 104,400 shares and 107,900 shares, respectively, of Snap-on common stock associated with its deferred compensation plans.

Fair value measurements: Snap-on has derivative assets and liabilities related to interest rate swaps, treasury locks, foreign currency forwards and equity forwards that are measured at Level 2 fair value on a recurring basis. The fair values of derivative instruments included within the accompanying Consolidated Balance Sheets as of 2016 and 2015 year end are as follows:

<i>(Amounts in millions)</i>	Balance Sheet Presentation	2016		2015	
		Asset Derivatives Fair Value	Liability Derivatives Fair Value	Asset Derivatives Fair Value	Liability Derivatives Fair Value
Derivatives designated as hedging instruments:					
Interest rate swaps	Other assets	\$ 9.8	\$ –	\$ 12.9	\$ –
Treasury locks	Other assets	14.3	–	–	–
		24.1	–	12.9	–
Derivatives not designated as hedging instruments:					
Foreign currency forwards	Prepaid expenses and other assets	\$ 4.4	\$ –	\$ 2.8	\$ –
Foreign currency forwards	Other accrued liabilities	–	13.5	–	5.9
Equity forwards	Prepaid expenses and other assets	17.9	–	18.5	–
		22.3	13.5	21.3	5.9
Total derivative instruments		\$ 46.4	\$ 13.5	\$ 34.2	\$ 5.9

As of 2016 and 2015 year end, the fair value adjustment to long-term debt related to the interest rate swaps was \$9.8 million and \$12.9 million, respectively.

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between participants at the measurement date. Level 2 fair value measurements for derivative assets and liabilities are measured using quoted prices in active markets for similar assets and liabilities. Interest rate swaps are valued based on the six-month LIBOR swap rate for similar instruments. Treasury locks are valued based on the 10-year U.S. treasury interest rate. Foreign currency forwards are valued based on exchange rates quoted by domestic and foreign banks for similar instruments. Equity forwards are valued using a market approach based primarily on the company's stock price at the reporting date. The company did not have any derivative assets or liabilities measured at Level 1 or Level 3, nor did it implement any changes in its valuation techniques as of and for its 2016 and 2015 years ended.

The effect of derivative instruments designated as fair value hedges as included in the Consolidated Statements of Earnings is as follows:

<i>(Amounts in millions)</i>	Statement of Earnings Presentation	Effective Portion of Gain Recognized in Income		
		2016	2015	2014
Derivatives designated as fair value hedges:				
Interest rate swaps	Interest expense	\$ 2.9	\$ 3.7	\$ 4.0

The effect of derivative instruments designated as cash flow hedges as included in Accumulated OCI on the Consolidated Balance Sheets and the Consolidated Statements of Earnings is as follows:

	Effective Portion of Gain Recognized in Accumulated OCI			Statement of Earnings Presentation	Effective Portion of Gain Reclassified from Accumulated OCI into Income		
	2016	2015	2014		2016	2015	2014
<i>(Amounts in millions)</i>							
Derivatives designated as cash flow hedges:							
Treasury locks	\$ 8.8	\$ –	\$ –	Interest expense	\$ 0.3	\$ 0.3	\$ 0.3

The effects of derivative instruments not designated as hedging instruments as included in the Consolidated Statements of Earnings are as follows:

	Statement of Earnings Presentation	Gain (Loss) Recognized in Income		
		2016	2015	2014
<i>(Amounts in millions)</i>				
Derivatives not designated as hedging instruments:				
Foreign currency forwards	Other income (expense) – net	\$ (7.4)	\$ (15.5)	\$ (19.3)
Equity forwards	Operating expenses	0.8	4.7	3.6

Snap-on's foreign currency forwards are typically not designated as hedges for financial reporting purposes. The fair value changes of foreign currency forwards not designated as hedging instruments are reported in earnings as foreign exchange gain or loss in "Other income (expense) – net" on the accompanying Consolidated Statements of Earnings. In 2016, the \$7.4 million derivative loss was partially offset by transaction gains on net exposures of \$6.1 million, resulting in a net foreign exchange loss of \$1.3 million. In 2015, the \$15.5 million derivative loss was partially offset by transaction gains on net exposures of \$12.8 million, resulting in a net foreign exchange loss of \$2.7 million. In 2014, the \$19.3 million derivative loss was partially offset by transaction gains on net exposures of \$17.8 million, resulting in a net foreign exchange loss of \$1.5 million. The resulting net foreign exchange losses are included in "Other income (expense) – net" on the accompanying Consolidated Statements of Earnings. See Note 16 for additional information on "Other income (expense) – net."

Snap-on's equity forwards are not designated as hedges for financial reporting purposes. Fair value changes of both the equity forwards and related stock-based (mark-to-market) deferred compensation liabilities are reported in "Operating expenses" on the accompanying Consolidated Statements of Earnings. The \$0.8 million derivative gain recognized in 2016 was partially offset by \$0.3 million of mark-to-market deferred compensation expense. The \$4.7 million derivative gain recognized in 2015 was largely offset by \$4.6 million of mark-to-market deferred compensation expense. The \$3.6 million derivative gain recognized in 2014 was offset by \$3.6 million of mark-to-market deferred compensation expense.

As of 2016 year end, the maximum maturity date of any fair value hedge was five years. During the next 12 months, Snap-on expects to reclassify into earnings net gains from Accumulated OCI of approximately \$0.2 million after tax at the time the underlying hedge transactions are realized.

Counterparty risk: Snap-on is exposed to credit losses in the event of non-performance by the counterparties to its various financial agreements, including its foreign currency forward contracts, interest rate swap agreements, treasury lock agreements and prepaid equity forward agreements. Snap-on does not obtain collateral or other security to support financial instruments subject to credit risk, but monitors the credit standing of the counterparties and generally enters into agreements with financial institution counterparties with a credit rating of A- or better. Snap-on does not anticipate non-performance by its counterparties, but cannot provide assurances.

Fair value of financial instruments: The fair values of financial instruments that do not approximate the carrying values in the financial statements as of 2016 and 2015 year end are as follows:

	2016		2015	
	Carrying Value	Fair Value	Carrying Value	Fair Value
<i>(Amounts in millions)</i>				
Finance receivables – net	\$ 1,407.0	\$ 1,631.2	\$ 1,220.0	\$ 1,381.9
Contract receivables – net	374.8	409.7	348.7	380.2
Long-term debt, notes payable and current maturities of long-term debt	1,010.2	1,076.7	880.1	961.1

The following methods and assumptions were used in estimating the fair value of financial instruments:

- Finance and contract receivables include both short-term and long-term receivables. The fair value estimates of finance and contract receivables are derived utilizing discounted cash flow analyses performed on groupings of receivables that are similar in terms of loan type and characteristics. The cash flow analyses consider recent pre-payment trends where applicable. The cash flows are discounted over the average life of the receivables using a current market discount rate of a similar term adjusted for credit quality. Significant inputs to the fair value measurements of the receivables are unobservable and, as such, are classified as Level 3.
- Fair value of long-term debt and current maturities of long-term debt was estimated, using Level 2 fair value measurements, based on quoted market values of Snap-on's publicly traded senior debt. The carrying value of long-term debt includes adjustments related to fair value hedges. The fair value of notes payable approximates such instruments' carrying value due to their short-term nature.
- The fair value of all other financial instruments, including trade and other accounts receivable, accounts payable and other financial instruments, approximates such instruments' carrying value due to their short-term nature.

Note 11: Pension Plans

Snap-on has several non-contributory defined benefit pension plans covering most U.S. employees and certain employees in foreign countries. Snap-on also has foreign contributory defined benefit pension plans covering certain foreign employees. Retirement benefits are generally provided based on employees' years of service and average earnings or stated amounts for years of service. Normal retirement age is 65, with provisions for earlier retirement.

The status of Snap-on's pension plans as of 2016 and 2015 year end is as follows:

<i>(Amounts in millions)</i>	2016	2015
Change in projected benefit obligation:		
Benefit obligation at beginning of year	\$ 1,279.4	\$ 1,325.9
Service cost	19.3	20.0
Interest cost	56.5	53.2
Plan participant contributions	1.0	1.1
Benefits paid	(63.2)	(62.4)
Actuarial loss (gain)	94.7	(40.8)
Foreign currency impact	(26.3)	(17.6)
Benefit obligation at end of year	\$ 1,361.4	\$ 1,279.4
Change in plan assets:		
Fair value of plan assets at beginning of year	\$ 1,049.2	\$ 1,103.4
Actual return (loss) on plan assets	73.5	(17.8)
Plan participant contributions	1.0	1.1
Employer contributions	68.7	39.2
Benefits paid	(63.2)	(62.4)
Foreign currency impact	(18.4)	(14.3)
Fair value of plan assets at end of year	\$ 1,110.8	\$ 1,049.2
Unfunded status at end of year	\$ (250.6)	\$ (230.2)

Amounts recognized in the Consolidated Balance Sheets as of 2016 and 2015 year end are as follows:

<i>(Amounts in millions)</i>	2016	2015
Other assets	\$ 0.6	\$ 2.1
Accrued benefits	(4.7)	(4.5)
Pension liabilities	(246.5)	(227.8)
Net liability	<u>\$ (250.6)</u>	<u>\$ (230.2)</u>

Amounts included in Accumulated OCI on the accompanying Consolidated Balance Sheets as of 2016 and 2015 year end are as follows:

<i>(Amounts in millions)</i>	2016	2015
Net loss, net of tax of \$160.6 million and \$141.4 million, respectively	\$ (297.0)	\$ (253.7)
Prior service credit, net of tax of \$1.3 million and \$1.7 million, respectively	2.2	2.8
	<u>\$ (294.8)</u>	<u>\$ (250.9)</u>

The accumulated benefit obligation for Snap-on's pension plans as of 2016 and 2015 year end was \$1,283.1 million and \$1,231.2 million, respectively.

The projected benefit obligation, accumulated benefit obligation and fair value of plan assets for Snap-on's pension plans in which the accumulated benefit obligation exceeds the fair value of plan assets as of 2016 and 2015 year end are as follows:

<i>(Amounts in millions)</i>	2016	2015
Projected benefit obligation	\$ 1,312.1	\$ 1,128.4
Accumulated benefit obligation	1,238.7	1,097.6
Fair value of plan assets	1,061.0	906.5

The components of net periodic benefit cost and changes recognized in "Other comprehensive income (loss)" ("OCI") are as follows:

<i>(Amounts in millions)</i>	2016	2015	2014
Net periodic benefit cost:			
Service cost	\$ 19.3	\$ 20.0	\$ 18.0
Interest cost	56.5	53.2	57.3
Expected return on plan assets	(81.0)	(79.0)	(73.3)
Amortization of unrecognized loss	31.3	38.6	22.8
Amortization of prior service credit	(1.1)	(0.9)	(0.8)
Net periodic benefit cost	<u>\$ 25.0</u>	<u>\$ 31.9</u>	<u>\$ 24.0</u>

Changes in benefit obligations recognized in OCI, net of tax:

<i>(Amounts in millions)</i>	2016	2015	2014
Net loss	\$ 43.3	\$ 6.3	\$ 72.0
Prior service cost	0.6	0.7	0.5
Total recognized in OCI	<u>\$ 43.9</u>	<u>\$ 7.0</u>	<u>\$ 72.5</u>

Amounts in Accumulated OCI that are expected to be amortized as net expense into net periodic benefit cost during 2017 are as follows:

<i>(Amounts in millions)</i>	Amount
Amortization of unrecognized loss	\$ 27.6
Amortization of prior service credit	(1.1)
Total to be recognized in net periodic benefit cost	\$ 26.5

The worldwide weighted-average assumptions used to determine Snap-on's full-year pension costs are as follows:

	2016	2015	2014
Discount rate	4.5%	4.1%	5.1%
Expected return on plan assets	7.4%	7.4%	7.4%
Rate of compensation increase	3.6%	3.6%	3.6%

The worldwide weighted-average assumptions used to determine Snap-on's projected benefit obligation as of 2016 and 2015 year end are as follows:

	2016	2015
Discount rate	4.2%	4.5%
Rate of compensation increase	3.4%	3.6%

The objective of Snap-on's discount rate assumption is to reflect the rate at which the pension benefits could be effectively settled. In making this determination, the company takes into account the timing and amount of benefits that would be available under the plans. The domestic discount rate as of 2016 and 2015 year end was selected based on a cash flow matching methodology developed by the company's outside actuaries and which incorporates a review of current economic conditions. This methodology matches the plans' yearly projected cash flows for benefits and service costs to those of hypothetical bond portfolios using high-quality, AA rated or better, corporate bonds from either Moody's Investors Service or Standard & Poor's credit rating agencies available at the measurement date. This technique calculates bond portfolios that produce adequate cash flows to pay the plans' projected yearly benefits and then selects the portfolio with the highest yield and uses that yield as the recommended discount rate.

The weighted-average discount rate for Snap-on's domestic pension plans of 4.5% represents the single rate that produces the same present value of cash flows as the estimated benefit plan payments. Lowering Snap-on's domestic discount rate assumption by 50 basis points (100 basis points ("bps") equals 1.0 percent) would have increased Snap-on's 2016 domestic pension expense and projected benefit obligation by approximately \$6.7 million and \$65.3 million, respectively. As of 2016 year end, Snap-on's domestic projected benefit obligation comprised approximately 83% of Snap-on's worldwide projected benefit obligation. The weighted-average discount rate for Snap-on's foreign pension plans of 2.9% represents the single rate that produces the same present value of cash flows as the estimated benefit plan payments. Lowering Snap-on's foreign discount rate assumption by 50 bps would have increased Snap-on's 2016 foreign pension expense and projected benefit obligation by approximately \$1.7 million and \$23.4 million, respectively.

Actuarial gains and losses in excess of 10 percent of the greater of the projected benefit obligation or market-related value of assets are amortized on a straight-line basis over the average remaining service period of active participants or over the average remaining life expectancy for plans with primarily inactive participants. Prior service costs and credits resulting from plan amendments are amortized in equal annual amounts over the average remaining service period of active participants or over the average remaining life expectancy for plans with primarily inactive participants.

As a practical expedient, Snap-on uses the calendar year end as the measurement date for its plans. Snap-on funds its pension plans as required by governmental regulation and may consider discretionary contributions as conditions warrant. Snap-on intends to make contributions of \$7.1 million to its foreign pension plans and \$2.3 million to its domestic pension plans in 2017, as required by law. Depending on market and other conditions, Snap-on may make discretionary cash contributions to its pension plans in 2017.

The following benefit payments, which reflect expected future service, are expected to be paid as follows:

<i>(Amounts in millions)</i>	<u>Amount</u>
Year:	
2017	\$ 68.8
2018	70.6
2019	73.2
2020	76.0
2021	78.8
2022-2026	438.2

Snap-on's domestic pension plans have a long-term investment horizon and a total return strategy that emphasizes a capital growth objective. The long-term investment performance objective for Snap-on's domestic plans' assets is to achieve net of expense returns that meet or exceed the 7.5% domestic long-term return on plan assets assumption used for reporting purposes. Snap-on uses a three-year, market-related value asset method of amortizing the difference between actual and expected returns on its domestic plans' assets. As of 2016 year end, Snap-on's domestic pension plans' assets comprised approximately 86% of the company's worldwide pension plan assets.

The basis for determining the overall expected long-term return on plan assets assumption is a nominal returns forecasting method. For each asset class, future returns are estimated by identifying the premium of riskier asset classes over lower risk alternatives. The methodology constructs expected returns using a "building block" approach to the individual components of total return. These forecasts are stated in both nominal and real (after inflation) terms. This process first considers the long-term historical return premium based on the longest set of data available for each asset class. These premiums, which are calculated using the geometric mean, are then adjusted based on current relative valuation levels, macro-economic conditions, and the expected alpha related to active investment management. The asset return assumption is also adjusted by an implicit expense load for estimated administrative and investment-related expenses.

For risk and correlation assumptions, the actual experience for each asset class is reviewed for the longest time period available. Expected relationships for a 10 to 20 year time horizon are determined based upon historical results, with adjustments made for material changes.

Investments are diversified to attempt to minimize the risk of large losses. Since asset allocation is a key determinant of expected investment returns, assets are periodically rebalanced to the targeted allocation to correct significant deviations from the asset allocation policy that are caused by market fluctuations and cash flow. Asset/liability studies are conducted periodically to determine if any revisions to the strategic asset allocation policy are necessary.

Snap-on's domestic pension plans' target allocation and actual weighted-average asset allocation by asset category and fair value of plan assets as of 2016 and 2015 year end are as follows:

	<u>Target</u>	<u>2016</u>	<u>2015</u>
Asset category:			
Equity securities	50%	51%	49%
Debt securities and cash and cash equivalents	35%	39%	39%
Real estate and other real assets	5%	1%	2%
Hedge funds	10%	9%	10%
Total	<u>100%</u>	<u>100%</u>	<u>100%</u>
Fair value of plan assets <i>(Amounts in millions)</i>		<u>\$ 957.1</u>	<u>\$ 892.3</u>

The fair value measurement hierarchy prioritizes the inputs used to measure fair value. The hierarchy gives the highest priority ("Level 1") to unadjusted quoted prices in active markets for identical assets and liabilities and the lowest priority ("Level 3") to unobservable inputs. Fair value measurements primarily based on observable market information are given a "Level 2" priority.

Certain equity and debt securities are valued at quoted per share or unit market prices for which an official close or last trade pricing on an active exchange is available and are categorized as Level 1 in the fair value hierarchy. If quoted market prices are not readily available for specific securities, values are estimated using quoted prices of securities with similar characteristics and are categorized as Level 2 in the fair value hierarchy. Insurance contracts are valued at the present value of the estimated future cash flows promised under the terms of the insurance contracts and are categorized as Level 2 in the fair value hierarchy.

Commingled equity securities and commingled multi-strategy funds are valued at the NAV per share or unit multiplied by the number of shares or units held as of the measurement date, as reported by the fund managers. The share or unit price is quoted on a private market and is based on the value of the underlying investments, which are primarily based on observable inputs; such investments that are measured at fair value using the NAV per share (or its equivalent) practical expedient have not been classified in the fair value hierarchy.

Private equity partnership funds, hedge funds, and real estate and other real assets are valued at the NAV as reported by the fund managers. Private equity partnership funds, certain hedge funds, and certain real estate and other real assets are valued based on the proportionate interest or share of net assets held by the pension plan, which is based on the estimated fair market value of the underlying investments. Certain other hedge funds and real estate and other real assets are valued at the NAV per share or unit multiplied by the number of shares or units held as of the measurement date, based on the estimated value of the underlying investments as reported by the fund managers. These investments are measured at fair value using the NAV per share (or its equivalent) practical expedient and have not been classified in the fair value hierarchy.

The company regularly reviews fund performance directly with its investment advisor and the fund managers, and performs qualitative analysis to corroborate the reasonableness of the reported NAVs. For funds for which the company did not receive a year-end NAV, the company recorded an estimate of the change in fair value for the latest period based on return estimates and other fund activity obtained from the fund managers.

The columns labeled “Investments Measured at NAV” in the following tables reflect certain investments that are measured at fair value using the NAV per share (or its equivalent) practical expedient and have not been categorized in the fair value hierarchy. The fair value amounts presented in these tables are intended to permit a reconciliation of the fair value hierarchy to the pension plan assets.

The following is a summary, by asset category, of the fair value and the level within the fair value hierarchy of Snap-on’s domestic pension plans’ assets as of 2016 year end:

<i>(Amounts in millions)</i>	Quoted Prices for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Investments Measured at NAV	Total
Asset category:				
Cash and cash equivalents	\$ 20.4	\$ –	\$ –	\$ 20.4
Equity securities:				
Domestic	66.0	–	–	66.0
Foreign	74.7	–	–	74.7
Commingled funds – domestic	–	–	191.3	191.3
Commingled funds – foreign	–	–	117.7	117.7
Private equity partnerships	–	–	34.2	34.2
Debt securities:				
Government	139.2	0.9	–	140.1
Corporate bonds	–	214.6	–	214.6
Real estate and other real assets	–	–	10.4	10.4
Hedge funds	–	–	87.7	87.7
Total	\$ 300.3	\$ 215.5	\$ 441.3	\$ 957.1

The following is a summary, by asset category, of the fair value and the level within the fair value hierarchy of Snap-on's domestic pension plans' assets as of 2015 year end:

<i>(Amounts in millions)</i>	Quoted Prices for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Investments Measured at NAV	Total
Asset category:				
Cash and cash equivalents	\$ 21.3	\$ –	\$ –	\$ 21.3
Equity securities:				
Domestic	53.9	–	–	53.9
Foreign	61.7	–	–	61.7
Commingled funds – domestic	–	–	169.3	169.3
Commingled funds – foreign	–	–	110.0	110.0
Private equity partnerships	–	–	43.7	43.7
Debt securities:				
Government	133.0	–	–	133.0
Corporate bonds	–	195.8	–	195.8
Real estate and other real assets	–	–	17.4	17.4
Hedge funds	–	–	86.2	86.2
Total	<u>\$ 269.9</u>	<u>\$ 195.8</u>	<u>\$ 426.6</u>	<u>\$ 892.3</u>

Snap-on's primary investment objective for its foreign pension plans' assets is to meet the projected obligations to the beneficiaries over a long period of time, and to do so in a manner that is consistent with the company's risk tolerance. The foreign asset allocation policies consider the company's financial strength and long-term asset class risk/return expectations, since the obligations are long term in nature. The company believes the foreign pension plans' assets, which are managed locally by professional investment firms, are well diversified.

The expected long-term rates of return on foreign plans' assets, which ranged from 1.8% to 6.3% as of 2016 year end, reflect management's expectations of long-term average rates of return on funds invested to provide benefits included in the plans' projected benefit obligation. The expected returns are based on outlooks for inflation, fixed income returns and equity returns, asset allocations and investment strategies. Differences between actual and expected returns on foreign pension plans' assets are recorded as an actuarial gain or loss and amortized accordingly.

Snap-on's foreign pension plans' target allocation and actual weighted-average asset allocation by asset category and fair value of plan assets as of 2016 and 2015 year end are as follows:

	Target	2016	2015
Asset category:			
Equity securities*	39%	41%	40%
Debt securities* and cash and cash equivalents	36%	36%	36%
Insurance contracts and hedge funds	25%	23%	24%
Total	<u>100%</u>	<u>100%</u>	<u>100%</u>
Fair value of plan assets <i>(Amounts in millions)</i>		<u>\$ 153.7</u>	<u>\$ 156.9</u>

* Includes commingled funds – multi-strategy

The following is a summary, by asset category, of the fair value and the level within the fair value hierarchy of Snap-on's foreign pension plans' assets as of 2016 year end:

<i>(Amounts in millions)</i>	Quoted Prices for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Investments Measured at NAV	Total
Asset category:				
Cash and cash equivalents	\$ 0.7	\$ –	\$ –	\$ 0.7
Commingled funds – multi-strategy	–	–	117.4	117.4
Insurance contracts	–	21.3	–	21.3
Hedge fund	–	–	14.3	14.3
Total	<u>\$ 0.7</u>	<u>\$ 21.3</u>	<u>\$ 131.7</u>	<u>\$ 153.7</u>

The following is a summary, by asset category, of the fair value and the level within the fair value hierarchy of Snap-on's foreign pension plans' assets as of 2015 year end:

<i>(Amounts in millions)</i>	Quoted Prices for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Investments Measured at NAV	Total
Asset category:				
Cash and cash equivalents	\$ 0.2	\$ –	\$ –	\$ 0.2
Commingled funds – multi-strategy	–	–	119.0	119.0
Insurance contracts	–	19.8	–	19.8
Hedge fund	–	–	17.9	17.9
Total	<u>\$ 0.2</u>	<u>\$ 19.8</u>	<u>\$ 136.9</u>	<u>\$ 156.9</u>

Snap-on has several 401(k) plans covering certain U.S. employees. Snap-on's employer match to the 401(k) plans is made with cash contributions. For 2016, 2015 and 2014, Snap-on recognized \$8.2 million, \$7.0 million and \$6.5 million, respectively, of expense related to its 401(k) plans.

Note 12: Postretirement Plans

Snap-on provides health care benefits for certain retired U.S. employees. Employees retiring prior to 1989 were eligible for retiree medical coverage upon reaching early retirement age, with no retiree contributions required. Benefits are paid based on deductibles and percentages of covered expenses and take into consideration payments made by Medicare and other insurance coverage.

Since 1989, U.S. retirees have been eligible for comprehensive major medical plans. Benefits are paid based on deductibles and percentages of covered expenses, and plan provisions allow for benefit and coverage changes. Most retirees are required to pay the entire cost of the coverage, but Snap-on may elect to subsidize the cost of coverage under certain circumstances.

Snap-on has a Voluntary Employees Beneficiary Association ("VEBA") trust for the funding of existing postretirement health care benefits for certain non-salaried retirees in the United States; all other retiree health care plans are unfunded.

The status of Snap-on's U.S. postretirement health care plans as of 2016 and 2015 year end is as follows:

<i>(Amounts in millions)</i>	2016	2015
Change in accumulated postretirement benefit obligation:		
Benefit obligation at beginning of year	\$ 55.6	\$ 62.0
Service cost	0.1	0.1
Interest cost	2.2	2.2
Plan participant contributions	0.5	0.9
Benefits paid	(4.4)	(5.4)
Actuarial gain	(0.8)	(4.2)
Benefit obligation at end of year	<u>\$ 53.2</u>	<u>\$ 55.6</u>
Change in plan assets:		
Fair value of plan assets at beginning of year	\$ 13.7	\$ 14.7
Actual return on plan assets	0.5	-
Plan participant contributions	0.5	0.9
Employer contributions	2.9	3.5
Benefits paid	(4.4)	(5.4)
Fair value of plan assets at end of year	<u>\$ 13.2</u>	<u>\$ 13.7</u>
Unfunded status at end of year	<u>\$ (40.0)</u>	<u>\$ (41.9)</u>

Amounts recognized in the Consolidated Balance Sheets as of 2016 and 2015 year end are as follows:

<i>(Amounts in millions)</i>	2016	2015
Accrued benefits	\$ (3.3)	\$ (4.0)
Retiree health care benefits	(36.7)	(37.9)
Net liability	<u>\$ (40.0)</u>	<u>\$ (41.9)</u>

Amounts included in Accumulated OCI on the accompanying Consolidated Balance Sheets as of 2016 and 2015 year end are as follows:

<i>(Amounts in millions)</i>	2016	2015
Net gain, net of tax of \$2.9 million in both years	\$ 4.8	\$ 4.5

The components of net periodic benefit cost and changes recognized in OCI are as follows:

<i>(Amounts in millions)</i>	2016	2015	2014
Net periodic benefit cost:			
Service cost	\$ 0.1	\$ 0.1	\$ 0.1
Interest cost	2.2	2.2	2.5
Expected return on plan assets	(0.9)	(1.0)	(1.1)
Amortization of unrecognized (gain) loss	(0.1)	0.3	-
Net periodic benefit cost	<u>\$ 1.3</u>	<u>\$ 1.6</u>	<u>\$ 1.5</u>
Changes in benefit obligations recognized in OCI, net of tax:			
Net (gain) loss	\$ (0.3)	\$ (2.1)	\$ 1.8

Snap-on expects to recognize \$0.4 million of prior unrecognized gains, included in Accumulated OCI on the accompanying 2016 Consolidated Balance Sheet, in net periodic benefit cost during 2017.

The weighted-average discount rate used to determine Snap-on's postretirement health care expense is as follows:

	2016	2015	2014
Discount rate	4.1%	3.6%	4.2%

The weighted-average discount rate used to determine Snap-on's accumulated benefit obligation is as follows:

	2016	2015
Discount rate	4.1%	4.1%

The methodology for selecting the year-end 2016 and 2015 weighted-average discount rate for the company's domestic postretirement plans was to match the plans' yearly projected cash flows for benefits and service costs to those of hypothetical bond portfolios using high-quality, AA rated or better, corporate bonds from either Moody's Investors Service or Standard & Poor's credit rating agencies available at the measurement date. As a practical expedient, Snap-on uses the calendar year end as the measurement date for its plans.

For 2017, the actuarial calculations assume a pre-65 health care cost trend rate of 5.9% and a post-65 health care cost trend rate of 6.6%, both decreasing gradually to 4.5% in 2038 and thereafter. As of 2016 year end, a one-percentage-point increase in the health care cost trend rate for future years would increase the accumulated postretirement benefit obligation by approximately \$0.6 million and the aggregate of the service cost and interest cost components by less than \$0.1 million. Conversely, a one-percentage-point decrease in the health care cost trend rate for future years would decrease the accumulated postretirement benefit obligation by \$0.6 million and the aggregate of the service cost and interest rate components by less than \$0.1 million.

The following benefit payments, which reflect expected future service, are expected to be paid as follows:

<i>(Amounts in millions)</i>	Amount
Year:	
2017	\$ 4.4
2018	4.5
2019	4.6
2020	4.8
2021	4.8
2022-2026	23.9

The objective of the VEBA trust is to achieve net of expense returns that meet or exceed the 6.6% long-term return on plan assets assumption used for reporting purposes. Investments are diversified to attempt to minimize the risk of large losses. Since asset allocation is a key determinant of expected investment returns, assets are periodically rebalanced to the targeted allocation to correct significant deviations from the asset allocation policy that are caused by market fluctuations and cash flow.

The basis for determining the overall expected long-term return on plan assets assumption is a nominal returns forecasting method. For each asset class, future returns are estimated by identifying the premium of riskier asset classes over lower risk alternatives. The methodology constructs expected returns using a "building block" approach to the individual components of total return. These forecasts are stated in both nominal and real (after inflation) terms. This process first considers the long-term historical return premium based on the longest set of data available for each asset class. These premiums, which are calculated using the geometric mean, are then adjusted based on current relative valuation levels and macro-economic conditions. The asset return assumption is also adjusted by an implicit expense load for estimated administrative and investment-related expenses.

Snap-on's VEBA plan target allocation and actual weighted-average asset allocation by asset category and fair value of plan assets as of 2016 and 2015 year end are as follows:

Asset category:	Target	2016	2015
Debt securities and cash and cash equivalents	46%	45%	44%
Equity securities	29%	28%	27%
Hedge funds	25%	27%	29%
Total	100%	100%	100%
Fair value of plan assets <i>(Amounts in millions)</i>		\$ 13.2	\$ 13.7

The fair value measurement hierarchy prioritizes the inputs used to measure fair value. The hierarchy gives the highest priority (Level 1) to unadjusted quoted prices in active markets for identical assets and liabilities and the lowest priority (Level 3) to unobservable inputs. Fair value measurements primarily based on observable market information are given a Level 2 priority.

Debt securities are valued at quoted per share or unit market prices for which an official close or last trade pricing on an active exchange is available and are categorized as Level 1 in the fair value hierarchy.

Equity securities are valued at the NAV per share or unit multiplied by the number of shares or units held as of the measurement date, as reported by the fund managers. The share or unit price is quoted on a private market and is based on the value of the underlying investments, which are primarily based on observable inputs; such investments that are measured at fair value using the NAV per share (or its equivalent) practical expedient have not been classified in the fair value hierarchy.

Hedge funds are stated at the NAV per share or unit (based on the estimated fair market value of the underlying investments) multiplied by the number of shares or units held as of the measurement date, as reported by the fund managers. These investments are measured at fair value using the NAV per share (or its equivalent) practical expedient and have not been classified in the fair value hierarchy.

The company regularly reviews fund performance directly with its investment advisor and the fund managers, and performs qualitative analysis to corroborate the reasonableness of the reported NAVs. For funds for which the company did not receive a year-end NAV, the company recorded an estimate of the change in fair value for the latest period based on return estimates and other fund activity obtained from the fund managers.

The columns labeled "Investments Measured at NAV" in the following tables are measured at fair value using the NAV per share (or its equivalent) practical expedient and have not been categorized in the fair value hierarchy. The fair value amounts presented in these tables are intended to permit a reconciliation of the fair value hierarchy to the VEBA plan assets.

The following is a summary, by asset category, of the fair value and the level within the fair value hierarchy of the VEBA plan assets as of 2016 year end:

<i>(Amounts in millions)</i>	Quoted Prices for Identical Assets (Level 1)	Investments Measured at NAV	Total
Asset category:			
Cash and cash equivalents	\$ 0.7	\$ –	\$ 0.7
Debt securities	5.3	–	5.3
Equity securities	–	3.6	3.6
Hedge fund	–	3.6	3.6
Total	\$ 6.0	\$ 7.2	\$ 13.2

The following is a summary, by asset category, of the fair value and the level within the fair value hierarchy of the VEBA plan assets as of 2015 year end:

<i>(Amounts in millions)</i>	Quoted Prices for Identical Assets (Level 1)	Investments Measured at NAV	Total
Asset category:			
Cash and cash equivalents	\$ 0.1	\$ –	\$ 0.1
Debt securities	6.0	–	6.0
Equity securities	–	3.7	3.7
Hedge fund	–	3.9	3.9
Total	<u>\$ 6.1</u>	<u>\$ 7.6</u>	<u>\$ 13.7</u>

Note 13: Stock-based Compensation and Other Stock Plans

The 2011 Incentive Stock and Awards Plan (the “2011 Plan”) provides for the grant of stock options, performance awards, stock appreciation rights (“SARs”) and restricted stock awards (which may be designated as “restricted stock units” or “RSUs”). No further grants are being made under its predecessor, the 2001 Incentive Stock and Awards Plan (the “2001 Plan”), although outstanding awards under the 2001 Plan will continue until exercised, vested, forfeited or expired. As of 2016 year end, the 2011 Plan had 4,121,252 shares available for future grants. The company uses treasury stock to deliver shares under both the 2001 and 2011 Plans.

Net stock-based compensation expense was \$31.0 million in 2016, \$39.8 million in 2015 and \$38.1 million in 2014. Cash received from stock purchase and option plan exercises was \$41.8 million in 2016, \$41.6 million in 2015 and \$33.0 million in 2014. The tax benefit realized from both the exercise and vesting of share-based payment arrangements was \$24.8 million in 2016, \$26.4 million in 2015 and \$22.3 million in 2014.

Stock Options

Stock options are granted with an exercise price equal to the market value of a share of Snap-on’s common stock on the date of grant and have a contractual term of ten years. Stock option grants vest ratably on the first, second and third anniversaries of the date of grant.

The fair value of each stock option award is estimated on the date of grant using the Black-Scholes valuation model. The company uses historical data regarding stock option exercise and forfeiture behaviors for different participating groups to estimate the period of time that options granted are expected to be outstanding. Expected volatility is based on the historical volatility of the company’s stock for the length of time corresponding to the expected term of the option. The expected dividend yield is based on the company’s historical dividend payments. The risk-free interest rate is based on the U.S. treasury yield curve on the grant date for the expected term of the option.

The following weighted-average assumptions were used in calculating the fair value of stock options granted during 2016, 2015 and 2014, using the Black-Scholes valuation model:

	2016	2015	2014
Expected term of option <i>(in years)</i>	5.05	4.76	4.52
Expected volatility factor	22.17%	24.13%	26.76%
Expected dividend yield	1.77%	2.04%	2.40%
Risk-free interest rate	1.04%	1.38%	1.30%

A summary of stock option activity during 2016 is presented below:

	Shares <i>(in thousands)</i>	Exercise Price per Share*	Remaining Contractual Term* <i>(in years)</i>	Aggregate Intrinsic Value <i>(in millions)</i>
Outstanding at beginning of year	2,811	\$ 88.62		
Granted	644	138.04		
Exercised	(416)	74.10		
Forfeited or expired	(28)	133.11		
Outstanding at end of year	<u>3,011</u>	100.78	6.6	\$ 212.3
Exercisable at end of year	1,776	76.51	5.3	168.3

* Weighted-average

The weighted-average grant date fair value of options granted was \$22.99 in 2016, \$25.64 in 2015 and \$20.19 in 2014. The intrinsic value of options exercised was \$35.2 million in 2016, \$37.6 million in 2015 and \$24.6 million in 2014. The fair value of stock options vested was \$12.7 million in 2016, \$9.9 million in 2015 and \$9.6 million in 2014.

As of 2016 year end, there was \$16.6 million of unrecognized compensation cost related to non-vested stock options that is expected to be recognized as a charge to earnings over a weighted-average period of 1.5 years.

Performance Awards

Performance awards, which are granted as performance share units and performance-based RSUs, are earned and expensed using the fair value of the award over a contractual term of three years based on the company's performance. Vesting of the performance awards is dependent upon performance relative to pre-defined goals for revenue growth and return on net assets for the applicable performance period. For performance achieved above specified levels, the recipient may earn additional shares of stock, not to exceed 100% of the number of performance awards initially granted.

The performance share units have a three-year performance period based on the results of the consolidated financial metrics of the company. The performance-based RSUs have a one-year performance period based on the results of the consolidated financial metrics of the company followed by a two-year cliff vesting schedule, assuming continued employment.

The fair value of performance awards is calculated using the market value of a share of Snap-on's common stock on the date of grant and assumed forfeitures based on recent historical experience; in recent years, forfeitures have not been significant. The weighted-average grant date fair value of performance awards granted during 2016, 2015 and 2014 was \$138.83, \$139.30 and \$102.11, respectively. Vested performance share units totaled 61,149 shares as of 2016 year end, 94,186 shares as of 2015 year end and 130,764 shares as of 2014 year end. Performance share units related to 94,186 shares, 130,764 shares and 146,313 shares were paid out in 2016, 2015 and 2014, respectively. Earned performance share units are generally paid out following the conclusion of the applicable performance period upon approval by the Organization and Executive Compensation Committee of the company's Board of Directors (the "Board").

Based on the company's 2016 performance, 45,502 RSUs granted in 2016 were earned; assuming continued employment, these RSUs will vest at the end of fiscal 2018. Based on the company's 2015 performance, 64,327 RSUs granted in 2015 were earned; assuming continued employment, these RSUs will vest at the end of fiscal 2017. Based on the company's 2014 performance, 78,585 RSUs granted in 2014 were earned; these RSUs vested as of fiscal 2016 year end and were paid out shortly thereafter.

Changes to the company's non-vested performance awards in 2016 are as follows:

	Shares <i>(in thousands)</i>	Fair Value Price per Share*
Non-vested performance awards at beginning of year	265	\$ 124.16
Granted	97	138.83
Vested	(136)	109.43
Cancellations and other	(19)	112.14
Non-vested performance awards at end of year	<u>207</u>	<u>141.94</u>

* Weighted-average

As of 2016 year end, there was \$13.7 million of unrecognized compensation cost related to non-vested performance awards that is expected to be recognized as a charge to earnings over a weighted-average period of 1.6 years.

Stock Appreciation Rights ("SARs")

The company also issues stock-settled and cash-settled SARs to certain key non-U.S. employees. SARs have a contractual term of ten years and vest ratably on the first, second and third anniversaries of the date of grant. SARs are granted with an exercise price equal to the market value of a share of Snap-on's common stock on the date of grant.

Stock-settled SARs are accounted for as equity instruments and provide for the issuance of Snap-on common stock equal to the amount by which the company's stock has appreciated over the exercise price. Stock-settled SARs have an effect on dilutive shares and shares outstanding as any appreciation of Snap-on's common stock value over the exercise price will be settled in shares of common stock. Cash-settled SARs provide for the cash payment of the excess of the fair market value of Snap-on's common stock price on the date of exercise over the grant price. Cash-settled SARs have no effect on dilutive shares or shares outstanding as any appreciation of Snap-on's common stock over the grant price is paid in cash and not in common stock.

The fair value of stock-settled SARs is estimated on the date of grant using the Black-Scholes valuation model. The fair value of cash-settled SARs is revalued (mark-to-market) each reporting period using the Black-Scholes valuation model based on Snap-on's period-end stock price. The company uses historical data regarding SARs exercise and forfeiture behaviors for different participating groups to estimate the expected term of the SARs granted based on the period of time that similar instruments granted are expected to be outstanding. Expected volatility is based on the historical volatility of the company's stock for the length of time corresponding to the expected term of the SARs. The expected dividend yield is based on the company's historical dividend payments. The risk-free interest rate is based on the U.S. treasury yield curve in effect as of the grant date (for stock-settled SARs) or reporting date (for cash-settled SARs) for the length of time corresponding to the expected term of the SARs.

The following weighted-average assumptions were used in calculating the fair value of stock-settled SARs granted during 2016, 2015 and 2014, using the Black-Scholes valuation model:

	2016	2015	2014
Expected term of stock-settled SARs <i>(in years)</i>	4.03	4.72	4.49
Expected volatility factor	20.09%	23.66%	25.64%
Expected dividend yield	1.66%	2.04%	2.40%
Risk-free interest rate	1.11%	1.50%	1.50%

Changes to the company's stock-settled SARs in 2016 are as follows:

	Stock-settled SARs <i>(in thousands)</i>	Exercise Price per Share*	Remaining Contractual Term* <i>(in years)</i>	Aggregate Intrinsic Value <i>(in millions)</i>
Outstanding at beginning of year	269	\$ 113.70		
Granted	101	138.05		
Exercised	(26)	89.10		
Forfeited or expired	(41)	103.29		
Outstanding at end of year	<u>303</u>	125.38	7.9	\$ 13.9
Exercisable at end of year	106	106.50	7.0	6.8

* Weighted-average

The weighted-average grant date fair value of stock-settled SARs granted was \$19.47 in 2016, \$25.37 in 2015 and \$19.55 in 2014. The intrinsic value of stock-settled SARs exercised was \$1.9 million in 2016, \$1.0 million in 2015 and \$0.1 million in 2014. The fair value of stock-settled SARs vested was \$2.1 million in 2016, \$1.4 million in 2015 and \$0.6 million in 2014.

As of 2016 year end there was \$2.4 million of unrecognized compensation cost related to non-vested stock-settled SARs that is expected to be recognized as a charge to earnings over a weighted-average period of 1.5 years.

The following weighted-average assumptions were used in calculating the fair value of cash-settled SARs granted during 2016, 2015 and 2014, using the Black-Scholes valuation model:

	2016	2015	2014
Expected term of cash-settled SARs <i>(in years)</i>	3.11	3.10	3.53
Expected volatility factor	19.53%	18.14%	23.92%
Expected dividend yield	1.56%	1.69%	2.11%
Risk-free interest rate	1.47%	1.31%	1.07%

The intrinsic value of cash-settled SARs exercised was \$3.3 million in 2016, \$11.0 million in 2015 and \$5.5 million in 2014. The fair value of cash-settled SARs vested during 2016, 2015 and 2014 was \$0.2 million, \$4.6 million and \$5.9 million, respectively.

Changes to the company's non-vested cash-settled SARs in 2016 are as follows:

	Cash-settled SARs <i>(in thousands)</i>	Fair Value Price per Share*
Non-vested cash-settled SARs at beginning of year	7	\$ 51.71
Granted	4	39.51
Vested	(4)	61.42
Non-vested cash-settled SARs at end of year	<u>7</u>	40.83

* Weighted-average

As of 2016 year end there was \$0.3 million of unrecognized compensation cost related to non-vested cash-settled SARs that is expected to be recognized as a charge to earnings over a weighted-average period of 1.5 years.

Restricted Stock Awards – Non-employee Directors

The company awarded 7,145 shares, 8,640 shares and 10,398 shares of restricted stock to non-employee directors in 2016, 2015 and 2014, respectively. The fair value of the restricted stock awards is expensed over a one year vesting period based on the fair value on the date of grant. All restrictions for the restricted stock generally lapse upon the earlier of the first anniversary of the grant date, the recipient's death or disability or in the event of a change in control, as defined in the 2011 Plan. If termination of the recipient's service occurs prior to the first anniversary of the grant date for any reason other than death or disability, the shares of restricted stock would be forfeited, unless otherwise determined by the Board.

Directors' Fee Plan

Under the Directors' 1993 Fee Plan, as amended, non-employee directors may elect to receive up to 100% of their fees and retainer in shares of Snap-on's common stock. Directors may elect to defer receipt of all or part of these shares. For 2016, 2015 and 2014, issuances under the Directors' Fee Plan totaled 2,579 shares, 2,747 shares and 21,533 shares, respectively, of which 2,019 shares, 1,969 shares and 20,483 shares, respectively, were deferred. As of 2016 year end, shares reserved for issuance to directors under this plan totaled 158,105 shares.

Employee Stock Purchase Plan

Substantially all Snap-on employees in the United States and Canada are eligible to participate in an employee stock purchase plan. The purchase price of the company's common stock to participants is the lesser of the mean of the high and low price of the stock on the beginning date (May 15) or ending date (the following May 14) of each plan year. For 2016, 2015 and 2014, issuances under this plan totaled 27,156 shares, 57,324 shares and 56,582 shares, respectively. As of 2016 year end, shares reserved for issuance under this plan totaled 780,563 shares and Snap-on held participant contributions of approximately \$2.4 million. Participants are able to withdraw from the plan at any time prior to the ending date and receive back all contributions made during the plan year. Compensation expense for plan participants was zero in 2016, \$2.3 million in 2015 and \$1.5 million in 2014.

Franchisee Stock Purchase Plan

All franchisees in the United States and Canada are eligible to participate in a franchisee stock purchase plan. The purchase price of the company's common stock to participants is the lesser of the mean of the high and low price of the stock on the beginning date (May 15) or ending date (the following May 14) of each plan year. For 2016, 2015 and 2014, issuances under this plan totaled 42,867 shares, 74,001 shares and 74,502 shares, respectively. As of 2016 year end, shares reserved for issuance under this plan totaled 613,469 shares and Snap-on held participant contributions of approximately \$4.6 million. Participants are able to withdraw from the plan at any time prior to the ending date and receive back all contributions made during the plan year. The company recognized a mark-to-market benefit of \$0.2 million in 2016; mark-to-market expense for plan participants was \$2.9 million in 2015 and \$1.7 million in 2014.

Note 14: Capital Stock

Snap-on has undertaken repurchases of Snap-on common stock from time to time to offset dilution created by shares issued for employee and franchisee stock purchase plans, stock awards and other corporate purposes. Snap-on repurchased 758,000 shares, 723,000 shares and 680,000 shares in 2016, 2015 and 2014, respectively. As of 2016 year end, Snap-on has remaining availability to repurchase up to an additional \$207.2 million in common stock pursuant to Board authorizations. The purchase of Snap-on common stock is at the company's discretion, subject to prevailing financial and market conditions.

Cash dividends paid in 2016, 2015 and 2014 totaled \$147.5 million, \$127.9 million and \$107.6 million, respectively. Cash dividends per share in 2016, 2015 and 2014 were \$2.54, \$2.20 and \$1.85, respectively. On February 9, 2017, the company's Board declared a quarterly dividend of \$0.71 per share, payable on March 10, 2017, to shareholders of record on February 24, 2017.

Note 15: Commitments and Contingencies

Snap-on leases facilities, office equipment and vehicles under non-cancelable operating and capital leases that extend for varying amounts of time. Snap-on's future minimum lease commitments under these leases, net of sub-lease rental income, are as follows:

<i>(Amounts in millions)</i>	Operating Leases	Capital Leases
Year:		
2017	\$ 23.0	\$ 3.7
2018	18.3	3.3
2019	13.9	2.9
2020	9.4	2.6
2021	6.4	2.1
2022 and thereafter	10.5	5.6
Total minimum lease payments	<u>\$ 81.5</u>	\$ 20.2
Less: amount representing interest		<u>(1.5)</u>
Total present value of minimum capital lease payments		<u>\$ 18.7</u>

Amounts included in the accompanying Consolidated Balance Sheets for the present value of minimum capital lease payments as of 2016 year end are as follows:

<i>(Amounts in millions)</i>	2016
Other accrued liabilities	\$ 3.3
Other long-term liabilities	15.4
Total present value of minimum capital lease payments	<u>\$ 18.7</u>

Rent expense for worldwide facilities, office equipment and vehicles, net of sub-lease rental income, was \$31.2 million, \$29.4 million and \$30.6 million in 2016, 2015 and 2014, respectively.

Snap-on provides product warranties for specific product lines and accrues for estimated future warranty cost in the period in which the sale is recorded. Snap-on calculates its accrual requirements based on historic warranty loss experience that is periodically adjusted for recent actual experience, including the timing of claims during the warranty period and actual costs incurred. Snap-on's product warranty accrual activity for 2016, 2015 and 2014 is as follows:

<i>(Amounts in millions)</i>	2016	2015	2014
Warranty accrual:			
Beginning of year	\$ 16.4	\$ 17.3	\$ 17.0
Additions	12.8	13.3	14.6
Usage	<u>(13.2)</u>	<u>(14.2)</u>	<u>(14.3)</u>
End of year	<u>\$ 16.0</u>	<u>\$ 16.4</u>	<u>\$ 17.3</u>

Approximately 2,800 employees, or 23% of Snap-on's worldwide workforce, are represented by unions and/or covered under collective bargaining agreements. The number of covered union employees whose contracts expire over the next five years approximates 2,100 employees in 2017, 500 employees in 2018, and 200 employees in 2019; there are no contracts currently scheduled to expire in 2020 or 2021. In recent years, Snap-on has not experienced any significant work slowdowns, stoppages or other labor disruptions.

Snap-on is involved in various legal matters that are being litigated and/or settled in the ordinary course of business. Although it is not possible to predict the outcome of these legal matters, management believes that the results of these legal matters will not have a material impact on Snap-on's consolidated financial position, results of operations or cash flows.

Note 16: Other Income (Expense) – Net

“Other income (expense) – net” on the accompanying Consolidated Statements of Earnings consists of the following:

<i>(Amounts in millions)</i>	2016	2015	2014
Interest income	\$ 0.6	\$ 0.5	\$ 0.5
Net foreign exchange loss	(1.3)	(2.7)	(1.5)
Other	0.1	(0.2)	0.1
Total other income (expense) – net	<u>\$ (0.6)</u>	<u>\$ (2.4)</u>	<u>\$ (0.9)</u>

Note 17: Accumulated Other Comprehensive Income (Loss)

The following is a summary of net changes in Accumulated OCI by component and net of tax for 2016 and 2015:

<i>(Amounts in millions)</i>	Foreign Currency Translation	Cash Flow Hedges	Defined Benefit Pension and Postretirement Plans	Total
Balance as of 2014 year end	\$ (7.7)	\$ 1.0	\$ (241.5)	\$ (248.2)
Other comprehensive loss before reclassifications	(110.8)	–	(28.9)	(139.7)
Amounts reclassified from Accumulated OCI	–	(0.3)	24.0	23.7
Net other comprehensive loss	<u>(110.8)</u>	<u>(0.3)</u>	<u>(4.9)</u>	<u>(116.0)</u>
Balance as of 2015 year end	\$ (118.5)	\$ 0.7	\$ (246.4)	\$ (364.2)
Other comprehensive income (loss) before reclassifications	(99.2)	8.8	(62.6)	(153.0)
Amounts reclassified from Accumulated OCI	–	(0.3)	19.0	18.7
Net other comprehensive income (loss)	<u>(99.2)</u>	<u>8.5</u>	<u>(43.6)</u>	<u>(134.3)</u>
Balance as of 2016 year end	<u>\$ (217.7)</u>	<u>\$ 9.2</u>	<u>\$ (290.0)</u>	<u>\$ (498.5)</u>

The reclassifications out of Accumulated OCI in 2016 and 2015 are as follows:

<u>Details about Accumulated OCI Components</u>	<u>Amounts Reclassified from Accumulated OCI</u>		<u>Statement of Earnings Presentation</u>
	2016	2015	
<i>(Amounts in millions)</i>			
Gains on cash flow hedges:			
Treasury locks	\$ 0.3	\$ 0.3	Interest expense
Income tax expense	–	–	Income tax expense
Net of tax	<u>0.3</u>	<u>0.3</u>	
Amortization of net unrecognized losses and prior service credits	(30.1)	(38.0)	See footnote below*
Income tax benefit	11.1	14.0	Income tax expense
Net of tax	<u>(19.0)</u>	<u>(24.0)</u>	
Total reclassifications for the period, net of tax	<u>\$ (18.7)</u>	<u>\$ (23.7)</u>	

* These Accumulated OCI components are included in the computation of net periodic pension and postretirement health care costs; see Note 11 and Note 12 for further information.

Note 18: Segments

Snap-on's business segments are based on the organization structure used by management for making operating and investment decisions and for assessing performance. Snap-on's reportable business segments are: (i) the Commercial & Industrial Group; (ii) the Snap-on Tools Group; (iii) the Repair Systems & Information Group; and (iv) Financial Services. The Commercial & Industrial Group consists of business operations serving a broad range of industrial and commercial customers worldwide, including customers in the aerospace, natural resources, government, power generation, transportation and technical education market segments (collectively, "critical industries"), primarily through direct and distributor channels. The Snap-on Tools Group consists of business operations primarily serving vehicle service and repair technicians through the company's worldwide mobile tool distribution channel. The Repair Systems & Information Group consists of business operations serving other professional vehicle repair customers worldwide, primarily owners and managers of independent repair shops and original equipment manufacturer ("OEM") dealership service and repair shops ("OEM dealerships"), through direct and distributor channels. Financial Services consists of the business operations of Snap-on's finance subsidiaries.

Snap-on evaluates the performance of its operating segments based on segment revenues, including both external and intersegment net sales, and segment operating earnings. Snap-on accounts for intersegment sales and transfers based primarily on standard costs with reasonable mark-ups established between the segments. Identifiable assets by segment are those assets used in the respective reportable segment's operations. Corporate assets consist of cash and cash equivalents (excluding cash held at Financial Services), deferred income taxes and certain other assets. All significant intersegment amounts are eliminated to arrive at Snap-on's consolidated financial results.

Neither Snap-on nor any of its segments depend on any single customer, small group of customers or government for more than 10% of its revenues.

Financial Data by Segment:

<i>(Amounts in millions)</i>	2016	2015	2014
Net sales:			
Commercial & Industrial Group	\$ 1,148.3	\$ 1,163.6	\$ 1,174.8
Snap-on Tools Group	1,633.9	1,568.7	1,455.2
Repair Systems & Information Group	1,179.9	1,113.2	1,095.2
Segment net sales	3,962.1	3,845.5	3,725.2
Intersegment eliminations	(531.7)	(492.7)	(447.5)
Total net sales	\$ 3,430.4	\$ 3,352.8	\$ 3,277.7
Financial Services revenue	281.4	240.3	214.9
Total revenues	<u>\$ 3,711.8</u>	<u>\$ 3,593.1</u>	<u>\$ 3,492.6</u>
Operating earnings:			
Commercial & Industrial Group	\$ 168.0	\$ 169.4	\$ 158.6
Snap-on Tools Group	281.1	256.0	223.1
Repair Systems & Information Group	297.8	273.4	251.2
Financial Services	198.7	170.2	149.1
Segment operating earnings	945.6	869.0	782.0
Corporate	(91.4)	(104.2)	(97.3)
Operating earnings	854.2	764.8	684.7
Interest expense	(52.2)	(51.9)	(52.9)
Other income (expense) – net	(0.6)	(2.4)	(0.9)
Earnings before income taxes and equity earnings	<u>\$ 801.4</u>	<u>\$ 710.5</u>	<u>\$ 630.9</u>

Financial Data by Segment (continued):

<i>(Amounts in millions)</i>	2016	2015
Assets:		
Commercial & Industrial Group	\$ 907.1	\$ 901.6
Snap-on Tools Group	668.1	646.7
Repair Systems & Information Group	1,211.0	1,041.6
Financial Services	1,789.7	1,572.4
Total assets from reportable segments	4,575.9	4,162.3
Corporate	212.3	203.6
Elimination of intersegment receivables	(65.0)	(34.8)
Total assets	\$ 4,723.2	\$ 4,331.1

	2016	2015	2014
Capital expenditures:			
Commercial & Industrial Group	\$ 19.3	\$ 31.0	\$ 28.5
Snap-on Tools Group	38.3	38.1	36.9
Repair Systems & Information Group	13.1	9.0	10.6
Financial Services	0.6	1.0	0.4
Total from reportable segments	71.3	79.1	76.4
Corporate	3.0	1.3	4.2
Total capital expenditures	\$ 74.3	\$ 80.4	\$ 80.6

Depreciation and amortization:			
Commercial & Industrial Group	\$ 20.7	\$ 20.1	\$ 20.8
Snap-on Tools Group	27.6	24.9	21.4
Repair Systems & Information Group	33.9	34.0	33.7
Financial Services	0.6	0.7	0.9
Total from reportable segments	82.8	79.7	76.8
Corporate	2.8	2.8	2.7
Total depreciation and amortization	\$ 85.6	\$ 82.5	\$ 79.5

Revenues by geographic region:*			
United States	\$ 2,588.8	\$ 2,483.9	\$ 2,288.9
Europe	654.4	635.0	701.9
All other	468.6	474.2	501.8
Total revenues	\$ 3,711.8	\$ 3,593.1	\$ 3,492.6

	2016	2015
Long-lived assets:**		
United States	\$ 1,048.6	\$ 1,033.3
Sweden	218.8	114.5
All other	237.9	250.8
Total long-lived assets	\$ 1,505.3	\$ 1,398.6

* Revenues are attributed to countries based on the origin of the sale.

** Long-lived assets consist of Property and equipment – net, Goodwill, and Other intangibles – net.

Products and Services: Snap-on derives net sales from a broad line of products and complementary services that are grouped into three categories: (i) tools; (ii) diagnostics and repair information; and (iii) equipment. The tools product category includes Snap-on's hand tools, power tools and tool storage products. The diagnostics and repair information product category includes handheld and PC-based diagnostic products, service and repair information products, diagnostic software solutions, electronic parts catalogs, and business management systems and services to help owners and managers of independent repair shops and OEM dealerships manage and track performance. The equipment product category includes solutions for the diagnosis and service of vehicles and industrial equipment. Through its financial services businesses, Snap-on also derives revenue from various financing programs designed to facilitate the sales of its products and support its franchise business. Further product line information is not presented as it is not practicable to do so.

The following table shows the consolidated net sales and revenues of these product groups in the last three years:

<i>(Amounts in millions)</i>	2016	2015	2014
Net sales:			
Tools	\$ 1,899.2	\$ 1,910.1	\$ 1,868.5
Diagnostics and repair information	748.2	689.6	689.5
Equipment	783.0	753.1	719.7
Total net sales	\$ 3,430.4	\$ 3,352.8	\$ 3,277.7
Financial services revenue	281.4	240.3	214.9
Total revenues	<u>\$ 3,711.8</u>	<u>\$ 3,593.1</u>	<u>\$ 3,492.6</u>

Note 19: Quarterly Data (unaudited)

<i>(Amounts in millions, except per share data)</i>	First Quarter	Second Quarter	Third Quarter	Fourth Quarter	Total
2016					
Net sales	\$ 834.2	\$ 872.3	\$ 834.1	\$ 889.8	\$ 3,430.4
Gross profit	415.3	431.3	419.1	443.9	1,709.6
Financial services revenue	66.3	69.3	71.6	74.2	281.4
Financial services expenses	(19.3)	(19.8)	(21.0)	(22.6)	(82.7)
Net earnings	131.3	143.4	135.2	149.7	559.6
Net earnings attributable to Snap-on Incorporated	128.3	140.1	131.7	146.3	546.4
Earnings per share – basic	2.21	2.41	2.27	2.52	9.40
Earnings per share – diluted	2.16	2.36	2.22	2.47	9.20
Cash dividends paid per share	0.61	0.61	0.61	0.71	2.54
	First Quarter	Second Quarter	Third Quarter	Fourth Quarter	Total
2015					
Net sales	\$ 827.8	\$ 851.8	\$ 821.5	\$ 851.7	\$ 3,352.8
Gross profit	410.1	419.0	406.9	412.3	1,648.3
Financial services revenue	57.4	58.7	61.1	63.1	240.3
Financial services expenses	(17.1)	(17.3)	(17.6)	(18.1)	(70.1)
Net earnings	113.2	123.0	119.9	134.5	490.6
Net earnings attributable to Snap-on Incorporated	110.5	120.0	116.8	131.4	478.7
Earnings per share – basic	1.90	2.07	2.01	2.26	8.24
Earnings per share – diluted	1.87	2.03	1.98	2.22	8.10
Cash dividends paid per share	0.53	0.53	0.53	0.61	2.20

Note 20: Subsequent Event

On January 17, 2017, Snap-on repaid the 2017 Notes upon maturity with an aggregate of \$150 million of available cash and cash generated from issuances of commercial paper.

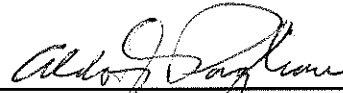
APPENDIX H

GUARANTEE OF SNAP-ON INCORPORATED

For value received, Snap-on Incorporated, located at 2801 80th Street, Kenosha, Wisconsin, 53143 ("Guarantor"), absolutely and unconditionally guarantees the performance by the franchisor, Snap-on Tools Company LLC ("Snap-on Tools"), located at 2801 80th Street, Kenosha, Wisconsin, 53143, of all obligations of Snap-on Tools under its franchise registrations or exemptions from registration in the states of California, Hawaii, Illinois, Maryland, Minnesota, North Dakota, Rhode Island, South Dakota, Virginia and Washington, and to the franchisees in all states under the franchise agreements signed prior to April 30, 2018. This guarantee shall continue until all obligations of Snap-on Tools under the franchise registrations (including exemption filings) and franchise agreements are satisfied. Guarantor is not discharged from liability if a claim by the franchisee against Snap-on Tools remains outstanding. Notice of acceptance is waived. Notice of default on the part of Snap-on Tools is not waived. This guarantee is binding on the Guarantor and on its successors and assigns.

IN WITNESS WHEREOF, Guarantor has, by a duly authorized officer, executed this guarantee at Kenosha, Wisconsin, this 10th day of February, 2017.

Guarantor:
SNAP-ON INCORPORATED



By: Aldo J. Pagliari
Title: Sr. Vice President – Finance and
Chief Financial Officer

APPENDIX I.1.A



SNAP-ON TOOLS FRANCHISE AGREEMENT

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Exhibit A – List of Calls

SNAP-ON TOOLS FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT ("Agreement") is made as of the ___ day of _____, 20__ ("Effective Date"), by and between SNAP-ON TOOLS COMPANY LLC, a Delaware limited liability company, whose address is 2801 80th Street, Kenosha, Wisconsin, 53143 ("Snap-on"), and «FullName», whose address is «HomeAddressLine1», «HomeCity», «HomeStateProvince» «HomeZipPostalCode» ("Franchisee").

THE PARTIES AGREE THAT:

In consideration of the agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties, intending to be legally bound, agree as follows:

1. Nature and Scope of Agreement; License and List of Calls.

A. Nature and Scope of Agreement. Snap-on, over many years, as a result of the expenditure of time, skill, effort and money, has developed and owns a program for selling and servicing high quality tools and equipment ("Snap-on Program"), as a result of which the Snap-on Program has acquired valuable goodwill and a favorable reputation. The parties agree that this valuable goodwill and favorable reputation belongs to Snap-on and while Franchisee has the benefit of this goodwill and favorable reputation during the term of this Agreement, Franchisee acquires no property rights in such goodwill or reputation, all of which at all times belongs to Snap-on; and

The distinguishing features of the Snap-on Program include, but are not limited to, the name "Snap-on"; the tools and equipment manufactured and/or distributed by Snap-on and made available by Snap-on for resale by its franchisees ("**Products**"); special confidential and proprietary techniques for selling the **Products**; signs, emblems, trade names, trademarks, and service marks; and the Franchise Operations Manual and other manuals provided to Franchisee by Snap-on; all of which may be changed, improved or further developed from time to time, including during the term of this Agreement; and

Franchisee desires a license from Snap-on to be a Snap-on franchisee; and

Franchisee recognizes the importance to Snap-on, other franchisees, and to the public of maintaining the distinctive standards, qualities and attributes of the **Products** and services identified by the Trademarks (as defined in Section 13 below) associated with the Snap-on Program and is willing to maintain those standards, qualities and attributes in the operation of a Snap-on franchise; and

Franchisee desires to obtain a license to use the Snap-on Program at the List of Calls (as defined in this Section 1 below), subject to the terms and conditions contained in this Agreement. Franchisee acknowledges that Snap-on has, has had and will continue to have the basic right to use and/or license the Snap-on Program as it may exist, in whole or in part, and that this basic right is not being limited or changed by the terms of this Agreement. The parties recognize that over time there may be changes in the manner in which Snap-on, its competitors and the users of its **Products** engage in business, and have recognized and addressed that possibility by explicitly defining the scope of authority granted to Franchisee in this Agreement.

B. License. Snap-on grants Franchisee the right, subject to the conditions set forth in this Agreement, to use the Snap-on Program, and to purchase **Products** from Snap-on for resale, only at those locations (sometimes referred to as "stops") identified in attached Exhibit A ("List of

Calls"), as adjusted in accordance with the terms of this Agreement. Subject to the provisions of Sections 1.D., 1.E. and 1.F. and provided Franchisee is not in default under the terms of this Agreement, Snap-on will not sell, or license others to sell, **Products** at those locations identified on the List of Calls as modified from time to time during the term of this Agreement. Snap-on and Franchisee acknowledge that the most efficient way for Franchisee to service customers is for one franchisee to establish a relationship with his customers and be the only franchisee servicing a stop.

Franchisee is not entitled to use the Snap-on Program or sell **Products** at any location not identified on the List of Calls even if the location is adjacent to, or near, a location on Franchisee's List of Calls, or to any customer of Franchisee who moves to a location not identified on the List of Calls.

C. Adjustments to List of Calls. If Franchisee desires to use the Snap-on Program or sell **Products** at any location not identified on the List of Calls, Franchisee must notify Franchisee's Snap-on field management contact and request that the additional stop(s) be added to the List of Calls. Snap-on will not unreasonably withhold its consent to add these stop(s) to Franchisee's List of Calls.

Customers of Snap-on franchisees expect high quality service from their franchisees. Accordingly, Snap-on reserves the right to remove a stop or stops from Franchisee's List of Calls if (i) Franchisee fails to service customers and/or solicit potential customers at a stop for a period of thirty (30) days or more; or (ii) Franchisee is no longer permitted to service the stop by the customer or the shop owner. Snap-on will provide Franchisee written notice of an adjustment to Franchisee's List of Calls at least ten (10) days prior to the adjustment taking effect.

D. National Accounts Program. Snap-on exclusively reserves the right to develop and operate the Snap-on National Accounts Program, through which **Products** are sold and/or distributed to purchasers on a national or regional contract basis. Franchisee will receive a brokerage fee on sales made through the Snap-on National Accounts Program directly to purchasers at a stop identified on Franchisee's List of Calls, according to a commission schedule published from time to time by Snap-on. The policies and procedures pertaining to the Snap-on National Accounts Program are made available to Franchisee and are subject to change from time to time.

E. Industrial Stops. Snap-on exclusively reserves to itself the right to contact and sell, directly or indirectly, **Products** to industrial users, railroads, airlines, manufacturers, central purchasing offices, government installations and institutions, public or private schools (including students at the school), potential customers who require scientific information, special devices, special services and/or technical and engineering data or for whom special procurement procedures are required ("Industrial Stop(s)"). If an Industrial Stop employs professional mechanics who purchase their own tools, Snap-on may, but is not obligated to, include that Industrial Stop on Franchisee's List of Calls only for the purpose of permitting Franchisee to sell **Products** to those mechanics. This is known as a dual stop. The determination whether a stop or customer, in whole or in part, is an Industrial Stop or a dual stop will be made by Snap-on in its reasonable business judgment.

F. Internet Sales. Snap-on reserves the right to operate an internet program, through which **Products** are sold and/or distributed directly to internet purchasers, which may include customers working at stops on the List of Calls who elect to make a purchase from Snap-on through the internet.

G. Surveys. Snap-on may survey customers at stops on Franchisee's List of Calls as Snap-on, in its reasonable business judgment, believes is necessary or advisable.

2. **Initial Term.** The initial term of this Agreement and the license granted by this Agreement shall be ten (10) years from the Effective Date unless sooner terminated in accordance with Sections 19 or 20 of this Agreement.

3. **Renewal.** Franchisee may, at Franchisee's option, renew this Agreement for one additional term of five (5) years, subject to the following Conditions of Renewal which must be met prior to renewal:

A. Conditions of Renewal.

(1) Franchisee gives Snap-on written notice of Franchisee's intention to renew not less than nine (9) months nor more than twelve (12) months prior to the end of the initial term;

(2) Franchisee meets the standards for new franchisees in effect at the time of such notice of intent to renew and refurbishes or replaces the franchise van if necessary in the reasonable business judgment of Snap-on;

(3) Franchisee is not in default under this Agreement, any amendment to this Agreement, or any other agreement between Franchisee and Snap-on or its subsidiaries and affiliates, and Franchisee remains in compliance with all material terms and conditions of such agreements through the expiration date of the expiring term;

(4) Franchisee satisfies all monetary obligations Franchisee owes to Snap-on, Snap-on Credit LLC ("Snap-on Credit"), and their subsidiaries and affiliates;

(5) Franchisee executes Snap-on's then-current form of Franchise Agreement. The terms of the renewal Franchise Agreement may differ from the terms of this Agreement, including a higher Monthly License Fee. Franchisee acknowledges that the then-current form of Franchise Agreement will be amended to provide for a renewal term of five (5) years; and otherwise to be appropriate for a renewal franchise;

(6) Franchisee and each of its owners executes a general release, in a form satisfactory to Snap-on, of any and all claims against Snap-on and its subsidiaries and affiliates and their respective past and present officers, directors, shareholders, agents and employees, in their corporate and individual capacities, including, without limitation, claims arising under federal, state and local laws, rules and ordinances, and claims arising out of, or relating to, this Agreement, any other agreements with Snap-on, Snap-on Credit, their subsidiaries and affiliates, but excluding any claims the release of which are prohibited by applicable law; and

(7) Franchisee pays Snap-on a renewal fee in an amount that is 50% of the then-current Initial License Fee.

B. Statutory Limitations. If applicable law or regulation requires a standard of renewal that is different from that set forth in this Section 3., this Agreement is amended to conform to the minimum standard required by such applicable law or regulation. Snap-on intends to deliver any required additional notice, and this Agreement will remain in effect on a month-to-month basis only until Franchisee has received such required additional notice.

4. **License Fees.**

A. Initial License Fee. Franchisee has paid Snap-on an Initial License Fee of Fifteen Thousand Dollars (\$15,000) to become a Franchisee. The Initial License Fee was paid in consideration of Snap-on initially granting this franchise, it was fully earned at the time paid, and it is not refundable for any reason.

B. Monthly License Fee. In addition to all other amounts to be paid by Franchisee to Snap-on, Franchisee shall pay Snap-on a Monthly License Fee of One Hundred Twenty Dollars (\$120.00). Snap-on will have the right to increase the Monthly License Fee once each calendar year by an amount up to the lesser of either Fifty Dollars (\$50.00) or twenty-five percent (25%) of the existing Monthly License Fee. Snap-on will advise Franchisee of any increase in the Monthly License Fee, and the increased Monthly License Fee will be payable upon Franchisee's receipt of an invoice from Snap-on for the increased Monthly License Fee.

5. Franchise Operations Manual. Franchisee acknowledges that Franchisee is receiving access to the Franchise Operations Manual ("Operations Manual") which may be provided to Franchisee in paper format, electronic format (including posting on a Snap-on sponsored intranet site) or any combination thereof. Franchisee agrees to ensure that the Operations Manual is kept confidential and Franchisee keeps up-to-date with all modifications provided by Snap-on, agrees not to reproduce the Operations Manual or any part of it, and agrees not to disclose the contents of the Operations Manual to anyone other than Franchisee's employees. Snap-on (and its subsidiaries or affiliates, as applicable) will make available to Franchisee in a format or formats designated by Snap-on periodic updates, additions, and deletions to the Operations Manual. Upon termination of this Agreement, Franchisee will return to Snap-on all print copies and delete all electronic copies of Operations Manuals and other manuals Franchisee has received and/or copied.

6. Modifications of the Snap-on Program. Snap-on (and its subsidiaries and affiliates), in its reasonable business judgment, will be entitled from time to time to change or modify the Snap-on Program, including, but not limited to, the addition or deletion of **Products**, the adoption and use of new or modified Trademarks or the deletion of Trademarks or copyrighted materials. The Snap-on Program is contained in the Operations Manual and those other materials as Snap-on (or its subsidiaries and affiliates) may provide to Franchisee.

Snap-on and Franchisee acknowledge that the goal of maintaining a competitive Snap-on business involves ongoing expenditures of different types (including but not limited to expense for electronic commerce, replacement and new computer equipment and related hardware, software and services, as well as periodic van renovation) and may also involve costs incident to changes in operation.

7. Services by Snap-on. During the term of this Agreement and so long as Franchisee is not in default under this Agreement, Snap-on, in the manner it deems appropriate, will make the following services available to Franchisee:

A. Purchase of Products by Franchisee. Franchisee may select and purchase **Products** at Snap-on's suggested list price, less any franchisee discounts in effect when orders are received by Snap-on. The **Products**, suggested prices and available franchisee discounts are subject to change without notice to Franchisee. Snap-on requires that orders from Franchisee be made by electronic communication. All sales of **Products** will be made on Snap-on's standard terms of sale which are in effect at the time of the sale.

Franchisee will pay all amounts due Snap-on through such means and at such time as Snap-on may prescribe in the Snap-on Program. Snap-on currently requires that Franchisee pay amounts due Snap-on by direct debit of Franchisee's bank account. Failure to do so will result in an additional charge to Franchisee as set forth in the Snap-on Program from time to time. Snap-on may change the minimum payment requirement, due date, and method of payment in Snap-on's sole business judgment.

Snap-on is not liable for delays in shipment, or for failure to make any delivery of **Products**, if the **Products** were not shipped because Franchisee has not paid Snap-on for prior amounts

due, Franchisee has exceeded or with the order would exceed Franchisee's credit limit, or if Snap-on's reasonable efforts are inadequate to effect delivery of the **Products**. If Snap-on is unable to supply **Products** in quantities ordered, Snap-on has the right to allocate shipments among its franchisees based on any business factor or combination of business factors which it deems appropriate in its reasonable business judgment, such as historical purchasing patterns, franchisee credit worthiness, franchisee needs or other channels of distribution.

Franchisee will not have a claim against Snap-on due to Snap-on's failure to furnish any **Products** due to a lack of **Product** availability.

B. General Assistance. Snap-on will provide Franchisee with information regarding the Snap-on Program, together with suggested business forms and ideas for bookkeeping and operational methods, inventory control methods, product knowledge, and sales and marketing techniques as Snap-on deems appropriate for the operation of a Snap-on franchise.

C. Training. Snap-on will make available to Franchisee, and Franchisee's principal owner or Franchisee's store manager is required prior to starting business in the franchise to attend Snap-on's Store Management Training program, which conveys the essential information necessary for Franchisee to transact business with Snap-on and Franchisee's customers. No separate charge will be made by Snap-on for this Training.

8. Performance Standards and Uniformity of Operation. **Products** sold and services performed under Snap-on's Trademarks have a reputation for high quality. This reputation has been developed and maintained by Snap-on, and it is of the utmost importance to Snap-on, Franchisee, and all other franchisees that this reputation be maintained through high quality service to customers in accordance with the Snap-on Program. In recognition of the mutual benefits which come from maintaining the reputation for quality enjoyed by the Snap-on Program, Franchisee will comply with all of the following:

A. General Standards and Specifications. Franchisee shall operate the franchise, render all services, sell **Products** and make all payments due to Snap-on in accordance with the specifications, standards, business practices, policies and procedures of Snap-on now in effect or subsequently published for its franchisees, and comply with all written requirements of the Snap-on Program, including any changes that may be made to it from time to time, including changes during the term of this Agreement.

B. Operation of the Franchise. Franchisee will use Franchisee's best efforts to promote aggressively and develop fully the sales of **Products** at stops on the List of Calls. Franchisee, at all times, will maintain an inventory of **Products** at least in the minimum amount required by the Snap-on Program in order to maximize the sale of **Products** and provide the service expected by Snap-on customers. In order to maximize the sale of **Products**, Snap-on recommends that Franchisee call on every potential customer at stops on the List of Calls at least once a week. Franchisee will refrain from engaging in activities that would conflict with these purposes and shall devote full business attention and efforts to these purposes. Franchisee and employees of the Franchisee will represent the Snap-on brand by acting in a competent, fair, honest, ethical, and courteous manner in accordance with the image and reputation of Snap-on and the Snap-on Program, and maintain a neat and clean appearance.

C. Sales Only to End-user. Franchisee shall sell the **Products** only to customers at locations on the List of Calls and shall not sell or give away the **Products** to any person or entity for resale.

D. Restriction on the Sale of Certain Items. In order to emphasize the Snap-on brand, Franchisee will not sell items of merchandise which are directly competitive with the **Products**

that are manufactured by or for Snap-on, except items of merchandise which Franchisee has taken as a trade-in. In addition, Franchisee will refrain from selling items which are inappropriate or inconsistent with a business selling tools and equipment.

E. Franchisee Use of Internet. Franchisee will only use the internet, including social media sites or commercial sites such as eBay or Craig's List, to advertise **Products** or other items of merchandise to customers at stops on Franchisee's List of Calls. Such internet use is subject to compliance with Section 13 below.

F. Pricing. Franchisee will unilaterally determine the price at which Franchisee will sell the **Products**. In order to assist Franchisee in setting prices, Snap-on regularly provides Franchisee with suggested list prices for the **Products**, but Franchisee is not required to follow Snap-on's suggested prices.

G. Van. Franchisee will lease or purchase a van that complies with specifications contained in the Snap-on Program in effect on the Effective Date of this Agreement. Franchisee will maintain and operate the van in good condition and repair. Franchisee will display the current van decal and logo package as required by Snap-on from time to time in order to protect the Snap-on brand identity. Franchisee will display the inventory in the van in a clean and neat manner to enhance the sale of Products. The van will be used as the primary vehicle when making sales and service calls; however, Franchisee may use additional van(s), trailer(s) or other vehicle(s) as Franchisee elects to use in order to improve service to customers. Such additional vehicle(s) need not meet Snap-on specifications except that any use of the Trademarks on such vehicle(s) must be in accordance with proper trademark usage as set forth in Section 13.

H. Technology Package; Electronic Commerce and Communication. Franchisee is required to use a computer, computer components and other content meeting Snap-on's specifications as outlined in the Operations Manual, and as modified in the Snap-on Program from time to time. Snap-on will initially provide Franchisee, without cost to Franchisee, with a technology package including computer hardware and printer meeting the current specifications of the Snap-on Program.

Franchisee will obtain a license from Snap-on or a source designated by Snap-on, for point of sale software that conforms to specifications contained in the Snap-on Program, as may be modified from time to time.

In order to effectively communicate information and place orders for **Products**, Franchisee must subscribe, at Franchisee's expense, to a reliable internet service provider or other electronic communication provider or service. Snap-on is not liable for any damage to Franchisee including lost profits, delayed orders or the like which are the result of any outage or delay related to electronic transmission of information, whether by the internet or otherwise, or as the result of Franchisee's failure to access the information.

I. Warranties. Franchisee will assist Snap-on in honoring all warranties on the **Products**. Franchisee understands that warranty service for the customer is an important part of the Snap-on Program and that Franchisee will be required to make repairs and arrange for service for customer **Products** without compensation from Snap-on. The cost of warranty services is taken into consideration by Snap-on when setting the franchisee discount on the **Products**. The terms of Snap-on's warranties may be changed by Snap-on from time-to-time in its sole business judgment.

J. Compliance with Law. Franchisee will comply with all laws, ordinances, and regulations affecting the operation of the franchise, including but not limited to all labor and employment laws, ordinances and regulations and all applicable data privacy laws.

K. Taxes and Other Indebtedness. Franchisee will pay when due all taxes levied and assessed, including, without limitation, sales, use, personal property, income and other taxes, including all taxes applicable to Franchisee's employees. Franchisee will pay when due all accounts and other indebtedness of every kind incurred by Franchisee in the conduct of the franchise.

9. Security Interest. To secure Franchisee's obligations to Snap-on, including those arising under this Agreement, Franchisee grants Snap-on a security interest in all of the following property of the Franchisee, whether now owned or hereafter acquired, and whether tangible or intangible: inventory, tools, equipment, vans, accounts, contract rights, general intangibles, chattel paper, Revolving Accounts, Extended Credit Contracts, Credit Sale Contracts, Open Accounts, Leases, insurance policies, documents, deposits, all Reserves (including, but not limited to EC Reserve and Business Reserve) or similar types of accounts, trademarks, trade names, customer lists, books, records, catalogues, sales aids, computers and computer programs, and any replacements, substitutions, additions, accessions or proceeds thereof. Franchisee represents and warrants that Snap-on's security interest as described above shall be prior to that of any other creditor. Franchisee understands that Snap-on will make all required UCC filings to perfect Snap-on's security interest in Franchisee's property as set forth in this Section and Franchisee will cooperate with Snap-on to the extent requested by Snap-on to accomplish this perfection. Franchisee authorizes Snap-on to describe the collateral in any financing statement as "all business assets". This statement in any financing statement will not expand or limit the property given as security for the performance of Franchisee's obligations to Snap-on described above. With respect to any funds accounted for or held by Snap-on for the benefit of Franchisee, Snap-on will be entitled to commingle such funds with Snap-on's general funds and to offset against such funds any monies owed Snap-on by Franchisee.

10. Credit Sales.

A. Revolving Accounts. Revolving Account or RA sales are credit sales in which Franchisee extends personal credit to Franchisee's customers. The terms, such as the price, down payment and repayment schedules are determined by the Franchisee and the customer. Franchisee is obligated to offer to purchase RAs offered for sale by the franchisee ("Predecessor") who previously sold **Products** to customers at stops on Franchisee's List of Calls ("RA Acquisition"). The purchase is subject to Franchisee's right, for forty-five (45) days from the date Franchisee begins servicing customers in the List of Calls, to advise Snap-on and the Predecessor which, if any, of the RAs Franchisee has rejected, unless Franchisee is purchasing the RAs through Snap-on's transfer program, in which case, Franchisee and the Predecessor will agree on the RAs to be purchased, and the 45-day time period to reject some or all of the RAs will be eliminated. Any RAs not rejected by Franchisee within an applicable rejection period will be purchased by Franchisee. In the event Franchisee sells **Products** to a customer (whose RA was offered to Franchisee) within an applicable forty-five (45) day period, Franchisee will be deemed to have agreed to purchase the RA relating to such customer, unless Franchisee has first advised Snap-on and the Predecessor that Franchisee has rejected that customer's RA. The purchase price for the RAs will be seventy-five percent (75%) of the balance due on each RA being sold unless otherwise agreed to by the Franchisee and the Predecessor. In addition to RA Acquisition, Franchisee will regularly sell Products to Franchisee's customers on RA.

B. Open Accounts. Snap-on has established, and from time to time may modify or discontinue, a program for extending short term financing for the purchase of **Products** sold to certain businesses located at stops on the Franchisee's List of Calls ("Open Accounts"), as set forth in the Operations Manual. Snap-on may, in its sole business judgment, accept the assignment of Open Account contracts offered to Snap-on by Franchisee. The parties' obligations with respect to Open Accounts shall be governed by any Snap-on policies regarding such Open Accounts contained in the Snap-on Program from time to time.

11. Advertising by Franchisee. Franchisee is not required to engage in advertising or participate in advertising through an advertising fund. If Franchisee decides to advertise, print advertising and promotional materials may be purchased from any source provided that the Trademarks must be used in accordance with the requirements of Section 13 and as set forth in the Snap-on Program. Advertising materials may only be used to advertise to customers and potential customers at stops on Franchisee's List of Calls.

12. Bookkeeping. Franchisee will keep and maintain complete and accurate books and records of Franchisee's business operations.

13. Trademarks. The term "Trademarks" as used in this Agreement refers to all words, symbols, designs, trade names, service marks or combinations thereof used to identify the Snap-on Program and the **Products** sold and services performed in connection with the Snap-on Program. Franchisee will use the Trademarks only in the manner approved by Snap-on.

Franchisee's right to use the Trademarks is limited to the operation of the franchise and as expressly provided in this Agreement and the Operations Manual. Franchisee agrees to use the Trademarks in the identification and conduct of Franchisee's franchise business. Franchisee will identify himself as the independent owner of the franchise business in the manner Snap-on prescribes and Franchisee will not include any other trademark or trade name in the identification of the franchise or the conduct of Franchisee's franchise business. Franchisee will not use any Trademark as part of any corporate or trade name or with any prefix, suffix or other modifying words, nicknames, terms, designs or symbols, or in any modified form (including, without limitation, any local or special adaptations or artistic variations of any of the Trademarks), nor may Franchisee use any Trademark in connection with the sale of any unauthorized product or service or in any other manner not expressly authorized in writing by Snap-on. Franchisee will not use any Trademark or any other word which is confusingly similar to any Trademark (for example, snapon, SnapOn) as an Internet domain name, an electronic mail address, or an Internet web page address, or any part thereof (for example, SnaponNW@nwtools.com, joepublic@snaponnw.com, <http://www.toolsNE\Snap-on.html>) or as any other identifier in any form of electronic communication and Franchisee must obtain Snap-on's prior written approval prior to any use of the Trademarks in electronic commerce, including but not limited to all forms of electronic or computer communication. Franchisee agrees to display the Trademarks prominently and in the manner Snap-on prescribes on signs, forms and other materials and articles. Further, Franchisee agrees to give such notices of trademark or service mark ownership or registration and copyrights as Snap-on specifies and to obtain such fictitious or assumed name registration as may be required under applicable law. Any and all uses of any of the Trademarks shall be subject to Snap-on's approval. If local laws or ordinances require that Franchisee file an affidavit of doing business under a fictitious name, Franchisee shall include in that filing an indication that the filing is made "as an authorized franchisee of Snap-on Tools Company LLC, Kenosha, Wisconsin." In no event may Franchisee file any record or sign any form indicating Franchisee is "d/b/a Snap-on" or "doing business as Snap-on." Franchisee shall use the symbol ® with all registered trademarks and the symbol ™ with all other trademarks or service marks so as to protect Snap-on's ownership rights.

In the event Snap-on should elect to use a name other than "Snap-on" to identify the Snap-on Program, Snap-on may select another name and the Snap-on Program and this Agreement will be deemed amended to substitute that name. If Snap-on determines, in its sole business judgment, that Franchisee should modify or discontinue use of any Trademark and/or use one or more additional or substitute trademarks or service marks, Franchisee agrees to comply promptly therewith after notice thereof by Snap-on. Franchisee will be responsible for all expenses incurred in modifying or discontinuing the use of a Trademark or substituting therefore a different trademark or service mark, and Snap-on will not be obligated to reimburse Franchisee

for any loss of goodwill by the franchise associated with any modified or discontinued Trademark or for any expenditures made by Franchisee to promote a modified or substitute trademark or service mark.

Franchisee agrees that nothing in this Agreement gives Franchisee any right, title or interest in the Trademarks (except the right to use the Trademarks in accordance with the terms of this Agreement); that the Trademarks are the sole property of Snap-on and its affiliates; that Franchisee will not directly or indirectly contest the validity of Snap-on's or its affiliates ownership of the Trademarks (whether during or after the term of this Agreement); and that any and all uses by Franchisee of the Trademarks and the goodwill arising therefrom shall inure exclusively to the benefit of Snap-on and its affiliates.

Franchisee will promptly notify Snap-on in writing of any apparent infringement of or challenge to Franchisee's use of any Trademark, or any claim by any person other than Snap-on or its affiliates of any rights in any Trademark or any similar trade name, trademark or service mark, of which Franchisee becomes aware. Franchisee will not communicate with any person other than Snap-on and its affiliates and their counsel in connection with any such infringement, challenge or claim. Snap-on and its affiliates have the sole discretion to take such action as they deem appropriate and the right to control exclusively any litigation, trademark proceeding or any other administrative proceeding arising out of any such infringement, challenge or claim or otherwise relating to any Trademark. Franchisee agrees to execute any and all instruments and documents, render such assistance and do such acts and things as may, in the opinion of Snap-on's and its affiliates' counsel, be necessary or advisable to protect and maintain Snap-on's and its affiliates' interests in any such litigation, trademark proceeding or other administrative proceeding or otherwise to protect and maintain Snap-on's and its affiliates' interests in the Trademarks.

14. Relationship of Parties; Franchisee as Independent Contractor. This Agreement does not create a fiduciary or other special relationship between the parties. Franchisee is an independent contractor with entire control and direction of the franchise and its operations, subject only to the conditions and covenants established by this Agreement. No agency, employment, or partnership is created or implied by the terms of this Agreement and Franchisee is not and will not hold itself out as agent, legal representative, partner, subsidiary, joint venturer or employee of Snap-on (its subsidiaries or affiliates). Franchisee shall be solely responsible for all of Franchisee's employment decisions, including but not limited to, recruiting, hiring, firing, scheduling, discipline, wages, hours, benefits, etc. and for all matters regarding Franchisee's employees. Franchisee will have no right or power to, and will not bind or obligate Snap-on (its subsidiaries or affiliates) in any way or manner whatsoever, nor represent that Franchisee has any right to do so. Franchisee will not represent, or purport to represent Snap-on in any manner or by any medium without the express prior written approval of Snap-on. The sole relationship between Franchisee and Snap-on (its subsidiaries and affiliates) is a commercial, arms' length business relationship and, except as provided in Section 24, there are no third party beneficiaries to this Agreement. Franchisee's business will be kept totally separate and apart from any that may be operated by Snap-on (its subsidiaries and affiliates).

In all public records, in relationships with other persons, and on letterheads and business forms Franchisee will indicate the independent ownership of the franchise and that Franchisee is solely an "authorized franchisee" of Snap-on. Franchisee will post a sign in a conspicuous location on Franchisee's van to so advise the public.

15. Confidentiality. Franchisee acknowledges that Snap-on owns the Snap-on Program, which includes, but is not limited to, Snap-on's trade secrets, the List of Calls, the Operations Manual and all other manuals provided to Franchisee by Snap-on. The Snap-on Program is disclosed to Franchisee in confidence and solely for the purpose of enabling Franchisee to

operate the franchise, and Franchisee will not disclose any part of it to anyone other than Franchisee's employees in the Snap-on business, Snap-on employees or other Snap-on franchisees. Franchisee will be responsible for Franchisee's employees maintaining the confidentiality of these materials. Franchisee acknowledges that such disclosure would inflict irreparable injury on Snap-on and that Snap-on will be entitled to obtain injunctive relief in addition to any other legal or equitable remedies it may have upon a breach of this Section 15.

16. Interest. Except as otherwise expressly provided in writing, any and all funds held by Snap-on for the benefit of Franchisee will bear no interest. While Snap-on currently does not charge interest, Snap-on reserves the right to charge interest on amounts Franchisee fails to pay when due from the due date until paid at a rate of interest up to the maximum rate permitted in the State in which Franchisee resides.

17. Insurance. Franchisee will be responsible for all loss or damage originating in, or incurred in connection with, the operation of the franchise and for all claims or demands for damages to property or for injury, illness, or death of persons directly or indirectly resulting there from. Franchisee will at all times carry the driver's license required by applicable state law and the insurance which may be required by the terms of any lease or financing agreement on the van. Franchisee will carry the following insurance:

A. Commercial business auto liability insurance with limits of \$1,000,000 combined single limit for bodily injury and property damage; and physical damage coverage which includes collision, specified perils of fire, lightning, explosion, theft, wind storm, hail or comprehensive coverage in lieu of specified perils;

B. Commercial liability insurance under a comprehensive general liability form that includes coverage for bodily injury and property damage on an occurrence basis with coverage that includes product/completed operations with policy limits not less than \$1,000,000; and

C. All risks property coverage for full replacement value of Franchisee's inventory being offered for sale.

Insurance coverages should reflect that Snap-on Incorporated and its subsidiaries are additional insureds under both commercial general liability and commercial business automobile liability coverage and that Snap-on Incorporated and its subsidiaries are loss payees, as their interests may appear, under the all risks property coverage.

Upon Snap-on's request from time to time, Franchisee will submit evidence in writing of having obtained such coverage from an insurance carrier acceptable to Snap-on.

Snap-on may reasonably increase the minimum coverage required under subsections A. and B. above and require different or additional kinds of insurance to reflect inflation, changes in standards of liability, higher damage awards or other relevant changes in circumstances. All such changes will be set forth in the Operations Manual at least 30 days prior to Franchisee being required to comply. Snap-on will be furnished with certificates of insurance and/or copies of the insurance policies, if it requests.

All policies of insurance required to be maintained by Franchisee must be renewed at least thirty (30) days prior to the respective expiration dates of existing policies of insurance. All such policies will contain endorsements requiring the insurer to give Snap-on at least ten (10) days' prior written notice before terminating, canceling or making changes in any policy. In the event any of Franchisee's policies of insurance required by subsections B. and C. is canceled or not renewed, Snap-on has the right, but not the obligation, to obtain the coverage for Franchisee and

invoice Franchisee for the cost of the coverage, which invoice Franchisee shall pay within five (5) business days.

18. Transfers.

A. Transfer by Snap-on. Snap-on has the right to transfer or assign all or any part of its rights and/or obligations under this Agreement to any person or legal entity.

B. Transfer by Franchisee. Franchisee or the owners of the franchise business will not, directly or indirectly, sell, assign, transfer, convey, give away, pledge, mortgage or otherwise encumber any interest in this Agreement or the assets of the franchise business (other than an interest in the van, inventory, or accounts receivable as security for borrowing to finance the operation of the franchise or to Snap-on Credit or its assigns in the ordinary course of Franchisee's business) without the prior written consent of Snap-on. Any purported assignment or transfer, by operation of law or otherwise, not having the written consent of Snap-on is considered null and void.

Snap-on will not unreasonably withhold its consent to a transfer of all of the assets of the franchise business or the entire interest in Franchisee provided the following conditions are met:

(1) Franchisee and each of the owners have first offered to sell all of the assets of the franchise business or the entire interest in Franchisee to Snap-on, pursuant to Section 18.E. of this Agreement, and Snap-on has declined to exercise its right of first refusal.

(2) The terms of the sale, including the price, do not, in Snap-on's reasonable business judgment, jeopardize the ability of the transferee to maintain, operate and promote the franchise and meet the financial obligations to Snap-on, third party suppliers and creditors. This provision will not create any liability on the part of Snap-on to the transferee in the event that Snap-on approves the transfer and the transferee experiences financial difficulties.

(3) All of Franchisee's monetary obligations to Snap-on (and Snap-on's subsidiaries and affiliates) and all other outstanding obligations related to the franchise (including, but not limited to, bills from suppliers, taxes, judgments and any required governmental reports, returns, affidavits or bonds) have been satisfied. Snap-on reserves the right to require that a reasonable sum of money be placed in escrow to ensure that all such obligations will be satisfied. Franchisee shall also be in compliance with all provisions of this Agreement, any amendment to this Agreement or successor agreement, or any other agreement between Franchisee and Snap-on or its subsidiaries and affiliates.

(4) Franchisee, and each of its owners, will execute a general release, in a form satisfactory to Snap-on, of any and all claims against Snap-on and its subsidiaries and affiliates and their respective past and present officers, directors, shareholders, agents and employees, in their corporate and individual capacities, including, without limitation, claims arising under federal, state and local laws, rules and ordinances, and claims arising out of, or relating to, this Agreement, any other agreements between Snap-on, Snap-on Credit, their subsidiaries and affiliates and Franchisee and Franchisee's operation of the franchise, but excluding any claims the release of which is prohibited by applicable law.

(5) Franchisee and its owners will execute all agreements necessary, in Snap-on's reasonable business judgment, to accomplish the transfer and assumption of obligations under this Agreement. Franchisee will provide Snap-on with whatever information and/or documentation regarding the transfer that Snap-on requests and will comply with Snap-on's other reasonable requirements related to the transfer.

(6) Transferee will:

a. Demonstrate to Snap-on's satisfaction that it meets Snap-on's managerial, operational and business standards for a new franchisee; has the aptitude and ability to operate the franchise (as may be demonstrated by prior related business experience or otherwise); and has adequate financial resources and capital to operate the franchise; and

b. Execute Snap-on's then-current form of Franchise Agreement and other ancillary agreements (all of which may differ from this Agreement and the ancillary agreements signed by Franchisee) as Snap-on may require; and

c. Complete the Snap-on Store Management Training required for all new franchisees and store managers; and

d. Pay Snap-on a transfer fee, in effect at the time of the transfer, to reimburse Snap-on for its legal, training, and other expenses in connection with the transfer of the franchise; and

e. Execute all agreements necessary in Snap-on's reasonable business judgment to accomplish the transfer and assumption of obligations under this Agreement. Transferee will provide Snap-on with whatever information and/or documentation regarding the transfer that Snap-on requests and will comply with Snap-on's other reasonable requirements related to the transfer.

Snap-on's consent to a transfer will not constitute a waiver of any claims it may have against Franchisee or its owners, nor will it be deemed a waiver of Snap-on's right to demand exact compliance with any of the terms of this Agreement by transferee, nor will it be deemed a waiver of Snap-on's continuing right to give or withhold consent to any future transfers.

Franchisee will provide transferee with information regarding the franchise being transferred and the customers to be served, as well as take all other steps that may be reasonably required to effect an orderly transition of the franchise.

C. Transfer to Another Corporation, Limited Liability Company, Etc. In the event Franchisee desires to transfer this Agreement to another corporation, limited liability company or other approved entity under common ownership with Franchisee, Franchisee must obtain Snap-on's prior written consent, which Snap-on will not unreasonably withhold. Approval may be conditioned on the following requirements:

(1) The principal owner of Franchisee will own a controlling interest in the transferee and may transfer any stock or interest to a third party only in accordance with Section 18.B.; and

(2) The Franchisee and the transferee will execute an assignment document in a form acceptable to Snap-on, which will contain personal guarantees by the principal owner of Franchisee of the obligations contained in this Agreement and all other agreements with Snap-on (including subsidiaries and affiliates);

(3) Copies of the following documents are delivered to Snap-on at least ten (10) days prior to the assignment: (a) the transferee's Articles of Incorporation, by-laws, Articles of Formation, Membership Agreement or other governing documents that Snap-on may request; (b) a copy of the resolution of the transferee's Board of Directors, Board of Members or other governing board authorizing the assumption of this Agreement, which shall be certified as correct by the Secretary of a corporation or a Member of a limited liability company or other appropriate party for another legal entity; (c) such other documents that Snap-on may reasonably request; and

(4) The transferee grants Snap-on a security interest to secure its obligations to Snap-on covering the same collateral and with the same priority as the security interest granted Snap-on by the Franchisee and will execute any documents deemed appropriate by Snap-on to perfect such a security interest.

Franchisee agrees that the activities of Franchisee, including any transferee under this subsection C., will be limited to the operation of the Snap-on franchise business.

D. Death or Disability of Principal Owner of Franchisee. If this Agreement is in force and effect at the time of the death or permanent incapacity of the principal owner of Franchisee, the successor in interest, surviving spouse, heirs or estate of the principal owner of Franchisee (collectively, "heir") will have the right to continue operating the franchise for a reasonable period of time, which will not exceed 90 days, following such death or permanent incapacity, during which time the heir either shall make application to Snap-on to become the principal owner of Franchisee, or transfer the heir's entire interest in Franchisee or the assets of the franchise business to a third party.

(1) In the event the heir seeks to become the principal owner of Franchisee, Snap-on will not unreasonably withhold its consent to approval of the heir, provided that the following conditions are met. The heir will:

a. Demonstrate to Snap-on's satisfaction that the heir meets Snap-on's managerial, operational and business standards for a new franchise owner; has the aptitude and ability to operate the franchise (as may be demonstrated by prior related business experience or otherwise); and has adequate financial resources and capital to operate the franchise; and

b. Execute Snap-on's then-current form of Franchise Agreement and other ancillary agreements (all of which may differ from this Agreement and the ancillary agreements signed by the original Franchisee), if requested by Snap-on; and

c. Complete Snap-on's Store Management Training required for all new principal owners and store managers; and

d. Execute all agreements necessary in Snap-on's reasonable business judgment to accomplish the transfer and assumption under this Agreement. The heir will also provide Snap-on with whatever information and/or documentation regarding the transfer that Snap-on reasonably requests.

(2) In the event the heir seeks to transfer the heir's interest in Franchisee or the assets of the franchise business to a third party, the heir may only transfer all of the interest in accordance with the requirements of Section 18.B.

E. Snap-on's Right of First Refusal. If Franchisee and all owners desire to sell, transfer or assign all stock or membership interest in Franchisee or all of the assets of the franchise business and enters into a bona fide agreement with a third-party buyer, Franchisee will deliver a true and complete copy of the same to Snap-on. Snap-on will have the right to purchase such interest by paying Franchisee and owners, if applicable, an amount equal to the current value of the purchase price agreed to between Franchisee and owners, if applicable, and the third-party buyer. Snap-on will have thirty (30) days in which to notify Franchisee that it will exercise its right of first refusal and sixty (60) days to approve Franchisee's sale. This time period begins upon Franchisee's delivery of all information and documentation requested by Snap-on from Franchisee necessary to evaluate the offer and the sale of all interest in Franchisee or assets of the franchise business, including an enforceable contract to purchase all interest in Franchisee

or the assets of the franchise business. If Snap-on accepts any such offer, it will be entitled to offset against the purchase price paid any monies owed by Franchisee to Snap-on, Snap-on Credit or their subsidiaries and affiliates.

If Snap-on does not advise Franchisee of its acceptance or rejection of the offer within the specified thirty (30) day period then Snap-on is presumed to have declined to exercise this right of first refusal. If Snap-on fails to advise Franchisee of its approval or disapproval of the sale of Franchisee or the assets of the franchise business within the specified sixty (60) day period then, provided Franchisee and buyer comply with all contractual requirements and conditions required for a transfer, Franchisee and owners may sell, transfer or assign all of their interest in Franchisee or the assets of the franchise business, but not at a lower price, nor on more favorable terms, than those presented to Snap-on. Franchisee's failure to close any approved sale within 120 days following Franchisee's receipt of a statement acknowledging Snap-on's receipt of an enforceable contract to purchase, as well as any information and documentation requested by Snap-on from Franchisee necessary to evaluate the offer will immediately revive Snap-on's right of first refusal.

19. Termination by Franchisee. Franchisee may terminate this Agreement by written notice to Snap-on if Snap-on fails to cure any default of Snap-on's obligations under this Agreement within thirty (30) days after Franchisee provides Snap-on with written notice of default.

20. Termination by Snap-on.

A. Automatic Termination without Notice. Snap-on may, at its option, without prejudice to any and all other rights and remedies it may have under this Agreement or under applicable law, terminate this Agreement without notice to Franchisee:

(1) If Franchisee is adjudicated a bankrupt or becomes insolvent, or has a trustee or receiver appointed by a court of competent jurisdiction for all or any part of Franchisee's property; or

(2) If a proceeding is filed under any bankruptcy laws or other similar laws and such proceeding is not dismissed within ninety (90) days after filing; or

(3) If Franchisee makes a general assignment for the benefit of creditors.

B. Termination upon Notice. Franchisee will be in default under this Agreement and Snap-on may, at its option, without prejudice to any and all other rights and remedies it may have under this Agreement or under applicable law, terminate this Agreement effective upon Franchisee's receipt of written notice of termination, in the following instances:

(1) If Franchisee fails to satisfy any material judgment against Franchisee within thirty (30) days after the judgment is entered and becomes final; or

(2) If Franchisee makes a material misrepresentation in connection with the approval of Franchisee as a franchisee, or engages in conduct involving dishonesty in dealing with Snap-on or Snap-on Credit; or

(3) If Franchisee abandons the franchise business; or

(4) If Franchisee or its principal owner is convicted of, or plead nolo contendere to, a felony charge as defined in applicable law; a crime involving moral turpitude; or any other crime or offense, including any misdemeanor, that is reasonably likely to adversely affect the goodwill associated with the Snap-on brand or any of the Trademarks; or

(5) If, in Snap-on's reasonable determination the continued operation of the franchise by the Franchisee will result in a threat or danger to public health or safety; or

(6) If Franchisee:

a. sells **Products** to a customer located at a stop on another franchisee's list of calls, unless Franchisee agrees, within ten (10) days after request by Snap-on, to credit such sale(s) to the other franchisee or to Snap-on; or

b. after notice from Snap-on to cease such activity, sells or offers for sale by any means any **Products** to any customer not located at a stop on Franchisee's List of Calls, whether or not such sales are subsequently credited to another franchisee or Snap-on and whether or not such customers are located at a stop on any other franchisee's list of calls.

(7) If Franchisee receives a written notice of immediate termination under any other written agreement with Snap-on or Snap-on Credit (or any of their subsidiaries or affiliates) or remains in default beyond the applicable cure period under any other written agreement with Snap-on or Snap-on Credit (or any of their subsidiaries or affiliates); or

(8) If Franchisee discloses or uses the contents of the Snap-on Program or other trade secrets or confidential or proprietary information provided to Franchisee by Snap-on, contrary to the provisions of Section 15; or

(9) If Franchisee has received two (2) or more notices of default within the previous twelve (12) months, Snap-on will be entitled to send Franchisee a notice of termination upon the next default of Franchisee during such twelve (12) month period under this Section 20.B. without providing Franchisee an opportunity to correct the default; or

(10) If any purported assignment or transfer of any interest in this Agreement, Franchisee or the assets of the franchise business (other than an interest in the van, inventory, or accounts receivable as security for borrowing to finance the operation of the franchise or to Snap-on Credit or its assigns in the ordinary course of Franchisee's business) occurs, by operation of law or otherwise, without the prior written consent of Snap-on, as required in Section 18.B.

C. Termination upon Expiration of Cure Period.

(1) Except for those items listed in preceding Sections 20.A.-B., Franchisee will have thirty (30) days after written notice of default from Snap-on within which to remedy any default under this Agreement and if such default is not cured within that time, this Agreement will terminate without further notice to Franchisee effective immediately upon expiration of that time, unless Snap-on notifies Franchisee otherwise in writing.

(2) Notwithstanding the provisions of preceding Section 20.C.(1), if Franchisee defaults in the payment of any monies owed to Snap-on (or any subsidiary or affiliate of Snap-on) when such monies become due and payable, whether pursuant to this Agreement or otherwise, and Franchisee fails to pay such monies within ten (10) days after written notice of default from Snap-on, then, unless Snap-on notifies Franchisee otherwise in writing, this Agreement will terminate without prejudice to any and all other rights and remedies Snap-on may have under this Agreement or under applicable law.

D. Non-waiver. Termination of this Agreement will not prejudice any and all other rights and remedies Franchisee or Snap-on may have under this Agreement or any other agreement between Franchisee and Snap-on or any subsidiary or affiliate of Snap-on under applicable law.

E. Statutory Limitations. Notwithstanding the provisions of preceding Sections 20.A.-D., in the event any valid, applicable law or regulation of a competent governmental authority having jurisdiction over the franchise granted by this Agreement requires a notice or cure period prior to termination longer than set forth in preceding Sections 20.A.-C., this Agreement is amended to conform to the minimum notice or cure period required by such applicable law or regulation.

21. Effect of Expiration or Termination. Upon the expiration or termination of this Agreement for any reason, Franchisee will cease to be an authorized Snap-on franchisee and the parties will do the following:

A. Franchisee will promptly pay Snap-on all sums due and owing to Snap-on or any subsidiary or affiliate of Snap-on; and

B. Franchisee will continue to abide by the restrictions contained in Section 15 and will not, directly or indirectly, take any action which violates those restrictions; and

C. Franchisee will promptly return to Snap-on all print copies of Operations Manuals, will delete all electronic copies of Operations Manuals and any other manuals furnished to Franchisee, together with all other materials containing trade secrets, operating instructions or business practices of the Snap-on Program; and

D. Franchisee will immediately discontinue all use of the Trademarks and of any and all signs, paper goods or objects bearing the Trademarks, or any reference whatsoever thereto; remove the Trademarks from materials, motor vehicles and other equipment owned or used by Franchisee in the conduct of the franchise (except **Products**); cancel all advertising that contains the Trademarks (including telephone directory listings); and take such action as may be necessary to cancel any filings or registrations that contain any Trademark; and

E. Franchisee will execute any and all documents reasonably requested by Snap-on that are necessary to effectuate termination of Franchisee's license and interest in and to the use of the Trademarks and the Snap-on Program; and

F. Franchisee will cease to: (i) operate or do business under any name or in any manner that might tend to give the impression that this Agreement is still in force or that Franchisee is connected in any way with Snap-on, or has any right to use the Snap-on Program or the Trademarks; and (ii) make use of, or avail itself of, any of the trade secrets of, or information received from, Snap-on or disclose or reveal any such information or any portion thereof to anyone not employed by Snap-on or its franchisees; and

G. If Franchisee and Snap-on agree in writing to settle all accounts and resolve any outstanding issues between them (which agreement will include a mutual general release, including a general release from all owners of Franchisee, of all claims the release of which is not prohibited by applicable law), Snap-on shall repurchase from Franchisee all **Products** purchased by Franchisee from Snap-on (except for **Products** no longer manufactured and/or distributed by Snap-on and **Products** specially made or ordered for Franchisee or Franchisee's customers) that are in new, unused and saleable condition (as determined by Snap-on in its reasonable business judgment) and delivered to Snap-on within fifteen (15) days after termination of this Agreement. The purchase price for all **Products** in new, unused and saleable condition shall be the current price Snap-on charges its franchisees for such **Products**. Snap-on shall have the option, but not the obligation, to repurchase, at a price separately negotiated with Franchisee, **Products** that are not in new, unused and saleable condition, that are no longer manufactured and/or distributed by Snap-on or that were specially made or ordered for Franchisee or specified customers. Snap-on will be entitled to offset against the monies payable to Franchisee for repurchase of any **Products**

all monies owed to Snap-on (or any subsidiaries or affiliates of Snap-on) by Franchisee, including for up to sixty (60) days: (i) any unpaid Open Account amounts; and (ii) Franchisee's obligations under Extended Credit Contracts assigned to Snap-on (or any subsidiaries or affiliates of Snap-on) by Franchisee as provided in the Franchisee Servicing Agreement between Franchisee and Snap-on Credit (Snap-on may offset amounts due Snap-on Credit and remit same to Snap-on Credit); and

H. Franchisee may offer to sell some or all of Franchisee's Revolving Accounts ("RAs") to Snap-on or its designee. Snap-on or its designee will have the option, but not the obligation, to purchase some or all of the RAs offered by Franchisee. The purchase price for the RAs will be equal to seventy-five percent (75%) of the balance due of each RA being sold unless otherwise agreed to by the parties. Snap-on will be entitled to offset against payments for RA purchases all monies owed to Snap-on (or any subsidiaries or affiliates of Snap-on) by Franchisee, including for up to sixty (60) days: (i) any unpaid Open Account amounts; and (ii) Franchisee's obligations under Extended Credit Contracts assigned to Snap-on (or any subsidiaries or affiliates of Snap-on) by Franchisee, as provided in the Franchisee Servicing Agreement between the Franchisee and Snap-on Credit (Snap-on may offset amounts due Snap-on Credit and remit same to Snap-on Credit); and

I. Unless a termination agreement (agreed to between the parties according to Section 21.G.) provides otherwise, Franchisee and Snap-on agree that termination of this Agreement under any circumstances will not impair, release, or extinguish any debt, obligation, or liability of Franchisee to Snap-on that may have accrued during the term of this Agreement, including any debt, obligation, or liability that was the cause of termination or arose out of such cause and that the security interest granted to Snap-on by Franchisee under this Agreement will continue in full force and effect until all such debts, obligations and liabilities of Franchisee to Snap-on have been fully discharged by Franchisee. All promises and agreements of Franchisee that are to be performed after the termination of this Agreement shall survive termination; and

J. Franchisee will comply with all of Franchisee's obligations under the Franchisee Servicing Agreement and all other agreements with Snap-on Credit.

22. Covenant Not to Compete.

A. During the term of this Agreement, Franchisee and all owners of Franchisee will not individually, or in conjunction with any other person or in any manner or capacity, directly or indirectly, carry on or be engaged in, concerned with or interested in, financially or otherwise, or advise in the establishment or operation of, any business involved in the sale of (a) tools, equipment, merchandise or services to automobile dealerships, independent repair shops, marinas or body shops, or (b) any other products or merchandise that would compete with the **Products**. Notwithstanding the above, Franchisee and the owners of Franchisee will not be prohibited from owning shares of a class of securities listed on a stock exchange or traded on the over-the-counter market that represent less than three percent (3%) of the number of shares of that class of securities issued and outstanding.

B. For a period of twelve (12) months following termination or expiration of this Agreement, Franchisee and the owners of Franchisee will not directly or indirectly solicit or sell any mechanic's tools, automotive service equipment, or related products that would compete with Snap-on **Products** to any customer at any stop listed on Franchisee's List of Calls that was in effect at the time of such termination or expiration.

23. Approvals and Waivers. No waiver by any party of any provision of this Agreement will be deemed a waiver of any other provision of this Agreement or of any subsequent breach by any other party of the same or another provision. Any party's consent to, or approval of, any act will not be deemed to render unnecessary the obtaining of the other party's consent to or approval of

any subsequent act. Snap-on and Franchisee will not be deemed to have waived or impaired any right, power or option reserved by this Agreement by virtue of: any custom or practice of the parties at variance with the terms hereof; any failure, refusal or neglect of Snap-on or Franchisee to exercise any right under this Agreement or to insist upon exact compliance by the other with its obligations hereunder, including, without limitation, any mandatory specification, standard or operating procedure; any waiver, forbearance, delay, failure or omission by Snap-on to exercise any right, power or option, whether of the same, similar or different nature, with respect to any other Snap-on franchisee; or Snap-on's acceptance of any payments from Franchisee after any breach by Franchisee of this Agreement.

Snap-on and Franchisee may by written instrument unilaterally waive or reduce any obligation of or restriction upon the other under this Agreement, effective upon delivery of written notice thereof to the other or such other effective date stated in the notice of waiver.

24. Indemnification.

A. Franchisee will, at all times, indemnify, defend (with counsel selected by Snap-on), and hold harmless (to the fullest extent permitted by law) Snap-on, its affiliates, successors and assigns and their respective past and present directors, officers, employees, agents and representatives (collectively "Indemnitees") from and against all "losses and expenses" (as defined below) incurred in connection with any action, suit, proceeding, claim, demand, investigation or inquiry (formal or informal) by or against Indemnitees or any settlement thereof (whether or not a formal proceeding or action had been instituted), arising out of or resulting from or connected with operation of the franchise, including, but not limited to compliance with all laws, rules and regulations regarding Franchisee's employees and any claims raised by Franchisee's employees, but not including (i) claims for bodily injury or property damage caused solely by a manufacturing or design defect in a **Product** that could not have been discovered by Franchisee prior to sale or (ii) claims for breach of warranty relating to **Products** purchased from Snap-on that are not, in whole or in part, the result of Franchisee's sales, service or repair practices or conduct. Franchisee promptly will give Snap-on notice of any such action, suit, proceeding, claim, demand, inquiry or investigation filed or instituted against Franchisee and, upon request, will furnish Snap-on with copies of any documents from such matters as Snap-on reasonably may request.

B. As used in this Section, the phrase "losses and expenses" shall include, but not be limited to, all losses; compensatory, exemplary and punitive damages; fines; charges; costs; expenses; attorneys' fees; court costs; settlement amounts; judgments; compensation for damages to Snap-on's reputation and goodwill; costs of, or resulting from, delays; financing; costs of advertising material and media time/space and the costs of changing, substituting or replacing the same; and any and all expenses of recall, refunds, compensation, public notices and other such amounts incurred in connection with the matters described.

25. Dispute Resolution.

A. Mediation. Except as otherwise provided in Section 25.C., the parties agree to attempt to resolve any controversy or disputes arising out of or relating to this Agreement, the franchise business or Franchisee's relationship with Snap-on, or the termination or nonrenewal of this Agreement, including but not limited to, any claim by Franchisee, or any person in privity with or claiming through, on behalf of or in the right of Franchisee, by non-binding mediation prior to any matter being submitted to arbitration. This provision applies only to controversies and disputes that are specific to Franchisee, or any person in privity with or claiming through, on behalf of or in the right of Franchisee and not to issues that affect Snap-on franchisees generally. Any such mediation will be held within 30 days after a demand for mediation is made by either party by notice to the other party. The mediation will be conducted in the state in which Franchisee resides. The mediator will be mutually agreed upon by the Franchisee and Snap-on, and Snap-on will pay the costs of the mediator and for the location at which the mediation takes place.

The parties acknowledge that mediation proceedings are settlement negotiations and that to the extent allowed or required by applicable law, all offers, promises, conduct and statements, whether oral or written, made in the course of the mediation will be confidential and inadmissible in any arbitration, litigation or other legal proceeding involving the parties, provided however, that evidence which is otherwise admissible or discoverable will not be rendered inadmissible or non-discoverable as a result of its use in mediation.

B. Arbitration. Except as otherwise provided in Section 25.C., any controversy or dispute arising out of or relating to this Agreement, the franchise business or Franchisee's relationship with Snap-on, including but not limited to, any claim by Franchisee, or any person in privity with or claiming through, on behalf of or in the right of Franchisee, concerning the entry into, performance under, nonrenewal of, or termination of, this Agreement; any claim against a past or present employee, officer, director, agent or affiliate of Snap-on; any claim of breach of this Agreement; and any claims arising under or relating to state or federal laws, including the common law (for example, tort or contract claims), or any statutes, rules, or regulations, will be submitted to final and binding arbitration as the sole and exclusive means for final and binding resolution of any such controversy or dispute. Persons in privity with or claiming through, on behalf of or in the right of Franchisee include, but are not limited to, spouses and other family members, heirs, executors, representatives, shareholders, members, successors and assigns. In no event will persons in privity include other Snap-on franchisees who have signed separate franchise agreements with Snap-on.

A party's failure or refusal to resolve the controversy or dispute through mediation under Section 25.A. will not otherwise affect either party's obligation to arbitrate the dispute or controversy under this Section 25.B. A demand for arbitration must be made in writing within the applicable statute of limitation period; otherwise, the right to any remedy will be forever barred, as provided by applicable law and determined by the arbitrator.

Notwithstanding any other provision of this Agreement, arbitration under this Section 25 will be governed exclusively by the Federal Arbitration Act as amended (9 U.S.C. §§ 1 et seq.), and arbitration will take place according to the Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules") in effect as of the date the demand for arbitration is filed. The AAA Rules may be found on the American Arbitration Association's web site at www.adr.org or by searching for those rules using a service such as www.google.com. The arbitration will be held at the office of the American Arbitration Association nearest the Snap-on Regional Sales Office to which Franchisee was assigned most recently prior to the demand for arbitration; provided, however, if such office is outside the state in which the Franchisee resides, Franchisee may cause the arbitration to be held within Franchisee's state of residence at a place mutually convenient to the parties and the arbitrator.

The arbitration will proceed before a single arbitrator. The arbitrator will be chosen in accordance with the AAA Rules. If the amount claimed by the party filing for arbitration both in the original demand for arbitration and in any amendment is less than Seventy-five Thousand Dollars (\$75,000.00), Snap-on will pay the fees and expenses of the arbitrator and filing fees and costs charged by the American Arbitration Association up to a maximum of Seven Thousand Five Hundred Dollars (\$7,500.00). Any amount in excess of Seven Thousand Five Hundred Dollars (\$7,500.00) will be split equally by the parties. If the amount of the claim filed either in the original demand for arbitration or by amendment is for Seventy-five Thousand Dollars (\$75,000.00) or more, the parties agree to split equally the fees and expenses of the arbitrator and the filing fees and costs charged by the American Arbitration Association. If Franchisee demonstrates that it is unable to pay its portion of these fees, expenses or costs, then the fees, expenses or costs will be reapportioned by the arbitrator in accordance with applicable law.

Unless otherwise agreed by the parties or ordered by the arbitrator, following a party's motion for additional discovery, pre-hearing discovery in any arbitration is limited to the following: (1) production of all documents that will be introduced at the hearing; (2) production of written or recorded statements that a party intends to introduce at the hearing; (3) production of all documents relied upon by experts who will testify at the hearing; (4) production by Franchisee of tax returns filed by Franchisee (including tax returns for a significant owner of Franchisee) for the last three (3) tax years; (5) production by Snap-on of Franchisee's statements of account balance with Snap-on for three (3) years prior to the filing of the arbitration; and (6) not more than two depositions per side.

Each party further agrees that, unless such a limitation is prohibited by applicable law, as determined by the arbitrator, a party will not be liable for punitive or exemplary damages and the arbitrator will have no authority to award the same. The award or decision by the arbitrator will be final and binding on the parties and may be enforced by judgment or order of a court of competent jurisdiction. The parties consent to the exercise of personal jurisdiction in the state where the arbitration took place. The parties consent to the exercise of personal jurisdiction over them by such courts for the purpose of carrying out this provision; and they waive any objections that they would otherwise have to the same.

The parties agree to arbitrate only controversies and disputes that are specific to Franchisee, or any person in privity with or claiming through, on behalf of or in the right of, Franchisee, and therefore Franchisee and Snap-on agree that (i) arbitration under this Section 25 will be brought on an individual basis only and may not be brought as a class or consolidated action or by way of joinder of separate parties unless all parties otherwise agree in writing, and absent such written agreement (ii) there will be no right or authority for any controversy or dispute to be brought, heard or arbitrated as a class or consolidated action or by way of joinder of separate parties ("Class/Consolidated Action Waiver"). Notwithstanding any other provision of this Agreement or the AAA Rules, disputes regarding the validity, enforceability or breach of the Class/Consolidated Action Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. No finding or stipulation of fact or law in any other arbitration shall be given preclusive or collateral estoppel effect in any arbitration hereunder. In no event shall the arbitrator have the right, power, jurisdiction or contractual authority to award any damages or relief in excess of or in addition to those damages suffered specifically by the parties to the arbitration or as otherwise provided by applicable law or this Agreement.

In any case in which (1) the dispute is filed as a class or consolidated action or by way of joinder of separate parties and (2) there is a final judicial determination that all or part of the Class/Consolidated Action Waiver is invalid or unenforceable, the class, consolidated action or joinder of separate parties to that extent must be litigated in a civil court of competent jurisdiction, but the portion of the Class/Consolidated Action Waiver that is enforceable will be enforced in arbitration.

In addition, in the event any other provision in this Section 25 is determined to be invalid or unenforceable as a matter of law, then it is the intention of the parties to this Agreement that such provision be deemed inoperative and stricken from this Agreement, and that the remainder of this Section 25, to the extent not legally invalid or unenforceable under applicable law, be enforced as written as if the invalid or unenforceable provision or provisions had not been included in this Section 25.

C. Provisional Remedies. Each party shall have the right to seek from an appropriate court provisional remedies including, but not limited to, temporary restraining orders, preliminary injunctions or replevin orders before, during or after arbitration. Neither party need await the outcome of the arbitration or selection of an arbitrator before seeking provisional remedies. Seeking any such remedies will not be deemed to be a waiver of either party's right to compel arbitration. Any such action will be brought by Snap-on or Franchisee in the county (or similar

political unit) or federal judicial district where Franchisee resides, or where any property that may be the subject of the action is located. The parties consent to the exercise of personal jurisdiction over them by courts located there and to the propriety of venue in such courts for the purpose of carrying out this provision; they waive any objections that they would otherwise have to the same; and they waive the right to have any such action decided by a jury.

26. Entire Agreement. Snap-on and Franchisee each acknowledge and warrant to each other that they wish to have all terms of this business relationship defined in this written Agreement. Neither Snap-on nor Franchisee wishes to enter into a business relationship with the other in which any terms or obligations are the subject of alleged oral statements or in which oral statements serve as the basis for creating rights or obligations different than or supplementary to the rights and obligations set forth herein. Accordingly, Snap-on and Franchisee agree that this Agreement, together with any Addendum or other documents or agreements executed by the parties contemporaneously hereto, supersede and cancel any prior and/or contemporaneous discussions (whether described as representations, inducements, promises, agreements or any other term) between Snap-on or anyone acting on its behalf and Franchisee or anyone acting on its behalf, which might be taken to constitute agreements, representations, inducements, promises or understandings (or any equivalent to such terms) with respect to the relationship between the parties, and Snap-on and Franchisee each agree that they have placed, and will place, no reliance on any such discussion. This Agreement, together with any Addendum or other documents or agreements executed by the parties in connection with the franchise, constitutes the entire agreement between the parties and contains all of the terms, conditions, rights and obligations of the parties with respect to any aspect of the relationship between the parties. No further franchise rights or offer of franchise rights have been promised to Franchisee and no such franchise rights or offer of franchise rights will come into existence, except by means of a separate writing, executed by a duly authorized person on behalf of Snap-on or such other entity granting the franchise rights and specifically identified as a modification of this Agreement. Nothing in this Agreement or any related agreement is intended to disclaim the representations made by Snap-on in the Franchise Disclosure Document provided to Franchisee. No change, modification, amendment or waiver of any of the provisions hereof will be effective and binding upon either party unless it is in writing, specifically identified as an amendment hereto and signed by the party to be charged.

27. Governing Law. Except to the extent that the Federal Arbitration Act will apply in accordance with Section 25 above, this Agreement will be governed by, and construed in accordance with, the laws of the state in which the List of Calls is located or if the List of Calls is located in more than one state, the state in which the majority of the stops on the List of Calls is located at the time this Agreement is executed.

28. Effect of State Laws; Severability. In addition to severability as provided in Section 25, each article, paragraph, subparagraph, term, and condition of this Agreement, and any portions thereof, will be considered severable. If, for any reason, any portion of this Agreement is determined to be invalid, contrary to, or in conflict with, any applicable present or future law, rule, or regulation in a final, unappealable ruling issued by any court, agency, or tribunal with valid jurisdiction in a proceeding to which Snap-on is a party, that ruling will not impair the operation of, or have any other effect upon, any other portions of this Agreement; all of which will remain binding on the parties and continue to be given full force and effect. Any invalid portion will be deemed not to be a part of this Agreement as of the date upon which the ruling becomes final, if Franchisee is a party to such proceedings, or upon Franchisee's receipt of notice of nonenforcement from Snap-on.

29. Notices. All notices, requests, consents, or approvals required or permitted to be given hereunder will be in writing and will be deemed to be properly delivered immediately, if personally delivered, on the date of receipt if overnight delivery service is used or five (5) business days after

having been sent by United States Postal Service registered or certified mail, postage prepaid, return receipt requested: (a) if to Franchisee, addressed to Franchisee at the address first above written or at such other address as Franchisee may have designated from time to time by written notice to Snap-on; and (b) if to Snap-on, addressed to Snap-on at 2801 80th Street, Kenosha, Wisconsin, 53143 (marked Attention: Legal Department), or to such other address as Snap-on may have designated from time to time by written notice to Franchisee.

30. Application of Payments from Franchisee. Notwithstanding any designation by Franchisee, Snap-on will have the sole discretion to apply any payments made by Franchisee to Snap-on (including payments designated by Franchisee for any savings, retirement, stock purchase or similar type of accounts) to any indebtedness owed by Franchisee to Snap-on or any of Snap-on's affiliates.

31. Business Judgment. The parties hereto recognize, and for the purposes of applying and interpreting the agreement of the parties, any mediator, arbitrator or judge is affirmatively advised, that certain provisions of this Agreement describe the right of Snap-on to take (or refrain from taking) certain actions in the exercise of its business judgment based on its assessment of the overall best interests of the Snap-on Program. Where such discretion has been exercised, and is shown to be supported by the business judgment of Snap-on, it is agreed that neither a mediator nor an arbitrator nor a judge will substitute his or her judgment as to the overall best interests of the Snap-on Program for the business judgment which was exercised by Snap-on.

32. Representations by Franchisee. FRANCHISEE REPRESENTS, ACKNOWLEDGES AND WARRANTS TO SNAP-ON THAT:

A. THIS AGREEMENT INVOLVES SIGNIFICANT LEGAL AND BUSINESS RIGHTS AND RISKS. FRANCHISEE HAS READ THIS AGREEMENT IN ITS ENTIRETY, HAS BEEN THOROUGHLY ADVISED WITH REGARD TO THE TERMS AND CONDITIONS OF THIS AGREEMENT BY COUNSEL OR OTHER ADVISOR(S) OF FRANCHISEE'S OWN CHOOSING, HAS HAD AMPLE OPPORTUNITY TO INVESTIGATE ALL REPRESENTATIONS MADE BY OR ON BEHALF OF SNAP-ON, AND HAS HAD AMPLE OPPORTUNITY TO CONSULT WITH CURRENT AND FORMER SNAP-ON FRANCHISEES; AND

B. FRANCHISEE HAS NOT RECEIVED FROM SNAP-ON ANY REPRESENTATION OF FRANCHISEE'S POTENTIAL SALES, EXPENSES, INCOME, PROFIT OR LOSS, AND HAS NOT RECEIVED FROM EITHER SNAP-ON, OR ANYONE ACTING ON ITS BEHALF, ANY REPRESENTATION OTHER THAN THOSE CONTAINED IN THE FRANCHISE DISCLOSURE DOCUMENT AS INDUCEMENTS TO ENTER THIS AGREEMENT; AND

C. FRANCHISEE UNDERSTANDS THAT SNAP-ON MAKES NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS THAT FRANCHISEE WILL ACHIEVE ANY DEGREE OF SUCCESS IN THE OPERATION OF THE FRANCHISE, AND SUCCESS IN THE OPERATION OF THE FRANCHISE DEPENDS ULTIMATELY ON FRANCHISEE'S EFFORTS AND ABILITIES AND ON OTHER FACTORS, INCLUDING, BUT NOT LIMITED TO, MARKET AND OTHER ECONOMIC CONDITIONS, FRANCHISEE'S FINANCIAL CONDITION, AND COMPETITION; AND

D. ALL INFORMATION PROVIDED SNAP-ON BY FRANCHISEE IN CONNECTION WITH THE APPROVAL OF FRANCHISEE AS A FRANCHISEE IS TRUTHFUL AND ACCURATE; AND

E. FRANCHISEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT SNAP-ON AND ITS AFFILIATES HAVE THE EXCLUSIVE UNRESTRICTED RIGHT TO SELL, OR LICENSE OTHERS TO SELL, MERCHANDISE OTHER THAN PRODUCTS (AS THAT TERM

IS DEFINED IN THIS AGREEMENT) AT THOSE LOCATIONS IDENTIFIED ON THE LIST OF CALLS; AND

F. FRANCHISEE ALSO EXPRESSLY ACKNOWLEDGES AND AGREES THAT SNAP-ON AND ITS AFFILIATES SELL, OR MAY IN THE FUTURE SELL, PRODUCTS AND MERCHANDISE BEARING THE TRADEMARKS, OTHER TRADEMARKS OWNED BY SNAP-ON OR ITS AFFILIATES, AND OTHER MARKS AT LOCATIONS IN THE GEOGRAPHIC AREA NEAR THE STOPS DESCRIBED ON FRANCHISEE'S LIST OF CALLS AND ELSEWHERE, AND THAT NOTHING IN THIS AGREEMENT WILL RESTRICT SNAP-ON OR ITS AFFILIATES FROM SO DOING; AND

G. FRANCHISEE HAS THE POWER AND AUTHORITY TO ENTER INTO THIS AGREEMENT WITHOUT THE CONSENT OF ANY OTHER PERSON AND THAT NO OTHER AGREEMENT TO WHICH FRANCHISEE IS A PARTY PROHIBITS OR IN ANY WAY RESTRICTS FRANCHISEE FROM ENTERING INTO THIS AGREEMENT OR FROM COMPLYING WITH EACH AND EVERY TERM AND CONDITION OF THIS AGREEMENT.

H. FRANCHISEE UNDERSTANDS THAT, IN THE EVENT OF AN ARBITRABLE DISPUTE BETWEEN SNAP-ON AND FRANCHISEE, THE DISPUTE, AFTER MEDIATION UNDER SECTION 25.A. WILL BE SUBMITTED TO BINDING ARBITRATION UNDER SECTION 25.B. AND THAT FRANCHISEE AND SNAP-ON HAVE WAIVED ANY RIGHT TO A JURY TRIAL AND A JUDICIAL RESOLUTION OF THE DISPUTE.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date first above written.

FRANCHISEE:

SNAP-ON:
SNAP-ON TOOLS COMPANY LLC

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: Regional Manager

EXHIBIT A

LIST OF CALLS

APPROVED BY: SNAP-ON TOOLS COMPANY LLC

«RegionalManager», Regional Manager

«FullName»

Date Approved

(This List of Calls will remain in effect until
superseded by an approved amendment or a new List of Calls.)

**Addendum to the
Snap-on Tools Company LLC
Franchise Agreement
For Use in California**

This Addendum to the Franchise Agreement (the "Franchise Agreement") dated _____, _____, between SNAP-ON TOOLS COMPANY LLC ("Snap-on") and _____ ("Franchisee") is entered into simultaneously with the execution of the Franchise Agreement.

1. Section 21.G. of the Franchise Agreement, and all references to Section 21.G. are struck.
2. The California Business and Professions Code Sections 20000 through 20043 will control over any conflicting provision in this Agreement.
3. Section 24.B. of the Franchise Agreement is supplemented by adding the following:

There will be no right or authority for any dispute to be brought, heard or arbitrated as a private attorney general representative action on behalf of or regarding others ("PAGA Waiver"). The PAGA Waiver does not apply to any claim you bring in arbitration as a private attorney general solely on your own behalf and not as a representative action on behalf of or regarding others. In any case in which (1) the dispute is filed as a representative PAGA action on behalf of or regarding others and (2) there is a final judicial determination that all or part of the PAGA Waiver is invalid or unenforceable, the part of the PAGA waiver that is unenforceable must be litigated in a civil court of competent jurisdiction, but the portion of the PAGA Waiver that is enforceable will be enforced in arbitration.

4. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum effective as of the date first above written.

FRANCHISEE:

SNAP-ON TOOLS COMPANY LLC

By: _____

By: _____

Title: _____

Title: _____

**Addendum to the
Snap-on Tools Company LLC
Franchise Agreement
For Use in Hawaii**

This Addendum to the Franchise Agreement (the "Franchise Agreement") dated _____, _____, between SNAP-ON TOOLS COMPANY LLC ("Snap-on") and _____ ("Franchisee") is entered into simultaneously with the execution of the Franchise Agreement.

1. Section 18.E is hereby replaced in its entirety with the following:

E. Snap-on's Right of First Refusal. If Franchisee and all owners desire to sell, transfer or assign all stock or membership interest in a Franchisee or all of the assets of the franchise business and enters into a bona fide agreement with a third-party buyer, Franchisee shall deliver a true and complete copy of the same to Snap-on. Snap-on shall have the right to purchase such interest by paying Franchisee and owners, if applicable, an amount equal to the current value of the purchase price agreed to between Franchisee and owners, if applicable, and the third-party buyer. Snap-on may accept an offer at any time within thirty (30) days after receipt. This time period begins upon Franchisee's delivery of all information and documentation requested by Snap-on from Franchisee necessary to evaluate the offer and the sale of a Franchisee or assets of the franchise business, including an enforceable contract to purchase all of a Franchisee or the assets of the franchise business. If Snap-on accepts any such offer, it shall be entitled to offset against the purchase price paid any monies owed by Franchisee to Snap-on, Snap-on Credit or their subsidiaries and affiliates.

If Snap-on does not advise Franchisee of its reason for rejecting such sale, transfer or assignment or does not advise Franchisee of its acceptance of the offer within the specified thirty (30) day period then Franchisee and owners, if applicable, may sell, transfer or assign all of their interest in a Franchisee or the assets of the franchise business, but not at a lower price, nor on more favorable terms, than those presented to Snap-on. Franchisee's failure to close any approved sale within 120 days following Franchisee's receipt of a statement acknowledging Snap-on's receipt of an enforceable contract to purchase, as well as any information and documentation requested by Snap-on from Franchisee necessary to evaluate the offer will immediately revive Snap-on's right of first refusal.

2. Section 21.G. is hereby replaced in its entirety with the following:

G. Snap-on shall repurchase from Franchisee all Products purchased by Franchisee from Snap-on that are delivered to Snap-on within fifteen (15) days after termination of this Agreement. The purchase price for all Products in new, unused and saleable condition (as determined by Snap-on in its reasonable business judgment) shall be the price Snap-on charged Franchisee at the time of purchase for such items. The purchase price for Products that are not in new, unused and saleable condition or that were specially made or ordered for Franchisee or specified customers shall be a price separately negotiated with Franchisee. Snap-on shall be entitled to offset against the monies payable to Franchisee for repurchase of any Products all monies owed to Snap-on (or any subsidiaries or affiliates of Snap-on) by Franchisee, including for up to sixty (60) days: (i) any unpaid Open Account amounts; and (ii) Franchisee's obligations under Extended Credit Contracts assigned to Snap-on (or any subsidiaries or affiliates of Snap-on) by

Franchisee, as provided in the Franchisee Servicing Agreement between Franchisee and Snap-on Credit (Snap-on may offset amounts due Snap-on Credit and remit same to Snap-on Credit).

3. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum effective as of the date first above written.

FRANCHISEE:

SNAP-ON TOOLS COMPANY LLC

By: _____

By: _____

Title: _____

Title: _____

**Addendum to the
Snap-on Tools Company LLC
Franchise Agreement
For Use in Illinois**

This Addendum to the Franchise Agreement (the "Franchise Agreement") dated _____, _____, between SNAP-ON TOOLS COMPANY LLC ("Snap-on") and _____ ("Franchisee") is entered into simultaneously with the execution of the Franchise Agreement.

1. Sections 32.B. and 32.C. are hereby deleted. Pursuant to Illinois Revised Statutes, 1987, Chapter 121½, Section 1741 any condition, stipulation or provision purporting to bind Franchisee to waive compliance with any provision of the Illinois Franchise Disclosure Act is void. Franchisee is not prevented from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any of the provisions of the Illinois Franchise Disclosure Act, nor from arbitrating any claim pursuant to the provisions of Title 9 of the United States Code.

2. Except to the extent the Franchise Agreement is expressly amended by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum effective as of the date first above written.

FRANCHISEE:

SNAP-ON TOOLS COMPANY LLC

By: _____

By: _____

Title: _____

Title: _____

**Addendum to the
Snap-on Tools Company LLC
Franchise Agreement
For Use in Maryland**

This Addendum to the Franchise Agreement (the "Franchise Agreement") dated _____, _____, between SNAP-ON TOOLS COMPANY LLC ("Snap-on") and _____ ("Franchisee") is entered into simultaneously with the execution of the Franchise Agreement.

1. Section 27 is amended by adding the following at the end of the Section: "This Section shall not be considered a release, assignment, novation, waiver or estoppel by Franchisee of the liability of any person under the Maryland Franchise Registration Law, Md. Code Ann., Bus. Reg. §14-201 et seq."

2. Except to the extent the Franchise Agreement is expressly amended by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum effective as of the date first above written.

FRANCHISEE:

SNAP-ON TOOLS COMPANY LLC

By: _____

By: _____

Title: _____

Title: _____

**Addendum to the
Snap-on Tools Company LLC
Franchise Agreement
For Use in Minnesota**

This Addendum to the Franchise Agreement (the "Franchise Agreement") dated _____, _____, between SNAP-ON TOOLS COMPANY LLC ("Snap-on") and _____ ("Franchisee") is entered into simultaneously with the execution of the Franchise Agreement.

1. The provisions of Minnesota Statutes Section 80C.14, Subdivision 3, 4, and 5 require, except in certain cases, that a franchisee be given 90 days notice of termination (with 60 days to cure) of the Franchise Agreement. Therefore, these provisions shall apply to Minnesota franchisees.

2. The Minnesota Department of Commerce requires that franchisors indemnify Minnesota franchisees against liability to third parties resulting from claims by third parties that the Franchisee's use of Snap-on's trademarks infringes trademark rights of the third party. Therefore, Snap-on will indemnify Minnesota franchisees from these claims, provided that the franchisee gives notice to Snap-on of any such claim within ten (10) days and tenders to Snap-on defense of the claim and management of the defense, including, but not limited to, the right to compromise, settle, or otherwise resolve the claim and to decide whether to appeal any determination including the claim.

3. The sections of the Franchise Agreement covering governing law, jurisdiction and venue and choice of forum are hereby amended to include the following language required by the State of Minnesota:

"Pursuant to Minn. Stat. 80C.21 and Minn. Rule 2860.4400J, this section shall not in any way abrogate or reduce any rights of the Franchisee as provided for in Minnesota Statutes, Chapter 80C."

4. Except to the extent the Franchise Agreement is expressly amended by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum effective as of the date first above written.

FRANCHISEE:

SNAP-ON TOOLS COMPANY LLC

By: _____

By: _____

Title: _____

Title: _____

**Addendum to the
Snap-on Tools Company LLC
Franchise Agreement
For Use in New York**

This Addendum to the Franchise Agreement (the "Franchise Agreement") dated _____, _____, between SNAP-ON TOOLS COMPANY LLC ("Snap-on") and _____ ("Franchisee") is entered into simultaneously with the execution of the Franchise Agreement.

1. Section 27 is amended by adding the following at the end of the Section: "This Section shall not be considered a waiver of any right conferred upon Franchisee by the provisions of Article 33 of the New York State General Business Law and the regulations issued thereunder."
2. Except to the extent the Franchise Agreement is expressly amended by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum effective as of the date first above written.

FRANCHISEE:

SNAP-ON TOOLS COMPANY LLC

By: _____

By: _____

Title: _____

Title: _____

**Addendum to the
Snap-on Tools Company LLC
Franchise Agreement
For Use in North Carolina**

This Addendum to the Franchise Agreement (the "Franchise Agreement") dated _____, _____, between SNAP-ON TOOLS COMPANY LLC ("Snap-on") and _____ ("Franchisee") is entered into simultaneously with the execution of the Franchise Agreement.

The following information is required to be included in this Agreement by North Carolina law:

1. Snap-on's agent in North Carolina authorized to receive service of process is: North Carolina Secretary of State, 2 South Salisbury Street, Raleigh, North Carolina, 27601-2903.
2. The approximate delivery date for Franchisee's initial inventory of Products shall be no later than thirty (30) days after Franchisee places the order for the initial inventory with Snap-on.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum effective as of the date first above written.

FRANCHISEE:

SNAP-ON TOOLS COMPANY LLC

By: _____

By: _____

Title: _____

Title: _____

**Addendum to the
Snap-on Tools Company LLC
Franchise Agreement
For Use in North Dakota**

This Addendum to the Franchise Agreement (the "Franchise Agreement") dated _____, _____, between SNAP-ON TOOLS COMPANY LLC ("Snap-on") and _____ ("Franchisee") is entered into simultaneously with the execution of the Franchise Agreement.

1. The North Dakota Securities Commissioner mandates that North Dakota franchisees may not be required to consent to the jurisdiction of courts outside of North Dakota. Therefore, notwithstanding Section 25.C. of this Agreement, Snap-on will only bring an action against a North Dakota franchisee in a court within the jurisdiction of the State of North Dakota.

2. The North Dakota Securities Commissioner mandates that a North Dakota franchise agreement be governed by the laws of North Dakota. Therefore, notwithstanding Section 27 of the Franchise Agreement, the governing law of this Agreement shall be the laws of the State of North Dakota, except to the extent that the Federal Arbitration Act shall apply in accordance with Section 25 of the Franchise Agreement.

3. Except to the extent the Franchise Agreement is expressly amended by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum effective as of the date first above written.

FRANCHISEE:

SNAP-ON TOOLS COMPANY LLC

By: _____

By: _____

Title: _____

Title: _____

**Addendum to the
Snap-on Tools Company LLC
Franchise Agreement
For Use in Washington**

This Addendum to the Franchise Agreement (the "Franchise Agreement") dated _____, _____, between SNAP-ON TOOLS COMPANY LLC ("Snap-on") and _____ ("Franchisee") is entered into simultaneously with the execution of the Franchise Agreement.

1. Section 20.B.(9) is hereby amended to read as follows:

(9) If Franchisee has received three (3) or more notices of default within the previous twelve (12) months, Snap-on shall be entitled to send Franchisee a notice of termination upon the next default of Franchisee under this Section 20.B. without providing Franchisee an opportunity to correct the default; or

2. Section 27., Governing Law, is hereby amended to read as follows:

27. Governing Law. Except to the extent that the Federal Arbitration Act shall apply in accordance with Section 25 above, this Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington.

3. In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the State of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

4. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

5. The Washington Franchise Investment Protection Act, Chapter 19.100.220.(2) RCW provides as follows:

“(2) Any agreement, condition, stipulation or provision, including a choice of law provision, purporting to bind any person to waive compliance with any provision of this chapter or any rule or order hereunder is void. A release or waiver executed by any person pursuant to a negotiated settlement in connection with a bona fide dispute between a franchisee and a franchisor, arising after their franchise agreement has taken effect, in which the person giving the release or waiver is represented by independent legal counsel, is not an agreement prohibited by this subsection.”

6. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

7. Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

8. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum effective as of the date first above written.

FRANCHISEE:

SNAP-ON TOOLS COMPANY LLC

By: _____

By: _____

Title: _____

Title: _____

APPENDIX I.1.B

OWNER'S GUARANTY OF FRANCHISEE'S OBLIGATIONS

In consideration of, and as an inducement to the execution of that certain Franchise Agreement of even date herewith (the "Franchise Agreement") by Snap-on Tools Company, LLC ("Snap-on"), _____ (the "Guarantor") hereby personally and unconditionally (1) guarantees to Snap-on and its affiliates and their respective successors and assigns, for the term of the Franchise Agreement and thereafter as provided in the Franchise Agreement, that _____ ("Franchisee") will punctually pay and perform each and every undertaking, agreement and covenant set forth in the Franchise Agreement and other agreements between Franchisee and Snap-on or its affiliates and (2) agrees personally to be bound by, and personally liable for the breach of, each and every provision in the Franchise Agreement and all other agreements between Franchisee and Snap-on or its affiliates, including but not limited to, the punctual payment of all amounts owed to Snap-on and its affiliates, to the same extent as if the Guarantor directly entered into the Franchise Agreement and other agreements with Snap-on or its affiliates. Guarantor hereby waives:

- (1) acceptance and notice of acceptance by Snap-on and its affiliates of the foregoing undertakings;
- (2) notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed;
- (3) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed;
- (4) any right he may have to require that an action be brought against Franchisee or any other person as a condition of liability; and
- (5) any and all other notices and legal or equitable defenses to which Guarantor may be entitled.

Guarantor consents and agrees that:

- (1) Guarantor's direct and immediate liability under this guaranty will be joint and several;
- (2) Guarantor will render any payment or performance required under the Franchise Agreement upon demand if Franchisee fails or refuses punctually to do so;
- (3) such liability will not be contingent or conditioned upon pursuit by Snap-on or its affiliates of any remedies against Franchisee or any other person;
- (4) such liability will not be diminished, relieved or otherwise affected by any amendment or modification to the Franchise Agreement or by any extension of time, credit or other indulgence which Snap-on or its affiliates may from time to time grant to Franchisee or to any other person, including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims, none of which will in any way modify or amend the term of this guaranty, which will be continuing and irrevocable during the term of the Franchise Agreement, including any extensions or renewals of the Franchise Agreement.

GUARANTOR HEREBY AGREES THAT ANY DISPUTES ARISING UNDER OR RELATING TO THIS GUARANTY OR TO THE FRANCHISE AGREEMENT WILL BE RESOLVED BY FINAL AND BINDING ARBITRATION CONDUCTED ACCORDING TO THE PROVISIONS SET FORTH IN SECTION 25 OF THE FRANCHISE AGREEMENT, WHICH ARE HEREBY INCORPORATED BY REFERENCE AS IF SET FORTH IN FULL, AND THAT ALL PROVISIONS OF THE FRANCHISE AGREEMENT RELATING TO ENFORCEMENT OF OBLIGATIONS OF ANY PARTY THERETO WILL LIKEWISE APPLY TO ENFORCEMENT OF THE OBLIGATIONS UNDER THIS GUARANTY AGREEMENT, TO THE SAME EXTENT AS IF THE GUARANTOR WERE THE FRANCHISEE UNDER THE FRANCHISE AGREEMENT.

IN WITNESS WHEREOF, the undersigned has hereunto affixed his signature, on the same day and year as the Franchise Agreement was executed.

**PERCENTAGE OF OWNERSHIP
INTERESTS IN FRANCHISEE**

GUARANTOR(S)

DATE OF AGREEMENT

APPENDIX I.1.C.1

ADDENDUM TO SNAP-ON TOOLS FRANCHISE AGREEMENT (Renewal Franchise)

THIS ADDENDUM TO SNAP-ON TOOLS FRANCHISE AGREEMENT (“Addendum”) amends that certain Franchise Agreement (the “Franchise Agreement”) effective _____, _____, between SNAP-ON TOOLS COMPANY LLC (“Snap-on”), and _____, (“Franchisee”).

The Franchise Agreement is hereby amended as follows:

1. Section 2 of the Franchise Agreement is deleted and the following substituted as Section 2:

“Initial Term. The term of this Agreement and the franchise granted by this Agreement shall be five (5) years from the Effective Date unless sooner terminated according to Sections 19 or 20 of this Agreement.”

2. Section 3 of the Franchise Agreement is deleted and the following substituted as Section 3:

“Renewal. Franchisee has no further option to renew this Agreement, provided however:

A. After expiration of the term of this Agreement and the franchise granted by this Agreement, Snap-on may, but has no obligation to offer Franchisee one additional five (5) year term on terms and conditions then being offered to other renewing franchisees.

B. If applicable law requires a standard of renewal, this Agreement will be deemed amended to conform to the minimum standard required by such applicable law or regulation. Snap-on intends to deliver any required notice and this Agreement will remain in effect on a month-to-month basis only until Franchisee has received such required notice.”

3. Section 4.A of the Franchise Agreement is deleted and the following substituted as Section 4.A:

“Initial License Fee. Franchisee has paid an Initial License Fee of Seven Thousand Five Hundred Dollars (\$7,500.00). The Initial License Fee was paid in consideration of Snap-on initially granting this franchise, it was fully earned at the time paid, and it is not refundable for any reason.”

4. Section 7.C of the Franchise Agreement is deleted and of no force or effect.

5. Section 8.H of the Franchise Agreement is modified by deleting the sentence “Snap-on will initially provide Franchisee, without cost to Franchisee, with a technology package including computer hardware and printer meeting the current specifications of the Snap-on Program.”

6. Except as provided above, all other terms of the Franchise Agreement will remain in full force and effect. If the terms of this Addendum conflict with the Franchise Agreement, the terms of this Addendum will govern. All terms not defined herein will have the same meaning as in the Franchise Agreement. This Addendum will inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the Effective Date of the Franchise Agreement.

FRANCHISEE:

**SNAP-ON:
SNAP-ON TOOLS COMPANY LLC**

By: _____

By: _____

Title: _____

Title: _____

APPENDIX I.1.C.2

ADDENDUM TO SNAP-ON TOOLS FRANCHISE AGREEMENT (Transfer Franchise)

THIS ADDENDUM TO SNAP-ON TOOLS FRANCHISE AGREEMENT (“Addendum”) amends that certain Franchise Agreement (the “Franchise Agreement”) effective _____, _____, between SNAP-ON TOOLS COMPANY LLC (“Snap-on”), and _____, (“Franchisee”).

The Franchise Agreement is hereby amended as follows:

1. Section 4.A of the Franchise Agreement is deleted and the following substituted as Section 4.A:

“Initial License Fee. Franchisee has paid an Initial License Fee of Seven Thousand Five Hundred Dollars (\$7,500.00). The Initial License Fee was paid in consideration of Snap-on initially granting this franchise, it was fully earned at the time paid, and it is not refundable for any reason.”

2. Section 8.H of the Franchise Agreement is modified by deleting the sentence “Snap-on will initially provide Franchisee, without cost to Franchisee, with a technology package including computer hardware and printer meeting the current specifications of the Snap-on Program.”

3. Except as provided above, all other terms of the Franchise Agreement will remain in full force and effect. If the terms of this Addendum conflict with the Franchise Agreement, the terms of this Addendum will govern. All terms not defined herein will have the same meaning as in the Franchise Agreement. This Addendum will inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the Effective Date of the Franchise Agreement.

FRANCHISEE:

**SNAP-ON:
SNAP-ON TOOLS COMPANY LLC**

By: _____

By: _____

Title: _____

Title: _____

APPENDIX I.1.C.3

ADDENDUM TO SNAP-ON TOOLS FRANCHISE AGREEMENT FOR ADDITIONAL FRANCHISE (Expansion Franchise)

THIS ADDENDUM TO SNAP-ON TOOLS FRANCHISE AGREEMENT FOR ADDITIONAL FRANCHISE ("Addendum") amends that certain Franchise Agreement (the "Franchise Agreement") effective _____, ____, between SNAP-ON TOOLS COMPANY LLC ("Snap-on"), and _____, whose address is _____ ("Franchisee").

The Franchise Agreement is hereby amended as follows:

1. Snap-on to Provide Inventory. Subject to the requirements in Paragraph 2 of this Addendum, Snap-on will provide Franchisee, without cost to Franchisee, with inventory, having a franchisee cost of \$20,000.00 (the "Inventory Incentive") to be used as a portion of the initial inventory requirement under the Franchise Agreement.

2. Payment to Snap-on of the Inventory Incentive. Franchisee understands that Snap-on is providing Franchisee with the Inventory Incentive in order to assist Franchisee with starting the franchise and providing ongoing continuity in the operation of the franchise. If for any reason other than a transfer of the business assets of the Expansion Franchise to a franchisee approved by Snap-on, either (i) the Franchise Agreement terminates or (ii) the Franchisee ceases to operate the business under the Franchise Agreement during the three-year period after the date on which the Franchisee commences operation under the Franchise Agreement, Franchisee will be required to immediately pay the entire Inventory Incentive to Snap-on. Except as provided, Franchisee will have no responsibility to pay Snap-on for the Inventory Incentive.

3. Initial License Fee. Section 4.A of the Franchise Agreement is deleted and the following substituted as Section 4.A:

Initial License Fee. Franchisee has paid an Initial License Fee of Seven Thousand Five Hundred Dollars (\$7,500.00). This Initial License Fee was paid in consideration of Snap-on initially granting this franchise, it was fully earned at the time paid, and it is not refundable for any reason."

4. Terms of Addendum Govern, Etc. Except as provided above, all other terms of the Franchise Agreement will remain in full force and effect. If the terms of this Addendum conflict with the Franchise Agreement, the terms of this Addendum will govern. All terms not defined herein will have the same meaning as in the Franchise Agreement. This Addendum will inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the Effective Date of the Franchise Agreement.

FRANCHISEE:

**SNAP-ON:
SNAP-ON TOOLS COMPANY LLC**

By: _____

By: _____

Title: _____

Title: _____

APPENDIX I.1.C.4

ADDENDUM TO SNAP-ON TOOLS FRANCHISE AGREEMENT (Veterans Discount)

THIS ADDENDUM TO SNAP-ON TOOLS FRANCHISE AGREEMENT (“Addendum”) amends that certain Franchise Agreement (the “Franchise Agreement”) effective _____, _____, between SNAP-ON TOOLS COMPANY LLC (“Snap-on”), and _____, whose address is _____ (“Franchisee”).

The Franchise Agreement is hereby amended as follows:

1. Snap-on to Provide Inventory. Snap-on will provide Franchisee, without cost to Franchisee, with inventory, having a franchisee cost of \$20,000.00 (the “Veterans Discount”) to be used as a portion of the initial inventory requirement under the Franchise Agreement.

2. Terms of Addendum Govern, Etc. Except as provided above, all other terms of the Franchise Agreement will remain in full force and effect. If the terms of this Addendum conflict with the Franchise Agreement, the terms of this Addendum will govern. All terms not defined herein will have the same meaning as in the Franchise Agreement. This Addendum will inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the Effective Date of the Franchise Agreement.

FRANCHISEE:

**SNAP-ON:
SNAP-ON TOOLS COMPANY LLC**

By: _____

By: _____

Title: _____

Title: _____

APPENDIX I.1.C.5

ADDENDUM TO SNAP-ON TOOLS FRANCHISE AGREEMENT (Employee Discount)

THIS ADDENDUM TO SNAP-ON TOOLS FRANCHISE AGREEMENT (“Addendum”) amends that certain Franchise Agreement (the “Franchise Agreement”) effective _____, _____, between SNAP-ON TOOLS COMPANY LLC (“Snap-on”), and _____, whose address is _____ (“Franchisee”).

The Franchise Agreement is hereby amended as follows:

1. Snap-on to Provide Inventory. Snap-on will provide Franchisee, without cost to Franchisee, with inventory, having a franchisee cost of \$20,000.00 (the “Former Employee Discount”) to be used as a portion of the initial inventory requirement under the Franchise Agreement.

2. Terms of Addendum Govern, Etc. Except as provided above, all other terms of the Franchise Agreement will remain in full force and effect. If the terms of this Addendum conflict with the Franchise Agreement, the terms of this Addendum will govern. All terms not defined herein will have the same meaning as in the Franchise Agreement. This Addendum will inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the Effective Date of the Franchise Agreement.

FRANCHISEE:

**SNAP-ON:
SNAP-ON TOOLS COMPANY LLC**

By: _____

By: _____

Title: _____

Title: _____

APPENDIX I.1.C.6.A

SBA MANDATED ADDENDUM TO FRANCHISE AGREEMENT

THIS ADDENDUM TO FRANCHISE AGREEMENT (“Addendum”) is made and entered into on _____, _____, by and between SNAP-ON TOOLS COMPANY LLC (“Franchisor”), located at 2801 80th Street, Kenosha, WI, 53143, and _____ (“Franchisee”), located at _____.

Franchisor and Franchisee entered into a Franchise Agreement on _____, _____, (such Agreement, together with any amendments, the “Franchise Agreement”). Franchisee is applying for a loan (“Loan”) from a lender in which funding is provided with the assistance of the U.S. Small Business Administration (“SBA”). SBA requires the execution of this Addendum as a condition for obtaining the SBA-assisted financing.

In consideration of the mutual promises below and for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree that notwithstanding any other terms in the Franchise Agreement:

CHANGE OF OWNERSHIP

- If Franchisee is proposing to transfer a partial interest in Franchisee and Franchisor has an option to purchase or a right of first refusal with respect to that partial interest, Franchisor may exercise such option or right only if the proposed transferee is not a current owner or family member of a current owner of Franchisee. If Franchisor’s consent is required for any transfer (full or partial), Franchisor will not unreasonably withhold such consent. In the event of an approved transfer of the franchise interest or any portion thereof, the transferor will not be liable for the actions of the transferee franchisee.

FORCED SALE OF ASSETS

- If Franchisor has the option to purchase the business personal assets upon default or termination of the Franchise Agreement and the parties are unable to agree on the value of the assets, the value will be determined by an appraiser chosen by both parties. If the Franchisee owns the real estate where the franchise location is operating, Franchisee will not be required to sell the real estate upon default or termination, but Franchisee may be required to lease the real estate for the remainder of the franchise term (excluding additional renewals) for fair market value.

COVENANTS

- If the Franchisee owns the real estate where the franchise location is operating, Franchisor may not record against the real estate any restrictions on the use of the property, including any restrictive covenants, branding covenants or environmental use restrictions.

EMPLOYMENT

- Franchisor will not directly control (hire, fire or schedule) Franchisee’s employees.

This Addendum automatically terminates on the earlier to occur of the following: (i) the Loan is paid in full; or (ii) SBA no longer has any interest in the Loan.

Except as amended by this Addendum, the Franchise Agreement remains in full force and effect according to its terms.

FRANCHISOR:

FRANCHISEE:

By: _____

By: _____

Print Name: _____

Print Name: _____

Note to Parties: This Addendum only addresses “affiliation” between Franchisor and Franchisee. Additionally, the applicant Franchisee and franchise system must meet all SBA eligibility requirements.

APPENDIX I.1.C.6.B

ADDENDUM TO SNAP-ON TOOLS FRANCHISE AGREEMENT (SBA Guaranteed Loan)

THIS ADDENDUM TO SNAP-ON TOOLS FRANCHISE AGREEMENT ("Addendum") dated _____, _____, between SNAP-ON TOOLS COMPANY LLC ("Snap-on") and _____ ("Franchisee") is entered into simultaneously with the execution of the Franchise Agreement.

RECITALS

- A. Franchisee has applied for a loan with _____ ("Lender") in the amount of _____ Dollars (\$_____) (the "Loan") to finance Franchisee's initial investment, other than accounts receivable being purchased by Franchisee, required to operate a Snap-on Tools business.
- B. Lender has applied for a guarantee of the Loan with the U.S. Small Business Administration ("SBA"), and Lender and SBA, as a condition of Lender making the Loan, require that the Franchise Agreement be modified as set forth below.

Franchisee and Snap-on hereby agree as follows:

1. Notwithstanding anything to the contrary set forth in Section 9. of the Franchise Agreement and the Loan and Security Agreement the security interest of Snap-on will be subordinate to the security interest of Lender in all of Franchisee's business assets, except that Snap-on and Snap-on's affiliate, Snap-on Credit LLC ("Snap-on Credit"), shall have a superior security interest in Franchisee's accounts receivable, Franchisee customer accounts sold to Snap-on Credit and the reserve account established to cover a portion of the losses on those accounts.
2. Except to the extent the Franchise Agreement is expressly amended by this Addendum, the terms and conditions of the Franchise Agreement remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first above written.

FRANCHISEE:

By: _____

Title: _____

SNAP-ON:

SNAP-ON TOOLS COMPANY LLC

By: _____

Title: _____

APPENDIX I.1.D

FRANCHISEE ADOPTION AGREEMENT FOR POINT SERVICE MERCHANT AGREEMENT NOTICE TO FRANCHISEES: THIS IS NOT A CONTRACT WITH SNAP-ON

Snap-on Incorporated (“Snap-on”) and VeriFone, Inc. (“Verifone”) have entered into a Point Service Merchant Agreement, dated as of December 1, 2015 (the “Master Agreement”), pursuant to which Verifone has agreed to provide products and services to Snap-on.

By accepting this Adoption Agreement, you (the undersigned) are entering into an agreement directly with VeriFone, agree to be bound by the terms of, and are entitled to the benefits of, the Master Agreement applicable to Snap-on Franchisees, a copy of which is attached hereto. With respect to each such Master Agreement, all references to Merchant herein shall be deemed to refer to the Franchisee executing this Adoption Agreement, except as otherwise specifically set forth in the Master Agreement.

The Master Agreement sets forth the services that are available for purchase (the “Point Service”) and the applicable pricing. Under this Adoption Agreement, you may submit orders to Verifone for the Point Service; provided that all such orders will be subject to the terms and conditions of the Master Agreement, and any terms included in any order that are inconsistent with or in addition to the Master Agreement will not be binding unless expressly agreed in writing by Verifone.

You agree to pay the fees for the Point Service you have elected below and as set forth in the Master Agreement. The options included in the Master Agreement shall not apply to You; only the options You elect below shall apply to You. Please include all options desired, and include the total monthly fee below. You will pay the fees due by ACH in accordance with the ACH Authorization Form attached hereto.

Device Model	MX915	If you wish to select an Option below, insert the price in the column below. If you DO NOT wish to select the option below, enter “NA.” Total the prices in this column and include the Total Monthly Fee below
Point Classic Services Base Package Monthly Fee	\$35.00	\$35.00
Options:		Options: (insert price or NA)
Low Contour MX Stand	\$3.00	
Wall Mount	\$2.75	
Priority Exchange	\$1.50	
PCI/SAQ	\$3.25	
Total Monthly Fee	\$45.50	\$

The Master Agreement sets forth certain terms related to dispute resolution that are binding on you. See Section 10 of the Master Agreement. Such terms include without limitation that any Dispute (as defined in the Master Agreement) shall be determined by binding arbitration and that you may not pursue any claim as a class action, class arbitration, private attorney general action or other representative action against Snap-on, its subsidiaries or VeriFone as to any Dispute. Claims regarding any Dispute and remedies sought as part of a class action, class arbitration, private attorney general or other representative action must be brought on an individual (non-class, non-representative) basis.

This Adoption Agreement will commence on the last date set forth below and will terminate when the Master Agreement terminates, unless terminated earlier as provided in the Master Agreement. You expressly acknowledge and agree that all rights of termination for default as provided in the Master Agreement are granted to Snap-on and not to you with respect to terminating the Master Agreement and only apply to you with respect to terminating your obligations under this Adoption Agreement. Pursuant to Section 3.0 of Exhibit A of the Master Agreement, You may terminate the service term for a Device at any time, including upon store closing or otherwise, by requesting in writing that Verifone deactivate the Device on the Point Service transaction gateway and returning the Device to Verifone in accordance with the Master Agreement. Verifone may also terminate this Adoption Agreement in the event that you fail to comply with the terms of the Master Agreement or this Adoption Agreement.

All notices shall be given to you and Verifone, respectively, in accordance with the Master Agreement, with notices to you provided to the address set forth below.

All capitalized terms not defined in this Adoption Agreement have the definition given in the Master Agreement.

Agreed and Accepted:

Franchisee (*Please include full legal entity name, indicating whether a corporation, LLC, or partnership*)

VERIFONE, INC.

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

Franchisee Address:

Legal Name: _____

Address: _____

City: _____

State: _____ Zip: _____

Attn: _____

Email: _____

POINT SERVICE MERCHANT AGREEMENT

NOTICE TO FRANCHISEES SIGNING ADOPTION AGREEMENT: THIS IS A CONTRACT BETWEEN VERIFONE AND THE FRANCHISEE. THIS IS NOT A CONTRACT BETWEEN THE FRANCHISEE AND SNAP-ON.

This Point Service Merchant Agreement (“**Agreement**”) is being entered into as of the last date set forth below (the “**Effective Date**”) by and between Snap-on Incorporated (“**Snap-on**” or “**Merchant**”) and VeriFone, Inc. (“**VeriFone**”) regarding VeriFone’s Point Service. All references to Exhibits A, B and C herein shall mean Exhibits A, B and C attached hereto and incorporated herein by this reference.

1. SCOPE

(a) Point Service. VeriFone shall provide Merchant with the Point service as selected by Merchant in Exhibit A (the “**Point Service**”). The Point Service includes those services and software as set forth in the Exhibit A hereto (the “**Services**” and “**Software**” respectively), which may be bundled with one or more VeriFone payment devices, provided on a rental basis, as set forth in Exhibit A (the “**Devices**”). Merchant acknowledges that VeriFone has contracted with third parties for certain Services and Devices being provided hereunder, as specified in Exhibit A (each, a “**Third Party Product**” or “**Third Party Service**”, respectively).

(b) Supported VeriFone Devices. The Point Service is currently supported on certain VeriFone payment devices, as designated by VeriFone from time to time. Merchant may only use the Point Service with such VeriFone payment devices. VeriFone reserves the right to remove a VeriFone payment device from the list of supported VeriFone payment devices (including in the event VeriFone elects to end of life such VeriFone payment device). VeriFone shall use commercially reasonable efforts to provide Snap-on with six (6) months’ notice of the end of life of any such VeriFone payment device. Snap-on acknowledges that legal, regulatory or PCI changes for which the industry is not given reasonable advance notice may impact VeriFone’s ability to provide such 6-month prior notice. In addition, notwithstanding the foregoing, a VeriFone mobile payment device (currently the e payment device) may be discontinued in the event that the third party product(s) which interface with such VeriFone mobile payment device are discontinued and VeriFone will use commercially reasonable efforts to promptly provide Snap-on an end of life notice with respect thereto. If Merchant is procuring the Point Service that includes a Device rental, VeriFone shall provide such Device to Merchant as set forth in Exhibit A. Otherwise, Merchant is responsible for separately procuring such VeriFone payment devices from VeriFone or a VeriFone reseller.

(c) License or Service Term. The Point Service is provided to Merchant for each VeriFone payment device for the license term or service term set forth in Exhibit A.

(d) Franchisees. Snap-on Tools Company LLC franchisees (“**Franchisees**”) may purchase the Point Service from VeriFone in accordance with the terms of this Agreement by entering into an Adoption Agreement with VeriFone, the form of which is set forth in Exhibit B attached hereto. Upon execution of the Adoption Agreement by the Franchisee, such Adoption Agreement and the terms of this Agreement become personal to the Franchisee and the Franchisee is solely liable for all obligations thereunder. Each Franchisee is subject to credit approval by VeriFone. With respect to each such Adoption Agreement, all references to Merchant herein shall be deemed to refer to the Franchisee executing such Adoption Agreement, except as otherwise specifically set forth herein.

2. FEES; PAYMENT

(a) Fees. Merchant agrees to pay the fees for the Point Service as set forth in Exhibit A or an Adoption Agreement, as applicable. Snap-on is not obligated to pay any fee due by a Franchisee. VeriFone reserves the right to change such fees annually with sixty (60) days prior written notice, commencing with the first Renewal Term (as defined in Section 7 below), to reflect VeriFone’s then current standard fees. Such fee changes shall only apply to any Point Service ordered after the date of the fee change.

(b) Payment (i) VeriFone shall invoice Snap-on for the Point Service. Payment terms for all invoiced amounts will be thirty (30) days from the date of invoice as long as the account is current.

(ii) Franchisees shall pay for the Point Service by ACH pursuant to the ACH terms attached hereto as Exhibit C.

(iii) All payments shall be in U.S. dollars, unless a different currency is specified in Exhibit A. All fees are non-refundable.

(c) Taxes; Failure to Pay. All fees are exclusive of applicable taxes, including without limitation sales tax. Applicable taxes will be added to the amount billed to Merchant. If Merchant fails to pay the charges for the

Point Service when due: (i) Merchant shall pay VeriFone interest on the overdue payment from the date due until paid at the rate of 18.0% per annum, or the maximum rate permissible by law, whichever is less, and (ii) VeriFone reserves the right to pursue any and all legal remedies to collect the amounts owed by Merchant. In addition, in the event Merchant fails to pay the charges for the Point Service when due, and fails to cure such failure within fifteen (15) days of receipt of written notice from VeriFone thereof, VeriFone shall be entitled to withhold Merchant’s access to the Point Service, or any Services therein, until Merchant pays such fees. Merchant shall pay to VeriFone any actual additional expenses incurred by VeriFone in collection efforts.

3. LICENSES

(a) Hosted Point Services. If Exhibit A includes any Hosted Point Services, this Section 3(a) shall apply. Subject to the terms and conditions of this Agreement, and Merchant’s payment of the applicable fees, VeriFone hereby grants to Merchant a limited, non-exclusive, non-transferable, non-sublicensable right and license, during the applicable license or service term set forth in the Exhibit A: (i) to access and use the Hosted Point Services set forth in Exhibit A solely for Merchant’s internal business purposes; (ii) to execute, download and display the features, functions and graphical interface components of Hosted Point Services to communicate, transfer and collect data; and (iii) to display, download, print and reproduce any documentation provided by VeriFone as reasonably required for the use of the Point Service. VeriFone may modify the Hosted Point Services from time to time in its reasonable discretion, provided that such modifications shall not materially diminish the functionality thereof.

VeriFone conducts routine maintenance to the Hosted Point Services. Maintenance is generally scheduled during time periods when overall end user online activity is limited. VeriFone reserves the right to shut down the Hosted Point Services with no notice should emergency maintenance become necessary. VeriFone reserves the right to remove any user from the Hosted Point Services should VeriFone determine, in its sole discretion, that the Hosted Point Services have been compromised or in any way used inappropriately. In extreme cases, where a user has compromised the security of the Hosted Point Services or otherwise acted in a malicious or damaging manner, removal may occur immediately without prior notification.

(b) Software. If Exhibit A includes any Software, this Section 3(b) shall apply. Subject to the terms and conditions of this Agreement, and Merchant’s payment of the applicable fees, VeriFone hereby grants to Merchant a limited, non-exclusive, non-transferable, non-sublicensable right and license, solely for Merchant’s internal business purposes in the United States during the applicable license or service term set forth in Exhibit A: (i) to use the Software (in object code form only) on the applicable VeriFone payment device; and (ii) to use any related documentation provided by VeriFone for use with the Software. Additional license terms for certain Software may be set forth in Exhibit A.

(c) Restrictions. Merchant shall have no right to market, distribute, sell, assign, pledge, sublicense, lease, deliver or otherwise transfer the Point Service, any component thereof, including without limitation the Software, to any third party. Merchant shall not reverse engineer, decompile, disassemble, translate, modify, alter or create any derivative works based upon the Software, or determine or attempt to determine any source code, algorithms, methods or techniques embodied in the Software, without the prior express written consent of VeriFone. Merchant shall not remove from the Devices or the Software, or alter, any of trademarks, trade names, logos, patent or copyright notices, or other notices or markings, or add any other notices or markings to the Devices or the Software, without the prior express written consent of VeriFone.

(d) Ownership. Merchant acknowledges that the Point Service (including the Devices, Software, Services and any related documentation) and any intellectual property rights relating to or residing therein, including the proprietary electronics, software and technical information of VeriFone therein (the “**Proprietary Materials**”), are proprietary products of VeriFone and that ownership of all patents, copyrights, trade secrets, trademarks, trade names, mask work rights and other proprietary rights

relating to or residing therein shall remain with VeriFone. Except for the license rights set forth in this Section 3 or [Exhibit A](#), Merchant shall have no right, title or interest therein. VeriFone reserves all rights in the Proprietary Materials and any other VeriFone intellectual property not expressly granted herein. Merchant shall promptly notify VeriFone of any actual or threatened misappropriation or infringement of VeriFone's or its suppliers' proprietary rights which comes to Merchant's attention.

(e) **Derived Data.** For Services where VeriFone is collecting or processing transaction data for Merchant, Merchant acknowledges that VeriFone may collect and share with partners data from Merchant's transactions, with any sharing in aggregate and anonymous form only (for statistical and other business purposes); however, such data shall not include any "cardholder data" under Payment Card Industry Security Standard's Council rules, any of Merchant's or a customer's personally identifiable information, Merchant's or a customer's personal financial information or any other data that VeriFone may be prohibited from collecting or sharing under applicable privacy laws. Merchant agrees that VeriFone may use such data for purposes of data analytics and optimizing or otherwise enhancing its products and services. VeriFone will comply with all applicable laws and regulations with respect to any use, sharing and dissemination of this data. In accordance with VeriFone's use of derived data, VeriFone reserves the right to anonymously track and report Merchant's activity inside of the Point Service components. This paragraph shall survive any expiration or termination of this Agreement.

4. WARRANTIES; DISCLAIMERS

(a) **Warranties.** VeriFone warrants that (i) the Point Service shall conform to the description thereof set forth in [Exhibit A](#) in all material respects, and (ii) VeriFone shall comply with all applicable federal and state laws in its performance of the Point Service. Additional warranties may be set forth in [Exhibit A](#).

(b) **Disclaimer.** EXCEPT FOR THE WARRANTIES SET FORTH ABOVE, THE POINT SERVICE IS PROVIDED "AS IS." VERIFONE DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. VERIFONE DOES NOT WARRANT THAT THE POINT SERVICE, OR ANY COMPONENT THEREOF, WILL MEET THE REQUIREMENTS OF MERCHANT OR THAT THE OPERATION OF THE POINT SERVICE, OR ANY COMPONENT THEREOF, WILL BE UNINTERRUPTED OR ERROR FREE. MERCHANT ACKNOWLEDGES THAT UNDER NO CIRCUMSTANCES DOES VERIFONE REPRESENT OR WARRANT THAT ALL ERRORS IN ANY SOFTWARE CAN BE REMEDIED. VERIFONE SHALL NOT BE RESPONSIBLE FOR ANY SERVICE INTERRUPTIONS, INCLUDING, WITHOUT LIMITATION POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS. NO ADVICE OR INFORMATION OBTAINED BY MERCHANT FROM VERIFONE OR FROM ANY OTHER THIRD PARTY ABOUT THE POINT SERVICE SHALL CREATE ANY WARRANTY.

5. INFRINGEMENT INDEMNITY

(a) **Indemnity.** Subject to the provisions of this Section 5 and Section 6 below, VeriFone shall at its expense defend any action against Merchant to the extent such action is based on a claim that the Point Service, or a component thereof, infringes a United States patent, copyright, trademark, or trade secret and VeriFone shall pay those damages and costs awarded against Merchant in such action which are attributable to such claim, provided that Merchant notifies VeriFone promptly in writing of such action, Merchant gives VeriFone sole control of the defense thereof (and any negotiations for settlement or compromise thereof), and Merchant cooperates in the defense thereof at VeriFone's expense. If the Point Service, or a component thereof, becomes, or in VeriFone's opinion is likely to become, the subject of a claim of infringement (the "**Infringing Item**"), then Merchant shall permit VeriFone, at its option and expense, either to (i) procure the right to continue using the Infringing Item, or (ii) replace or modify the Infringing Item so that they become non-infringing. If options (i) or (ii) are not commercially reasonable options for VeriFone, then either party may terminate this Agreement upon written notice to the other party, in which event Merchant's obligation to pay the recurring fees hereunder shall terminate. Merchant shall not incur any costs or expenses for the account of VeriFone under or pursuant to this Section 5 without VeriFone's prior express written consent. THE FOREGOING STATES THE ENTIRE LIABILITY OF VERIFONE FOR INFRINGEMENT CLAIMS AND ACTIONS RELATED TO THE POINT SERVICE, OR ANY COMPONENT THEREOF.

(b) **Exceptions.** VeriFone shall have no liability to Merchant under this Section 5 or otherwise for any action or claim alleging infringement based upon (1) any use of the Point Service, or a component thereof, in a manner

other than as specified by VeriFone in this Agreement; (2) any use of the Point Service in combination with other services, equipment, devices, software, systems or data not supplied by VeriFone (including without limitation any software produced by Merchant for use with the Point Service, if any); (3) any alteration, modification or customization of the Point Service, or a component thereof, by any person other than VeriFone (including without limitation Merchant), or (4) any failure to install an update to the Software provided by VeriFone within a commercially reasonable time after the update is made available by VeriFone to Merchant.

6. LIMITATIONS OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, EXCEPT TO THE EXTENT PROHIBITED BY LAW: (A) VERIFONE SHALL HAVE NO LIABILITY TO MERCHANT OR ANY THIRD PARTY FOR SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF BUSINESS, LOSS OF PROFITS OR REVENUE, GOODWILL OR SAVINGS, DOWNTIME, OR DAMAGE TO, LOSS OF OR REPLACEMENT OF DATA OR TRANSACTIONS, COST OF PROCUREMENT OF SUBSTITUTE SERVICES) RELATING IN ANY MANNER TO THE POINT SERVICE (WHETHER ARISING FROM CLAIMS BASED IN WARRANTY, CONTRACT, TORT OR OTHERWISE), EVEN IF VERIFONE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM OR DAMAGE; (B) IN ANY CASE, VERIFONE'S ENTIRE LIABILITY RELATING IN ANY MANNER TO THE POINT SERVICE, REGARDLESS OF THE FORM OR NATURE OF THE CLAIM, SHALL BE LIMITED IN THE AGGREGATE TO THE FEES ACTUALLY PAID BY MERCHANT FOR THE POINT SERVICE UNDER THIS AGREEMENT DURING THE SIX (6) MONTHS PRIOR TO THE CLAIM ARISING; AND (C) VERIFONE SHALL NOT BE LIABLE FOR ANY CLAIMS OF THIRD PARTIES RELATING TO THE POINT SERVICE. THE LIMITATIONS ON VERIFONE'S LIABILITY SET FORTH IN CLAUSES "(B)" AND "(C)" OF THIS SECTION 6 SHALL NOT APPLY TO VERIFONE'S OBLIGATIONS UNDER SECTION 5 ABOVE OR LIABILITY FOR DEATH, PERSONAL INJURY OF A PHYSICAL NATURE OR DAMAGE TO TANGIBLE PROPERTY CAUSED BY VERIFONE'S NEGLIGENCE OR INTENTIONAL MISCONDUCT. THE LIMITATIONS CONTAINED IN SECTIONS 4 AND 5 ABOVE AND THIS SECTION 6 ARE A FUNDAMENTAL PART OF THE BASIS OF VERIFONE'S BARGAIN HEREUNDER, AND VERIFONE WOULD NOT PROVIDE THE POINT SERVICE TO MERCHANT ABSENT SUCH LIMITATIONS.

7. TERM; TERMINATION

(a) **Term.** This Agreement shall commence on the Effective Date and remain in effect for three (3) years ("**Initial Term**"). Thereafter, this Agreement shall continue in effect for annual renewals (each a "**Renewal Term**") unless one party notifies the other party of non-renewal at least thirty (30) days prior to the renewal date.

(b) **Termination.** VeriFone may terminate this Agreement (i) upon thirty (30) days written notice to Merchant if Merchant breaches any of the terms in this Agreement, which breach or failure is not cured within such 30-day period, (ii) upon written notice in the event of any termination of Merchant's business or (iii) upon ninety (90) days' notice to Merchant if VeriFone ceases to offer the Point Solution to its customers generally. Merchant may terminate this Agreement upon thirty (30) days written notice to VeriFone if VeriFone breaches any of the terms of this Agreement, which breach is not cured within such 30-day period. VeriFone shall have the right to terminate any Third Party Services that may be included in the Point Service at any time upon written notice to Merchant if VeriFone's agreement with its product supplier or service provider terminates. Upon any such termination, the parties may agree to adjust the pricing to reflect the termination of such Third Party Services.

(c) **Effect of Expiration or Termination.** Upon any expiration or termination of this Agreement, Merchant may no longer place orders for the Point Service. Additional terms regarding expiration or termination are set forth in [Exhibit A](#).

(d) **Certificate.** Upon termination of Merchant's right to use the Software under this Agreement, at VeriFone's request, Merchant shall provide VeriFone a certificate certifying that Merchant has ceased all use of the Software on VeriFone payment devices, signed by an authorized representative of Merchant.

(e) **Survival.** Notwithstanding anything to the contrary contained in this Agreement, Sections 2 (until all fees are paid), 3(d), 4(b), 5, 6, 7(c), 7(d), 7(e), 8, 9, 10 and 11, as well as any provisions in [Exhibit A](#) regarding effect of expiration or termination of this Agreement, shall survive any expiration or termination of this Agreement.

8. FOREIGN CORRUPT PRACTICES ACT. VeriFone and Merchant shall ensure that its subsidiaries, owners, officers, directors, employees, partners, subcontractors, agents and representatives (collectively, “**Representatives**”), fully comply with all applicable anti-corruption and anti-bribery laws and regulations in connection with this Agreement, including, but not limited to, the United States Foreign Corrupt Practices Act (the “**FCPA**”), as may be amended from time to time. Without limiting the generality of the foregoing obligation, each party specifically understands and agrees that it shall not, and shall take reasonable measures to assure that Representatives shall not, make, authorize, offer or promise to make or give any money or any other thing of value, directly or indirectly, to any government official or employee, political party or candidate for political office, or any other person for the purpose of securing any improper or unfair advantage or obtaining or retaining business in connection with the activities contemplated hereunder. Any breach or violation of any provision contained in this Section 8 shall be grounds for immediate termination of this Agreement by the other party. Each party represents and warrants that such party has not committed and has no information, reason to believe, or knowledge of any Representative having committed or intending to commit, any violation of the FCPA or any act or omission which could cause VeriFone to be in violation of the FCPA with respect to any activities related to this Agreement or the business of VeriFone.

9. EXPORT CONTROL LAWS. Merchant acknowledges that Point Service is designed for use in the United States only and components of the Point Service are subject to the export control laws of the United States. Accordingly, Merchant shall not use or export any component of the Point Service outside of the United States (as used herein, the “United States” excludes all territories of the United States, including Puerto Rico and Guam). In connection with VeriFone’s policies to assure compliance with U.S. export control laws and regulations, including embargoes and sanctions, as well as the laws and regulations of countries in which VeriFone products, technology and/or software are sold, Merchant agrees that the following terms and conditions shall apply to VeriFone’s sale of the Point Service to Merchant:

(a) Merchant agrees to abide by all applicable U.S. export control laws and regulations for the Point Service. Without limiting the generality of the foregoing:

(i) Merchant, on behalf of itself and Merchant Representatives, represents and warrants that Merchant/they will not use, export or re-export, sell, re-sell, license, distribute, make available or transfer or cause or facilitate the transfer of any component of the Point Service, including any component or part thereof, directly or indirectly to: (x) Cuba, Iran, North Korea, Sudan, or Syria, or any other country for which the U.S. maintains an export embargo or other economic sanctions; or (y) any individual or entity listed on the U.S. Treasury Department’s list of Specially Designated Nationals, the U.S. Commerce Department’s Table of Denial Orders or any other denied parties, as such lists may be updated from time to time; and

(ii) Merchant and Merchant Representatives will not use, export or re-export, sell, re-sell, divert or otherwise transfer the Point Service, including any component or part thereof, for use in activities that involve the development, production, use or stockpiling of nuclear activities of any kind, chemical or biological weapons or missiles, unmanned aerial vehicles, or microprocessors for military use, or any terrorist activities, nor use the Point Service, including any component or part thereof, in any facilities that are engaged in activities relating to such weapons or applications.

(b) Merchant represents and warrants that Merchant has the appropriate policies and procedures in place to ensure compliance with the foregoing, including, without limitation, the prohibition of any re-export of any component of the Point Service to countries subject to a U.S. trade embargo. Such measures shall include, at a minimum, accurate recordkeeping, and are subject to VeriFone’s audit rights that may be exercised from time to time by VeriFone in its sole and absolute discretion to confirm compliance.

(c) Merchant agrees that if VeriFone reasonably believes that Merchant is in breach of any of the terms and conditions contained in this Section 9 that alone shall be sufficient grounds for further action by VeriFone, including, without limitation, cancellation of any orders or denial of future business, without any liability or obligation to Merchant. In addition, Merchant hereby indemnifies VeriFone and its affiliates, directors, officers and employees for all costs, expenses, damages, claims, charges, penalties, fines and other losses that arise in connection with any breach by Merchant or Merchant Representatives of the terms and conditions contained in this Section 9.

10. DISPUTE RESOLUTION

(a) **Franchisee Dispute.** If any dispute arises between Verifone and any Franchisee related to this Agreement or the Adoption Agreement or the breach, termination or validity hereof, Verifone, Franchisee and Snap-on will, within ten (10) business days of receipt of notice of such dispute by Verifone or Franchisee, as applicable, attempt to resolve such dispute. If the dispute has not been resolved within thirty (30) days after receipt of notice of such dispute, or such longer period as agreed to in writing by Verifone, Franchisee and Snap-on, then Verifone, Franchisee and Snap-on will submit such dispute to their respective executive management, who will make reasonable efforts to reach a resolution within sixty (60) days after the receipt of notice of such dispute. If Verifone, Franchisee and Snap-on are unable to resolve such dispute within such 60-day period, then either Verifone or Franchisee may pursue arbitration as set forth in Section 10(b) below.

(b) **Arbitration.** Notwithstanding anything herein to the contrary, except with respect to enforcing claims for injunctive or equitable relief, any dispute, claim, or controversy arising out of or relating in any way to this Agreement or the interpretation, application, enforcement, breach, termination, or validity thereof (including any claim of inducement of this Agreement by fraud and including determination of the scope or applicability of this agreement to arbitrate) or its subject matter, including any dispute between Verifone and Snap-on and any Dispute between Verifone and a Franchisee (collectively, “Disputes”) shall be determined by binding arbitration before one arbitrator. Franchisees may not pursue any claim as a class action, class arbitration, private attorney general action or other representative action against Snap-on, its subsidiaries or VeriFone as to any Dispute. Claims regarding any Dispute and remedies sought as part of a class action, class arbitration, private attorney general or other representative action must be brought on an individual (non-class, non-representative) basis. The arbitration shall be administered by JAMS conducted in accordance with the expedited procedures set forth in the JAMS Comprehensive Arbitration Rules and Procedures as those Rules exist on the effective date of this Agreement, including Rules 16.1 and 16.2 of those Rules. The arbitration shall be held in New York, New York, and it shall be conducted in the English language. The parties shall maintain the confidential nature of the arbitration proceeding and any award, including the hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision. The arbitrator shall have authority to award compensatory damages only and is not empowered to award any punitive, exemplary, or multiple damages, and the parties waive any right to recover any such damages. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding anything to the contrary in this Agreement, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16). In any arbitration arising out of or related to this Agreement, the arbitrator shall award to the prevailing party, if any, the costs and attorneys’ and experts’ fees reasonably incurred by the prevailing party in connection with the arbitration. If the arbitrator determines a party to be the prevailing party under circumstances where the prevailing party won on some but not all of the claims and counterclaims, the arbitrator may award the prevailing party an appropriate percentage of the costs and attorneys’ and experts’ fees reasonably incurred by the prevailing party in connection with the arbitration. Judgment on any award in arbitration may be entered in any court having jurisdiction. Notwithstanding the above, each party shall have recourse to any court of competent jurisdiction to enforce claims for injunctive and other equitable relief. Nothing herein shall preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

11. GENERAL. This Agreement, including Exhibits A, B and C, constitutes the entire agreement between VeriFone and Merchant and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, relating to the subject matter hereof. This Agreement will be governed by the laws of the State of New York, without regard to its conflict of law provisions, except the arbitration in Section 10(b) above will be governed by the Federal Arbitration Act. No action, regardless of form, arising out of or in connection with this Agreement may be brought by either party more than one (1) year after the first day that the cause of action first occurred, except for an action for nonpayment. No amendment or waiver of this Agreement will be binding unless it has been agreed to in writing by both parties. Merchant may not assign this Agreement, in whole or in part, without VeriFone’s prior written consent. Subject to the preceding sentence, this Agreement shall bind Merchant and its permitted successors and assigns. VeriFone may assign or delegate this Agreement, or any of its rights or obligations hereunder, in its sole discretion. If any legal action is brought to enforce any obligations hereunder, the prevailing party shall be entitled to receive its attorneys’ fees, court costs and other collection expenses, in addition to any other relief it

may receive. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties agree that the court should endeavor to give the maximum effect to the parties' intentions as reflected in the provision, and that the other provisions of the Agreement shall remain in full force and effect. VeriFone shall not be responsible for any failure to fulfill its obligations hereunder due to causes beyond its reasonable control, including without limitation acts or omissions of government or military authority, acts of God, shortages of materials, transportation delays, fires, floods, labor disturbances, riots or wars. Notices made by VeriFone to Merchant under this Agreement that affect VeriFone customers generally (e.g., notices of amended Agreements, updated fees, etc.) may be posted on the VeriFone Merchant Portal or may be provided upon access to the Point Service. Notices made by VeriFone under this Agreement for Merchant or Merchant account specifically (e.g., notices of breach and/or suspension) will be provided to Merchant via the email address provided to VeriFone in Merchant registration for the Point Service or in any updated email address Merchant provides to VeriFone in accordance with standard account information update procedures VeriFone may provide from time to time. It is Merchant's responsibility to keep Merchant's email address current and Merchant shall be deemed to have received any email sent to any such email address, upon VeriFone's sending of the email, whether or not Merchant actually receive the email. VeriFone may also send notices to Merchant by overnight courier or certified mail to the address in VeriFone's customer database, or such other address as shall have been given to VeriFone in writing. Merchant shall send notices to VeriFone at the address set forth below, or such other address as shall have been given to Merchant in writing. All mailed notices shall be deemed effective upon the earliest to occur of: (a) actual delivery; or (b) three days after mailing, addressed and postage prepaid, return receipt requested. VeriFone may issue a press release, or the parties may mutually agree to issue a joint press release, regarding this Agreement and the transactions contemplated hereby. The form and content of such press release shall be as mutually agreed by the parties. Except for the foregoing, neither party shall issue a press release regarding this Agreement or the transactions contemplated hereby without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed and delivered this Agreement to be effective as of the Effective Date.

Merchant Name: Snap-on Incorporated
By: <i>Snap-on Incorporated signature on file</i>
Title: <i>on file</i>
Date: <i>December 1, 2015</i>

**Merchant Address:
2801 80th Street
Kenosha, WI 53143**

VeriFone, Inc.

By: *VeriFone, Inc. signature on file*

Title: *on file*

Date: *December 1, 2015*

**VeriFone Address:
88 West Plumeria Drive
San Jose, CA 95134**

EXHIBIT A
Point Service: Point Classic
Subscription Includes Device Rental

1.0 Fees: The fees for the Point Service are as follows:

Table 1.0 Overview of Software/Services

Description	Included in Base Package	Optional
<i>Secure Commerce Application</i>	✓	
<i>Transaction Gateway</i>	✓	
<i>Data Encryption and Tokenization</i>	✓	
<i>Shipping & Deployment</i>	✓	
<i>Remote Key Loading</i>	✓	
<i>Estate Management</i>	✓	
<i>Warranty or Repair</i>	✓	
<i>Help Desk</i>	✓	
<i>NFC Payments Enablement</i>	✓	
<i>EMV</i>	✓	
<i>Software Update Services</i>	✓	
<i>Low Contour MX Stand</i>		✓
<i>MX Purple Cable</i>		✓
<i>Priority Exchange</i>		✓
<i>PCI / SAQ</i>		✓

Table 1.1 Base Package Fee

Description	Per Month per Device Fees
Device Model	MX915
Point Classic Services Base Package Monthly Fee	\$ 35.00
Options:	
Low Contour MX Stand	\$ 3.00
Wall Mount	\$ 2.75
Priority Exchange	\$ 1.50
PCI/SAQ	\$ 3.25
Total Monthly Fee	\$48.50

Notes on Fees:

- (a) All fees are monthly fees per Device.
- (b) Pricing above is for IP transactions only. Dial transactions, when applicable, are subject to an additional surcharge of \$0.014 per transaction.
- (c) The purple cable includes the removal of the standard cable from the standard Point bundle and the inclusion of the purple cable instead.

Non-Return Fee:

The Non-Return Fee shall vary depending on the year in which the termination occurs during the Service Term for the Device (as defined in Table 1.1 above):

- Year 1 \$760
- Year 2 \$560
- Year 3 \$300
- Year 4 and beyond \$100

2.0 Payment of Monthly Fee:

The Point Service is billed monthly in advance (at the start of each month) for each Device, starting with the first full month after the Point Service commences. The Point Service commences for a Device when the Device is shipped.

3.0 License/Services Term:

The Point Classic is provided for a minimum thirty-six (36) month service term for each Device, commencing for such Device as set forth in Section 2.0 above. At the termination of the 36 month initial term for each Device, VeriFone shall continue to provide the Point Service for such Device until such time as Merchant requests in writing that Vendor deactivate such Device on the Point Service transaction gateway; any such deactivation shall be effective upon such request. Notwithstanding the foregoing, (1) Merchant may terminate the service term for a Device at any time, including upon store closing or otherwise, by requesting in writing that VeriFone deactivate the Device on the Point Service transaction gateway, and (2) VeriFone reserves the right to terminate the Point Service for a Device after the 36 month initial service term by providing thirty (30) days written notice thereof to Merchant. Upon any termination of the service term for a Device, Merchant shall return the Device to VeriFone under Section 5(c) below, and Merchant may no longer use the Software or Services for such Device.

(b) Package Changes During Service Term. Merchant may, commencing on the one year anniversary of the start of the 36 month service term for a Device, upgrade to a different Device (in which event Merchant may be subject to an increase in fees based on the new Device subscription fee). For such upgrades, Merchant shall be required to commit to a new 36-month service term for such Device and shall be required to return the old Device in accordance with Section 5(c) below.

4.0 Point Service:

The Point Service consists of the following Software and Services. Optional Services are only provided if pricing is included for such Service in Table 1.1 above.

Software	
Secure Commerce Application	VeriFone's Secure Commerce Application is a terminal application designed for payment processing on VeriFone Devices, including credit, debit, gift and other electronic payments. The Secure Commerce Application provided shall be VeriFone's current production version, unless otherwise agreed by the parties. The Secure Commerce Application includes the following features (subject to availability; see Software Update Services): (a) NFC payment acceptance for Google and Apple Pay enabled payment VeriFone payment devices. Merchant represents and warrants that Merchant has contracted with the applicable wallet providers for acceptance and use of their services by Merchant with respect to the applicable NFC payment acceptance, to the extent and as required by such wallet provider. (b) EMV contact and contactless functionality. EMV contactless functionality is provided only for VeriFone designated card brands.
VeriShield Protect Terminal Application	VeriFone's VeriShield Protect Terminal Application provides encryption of the sensitive credit/debit card track data elements on MX and VX Devices.
Services	
Point Portal	Provides administrative access to all Point tools, reporting, configuration and rights management.
Transaction Routing Services	PAYware Connect provides transaction routing to enable various transaction types, as well as online reporting. This is a Hosted Point Service.
Estate Management Services	Snap-on will have access to VeriFone's hosted VHQ or VeriCentre service to make application configuration updates and download content per VeriFone payment device (the "Estate Management Service"). Applications subject to VHQ or VeriCentre shall be designated by VeriFone from time to time. This is a Hosted Point Service. Snap-on will be provided access to the Estate Management Service as follows: <ul style="list-style-type: none"> • Snap-on will be able to access the Estate Management Service 24 hours per day, 7 days per week, subject to the terms herein. • Snap-on will be entitled to set up its Franchisees under Snap-on's VHQ administrator account so that its Franchisees may access the Estate Management Services under such account; Snap-on is responsible for setting up and training each Franchisee with respect to its access to and use of the Estate Management Service. • VeriFone will use commercially reasonable efforts to ensure a monthly availability for the Estate Management Service at 99.8% or above. The following are not included in the availability calculation: Force Majeure events, planned maintenance, and downtime due to any acts or omission of Snap-on. • VeriFone will monitor the Estate Management Service 24/7 to ensure all systems remain operational and/or address any unforeseen issues that might occur. • VeriFone will maintain commercially reasonable disaster recovery and backup plans. • VeriFone will use commercially reasonable efforts to provide Snap-on with at least two (2) weeks' notice of any planned maintenance. In any event, Snap-on will be notified at least 24 hours in advance of any planned maintenance updates that will cause the Estate Management Service to be unavailable. • VeriFone will provide Snap-on with end user documentation for the Estate Management Service. • VeriFone is not responsible for terminal application software, terminal hardware functionality or communication infrastructure hardware or software (other than as may be separately agreed with Snap-on in writing). • Snap-on is solely responsible for enabling the features in, and setting the parameters it wishes to use for, the applications that it downloads to VeriFone payment devices using the Estate Management Service. • Snap-on is solely responsible for ensuring that it has the proper licenses and rights to the content that it downloads to VeriFone payment devices using the Estate Management Service; Snap-on warrants that Snap-on has the right to download and use such content as contemplated herein. • Snap-on is responsible for retrieving any content provided by Snap-on for the Estate Management Service prior to any expiration or termination date of this Agreement, using the portal made available to Snap-on with the Estate Management Service. VeriFone does not provide content retrieval services.
Key Loading	Provides initial key injection of VeriFone devices prior to shipment as well as access to VeriFone's remote keyloading services, at the merchant's request. The remote key loading is a Hosted Point Service. Separate fees apply for each remote key payload requested.

Data Encryption and Tokenization	Data encryption services provide encryption of the sensitive credit/debit card track data elements from the Device to the PAYware Connect gateway, at which point the data elements are decrypted and sent to the applicable processor. For VX and MX devices, the VeriShield Protect Terminal Application is installed in each Device in order to enable the encryption functionality.
Configuration, Shipment, and Deployment	VeriFone, or designated fulfillment provider, shall provide initial configuration, shipment, and deployment of all VeriFone equipment.
Help Desk	Help Desk Services are available as set forth in <u>Exhibit A-1</u> . For any Third Party Services, VeriFone may extend Help Desk Services to such Third Party Services, or the third party may provide direct support to Merchant. The support terms for such Third Party Services are available from VeriFone upon request.
Warranty and/or Repair	Buyer Protection Plan (BPP) provided for Countertop devices. Repair Services provided for mobile handheld devices.
Software Update Services	VeriFone will make available to Merchant software updates for the Software, including error corrections, feature enhancements, and other compliance and general industry regulation updates, if and when such updates are made generally available by VeriFone to its Point customers (“ Software Updates ”). Snap-on is responsible for deploying/installing Software Updates in the licensed VeriFone payment devices, including for its Franchisees. Any Software Updates provided shall be licensed to Merchant under the applicable license terms set forth in Section 2 of the Agreement. Subject to the foregoing, updates to include EMV specification changes to the Secure Commerce Application. As part of such changes, VeriFone shall provide required EMV Level 2 certifications for the Secure Commerce Application.
Priority Exchange (optional)	A replacement terminal can be expedited to the Merchant location prior to VeriFone receiving the device for which it is intended to replace. Priority Exchange Services are only available to merchants in the United States.
PCI/SAQ	PCI/SAQ Tool is a Third Party Service. Merchant will be required to accept VeriFone’s service provider’s terms of service or use when accessing PCI/SAQ.
Wireless Service	Wireless Services are included for the VX680 GPRS Device. This is a Third Party Service. See Pass Through Provisions regarding Wireless Services below.

5.0 Devices: The following shall apply to the Devices provided with the Point Service:

(a) VeriFone Property. The Devices shall remain the property of VeriFone. Merchant shall have no right, title or interest therein except as a lessee under this Agreement. Merchant shall keep all Devices free and clear from all liens, including any direct or indirect charge, encumbrance, lien, security interest, legal process or claim against the Devices.

(b) Loss and Damage. Subject to VeriFone’s obligation to provide the Services, Merchant assumes and shall bear the entire risk of loss or damage to the Devices from any use whatsoever from the date of delivery of the Devices to the Merchant site, until such Devices are returned to VeriFone. No loss or damage shall relieve Merchant from the obligation to make payments hereunder or to comply with any other obligation under this Agreement. In the event of a loss of a Device (but not damage), Merchant shall immediately notify VeriFone thereof. With respect to any lost Device, Merchant shall be obligated to pay VeriFone the non-return fee applicable to such Device as set forth in Section 1.0 above (the “**Non-Return Fee**”). If Merchant is paying by electronic payment card, upon such payment, a new or refurbished replacement Device will be shipped to Merchant. If Merchant is being invoiced, VeriFone shall invoice Merchant for the Non-Return Fee and ship Merchant a new or refurbished replacement Device. At all times payments for the Point Service for such Device shall continue in effect.

(c) Return for Deactivation/Termination. In the event a Device is deactivated or upon expiration or termination of the service term for such Device as set forth in Section 3.0 above, Merchant shall return such Device to VeriFone. If a Device is not returned within thirty (30) days of such deactivation date or expiration date, Merchant shall be obligated to pay VeriFone the Non-Return Fee such Device. If, upon return of the Device, VeriFone determines that the Device requires repair that is not covered by Services (e.g. out of scope repair services), Merchant shall be required to pay for such services, at VeriFone’s standard fees. When returning a Device an MRA # is required.

(d) Substitution/End of Life. Notwithstanding anything to the contrary herein, VeriFone reserves the right to end of life any Device. As of the end of life date, Merchant will no longer be able to place new orders for the Point Service that includes such Device. VeriFone will continue to provide the Services for such Device for the Service Term applicable thereto. However, in connection with providing such Services, VeriFone reserves the right to swap out Devices for new product to address any component supply issues.

(e) Special Power of Attorney. Merchant hereby grants to VeriFone a purchase money security interest in all Devices shipped to Merchant, as security for the performance by Merchant of all of Merchant’s obligations arising under this Agreement. VeriFone is hereby authorized by Merchant to cause this Agreement or any other statement or other instrument in respect of this Agreement showing the interest of VeriFone in the Device, including Uniform Commercial Code financing statements, to be filed and recorded, and Merchant grants to VeriFone the right to execute Merchant’s name thereto.

(f) Software License. The software included in the Device shall be licensed to Merchant under the terms of Section 2(b) of the Agreement for the service term set forth in Section 3.0 above.

6.0 Additional Warranties

(a) PAYware Connect. VeriFone warrants that, as of the Effective Date, VeriFone PAYware Connect is on the list of service providers that have been certified as compliant with the Payment Card Industry Data Security Standards (“**PCI DSS**”) established by PCI SSC. VeriFone shall seek revalidation of PAYware Connect with PCI SSC as required by PCI SSC during the term of the Agreement. As evidence of compliance, VeriFone will provide when requested, a current attestation of compliance signed by a PCI QSA (Qualified Security Assessor). In the event that the PCI DSS requirements applicable to PAYware Connect change during the term of the Agreement, VeriFone shall use commercially reasonable efforts to meet all new applicable PCI DSS requirements. In the event VeriFone is unable to obtain revalidation of PAYware Connect as required by PCI SSC or is unable to meet such new applicable PCI DSS requirements, VeriFone shall promptly notify Merchant and either party may terminate the Agreement immediately upon written notice to the other party.

(b) Devices. VeriFone warrants that: (i) as of the Effective Date, VeriFone has obtained the Payment Card Industry PIN Transaction Security (“**PCI PTS**”) approval for the Devices; and (ii) VeriFone will not ship a Device to Merchant where such Device has not received PCI-PTS approval from PCI SSC.

7.0 Effect of Expiration or Termination of the Agreement:

Upon any expiration of the Agreement or termination of the Agreement under Section 7(b) of the Agreement (except for termination by VeriFone under Section 7(b)(i) or (ii) or Section 6(a)), Merchant shall continue to use the Software and Services for each Device, and VeriFone shall continue to provide the Services for such Device, until expiration of the then current annual Service term for such Device as set forth in Section 3.0 above. Upon any termination of the Agreement under Section 7(b)(i) or (ii) of the Agreement or Section 6(a) above, Merchant's license rights in the Software and Merchant's use of and VeriFone's obligation to provide the Services shall terminate, and Merchant shall return the Devices to VeriFone as set forth in Section 5(c) above.

Merchant is responsible for retrieving any Merchant Applications and other data or content provided by Merchant for the Hosted Point Service prior to any expiration or termination date of the Agreement, using the portal made available to Merchant with the Hosted Point Service. VeriFone does not provide content or data retrieval services.

**EXHIBIT A-1
Help Desk Services**

Support Services

Merchant will be given the toll free telephone help line number to be accessed only by Merchant’s qualified technicians for help desk support, 24 hours per day, seven days per week (24/7).

Call/Problem Tracking System

Once the VeriFone Call Center receives Merchant’s report of program error, VeriFone will document the program error in its call/problem tracking system, with a unique case number, which describes the program error and has a severity level (as described in following section) assigned to it. Each case will be electronically dispatched and assigned to the appropriate resource.

Severity Levels

VeriFone will assign a severity level to each reported program error in accordance with the following criteria.

Severity	Name	Description
1	Critical	Unable to use system, critical impact on operations
2	Major	Able to use system, critical impact on operations.
3	Minor	Able to use system, operations impacted.
4	Procedural	Procedure presently available to circumvent

Response Times

The following times reflect elapsed time from initial notification to VeriFone of support requests, “hours” refer to clock hours and “days” refer to calendar days (Monday- Sunday).

Problem Classification	Initial Response	Initial Action Plan
Severity 1	Immediate or up to 1 hour	4 hours
Severity 2	Immediate or up to 2 hours	1 day
Severity 3	Immediate or up to 8 hours	3 days
Severity 4	Immediate or next day	4 days

Enhancements and Other Services

Enhancements. VeriFone may from time to time apply enhancements. VeriFone will notify Merchant when updated releases are being applied to production servers and will provide Merchant with supplemental information regarding the enhancements.

Other Services. Customization and modification services for the service are not supported or provided under this Agreement. These services shall be provided under a separate Consulting Agreement and Statement of Work at the then current consulting rates.

Obligations of Merchant

Merchant’s First Line Support. Merchant shall provide first line support to all its end users. Merchant support must screen out all problems that have causes other than the Point Service.

Primary Merchant. Merchant may not call VeriFone support on behalf of any other party.

Support Contacts. Merchant shall provide VeriFone with support contacts and any other authorized alternates who may be able to contact VeriFone support.

Term of Support Services

VeriFone shall provide the foregoing support services through the term of this Agreement. Notwithstanding the foregoing, VeriFone shall have the right to terminate the foregoing support services immediately if Merchant fails to comply with any support services terms. Upon termination of the Agreement, Merchant shall immediately discontinue any use of support services.

Paymentech

Please print clearly. If you make any corrections to your information in the Application, you **MUST** initial each change.

THIS SECTION IS FOR INTERNAL USE ONLY		Rev. NAPSTAND 11/2015
Application ID:		Sales Rep:
Rep Fax:		Rep Phone:

1. Merchant Business (Federal regulations require us to collect and retain information verifying a merchant's identity.)

A "Doing Business As" (DBA) Information

Merchant DBA Name			Date Business Started (MM/YYYY)
Address (No PO Box or Paid Mail Box)			Telephone #
City	State	Zip Code	Fax #
Name of Primary Contact		Merchant DBA Email Address	

B Legal Information (If you are an Individual/Sole Proprietor, fill in this section with your personal information)

Merchant Legal Name	State of Formation	Federal Tax ID/EIN (sole prop use SSN)
Business Type		
<input type="checkbox"/> Individual / Sole Proprietor <input type="checkbox"/> Private Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Partnership <input type="checkbox"/> Public Corporation <input type="checkbox"/> Government Agency <input type="checkbox"/> Non-Profit		

Complete this section if different from DBA Information.

Address (No PO Box or Paid Mail Box)			Telephone #
City	State	Zip Code	Fax #
Legal Email Address			

C Taxpayer Information (For help, please consult the Instructions for IRS Form W-9, which are available upon request or online at www.irs.gov)

Taxpayer Name (as shown on Merchant's income tax return)		Taxpayer Identification Number
Business Name / disregarded entity name, if different from above		
Federal tax classification		Exemptions (if any):
<input type="checkbox"/> Individual / Sole Proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited Liability Company. Enter the tax classification (C=C Corporation, S=S Corporation, P=Partnership) <input type="checkbox"/> Other		Exempt payee code
		Exemption from FATCA reporting code
Address		Requester's name and address
City	State	Zip Code
		Paymentech, LLC 14221 Dallas Parkway Dallas, Texas 75254

(Continues on next page)

2. Merchant Profile

Is your business home-based? <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes" above, where is the inventory located? <hr/> What merchandise do you sell or services do you provide? <hr/> Is your business seasonal? <input type="checkbox"/> Yes <input type="checkbox"/> No	What is your business industry type? <input type="checkbox"/> Retail <input type="checkbox"/> Restaurant <input type="checkbox"/> Lodging <input type="checkbox"/> Auto Rental <input type="checkbox"/> Cash Advance <input type="checkbox"/> Convenience Store/Gas <input type="checkbox"/> Other: <input type="checkbox"/> Internet - list all websites on which you accept payments and provide a customer service email address: www. Customer Service Email Address:
---	---

3. Reporting, Statements, Chargeback Requests, and Retrieval Requests

<p>Reporting and Statements – you may access transaction history and monthly statements online via Resource Online, or have your monthly statements emailed to you.</p> <input type="checkbox"/> Resource Online. Set up a Resource Online account and use the following email address as the user login: <input type="checkbox"/> Email Statements to the: <input type="checkbox"/> Legal email address <input type="checkbox"/> DBA email address	<p>Chargeback and Retrieval Requests</p> Mail Chargeback and Retrieval Requests to <input type="checkbox"/> Legal address <input type="checkbox"/> DBA address
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4. Sales Information

What is the estimated annual breakdown (in %) of your annual Payment Card Transactions? _____ % Via mail or phone order _____ % Payments accepted on your website _____ % Card is swiped _____ % Card is present but keyed 100 % Total	Do you ever charge a Customer on a recurring basis? <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes" above, how often will you charge? <input type="checkbox"/> 30 Days <input type="checkbox"/> 60 Days <input type="checkbox"/> 90 Days <input type="checkbox"/> Annually <input type="checkbox"/> Other: If Customers are required to pay a deposit, what % of total sale? %
--	---

5. Ownership Information

If your business is privately owned by one or more individuals (e.g. LLC, Sole Prop, Partnership, or Private Corporation),
 ➔ Complete sections A and B for the owners with the greatest % of ownership.
 ➔ All owners listed below must sign the Application and Agreement in Section 11 and 12.

If your business is a non-profit organization, publicly owned corporation, or government entity,
 ➔ Complete section C only
If an Entity/Parent Company owns your business,
 ➔ Enter name and address of the legal entity(ies) in section A or A and B
 ➔ Complete Section C.
 ➔ Substitute the parent company's Federal Tax ID for the SSN #.

A Name of Individual/Sole Proprietor or Entity/Parent Company	Percentage of Ownership: %	SSN/Federal Tax ID	
Street Address (Individual/Sole Proprietor use home address) (No PO Box or paid mailbox)			Date of Birth
City	State	Zip Code	Telephone #
Previous Address (Provide if at current/listed address less than a year) Please provide full address... Street Address, City, State, Zip			

B Name of Individual/Sole Proprietor or Entity/Parent Company	Percentage of Ownership: %	SSN/Federal Tax ID	
Street Address (Individual/Sole Proprietor use home address) (No PO Box or paid mailbox)			Date of Birth
City	State	Zip Code	Telephone #
Previous Address (Provide if at current/listed address less than a year) Please provide full address... Street Address, City, State, Zip			

(continues on next page)

C Name of Authorized Representative		Title
Street Address (Provide residential address. No PO Box or paid mailbox)		
City	State	Zip Code

Do you have any additional owners (individuals or entities) not listed above that have 10% or greater ownership, either directly or indirectly?
 Yes Owner/Officer Addendum required (Sales Representative will provide) No

Note: If an Entity/Parent Company is listed above in section 5 that has 10% or greater ownership of the applicant, please identify any owners (Individuals and/or Entities) of that Entity/Parent Company that ultimately have 10% or greater ownership in the applicant on the Additional Owner/Officer Addendum (Sales Representative will provide)

Is there anyone not listed above who has authority to make financial decisions or control company policy on behalf of your business?
 Yes Owner/Officer Addendum required (Sales Representative will provide) No

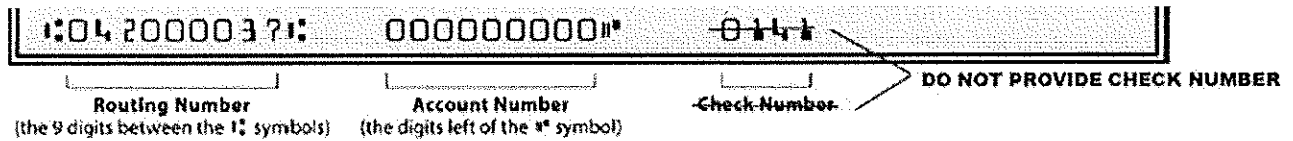
6. Funding and Account Information

The Merchant must own the bank account provided below and it shall be used by Merchant solely for business purposes and shall not be used for personal, family or household purposes. In accordance with the terms of the Agreement, Chase Paymentech may:

- deposit into this account amounts owed to Merchant by Chase Paymentech, such as proceeds from Merchant's Payment Card Transactions
- debit this account for amounts Merchant owes to Chase Paymentech associated with its Merchant account, such as fees for processing Merchant's Payment Card Transactions
- debit this account for any negative amounts presented, such as refunds, returns or Chargebacks

Merchant's Bank Account	
Name of Financial Institution	Designating this bank account for the purposes outlined above must not violate any of Merchant's organizational documents or any agreement to which the Merchant is a party.
Routing Number (always consists of 9 digits)	Account Number (number of digits will vary)
<input type="text"/>	<input type="text"/>

The image below shows where to find your Routing and Account Numbers. Do not use the internal routing number that begins with a 5.



7. Payment and Processing Information

If you have previously accepted payment cards, please include your three (3) most recent monthly processing statements.

Please check all payment methods you wish to accept: <input type="checkbox"/> Visa <input type="checkbox"/> MasterCard <input type="checkbox"/> Discover/JCB <input type="checkbox"/> American Express <input type="checkbox"/> Voyager <input type="checkbox"/> Wright Express <input type="checkbox"/> PIN Debit Current Payment Processor:	Estimated Annual Visa/MasterCard/Discover Sales Volume	\$
	Estimated Annual PIN Debit Sales Volume	\$
	Estimated Average Ticket Amount (for all card types)	\$
	Highest Transaction Amount	\$

8. American Express®

A If your American Express annual processing volume is greater than \$500,000.00, please review and complete this Section A only.
 → If you know your American Express SE #, please provide it here:
 → If you do not know your American Express SE #, or you would like to apply for one, please contact American Express directly at (855) 894 - 6570.

B If your American Express annual processing volume is, or is expected to be, \$500,000.00 or less, and you would like Chase Paymentech to request an American Express SE # on your behalf, please complete and review the information under "Information about American Express Rates and Fees" and sign the American Express Authorization.

(Continues on next page)

Information about American Express rates and fees.

Estimated Annual Sales Volume for American Express		\$	
American Express Discount Rate*	%	American Express Prepaid Discount Rate+	1.95 %
*Discount Rate. Based on Merchant's MCC, an additional per transaction fee of no more than \$0.15 may be assessed. For Merchants with a Retail, Restaurant or Travel Agency MCC, an additional 0.30% downgrade will be charged by American Express for transactions whenever a CNP or Card Not Present charge occurs.		+Prepaid Discount Rate. Based on Merchant's MCC, an additional per transaction fee of no more than \$0.30 may be assessed. Fast Food Restaurants, Independent Gas Stations, Mail Order & Internet, Restaurant and Supermarket MCCs will be assessed a Prepaid/Gift Card rate + Transaction Fee of [2.15% + \$0.05], [1.30% + \$0.12], [2.25% + \$0.20], [2.15% + \$0.05] and [0.45% + \$0.20], respectively, in lieu of the 1.95% + variable discount rate described above.	

All American Express fees are set by American Express and are subject to change by American Express. The fees set forth herein are only quotes, based upon the then-current American Express pricing guidelines, which may be modified from time to time.

If Merchant operates an internet/physical delivery, mail order/telephone order, or home-based business, Merchant will not be charged the American Express Discount Rate. Instead, Merchant will be charged a flat monthly fee of \$7.95. If Merchant is charged a flat monthly fee, for any reason, that fee will continue until Merchant's American Express volume exceeds \$4,999 in a 12-month period. At such time American Express will begin charging Merchant the applicable industry-specific American Express Discount Rate.

Except for Education merchants within MCC 7032, 8211, 8220 and 8351, an Inbound fee of 0.40% will be applied to any charge made using an American Express Card, including a Prepaid Card, issued by an issuer located outside of the United States.

American Express Authorization

By signing below, I represent that I have read and am authorized to sign and submit this application for the above entity which agrees to be bound by the American Express® Card Acceptance Agreement ("American Express Agreement"), and that all information provided herein is true, complete and accurate. I authorize Paymentech and American Express Travel Related Services Company, Inc. ("American Express") and American Express's agents and Affiliates to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies, from time to time, and disclose such information to their agents, subcontractors, Affiliates, and other parties for any purpose permitted by law. I authorize and direct Chase Paymentech and American Express and American Express's agents and Affiliates to inform me directly, or inform the entity above, about the contents of reports about me that they have requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. I also authorize American Express to use the reports on me from consumer reporting agencies for marketing and administrative purposes. I am able to read and understand the English language. Please read the American Express Privacy Statement at <http://www.americanexpress.com/privacy> to learn more about how American Express protects your privacy and how American Express uses your information. I understand that I may opt out of marketing communications by visiting this website or contacting American Express at 1-(800)-528-5200. I understand that in the event I decline to receive marketing communications from American Express, I may continue to receive messages from American Express regarding American Express Services.

I understand that upon American Express' approval of the application, the entity will be provided with the American Express Agreement and materials welcoming it either to American Express' program for Chase Paymentech to perform services for American Express or to American Express' standard Card acceptance program which has different servicing terms (e.g. different speeds of pay). I understand that if the entity does not qualify for the Chase Paymentech servicing program that the entity may be enrolled in American Express' standard Card acceptance program, and the entity may terminate the American Express Agreement. By accepting the American Express Card for the purchase of goods and/or services, or otherwise indicating its intention to be bound, the entity agrees to be bound by the American Express Agreement.

X

Signature

Print Name

Title

Date

9. Site Visit

If your business is selected for a site visit, Chase Paymentech, or a third party representing Chase Paymentech, will contact you at the number provided. You MUST assist with the site visit and Chase Paymentech MUST approve the results of the site visit.

The site visit includes, but is not limited to,

- an interview with you regarding the nature of your business, and
- photographs of your business operation.

If the site visit is not completed or the results of the site visit are not approved, Chase Paymentech may,

- decline your application for a merchant account
- withhold your funds, or
- terminate your Agreement with Chase Paymentech and close your Merchant account.

To help expedite the process, we require the following information:

Best phone # to contact you:	Preferred language: <input type="checkbox"/> English <input type="checkbox"/> Spanish <input type="checkbox"/> Other:
Best time to reach you:	

10. IRS Certification

Under penalty of perjury, I certify that:

1. The number shown on this form (Section 1C) is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest in dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined in the instructions), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions

You must cross out and initial #2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. IRS Form W-9 instructions are available upon request.

(Continues on next page)

11. Authorized Representative(s)

The first five pages of this document are the Merchant's Application to establish a Merchant account with Paymentech, LLC ("Chase Paymentech") and JPMorgan Chase Bank, N.A. ("Member"). Once submitted, the Application belongs to Chase Paymentech and Member. Any application or set up fee paid by Merchant is non-refundable. The Application is subject to approval by Chase Paymentech and Member. If the Application is approved, Chase Paymentech will establish one or more Merchant account(s). All Merchant accounts will be governed by the entire Agreement, which includes: the Application, the Terms and Conditions, Schedule A (pricing), and any amendments, supplements or modifications provided to you.

I, the undersigned, certify:

- that I am an owner, partner, officer or other authorized representative of the Merchant ("Authorized Representative"); and
- that I am duly authorized to enter into agreements on behalf of Merchant and to legally bind Merchant to such agreements.

Furthermore, by signing below as an owner of Merchant, I authorize Chase Paymentech, Member, or their designees to:

- investigate and verify personal credit and financial information about me; and
- obtain and use consumer credit reports on me from time to time in connection with establishing Merchant's account and maintaining the Agreement.

By submitting this Application and Agreement, Merchant, through the undersigned Authorized Representative:

- represents and warrants that the person submitting this Application is duly authorized to enter into agreements on behalf of Merchant and to legally bind Merchant to such agreements;
- represents and warrants that all information contained within the Application as well as any information submitted in conjunction with the Application is true, complete, and not misleading;
- represents and warrants that it owns the bank account provided in Section 6 and the account is being maintained solely for business purposes and not for personal, family or household purposes;
- represents and warrants that it has received a complete copy of the Agreement, including the Terms and Conditions for Merchant Agreement and Schedule A and agrees to be legally bound by the Agreement;
- understands that any unilateral changes to the pre-printed text of any part of the Agreement may result in Chase Paymentech declining Merchant's Application or terminating the Agreement
- agrees that Chase Paymentech, Member, or their designees, may:
 - investigate and verify the credit and financial information of Merchant; and
 - obtain credit reports on Merchant from time to time and use them in connection with establishing Merchant's account and maintaining the Agreement; and
- agrees that Member and Chase Paymentech may share credit, financial information about Merchant and Chase Paymentech.

The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding. (See Section 10 above).

Owner / Authorized Representative: Signer's name must appear in Section 5

X _____
Signature Print Name Date

Owner / Authorized Representative: Signer's name must appear in Section 5

X _____
Signature Print Name Date

12. Individual Guarantor(s)

The person(s) acting as individual guarantor(s) must have an ownership interest in Merchant and must be listed in Section 5 of this Application. As an individual(s) who agrees to be personally responsible for Merchant's account with Chase Paymentech (a "Guarantor"), I

- certify I have received and reviewed a complete copy of the Agreement, including the Application, Terms and Conditions, and Schedule A
- certify I have read the Agreement, including, without limitation, the "Personal Guaranty" section at the end of the Terms and Conditions
- agree to be bound as a Guarantor of the Merchant's obligations under the Agreement in accordance with the "Personal Guaranty" section of the Terms and Conditions
- certify that I have an ownership interest in Merchant
- agree that Chase Paymentech, Member, or their designees, may investigate and verify the credit and financial information about me and may obtain consumer credit reports on me from time to time
- agree that Chase Paymentech, Member, or their designees, may use such consumer credit reports in connection with establishing and maintaining the Merchant's account and Agreement
- agree that all business references, including financial institutions, may share my credit and financial information with Chase Paymentech

Guarantor:

X _____
Signature Print Name Date

Guarantor:

X _____
Signature Print Name Date

If any of the information provided in this Merchant Application and Agreement changes, you must promptly notify Chase Paymentech of such change(s).

Internal Use Only: Approved by Paymentech, LLC for itself and on behalf of JPMorgan Chase Bank, N.A.

Signature Title Date

TERMS AND CONDITIONS

The Terms and Conditions together with the Application, pricing Schedules A and A-1 (if applicable), and any other documents referenced herein form the legal agreement between you ("Merchant"), Paymentech, LLC ("Chase Paymentech"), and JPMorgan Chase Bank, N.A. ("Member") for processing your Payment Card Transactions. Chase Paymentech has agreed to acquire and process your Payment Card Transactions as well as pay you the amount of each Payment Card Transaction subject to the terms of this Agreement. You agree to pay us for the Services performed and to comply with the Payment Brand Rules, Security Standards, operating procedures and all applicable laws, as further described in this Agreement.

1. MERCHANT'S ACCEPTANCE OF PAYMENT CARDS.

1.1 Exclusivity.

During the term of this Agreement, Merchant *shall*:

- (a) use **exclusively** Chase Paymentech for the Services; and
- (b) submit all Transaction Data to Chase Paymentech in compliance with all specified formats and procedures.

1.2 Payment Card Acceptance Policies and Prohibitions.

Merchant *shall*:

- (a) notify Chase Paymentech, on its Application or otherwise in writing, of all of Merchant's Payment Card acceptance methods (e.g. card-present, card-not-present, recurring transactions, etc.);
- (b) accept all categories of Visa and MasterCard Payment Cards, unless Merchant has notified Chase Paymentech on its Application or otherwise in writing of Merchant's election to accept one of the following "limited acceptance" options:
 - i. Visa and MasterCard **consumer credit (but not debit) cards** and Visa and MasterCard **commercial credit and debit cards only**; or
 - ii. Visa and MasterCard **debit cards only**;
- (c) honor all foreign bank-issued Visa or MasterCard Payment Cards;
- (d) publicly display appropriate signage to indicate all Payment Cards accepted by Merchant, including any limited acceptance categories;
- (e) examine each Payment Card (credit, debit, etc.) presented at the point of sale to ensure the Payment Card is valid, has not expired and that the Customer's signature on the Transaction Receipt corresponds to the authorized signature on the back of the Payment Card;
- (f) in situations where the Payment Card is not physically presented to Merchant at the point of sale (e.g. on-line, mail order, telephone order, pre-authorized, or recurring transactions), have appropriate procedures in place to ensure that each Transaction is made only to the Customer;
- (g) provide the Customer with a Transaction Receipt for each Transaction. All Transaction Receipts must conform to Payment Brand Rules; and
- (h) prominently and clearly inform Customers of its identity so that the Customer can distinguish Merchant.

Except to the extent permitted by law or the Payment Brand Rules, Merchant *shall not*:

- (i) set a dollar amount above or below which Merchant refuses to honor otherwise valid Payment Cards;
- (j) issue a Refund in cash or a cash equivalent (e.g. checks) for any Transaction originally conducted using a Payment Card;
- (k) request or use a Payment Card account number for any purpose other than to process a payment for goods or services sold; or
- (l) add any tax or surcharge to a Transaction; if any tax or surcharge amount is imposed, Merchant must have notified Paymentech and the Payment Brands at least thirty days before, such amount must be included in the Transaction amount, shall not be collected separately, and Merchant's surcharging practices must comply with applicable laws and Payment Brand Rules.

Merchant *shall not*:

- (m) require a Customer to complete a postcard or similar device that includes Payment Instrument Information in plain view when mailed;
- (n) require the Customer to pay the fees payable by Merchant under this Agreement;
- (o) split a single Transaction into two or more Transactions to avoid or circumvent authorization limits or monitoring programs; and
- (p) accept Payment Cards for the purchase of scrip, as defined by the Payment Brand Rules.

Merchant *may*:

- (q) request or encourage a Customer to use a Payment Card other than the Payment Card initially presented by the Customer, unless prohibited by the Payment Brand Rules or applicable law

1.3 Payment Brand Rules.

Merchant agrees to comply with:

- (a) all applicable Payment Brand Rules in effect from time to time; and
- (b) such other procedures as Chase Paymentech may from time to time prescribe for the creation or transmission of Transaction Data.

1.4 Requirements for Certain Transactions.

Merchant represents and warrants that each Transaction:

- (a) represents payment for or Refund of a bona fide sale or lease of the goods, services, or both, which Merchant has the legal right to sell and which is provided by Merchant in the ordinary course of its business, as represented in its Application;
- (b) is not submitted on behalf of a third party;
- (c) represents a current obligation of the Customer solely for the amount of the Transaction;
- (d) does not represent the collection of a dishonored check or the collection or refinancing of an existing debt;
- (e) represents goods that have been provided or shipped, or services that have actually been rendered, to the Customer;
- (f) is free from any material alteration not authorized by the Customer;

- (g) or the amount thereof, is not subject to any dispute, setoff, or counterclaim;
- (h) if such Transaction represents a credit to a Customer's Payment Card, is a Refund for a Transaction previously submitted to Chase Paymentech; and
- (i) complies with the terms of this Agreement, applicable laws and all applicable Payment Brand Rules.

Furthermore, Merchant represents and warrants that Merchant has *not*

- (j) disbursed or advanced any cash to the Customer (except as authorized by the Payment Brand Rules) for itself or to any of its representatives, agents, or employees in connection with the Transaction;
- (k) accepted payment for effecting credits to a Customer or a Customer's Payment Card;
- (l) made any representation or agreement for the issuance of Refunds except as stated in Merchant's Refund Policy;
- (m) been provided with any information that would lead Merchant to believe that the enforceability or collectibility of the Transaction is in any manner impaired; and
- (n) submitted any Transaction that Merchant knows or should have known to be either fraudulent, illegal, damaging to the Payment Brand(s), not authorized by the Customer, or otherwise in violation of any provision of this Agreement, applicable law, or Payment Brand Rules.

For Transactions stemming from recurring billing, installment plans, deferred payment plans, or prepayment plans, Merchant shall:

- (o) obtain permission from Chase Paymentech prior to submitting such Transactions for processing under this Agreement;
- (p) for approved prepayments, advise the Customer:
 - i. that payment is being made in advance of the shipment or provision of goods or services; and
 - ii. the time when shipment or provision of the goods or services is expected;
- (q) obtain the Customer's consent to periodically charge the Customer's Payment Card on a recurring or periodic basis for the goods or services purchased, and:
 - i. retain this permission for the duration of the recurring services and provide it upon request to Chase Paymentech or the issuing bank of the Customer's Payment Card; and
 - ii. retain written documentation specifying the frequency of the recurring charge and the duration of time during which such charges may be made;
- (r) prepare and submit for processing separate Transaction Data for each recurring, installment, or deferred payment only on the dates the Customer agreed to be charged and include in the Transaction Data the electronic indicator that the Transaction is a recurring one; and
- (s) not submit such Transactions after receiving:
 - i. a cancellation notice from the Customer; or
 - ii. notice from Chase Paymentech or any Payment Brand (via authorization code or otherwise) that the Payment Card is not to be honored.

2. AUTHORIZATIONS. Merchant is required to obtain an authorization code through Chase Paymentech for each Transaction. Chase Paymentech reserves the right to refuse to process any Transaction Data presented by Merchant unless it includes a proper authorization. If required by the Payment Brand Rules, each authorization request must include the Payment Card's expiration date.

Merchant acknowledges:

- (a) that authorization of a Transaction indicates only that the Payment Card contains a valid account number and has an available balance sufficient for the amount of the Transaction; and
- (b) that authorization of a Transaction does not constitute a representation from Chase Paymentech, a Payment Brand, or a card issuing bank that a particular Transaction is, in fact, valid or undisputed by the actual Customer.

3. REFUND AND ADJUSTMENT POLICIES AND PROCEDURES; PRIVACY POLICIES.

3.1 Refund Policy. Chase Paymentech reserves the right to refuse to process any Transaction made subject to a Refund Policy of which Chase Paymentech has not been notified in advance.

Merchant shall:

- (a) maintain a Refund Policy (e.g. "NO REFUNDS", "REFUNDS WITH ORIGINAL RECEIPT WITHIN 30 DAYS OF ORIGINAL SALE") in accordance with the Payment Brand Rules;
- (b) disclose all Refund Policies to Chase Paymentech and to Merchant's Customers; and
- (c) submit to Chase Paymentech, in writing, any material change in Merchant's Refund Policy not less than 14 days prior to the effective date of such change.

3.2 Procedure for Refund Transactions.

If Merchant allows a Refund, Merchant shall:

- (a) prepare and deliver to Chase Paymentech Transaction Data reflecting any such Refund within three (3) days of approving the Customer's request for such Refund;
- (b) not permit the amount of a Refund to exceed the amount shown as the total on the original Transaction Receipt except by the exact amount required to reimburse the Customer for shipping charges that the Customer paid to return merchandise;
- (c) not accept any payment from a Customer as consideration for issuing a Refund; and
- (d) not give cash (or cash equivalent) refunds to a Customer in connection with a Transaction, unless required by law or permitted by the Payment Brand Rules.

3.3 Customer Data Protection Policies for Ecommerce Merchants.

If Merchant operates an electronic commerce website through which Transactions are generated, in addition to any requirements otherwise set forth in this Agreement, Merchant shall:

- (a) display the following on each electronic commerce website:
 - i. Merchant's name and the name that will appear on the Customer's Payment Card statement
 - ii. its Customer data privacy policy;
 - iii. a description of its security capabilities and policy for transmission of Payment Instrument Information; and
 - iv. the address of Merchant's fixed place of business (regardless of website or server locations); and
- (b) offer its Customers a data protection method such as 3-D Secure or Secure Sockets Layer (SSL).

4. SETTLEMENT.

4.1 Submitting Transaction Data. If Merchant fails to send Transaction Data to Chase Paymentech within one (1) business day after the day of the Transaction, higher interchange fees, additional costs, and increased Chargebacks could occur. Chase Paymentech may from time to time contact Customers to verify that they have received goods or services for which Transactions have been submitted. Chase Paymentech reserves the right to refuse to process any Transaction Data presented by Merchant if Chase Paymentech believes that the Transaction amount cannot be collected from the Customer or was prepared in violation of any provision of this Agreement, applicable law, or the Payment Brand Rules.

4.2 Merchant's Settlement Account. In order to receive funds from Chase Paymentech, Merchant must designate (via the Application or otherwise) and maintain one or more bank account(s) at a bank that is a member of the Automated Clearing House system or the Federal Reserve wire system. All such designated bank accounts are collectively referred to herein as "Settlement Account". Merchant's Settlement Account must be established and maintained solely for business purposes and shall not be used for personal, family or household purposes. Chase Paymentech will not be liable for any delays in receipt of funds or errors in Settlement Account entries caused by third parties, including, without limitation, delays or errors by the Payment Brands or Merchant's bank.

During the term of this Agreement, and thereafter until Chase Paymentech notifies Merchant that all amounts due from Merchant under this Agreement have been paid in full, Merchant:

- (a) **shall not** close its Settlement Account without giving Chase Paymentech at least five (5) days' prior written notice and substituting another Settlement Account;
- (b) is solely liable for all fees, costs, and overdrafts associated with the Settlement Account; and
- (c) authorizes Chase Paymentech, or its authorized agent(s) to initiate electronic credit and debit entries and adjustments to the Settlement Account, or any other bank account designated by Merchant in writing, at any time without regard to the source of any monies in the Settlement Account.

4.3 Conveyed Transactions. Conveyed Transactions are Transactions that Merchant submits to Chase Paymentech, but which are then conveyed to one or more third parties or Payment Brands for settlement and funding directly by them to Merchant (e.g. American Express Transactions). For Conveyed Transactions Merchant must have a valid agreement in effect with the applicable third party or Payment Brand. Payment of proceeds due Merchant for Conveyed Transactions will be governed by such agreement, and Chase Paymentech does not bear any responsibility or liability for performing or failing to perform any term, condition, or covenant under Merchant's agreement with any third party concerning Conveyed Transactions, including, without limitation, the funding and settlement of Merchant's Conveyed Transactions. If Merchant submits Conveyed Transactions to Chase Paymentech and Merchant does not have a valid agreement with the applicable third party or Payment Brand, Chase Paymentech may, but is not obligated to, convey such Transaction Data to the applicable third party or Payment Brand and to share with them information about Merchant (from the Application or otherwise) as may be required to approve Merchant's acceptance of the Conveyed Transaction.

4.4 Funding Merchant for Settled Transactions. Subject to Section 4.3, for all Transactions, Chase Paymentech will submit Merchant's Transaction Data to the applicable Payment Brand. Promptly after Chase Paymentech receives funds for Settled Transactions from the Payment Brands, Chase Paymentech will provisionally fund Merchant's Settlement Account.

The dollar amount payable to Merchant for Settled Transactions will be equal to the amount submitted by Merchant in connection with its sale Transactions **minus** the sum of the following:

- (a) all fees, charges, and other amounts described on Schedule A or that Merchant has otherwise agreed to pay;
- (b) all Refund Transactions and Chargebacks;
- (c) all Reserve Account amounts (as defined in Section 4.6); and
- (d) all fees, charges, fines, assessments, penalties, or other liabilities (and all related costs and expenses incurred by Chase Paymentech) that may be imposed on Chase Paymentech or Member from time to time by the Payment Brands.

In the event Chase Paymentech does not deduct amounts owed by Merchant from Merchant's proceeds when such amounts are due and payable, Merchant agrees to pay all such amounts to Chase Paymentech immediately without any deduction or offset. Chase Paymentech may debit Merchant's Settlement Account for any such amounts.

4.5 Negative Amounts. Merchant shall maintain sufficient funds in the Settlement Account to prevent the occurrence of a negative balance. In the event that the proceeds from Merchant's Settled Transactions or the balance of Merchant's Settlement Account are not sufficient to pay amounts due from Merchant under this Agreement, Chase Paymentech may, in addition to any other rights and remedies under this Agreement, pursue any one or more of the following:

- (a) demand and receive immediate payment for such amounts;
- (b) debit the Settlement Account for the amount of the negative balance;
- (c) apply funds held in the Reserve Account against the negative amount; or
- (d) withhold all or some of Merchant's Settlement funds and apply them against the negative amount.

4.6 Reserve Account. To protect itself against Anticipated Risks arising out of or relating to Merchant's acceptance of Payment Instruments, Chase Paymentech may, from time to time, temporarily suspend or delay payment to Merchant of amounts due under this Agreement, or designate an amount of funds that Paymentech must maintain, and establish an account with such funds (the "Reserve Account").

Anticipated Risks include, but are not limited to, risks associated with:

- (a) a material breach of the Agreement by Merchant;
- (b) providing Services to Merchant in light of Merchant's financial condition or payment history with creditors;
- (c) Chargebacks;
- (d) Refunds;
- (e) unshipped goods or unfulfilled services;
- (f) fines, fees, or penalties assessed or reasonably anticipated to be assessed against Chase Paymentech or Member by any of the Payment Brands arising out of or relating to Merchant's:
 - i. acceptance of Payment Cards;
 - ii. acts or omissions;
 - iii. Chargebacks; or
 - iv. failure to comply with the Payment Brand Rules or Security Standards
- (g) Merchant's failure to respond to an inquiry, or request for information, from Paymentech, Member or the Payment Brands;
- (h) objections or concerns expressed by a Payment Brand that makes it unduly burdensome, impractical or risky to continue processing Merchant's Transactions; and
- (i) all anticipated trailing activity arising from Merchant's Transactions after termination of this Agreement.

The Reserve Account:

- (j) shall contain sufficient funds to cover:
 - i. any unbilled processing costs; and
 - ii. Chase Paymentech's estimated exposure based on Anticipated Risks;
- (k) may be funded in the same manner as provided for negative balances in Section 4.5(a) – (d);
- (l) will be held and controlled by Chase Paymentech (and funds therein may be comingled with other funds); and
- (m) will not bear interest.

Upon the establishment of a Reserve Account, Merchant shall:

- (n) irrevocably grant to Chase Paymentech a security interest in any interest Merchant may now have or later acquire in any and all funds, together with the proceeds thereof, that may at any time be in the Reserve Account and that would otherwise be payable to Merchant pursuant to the terms of this Agreement; and
- (o) execute and deliver to Chase Paymentech such instruments and documents that Chase Paymentech may reasonably request to perfect and confirm the security interest in the Reserve Account funds.

Chase Paymentech:

- (p) may (but is not required to) apply funds in the Reserve Account toward, and set off any funds that would otherwise be payable to Merchant against, the satisfaction of any amounts which are or may become due from Merchant pursuant to this Agreement; and
- (q) will pay to Merchant any funds remaining in the Reserve Account after Merchant:
 - i. satisfies all of its obligations under this Agreement; and
 - ii. executes all documents reasonably requested by Chase Paymentech in connection with the return of any Reserve Account funds.

5. ACCOUNTING.

5.1 Statements and Reporting. Chase Paymentech will supply a detailed statement (or online access thereto) reflecting the activity of Merchant's account(s). If Merchant accesses account statements via the internet, Merchant must ensure that such online access is secure.

5.2 Adjustments. If Merchant believes any adjustments should be made to its Settlement Account, Merchant must notify Chase Paymentech in writing within 90 days after any such adjustment is or should have been made. Chase Paymentech has no obligation to research or affect changes to Merchant's Settlement Account which are not brought to Chase Paymentech's attention within 90 days after Merchant received its activity statement.

6. RETRIEVAL REQUESTS. A Retrieval Request is a request for information by a Customer or Payment Brand relating to a claim or complaint concerning a Transaction submitted by Merchant. Because a Retrieval Request requires Merchant to provide Chase Paymentech with specific Transaction information, Merchant must store and retain Transaction Data and Transaction Receipts, but must do so solely in compliance with the Payment Brand Rules and the Security Standards. Merchant acknowledges that failure to fulfill a Retrieval Request timely and in accordance with Payment Brand Rules may result in an irreversible Chargeback. If Chase Paymentech receives a Retrieval Request, Chase Paymentech will forward the same to Merchant.

Upon receiving a Retrieval Request, Merchant shall:

- (a) respond to the Retrieval Request within the time frame provided; and
- (b) include with Merchant's response the following documentation:
 - i. a written resolution of Merchant's investigation of the Retrieval Request; and
 - ii. legible copies of any supporting documentation requested or required by the Retrieval Request.

7. CHARGEBACKS.

7.1 Chargeback Reasons. Merchant is liable for all Chargebacks. Some of the most common reasons for Chargebacks include:

- (a) Merchant fails to issue a Refund to a Customer after the Customer returns or does not receive goods or services;

- (b) Merchant did not obtain an authorization/approval code, as required under Section 2;
- (c) The Transaction Data was prepared incorrectly or fraudulently;
- (d) Chase Paymentech did not receive Merchant's response to a Retrieval Request in accordance with Section 6;
- (e) The Customer disputes the Transaction or the authenticity of the signature on the Transaction Receipt, or claims that the Transaction is subject to a set-off, defense, or counterclaim;
- (f) The Customer refuses to make payment for a Transaction because, in the Customer's opinion, a claim or complaint has not been resolved or has been resolved in an unsatisfactory manner; and
- (g) The Customer disputes making the Transaction and the Payment Card was not physically presented at the time of the Transaction. In this case Merchant acknowledges that if the Merchant does not have an electronic record or physical imprint of the Payment Card, the Payment Brand Rules may not allow the Merchant to challenge the Chargeback.

7.2 Responding to Chargebacks. If Merchant has reason to dispute or respond to a Chargeback, then Merchant must do so by the date provided on the applicable Chargeback notice. If Merchant misses the Chargeback due date, Chase Paymentech has no obligation to investigate or attempt to obtain a reversal or other adjustment to any Chargeback on Merchant's behalf. Upon receiving a Chargeback, Merchant may resubmit the applicable Transaction Data for a second presentment if permitted by the Payment Brand Rules.

7.3 Excessive Chargebacks. If Merchant is receiving an excessive amount of Chargebacks, in addition to Chase Paymentech's other remedies under this Agreement, Chase Paymentech may do any one or more of the following:

- (a) review Merchant's internal procedures relating to acceptance of Payment Cards and notify Merchant of new procedures Merchant should adopt in order to avoid future Chargebacks;
- (b) notify Merchant of a new rate Chase Paymentech will charge to process Merchant's Chargebacks;
- (c) require Merchant to replace any magnetic-strip-only point of sale terminal or electronic cash registered with an EMV chip-capable terminal, if required under the Payment Brand Rules
- (d) establish a Reserve Account; or
- (e) terminate the Agreement in accordance with Section 10.3.

Merchant understands that having excessive Chargebacks may result in assessments, fines, fees, and penalties by the Payment Brands. Merchant agrees to reimburse Chase Paymentech immediately for any such assessments, fines, fees, and penalties imposed on Chase Paymentech or the Member and any related loss, cost, or expense incurred by Chase Paymentech or the Member.

8. DISPLAY OF PAYMENT BRAND MARKS. Payment Brand Marks are the brands, emblems, trademarks, and logos that identify a Payment Brand. Merchant has no ownership rights in the Payment Brand Marks and cannot assign its right to use the Payment Brand Marks under this Agreement to any third party.

Merchant shall:

- (a) use the Payment Brand Marks only as expressly permitted by the Payment Brand Rules;
- (b) use the Payment Brand Marks only to promote the services covered by the Marks;
- (c) **not** use the Payment Brand Marks in any way that could cause Customers to believe that the goods or services offered by Merchant are sponsored, endorsed, or guaranteed by Chase Paymentech, Member or the Payment Brands; and
- (d) cease using the Payment Brand Marks when this Agreement terminates.

9. FEES AND ADJUSTMENTS; CHASE TRANSACTIONS.

9.1 Schedule A. Merchant:

- (a) shall pay all applicable fees for all Transactions, which are calculated and payable pursuant to this Agreement and which may be adjusted from time to time in accordance with Section 9.2;
- (b) acknowledges that the fees payable under this Agreement and stated in Schedule A:
 - i. are based upon Merchant's annual volume, average Transaction size, and other information provided by Merchant or contained in this Agreement;
 - ii. are based upon the assumption that Merchant's Transactions will qualify for certain interchange rates as determined in each case by the applicable Payment Brand; If any of Merchant's Transactions fail to qualify for such interchange rates, Chase Paymentech will process each such Transaction at the applicable interchange rate determined by the applicable Payment Brand; and
 - iii. will be rounded up to the next full cent to the extent they contain a fraction of a cent; and
- (c) is solely responsible for all communication expenses required to facilitate the transmission of all Transaction Data to Chase Paymentech.

9.2 Adjustments. The fees owed by Merchant under this Agreement (under Schedule A or any additional pricing supplement) may be adjusted at any time:

- (a) with thirty (30) days' prior written notice;
- (b) to reflect increases in interchange, assessments, or other Payment Brand fees;
- (c) to reflect additional fees imposed by the Payment Brands; or
- (d) to reflect increases in, or additions to, third party fees.

All adjustments hereunder will be effective either upon the date set forth in the written notice or upon the date the corresponding increase or additional fee is implemented by the Payment Brand or third party provider.

9.3 Chase Transactions. If, and only if, Schedule A attached to this Agreement sets forth the fees specifically for Chase Transactions, then, in addition to all other obligations under this Agreement, the following apply:

- (a) the parties agree that Paymentech and Member will treat Merchant's qualifying Chase Card transactions as Chase Transactions, and the provisions of this Agreement governing Chase Transactions shall apply. The parties acknowledge and agree that only those transactions that conform to the Chase Merchant Services Specifications will qualify as Chase Transactions;
- (b) Merchant acknowledges receipt of, or access to, the Chase Requirements and agrees to abide by the Chase Requirements. The Chase Requirements are confidential and Merchant may not disclose the Chase Requirements to any third party without the prior written consent of Paymentech and Member; and
- (c) the amounts due for Chase Transactions are set forth on Schedule A attached hereto.

10. TERM AND TERMINATION.

10.1 Term. This Agreement starts on the day it is accepted and agreed to by Chase Paymentech (the "Effective Date"). This Agreement will continue in full force and effect until it is terminated by Merchant under Section 10.2, or by Chase Paymentech under Section 10.3.

10.2 Merchant Termination. Subject to the terms of this Section 10.2, Merchant may terminate this Agreement at any time by giving thirty (30) days' prior notice to Chase Paymentech.

PLEASE READ THIS PROVISION CAREFULLY. IT APPLIES DURING THE FIRST 24 MONTHS IF: MERCHANT (A) TERMINATES THIS AGREEMENT, OR (B) FAILS TO MAINTAIN AN ACTIVE ACCOUNT; AND MERCHANT RECEIVED A PROMOTIONAL CONSIDERATION FROM CHASE PAYMENTECH.

Merchant may be obligated to repay all, or a prorated portion of, any Promotional Consideration Merchant received when it signed up with Chase Paymentech. A Promotional Consideration is:

- (a) a signing bonus;
- (b) a free point of sale terminal or other equipment;
- (c) the waiver of any applicable fees; or
- (d) any other item of value, which was extended to Merchant in consideration of entering into this Agreement.

In the event Merchant's repayment of the Promotional Consideration is limited by applicable law, the amount owed to Chase Paymentech is limited to the maximum amount permitted under applicable law. Any amount owed to Chase Paymentech under this Section 10.2 or Section 10.4 will be funded in the same manner as provided for negative balances in Section 4.5.

10.3 Chase Paymentech Termination. Chase Paymentech may terminate this Agreement at any time by giving thirty (30) days' prior notice to Merchant. Furthermore, Chase Paymentech may terminate this Agreement *immediately* if:

- (a) Merchant is determined to have excessive Chargebacks;
- (b) Chase Paymentech determines, in its reasonable discretion, that Merchant's Transactions present increased or excessive Anticipated Risks;
- (c) any representation or warranty in the Agreement, including the Application or Schedule A, is determined to be incorrect in any respect when made or deemed to be made;
- (d) Merchant fails to comply with any term, covenant, condition, or agreement contained in this Agreement;
- (e) a case or other proceeding is commenced by or against Merchant in any court of competent jurisdiction seeking relief under the Bankruptcy Code or under any other laws, domestic or foreign, relating to bankruptcy, insolvency, reorganization, winding up, or adjustment of debts, the appointment of a trustee, receiver, custodian, liquidator, or the like of Merchant, or of all or any substantial part of the assets, domestic or foreign, of Merchant, and such case or proceeding continues undismissed or unstayed for a period of 60 consecutive days, or an order granting the relief requested in such case or proceeding against Merchant (including, without limitation, an order for relief under the Bankruptcy Code) is entered;
- (f) Chase Paymentech, in its reasonable discretion, deems Merchant to be financially insecure;
- (g) any Payment Brand:
 - i. notifies Chase Paymentech or Member that it is no longer willing to accept Merchant's Transaction Data; or
 - ii. requires Chase Paymentech or Member to terminate or limit this Agreement or Merchant's ability to accept Payment Cards from Customers;
- (h) Merchant or any person owning or controlling Merchant's business is listed in one or more databases of terminated or high risk merchants maintained by the Payment Brands; or
- (i) Merchant engages in conduct that
 - i. creates or could tend to create harm or loss to the goodwill of any Payment Brand, Chase Paymentech, or Member; or
 - ii. causes Paymentech or Member to violate the Payment Brand Rules or applicable law; or
 - iii. results in Paymentech's, Member's, or Merchant's participation in a risk-based program under the Payment Brand Rules.

If this Agreement is terminated by Chase Paymentech, Merchant acknowledges that Chase Paymentech may be required to report Merchant's business name, and information about its principals, to the Payment Brands, and Merchant expressly agrees and consents to such reporting.

10.4 Active Account. Merchant's account will be considered "Active" as long as Merchant continues to make on-time payments of all amounts owed under the Agreement. But, if Merchant goes more than 90 consecutive days without making an on-time payment of amounts due under the Agreement, Chase Paymentech *may*:

- (a) consider the Merchant's account as *not* Active;
- (b) terminate this Agreement immediately; and
- (c) subject to Section 10.2, collect all or a prorated portion of any Promotional Consideration.

10.5 Post Termination. The termination of this Agreement will not affect either party's rights or obligations with respect to Transactions submitted prior to termination. Therefore, the provisions governing processing and settlement of Transactions, all related adjustments, fees, and other amounts due from

Merchant, and the resolution of any related Chargebacks, disputes, or other issues involving Transactions, will continue to apply for all Transactions made prior to termination.

Upon termination of this Agreement, Merchant shall:

- (a) continue to be responsible for all Chargebacks, fees, fines, assessments, credits, and adjustments resulting from Transactions processed pursuant to this Agreement before termination; and
- (b) be responsible for all amounts then due or which thereafter may become due to Chase Paymentech or Member under this Agreement.

Upon termination or notice of termination of this Agreement, Paymentech may, in its sole discretion and without waiving any of its rights or remedies under this Agreement:

- (a) establish a Reserve Account; and
- (b) process Transaction Data submitted by Merchant after termination in accordance with and subject to all of the terms of this Agreement.

11. INDEMNIFICATION. Merchant agrees to indemnify Chase Paymentech, Member, the Payment Brands, and their respective affiliates, officers, directors, employees, agents, and sponsoring banks from any losses, liabilities, and damages of any and every kind (including, without limitation, Chase Paymentech's costs, expenses, and reasonable attorneys' fees) arising out of or related to:

- (a) Chase Paymentech's reliance on the information provided by Merchant, or Merchant's Authorized Representative, on the Application or in conjunction with the Application (including any information with respect to Merchant's financial condition);
- (b) any assessment, fine, or penalty imposed on Chase Paymentech or the Member, and any related loss, cost, or expense incurred by Chase Paymentech or the Member; and
- (c) any claim, complaint, or Chargeback:
 - i. made or claimed by a Customer with respect to any Transaction or Transaction Data submitted by Merchant;
 - ii. caused by Merchant's noncompliance with this Agreement, applicable law, or the Payment Brand Rules (including, without limitation, any breach of a representation or warranty made by Merchant or Merchant's failure to comply with the Security Standards);
 - iii. resulting from any voluntary or involuntary bankruptcy or insolvency proceeding by or against Merchant; or
 - iv. related to Chase Paymentech's reporting of Merchant, or any person owning or controlling Merchant's business, to the Payment Brands for inclusion in one or more databases of terminated or high risk merchants maintained by the Payment Brands.

The indemnification provided for in this Section does not apply to any claim or complaint to the extent it is caused by Chase Paymentech's own gross negligence or willful misconduct. The indemnification provided for in this Section shall survive termination and is subject to the limitation of liability set forth in Section 14.

12. TRANSACTION DATA, PAYMENT CARD INFORMATION AND PAYMENT CARD INDUSTRY COMPLIANCE.

Merchant acknowledges that its:

- (a) failure, or the failure of any of its Service Providers, to comply with the Payment Brand Rules, including the Security Standards, or the compromise of any of Transaction Data or Payment Card Information (whether such Payment Card Information is under the control of Merchant or its Service Provider) may result in assessments, fines, and penalties by the Payment Brands and termination of this Agreement; and
- (b) use of any fraud mitigation or security enhancement solution (e.g. an encryption product or service), whether provided to Merchant by Chase Paymentech or a third party, in no way limits Merchant's obligation to comply with the Security Standards or Merchant's liabilities set forth in this Agreement.

Merchant shall not:

- (c) disclose Payment Card Information, except:
 - i. to select employees, agents, and contractors on a "need to know" basis, solely for the purpose of assisting Merchant in completing a Transaction or otherwise complying with this Agreement; or
 - ii. as specifically required by the Security Standards, Payment Brand Rules, applicable law, or government/regulatory demand;
- (d) use Payment Card Information, except:
 - i. to complete a Transaction; or
 - ii. as specifically permitted by this Agreement, the Security Standards, Payment Brand Rules, or applicable law; and
- (e) sell, transfer, or disclose to third parties any materials that contain Transaction Data or Payment Card Information in the event of Merchant's failure, including bankruptcy, insolvency, or other suspension of business operations.

Merchant shall:

- (f) comply with the Security Standards, Payment Brand Rules, and all applicable laws relating to the security, storage, and disclosure of Transaction Data and Payment Card Information;
- (g) provide Chase Paymentech, upon its request, with all tests, scans, and assessments evidencing Merchant's compliance with the Security Standards, Payment Brand Rules, and applicable laws;
- (h) store and discard Transaction Data, Payment Card Information, and all media containing Payment Card Information in compliance with Payment Brand Rules and Security Standards;
- (i) notify Chase Paymentech immediately if Merchant determines or suspects that Transaction Data or Payment Card Information has been compromised and assist Chase Paymentech in providing notification to all interested parties as may be required by law or Payment Brand Rules, or as Chase Paymentech otherwise reasonably deems necessary;
- (j) notify Chase Paymentech immediately of its use of any Service Provider and Payment Application;
- (k) ensure that all Service Providers and Payment Applications used by Merchant:
 - i. comply with the Security Standards;
 - ii. are recognized by the Payment Brands as being compliant with the Security Standards; and

- iii. are registered with each applicable Payment Brand as a third party service provider for a Paymentech customer.
- (l) provide, or cause its Service Provider to provide, Paymentech with the information it needs to register the Service Provider with the Payment Brands;
- (m) cause its Service Provider to cooperate with Paymentech in completing registration with the Payment Brands;
- (n) pay, or cause its Service Provider to pay, all amounts required by the Payment Brands to register the Service Provider;
- (o) ensure that all EMV chip-capable terminals used by Merchant appear on the EMV co-approved terminal list maintained by the Payment Brands;
- (p) reimburse Chase Paymentech immediately for any assessment, fine, or penalty imposed on Chase Paymentech or the Member and any related loss, cost, or expense incurred by Chase Paymentech or the Member related to or arising from Merchant's acceptance of Payment Cards;
- (q) cooperate with, and cause all applicable Service Providers to cooperate with, any forensic examination or other audit required by the Payment Brands, Chase Paymentech or Member because of a Data Compromise Event;
- (r) pay for all costs and expenses related to a forensic examination or other audit required by the Payment Brands, Chase Paymentech, or Member (including all of Chase Paymentech's reasonable attorneys' fees and other costs related to the forensic exam or audit);
- (s) take all actions necessary to achieve and maintain compliance in accordance with the results of, and in the time frame set forth in, a forensic examination or audit report from Chase Paymentech, the Payment Brands, or Member; and
- (t) upon request, return all materials that contain Transaction Data or Payment Card Information to Chase Paymentech or provide Chase Paymentech with acceptable proof of its destruction.

Chase Paymentech may:

- (u) share Merchant's financial information, information related to Merchant's Transactions, and other information provided by Merchant with Chase Paymentech's affiliates and the Payment Brands;
- (v) use or disclose information related to Merchant's Transactions:
 - i. as necessary to process Merchant's Transactions or otherwise provide Services and maintain Merchant's account pursuant to this Agreement;
 - ii. to detect prevent, reduce, or otherwise address fraud, security, or technical issues;
 - iii. to enhance or improve Chase Paymentech's products and Services generally; or
 - iv. as required or permitted by the Payment Brands or applicable law;
- (w) prepare, use, or share with third parties, aggregated, non-personally identifiable information derived from Transaction Data of all of Chase Paymentech's customers or specific segments of Chase Paymentech's customers;
- (x) require, in its sole discretion, or based on information provided by the Payment Brands, a forensic examination of Merchant or Merchant's Service Providers due to a Data Compromise Event or suspected event;
- (y) require Merchant or Merchant's Service Provider to engage a forensic examiner in order to expedite the investigation of the Data Compromise Event or suspected event. Alternatively, Chase Paymentech may engage a forensic examiner on Merchant's or Merchant's Service Provider's behalf; and
- (z) investigate a Data Compromise Event of Merchant, if permitted under the Payment Brand Rules.

13. INFORMATION ABOUT MERCHANT AND MERCHANT'S BUSINESS.

13.1 Additional Financial Information. Upon five (5) days' written notice at any time, Merchant, and each Guarantor (if any), agrees to furnish to Chase Paymentech all financial statements and information as Chase Paymentech may reasonably request. Merchant's and each Guarantor's signature on this Agreement authorizes Chase Paymentech to perform any credit check deemed necessary with respect to Merchant and each Guarantor, as applicable.

13.2 Audit Rights; Site Visit; Website Inspection. With prior notice and during Merchant's normal business hours, Chase Paymentech's duly authorized representatives may visit Merchant's business premises and may examine Merchant's books and records that pertain to Merchant's Transactions or Merchant's compliance with this Agreement. Furthermore, Merchant may be contacted by Chase Paymentech or a third party contracted by Chase Paymentech who will need to gain access to Merchant's business operation to perform a site visit and inspection (the "Site Visit") in compliance with Payment Brand Rules. The Site Visit will include, among other things, an interview with Merchant regarding the nature of Merchant's business, as well as photographs of Merchant's business operation. If Merchant is unavailable for the Site Visit as scheduled, Chase Paymentech may suspend the settlement of Merchant's Transactions until a Site Visit can be completed and approved by Chase Paymentech. If Merchant operates an ecommerce website, Chase Paymentech is obligated under the Payment Brand Rules to investigate the contents of such website, either directly or through review of screen shots presented to Chase Paymentech by Merchant (the "Website Inspection"). Chase Paymentech may suspend the settlement of Merchant's Transactions until a Website Inspection can be completed and approved by Chase Paymentech. In the event that Merchant fails to reasonably cooperate with the required Site Visit or Website Inspection, or in the event the results of the Site Visit or the Website Inspection are not approved by Chase Paymentech, Chase Paymentech may terminate this Agreement immediately upon notice to Merchant.

13.3 Notification to Chase Paymentech of Merchant's Changes.

- (a) Merchant agrees to provide Chase Paymentech at least 30 days' prior written notice of its intent to change current product lines or services, Merchant's trade name or legal name, or the manner in which Merchant accepts Payment Cards. If Chase Paymentech determines such a change is material to its relationship with Merchant, Chase Paymentech may refuse to process Transaction Data made subsequent to the change, temporarily suspend payment of settlement funds, or terminate this Agreement.
- (b) Merchant agrees to provide Chase Paymentech with prompt written notice:
 - i. if Merchant is the subject of any voluntary or involuntary bankruptcy or insolvency petition or proceeding; or
 - ii. of any:
 - a. adverse change in Merchant's financial condition;
 - b. planned or anticipated liquidation or substantial change in the basic nature of Merchant's business;
 - c. transfer or sale of any substantial part (25% or more in value) of Merchant's total assets;

- d. judgment, writ, warrant of attachment, execution, or levy against any substantial part (25% or more in value) of Merchant's total assets not later than three days after Merchant obtains knowledge of any such judgment, writ, warrant of attachment, execution, or levy; or
- e. change in the control or ownership of Merchant or Merchant's parent if Merchant or Merchant's parent is not a corporation whose shares are listed on a national securities exchange or on an over-the-counter market.

13.4 Referral Sources. Merchant may have been referred to Chase Paymentech for the execution of this Agreement by a third party who has entered into a formal referral relationship with Chase Paymentech (a "Referral Partner"). If that is the case, Chase Paymentech will be the sole provider of the services necessary to authorize, process, and settle all of Merchant's Transactions in accordance with the terms and conditions of the Agreement; however, Referral Partner may be involved in the servicing and maintenance of Merchant's merchant account. Therefore, notwithstanding anything to the contrary in the Agreement, Merchant hereby authorizes Chase Paymentech to share Merchant's financial information, information related to Merchant's Transactions (including Payment Instrument Information) and any other information that Merchant provides to Chase Paymentech with Referral Partner. Merchant understands and agrees that Chase Paymentech will not be responsible for Referral Partner's subsequent use or disclosure of such information.

14. DISCLAIMER: LIMITATION OF DAMAGES. Subject to Section 5, Chase Paymentech will, at its own expense, correct any Transaction Data to the extent that such errors have been caused by Chase Paymentech or by malfunctions of Chase Paymentech's processing systems. However, Chase Paymentech shall not be liable or responsible for the authenticity, accuracy, corruption, damage to, tampering with, or failure to receive any Transaction Data transmitted in any form or format to Chase Paymentech by, or on behalf of, Merchant, and Chase Paymentech shall be entitled to rely on data it receives from, or on behalf of, Merchant in the discharge of its obligations hereunder.

PLEASE READ THIS PROVISION CAREFULLY

UNDER NO CIRCUMSTANCES WILL CHASE PAYMENTECH'S LIABILITY ARISING OUT OF OR RELATED TO ITS PERFORMANCE OF SERVICES UNDER THIS AGREEMENT EXCEED THE TOTAL FEES PAID TO CHASE PAYMENTECH BY MERCHANT UNDER THIS AGREEMENT (NET OF PAYMENT BRAND FEES, THIRD PARTY FEES, INTERCHANGE, ASSESSMENTS, PENALTIES, AND FINES) FOR THE SIX (6) MONTHS PRIOR TO THE TIME THE LIABILITY AROSE.

IN NO EVENT WILL ANY PARTY, ITS RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, OR AFFILIATES, BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, REGARDLESS OF THE FORM OR ACTION AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ANY FINES, FEES, PENALTIES, ASSESSMENTS OR OTHER AMOUNTS IMPOSED BY THE PAYMENT BRANDS SHALL BE DIRECT DAMAGES AND SHALL NOT BE DEEMED TO BE SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.

ALL PARTIES ACKNOWLEDGE THAT THIS IS AN AGREEMENT FOR COMMERCIAL SERVICES. THE UNIFORM COMMERCIAL CODE DOES NOT APPLY AND CHASE PAYMENTECH AND MEMBER HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, MADE TO MERCHANT OR ANY OTHER PERSON, REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE (REGARDLESS OF ANY COURSE OF DEALING, CUSTOM, OR USAGE OF TRADE) OF ANY SERVICES PROVIDED UNDER THIS AGREEMENT OR ANY GOODS PROVIDED INCIDENTAL TO SUCH SERVICES.

15. MISCELLANEOUS.

15.1 Taxes. Unless Merchant is otherwise exempt, and, if applicable, provides a valid exemption certificate, Merchant agrees to pay any taxes imposed on the Services, equipment, supplies, and other property provided under this Agreement, and Merchant authorizes Chase Paymentech to increase the amount collected from Merchant to reflect any and all assessments or increases in the sales, use, occupational, property, lease, or other taxes imposed on such sale or lease of Services, tangible property, intellectual property, equipment, supplies, and other goods purchased.

15.2 Section Headings. The section headings of this Agreement are for convenience only and do not define, limit, or describe the scope or intent of this Agreement.

15.3 Assignment; Other Events.

- (a) Merchant may not transfer or assign this Agreement without the prior written consent of Chase Paymentech. Any transfer or assignment of this Agreement by Merchant, by operation of law, merger, or otherwise, without Chase Paymentech's prior written consent is null and void, and Merchant is fully responsible with respect to all Transactions submitted by the purported assignee/transferee, and for any and all related liabilities, Chargebacks, expenses, costs, fines, fees or penalties arising from such Transactions. No assignee for the benefit of creditors, custodian, receiver, trustee in bankruptcy, debtor in possession, sheriff or any other officer of a court, or other person charged with taking custody of Merchant's assets or business, has any right to continue or to assume or to assign this Agreement.
- (b) Merchant agrees to provide Chase Paymentech with not less than 30 days' prior written notice of:
 - i. any sale of all or substantially all of the assets of Merchant; or
 - ii. any person or entity becoming the beneficial owner, directly or indirectly, of securities representing more than fifty percent (50%) of the combined voting power of Merchant's securities, or otherwise acquires voting control of the Merchant.
- (c) Upon notice to Merchant, another Payment Brand member may be substituted for Member under whose sponsorship this Agreement is performed and for whom Chase Paymentech is acting as agent hereunder. Subject to Payment Brand Rules, Chase Paymentech may assign or transfer this Agreement and its rights and obligations hereunder and may delegate its duties hereunder, in whole or in part, to any third party, whether in connection with a change in sponsorship, as set forth in the preceding sentence, or otherwise, without notice to or consent of Merchant.

15.4 Parties; Independent Contractor. This Agreement is binding upon and inures to the benefit of the parties and their respective heirs, administrators, representatives, and permitted successors and assigns. Merchant agrees that it is responsible for its employees' actions. In providing Services to Merchant, Chase Paymentech will not be acting in the capacity of agent, partner, or joint venturer; Chase Paymentech is acting solely as an independent contractor.

15.5 Representations. Merchant agrees to perform its obligations under this Agreement in compliance with all applicable laws. Merchant represents and warrants that statements made on its Application are true as of the date of this Agreement. Merchant represents and warrants that its execution of and performance under this Agreement:

- (a) in no way breaches, contravenes, violates, or in any manner conflicts with any of its other legal obligations, including, without limitation, its corporate charter or similar document or any agreement between Merchant and any third party or any affiliated entity;
- (b) has been duly authorized by all necessary action and does not require any consent or other action by or in respect of any third party; and
- (c) that the person signing this Agreement on behalf of Merchant is an Authorized Representative.

15.6 Publicity. Each party agrees that any other party may publicly disclose, through press releases or otherwise, the existence of the business relationship that is the subject of this Agreement. Any such disclosure may identify the parties by name but must not, without the prior written consent of the non-disclosing party, include any of the terms of this Agreement.

15.7 Severability. Should any provision of this Agreement be determined to be invalid or unenforceable under any law, rule, or regulation, including any Payment Brand Rule, such determination will not affect the validity or enforceability of any other provision of this Agreement.

15.8 Waivers. No term or condition of this Agreement may be waived except pursuant to a written waiver executed by the party against whom such waiver is sought to be enforced.

15.9 Entire Agreement. The Payment Brand Rules, Application, Terms and Conditions, taxpayer identification and certification documentation, and all schedules, supplements, and attachments are made a part of this Agreement for all purposes. This Agreement represents the entire understanding between Merchant and Chase Paymentech with respect to the matters contained herein and supersedes any prior agreements between the parties. Merchant agrees that in entering into this Agreement it has not relied on any statement of Chase Paymentech or its representatives. This Agreement prevails over any conflicting terms of any agreement governing the Settlement Account.

15.10 Notices. Except as otherwise provided in this Agreement, all notices must be given in writing and either hand delivered, faxed, mailed first class, postage prepaid, sent via electronic mail transmission, or sent via overnight courier (and will be deemed to be given when so delivered or mailed) to Merchant's legal address set forth in the Application, to Chase Paymentech at: Attn: Legal Department, 14221 Dallas Parkway, Dallas, Texas 75254, or to such other address as either party may from time to time specify to the other party in writing. Notices provided in writing on Merchant's monthly statement(s) are sufficient for formal notice under the terms of this Section 15.10.

15.11 Governing Law; Waiver of Right to Contest Jurisdiction; Waiver of Jury Trial; Arbitration. This Agreement will be governed by and construed in accordance with the laws of the State of Texas without reference to conflict of law provisions. Any action, proceeding, arbitration hearing or mediation relating to or arising from this Agreement must be brought, held, or otherwise occur in Dallas County, Dallas, Texas.

PLEASE READ THIS PROVISION CAREFULLY. IT PROVIDES THAT ANY CLAIM MAY BE RESOLVED BY BINDING ARBITRATION.

WITH BINDING ARBITRATION MERCHANT ACKNOWLEDGES AND AGREES THAT:

- (a) MERCHANT IS GIVING UP ITS RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY CLAIM ALLEGED AGAINST CHASE PAYMENTECH, MEMBER, OR RELATED THIRD PARTIES;
- (b) MERCHANT IS GIVING UP ITS RIGHT TO HAVE A COURT RESOLVE ANY CLAIM ALLEGED AGAINST CHASE PAYMENTECH, MEMBER OR RELATED THIRD PARTIES; AND
- (c) MERCHANT IS GIVING UP ITS RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, AND TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT OR ARBITRATION FILED AGAINST CHASE PAYMENTECH, MEMBER, AND RELATED THIRD PARTIES.

IN THE ABSENCE OF THIS ARBITRATION AGREEMENT, MERCHANT AND CHASE PAYMENTECH MAY OTHERWISE HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE CLAIMS THROUGH A COURT BEFORE A JUDGE OR A JURY AND TO PARTICIPATE OR BE REPRESENTED IN LITIGATION FILED IN COURT BY OTHERS (INCLUDING CLASS ACTIONS). BUT, EXCEPT AS OTHERWISE PROVIDED ABOVE, THOSE RIGHTS, INCLUDING ANY RIGHT TO A JURY TRIAL, ARE WAIVED AND ALL CLAIMS MUST NOW BE RESOLVED THROUGH ARBITRATION.

Any claim, dispute, or controversy ("Claim") by either Merchant, Chase Paymentech or Member against the other, or against the officers, directors, employees, agents, parents, subsidiaries, affiliates, beneficiaries, agents, successors, or assigns of the other, arising from or relating in any way to this Agreement or to the relationship formed between the parties as a result of this Agreement, including Claims regarding the applicability of this arbitration clause or the validity of the entire Agreement, shall be resolved exclusively and finally by binding arbitration administered by the American Arbitration Association ("AAA"). All Claims are subject to arbitration, no matter what theory they are based on. This includes Claims based on contract, tort (including intentional tort), fraud, agency, Merchant, Chase Paymentech's or Member's negligence, statutory or regulatory provisions, or any other source of law. Claims and remedies sought as part of a class action, private attorney general, or other representative action are subject to arbitration on an individual (non-class, non-representative) basis only, and the arbitrator may award relief only on an individual (non-class, non-representative) basis. Merchant and Chase Paymentech will agree on another arbitration forum if the AAA ceases operations. The arbitration will be conducted before a single arbitrator and will be limited solely to the Claim between Merchant and Chase Paymentech and/or Member. The arbitration, or any portion of it, will not be consolidated with any other arbitration and will not be conducted on a class-wide or class action basis. The prohibition against class action contained in this Section shall be non-

severable from the remainder of this Section. If either party prevails in the arbitration of any Claim against the other, the non-prevailing party will reimburse the prevailing party for any fees it paid to the AAA in connection with the arbitration, as well as for any reasonable attorneys' fees incurred by the prevailing party in connection with such arbitration. Any decision rendered in such arbitration proceedings will be final and binding on the parties, and judgment may be entered in a court of competent jurisdiction. Rules and forms of the AAA may be obtained and Claims may be filed at any AAA office, www.adr.org, or 335 Madison Avenue, New York, NY 10017, telephone 1-800-778-7879. Any arbitration hearing at which Merchant appears will take place at a location within Dallas County, Dallas, Texas. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16. This arbitration agreement applies to all Claims now in existence or that may arise in the future. Nothing in this Agreement shall be construed to prevent any party's use of (or advancement of any Claims, defenses, or offsets in) bankruptcy or repossession, replevin, judicial foreclosure, or any other prejudgment or provisional remedy relating to any collateral, security, or other property interests for contractual debts now or hereafter owned by either party to the other.

15.12 Force Majeure. Neither party will be liable for delays in processing or other nonperformance caused by such events as fires, telecommunications failures, utility failures, power failures, equipment failures, labor strife, riots, war, terrorist attack, nonperformance of Chase Paymentech's vendors or suppliers, acts of God, or other causes over which the respective party has no reasonable control, except that nothing in this Section 15.12 will affect or excuse Merchant's liabilities and obligations for Chargebacks, refunds, or unfulfilled goods and services.

15.13 Amendment. Except as otherwise set forth in this Agreement, the Agreement may be amended at any time by Chase Paymentech upon thirty (30) days' notice to Merchant. Notwithstanding the foregoing, in the event the terms of this Agreement must be amended pursuant to a change required by the Payment Brand Rules or any third party with jurisdiction over the matters described herein, such amendment will be effective immediately. Merchant's electronic signature or continued submission of Transactions to Chase Paymentech following such notice will be deemed to be Merchant's acceptance of such amendment.

15.14 Counterparts; Electronic Signatures under the Uniform Electronic Transactions Act. This Agreement may be executed in several counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Electronic Signatures, as defined by the Uniform Electronic Transactions Act, retain all the legal effect and enforceability of an original signature.

15.15 Merchant Taxpayer Certification and Chase Paymentech Reporting Obligations. In accordance with certain tax rules and regulations, Chase Paymentech is obligated to collect and report certain taxpayer information to the United States Internal Revenue Service. Therefore, in conjunction with the execution of this Agreement, Merchant shall provide Chase Paymentech with the appropriate taxpayer certification documentation, via Internal Revenue Service (IRS) Form W-9 (or the appropriate versions of Form W-8, if applicable). Merchant shall promptly notify Chase Paymentech if there are any changes in this information. Chase Paymentech may deduct withholding taxes, if any, from proceeds payable to Merchant or any entity that is a party to this agreement where required under applicable law. Chase Paymentech may, in accordance with applicable law and from time to time during the term of this Agreement, request Merchant to recertify its taxpayer certification hereunder. Furthermore, Merchant shall be responsible for any penalties related to the reporting obligations of Chase Paymentech hereunder to the extent such penalties accrue based on the actions or inactions of Merchant despite reasonable notice from Chase Paymentech.

15.16 Member Obligations. While the Payment Brand Rules impose certain obligations on Member (the "Member Obligations"), Paymentech has the authority to perform the Member Obligations on behalf of Member, and, unless otherwise specifically set forth in the Agreement, Paymentech shall be solely responsible for performance of the Member Obligations under the terms of this Agreement.

16. SURVIVAL. The following Sections survive termination of this Agreement: 4.2, 4.4, 4.5, 4.6, 5, 6, 7, 9, 10.2, 10.3, 10.4, 10.5, 11, 12, 14, 15, 16, 17, and Personal Guaranty.

17. TERMS USED IN THE APPLICATION AND THESE TERMS AND CONDITIONS.

Application	a statement of Merchant's financial condition, a description of the characteristics of Merchant's business or organization, and related information Merchant or its Authorized Representative(s), has previously or concurrently submitted to Chase Paymentech, including credit, financial, and other business related information, to induce Chase Paymentech to enter into this Agreement with Merchant and that has induced Chase Paymentech to process Merchant's Transactions under the terms and conditions herein
Authorized Representative	an owner, partner, officer, or other agent of the Merchant that is duly authorized to enter into agreements on behalf of Merchant and to legally bind Merchant to such agreements
Chargeback	a reversal of a Transaction Merchant previously presented to Chase Paymentech pursuant to Payment Brand Rules
Chase	JPMorgan Chase Bank, N.A. or Chase Bank U.S.A., N.A.
Chase Card	a consumer or small business debit or credit card issued in the United States by Chase whose transactions are capable of processing over the Visa, Inc. network
Chase Customer	the person to whom or entity to which a Chase Card is issued or who is otherwise authorized to use a Chase Card
Chase Merchant Services Specifications	the required formats and procedures provided by Paymentech or otherwise made available to Merchant for Merchant's transactions to be accepted as Chase Transactions
Chase Paymentech or Paymentech	Paymentech, LLC, a Delaware limited liability company, having its principal office at 14221 Dallas Parkway, Dallas, Texas 75254
Chase Requirements	the Chase Merchant Services Program Requirements governing Chase Transactions, as may be amended from time to time, provided to or made available to Merchant

Chase Transactions	a United States transaction, excluding a PIN debit transaction, conducted between a Chase Customer and Merchant utilizing a Chase Card which is processed directly between Merchant and Chase through Paymentech
Conveyed Transaction	any Transaction conveyed to a Payment Brand for settlement by such Payment Brand directly to Merchant
Customer	the person or entity to whom a Payment Instrument is issued or who is otherwise authorized to use a Payment Instrument, including a Chase Customer
Data Compromise Event	An occurrence that results, or could result, directly or indirectly, in the unauthorized access to or disclosure of Transaction Data or Payment Instrument Information
Effective Date	The day this Agreement is accepted and agreed to by Chase Paymentech, as set forth in Section 10.1
EMV	Europay, MasterCard and Visa
Guarantor	The person(s) identified in the Application as having an ownership interest in Merchant and who agree to be personally responsible for Merchant's obligations to Chase Paymentech under this Agreement
Merchant	The legal entity identified in the Application and whose name and signature appears on this Agreement
Member	JPMorgan Chase Bank, N.A. or other entity providing sponsorship to Chase Paymentech as required by all applicable Payment Brands. Member is a principal party to this Agreement and Merchant's acceptance of Payment Brand products is extended by the Member
Payment Application	a third party application used by merchant that is involved in the authorization or settlement of Transaction Data
Payment Brand	Any payment method provider whose payment method is accepted by Chase Paymentech for processing, including: <ul style="list-style-type: none"> • Visa Inc.; • MasterCard International, Inc.; • Discover Financial Services, LLC; and • any other credit and debit card providers, debit network providers, gift card, and other stored value and loyalty program providers. Payment Brand also includes the Payment Card Industry Security Standards Council and the Electronic Payment Association (frequently referred to as "NACHA")
Payment Brand Rules	All bylaws, rules, programs, regulations, specifications, and manuals, as they exist from time to time, of the Payment Brands, and, to the extent applicable, the Chase Requirements
Payment Instrument or Payment Card	An account, or evidence of an account, authorized and established between a Customer and a Payment Brand, or representatives or members of a Payment Brand that Merchant accepts from Customers as payment for a good or service, including a Chase Card Payment Instruments include, credit and debit cards, stored value cards, loyalty cards, electronic gift cards, authorized account or access numbers, paper certificates, and credit accounts. Use of the term Payment Instrument or Payment Card throughout this Agreement includes any Payment Card with an embedded microcomputer EMV chip.
Payment Card Information or Payment Instrument Information	Information related to a Customer or the Customer's Payment Card that is obtained by Merchant from the Customer's Payment Card, or from the Customer in connection with his or her use of a Payment Card). Such information may include, but is not limited to: <ul style="list-style-type: none"> • the Payment Card account number and expiration date; • the Customer's name or date of birth; • PIN data, security code data (such as CVV2 and CVC2); and • and any data read, scanned, imprinted, or otherwise obtained from the Payment Instrument, whether printed thereon, or magnetically, electronically, or otherwise stored thereon. For the avoidance of doubt, the data elements that constitute Payment Card Information are treated according to their corresponding meanings as "cardholder data" and "sensitive authentication data" as such terms are used in the then current PCI DSS.
Refund	Any refund or credit issued for any reason, including, without limitation, for a return of merchandise or cancellation of services and any adjustment of a Transaction
Refund Policy	A written policy with regard to Refunds
Retrieval Request	A request for information by a Customer or Payment Brand relating to a claim or complaint concerning a Transaction
Security Standards	All rules, regulations, standards, or guidelines adopted or required by the Payment Brands or the Payment Card Industry Security Standards Council relating to privacy, data security, and the safeguarding, disclosure, and handling of Payment Instrument Information, including, without limitation, the Payment Card Industry Data Security Standards ("PCI DSS"), Visa's Cardholder Information Security Program ("CISP"), Discover's Information Security & Compliance Program ("DISC"), American Express's Data Security Operating Policy, MasterCard's Site Data Protection Program ("SDP"), Visa's Payment Application Best Practices ("PABP"), the Payment Card Industry's Payment Application Data Security Standard ("PA DSS"), MasterCard's POS Terminal Security program, and the Payment Card Industry PIN Transmission Security program (PCI PTS), in each case as they may be amended from time to time
Services	All Transaction processing services provided by Chase Paymentech, including, without limitation, authorization, conveyance, settlement, and funding of all Transactions, as provided for in this Agreement or any subsequent agreement between the parties. The Services may also include the provision of or access to monthly statements or reporting tools, as well as assistance with Merchant's Chargebacks.
Service Provider	Any party that processes, stores, receives, transmits, or has access to Payment Instrument Information on Merchant's behalf, including, without limitation, its agents, business partners, contractors, and subcontractors
Settled Transaction	A Transaction conducted between a Customer and Merchant utilizing a Payment Instrument in which consideration is exchanged between the Customer and Merchant for the purchase of a good or service or the Refund of such purchase and the value for such Transaction is settled by the Payment Brand through Chase Paymentech to the Merchant

Stored Value Card Transaction	A Transaction in which a Customer adds or redeems value to or from a stored value card, gift card, or loyalty Payment Card issued by or on behalf of Merchant
Transaction	A transaction conducted between a Customer and Merchant utilizing a Payment Instrument in which consideration is exchanged between the Customer and Merchant, including a Chase Transaction
Transaction Data	The written or electronic record of a Transaction, including, without limitation, an authorization code or settlement record, which is submitted to Chase Paymentech
Transaction Receipt	An electronic or paper record of a Transaction generated upon completion of a sale or Refund, a copy of which is presented to the Customer

Personal Guaranty. Each Guarantor whose name and signature appears in the Application (individually a "Guarantor" and collectively the "Guarantors") hereby, jointly and severally, unconditionally and irrevocably, guarantee the full, timely and continuing performance of each and every representation, warranty, covenant, agreement and obligation of Merchant now or hereafter arising under or in connection with the Agreement, including, without limitation, any indebtedness and other liabilities of Merchant created, at any time, under or in connection with the Agreement (the "Guaranteed Obligations"). Each Guarantor is familiar with, and has independently reviewed books and records regarding, the financial condition of Merchant and is familiar with the value of any and all collateral intended to be created as security for the payment of the Guaranteed Obligations. However, no Guarantor is relying on such financial condition or collateral, including, without limitation, the existence of a Reserve Account (if any) as an inducement to enter into this Personal Guaranty. Each Guarantor hereby unconditionally and irrevocably waives any and all notices, demands and other formalities, of every kind and description, including, without limitation, any (i) notice of acceptance of this Personal Guaranty, (ii) notice of the incurrence of any Guaranteed Obligation, (iii) notice of the occurrence of any breach or default relating to or in connection with the Agreement or (iv) demand for performance or payment, presentment, protest, notice of protest or proof of breach or default. This is an unconditional, irrevocable and continuing guaranty of payment and not a guaranty of collection. Each Guarantor hereby acknowledges and agrees that such Guarantor is liable for the Guaranteed Obligations as primary obligor and Chase Paymentech, Member or any other beneficiary of the Agreement, as the case may be, may exercise their respective rights and remedies hereunder against one or more Guarantors, whether or not first or ever exercising their respective rights and remedies hereunder or otherwise against Merchant or any other guarantor or obligor or enforcing or collecting any present or future collateral securing the Guaranteed Obligations. Each Guarantor hereby acknowledges and agrees that such Guarantor's obligations and liabilities pursuant to this Personal Guaranty shall in no way be discharged, released or in any way affected by (i) any action taken under or in connection with the Agreement or the Guaranteed Obligations, including, without limitation, any assignment, renewal, extension, compromise, indulgence, forbearance, waiver, acceleration, modification, amendment or other change granted to Merchant or any guarantor or obligor or otherwise related thereto, (ii) the taking, holding, exchange, enforcement, waiver or release of any security for the performance of the Guaranteed Obligations or this Personal Guaranty, (iii) the release, in whole or in part, of Merchant or any other guarantor or obligor from any obligation or liability, (iv) the substitution of any one or more of the Guarantors or the acquisition of additional guarantors, (v) any insolvency, bankruptcy or similar proceedings involving or affecting Merchant or any other guarantor or obligor, (vi) the death, dissolution or ceasing to exist (whether voluntary or involuntary) of Merchant or any other guarantor or obligor or (vii) any other act, omission or circumstance whatsoever that may in any manner vary the risks of such Guarantor or might otherwise constitute a legal or equitable defense or discharge of such Guarantor or any other guarantor or obligor. Each Guarantor hereby waives all defenses based on occurrences of the types described in clauses (i) through (vii) above. Each Guarantor hereby represents and warrants that such Guarantor has received, or will receive, direct or indirect benefit from the making of this Personal Guaranty and that the Guaranteed Obligations and such benefit has a value reasonably equivalent to or greater than the obligations and liabilities incurred pursuant to this Personal Guaranty. This Personal Guaranty shall be binding on each Guarantor and such Guarantor's heirs, administrators, legal representatives, successors and assigns, and shall inure to the benefit of Chase Paymentech, Member and any other beneficiary of the Agreement, as the case may be, and their respective heirs, administrators, legal representatives, successors, and assigns. Neither Guarantor may, without the prior written consent of Chase Paymentech, assign any of its rights, powers, duties, or obligations hereunder. The Guarantors jointly and severally agree to pay reasonable attorneys' fees and all other costs and expenses which may be incurred by Chase Paymentech in the enforcement of this Personal Guaranty.

APPENDIX I.2

FRANCHISEE SERVICING AGREEMENT

THIS FRANCHISEE SERVICING AGREEMENT ("Agreement") is made as of the ___ day of _____, 20__ ("Effective Date"), by and between SNAP-ON CREDIT LLC ("Snap-on Credit") and _____, an entity organized in the State of _____, whose address is _____ ("Franchisee").

Snap-on Credit has established various programs that allow Snap-on franchisees to offer their qualified customers financing for purchases of Products. These Programs are described more fully in the Program Terms, as it is updated from time to time.

Signing this Agreement is entirely voluntary; however, Snap-on Credit will not purchase Extended Credit Contracts or other receivables from Franchisee unless Franchisee signs this Agreement.

This Agreement sets forth the rights and obligations of Snap-on Credit and Franchisee with regard to Franchisee Paper and Serviced Franchisee Paper.

THE PARTIES AGREE THAT:

In consideration of the agreements set forth below, including without limitation, Snap-on Credit's purchase of Franchise Paper offered by Franchisee, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties, intending to be legally bound, agree as follows:

1. Definitions.

(a) "*Affiliate*" means any corporation or other entity that controls, is controlled by or is under common control with Snap-on Credit, including without limitation, Snap-on.

(b) "*Applicable Laws*" means all federal, state and local statutes and regulations applicable to this Agreement and the transactions contemplated by this Agreement, including by way of examples and not as a limitation, and without necessarily recognizing their applicability: usury laws, retail installment or credit sales laws, payment collection laws, anti-money laundering laws, the Uniform Commercial Code and the federal laws (or comparable state laws) applicable to credit transactions, such as (by way of example and not a limitation), Section 5 of the Federal Trade Commission Act, the Fair Credit Reporting Act, Equal Credit Opportunity Act, and the Patriot Act.

(c) "*Collateral*" means the following property of Franchisee, whether now owned or hereafter acquired, and whether tangible or intangible: inventory, tools, equipment, vans, accounts, cash in any currency, contract rights, general intangibles, chattel paper, revolving accounts, Extended Credit Contracts, credit sales contracts, Open Accounts, leases, insurance policies, documents, deposits, all other accounts, Franchisee's EC Reserve, customer lists, books, records, catalogues, sales aids, computers, computer programs and data, and any replacements, substitutions, additions, accessions or proceeds thereof.

(d) "*Extended Credit Contract*" means a conditional sales contract or similar installment contract, in a form acceptable to Snap-on Credit, representing Product sales financed by Franchisee.

(e) "*Customer*" means the purchaser of Products under any Franchisee Paper or Serviced Franchisee Paper.

(f) "*Franchise Agreement*" means the agreement(s) between Franchisee and Snap-on, authorizing Franchisee to act as a Snap-on franchisee.

(g) "*Franchisee Paper*" means any paper or electronic document and/or other electronic data evidencing a Customer's obligation to pay Franchisee that is sold and assigned to Snap-on Credit.

(h) "*List of Calls*" has the meaning assigned to it in the Franchise Agreement.

(i) "*Net Cash Price*" means an amount equal to the total price, including tax and other charges of the Products sold to a Customer under an Extended Credit Contract, minus the down payment, trade-in allowance or other cost reductions. Net Cash Price only includes new sales set forth on the Credit Sale Contract.

(j) "*Outstanding Balance*" means the total of the remaining payments and other amounts due under any Extended Credit Contract, whether those payments are past due, due, or due in the future together with any other amounts owed at that time (which may include, without limitation, unpaid interest, collection costs, repossession, recovery, remarketing and/or legal fees), except that upon prepayment or after a default of an Extended Credit Contract, the Outstanding Balance will not include unearned finance charges.

(k) "*Products*" means the tools and equipment sold by Franchisee in compliance with the Franchise Agreement and the Program Terms, and otherwise acceptable for inclusion by Snap-on Credit.

(l) "*Program(s)*" means various programs developed by Snap-on Credit that allows Snap-on franchisees the ability to offer their qualified customers financing for purchases of Products. The Program(s) is/are described more fully in the Program Terms.

(m) "*Program Terms*" means the Snap-on Credit "Program Manual", or any procedures or other rules promulgated by Snap-on Credit or an Affiliate, concerning any of the Programs, as amended from time to time.

(n) "*Qualified Transaction*" means a sale of Products pursuant to an Extended Credit Contract to which each of the following criteria apply:

(i) The Customer's obligations are valid and enforceable;

(ii) The transaction is evidenced by all documents and/or electronic data required by Snap-on Credit, in which the signatures, names, addresses, amounts and other statements and facts (such as, the unpaid balance, down payment and trade-in) are in all respects genuine, legible, accurate and complete; and an accurate and complete copy of all Customer documents was given to the Customer at the time of the sale;

(iii) The transaction and accompanying documents comply with the terms and conditions of this Agreement and the Program Terms; and the sale of Products is a bona fide transaction in the ordinary course of business and for a business or commercial purpose and use (and not constituting inventory of Customer); provided, however, that Snap-on Credit will determine to its own satisfaction that any forms provided to Franchisee by Snap-on Credit comply with Applicable Laws;

(iv) The Products have been delivered to the Customer as set forth in the documents evidencing the transaction, are to be used by the Customer, have been delivered in satisfactory condition, have been accepted by the Customer and have not been returned; and

(v) There has been no act or omission by Franchisee involving negligence, fraud or dishonesty including without limitation, any failure by Franchisee to advise Snap-on Credit of a material fact or circumstance regarding a Customer's creditworthiness or identity, commercial status, or other circumstances which could impair the enforceability or collection of the Franchisee Paper, that was known by Franchisee when Snap-on Credit purchased the Franchisee Paper.

(o) "*EC Reserve*" means the reserve maintained by Snap-on to which certain funds are credited and debited, all for the benefit of Snap-on Credit, and as provided in this Agreement and the Program Terms.

(p) "*Recourse Percentage*" means, with respect to any Franchisee Paper, the percentage of net loss liability established at the time of origination that the franchisee agrees to accept in the event such Franchisee Paper is recognized as a loss by Snap-on Credit. Generally, this is 25%, but this percentage can vary up to 100% for special programs.

(q) "*Reserve Requirement*" means an amount up to 15% of the Net Cash Price of the Franchisee Paper as designated by Snap-on Credit from time to time with 30 days written notice.

(r) "*Retail Value*" means the fair resale value of a Product, determined by Franchisee and Snap-on Credit, with reference to the list price of the same or equivalent Product, but also taking into account the condition of the particular item at the time of repossession.

(s) "*Sale Proceeds*" means the price of repossessed or surrendered Products resold by Snap-on Credit, minus Snap-on Credit's costs of repossession, foreclosure and/or resale.

(t) "*Serviced Franchisee Paper*" means Extended Credit Contracts, or other receivables owned by Snap-on Credit that Franchisee did not initiate but which relate to customers on Franchisee's List of Calls.

(u) "*Snap-on*" means Snap-on Tools Company LLC, its successors and assigns.

(v) "*Weekly Invoice*" means the invoice given by Snap-on to Franchisee on a weekly basis detailing amounts Franchisee owes, the Reserve Account and otherwise.

2. Assignment of Franchisee Paper. Franchisee may, in Franchisee's sole discretion, offer to sell and assign Extended Credit Contracts to Snap-on Credit. Snap-on Credit, in its sole discretion, may purchase and accept assignment of Extended Credit Contracts offered by Franchisee. Upon Snap-on Credit's acceptance of the sale and assignment of Extended Credit Contracts, Snap-on Credit shall have sole title to the Franchisee Paper, the sole right to receive payments pursuant to such Franchisee Paper, and holds all rights and remedies available thereunder (including, but not limited to, payments, collateral rights, transactional fees, etc.), and Franchisee has no right, title or interest to or in the same, unless and until the transaction is assigned back to Franchisee in accordance with this Agreement and the Program Terms. Franchisee is deemed to have sold and assigned, and Snap-on Credit is deemed to have accepted and purchased, any Franchisee Paper with respect to which Snap-on Credit causes Franchisee to receive the Net Cash Price (less any applicable Reserve Requirement) pursuant to Section 3 (b).

3. Terms Applicable to Purchases of Franchisee Paper.

(a) Snap-on Credit's purchase or other funding of any Extended Credit Contracts is subject to such terms, conditions and procedures as may be contained in this Agreement and the Program Terms. Snap-on Credit is not required to purchase or otherwise accept assignment of any Extended Credit Contract regardless of any approval until all documentation required by Snap-on Credit is received. Approvals provided before the time of purchase may be rescinded by Snap-on Credit at any time without notice. Required documentation will be on forms supplied by Snap-on Credit and may include among other things, a Customer application, the original Extended Credit Contract, other documents evidencing the transactions and Products sold, and, if requested, a written assignment of the Extended Credit Contract to Snap-on Credit (or a designated Affiliate).

(b) If Snap-on Credit purchases and accepts assignment of any Extended Credit Contracts, then upon receipt of all required documents, Snap-on Credit will pay Franchisee the Net Cash Price (less any Reserve Requirement) for such contracts either by (a) causing Snap-on to credit the amount to Franchisee's Weekly Invoice or (b) by mutual agreement, remitting such amount directly to Franchisee via electronic payment or check.

(c) Franchisee authorizes Snap-on Credit to file a Uniform Commercial Code financing statement and will cooperate with any other reasonable requests of Snap-on Credit in order to help Snap-on Credit secure and perfect its interest in the Franchisee Paper and other Collateral as set forth in this Agreement.

4. Program Terms. Franchisee will observe all applicable requirements contained in this Agreement and in the Program Terms, all of which are intended to preserve the integrity of Franchisee Paper and Serviced Franchisee Paper transactions. The Program Terms may be amended by Snap-on Credit from time to time, and Franchisee will observe each amended requirement from the effective date of each such amendment. All amendments will be provided to Franchisee by delivering a copy to Franchisee by electronic delivery either directly or by notice of posting to a common secure internet location, by first class U.S. mail at the then current address

of Franchisee as reflected in the records of Snap-on Credit, or as otherwise set forth in the Program Terms. Unless otherwise provided in this Agreement, any amendment to the Program Terms will be effective on the date indicated thereon, which will not be less than two (2) business days after the date of electronic delivery or mailing, or, if no effective date is indicated, on the fourth (4th) business day after the date of electronic delivery or mailing.

5. Computer; Electronic Commerce and Communication. Snap-on Credit conducts the majority of its activities via electronic means and over the internet. In order to interface with Snap-on Credit electronically, Franchisee, at Franchisee's expense and effort, will: (i) subscribe to and utilize a reliable and secure internet service provider or other electronic communication service; (ii) obtain and use secure electronic point of sale equipment, electronic signature pad, computer equipment, and other communication services compatible with the Snap-on Credit software programs; and (iii) use the foregoing to communicate, exchange, transmit or receive information and data for invoicing, Franchisee Paper and/or Serviced Franchisee Paper details and other Customer and Franchisee (and Snap-on Credit related) credit operations information and transactional data. Snap-on Credit is not liable for any damage or loss to Franchisee including, but not limited to: lost profits; delayed orders; delayed, inaccurate, or lost credit decisions; contract acceptance; product sales; payment posting; Franchisee's Weekly Invoice posting; or any other transaction transmitted via any means or the like which are the result of any outage or delay related to electronic transmission of information, whether by the internet or otherwise, or as the result of Franchisee's failure to access the information. Franchisee will verify, in a timely manner, the accuracy of any electronic transmission of information. Snap-on Credit may make use of any information furnished to Snap-on Credit to conduct its business, which may include, without limitation, market research and/or analysis.

6. Compliance with Laws; Indemnification.

(a) Franchisee is responsible for complying with all Applicable Laws governing Franchisee's conduct and activities with respect to Franchisee Paper and Serviced Franchisee Paper, the transactions thereunder and under this Agreement. Franchisee is also responsible for ensuring compliance with Applicable Laws by Franchisee's employees and independent contractors acting on behalf of Franchisee. A violation of the Applicable Laws or this Agreement by Franchisee's employees or independent contractor is considered a breach of this Agreement by the Franchisee.

(b) In addition to every other right and remedy of Snap-on Credit in this Agreement or by law, Franchisee agrees to indemnify, defend and hold Snap-on Credit and its Affiliates harmless from and against any liability, claim, loss or expense (including, without limitation, all legal fees and costs) Snap-on Credit or any Affiliate incurs relating to or arising out of:

(i) Any violation or breach by Franchisee of any representation, warranty or provision of this Agreement or the Program Terms;

(ii) Any actual, or if brought by a third party any actual or alleged, violation or breach of any duty or obligation of Franchisee under Applicable Laws;

(iii) Any Franchisee Paper that is not a Qualified Transaction;

(iv) The return of Products, price adjustments, and differences in copies of Franchisee Paper given to Customers that differ from the documents originally assigned to and accepted by Snap-on Credit evidencing the transaction;

(v) Any misrepresentation by Franchisee with respect to any Franchisee Paper or associated documentation;

(vi) The unauthorized use or abuse of any document or any portion of any document which is provided to Franchisee by Snap-on Credit or Snap-on for use with the Program;

(vii) The use of any financing program to extend credit to Customers that is not approved by Snap-on Credit or Snap-on;

(viii) Failure to maintain any status, license or tax obligation that affects Snap-on Credit's ability to recover amounts due under any Franchisee Paper or Serviced Franchisee Paper and/or

(ix) Any of the foregoing events with respect to any action of any employee or agent of Franchisee.

(c) In the event of any breach of this Agreement by Franchisee where such breach negatively effects Snap-on Credit's rights or ability to enforce any Franchisee Paper, Serviced Franchisee Paper or similar contract held by Snap-on Credit, and without limiting any other rights Snap-on Credit may have under this Agreement or by law, Franchisee will pay Snap-on Credit the Outstanding Balance for such transaction. Snap-on Credit may collect the Outstanding Balance by directing Snap-on to charge Franchisee's Weekly Invoice or requiring Franchisee to pay Snap-on Credit directly. Payment to Snap-on Credit under this section does not necessarily result in an assignment of the underlying transaction to Franchisee. Snap-on Credit will make a reassignment decision in its discretion notify Franchisee of its decision.

(d) The indemnification obligations in this Section 6 survive termination of this Agreement.

7. Returns or Adjustments. Unless approved by Snap-on Credit, Franchisee will not accept a return of any Product sold pursuant to any Franchisee Paper or Serviced Franchisee Paper. Franchisee will not alter the terms of any Franchisee Paper or Serviced Franchisee Paper without the express written consent of Snap-on Credit. Within one week of any return, repossession or other adjustment to Products under an Extended Credit contract, Franchisee will notify Snap-on Credit of any returns, substitutions or adjustments for any Products sold pursuant to any Franchisee Paper or Serviced Franchisee Paper.

8. Franchisee Collections.

(a) Except as otherwise agreed in writing by Snap-on Credit, in consideration of this Agreement, Franchisee will collect payments from Customers on Franchisee Paper and Serviced Franchisee Paper (if requested by the Customer or Snap-on Credit) in accordance with the periodic payment terms of the applicable Franchisee Paper or Serviced Franchisee Paper and remit those collections to Snap-on Credit as soon as possible and in any event no later than seven (7) days after receipt. When obtaining payments from Customers, Franchisee is acting as Customer's agent and will hold funds in trust for the benefit of Customer and timely remit them to Snap-on Credit. Franchisee is not Snap-on Credit's agent for any purposes with respect to such collections. Nothing in this Agreement precludes Customers from making payment directly to Snap-on Credit, and Snap-on Credit may at any time require the Customer to make payments directly to Snap-on Credit for obligations owed to Snap-on Credit. Unless otherwise directed by Snap-on Credit, Franchisee will remit the collections belonging to Snap-on Credit via Snap-on Credit's preferred electronic interface. All payments to Snap-on Credit not made by electronic interface will be in United States dollars, by check or money order, or if required by Snap-on Credit, by certified funds, payable to Snap-on Credit, or as otherwise provided in the Program Terms. Third party checks will not be accepted. To the extent permitted by applicable law, Franchisee may be assessed an NSF Check Charge of \$25.00 (or the maximum permitted by applicable law if less), for any payment made by Franchisee to Snap-on Credit that is returned for non-sufficient funds.

(b) Franchisee acknowledges that Customers may move among various Snap-on franchisees' Lists of Calls. As it relates to recourse obligations under Section 11, Franchisee agrees that, subject to any special instructions by Customer, credit for collections received by Snap-on Credit with respect to any Customer, or credits to such Customer's obligations under a particular Franchisee Paper or Serviced Franchisee Paper account, (unless otherwise specified by the Customer) will be allocated pro rata by Snap-on Credit based on the total Outstanding Balance and credited to each Snap-on franchisee who originated the Franchisee Paper or Serviced Franchisee Paper. Snap-on Credit reserves the right to round allocations to the nearest dollar.

(c) Franchisee agrees to advise Snap-on Credit, on a weekly basis, of any missed collections, deficiencies or late payments by any Customer related to Franchisee Paper and Serviced Franchisee Paper.

(d) Franchisee will maintain delinquency standards for all Franchisee Paper and Serviced Franchisee Paper in accordance with the Program Terms. Failure to maintain minimum requirements or failure to remit collections from Customers on a timely basis, may result in Snap-on Credit restricting Franchisee's access to certain programs and promotions or termination of this Agreement.

9. Franchisee's Responsibilities. In addition to the obligations of Franchisee stated in this Agreement, Franchisee will:

(a) Pay when due all applicable taxes (including but not limited to sales tax) arising out of any sale under Franchisee Paper;

(b) Preserve all records of Franchisee Paper and Serviced Franchisee Paper transactions, if not delivered to Snap-on Credit, for the longer of: (i) the term of the applicable agreement plus seven years, or (ii) seven years from the date of the last transaction (or such other period as may be specified in the Program Terms) and permit Snap-on Credit to examine and verify same at any reasonable time;

(c) Permit Snap-on Credit, in Franchisee's name, to endorse all notes, checks and other remittances from Customers with respect to Franchisee Paper or Serviced Franchisee Paper;

(d) Execute and file such statements and notices as Snap-on Credit may request to preserve or perfect its interests hereunder and under Franchisee Paper; and

(e) Promptly notify Snap-on Credit of any Customer complaint concerning Products, Franchisee's or Snap-on Credit's performance under this Agreement, Customer's statements concerning the removal of or imminent sale of any collateral under any Franchisee Paper or Serviced Franchisee Paper, or other concerns about the Snap-on Credit programs recognized or identified as a complaint..

10. Representations and Warranties.

(a) Originations: As to any Franchisee Paper, and the transaction evidenced thereby, Franchisee represents and warrants to Snap-on Credit at all applicable times that:

1. With respect to all credit applications submitted by Franchisee, Franchisee has obtained valid signed authorization and permissible purpose for Snap-on Credit to make an inquiry on such Customer's credit bureau reports, and has made all communications required by Applicable Law regarding any credit decisions to such Customers.

2. The transaction arose from the sale of the Products described on the face of the Franchisee Paper.

3. Franchisee has performed or will perform all of its obligations to Customer in connection with the Franchisee Paper.

4. The transaction did not involve a sale, lease, advance of cash or other form of loan, other than the credit sale of the Products on the Franchisee Paper.

5. Franchisee conveyed clear title to the Products at the time of the sale to the Customer, free of any liens or claims, except liens in favor of Snap-on Credit or an Affiliate.

6. At the time of assignment to or acceptance by Snap-on Credit, Franchisee had valid title to the Franchisee Paper, free of any liens or claims.

7. The Franchisee Paper constitutes in all respects and at all times a Qualified Transaction.

8. The products sold to Customer are Products, as defined by this Agreement.

9. Customer has not made any payments for the Products except as stated on the face of the Franchisee Paper or otherwise remitted to Snap-on Credit.

11. Franchisee has provided a copy of the signed Franchisee Paper to the Customer.
12. Customer has acquired the Products for Customer's primary use in their business or trade and not for personal, family or household use, nor for use by another party.

(b) Servicing: As to any Franchisee Paper or Serviced Franchisee Paper:

1. Franchisee has remitted and shall remit to Snap-on Credit, on a timely basis, all payments made by Customers for applicable Franchisee Paper and has not made payments on behalf of any Customers that have not authorized such payment.
2. Franchisee has not accepted any and will not accept Products in trade or for credit, nor accepted a voluntary surrender, nor made a repossession from any Customer, except as allowed in this Agreement and the Snap-on Credit Program Manual.
3. Franchisee has not misrepresented the status of Franchisee's delinquencies or collections nor misleads Snap-on Credit when qualifying for any promotional opportunity being offered by Snap-on Credit.
4. Franchisee has provided a copy to customer of all receipts for each payment made.
5. Franchisee will ensure that all individuals that work with the Snap-on Credit programs on behalf of Franchisee or have access to data related to such program have received appropriate training to enable franchisee to comply with all Applicable Laws and this Agreement.
6. Franchisee shall maintain all its other representations, warranties and obligations in this Agreement.

Each of the representations and warranties in subsection (a) and (b) hereof is material to Snap-on Credit's agreements hereunder. If any of them is breached or is erroneous, Franchisee unconditionally promises to pay Snap-on Credit, on demand, the full amount of the Outstanding Balance of that Franchisee Paper at issue and to otherwise indemnify Snap-on Credit and Affiliates pursuant to Section 6(b) above. Franchisee authorizes Snap-on Credit to cause Snap-on to charge all such amounts on Franchisee's Weekly Invoice. Franchisee's representations and warranties in this Agreement survive the delivery or acceptance of the Franchisee Paper by Snap-on Credit, and at no time will Snap-on Credit or any Affiliate be deemed to have waived its right to strict compliance with Franchisee's obligations in this Agreement and the Program Terms, even after its purchase of such Franchisee Paper in accordance with Section 3(b).

11. Default, Repossession, and Recourse Obligations.

(a) Repossession Assistance. Upon request, Franchisee will assist Snap-on Credit in repossessing or recovering Products after the Customer defaults under Franchisee Paper or Serviced Franchisee paper, if the Customer is in or near Franchisee's List of Calls. Franchisee will conduct and record an inventory of any such repossession. The repossession will be without additional charge to Snap-on Credit and in accordance with the procedures for repossession in the Program Terms and any Applicable Laws. Franchisee will hold any repossessed or recovered Product for the benefit of Snap-on Credit and will not sell or otherwise dispose of it until directed by Snap-on Credit in writing. Franchisee will provide Snap-on Credit an estimation of the Retail Value of any repossessed or surrendered Product on a timely basis in accordance with the Program Terms. At the request of Snap-on Credit, Franchisee will provide photographs and a written description of any repossessed Products.

(b) Sale of Repossessed Products by Snap-on Credit. Franchisee agrees to offer to repurchase from Snap-on Credit all repossessed Products relating to any Franchisee Paper or Serviced Franchisee Paper, subject to the terms of this section.

1) Surrendered Products. Snap-on Credit may, in its reasonable discretion and in accordance with Applicable Laws, agree to permit a Customer to surrender one or more Products to Snap-on Credit in full, or partial, satisfaction of that Customer's obligations under any Franchisee Paper or Serviced Franchisee Paper. At the request of Snap-on Credit, Franchisee will offer to

purchase such Products for a price equal to the greater of: (A) the Customer's Outstanding Balance, but not to exceed the Retail Value of such Products; or (B) 75% of the Retail Value of such Products.

2) UCC Foreclosure Sales. Snap-on Credit may conduct a public or private foreclosure sale with respect to its security interest in repossessed Products owned by a Customer who has defaulted on obligations to Snap-on Credit under any Franchisee Paper or Serviced Franchisee Paper.

(i) Public foreclosure sales. If Snap-on Credit conducts a public sale of the repossessed Products under the Uniform Commercial Code of any state, Franchisee will be deemed to have submitted an irrevocable bid at the public sale equal to the greater of: (A) the Customer's Outstanding Balance, but not to exceed the Retail Value of such Products; or (B) 75% of the Retail Value of such Products.

(ii) Private foreclosure sales. If Snap-on Credit elects to sell the repossessed Products in a private sale under the Uniform Commercial Code of any state, Franchisee will submit to Snap-on Credit a written offer to purchase such Products for an amount equal to the greater of: (A) the Customer's Outstanding Balance, but not to exceed the Retail Value of such Products; or (B) 75% of the Retail Value of such Products. Any such offer to purchase will be submitted within the time period and in the manner provided in the Program Terms. Snap-on Credit may reject any such offer to purchase in its sole and absolute discretion. To the extent that any purchase by Franchisee under this section would be deemed a transfer of collateral under 9-618 of the Revised Uniform Commercial Code, Franchisee acknowledges that after such sale, Franchisee will have all of the rights and obligations of a secured party with respect to the Customer and the repossessed Products, including the duty of giving to the Customer notices and an accounting as to any excess proceeds realized by Franchisee on subsequent resale of the Products.

3) No Warranties. All purchases of Products by Franchisee pursuant to this section will be on an "AS IS" and "WHERE IS" basis.

(c) Authorization for Charges. Franchisee authorizes Snap-on Credit to cause Snap-on to credit or charge Franchisee's Weekly Invoice or the Reserve Account for all amounts payable under this Section 11.

12. Further Recourse and Loss-Sharing Obligation of Franchisee, Recovery Proceeds.

(a) If Customer defaults under Franchisee Paper, Franchisee will pay, if demanded by Snap-on Credit, 25% (or up to 100% for special Programs depending on the Recourse Percentage for that Franchisee Paper) of the Outstanding Balance of Franchisee Paper and: (1) Snap-on Credit, if Snap-on Credit determines, in its sole discretion, that repossession or recovery of Products or other collateral securing a Customer's obligations is impractical or uneconomical; or (2) the Sale Proceeds in connection with resale of repossessed Products are less than the Outstanding Balance.

Franchisee authorizes Snap-on Credit to cause Snap-on to charge Franchisee's Weekly Invoice or the Reserve Account for any amount due under this Section 12, or, on demand, will pay Snap-on Credit directly.

(b) In the event Snap-on Credit collects any portion of the defaulted Franchisee Paper after Franchisee makes the required payments under this Section 12, Snap-on Credit will pay or cause Snap-on to credit Franchisee's Weekly Invoice 25% (or up to 100% for special Programs depending on the Recourse Percentage paid by Franchisee) for Franchisee Paper of the amounts received, after deducting all costs of collection, up to the total recourse amount paid to Snap-on Credit by Franchisee in relation to the defaulted Franchisee Paper. Nothing herein will be deemed to impose on Snap-on Credit any duty whatsoever to collect amounts outstanding on any Franchisee Paper.

13. Security Requirement - EC Reserve.

(a) To secure Franchisee's performance of obligations under this Agreement, Franchisee will deliver to Snap-on Credit (or Snap-on Credit may retain) the Reserve Requirement for each

Franchisee Paper purchased by Snap-on Credit. The Reserve Requirement will be credited to the Reserve Account and deducted from the payments or credits issued by Snap-on Credit to Franchisee. Franchisee authorizes Snap-on Credit to cause Snap-on to charge and show the credits of these amounts on Franchisee's Weekly Invoice. Amounts credited to the Reserve Account may be commingled with Snap-on's general funds and there is no obligation to pay interest on such amounts. If Snap-on chooses to pay interest on such amounts, Snap-on Credit will cause Snap-on to credit Franchisee with interest on the total amount in the Reserve Account as of the month-end closing date at the rate of interest that Snap-on may determine from time to time.

(b) To secure Franchisee's performance of obligations under this Agreement, Franchisee further grants Snap-on Credit a security interest in the Collateral. This provision survives termination of this Agreement. On execution of this Agreement, and as otherwise reasonably required by Snap-on Credit, Franchisee will sign any documents reasonably requested by Snap-on Credit for the purpose of evidencing or perfecting its security interest and will cooperate with Snap-on Credit in making appropriate UCC filings to perfect that security interest. Further, to the extent permitted by and subject to Applicable Law, Franchisee hereby grants Snap-on Credit or its agent or assigns the power of attorney and right to sign on behalf of Franchisee and file or record, any and all such financing statements and related documents as may be necessary to perfect or maintain the security interest granted by Franchisee under this Agreement. Franchisee authorizes Snap-on Credit the right to describe the Collateral in any financing statement as, among other things: "all business assets." This statement in any financing statement will not expand or limit the property given as security for performance of obligations under this Agreement.

(c) If Franchisee fails to timely perform any financial obligation contained in this Agreement, Snap-on Credit will have the immediate right (and may cause Snap-on) to set-off and deduct the amount of that obligation on the Franchisee's Weekly Invoice and/or to deduct the amount from any other moneys Snap-on Credit, Snap-on or an Affiliate may hold or owe Franchisee. If the amount in the Reserve Account and/or the Weekly Invoice balance is not sufficient to cover the amount of any obligation, then Franchisee will pay to Snap-on Credit on demand any remaining amounts owed.

(d) Provided that Franchisee is not in default under the Franchise Agreement or this Agreement, Snap-on may direct that the amount of the Reserve Account that exceeds 15% (or such lesser amount as Snap-on Credit may designate from time to time) of the total Outstanding Balance of all Franchisee Paper collected or serviced by Franchisee, be returned to Franchisee or credited to Franchisee's Weekly Invoice.

(e) Snap-on Credit may apply the Reserve Account to any indebtedness due or which may become due from Franchisee to Snap-on Credit or an Affiliate until 60 days after termination of the Franchisee Agreement or for such longer period as may be reasonably necessary to properly compute such indebtedness.

(f) Snap-on Credit may create or support a special Program that may require a permanent holdback of a certain amount of the Net Cash Price, for the benefit of Snap-on Credit. The permanent holdback amount will be designated by Snap-on Credit in writing at the time the special Program is created or otherwise presented.

14. Approvals and Waivers. No waiver by either party of any provision of this Agreement will be deemed a waiver of any other provision of this Agreement or of any subsequent breach by the other party of the same. Any party's consent to, or approval of, any act is not consent to or approval of any subsequent act.

15. Dispute Resolution.

(a) Mediation. Except as otherwise provided in Section 15(c), the parties agree to attempt to resolve any controversy or dispute arising out of, or relating to this Agreement or Franchisee's relationship with Snap-on Credit, or the termination of this Agreement, including, but not limited to, any claim by Franchisee, or any person in privity with or claiming through, on behalf of or in the

right of Franchisee must be submitted to non-binding mediation prior to any matter being submitted to arbitration. This provision applies only to controversies and disputes that are specific to Franchisee, or any person in privity with or claiming through, on behalf of or in the right of Franchisee and not to issues that affect Snap-on franchisees generally. Any such mediation will be held within 30 days after a demand for mediation is made by either party by notice to the other party. The mediation will be conducted in the state in which Franchisee resides. The mediator will be selected by mutual agreement between Franchisee and Snap-on Credit, and Snap-on Credit will pay the costs of the mediator and location at which the mediation takes place.

The parties acknowledge that mediation proceedings are settlement negotiations and that to the extent allowed or required by applicable law, all offers, promises, conduct and statements, whether oral or written, made in the course of the mediation will be confidential and inadmissible in any arbitration, litigation or other legal proceeding involving the parties, provided however, that evidence which is otherwise admissible or discoverable will not be rendered inadmissible or non-discoverable as a result of its use in mediation.

(b) Arbitration. Except as otherwise provided in Section 15(c), any controversy or dispute arising out of, or relating to this Agreement, Franchisee's franchise business or Franchisee's relationship with Snap-on Credit, including but not limited to, any claim by Franchisee, or any person in privity with or claiming through, on behalf of or in the right of Franchisee, concerning the entry into, performance under, nonrenewal of, or termination of, this Agreement; any claim against a past or present employee, officer, director, agent or affiliate of Snap-on Credit; any claim of breach of this Agreement; and any claims arising under or relating to state or federal laws, including the common law (for example, tort or contract claims), or any statutes, rules, or regulations, will be submitted to final and binding arbitration as the sole and exclusive means for final and binding resolution of any such controversy or dispute. Persons in privity with or claiming through, on behalf of or in the right of Franchisee include, but are not limited to, spouses and other family members, heirs, executors, representatives, shareholders, members, successors and assigns. In no event will persons in privity include other Snap-on franchisees who have signed separate franchisee servicing agreements with Snap-on Credit.

A party's failure or refusal to resolve the controversy or dispute through mediation under Section 15(a) will not affect either party's obligation to arbitrate the dispute or controversy under this Section 15(b). A demand for arbitration must be made within the applicable statute of limitation period; otherwise, the right to any remedy will be forever barred, as provided by applicable law and determined by the arbitrator.

Notwithstanding any other provision of this Agreement, arbitration under this Section 15 will be governed exclusively by the Federal Arbitration Act as amended (9 U.S.C. §§ 1 et seq.), and arbitration will take place according to the Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules") in effect as of the date the demand for arbitration is filed. The AAA Rules may be found on the American Arbitration Association's web site at www.adr.org or by searching for those rules using a service such as www.google.com. The arbitration will be held at the office of the American Arbitration Association nearest the Snap-on Regional Sales Office to which Franchisee was assigned most recently prior to the demand for arbitration; provided, however, if such office is outside the state in which the Franchisee resides, Franchisee may cause the arbitration to be held within Franchisee's state of residence at a place mutually convenient to the parties and the arbitrator.

The arbitration will proceed before a single arbitrator. The arbitrator will be chosen in accordance with the AAA Rules. If the amount claimed by the party filing for arbitration both in the original demand for arbitration and in any amendment is less than Seventy-five Thousand Dollars (\$75,000.00), Snap-on Credit will pay the fees and expenses of the arbitrator and filing fees and costs charged by the American Arbitration Association up to a maximum of Seven Thousand Five Hundred Dollars (\$7,500.00). Any amount in excess of Seven Thousand Five Hundred Dollars

(\$7,500.00) will be split equally by the parties. If the amount of the claim filed either in the original demand for arbitration or by amendment is for Seventy-five Thousand Dollars (\$75,000.00) or more, the parties agree to split equally the fees and expenses of the arbitrator and the filing fees and costs charged by the American Arbitration Association. If Franchisee demonstrates that it is unable to pay its portion of these fees, expenses or costs, then the fees, expenses or costs will be reapportioned by the arbitrator in accordance with applicable law.

Unless otherwise agreed by the parties or ordered by the arbitrator, following a party's motion for additional discovery, pre-hearing discovery in any arbitration is limited to the following: (1) production of all documents that will be introduced at the hearing; (2) production of written or recorded statements that a party intends to introduce at the hearing; (3) production of all documents relied upon by experts who will testify at the hearing; (4) production by Franchisee of tax returns filed by Franchisee (including tax returns for a significant owner of Franchisee) for the last three (3) tax years; (5) production by Snap-on of Franchisee's statements of account balance with Snap-on and Snap-on Credit for three (3) years prior to the filing of the arbitration, except the three (3) year limit will not apply to statements related at any Franchisee Paper or Serviced Franchisee Paper outstanding at the time the arbitration is filed; and (6) not more than two depositions per side.

Each party further agrees that, unless such a limitation is prohibited by applicable law, as determined by the arbitrator, a party will not be liable for punitive or exemplary damages and the arbitrator will have no authority to award the same. The award or decision by the arbitrator will be final and binding on the parties and may be enforced by judgment or order of a court of competent jurisdiction. The parties consent to the exercise of personal jurisdiction in the state where the arbitration took place. The parties consent to the exercise of personal jurisdiction over them by such courts for the purpose of carrying out this provision; and they waive any objections that they would otherwise have to the same.

The parties agree to arbitrate only controversies and disputes that are specific to Franchisee or any person in privity with or claiming through, on behalf of or in the right of Franchisee, and therefore Franchisee and Snap-on Credit agree that (i) arbitration under this Section 15 will be brought on an individual basis only and may not be brought as a class or consolidated action or by way of joinder of separate parties unless all parties otherwise agree in writing, and absent such written agreement (ii) there will be no right or authority for any controversy or dispute to be brought, heard or arbitrated as a class or consolidated action or by way of joinder of separate parties ("Class/Consolidated Action Waiver"). Notwithstanding any other provision of this Agreement or the AAA Rules, disputes regarding the validity, enforceability or breach of the Class/Consolidated Action Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. No finding or stipulation of fact or law in any other arbitration will be given preclusive or collateral estoppel effect in any arbitration hereunder. In no event will the arbitrator have the right, power, jurisdiction or contractual authority to award any damages or relief in excess of or in addition to those damages suffered specifically by the parties to the arbitration or as otherwise provided by applicable law or this Agreement.

In any case in which (1) the dispute is filed as a class or consolidated action or by way of joinder of separate parties and (2) there is a final judicial determination that all or part of the Class/Consolidated Action Waiver is invalid or unenforceable, the class, consolidated action or joinder of separate parties to that extent must be litigated in a civil court of competent jurisdiction, but the portion of the Class/Consolidated Action Waiver that is enforceable will be enforced in arbitration.

In addition, in the event any other provision in this Section 15 is determined to be invalid or unenforceable as a matter of law, then it is the intention of the parties to this Agreement that such provision be deemed inoperative and stricken from this Agreement, and that the remainder of this Section 15, to the extent not legally invalid or unenforceable under applicable law, be enforced as written and as if the invalid or unenforceable provision or provisions had not been included in this Section 15.

(c) Provisional Remedies. Each party will have the right to seek from an appropriate court provisional remedies including, but not limited to, temporary restraining orders, preliminary injunctions or replevin orders before, during or after arbitration. Neither party need await the outcome of the arbitration or selection of an arbitrator before seeking provisional remedies. Seeking any such remedies will not be deemed to be a waiver of either party's right to compel arbitration. Any such action will be brought by Snap-on Credit or Franchisee in the county (or similar political unit) or federal judicial district where Franchisee resides, or where any property that may be the subject of the action is located. The parties consent to the exercise of personal jurisdiction over them by courts located there and to the propriety of venue in such courts for the purpose of carrying out this provision; they waive any objections that they would otherwise have to the same; and they waive the right to have any such action decided by a jury.

16. Waiver of Notice of Nonpayment, Protest; Default and Demands. Franchisee waives notice of default or nonpayment, protest or notice of protest, demand for payment and any other demand or notice in connection with any Franchisee Paper, Serviced Franchisee Paper or this Agreement. Franchisee agrees that so long as Snap-on Credit in good faith believes that it is appropriate to do so under the circumstances, Snap-on Credit may waive, compromise, settle, or vary any terms of any Franchisee Paper purchased by Snap-on Credit, or permit these events to occur by operation of law, without limiting or otherwise affecting Franchisee's obligations under this Agreement. Without limiting the generality of the foregoing, Franchisee's recourse obligations set forth in Sections 11 and 12 will not be terminated, modified or affected in any way by such actions, and Franchisee hereby consents to all such actions. No termination of this Agreement will affect Franchisee's recourse or indemnity obligations with respect to any Franchisee Paper or Serviced Franchisee Paper purchased by Snap-on Credit prior to such termination.

17. Program Manual Receipt, Care, and Return. Franchisee acknowledges that Franchisee is receiving access to the Program Manual which may be provided to Franchisee in paper format, electronic format (including posting on a Snap-on sponsored intranet site) or any combination thereof. Franchisee agrees to ensure that the Program Manual is kept confidential and Franchisee keeps up-to-date with all modifications provided by Snap-on, agrees not to reproduce the Program Manual or any part of it, and agrees not to disclose the contents of the Program Manual to anyone other than Franchisee's employees. Snap-on (and its subsidiaries or affiliates as applicable) will make available to Franchisee in a format or formats designated by Snap-on Credit periodic updates, additions, and deletions to the Program Manual. Upon termination of this Agreement, Franchisee will return to Snap-on Credit all print copies and delete all electronic copies of Program Manuals and other manuals Franchisee has received and/or copied.

18. Successors and Assigns. All or any portion of this Agreement, or of any Franchisee Paper, and all or any portion of the rights under the foregoing, may be assigned or transferred in whole or in part by Snap-on Credit or an Affiliate at any time. Franchisee may not assign or delegate any rights or duties hereunder without the express written consent of Snap-on Credit. Unless otherwise authorized by Snap-on Credit in writing, Franchisee may not assign this Agreement or any rights or duties hereunder. A change in the controlling interest of Franchisee is considered an assignment requiring the prior approval of Snap-on credit. Franchisee will remain responsible for the actions and omissions of any employees of Franchisee. This Agreement inures to the benefit of and binds the respective heirs, executors, administrators, representatives, and permitted successors and assigns of Snap-on Credit and Franchisee.

20. Term and Renewal of this Agreement. The term of this Agreement is 10 years from the Effective Date or for the remaining term of the Franchise Agreement, whichever is less, unless terminated sooner according to Sections 20 or 21 of this Agreement. If Franchisee renews, updates, or converts a Franchise Agreement with Snap-on in accordance with their agreement with Snap-on, the Franchisee will also execute the then-current form of this Agreement.

21. Termination by Franchisee. Franchisee may terminate this Agreement without cause by providing Snap-on Credit thirty (30) days' advance written notice of Franchisee's intent to terminate.

22. Termination by Snap-on Credit.

(a) Automatic Termination without Notice. Snap-on Credit at its option, without prejudice to any and all other rights and remedies it may have under this Agreement or under applicable law, may terminate this Agreement without notice to Franchisee in the following instances:

(i) If Franchisee is adjudicated as bankrupt or becomes insolvent, or has a trustee or receiver appointed by a court of competent jurisdiction for all or any part of Franchisee's property; or

(ii) If a plan of liquidation, reorganization, composition or arrangement of Franchisee's affairs is sought to be instituted for or against Franchisee, whether or not the same is subsequently approved by a court of competent jurisdiction; or

(iii) If a proceeding is filed under any bankruptcy laws or other similar laws and such proceeding is not dismissed within ninety (90) days after filing; or

(iv) If Franchisee makes a general assignment for the benefit of creditors; or

(v) If Franchisee will cease to be an authorized Snap-on franchisee because of the termination of, or the transfer or assignment of rights under, the Franchise Agreement between Franchisee and Snap-on (or an Affiliate).

(b) Termination upon Notice. Franchisee will be deemed in default under this Agreement and Snap-on Credit may, at its option, without prejudice to any and all other rights and remedies it may have under this Agreement or under applicable law, terminate this Agreement effective upon Franchisee's receipt of written notice of termination, in the following instances:

(i) If Franchisee falsifies any report, Franchisee Paper, credit application, or any customer-facing document, or engages in conduct involving fraud or dishonesty in dealing with Snap-on Credit or Snap-on; or

(ii) If any representation or warranty of Franchisee contained in this Agreement or in any document or instrument delivered pursuant to this Agreement is untrue or incorrect; or

(iii) If Franchisee remains in default beyond the applicable cure period under any other written agreement with Snap-on Credit or Snap-on (or an Affiliate); or

(iv) If Franchisee has received two (2) or more notices of default under Section 21(c) below within the previous twelve (12) months or within the previous six months Franchisee submits two or more collection remittances that are returned for insufficient funds, Snap-on Credit will be entitled to send Franchisee a notice of termination upon the next default of Franchisee without providing Franchisee an opportunity to correct the default and/or require that all Franchisee remittance hereunder be on certified funds; or

(v) If Franchisee defaults by failing to maintain the delinquency standards established under Section 8(d) of this Agreement and fails to cure such default within 60 days after notice of the default.

(c) Termination upon Expiration of Cure Period. Except for those items listed in Sections 21(a) and (b) above, Franchisee will have thirty (30) days (or longer, if such default cure period is specifically provided for in the Program Terms) after written notice of default from Snap-on Credit within which to remedy any default or breach under this Agreement, or any other written agreement with Snap-on Credit, and provide evidence of that remedy to Snap-on Credit. If any such default is not cured within that time, this Agreement will terminate without further notice to Franchisee effective immediately upon expiration of that time, unless Snap-on Credit will notify

Franchisee otherwise in writing. Without limiting the foregoing, the following defaults are within this Section 21(c):

(i) Failure by Franchisee to comply with any of the requirements imposed by this Agreement, as supplemented by the Program Terms from time to time to which Snap-on Credit may contribute Program procedures, or to carry out the terms of this Agreement in good faith; or

(ii) Failure of Franchisee to submit when required any reports; or

(iii) Failure to adhere to the electronic commerce requirements of Snap-on Credit (including, but not limited to, electronic remittance of collections and utilization of electronic Extended Credit Contracts);

(d) Notwithstanding the provisions of preceding Section 21(c), if Franchisee defaults in the payment of any monies owed to Snap-on Credit when such monies become due and payable, whether pursuant to this Agreement or otherwise, and Franchisee fails to pay such monies within ten (10) days after receiving written notice of default, then, unless Snap-on Credit will notify Franchisee otherwise in writing, this Agreement will terminate without prejudice to any and all other rights and remedies Snap-on Credit may have under this Agreement or under applicable law.

23. Effect of Termination on Franchisee's Rights and Obligations. If Franchisee is in default as stated in Section 21 above, (an "Event of Default") or Termination occurs, then Snap-on Credit may, at its option, exercise any one or more of the following rights and remedies:

(a) Snap-on Credit will not purchase Extended Credit Contracts from Franchisee hereunder after termination of this Agreement.

(b) All obligations, warranties and agreements with respect to any Franchisee Paper delivered to Snap-on Credit by Franchisee before such termination will remain in full force and effect, including, without limitation, the provisions of Section 12 above, and Franchisee will remain liable for the performance of all obligations to Customer and Snap-on Credit incurred while this Agreement was in effect notwithstanding such termination, including but not limited to, collection repossession and purchase requirements.

(c) In the event the Franchisee's franchise business is terminated for any reason, Franchisee will immediately pay Snap-on Credit all sums due and owing hereunder.

(d) Except as may otherwise be required by law, in the event the Franchisee's franchise business is terminated for any reason or if an Event of Default occurs, and Franchisee fails to immediately pay Snap-on Credit all sums due and owing hereunder, Snap-on Credit (a) may sell all or any of the Collateral at public or private sale or sales upon such terms and conditions as Snap-on Credit deems proper (and Snap-on Credit may purchase any or all of the Collateral at any such sale), and apply the net proceeds of such sale, after deducting all costs, expenses and attorneys' fees incurred at any time in the collection of Franchisee's obligations under this Agreement and in the protection and sale of the Collateral, first to the payment of Franchisee's obligations under this Agreement and then to the payment of any other liabilities of Franchisee to Snap-on Credit; any remaining proceeds will be returned to Franchisee; provided that Franchisee will remain liable for Franchisee's obligations or other amounts remaining unpaid after such application thereon; and (b) may take such other actions as it may deem appropriate or in its interest with respect to the Collateral including, without limitation, (i) transferring the whole or any part of the Collateral into its name or the name of a nominee, (ii) collecting any amounts due on the Collateral directly from the persons obligated thereon, (iii) exercising any voting or other rights with respect to any Collateral consisting of securities, (iv) taking possession and control of the Collateral and any proceeds thereof and (v) suing or making any compromise or settlement with respect to any of the Collateral.

(e) Snap-on Credit may exercise from time to time any rights and remedies available to it under all applicable laws, including, without limitation, the UCC and the commercial code of any other applicable state. In addition to and not in limitation of all rights of offset that Snap-on Credit may have under applicable law, Snap-on Credit will, upon the occurrence of an Event of Default or Termination of this Agreement, have the right to appropriate and apply to the payment of, and to

set-off against Franchisee's obligations, any and all balances, credits, accounts or money of Franchisee then or thereafter received or held by or under the control of Snap-on Credit. Except as may otherwise be required by law, including with respect to notice of any sale of Collateral, Franchisee hereby waives, in connection with this Agreement and Franchisee's obligations under this Agreement, any right under or benefit of any law (whether or not intended for its advantage or protection) that would restrict or limit the right or ability of Snap-on Credit to obtain payment of Franchisee's obligations under this Agreement, including any law that would restrict or limit Snap-on Credit in the exercise of right to appropriate at any time hereafter any indebtedness owing from Snap-on Credit to Franchisee and any property of Franchisee in the possession or control of Snap-on Credit and apply the same toward or set-off the same against the payment of Franchisee's obligations under this Agreement. All rights of Snap-on Credit under this Agreement are cumulative.

24. Amendment or Modification. This Agreement may only be amended by a writing executed by Franchisee and Snap-on Credit; provided, however, that the Program Terms may be amended by Snap-on Credit as provided in Section 4 above. Snap-on Credit reserves the right in its sole and absolute discretion to amend, terminate or supplement all or any part of its Programs at any time, and specifically reserves the right to cease making further purchases of Franchisee Paper.

25. Franchisee Option to Participate. It is Franchisee's sole and absolute decision whether to enter into this Agreement and participate in the Programs. Entering into this Agreement is not required for Franchisee to continue as an authorized Snap-on franchisee. Franchisee understands that Franchisee is free to secure financing of Customer purchases of Products or extend credit to Customers through other means. Franchisee acknowledges that Snap-on Credit's purchase of any Franchisee Paper is good and sufficient consideration for all of Franchisee's obligations under this Agreement and the Program Terms. Franchisee authorizes and agrees that Snap-on Credit may obtain credit information about Franchisee, franchise operations information from Snap-on and, that Snap-on Credit may provide Franchisee credit information to Snap-on from time to time.

26. Governing Law. Except to the extent that the Federal Arbitration Act applies in accordance with Section 15 above, this Agreement is governed by, and construed in accordance with, the laws of the State of Illinois without regard to its conflicts of law provisions, provided, however, that in the event local law is applied it will be the laws of the state in which Franchisee resides at the time this Agreement was executed.

27. Severability. In addition to severability as provided in Section 15, each article, section, subsection, paragraph, subparagraph, term, and condition of this Agreement and any portions thereof, will be considered severable. If, for any reason, any portion of this Agreement is determined to be invalid, contrary to, or in conflict with, any applicable present or future laws in a final, non-appealable ruling issued by any court, agency, or tribunal with valid jurisdiction in a proceeding to which Snap-on Credit is a party, that ruling will not impair the operation of, or have any other effect upon, any other portions of this Agreement; all of which will remain binding on the parties and continue to be given full force and effect. Any invalid portion will be deemed not to be a part of this Agreement as of the date upon which the ruling becomes final, if Franchisee is a party to such proceedings, or upon Franchisee's receipt of notice of non-enforceability from Snap-on Credit.

28. Notices. All notices, requests, consents, or approvals required or permitted to be given hereunder will be in writing and will be deemed to be properly delivered immediately, if personally delivered, on the date of receipt if overnight delivery service is used or five (5) business days after having been sent by United States Postal Service registered or certified mail, postage prepaid,

return receipt requested: (a) if to Franchisee, addressed to Franchisee at the address first above written or at such other address as Franchisee may have designated from time to time by written notice to Snap-on Credit; and (b) if to Snap-on Credit, addressed to Snap-on Credit at 950 Technology Way, Suite 301, Libertyville, Illinois, 60048 (marked Attn: President), or to such other address as Snap-on Credit may have designated from time to time by written notice to Franchisee.

29. Effect of Other Agreements. This Agreement supersedes any prior agreement and any similar agreement, understanding, or negotiations between Franchisee and Snap-on Credit or Snap-on regarding the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

Snap-on Credit LLC

By: _____

By: _____

Printed name: _____

Printed name: _____

Title: _____

Title: _____

Witness

Witness

APPENDIX I.3



LOAN AND SECURITY AGREEMENT

This LOAN AND SECURITY AGREEMENT (this "Agreement") is made between Snap-on Credit LLC, a Delaware limited liability company, with its principal place of business at 950 Technology Way, Suite 301, Libertyville, Illinois, 60048 ("Lender"), and _____ ("Borrower"), a _____ organized/incorporated in the state of _____ whose address is _____, _____, _____, _____.

WHEREAS, Borrower has entered into a Franchise Agreement with Snap-on Tools Company LLC ("Snap-on"), an affiliate of Lender, pursuant to which Borrower will operate a Snap-on franchise ("Franchise"); and

WHEREAS, in order to finance certain costs associated with the Borrower's Franchise and to provide working capital for such Franchise, Borrower desires to borrow, and Lender is willing to lend money to Borrower upon the terms and conditions herein (the "Franchise Finance Program").

NOW, THEREFORE, the Lender and Borrower hereby agree as follows:

1. THE LOAN. Subject to the terms and conditions of this Agreement, Lender will lend to Borrower the sum of _____, and such additional amounts as agreed by addendum by the parties from time to time (the "Loan"). The Loan shall be evidenced by Borrower's promissory note (or in the case of a continuing or revolving line of credit, one or more notes), in form and substance acceptable to Lender, in or up to the principal amount specified in the preceding sentence (the "Note"). The Note shall be executed and delivered to Lender before or concurrently with Lender's disbursement of any amount under the Loan. The unpaid principal amount of the Loan shall bear interest and shall be due and payable as provided in the Note. As used in this Agreement, the term "Borrower's Liabilities" shall include principal and interest under the Note and any additional notes or other financial obligations to Lender, together with all costs and expenses (including reasonable attorney's fees) to be paid by Borrower as provided in this Agreement together with any other amount owed under any other agreement between Borrower and Lender or its Assignees or under any Lender sponsored van lease program ("Van Lease Program").

2. GENERAL TERMS.

a. Default Rate. After the occurrence of an Event of Default under this Agreement and so long as such Event of Default continues, the Note and all other Borrower's Liabilities shall (subject to any limitations of applicable law) bear interest at rates per annum equal to the respective rate applicable to such Note and other Borrower's Liabilities prior to such Event of Default plus four percent (4%), or the maximum rate permitted by applicable law.

b. Payments. All payments under this Agreement and with respect to the Note and any additional notes shall be made in immediately available funds by Borrower to Lender (noting that Lender's preferred method is by debiting Borrower's bank account, pursuant to instructions duly executed by Borrower and delivered to Borrower's bank) on the date when payments are due. Prepayments, if permitted hereunder or under a Note, may be made at Lender's offices at 950 Technology Way, Suite 301, Libertyville, Illinois, 60048 ("Lender's Principal Office"), or at such other location as Lender may designate. Whenever any payment to be made hereunder or with respect to a Note shall be stated to be due on a date other than a business day (or if Borrower's bank is not open on a business day when an account is to be debited), such payment shall be

made on the next succeeding business day, and such extension of time shall be included in the computation of interest or any fees. As used herein, "business day" means any day on which Lender is open for business at Lender's Principal Office. Lender may, at its option and upon notice to Borrower, require Borrower to make all payments in immediately available funds to Lender at Lender's Principal Office.

c. Mandatory Prepayment for Cessation of Additional Van. In the event Borrower receives Loan funds for one or more additional vans and Borrower ceases operating or fails to begin operation of such additional van(s), Borrower shall be required to prepay a portion of the Loan in an amount equal to the amount loaned for the respective additional van.

d. Van Lease Requirement. Borrower acknowledges that Borrower is obligated under his Franchise Agreement to acquire a van meeting certain specifications. Borrower acknowledges that the van is an integral part of Borrower's business operations. Borrower shall be obligated under this Agreement to meet said van requirements through a purchase or lease of a designated van from a designated source. However, if Borrower acquires a van with no continuing financial obligations by Borrower, then this specified van requirement shall not apply provided that it otherwise meets the requirements of Snap-on. Van leasing may be with a third party unrelated to Lender ("Lessor"). Borrower agrees to permit any information regarding the van lease to be obtained from Lessor at any time during the term of this Agreement. In the event Borrower elects to participate under this Franchise Finance Program and enters into this Agreement, Lender may designate both the van and the source. Payment for said van lease or purchase shall be made through Lender on behalf of Borrower in accordance with Section 2.b above and the van lease or purchase documents. Lender shall forward payments to Lessor or lender of the van; provided, however, that in no event shall Lender be obligated to make payments on behalf of Lessee/Borrower when such payment has not been paid to Lender by Borrower. No portion of Borrower's payments to Lender with respect to any van lease shall be retained by Lender beyond the period necessary for transmittal on a monthly basis to Lessor or Lessor's agent.

e. Application of Payments. Lender will apply against Borrower's Liabilities, on the date of receipt all payments received thereon, including cash, collections of Accounts Receivable, proceeds of Collateral (as hereinafter defined) and any other amounts; provided that (i) Lender shall charge back to Borrower any payments that may be required to be returned to the entity making such payment and Borrower shall continue to pay interest on the amount charged back from the date that such payment was applied against Borrower's Liabilities; (ii) Lender shall have the exclusive right to determine how, when and in what amounts application of such payments and such credits shall be made on Borrower's Liabilities, and such determination shall be conclusive and binding upon Borrower. Lender's decision with respect to payment of Borrower's Liabilities shall in no way relieve Borrower from its obligation for payments under Borrower's van lease or under this Agreement or any other agreement. Partial prepayments by Borrower, if permitted, shall not relieve Borrower from Borrower's obligation to make weekly payments. Prepayments may be subject to a prepayment premium and partial prepayments may be prohibited as provided under the Note. Notwithstanding the foregoing or the terms of any note, in the event the Borrower's Franchise is terminated, unless termination is due to the relocation to another Franchise, Borrower shall not be obligated to pay a prepayment premium or penalty. If Borrower's Franchise is relocated, provided Borrower is not in default under this Agreement or any note, Borrower may elect to continue the existing Loan and, thus, avoid a prepayment penalty. If upon relocation, Borrower elects to repay the Loan in full, then Borrower may be subject to a prepayment premium as provided under the Note.

f. Late Charges and NSF Check Charges. To the extent permitted by and subject to applicable law, if Borrower fails to make payments under the Loan within 10 days after the due date, Borrower may be assessed a Late Charge of \$10.00 or 5% of the amount due, whichever is greater (or the

maximum permitted by applicable law if less). To the extent permitted by and subject to applicable law, if Borrower makes payments by check under the Loan and Borrower's check is not paid because of non-sufficient funds in Borrower's checking account or a closed account, Borrower may be assessed an NSF Check Charge of \$25.00 (or the maximum permitted by applicable law if less).

g. Statement of Account. All of Borrower's Liabilities shall constitute one loan secured by the Collateral and by all security interests, liens, claims and encumbrances heretofore, now or from time to time hereafter granted by Borrower to Lender. In determining Borrower's Liabilities, the books and records of Lender shall be controlling. All statements of accounts rendered by Lender to Borrower concerning Borrower's Liabilities hereunder, including all statements of principal, interest, fees, expenses and costs owing to Lender by Borrower, shall be presumed correct and accurate and shall constitute an account stated between Lender and Borrower unless Borrower, within 180 days after receipt of the statement, delivers to Lender written objection, specifying the error or errors, if any, contained in such statement. Lender may request Borrower to certify as to the accuracy of Lender's records relative to Borrower's Liabilities and Borrower shall comply within 30 days of such request.

3. COLLATERAL.

a. Description. Borrower hereby grants and assigns to Lender, and agrees that Lender shall have, a security interest in the following business property, assets, rights and interests of Borrower, whether now owned or existing or hereafter acquired or arising (collectively, the "Collateral"):

i. All of Borrower's Accounts (the term "Accounts" as used herein includes, without limitation, all of Borrower's accounts receivable arising out of the sale or lease of Inventory or other goods or out of the rendering of services), whether or not specifically assigned to Lender;

ii. All of Borrower's Inventory (the term "Inventory" as used herein includes, without limitation, all of Borrower's goods held for sale or lease or being processed for sale or lease, including all materials, work-in-process, finished goods, supplies and other goods customarily classified as inventory), including Inventory at any time in the possession of any bailee;

iii. All of Borrower's business equipment (the "Equipment");

iv. All of Borrower's goods, vehicles, (including Borrower's van or truck) used by Borrower in the operation of Borrower's business, and further including without limiting the foregoing, to the extent of any interest owned by Borrower in that specific truck with a Vehicle Identification Number of _____, furnishings and fixtures wherever located but only to the extent that such items are used primarily in connection with Borrower's Franchise;

v. All of Borrower's cash, negotiable instruments, documents of title, warehouse receipts, chattel paper, general intangibles, securities, leases, contract rights, certificates of deposit, deposit accounts, cash equivalents, interest or dividends on any of the foregoing, insurance claims, patents, trademarks, good will and other property of any kind or description, wherever now or hereafter located, but only to the extent that such items are used primarily in connection with Borrower's Franchise; and

vi. Without limiting the foregoing, all substitutions, renewals, improvements and replacements of, and additions and accessions to, the foregoing, and all products and proceeds of the foregoing, including, without limitation, all of the proceeds in any form of Borrower's Accounts and Inventory, whether specifically assigned to Lender or not. Notwithstanding the foregoing, if Borrower is an individual, Borrower's residence, personal, family or household goods and assets not related to or used primarily in connection with Borrower's Franchise are specifically excluded from the definition of "Collateral." The terms used herein to identify the Collateral shall have the respective meanings assigned to such terms as of the date hereof in the Uniform Commercial Code, as amended, in effect in the state listed in the introductory paragraph as Borrower's address (the "UCC"). The security interest granted hereby shall continue to attach to the Collateral

notwithstanding any sale, exchange or other disposition of the Collateral by Borrower, except for Inventory sold in the ordinary course of business. The security interest herein granted is to secure the payment of all of Borrower's Liabilities and the performance of all of Borrower's obligations to Lender hereunder and any and all other obligations of Borrower to Lender of every kind and description, direct or indirect, absolute or contingent, due or about to become due, now existing or hereafter arising.

b. Financing Statements. Borrower shall sign and deliver such financing statements and other documents, in form satisfactory to Lender, as Lender may at any time reasonably request in order to effectuate or perfect Lender's security interest in the Collateral hereunder, or facilitate the realization by Lender upon the Collateral, or any part thereof, and shall reimburse Lender for the costs of preparing and filing the same. Further, to the extent permitted by and subject to applicable law, Borrower hereby grants Snap-on or its agent or assigns the power of attorney and right to sign on behalf of Borrower and file or record, any and all such financing statements and related documents as may be necessary to perfect or maintain the security interest granted by Borrower under this Agreement. Borrower authorizes Lender the right to describe the collateral in any financing statement as "all business assets." This statement in any financing statement shall not expand or limit the property given as security for performance of obligations under this Agreement as described above.

c. Inspection. Lender or its agents may at any reasonable time conduct a physical audit of Borrower's Inventory and inspect the Collateral and the books and records of Borrower pertaining to the Collateral, or any part thereof, and may make or require Borrower to furnish copies or extracts from such books and records. Borrower, at its sole cost and expense, shall keep and maintain satisfactory and complete books and records of the Collateral until all of Borrower's Liabilities shall have been fully paid and discharged. Lender shall have a special property interest in and to any and all books and records of Borrower pertaining to the Collateral, including any books and records retained by Snap-on or its subsidiaries or affiliates, and upon the occurrence of an Event of Default Borrower shall deliver such books and records to Lender at the demand of Lender. At the request of Lender, Borrower shall duly cause its accounts receivable ledger and other books and records relating to the Collateral to be stamped, in form and manner satisfactory to Lender, with a proper reference to the fact that the Collateral has been assigned to Lender.

d. Preservation. Lender may, but shall not be obligated to, take such action from time to time as it may in its sole judgment deem appropriate to maintain or protect the Collateral, and for that purpose may, among other things, at its option (i) pay or obtain the removal of any tax, lien, security interest, claim or encumbrance that may be levied or placed on or with respect to any of the Collateral; (ii) pay the costs of insurance on any of the Collateral; or (iii) make any payment under any lease or contract to which Borrower is a party in order to cure or avoid a default thereunder. Borrower shall reimburse Lender, promptly upon demand by Lender, for any costs or expenses incurred by Lender in the protection or maintenance of the Collateral, including the expenditures described herein and any costs to move the Collateral to another location. Lender shall have exercised reasonable care in the custody and preservation of any Collateral in its possession or control if it takes such action for that purpose as Borrower shall request in writing, but the failure to comply with any such request shall not be deemed a failure to exercise reasonable care. Borrower shall have the sole responsibility for taking such steps as may be necessary from time to time to preserve all rights of Borrower and Lender in the Collateral against other parties. Borrower shall keep the Collateral in good condition and repair and shall not waste, destroy, hide, misappropriate any of the Collateral.

e. Insurance. Borrower shall maintain in effect at all times policies of insuring against loss of or damage to all tangible property constituting Collateral. Such insurance shall, except as may otherwise be agreed to in writing by Lender, (i) cover all risks, (ii) be in amounts equal to the full

value of the Collateral, (iii) be provided by such companies as are satisfactory to Lender, (iv) contain a lender's loss payable clause naming Lender as payee as its interest may appear, and (v) provide at least 10 days' prior written notice to Lender of any cancellation. Borrower shall cause a certificate of insurance evidencing the insurance coverage required under this Agreement to be delivered to Lender prior to the closing of the Loan under this Agreement. After an Event of Default, as hereinafter defined, Lender may act as attorney for Borrower in obtaining and canceling such insurance and in adjusting and settling any claims with respect thereto and endorsing any drafts received as a result thereof.

f. Liens. Borrower represents and warrants that the Collateral is, and covenants and agrees that it will keep the Collateral free from, any lien, security interest (other than the security interest herein granted; other security interests granted to Lender, Snap-on Tools Company LLC, or their affiliates; and other liens permitted under Section 5.a.ii below), claim or encumbrance, and agrees to defend the Collateral against any and all claims and demands of all persons at any time claiming the same or any interest therein.

g. Use. Borrower shall not sell, assign, lease, transfer or convey any of the Collateral or any interest therein; provided that, so long as no Event of Default, as hereinafter defined, has occurred under this Agreement, Borrower may sell Inventory in the ordinary course of business (not including any transfer in connection with or in satisfaction of any debt) and may sell or assign Accounts and equipment leases to Lender, Snap-on, or their affiliates in the ordinary course of business. Borrower may use and consume any supplies, the use and consumption of which is necessary in order to carry on Borrower's business, may use and operate any Equipment and may otherwise use the Collateral in any lawful manner not inconsistent with this Agreement, so long as no Event of Default has occurred under this Agreement.

h. Locations. Borrower represents and warrants that all Collateral shall be kept at the location indicated in the first paragraph of this Agreement or other location pre-approved by Lender; provided that Borrower may move its business vehicles and their contents, including Inventory and Equipment, so long as they are routinely returned to the referenced location. Borrower shall notify Lender promptly in writing of any change in Borrower's address or in the location of any Collateral or use of any other names under which it is doing business.

i. Collection of Accounts. The collection of the Accounts and the application of the proceeds received therefrom shall be subject to the following:

i. Borrower is authorized to collect the Accounts or any part thereof, but such authorization may be restricted or terminated by Lender at any time in the Event of Default, as hereinafter defined. Borrower shall not, without the prior written consent of Lender (i) grant any extension of time for the payment of the Accounts; (ii) compromise, compound or settle the Accounts or any part thereof for less than the full amount thereof; (iii) release, in whole or in part, any person liable for the payment of the Accounts or any part thereof, or allow any credit, discount or allowance whatsoever upon the Accounts or any part thereof, unless such activity shall be deemed to be in the ordinary course of Borrower's business and will not occasion or threaten a material adverse change in the financial condition or results of Borrower's business operations.

ii. Upon the occurrence of an Event of Default (as hereinafter defined) Lender may, without notice to or assent of Borrower, extend the time of payment or compromise, settle for cash or credit or otherwise settle, upon any terms or conditions, any part of the Accounts and thereby discharge or release the person or persons liable for the payment of the Accounts or any part thereof without affecting Borrower's Liabilities to Lender. Lender may, but shall not be obliged to, demand or enforce payment of the Accounts or any part thereof and shall not be liable for its failure to collect or enforce the payment thereof or for the negligence of its agents or attorneys with respect thereto.

iii. Upon the occurrence of an Event of Default, Lender, without notice to Borrower, may notify any person, corporation or partnership (the "Obligor") liable for the payment of any Account

of the fact that the Account has been assigned to Lender and may direct that payment of such Account be made directly to Lender. If Lender so requests after the occurrence of an Event of Default, all bills and statements rendered by Borrower to the Obligor shall state that the same has been assigned to Lender and is payable solely to Lender. When requested by Lender after the occurrence of an Event of Default, Borrower will notify or cause to be notified the Obligor to pay directly to Lender any sum or sums then due or to become due on account of the Accounts or any part thereof.

4. REPRESENTATIONS AND WARRANTIES OF BORROWER.

a. Borrower represents and warrants to Lender that, except as may have been previously disclosed in writing to Lender:

i. Borrower is a sole proprietor of an unincorporated business or is a duly organized, validly existing corporation limited liability company or other legal entity in good standing under the laws of its jurisdiction of organization, and, if a corporation, a limited liability company or other legal entity, is duly qualified and in good standing and authorized to do business in each other jurisdiction where, because of the nature of Borrower's activities or properties, such qualification is required;

ii. The execution and delivery of this Agreement, the borrowings hereunder, the execution and delivery of the Note, and the performance by Borrower of its obligations under this Agreement and the Note are within Borrower's powers and have been duly authorized by all necessary action (corporate or other), and do not and will not contravene or conflict with any provision of any organizational documents (including, without limitation, any articles of incorporation or by-laws) of Borrower or of any agreement or other document binding upon Borrower or to which its assets are subject;

iii. This Agreement is, and the Note, when executed and delivered will be legal, valid and binding obligations of Borrower enforceable against Borrower in accordance with their respective terms, subject only to bankruptcy, insolvency and other similar laws generally relating to or affecting the enforceability of creditors' rights;

iv. There are no legal, governmental, arbitration or other actions or proceedings which are pending or threatened against Borrower which might result in (a) any material adverse change in Borrower's financial condition, or results of Borrower's business operations; or (b) materially and adversely affect Borrowers' use of Borrower's property or assets, including the Collateral;

v. Except as disclosed in the financial statements of Borrower most recently delivered to Lender pursuant to or in connection with this Agreement, Borrower has no indebtedness or other liabilities;

vi. Borrower is solvent and generally paying its debts as they mature, and Borrower has capital sufficient to carry on its current and proposed business and transactions;

vii. The financial statements, schedules and other information furnished to Lender prior to and after the execution and delivery of this Agreement fairly and accurately present the financial condition and, if applicable, results of operations of Borrower (and any other persons described therein) as of and for the period ending on the date as of which such financial statements are presented; and since the date of the financial statements of Borrower most recently furnished to Lender, there has been no material adverse change in the financial condition or results of business operations of Borrower;

viii. Borrower has timely filed all material tax returns and reports required to be filed by Borrower with any governmental entity, and has timely paid all taxes, assessments, fees and other charges upon Borrower and upon Borrower's properties, assets and income due and payable;

ix. None of Borrower's Liabilities violates the provisions of the usury laws or any other laws governing interest rates of any state having jurisdiction over Borrower's Liabilities, this Agreement

or any transaction contemplated hereby; and the Loan is a loan to a business and each of Borrower's Liabilities under this Agreement is primarily for a business or commercial purpose and does not consist of or involve any credit offered or extended to a consumer primarily for personal, family or household purposes;

x. The Borrower is not in violation of any applicable law, regulation or ordinance of the United States of America or any state, city, town, municipality, county or other jurisdiction, or of any agency or instrumentality of any of the foregoing, in any respect materially and adversely affecting its financial condition, results of operations of Borrower's business, or its property or assets, including, without limitation, any law, regulation or ordinance relating to occupational health or safety or protection of the environment, including hazardous substances; and

xi. The Borrower continues to operate any additional van if such additional van operation was the basis for all or a portion of the Loan.

b. Borrower further represents and warrants that as of the date of this Agreement and as of the disbursement of the Loan, Borrower is in full compliance with all of Borrower's covenants under this Agreement and there does not exist any Event of Default or other event which, but for the passage of time or giving of notice would be an Event of Default.

5. COVENANTS OF BORROWER.

a. Negative Covenants. Borrower shall not:

i. Sell, assign, lease, transfer or convey any of Borrower's property or assets or any interest therein except sales of Inventory, sales or assignments of Accounts and equipment leases to Snap-on Tools Company LLC, Lender, or their affiliates, and use of cash in the ordinary course of business; and Borrower shall at all times have good title to and ownership of its property and assets, including the Collateral, and shall, except as permitted in Section 5.a.ii below, not allow, suffer or cause to exist thereon any lien, claim, security interest or encumbrance (including, without limitation, any lien or encumbrance of any governmental entity or agency or with respect to any taxes or debts owed thereto); provided that Borrower shall have the right to contest, in good faith, with reasonable diligence and by appropriate proceedings, the validity of any lien or encumbrance or claim thereof, but only if none of the property or assets of Borrower is subject to sale or foreclosure during such contest, and Borrower shall promptly pay any judgment rendered against Borrower in connection with any such contest;

ii. Incur any indebtedness or guarantee or otherwise become liable with respect to the obligation or indebtedness of any other person or entity, whether for borrowed money or otherwise, except for (a) indebtedness incurred in connection with the lease or purchase of Borrower's van, computer system and other business equipment, provided Lender consents in its sole discretion to such loan or lease, (b) Borrower's Liabilities and any other indebtedness owed to Lender, (c) extensions of the maturities of existing indebtedness and interest thereon, (d) indebtedness which is unsecured and is to persons who execute and deliver to Lender (in form and substance acceptable to Lender) agreements subordinating such indebtedness and their claims against Borrower in connection therewith to the payment of Borrower's Liabilities, (e) indebtedness for personal, family or household purposes that is either unsecured or secured by assets other than the Collateral, and (f) trade payables and other obligations arising in the ordinary course of business;

iii. Enter into any transaction which materially and adversely affects Borrower's ability to repay Borrower's Liabilities or any other indebtedness of Borrower;

iv. Close or deplete the bank account from which payments on the Note are to be debited pursuant to Section 2.b above, unless suitable arrangements are made upon 30 days' written notice to Lender prior to such closure or depletion for Lender to debit a different bank account; and

v. Use the Loan or any portion thereof to make any payment to Snap-on or its affiliates (other than Lender) except payments for the purchase of Inventory, Accounts or other assets for use in Borrower's Franchise.

b. Affirmative Covenants. Borrower shall:

i. Operate Borrower's business and properties and always conform Borrower's conduct in accordance with and comply in all respects with all applicable laws, regulations and ordinances of the United States of America, of any state, city, town, municipality, county or other jurisdiction, and of any agency or instrumentality of any of the foregoing;

ii. Timely file all tax returns and reports required to be filed by Borrower with any governmental entity, and timely pay all taxes, assessments, fees and other charges upon Borrower and upon Borrower's properties, assets and income;

iii. Maintain sufficient funds in the bank account to be debited pursuant to Section 2.b above to make each payment on the Note and under this Agreement when and as due;

iv. Maintain levels of Inventory (at Borrower's cost) and Accounts (excluding Accounts or equipment leases sold or assigned to Snap-on, Lender or their affiliates in exchange for consideration other than the Loan) at least equal to the original principal amount of the Loan less any mandatory prepayments as required herein;

v. Use the Loan solely to acquire Inventory, Accounts and other assets and for working capital in connection with the commencement and operation of Borrower's Franchise;

vi. Prepare and deliver to Lender, from time to time as requested, financial statements and other information regarding the financial condition and results of operations of Borrower's Franchise; and

vii. Comply with all terms of the van lease and any van maintenance agreement.

6. DEFAULT AND ACCELERATION BY LENDER.

a. Automatic Acceleration Without Notice. Borrower shall be deemed in default under this Agreement and Lender may, at its option, without prejudice to any and all other rights and remedies it may have under this Agreement or under applicable law, accelerate the Loan and declare the entire unpaid amount of Borrower's Liabilities to be immediately due and payable under this Agreement without notice to Borrower in the following instances each of which shall be considered an Event of Default:

i. If Borrower is adjudicated a bankrupt or becomes insolvent, or has a trustee or receiver appointed by a court of competent jurisdiction for all or any part of Borrower's property; or

ii. If a plan of liquidation, reorganization, composition or arrangement of Borrower's affairs is sought to be instituted for or against Borrower, whether or not the same is subsequently approved by a court of competent jurisdiction; or

iii. If a proceeding is filed under any bankruptcy laws or other similar laws and such proceeding is not dismissed within ninety (90) days after filing; or

iv. If Borrower makes a general assignment for the benefit of creditors; or

v. Upon the death or incapacity of Borrower (or a significant owner of Borrower if Borrower is a corporation, limited liability company or other legal entity); or

vi. If Borrower shall cease to be an authorized Snap-on Franchisee because of the termination of, or the transfer or assignment of rights under, the Franchise Agreement between Borrower and Snap-on (or an affiliate thereof).

b. Acceleration Upon Notice. Borrower shall be deemed in default under this Agreement and Lender may, at its option, without prejudice to any and all other rights and remedies it may have

under this Agreement or under applicable law, accelerate the Loan and declare the entire unpaid amount of Borrower's Liabilities to be immediately due and payable under this Agreement effective upon Borrower's receipt of written notice of acceleration in the following instances each of which shall be considered an Event of Default:

- i. If Borrower fails to satisfy any material judgment against Borrower within thirty (30) days after the judgment is entered and becomes final; or
- ii. If any representation or warranty of Borrower contained in this Agreement or in any document or instrument delivered pursuant to this Agreement is untrue or incorrect; or
- iii. If Borrower falsifies any report or document required to be furnished Lender, or has made a material misrepresentation in connection with the approval of Borrower under this Agreement, or engages in conduct involving dishonesty in dealing with Lender; or
- iv. If Borrower has any obligations outstanding to Lender under this Agreement and Borrower's equity, as determined in accordance with a physical inventory, and review of RA balances has declined from the previous inventory and review of RA balances (or, if no physical inventory has yet been conducted, since Borrower began operations) and Borrower's equity in Borrower's Franchise is not restored by the next physical inventory and review of RA balances (which may be taken thirty (30) days or more after the previous inventory); or
- v. If Borrower remains in default beyond the applicable cure period, if any, under any other written agreement with Lender or Snap-on (or any subsidiary or affiliate of Snap-on) or under any van lease for vans used in Borrower's business; or
- vi. If any guarantee of any of Borrower's Liabilities is terminated or limited for any reason, including, without limitation, because of revocation or the death of any guarantor.

c. Acceleration Upon Expiration of Cure Period.

i. Except for those items listed in preceding Sections 6.a - b, Borrower shall have thirty (30) days after written notice of default from Lender within which to remedy any Event of Default under this Agreement, including but not limited to, those items set forth below as (1) through (3) of this Section 6.c, and provide evidence of that remedy to Lender. If any such default is not cured within that time, Lender may accelerate all Loans and declare the entire unpaid amount of Borrower's Liabilities to be immediately due and payable without further notice to Borrower effective immediately upon expiration of that time, unless Lender shall notify Borrower otherwise in writing.

(1) Failure by Borrower to comply with the provisions of this Agreement or any vehicle lease for vehicles used in Borrower's business or any other written agreement with Lender (or any subsidiary or affiliate including Snap-on) or to carry out the terms of this Agreement in good faith; or

(2) Failure of Borrower to observe or to comply with any of the covenants set forth in this Agreement, or

(3) Failure of Borrower to submit when required any reports pertaining to the Franchise.

ii. Notwithstanding the provisions of preceding Section 6.c.i, if the Event of Default consists of Borrower's failure to pay any monies owed to Lender when such monies become due and payable, whether pursuant to this Agreement, any Loan, or otherwise (whether upon maturity, acceleration or otherwise), and Borrower fails to pay such monies within ten (10) days after receiving written notice of default, then, unless Lender shall notify Borrower otherwise in writing, the entire amount of Borrower's Liabilities and all balances due under this Agreement shall be accelerated and shall be immediately due and payable in full without prejudice to any and all other rights and remedies Lender may have under this Agreement or under applicable law.

7. EFFECT OF DEFAULT AND ACCELERATION ON BORROWER'S RIGHTS. If an Event of Default under this Agreement shall occur, then Lender may, at its option, exercise any one or more of the following rights and remedies:

a. If no Loan has been disbursed, Lender may terminate and cancel this Agreement, or if an additional Loan has not been disbursed, Lender may refuse to disburse the additional Loan amount;

b. Lender may accelerate all Loans and declare the entire unpaid amount of Borrower's Liabilities to be immediately due and payable;

c. Except as may otherwise be required by law, Lender (a) may sell all or any of the Collateral at public or private sale or sales upon such terms and conditions as Lender deems proper (and Lender may purchase any or all of the Collateral at any such sale), and apply the net proceeds of such sale, after deducting all costs, expenses and attorneys' fees incurred at any time in the collection of Borrower's Liabilities and in the protection and sale of the Collateral or Lender's assignee or vendors under any Van Lease Program, first to the payment of Borrower's Liabilities and then to the payment of any other liabilities of Borrower to Lender, and shall return any remaining proceeds to Borrower; provided that Borrower shall remain liable for any Borrower's Liabilities or other amounts remaining unpaid after such application and interest thereon; and (b) may take such other actions as it may deem appropriate or in its interest with respect to the Collateral including, without limitation, (i) transferring the whole or any part of the Collateral into its name or the name of a nominee, (ii) collecting any amounts due on the Collateral directly from the persons obligated thereon, (iii) exercising any voting or other rights with respect to any Collateral consisting of securities, (iv) taking possession and control of the Collateral and any proceeds thereof and (v) suing or making any compromise or settlement with respect to any of the Collateral; and

d. Lender may exercise from time to time any rights and remedies available to it under all applicable laws, including, without limitation, the UCC and the commercial code of any other applicable state. In addition to and not in limitation of all rights of offset that Lender may have under applicable law, Lender shall, upon the occurrence of an Event of Default, have the right to appropriate and apply to the payment of and to set-off against Borrower's Liabilities any and all balances, credits, accounts or money of Borrower then or thereafter received or held by or under the control of Lender. Except as may otherwise be required by law, including with respect to notice of any sale of Collateral, Borrower hereby waives, in connection with this Agreement and Borrower's Liabilities, any right under or benefit of any law (whether or not intended for its advantage or protection) that would restrict or limit the right or ability of Lender to obtain payment of Borrower's Liabilities, including any law that would restrict or limit Lender in the exercise of right to appropriate at any time hereafter any indebtedness owing from Lender to Borrower and any property of Borrower in the possession or control of Lender and apply the same toward or set-off the same against the payment of Borrower's Liabilities. All rights of Lender under this Agreement are cumulative.

8. INDEMNIFICATION BY BORROWER. Borrower shall indemnify and hold Lender, its officers, directors, agents and employees from and against any and all loss, liability or damage (including attorney's fees) arising out of or related to (i) Borrower's violation of applicable law, including, without limitation, any law, regulation or ordinances relating to taxation, employment, the environment or hazardous substances; and (ii) any hazardous substances disposed of or located, released or transported from any property owned, leased or used by Borrower, or (iii) any claim of any of the foregoing.

9. MEDIATION; ARBITRATION; CERTAIN WAIVERS; MISCELLANEOUS.

a. Mediation. Except as otherwise provided in Section 9.e., the parties agree to attempt to resolve any controversy or dispute arising out of, or relating to this Agreement or Borrower's relationship with Lender including, but not limited to, any claim by Borrower, or any person in privity

with or claiming through on behalf of or in the right of Borrower, by non-binding mediation prior to any matter being submitted to arbitration. This provision applies only to controversies and disputes that are specific to Borrower or any person in privity with or claiming through on behalf of or in the right of Borrower and not to issues that affect Snap-on franchisees generally. Any such mediation will be held within 30 days after a demand for mediation is made by either party by notice to the other party. The mediation will be conducted in the state in which Borrower resides. The mediator will be selected by mutual agreement between Borrower and Lender. Lender will pay the costs of the mediator and location at which the mediation takes place.

The parties acknowledge that mediation proceedings are settlement negotiations and that to the extent allowed or required by applicable law, all offers, promises, conduct and statements, whether oral or written, made in the course of the mediation will be confidential and inadmissible in any arbitration, litigation or other legal proceeding involving the parties, provided however, that evidence which is otherwise admissible or discoverable will not be rendered inadmissible or non-discoverable as a result of its use in mediation.

b. Agreement to Arbitrate. Except as otherwise provided in Section 9.e., any controversy or dispute arising out of, or relating to this Agreement or Borrower's relationship with Lender, including, but not limited to, any claim by Borrower, or any person in privity with or claiming through, on behalf of or in the right of Borrower, concerning the entry into, performance under, nonrenewal of, or termination of, this Agreement; any claim against a past or present employee, officer, director, agent or affiliate of Lender; any claim of breach of this Agreement or any agreement between the parties or their respective affiliates (whether existing before or after this Agreement); and any claims arising under or relating to state or federal laws, including the common law (for example, tort or contract claims), or any statutes, rules, or regulations, shall be submitted to final and binding arbitration as the sole and exclusive means for final and binding resolution of any such controversy or dispute. Persons in privity with or claiming through, on behalf of or in the right of Borrower include, but are not limited to, spouses and other family members, heirs, executors, representatives, shareholders, members, successors and assigns. In no event shall persons in privity include other Snap-on franchisees who have signed separate franchise agreements with Snap-on.

A party's failure or refusal to resolve the controversy or dispute through mediation under Section 9(a) shall not affect either party's obligation to arbitrate the dispute or controversy under this Section 9(b). A demand for arbitration must be made within the applicable statute of limitation period; otherwise, the right to any remedy shall be forever barred, as provided by applicable law and determined by the arbitrator.

c. Procedures for Arbitration. Notwithstanding any other provision of this Agreement, arbitration under this Section 9 shall be governed exclusively by the Federal Arbitration Act as amended (9 U.S.C. §§ 1 et seq.), and arbitration shall take place according to the Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules") in effect as of the date the demand for arbitration is filed. The AAA Rules may be found on the American Arbitration Association's web site at www.adr.org or by searching for those rules using a service such as www.google.com. The arbitration shall be held at the office of the American Arbitration Association nearest the Snap-on Regional Sales Office to which Borrower was assigned prior to the dispute; provided, however, if such office is outside the state in which the Borrower resides, Borrower may cause the arbitration to be held within the Borrower's state of residence at a place mutually convenient to the parties and the arbitrator. The arbitration shall proceed before a single arbitrator. The arbitrator shall be chosen in accordance with the AAA Rules. If the amount claimed by the party filing for arbitration both in the original demand for arbitration and in any amendment is less than Seventy-five Thousand Dollars (\$75,000.00), Lender shall pay the fees and expenses of the arbitrator and filing fees and costs charged by the American Arbitration Association up to a maximum of Seven

Thousand Five Hundred Dollars (\$7,500.00). Any amount in excess of Seven Thousand Five Hundred Dollars (\$7,500.00) will be split equally by the parties. If the amount of the claim filed either in the original demand for arbitration or by amendment is for Seventy-five Thousand Dollars (\$75,000.00) or more, the parties agree to split equally the fees and expenses of the arbitrator and the filing fees and costs charged by the American Arbitration Association. If Borrower demonstrates that it is unable to pay its portion of these fees, expenses or costs, then the fees, expenses or costs shall be reapportioned by the arbitrator in accordance with applicable law.

Unless otherwise agreed by the parties or ordered by the arbitrator, following a party's motion for additional discovery, pre-hearing discovery in any arbitration is limited to the following: (1) production of all documents that will be introduced at the hearing; (2) production of written or recorded statements that a party intends to introduce at the hearing; (3) production of all documents relied upon by experts who will testify at the hearing; (4) production by Borrower of tax returns filed by Borrower (including tax returns for a significant owner of Borrower if Borrower is a corporation or limited liability company) for the last three (3) tax years; (4) Statements of Borrower's account balance(s) with Lender for three (3) years prior to the filing of the arbitration (or if any Loans are open or active within three years of the time of the filing, history for the term of such Loan) and (5) not more than two depositions per side.

d. Limitation on Damages, Enforceability. Each party further agrees that, unless such a limitation is prohibited by applicable law as determined by the arbitrator, a, the other party shall not be liable for punitive or exemplary damages and that the arbitrator shall have no authority to award the same. The award or decision by the arbitrator shall be final and binding on the parties and may be enforced by judgment or order of a court having competent jurisdiction. The parties consent to the exercise of personal jurisdiction in the state where the arbitration took place. The parties consent to the exercise of personal jurisdiction over them by such courts for the purpose of carrying out this provision; and they waive any objections that they would otherwise have to the same. The parties agree to arbitrate only controversies and disputes that are specific to Borrower or any person in privity with or claiming through, on behalf of or in the right of, Borrower and therefore Borrower and Lender agree that (i) arbitration under this Section 9 shall be brought on an individual basis only and may not be brought as a class or consolidated action or by way of joinder of separate parties unless all parties otherwise agree in writing, and absent such written agreement (ii) there will be no right or authority for any controversy or dispute to be brought, heard or arbitrated as a class or consolidated action or by way of joinder of separate parties ("Class/Consolidated Action Waiver"). Notwithstanding any other provision of this Agreement or the AAA Rules, disputes regarding the validity, enforceability or breach of the Class/Consolidated Action Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. No finding or stipulation of fact or law in any other arbitration shall be given preclusive or collateral estoppel effect in any arbitration hereunder. In no event shall the arbitrator have the right, power, jurisdiction or contractual authority to award any damages or relief in excess of or in addition to those damages suffered specifically by the parties to arbitration, or as otherwise provided by applicable law or this Agreement. In any case in which (1) the dispute is filed as a class or consolidated action or by way of joinder of separate parties and (2) there is a final judicial determination that all or part of the Class/Consolidated Action Waiver is invalid or unenforceable, the class, consolidated action or joinder of separate parties to that extent must be litigated in a civil court of competent jurisdiction, but the portion of the Class/Consolidated Action Waiver that is enforceable shall be enforced in arbitration.

In addition, in the event any other provision in this Section 9 is determined to be invalid or unenforceable as a matter of law, then it is the intention of the parties to this Agreement that such provision be deemed inoperative and stricken from this Agreement, and that the remainder of this Section 9, to the extent not legally invalid or unenforceable under applicable law, be enforced as

written and as if the invalid or unenforceable provision or provisions had not been included in this Section 9.

e. Provisional Remedies. Each party shall have the right to seek from an appropriate court provisional remedies including, but not limited to, temporary restraining orders, preliminary injunctions or replevin orders before, during or after arbitration. Neither party need await the outcome of the arbitration or selection of an arbitrator before seeking provisional remedies. Seeking any such remedies shall not be deemed to be a waiver of either party's right to compel arbitration. Any such action shall be brought by Lender or Borrower in the county (or similar political unit) or federal judicial district where Borrower resides, or where any property that may be the subject of the action is located. The parties consent to the exercise of personal jurisdiction over them by courts located there and to the propriety of venue in such courts for the purpose of carrying out this provision; they waive any objections that they would otherwise have to the same; and they waive the right to have any such action decided by a jury.

f. Waiver of Demand, Etc. Borrower hereby waives demand, presentment and protest, and notice of demand, presentment, protest, nonpayment or dishonor, with respect to the Note and Borrower's Liabilities, and with respect to any notes, checks or other negotiable instruments which may be included in the Collateral or held by Lender with respect to which Borrower is an endorser, drawer, surety or other responsible party, and Borrower hereby consents to any and every renewal or extension of time that may be granted with respect to such instruments.

g. Collection Costs. Except as provided under Section 9.c. above Borrower shall pay all reasonable costs of collection of Borrower's Liabilities, all reasonable costs in connection with the use, custody, protection and sale of the Collateral and all reasonable costs paid or incurred in enforcing or preserving any of Lender's rights hereunder or in connection with any transaction or proceeding in which Lender may become concerned or involved by reason of its interest in this Agreement or any of Borrower's Liabilities or any action by Borrower, in each case including reasonable attorneys' fees, all promptly on demand of Lender or other person incurring the same. Borrower shall also pay interest on the foregoing amounts at the highest default rate provided under Section 2.a. Any such costs may be deducted by Lender from any money received under this Agreement or on the Note.

h. No Waiver by Lender. Lender shall not (by act, delay, omission or otherwise) be deemed to have waived any of its rights or remedies hereunder, or provision hereof, unless such waiver is in writing and signed by Lender, and any such waiver shall be effective only to the extent specifically set forth therein; and a waiver by Lender of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to or waiver of any such right or remedy which Lender would otherwise have had on any future occasion.

i. Further Acts. Borrower shall do and perform all further acts and deeds and shall execute and deliver to Lender all instruments, documents, assignments, assurances or other writings that may be necessary or desirable to Lender to carry out the terms and intent of this agreement or effectuate the rights of Lender hereunder.

j. Limitation of Lender's Liability. Borrower agrees that Lender shall not be liable to Borrower for (i) any failure of Lender to protect, enforce or collect in whole or in part any of the Collateral; (ii) Lender's notification to any Obligor of Lender's security interest in the Accounts; (iii) Lender's directing any Obligor to pay any sums owing to Borrower directly to Lender; and (iv) any other act or omission to act on the part of Lender, its officers, agents or employees, except for gross negligence or willful misconduct.

k. Severability. In addition to severability as provided in Section 9, each article, section, subsection, paragraph, subparagraph, term, and condition of this Agreement and any portions thereof, shall be considered severable. If, for any reason, any portion of this Agreement is

determined to be invalid, contrary to, or in conflict with, any applicable present or future laws in a final, non-appealable ruling issued by any court, agency, or tribunal with valid jurisdiction in a proceeding to which Snap-on Credit is a party, that ruling shall not impair the operation of, or have any other effect upon, any other portions of this Agreement; all of which shall remain binding on the parties and continue to be given full force and effect. Any invalid portion shall be deemed not to be a part of this Agreement as of the date upon which the ruling becomes final, if Borrower is a party to such proceedings, or upon Borrower's receipt of notice of non-enforceability from Snap-on Credit.

l. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Borrower and Lender, provided that this Agreement may not be assigned by Borrower without the prior written consent of Lender.

m. Notices. All notices, requests, consents, or approvals required or permitted to be given hereunder shall be in writing and shall be deemed to be properly delivered immediately, if personally delivered, on the date of receipt if overnight delivery service is used or five (5) business days after having been sent by United States Postal Service registered or certified mail, postage prepaid, return receipt requested: (a) if to Borrower, addressed to Borrower at the address first above written or at such other address as Borrower may have designated from time to time by written notice to Snap-on Credit; and (b) if to Lender, addressed to Snap-on Credit LLC at 950 Technology Way, Suite 301, Libertyville, Illinois, 60048 (marked Attn: President), or to such other address as Lender may have designated from time to time by written notice to Borrower.

n. Amendments. This Agreement may be amended from time to time by amendments duly executed by Borrower and Lender; provided that any amendment hereto signed by Borrower shall be binding upon Borrower.

o. Multiple Borrowers. If this Agreement (including any counterpart hereof) is signed by more than one Borrower, the liability of each Borrower shall be joint and several, and each reference herein to Borrower shall be deemed to refer to each such Borrower. No release, discharge or modification of the obligations of, or the Collateral provided by, any person liable under this Agreement shall affect the obligations of any other person under this Agreement.

p. Entire Agreement. This Agreement and the Note and the other documents delivered or to be delivered in connection with or pursuant to this Agreement contain all of the agreements of Lender and Borrower with respect to the subject matter hereof.

q. Governing Law. Except to the extent that the Federal Arbitration Act shall apply in accordance with Section 9 above, this Agreement and the relationship of the parties shall be construed in accordance with the laws (without regard to the conflicts of laws provisions) of the State Illinois in which the Lender's office is located.

FOR CALIFORNIA RESIDENTS: This Agreement is made pursuant to Section 22500 of the California Financial Code. California Finance Lenders License No. 603-6880.

NOTICE TO SOUTH DAKOTA RESIDENTS: Any concerns regarding improprieties may be reported to the South Dakota Division of Banking, 1601 N. Harrison Avenue, Suite 1, Pierre, South Dakota, 57501, or call 605.773.3421

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly signed
_____.

BORROWER

SNAP-ON CREDIT LLC

(Print Name and Title)

Send notices to attention of:

(Title)

APPENDIX I.3.A



CONTINUING UNCONDITIONAL GUARANTEE (FOR CORPORATE or LIMITED LIABILITY COMPANY)

FOR VALUE RECEIVED, and to induce Snap-on Credit LLC, (the "Snap-on Credit") to lease, lend money, extend credit or provide other financial accommodation, or agree to accept assignment of certain contracts or rights, or to enter into other contractual relationships or to continue any of the foregoing, to or with _____, a _____ corporation or limited liability company [strike one] ("Company") the majority of the stock of which or the majority membership interest in which [strike one] is owned by the Guarantor or Guarantors, and in consideration thereof, the undersigned Guarantor or Guarantors (hereafter collectively the "Guarantor") hereby unconditionally absolutely guarantees: (A) the full and prompt payment when due (whether at maturity or by declaration, amortization, acceleration or otherwise) and at all times thereafter of all indebtedness, obligations and liabilities of every kind and nature whatsoever of Company to Snap-on Credit howsoever created, arising, acquired, held or evidenced, and whether direct or indirect, primary or secondary, absolute or contingent, joint or several, now or hereafter existing, due or to become due; and (B) the full, prompt and faithful performance and discharge by Company of each and every term, condition, agreement, representation and warranty on the part of Company contained in any agreement (including any amendment, modification or supplement thereof) relating to any loan, credit or other financial accommodation from Snap-on Credit to Company or any other contractual relationship between Snap-on Credit and Company (all such obligations referred to in (A) and (B) above being hereinafter collectively referred to as the "Liabilities"). The Guarantor further agrees to pay to Snap-on Credit, upon demand, all costs and expenses, including attorneys' fees, paid or incurred by Snap-on Credit in collecting or obtaining payment or performance of any Liabilities or in enforcing Snap-on Credit's rights under or with respect to any agreement or collateral or other security in connection with any Liabilities, or in enforcing this Continuing Unconditional Guarantee (this "Guarantee").

In the event that Company fails to pay, perform or discharge the Liabilities when such Liabilities become due and payable (whether by default, acceleration or otherwise), or in the event of the death, incompetency, dissolution, insolvency or bankruptcy of Company or the Guarantor or the inability of Company to pay its debts as they mature, or in the event of an assignment by Company for the benefit of creditors, or the institution of any proceeding by or against Company alleging that Company is insolvent or unable to pay its debts as they mature, and if such event shall occur at a time when any of the Liabilities may not then be due and payable, the Guarantor agrees to pay to Snap-on Credit, immediately upon demand, the full amount which would be payable hereunder by the Guarantor if all of the Liabilities were then due and payable and to otherwise perform and discharge such Liabilities.

This Guarantee shall be a continuing, absolute and unconditional guarantee, and shall remain in full force and effect until written notice of its discontinuance shall be actually received by Snap-on Credit, and also until any and all of said Liabilities created before receiving such notice of discontinuance shall be fully paid, performed or discharged. The death of the Guarantor shall not terminate this Guarantee until written notice of such death shall have been actually received by Snap-on Credit, and also until all of said Liabilities created before receiving such notice shall be fully paid, performed or discharged.

The liability of the Guarantor under this Guarantee shall not be affected, impaired, reduced, released, limited or modified by any of the following (any or all of which may be done or omitted by Snap-on Credit in its sole discretion and without notice): (a) any act or failure to act by Snap-on Credit with respect to Company, the Liabilities or any collateral or security therefore; (b) any sale, pledge, surrender, compromise, release, renewal, extension, indulgence, alteration, disposition, exchange, change or modification in or of any of the Liabilities (including, without limitation, any renewal note), any collateral or security for the Liabilities or any agreement or instrument relating to the Liabilities; (c) the acceptance, rejection or release by Snap-on Credit of any collateral or security for, any obligor with respect to, or any other guarantee of, any of the Liabilities; (d) any failure, neglect or omission by Snap-on Credit to realize upon any of the Liabilities or upon any collateral or security therefore (including any failure to protect or insure or to perfect any lien on any such collateral or security); (e) the invalidity or unenforceability of or any irregularity with respect to any Liability; (f) the bankruptcy or insolvency of Company or the application to Company or its estate of any provision of the United States Bankruptcy Code or any other bankruptcy or insolvency law; (g) the extension of additional loans, credits or other financial accommodations made to Company without notice to or approval of the Guarantor; (h) any change in Company's name or any merger, acquisition or consolidation involving Company; or (i) any other act or failure to act of any kind by Snap-on Credit, other than the execution and delivery by Snap-on Credit to the Guarantor of a written document clearly and expressly amending, releasing or canceling this Guarantee.

The Guarantor hereby waives: (a) notice of the acceptance of this Guarantee; (b) notice of the existence, creation, extension or modification of any of the Liabilities, any collateral or other security therefore or any agreement relating thereto; (c) demand, presentment, protest and notice of demand, presentment, protest, nonpayment, dishonor or default, and all other notices whatsoever; and (d) all diligence in collection or protection of or realization upon any Liabilities, any obligation of the Guarantor hereunder or any collateral or other security for any of the foregoing.

This Guarantee is a guaranty of payment and not of collection. There shall be no conditions to the obligation of the Guarantor to pay, perform and discharge any Liabilities upon failure by Company to pay, perform or discharge such Liabilities when due (whether at maturity or by declaration, acceleration or otherwise), and Snap-on Credit shall be under no obligation to seek to obtain payment, performance or discharge from Company or any other person or entity or to resort to or seek to realize upon any collateral or any other security or property whatsoever prior to obtaining payment, performance or discharge by the Guarantor on this Guarantee. Snap-on Credit shall have the exclusive right to determine how, when and what application shall be made of any payments and credits on the Liabilities or under this Guarantee.

Until all of the Liabilities are fully paid, performed and discharged, the Guarantor hereby:

(a) assigns to Snap-on Credit as security for the Guarantor's obligations under this Guarantee, and subordinates to the Liabilities, any liabilities, indebtedness and obligations of Company held by or owed to the Guarantor, including any collateral or other security therefore,

(b) assigns to Snap-on Credit, and agrees that Snap-on Credit shall have, a security interest in the following business property, assets, rights and interests of Company or Guarantor (as applicable), whether now owned or existing or hereafter acquired or arising:

(1) Any collateral, including, but not limited to, any goods, equipment, chattel paper, accounts, general intangibles, or any other assets it may now own or hereafter acquire which may constitute Collateral (as such term is defined in (b) (1) through (6), infra), or proceeds of

Collateral of Company or Guarantor (as applicable) for any amounts owed to Snap-on Credit by Company;

(2) All of Company's or Guarantor's (as applicable) Accounts (the term "Accounts" as used herein includes, without limitation, all of Guarantor's accounts receivable arising out of the sale or lease of Inventory or other goods or out of the rendering of services), whether or not specifically assigned to Snap-on Credit;

(3) All of Company's or Guarantor's (as applicable) Inventory (the term "Inventory" as used herein includes, without limitation, all of Company's or Guarantor's goods held for sale or lease or being processed for sale or lease, including all materials, work-in-process, finished goods, supplies and other goods customarily classified as inventory), including Inventory at any time in the possession of any bailee;

(4) All of Company's or Guarantor's (as applicable) business equipment (the "Equipment");

(5) All of Company's or Guarantor's (as applicable) goods, vehicles, (including Company's or Guarantor's van or truck, and to the extent allowed by law without requirement to specify particular VIN numbers of such vehicles) furnishings and fixtures wherever located but only to the extent that such items are used primarily in connection with Company's or Guarantor's (as applicable) Snap-on Business;

(6) All of Company's or Guarantor's (as applicable) cash, negotiable instruments, documents of title, warehouse receipts, chattel paper, general intangibles, securities, leases, contract rights, certificates of deposit, deposit accounts, cash equivalents, interest or dividends on any of the foregoing, insurance claims, patents, trademarks, good will and other property of any kind or description, wherever now or hereafter located, but only to the extent that such items are used primarily in connection with Company's or Guarantor's (as applicable) Snap-on Business; and

Without limiting the foregoing, all substitutions, renewals, improvements and replacements of, and additions and accessions to, the foregoing, and all products and proceeds of the foregoing, including, without limitation, all of the proceeds in any form of Company's or Guarantor's (as applicable) Accounts and Inventory, whether specifically assigned to Snap-on Credit or not. Notwithstanding the foregoing, if Guarantor is an individual, Guarantor's residence, personal, family or household goods and assets not related to or used primarily in connection with Company's or Guarantor's (as applicable) Snap-on Business are specifically excluded from the definition of "Collateral." The terms used herein to identify the Collateral shall have the respective meanings assigned to such terms as of the date hereof in the Uniform Commercial Code, as amended, in effect in the state listed in the introductory paragraph as Company's address (the "UCC"). The security interest granted hereby shall continue to attach to the Collateral notwithstanding any sale, exchange or other disposition of the Collateral by Company or Guarantor (as applicable), except for Inventory sold in the ordinary course of business. The security interest herein granted is to secure the payment of all of Guarantor's obligations to guarantee payment and/or performance to Snap-on Credit of all of the Liabilities; all costs and expenses, including attorneys' fees, paid or incurred by Snap-on Credit in collecting or obtaining payment or performance of any Liabilities or in enforcing Snap-on Credit's rights under or with respect to any agreement or collateral or other security in connection with any Liabilities, or in enforcing this Guarantee and the performance of all of Guarantor's obligations to Snap-on Credit hereunder; and any and all other obligations of Company or Guarantor to Snap-on Credit of every kind and description, direct or indirect, absolute or contingent, due or about to become due, now existing or hereafter arising.

(c) waives any rights that the Guarantor may have against Company or with respect to the Liabilities or any collateral or other security therefore by reason of any one or more payments or acts in compliance with the obligations of the Guarantor under this Guarantee.

Snap-on Credit may, without notice, sell, assign or transfer all or any of the Liabilities and, in such event, each and every immediate and successive assignee, transferee or holder of, or any participant in, any of the Liabilities shall have the rights, powers and benefits granted to Snap-on Credit in this Guarantee, including the right to enforce this Guarantee by suit or otherwise.

In the event that a claim (a "repayment claim") shall be made upon Snap-on Credit at any time for repayment of any amount received by Snap-on Credit in payment of any of the Liabilities, whether received from Company or the Guarantor, or received as the proceeds of collateral, or otherwise, by reason of: (a) any judgment, decree or order of any court or administrative body having jurisdiction over Snap-on Credit or any of its property; or (b) any settlement or compromise of any such repayment claim effected by Snap-on Credit with the claimant (including Company), the Guarantor shall remain liable to Snap-on Credit for any amount repaid pursuant thereto to the same extent as if such amount had never originally been received by Snap-on Credit, notwithstanding any termination hereof or the cancellation of any note or other instrument evidencing any of the Liabilities.

Mediation. Except as otherwise provided in the provisional remedies below the parties agree to attempt to resolve any controversy or disputes arising out of or relating to this Guarantee including, but no limited to by non-binding mediation prior to any matter being submitted to arbitration. This provision applies only to controversies and disputes that are specific to Franchisee, or any person in privity with or claiming through, on behalf of or in the right of Franchisee and not to issues that affect Snap-on franchisees generally. Any such mediation will be held within 30 days after a demand for mediation is made by either party by notice to the other party. The mediation will be conducted in the state in which Franchisee resides. The mediator will be mutually agreed upon by the Franchisee and Snap-on Credit, and Snap-on Credit will pay the costs of the mediator and for the location at which the mediation takes place.

The parties acknowledge that mediation proceedings are settlement negotiations and that to the extent allowed or required by applicable law, all offers, promises, conduct and statements, whether oral or written, made in the course of the mediation will be confidential and inadmissible in any arbitration, litigation or other legal proceeding involving the parties, provided however, that evidence which is otherwise admissible or discoverable will not be rendered inadmissible or non-discoverable as a result of its use in mediation.

Arbitration. Except as otherwise provided in the provisional remedies below, any controversy or dispute arising out of or relating to this Guarantee including, but not limited to, any claim by Guarantor, or any person in privity with or claiming through, on behalf of or in the right of Guarantor, concerning the entry into, performance under, or termination of, this Guarantee; any claim against a past or present employee, officer, director, agent or affiliate of Snap-on Credit; any claim of breach of this Guarantee or any agreement between the parties or their respective affiliates (whether existing before or after this Guarantee); and any claims arising under state or federal laws, including any statutes, rules, or regulations, will be submitted to final and binding arbitration as the sole and exclusive means for final and binding resolution of any such controversy or dispute. Persons in privity with or claiming through, on behalf of or in the right of Franchisee include, but are not limited to, spouses and other family members, heirs, executors, representatives, shareholders, members,

successors and assigns. In no event will persons in privity include other Snap-on franchisees who have signed separate franchise agreements with Snap-on Credit.

A party's failure or refusal to resolve the controversy or dispute through mediation under mediation provision above will not otherwise affect either party's obligation to arbitrate the dispute or controversy under this arbitration provision. A demand for arbitration must be made in writing within the applicable statute of limitation period; otherwise, the right to any remedy will be forever barred, as provided by applicable law and determined by the arbitrator.

Notwithstanding any other provision of this Agreement, arbitration under this arbitration provision will be governed exclusively by the Federal Arbitration Act as amended (9 U.S.C. §§ 1 et seq.), and arbitration will take place according to the Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules") in effect as of the date the demand for arbitration is filed. The AAA Rules may be found on the American Arbitration Association's web site at www.adr.org or by searching for those rules using a service such as www.google.com. The arbitration will be held at the office of the American Arbitration Association nearest the Snap-on Regional Sales Office to which Franchisee was assigned most recently prior to the demand for arbitration; provided, however, if such office is outside the state in which the Franchisee resides, Franchisee may cause the arbitration to be held within Franchisee's state of residence at a place mutually convenient to the parties and the arbitrator.

The arbitration will proceed before a single arbitrator. The arbitrator will be chosen in accordance with the AAA Rules. If the amount claimed by the party filing for arbitration both in the original demand for arbitration and in any amendment is less than Seventy-five Thousand Dollars (\$75,000.00), Snap-on Credit will pay the fees and expenses of the arbitrator and filing fees and costs charged by the American Arbitration Association up to a maximum of Seven Thousand Five Hundred Dollars (\$7,500.00). Any amount in excess of Seven Thousand Five Hundred Dollars (\$7,500.00) will be split equally by the parties. If the amount of the claim filed either in the original demand for arbitration or by amendment is for Seventy-five Thousand Dollars (\$75,000.00) or more, the parties agree to split equally the fees and expenses of the arbitrator and the filing fees and costs charged by the American Arbitration Association. If Franchisee demonstrates that it is unable to pay its portion of these fees, expenses or costs, then the fees, expenses or costs will be reapportioned by the arbitrator in accordance with applicable law.

Unless otherwise agreed by the parties or ordered by the arbitrator, following a party's motion for additional discovery, pre-hearing discovery in any arbitration is limited to the following: (1) production of all documents that will be introduced at the hearing; (2) production of written or recorded statements that a party intends to introduce at the hearing; (3) production of all documents relied upon by experts who will testify at the hearing; (4) production by Franchisee of tax returns filed by Franchisee (including tax returns for a significant owner of a Corporate Franchisee) for the last three (3) tax years; (5) production by Snap-on Credit of Franchisee's statements of account balance with Snap-on Credit for three (3) years prior to the filing of the arbitration; and (6) not more than two depositions per side.

Each party further agrees that, unless such a limitation is prohibited by applicable law, as determined by the arbitrator, a party will not be liable for punitive or exemplary damages and the arbitrator will have no authority to award the same. The award or decision by the arbitrator will be final and binding on the parties and may be enforced by judgment or order of a court of competent jurisdiction. The parties consent to the exercise of personal jurisdiction in the state where the arbitration took place. The parties consent to the exercise of personal jurisdiction over them by such courts for the purpose of carrying out this provision; and they waive any objections that they would otherwise have to the same.

The parties agree to arbitrate only controversies and disputes that are specific to Franchisee, or any person in privity with or claiming through, on behalf of or in the right of, Franchisee, and therefore Franchisee and Snap-on Credit agree that (i) arbitration under this arbitration provision will be brought on an individual basis only and may not be brought as a class or consolidated action or by way of joinder of separate parties unless all parties otherwise agree in writing, and absent such written agreement (ii) there will be no right or authority for any controversy or dispute to be brought, heard or arbitrated as a class or consolidated action or by way of joinder of separate parties ("Class/Consolidated Action Waiver"). Notwithstanding any other provision of this Agreement or the AAA Rules, disputes regarding the validity, enforceability or breach of the Class/Consolidated Action Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. No finding or stipulation of fact or law in any other arbitration shall be given preclusive or collateral estoppel effect in any arbitration hereunder. In no event shall the arbitrator have the right, power, jurisdiction or contractual authority to award any damages or relief in excess of or in addition to those damages suffered specifically by the parties to the arbitration or as otherwise provided by applicable law or this Agreement.

In any case in which (1) the dispute is filed as a class or consolidated action or by way of joinder of separate parties and (2) there is a final judicial determination that all or part of the Class/Consolidated Action Waiver is invalid or unenforceable, the class, consolidated action or joinder of separate parties to that extent must be litigated in a civil court of competent jurisdiction, but the portion of the Class/Consolidated Action Waiver that is enforceable will be enforced in arbitration.

In addition, in the event any other provision in this arbitration provision is determined to be invalid or unenforceable as a matter of law, then it is the intention of the parties to this Agreement that such provision be deemed inoperative and stricken from this Agreement, and that the remainder of this arbitration provision, to the extent not legally invalid or unenforceable under applicable law, be enforced as written as if the invalid or unenforceable provision or provisions had not been included in this arbitration provision.

Provisional Remedies. Each party shall have the right to seek from an appropriate court provisional remedies including, but not limited to, temporary restraining orders, preliminary injunctions or replevin orders before, during or after arbitration. Neither party need await the outcome of the arbitration or selection of an arbitrator before seeking provisional remedies. Seeking any such remedies will not be deemed to be a waiver of either party's right to compel arbitration. Any such action will be brought by Snap-on Credit or Franchisee in the county (or similar political unit) or federal judicial district where Franchisee resides, or where any property that may be the subject of the action is located. The parties consent to the exercise of personal jurisdiction over them by courts located there and to the propriety of venue in such courts for the purpose of carrying out this provision; they waive any objections that they would otherwise have to the same; and they waive the right to have any such action decided by a jury.

This Guarantee shall be deemed to have been delivered and made and shall be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws (without regard to the conflicts of laws provisions) of the State of Illinois in which the Snap-on Credit's office is located, except to the extent the Federal Arbitration Act governs the provisions of any arbitration agreement herein. Whenever possible, except as otherwise provided above, each provision of this Guarantee shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Guarantee shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the

remainder of such provision or the remaining provisions of this Guarantee. This Guarantee shall be binding upon the Guarantor and upon the heirs, legal representatives and successors of the Guarantor, and shall inure to the benefit of Snap-on Credit, its legal representatives, successors and assigns.

If this Guarantee (including any counterpart hereof) is signed by more than one Guarantor, the liability of each Guarantor shall be joint and several, and each reference herein to the Guarantor shall be deemed to refer to each such Guarantor. In furtherance and not in limitation of the rights and remedies of Snap-on Credit hereunder or at law, Snap-on Credit may proceed under this Guarantee against any or all Guarantors in its absolute and sole discretion for any Liabilities or other obligations of Company arising hereunder. No release, discharge or modification of the obligations of, or the collateral provided by, any party liable on this Guarantee shall affect the obligations of any other party on this Guarantee.

IN WITNESS WHEREOF, the undersigned has caused this Guarantee to be executed delivered and dated _____.

(Individual Signature of Guarantor)
Printed Name: _____, an individual

APPENDIX I.3.B



Easy and Convenient Payment Method Automated Payment Plan (Loan)

Sign the form below and ATTACH AN UNSIGNED AND VOIDED CHECK from this account to assist us in verifying data.

I (we) (hereafter, the "Account Holder") authorize Snap-on Credit LLC hereafter called (SOC"), to initiate debit entries to my (our) account as indicated on the attached voided check or set forth below (the "Account"). Account Holder authorizes the financial institution named on the attached voided check, or otherwise identified below, hereafter called "Bank", to honor entries initiated by SOC and debit the same to such Account and/or to correct any errors. This authority is to remain in force and effect until the schedule of payments is completed or until SOC and/or Bank have received notification of its termination. To terminate this authority, Account Holder must call or write Bank, or call or write SOC at 1-877-777-8455 or the address shown below, in time to receive the request 3 business days or more before the payment is scheduled to be made. If Account Holder calls the Bank, they may also require the request be made in writing and to provide it within 14 days after the call.

Account Holder hereby authorizes Bank to pay and charge to the Account, electronic fund transfers or other forms of pre-authorized check or withdrawal order transfers initiated by SOC and its assigns to its own order in the amount of the Weekly Deduction set forth below or in such other authorized amounts as may be due from time to time, which may be more than the weekly Deduction and may include interest or fees charged to my account. If SOC charges the Account authorized amounts in excess of the authorized Weekly Deduction, SOC will tell Account Holder 10 days before each payment, when it will be made and how much it will be.

Account Holder understands that regardless of this Direct Debit authorization, liability to SOC and its assigns continues for any sums due under any agreement with them which are not otherwise available for automatic withdrawal from the Account. In addition, should the Bank assess any charges, fees, or penalties due it as a result of SOC's withdrawal requests from the Account for the purposes set forth in this Agreement, or should SOC assess fees and charges to my account (such as late fees or NSF fees for dishonored payments). Account Holder confirms responsibility for and shall pay such charges, fees, or penalties directly to the Bank or SOC as applicable. If the balance owed on a final payment is less than the specified Weekly Deduction, SOC may reduce such payment withdrawal request accordingly.

<i>Fill in the following or attach blank voided check here:</i>	
Bank Name _____	Bank Telephone # _____
Bank Address _____	
Bank Routing# _____	Bank Account # _____

Weekly Deduction: «APP CON PMT AMT 100»

Anticipated Starting Date: «APP CON FIRST PMT DT 100»*

*This date is approximate. The actual start date is determined when your loan is funded. At that time you will be sent a notification as to what day we will start to initiate debits to your account.

ACCOUNT HOLDER: _____

By: _____ Title: _____

APPENDIX I.4



PROMISSORY NOTE

For value received, the undersigned ("Borrower") hereby promises to pay to the order of Snap-on Credit LLC ("Lender") the principal sum of \$_____, together with interest thereon at the rate of ____% per annum (calculated on the basis of a 365-day year), with interest accrual beginning on the date Lender advances funds hereunder. Principal and interest shall be payable in _____ weekly installments consisting of principal and interest of \$_____, commencing on the first Monday following the passing of ninety (90) calendar days from the date Lender advances funds hereunder (the "Payment Start Date"). Borrower will continue to make installment payments on the first business day of each successive week thereafter. The last installment shall be an amount equal to any remaining unpaid balance, together with all accrued and unpaid interest and any and all other sums due hereunder (if not sooner due or paid), shall be immediately due and payable in full on the first Monday occurring _____ weeks after the Payment Start Date (the "Final Payment Date").

Following the advancement of funds by Lender, Lender shall issue a Final Repayment Confirmation (a "Final Confirmation") specifying (1) the date the funds were advanced, (2) the principal balance of this Note, (3) the Payment Start Date, and (4) the Final Payment Date.

After the occurrence of an Event of Default and for so long as such Event of Default continues, Borrower promises to pay Lender interest on the unpaid principal amount hereof and on all other Borrower's Liabilities at a rate per annum that is equal to the interest rate specified above plus four percent (4%); provided, however, such rate shall not exceed the highest rate permitted by applicable law.

This Note is issued pursuant to, secured by and is subject to all of the terms and provisions of, the Loan and Security Agreement dated as of _____ between Borrower and Lender, as such Loan and Security Agreement may be amended from time to time (the "Loan and Security Agreement"), the terms and provisions of which are hereby incorporated by reference.

A mandatory acceleration and/or prepayment may be required in accordance with the terms of the Loan and Security Agreement. For a statement of the terms and conditions under which the maturity of this Note may be accelerated, reference is made to the Loan and Security Agreement. Capitalized terms used herein and not otherwise defined herein are used with the meanings attributed to them in the Loan and Security Agreement.

Borrower may prepay this Note in full or in part without penalty at any time. Prepayments will be applied first to any accrued but unpaid fees or interest and the remainder, if any, will be applied to reduce principal in inverse order to maturity.

Borrower represents, warrants and covenants that (a) this Note evidences a Loan for business and commercial purposes; (b) the proceeds of the Loan evidenced by this Note have not and will not be used for personal, family or household purposes; (c) neither this Note nor any other Borrower's Liabilities violates the provisions of the usury laws or any other applicable laws governing interest rates of any state having jurisdiction over this Note, Borrower's Liabilities or the Loan and Security Agreement; (d) neither this Note nor any other Borrower's Liabilities is subject to Regulation Z of the Board of Governors of the Federal Reserve System.

Borrower hereby waives demand, presentment, protest, and notice of demand, nonpayment or dishonor with respect to this Note. Borrower agrees to pay all reasonable costs of collection of this Note and any other Borrower's Liabilities, all reasonable costs in connection with the use, custody, protection and sale of the Collateral and all reasonable costs paid or incurred in enforcing or preserving any of Lender's rights hereunder or in connection with any transaction or proceeding in which Lender may become concerned or involved by reason of its interest in this Note or any other Borrower's Liabilities or any action by Borrower, in each case including reasonable attorneys' fees and costs, all promptly on demand of Lender or other person incurring the same. Lender shall not (by act, delay, omission or otherwise) be deemed to have waived any of its rights or remedies hereunder, or any provision hereof, unless such waiver is in writing signed by Lender, and any such waiver shall be effective only to the extent specifically set forth therein; and a waiver by Lender of any right or remedy under this Note on any one occasion shall not be construed as a bar to or waiver of any such right or remedy which Lender would otherwise have had on any future occasion.

All payments under this Note shall be made in immediately available funds by Borrower to Lender at Lender's offices at 950 Technology Way, Suite 301, Libertyville, Illinois, 60048 ("Lender's Principal Office") or at such other location as Lender may designate. Whenever any payment to be made hereunder shall be stated to be due on a date other than a business day, such payment shall be made on the next succeeding business day, and such extension of time shall be included in the computation of interest or any fees. As used herein, "business day" means any day on which Lender is open for business at Lender's Principal Office.

This Note shall be deemed to have been delivered and made at Libertyville, Illinois, shall not be effective until received and accepted by Lender in Libertyville, Illinois, and it is the intent of the parties that this Note shall be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws (without regard to the conflicts of laws provisions) of the State of Illinois. Whenever possible each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note. Whenever in this Note reference is made to Lender or Borrower, such reference shall be deemed to include, as applicable and to the extent permitted by the Loan and Security Agreement, a reference to their respective successors and assigns, and the provisions of this Note shall be binding upon and shall inure to the benefit of such successors and assigns, including, without limitation, a receiver, trustee or debtor in possession of or for Borrower.

Lender may at any time transfer this Note and Lender's rights in any or all of the Collateral. Any transfer by Lender of its rights in any Collateral shall relieve Lender from all liability with respect to such Collateral.

BORROWER

{Name of Borrower}

By: _____ Title: _____

Printed Name of signatory: _____

Date: _____

APPENDIX I.5

SNAP-ON TOOLS SOFTWARE LICENSE AND SUPPORT AGREEMENT

THIS SOFTWARE LICENSE AND SUPPORT AGREEMENT (this "**Agreement**") is entered into by Snap-on Tools Company LLC ("**Snap-on**") and Licensee (defined below). This Agreement also refers to Snap-on and Licensee individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

Snap-on has developed and owns a point of sale computer software application with encryption functionality used for transmitting sales and other franchise business information to Snap-on ("**Licensed Products**," as further described below).

Licensee wishes to use the Licensed Products in operating its business and Snap-on is willing to license the Licensed Products to Licensee for Licensee's use in transmitting sales information to Snap-on.

AGREEMENT

1. DEFINITIONS.

1.1 "Affiliate" means an entity controlled by, under the control of or under common control with a Party. For purposes of this definition, "control" means having the direct or indirect beneficial ownership of a voting interest of at least fifty (50) percent.

1.2 "Licensed Location" means the mobile store identified in Schedule A.

1.3 "Licensed Products" means the computer software programs identified in Schedule A (as Schedule A is supplemented or amended from time to time by the Parties), any software updates supplied by Snap-on, the media in which the programs are delivered, and the associated documentation (including published product specifications and user manuals, whether available in hard copy or available on a website).

1.4 "Licensee" means the Snap-on Affiliate or Snap-on franchisee identified in Schedule A.

1.5 "Third Party Packages" means the third party software programs and libraries distributed with the Licensed Products.

2. SOFTWARE LICENSE.

2.1 Grant. Subject to the terms and conditions of this Agreement, Snap-on grants to Licensee a limited, non-exclusive, non-transferable license to install, run, access and otherwise use the Licensed Products at the Licensed Locations for Licensee's internal business purposes. Nothing in this Agreement grants Licensee any other rights to use, distribute or sublicense the Licensed Products.

2.2 Restrictions.

A. The Licensed Products may only be used by the Licensee and Licensee's authorized personnel and independent contractors solely for Licensee's own internal business purposes;

B. Licensee may not modify, reverse engineer, disassemble, decompile, recompile, sell, lease, sublicense, assign or otherwise transfer the Licensed Products;

C. The Licensed Products may not be used for the operation of any timesharing, service bureau, rental service, subscription service, hosting, outsourcing or similar activity for the benefit of a third party;

D. Licensee acknowledges that the laws and regulations of the United States may restrict the export and re-export of certain commodities and technical data of United States origin, including the Licensed Products in any medium. Licensee will not export or re-export the Licensed Products in any form without the appropriate United States or foreign government licenses. If Licensee becomes aware of any violation of applicable export laws related to the Licensed Products, Licensee must promptly report the details of such violations to Snap-on. Licensee's obligations pursuant to this section will survive and continue after any termination or expiration of rights under this Agreement;

E. Licensee must ensure the Licensed Products are installed on hardware in accordance with Snap-on's specifications, and maintain an internet connection to allow Snap-on remote access to the Licensed Products. Snap-on may access the Licensed Products remotely as deemed reasonably necessary by Snap-on, including to retrieve data, provide support and maintenance, and suspend or terminate Licensee's access to the Licensed Products as permitted under this Agreement;

F. Licensee may not remove any of Snap-on's or any other third party's copyright, trademark and other proprietary notices on or in the Licensed Products;

G. Licensed Products may not be transferred to another device, except for a temporary transfer in the event of a computer malfunction or to a replacement device;

H. Licensed Products may not be duplicated except for a sufficient number of copies for Licensee's licensed use;

I. Licensee may not disclose, or allow access to, the Licensed Products to any third party, except as provided in Section 2.2.A.; and

J. Licensee may not publish the results of any benchmark tests run on the Licensed Products.

3. OWNERSHIP.

3.1 Licensed Products. Snap-on, and its licensors, own the Licensed Products and reserve ownership and all intellectual property rights in the Licensed Products and any metadata generated by the use of the Licensed Products. To the extent Licensee has or later obtains any intellectual property rights in or to the Licensed Products, or any update, upgrade, modification or enhancement, by operation of law or otherwise, Licensee hereby disclaims those rights and hereby assigns all right, title and interest in and to those rights to Snap-on. Licensee will provide reasonable assistance to Snap-on to give effect to such assignment.

3.2 Licensee Data. Licensee will own any customer information it places into the Licensed Products ("**Licensee Data**"). Licensee grants Snap-on a nonexclusive, perpetual, worldwide license to view, use and modify the Licensee Data for Snap-on's business purposes, including without limitation, to create reports, improve the Licensed Products, and to use, modify and incorporate the Licensee Data in de-identified format into other Licensed Products. Snap-on may transfer Licensee Data to third parties that provide services to Snap-on, provided that the third party may only view, use or modify the data for Snap-on's business purposes and for Snap-on's or Licensee's benefit. This Section 3.2 survives termination or expiration of this Agreement.

3.3 Third-Party Packages. The Licensed Products are distributed with Third Party Packages. Licensee's use of the Third Party Packages is subject to the terms and conditions of

their specific license agreements, including any disclaimers of warranties and limitations of liability, and the terms in Schedule B.

3.4 Services. During the term of this Agreement, Snap-on will provide the following support for the Licensed Products: (i) a commercially reasonable amount of technical advice on the Licensed Products, which will be provided via a toll-free telephone number during Snap-on's regular business hours or other reasonable hours as determined by Snap-on; (ii) updates and upgrades for the Licensed Products if and when updates and upgrades become generally available; and (iii) training on the use of the Licensed Products, which will be provided at times and in manner determined by Snap-on.

4. FEES.

4.1 Fee Payment. In consideration for the rights granted under this Agreement, the Licensee will pay to Snap-on the fees set forth in Schedule A. Amounts are payable in U.S. dollars. All fees are invoiced on a monthly basis and will be payable in accordance with Snap-on's then-current standard terms of payment. Licensee will not have, and hereby waives, any right to set off amounts claimed from Snap-on against amounts due under this Agreement. Snap-on reserves the right to charge interest on any past due amounts no higher than the highest interest rate permitted by applicable law.

4.2 Fee Updates. Snap-on reserves the right to prospectively change the fees set forth in Schedule A upon thirty (30) days prior notice to Licensee, which may be provided electronically and without sending a confirmation copy in another form. Snap-on also reserves the right to change the fees set forth in Schedule A if Licensee requests any additional Licensed Products or services from Snap-on under this Agreement.

5. AUDIT. Snap-on has the right to inspect the Licensee's relevant records to verify Licensee's compliance with Section 2 of this Agreement. Any audit will be at Snap-on's cost.

6. WARRANTIES.

6.1 Licensee Warranties. Licensee will comply with all applicable local, state, federal and other governmental laws, rules, regulations and ordinances, including without limitation any export control laws, rules and regulations. Licensee is not in violation of any applicable laws or regulations, excluding those violations that alone or in the aggregate do not, and will not, have a material adverse effect on its business or assets or its ability to perform its obligations under this Agreement. Licensee will use the Licensed Products as set forth in this Agreement solely for lawful purposes. Licensee has and will maintain industry standard software to protect the Licensed Products from viruses, Trojan horses, and other malicious code and will use firewall and other reasonable security measures to protect the Licensed Products from unauthorized access.

6.2 Snap-on Warranties.

A. Licensed Products. For a period of ninety (90) days following the date of delivery of the Licensed Products (the "**Warranty Period**") to Licensee, the Licensed Products will perform in all material respects in accordance with Snap-on's documentation for the Licensed Products in effect as of the date of delivery of the Licensed Products.

B. Services. Any services provided under this Agreement will be performed in a professional and workmanlike manner.

C. Remedies. If the foregoing warranties are breached, Licensee will provide written notice of the alleged breach to Snap-on within the Warranty Period and, as Licensee's sole and exclusive remedy and Snap-on's sole and exclusive obligation, Snap-on, at Snap-on's option and at no additional charge to the Licensee, will (A) use commercially reasonable efforts to correct

any non-conformity; (B) provide a mutually acceptable plan for correction within sixty (60) days following the receipt of Licensee's notice to Snap-on; or (C) terminate this Agreement and refund the amounts paid by Licensee under this Agreement for the non-conforming Licensed Products or services.

D. **Exclusions.** The above warranties will not apply to Licensed Products that have been altered or modified or used in a manner that does not conform to Snap-on's written instructions, documentation or the provisions of this Agreement.

6.3 Disclaimer. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF, AND SNAP-ON DISCLAIMS, ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY ARISING FROM A COURSE OF DEALING OR USAGE IN TRADE. SNAP-ON DOES NOT WARRANT THAT LICENSEE'S USE OF THE LICENSED PRODUCTS WILL BE ERROR-FREE, VIRUS-FREE OR UNINTERRUPTED.

7. LIMITATION OF LIABILITY. IN NO EVENT WILL SNAP-ON, OR ITS LICENSORS, BE LIABLE FOR ANY LOST PROFITS, LOSS OF REVENUE, LOSS OF GOODWILL, LOSS OF BUSINESS, OR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, EVEN IF SNAP-ON HAS BEEN ADVISED OF THOSE DAMAGES OR THOSE DAMAGES WERE FORESEEABLE. SNAP-ON'S LIABILITY ON ANY CLAIM, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE IN ANY DEGREE), WARRANTY, STRICT LIABILITY, OR OTHERWISE, FOR ANY LOSS OR DAMAGE ARISING FROM OR RELATED TO ANY LICENSED PRODUCTS OR ANY SERVICES HEREUNDER WILL IN NO CASE EXCEED THE LESSER OF (I) FEES ALLOCABLE TO THE LICENSED PRODUCTS GIVING RISE TO THE CLAIM OR (II) AMOUNTS PAID OR DUE TO SNAP-ON IN ACCORDANCE WITH THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE OCCURRENCE GIVING RISE TO THE CLAIM.

8. FORCE MAJEURE. The Parties are excused from non-performance under this License Agreement (except as to any payment obligations), to the extent the non-performance is caused by an act of nature, war, terrorism, public enemy, or civil disobedience; epidemic, or quarantine restriction; blockade; strike, labor disputes; sabotage; explosion; or a change in law, rule, or regulation or other situation beyond the affected Party's reasonable control.

9. INFRINGEMENT.

9.1 Indemnity. Subject to Section 7 (Limitation of Liability), Snap-on will defend and indemnify Licensee from any costs, damages, liabilities, or expenses (including reasonable attorneys' fees) suffered or incurred by Licensee as a result of third-party claims that Licensee's authorized use of the Licensed Products infringes any third party patent, copyright or trade secret rights if (A) Licensee notifies Snap-on without undue delay in writing of the claim; (B) Snap-on has sole control of the defense, compromise or settlement of the claim; and (C) Licensee provides Snap-on, at Snap-on's expense, all available information, assistance and authority to enable Snap-on to do so. If Snap-on reasonably anticipates claim or the Licensed Products are found to be infringing, then, at Snap-on's option, it will promptly either (i) secure for Licensee, at Snap-on's expense, the right to continue to use the Licensed Products; (ii) replace or modify the Licensed Products, at Snap-on's expense, so that the Licensed Products become non-infringing; or (iii) terminate this Agreement and return any prepaid license fees, if any.

9.2 Exclusions. Snap-on will have no liability for any claims of infringement that arise from or are the result of (i) the use of Licensed Products in a manner that does not conform to

Snap-on's written instructions, documentation or the provisions of this Agreement, (ii) the use of software, hardware or other products in combination with the Licensed Products, or (iii) modifications of the Licensed Products not expressly authorized in writing by Snap-on.

9.3 Sole Remedy. The remedies in this Section 9 are Licensee's sole and exclusive remedies and Snap-on's sole and exclusive obligations with respect to any claim by a third party that licensed products infringe a patent, copyright or trade secret.

10. TERM AND TERMINATION.

10.1 Term. The term of this Agreement will begin on the date set forth in Schedule A, and will remain in effect until terminated as provided herein.

10.2 Termination – In General. Either Party may terminate this Agreement by providing thirty (30) days prior written notice to the other Party.

10.3 Termination for Cause – Change in Relationship. If Licensee is no longer a Snap-on franchisee, this Agreement will automatically terminate with the termination of the Franchise Agreement that was signed by the Parties. If Snap-on no longer offers or supports the Licensed Products and the Third Party Packages, Snap-on may terminate this Agreement effective upon thirty (30) days prior written notice to Licensee.

10.4 Termination for Cause – Bankruptcy. Snap-on may terminate this Agreement effective immediately and without any prior notice to Licensee, if any of the following occur: (A) Licensee files a petition in bankruptcy or is adjudicated a bankrupt; (B) a petition in bankruptcy is filed against Licensee and Licensee does not have the petition dismissed within thirty (30) days of its filing; (C) Licensee becomes insolvent or makes an assignment for the benefit of its creditors or makes an arrangement pursuant to any bankruptcy law; (D) Licensee discontinues all or substantially all of its business; or (E) a receiver is appointed for Licensee or its business.

10.5 Effect of Termination. Upon termination of this Agreement, Licensee will immediately discontinue use of the Licensed Products and will at its own expense, within five (5) calendar days after termination of this Agreement: (A) return to Snap-on the original and all copies of the Licensed Products in any form that Licensee has in its possession, custody or control, with a certification by the Licensee, or officer of Licensee (if Licensee is a corporation, limited liability company or other legal entity), attesting that none of the foregoing has been retained by Licensee; or (B) destroy the same and provide Snap-on with a written certification from Licensee, or officer of Licensee (if Licensee is a corporation, limited liability company or other legal entity) attesting to the destruction, as Snap-on requests. In addition, upon termination of this Agreement, Snap-on may remotely disable Licensee's access to the Licensed Products.

11. DISPUTE RESOLUTION.

11.1 Mediation. Except as otherwise provided in Section 11.3, the parties agree to attempt to resolve any controversy or disputes arising out of or relating to this Agreement, including but not limited to, any claim by Licensee, or any person in privity with or claiming through, on behalf of or in the right of Licensee, by non-binding mediation prior to any matter being submitted to arbitration. This provision applies only to controversies and disputes that are specific to Licensee, or any person in privity with or claiming through, on behalf of or in the right of Licensee and not to issues that affect Snap-on franchisees generally. Any mediation will be held within 30 days after a demand for mediation is made by either party by notice to the other party. The mediation will be conducted in the state in which Licensee resides. The mediator will be agreed upon by the

Licensee and Snap-on, and Snap-on will pay the costs of the mediator and for the location at which the mediation takes place.

The parties acknowledge that mediation proceedings are settlement negotiations and that to the extent allowed or required by applicable law, all offers, promises, conduct and statements, whether oral or written, made in the course of the mediation will be confidential and inadmissible in any arbitration, litigation or other legal proceeding involving the parties, provided however, that evidence which is otherwise admissible or discoverable will not be rendered inadmissible or non-discoverable as a result of its use in mediation.

11.2 Arbitration. Except as provided in Section 11.2 below, any controversy or dispute arising out of or relating to this Agreement, will be submitted to final and binding arbitration as the sole and exclusive means for final and binding resolution of any such controversy or dispute. Persons in privity with or claiming through, on behalf of or in the right of Licensee include, but are not limited to, spouses and other family members, heirs, executors, representatives, shareholders, members, successors and assigns. In no event will persons in privity include other Snap-on franchisees who have signed separate software license and support agreements with Snap-on.

A demand for arbitration must be made in writing within the applicable statute of limitation period; otherwise, the right to any remedy will be forever barred, as provided by applicable law and determined by the arbitrator.

Notwithstanding any other provision of this Agreement, arbitration under this Section 11 will be governed exclusively by the Federal Arbitration Act as amended (9 U.S.C. §§ 1 et seq.), and arbitration will take place according to the Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules") in effect as of the date the demand for arbitration is filed. The AAA Rules may be found on the American Arbitration Association's web site at www.adr.org or by searching for those rules using a service such as www.google.com. The arbitration will be held at the office of the American Arbitration Association nearest the Snap-on Regional Sales Office to which Licensee was assigned most recently prior to the demand for arbitration; provided, however, if such office is outside the state in which the Licensee resides, Licensee may cause the arbitration to be held within Licensee's state of residence at a place mutually convenient to the Parties and the arbitrator.

The arbitration will proceed before a single arbitrator. The arbitrator will be chosen in accordance with the AAA Rules. If the amount claimed by the Party filing for arbitration both in the original demand for arbitration and in any amendment is less than Seventy-five Thousand Dollars (\$75,000.00), Snap-on will pay the fees and expenses of the arbitrator and filing fees and costs charged by the American Arbitration Association up to a maximum of Seven Thousand Five Hundred Dollars (\$7,500.00). Any amount in excess of Seven Thousand Five Hundred Dollars (\$7,500.00) will be split equally by the Parties. If the amount of the claim filed either in the original demand for arbitration or by amendment is for Seventy-five Thousand Dollars (\$75,000.00) or more, the Parties agree to split equally the fees and expenses of the arbitrator and the filing fees and costs charged by the American Arbitration Association. If Licensee demonstrates that it is unable to pay its portion of these fees, expenses or costs, then the fees, expenses or costs will be reapportioned by the arbitrator in accordance with applicable law.

Unless otherwise agreed by the Parties or ordered by the arbitrator, following a Party's motion for additional discovery, pre-hearing discovery in any arbitration is limited to the

following: (1) production of all documents that will be introduced at the hearing; (2) production of written or recorded statements that a Party intends to introduce at the hearing; (3) production of all documents relied upon by experts who will testify at the hearing; (4) production by Licensee of tax returns filed by Licensee (including tax returns for a significant owner of a Corporate Licensee) for the last three (3) tax years if relevant to the issues being arbitrated; (5) production by Snap-on of Licensee's statements of account balance with Snap-on for three (3) years prior to the filing of the arbitration; and (6) not more than two depositions per side.

Each Party further agrees that, unless such a limitation is prohibited by applicable law, as determined by the arbitrator, a Party will not be liable for punitive or exemplary damages and the arbitrator will have no authority to award the same. The award or decision by the arbitrator will be final and binding on the Parties and may be enforced by judgment or order of a court of competent jurisdiction. The Parties consent to the exercise of personal jurisdiction in the state where the arbitration took place. The Parties consent to the exercise of personal jurisdiction over them by such courts for the purpose of carrying out this provision; and they waive any objections that they would otherwise have to the same.

The Parties agree to arbitrate only controversies and disputes that are specific to Licensee, or any person in privity with or claiming through, on behalf of or in the right of, Licensee, and therefore Licensee and Snap-on agree that (i) arbitration under this Section 11 will be brought on an individual basis only and may not be brought as a class or consolidated action or by way of joinder of separate parties unless all parties otherwise agree in writing, and absent such written agreement (ii) there will be no right or authority for any controversy or dispute to be brought, heard or arbitrated as a class or consolidated action or by way of joinder of separate parties ("Class/Consolidated Action Waiver"). Notwithstanding any other provision of this Agreement or the AAA Rules, disputes regarding the validity, enforceability or breach of the Class/Consolidated Action Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. No finding or stipulation of fact or law in any other arbitration will be given preclusive or collateral estoppel effect in any arbitration hereunder. In no event will the arbitrator have the right, power, jurisdiction or contractual authority to award any damages or relief in excess of or in addition to those damages suffered specifically by the parties to the arbitration or as otherwise provided by applicable law or this Agreement.

In any case in which (1) the dispute is filed as a class or consolidated action or by way of joinder of separate parties and (2) there is a final judicial determination that all or part of the Class/Consolidated Action Waiver is invalid or unenforceable, the class, consolidated action or joinder of separate parties to that extent must be litigated in a civil court of competent jurisdiction, but the portion of the Class/Consolidated Action Waiver that is enforceable will be enforced in arbitration.

In addition, in the event any other provision in this Section 11 is determined to be invalid or unenforceable as a matter of law, then it is the intention of the Parties to this Agreement that such provision be deemed inoperative and stricken from this Agreement, and that the remainder of this Section 11, to the extent not legally invalid or unenforceable under applicable law, be enforced as written as if the invalid or unenforceable provision or provisions had not been included in this Section 11.

11.3 Provisional Remedies. Each Party will have the right to seek from an appropriate court provisional remedies including, but not limited to, temporary restraining orders, preliminary injunctions or replevin orders before, during or after mediation or arbitration. Neither Party need

await the outcome of the arbitration or selection of an arbitrator before seeking provisional remedies. Seeking any such remedies will not be deemed to be a waiver of either Party's right to compel arbitration. Any such action will be brought by Snap-on or Licensee in the county (or similar political unit) or federal judicial district where Licensee resides, or where any property that may be the subject of the action is located. The Parties consent to the exercise of personal jurisdiction over them by courts located there and to the propriety of venue in such courts for the purpose of carrying out this provision; they waive any objections that they would otherwise have to the same; and they waive the right to have any such action decided by a jury.

12. GOVERNING LAW. Except to the extent that the Federal Arbitration Act may apply in accordance with Section 11 above, this Agreement shall be governed by, and construed in accordance with, the laws of the state in which the Licensee's List of Calls (as defined under Licensee Franchise Agreement) is located or if the List of Calls is located in more than one state in which the majority of the stops on the List of Calls is located at the time the Franchise Agreement is executed. The Uniform Computer Information Transaction Act, as adopted by various states, will not apply to this Agreement. The Parties expressly disclaim the application of the United Nations Convention for the International Sale of Goods.

13. INDEPENDENCE. The relationship created by this Agreement is that of licensor and licensee. Nothing in this Agreement creates or will be construed to create or constitute a partnership, joint venture, agency or employment relationship between the Parties.

14. ASSIGNMENT. This Agreement is personal to Licensee and may not be assigned or delegated by Licensee without the prior written consent of Snap-on. If Licensee grants a security interest in the Licensed Products, the secured Party has no right to use or transfer the Licensed Products. Any assignment made without such consent is void.

15. NOTICE. Except as otherwise stated in this Agreement as to specific notices, any other notices, reports, approvals, or other communications under this Agreement ("**Notices**") must be in writing and sent by one of the following methods to Snap-on or Licensee at the appropriate address set forth in Schedule A: (A) personal delivery; (B) mail, with postage prepaid; (C) nationally or internationally recognized overnight courier service (e.g., UPS), with all fees prepaid; or (D) facsimile or e-mail, provided that a confirmation copy is sent by mail. A Party may change its address for Notices (or that of its designated recipient) by written notice to the other Party. Notices are effective as follows: actual receipt after sending by personal delivery; three (3) days after sending by mail; the next day after sending by overnight courier; and the same day if sending by facsimile or e-mail.

16. AGREEMENT. This Agreement includes the Schedules and Exhibits and contains the entire understanding between the Parties and supersedes all prior agreements and understanding relating to the subject matter of this Agreement. This Agreement may not be explained, supplemented or qualified through evidence of trade usage or a prior course of dealings. In entering into this Agreement, neither Party has relied upon any statement, representation, warranty or agreement of the other Party, except for those that are expressly contained in this Agreement.

17. AMENDMENT. This Agreement may not be amended or modified orally and no provision may be waived except by a further instrument in writing, signed by the Party against whom enforcement of any waiver, amendment, modification or discharge is sought.

18. SEVERABILITY. In addition to severability as provided in Section 11, if any part of this Agreement is determined to be invalid, illegal or unenforceable, that part will be deemed omitted

and the remainder of this Agreement will continue in full force in a manner that gives effect to the Parties' intent.

19. THIRD PARTY BENEFICIARIES. Oracle America, Inc., a licensor to Snap-on under this agreement, is a third party beneficiary to Snap-on's rights and remedies (but not obligations) under this Agreement.

20. INTERPRETATION. The headings and subheadings used in this Agreement are for convenient reference only and do not constitute a part of this Agreement. The headings and subheadings are not for use in construing or interpreting this Agreement. The word "including" means "including but not limited to."

IN WITNESS THEREOF, the Parties hereby execute this Agreement by their duly authorized representatives.

SNAP-ON TOOLS COMPANY LLC

Signature: _____

Printed Name: _____

Title: _____

Date: _____

LICENSEE:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

SCHEDULE A

Additional Software License and Licensed Products Terms

Licensee: _____

Licensed Products / Number of Licenses / License Fee:

Licensed Products	Number	Fee (note if one-time or recurring)
CHROME		\$770.00 license fee (one time)

Snap-on will provide the support services under Section 3.4 to Licensee during the term of this Agreement, provided that Licensee has paid Snap-on a maintenance and support fee in the amount of **\$26.00 per month**.

Licensed Locations-Mobile Store:

Term of Agreement:

Begins: _____

Notices should be sent to:

Snap-on Tools Company LLC
2801 80th Street
Kenosha, WI, 53143
Attn: Franchise Administration
Fax: 262.656.6404
E-mail: FranchiseAdministration@snapon.com

Licensee: _____

Attn: _____
Fax: _____
E-mail: _____

SCHEDULE B

Third Party Packages GNU GENERAL PUBLIC LICENSE

Version 2, June 1991

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51 Franklin Street, Fifth Floor, Boston, MA, 02110-1301, USA

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Thus, it is not the intent of this section to claim rights or contest your rights to work written entirely by you; rather, the intent is to exercise the right to control the distribution of derivative or collective works based on the Program.

In addition, mere aggregation of another work not based on the Program with the Program (or with a work based on the Program) on a volume of a storage or distribution medium does not bring the other work under the scope of this License.

3. You may copy and distribute the Program (or a work based on it, under Section 2) in object code or executable form under the terms of Sections 1 and 2 above provided that you also do one of the following:

a) Accompany it with the complete corresponding machine-readable source code, which must be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange; or,

b) Accompany it with a written offer, valid for at least three years, to give any third party, for a charge no more than your cost of physically performing source distribution, a complete machine-readable copy of the corresponding source code, to be distributed under the terms of Sections 1 and 2 above on a medium customarily used for software interchange; or,

c) Accompany it with the information you received as to the offer to distribute corresponding source code. (This alternative is allowed only for noncommercial distribution and only if you received the program in object code or executable form with such an offer, in accord with Subsection b above.)

The source code for a work means the preferred form of the work for making modifications to it. For an executable work, complete source code means all the source code for all modules it contains, plus any associated interface definition files, plus the scripts used to control compilation and installation of the executable. However, as a special exception, the source code distributed need not include anything that is normally distributed (in either source or binary form) with the major components (compiler, kernel, and so on) of the operating system on which the executable runs, unless that component itself accompanies the executable.

If distribution of executable or object code is made by offering access to copy from a designated place, then offering equivalent access to copy the source code from the same place counts as distribution of the source code, even though third Parties are not compelled to copy the source along with the object code.

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APPENDIX I.6.A.1



RA FINANCING AGREEMENT

This RA Financing Agreement (“Agreement”) is made as of _____ (the “Effective Date”), between Snap-on Tools Company LLC, a Delaware Limited Liability Company with its principal place of business at Kenosha, Wisconsin, (“Snap-on”), and _____ whose address is _____, _____, _____, _____ (“Franchisee”).

Snap-on and Franchisee have entered into a FRANCHISE AGREEMENT dated as of _____ (the “Franchise Agreement”); and

In order to finance certain RA Acquisition (defined below) and/or the acquisition of additional inventory to further develop Franchisee’s RA Sales, Franchisee desires to have credit extended and Snap-on has agreed to extend credit for the acquisition of RA and/or purchase of additional inventory upon the terms and conditions herein.

In consideration of the Agreement set forth below and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties intending to be legally bound agree as follows:

- 1. Credit.** From time to time for a period of six (6) months after the Effective Date of this Agreement, Snap-on will extend credit to Franchisee in accordance with the terms of this Agreement for the purchase of RA Acquisition and/or the purchase of inventory from Franchisor in a total amount not to exceed \$_____ (“Credit Cap”).
- 2. Maturity.** Franchisee will repay the entire outstanding amount of such credit on the “Termination Date”, which will be the earlier of (i) six (6) months after the Effective Date or (ii) the date on which the Franchise Agreement terminates for any reason.
- 3. Extensions of Credit.** Credit for RA Acquisition in the amount of 75% of the RA accounts purchased by Franchisee will be extended at the time Franchisee purchases RA Acquisition if Franchisee did not finance the RA Acquisition through a separate loan. Additional credit will be granted weekly at 75% of the excess, if any, of RA Sales over RA Collections as recorded by Franchisee in the point of sale system and will be reflected on Franchisee’s Statement. At no time, however, will the total amount of credit extended exceed the Credit Cap.
- 4. Repayments.**
 - a)** In the event the Franchisee’s RA Sales are less than the Franchisee’s RA Collections in any given week, Franchisee will be charged for 75% of the difference between RA Collections and RA Sales as recorded by Franchisee in the point of sale system and will be reflected on Franchisee’s Statement as a repayment of any credit previously extended.
 - b)** If Franchisee makes adjustments to reduce his total RA balance, Franchisee will be charged 75% of the amount of the reduction in the total RA balance made by the Franchisee, and such amount will be reflected on Franchisee’s Statement as a repayment of any credit previously extended.

5. Books and Records. Franchisee will provide Snap-on with an RA audit report from Franchisee's computer upon the request of Snap-on. Snap-on has a right to inspect Franchisee's books and records at reasonable times on twenty-four (24) hours prior notice to verify the accuracy of information submitted to Snap-on. Notice under this Section 5 may be given electronically, orally or by any kind of writing.

6. Additional Definitions:

a) "RA Sales" means those sales of Products by Franchisee on which Franchisee extends credit to the customer, not including sales under any Credit or Lease Program offered by Snap-on Credit LLC or Open Account Program offered by Snap-on.

b) "RA" means the receivable arising out of an RA Sale.

c) "RA Collections" means those monies collected from customers who were sold Products as an RA Sale.

d) "RA Acquisition" means RA purchased from a predecessor franchisee or Snap-on.

7. Security Interest. The credit extended hereunder is secured by all security agreements, now or hereafter in effect, between the Franchisee and Snap-on.

8. Defined Terms. Defined terms used in this Agreement and not defined herein shall have the definitions ascribed to them in the Franchise Agreement.

9. Miscellaneous.

a) This Agreement is binding upon and inures to the benefit of the respective successors, assigns, heirs, executors, administrators and legal personal representatives of Franchisee and Snap-on, provided that this Agreement may not be assigned by Franchisee without the prior written consent of Snap-on.

b) All notices or other communications hereunder will be in writing and will be provided in accordance with the notice provisions contained in the Franchise Agreement.

c) Any disputes arising under or relation to this Agreement will be resolved in accordance with the Dispute Resolution provisions set forth in the Franchise Agreement, which are hereby incorporated by reference as if set forth in full in this Agreement.

d) Except to the extent that the Federal Arbitration Act applies in accordance with Paragraph 9.C, this Agreement will be governed by and construed in accordance with the laws (without regard to the conflicts of laws provisions) of the state in which the List of Calls under the Franchise Agreement is located, or if the List of Calls is located in more than one state, the state in which the majority of the stops on the List of Calls is located at the time this Agreement is executed.

In witness whereof, the parties have executed this Agreement as of the Effective Date.

FRANCHISEE

SNAP-ON TOOLS COMPANY LLC

By: _____

(Print Name and Title)

Franchisee

By: _____

Title: _____

APPENDIX I.6.A.2



RA FINANCING AGREEMENT (Transfers)

This RA Financing Agreement (“Agreement”) is made as of _____ (the “Effective Date”), between Snap-on Tools Company LLC, a Delaware Limited Liability Company with its principal place of business at Kenosha, Wisconsin, (“Snap-on”), and _____ whose address is _____, _____, _____, _____ (“Franchisee”).

Snap-on and Franchisee have entered into a FRANCHISE AGREEMENT dated as of _____ (the “Franchise Agreement”); and

In order to finance certain RA Acquisition (defined below) and/or the acquisition of additional inventory to further develop Franchisee’s RA Sales, Franchisee desires to have credit extended and Snap-on has agreed to extend credit for the acquisition of RA and/or purchase of additional inventory upon the terms and conditions herein.

In consideration of the Agreement set forth below and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties intending to be legally bound agree as follows:

- 1. Credit.** From time to time for a period of six (6) months after the Effective Date of this Agreement, Snap-on will extend credit to Franchisee in accordance with the terms of this Agreement for the purchase of RA Acquisition and/or the purchase of inventory from Franchisor in a total amount not to exceed \$60,000 less the amount of RA Acquisition financed through Franchisee’s Franchise Finance Loan (“Credit Cap”).
- 2. Maturity.** Franchisee will repay the entire outstanding amount of such credit on the “Termination Date”, which will be the earlier of (i) six (6) months after the Effective Date or (ii) the date on which the Franchise Agreement terminates for any reason.
- 3. Extensions of Credit.** Credit for RA Acquisition in the amount of 75% of the RA accounts purchased by Franchisee will be extended at the time Franchisee purchases RA Acquisition if Franchisee did not finance the RA Acquisition through a separate loan. Additional credit will be granted weekly at 75% of the excess, if any, of RA Sales over RA Collections as recorded by Franchisee in the point of sale system and will be reflected on Franchisee’s Statement. At no time, however, will the total amount of credit extended exceed the Credit Cap.
- 4. Repayments.**
 - a)** In the event the Franchisee’s RA Sales are less than the Franchisee’s RA Collections in any given week, Franchisee will be charged for 75% of the difference between RA Collections and RA Sales as recorded by Franchisee in the point of sale system and will be reflected on Franchisee’s Statement as a repayment of any credit previously extended.
 - b)** If Franchisee makes adjustments to reduce his total RA balance, Franchisee will be charged 75% of the amount of the reduction in the total RA balance made by the Franchisee, and such amount will be reflected on Franchisee’s Statement as a repayment of any credit previously extended.
- 5. Books and Records.** Franchisee will provide Snap-on with an RA audit report from Franchisee’s computer upon the request of Snap-on. Snap-on has a right to inspect Franchisee’s

books and records at reasonable times on twenty-four (24) hours prior notice to verify the accuracy of information submitted to Snap-on. Notice under this Section 5 may be given electronically, orally or by any kind of writing.

6. Additional Definitions:

a) **“RA Sales”** means those sales of Products by Franchisee on which Franchisee extends credit to the customer, not including sales under any Credit or Lease Program offered by Snap-on Credit LLC or Open Account Program offered by Snap-on.

b) **“RA”** means the receivable arising out of an RA Sale.

c) **“RA Collections”** means those monies collected from customers who were sold Products as an RA Sale.

d) **“RA Acquisition”** means RA purchased from a predecessor franchisee or Snap-on.

7. Security Interest. The credit extended hereunder is secured by all security agreements, now or hereafter in effect, between the Franchisee and Snap-on.

8. Defined Terms. Defined terms used in this Agreement and not defined herein shall have the definitions ascribed to them in the Franchise Agreement.

9. Miscellaneous.

a) This Agreement is binding upon and inures to the benefit of the respective successors, assigns, heirs, executors, administrators and legal personal representatives of Franchisee and Snap-on, provided that this Agreement may not be assigned by Franchisee without the prior written consent of Snap-on.

b) All notices or other communications hereunder will be in writing and will be provided in accordance with the notice provisions contained in the Franchise Agreement.

c) Any disputes arising under or relation to this Agreement will be resolved in accordance with the Dispute Resolution provisions set forth in the Franchise Agreement, which are hereby incorporated by reference as if set forth in full in this Agreement.

d) Except to the extent that the Federal Arbitration Act applies in accordance with Paragraph 9.C, this Agreement will be governed by and construed in accordance with the laws (without regard to the conflicts of laws provisions) of the state in which the List of Calls under the Franchise Agreement is located, or if the List of Calls is located in more than one state, the state in which the majority of the stops on the List of Calls is located at the time this Agreement is executed.

In witness whereof, the parties have executed this Agreement as of the Effective Date.

FRANCHISEE

SNAP-ON TOOLS COMPANY LLC

By: _____

By: _____

(Print Name and Title)

(Print Name and Title)

APPENDIX I.6.B



RA LOAN ADDENDUM TO LOAN AND SECURITY AGREEMENT

Amendment No. _____

This Addendum is made to the LOAN AND SECURITY AGREEMENT between Snap-on Credit LLC, a Delaware limited liability company with its principal place of business at 950 Technology Way, Libertyville, Illinois, 60048 ("Lender") and _____ ("Borrower"), whose address is _____, _____, _____, _____.

WHEREAS, the parties have entered into a LOAN AND SECURITY AGREEMENT dated as of _____ (the "LOAN AND SECURITY AGREEMENT") in order to finance the acquisition of inventory and certain costs associated with the Borrower's Snap-on Business and to provide working capital for such Snap-on Business; and

WHEREAS, in order to finance the acquisition of additional inventory and/or to further develop Borrower's RA sales, Borrower desires to borrow, and Lender is willing to lend additional money to Borrower upon the terms and conditions herein.

NOW THEREFORE, the Lender and Borrower hereby agree as follows:

1. THE RA LOAN.

a. Loan. Subject to the terms and conditions of this Addendum, Lender will lend to Borrower the sum of _____ (the "RA Loan"). The RA Loan shall be evidenced by Borrower's promissory note, in form and substance acceptable to Lender (the "RA Note"). The RA Note shall be executed and delivered to Lender before or concurrently with Lender's disbursement of the RA Loan. The unpaid principal amount of the RA Loan shall bear interest and shall be due and payable as provided in the RA Note. In the event Borrower has an existing Loan under the LOAN AND SECURITY AGREEMENT and is entering into the RA Loan as an additional Loan, then both shall be repaid in accordance with their respective terms and shall be secured under the LOAN AND SECURITY AGREEMENT. A default under any existing or future NOTE shall be a default under this RA Note and a default under this RA Note shall be a default under any existing or future NOTE.

This RA NOTE shall be in addition to any existing promissory note or other Borrower's Liabilities outstanding under the terms of the LOAN AND SECURITY AGREEMENT.

b. Inventory Levels. Borrower's covenant to maintain levels of Inventory (at Borrower's cost) and Accounts shall be increased so that the levels of Inventory and Accounts shall be at least equal to the new principal aggregate amount of the Loan under any RA NOTE, until such time as any RA NOTE is repaid.

2. GENERAL TERMS. Except as provided above, all other terms and conditions of the LOAN AND SECURITY AGREEMENT shall remain in full force and effect. If the terms of this Addendum conflict with the terms of the LOAN AND SECURITY AGREEMENT, the terms of this Addendum prevail. All terms not defined herein shall have the same meaning as in the LOAN AND SECURITY AGREEMENT. This Addendum shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

FOR CALIFORNIA RESIDENTS: This Addendum is made pursuant to Section 22500 of the California Financial Code.

In witness whereof, the parties have executed this Addendum on the date noted below.

BORROWER

SNAP-ON CREDIT LLC

By: _____

By: _____

(Print Name and Title)

(Print Name and Title)

APPENDIX I.6.C



RA LOAN PROMISSORY NOTE

For value received, the undersigned ("Borrower") hereby promises to pay to the order of Snap-on Credit LLC ("Lender") the principal sum of _____, together with interest thereon at the rate of _____% per annum (calculated on the basis of a 365-day year). Principal and interest shall be payable in _____ weekly installments consisting of principal and interest of _____, commencing on _____, and continuing on the same day of each successive week thereafter until _____ with the last installment equal to the remaining **balance** due _____. The entire unpaid balance, together with all accrued and unpaid interest and all other sums due hereunder, if not sooner due or paid, shall be immediately due and payable in full on _____.

After the occurrence of an Event of Default and for so long as such Event of Default continues, Borrower promises to pay Lender interest on the unpaid principal amount hereof and on all other Borrower's Liabilities at a rate per annum that is equal to the interest rate specified above plus four percent (4%); provided, however, such rate shall not exceed the highest rate permitted by applicable law.

This Note is issued pursuant to, secured by and is subject to all of the terms and provisions of, the Loan and Security Agreement dated as of _____ between Borrower and Lender, as such Loan and Security Agreement may be amended from time to time (the "Loan and Security Agreement"), the terms and provisions of which are hereby incorporated by reference.

A mandatory prepayment may be required in accordance with the terms of the Loan and Security Agreement. For a statement of the terms and conditions under which the maturity of this Note may be accelerated, reference is made to the Loan and Security Agreement. Capitalized terms used herein and not otherwise defined herein are used with the meanings attributed to them in the Loan and Security Agreement.

Borrower may prepay this Note in full or in part without penalty at any time. Prepayments will be applied first to any accrued but unpaid fees or interest and the remainder, if any, will be applied to reduce principal in inverse order to maturity.

Borrower represents, warrants and covenants that (a) this Note evidences a Loan for business and commercial purposes; (b) the proceeds of the Loan evidenced by this Note have not and will not be used for personal, family or household purposes; (c) neither this Note nor any other Borrower's Liabilities violates the provisions of the usury laws or any other applicable laws governing interest rates of any state having jurisdiction over this Note, Borrower's Liabilities or the Loan and Security Agreement; (d) neither this Note nor any other Borrower's Liabilities is subject to Regulation Z of the Board of Governors of the Federal Reserve System. Borrower hereby waives demand, presentment, protest, and notice of demand, nonpayment or dishonor with respect to this Note. Borrower agrees to pay all reasonable costs of collection of this Note and any other Borrower's Liabilities, all reasonable costs in connection with the use, custody, protection and sale of the Collateral and all reasonable costs paid or incurred in enforcing or preserving any of Lender's rights hereunder or in connection with any transaction or proceeding in which Lender may become concerned or involved by reason of its interest in this Note or any other Borrower's Liabilities or any action by Borrower, in each case including reasonable attorneys' fees and court costs, all promptly on demand of Lender or other person incurring

the same. Lender shall not (by act, delay, omission or otherwise) be deemed to have waived any of its rights or remedies hereunder, or any provision hereof, unless such waiver is in writing signed by Lender, and any such waiver shall be effective only to the extent specifically set forth therein; and a waiver by Lender of any right or remedy under this Note on any one occasion shall not be construed as a bar to or waiver of any such right or remedy which Lender would otherwise have had on any future occasion.

This Note shall be deemed to have been delivered and made at Libertyville, Illinois, shall not be effective until received and accepted by Lender in Libertyville, Illinois, and it is the intent of the parties that this Note shall be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws (without regard to the conflicts of laws provisions) of the State of Illinois. Whenever possible each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note. Whenever in this Note reference is made to Lender or Borrower, such reference shall be deemed to include, as applicable and to the extent permitted by the Loan and Security Agreement, a reference to their respective successors and assigns, and the provisions of this Note shall be binding upon and shall inure to the benefit of such successors and assigns, including, without limitation, a receiver, trustee or debtor in possession of or for Borrower.

Lender may at any time transfer this Note and Lender's rights in any or all of the Collateral. Any transfer by Lender of its rights in any Collateral shall relieve Lender from all liability with respect to such Collateral.

BORROWER

{Printed Name Here}

By: _____

(Print Name and Title)

Date: _____

VEHICLE LEASE AGREEMENT

Lease No.:

LESSOR		LESSEE	
Name:	Snap-on Credit LLC	Name:	
Addresses:	950 Technology Way, Suite 301, Libertyville, IL, 60048 2801 80th Street, Kenosha, WI, 53143	Address:	
Phone:	(888) 846-8122	Phone:	
Salesperson Name & LIC# :		Vehicle Location:	

DESCRIPTION OF LEASED VEHICLE: New ____ Used ____				
Year / Make	Model/Body Type	Vehicle I.D.	Vehicle Supplier	Maintenance Contract

AMOUNT DUE AT SIGNING**	REQUIRED INSURANCE (for each Vehicle)	
\$ _____ itemized on invoices. **Some amounts may be due at the time of delivery which may differ from the signing of the lease.	Minimum Limits of Liability: \$1,000,000 bodily injury to 1 person \$1,000,000 bodily injury any 1 accident \$1,000,000 property damage, plus uninsured motorist	All Risk: 1. Full comprehensive (fire and theft) with \$1,000 max. deductible. 2. Full collision, with \$1,000 max. deductible.

LEASE TERM	RENT PAYMENTS	ADVANCE RENT AND SECURITY DEPOSIT	PURCHASE OPTION
____ calendar months, plus any interim period	\$ _____ in advance for the first month, followed by \$ _____ monthly for the next ____ months. Total rental payments for the Term are \$ _____. Monthly sales tax expected at current rates is \$ _____ but may change over time.	An amount equal to one (1) monthly rent payment being payable at the time of signing this Lease in the total amount of \$ _____, together with a security deposit equal to ____ (____) monthly rent payments.	<input type="checkbox"/> \$ _____ Plus any taxes that may be due

FINANCIAL DISCLOSURES		
1. Total Cash Price of Equipment		\$
2. A. Down Payment		\$
B. Trade-in Allowance given by vehicle Provider		\$
C. Total Reduction (Line 2A + 2B)		\$
3. Unpaid Cash Balance (Line 1 - 2C)		\$
4. Other Charges—Specify Item & Amount		
A. Upfront Taxes		\$
B. Delivery Fees		\$
C. Display Aids		\$
D. Existing Lease Pay Off		\$
E. Proceeds Payable to Lessee		\$
F. Extended Warranty		\$
G. Total Other Charges (Line 4A + 4B + 4C + 4D + 4E + 4F)		\$
5. Lease (Principal) Balance (Line 3 + 4G)		\$
6. Lease Charges (Finance Charge)		\$
7. Total Amount Payable by Lessee (Line 1 + 4G + 6)		\$
8. Total Amount Payable by Lessee Excluding Down Payment & Trade Allowance (Line 7 - 2C)		\$

(DISCLOSURES Continued)

WARRANTY INFORMATION:

Check applicable boxes. Refer to separate document for coverages and exclusions.

Dealer Warranty:

<input type="checkbox"/> AS IS – NO WARRANTY Dealer disclaims all warranties including implied warranties of merchantability and fitness for a particular purpose. See Section 6 for additional disclaimers and disclosures.	Term: (If Known) _____ (Months)
<input type="checkbox"/> Limited Warranty Refer to separate warranty document for coverages and exclusions.	_____ (Miles) Whichever comes first
Percent of retail repair costs to be paid by You _____%	Deductible to be paid by You \$ _____

Manufacturer Warranty:

<input type="checkbox"/> New Vehicle Warranty <input type="checkbox"/> Expired <input type="checkbox"/> Not known <input type="checkbox"/> Cancelled due to salvage or other vehicle history. <input type="checkbox"/> Remaining vehicle mfr warranty – Call the mfr or refer to warranty booklet for details	Expiration: (If Known) _____ (Months) _____ (Miles) Whichever comes first
Percent of retail repair costs to be paid by You _____%	Deductible to be paid by You \$ _____
Transfer fee to be paid by You \$ _____	Pay to: <input type="checkbox"/> Mfr <input type="checkbox"/> Dealer

Service Contract Information:

<input type="checkbox"/> Service Contract Term: _____ (months) _____ (miles), whichever comes first. Percent of retail repair costs to be paid by You: _____% Deductible to be paid by You \$ _____
--

ANTICIPATED VEHICLE DELIVERY DATE: _____ **REGARDLESS OF REASON, IF THE VEHICLE ORDERED BY THE LESSEE IS NOT AVAILABLE FOR DELIVERY WITHIN 15 CALENDAR DAYS AFTER ANTICIPATED DELIVERY DATE, THE LESSEE MAY CANCEL THIS LEASE AND SHALL WITHIN ONE BUSINESS DAY, RECEIVE A FULL REFUND OF ANY DOWN PAYMENT AND RETURN OF TRADE-IN VEHICLE, OR TITLE FOR TRADE-IN VEHICLE, OR BOTH. IF THE TRADE-IN IS NOT AVAILABLE, THE LESSEE SHALL RECEIVE THE TRADE-IN ALLOWANCE. UNLESS DELIVERY DATE IS OTHERWISE QUALIFIED ON THIS CONTRACT BY THE LESSOR, IF THE ORDERED VEHICLE BECOMES AVAILABLE FOR DELIVERY PRIOR TO THE STATED ANTICIPATED DELIVERY DATE, THE DEALER LICENSEE MAY REQUIRE ACCEPTANCE NOT LESS THAN 21 CALENDAR DAYS AFTER HAVING NOTIFIED THE LESSEE OF AVAILABILITY OF DELIVERY AND MAY SUBSEQUENTLY VOID THE CONTRACT IF THE LESSEE REFUSES TO TAKE DELIVERY, IN WHICH CASE NO PENALTY SHALL BE ASSESSED BY THE DEALER LICENSEE FOR NON-ACCEPTANCE OF DELIVERY PRIOR TO THE STATED ANTICIPATED DELIVERY DATE.**

BUSINESS PURPOSE: *LESSEE WARRANTS THAT THE DESCRIBED EQUIPMENT IS BEING LEASED FOR USE PRIMARILY AS EQUIPMENT IN THE COMMERCIAL CONDUCT AND OPERATION OF LESSEE'S TRADE AND BUSINESS AND NOT FOR PERSONAL, FAMILY OR*

HOUSEHOLD PURPOSES. LESSEE HAS KNOWLEDGE OF, AND HAS BEEN OFFERED THE EQUIPMENT AT, ITS CASH PRICE AND HAS ELECTED TO LEASE THE EQUIPMENT IN LIEU THEREOF. LESSEE ACKNOWLEDGES ITS SIGNATURE HERETO CAN BE CONSIDERED BINDING BY LESSOR UPON ACCEPTANCE.

INSURANCE: Physical Damage Insurance covering the Equipment is required under the terms of this Lease and Liability Insurance coverage for bodily injury and property damage caused to others is required under the terms of this Lease. Lessee may obtain Physical Damage Insurance coverage and Liability Insurance coverage from any source acceptable to Lessor.

CREDIT INSURANCE IS NOT REQUIRED by this Agreement.

OFFICIAL AND/OR SERVICE FEES are not required by law, but may be charged to vehicle lessees for services or reimbursements related to perfection of security or ownership interests or for services related to state and federal laws, verification requirements, public safety concerns, and must be reasonable.

Contact the selling motor vehicle dealer to discuss any questions or problems about your vehicle or this contract. If you are unable to resolve any disputes with the dealer, you may contact: Division of Motor Vehicles, Dealer Section, Wisconsin Department of Transportation, P.O. Box 7909, Madison, Wisconsin, 53707. The Dealer Section licenses motor vehicle dealers and administers the administrative regulations governing consumer protection in vehicle sale transactions, Ch. Trans 139, Wis. Admin. Code.

TERMS AND CONDITIONS

1. Purchase; Lease. Lessee hereby requests Lessor to purchase the motor vehicle and other equipment (the "Vehicle") described in the above Schedule from the supplier listed in the above Schedule and to lease the Vehicle to Lessee on the terms and conditions of this Lease. Lessor hereby leases to Lessee, and Lessee leases from Lessor, the Vehicle.

2. Term. The term of this Lease (the "Term") shall commence on the date on which Lessee executes the acceptance certificate attached hereto (the "Acceptance Certificate") and end on the same day of the month as the commencement day of the last month of the number of calendar months stated in the above Schedule, unless extended by agreement of the parties. Notwithstanding the foregoing, this Lease shall continue until the earlier of (a) the scheduled expiration of the Term or any extended Term, (b) the date this Lease is terminated under Section 16 or Section 24, (c) the date that Lessee makes the payment described in Section 11, or (d) the date this Lease is prepaid under Section 22 of this Lease. All provisions of this Lease shall apply during any extended Term except as may be otherwise specifically provided in this Lease, in a schedule to this Lease or in any subsequent written agreement of the parties.

3. Rent. Lessee shall pay Lessor or Lessor's designee the total rent for the Term of this Lease, which shall be the total amount of all rent payments stated in the above Schedule, plus such additional rent as may arise. All monthly rent payments shall be payable in advance, in cash or by check, commencing on the date on which Lessee executes the Acceptance Certificate and on the same day of each month thereafter, whether or not Lessor has rendered an invoice therefore, at the office of Lessor set forth herein or to such other place as Lessor may from time to time designate in writing. Lessor may designate an assignee or other designee for receipt of payment of rent. Provided Lessee has paid both the Advance Rent and the Security Deposit, and thereafter agrees and pays Lessor through a weekly automatic deduction from Lessee's bank account an amount calculated to equal the annual rent paid in weekly installments together with any maintenance fees, Lessor will

agree to accept 23.0769% of the monthly rent payment each and every week of the Term commencing with the first week of the first month of the Term of this Lease, and payable each and every week of the Term thereafter on the same day of the week. Weekly payments of rent are payments in advance; however, provided Lessee is paying through automatic deduction Lessor will permit even weekly payments and not require the full monthly payment to be paid in advance each month. In the event Lessee terminates the automatic deduction method of payment, Lessee shall immediately owe the amount due to equal the monthly rent due in advance and shall thereafter resume payments as provided above. In the event Lessee requests, and Lessor grants, a payment extension, Lessee shall pay, as additional rent, and extension fee of \$50.00 per month (or \$11.54 per week) for each month (or week) of the applicable extension.

4. Advance Rent. Lessor acknowledges receipt of any "Advance Rent" and any "Security Deposit" set forth in the above Schedule. In no event shall any Advance Rent or any other payments that are due be refunded to Lessee.

5. Security Deposit. Lessee agrees to pay Lessor on the date hereof an amount equal to _____ (___) monthly rent payment(s) as set forth in the above Schedule ("Security Deposit"), which sum, if any, shall be held by Lessor, without obligation for interest, as security for the full, timely and faithful performance of your covenants and obligations under this Lease, it being expressly understood and agreed that such payment is not a measure of Lessor's damages in the event of Lessee's default. Upon the occurrence of any default by Lessee, Lessor may, from time to time, without prejudice to any other remedy provided herein or provided by law, use such fund to the extent necessary to make good any arrears of rent payments or other payments due us hereunder, and any other damage, injury, expense or liability caused by any event of Lessee's default. Lessee is responsible for payment of any shortfall in rent payments.

6. Lease Supersedes Purchase Order; Selection Of Vehicle; Disclaimer Of Warranties. Upon execution hereof by Lessee, this Lease supersedes any purchase order of Lessee with respect to the Vehicle, Lessee agrees that its interest in the Vehicle is the interest of a Lessee and not of an owner, and Lessee assigns to Lessor Lessee's rights under any purchase order with respect to the Vehicle but not the Lessee's obligation to pay for the Vehicle unless Lessee furnishes Lessor with the Acceptance Certificate, supplied by Lessor, in accordance with Section 6. Lessee has selected both the Vehicle and the supplier from which Lessor may purchase the Vehicle. **LESSEE ACKNOWLEDGES THAT LESSOR HAS NO EXPERTISE OR SPECIAL FAMILIARITY WITH RESPECT TO THE VEHICLE. LESSEE AGREES THAT THE VEHICLE LEASED HEREUNDER ARE LEASED "AS IS, WHERE IS," AND ARE OF SPECIFICATIONS SELECTED BY LESSEE. LESSEE IS SATISFIED THAT THE VEHICLE ARE SUITABLE FOR LESSEE'S PURPOSES. LESSOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING PATENT INFRINGEMENT, CONDITION, QUALITY OR DESIGN OF THE VEHICLE, THEIR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, THE SUITABILITY OF THE VEHICLE IN ANY RESPECT OR IN CONNECTION WITH, OR THE PURPOSES AND USES OF, LESSEE, THE CONFORMITY OF THE VEHICLE TO ANY LAW, RULE, REGULATION, SPECIFICATION, CONTRACT OR PURCHASE ORDER RELATING THERETO, OR AS TO LESSOR'S TITLE THERETO, LESSEE'S RIGHT TO THE QUIET ENJOYMENT THEREOF OR AS TO THE EXISTENCE OF ANY CLAIM OF ANY OTHER PERSON THERETO. LESSEE HEREBY WAIVES ANY CLAIM AGAINST LESSOR IN CONNECTION WITH OR ARISING OUT OF THE OWNERSHIP, LEASING, FURNISHING, PERFORMANCE OR USE OF THE VEHICLE AND LESSOR SHALL HAVE NO LIABILITY FOR ANY LOSS, DAMAGE OR EXPENSE OF ANY KIND OR NATURE WHATSOEVER RELATING THERETO, INCLUDING, WITHOUT LIMITATION, ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.** Any warranty with respect to the Vehicle has been made in writing by the supplier and/or manufacturer separate from, and is not a part of, this Lease and shall be for the benefit of

Lessor, Lessee and, if any, Lessor's purchaser or secured party. If any Vehicle is damaged in transit, is not timely delivered, does not operate as represented or warranted by the supplier and/or manufacturer, or is unsatisfactory for any reason, Lessee shall make any claim on account thereof solely against the supplier and/or manufacturer and shall, nevertheless, pay Lessor all rent payable under this Lease and shall not set up against Lessee's obligations any such claims as a defense, counterclaim, set-off or otherwise. As long as Lessee is not in breach or default of this Lease, Lessor hereby assigns to Lessee, solely for the purpose of making and prosecuting any such claim, any rights which Lessor may have against the supplier and/or manufacturer for breach of warranty or other misrepresentation respecting the Vehicle. All proceeds of any warranty recovery by Lessee from the supplier and/or manufacturer of the Vehicle shall first be used to repair or replace the affected Vehicle; any excess shall be paid to Lessor or, if any, to Lessor's purchaser or secured party. LESSEE ACKNOWLEDGES AND AGREES THAT NEITHER THE SUPPLIER NOR ANY SALESPERSON, EMPLOYEE, REPRESENTATIVE OR AGENT OF THE SUPPLIER IS AN AGENT OR REPRESENTATIVE OF LESSOR, AND THAT NONE OF THE ABOVE IS AUTHORIZED TO WAIVE OR ALTER ANY TERM, PROVISION OR CONDITION OF THIS LEASE, OR MAKE ANY REPRESENTATION OR WARRANTY FOR LESSOR WITH RESPECT TO THIS LEASE OR THE VEHICLE LEASED HEREUNDER. Lessee further acknowledges and agrees that Lessee, in executing this Lease, has relied solely upon the terms, provisions and conditions contained herein, and any other statements, warranties or representations, if any, by the supplier, or any salesperson, employee, representative or agent of the supplier, have not been relied upon and shall not in any way affect Lessee's obligation to pay rent and otherwise perform as set forth in this Lease.

7. Delivery; Acceptance. Lessee acknowledges that, for purposes of receiving or accepting the Vehicle from the supplier thereof, Lessee is acting on Lessor's behalf. Upon delivery of each Vehicle to Lessee and Lessee's inspection thereof, Lessee shall furnish Lessor with the Acceptance Certificate with respect to such Vehicle; provided, however, that the parties agree that five days is a reasonable period of time for Lessee to inspect the Vehicle. Therefore, unless Lessee notifies Lessor to the contrary, Lessee shall be deemed to have unconditionally accepted each Vehicle five days after physical delivery thereof to the Vehicle location as may be noted on the supplier's or manufacturer's invoice. Lessee agrees to hold Lessor harmless from specific performance of this Lease and from damages if for any reason any Vehicle is not delivered as ordered or if any Vehicle is unsatisfactory for any reason whatsoever. Lessee agrees that any delay in delivery of any Vehicle shall not affect the validity of this Lease.

8. Location; Inspection; Use. The Vehicle shall be delivered to Lessee and thereafter parked at the location specified on the Schedule at the beginning of this Lease or at such other location as is authorized by the Lessor which Lessee shall report to Lessor. Lessee shall use the Vehicle solely for business purposes and in a careful and proper manner, and shall comply with all laws, regulations and ordinances, all conditions and requirements of the insurance required to be maintained hereunder and all manufacturer's instructions and warranty requirements Lessee shall affix and maintain Lessor's labels, if supplied by Lessor, upon a visible place on the Vehicle. Lessor shall have the right from time to time, during reasonable business hours, to enter upon Lessee's premises for the purpose of inspecting the Vehicle.

9. Maintenance; Alterations. Lessee shall, at Lessee's expense, maintain the Vehicle in good operating condition, repair and appearance and properly serviced and lubricated, furnish all parts and labor required to keep the Vehicle in such condition, protect the same from deterioration, other than normal wear and tear, and only use the Vehicle in the regular course of Lessee's business and within normal capacity. Lessee shall not make any modification, alteration or addition to the Vehicle without the prior written consent of Lessor, and then all such modifications, alterations and additions shall belong to Lessor and shall be returned to Lessor with the Vehicle upon the expiration or earlier termination of this Lease. If so indicated in the Schedule at the beginning of this Lease, Lessee shall

enter into a Van Maintenance Agreement and cause the Vehicle to be maintained pursuant to the Van Maintenance Agreement.

10. Insurance. Lessee agrees to maintain the insurance described in the Schedule at the beginning of this Lease AT ALL TIMES in full force and effect and written by an insurance company acceptable to Lessor, which insurance shall provide full breach of warranty protection to Lessor and be primary insurance coverage, protecting the interests of Lessor and Lessee. Lessor, its successors and assigns, must be named "ADDITIONAL INSURED" as to liability insurance up to \$1,000,000 if required by Lessor and "LOSS PAYEE" as to all risk insurance. All policies shall provide 30 days' advance written notice to Lessor of cancellation, change or non-renewal. Lessee shall pay all premiums for such insurance and shall deliver to Lessor the original policy or policies of insurance or other evidence satisfactory to Lessor of the insurance required hereby and the renewal thereof; provided, however, that Lessor shall be under no duty to ascertain the existence of or to examine such insurance policy or to advise Lessee in the event such insurance coverage shall not comply with the requirements hereof. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of, and execute and endorse all documents, checks or drafts received in payment for loss or damage under any such insurance policy. If Lessee shall fail to procure, maintain or pay for such insurance, Lessee agrees that Lessor shall have the right, but not the obligation, to obtain such insurance on behalf of, and at the expense of, Lessee and Lessee agrees to pay all costs thereof with the next rent payment.

11. Loss or Damage. Lessee shall bear the entire risk of loss, theft, destruction or damage to each Vehicle (herein, "Loss or Damage") from any cause whatsoever, from and after the earliest of the date on which (a) such Vehicle is ordered, (b) Lessor pays the purchase price of the Vehicle, or (c) title to the Vehicle passes to Lessor, and continuing until such Vehicle is returned to Lessor. No Loss or Damage shall relieve Lessee of the obligation to pay rent or of any other obligation under this Lease. In the event of Loss or Damage, Lessee shall promptly notify Lessor in writing and, at the option of Lessor, shall (i) place the same in good condition and repair; (ii) replace the same with a like Vehicle of equivalent value, in good condition and acceptable to Lessor with clear title thereto in Lessor, whereupon such Vehicle shall be subject to this Lease and be deemed a Vehicle for all purposes hereof; or (iii) pay to Lessor on the rent payment date next following such event the total of the following amounts: (1) the total rent and other amounts due and owing at the time of such payment, plus (2) an amount calculated by Lessor which is the present value (using a discount rate equal to the implicit Lease rate of this Lease, as determined by Lessor in Lessor's reasonable discretion (the "Discount Rate")) of all rent and other amounts payable by Lessee with respect to such Vehicle from the date of such payment to the date of the scheduled expiration of the Term, plus (3) Lessor's estimate of the Vehicle's residual value as determined by Lessor in Lessor's reasonable discretion as of the scheduled expiration of the Term which in no event shall be less than the amount set forth in the Purchase Option box at the beginning of this Lease ("Residual Value"). All proceeds of insurance received by Lessor as a result of such Loss or Damage shall, where applicable, be applied toward the replacement or repair of the Vehicle or the payment of the obligations of Lessee hereunder.

12. Taxes; Expenses; Compliance with Law, Environmental/DOT Compliance. Lessee shall comply with all laws and regulations relating to, and shall promptly pay when due, all license fees, registration fees, sales taxes, franchise taxes, use and property taxes, assessments, charges and other taxes, municipal, state and federal, which may now or hereafter be imposed upon the ownership, titling, possession, leasing, renting, operation, control, use, maintenance, location, delivery and/or redelivery of, the Vehicle and prepare and/or file, upon request by Lessor, any schedules required by taxing authorities in connection therewith. In addition, Lessee agrees to pay all costs, expenses, fees and charges incurred in connection with the titling, licensing and registration of the Vehicle, and in connection with the use and operation thereof during the Term, including, but

not limited to, fuel, oil, lubricants, repairs, maintenance, tires, tubes, storage, parking, tolls, fines, towing and servicing. In the event Lessee does not pay all sums specified above, Lessor has the right, but not the obligation, to pay the same. If Lessor shall so pay any of the aforementioned, then Lessee shall remit such amount with the next rent payment. Lessee is and will remain in full compliance with all laws and regulations applicable to it, including, without limitation, the USA Patriot Act and Bank Secrecy Act and shall ensure that no person or persons who own a majority of the ownership interests in, or control, the Lessee shall be listed on the Specially Designated Nationals and Blocked Person List or other similar list maintained by the U.S. Department of Treasury, Office of Foreign Assets Control. Lessee is responsible for compliance with, and any costs, materials, parts, services that relate to any Federal or State transportation and/or environmental rules, regulations, restrictions or reporting requirements for the geographies in which Lessee stores or operates the Vehicle.

13. Return. Unless Lessee has renewed this Lease or purchased the Vehicle pursuant to the terms and conditions of this Lease, upon the termination of this Lease, Lessee shall, at Lessee's own expense and risk, promptly return the Vehicle by delivering such Vehicle, prepared for shipment, to such location in the continental United States as Lessor may specify, fully serviced and in the same condition as received, reasonable wear and tear excepted. In the event Lessee does not return any Vehicle as provided herein, Lessee shall pay to Lessor the rent specified herein on a prorated basis for each day Lessee fails to return such Vehicle. The acceptance of said rent by Lessor shall not waive Lessor's right to have such Vehicle promptly returned to Lessor pursuant to the provisions hereof, nor shall the acceptance of said rent be deemed to be an extension of the Term of this Lease. In the event such vehicle is re-sold or placed under a new lease results in proceeds that would be required by law to be paid to Lessee, then Lessor prior to any such payment shall be entitled to collect (in addition to any amounts due for wear & tear, refurbishment, out of pocket costs, fees, etc.) a remarketing fee of up to 2.5% of the total present resale value realized for such Vehicle.

14. General Indemnity. Lessee shall, and does hereby, indemnify and save Lessor, its agents, employees, successors and assigns, harmless from any and all liability, obligations, losses, damages, penalties, claims, suits, strict liability in tort, cost and expenses, including attorney's fees, arising out of the ownership, selection, location, possession, leasing, renting, operation, control, use, maintenance, repair, delivery and/or redelivery of the Vehicle, including, without limitation, any claim alleging latent and other defects, whether or not discoverable, and any other claim arising out of strict liability in tort, and any claim for patent, trademark or copyright infringement. The indemnities and assumptions of liabilities and obligations herein provided for shall continue in full force and effect notwithstanding the expiration or other termination of this Lease. Any indemnity payment hereunder shall be adjusted to preserve Lessor's anticipated net after-tax economic return with respect to the leasing of the Vehicle.

15. Default. Any of the following events or conditions shall constitute an event of default hereunder: (a) if Lessee fails to pay any rent or other monies or charges, or fails to observe any other term or condition of this Lease, on the due date, without notice or demand by Lessor; (b) if Lessee shall cease doing business as a going concern; (c) if Lessee becomes insolvent or makes an assignment for the benefit of creditors; (d) if a petition is filed by or against Lessee under any applicable bankruptcy laws; (e) if Lessee applies for or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee or such receiver, trustee, conservator or liquidator is appointed without the application or consent of Lessee; (f) if Lessee ceases to be an authorized Snap-on Franchisee, and does not contemporaneously thereafter enter into another Snap-on Franchise Agreement; (g) if any statement, representation or warranty heretofore or hereafter furnished by Lessee shall be untrue or unperformed in any material respect; (h) if a creditor of Lessee or any other person or entity attaches or levies execution against Lessee and the attachment or levy is not released within 48 hours; (i) if Lessee makes a bulk transfer of its furniture, fixtures, furnishings or other equipment or inventory; (j) if Lessee breaches any of the terms of any loan or credit agreement, or defaults thereunder, or if the condition of Lessee's affairs shall so change as to, in Lessor's opinion,

materially increase the credit risk involved; (k) if any guarantor dies or any event described above occurs with respect to any guarantor; (l) Lessee operates the Vehicle or conducts activities in the vehicle in violation of applicable law; or (m) if Lessee shall default under any other Lease, contract or agreement with Lessor or Snap-on Tools Company LLC or any of its affiliates.

16. Remedies. Upon the happening of any one or more events or conditions of default, Lessor shall have the right to exercise any one or more of the following remedies: (a) to declare all unpaid rent immediately due and payable and to recover the balance of rent and other charges reserved under this Lease, discounted to present value as of the date paid using the Discount Rate, with Lessor retaining title to the Vehicle; (b) to sue for all rent payments due under this Lease as they shall accrue; (c) with or without notice, demand or legal process, to retake possession of the Vehicle under this Lease (Lessee hereby authorizes and empowers Lessor to enter upon the premises wherever each Vehicle may be found) and (i) repossess the Vehicle and retain all rent payments paid hereunder and recover from Lessee the amount of unpaid rent and other charges for the balance of the Term, discounted to present value as of the date paid using the Discount Rate; (ii) re-lease the Vehicle and recover from Lessee the amount by which the balance of rent and other charges reserved in this Lease for the balance of the Term exceeds the net amount to be received by Lessor for such re-leasing for the same period, discounted to present value as of the date paid using the Discount Rate; or (iii) sell the Vehicle and recover from Lessee the amount by which the balance of the rent and charges reserved in this Lease for the balance of the Term and the Residual Value of the Vehicle, exceeds the net amount received by Lessor from such sales. Lessor may specifically enforce this provision, which is a material inducement to Lessor in entering into this Lease; or (d) to pursue any other remedy permitted by law. No failure on the part of Lessor to exercise, and no delay in exercising any right or remedy hereunder, shall operate as a waiver thereof.

17. Assignment. Without Lessor's prior written consent, Lessee shall not (a) assign, transfer or pledge or otherwise dispose of its interest in this Lease, the Vehicle or any interest therein, or (b) sublet or lend the Vehicle or permit any Vehicle to be used by anyone, other than Lessee or Lessee's employees. Lessor may grant a security interest in or sell or assign this Lease or the rents due under this Lease or grant a security interest in or sell the Vehicle in whole or in part without notice to Lessee, and Lessor's purchaser or secured party may then grant a security interest in or sell this Lease or the rents due under this Lease or the Vehicle, without notice to Lessee. Each such secured party shall have all the rights but none of the obligations of Lessor under this Lease. Lessee shall recognize such sales or security interests, shall not assert against such purchasers or secured parties any defense, counterclaim or set-off Lessee may have against Lessor and shall, at Lessor's request, pay to such purchasers or secured parties all sums due or to become due or owing under this Lease. Notwithstanding any such assignment, Lessee shall quietly enjoy use of the Vehicle, subject to the terms and conditions of this Lease. Lessee will promptly execute and deliver any acknowledgment of the forgoing furnished by Lessor.

18. Ownership; Personal Property. The Vehicle is, and shall at all times remain, owned solely by Lessor or its successors and assigns, and all titles thereto and registrations thereof shall be in the name of Lessor or its successors and assigns. Lessee shall have no right, title or interest in or to the Vehicle, except as to the use thereof subject to the terms and conditions of this Lease.

19. Late Charges. If Lessee fails to pay any rent or other sum to be paid by Lessee to Lessor within ten days after the due date thereof, Lessee shall pay Lessor (a) an amount calculated at the rate of five cents (\$.05) per one dollar (\$1.00) of each such delayed payment, and shall make such payment within ten days after the original due date, as compensation for Lessor's internal operating expenses arising as a result of such failure; (b) amounts paid by Lessor to others relevant to the collection thereof; and (c) interest on such unpaid rent or other amount, at the rate of 10% per annum or such lesser maximum rate as may be fixed by law, computed from and including the due date to

the date paid. If any amount is paid by check, ACH or similar instrument from Lessee and it is dishonored for any reason, Lessee agrees to pay the Lessor the costs paid by the Lessor to others because of the dishonor, plus a fee to Lessor of \$25.00, provided, however, the fee paid to Lessor shall not be greater than the highest amount permitted by applicable law.

20. No Offset. This Lease may not be canceled or terminated for any reason whatsoever, except as expressly provided herein. Lessee agrees that its obligation to pay all rents and other sums payable hereunder and the right of Lessor in and to such rents are absolute and unconditional and are not subject to any abatement, reduction, set-off, defense, counterclaim or recoupment due or alleged to be due to, or by reason of, any circumstance, happening or event whatsoever.

21. End of Term Options. Provided that no event of Default has occurred and is continuing, Lessee shall elect one of the following three options by giving Lessor at least thirty (30) days prior written notice of such election: (a) return the Vehicle(s) in accordance with the Agreement; (b) purchase the Vehicle(s) for the price set forth in the Purchase Option box at the beginning of this Lease; or (c) enter into a lease renewal with Lessor. If Lessee elects to purchase the Vehicle(s), Lessee shall pay Lessor the price set forth in the Purchase Option box at the beginning of this Lease prior to the expiration of the initial Term (plus any applicable taxes and titling fees) and Lessor shall transfer the Vehicle(s) to Lessee on an "AS IS, WHERE AS" basis without representation or warranty of any kind. If Lessee elects to return the Vehicle(s), Lessee shall comply with all provisions of this Lease, including Section 13, and ensure that the Vehicle(s) is returned to the location designated by Lessor prior to the expiration of the initial Term. If Lessee desires to enter into a lease renewal, Lessor and Lessee shall use their good faith efforts to determine an acceptable rental term, payment and end of term option during such thirty (30) day period. If Lessee does not give the thirty (30) day prior written notice of its election or if Lessee and Lessor cannot agree on the terms of a lease renewal, then unless the Lessor elects to terminate the Lease, the Term of the Lease shall automatically extend on a month-to-month basis, at the Rent in effect at the expiration of the initial Term, for a period beginning on the last day of the initial Term and ending on the earlier of the day that Lessee and Lessor agree on the terms of a lease renewal or the thirtieth (30th) day after Lessee delivers to Lessor notice that Lessee is electing Option (a) or Option (b) above.

22. Early Purchase Option: If Lessee is not in default of any term or provision of the Lease, Lessee may pay and satisfy this Lease in full and purchase, "AS IS, WHERE IS" with no warranty from Lessor of any kind, all but not less than all of the Vehicle leased hereunder, provided that Lessee has given Lessor written notice of its intention to exercise such purchase option not later than 30 days prior to the purchase date by paying to Lessor: (a) the then present value of the unpaid balance of the remaining rent payments and all other amounts due under the Lease, all discounted at the Discount Rate; plus (b) the amount set forth in the Purchase Option box at the beginning of this Lease; plus (c) a prepayment premium, if not prohibited by law, equal to (i) three (3) monthly rent payments if prepaid on or before the end of the 36th month of this Lease, (ii) two (2) monthly rent payments if prepaid on or after the 37th month and on or before the 60th month of this Lease, or (iii) one (1) monthly rent payment if prepaid after month 60th of this Lease; plus (d) plus all applicable sales, use or other taxes. In no event shall the aforementioned prepayment premium exceed the highest amount allowable under applicable law. Such prepayment premium represents the costs of prepayment incurred by Lessor, including but not limited to, the Lessor's loss of gross profits. Upon such payment, the Lease shall terminate and Lessee shall become entitled to the Vehicle as owner thereof.

23. Retention of Lien. If Lessee purchases or otherwise obtains ownership of the Vehicle from Lessor, and still owes other amounts to Lessor under any other outstanding obligations or agreements, then, at time of acquisition of the Vehicle hereunder, Lessee hereby grants a continuing security interest in the Vehicle to Lessor and authorizes Lessor to retain and file a lien on the Vehicle

at the time Lessor processes the vehicle title to transfer ownership to Lessee. This grant and authorization to Lessor shall survive any termination of this Lease and shall continue until all amounts owed by Lessee to Lessor under any other obligations or agreements are paid in full.

24. Early Termination Option at Termination of Snap-on Business. If Lessee terminates its Snap-on Business for any reason then the Lessee may terminate this Lease upon satisfaction of the following conditions: (a) Lessee is not in default under the terms of this Lease; (b) Lessee gives Lessor written notice fourteen (14) days prior to the termination date; (c) Lessee pays all monthly rent payments, fees, taxes or charges through the end of the month in which the early termination option is elected; (d) Lessee pays costs to ship the Vehicle(s) to a location designated by Lessor at costs not to exceed **\$4,100**; (e) Lessee pays any damages for repair to the Vehicle(s) above ordinary wear and tear; and (f) Lessee pays an early termination charge equal to one (1) monthly rent payment. Notwithstanding the foregoing, (i) this early termination option is not available if Lessee remains an authorized Snap-on Franchisee under a different Snap-on Franchise Agreement, and (ii) Lessee shall remain responsible for all tax bills and other amounts due (such as property taxes) that accrue during the term of this Lease and remain unpaid at its termination.

25. Further Assurances; Security Interest. Lessee shall provide Lessor with such resolutions, opinions, financial statements and other documents (including title and Vehicle registration documents and documents for filing or recording) as Lessor may request from time to time. **LESSEE HEREBY APPOINTS LESSOR OR ITS ASSIGNEE ITS TRUE AND LAWFUL ATTORNEY-IN-FACT TO EXECUTE ON BEHALF OF LESSEE ALL FINANCING STATEMENTS, SECURITY DOCUMENTS AND VEHICLE REGISTRATION AND LIEN DOCUMENTS WHICH, IN LESSOR'S DETERMINATION, ARE NECESSARY TO SECURE LESSOR'S INTEREST IN SAID VEHICLE.** Lessee hereby grants Lessor a security interest in the Vehicle and other property Leased hereunder and proceeds thereof, including all proceeds of the re-lease, sale or disposition of the Vehicle and other property. Further, to the extent permitted by and subject to applicable law, Lessee hereby grants Lessor or its agent or assigns the power of attorney and right to sign on behalf of Lessee and file or record any and all such financing statements or security documents and vehicle registration and lien documents as may be necessary to perfect and maintain Lessor's security interest granted under this Lease.

26. Miscellaneous. All obligations of Lessee, if more than one, shall be joint and several. Lessee shall provide Lessor with a copy of Lessee's annual financial statements, including balance sheet and profit and loss statement, within 90 days after the close of Lessee's business year, in addition to any other information normally provided by Lessee to the public and/or any other financial data or information relative to this Lease and the Vehicle as Lessor may from time to time reasonably request. This Lease shall be binding upon the parties, their successors, legal representatives and assigns, and is a valid and subsisting legal instrument, and no provision which may be deemed unenforceable shall in any way invalidate any other provision or provisions, all of which shall remain in full force and effect. All section headings are inserted for reference purposes only and shall not affect the interpretation or meaning of this Agreement. This instrument constitutes the entire contract between the parties hereto, and no representation, oral or written, shall constitute an amendment hereto unless signed in writing by Lessor. Any amendment, modification, waiver or extension hereunder must be in writing and signed by the parties hereto. Time is of the essence in this Lease and each and all of its provisions.

27. Uniform Commercial Code Article 2A Provisions. Lessee agrees that if this Lease is a "Finance Lease" under Article 2A of the Uniform Commercial Code, Lessee acknowledges that: (i) Lessor did not select, manufacture or supply the Vehicle, but Lessor did purchase the Vehicle for lease to Lessee; and (ii) Lessor has given Lessee the name of the supplier of the Vehicle. Lessor hereby notifies Lessee that Lessee may have rights under the supply contracts and that Lessee may contact

the supplier for a description of those rights or any warranties. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON LESSEE UNDER UNIFORM COMMERCIAL CODE SECTIONS 2A-303 AND 2A-508 THROUGH 522, AS IN EFFECT FROM TIME TO TIME.

28. Alternative Dispute Resolution.

(a) Mediation. Except as otherwise provided below in Section 28(c), the parties agree to attempt to resolve any controversy or dispute arising out of, or relating to this Agreement or Lessee's relationship with Lessor, or the termination of this Agreement, including, but not limited to, any claim by Lessee, or any person in privity with or claiming through, on behalf of or in the right of Lessee must be submitted to non-binding mediation prior to any matter being submitted to arbitration. This provision applies only to controversies and disputes that are specific to Lessee, or any person in privity with or claiming through, on behalf of or in the right of Lessee and not to issues that affect Snap-on franchisees generally. Any such mediation will be held within 30 days after a demand for mediation is made by either party by notice to the other party. The mediation will be conducted in the state in which Lessee resides. The mediator will be selected by mutual agreement between the parties, and Lessor or Snap-on will pay the costs of the mediator and location at which the mediation takes place.

The parties acknowledge that mediation proceedings are settlement negotiations and that to the extent allowed or required by applicable law, all offers, promises, conduct and statements, whether oral or written, made in the course of the mediation will be confidential and inadmissible in any arbitration, litigation or other legal proceeding involving the parties, provided however, that evidence which is otherwise admissible or discoverable will not be rendered inadmissible or non-discoverable as a result of its use in mediation.

(b) Arbitration. Except as otherwise provided in Section 28(c), any controversy or dispute arising out of, or relating to this Agreement, including but not limited to, any claim by Lessee, or any person in privity with or claiming through, on behalf of or in the right of Lessee, concerning the entry into, performance under, nonrenewal of, or termination of, this Agreement; any claim against a past or present employee, officer, director, agent or affiliate of Lessor; any claim of breach of this Agreement; and any claims arising under or relating to state or federal laws, including the common law (for example, tort or contract claims), or any statutes, rules, or regulations, shall be submitted to final and binding arbitration as the sole and exclusive means for final and binding resolution of any such controversy or dispute. Persons in privity with or claiming through, on behalf of or in the right of Lessee include, but are not limited to, spouses and other family members, heirs, executors, representatives, shareholders, members, successors and assigns. In no event shall persons in privity include other Snap-on franchisees who have signed separate van lease agreements or similar agreements with Lessor.

A party's failure or refusal to resolve the controversy or dispute through mediation under Section 28(a) shall not affect either party's obligation to arbitrate the dispute or controversy under this Section 28(b). A demand for arbitration must be made within the applicable statute of limitation period; otherwise, the right to any remedy shall be forever barred, as provided by applicable law and determined by the arbitrator.

Notwithstanding any other provision of this Agreement, arbitration under this Section 28(b) shall be governed exclusively by the Federal Arbitration Act as amended (9 U.S.C. §§ 1 et seq.), and arbitration shall take place according to the Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules") in effect as of the date the demand for arbitration is filed. The AAA Rules may be found on the American Arbitration Association's web site at www.adr.org or by searching for those rules using a service such as www.google.com. The arbitration shall be held at

the office of the American Arbitration Association nearest the Snap-on Regional Sales Office to which Lessee was assigned most recently prior to the demand for arbitration; provided, however, if such office is outside the state in which the Lessee resides, Lessee may cause the arbitration to be held within Lessee's state of residence at a place mutually convenient to the parties and the arbitrator.

The arbitration shall proceed before a single arbitrator. The arbitrator shall be chosen in accordance with the AAA Rules. If the amount claimed by the party filing for arbitration both in the original demand for arbitration and in any amendment is less than Seventy-five Thousand Dollars (\$75,000.00), Lessor shall pay the fees and expenses of the arbitrator and filing fees and costs charged by the American Arbitration Association up to a maximum of Seven Thousand Five Hundred Dollars (\$7,500.00). Any amount in excess of Seven Thousand Five Hundred Dollars (\$7,500.00) will be split equally by the parties. If the amount of the claim filed either in the original demand for arbitration or by amendment is for Seventy-five Thousand Dollars (\$75,000.00) or more, the parties agree to split equally the fees and expenses of the arbitrator and the filing fees and costs charged by the American Arbitration Association. If Lessee demonstrates that it is unable to pay its portion of these fees, expenses or costs, then the fees, expenses or costs shall be reapportioned by the arbitrator in accordance with applicable law.

Unless otherwise agreed by the parties or ordered by the arbitrator, following a party's motion for additional discovery, pre-hearing discovery in any arbitration is limited to the following: (1) production of all documents that will be introduced at the hearing; (2) production of written or recorded statements that a party intends to introduce at the hearing; (3) production of all documents relied upon by experts who will testify at the hearing; (4) production by Lessee of tax returns filed by Lessee (including tax returns for a significant owner of Lessee if the Lessee is a corporation or limited liability company) for the last three (3) tax years; (5) production by Lessor of Lessee's statements of account balance with Lessor for three (3) years prior to the filing of the arbitration or if the Lease is active within three (3) years of the time of the filing, then for the term of the Lease; and (6) not more than two depositions per side.

Each party further agrees that, unless such a limitation is prohibited by applicable law, as determined by the arbitrator, a party shall not be liable for punitive or exemplary damages and the arbitrator shall have no authority to award the same. The award or decision by the arbitrator shall be final and binding on the parties and may be enforced by judgment or order of a court of competent jurisdiction. The parties consent to the exercise of personal jurisdiction in the state where the arbitration took place. The parties consent to the exercise of personal jurisdiction over them by such courts for the purpose of carrying out this provision; and they waive any objections that they would otherwise have to the same.

The parties agree to arbitrate only controversies and disputes that are specific to Lessee or any person in privity with or claiming through, on behalf of or in the right of Lessee, and therefore Lessee and Lessor agree that (x) arbitration under this Section 28(b) shall be brought on an individual basis only and may not be brought as a class or consolidated action or by way of joinder of separate parties unless all parties otherwise agree in writing, and absent such written agreement (y) there will be no right or authority for any controversy or dispute to be brought, heard or arbitrated as a class or consolidated action or by way of joinder of separate parties ("Class/Consolidated Action Waiver"). Notwithstanding any other provision of this Agreement or the AAA Rules, disputes regarding the validity, enforceability or breach of the Class/Consolidated Action Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. No finding or stipulation of fact or law in any other arbitration shall be given preclusive or collateral estoppel effect in any arbitration hereunder. In no event shall the arbitrator have the right, power, jurisdiction or contractual authority to award any damages or relief in excess of or in addition to those damages

suffered specifically by the parties to the arbitration or as otherwise provided by applicable law or this Agreement.

In any case in which (1) the dispute is filed as a class or consolidated action or by way of joinder of separate parties and (2) there is a final judicial determination that all or part of the Class/Consolidated Action Waiver is invalid or unenforceable, the class, consolidated action or joinder of separate parties to that extent must be litigated in a civil court of competent jurisdiction, but the portion of the Class/Consolidated Action Waiver that is enforceable shall be enforced in arbitration.

In addition, in the event any other provision in this Section 28(b) is determined to be invalid or unenforceable as a matter of law, then it is the intention of the parties to this Agreement that such provision be deemed inoperative and stricken from this Agreement, and that the remainder of this Section 28, to the extent not legally invalid or unenforceable under applicable law, be enforced as written and as if the invalid or unenforceable provision or provisions had not been included in this Section 28.

(c) Provisional remedies. Each party shall have the right to seek from an appropriate court provisional remedies including, but not limited to, temporary restraining orders, preliminary injunctions, repossession (including seeking an order on whether the Lessor may exercise the remedy in Section 16(c), only relief shall be a judgment or order regarding repossession of the Vehicle and the only evidence admissible in the court proceeding shall be whether any one or more of the events or conditions default specified in Section 15, above, have occurred and all other issues, claims and evidence shall be subject to arbitration) or replevin orders before, during or after arbitration. Neither party need await the outcome of the arbitration or selection of an arbitrator before seeking provisional remedies. Seeking any such remedies shall not be deemed to be a waiver of either party's right to compel arbitration. Any such action shall be brought by Lessor or Lessee in the county (or similar political unit) or federal judicial district where Lessee resides, or where any property that may be the subject of the action is located. The parties consent to the exercise of personal jurisdiction over them by courts located there and to the propriety of venue in such courts for the purpose of carrying out this provision; they waive any objections that they would otherwise have to the same; and they waive the right to have any such action decided by a jury.

29. Notices. Any written notice or demand under this Lease may be given to a party by mailing it to the party at its address set forth herein, or at such address as the party may provide in writing from time to time. Notice or demand so mailed shall be effective when deposited in the United States mail duly addressed and with postage prepaid.

30. Expenses of Enforcement. Lessee shall pay to Lessor all costs and expenses, including reasonable attorneys' fees and fees of collection agencies, incurred by Lessor in exercising any of its rights or remedies hereunder or in enforcing any of the terms or provisions hereof, whether or not suit is brought.

31. Effect of State Laws; Severability. It is agreed that the rights of the parties under this Lease shall be governed by the laws of the State of Illinois, excluding its conflict of laws principles except to the extent the Federal Arbitration Act governs Section 28, above. In addition to the severability provisions in Section 28, each article, Section, subsection, term, and condition of this Lease, and any portions thereof, shall be considered severable. If, for any reason, any portion of this Lease is determined to be invalid, contrary to, or in conflict with, any applicable present or future law, rule, or regulation in a final, unappealable ruling issued by any court, agency, or tribunal with valid jurisdiction in a proceeding to which Lessor is a party, that ruling shall not impair the operation of, or have any other effect upon, any other portions of this Lease; all of which shall remain binding on the parties

and continue to be given full force and effect. Any invalid portion shall be deemed not to be a part of this Lease as of the date upon which the ruling becomes final, if Lessee is a party to such proceedings, or upon Lessee's receipt of notice of nonenforcement from Lessor.

32. Considerations Regarding Trade-in Title, or Clearing Title. This transaction is voidable at the option of Lessor if the certificate of title to any trade-in vehicle, or to the leased vehicle, respectively, contains information which materially affects the value of such vehicle and is not disclosed in writing prior to this Lease. If any lien or lease payoff on an owned or leased trade-in is estimated, the net amount of any trade-in will be adjusted to reflect the total all-in cost of obtaining clear title, and Lessee will accept the change in capitalized costs and change in payment amounts based on the implicit rate in this Lease.

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS LEASE. YOU MAY OBTAIN INSURANCE FROM ANY SOURCE ACCEPTABLE TO LESSOR.

NOTICE TO LESSEE: 1. DO NOT SIGN THIS LEASE BEFORE YOU READ IT OR IF IT CONTAINS BLANK SPACES; 2. YOU ARE ENTITLED TO AN EXACT AND COMPLETELY FILLED-IN COPY OF THE LEASE YOU SIGN; 3. KEEP IT TO PROTECT YOUR LEGAL RIGHT; 4. DO NOT SIGN IF THERE ARE ANY BLANK SPACES.

NOTE: THE UNDERSIGNED LESSEE REPRESENTS AND WARRANTS THAT IT HAS READ ALL DOCUMENTS WHICH ARE PART OF THIS LEASE, THAT IT IS FULLY AWARE OF ALL THE TERMS AND CONDITIONS CONTAINED HEREIN AND THEREIN, THAT ALL REQUIRED ACTION HAS BEEN TAKEN AND THAT ALL DOCUMENTATION HAS BEEN AUTHORIZED TO BE EXECUTED BY THE FOLLOWING SIGNATORIES:

This Lease shall not be binding upon Lessor or become effective until and unless Lessor accepts the same in writing.

LESSEE HEREBY ACKNOWLEDGES RECEIPT OF AN EXACT COPY OF THIS LEASE

LESSEE:

LESSOR: SNAP-ON CREDIT LLC

By: _____

By: _____

Title: _____

Title: _____

Date & _____

Date & _____

Time: _____

Time: _____

APPENDIX I.7



AMENDMENT TO VEHICLE LEASE AGREEMENT NO. BETWEEN SNAP-ON CREDIT LLC as Lessor AND _____ as Lessee

This Amendment is attached to and forms part of that certain Vehicle Lease Agreement No. _____ (the "Lease"), between **Snap-on Credit LLC** ("Lessor") and _____ as ("Lessee"). Lessor and Lessee agree as follows:

- A. Definitions. Capitalized terms appearing in this Amendment that are defined in the Lease shall have the same meaning as that given in the Lease unless the term is given a special definition in this Amendment.

- B. Changes to Section 22 titled EARLY PURCHASE OPTION. Section 22 of the lease shall be replaced in its entirety with the following:

"22. Early Purchase Option: If Lessee is not in default of any term or provision of the Lease, Lessee may pay and satisfy this Lease in full and purchase, "AS IS, WHERE IS" with no warranty from Lessor of any kind, all but not less than all of the Vehicles leased hereunder, provided that Lessee has given Lessor written notice of its intention to exercise such purchase option not later than 30 days prior to the purchase date by paying to Lessor: (a) the then present value of the unpaid balance of the remaining rent payments and all other amounts due under the Lease, all discounted at the Discount Rate; plus (b) the amount set forth in the Purchase Option box at the beginning of this Lease; plus (c) a prepayment premium, if not prohibited by law, for a 48 month or longer lease, equal to (i) two (2) monthly rent payments if prepaid on or before the end of the 24th month of this Lease, or (ii) one (1) monthly rent payment if prepaid after month 24th of the Lease; or for leases having a term of less than 48 months, one (1) monthly rent payment if prepaid on or before the end of the term; plus (d) plus all applicable sales, use or other taxes. In no event shall the aforementioned prepayment premium exceed the highest amount allowable under applicable law. Such prepayment premium represents the costs of prepayment incurred by Lessor, including but not limited to, the Lessor's loss of gross profits. Upon such payment, the Lease shall terminate and Lessee shall become entitled to the Vehicle as owner thereof."

- C. Changes to Section 23 titled EARLY TERMINATION OPTION AT TERMINATION OF DEALERSHIP. Section 23 shall not apply to this Lease. Lessee's obligations under this lease shall be unconditional and continuing without setoff.

- D. Except as expressly provided in this Amendment, the Lease shall remain unchanged and in full force and effect.

LESSEE:

LESSOR: SNAP-ON CREDIT LLC

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPENDIX I.7



CONTINUING UNCONDITIONAL GUARANTEE (FOR CORPORATE or LIMITED LIABILITY COMPANY)

FOR VALUE RECEIVED, and to induce Snap-on Credit LLC, (the "Snap-on Credit") to lease, lend money, extend credit or provide other financial accommodation, or agree to accept assignment of certain contracts or rights, or to enter into other contractual relationships or to continue any of the foregoing, to or with _____, a _____ corporation or limited liability company [strike one] ("Company") the majority of the stock of which or the majority membership interest in which [strike one] is owned by the Guarantor or Guarantors, and in consideration thereof, the undersigned Guarantor or Guarantors (hereafter collectively the "Guarantor") hereby unconditionally absolutely guarantees: (A) the full and prompt payment when due (whether at maturity or by declaration, amortization, acceleration or otherwise) and at all times thereafter of all indebtedness, obligations and liabilities of every kind and nature whatsoever of Company to Snap-on Credit howsoever created, arising, acquired, held or evidenced, and whether direct or indirect, primary or secondary, absolute or contingent, joint or several, now or hereafter existing, due or to become due; and (B) the full, prompt and faithful performance and discharge by Company of each and every term, condition, agreement, representation and warranty on the part of Company contained in any agreement (including any amendment, modification or supplement thereof) relating to any loan, credit or other financial accommodation from Snap-on Credit to Company or any other contractual relationship between Snap-on Credit and Company (all such obligations referred to in (A) and (B) above being hereinafter collectively referred to as the "Liabilities"). The Guarantor further agrees to pay to Snap-on Credit, upon demand, all costs and expenses, including attorneys' fees, paid or incurred by Snap-on Credit in collecting or obtaining payment or performance of any Liabilities or in enforcing Snap-on Credit's rights under or with respect to any agreement or collateral or other security in connection with any Liabilities, or in enforcing this Continuing Unconditional Guarantee (this "Guarantee").

In the event that Company fails to pay, perform or discharge the Liabilities when such Liabilities become due and payable (whether by default, acceleration or otherwise), or in the event of the death, incompetency, dissolution, insolvency or bankruptcy of Company or the Guarantor or the inability of Company to pay its debts as they mature, or in the event of an assignment by Company for the benefit of creditors, or the institution of any proceeding by or against Company alleging that Company is insolvent or unable to pay its debts as they mature, and if such event shall occur at a time when any of the Liabilities may not then be due and payable, the Guarantor agrees to pay to Snap-on Credit, immediately upon demand, the full amount which would be payable hereunder by the Guarantor if all of the Liabilities were then due and payable and to otherwise perform and discharge such Liabilities.

This Guarantee shall be a continuing, absolute and unconditional guarantee, and shall remain in full force and effect until written notice of its discontinuance shall be actually received by Snap-on Credit, and also until any and all of said Liabilities created before receiving such notice of discontinuance shall be fully paid, performed or discharged. The death of the Guarantor shall not terminate this Guarantee until written notice of such death shall have been actually received by Snap-on Credit, and also until all of said Liabilities created before receiving such notice shall be fully paid, performed or discharged.

The liability of the Guarantor under this Guarantee shall not be affected, impaired, reduced, released, limited or modified by any of the following (any or all of which may be done or omitted by Snap-on Credit in its sole discretion and without notice): (a) any act or failure to act by Snap-on Credit with respect to Company, the Liabilities or any collateral or security therefore; (b) any sale, pledge, surrender, compromise, release, renewal, extension, indulgence, alteration, disposition, exchange, change or modification in or of any of the Liabilities (including, without limitation, any renewal note), any collateral or security for the Liabilities or any agreement or instrument relating to the Liabilities; (c) the acceptance, rejection or release by Snap-on Credit of any collateral or security for, any obligor with respect to, or any other guarantee of, any of the Liabilities; (d) any failure, neglect or omission by Snap-on Credit to realize upon any of the Liabilities or upon any collateral or security therefore (including any failure to protect or insure or to perfect any lien on any such collateral or security); (e) the invalidity or unenforceability of or any irregularity with respect to any Liability; (f) the bankruptcy or insolvency of Company or the application to Company or its estate of any provision of the United States Bankruptcy Code or any other bankruptcy or insolvency law; (g) the extension of additional loans, credits or other financial accommodations made to Company without notice to or approval of the Guarantor; (h) any change in Company's name or any merger, acquisition or consolidation involving Company; or (i) any other act or failure to act of any kind by Snap-on Credit, other than the execution and delivery by Snap-on Credit to the Guarantor of a written document clearly and expressly amending, releasing or canceling this Guarantee.

The Guarantor hereby waives: (a) notice of the acceptance of this Guarantee; (b) notice of the existence, creation, extension or modification of any of the Liabilities, any collateral or other security therefore or any agreement relating thereto; (c) demand, presentment, protest and notice of demand, presentment, protest, nonpayment, dishonor or default, and all other notices whatsoever; and (d) all diligence in collection or protection of or realization upon any Liabilities, any obligation of the Guarantor hereunder or any collateral or other security for any of the foregoing.

This Guarantee is a guaranty of payment and not of collection. There shall be no conditions to the obligation of the Guarantor to pay, perform and discharge any Liabilities upon failure by Company to pay, perform or discharge such Liabilities when due (whether at maturity or by declaration, acceleration or otherwise), and Snap-on Credit shall be under no obligation to seek to obtain payment, performance or discharge from Company or any other person or entity or to resort to or seek to realize upon any collateral or any other security or property whatsoever prior to obtaining payment, performance or discharge by the Guarantor on this Guarantee. Snap-on Credit shall have the exclusive right to determine how, when and what application shall be made of any payments and credits on the Liabilities or under this Guarantee.

Until all of the Liabilities are fully paid, performed and discharged, the Guarantor hereby:

(a) assigns to Snap-on Credit as security for the Guarantor's obligations under this Guarantee, and subordinates to the Liabilities, any liabilities, indebtedness and obligations of Company held by or owed to the Guarantor, including any collateral or other security therefore,

(b) assigns to Snap-on Credit, and agrees that Snap-on Credit shall have, a security interest in the following business property, assets, rights and interests of Company or Guarantor (as applicable), whether now owned or existing or hereafter acquired or arising:

(1) Any collateral, including, but not limited to, any goods, equipment, chattel paper, accounts, general intangibles, or any other assets it may now own or hereafter acquire which may constitute Collateral (as such term is defined in (b) (1) through (6), infra), or proceeds of

Collateral of Company or Guarantor (as applicable) for any amounts owed to Snap-on Credit by Company;

(2) All of Company's or Guarantor's (as applicable) Accounts (the term "Accounts" as used herein includes, without limitation, all of Guarantor's accounts receivable arising out of the sale or lease of Inventory or other goods or out of the rendering of services), whether or not specifically assigned to Snap-on Credit;

(3) All of Company's or Guarantor's (as applicable) Inventory (the term "Inventory" as used herein includes, without limitation, all of Company's or Guarantor's goods held for sale or lease or being processed for sale or lease, including all materials, work-in-process, finished goods, supplies and other goods customarily classified as inventory), including Inventory at any time in the possession of any bailee;

(4) All of Company's or Guarantor's (as applicable) business equipment (the "Equipment");

(5) All of Company's or Guarantor's (as applicable) goods, vehicles, (including Company's or Guarantor's van or truck, and to the extent allowed by law without requirement to specify particular VIN numbers of such vehicles) furnishings and fixtures wherever located but only to the extent that such items are used primarily in connection with Company's or Guarantor's (as applicable) Snap-on Business;

(6) All of Company's or Guarantor's (as applicable) cash, negotiable instruments, documents of title, warehouse receipts, chattel paper, general intangibles, securities, leases, contract rights, certificates of deposit, deposit accounts, cash equivalents, interest or dividends on any of the foregoing, insurance claims, patents, trademarks, good will and other property of any kind or description, wherever now or hereafter located, but only to the extent that such items are used primarily in connection with Company's or Guarantor's (as applicable) Snap-on Business; and

Without limiting the foregoing, all substitutions, renewals, improvements and replacements of, and additions and accessions to, the foregoing, and all products and proceeds of the foregoing, including, without limitation, all of the proceeds in any form of Company's or Guarantor's (as applicable) Accounts and Inventory, whether specifically assigned to Snap-on Credit or not. Notwithstanding the foregoing, if Guarantor is an individual, Guarantor's residence, personal, family or household goods and assets not related to or used primarily in connection with Company's or Guarantor's (as applicable) Snap-on Business are specifically excluded from the definition of "Collateral." The terms used herein to identify the Collateral shall have the respective meanings assigned to such terms as of the date hereof in the Uniform Commercial Code, as amended, in effect in the state listed in the introductory paragraph as Company's address (the "UCC"). The security interest granted hereby shall continue to attach to the Collateral notwithstanding any sale, exchange or other disposition of the Collateral by Company or Guarantor (as applicable), except for Inventory sold in the ordinary course of business. The security interest herein granted is to secure the payment of all of Guarantor's obligations to guarantee payment and/or performance to Snap-on Credit of all of the Liabilities; all costs and expenses, including attorneys' fees, paid or incurred by Snap-on Credit in collecting or obtaining payment or performance of any Liabilities or in enforcing Snap-on Credit's rights under or with respect to any agreement or collateral or other security in connection with any Liabilities, or in enforcing this Guarantee and the performance of all of Guarantor's obligations to Snap-on Credit hereunder; and any and all other obligations of Company or Guarantor to Snap-on Credit of every kind and description, direct or indirect, absolute or contingent, due or about to become due, now existing or hereafter arising.

- (c) waives any rights that the Guarantor may have against Company or with respect to the Liabilities or any collateral or other security therefore by reason of any one or more payments or acts in compliance with the obligations of the Guarantor under this Guarantee.

Snap-on Credit may, without notice, sell, assign or transfer all or any of the Liabilities and, in such event, each and every immediate and successive assignee, transferee or holder of, or any participant in, any of the Liabilities shall have the rights, powers and benefits granted to Snap-on Credit in this Guarantee, including the right to enforce this Guarantee by suit or otherwise.

In the event that a claim (a "repayment claim") shall be made upon Snap-on Credit at any time for repayment of any amount received by Snap-on Credit in payment of any of the Liabilities, whether received from Company or the Guarantor, or received as the proceeds of collateral, or otherwise, by reason of: (a) any judgment, decree or order of any court or administrative body having jurisdiction over Snap-on Credit or any of its property; or (b) any settlement or compromise of any such repayment claim effected by Snap-on Credit with the claimant (including Company), the Guarantor shall remain liable to Snap-on Credit for any amount repaid pursuant thereto to the same extent as if such amount had never originally been received by Snap-on Credit, notwithstanding any termination hereof or the cancellation of any note or other instrument evidencing any of the Liabilities.

Mediation. Except as otherwise provided in the provisional remedies below the parties agree to attempt to resolve any controversy or disputes arising out of or relating to this Guarantee including, but no limited to by non-binding mediation prior to any matter being submitted to arbitration. This provision applies only to controversies and disputes that are specific to Franchisee, or any person in privity with or claiming through, on behalf of or in the right of Franchisee and not to issues that affect Snap-on franchisees generally. Any such mediation will be held within 30 days after a demand for mediation is made by either party by notice to the other party. The mediation will be conducted in the state in which Franchisee resides. The mediator will be mutually agreed upon by the Franchisee and Snap-on Credit, and Snap-on Credit will pay the costs of the mediator and for the location at which the mediation takes place.

The parties acknowledge that mediation proceedings are settlement negotiations and that to the extent allowed or required by applicable law, all offers, promises, conduct and statements, whether oral or written, made in the course of the mediation will be confidential and inadmissible in any arbitration, litigation or other legal proceeding involving the parties, provided however, that evidence which is otherwise admissible or discoverable will not be rendered inadmissible or non-discoverable as a result of its use in mediation.

Arbitration. Except as otherwise provided in the provisional remedies below, any controversy or dispute arising out of or relating to this Guarantee including, but not limited to, any claim by Guarantor, or any person in privity with or claiming through, on behalf of or in the right of Guarantor, concerning the entry into, performance under, or termination of, this Guarantee; any claim against a past or present employee, officer, director, agent or affiliate of Snap-on Credit; any claim of breach of this Guarantee or any agreement between the parties or their respective affiliates (whether existing before or after this Guarantee); and any claims arising under state or federal laws, including any statutes, rules, or regulations, will be submitted to final and binding arbitration as the sole and exclusive means for final and binding resolution of any such controversy or dispute. Persons in privity with or claiming through, on behalf of or in the right of Franchisee include, but are not limited to, spouses and other family members, heirs, executors, representatives, shareholders, members,

successors and assigns. In no event will persons in privity include other Snap-on franchisees who have signed separate franchise agreements with Snap-on Credit.

A party's failure or refusal to resolve the controversy or dispute through mediation under mediation provision above will not otherwise affect either party's obligation to arbitrate the dispute or controversy under this arbitration provision. A demand for arbitration must be made in writing within the applicable statute of limitation period; otherwise, the right to any remedy will be forever barred, as provided by applicable law and determined by the arbitrator.

Notwithstanding any other provision of this Agreement, arbitration under this arbitration provision will be governed exclusively by the Federal Arbitration Act as amended (9 U.S.C. §§ 1 et seq.), and arbitration will take place according to the Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules") in effect as of the date the demand for arbitration is filed. The AAA Rules may be found on the American Arbitration Association's web site at www.adr.org or by searching for those rules using a service such as www.google.com. The arbitration will be held at the office of the American Arbitration Association nearest the Snap-on Regional Sales Office to which Franchisee was assigned most recently prior to the demand for arbitration; provided, however, if such office is outside the state in which the Franchisee resides, Franchisee may cause the arbitration to be held within Franchisee's state of residence at a place mutually convenient to the parties and the arbitrator.

The arbitration will proceed before a single arbitrator. The arbitrator will be chosen in accordance with the AAA Rules. If the amount claimed by the party filing for arbitration both in the original demand for arbitration and in any amendment is less than Seventy-five Thousand Dollars (\$75,000.00), Snap-on Credit will pay the fees and expenses of the arbitrator and filing fees and costs charged by the American Arbitration Association up to a maximum of Seven Thousand Five Hundred Dollars (\$7,500.00). Any amount in excess of Seven Thousand Five Hundred Dollars (\$7,500.00) will be split equally by the parties. If the amount of the claim filed either in the original demand for arbitration or by amendment is for Seventy-five Thousand Dollars (\$75,000.00) or more, the parties agree to split equally the fees and expenses of the arbitrator and the filing fees and costs charged by the American Arbitration Association. If Franchisee demonstrates that it is unable to pay its portion of these fees, expenses or costs, then the fees, expenses or costs will be reapportioned by the arbitrator in accordance with applicable law.

Unless otherwise agreed by the parties or ordered by the arbitrator, following a party's motion for additional discovery, pre-hearing discovery in any arbitration is limited to the following: (1) production of all documents that will be introduced at the hearing; (2) production of written or recorded statements that a party intends to introduce at the hearing; (3) production of all documents relied upon by experts who will testify at the hearing; (4) production by Franchisee of tax returns filed by Franchisee (including tax returns for a significant owner of a Corporate Franchisee) for the last three (3) tax years; (5) production by Snap-on Credit of Franchisee's statements of account balance with Snap-on Credit for three (3) years prior to the filing of the arbitration; and (6) not more than two depositions per side.

Each party further agrees that, unless such a limitation is prohibited by applicable law, as determined by the arbitrator, a party will not be liable for punitive or exemplary damages and the arbitrator will have no authority to award the same. The award or decision by the arbitrator will be final and binding on the parties and may be enforced by judgment or order of a court of competent jurisdiction. The parties consent to the exercise of personal jurisdiction in the state where the arbitration took place. The parties consent to the exercise of personal jurisdiction over them by such courts for the purpose of carrying out this provision; and they waive any objections that they would otherwise have to the same.

The parties agree to arbitrate only controversies and disputes that are specific to Franchisee, or any person in privity with or claiming through, on behalf of or in the right of, Franchisee, and therefore Franchisee and Snap-on Credit agree that (i) arbitration under this arbitration provision will be brought on an individual basis only and may not be brought as a class or consolidated action or by way of joinder of separate parties unless all parties otherwise agree in writing, and absent such written agreement (ii) there will be no right or authority for any controversy or dispute to be brought, heard or arbitrated as a class or consolidated action or by way of joinder of separate parties ("Class/Consolidated Action Waiver"). Notwithstanding any other provision of this Agreement or the AAA Rules, disputes regarding the validity, enforceability or breach of the Class/Consolidated Action Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. No finding or stipulation of fact or law in any other arbitration shall be given preclusive or collateral estoppel effect in any arbitration hereunder. In no event shall the arbitrator have the right, power, jurisdiction or contractual authority to award any damages or relief in excess of or in addition to those damages suffered specifically by the parties to the arbitration or as otherwise provided by applicable law or this Agreement.

In any case in which (1) the dispute is filed as a class or consolidated action or by way of joinder of separate parties and (2) there is a final judicial determination that all or part of the Class/Consolidated Action Waiver is invalid or unenforceable, the class, consolidated action or joinder of separate parties to that extent must be litigated in a civil court of competent jurisdiction, but the portion of the Class/Consolidated Action Waiver that is enforceable will be enforced in arbitration.

In addition, in the event any other provision in this arbitration provision is determined to be invalid or unenforceable as a matter of law, then it is the intention of the parties to this Agreement that such provision be deemed inoperative and stricken from this Agreement, and that the remainder of this arbitration provision, to the extent not legally invalid or unenforceable under applicable law, be enforced as written as if the invalid or unenforceable provision or provisions had not been included in this arbitration provision.

Provisional Remedies. Each party shall have the right to seek from an appropriate court provisional remedies including, but not limited to, temporary restraining orders, preliminary injunctions or replevin orders before, during or after arbitration. Neither party need await the outcome of the arbitration or selection of an arbitrator before seeking provisional remedies. Seeking any such remedies will not be deemed to be a waiver of either party's right to compel arbitration. Any such action will be brought by Snap-on Credit or Franchisee in the county (or similar political unit) or federal judicial district where Franchisee resides, or where any property that may be the subject of the action is located. The parties consent to the exercise of personal jurisdiction over them by courts located there and to the propriety of venue in such courts for the purpose of carrying out this provision; they waive any objections that they would otherwise have to the same; and they waive the right to have any such action decided by a jury.

This Guarantee shall be deemed to have been delivered and made and shall be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws (without regard to the conflicts of laws provisions) of the State of Illinois in which the Snap-on Credit's office is located, except to the extent the Federal Arbitration Act governs the provisions of any arbitration agreement herein. Whenever possible, except as otherwise provided above, each provision of this Guarantee shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Guarantee shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the

remainder of such provision or the remaining provisions of this Guarantee. This Guarantee shall be binding upon the Guarantor and upon the heirs, legal representatives and successors of the Guarantor, and shall inure to the benefit of Snap-on Credit, its legal representatives, successors and assigns.

If this Guarantee (including any counterpart hereof) is signed by more than one Guarantor, the liability of each Guarantor shall be joint and several, and each reference herein to the Guarantor shall be deemed to refer to each such Guarantor. In furtherance and not in limitation of the rights and remedies of Snap-on Credit hereunder or at law, Snap-on Credit may proceed under this Guarantee against any or all Guarantors in its absolute and sole discretion for any Liabilities or other obligations of Company arising hereunder. No release, discharge or modification of the obligations of, or the collateral provided by, any party liable on this Guarantee shall affect the obligations of any other party on this Guarantee.

IN WITNESS WHEREOF, the undersigned has caused this Guarantee to be executed delivered and dated _____.

(Individual Signature of Guarantor)

Printed Name: _____, an individual

APPENDIX I.7



VEHICLE LEASE AGREEMENT ACCEPTANCE CERTIFICATE

Lease No.

LESSOR		LESSEE	
Name: Snap-on Credit LLC Address: 950 Technology Way Libertyville, IL 60048		Name: Address:	
DESCRIPTION OF VEHICLES			
Year / Make	Model/Body Type	Vehicle I.D.	

Lessee hereby acknowledges receipt in good condition of all the Vehicles listed above and in any schedule made a part hereof, accepts the same in accordance with the above-described Lease between Lessor and Lessee, and agrees that Lessor has fully and satisfactorily performed all covenants and conditions to be performed by it under the Lease. Lessee and Lessor hereby acknowledge and agree that the above-described Lease is hereby amended as follows:

- DELIVERY DATE.** Lessee acknowledges that the Vehicle(s) were delivered to Lessee as dated below.
- AMENDMENTS.** Lessee hereby acknowledges and agrees that neither the Lease nor this Acceptance Certificate may be amended, rescinded, modified, waived or extended, except in a writing signed by each of Lessee and Lessor.
- WEAR AND TEAR SPECIFICATIONS UPON RETURN.** The following listed specifications are to be interpreted as reasonable wear and tear requirements and any exceptions thereto shall be considered damage for the purposes of the Lease. Lessee is responsible for the repair of damage to the Vehicles not meeting these requirements before returning the Vehicles to Lessor at Lessee's cost, to the location to be designated by Lessor.
 - Tires:** to have not less than one-half of the original manufacturer's tread depth specifications when sold as new. Recaps or damaged side walls are not acceptable on the front. Vehicles returned with unacceptable tires will be charged the cost of new and acceptable tires.
 - Brakes:** to be operating in a safe condition and in any event brake pads not less than 50% of original specifications when new.
 - Engine:** including cooling system must be functional and running normally. Cracked block or engine, rod or bearing knocks are not acceptable.
 - Power and Mechanical Accessories:** all such items must be fully operating in a functional manner, including but not limited to batteries, heating/air systems, lift gates (including any remotes and shoreline adaptor), power inverter(s) or other power assist or power adaption equipment (Note: if your van has/had a generator, this includes any generators that were a part of your vehicle at the time you accepted it or if installed thereafter).
 - Interior:** Interior should meet original manufacture specifications with original equipment (or appropriately specified replacements) and be fully functional, including but not limited to: layout, displays and sales aids, shelving/racks/pegboard, lacing (intact), power tool adapters, alarm, lights, keys, key fob remote, power systems, E-track straps, safety equipment (wheel chock, passenger jump seat, etc.) and similar types of items.
 - Body Exterior:** must be free from scratches, dings, accident or wind damage, significant corrosion (that in Snap-on's reasonable opinion would have to be repaired in order to meet the requirements of the Snap-on Program), and all decals/logos must be current and in good condition sufficient to meet the requirements of the Snap-on Program.
 - Window Glass:** must be free from cracks, pitting, and rock chips, sandblasting damage or wiper scratches.

This Lease shall not be binding upon Lessor unless Lessor accepts the same in writing. **Note:** The undersigned Lessee represents and warrants that it has read all documents which are part of this Lease, that it is fully aware of all the terms and conditions contained herein and therein, that all required action has been taken and that all documentation has been authorized to be executed by the following signatories:

Do not sign this document unless you have taken delivery of the aforementioned Vehicle.

LESSEE:	LESSOR: SNAP-ON CREDIT LLC
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

APPENDIX I.7



VAN MAINTENANCE AGREEMENT

This Agreement is made by and between Snap-on Credit LLC, a Delaware limited liability company (“Snap-on Credit”) and _____ (“Franchisee”) organized/incorporated in _____ with respect to the following Van:

Year / Make	Model/Body Type	Vehicle I.D.	Vehicle Supplier

RECITALS

WHEREAS, Franchisee is an authorized franchisee of Snap-on Tools Company LLC and has been approved by Snap-on Credit or another Leasing Company for participation in the Franchise Finance Program and/or the Van Leasing Program; and

WHEREAS, as a condition of approval, the Franchise Finance Program and/or the Snap-on Credit Van Lease Program and/or Lease require Franchisee to participate in a Van Maintenance Program facilitated by Snap-on Credit in order to provide records of Franchisee’s compliance with the maintenance requirements under the Lease; and

WHEREAS, Franchisee recognizes and acknowledges the benefit to the Franchisee of having a Van Maintenance Program which provides a method for regular inspection and maintenance of Franchisee’s leased van and record retention of any maintenance.

NOW THEREFORE, based upon the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Definitions.** As used in this Agreement the following terms shall have the meanings set forth or as referenced below:
 - a. “Account Balance” means the total sum paid by Franchisee pursuant to Paragraph 2(a) less any amounts paid out pursuant to Paragraphs 2(c) and 2(d).
 - b. “Administrator” means the entity designated by Snap-on Credit as the Van Maintenance Program Administrator from time to time.
 - c. “Agreement” means this Van Maintenance Agreement.
 - d. “Franchisee” means an individual or corporation authorized by Snap-on as an independent dealer or franchisee.
 - e. “Franchise Finance Program” means the Financing Program made available by Snap-on Credit through which qualifying franchisees are able to obtain financing of a portion of their initial investment from Snap-on Credit.

- f. "Lease" means an Agreement between a Franchisee and Snap-on Credit or another third-party leasing company governing the lease of the Van.
- g. "Leasing Company" means the company which is the lessor on the Lease.
- h. "Maintenance Fee" has the meaning set forth in Paragraph 2(a).
- i. "Snap-on" means Snap-on Tools Company LLC, and its parents, successors and assigns.
- j. "Van" means a display van as identified on page one of this Agreement, or any substitutions thereto, that meets the specifications of the Franchise Finance Program or Snap-on.
- k. "Van Maintenance Vendor" means the garage or vehicle dealership which provides regular maintenance service to the Van, that has been approved by the Administrator.

2. **Obligations of Franchisee.**

- a. Each week during the term of the Lease, Franchisee shall pay to Snap-on Credit the sum of Seventy-Five dollars (\$75.00) per week or such other amount as may be agreed to by the parties (the "Maintenance Fee"). This weekly Maintenance Fee shall be paid to Snap-on Credit by weekly direct debit (withdrawal) of Franchisee's bank account, pursuant to instructions duly executed by Franchisee and delivered to Franchisee's bank. Such withdrawal shall be due on the same day that Snap-on Credit withdraws the weekly payment under the Lease and ACH Agreement between Franchisee and Snap-on Credit. In the event Franchisee refuses to enter into or otherwise terminates the ACH arrangement, Franchisee shall pay the Maintenance fee monthly in advance, in the amount of Three Hundred Twenty Five dollars (**\$325.00**) on the first day of each month. Snap-on Credit shall periodically forward such funds to the Administrator, who shall administer the funds pursuant to the terms and conditions of this Agreement specifically designating an account identifying the Franchisee, the Lease and the Van. The funds may be commingled with other funds of either Snap-on Credit or the Leasing Company or the Administrator. The funds may be forfeited if Franchisee breaches the Lease or terminates his Lease in advance of the scheduled Lease termination date and does not exercise the lease purchase option at the end of the lease term. The funds may not be used by Franchisee to pay a termination fee or early purchase option fee without Snap-on Credit's prior written permission.
- b. Within ten (10) days of delivery of the Van, Franchisee shall notify the Administrator of the Franchisee's Van Maintenance Vendor which shall be a vendor providing regular maintenance to the Van selected at Franchisee's discretion, subject to approval by the Administrator, which approval shall not be unreasonably withheld.
- c. On a quarterly basis, Franchisee shall arrange to have the Van inspected and the oil and filter changed by the Van Maintenance Vendor and shall forward to the Administrator the statement from the Van Maintenance Vendor for payment. At least once a year, or more often as required in writing by Snap-on Credit, the Administrator shall supply the Van Maintenance Vendor with an inspection report to be completed and returned to the Administrator. Upon Administrator's receipt of proof of payment of the oil and filter change or the invoice from the Van Maintenance Vendor or the completed inspection report, the Administrator shall pay the Van Maintenance Vendor or reimburse Franchisee, the lesser

of: (i) the Account Balance of the Maintenance Fee collected from Franchisee, or (ii) the amount shown in the Van Maintenance Vendor's invoice. Franchisee shall be responsible for any payments owed to the Van Maintenance Vendor or other third party vendors which are not paid by the Administrator.

d. In addition to the oil and filter change and inspections, the Administrator may pay or reimburse for repairs it approves in its sole discretion. Following any repair or maintenance, whether provided by the Van Maintenance Vendor or other service provider, Franchisee shall forward to the Administrator copies of the repair order and receipt. Customization work and repairs arising out of accidents or damage which are routinely covered by insurance shall not be paid out of the Maintenance Fee or Account Balance. Franchisee shall be responsible for any payments owed to the Van Maintenance Vendor or other third party vendors which are not paid by the Administrator.

e. If the amount of the Maintenance Fee collected from Franchisee exceeds the amount paid by the Administrator to the Van Maintenance Vendor, Snap-on Credit shall retain any excess until same is paid in accordance with this Paragraph 2 and/or Paragraph 3 below.

3. **Administrator's Obligations.**

a. The Administrator shall maintain copies of all maintenance records provided to the Administrator by Franchisee. Upon request from the Franchisee and with reasonable notice, the Administrator shall provide the Franchisee with copies of all maintenance records. Requests for copies of records shall be limited to a reasonable number.

b. The Administrator shall pay, upon receipt from the Franchisee and Snap-on Credit, the Van Maintenance Vendor's quarterly statement for an oil change and inspection of the Van up to the amount of funds paid to the Administrator or Snap-on Credit by Franchisee as the Maintenance Fee.

c. In the event the Lease is terminated prior to its scheduled termination date with the consent of Snap-on Credit, so long as Franchisee is not in default of, or in process of terminating, any agreement with Snap-on Credit or Snap-on and if Franchisee does not exercise the option to purchase the Van early, the Account Balance of the Maintenance Fees held by the Administrator or Snap-on Credit shall be: (i) first, paid to Snap-on Credit to pay for any out-of-pocket costs incurred by Snap-on Credit as a result of the early termination of the lease, (ii) second, paid to the Leasing Company to pay any costs associated with refurbishing the Van for subsequent sale or lease to others; (iii) third, retained by the Administrator or Snap-on Credit and held for subsequent lessees of the Van identified in the Lease, provided however that if the Van is sold rather than leased, any remainder will be forwarded to Franchisee instead of being retained by the Administrator under this subsection 3 (c) (iii).

d. In the event of a default by Franchisee under the Van Lease or any Franchise Finance Program Loan, or in the event Franchisee is terminating Franchisee's Snap-on Franchise, then, in the sole discretion of Snap-on Credit, the Administrator shall forward as much of the Account Balance of the Maintenance Fees as needed (i) first, to the Leasing Company (or its agent), to pay the Leasing Company for any other amounts owing, due, or to become due under the Lease (including, but not limited to, any rent, taxes, termination or other charges specified in the Lease) or any amounts due under any other agreement between the Leasing Company and the Franchisee; (ii) second, paid to Snap-on Credit to pay for any

out-of-pocket costs incurred by Snap-on Credit as a result of the early termination of the lease, (iii) third, paid to the Leasing Company to pay any costs associated with refurbishing the Van for subsequent sale or lease to others; (iv) fourth, to Snap-on Credit, to pay any amounts owed by the Franchisee to Snap-on Credit; (v) fifth, to Snap-on to pay any amounts owed by Franchisee to Snap-on; and (vi) finally, any remainder to be retained by the Administrator and held for subsequent lessees of the Van identified in the Lease, provided however, that if the Van is sold rather than leased, any remainder will be forwarded to Franchisee instead of being retained by the Administrator under this subsection 3 (d) (iv).

e. In the event the Lease is terminated prior to its scheduled termination date and if Franchisee **does** exercise the option to purchase the van in full and satisfies all lease obligations (including any end of term purchase option) and is not otherwise in default of, or is terminating any agreement with Snap-on Credit, the remaining Account Balance after such purchase, if any, may be forwarded to franchisee upon Snap-on Credit's confirmation of release.

f. The costs to refurbish shall be determined at the sole discretion of Leasing Company.

g. Neither the Administrator, Snap-on Credit nor any Leasing Company shall be obligated to accrue or pay interest on the Maintenance Fee retained during the term of the Lease and/or during the period in which the Van is being refurbished.

4. **Leasing Company Beneficiary.** The parties acknowledge that if the Leasing Company is not Snap-on Credit, then it is a third party beneficiary to this Agreement and to the rights and benefits of Snap-on Credit under this Agreement. Snap-on Credit may assign its rights and obligations under this Agreement to the Leasing Company at its sole discretion.

5. **General Matters.**

a. Nothing in this Agreement shall be construed to relieve Franchisee of Franchisee's obligations under the Lease or to relieve Franchisee of Franchisee's obligations to maintain the Van in accordance with the terms of the Lease.

b. Franchisee acknowledges the right of the Administrator to distribute maintenance records to Snap-on Credit and the Leasing Company, and to provide information regarding the condition of the Van to Snap-on Credit and the Leasing Company.

c. All notices permitted or required by this Agreement shall be in writing and shall be personally delivered, mailed by first class mail, or transmitted by facsimile to the respective party at the address listed below the signatures of the party unless and until a different address or facsimile telephone number has been designated by written notice to the other party. Snap-on Credit shall notify Franchisee of changes to the Administrator as provided under this Paragraph 5(c).

d. This Agreement contains the entire understanding and agreement between the parties and supersedes all prior or contemporaneous written or oral agreements and understandings relating to the subject matter hereof. Neither party is entitled to rely on any representation of any officer, employee or agent of the other party which is not expressly set forth in this Agreement. This Agreement may not be modified except by writing evidencing such a modification and signed by both parties.

e. Any failure by any party to enforce at any time any term or condition under this Agreement shall not be construed as a waiver of that party's right thereafter to enforce each and every term and condition of this Agreement.

f. In addition to the severability as provided in Section 5(i) below, the provisions of this Agreement shall be considered severable. If for any reason any provision of this Agreement, including, but not limited to, any provision relating to the termination of this Agreement, shall be deemed, by a court of competent jurisdiction, to be legally invalid or unenforceable in any jurisdiction to which it applies, the validity of the remainder of the Agreement shall not be affected, and that provision shall be deemed modified to the minimum extent necessary to make that provision consistent with applicable law, and in its modified form, that provision shall then be enforceable and enforced.

g. Except to the extent that the Federal Arbitration Act shall apply in accordance with Section 5(i) below, this Agreement, shall be governed by, and interpreted in accordance with the laws (other than the conflict of laws rules) of the State of Illinois, including all matters of construction, validity, enforcement and performance.

h. The language of this Agreement shall be construed as a whole and in accordance with the fair meaning of the language used. The language of this Agreement shall not be strictly construed for or against either of the parties hereto based upon who drafted or was principally responsible for drafting the Agreement or any specific term of condition hereof. This Agreement shall be deemed to have been drafted by each party hereto, and no party may urge otherwise.

i. Alternative Dispute Resolution

(1) Mediation. Except as otherwise provided below in Section 5(i)(3), the parties agree to attempt to resolve any controversy or dispute arising out of, or relating to this Agreement or Franchisee's relationship with Snap-on Credit, or the termination of this Agreement, including, but not limited to, any claim by Franchisee, or any person in privity with or claiming through, on behalf of or in the right of Franchisee must be submitted to non-binding mediation prior to any matter being submitted to arbitration. This provision applies only to controversies and disputes that are specific to Franchisee, or any person in privity with or claiming through, on behalf of or in the right of Franchisee and not to issues that affect Snap-on franchisees generally. Any such mediation will be held within 30 days after a demand for mediation is made by either party by notice to the other party. The mediation will be conducted in the state in which Franchisee resides. The mediator will be selected by mutual agreement between the parties, and Snap-on Credit will pay the costs of the mediator and location at which the mediation takes place.

The parties acknowledge that mediation proceedings are settlement negotiations and that to the extent allowed or required by applicable law, all offers, promises, conduct and statements, whether oral or written, made in the course of the mediation will be confidential and inadmissible in any arbitration, litigation or other legal proceeding involving the parties, provided however, that evidence which is otherwise admissible or discoverable will not be rendered inadmissible or non-discoverable as a result of its use in mediation.

(2) Arbitration. Except as otherwise provided in Section 5(i)(3), any controversy or dispute arising out of, or relating to this Agreement, Franchisee's franchise business or Franchisee's relationship with the other parties, including but not limited to, any claim by

Franchisee, or any person in privity with or claiming through, on behalf of or in the right of Franchisee, concerning the entry into, performance under, nonrenewal of, or termination of, this Agreement; any claim against a past or present employee, officer, director, agent or affiliate of Snap-on Credit; any claim of breach of this Agreement; and any claims arising under or relating to state or federal laws, including the common law (for example, tort or contract claims), or any statutes, rules, or regulations, shall be submitted to final and binding arbitration as the sole and exclusive means for final and binding resolution of any such controversy or dispute. Persons in privity with or claiming through, on behalf of or in the right of Franchisee include, but are not limited to, spouses and other family members, heirs, executors, representatives, shareholders, members, successors and assigns. In no event shall persons in privity include other Snap-on franchisees who have signed separate franchisee servicing agreements with Snap-on Credit or separate franchise agreements with Snap-on.

A party's failure or refusal to resolve the controversy or dispute through mediation under Section 5(i)(1) shall not affect either party's obligation to arbitrate the dispute or controversy under this Section 5(i)(2). A demand for arbitration must be made within the applicable statute of limitation period; otherwise, the right to any remedy shall be forever barred, as provided by applicable law and determined by the arbitrator.

Notwithstanding any other provision of this Agreement, arbitration under this Section 5(i) shall be governed exclusively by the Federal Arbitration Act as amended (9 U.S.C. §§ 1 et seq.),, and arbitration shall take place according to the Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules") in effect as of the date the demand for arbitration is filed. The AAA Rules may be found on the American Arbitration Association's web site at www.adr.org or by searching for those rules using a service such as www.google.com. The arbitration shall be held at the office of the American Arbitration Association nearest the Snap-on Regional Sales Office to which Franchisee was assigned most recently prior to the demand for arbitration; provided, however, if such office is outside the state in which the Franchisee resides, Franchisee may cause the arbitration to be held within Franchisee's state of residence at a place mutually convenient to the parties and the arbitrator.

The arbitration shall proceed before a single arbitrator. The arbitrator shall be chosen in accordance with the AAA Rules. If the amount claimed by the party filing for arbitration both in the original demand for arbitration and in any amendment is less than Seventy-five Thousand Dollars (\$75,000.00), Snap-on Credit shall pay the fees and expenses of the arbitrator and filing fees and costs charged by the American Arbitration Association up to a maximum of Seven Thousand Five Hundred Dollars (\$7,500.00). Any amount in excess of Seven Thousand Five Hundred Dollars (\$7,500.00) will be split equally by the parties. If the amount of the claim filed either in the original demand for arbitration or by amendment is for Seventy-five Thousand Dollars (\$75,000.00) or more, the parties agree to split equally the fees and expenses of the arbitrator and the filing fees and costs charged by the American Arbitration Association. If Franchisee demonstrates that it is unable to pay its portion of these fees, expenses or costs, then the fees, expenses or costs shall be reapportioned by the arbitrator in accordance with applicable law.

Unless otherwise agreed by the parties or ordered by the arbitrator, following a party's motion for additional discovery, pre-hearing discovery in any arbitration is limited to the following: (1) production of all documents that will be introduced at the hearing; (2) production of written or recorded statements that a party intends to introduce at the hearing;

(3) production of all documents relied upon by experts who will testify at the hearing; (4) production by Franchisee of tax returns filed by Franchisee (including tax returns for a significant owner of Franchisee if the Franchisee is a corporation or limited liability company) for the last three (3) tax years; (5) production by Snap-on Credit of Franchisee's statements of Lease account balance(s) with Snap-on Credit for three (3) years prior to the filing of the arbitration (6) Production of records maintained by Administrator with respect to Franchisee for three (3) years prior to the filing of the arbitration; and (7) not more than two depositions per side.

Each party further agrees that, unless such a limitation is prohibited by applicable law, as determined by the arbitrator, a party shall not be liable for punitive or exemplary damages and the arbitrator shall have no authority to award the same. The award or decision by the arbitrator shall be final and binding on the parties and may be enforced by judgment or order of a court of competent jurisdiction. The parties consent to the exercise of personal jurisdiction in the state where the arbitration took place. The parties consent to the exercise of personal jurisdiction over them by such courts for the purpose of carrying out this provision; and they waive any objections that they would otherwise have to the same.

The parties agree to arbitrate only controversies and disputes that are specific to Franchisee or any person in privity with or claiming through, on behalf of or in the right of Franchisee, and therefore Franchisee and Snap-on Credit agree that (x) arbitration under this Section 5(i) shall be brought on an individual basis only and may not be brought as a class or consolidated action or by way of joinder of separate parties unless all parties otherwise agree in writing, and absent such written agreement (y) there will be no right or authority for any controversy or dispute to be brought, heard or arbitrated as a class or consolidated action or by way of joinder of separate parties ("Class/Consolidated Action Waiver"). Notwithstanding any other provision of this Agreement or the AAA Rules, disputes regarding the validity, enforceability or breach of the Class/Consolidated Action Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. No finding or stipulation of fact or law in any other arbitration shall be given preclusive or collateral estoppel effect in any arbitration hereunder. In no event shall the arbitrator have the right, power, jurisdiction or contractual authority to award any damages or relief in excess of or in addition to those damages suffered specifically by the parties to the arbitration or as otherwise provided by applicable law or this Agreement.

In any case in which (1) the dispute is filed as a class or consolidated action or by way of joinder of separate parties and (2) there is a final judicial determination that all or part of the Class/Consolidated Action Waiver is invalid or unenforceable, the class, consolidated action or joinder of separate parties to that extent must be litigated in a civil court of competent jurisdiction, but the portion of the Class/Consolidated Action Waiver that is enforceable shall be enforced in arbitration.

In addition, in the event any other provision in this Section 5(i) is determined to be invalid or unenforceable as a matter of law, then it is the intention of the parties to this Agreement that such provision be deemed inoperative and stricken from this Agreement, and that the remainder of this Section 5(i), to the extent not legally invalid or unenforceable under applicable law, be enforced as written and as if the invalid or unenforceable provision or provisions had not been included in this Section 5(i).

(3) Provisional remedies. Each party shall have the right to seek from an appropriate court provisional remedies including, but not limited to, temporary restraining orders,

preliminary injunctions or replevin orders before, during or after arbitration. Neither party need await the outcome of the arbitration or selection of an arbitrator before seeking provisional remedies. Seeking any such remedies shall not be deemed to be a waiver of either party's right to compel arbitration. Any such action shall be brought by Snap-on Credit or Franchisee in the county (or similar political unit) or federal judicial district where Franchisee resides, or where any property that may be the subject of the action is located. The parties consent to the exercise of personal jurisdiction over them by courts located there and to the propriety of venue in such courts for the purpose of carrying out this provision; they waive any objections that they would otherwise have to the same; and they waive the right to have any such action decided by a jury.

FRANCHISEE:

By: _____
Print
Name: _____
Title _____
Date: _____

SNAP-ON CREDIT LLC:

By: _____
Print
Name: _____
Title _____
Date: _____

**Acknowledgement of
Administrator:** _____

By: _____
Title: _____
Date: _____

APPENDIX I.7



EASY AND CONVENIENT PAYMENT METHOD AUTOMATED PAYMENT PLAN (VAN)

Sign the form below and **ATTACH AN UNSIGNED AND VOIDED CHECK** from this account to assist us in verifying data.

I (we) (hereafter, the "Account Holder") authorize Snap-on Credit LLC hereafter called (SOC"), to initiate debit entries to my (our) account as indicated on the attached voided check or set forth below (the "Account"). Account Holder authorizes the financial institution named on the attached voided check, or otherwise identified below, hereafter called "Bank", to honor entries initiated by SOC and debit the same to such Account and/or to correct any errors. This authority is to remain in force and effect until the schedule of payments is completed or until SOC and/or Bank have received notification of its termination. To terminate this authority, Account Holder must call or write Bank, or call or write SOC at 1-888-846-8122 or the address shown below, in time to receive the request 3 business days or more before the payment is scheduled to be made. If Account Holder calls the Bank, they may also require the request be made in writing and to provide it within 14 days of the call.

Account Holder hereby authorizes Bank to pay and charge to the Account, electronic fund transfers or other forms of pre-authorized check or withdrawal order transfers initiated by SOC and its assigns to its own order in the amount of the Weekly Deduction set forth below or in such other authorized amounts as may be due from time to time, which may be more than the weekly Deduction and may include interest or fees charged to my account. If SOC charges the Account authorized amounts in excess of the authorized Weekly Deduction, SOC will tell Account Holder 10 days before each payment, when it will be made and how much it will be.

Account Holder understands that regardless of this Direct Debit authorization, liability to SOC and its assigns continues for any sums due under any agreement with them which are not otherwise available for automatic withdrawal from the Account. In addition, should the Bank assess any charges, fees, or penalties due it as a result of SOC's withdrawal requests from the Account for the purposes set forth in this Agreement, or should SOC assess fees and charges to my account (such as late fees or NSF fees for dishonored payments). Account Holder confirms responsibility for and shall pay such charges, fees, or penalties directly to the Bank or SOC as applicable. If the balance owed on a final payment is less than the specified Weekly Deduction, SOC may reduce such payment withdrawal request accordingly.

<i>Fill in the following or attach blank voided check here:</i>	
Bank Name _____	Bank Telephone # _____
Bank Address _____	_____
Bank Routing# _____	Bank Account # _____

Lease No:

WEEKLY DEDUCTION: \$_____ (Including Maintenance Fee and Tax). I authorize changes to the ACH amount to allow for changes in the monthly tax rate, if any, under my vehicle Lease.

ACH Starting Date: The first Monday after vehicle delivery and each Monday thereafter.

ACCOUNT HOLDER

{Printed Account Holder Name}

By: _____

Title: _____

950 Technology Way, Suite 301, Libertyville, IL, 60048
Telephone: 888-846-8122 / Fax: 847-782-7880

APPENDIX I.8



Credit Programs Automated Payment Remittance Program

Snap-on Credit offers the Automated Remittance Plan for remitting payments received from customers under the Credit Sales Programs. This plan utilizes electronic funds transfer to provide Franchisees and their customer a timely, accurate, and convenient method of remittance.

With Automated Payment, you eliminate the hassle of mailing checks. Automated Payment offers you:

- A. Assurance of timely application of payment to customer accounts
- B. Efficient remittance of customer payments
- C. Current customer balance information
- D. Eliminate time consuming check writing and balancing remittances



- The Automated Payment Plan will ensure payments from the Franchisee's eECCR are immediately posted and processed to avoid duplicate or erroneous billings.
- The Automated Payment Plan will help ensure payments are processed timely.
- EC payments identified by the Franchisee to remit are debited directly from Franchisee's business bank account, eliminating time-consuming check writing.

Instructions: Complete the form below. Attach an unsigned and voided check from this account to assist us in verifying data.

I (the "Remitter") authorize Snap-on Credit LLC hereafter called "SOC", to initiate debit entries to my business account indicated below based on my transmittal of my eECCR record to SOC or Snap-on Tools, where I will specify the amount of, and thereby authorize the specific debit to be processed the same or next business day and the amount of same. I authorize the financial institution named below (the "Institution"), to charge the amount of such entries to my account and to correct any errors. Institution is authorized to deposit any such corrections to my account. This authority is to remain in full force and effect until I revoke the agreement as hereafter provided. Any revocation is effective only if written or verbal notice from me to terminate this agreement is received by SOC or Institution in such time and manner to afford a reasonable opportunity to act upon the notice (at least 3 business days prior to the debit). Remitter understands that liability to SOC and its assigns continues for any sums due which are not otherwise available for automatic withdrawal from the Account, and should Institution assess any charges, fees, or penalties due it as a result of SOC's authorized withdrawal requests from the Account, or should SOC assess fees and charges to my account (such as NSF fees for dishonored payments). Remitter shall pay such items. A copy of this form is available from Snap-on Credit at the address listed above.

Remitter Name	Remitter's Business Account Number
Address	Institution Routing Number (Bank Routing Number)
City, State, Zip	Institution Name (Bank)
Phone Number	Institution Address (Bank)
Date	Institution Phone Number (Bank)
Remitter Signature & Title: _____	

APPENDIX I.9

FRANCHISEE WEB PAGE PARTICIPATION AGREEMENT

THIS FRANCHISEE WEB PAGE PARTICIPATION AGREEMENT (this "**Agreement**") is made as of _____, 20____, by and between Snap-on Tools Company LLC, a Delaware Limited Liability Company ("**Snap-on**") and the Franchisee identified at the end of this Agreement ("**Franchisee**").

BACKGROUND

Franchisee has entered into a Franchisee Agreement with Snap-on pursuant to which Franchisee operates a Snap-on franchise (the "**Franchise Agreement**"). Snap-on has a web site located at www.snapon.com. This web site or any substitute or replacement web site that Snap-on makes available for Franchisee Web Pages (defined below) is referred to as the "**Snap-on Web Site**". Franchisee is interested in having its own web page on the Snap-on Web Site (the "**Franchisee Web Page**"). Snap-on is willing to host the Franchisee Web Page on the Snap-on Web Site, on the terms and subject to the conditions set forth below. Any terms used in this Agreement but not defined herein have the definition ascribed to them in the Franchisee Agreement.

NOW, THEREFORE, in consideration of the mutual premises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Creation and Maintenance of Franchisee Web Page.** Snap-on will create, provide and maintain a Franchisee Web Page for Franchisee's Snap-on franchise, with such features and functionality as Snap-on may determine, subject to the terms and conditions set forth in this Agreement, the Franchisee Agreement, the Snap-on Operations Manual and in writing by Snap-on from time to time. Snap-on may update or modify the Franchisee Web Page from time to time to include new or different features and functionality. Snap-on may offer Franchisee the chance to customize certain portions of the Franchisee Web Page and add features and information (e.g., a photo of Franchisee's business, hours of business) in its reasonable discretion. All content, modifications and additional features, if any, must be approved by Snap-on. Snap-on reserves the right to terminate, suspend and/or change the Snap-on Web Site and/or Franchisee Web Page at any time for any reason. Such termination, suspension or modification does not impact Franchisee's right to use the internet as provided in the Franchise Agreement and Operations Manual.
2. **Hosting the Franchisee Web Page.** Snap-on will use commercially reasonable efforts to host the Franchisee Web Page available on the internet, at such uniform resource location ("URL") as Snap-on may determine, on a 24 hour a day, 7 day a week basis, subject to any needed downtime for maintenance purposes, and maintenance and system outages, whether scheduled or unscheduled. Franchisee acknowledges and agrees that Snap-on can make no guarantee that any given user will be able to access the Snap-on Web Site and/or Franchisee Web Page at any given time. Franchisee also acknowledges and agrees that there are no assurances that access and service will be available at all times or be uninterrupted, and Snap-on will not be liable to Franchisee or to any third party for any damage or loss, including any loss of sales opportunity, revenue or goodwill, for failure of accessibility to the Snap-on Web Site and/or the Franchisee Web Page, including due to failures of the internet or for any other causes, whether or not within Snap-on's control.

3. **Franchisee Computer System Requirements.** Franchisee must maintain a computer system that meets the specifications and requirements that Snap-on requires of its franchisees from time to time. Franchisee must also subscribe, at Franchisee's expense, to a reliable internet service provider or other electronic communication provider or service. Franchisee will be responsible for any incidental expenses Franchisee incurs with respect to obtaining and maintaining such service. Snap-on may require Franchisee, at Franchisee's expense, to update Franchisee's computer system and internet or electronic communication connection from time to time for technology advancements and upgrades, changes in features and functionality and similar reasons.

4. **Fees and Payments.** The basic standardized format Franchisee Web Page is currently provided to Franchisee by Snap-on without a separate fee or charge. Snap-on may require that Franchisee pay a monthly fee, which may be changed from time to time by Snap-on, provided that Snap-on gives Franchisee not less than thirty (30) days prior notice specifying the amount of the fee or modified fee and the effective date of such change. Franchisee may also be provided the option, however, either at the time of signing this Agreement or in the future, of selecting other Franchisee web page formats made available by Snap-on for Franchisee's Franchisee Web Page. These web pages ("**Premium Web Pages**") may have additional features, options or functionality, and will be offered for a separate monthly fee to be determined by Snap-on. Any such fees will be in addition to any costs or expense related to computer hardware or software or Franchisee's connectivity with the web pages. Any fees to be paid by Franchisee in connection with the Franchisee Web Page and Premium Web Page may be changed from time to time by Snap-on in its sole discretion. Such fees will be invoiced to Franchisee on Franchisee's statement. If Franchisee has a Premium Web Page, the Premium Web Page shall be considered a "Franchisee Web Page" for the purposes of this Agreement. Franchisee acknowledges that Franchisee has no right to any Premium Web Page or Franchisee Web Page. Any fee is considered fully earned when invoiced.

5. **Franchisee Restrictions.**

5.1 **No Other Web Site.** Franchisee may not create, post, maintain or operate, directly or through a third party, unless approved by Snap-on, a web site or any web pages for Franchisee's franchise business. Also any such web site or web page other than the Franchisee Web Page may be deemed unapproved advertising under the terms of the Franchisee Agreement or otherwise prohibited by the Franchisee Agreement or the Snap-on Program. Notwithstanding the forgoing, Franchisees may create a business page on social media sites, or similar sites, if permitted in the Operations Manual and any policies relating to websites, webpages, social media and/or digital communication. Any such social media pages, or similar such pages, must at all times be in compliance with the Franchise Agreement, Operations Manual and Snap-on policies as such are amended or revised from time to time.

5.2 **Advertising.** Franchisee will only advertise the Franchisee Web Page to customers at stops on Franchisee's List of Calls. Snap-on is under no obligation to provide any advertising for the Franchisee Web Page.

5.3 **No Links or Advertising.** Franchisee may not directly or indirectly create or authorize any links or other references or affiliate relationships to the Franchisee Web Page or Snap-on Web Site, unless approved by Snap-on. Franchisee may not redirect any Web Site, URL or other internet address or location to the Franchisee Web Page or Snap-on Web Site.

6. **Terms of Use.** The Franchisee Web Page and any content provided by Snap-on will be subject to terms and conditions of use. These terms and conditions of use may be provided by Snap-on and may, among other things: (a) disclaim any and all express or implied warranties by Snap-on in connection with the Franchisee Web Page or content; (b) notify the user that the Franchisee Web Page or content is provided "as is" without any warranties of any kind; (c) disclaim any and all liability by Snap-on for consequential, direct, indirect, special, exemplary or punitive damages whatsoever incurred in connection with the use of the Franchisee Web Page or content; and (d) require the user to consent to the use of electronic signatures and electronic records in conducting any transaction on or through the Franchisee Web Page. The terms and conditions of use will be between Franchisee and the authorized users of the Franchisee Web Page. Snap-on will not be a party to such terms and conditions of use. Franchisee will be responsible for enforcing the terms and conditions of use. If provided by Snap-on, these terms and conditions of use may be modified by Snap-on from time to time.

7. **Intellectual Property; Proprietary Rights; Privacy Notices.**

7.1 **Franchisee Content.** To the extent Franchisee provides Snap-on with any content, information or other material to be incorporated into the Franchisee Web Page, social media or other digital presence, Franchisee warrants and represents that Franchisee will not provide Snap-on, or use in conjunction with the Franchisee Web Page, social media or other digital presence, or any content, information or other materials on the Franchisee Web Page, social media or other digital presence, any, content, information or other materials that infringe or violate any intellectual property rights of any third party, or any rights of publicity or privacy. In addition, Franchisee agrees that such content or content posted to the Franchisee Web Page, social media or other digital presence by others, including users, will not contain any material which is objectionable, inappropriate or inconsistent with a business selling tools and equipment, including, without limitation, content which is defamatory, disparaging, profane, vulgar, obscene or pornographic, contains confidential information or trade secrets, or which casts Snap-on or any other party, including competitors or other Snap-on franchisees, in a negative light. Franchisee acknowledges and agrees that Franchisee does not have any right under this Agreement to post content on the Franchisee Web Page or to maintain any content on the Franchisee Web Page and that Snap-on has the right to delete any content on the Franchisee Web Page that violates this Agreement.

7.2 **Privacy and Other Notices.** Franchisee may be required by law to use privacy and other notices in connection with Franchisee's Franchisee Web Page or digital content. These notices may be provided by Snap-on and may, among other things, state that all customer information submitted will be used by both Snap-on and Franchisee. These notices may be modified from time to time by Snap-on.

7.3 **Rights Regarding Data.** All rights in and to any information or data relating to the Snap-on Web Site and the Franchisee Web Page, including the log of "hits" by visitors, use tracking, the web pages they visited, and customer information (including any personal or business data they voluntarily supply), will be owned by Snap-on. Franchisee agrees to keep all such information confidential and secure and in accordance with the Snap-on Program and the privacy policy set forth on the Snap-on Web Site as revised from time to time.

8. **Compliance with Snap-on Policies and Applicable Laws.**

8.1 **Compliance with Snap-on Policies.** Franchisee will comply with all then-current Snap-on policies relating to the use of the Franchisee Web Page and digital content related to

Snap-on, including, without limitation, any privacy policy, the Franchise Agreement and the Snap-on Operations Manual.

8.2 **Compliance with Applicable Laws.** Franchisee will comply with all applicable laws, statutes, ordinances and/or regulations applicable to the use of the Franchisee Web Page and any Snap-on related or provided digital content provided or approved by Snap-on.

9. **Disclaimer by Snap-on.** AS TO THE FRANCHISEE WEB PAGE, THE SNAP-ON WEB SITE, ANY DIGITAL CONTENT PROVIDED BY SNAP-ON, SNAP-ON DISCLAIMS ALL WARRANTIES, GUARANTEES, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. SNAP-ON DOES NOT WARRANT THAT THE FRANCHISEE WEB PAGE, OR THE SNAP-ON WEB SITE WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE, OR THAT ERRORS OR DEFECTS WILL BE CORRECTED. DIGITAL CONTENT MAY BE PROVIDED ON A CONTINUOUS OR INTERMITTANT BASIS. THE CONTINUED PROVISION OF DIGITAL CONTENT BY SNAP-ON SHALL BE AT SNAP-ON'S DISCRETION.

10. **Limitation on Liability.** IN NO EVENT SHALL SNAP-ON HAVE ANY LIABILITY TO FRANCHISEE OR TO ANY THIRD PARTY FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT, EVEN IF SNAP-ON OR ANY OF ITS AFFILIATED COMPANIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL, AGGREGATE LIABILITY OF SNAP-ON ARISING FROM OR RELATED TO THIS AGREEMENT, FOR ANY REASON, SHALL BE LIMITED TO FRANCHISEE'S DIRECT DAMAGES NOT TO EXCEED THE FEES ACTUALLY PAID TO SNAP-ON UNDER THIS AGREEMENT, OR \$120, WHICHEVER IS HIGHER. THE PARTIES AGREE THAT SNAP-ON WILL BE LIABLE FOR DIRECT DAMAGES ONLY IF IT FAILS TO EXERCISE ORDINARY CARE, AND THAT IT SHALL BE DEEMED TO HAVE EXERCISED ORDINARY CARE IF ITS ACTION OR FAILURE TO ACT IS IN CONFORMITY WITH COMMERCIALLY REASONABLE PRACTICES IN THE INDUSTRY.

THE FOREGOING LIMITATIONS APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS. EACH OF THE PARTIES ACKNOWLEDGES THAT IT UNDERSTANDS THE LEGAL AND ECONOMIC RAMIFICATIONS OF THE FOREGOING LIMITATIONS, AND THAT THE FOREGOING LIMITATIONS FORM AN ESSENTIAL PART OF THE AGREEMENT OF THE PARTIES.

11. **Default or Breach.** Snap-on may, in its sole discretion, a) discontinue or delete Franchisee's Franchisee Web Page, b) discontinue Franchisee's use of a Premium Web Page, c) display only minimal information on Franchisee's Franchisee Web Page or d) terminate this Agreement if Franchisee (i) does not adhere to Snap-on's rules and policies relating to Franchisee's Franchisee Web Page and the Snap-on Web Site as set forth in this Agreement, the Franchise Agreement, the Snap-on Operations Manual, Snap-on terms and conditions of use or privacy policy; or (ii) if Franchisee is otherwise in default or breach under this Agreement.

12. **Term and Termination.**

12.1 **Term of Agreement.** This Agreement will commence on the date first set forth above and shall continue during the term of the Franchise Agreement, unless terminated as set forth below.

12.2 **Termination.** This Agreement will terminate upon the earlier to occur of any one or more of the following:

- (i) upon 30 days written notice of termination by Franchisee to Snap-on;
- (ii) expiration or termination of the Franchise Agreement;
- (iii) at such time as Snap-on discontinues the Snap-on Web Site or the Franchisee web pages, and/or
- (iv) in the event of any default or breach by Franchisee under this Agreement after seven (7) days prior written notice of termination.

13. **General.**

13.1 **Dispute Resolution.**

A. **Mediation.** Except as otherwise provided in Section 13.1.C., the parties agree to attempt to resolve any controversy or disputes arising out of or relating to this Agreement, including but not limited to, any claim by Franchisee, or any person in privity with or claiming through, on behalf of or in the right of Franchisee, by non-binding mediation prior to any matter being submitted to arbitration. This provision applies only to controversies and disputes that are specific to Franchisee, or any person in privity with or claiming through, on behalf of or in the right of Franchisee and not to issues that affect Snap-on franchisees generally. Any such mediation will be held within 30 days after a demand for mediation is made by either party by notice to the other party. The mediation will be conducted in the state in which Franchisee resides. The mediator will be mutually agreed upon by the Franchisee and Snap-on, and Snap-on will pay the costs of the mediator and for the location at which the mediation takes place.

The parties acknowledge that mediation proceedings are settlement negotiations and that to the extent allowed or required by applicable law, all offers, promises, conduct and statements, whether oral or written, made in the course of the mediation will be confidential and inadmissible in any arbitration, litigation or other legal proceeding involving the parties, provided however, that evidence which is otherwise admissible or discoverable will not be rendered inadmissible or non-discoverable as a result of its use in mediation.

B. **Arbitration.** Except as provided in Section 31.1.C below, any controversy or dispute arising out of or relating to this Agreement, will be submitted to final and binding arbitration as the sole and exclusive means for final and binding resolution of any such controversy or dispute. Persons in privity with or claiming through, on behalf of or in the right of Franchisee include, but are not limited to, spouses and other family members, heirs, executors, representatives, shareholders, members, successors and assigns. In no event will persons in privity include other Snap-on franchisees who have signed separate software license and support agreements with Snap-on.

A demand for arbitration must be made in writing within the applicable statute of limitation period; otherwise, the right to any remedy will be forever barred, as provided by applicable law and determined by the arbitrator.

Notwithstanding any other provision of this Agreement, arbitration under this Section 13.1 will be governed exclusively by the Federal Arbitration Act as amended (9 U.S.C. §§ 1 et seq.), and arbitration will take place according to the Commercial Arbitration Rules of the American Arbitration Association (“AAA Rules”) in effect as of the date the demand for arbitration is filed. The AAA Rules may be found on the American Arbitration Association’s web site at www.adr.org or by searching for those rules using a service such as www.google.com. The arbitration will be held at the office of the American Arbitration Association nearest the Snap-on Regional Sales Office to which Franchisee was assigned most recently prior to the demand for arbitration; provided, however, if such office is outside the state in which the Franchisee resides, Franchisee may cause the arbitration to be held within Franchisee’s state of residence at a place mutually convenient to the Parties and the arbitrator.

The arbitration will proceed before a single arbitrator. The arbitrator will be chosen in accordance with the AAA Rules. If the amount claimed by the Party filing for arbitration both in the original demand for arbitration and in any amendment is less than Seventy-five Thousand Dollars (\$75,000.00), Snap-on will pay the fees and expenses of the arbitrator and filing fees and costs charged by the American Arbitration Association up to a maximum of Seven Thousand Five Hundred Dollars (\$7,500.00). Any amount in excess of Seven Thousand Five Hundred Dollars (\$7,500.00) will be split equally by the Parties. If the amount of the claim filed either in the original demand for arbitration or by amendment is for Seventy-five Thousand Dollars (\$75,000.00) or more, the Parties agree to split equally the fees and expenses of the arbitrator and the filing fees and costs charged by the American Arbitration Association. If Franchisee demonstrates that it is unable to pay its portion of these fees, expenses or costs, then the fees, expenses or costs will be reapportioned by the arbitrator in accordance with applicable law.

Unless otherwise agreed by the Parties or ordered by the arbitrator, following a Party’s motion for additional discovery, pre-hearing discovery in any arbitration is limited to the following: (1) production of all documents that will be introduced at the hearing; (2) production of written or recorded statements that a Party intends to introduce at the hearing; (3) production of all documents relied upon by experts who will testify at the hearing; (4) production by Franchisee of tax returns filed by Franchisee (including tax returns for a significant owner of a Corporate Franchisee) for the last three (3) tax years if relevant to the issues being arbitrated; (5) production by Snap-on of Franchisee’s statements of account balance with Snap-on for three (3) years prior to the filing of the arbitration; and (6) not more than two depositions per side.

Each Party further agrees that, unless such a limitation is prohibited by applicable law, as determined by the arbitrator, a Party will not be liable for punitive or exemplary damages and the arbitrator will have no authority to award the same. The award or decision by the arbitrator will be final and binding on the Parties and may be enforced by judgment or order of a court of competent jurisdiction. The Parties consent to the exercise of personal jurisdiction in the state where the arbitration took place. The Parties consent to the exercise of personal jurisdiction over them by such courts for the purpose of carrying out this provision; and they waive any objections that they would otherwise have to the same.

The Parties agree to arbitrate only controversies and disputes that are specific to Franchisee, or any person in privity with or claiming through, on behalf of or in the right of, Franchisee, and therefore Franchisee and Snap-on agree that (i) arbitration under this Section

13.1 will be brought on an individual basis only and may not be brought as a class or consolidated action or by way of joinder of separate parties unless all parties otherwise agree in writing, and absent such written agreement (ii) there will be no right or authority for any controversy or dispute to be brought, heard or arbitrated as a class or consolidated action or by way of joinder of separate parties ("Class/Consolidated Action Waiver"). Notwithstanding any other provision of this Agreement or the AAA Rules, disputes regarding the validity, enforceability or breach of the Class/Consolidated Action Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. No finding or stipulation of fact or law in any other arbitration will be given preclusive or collateral estoppel effect in any arbitration hereunder. In no event will the arbitrator have the right, power, jurisdiction or contractual authority to award any damages or relief in excess of or in addition to those damages suffered specifically by the parties to the arbitration or as otherwise provided by applicable law or this Agreement.

In any case in which (1) the dispute is filed as a class or consolidated action or by way of joinder of separate parties and (2) there is a final judicial determination that all or part of the Class/Consolidated Action Waiver is invalid or unenforceable, the class, consolidated action or joinder of separate parties to that extent must be litigated in a civil court of competent jurisdiction, but the portion of the Class/Consolidated Action Waiver that is enforceable will be enforced in arbitration.

In addition, in the event any other provision in this Section 13.1 is determined to be invalid or unenforceable as a matter of law, then it is the intention of the Parties to this Agreement that such provision be deemed inoperative and stricken from this Agreement, and that the remainder of this Section 13.1, to the extent not legally invalid or unenforceable under applicable law, be enforced as written as if the invalid or unenforceable provision or provisions had not been included in this Section 13.1.

C. Provisional Remedies. Each Party will have the right to seek from an appropriate court provisional remedies including, but not limited to, temporary restraining orders, preliminary injunctions or replevin orders before, during or after arbitration. Neither Party need await the outcome of the arbitration or selection of an arbitrator before seeking provisional remedies. Seeking any such remedies will not be deemed to be a waiver of either Party's right to compel arbitration. Any such action will be brought by Snap-on or Franchisee in the county (or similar political unit) or federal judicial district where Franchisee resides, or where any property that may be the subject of the action is located. The Parties consent to the exercise of personal jurisdiction over them by courts located there and to the propriety of venue in such courts for the purpose of carrying out this provision; they waive any objections that they would otherwise have to the same; and they waive the right to have any such action decided by a jury.

13.2 Entire Agreement; Assignment. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. No amendment or modification of this Agreement will be binding unless in writing and duly executed by both parties. This Agreement and all rights and obligations hereunder may be assigned by Snap-on without notice or consent.

13.3 Governing Law. This Agreement will be governed by, and construed in accordance with, the laws of the state in which the List of Calls is located, or if the List of Calls is located in more than one state, the state in which the majority of the stops on the List of Calls is located at the time this Agreement was executed, except to the extent that the Federal Arbitration Act applies in accordance with Section 13.1 above.

13.4 **Severability.** In addition to severability as provided in Section 13.1, if any provision contained in this Agreement is determined to be invalid, illegal or unenforceable, that part will be deemed omitted and the remainder of this Agreement will continue in full force in a manner that gives effect to the parties' intent.

13.5 **Waiver.** A waiver of any breach of this Agreement will not constitute a waiver of any other breach or covenant of this Agreement, current or future. A waiver will not be effective unless made in writing.

13.6 **Counterparts.** This Agreement may be signed in counterparts and, when so signed, will constitute a single Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

FRANCHISEE:

**SNAP-ON:
SNAP-ON TOOLS COMPANY LLC**

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address: _____

APPENDIX I.10



ACKNOWLEDGEMENT REGARDING LIST OF CALLS

I, as principal owner of the Franchisee, am authorized to sign this Acknowledgment Regarding List of Calls on behalf of Franchisee. I do hereby acknowledge that I have completed my due diligence to my satisfaction regarding the List of Calls attached to the Franchise Agreement, which I am about to sign. I have received the assistance I requested from Snap-on Tools Company LLC. I further acknowledge that to the extent I requested, I was shown the location of the stops on the List of Calls and I had the opportunity to identify potential customers at those stops and all of my questions regarding the List of Calls have been answered to my satisfaction. I am satisfied with the stops and potential customers at the stops on the List of Calls.

I hereby confirm that I have been advised that if any statement in this Acknowledgement Regarding List of Calls (“Acknowledgement”) is not correct I should not sign this Acknowledgement.

FRANCHISEE:

By: _____

Name: _____

Title: _____

Date: _____

APPENDIX I.11.A



Release (Expansion)

_____ (“Franchisee”) has requested that Snap-on Tools Company LLC (“Snap-on”) grant Franchisee the right to add an additional franchise under the Snap-on expansion program.

In consideration of Snap-on granting Franchisee such expansion rights and other good and valuable consideration, the receipt and sufficiency of which, is hereby acknowledged, Franchisee and if Franchisee is a corporation, limited liability company or other legal entity, its individual shareholders or members (collectively the Franchisee and individual shareholders and members, if applicable, are referred to as “Releasing Party”) does hereby make this Release as follows:

1. Releasing Party (for Releasing Party and any person in privity with or claiming through, on behalf of or in the right of Releasing Party, including but limited to spouses and other family members, heirs, executors, representatives, successors and assigns) Fully and Unconditionally RELEASES and DISCHARGES Snap-on and its affiliates (and their respective past and current officers, directors, shareholders, employees, agents, spouses, heirs, executors, successors and assigns) from and against any and all claims, allegations, causes of action, obligations, losses, damages or liabilities of every kind (collectively “Claims”), relating to or arising out of any action, omission or representation or other basis of liability, tort or contract or under any federal, state or local laws, rules, ordinances or regulations including, but not limited to, claims arising under any agreement or understanding between the Franchisee and Snap-on or any of its affiliates or Franchisee’s operation of his Snap-on Franchise from the beginning of time to the date of this Release. Nothing contained herein shall release any Claim, the release of which is prohibited by applicable law.
2. Nothing in this Release or any related document is intended to disclaim the representations Snap-on made in the Disclosure Document Snap-on furnished in connection with the purchase of the additional franchise by Franchisee.
3. Releasing Party acknowledges that Releasing Party is aware that Releasing Party may hereafter discover facts in addition to or different from those that Releasing Party now knows or believes to be true with respect to the subject matter of this Release, but that Releasing Party intends to and does hereby, fully release and discharge all Claims referenced in this Release without regard to the subsequent discovery or existence of different or additional facts.

Releasing Party has entered into this Release in favor of Snap-on as of _____, 20____, freely and voluntarily, without duress and coercion, and having read and understood each provision set out above.

FRANCHISEE:

By: _____

Title: _____

APPENDIX I.11.B



Release (Renewal)

_____ (“Franchisee”) has notified Snap-on Tools Company LLC (“Snap-on”) that Franchisee is exercising Franchisee’s option to renew under the conditions specified in Section 3 of the Franchise Agreement (the “Franchise Agreement”) dated **(Franchise Agreement Date)** between Franchisee and Snap-on.

In accordance with the conditions of Section 3 of the Franchise Agreement, in consideration of Snap-on granting Franchisee such renewal and other good and valuable consideration, the receipt and sufficiency of which, is hereby acknowledged, Franchisee and if Franchisee is a corporation, limited liability company or other legal entity, its individual shareholders or members (collectively the Franchisee and individual shareholders and members, if applicable, are referred to as “Releasing Party”) does hereby make this Release as follows:

1. Releasing Party (for Releasing Party and any person in privity with or claiming through, on behalf of or in the right of Releasing Party, including but limited to spouses and other family members, heirs, executors, representatives, successors and assigns) Fully and Unconditionally RELEASES and DISCHARGES Snap-on and its affiliates (and their respective past and current officers, directors, shareholders, employees, agents, spouses, heirs, executors, successors and assigns) from and against any and all claims, allegations, causes of action, obligations, losses, damages or liabilities of every kind (collectively “Claims”), relating to or arising out of any action, omission or representation or other basis of liability, tort or contract or under any federal, state or local laws, rules, ordinances or regulations including, but not limited to, claims arising under the Franchise Agreement or any other agreement or understanding between the Franchisee and Snap-on or any of its affiliates or Franchisee’s operation of his Franchise pursuant to the Franchise Agreement from the beginning of time to the date of this Release. Nothing contained herein shall release any Claim, the release of which is prohibited by applicable law.
2. Nothing in this Release or any related document is intended to disclaim the representations Snap-on made in the Disclosure Document Snap-on furnished in connection with the renewal franchise agreement which Franchisee is entering into with Snap-on.
3. Releasing Party acknowledges that he is aware that he may hereafter discover facts in addition to or different from those that he now knows or believes to be true with respect to the subject matter of this Release, but that he intends to and does hereby, fully release and discharge all claims referenced in this Release without regard to the subsequent discovery or existence of different or additional facts.

Releasing Party has entered into this Release in favor of Snap-on as of _____, 20____, freely and voluntarily, without duress and coercion, and having read and understood each provision set out above.

FRANCHISEE:

By: _____

Title: _____

APPENDIX I.11.C

SNAP-ON TOOLS COMPANY LLC CONSENT TO TRANSFER AGREEMENT

This Consent to Transfer Agreement, made and effective the latter of the dates signed below, is between Snap-on Tools Company LLC ("Snap-on"), and _____, ("Seller"), and _____, ("Buyer").

RECITALS

- A. Snap-on and Seller are parties to the Snap-on Franchise Agreement, Snap-on Standard Franchise Agreement, Dealer Franchise Agreement or Conversion Dealer Franchise Agreement dated _____ (the "Franchise Agreement");
- B. Seller wishes to transfer to Buyer certain franchise business assets and terminate the relationship created by the Franchise Agreement;
- C. Buyer wishes to purchase certain assets of the Seller's franchise business and enter into a new franchise agreement with Snap-on;
- D. Pursuant to the provisions of the Franchise Agreement, such transfer is subject to the consent of Snap-on and Snap-on's right of first refusal on the same terms; and
- E. Snap-on is willing to consent to the transfer and waive its Right of First Refusal to purchase the assets being transferred subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this agreement agree as follows:

1. Representations.

A. Seller represents to Snap-on that it owns all right, title, and interest in and to the assets being transferred to Buyer and that the purchase price paid by the Buyer for the assets being acquired from the Seller and the terms regarding payment are identical to the purchase price and terms contained in the right of first refusal previously extended to Snap-on by Seller.

B. Buyer represents to Snap-on that it has inspected the assets being transferred by Seller and agrees to employ those assets only in conjunction with the operation of a Snap-on franchise pursuant to a new Snap-on Franchise Agreement.

C. Seller and Buyer represent and warrant to Snap-on that they each have the authority to execute this Agreement.

2. Consent. Snap-on consents to the transfer by Seller to Buyer of all right, title, and interest in and to the inventory, equipment, customer receivables, and goodwill being transferred to the Buyer, and waives its Right of First Refusal under the terms of the Franchise Agreement, under the following circumstances:

A. Seller has paid in full or made other arrangements acceptable to Snap-on to make payment in full of all ascertained or liquidated debts of Seller to Snap-on and Snap-on's affiliates as of the date of transfer;

B. Buyer executes the current form of Snap-on franchise agreement and all ancillary agreements Buyer is entering into with Snap-on or its affiliates upon the date of transfer, and grants Snap-on a security interest in the assets being transferred as required by the Snap-on franchise agreement;

C. On the date of transfer, Buyer pays Snap-on a transfer fee of **\$(Franchise Fee)**; and

D. Seller agrees to continue complying with the confidentiality provisions of the franchise agreement, notwithstanding its termination under this Agreement.

3. **Termination of the Franchise Agreement, Etc.** Seller and Snap-on mutually agree that the Franchise Agreement and all ancillary agreements between Seller and Snap-on or Snap-on's affiliates will be terminated and will have no further force and effect as of the time that all conditions of this Agreement have been met by the parties. All provisions regarding Seller's activities after termination of the Franchise Agreement, set forth in the Franchise Agreement, will continue in full force and effect after the execution of this Agreement.

4. **Indemnification and Warranties.** Seller and Buyer and their successors, assigns, subsidiaries, divisions and agents, will indemnify and hold harmless Snap-on and any of its subsidiaries, successors, assigns, officers, directors, employees and agents, and each of them, against:

A. Any and all liabilities, losses, damages, deficiencies, claims, costs, or expenses of any nature resulting, directly or indirectly, from:

1. Any misrepresentations or breach of warranty or covenant on the part of Seller or Buyer under this Agreement or otherwise;

2. The nonfulfillment of any conditions under this Agreement or otherwise; and

3. The transfer of the assets used in the franchise business.

B. Any and all actions, suits (third party or otherwise), proceedings, investigations, demands, assessments, judgments, costs and expenses incident to the foregoing, including but not limited to, reasonable legal and accounting fees.

5. **General Release by Seller.** PLEASE READ CAREFULLY. THIS AGREEMENT CONTAINS A RELEASE OF KNOWN AND UNKNOWN CLAIMS. Seller (for Seller and any person in privity with or claiming through, on behalf of, or in the right of Seller, including but not limited to, spouses and other family, representatives, successors and assigns) RELEASES and FULLY DISCHARGES Snap-on (itself and its affiliates, and all of their respective past and current parent companies, subsidiaries, affiliates, agents, employees, officers, directors, partners, principals, members, shareholders, representatives, attorneys, insurers, reinsurers, estates, executors, administrators, heirs, successors and assigns, if any, and any persons acting by or through, under or in concert with them) from and against any and all claims, allegations, causes of action, obligations, losses, damages or liabilities of every kind, relating to or arising out of any action, omission or representation or other basis of liability in tort or contract or under any state or federal law or

regulation, that Seller may have against Snap-on, whether known or unknown, whether currently existing or hereafter asserted, including, but not limited to claims based upon or relating to the entry into, performance (or failure to perform) under the Franchise Agreement or any other agreement or understanding between Seller and Snap-on or any of Snap-on's affiliates.

Notwithstanding anything above to the contrary, this Agreement will not impair, release or extinguish the representations, warranties and agreements made or affirmed in this Agreement.

6. **Waiver of Rights**. Seller hereby expressly waives and relinquishes, to the fullest extent permitted by law, the provisions, rights and benefits of any statute or law of the jurisdiction in which Seller resides at the time of signing this Agreement and any and all provisions, rights and benefits of any similar statute or law of any other jurisdiction. Seller does hereby further acknowledge that Seller is aware that Seller may hereafter discover facts in addition to or different from those which Seller now knows or believes to be true with respect to the subject matter of this Agreement, but Seller intends to, and does hereby, fully, finally and forever settle, release and discharge all claims referenced in this Agreement without regard to the subsequent discovery or existence of different or additional facts.

7. **Transfer**. This Agreement is not transferable by Seller or Buyer.

8. **Dispute Resolution**. Any disputes arising under or relating to this Agreement will be resolved in accordance with the Dispute Resolution provisions set forth in the Franchise Agreement, which are hereby incorporated by reference as if set forth in full in this Agreement.

9. **Joint and Several Liability**. If Seller or Buyer consists of more than one individual or entity, their liability under this Agreement will be deemed to be joint and several.

10. **Governing Law**. Except to the extent that the Federal Arbitration Act applies in accordance with Paragraph 8, this Agreement will be governed by and construed in accordance with the law of the state in which the List of Calls is located, or if the List of Calls is located in more than one state, the state in which the majority of the stops on the List of Calls is located at the time this Agreement is executed.

11. **Severability and Substitution**. In addition to severability in Paragraph 8, in the event any provision of this Agreement is determined by a court of competent jurisdiction to be legally invalid or unenforceable under the law applicable in a particular case, then it is the intention of the parties to this Agreement that such provision be deemed inoperative and stricken from this Agreement, and that the remainder of this Agreement, to the extent not legally invalid or unenforceable under applicable law, be enforced as written and as if the invalid or unenforceable provision had not been included in this Agreement.

12. **Integrated Agreement**. This Agreement represents the entire understanding between the parties and supersedes any previous understanding relating to the subject of this Agreement. This Agreement may be modified only by a writing signed by all parties.

13. **Waiver**. A waiver by any party to this Agreement will not be considered as a waiver of any subsequent default or breach of the same or other provisions of this Agreement. The failure by any party to this Agreement to object to or to take affirmative action with respect to, any conduct of the other which is in violation of this Agreement will not be construed as a waiver thereof, or of any future breach or subsequent wrongful conduct.

14. **Execution in Counterparts.** This Agreement will be considered enforceable even if separate copies are executed, so long as both parties receive an executed copy from the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates shown, intending to be legally bound.

SELLER:
Corporate Seller

BUYER:
Corporate Buyer

By: _____

By: _____

Printed Name & Title: _____

Printed Name & Title: _____

Date: _____

Date: _____

Individual Seller

SNAP-ON:
Snap-on Tools Company LLC

By: _____

Printed Name: _____

Printed Name: _____

Date: _____

Title: **Regional Manager**

Date: _____

APPENDIX J

List of State Administrators

California

California Commissioner of
Business Oversight
One Sansome Street
Suite 600
San Francisco, CA 94104-4428

Hawaii

Department of Commerce and
Consumer Affairs
Business Registration Division
335 Merchant Street
Room 203
Honolulu, HI 96813

Illinois

Office of the Attorney General
Franchise Division
500 South Second Street
Springfield, IL 62701

Indiana

Indiana Securities Division
Secretary of State
302 West Washington Street
Room E-111
Indianapolis, IN 46204

Iowa

Director of Regulated Industries
Unit
Iowa Securities Bureau
601 Locust Street, 4th Floor
Des Moines, IA 50309-3738

Maine

Department of Professional &
Financial Regulation
Banking Bureau, Securities
Division
76 Northern Avenue
Gardiner, ME 04345

Maryland

Office of the Attorney General
Division of Securities
200 St. Paul Place
20th Floor
Baltimore, MD 21202-2020

Michigan

Michigan Attorney General
Consumer Protection Division
Attention: Franchise Section
525 W. Ottawa Street
G. Mennen Williams Building
1st Floor
Lansing, MI 48933

Minnesota

Commissioner of Commerce
Minnesota Department of
Commerce
Securities Unit
85 7th Place East
Suite 500
St. Paul, MN 55101-2198

Nebraska

Department of Banking and
Finance
1526 K Street, Suite 300
Lincoln, NE 68508-2732

New York

New York State Dept. of Law
Bureau of Investor Protection
and Securities
120 Broadway, 23rd Floor
New York, NY 10271

North Carolina

Department of the Secretary of
State
2 South Salisbury Street
Raleigh, NC 27601-2903

North Dakota

North Dakota Securities
Commissioner
600 East Boulevard, 5th Floor
Bismarck, ND 58505-0510

Oregon

Department of Consumer and
Business Services
Division of Finance and
Corporate Securities
Labor and Industries Building
350 Winter Street NE
P.O. Box 14480
Salem, OR 97309-0405

Rhode Island

Rhode Island Department of
Business Regulation
Division of Securities
1511 Pontiac Avenue
Cranston, RI 02920-4407

South Dakota

Director of Division of Securities
Department of Labor and
Regulation
124 S. Euclid Avenue, Suite 104
Pierre, SD 57501-5953

Texas

Statutory Document Section
Secretary of State
P.O. Box 13550
Austin, TX 78711

Utah

Department of Commerce
Division of Consumer Protection
160 E. Three Hundred South
SM Box 146704
Salt Lake City, UT 84114-6704

Virginia

State Corporation Commission
Director, Division of Securities
and Retail Franchising
1300 East Main Street
Tyler Building
9th Floor
Richmond, VA 23219

Washington

Director of the Department of
Financial Institutions
Securities Division
150 Israel Road SW
Tumwater, WA 98501

Wisconsin

Commissioner of Securities
Securities and Franchise
Registration
P.O. Box 1768
Madison, WI 53701-1768

APPENDIX K

LIST OF EFFECTIVE DATES

Except as indicated below, the Effective Date of this Disclosure Document in your state is February 10, 2017

<u>State</u>	<u>Effective Date</u>
Hawaii	_____
Maine	_____
Maryland	_____
Minnesota	_____
North Carolina	_____
North Dakota	_____
South Dakota	_____
Virginia	_____
Washington	_____

APPENDIX L

List of Agents for Service of Process for Snap-on

Alabama

CT Corporation System
2 North Jackson Street
Suite 605
Montgomery, AL 36104

Alaska

CT Corporation System
9360 Glacier Highway
Suite 202
Juneau, AK 99801

Arizona

CT Corporation System
3800 N. Central Avenue
Suite 460
Phoenix, AZ 85012

Arkansas

The Corporation Company
124 West Capitol Avenue
Suite 1900
Little Rock, AR 72201-3736

California

CT Corporation System
818 West 7th Street
Los Angeles, CA 90017

and

California Commissioner
Business Oversight
One Sansome Street
Suite 600
San Francisco, CA 94104-4428

Colorado

The Corporation Company
7700 E. Arapahoe Road
Suite 220
Centennial, CO 80112

Connecticut

CT Corporation System
One Corporate Center
Hartford, CT 06103-3220

Delaware

The Corporation Trust Company
1209 Orange Street
Wilmington, DE 19801

District of Columbia

CT Corporation System
1015 15th, Street NW
Suite 1000
Washington, D.C. 20005

Florida

CT Corporation System
1200 South Pine Island Road
Plantation, FL 33324

Georgia

CT Corporation System
1201 Peachtree Street NE
Atlanta, GA 30361

Hawaii

The Corporation Company, Inc.
1136 Union Mall
Suite 301
Honolulu, HI 96813

and

Commissioner of Securities of
the State of Hawaii
Department of Commerce and
Consumer Affairs
Business Registration Division
335 Merchant Street
Room 203
Honolulu, HI 96813

Idaho

CT Corporation System
921 S. Orchard Street
Suite G
Boise, ID 83705

Illinois

CT Corporation System
208 S. LaSalle Street
Suite 814
Chicago, IL 60604

and

Illinois Attorney General
500 South Second Street
Springfield, IL 62706

Indiana

CT Corporation System
150 W. Market Street
Suite 800
Indianapolis, IN 46204

Iowa

CT Corporation System
500 East Court Avenue
Des Moines, IA 50309

Kansas

The Corporation Company, Inc.
112 SW 7th Street, Suite 3C
Topeka, KS 66603

Kentucky

CT Corporation System
306 W. Main Street, Suite 512
Frankfort, KY 40601

Louisiana

CT Corporation System
3867 Plaza Tower Drive
Baton Rouge, LA 70816

Maine

CT Corporation System
128 State Street ##
Augusta, ME 04330

and

Securities Administrator
76 Northern Avenue
Gardiner, ME 04345

Maryland

The Corporation Trust
Incorporated
351 West Camden Street
Baltimore, MD 21201

and

Securities Commissioner
Division of Securities
200 St. Paul Place
20th Floor
Baltimore, MD 21202-2020

Massachusetts

CT Corporation System
155 Federal Street
Suite 700
Boston, MA 02110

Michigan

The Corporation Company
40600 Ann Arbor Road E
Suite 201
Plymouth, MI 48170

and

Corporations Division Director
Corporations, Securities &
Licensing Bureau/LARA
P.O. Box 30054
Lansing, MI 48909

Minnesota

CT Corporation System, Inc.
1010 Dale Street N
Minneapolis, MN 55117

and

Commissioner of Commerce
85 7th Place East
Suite 500
St. Paul, MN 55101

Mississippi

CT Corporation System
645 Lakeland East Drive
Suite 101
Flowood, MS 39232

Missouri

CT Corporation System
120 South Central Avenue
Clayton, MO 63105

Montana

CT Corporation System
3011 American Way
Missoula, MT 59808

Nebraska

CT Corporation System
5601 South 59th Street
Lincoln, NE 68516

Nevada

The Corporation Trust Company
of Nevada
701 S. Carson Street
Suite 200
Carson City, NV 89701

New Hampshire

CT Corporation System
9 Capitol Street
Concord, NH 03301

New Jersey

The Corporation Trust Company
820 Bear Tavern Road
West Trenton, NJ 08628

New Mexico

CT Corporation System
206 S. Coronado Ave.
Española, NM 87532

New York

CT Corporation System
111 Eighth Avenue
New York, NY 10011

North Carolina

CT Corporation System
160 Mine Lake Ct
Suite 200
Raleigh, NC 27615

and

North Carolina Secretary of
State
2 South Salisbury Street
Raleigh, NC 27601-2903

North Dakota

CT Corporation System
314 East Thayer Avenue
Bismarck, ND 58501

and

North Dakota Securities
Commissioner
600 East Boulevard
5th Floor
Bismarck, ND 58505-0510

Ohio

CT Corporation System
1300 East 9th Street
Cleveland, OH 44114

Oklahoma

The Corporation Company
1833 South Morgan Road
Oklahoma City, OK 73128

Oregon

CT Corporation System
388 State Street
Suite 420
Salem, OR 97301

Pennsylvania

CT Corporation System
116 Pine Street
3rd Floor, Suite 320
Harrisburg, PA 17101

Puerto Rico

Morales-Steinmann
Suite 1600
Banco Popular Center
209 Munoz Rivera Avenue
San Juan, 00918
Puerto Rico

Rhode Island

CT Corporation System
450 Veterans Memorial Highway
Suite 7A
Providence, RI 02914

and

Rhode Island Director of
Business Regulation
Division of Securities
1511 Pontiac Avenue
Cranston, RI 02920-4407

South Carolina

CT Corporation System
2 Office Park Court, Suite 103
Columbia, SC 29223

South Dakota

CT Corporation System
319 South Coteau Street
Pierre, SD 57501

and

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Madison, WI 53701-1768

Wyoming

CT Corporation System
1908 Thomes Avenue
Cheyenne, WY 82001

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APPENDIX N

CLAIMS REPRESENTATIONS FORM

1. Were any oral, written or visual claims, warranties or representations made which contradicted the Disclosure Document?

Yes

No

(If none, Franchisee shall write, "NONE.")

2. Except for the information provided in the Disclosure Document, no oral, written or visual claims, warranties or representations, that stated earnings, income, sales, revenues, expenses, costs or profit levels were made to me by a Snap-on manager, except:

(If none, Franchisee shall write, "NONE.")

FRANCHISEE:

By: _____
(Franchisee's Signature)

(Typed Name and Title)

(Date)

RECEIPT

This disclosure document summarizes provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Snap-on offers you a franchise, Snap-on must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. However, the state of New York requires that Snap-on provide this disclosure document to you at the first personal meeting held to discuss the franchise sale or at least 10 business days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

If Snap-on does not deliver this disclosure document on time or if it contains a false or misleading statement or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C., 20580, and the state agency listed on Appendix J to this disclosure document.

Appendix L contains a list of our registered agents authorized to receive service of process.

_____ is a Regional Manager whose address is _____
_____ and whose telephone number is _____
_____. _____ is a Business Manager whose address
is _____ and whose telephone
number is _____. _____ is a Regional
Franchise Manager, whose address is _____
_____ and whose telephone number is _____. _____
_____ is a third party franchise broker or sales agent, whose address is _____
_____ and whose telephone number is _____
_____.

I have received a disclosure document with the effective date listed on Appendix K. This disclosure document included the following Exhibits: Pending Litigation as of February 10, 2017; Litigation Filed by Snap-on Against Franchisees in the Fiscal Year Ending December 31, 2016 (Appendix A); Concluded Litigation (Appendix B); Trademarks (Appendix C); Patents (Appendix D); Franchisees as of December 31, 2016 (Appendix E); Franchisees Who Had an Outlet Terminated, Canceled, Not Renewed or Otherwise Voluntarily or Involuntarily Ceased to do Business under the Franchise Agreement in the Twelve-Month Period Ended December 31, 2016 (Appendix F); Audited Consolidated Financial Statements of Snap-on Incorporated as of December 31, 2016 (Appendix G); Guarantee of Snap-on Incorporated (Appendix H); Franchise Agreement (Appendix I.1.A); Owner's Guaranty of Franchisee's Obligations (Appendix I.1.B); Addendum to the Snap-on Tools Franchise Agreement (Renewal Franchise) (Appendix I.1.C.1); Addendum to the Snap-on Tools Franchise Agreement (Transfer Franchise) (Appendix I.1.C.2); Addendum to the Snap-on Tools Franchise Agreement for Additional Franchise (Expansion Franchise) (Appendix I.1.C.3); Addendum to the Snap-on Tools Franchise Agreement (Veterans Discount) (Appendix I.1.C.4); Addendum to Snap-on Tools Franchise Agreement (Employee Discount) (Appendix I.1.C.5); SBA Mandated Addendum to Franchise Agreement (Appendix I.1.C.6.A); Addendum to Snap-on Tools Franchise Agreement (SBA Guaranteed Loan) (Appendix I.1.C.6.B); Verifone Franchisee Adoption Agreement (Appendix I.1.D); Paymentech Merchant Application and Agreement; (Appendix I.1.E); Franchisee Servicing Agreement (Appendix I.2); Loan and Security Agreement (Appendix I.3); Continuing Unconditional Guarantee (Appendix I.3.A), Snap-on

Credit Automated Payment Plan for Loan Payments (Appendix I.3.B), Promissory Note (Appendix I.4); Snap-on Tools Software License and Support Agreement (Appendix I.5); RA Financing Agreement (Appendix I.6.A.1); RA Financing Agreement (Transfer Franchise) (Appendix I.6.A.2); RA Loan Addendum to Loan and Security Agreement (Appendix I.6.B); and RA Loan Promissory Note (Appendix I.6.C); Vehicle Lease Agreement, Amendment to Vehicle Lease Agreement, Continuing Unconditional Guarantee, Acceptance Certificate, Van Maintenance Agreement, Snap-on Credit Automated Payment Plan for Van Payments (Appendix I.7); Snap-on Credit Automated Payment Plan for Extended Credit Payments (Appendix I.8); Franchisee Web Site Participation Agreement (Appendix I.9); Acknowledgement of Ride Through List of Calls (Appendix I.10); Release (Expansion) (Appendix I.11.A); Release (Renewal) (Appendix I.11.B); Consent to Transfer Agreement (Appendix I.11.C); List of State Administrators (Appendix J); List of Effective Dates (Appendix K); List of Agents for Service of Process (Appendix L); Franchise Operations Manual Table of Contents (Appendix M.1); Snap-on Credit Program Manual Table of Contents (Appendix M.2); and Claims Representation Form (Appendix N).

Date

Prospective Franchisee and/or on behalf of the legal entity to be formed

Printed Name

Address

City, State, ZIP Code

RECEIPT

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Date

Prospective Franchisee and/or on behalf of the legal entity to be formed

Printed Name

Address

City, State, ZIP Code