FRANCHISE DISCLOSURE DOCUMENT



MICHELIN RETREAD TECHNOLOGIES, INC.
A Delaware corporation
101 Harrison Bridge Road
Simpsonville, SC 29681
(864) 627-5631
https://www.michelintruck.com/tires-and-retreads/retreads/

The franchise offered is for a Michelin Retread Shop that will provide high-quality truck tire retreading services.

The total investment necessary to begin operation of a Michelin Retread Shop franchise is $2,315,000 to $12,391,000. This includes the franchise fee of $2,500, pre-opening purchases from us of specially-formulated rubber and retreading equipment ranging from $1,000,000 to $4,000,000, an initial software license fee of $15,000, and pre-opening purchases of MRTI Rubber Products ranging from $60,000 to $400,000.

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**.

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

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

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

ISSUANCE DATE: April 30, 2026

MICHELIN

How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit H.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit J includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Michelin business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a Michelin franchisee?	Item 20 or Exhibit H lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

Continuing responsibility to pay fees. You may have to pay royalties and other fees even if you are losing money.

Business model can change. The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

Supplier restrictions. You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

Operating restrictions. The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

Competition from franchisor. Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

Renewal. Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

When your franchise ends. The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit K.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

Special Risks to Consider About *This* Franchise

Certain states require that the following risk(s) be highlighted:

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with us by litigation or arbitration only in South Carolina. Out-of-state litigation or arbitration may force you to accept a less favorable settlement for disputes. It may also cost you more to litigate or arbitrate with us in South Carolina than in your own state.

Certain states may require other risks to be highlighted. Check the "State Specific Addenda" (if any) to see whether your state requires other risks to be highlighted.

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Exhibits

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APPLICABLE STATE LAW MIGHT REQUIRE ADDITIONAL DISCLOSURES RELATED TO THE INFORMATION CONTAINED IN THIS DISCLOSURE DOCUMENT, AND MIGHT REQUIRE AN ADDENDUM TO THE FRANCHISE AGREEMENT. THESE ADDITIONAL DISCLOSURES AND ADDENDA, IF ANY, APPEAR IN EXHIBITS K AND L.

Item 1

THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language in this Disclosure Document, "**Franchisor**," "**MRTI**," "**we**," "**us**" or "**our**" means Michelin Retread Technologies, Inc., the franchisor. **You**", "**your**" or "**Franchisee**" means the person or entity who buys a franchise to operate one or more Michelin Retread Shops ("**Michelin Retread Shop(s)**" or "**Shop**"). If you are a corporation, limited liability company, partnership or any other type of legal entity, we may require that each of your owners signs a personal guarantee agreeing to be personally bound by your financial and other obligations under the Franchise Agreement.

MRTI

MRTI is a Delaware corporation which was formed on June 12, 1997. We conduct business under the name Michelin Retread Technologies. Our principal business address is 101 Harrison Bridge Road, Simpsonville, South Carolina 29681. Our agents for service of process are listed in Exhibit G.

We intend to offer franchises for Retread Shops. We do not own or operate any Retread Shops. Our affiliate, Michelin North America, Inc. ("**MNA**"), has operated a Retread Shop for purposes of further developing the MRTI Process and occasionally for commercial purposes. We began offering Retread Shop franchises in August 1997. We have also offered franchises for Michelin Commercial Service Network service centers (each, a "**Service Center**") since late 2010, which service commercial trucks and provide emergency roadside services, among other things. Other than Service Centers, we are engaged only in business activities that relate to the ownership, operation and franchising of Retread Shops, and have not offered franchises in other lines of business. Other than some of our foreign affiliates (as disclosed below), and the Retread Shop operated by MNA, none of our affiliates have offered franchises similar to Retread Shops or in any other line of business.

Our Parent, Predecessors and Affiliates

Our parent is Michelin Corporation, with a principal place of business address of One Parkway South, Greenville, South Carolina 29615. Michelin Corporation's parent is Compagnie Financiere Michelin, with a principal place of business address of Rte Louis-Braille 10, 1763 Granges-Paccot, Switzerland.

On April 30, 1999, Michelin North America, Inc. ("**MNA**"), with its principal place of business address of One Parkway South, Greenville, South Carolina 29615, acquired all of the outstanding shares of Tire Centers, Inc., which was, until March 2018, known as Tire Centers, LLC, a Delaware limited liability company ("**TCI**"). As a subsidiary of MNA, TCI was engaged in the sale of truck, passenger, and light truck tires and related motor vehicle products and services and operated tire mounting and motor vehicle service centers and tire distribution centers across the United States. TCI was sold by MNA during 2018.

On January 4, 2000, MNA acquired all of the outstanding shares of Stringer Tire Co., a Jacksonville-based commercial truck tire business. MNA subsequently merged the 6 Florida stores and 1 Georgia store in the Stringer business into the TCI network. To the extent any of these locations were still in operation, they were sold or assigned by TCI in 2009 for Georgia locations and 2017 for Florida locations.

Information about our foreign affiliates is provided below:

- Michelin Retread Technologies (Canada) Inc. ("**MRT(C)I**"), was formed on January 29, 1999, and its principal place of business is 2863 Granton Road, New Glasgow, Nova Scotia, Canada B2H 5C6. MRT(C)I franchises Retread Shops and Service Centers in Canada. As of December 31, 2025, there were 7 franchised

Retread Shops and 94 Service Centers in Canada. MRT(C)I has not owned or operated either Retread Shops or Service Centers, and has not offered franchises in any other line of business.

- Michelin Australia Pty Limited ("**Michelin Australia**") was formed on July 1, 1997, and its principal place of business is 51-57 Fennell Street, Port Melbourne Victoria 3207. Michelin Australia offers retreading licenses in Australia and New Zealand under the "Recamic" trademark. As of December 31, 2025, there were 4 licensed Recamic retreading shops in Australia and 1 in New Zealand. Michelin Australia has not owned or operated Recamic retreading shops in North America or Australia and has not offered franchises in any other line of business.

- Michelin (China) Investment Co., Ltd. ("MCIC") was formed in 2001, and its principal place of business is Room 401, Building 7, No. 518 North Fuquan Road, Changning District, Shanghai, Peoples' Republic of China. MCIC offers franchises of retail outlets that sell tires and related automotive products and that provide automotive maintenance and repair services in China under the "Tyreplus" trademark. In 2010, MCIC transferred its whole Tyre Plus and franchise network to its subsidiary, Tyre Plus (Shanghai) Auto Accessories Trading Co., LTD. (100% invested by MCIC). The franchisor of Tyre Plus network is the Tyre Plus (Shanghai) Auto Accessories Trading Co., Ltd., with registered address First Floor, No. 845, Songhong Road, Changning District, Shanghai. As of December 31, 2025, there were 1755 franchised Tyreplus outlets in China. MCIC has not owned or operated any Tyreplus shops in North America and has not offered franchises in any other line of business.

- Euromaster France SNC was formed on October 7, 1993, and its principal place of business is 180 avenue de l'Europe - 38330 Montbonnot Saint Martin – France ("**Euromaster France**"). Euromaster Polska was formed on January 22, 2008, and its principal place of business is Leonharda 9 10-454 Olsztyn Poland ("**Euromaster Poland**"). Euromaster Italia S.r.1. was formed on February 17, 2010, and its principal place of business is c/o Centro Direzionale Bodio Center 3, Viale Luigi Bodio 37 20158 Milano-Italia ("**Euromaster Italy**"). Euromaster Ceska Republika s.r.o. was formed on January 26, 2010, and its principal place of business is Praha 4, Doublebska 5/1699 – Ceska Republika ("**Euromaster Czech Republic**"). Euromaster GmbH was formed on August 17, 2016, and its principal place of business is Theodor-Heuss-Anlage 12, 68165 Mannheim – Deutschland ("**Euromaster Germany**"). Euromaster Reifenservice GmbH was formed on June 26, 1992, and its principal place of business is Triesterstrasse 336, 1230 Wien, Austria ("**Euromaster Austria**"). Euromaster Automocion Y Servicios S.A was formed on February 15, 1963, and its principal place of business is C/ Albarracin, 34-28037 Madrid, Spain ("**Euromaster Spain**"). Suomen Euromoster OY was formed on December 15, 1987, and its principal place of business is Nuolihaukantie 5 – 28220 Pori, Finland ("**Euromaster Finland**"). Euromaster AB was formed on May 15, 1961, and its principal place of business is Stormhalls vägen 6 Box 1134, 432 15 Varberg, Sweden ("**Euromaster Sweden**"). Euromaster Tyre & Services Romania SA was formed on August 18, 2009, and its principal place of business is 10 Soseau Bucaresti Nord, Global City Business Park, Cladirea 01, Etaj 1 si Etaj 4, Camerele si 2, Voluntari Dehull 11 fov, Romania ("**Euromaster Romania**"). Euromaster Portugal Sociedade Unipessoal was formed on August 27, 2008, and its principal place of business is Campo Grande N◦ 378-4◦A 1700-096, Lisbon, Portugal ("**Euromaster Portugal**"). Euromaster Lastik ve Servis Limited Sirketi was formed on January 11, 2012, and its principal place of business is Eski Buyukdere Caddesi Tekfen Tower No: 209 PK: 34394 4, Istanbul, Turkey ("**Euromaster Turkey**"). Euromaster France, Euromaster Poland, Euromaster Italy, Euromaster Czech Republic, Euromaster Germany, Euromaster Austria, Euromaster Spain, Euromaster Finland, Euromaster Sweden, Euromaster Romania, Euromaster Portugal, and Euromaster Turkey, respectively, offer franchises of retail outlets that sell tires and related automotive products and provide automotive maintenance and repair services in France, Poland, Italy, the Czech Republic, Germany, Austria, Spain, Finland, Sweden, Romania, Portugal, and Turkey, under the "Euromaster" trademark. As of December 31, 2025, there were the following numbers of franchised outlets: 205 in France, 132 in Poland, 372 in Italy, 30 in the Czech Republic, 170 in Germany, 37 in Austria, 326 in Spain, 8 in Finland, 71 in Sweden, 68 in Romania, 93 in Portugal, and 160

in Turkey. None of these entities have owned or operated any Euromaster service centers in North America, nor have any of these entities offered franchises in any other line of business.

- Blackcircles.com Limited ("**Blackcircles**") was formed on October 16, 2001, and its principal place of business is 1 Tanfield, Edinburgh, United Kingdom, EH3 5DA. Blackcircles offers franchises for its online sales and local tire fitting business under the "Blackcircles" trademark. As of December 31, 2025, there was 1 franchise in Canada, 1 franchise in Egypt, and 1 franchise in Italy. Blackcircles has not offered franchises in any other line of business.

- Industrias Michelin, S.A. de C.V. ("**Industrias Michelin**") was formed on September 5, 1997, and its principal place of business is Av. 5 de febrero No. 2113-A, Fracc. Industrial Benito Juarez, 76120, Queretaro, Qro., Mexico. Since 2001, Industrias Michelin has offered franchises for Retread Shops in Mexico. As of December 31, 2025, there were 10 franchised Retread Shops in Mexico. Industrias Michelin has not owned or operated any Retread Shops and has not offered franchises in any other line of business.

The Franchise Business

Retread Shops will operate under the MRTI System and will offer customers high-quality truck tire retreading services using pre-mold retreading ("**Pre-Mold™**") tire retreading technology. The "**MRTI System**" refers to a comprehensive business system for using the MRTI Process (as defined below) in Retread Shops, which includes the MRTI Process, certain service marks, including but not limited to MICHELIN® and PRE-MOLD™ ("**Marks**"), Confidential Information (as defined in Item 14), and certain other operational and business standards and policies, all of which we may further develop, improve or otherwise periodically modify. The "**MRTI Process**" means the Pre-Mold**™** retread services offered in Retread Shops, which involves the use of: (a) patented and proprietary tire retreading processes; (b) equipment for inspecting, repairing and retreading tire casings ("**MRTI Equipment**"); (c) specially-formulated Michelin tread rubber and other tread rubber that we specify ("**Michelin Rubber**"); and (d) specially formulated related materials, including cushion rubber, cushion gums and other adhesives, repair gums, filling materials, special extrusions, cements and other rubber materials, which we may modify, substitute, or add to periodically (collectively, "**MRTI Rubber Products**").

Under the Franchise Agreement, you may operate a Retread Shop from a specific location set forth in the Franchise Agreement (the "**Premises**"). The Retread Shop will offer Pre-Mold**™** only, which will require you to repair and retread tire casings with pre-molded, pre-cured treads (a "**Pre-Mold™ Shop**"). For such Pre-Mold**™** Shops, you must purchase the necessary MRTI Equipment, and lease or purchase (as applicable) the necessary MRTI molds, from us. In limited circumstances, as we and you may agree, you may be able offer custom-mold retreading ("**Custom Mold™**") within the Retread Shop (a "**Custom Mold™ Shop**"), which will require you to repair and retread tire casings, adding uncured tread rubber that you will custom mold to make a particular tread pattern.

Prospective franchisees for Retread Shops may be asked to sign our franchise application form and confidentiality agreement ("**Franchise Application**") before signing our standard form franchise agreement ("**Franchise Agreement**") under which they will own and operate a Shop at an agreed-upon location. A copy of the Franchise Application is attached as Exhibit A (and Confidentiality, Non-Use and Non-Disclosure Agreement attached as Exhibit A-1) and a copy of the Franchise Agreement is attached as Exhibit B.

We have in the past offered and may in the future offer a limited number of franchisees, including without limitation, both prospective franchisees and franchisees renewing their agreements with us, special inducements to sign and/or renew a Franchise Agreement. These inducements include one or more of the following: certain territorial or account concessions, renewal franchise rights, capital improvement loans, below market lease rates for MRTI Pre-Mold**™** equipment, compensation for certain financial fluctuations in existing businesses which

may result from involvement as a MRTI franchisee, market development support and other financial assistance and incentives.

Market and Competition

The tire retreading industry is highly competitive. It can be affected significantly by many factors, including changes in local, regional or national economic conditions and factors specifically affecting the trucking industry. Seasonal variations exist. Typically, demand for retreaded tires is greater during spring and summer. You will sell retreading services primarily to companies that own trucks, including operators of national, regional and local fleets. You will compete with tire retreading facilities operated by new tire manufacturers, major independent retreading companies, smaller commercial tire franchises and other companies involved in the sale of tires.

Industry Regulations

You should consider that all businesses are regulated by general state and federal laws and regulations such as the Americans with Disabilities Act, Federal Wage and Hour Laws, and the Occupation, Health and Safety Act, and by state and federal authorities, including the U.S. Department of Transportation and the National Highway Traffic Safety Administration ("**NHTSA**"). These authorities have adopted standards, rules and regulations that pertain to manufacturers of motor vehicles and motor vehicle equipment, to include new and retreaded tires. Specifically, the Transportation Recall, Enhancement, Accountability, and Documentation Act, which is enforced by NHTSA, was enacted in 2000 to mandate specific reporting requirements for tire manufacturers and, in some cases, manufacturers of retreaded tires.

You should consult with your attorney and local, state, and federal government agencies before investing in a Retread Shop franchise to determine all of the legal requirements that you must comply with and consider their impact on you and the cost of compliance. You must comply with all applicable laws, rules, and orders of any government authority, including those concerning public health and other crises, which may require businesses in the high-quality truck tire retreading industry to modify, limit, or curtail operations for a period of time. These laws, rules, and orders also may disrupt local, regional, and global businesses and thereby create economic consequences that will affect your truck tire retreading business by, for example, making truck tire retreading services more or less frequent; prolonging the time within which you will get paid; making inventory, supplies, parts, and equipment more expensive and/or difficult to obtain; increasing the costs of labor and/or creating labor shortages; making travel more difficult for sales and other personnel; requiring the implementation of preventative measures designed to minimize risk and liability; and affecting other operational aspects of your truck tire retreading service business.

Item 2

BUSINESS EXPERIENCE

Peter G. Dunphy – President and Director
Peter G. Dunphy has been our President and a member of our Board of Directors since May 2021. Mr. Dunphy has also served as Chief Financial Officer for the Global Services and Solutions Division operating from Greenville, South Carolina since January 2018. Mr. Dunphy has also served as the Manager and President of the Oliver Rubber Company, LLC in Greenville, South Carolina since May 2021.

Mariusz Duda - Director
Mariusz Duda has been one of our Directors since February 2026. Mr. Duda has also served as Vice President and Chief Financial Officer of MNA since February 2026. Mr. Duda served as Vice President of Strategy and Finance for DB-1 in Clermont-Ferrand, France from September 2022 to February 2026. From June 2019 to

August 2022, Mr. Duda served as Chief Financial Officer for the Camso and Michelin Business Lines in Magog, Quebec, Canada.

Nate Kirian – Director
Nate Kirian has been one of our Directors since June 2021. He has also served as Vice President of Sales for MNA's commercial business lines since June 2021. He served as Senior Director of North America Commercial On-Road Sales for MNA from June 2020 to June 2021.

Kelsey Oliver – Vice President and Director of MRT Development
Kelsey Oliver has been our Vice President and Director of MRT Development since February 2026. Mr. Oliver served as Retread Sales Director for North America of MNA from January 2023 to January 2026. Mr. Oliver served as Dealer Experience Director of MNA from January 2018 to January 2023.

Robert Rattray – Treasurer
Robert Rattray has been our Treasurer since January 2024. He has also served as the Director of Credit for Michelin North America, Inc. since January 2024. He served as Commercial Controller of Business to Business from January 2012 until December 2023.

Kitt J. Foster – Vice President, General Counsel, and Secretary
Kitt J. Foster has been our Secretary and Vice President and General Counsel of MNA since December 2022. She served as our Deputy General Counsel from March 2018 to December 2022.

Michael Widmyer – Training Officer
Michael Widmyer has been the Training Officer for our retread franchise activities since March 2022. He has also served as a Process Engineering Technician for us in Fountain Inn, South Carolina since January 2018.

Item 3

LITIGATION

No litigation is required to be disclosed in this Disclosure Document.

Item 4

BANKRUPTCY

No bankruptcy information is required to be disclosed in this Item.

Item 5

INITIAL FEES

Upon signing the Franchise Agreement, you must pay to us an initial franchise fee equal to $2,500 ("**Franchise Fee**"), regardless of the number of Retread Shops you will operate. The Franchise Fee is non-refundable and helps to cover our expenses in furnishing pre-opening and planning assistance and services, and for other costs incurred by us including, but not limited to, general sales and marketing expenses, training, legal, accountant and other professional fees.

If you operate a Pre-Mold™ Shop, you must purchase the MRTI Equipment from us, the cost of which will range from $1,000,000 to $4,000,000 (including installation).

In any Retread Shop, you must obtain from us, pursuant to a license, proprietary Bib Tread Next™ software. Before opening, you must pay us an initial, one-time fee to obtain a license to use the Bib Tread Next™ software. Currently, the initial license fee is $15,000 per Shop.

Before you open your Shop for business, you must purchase from us an initial inventory of MRTI Rubber Products. We anticipate that your pre-opening purchases of MRTI Rubber Products will range from $60,000 to $400,000, depending on market demographics and retreading services.

None of the fees described in this Item are refundable.

Item 6

OTHER FEES

TYPE OF FEE[1]	AMOUNT	DUE DATE	REMARKS
Purchases of MRTI Rubber Products (including Michelin Rubber)	Prices to be determined	According to invoice	See Note 2
Local Advertising Materials	Varies	According to invoice	We will provide point-of-sale materials and other marketing and sales materials to you at reasonable charges.
Analytical Software for MRTI Equipment License Fees	Currently, $360/month to $1,035/month per Shop, but we may change these fees at any time	According to invoice	For convenience, we may calculate monthly fees and bill you, respectively, on a quarterly and annual basis in advance. We may change licensing arrangements and the costs and fees associated with any licensed software at any time. See Note 3
MRTI's AI Monitoring Services or Other Cloud-Based Software License Fees	Then-current applicable subscription or usage fees. Currently, none.	According to invoice	For convenience, we may calculate monthly fees and bill you, respectively, on a quarterly and annual basis in advance. We may change licensing arrangements and the costs and fees associated with any licensed software at any time. See Note 3

TYPE OF FEE[1]	AMOUNT	DUE DATE	REMARKS
Bib Tread NEXT™ Software License Fees	Currently, $570/month per Shop maintenance fee (multiple Shop franchisees pay a maintenance fee of $450/month per Shop) and $600/month per Shop hosting fee (multiple Shop franchisees pay a total of $1080/month for all Shops owned by the franchisee), but we may change these fees at any time	According to invoice	For convenience, we may calculate monthly fees and bill you, respectively, on a quarterly and annual basis in advance. We may change licensing arrangements and the costs and fees associated with any licensed software at any time. See Note 4
BT Mobile™ Application Maintenance Fees	$175 - $850/month	According to invoice	See Note 5
Transfer Fee	Then-current standard assignment fee	Upon transferring the franchise	We impose this fee if you transfer the franchise.
Interest on Late Payments	Lesser of 24% annually or maximum legal rate we are able to charge	On all overdue payments	Payable on all overdue amounts. Interest accrues from the original due date until payment is received in full.
Taxes	Actual costs	As incurred	
Special Assistance	Per diem fees and charges that we establish	According to invoice	This is for any special assistance you request, assisting in excess of standard support package, or reimbursement of MRTI for repeat audits and/or noncompliance with corrective action plans.
Fees to Evaluate Alternative Suppliers	Currently, only out-of-pocket expenses	According to invoice	We may impose reasonable inspection and supervision fees to cover our costs in evaluating alternative brands or suppliers you suggest.
National Warranty Program	Varies	See Note 3	See Note 6

TYPE OF FEE[1]	AMOUNT	DUE DATE	REMARKS
Supplemental Training	Varies	Before training	We may assess reasonable charges for supplemental training for your personnel.
Insurance	Cost of the premium plus any costs for our services in procuring the insurance	As incurred	Payable to your insurance provider; payable to us only if you fail to obtain the required insurance coverage for the Service Center, and we choose to procure the coverage at your expense.
Attorneys' Fees and Other Costs	Varies	As incurred	You must reimburse us for our attorneys' fees and other costs if you fail to comply with the Franchise Agreement.
Indemnification	Varies	As incurred	You must reimburse us if we are held liable for claims arising from your operation of a Retread Shop or if we are joined in a lawsuit that is based on your operation of a Retread Shop.

Notes to Item 6 Table:

1. Except for any contributions to local and/or regional advertising cooperatives, all fees are imposed by and payable to us. All fees are nonrefundable.

2. For a Pre-Mold™ Shop, if you purchase the MRTI Equipment from us, we will accrue a credit under our MRTI Process Enhancement Fund Program based on the volume of Pre-Mold™ tread rubber that you purchase from us. We have the right to direct the amount, specific uses and disbursement of the MRTI Process Enhancement Fund. We may amend, modify or discontinue the MRTI Process Enhancement Fund Program periodically.

   For a Pre-Mold™ Shop, if you purchase the MRTI Equipment from us, we will accrue a credit under our MRTI Equipment Financing Fund Program based on the volume of Michelin Pre-Mold™ tread Rubber that you purchase from us. We will determine the amount of the credit, but the use of the funds will be determined by you. We may amend, modify or discontinue the MRTI Equipment Financing Fund Program periodically.

3. For any Retread Shop, you must obtain licenses to use any software proprietary to us or our affiliates, which is necessary for conducting retreading operations pursuant to software license agreements (see Exhibit D and Exhibit D-1). Although licensing costs associated with such software may change periodically, the current cost of licensing the analytical software for the MRTI Equipment, which includes the shearography machine, buffer, treadbuilder, curing chamber and/or presses, Michelin inspection post,

and X-Vision™ X-Ray software, ranges from $360/month to $1,035/month per Shop. Additional fees may apply if you decide to install additional shearography machines, buffers, X-Vision™ X-Ray machines, treadbuilders, curing chambers and/or presses, or Michelin inspection posts. You may also opt to use our AI monitoring services or other-cloud based software functionalities. If you elect to do so, you must sign Exhibit C to the software license agreement (see Exhibit D) and pay us the applicable subscription or usage fees (if any).

4. You must use a computer system and install Bib Tread NEXT™ software to record all sales, expenses, production and adjustment data at your Shop. You must sign a Bib Tread NEXT™ Software License Agreement (see Exhibit D-1) and pay us monthly maintenance and hosting fees.

5. BibTread Mobile (BTM) is a tool made available (which may in the future be required as BTM is deployed at franchisee locations) pursuant to the Bib Tread NEXT™ Software License Agreement (see Exhibit D-1). BibTread Mobile™ is an application loaded on a mobile device (Android or iOS compatible) that allows remote tire entry. BTM™ data interfaces with the BTM™ software package. Ongoing costs related to the use of BTM™ will be based upon the annual casings received per franchisee on an annual basis. The anticipated maintenance fees are as follows:

Monthly BTM Usage Charge Based On Casings Received				
> 200K	**75K-100K**	**50K-75K**	**25K-50K**	**< 25K**
$850	$400	$300	$200	$175

We may modify the BTM™ monthly maintenance fee at any time.

6. Under our national warranty program, we will debit your account in amounts we periodically determine for warranty services performed by another Shop or a Michelin authorized customer on any tire you have retreaded and/or repaired. We also will credit your account in amounts we determine for warranty services you perform on any tire retreaded and/or repaired by another Shop. We will perform a reconciliation of the debits and credits to your account on a periodic basis.

7. All payments to us are non-refundable. Payments made to third parties may or may not be refundable depending on the payment terms agreed to by you and such third party. These payments are only estimates, and your costs may be higher depending on your particular circumstances. Except as expressly indicated otherwise in the charts above, these estimates describe certain of your expenses after the opening of your Retread Shop. These estimates do not constitute a prediction of likely earnings for your Retread Shop and are based on our experience with similar Retread Shops. You should review these figures carefully with a business advisor, accountant and/or attorney before making any decision to purchase a franchise.

Item 7

ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Franchise Fee	$ 2,500	Lump sum	Upon signing Franchise Agreement	MRTI
Engineering Fee, Building and Leasehold Improvements[1]	$800,000 – $3,500,000	As required	Before opening	Contractors
Signage[2]	$1,000 – $20,000	As required	Before opening	Supplier
Travel and Living Expenses During Training	$5,000 – $50,000	As required	As incurred	Airlines, motels, restaurants, etc.
Opening Inventory of MRTI Rubber Products[3]	$60,000 – $400,000	As required	Before opening	MRTI
MRTI Equipment[4]	$1,000,000 – $6,000,000 for MRTI Equipment	As required	Before opening and as incurred	MRTI
Bib Tread NEXT™ Software[5]	One-time fee of $15,000/Shop for new franchisees	As required	See Note 7	MRTI
BT Mobile™ Application[7]	One-time fee of $4,500 - $8,500 per mobile unit	As required	See Note 7	MRTI
Opening Inventory of Miscellaneous Equipment and Materials (Non MRTI Rubber Products)[6]	$25,000 – $100,000	As required	Before opening	MRTI and other suppliers
Computer System utilizing Bib Tread NEXT™[7]	$175,000 – $290,000	Lump sum	Before opening	Suppliers
Initial Advertising[8]	$2,000 - $5,000	As required	As incurred	Local advertising agency
Additional Funds – 3 Months[9]	$225,000 – $2,000,000	As required	As incurred	Employees, suppliers, utilities, etc.

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
TOTAL	**$2,315,000 to $12,391,000**			

Notes to Item 7 Table:

1. If you do not already own or lease a site suitable for a Retread Shop you will have to purchase or lease one. If you purchase the Premises, we estimate that the cost will range between $800,000 and $3,500,000, depending upon the location, condition, and size of the Premises and the local real estate market. We recommend that the Premises be at least 15,000 to 21,000 square feet depending on the type of Retread Shop you will operate. You may need to improve the Premises to accommodate the layout and installation of the MRTI Equipment. We estimate that the cost of these improvements will range between $150,000 to $1,000,000 (which amounts are reflected in the low and high estimates in the table above), depending on the type and condition of the Premises. These improvements and the cost estimate for these improvements would include, but not necessarily be limited to, the upgrade or installation of an appropriate boiler, dust collection system, compressor, piping and electrical system and the Shop layout engineering fee. We do not anticipate that a building purchased at the high end of the range will require substantial improvements, assuming it has the basic accommodations listed above. The Shop layout engineering fee (approximately $50,000) is reflected in the low and high estimates. In addition to these costs, an environmental assessment may be required. Costs will vary greatly depending on the location and condition of the Premises.

2. You may purchase signage that meets our standards and specifications from any accepted supplier. See Item 8 below.

3. Before you open your Shop for business, you must purchase from us an initial inventory of MRTI Rubber Products. We anticipate that your pre-opening purchases of MRTI Rubber Products will range from $60,000 to $400,000 depending on market demographics and retreading services. Payment terms for the various MRTI Rubber Products and the MRTI Equipment, if applicable, will be listed on the invoice.

4. If you will operate a Pre-Mold™ Shop, you must purchase equipment from us, the installed value of which ranges from $1,000,000 to $4,000,000, varying with the size and layout of the Shop.

5. For any Retread Shop, you must obtain licenses to use any software proprietary to us or our affiliates, which is necessary for conducting retreading operations pursuant to software license agreements (see Exhibit D and Exhibit D-1). Although licensing costs associated with such software may change periodically, the current initial license fee for the Bib Tread NEXT™ software is $15,000.00. You may also opt to use our AI monitoring services or other-cloud based software functionalities. If you elect to do so, you must sign Exhibit C to the software license agreement (see Exhibit D) and pay us the applicable subscription or usage fees (if any). We may change licensing arrangements and the costs and fees associated with any licensed software at any time.

6. In addition to your pre-opening purchases of MRTI Rubber Products, you will need to purchase an inventory of related materials and consumable equipment, including buffing templates, rasps, hot knives, hand extruders. You must purchase these items that meet our standards and specifications from any accepted supplier. See Item 8 below.

7. You must use a computer system and install Bib Tread NEXT™ software to record all sales, expenses, production and adjustment data at your Shop. Although we do not require you to use any particular brand or type of computer system, and anticipate that most franchisees will already have a computer system, the system must be capable of running the Bib Tread NEXT™ software. You must sign a Bib Tread NEXT™ Software License Agreement (see Exhibit D-1). If you do not have a computer system and thin/client router capable of running Bib Tread NEXT™ software and desire to purchase one for your Shop, we estimate the cost to range between $150,000 and $200,000. This range includes computer hardware, wiring, including high-speed Internet access, installation and training. This range does not include the Bib Tread NEXT™ software license fee which is described in Note 5 above. We may change licensing arrangements and the costs and fees associated with Bib Tread NEXT™ software or other software at any time. If you desire that Bib Tread NEXT™ software interface with your computer system, additional costs may be incurred that are not included in the cost estimate noted above. Building an interface to your computer system will require coordination between you, us and a third party accounting package supplier. Bib Tread NEXT™ software exports a standard layout, and interface work is primarily performed by the accounting package supplier, who will also provide a cost estimate (range of $25,000 to $90,000, which amounts are reflected in the low and high estimates in the table above).

   BibTread Mobile (BTM) is a tool made available (which may in the future be required as BTM is deployed at franchisee locations) pursuant to the Bib Tread NEXT™ Software License Agreement (see Exhibit D-1). BibTread Mobile™ is an application loaded on a mobile device (Android or iOS compatible) that allows remote tire entry. BTM™ data interfaces with the BTM™ software package. The cost associated with BTM™ equipment depends on the chosen mobile device. Setup and training is conducted onsite as requested. Onsite training costs are estimated to be within the range of $2,500 to $5,000 per site visit, which amounts are reflected in the low and high estimates in the table above.

8. We recommend that you spend this amount on advertising for your Shop during the first 90 days of its operation.

9. This is an estimate of your working capital requirements for the first 3 months of operations. We estimate that working capital for the first 3 months will range between $225,000 and $2,000,000. It includes professional fees, organizational expenses, utility deposits, salaries, general operating expenses, premises lease payments, inventory (other than the MRTI Rubber Products), payroll expenses, facility expenses, insurance, security, repairs and maintenance, and other costs. Certain deposits may be refundable. These figures are estimates and we cannot assure you that you will not have additional expenses in starting the Shop. Your actual costs will depend on factors including your management skill, experience and business acumen; local economic conditions; the local market for tire retreading services; the prevailing wage rate; competition in the marketplace; and the sales level reached during the start-up phase. This estimate does not include any amounts for debt service.

10. All payments to us are non-refundable. Payments made to third parties may or may not be refundable depending on the payment terms agreed to by you and such third party. These payments are only estimates, and your costs may be higher depending on your particular circumstances. Except as expressly indicated otherwise in the charts above, these estimates describe your initial cash investment up to the opening of your Shop. These estimates do not constitute a prediction of likely earnings for your Shop and are based on our experience with similar Shops. You should not plan to draw income from the operation during the startup and development stage of your Shop, the actual duration of which will vary materially from Shop to Shop and cannot be predicted by us for your Shop (and which may extend for longer than the 3-month initial start-up phase described above). You must have additional sums available, whether in cash or through a bank line of credit or have other assets which you may liquidate or against which you may borrow, to cover other expenses and any operating losses you may sustain, whether during your start up and development stage, or beyond. The amount of necessary reserves will vary greatly from franchisee to

franchisee and will depend upon many factors, including the rate of growth and success of your Shop, which in turn will depend upon factors such as the demographics and economic conditions in the area in which your Shop is located, the presence of other Shops or other public awareness of our Shops and Marks within the general vicinity of your Shop, your ability to operate efficiently and in conformance with our recommended methods of doing business, and competition. You should review these figures carefully with a business advisor, accountant and/or attorney before making any decision to purchase a franchise.

11. We or our affiliates may offer financial support to qualified franchisees for equipment, inventory or miscellaneous materials as described in Item 10. The amount of the down payment and the repayment period will vary depending upon the amount financed. Annual interest rates will range from the prime rate to four percentage points above the prime rate. The availability and terms of financing with third party lenders for other expenses will depend on factors including the availability of financing generally, your creditworthiness and policies of lending institutions concerning the type of business to be operated.

Item 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

To ensure that high and uniform standards of quality and service are maintained, you must operate the Shop in strict conformity with our methods, standards and specifications. You must purchase goods, services, supplies, fixtures, equipment and inventory only from us or from suppliers we have accepted. MRTI Rubber Products we sell you are manufactured by us or our affiliates, or by others on our behalf, and the reputation and goodwill of the Shops is based upon, and can be maintained only by, the use of the MRTI Rubber Products in tires retreaded at the Shops. Consequently, you must purchase all MRTI Rubber Products only from us. You must also use our Marks only as set forth in the Franchise Agreement and any Marks usage guidelines.

You may purchase or lease accepted types or brands of miscellaneous non-rubber products, equipment (other than the MRTI Equipment that we specify for use in the MRTI Process), signs and supplies that meet our standards and specifications only from accepted suppliers. For certain non-rubber products and supplies, we have designated a single accepted supplier and you may purchase these required products only from this supplier. We may periodically formulate and modify, in our sole discretion, the specifications and standards we impose on you and suppliers. Specifications and standards are issued to you through the Manual and to suppliers generally by written agreement.

We may negotiate purchase arrangements (including price terms) with suppliers for your benefit. We do not provide material benefits (e.g., renewal or additional franchises) to you based on use of designated or accepted suppliers.

There are currently no franchisee purchasing or distribution cooperatives.

Items from Which We Derive Revenue

We will derive revenue from your purchases of MRTI Rubber Products and MRTI Equipment. We anticipate that your purchases of MRTI Rubber Products will constitute about 5% of your total purchases and leases in establishing the Shop, and 40% to 60% of your total purchases and leases during the ongoing operation of your Shop. If you purchase both MRTI Rubber Products and MRTI Equipment from us, we anticipate that these purchases will constitute 30% to 75% of your total purchases and leases in establishing the Shop. Your purchase of MRTI Equipment would not, however, affect your purchases and leases during the ongoing operation of your Shop. For the fiscal year ended December 31, 2025, our revenues from franchisees' required purchases or leases of equipment were $210,798,000 or 97.8% of our total revenues of $215,407,000**.**

We estimate that substantially all of your expenditures for leases and purchases in establishing your Shop and on an ongoing basis will be for goods and services which are subject to sourcing restrictions (that is, for which suppliers must be approved by us, or which must meet our standards or specifications).

Presently, we do not receive payments from third-party suppliers based on your purchases from such third-party suppliers. We may, however, arrange to do so in the future.

Purchase or Lease of Equipment, Fixtures and Signs

Other than the MRTI Equipment and the MRTI Rubber Products, you may purchase or lease other types, brands and models of equipment, fixtures, signs and supplies that we accept for Shops as meeting our specifications and standards. You may purchase or lease accepted types, brands, or models of fixtures, equipment, signs (and related items such as awnings or umbrellas) and supplies only from accepted suppliers. We may modify our list of accepted types, brands and models of supplies, signs, non-MRTI Equipment and/or suppliers periodically, and you may not, after receiving written notice of the modification, reorder any type, brand or model or from any supplier that we no longer accept.

If you want to purchase or lease any non-MRTI Equipment, signs or supplies of a type, brand or model that we have not accepted, you must notify us in writing and submit to us the information we request. If necessary, we will provide you with written specifications for such non-proprietary products. We generally will notify you of our acceptance/non-acceptance within 30 days after the date we receive your written notice. We may impose reasonable inspection and supervision fees on accepted suppliers to cover our costs. Nonetheless, you must have a written approval from us to use any non-MRTI Equipment or items. We may withdraw our consent at any time by providing written notice to you of such withdrawal.

Insurance

You must maintain in force and furnish us written evidence of insurance coverage that we require, all of which are described in Section 6.09 of the Franchise Agreement (which is attached as Exhibit A). The cost of coverage will vary depending on the insurance carrier's charges, the state where your Retread Shop is located, terms of payment and your history. All insurance policies except worker's compensation and employer's lability, as determined by us, must name us and our affiliates as additional insureds.

Computer System

We require you to use a computer system and install Bib Tread NEXT™ software to record all sales, expenses, production and adjustment data at your Shop. Although we do not require you to use any particular brand or type of computer system and anticipate that most franchisees will already have a computer system, the system must be capable of running Bib Tread NEXT™ software. In addition, your Shop must have an accessible computer post, with internet access, for the purpose of connecting to our internet-based operator training module, which provides training to your production and management personnel as well as thin/client router(s) supporting your network.

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 FRANCHISE AGREEMENT	DISCLOSURE DOCUMENT ITEM
a. Site selection and acquisition/lease	§ 3.01	Items 8, 11 & 12
b. Pre-opening purchases/leases	§§ 3.02; 3.03; Schedule 1, Equipment Purchase Rider	Items 7 & 8
c. Site development and other pre-opening requirements	§ 3.02; Schedule 1, Equipment Purchase Rider	Items 7 & 11
d. Initial and ongoing training	§§ 4.01; 4.02; 4.04	Item 11
e. Opening	§ 3.02	Item 11
f. Fees	§§ 2.04; 7.02; 15.03	Items 5, 6 & 7
g. Compliance with standards and policies/operating manual	§§ 4.03; 6.01; 6.02; 6.03; 6.05; 6.06; 6:07; 6.08; 6.09	Item 8 & 11
h. Trademarks and proprietary information	§§ 4.03; 9; 10.01	Items 8, 11, 13 & 14
i. Restrictions on products/services offered	§§ 3.03; 5.01; 5.03; 5.04	Items 8 & 16
j. Warranty and customer service requirements	§§ 5.02; 6.11	Item 6 & 11
k. Territorial development and sales quotas	§2.01	Item 12
l. Ongoing product/service purchases	§§ 5.01; 5.03	Item 8
m. Maintenance, appearance, and remodeling requirements	§§ 6.01; 6.02; 6.03; 6.05; 12.02	Item 8
n. Insurance	§ 6.09	Items 6 & 8
o. Advertising	§§ 6:04; 7	Item 6, 8 &11
p. Indemnification	§§ 9.05; 15.02	Item 6
q. Owner's participation/ management/staffing	§§ 6.08; 11; Schedule 2, Identification of Franchise Entity and Owners	Item 15
r. Records/reports	§§ 8.05; 8.06	Item 8, 11 & 16
s. Inspections/audits	§§ 6.06; 8.07	Item 6

OBLIGATION	SECTION IN FRANCHISE AGREEMENT	DISCLOSURE DOCUMENT ITEM
t. Transfer	§ 12	Item 17
u. Renewal	§ 2.02	Item 17
v. Post-termination obligations	§ 14	Item 17
w. Non-competition covenants	§ 10.02; Owners' Personal Guaranty; Owners' Personal Covenants	Item 17
x. Dispute resolution	§ 16.17	Item 17

Item 10

FINANCING

We or our affiliates may, in our (or their) sole discretion, provide financing to qualified franchisees for purchases of MRTI Rubber Products or related products and equipment. The amount, terms and conditions of each loan will depend on the needs and creditworthiness of the franchisee. We anticipate that annual interest rates will range from the prime rate to 4 percentage points above the prime rate and that the period of repayment will not be greater than 5 years. Generally, we take a purchase money security interest, along with a security interest, in additional collateral to secure the loan and all other obligations. We may also require guarantees or letters of credit from third parties for loans to both individual and corporate franchisees. We may also require that franchisees maintain certain financial ratios during the term of the loan. You may prepay the debt without penalty. If you default under the terms of any financing arrangements, we may require you to pay the entire amount due and all costs of collection, including court costs and attorney's fees, or terminate the Franchise Agreement after providing you notice and an opportunity to cure the default (Promissory Note; Section 13.02(i), Franchise Agreement). Copies of our standard form Promissory Note and Loan and Security Agreement are attached as Exhibit E. We may modify the versions of the Promissory Note and Loan and Security Agreement depending upon the particular circumstances. The Promissory Note requires you and any guarantor (and every person at any time liable for the payment of the debt) to waive presentment, demand, notice of protest and notice of non-payment.

Under the Loan and Security Agreement, you will waive, to the extent the same may be waived under applicable law: (a) notice of acceptance; (b) all of your claims, causes of action and rights against us on account of actions taken or not taken by us in the exercise of our rights or remedies; (c) all of your claims for our failure to comply with any requirement of applicable law relating to enforcement of our rights or remedies; (d) all rights of redemption; (e) any bonds or demands for possession; (f) presentment, demand for payment, protest and notice of non-payment and all exemptions; (g) any and all other notices or demands; (h) settlement, compromise or release of the obligations of any person primarily or secondarily liable; (i) all of your rights to demand that we release account debtors; and (j) substitution, impairment, exchange or release of any collateral.

We may extend open account credit for purchase of MRTI Rubber Products to eligible franchisees upon terms as we may determine periodically in our sole discretion. Current standard terms are 2nd 15th Prox. Interest accrues on past due balances at the maximum rate permitted by law or 24% per annum, whichever is lower.

Under the Franchise Agreement, you grant us a first priority purchase money security interest in all MRTI Rubber Products that we sell to you, together with any and all related proceeds (the "**PMSI Collateral**") as security for the payment in full of all your obligations to us arising out of the purchase of the PMSI Collateral.

In addition, we may require that you provide us additional collateral, including, without limitation, we may require that you grant us a security interest in any and all furniture, fixtures, equipment, leasehold improvements, inventories (including raw materials, works-in-progress and finished goods, but not including the MRTI Rubber Products), accounts receivable, records and all other assets used in connection with the Shop that you own when you sign the Franchise Agreement or that you acquire later that are located at the Premises and any proceeds from them (collectively, the "**MRTI Collateral**") to secure the performance and payment of all of your liabilities, obligations and indebtedness to us.

Neither we nor any of our affiliates have current plans to sell or assign to third parties any financing arrangements with franchisees, but each reserves the right to do so in the future. Neither we nor any of our affiliates will receive any payments from third party lenders for loans made to franchisees. Neither we nor any of our affiliates will guarantee franchisees' notes, leases or other obligations.

Item 11

FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

Except as listed below, we are not required to provide you with any assistance.

Pre-Opening Assistance

1. We will provide you preliminary layouts of a Shop for adaptation to the Premises. We will furnish additional guidance to you in developing the Premises as we deem appropriate (Franchise Agreement, § 3.02).

2. We will arrange for delivery and installation of the MRTI Equipment at your Shop (identified in Schedule 1 of the Franchise Agreement) (Franchise Agreement, § 3.02).

3. We will provide your manager and key production personnel with initial training (Franchise Agreement, § 4.01; "*Training*" in this Item 11 below).

4. We will loan you one or more copies of our confidential operating manual (the "**Manual**") (Franchise Agreement, § 4.03). The table of contents of the Manual is attached to this Disclosure Document as Exhibit I.

Ongoing Assistance

1. We may provide training (subject to reasonable limitations as to frequency, time and cost) to any new manager or key production personnel of the Shop, and may also provide supplemental training programs at the time(s) and place(s) we designate (Franchise Agreement, § 4.02; "*Training*" in this Item 11 below).

2. We will provide periodic guidance, with respect to the MRTI System, including improvements and changes to it (Franchise Agreement, § 4.04).

3. We will conduct Shop and product inspections to evaluate, among other things, the Shop's operation, your compliance with the MRTI System, and your compliance with all Marks usage guidelines, when and as frequently as we deem advisable (Franchise Agreement, § 6.06).

4. We will make available for your purchase the standard line of MRTI Rubber Products as we determine periodically (Franchise Agreement, § 5.01).

5. We will make available for your purchase accepted types or brands of non-rubber products and supplies that we deem necessary in the operation of the Shop (Franchise Agreement, § 5.04).

6. We will maintain a national warranty program as described in Item 6 (Franchise Agreement, § 6.11).

7. If you will operate a Pre-Mold™ Shop and you purchase the MRTI Equipment from us, we will accrue a credit pursuant to our MRTI Process Enhancement Fund Program based on the volume of Pre-Mold™ tread rubber that you purchase from us. We have the right to direct the amount, specific uses and disbursement of the MRTI Process Enhancement Fund. We may amend, modify or discontinue the MRTI Process Enhancement Fund Program periodically. Access to the MRTI Process Enhancement Fund Program is conditioned on your compliance with the Franchise Agreement, Transaction Documents and MRTI's audit processes.

8. If you will operate a Pre-Mold™ Shop and you purchase MRTI Equipment from us, we will accrue a credit pursuant to our MRTI Equipment Financing Fund Program based on the volume of Michelin Pre-Mold™ tread rubber that you purchase from us. We will determine the amount of the credit, but the use of the funds will be determined by you. We may amend, modify or discontinue the MRTI Equipment Financing Fund Program periodically. Access to the MRTI Equipment Financing Fund Program is conditioned on your compliance with the Franchise Agreement, Transaction Documents and MRTI's audit processes.

9. If you purchase MRTI Equipment from us and you qualify for our MRTI Interest Reimbursement Program, you will accrue a credit calculated based upon the terms of such program. We will determine the amount of the credit, but the use of the funds will be determined by you. We may amend, modify or discontinue the MRTI Interest Reimbursement Program periodically. Access to the MRTI Interest Reimbursement Program is conditioned on your compliance with the Franchise Agreement, Transaction Documents and MRTI's audit processes.

10. If you are deemed by MRTI, in its sole discretion, to be in good standing, you may be eligible to participate in the MRTI Franchise Income Enhancement Program. The purpose of this MRTI Franchisee Income Enhancement Program is to provide funds that you may use to provide retirement benefits for certain of your employees or officers as deemed appropriate by you and in accordance with the program. We may amend, modify or discontinue the MRTI Franchisee Income Enhancement Program at any time.

11. If you are deemed by MRTI, in its sole discretion, to be in good standing, you may be eligible to participate in the MRTI Associate Dealer Program. The purpose of this MRTI Associate Dealer Program is for MRTI and franchisees to enter into agreements with other commercial tire dealers ("**Associate Dealers**") pursuant to which franchisees may sell MRTI Rubber Products to Associate Dealers. We may periodically offer programs that provide incentive payments to franchisees. Currently, these programs include logistical payments based on transportation distance. We may also periodically offer incentives to the Associate Dealers that are passed through the franchisee. We may amend, modify or discontinue the MRTI Associate Dealer Program at any time.

Site Selection

You must select a site for the Shop that meets our approval. We will provide you preliminary layouts of the Shop for your adaptation to the Premises. You must prepare, and submit to us for approval, proposed revised plans for the layout and design of the Premises. The revised plans must comply with all applicable ordinances, building codes, permit requirements and lease requirements and restrictions. You must improve the Premises in compliance with the revised plans.

Training

We will provide an initial training program on the MRTI Processes to be offered at your Shop for your manager and key production personnel before you open the Shop, at a time we determine. These individuals must complete the training program to our satisfaction and be certified by us. Not all trainees will complete all aspects of the training program identified below. The length of the training for each trainee will depend upon the function(s) the trainee will perform at your Shop. The training will last one week for managers at a location that we designate, typically another Retread Shop, and 3 to 4 weeks for operators on Premises at your Shop. Training will include certification in the following:

Training Program

SUBJECT	HOURS OF CLASSROOM TRAINING*	HOURS OF ON-THE-JOB TRAINING*	LOCATION
Buffing	4 – 8	80 – 112	Your Shop or another Shop
Initial Inspection	4 – 8	80 – 112	Your Shop or another Shop
X-Ray	4 – 8	80 – 112	Your Shop or another Shop
Shearography	4 – 8	80 – 112	Your Shop or another Shop
Skiving	4 – 8	80 – 112	Your Shop or another Shop
Repairing	4 – 8	80 – 112	Your Shop or another Shop
Press Operation	4 – 8	80 – 112	Your Shop or another Shop
Cushion Extrusion/Tread Laying	4 – 8	80 – 112	Your Shop or another Shop
Cushion Extrusion/Tread Extrusion	4 – 8	80 – 112	Your Shop or another Shop
Enveloping	4 – 8	80 – 112	Your Shop or another Shop
Curing Chamber	4 – 8	80 – 112	Your Shop or another Shop
Final Inspection	4 – 8	80 – 112	Your Shop or another Shop

* Number of hours of training are totals. The mix of subjects and the amount of training for each person depends on the function and experience of the trainee.

Our Training Officer is Michael Widmyer, who became our training officer for our franchise activities in March 2022 and has been with us or our affiliate since December 1996. All training will be conducted by MRTI Training Team Managers and their staffs. We will schedule training as needed. Instructional materials will include the Manual.

We do not charge any fees for initial training. You will be responsible for the cost of travel, lodging, meals and wages for your representatives. Your managers and other personnel may have to attend and satisfactorily complete supplemental training programs for which we may assess reasonable charges. You will also be responsible for installing within or near your Shop a computer post, with internet access, for the purpose of

connecting to our internet-based operator training module, which provides training to your existing and new production and management personnel.

Advertising

You do not have to contribute to a national advertising fund.

Although we have not yet done so, we may establish local and/or regional advertising cooperatives for Shops in your local or regional area covering the geographic areas we designate. You must participate in any cooperatives we establish and abide by the by-laws the cooperative adopts. We would require that any cooperative make its by-laws available to you for review and that the cooperative be administered by its members as determined in the by-laws. We would require you to participate in any programs the cooperative develops (other than price advertising, as to which you could choose not to participate) and contribute the amounts it requires in accordance with the by-laws. Any Shops we own that are located in the designated local or regional area(s) would participate and contribute to the cooperative on the same basis as you. We would require that any cooperative periodically prepare and distribute financial statements to its members. We may dissolve, change or merge cooperatives in our discretion.

We do not currently have an advertising council. You must submit to us, for our prior written approval, samples of all advertising and promotional materials that we did not prepare or previously approve and that vary from our standard advertising and promotional materials. You may not use any advertising or promotional materials that we have not approved. All of your advertising and promotion must be completely factual and conform to the highest standards of ethical advertising. You must refrain from any business or advertising practice that may be injurious to our business, to the business of other Shops or to the goodwill associated with the Marks. All use of our Marks must be consistent with the Franchise Agreement and any Marks usage guidelines.

We are not required to spend any amount on advertising in your territory.

Computer System

We require you to use a computer system and install Bib Tread NEXT™ software to record all sales, expenses, production and adjustment data at your Shop. Although we do not require you to use any particular brand or type of computer system, and anticipate that most franchisees will already have a computer system, the system must be capable of running the Bib Tread NEXT™ software including a thin/client router, which must be purchased from a third party vendor. You will be required to execute a Bib Tread NEXT™ Software License before software installation (see Exhibit D-1). We estimate that the cost to acquire an adequate computer system (including the thin/client router) will be from $150,000 to $200,000 plus the cost to obtain the license to use the Bib Tread NEXT™ software (see Item 7).

The computer hardware and software is used for the purpose of, among other functions, recording sales, other record keeping and central functions and providing periodic reporting that we specify. The equipment will include hard drives, monitors, keyboards, printers, telephone and power lines, modems, and other related accessories and peripheral equipment. (Franchise Agreement, § 8.05) You must also provide within or near your Shop a computer post, with internet access, for the purpose of connecting to our internet-based operator training module, which provides training to your existing and new production and management personnel.

You must keep your computer system in good condition and install additions, changes, modifications, substitutions or replacements to hardware, software, telephone and power lines, and other computer-related facilities as we direct. (Franchise Agreement, § 8.05). We have no obligation to assist you with the computer system, although we may suggest suppliers and provide other assistance as we deem appropriate. There are no specific contractual limitations on the frequency or cost of keeping your computer equipment in good condition

or upgrading the computer equipment. We may update or upgrade the Bib Tread NEXT™ software at any time and require you to install any upgrades or updates at your cost.

MRTI Dealer Council

MRTI may periodically convene a MRTI Dealer Council comprised of select MRTI franchisees in North America. The MRTI Dealer Council serves as a forum for communication between the MRTI franchisee population and MRTI and provides MRTI franchisees with an outlet to directly address issues pertaining to the MRTI System and individual franchisees.

Item 12

TERRITORY

The Franchise Agreement grants you the right to operate a Shop at a specific location accepted by MRTI, which is set forth in the Franchise Agreement.

Your rights under the Franchise Agreement are non-exclusive and do not in any manner include area rights, market rights, territorial rights or a protected area. We are not restricted in any manner from licensing to others or operating ourselves other Michelin Retread Shops anywhere in the world including in the vicinity or market area of your Retread Shop, as determined by us in our sole discretion. You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. We and our affiliates retain all rights relating to the Marks, the MRTI Process, the MRTI Equipment, the MRTI System and Shops anywhere in the world, including the right to: (a) operate, and grant others the right to operate, Shops at those locations and on those terms and conditions we deem appropriate; (b) offer and sell to such customers as we deem appropriate, products and services identified by the Marks or other trademarks and service marks at any location anywhere in the world, as we deem appropriate, including new tires, repaired tires, retreaded tires, used tire casings and tire repair services; (c) amend, modify and discontinue any programs or policies offered in connection with the Franchise Agreement; (d) test market new concepts or products at one or more Retread Shops or elsewhere without having to grant Franchisee any right to use such concepts or products; and (e) operate, and grant others the right to operate, tire retreading facilities (which may compete with you) identified by trademarks or service marks, other than the Marks, on terms and conditions we deem appropriate.

We do not grant you any options, rights of first refusal or similar rights to acquire additional franchises within the territory or contiguous territories.

On October 5, 2007, MNA acquired Oliver Rubber Company, LLC ("**Oliver**"). Oliver licenses retread manufacturing technology and sells tire retread-related products to commercial customers in the United States and licensees that operate retread shops. All Oliver tire retreading shops are independently owned and operated by licensees. Oliver licensees utilize its Tuff-Cure process to manufacture retreads and utilize rubber products purchased from Oliver. Oliver uses the following trade names and trademarks in connection with the Tuff-Cure retreading process, Oliver rubber and related products, Oliver equipment and apparatus, and Oliver tread products: Oliver, Orco, Orco PD, Tuff-Scan, Tuff Cure, Flexmix, Tuff-Tred, Power Tred, Tuff-Bond, Tuff-Tac, Long Mile, Megamile, Intertread, Serra-Sipe, Orcohesion, Orbibond, Tuff Seal, Power Trac, MCL-DU, MCL, ARTIC DRIVE and VDIPLUS. Oliver licensees may compete with our franchisees for customers and each may solicit customers in the other's territory. Oliver licensees presently operate over 80 retread shops in the following states: Alabama, Alaska, Arizona, Arkansas, California, Connecticut, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, South Carolina, South Dakota, Tennessee, Texas, Utah, Virginia, Washington, West Virginia, Wisconsin, and Wyoming. Oliver headquarters are located

in Greenville, South Carolina. Oliver does not share a headquarters office with MRTI. The Oliver business operates as its own legal entity, each under its respective brands and distinctive retread processes. We do not anticipate conflicts between our franchisees and Oliver's licensees and other business, and we have no obligation to resolve any perceived conflicts that might arise.

Item 13

TRADEMARKS

MNA has registered or filed applications for the following principal Marks on the Principal Register or Supplemental Register (as indicated below) of the U.S. Patent and Trademark Office:

MARK	REGISTRATION/APPLICATION NUMBER	REGISTRATION/ APPLICATION FILING DATE
MICHELIN®	Registration No. 0892045	06/02/70; renewed 06/02/90; renewed 02/02/00; renewed 06/02/2010; renewal 06/02/2020; next renewal 06/02/2030
BIB®	Registration No. 1078048	11/22/77; renewed 11/22/97; renewed 12/18/2007; renewal 11/20/2017; next renewal 11/22/2027
TIRE MAN DESIGN	Registration No. 0888288, our principal trademark	03/24/70; renewed 03/24/90; renewed 02/02/00; renewed 03/23/2010; renewal 03/24/2020; next renewal 03/24/2030
TIRE MAN DESIGN	Registration No. 6750334	06/07/2022; next renewal 06/07/2032
ACE & Design	Registration No. 2317782	Registered 02/15/00; renewed 01/18/2010; renewed 02/15/2020; next renewal 2/15/2030
CIA & Design	Registration No. 2382137	Registered 09/05/00; renewed 08/26/2010; renewed 09/05/2020; next renewal 09/05/2030
AUTOMATIC CASING EVALUATION	Registration (Supp.) No. 2365442	Registered 07/04/00; renewed 07/04/2010; renewed 07/04/2020; next renewal 07/04/2030

MARK	REGISTRATION/APPLICATION NUMBER	REGISTRATION/ APPLICATION FILING DATE
CASING INTEGRITY ANALYZER	Registration (Supp.) No. 2398771	Registered 10/24/00; renewed 08/27/2010; renewed 10/24/2020; next renewal 10/24/2030
MICHELIN RETREAD TECHNOLOGIES	Unregistered	Not Applicable

We derive our right to use and sublicense the use of the Marks from a trademark consent and authorization agreement effective January 1, 2021 ("**Trademark Authorization Agreement**") with MNA. The term of the Trademark Authorization Agreement is until December 31, 2030 and may be mutually extended after that. The Trademark Authorization Agreement requires us and our franchisees to cooperate with MNA in matters concerning the Marks, including the prosecution or defense of any administrative or legal proceeding. MNA has the right to terminate the Trademark Authorization Agreement for cause, including any material breach of the agreement.

MNA has filed all required affidavits of use for the registered Marks. None of these Marks is subject to any pending material litigation. While we do not have a federal registration on the Principal Register for each of the Marks listed in the table above, the "MICHELIN®" Mark, our principal trademark, is federally registered on the Principal Register, as noted above.

There are no effective determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeal Board, the Trademark Administrator of any State or any Court; nor is there any pending infringement, opposition or cancellation proceeding or any pending material litigation involving the above-referenced service marks which is relevant to their use in this State or any state in which the franchised business may be located.

You must notify us immediately of any apparent infringement of or challenge to your use of any Mark, or any claim by another person of any rights in any Mark. You may not communicate with any person (other than us, MNA and its counsel and your counsel) about the infringement, challenge or claim. MNA will have sole discretion to take the action it deems appropriate and will have the right to control exclusively any litigation or U.S. Patent and Trademark Office proceeding arising out of any infringement, challenge or claim relating to any Mark. You must sign all documents, render that assistance and do all things that MNA's counsel deems necessary to protect MNA's interests in any litigation or U.S. Patent and Trademark Office proceeding or otherwise to protect MNA's interests in the Marks.

We will indemnify you against all damages for which you are held liable in any proceeding arising out of your authorized use of any Mark which complies with the Franchise Agreement and all Mark usage guidelines, and for all costs you reasonably incur in defending any claim brought against you, provided you have timely notified us of the claim and you and your owners and affiliates are in compliance with the Franchise Agreement and all other agreements entered into with us and our affiliates. MNA may, in its sole discretion, prosecute, defend and/or settle any proceeding arising out of your use of any Mark and, if MNA decides to prosecute, defend and/or settle any matter, neither we nor MNA have to indemnify or reimburse you for any fees or disbursements of any legal counsel you choose to retain.

We may require you to modify or discontinue using any Mark and/or use one or more additional or substitute trademarks or service marks, and you must comply with our directions within a reasonable time after receiving

notice. We will have no liability or obligation to you with respect to any required modification or discontinuance of any Mark or the promotion of a substitute or additional trademark or service mark.

We do not know of any superior prior rights or infringing uses that could materially affect your use of the Marks in any state.

Item 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Patents

Our affiliate Michelin Recherche et Technique, S.A. has filed patent applications in the United States for the following:

U.S. APPLICATION NUMBER	TITLE	APPLICATION DATE	TYPE OF PATENT: (M)ETHOD, (A)PPARATUS, (C)OMPOSITION
2013/0213556	Flexible Guide for Tire Repair	10/29/2010	A,M
2013/0276945	Method for Retreading a Tire	06/28/2013	A,M

Our affiliate Michelin Recherche et Technique, S.A. has been issued a United States patent for the following:

U.S. PATENT NUMBER	TITLE	ISSUE DATE; EXPIRATION DATE	TYPE OF PATENT: (M)ETHOD, (A)PPARATUS, (C)OMPOSITION
6,220,572	Quick Adjusting Envelope Spreader Arm	04/24/01; 12/20/19	A
6,267,084	Apparatus for Curing Retread Tire Assemblies	07/31/01; 5/01/20	A, M
6,386,024	Apparatus for Monitoring Tread Thickness During Tire Buffing	05/14/02; 9/29/19	A
6,868,878	Conductive Tire Tread	03/22/05; 10/14/22	A, M
7,150,303	Improved Autoclave for Curing Retreaded Tires	12/19/06; 1/25/25	A
7,468,111	Method and Apparatus for Balancing Tires During Retreading	12/23/08; 1/27/25	A, M
7,528,181	Rubber Composition and Tire Comprising Same	5/5/09; 10/28/24	C, A
7,572,850	Rubber Composition and Tire Comprising Same	8/11/09; 6/29/24	C, M
7,604,760	Automatic Pressure and Temperature Control Apparatus and Method for Curing Tire Assemblies	10/20/09; 8/13/24	A, M

U.S. PATENT NUMBER	TITLE	ISSUE DATE; EXPIRATION DATE	TYPE OF PATENT: (M)ETHOD, (A)PPARATUS, (C)OMPOSITION
7,849,901	Improved Autoclave for Curing Retreaded Tires	12/14/10; 11/22/23	A
8,267,134	Method for Improved Retread Endurance	9/18/2012; 10/31/2026	A, M
8,357,026	Retread Tire Buffing with Multiple Response Curves	1/22/2013; 3/29/2027	A, M
8,281,840	Correction for Asymmetrical Buffing	10/9/2012; 6/28/2027	A, M
8,282,442	Correction of Crown Layer Variance During Retreading	10/9/2012; 9/28/2027	A, M
8,412,380	Cure Time Adjustment for a Rubber Article	4/2/2013; 9/27/2027	A, M
8,434,542	Determining the Buff Radius During Tire Buffing	5/7/2013; 5/16/2025	A,M
8,523,635	Tire Buffing Debris Collecting System	9/3/2013; 12/4/2029	A,M
8,875,758	Features for Maintaining Voids within a Tire Tread	11/4/2014; 9/16/2030	A
8,636,044	Reduced Weight Precured Tread Band for Retreaded Tire	1/28/2014; 8/13/2029	A,M

There have been no determinations or proceedings in the Patent and Trademark Office or the Court of Appeals for the Federal Circuit regarding any of the above patent applications and patent registrations.

We derive our right to use and sublicense the use of the MRTI System from a license agreement ("**License Agreement**") with our affiliate, MNA. The License Agreement, dated January 1, 2021, is for a term ending on December 31, 2030, with renewal subject to mutual agreement of the parties. The License Agreement requires us, among other things, to maintain the confidentiality of the MRTI System and to transfer to MNA the intellectual property rights to any improvements to the MRTI System. MNA has the right to terminate the License Agreement for cause, including any material breach of the agreement. Upon termination, we are required to return, and to direct our franchisees to return (if their franchise agreements are also terminated), the MRTI System to MNA.

Neither we nor MNA is obligated to indemnify or defend you for liability incurred from using the patent in accordance with the Franchise Agreement. We do not know of any infringement that could materially affect your use of this patent.

Copyrights and Confidential Information

We do not have copyright registrations for any materials you will use. We and/or our affiliates do, however, claim copyrights in the Manual, advertising and promotional materials and any proprietary software that we or they may license to you.

We also consider certain information relating to the development and operation of Shops to be our and/or our affiliates' trade secrets and proprietary information. This information includes: (a) the MRTI Process; (b) MRTI Equipment designs and layouts; (c) composition of MRTI Rubber Products; (d) marketing and sales programs for new and retreaded tires, including, without limitation, marketing, sales, and pricing information for MNA national account customers, all Transaction Documents (as defined in the Franchise Agreement) and all terms thereof; (e) MRTI Rubber Products ordering and inventorying procedures; (f) knowledge of operating results and financial performance of Michelin Retread Shops, other than such shops owned by you; (g) methods for technical and sales training of personnel; (h) computer programs and systems; (i) tire adjustment data and analyses; (j) commercial and marketing information and strategies, and similar competitive commercial information, including, without limitation, such information as it pertains to MNA national account customers, all Transaction Documents (as defined in the Franchise Agreement) and all terms thereof; (k) technical bulletins and any information, without regard to form, belonging to MRTI or licensed by it including, formulae, patterns, compilations, programs, devices, methods, techniques, or processes; and (l) MNA, MRTI or Michelin Commercial Service Network customer lists, including national account customers (collectively, the "**Confidential Information**").

The Confidential Information is proprietary and includes trade secrets. You may not use the Confidential Information in an unauthorized manner and must take reasonable steps to prevent its disclosure to others. You may not under any circumstances try to determine and must not permit any other person or entity under any circumstances to try to determine, the composition of Michelin Rubber. You will be fully liable for all actual and consequential damages, and appropriate punitive damages, for any breach of this obligation.

You must promptly disclose to us all ideas, concepts, methods and techniques useful to a tire retreading business, whether or not constituting protectable intellectual property, that you create or that have been created on your behalf. If we adopt any of them as part of the MRTI System, they will be deemed to be our and our affiliates' sole and exclusive property and deemed to be works made-for-hire for us and/or our affiliates. You must sign whatever assignment or other documents we request to evidence our (or our affiliates') ownership or to assist us or them in securing intellectual property rights in these ideas, concepts, techniques or materials.

Except as disclosed above, there are no agreements currently in effect that significantly limit our right to use or authorize you to use the copyrighted materials. We do not know of any infringing uses that could materially affect your use of the copyrighted materials in any state. We are not required by any agreement to protect or defend copyrights or confidential information, although we will do so when this action is in the best interest of our franchise system.

Item 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

If you are an individual, we strongly encourage you to participate in the operation of the Shop personally. Your manager need not have an equity interest in the business.

If you are a partnership, corporation, limited liability company or other legal entity, we may require that each of your owners signs a personal guarantee (attached hereto as Exhibit B-1) or a financing guaranty (attached hereto as Exhibit F), agreeing to be personally bound, jointly and severally, by your financial and other obligations under the Franchise Agreement. In addition, if requested by MRTI, each of your officers, directors, managers and others who attend our training programs must sign nondisclosure agreements (attached hereto as Exhibit A-1) prohibiting their unauthorized use or disclosure of the Confidential Information.

Item 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You may only sell the goods and services we have approved for the Shop and the services we specify. We may in our sole discretion periodically modify the MRTI System, including the authorized goods and services you may sell at the Shop, and there are no limits on our right to make changes. You must perform warranty service on tires retreaded and/or repaired at other Shops.

We may conduct market research to determine customer trends and salability of new products and services. You must cooperate by participating in our market research programs, by test marketing new products and services in the Shop and providing us timely reports and other relevant information regarding the market research; however, we have no obligation to grant you the right to use such concepts or products. In addition, we may, periodically and in our sole discretion, implement pilot programs in test markets in an effort to fully analyze the forecasted effects of such new programs.

Item 17

RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

This table lists certain important provisions of the Franchise Agreement. You should read these provisions in the agreement attached to this Disclosure Document.

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
a. Term of the franchise term	§ 2.02	Up to 10 years from the anniversary of the date of the Franchise Agreement.
b. Renewal or extension of the term	§ 2.02	The Franchise Agreement will automatically renew for a 5-year term unless either we or you give the other party written notice of non-renewal at least 6 months prior to the end of the term. Notice of non-renewal will result in termination of the Franchise Agreement at the end of its term, unless we and you mutually agree to terminate as of a different date.
c. Requirements for franchisee to renew or extend	§ 2.02	If neither party provides 6 months' written notice of non-renewal, the Franchise Agreement will automatically renew on such terms and conditions as mutually agreed. We may condition our approval on your execution of a general release of all claims against us and our affiliates, and execution of our then-current franchise agreement. If either we or you elect not to renew the Franchise Agreement, we may take such actions prior to expiration of the term as we

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
		deem appropriate: (a) to replace your Retread Shop or you; and/or (b) to prepare for any transition that we determine to be necessary or desirable.
d. Termination by franchisee	§ 2.02	If you provide us with six (6) months written notice of non-renewal, your Franchise Agreement will terminate at the end of its term unless we mutually agree to terminate as of a different date.
e. Termination by franchisor without cause	None	Not Applicable
f. Termination by franchisor with cause	§ 13	We can terminate the Franchise Agreement only for certain causes.
g. "Cause" defined – curable defaults	§§ 13.02(i); 13.02(j); 13.02(l)	You have 10 days to cure nonpayment of amounts due to us and 30 days to cure any failure to perform under the Franchise Agreement.
h. "Cause" defined – non-curable defaults	§§ 13.01; 13.02 (a-h); 13.02(k)	Non-curable defaults include failure to open shop, insolvency, abandonment of franchise, material misrepresentation, felony conviction, unauthorized transfer or attempted unauthorized transfer, unauthorized use of Marks or Confidential Information, and repeated defaults.
i. Franchisee's obligations on termination/non-renewal	§§ 14.01; 14.02; 14.03; Equipment Purchase Rider	Your obligations include: pay all amounts due; immediately cease identifying yourself as a MRTI franchisee; discontinue use of Marks; immediately cease using the MRTI Process, the MRTI System, all Confidential Information, the leased MRTI Equipment and the computer software; return our signs, marketing materials and leased equipment; furnish proof of compliance with termination/expiration obligations within 30 days after termination/expiration.
j. Assignment of contract by franchisor	§ 12.06	We have the right to transfer or assign all or any part of our rights and obligations.
k. "Transfer" by franchisee – defined	§ 1.01; 12.01	Includes voluntary or involuntary, direct or indirect, sale assignment, transfer or other disposition of the

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
		Agreement, any right under this Agreement or any change in ownership.
l. Franchisor approval of transfer by franchisee	§ 12.01	Any transfer or assignment is subject to our right of first refusal. We must approve all transfers, but will not unreasonably withhold approval.
m. Conditions for franchisor approval of transfer	§ 12.02	You must be in compliance with the Franchise Agreement, provide at least 60 days' written notice of any proposed transfer, and sign a general release and non-compete agreement. Transferee must provide all requested information, upgrade shop premises, enroll in training and pay current assignment fee. Transferee, its owners, and its affiliates must not operate a Competitive Business.
n. Franchisor's right of first refusal to buy franchisee's business	§ 12.04	We can match any offer for your business from a bona fide purchaser within 30 days of receipt of written notice.
o. Franchisor's option to buy franchisee's business	None	Not Applicable
p. Franchisee's death or disability	§ 12.03	Upon death or disability, rights under the Franchise Agreement to be transferred to an approved third party within 9 months.
q. Non-competition covenants during term of the franchise	§ 10.02; 10.03; Personal Covenants	Without our consent, you, your Owners, guarantors and Affiliates, as well as Controlling Persons (as defined in the Agreement), may not own, directly or indirectly any legal or beneficial interest in, enter into any agreement to sell or transfer any legal or beneficial interest in you or your assets to, nor render services or give advice to, any Competitive Business (as defined in the Franchise Agreement) or to any entity that grants franchises, licenses or other interests to others to operate any Competitive Business; or divert or attempt to divert any business to any competitor, except in limited circumstances, with respect to servicing of national fleet accounts.

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
r. Non-competition covenants after franchise is terminated or expires	None	Not Applicable
s. Modification of the agreement	§ 16.10	No modification except by written agreement signed by you and us.
t. Integration/merger clause	§ 16.10	The Franchise Agreement includes introductions, personal guarantees, schedules, riders and operating manual.
u. Dispute resolution by arbitration or mediation	§ 16.17	Binding arbitration in the state and county where we have our principal place of business at the time of commencement of arbitration.
v. Choice of forum	§ 16.02	The state or federal court in the judicial district in which we have our principal place of business at the time of commencement of the proceedings.
w. Choice of law	§ 16.01	South Carolina Law

Item 18

PUBLIC FIGURES

We do not use any public figure to promote our franchises.

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

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned for franchised outlets. We also do not authorize our employees or representative to make any such representations either orally or in writing. If you are purchasing an existing 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 us by contacting the President of MRTI at 1 Parkway South, Greenville, SC 29615-5095, (864) 458-5000, the Federal Trade Commission at 600 Pennsylvania Avenue NW, Washington DC 20580, and the appropriate state regulatory agencies

Item 20

OUTLETS AND FRANCHISEE INFORMATION

Table No. 1

System-Wide Outlet Summary for Years December 2023 to December 2025

Column 1	Column 2	Column 3	Column 4	Column 5
Outlet Type	**Year**	**Outlets at the Start of the Year**	**Outlets at the End of the Year**	**Net Change**
Franchised	2023	46	45	-1
	2024	45	44	-1
	2025	44	41	-3
Affiliate-Owned	2023	0	0	0
	2024	0	0	0
	2025	0	0	0
Total Outlets	**2023**	**46**	**45**	**-1**
	2024	**45**	**44**	**-1**
	2025	**44**	**41**	**-3**

Table No. 2

Transfers of Outlets from Franchisees to New Owners (Other than the Company) for Years December 2023 to December 2025

Column 1	Column 2	Column 3
State	**Year**	**Number of Transfers**
California	2023	0
	2024	1
	2025	0
Colorado	2023	0
	2024	1
	2025	0
Idaho	2023	0
	2024	1
	2025	0
Michigan	2023	0
	2024	0
	2025	1
Utah	2023	0
	2024	2
	2025	0
Totals	**2023**	**0**
	2024	**5**
	2025	**1**

Table No. 3

Status of Franchised Outlets for Years December 2023 to December 2025

Column 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Column 7	Col. 8	Col. 9
State	**Year**	**Outlets at Start of Year**	**Outlets Opened**	**Termi-nations**	**Non-Renewals**	**Reacquired by Company**	**Ceased Opera-tions – Other Reasons**	**Outlets at End of the Year**
Arizona	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Arkansas	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
California	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	1	2	0	0	0	2
Colorado	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Florida	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Georgia	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Idaho	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Illinois	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Indiana	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Iowa	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Maine	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1

Column 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Column 7	Col. 8	Col. 9
State	Year	Outlets at Start of Year	Outlets Opened	Termi-nations	Non-Renewals	Reacquired by Company	Ceased Opera-tions – Other Reasons	Outlets at End of the Year
Massachusetts	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Michigan	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Minnesota	2023	1	0	0	0	0	1	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Mississippi	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Missouri	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3
Nebraska	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
North Carolina	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	1	2
	2025	2	0	0	0	0	0	2
Ohio	2023	4	0	0	0	0	0	4
	2024	4	0	0	0	0	0	4
	2025	4	0	0	0	0	0	4
Oklahoma	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Oregon	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Pennsylvania	2023	4	0	0	0	0	0	4
	2024	4	0	0	0	0	0	4
	2025	4	0	1	0	0	0	3
South Carolina	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1

Column 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Column 7	Col. 8	Col. 9
State	**Year**	**Outlets at Start of Year**	**Outlets Opened**	**Termi-nations**	**Non-Renewals**	**Reacquired by Company**	**Ceased Opera-tions – Other Reasons**	**Outlets at End of the Year**
Texas	2023	5	0	0	0	0	0	5
	2024	5	0	0	0	0	0	5
	2025	5	0	1	0	0	0	4
Utah	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Virginia	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Wisconsin	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Totals	**2023**	**46**	**0**	**0**	**0**	**0**	**1**	**45**
	2024	**45**	**0**	**0**	**0**	**0**	**1**	**44**
	2025	**44**	**1**	**4**	**0**	**0**	**0**	**41**

Note: States not listed had no activity for the three-year period indicated.

Table No. 4

Status of Affiliate-Owned Outlets
for Years December 2023 to December 2025

Column 1	Col. 2	Col. 3	Column 4	Column 5	Column 6	Column 7	Column 8
State	**Year**	**Outlets at Start of Year**	**Outlets Opened**	**Outlets Reacquired from Franchisee**	**Outlets Closed**	**Outlets Sold to Franchisee**	**Outlets at End of the Year**
All States	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
Totals	**2023**	**0**	**0**	**0**	**0**	**0**	**0**
	2024	**0**	**0**	**0**	**0**	**0**	**0**
	2025	**0**	**0**	**0**	**0**	**0**	**0**

Table No. 5

Projected Openings as of December 31, 2025

Column 1	Column 2	Column 3	Column 4
State	**Franchise Agreements Signed But Outlet Not Opened**	**Projected New Franchised Outlet in the Next Fiscal Year**	**Projected New Affiliate-Owned Outlet in the Next Fiscal Year**
Total	**0**	**0**	**0**

Note: States not listed have no projected openings for 2026.

Exhibit H is a list of franchisees as of December 31, 2025. Exhibit H also lists the franchisees which have had a Franchise Agreement terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the past year, or have failed to communicate with us within 10 weeks of the date of this Disclosure Document.

In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with us. 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.

Item 21

FINANCIAL STATEMENTS

MRTI's audited financial statements as of December 31, 2025, 2024 and 2023 are attached as Exhibit J. Our fiscal year end is December 31.

Item 22

CONTRACTS

The following contracts are attached as exhibits to this Disclosure Document:

A.	Franchise Application
A-1	Confidentiality, Non-Use and Non-Disclosure Agreement
B.	Franchise Agreement with Schedules and Exhibits
B-1	Personal Guaranty of Franchisee's Obligations
B-2	Personal Covenants
B-3	MRTI Equipment Purchase Rider
C.	MRTI Equipment Purchase Verification
D.	Non-Exclusive Software License
D-1	Bib Tread NEXT™ Software License Agreement
E.	Promissory Note and Loan and Security Agreement
F.	Financing Guaranty
L.	Riders to the Franchise Agreement

Item 23

RECEIPTS

Exhibit M contains detachable documents acknowledging your receipt of this Disclosure Document. You must sign both copies, keep one copy for your records, and return one copy to us at the address provided to you.

EXHIBIT A

FRANCHISE APPLICATION

FRANCHISE APPLICATION

The undersigned ("Applicant") does hereby apply to Michelin Retread Technologies, Inc. ("MRTI") for a tire retread franchise to be operated in the following general area: _____ (the "Shop Location Area").

Applicant acknowledges and agrees that MRTI has granted no rights whatsoever to the Applicant with respect to the Shop Location Area and that MRTI now or in the future may open and operate, and grant to others the right to own and operate, tire retread shops within the Shop Location Area, subject to any contrary provisions contained in any now existing or future franchise agreements entered into with Applicant.

Applicant represents and warrants that the information contained in the attached Franchise Application Form is true and correct and fairly reflects Applicant's financial position as of the date hereof.

Applicant understands that MRTI has the right to deny this application if any of the following events occurs:

1. MRTI determines that the information in the attached Franchise Application Form is not true and correct or does not fairly reflect the financial condition of the Applicant, or that the Applicant is not financially qualified to purchase a MRTI retread franchise.

2. MRTI determines for whatever reason that the awarding of a MRTI retread franchise would not be in the best interest of the Applicant or MRTI.

The above determinations are to be made solely at the discretion of MRTI, and Applicant agrees MRTI will have no liability for any denial of the application.

If the application is approved, MRTI will offer Applicant a MRTI retread franchise by delivering its then-current form of standard franchise agreement, together with all standard ancillary documents (including schedules, appendices, riders, personal guarantees and other related documents) that it then customarily uses in granting Michelin retread franchises. The franchise agreement and ancillary documents must be duly executed and returned not earlier than 14 days and not later than 15 business days after they are delivered. If MRTI does not receive the fully executed franchise agreement and ancillary documents, as above provided, MRTI may revoke its offer to grant a MRTI retread franchise to Applicant by notifying Applicant in writing.

This application does not confer any rights relating to MRTI's trademarks, service marks or proprietary or confidential information. Any proprietary or confidential information provided by MRTI to the Applicant is solely for the purpose of Applicant's evaluating a MRTI retread franchise. Applicant acknowledges that any rights to use such information may be derived only pursuant to an executed franchise agreement, and that unauthorized disclosure or use, either directly or indirectly, of such information by the Applicant would constitute an infringement of MRTI's rights thereto and result in irreparable injury to MRTI for which there is no adequate remedy at law.

This Application is effective on the date it is acknowledged by MRTI.

APPLICANT(S):

_____

_____

_____

ACKNOWLEDGED by Michelin Retread Technologies, Inc., this ____ day of _____, 20___.

MICHELIN RETREAD TECHNOLOGIES, INC.

By:_____

Its:_____

EXHIBIT A-1

CONFIDENTIALITY, NON-USE AND NON-DISCLOSURE AGREEMENT

CONFIDENTIALITY, NONUSE AND NON-DISCLOSURE AGREEMENT

This Confidentiality, Nonuse and Non-Disclosure Agreement (this "Agreement") is entered into by and between Michelin Retread Technologies, Inc., with offices located at 101 Harrison Bridge Road, Simpsonville, South Carolina 29681 (hereinafter referred to as "MRT"), and _____, with offices located at _____ (hereinafter referred to as "COMPANY"). MRT and COMPANY are each individually a "Party" and collectively referred to as the "Parties."

START DATE	[INSERT DATE]
DISCLOSURE PERIOD	Two years beginning on the START DATE and extending through [INSERT DATE]
CONFIDENTIALITY AND NONUSE PERIOD	Five years beginning on the START DATE and extending through [INSERT DATE]

1. Definitions.

   a. "Confidential Information" means any information disclosed by MRT, or its Affiliates, under this Agreement, which is disclosed in writing or as a tangible item, disclosed in non-tangible form, or disclosed in any other manner, whether expressly revealed to COMPANY or otherwise discovered by COMPANY, including, without limitation, software, material and/or product samples, any deliverable resulting from the relationship between the Parties, and business or technical data, information or experience.

   b. MRT is the "Discloser" who discloses Confidential Information to Recipient.

   c. COMPANY is the "Recipient" who receives Confidential Information from Discloser.

   d. "Affiliates" mean for each Party any corporation or other business entity which controls, or is controlled by, or is under common control with that Party. The terms "control" and "controlled by" as used with respect to any entity, means the ownership, directly or indirectly, of a majority of the assets or voting stock of such entity.

   e. "Third Party" means any person or entity that is not a party to this Agreement or an Affiliate.

2. Purpose. The Parties desire to engage in discussions pertaining to the creation or renewal of a franchisor/franchisee relationship between MRT and Company and subsequent franchisor/franchisee relationship if created (hereinafter referred to as the "Purpose"). In connection with the Purpose, MRT may disclose and COMPANY may receive certain Confidential Information subject to the terms of this Agreement.

3. Recipient Obligations. Recipient shall (i) protect and safeguard the confidentiality of the Confidential Information, and any authorized copies of such, with at least the same degree of care as the Recipient would protect its own confidential information, but in no event with less than a reasonable degree of care; and (ii) use the Confidential Information acquired pursuant to this Agreement solely to execute the Purpose and for the sole benefit of Discloser. Specifically, Recipient:

   a. shall restrict the custody, possession, knowledge, development, compilation, preparation and use of the Confidential Information to its employees and/or agents who are directly involved in the Purpose to the extent that they need such Confidential Information in order to execute the Purpose;

b. shall ensure there is a clear understanding by such employees and/or agents of their duty to observe the nondisclosure and nonuse obligations of this Agreement both during and after their employment or relationship with Recipient;

c. shall not disclose the Confidential Information to any Third Party unless specifically authorized to do so in writing by Discloser and the Third Party executes Appendix A hereto; and

d. shall maintain all samples, if any, in confidence and shall not reverse engineer such samples or have any Third Party reverse engineer such samples.

4. Affiliate Obligations. Notwithstanding the foregoing, so long as an Affiliate of a Party has agreed to be bound by this Agreement (hereinafter referred to as "Bound Affiliate"), MRT and its Bound Affiliate(s) may disclose Confidential Information as Discloser to the other Party and/or that Party's Bound Affiliate(s) and COMPANY and its Bound Affiliate(s) shall receive such Confidential Information as Recipient, but only to the extent such disclosure and receipt is in accordance with the terms of this Agreement and necessary to execute the Purpose. The Parties accept responsibility that its Bound Affiliates will abide by this Agreement.

5. Disclosure by Recipient's Employees, Agents, or Subcontractors. For the purpose of this Agreement, any disclosure of Confidential Information by Recipient's employees, agents or subcontractors (whether or not such disclosure occurs within the scope of such person's employment) shall be deemed to be Recipient's disclosure, and Recipient shall be liable to Discloser in accordance with the terms of this Agreement to the same extent that the Recipient would be liable as if such disclosure were Recipient's own.

6. Exceptions. There are no obligations upon Recipient with respect to Confidential Information that is demonstrated by Recipient as being:

a. publicly available at the time of disclosure or becomes part of the public domain after disclosure through no act or omission by Recipient;

b. in Recipient's possession, as shown by written records, prior to the disclosure thereof to Recipient;

c. is received from a Third Party who has a right to disclose the information;

d. disclosed by Recipient with Discloser's prior written approval;

e. required to be disclosed by law, court order or other lawful government action, but only to the extent so ordered or compelled by law, and provided that Recipient shall notify Discloser, in advance of any disclosure, so that Discloser may attempt to obtain a protective order; or

f. independently developed by Recipient, Recipient's employees, or Recipient's agents without access to Discloser's Confidential Information, as shown by the written records of Recipient.

7. Public Domain and Burden of Proof. Confidential Information supplied by Discloser to Recipient shall not be deemed to be publicly available or in Recipient's possession merely because it is embraced by general disclosures in the public domain or is publicly known in individual pieces or segments. Further, the burden of proof relating to a claim of non-confidentiality of any item of information shall rest on Recipient, and such proof shall be established by clear and convincing evidence.

8. No Obligations on Discloser. MRT has no obligations under this Agreement with respect to any information COMPANY discloses to MRT or uses or applies to execute the Purpose. If COMPANY desires to obligate MRT with respect to any of COMPANY's information, MRT must first agree in writing to the terms and conditions prior to the disclosure of the information.

9. Term and Termination.

   a. This Agreement controls Confidential Information disclosed during the DISCLOSURE PERIOD, unless terminated earlier by either Party.

   b. A Party may terminate this Agreement at any time upon thirty (30) days advance written notice to the other Party. Expiration or termination of this Agreement will not affect the rights and obligations of the Parties regarding Confidential Information disclosed prior to expiration or termination of this Agreement.

   c. Recipient's nondisclosure and nonuse obligations pertaining to Confidential Information disclosed under this Agreement extends from the START DATE until the end of the CONFIDENTIALITY AND NONUSE PERIOD. Such obligations are in addition to, not exclusive of, any and all of Recipient's other obligations and duties to Discloser, whether express or implied, in fact or in law.

10. Return of Confidential Information. Upon receipt of written request from Discloser prior to the expiration of the CONFIDENTIALITY AND NONUSE PERIOD, and upon the expiration of the CONFIDENTIALITY AND NONUSE PERIOD, Recipient shall promptly return to the Discloser all copies of writings and other materials, including any samples, in its possession or control that contain Confidential Information received from Discloser under this Agreement, or destroy all the copies and certify in writing to the Discloser that the Confidential Information has been destroyed.

11. Term Deemed Extended. In the event that the DISCLOSURE PERIOD under this Agreement expires during the pendency of an agreement between the Parties, the DISCLOSURE PERIOD of this Agreement shall be deemed to continue through the expiration of such agreement. Further, in the event an agreement between the parties is extended, this Agreement shall also be deemed extended and the new START DATE of this Agreement shall be the date such extension was executed.

12. Ownership of Confidential Information. This Agreement shall not be construed as a permit, license, or a grant of any right by Discloser to Recipient to use the Discloser's Confidential Information except as specifically stated herein. All Confidential Information disclosed to Recipient shall remain the property of Discloser.

13. No Additional Obligations. This Agreement will not be construed in any manner to be an obligation to enter into any subsequent agreement(s).

14. Relationship and Publicity of Relationship. The relationship between the Parties under this Agreement shall be that of independent contractors. Further, COMPANY shall not publicly announce or disclose the existence of its relationship with MRT, this Agreement or its terms and conditions, or advertise or release any publicity regarding its relationship with MRT or this Agreement, without the prior written consent of MRT.

15. Warranty Disclaimer. The disclosure of any Confidential Information by MRT to COMPANY hereunder will not constitute any representation, warranty, assurance, guarantee or inducement to COMPANY. CONFIDENTIAL INFORMATION IS PROVIDED "AS IS."

16. Liability. In the event of a breach or threatened breach of the Agreement, monetary damages may not be adequate; therefore, Discloser shall be entitled to seek preliminary and permanent injunctive relief to enforce any provision of the Agreement, but nothing herein shall preclude Discloser from pursuing any action or other remedy for any breach or threatened breach of this Agreement. In the event Discloser prevails in any such action, Discloser shall be entitled to recover from the Recipient all attorneys' fees and costs incurred in connection herewith.

17. Governing Law. The Parties agree that this Agreement will be construed in accordance with the laws of South Carolina without regard to its conflict of laws principles and that any dispute arising hereunder shall be submitted only to a state court of competent jurisdiction in the County of Greenville in the state of South Carolina, to whose jurisdiction the Parties consent.

18. Compliance with Export Laws. Recipient represents that it will comply with all applicable import and export laws. Further, Recipient shall not export, disclose, furnish or otherwise provide any article, technical data, technology, defense service, or technical assistance of Discloser to any country to which such export is restricted or prohibited, or to any foreign person or entity, whether within the U.S. or abroad without obtaining, in advance, appropriate U.S. Government export authorization.

19. Assignment. COMPANY will not assign or transfer its rights or obligations under this Agreement without the prior written consent of MRT. Any purported assignment of this Agreement without the written consent of MRT shall be void and in no event will COMPANY be relieved of the provisions of this Agreement by virtue of any purported assignment hereof.

20. Entirety. This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained in this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the subject matter. In order to be binding, all modifications, alterations or amendments to this Agreement must be made in writing and signed by authorized representatives of the Parties.

21. Severability. The provisions of this Agreement are to be construed separately and if any one or more of the provisions hereof are not given legal effect by a court of competent jurisdiction, such provision(s) shall drop out of the Agreement and the Agreement shall be construed and enforced as it is written without such provision(s).

22. Execution by Counterparts. Any combination of counterparts executed by the Parties, when taken together, shall constitute one and the same instrument, and such counterparts and any copy thereof shall be valid and enforceable against the Parties. The Parties may electronically or manually sign the Agreement or any amendment thereof, and an executed counterpart or copy thereof delivered by facsimile or email shall be valid and enforceable against the executing Party.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives as of the dates indicated below.

[INSERT COMPANY NAME]	MICHELIN RETREAD TECHNOLOGIES, INC., a Delaware corporation
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

APPENDIX A
TO
CONFIDENTIALITY, NON-USE AND NON-DISCLOSURE AGREEMENT

THE UNDERSIGNED ACKNOWLEDGE INDIVIDUALLY THAT THEY HAVE READ AND UNDERSTAND THE PROVISIONS OF THE FOREGOING AGREEMENT, AND IN CONSIDERATION OF MRT'S GRANTING THE UNDERSIGNED ACCESS TO THE CONFIDENTIAL INFORMATION AS DEFINED IN THE AGREEMENT ABOVE, THE UNDERSIGNED AGREE, INDIVIDUALLY, WITH COMPANY AND THE OTHER COMPANY PARTIES, AND WITH MRT, TO BE BOUND BY THE PROVISIONS OF THE FOREGOING AGREEMENT. THE UNDERSIGNED'S AGREEMENT TO THE FOREGOING IS SEPARATE AND APART FROM THE COMPANY'S AND THE OTHER COMPANY PARTIES' AGREEMENT WITH MRT AND SHALL BE SEPARATELY ENFORCEABLE BY MRT.

Name:_____	Name:_____
Signature:_____	Signature:_____
Title:_____	Title:_____
Date:_____	Date:_____
Name:_____	Name:_____
Signature:_____	Signature:_____
Title:_____	Title:_____
Date:_____	Date:_____
Name:_____	Name:_____
Signature:_____	Signature:_____
Title:_____	Title:_____
Date:_____	Date:_____

EXHIBIT B

FRANCHISE AGREEMENT

MICHELIN RETREAD TECHNOLOGIES, INC.
FRANCHISE AGREEMENT

_____

FRANCHISEE

_____

SHOP ADDRESS

_____

EFFECTIVE DATE

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SCHEDULE 1 A-1

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Personal Guaranty of Franchisee's Obligations

Personal Covenants

MRTI Equipment Purchase Rider

MICHELIN RETREAD TECHNOLOGIES, INC.

FRANCHISE AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____ 20____ ("Effective Date") by and between **MICHELIN RETREAD TECHNOLOGIES, INC.**, a Delaware corporation, with offices at 101 Harrison Bridge Road, Simpsonville, South Carolina 29681 ("MRTI" or "Franchisor") and _____, a(n) _____, with its principal place of business located at _____ ("Franchisee").

1. INTRODUCTION.

1.01 Certain Definitions. The terms listed below have the meanings which follow them and include the plural as well as the singular. Other terms are defined elsewhere in this Agreement in the context in which they arise.

"Affiliate" – Any person or entity that directly or indirectly owns or controls the referenced party, that is directly or indirectly owned or controlled by the referenced party, or that is under common control with the referenced party. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise, as determined by MRTI in its Reasonable Business Judgment.

"Agreement Year" – Each twelve (12) month period starting on the Opening Date or an anniversary of the Opening Date.

"Competitive Business" – Any tire retreading facility or other business that uses a mold-cured, pre-cured or other similar technology for tire retreading or any other business that is the same as or similar to the Michelin Retread Shop concept, as it evolves or changes over time. Restrictions in this Agreement on competitive activities do not apply to the ownership of shares of a class of securities that are listed on a stock exchange or traded on the over-the-counter market and that represent less than five percent (5%) of that class of securities.

"Confidential Information" – Proprietary, confidential and trade secret information relating to the development and operation of Michelin Retread Shops, including: (a) the MRTI Process; (b) MRTI Equipment designs and layouts; (c) composition of MRTI Rubber Products; (d) marketing and sales programs for new and retreaded tires, including, without limitation, marketing, sales, and pricing information for MNA National Account Customers, all Transaction Documents and all terms thereof; (e) MRTI Rubber Products ordering and inventorying procedures; (f) knowledge of operating results and financial performance of Michelin Retread Shops, other than such shops owned by Franchisee; (g) methods for technical and sales training of personnel; (h) computer programs and systems; (i) tire adjustment data and analyses; (j) commercial and marketing information and strategies, and similar competitive commercial information, including, without limitation, such information as it pertains to MNA National Account Customers, all Transaction Documents and all terms thereof; (k) technical bulletins and any information, without regard to form, belonging to MRTI or licensed by it including, formulae, patterns, compilations, programs, devices, methods, techniques, or processes; and (l) MNA, MRTI, or MCSN customer lists, including National Account Customers, provided, however, that "Confidential Information" shall not include any information which Franchisee can show: (i) is generally known

to the industry or the public through no act or fault of Franchisee (except when such information is used in a confidential and proprietary manner by MRTI), (ii) is received in good faith from any third party who has the right to disclose such information and who has not received such information, either directly or indirectly, from MRTI, or (iii) was in Franchisee's legitimate possession prior to the time of entering this Agreement.

"Controlling Persons" – A person or entity who owns 5% or more of the stock, assets or shares of a corporation or other entity.

"Dealer Sales Agreement" – The new tire commercial/customer agreement between Franchisee and MNA, any amendments or addenda or exhibits thereto, any related sales programs, and any other agreement incorporating or incorporated therein.

"Effective Date" – The effective date of this Agreement, as listed in the Preamble and cover page hereto.

"Franchisee" – The individual or entity identified as "Franchisee" in the introductory paragraph of this Agreement.

"Marks" – The trademarks and service marks used to identify the products and/or services authorized by MRTI for use in accordance with this Agreement from time to time. Such Marks currently include MICHELIN® and associated logo, MICHELIN RETREAD TECHNOLOGIES™ and associated logo, (including any subsequent revision or replacement of these logos), and PRE-MOLD™ for the pre-cured process.

"MNA" – Michelin North America, Inc.

"MRTI Equipment" – Equipment for inspecting, repairing and retreading tire casings, as specifically identified in Schedule 1, attached hereto and incorporated herein by reference, including all replacement parts, additions, repairs, software and accessories incorporated therein or attached thereto.

"MRTI Process" – Mold-cured and pre-cured truck tire retreading technology that uses: (a) patented and proprietary tire retreading processes; (b) MRTI Equipment for inspecting, repairing and retreading tire casings; (c) MRTI Rubber Products; and (d) proprietary work methods and procedures.

"MRTI Rubber Products" – Michelin Rubber and specially formulated related materials, such as cushion rubber, cushion gums and other adhesives, repair gums, filling materials, special extrusions, cements and other rubber materials which MRTI may modify, substitute or add to, as designated from time to time.

"MRTI System" – A comprehensive business system for using the MRTI Process in tire retreading shops which, in addition to the MRTI Process and the Marks, includes Confidential Information and certain other operational and business standards and policies, and all of which MRTI may further develop, improve or otherwise modify from time to time.

"Michelin Retread Shops" – Tire retreading facilities which MRTI or any authorized MRTI franchisee owns or operates and which use the MRTI System.

"Michelin Rubber" – Specially formulated MICHELIN® tread rubber and other tread rubber specified by MRTI.

"Opening Date" – For a new Shop just being installed pursuant to this Agreement, "Opening Date" means the date MRTI notifies Franchisee in writing that the Shop meets MRTI's requirements for opening pursuant to Section 3.02. For an existing Shop covered by a previous franchise agreement with MRTI, "Opening Date" means the date set forth in the first paragraph on page one of this Agreement.

"Operating Manual" – MRTI's confidential operating manual, as amended from time to time, which may consist of one or more manuals, containing certain Confidential Information, MRTI's mandatory and suggested standards and operating procedures relating to the development and operation of Michelin Retread Shops and other information relating to Franchisee's obligations under the Transaction Documents. The term "Operating Manual" also includes alternative or supplemental means of communicating such information to Franchisee, including bulletins, videotapes, audio tapes, compact discs, computer diskettes, CD ROMs and electronic communications.

"Owner" – Each person who has a direct or indirect legal or beneficial ownership interest in Franchisee, if Franchisee is a business corporation, partnership, limited liability company or other legal entity.

"PMSI Collateral" – All MRTI Rubber Products sold to Franchisee on credit, together with any and all proceeds thereof, as contemplated in Section 8.04.

"Reasonable Business Judgment" – The standard applied by MRTI in the exercise of its rights, obligations and discretion under this Agreement, except where otherwise indicated. Reasonable Business Judgment means MRTI's determinations shall prevail even in cases where other alternatives are reasonable, so long as MRTI is intending to benefit, or is acting in a way that could benefit the MRTI System or Michelin Retread Shops generally, to enhance the value of the Marks, increase customer satisfaction, or to minimize customer brand or location confusion (provided that MRTI shall always have the right to reduce, eliminate or modify a program or a benefit which it has voluntarily provided without obligation to do so under this Agreement). MRTI shall not be required to consider Franchisee's particular economic or other circumstances when exercising its Reasonable Business Judgment. Neither Franchisee nor any third party shall be entitled to substitute its judgment for a judgment that MRTI has made in its Reasonable Business Judgment.

"Shop" – The Michelin Retread Shop operated by Franchisee and the premises on which it is located, as identified in Section 2.01 pursuant to this Agreement. The Shop will utilize the PRE-MOLD™ retreading process, as set forth in this Agreement.

"Transaction Documents" – This Agreement, with exhibits and appendices, any amendments or addenda thereto, any equipment leases or licenses, service agreements, software licenses and equipment purchase agreements, the Dealer Sales Agreement (including, without limitation, any related sales programs), any letter or incentive agreements between the parties and any other agreement incorporating or incorporated into this Agreement between MRTI and its Affiliates on the one hand and Franchisee and its Affiliates on the other hand.

"Transfer of the Franchise" – The voluntary or involuntary, direct or indirect, sale, assignment, transfer or other disposition of this Agreement, any right under this Agreement, or any form of ownership or equity interest in Franchisee or the assets, revenues or income of the Shop or Franchisee, including, but not limited

to: (a) any transfer, redemption or issuance of a legal or beneficial ownership interest in the capital stock of or other ownership interests in Franchisee; (b) any merger or consolidation of Franchisee, whether or not Franchisee is the surviving entity; (c) any sale, transfer or other disposition of the assets of the Shop, other than the sale of inventory in the ordinary course of business; (d) any transfer in, or as a result of, a divorce, insolvency, corporate or partnership or similar dissolution proceeding or otherwise by operation of law; (e) any transfer upon the death of Franchisee or any Owner of Franchisee by will, declaration of or transfer in trust or under the laws of intestate succession; or (f) any foreclosure upon the Shop or the transfer, surrender or loss by Franchisee of possession, control or management of the Shop.

1.02 MRTI's Right to License. MRTI has the right to use, license and/or sublicense the MRTI System for use at Michelin Retread Shops.

2. GRANT OF RIGHTS/TERM.

2.01 Type of Franchise/Location. Subject to the terms of this Agreement, MRTI grants Franchisee the right, and Franchisee assumes the obligation, to operate one Shop at the following identified premises _____ for the Term (as defined below).

MRTI grants Franchisee the right, in connection with the Shop, to use that portion of the MRTI System and Marks authorized for the PRE-MOLD™ retreading process.

Franchisee is granted the right to use the MRTI Equipment, which is selected based on the type of retreading process authorized above, solely in connection with the Shop.

Franchisee's rights under this Agreement are non-exclusive and do not in any manner include area rights, market rights, territorial rights or a protected area. MRTI is not restricted in any manner from licensing to others or operating itself other Michelin Retread Shops anywhere in the world including in the vicinity or market area of the Shop, as determined by MRTI in its sole discretion. Franchisee's rights hereunder are limited to using the MRTI Equipment and MRTI System only at the Shop, and Franchisee may not relocate the Shop or the MRTI Equipment without MRTI's prior written consent. All products made at the Shop, using MRTI Equipment, or using the MRTI System are to be sold (directly or indirectly) only within the United States and are, therefore, prohibited for sale in Canada, Mexico or anywhere else in the world outside the United States without MRTI's prior written consent. This Agreement does not grant or imply any option, right of first refusal or similar right to acquire additional franchises for Michelin Retread Shops. Franchisee has no unilateral right to renew this Agreement or to extend its Term on expiration. Instead, subject to applicable law, if both parties determine to extend their relationship, they may do so on such terms and conditions as mutually agreed.

2.02 Term and Renewal. The term of this Agreement shall commence on the Effective Date and expire on the _____ anniversary of the Opening Date (the "Term"), unless this Agreement is sooner terminated as provided herein and provided that Franchisee is an authorized MRTI franchisee in good standing and not in default under any of the Transaction Documents (the "**Term**"). The Agreement will automatically renew for a five (5) year term unless MRTI or Franchisee gives the other party written notice of the non-renewal of the Franchise at least six (6) months prior to the end of the Term. Notice of non-renewal of the Franchise shall result in termination of the Franchise at the end of the Term, unless the parties mutually agree to terminate as of a different date. The parties agree and acknowledge that Franchisor may require as a condition of renewal the fulfillment of the following conditions (all of which are agreed to be reasonable) (i) that Franchisee and its Affiliates execute general releases on or about the expiration date of the Term, in a form and substance

satisfactory to Franchisor, of any and all claims against Franchisor and its Affiliates, and their respective officers, directors, agents, and employees, and (ii) that Franchisee execute the then-current form of Michelin Retread Shop Franchise Agreement offered by Franchisor, the terms of which may differ from the terms of this Agreement. If either MRTI or Franchisee elects not to renew the Franchise, MRTI may take such actions prior to expiration as it deems appropriate: (a) to replace Franchisee's MRTI Shop or Franchisee; and/or (b) to prepare for any transition that MRTI determines to be necessary or desirable.

2.03 MRTI's Reservation of Rights. MRTI, for itself and on behalf of its Affiliates, retains all rights and discretion with respect to the Marks, the MRTI Process, the MRTI Equipment, the MRTI System and Michelin Retread Shops anywhere in the world, including, the right to:

(a) operate, and grant to others the right to operate, Michelin Retread Shops at such locations and on such terms and conditions as MRTI deems appropriate, in MRTI's sole discretion;

(b) offer and sell to any party products and services identified by the Marks or other trademarks or service marks, including new tires, repaired tires, retreaded tires, used tire casings and, tire repair services, at any location anywhere in the world. Franchisee expressly acknowledges and agrees that MICHELIN® truck tire dealers or MICHELIN® passenger car tire dealers may currently or in the future be located in close vicinity of the Shop;

(c) amend, modify and discontinue any programs or policies offered in connection with this Agreement;

(d) test market new concepts or products at one or more Michelin Retread Shops or elsewhere without having to grant Franchisee any right to use such concepts or products; and

(e) operate, and grant to others the right to operate, tire retreading facilities identified by trademarks or service marks, other than the Marks, pursuant to such terms and conditions as MRTI deems appropriate, in MRTI's sole discretion.

2.04 MRTI's Liability Disclaimer. MRTI's authorization to operate a Michelin Retread Shop from the particular premises of the Shop does not constitute a warranty or representation of any kind, express or implied, as to the suitability of such premises for a Michelin Retread Shop or for any other purpose. MRTI's authorization merely signifies that MRTI is willing to grant a franchise for a Michelin Retread Shop located at the identified premises. Franchisee's decision to develop and operate a Michelin Retread Shop is based solely on its own independent investigation and judgment of the suitability of the premises of the Shop.

2.05 Initial Fee. Upon execution of this Agreement, Franchisee shall pay to MRTI an initial franchise fee of $2,500 (regardless of the number of Retread Shop locations). The initial franchise fee is non-refundable, and charged on a per Franchise basis (regardless of the number of Retread Shop locations operated by Franchisee). This fee is payment, in part, for expenses incurred by Franchisor in furnishing assistance and services to Franchisee as set forth in this Agreement and for costs incurred by Franchisor including, but not limited to, general sales and marketing expenses, training, legal, accountant and other professional fees.

3. DEVELOPMENT OF THE SHOP.

3.01 Purchase or Lease of Shop Premises. With respect to a new Michelin Retread Shop, if Franchisee leases the premises of the Shop, Franchisee shall do so within sixty (60) days after execution of this Agreement; if Franchisee purchases the premises, Franchisee shall do so within ninety (90) days after execution of this Agreement. If Franchisee owns or will own the proposed premises of the Shop, Franchisee shall obtain from each existing or future lender to Franchisee who is secured or to be secured by a lien on the premises an acknowledgment and waiver, in form and content satisfactory to MRTI, that the PMSI Collateral is not and will not become fixtures associated with the premises, and that the lender to Franchisee who is secured or to be secured by a lien on the premises waives every lien, encumbrance or other interest of such lender in or to the PMSI Collateral. If Franchisee leases or will lease the proposed premises of the Shop, Franchisee shall obtain from the lessor of the premises, a waiver, in form and content satisfactory to MRTI and its Affiliates, of any and all landlord's liens, rights to distrain and similar restrictions, whether contractual or statutory or arising at common law, to the extent that any of the foregoing would apply to any of the PMSI Collateral; and, in addition, Franchisee shall obtain from any existing or future lender to such lessor secured or to be secured by a lien on the premises an acknowledgment and waiver, in form and content satisfactory to MRTI, in MRTI's sole discretion, that the PMSI Collateral is not and will not become fixtures associated with the premises, and that the lender to such lessor secured or to be secured by a lien on the premises waives every lien, encumbrance or other interest of such lender in or to the PMSI Collateral.

3.02 Development and Opening of the Shop/Installation of MRTI Equipment. With respect to a new Michelin Retread Shop, Franchisee is responsible for developing the premises of the Shop and for all expenses associated with it, other than the MRTI Equipment. MRTI will furnish prototype plans for layout of a Michelin Retread Shop for Franchisee's adaptation to the premises of the Shop. Franchisee agrees to: (a) prepare and submit to MRTI for approval, Franchisee's proposed revised plans for layout and design of the premises of the Shop, which must comply with all applicable laws, ordinances, building codes, permit requirements and lease requirements and restrictions; (b) obtain all required licenses and permits, including licenses issued by the Environmental Protection Agency and building, sign, occupancy and business permits; (c) construct all improvements to the premises in compliance with the plans MRTI approves and in compliance with all applicable laws, ordinances, building codes, permit and license requirements and lease requirements and restrictions; (d) purchase or lease and install all signs and equipment, including the MRTI Equipment; (e) cooperate fully with MRTI and its agents, and provide such assistance as MRTI may require, in connection with the installation of the MRTI Equipment; (f) purchase initial inventory of Michelin Rubber Products; (g) obtain all required insurance policies; and (h) establish minimum recordkeeping and accounting systems conforming to MRTI's requirements.

MRTI will furnish such further guidance in developing the premises of the Shop as MRTI deems appropriate. MRTI will periodically inspect the premises of the Shop during its development at such times as determined by MRTI. MRTI does not, by furnishing prototype plans, by approving Franchisee's plans or specifications, or by inspecting the premises of the Shop, assume any liability or responsibility whatsoever to Franchisee or to any third parties with respect to design, engineering, compliance with applicable laws and regulations, or otherwise.

MRTI shall deliver and install, or cause to be delivered and installed, the MRTI Equipment at the Shop on such time schedules as MRTI deems reasonably appropriate, provided MRTI shall exert reasonable efforts to complete delivery and installation of MRTI Equipment within a reasonable period of time before the opening

of the Shop in accordance with the terms of the Transaction Documents. Franchisee agrees to provide all assistance requested by MRTI and its agents in connection with delivery and installation of the MRTI Equipment. Franchisee agrees to indemnify, defend and hold harmless MRTI, its Affiliates and all their respective directors, officers, employees and agents from any injury, damage, loss, liability or expense incurred in connection with delivery and/or installation of the MRTI Equipment.

MRTI IS NOT THE MANUFACTURER OF THE MAJORITY OF THE MRTI EQUIPMENT, NOR THE MANUFACTURER'S AGENT. MRTI ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES HEREBY EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT TO THE MRTI EQUIPMENT, INCLUDING THE MERCHANTABILITY OF THE MRTI EQUIPMENT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; THE DESIGN OR CONDITION OF THE MRTI EQUIPMENT; THE QUALITY OR CAPACITY OF THE MRTI EQUIPMENT; THE WORKMANSHIP IN THE MRTI EQUIPMENT; COMPLIANCE OF THE MRTI EQUIPMENT WITH THE REQUIREMENTS OF ANY LAW, RULE, OR SPECIFICATION; OR WARRANTY AGAINST PATENT INFRINGEMENT, COPYRIGHT INFRINGEMENT, OR LATENT DEFECT. All such risks, as between MRTI and Franchisee, are to be borne by Franchisee. Franchisee agrees that MRTI provides the MRTI Equipment "as is." MRTI agrees to pass through any manufacturers' warranties to Franchisee, to the extent permitted to do so by the manufacturer. MRTI, in its sole discretion, may offer the original purchaser a written limited warranty on certain parts and service for up to one year from the date of installation, as such warranty may be revised from time to time by MRTI. Neither MRTI nor any of its Affiliates is responsible or liable for any direct, indirect, actual, multiple, punitive, incidental or consequential damages or losses resulting from or relating to the delivery, installation, acceptance, rejection, possession, operation, use, availability of parts, maintenance, repair, condition or return of the MRTI Equipment, such damages hereby waived by Franchisee to the fullest extent permitted by law. This provision applies if this is a new franchise or renewal franchise utilizing MRTI Equipment installed under previous agreements.

Franchisee agrees to start development of the Shop within thirty (30) days after Franchisee has leased or acquired the premises. Franchisee agrees to complete development and have the Shop ready to open for business within three hundred sixty (360) days after the start of development. Any extensions of time are subject to MRTI's prior written approval. The requirement to complete development of the Shop includes obtaining all required construction and other occupancy licenses and permits, cooperating and assisting MRTI with installing all MRTI Equipment, installing required structural elements, other equipment and signs, and doing all other things as may be required pursuant to this Agreement or by practical necessity to have the Shop ready to open for business. The Shop may not be opened for business until MRTI has notified Franchisee that the Shop meets MRTI's requirements for opening. The date MRTI notifies Franchisee in writing that the Shop meets MRTI's requirements for opening shall be deemed the "Opening Date" for purposes of the Transaction Documents.

3.03 Other Equipment and Supplies. Franchisee is responsible for purchasing or leasing all required equipment (other than MRTI Equipment), fixtures, supplies and signs (and related items such as awnings or umbrellas) for the Shop. Franchisee agrees to purchase or lease supplies, signs and equipment, other than MRTI Equipment, of such types, brands and models which meet MRTI's standards and specifications. Franchisee may purchase or lease such types, brands or models of supplies, signs and other equipment only from suppliers acceptable to MRTI. MRTI may from time to time modify the list of accepted types, brands, models of such supplies, signs, equipment and/or suppliers and Franchisee may not, after receipt

of notice of such modification, reorder any type, brand or model, or from any supplier, which is no longer accepted.

If Franchisee proposes to purchase or lease any supplies, signs or equipment, other than MRTI Equipment, of a type, brand or model, or from any supplier, that is not currently accepted by MRTI, Franchisee agrees to notify MRTI and submit such information as MRTI may request. MRTI has the right to charge reasonable fees to cover MRTI's costs in evaluating Franchisee's proposal. MRTI may prescribe procedures for the submission of requests for MRTI's acceptance and impose obligations on suppliers, which MRTI may require to be incorporated in a written agreement. MRTI may impose limits on the number of types, brands, models or suppliers for any items. Any use by Franchisee of any supplies, signs and equipment, other than MRTI Equipment, that MRTI has not approved is expressly prohibited and Franchisee shall bear all risks, liabilities, and consequences arising from the use of such items.

4. TRAINING AND ASSISTANCE.

4.01 Initial Training. Before the Opening Date, with respect to a new Michelin Retread Shop, MRTI shall provide an initial training program with respect to the MRTI Process authorized hereunder to be conducted at such time(s) and place(s) as MRTI designates. Franchisee agrees to enroll Franchisee's manager and key production personnel in the initial training program. All attendees shall be required to complete such training to MRTI's satisfaction and obtain MRTI's certification for their particular functions. Franchisee shall be solely responsible for all compensation, travel, lodging and living expenses incurred by attendees in connection with attending the initial training program.

4.02 Supplemental Training Programs. After opening the Shop, MRTI may provide training (subject to reasonable limitations as to frequency, time and cost) to any new manager or other personnel of the Shop and may also provide supplemental training programs at such time(s) and place(s) as MRTI may designate. MRTI may require managers and other personnel to attend and satisfactorily complete such supplemental training programs. MRTI may assess reasonable charges for any such training programs. Franchisee will be solely responsible for all compensation, travel, lodging and living expenses incurred in connection with attending any such training programs. In addition, Franchisee will be solely responsible to install within or near the Shop a training computer post, with internet access, connected to MRTI's Internet-Based Operator Training module for the purposes of training and cross-training Franchisee's existing and new production and management personnel.

4.03 Operating Manual. MRTI will loan Franchisee one or more copies of the Operating Manual, training videos and/or grant Franchisee restricted access to MRTI's on-line training (collectively, the "Operating Manual"). Franchisee agrees to comply fully with all mandatory standards and operating procedures and other obligations contained in the Operating Manual. MRTI may modify the Operating Manual to reflect changes in authorized products and services, standards and operating procedures and other obligations of Franchisee, provided no addition or modification may alter Franchisee's fundamental status and rights under the Transaction Documents. Mandatory standards and operating procedures and other obligations that MRTI prescribes in the Operating Manual, or otherwise communicates to Franchisee in writing, constitute provisions of this Agreement as if fully set forth herein. All references to this Agreement or the Transaction Documents include all such mandatory standards and operating procedures and other obligations. Franchisee agrees to keep its copies of the Operating Manual current. Franchisee shall return to MRTI or destroy, as instructed by MRTI, all obsolete copies of the Operating Manual, videos, or portions thereof. Franchisee will make no copy of such material or grant access to any non-MRTI employee. Franchisee will not share any password or other

means of access to MRTI's on-line training with any person other than its employees engaged in the MRTI business. If a dispute develops relating to the contents of the Operating Manual, MRTI's master copy of the Operating Manual will control. The Operating Manual contains Confidential Information, and Franchisee agrees not to copy any part of the Operating Manual nor to disclose the information contained therein, or to use the information contained therein, in violation of Section 10 of this Agreement. Franchisee shall immediately notify MRTI of the loss or theft of the Operating Manual, or any portion thereof, shall furnish MRTI a full report of the circumstances of the loss or theft, shall fully cooperate with MRTI in any efforts to retrieve the Operating Manual, and shall take all steps necessary to avoid any future loss or theft.

4.04 On-Going Guidance. MRTI will furnish Franchisee periodic guidance with respect to the MRTI Process authorized hereunder, including improvements and changes to the MRTI System, and/or Franchisee-specific measures addressing operational deficiencies identified by MRTI inspections and/or audits. Such guidance, at MRTI's discretion, may be in the form of the Operating Manual, bulletins, directives or other written materials, telephonic consultations or consultations at MRTI's offices or at the Shop or by any other means of communication. At MRTI's discretion or at Franchisee's request, MRTI may provide additional or special assistance or training for which Franchisee will be required to pay reasonable fees and charges as determined by MRTI; such fees and charges may include costs of MRTI relating to repeat or follow-up inspections and audits, or charges for noncompliance with any corrective action plans previously issued to Franchisee by MRTI. All such guidance and assistance will be deemed Confidential Information, subject to the provisions of Section 10 hereof.

4.05 Sales Incentive Programs. MRTI may offer to Franchisee such sales incentive programs as MRTI in its sole discretion determines to be appropriate. Such programs may include various incentives to Franchisee for achieving MRTI-established sales goals of retreaded tires using the MRTI Process and/or achieving MRTI-established purchase goals of MRTI Rubber Products. All such programs are considered Transaction Documents and the data will be deemed Confidential Information, subject to the provisions of Section 10 hereof.

5. MRTI RUBBER PRODUCTS.

5.01 Sale of MRTI Rubber Products. MRTI shall make available to Franchisee the standard line of MRTI Rubber Products. Franchisee agrees to maintain at the Shop an inventory of MRTI Rubber Products sufficient in quantity to satisfy reasonable customer demand.

Provided Franchisee and all of its Affiliates are in compliance with this Agreement and all other agreements with MRTI and its Affiliates, MRTI shall sell or cause to be sold to Franchisee such reasonable quantities of MRTI Rubber Products as Franchisee may order from time to time, at such prices, with such warranties, if any, and on such shipping terms, credit arrangements and ordering, delivery and return policies and schedules, as MRTI may determine from time to time in its sole discretion. To the extent the terms of any purchase order are inconsistent with the Agreement, this Agreement shall control.

Franchisee acknowledges and agrees that MRTI shall have complete discretion in allocating to Franchisee shipments of MRTI Rubber Products which may be in limited or short supply from time to time.

5.02 Limited Warranty on MRTI Rubber Products. MRTI warrants that MRTI Rubber Products are manufactured according to MRTI's specifications and are free from defects in material and workmanship. MRTI's sole obligation under this limited warranty is limited to replacing, during a period of

twelve months after delivery of such MRTI Rubber Products to Franchisee, any MRTI Rubber Products returned to MRTI which upon examination MRTI shall determine to have been defective. The foregoing limited warranty for materials and workmanship shall apply only when MRTI Rubber Products are shipped, handled and stored in accordance with MRTI's instructions. ALL OTHER WARRANTIES OF MRTI AND ANY OF ITS AFFILIATES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY MRTI RUBBER PRODUCTS, ARE SPECIFICALLY DISCLAIMED. Except as otherwise expressly provided herein, neither MRTI nor any of its Affiliates is responsible or liable for any direct, indirect, actual, incidental, multiple, punitive or consequential damages or losses resulting from defective MRTI Rubber Products, such damages hereby waived by Franchisee to the fullest extent permitted by law.

5.03 Franchisee's Restriction on Purchase and Resale of MRTI Rubber Products. Franchisee acknowledges and agrees that: (a) MRTI Rubber Products are manufactured by, or on behalf of, MRTI pursuant to special standards and specifications; (b) MRTI Rubber Products are, in the mind of the public, inextricably interrelated with the Marks and image of MRTI; and (c) the reputation and goodwill of Michelin Retread Shops is based upon, and can be maintained only by, the use of such MRTI Rubber Products in tires retreaded at Michelin Retread Shops. Therefore, Franchisee shall not purchase, use or sell any tread rubber, cushion rubber, cushion gum and other adhesives, repair gum, filling materials, special extrusions, cements or any other rubber materials whatsoever, other than MRTI Rubber Products purchased from MRTI in accordance with this Agreement. Further, Franchisee may not purchase MRTI Rubber Products from any other Michelin Retread Shop without MRTI's prior written consent.

Franchisee shall only use MRTI Rubber Products for retreading tires using the MRTI Process authorized hereunder at the premises of the Shop, and Franchisee shall not use any rubber products or supplies, other than MRTI Rubber Products, in connection with the MRTI Process. Franchisee shall not, during the Term or thereafter, sell, transfer or otherwise dispose of any MRTI Rubber Products to any person or entity whatsoever (including, other tire retreading facilities and other Michelin Retread Shops), without MRTI's prior written consent.

5.04 Sale of Other Products and Supplies. MRTI may make available to Franchisee accepted types or brands of non-rubber products and supplies ("Other Products") that MRTI deems necessary in the operation of a Michelin Retread Shop. Franchisee may purchase Other Products from MRTI or other suppliers acceptable to MRTI. MRTI has designated a single supplier for certain Other Products and Franchisee must purchase the required Other Products from the exclusive supplier.

MRTI may modify the list of accepted types, brands and/or suppliers of Other Products from time to time, and Franchisee may not, after receipt of notice of such modification, reorder any Other Products from any supplier which is no longer accepted. If Franchisee proposes to purchase Other Products from any supplier, that is not then accepted by MRTI, Franchisee agrees to notify MRTI and submit a request for MRTI to accept such supplier and will provide such information as MRTI may request. MRTI has the right to charge reasonable fees to cover MRTI's costs in determining whether to accept such supplier. MRTI may prescribe procedures for the submission of requests for MRTI's acceptance and impose obligations on suppliers, which MRTI may require to be incorporated in a written agreement. MRTI may impose limits on the number of types, brands or suppliers for Other Products. Any use by Franchisee of non-accepted Other Products or supplies in the Shop is expressly prohibited, and Franchisee shall bear all risks, liabilities, and consequences arising from any such use.

6. SHOP OPERATING STANDARDS.

6.01 MRTI Equipment. Franchisee agrees to use, operate and maintain the MRTI Equipment in a careful and proper manner in compliance with the Manual, and all applicable laws and regulations; all manufacturer's guidelines; and all specifications, standards and operating procedures prescribed by MRTI.

Franchisee agrees, at its sole cost, to maintain the MRTI Equipment in good operating condition and in substantially the same condition as when installed, subject to normal wear and tear, and Franchisee shall furnish all labor, parts and devices required to keep the MRTI Equipment in such condition throughout the Term. Without limiting the generality of the foregoing, Franchisee shall be responsible for preventive maintenance (such as lubrication, cleaning, replacement of filters, belts and hoses) and minor repairs and replacements (such as switches, sensors, belts and hoses). Franchisee agrees to notify and consult with MRTI with respect to any major repairs to MRTI Equipment. Franchisee agrees to make such modifications and additions to the MRTI Equipment and to the Shop's layout as MRTI may require, including replacement of worn out or obsolete equipment at Franchisee's sole expense. Franchisee may not make any alterations to the MRTI Equipment and/or use unauthorized software on or in connection with the MRTI Equipment without MRTI's prior written approval to be withheld, conditioned or delayed in MRTI's sole discretion.

Franchisee agrees to undertake all required inspections of MRTI Equipment and, to the extent required by applicable law, post appropriate certificates of inspection or other evidence of approval. Franchisee further agrees: (a) to maintain and/or install such safety features on MRTI Equipment as are originally installed or are thereafter recommended by MRTI and in conformity with all applicable safety codes and regulations; and (b) not to alter any safety features on MRTI Equipment.

6.02 Condition of Shop. Franchisee agrees to maintain the Shop in a clean condition. Franchisee agrees to periodically repair the interior and exterior of the Shop and any appurtenant parking areas. Franchisee agrees to make promptly (and in no event later than 30 days after notice from MRTI) all repairs or replacements, and implement all procedures, specified by MRTI to correct any deficiencies contained in any inspection reports submitted to Franchisee pursuant to Section 6.06. If the Shop is damaged or destroyed by fire or other casualty, Franchisee shall initiate within 30 days (and continue until completion) all repairs or reconstruction to restore the Shop to its original condition.

6.03 MRTI Image. Franchisee agrees that the Shop will offer for sale tire retreading services and other products and services that MRTI determines to be appropriate from time to time for Michelin Retread Shops. Franchisee further agrees that it will not offer any products or services not then authorized by MRTI. During the Term and any renewal term, the premises of the Shop will not be used for any purpose other than the operation of a Michelin Retread Shop in compliance with this Agreement without MRTI's prior written approval to be withheld, conditioned or delayed in MRTI's sole discretion. Franchisee agrees that it will offer prompt, professionally competent, courteous and efficient service at the Shop.

6.04 Market Research. MRTI may conduct market research to determine customer trends and salability of new products and services. Franchisee agrees to cooperate by participating in such market research programs, by test marketing new products and services in the Shop and by providing MRTI timely reports and other relevant information regarding such market research. Such reports and activities are expressly deemed to be Confidential Information, subject to the provisions of Section 10 hereof.

6.05 Specifications and Standards. Franchisee agrees to comply with all mandatory specifications, standards and operating procedures, as modified from time to time (whether contained in the Operating Manual, any inspection reports or any other written communication) relating to the appearance, function or operation of a Michelin Retread Shop or any aspect thereof, including: (a) categories and sizes of tires which can be retreaded using the MRTI Process; (b) standards, specifications and methods of preparing and retreading tires; (c) operating, maintenance and repair procedures relating to the MRTI Equipment; (d) sales and delivery procedures; (e) customer warranty, service and return policies; (f) advertising and promotional programs; (g) appearance and dress of employees; (h) safety, maintenance, appearance, cleanliness, standards of service and operation of the Shop; (i) specifications for, and accepted suppliers of, miscellaneous equipment and supplies; (j) minimum days and hours of operation; and (k) accounting and record keeping systems and forms. Such standards and procedures are expressly deemed to be Confidential Information, subject to the provisions of Section 10 hereof.

6.06 Inspections. MRTI and its designated agents have the right at any time during business hours to: (a) inspect the Shop, including the MRTI Equipment; (b) observe, photograph, audio-tape and/or video tape the operations of the Shop; (c) interview personnel and customers of the Shop; (d) inventory the MRTI Equipment; (e) review Franchisee's maintenance records; (f) evaluate the productivity and serviceability of the MRTI Equipment; (g) conduct reviews of Franchisee's compliance with the MRTI System; (h) show the Shop to prospective franchisees; and (i) to conduct spot audits, in conjunction with our inspection or otherwise, to determine that you are complying with the Operating Manual or the MRTI Process, all Mark usage guidelines and this Agreement. Franchisee agrees to cooperate fully with such activities. MRTI may issue to Franchisee inspection reports upon conclusion of any such inspection. MRTI reserves the right to make unannounced inspections of the Shop.

6.07 Compliance with Laws. Franchisee agrees to maintain in force in its name all required licenses, permits and certificates relating to the operation of the Shop. Franchisee agrees to operate the Shop in full compliance with all applicable federal, state and local laws, ordinances and regulations, including without limitation, those pertaining to equal employment, nondiscrimination and affirmative action including the provisions of Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, Executive Order 11246 of September 24, 1965, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990, as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, the Toxic Substance Control Act, as amended, the Occupational Safety and Health Act, as amended, the National Labor Relations Act, as amended, the Immigration and Reform Act, as amended, and all binding rules, regulations and relevant orders issued pursuant thereto, or any replacements, modifications, amendments or substitutions thereof. If applicable, Franchisee shall also comply with the following regulations of the Office of Federal Contract Compliance Programs, Department of Labor, as the same may be amended from time to time: (a) 41 C.F.R. § 60 - 1.4 Equal Opportunity Clause; (b) 41 C.F.R. § 60 - 250.4 Affirmative Action Clause for Disabled Veterans and Veterans of Vietnam Era; and (c) 41 C.F.R. § 60 - 741.4 Affirmative Action Clause for Handicapped Workers or any other federal, state or local law, ordinance, executive order and regulation applicable to the provision of products or services to any governmental or quasi-governmental entity, or any similar federal, state or local law, ordinance, executive order and regulation applicable to the provision of products or services to any governmental or quasi-governmental entity, or any law, ordinance, executive order or regulation that supersedes, replaces, amends or otherwise modifies said laws, ordinance, executive orders and/or regulations.

Franchisee agrees to notify MRTI in writing within two business days after: (a) the commencement of any legal or administrative action, or the issuance of any order of any court, agency or other governmental instrumentality, which may adversely affect the development, occupancy or operation of the Shop or Franchisee's financial condition, or Franchisee's ability to comply with the terms of any of the Transaction Documents; (b) the delivery of any notice of violation or alleged violation of any law, ordinance or regulation; or (c) any default by Franchisee under any other agreements, including any loan agreements and leases. Franchisee assumes sole and complete responsibility for maintaining a safe work place and for complying with all OSHA and related federal, state and local laws, ordinances, executive orders and regulations. In all dealings with MRTI, as well as with Franchisee's customers, suppliers, lessors and the public, Franchisee agrees to adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct.

If during the term of this Agreement and three years following the expiration of this Agreement, Franchisee becomes aware of any fraud or any other similar act involving actual or alleged dishonesty or illegal acts in any way related to this contract, whether such fraud, illegal or dishonest act involves Franchisee, Franchisor (including employees, owners, agents and subcontractors) or any other third party, Franchisee shall give prompt written notice of such actual or alleged fraud, dishonesty or illegal act to Franchisor provided, however, that such notice shall occur no more than 15 days from the first date that Franchisee becomes aware of such fraud, dishonesty or illegal act.

6.08 Personnel. Franchisee agrees that the Shop at all times shall be managed by a manager who has completed MRTI's initial training and all required supplemental training, and shall be staffed by a sufficient number of competent and properly trained and certified employees. Franchisee is responsible for hiring all employees of the Shop and is responsible exclusively for the terms of their employment, including compensation, and for their proper training and certification for their particular job functions. Franchisee is solely responsible for all employment decisions of the Shop, including those related to hiring, firing, remuneration, personnel policies, benefits, record keeping, supervision and discipline, and regardless of whether Franchisee received advice from MRTI on these subjects. Franchisee agrees to establish at the Shop an employee training and certification program on the MRTI Process and other production, marketing and administrative functions that meet MRTI's standards.

6.09 Insurance. Franchisee agrees to purchase and maintain in force: (a) commercial general liability insurance, including product liability and completed operations, contractual liability and personal and advertising injury coverage of at least $2,000,000 in the aggregate and $1,000,000 per occurrence; (b) automobile liability coverage (including hired and non-owned coverage) of at least $1,000,000 per accident; (c) Garage-keepers'/Garage Liability coverage with a combined single limit of $2,000,000; (d) workers' compensation insurance of at least the statutory limits and employer's liability coverage of at least $1,000,000; (e) umbrella/excess liability insurance of at least $5,000,000 in the aggregate and per occurrence; (f) comprehensive property damages insurance (including boiler, pressure vessels and machinery) for the new replacement value of the Shop and MRTI Equipment and PMSI Collateral, naming MRTI and its Affiliates as loss payees as their interests may appear; and (g) such other insurance policies or coverages (such as business interruption insurance) in such types and amounts as MRTI may require from time to time in writing. MRTI reserves the right from time to time to increase the minimum coverage amounts specified above. All insurance policies shall be issued by carriers rated A-, IX or better by A.M. Best or a comparable rating service acceptable to MRTI; shall contain such exclusions and maximum deductibles as MRTI may prescribe from time to time; shall name MRTI and its Affiliates as additional insureds or loss payees on all insurance policies except worker's compensation and employer's liability as determined by MRTI; shall provide thirty (30) days' prior written

notice to MRTI of any material modification, cancellation or expiration of such policy; and shall include such other provisions as MRTI may require.

Franchisee shall furnish MRTI with evidence of such insurance coverage and payment of premiums as MRTI requires within 30 days after execution of this Agreement, and in any event, prior to the installation date of any MRTI Equipment and promptly upon any renewal or replacement thereof. In no event shall Franchisee exercise any "Opt Out" or other right to elect not to be covered by applicable workers' compensation coverage. If Franchisee fails or refuses to maintain any required insurance coverage, or to furnish satisfactory evidence thereof, MRTI, at its option and in addition to its other rights and remedies hereunder, may obtain such insurance coverage on Franchisee's behalf. If MRTI does so, Franchisee shall fully cooperate with MRTI in its effort to obtain such insurance policies and shall pay MRTI any costs and premiums MRTI incurs. Franchisee's obligation to maintain insurance coverage is not diminished in any manner by reason of any separate insurance MRTI may choose to maintain, nor does it relieve Franchisee of its obligations under Section 15.02. MRTI's approval of the insurance obtained by Franchisee shall not constitute a guarantee as to the adequacy of the limits or types of coverage of such insurance.

6.10 Retail Prices. MRTI may offer guidance to Franchisee relating to prices for products and services sold from or through the Shop that in MRTI's Reasonable Business Judgment constitutes good business practice. No such guidance shall be deemed to impose on Franchisee any obligation to charge any fixed minimum price. Franchisee shall have the sole right to determine the prices to be charged by the Shop. Franchisee shall not enter into any agreement or arrangement, or engage in any concerted practice, with other Michelin Retread Shops or others, relating to the prices at which products or services will be sold by Franchisee or other Michelin Retread Shops.

6.11 National Warranty Programs. MRTI shall establish and maintain a national warranty program containing such policies and procedures as MRTI deems appropriate from time to time. Franchisee authorizes MRTI to charge Franchisee's account for warranty services performed by another Michelin Retread Shop or by an authorized Michelin dealer in new truck tires on any tire retreaded and/or repaired by Franchisee in such amounts as MRTI may determine from time to time to be appropriate for the national warranty program, and to credit Franchisee's account for warranty services performed by Franchisee on any tire retreaded and/or repaired by another Michelin Retread Shop in such amounts as MRTI may determine to be appropriate from time to time. Franchisee agrees to pay MRTI any net debit balances, and MRTI agrees to pay Franchisee any net credit balances, in Franchisee's account, at such times and on such conditions as MRTI determines from time to time.

Franchisee, acting on its own behalf, shall deliver to its customers national warranties on terms and conditions MRTI determines from time to time and on such forms as MRTI may furnish to Franchisee. Franchisee shall perform promptly all of the terms and conditions of all such warranties. Franchisee shall have sole responsibility for all such warranties (even though the terms and conditions have been established by MRTI) and for performance of any other warranties provided by Franchisee.

Franchisee agrees to comply with all policies and procedures on warranty programs established by MRTI, including performing warranty service on tires retreaded by other Michelin Retread Shops and keeping records with respect to Franchisee reimbursement claims. Franchisee acknowledges and agrees that all warranty and other services hereunder are performed by Franchisee as an independent contractor and not as an agent of MRTI.

NEITHER MRTI NOR ANY OF ITS AFFILIATES MAKES ANY WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY OR SUITABILITY OF ANY TIRES RETREADED BY FRANCHISEE USING THE MRTI PROCESS OR OTHERWISE.

Franchisee has no authority to make and shall not make any warranty or representation to others on behalf of MRTI.

7. MARKETING AND ADVERTISING.

7.01 Local Advertising. From time to time, MRTI may provide Franchisee, at reasonable charges, with point-of-sale materials and other marketing and sales materials for use in connection with the Shop. Franchisee agrees to submit to MRTI for its prior approval, samples of all advertising and promotional materials not prepared or previously approved by MRTI and which vary from MRTI's standard advertising and promotional materials. Franchisee may not use any advertising or promotional materials that MRTI has not approved. All of Franchisee's advertising and promotion shall be completely factual and shall conform to the highest standards of ethical advertising. Franchisee agrees to refrain from any business or advertising practice which may be injurious to MRTI's business, to the business of other Michelin Retread Shops or to the goodwill associated with the Marks.

7.02 Local Advertising Cooperatives. MRTI has the right to establish local and/or regional advertising cooperatives for Michelin Retread Shops in Franchisee's local or regional area, covering such geographical areas as MRTI may designate from time to time. Franchisee agrees to participate in such advertising cooperative(s) and its programs (other than price advertising, as to which Franchisee may choose not to participate) and abide by its by-laws. Franchisee agrees to contribute such amounts to the advertising cooperative(s) as the cooperative(s) determines from time to time in accordance with its by-laws. Any Michelin Retread Shops owned by MRTI located in such designated local or regional area(s) will participate and contribute to the cooperative(s) on the same basis as requested of Franchisee.

8. FINANCIAL AND ADMINISTRATIVE MATTERS.

8.01 Method of Payment. MRTI may require that any payments hereunder, including payments for MRTI Rubber Products, be effected, at Franchisee's expense, via check or through electronic debit/credit transfer of funds programs in accordance with the terms and conditions of the invoice. Franchisee agrees to sign such documents (including transfer authorizations) and do such things as MRTI deems necessary to facilitate electronic transfer of funds.

8.02 Interest On Late Payments. All amounts which Franchisee owes MRTI or any of its Affiliates shall bear interest after their due date at the maximum rate permitted by law or 24% per annum, whichever is lower. However, Franchisee's failure to pay all amounts when due constitutes grounds for termination of this Agreement, as provided in Section 13.

8.03 Application of Payments and Offsets. Franchisee acknowledges and agrees that all fees and payments for MRTI Rubber Products and other goods and services provided by MRTI or its Affiliates to Franchisee shall be paid to the party to whom the amount is due, as and when due, without any setoff, deduction, or prior demand therefor. Notwithstanding any stipulation by Franchisee to the contrary or any allocations of debits or credits which MRTI or any Affiliate may make on its monthly statement of account to

Franchisee, MRTI or such Affiliate shall have the right to apply any payments made by Franchisee or credits issued or due to Franchisee as MRTI or any Affiliate shall determine in its sole discretion. Without limiting the generality of the foregoing, Franchisee agrees that the obligation to pay for MRTI Rubber Products delivered to Franchisee is an independent obligation unaffected by any alleged non-performance, of whatever nature, by MRTI hereunder.

8.04 Security Interest. Franchisee grants MRTI a first priority purchase money security interest in the PMSI Collateral as security for the payment in full of all obligations of Franchisee to MRTI arising out of Franchisee's purchase of the PMSI Collateral. Absent a written agreement of the parties to the contrary, payments received by MRTI from Franchisee shall be credited in the order received first to the oldest unpaid MRTI Rubber Products invoice. If MRTI designates any other Affiliate as a supplier of any MRTI Rubber Products, Franchisee agrees to grant a purchase money security interest in such products sold to Franchisee on substantially the same terms as contained in this Section 8.04 and to execute such agreements and documents as MRTI may require in connection therewith. MRTI will have the sole first priority lien on the PMSI Collateral.

Franchisee shall execute and deliver such other and further documents, including security agreements, financing and continuation statements, and execute, authenticate, and deliver such further documents, as MRTI may deem appropriate to grant, convey and perfect the respective security interests granted hereunder or under any other agreement with MRTI or its Affiliates. If Franchisee fails to promptly execute and deliver such statements and documents to MRTI, Franchisee grants to any officer of MRTI, an irrevocable power of attorney to execute and file such statements and documents on Franchisee's behalf for the benefit of MRTI. In any event, MRTI is hereby irrevocably authorized to file financing statements and amend them under the Uniform Commercial Code or other applicable law. Except for the lien in favor of MRTI on the PMSI Collateral, Franchisee shall keep the PMSI Collateral free and clear of all taxes, liens and encumbrances, and shall not mortgage, pledge, grant or create any other security interest in the PMSI Collateral, until payment in full of the obligations to MRTI secured hereunder, and shall not transfer or otherwise dispose of the PMSI Collateral, except for the sale in the ordinary course of business. If Franchisee shall default, as described herein, on demand from MRTI, Franchisee shall assemble and deliver the PMSI Collateral to MRTI.

Upon expiration or termination of this Agreement, or earlier if Franchisee fails to make full and timely payment of all obligations arising out of the purchase of MRTI Rubber Products then, in addition to such rights and remedies conferred by applicable law, MRTI shall have the authority to take possession of and sell or otherwise dispose of the PMSI Collateral or any part thereof. If Franchisee shall default under any other obligation, indebtedness or liability to MRTI, or if Franchisee's rights or interests under this Agreement shall terminate, for whatever reason, or expire, and there shall be any unpaid obligation, liability or indebtedness of Franchisee to MRTI, howsoever created, arising or evidenced, and whether direct or indirect, absolute or contingent, or due or to become due, then in addition to such rights and remedies conferred on MRTI by applicable law, MRTI shall have the authority to take possession of and sell, assign, lease or otherwise dispose of the PMSI Collateral or any part thereof.

Any such disposition of the PMSI Collateral may be at public or private sale, provided MRTI shall give Franchisee at least five days prior written notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. The net proceeds realized upon any such disposition, after deduction for the expenses of assembly, repossession, holding, preparing for sale, selling or the like and reasonable attorneys' fees incurred by MRTI, shall be applied to the payment of the liabilities, indebtedness and obligations secured by the PMSI Collateral, as MRTI may elect. MRTI will account

to Franchisee for any surplus realized on such disposition and Franchisee shall remain liable for any deficiency, which Franchisee shall pay forthwith. Alternatively, MRTI may retain the PMSI Collateral in satisfaction of the liabilities, indebtedness and obligations secured by such collateral, as provided by applicable law.

8.05 Records and Computer Systems. Franchisee agrees to prepare and maintain during the Term complete and accurate books, records and accounts for the Shop (including records of purchasing raw materials, work-in-process, finished goods, MRTI Equipment, production, labor and overhead, adjustments and sales) in accordance with MRTI's requirements, copies of Franchisee's sales tax returns and such portions of Franchisee's state and federal income tax returns as are related to the Shop. All such books and records shall be kept at the premises of the Shop, unless MRTI otherwise approves.

Franchisee further agrees to install and utilize Bib Tread NEXT™ software, or any other similar software or updates thereto as directed by MRTI, in the Shop to record all sales, expenses, production and adjustment data via a computer system. In order for Franchisee to be able to maintain records in a manner satisfactory to MRTI, it is understood that Franchisee may be requested to purchase or lease such computer hardware and software, required dedicated telephone and power lines, modems, printers, and other computer-related accessories or peripheral equipment as MRTI may recommend from time to time, for the purpose of, among other functions, recording sales, other record keeping and central functions and providing periodic reporting specified by MRTI. If MRTI requests Franchisee to lease from MRTI computer hardware and/or to use MRTI's confidential software, Franchisee may be requested to execute and comply with such lease and/or license agreements as MRTI deems necessary to protect its interests, and to pay MRTI such lease and/or license and maintenance fees as MRTI deems reasonably appropriate, and Franchisee shall make no unauthorized copies of such software.

Franchisee agrees to provide MRTI (and its affiliates) with, and/or give MRTI (and its affiliates) access to, any and all data generated through Franchisee's use of the Bib Tread NEXT™ software (or any other software) in connection with operation of the Retread Shop. Franchisee understands and agrees that such data will be used by MRTI (or any of its affiliates) for the following purposes: (i) for MRTI's (or any of its affiliates') internal use; (ii) for provision to MRTI's(or any of its affiliates') fleet account customers, including, but not limited to, reporting and information exchange to fleet account customers and among fleet account customers' serving dealers regarding fleet account customer's assets; (iii) shared among fleet account customers' servicing dealers and those third parties necessary in the work flow cycle; (iv) for use in an aggregated, de-identified, anonymous or partial manner, including to compile statistical and performance information related to the provision and operation of MRTI's (or one of its affiliates') services and products, and to enhance data sets utilized; and (v) other purposes as determined by MRTI (or of its affiliates) from time to time ("Aggregated Statistics"). Except as permitted herein, MRTI agrees that it will not directly share Franchisee's individual data, entered into Franchisee's computer systems or that make use of the Bib Tread NEXT™ software (or any other software) in connection with operation of the Retread Shop, with any other franchisees, without Franchisee's approval. As between MRTI and Franchisee, all right, title and interest in the Aggregated Statistics and all intellectual property rights therein, belong to and are retained solely by MRTI. Franchisee understands that once MRTI has provided data to its fleet account customers, MRTI has no control over that data, MRTI shall not be obligated with respect to and makes no representation or warranty of any kind with regard to the use, dissemination or treatment of such Franchisee data by fleet account customers, and neither MRTI (or any of its affiliates) shall have any liability of any kind or nature with regard to any claim, matter or controversy whatsoever arising from such use, dissemination or treatment. Without limiting the forgoing, Franchisee shall generate reports for customers of the Retread Shop and MRTI, in accordance with MRTI's standards, and as

requested by MRTI from time to time (which reports may or may not include the data referenced above). Franchisee further agrees to use the Bib Tread NEXT™ software (or any other software) in connection with operation of the Retread Shop, to upload the data generated by such software in accordance with MRTI's standards and to transmit reports to MRTI as prescribed by MRTI and in accordance with MRTI's standards. Franchisee agrees to sign whatever assignment or other documents MRTI requests to evidence ownership of such data by MRTI.

Franchisee agrees to provide such assistance as may be required to connect Franchisee's computer system with MRTI's computer system. MRTI shall have the right from time to time and at any time to retrieve such data and information from Franchisee's computer system as MRTI, in its sole discretion, deems necessary or desirable, with the cost of such telephonic retrieval to be borne by Franchisee. In view of the contemplated interconnection of computer systems and the necessity that such systems be compatible with each other, Franchisee agrees to strictly comply with MRTI's standards and specifications for all items associated with Franchisee's computer systems, to which MRTI shall have full access.

To ensure full operational efficiency and optimum communication capability between and among computer systems installed by all Michelin Retread Shops, Franchisee agrees at its expense, to keep its computer system in good condition, and to promptly install such additions, changes, modifications, substitutions or replacements to hardware, software, telephone, internet connectivity lines and power lines, and other computer-related facilities, as MRTI directs. Although MRTI has no obligation to assist Franchisee in obtaining these items, MRTI may suggest suppliers and provide other assistance as it deems appropriate.

Franchisee shall comply with the standards and procedures developed by MRTI for the MRTI System and communicated with Franchisee in writing, in the manner directed by MRTI, with regard to Franchisee's authorization to use, and use of, blogs, common social networks (such as "Facebook", "Google+" and "Myspace"), professional networks (such as "Linked-In"), live blogging tools (such as "Twitter"), virtual worlds, file, audio and video sharing sites and other similar social networking media or tools that in any way references the Marks, the MTRI System or any Retread Shop.

8.06 Periodic Reports. Franchisee shall furnish MRTI: (a) no later than 30 days after the end of each month, an income statement and statement of cash flow for the Shop for that month and for the year-to-date and a balance sheet for the Shop as of the end of that month; (b) within 90 days after the end of each calendar year, an audited year-end balance sheet and income statement and statement of cash flow of the Shop and of the corporation or entity operating the Shop for that year, reflecting all year-end adjustments and accruals; (c) weekly production data, monthly labor and overhead data and monthly adjustment data; and (d) such other information as MRTI may require from time to time, including sales, income or property tax returns or statements. Franchisee agrees to certify by its signature that the information in each such financial statement or report is complete and accurate. All reports by Franchisee shall conform to MRTI's reporting standards.

8.07 Audits. MRTI reserves the right at any time during business hours and without prior notice to inspect, copy and audit the books, records, tax returns and documents relating to the development, ownership, lease, occupancy or operation of the Shop. Franchisee agrees to cooperate fully with MRTI's representatives and independent accountants conducting such audits.

9. TRADEMARKS.

9.01 Ownership of the Marks. Franchisee acknowledges that an Affiliate of MRTI owns the Marks. Franchisee's right to use the Marks is derived solely from this Agreement and the other Transaction Documents and is limited to conducting business pursuant to and in compliance with this Agreement and the other Transaction Documents. Any unauthorized use of any of the Marks by Franchisee constitutes a breach of this Agreement and an infringement of the rights of MRTI's Affiliate to the Marks. This Agreement does not confer on Franchisee any goodwill or other interests in the Marks. Franchisee's use of the Marks and any goodwill established thereby inures to the exclusive benefit of MRTI's Affiliate. All provisions of this Agreement applicable to the Marks apply to any additional or substitute trademarks and service marks MRTI authorizes Franchisee to use. Franchisee may not at any time during or after the Term contest the validity or ownership of any of the Marks, nor assist any other person in contesting the same.

9.02 Use of the Marks. Franchisee agrees to use the Marks as MRTI prescribes in connection with the sale of authorized products and services, including but not limited to compliance with any and all Marks usage guidelines which MRTI may issue and revise from time to time, in its sole discretion. Franchisee may not use any Mark (or any abbreviation, modification or colorable imitation thereof) as part of any corporate or legal business name or in any other manner not expressly authorized by MRTI in writing. Franchisee agrees to use the Marks for purposes of identification of itself at the Shop as a provider of MRTI and/or Michelin branded goods and services, provided Franchisee identifies itself as the independent owner thereof in the manner MRTI prescribes. Franchisee agrees not to take or condone any action which might adversely affect the goodwill or image associated with the Marks. Franchisee agrees to meet all MRTI standards with respect to the Marks that are set forth by MRTI in this Agreement or otherwise in writing.

9.03 Discontinuance of Use of Marks. MRTI may at any time require Franchisee to modify or discontinue use of any Mark and/or use one or more additional or substitute trademarks or service marks, and Franchisee agrees to comply with MRTI's directions within a reasonable time after notice. MRTI will have no liability or obligation whatsoever with respect to any such required modification or discontinuance of any Mark or the promotion of a substitute or additional trademark or service mark.

9.04 Notification of Infringements and Claims. Franchisee agrees to notify MRTI immediately of any apparent or threatened infringement of or challenge to Franchisee's use of any Mark, or any claim by another person of any rights in any Mark. Franchisee may not communicate with any person (other than MRTI, MRTI's Affiliate and its counsel and Franchisee's counsel) in connection with any such infringement, threat, challenge or claim and Franchisee shall not disclose any information regarding any such infringement, threat, challenge or claim other than to MRTI, MRTI's Affiliate and its counsel and Franchisee's counsel. MRTI's Affiliate will have sole discretion to take such action as it deems appropriate and will have the right to control exclusively any litigation or U.S. Patent and Trademark Office proceeding arising out of any such infringement, threat, challenge or claim or otherwise relating to any Mark. Franchisee agrees to sign any and all documents, render such assistance and do such things as may be advisable in the opinion of legal counsel for MRTI's Affiliate to protect the interests of MRTI's Affiliate in any litigation or U.S. Patent and Trademark Office proceeding or otherwise to protect its interests in the Marks.

9.05 Indemnification of Franchisee. MRTI agrees to indemnify Franchisee against all damages for which it is held liable in any proceeding arising out of its authorized use of any Mark pursuant to and in compliance with the Transaction Documents and all Marks usage guidelines and, except as provided herein, for all costs Franchisee reasonably incurs in defending any such claim brought against it, provided Franchisee

has timely notified MRTI of such claim and provided further that Franchisee and its Owners and Affiliates are in compliance with the Transaction Documents entered into with MRTI or any of its Affiliates. MRTI and/or MRTI's Affiliate, in their sole discretion, is entitled to prosecute, defend and/or settle any proceeding arising out of Franchisee's use of any Mark pursuant to this Agreement, and, if MRTI or MRTI's Affiliate undertakes to prosecute, defend and/or settle any such matter, MRTI has no obligation to indemnify or reimburse Franchisee for any fees or disbursements of any legal counsel retained by Franchisee. Franchisee hereby releasing MRTI, its agents, successors, assigns, Affiliates (and any of them) from such claims, fees, costs and/or disbursements related thereto.

10. RESTRICTIVE COVENANTS.

10.01 Confidential Information. MRTI will disclose parts of the Confidential Information to Franchisee solely for Franchisee's use in the operation of the Shop. During the Term or any renewal term and, (a) for a period of seven years thereafter with respect to Confidential Information, or (b) at any time subsequent thereto with respect to Confidential Information that constitutes trade secrets: (i) Franchisee may not use the Confidential Information in any other business or capacity (Franchisee acknowledges such use is an unfair method of competition); (ii) Franchisee agrees to exert its best efforts to maintain the confidentiality of the Confidential Information; (iii) Franchisee may not make unauthorized copies of any portion of the Confidential Information disclosed in written, electronic or other form; and (iv) Franchisee agrees to inform all employees of the need to maintain the confidentiality of the Confidential Information and shall implement all reasonable procedures MRTI prescribes to prevent unauthorized use or disclosure of the Confidential Information, including obtaining nondisclosure agreements from Franchisee's Owners, officers, directors, managers and others who attend MRTI's training programs and furnishing such agreements to MRTI.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, FRANCHISEE SHALL NOT, UNDER ANY CIRCUMSTANCES SEEK TO DETERMINE, AND SHALL NOT PERMIT ANY OTHER PERSON OR ENTITY UNDER ANY CIRCUMSTANCES TO SEEK TO DETERMINE, THE COMPOSITION OF MICHELIN RUBBER OR MRTI RUBBER PRODUCTS, AND FRANCHISEE AGREES TO BE FULLY LIABLE FOR ALL ACTUAL AND CONSEQUENTIAL DAMAGES, AND APPROPRIATE PUNITIVE DAMAGES, FOR ANY BREACH OF THIS OBLIGATION.

Franchisee's restrictions on disclosure and use of Confidential Information do not apply to information or techniques which are or become generally known in the tire retreading business (other than through Franchisee's own disclosure), provided Franchisee obtains MRTI's prior written consent to such disclosure or use, such consent to be withheld, conditioned or delayed in MRTI's sole discretion.

10.02 In-Term Covenants. During the Term, without the prior written consent of MRTI, which consent may be withheld, conditioned or delayed in MRTI's sole discretion, Franchisee may not directly or indirectly: (a) own any legal or beneficial interest in, or give advice to, any Competitive Business located anywhere or any entity located anywhere which grants franchises, licenses or other interests to other to operate any Competitive Business; (b) enter into any agreement to sell or transfer any legal or beneficial interest in Franchisee or Franchisee's assets to any Competitive Business; (c) provide any service that competes with MRTI, including without limitation, selling, distributing, producing or delivering any product(s) or service(s) that compete with MRTI or that are provided by any Competitive Business; (d) divert or attempt to divert any business of any Michelin Retread Shop to any competitor or Competitive Business; or (e) do anything injurious or prejudicial to the goodwill associated with the Marks or the MRTI System. Franchisee agrees to exert its best efforts to aggressively market and sell tires retreaded using the MRTI Process authorized hereunder, and to

capitalize on the full potential of the Shop. This Section 10.02 applies to Franchisee, including, but not limited to, Affiliates, guarantors of the Agreement, including without limitation, spouses and immediate family members, and if Franchisee is a corporation or other entity, its officers, directors, limited liability governors and/or managers and interest holders, employees, partners, and each Owner or Controlling Person, and their spouses and immediate family members. Franchisee agrees that Franchisee's compliance with this Section 10.02 will not prevent Franchisee or any of the parties listed above from earning a living in other pursuits for which Franchisee or they are qualified, including other aspects of commercial tire business. Franchisee further agrees that the covenants contained in this Section 10.02 are reasonable and benefit Franchisee, the parties listed above and other MRTI franchisees and the MRTI System, as well as MRTI, and Franchisee understands that Franchisee's agreement to these covenants is an important consideration for our entering into this Agreement. It is Franchisee's responsibility to demonstrate compliance with this Section 10.02.

10.03 Exception Regarding Performance of Competitive Services. Notwithstanding anything in Section 10.02 to the contrary, Franchisee may:

(a) perform certain services on competitive retread products for national fleet accounts (that is, accounts for whom the terms and conditions of supply agreements are negotiated between the competitive retread manufacturer and/or new tire manufacturer and the end user) at fleet accounts' terminals, shared fleet terminals, truck stops, trucking service centers and/or similar types of trucking servicing locations (delivered to those locations by the competitive retread manufacturer, the competitive retread manufacturer's franchisees or its agents). Such services include mounting and dismounting products, removal/installation of tire wheel assemblies, balancing, air pressure maintenance, rotation, and fleet inspections. Fleet terminals or other sites as referenced above may not be created to undermine the intent of this provision; and

(b) perform certain services on competitive retread products for national fleet accounts at or outside the Shop, specifically: repairs that do not require the tire to go through the retread process; emergency road service; wheel refurbishing/inspection; and vehicle alignment.

10.04 Information Exchange. As part of the consideration for this Agreement, Franchisee agrees that all ideas, concepts, methods and techniques useful to a tire retreading business, whether or not constituting protectable intellectual property, that Franchisee creates or that are created on Franchisee's behalf, shall be promptly disclosed to MRTI and be held in confidence. If MRTI adopts any of them as part of the MRTI System, they will become the sole and exclusive property of MRTI or its Affiliate and will constitute works made-for-hire for MRTI or its Affiliate. Franchisee agrees to sign whatever assignment or other documents MRTI requests to evidence ownership by MRTI or its Affiliate or to assist MRTI in securing intellectual property rights in such ideas, concepts, techniques or materials.

11. FRANCHISEE'S OWNERSHIP AND ORGANIZATION.

11.01 Disclosure of Ownership Interests. Franchisee and each of its Owners represent, warrant and agree that Schedule 2 is current, complete and accurate. Franchisee and each of its Owners agree that updates to Schedule 2 will be furnished promptly to MRTI, so that Schedule 2 (as so revised) is at all times current, complete and accurate. Each Owner shall sign Schedule 2, unless MRTI waives this requirement.

11.02 Organizational Documents. If Franchisee is, or at any time becomes, a business corporation, partnership, limited liability company or other legal entity, Franchisee and each of its Owners do

(or will), under Schedule 2, represent, warrant and agree that: (a) Franchisee is duly organized and validly existing under the laws of the state of its organization; (b) Franchisee has the authority to execute and deliver the Transaction Documents and to perform its obligations hereunder; (c) the articles of incorporation, partnership agreement, operating agreement or other organizational documents recite that the issuance, transfer or pledge of any direct or indirect legal or beneficial ownership interest is restricted by the terms of the Transaction Documents; and (d) all certificates representing direct or indirect legal or beneficial ownership interests now or hereafter issued bear a legend in conformity with applicable law reciting or referring to such restrictions.

12. TRANSFER OF THE FRANCHISE.

12.01 Transfer by Franchisee Subject to MRTI's Approval. The rights and duties created by the Transaction Documents are personal to Franchisee or, if Franchisee is a business corporation, partnership, limited liability company or other legal entity, to Franchisee's Owners. Accordingly, neither Franchisee nor any of Franchisee's Owners may Transfer the Franchise without MRTI's prior written approval and without complying with all of the provisions of Section 12 hereof. Franchisee must provide MRTI at least 60 days written notice of any proposed Transfer of the Franchise. Any transfer without such written notice, MRTI's written approval, or compliance with the provisions of Section 12 constitutes a breach of this Agreement and is void and of no force or effect.

MRTI's approval of a Transfer of the Franchise does not constitute: (a) a representation as to the fairness of the terms of any agreement or arrangement between Franchisee or Franchisee's Owners and the transferee or as to the prospects of success of the Shop by the transferee; (b) a release of Franchisee or Franchisee's Owners, a waiver of any claims against Franchisee or Franchisee's Owners or a waiver of MRTI's right to demand the transferee's exact compliance with the Transaction Documents; or (c) a release of Franchisee from the provisions of the Transaction Documents, including the restrictive covenants set forth in Section 10. Any approval shall apply only to the specific Transfer of the Franchise being proposed and shall not constitute an approval of, or have any bearing on, any other Transfer of the Franchise.

12.02 Conditions for MRTI's Approval. MRTI may withhold its approval of a Transfer of the Franchise unless it meets all of the reasonable restrictions, requirements and conditions MRTI imposes on the transfer, the transferor(s) and/or the transferee(s), including, but not limited to, the following:

(a) Franchisee and its Owners and Affiliates, as applicable, shall be in compliance with this Agreement and all other agreements with MRTI or any of its Affiliates and all amounts owed by Franchisee and its Owners and Affiliates to MRTI or any of its Affiliates, whether or not then payable or past due, shall be paid in full;

(b) the proposed transferee, or its Owners (if the proposed transferee is a legal entity), and its Affiliates, shall not operate a Competitive Business and shall provide MRTI on a timely basis all information MRTI requests, and shall be individuals or entities who are of good character and reputation, who have sufficient business experience, aptitude and financial resources to operate the Shop, and who otherwise meet MRTI's approval;

(c) the transferee shall agree to upgrade the Shop and the MRTI Equipment to conform to MRTI's then current requirements for a Michelin Retread Shop and to enroll in MRTI's training program and obtain proper certification for at least one manager and all key production personnel;

(d) the transferee (and its owners) shall have taken assignment of and agree to be bound by all of the provisions of the Transaction Documents, including the restrictive covenants set forth in Section 10 hereof, for the remainder of the Term and/or the term of the applicable Transaction Document, or, at MRTI's option and in MRTI's sole discretion, execute MRTI's then current standard form of franchise agreement as well as the then current form of the other Transaction Documents used in the state in which the Shop is located at the time of MRTI's approval (provided that it shall include a term equal to the remaining balance of the Term);

(e) Franchisee or the transferee shall pay MRTI's then current standard assignment fee to defray MRTI's expenses incurred in connection with the assignment, including training of the assignee(s) and its personnel, legal and accounting fees, credit and other investigation charges and evaluation of the transferee(s) and the terms of the assignment;

(f) Franchisee and its Owners and Affiliates shall, except to the extent limited or prohibited by applicable law, execute a general release, in form and substance satisfactory to MRTI, of any and all claims against MRTI, its Affiliates and their respective stockholders, officers, directors, employees, agents, successors and assigns;

(g) MRTI may require that the terms of the proposed Transfer of the Franchise do not place an unreasonable financial or operational burden on the transferee, as determined by MRTI in its Reasonable Business Judgment;

(h) any financing which Franchisee (or any of Franchisee's Owners or Affiliates) may offer the transferee shall be subordinate to any current or future obligations of the transferee to MRTI or its Affiliates;

(i) Franchisee and Franchisee's Owners shall execute a noncompetition covenant, in form and substance satisfactory to MRTI, in favor of MRTI and the transferee agreeing, for a period of no less than two (2) years, starting on the effective date of the transfer, that Franchisee and Franchisee's Owners will not directly or indirectly own any legal or beneficial interest in, or render services or give advice to, any Competitive Business that is located or operating within a radius of 200 miles from the Shop; and

(j) Franchisee and Franchisee's Owners and Affiliates shall execute such other documents and do such other things as MRTI may reasonably require to protect MRTI's rights under the Transaction Documents.

12.03 Disability or Death of Controlling Owner of Franchisee. Upon the permanent disability or death of an Owner of a controlling interest in Franchisee (as determined by MRTI in its Reasonable Business Judgment), the executor, administrator or other personal representative of such person shall transfer his or her interest in Franchisee to a third party approved by MRTI, in its sole discretion, in accordance with all of the applicable provisions of Section 12 within a reasonable period of time, not to exceed nine (9) months from the date of permanent disability or death.

12.04 MRTI's Right of First Refusal. If Franchisee or any of its Owners desire to make a Transfer of the Franchise, Franchisee or such Owner must first comply with the provisions of Sections 12.01 and 12.02. Thereafter, if Franchisee or any of its Owners desires to make a Transfer of the Franchise, Franchisee or such

Owner shall obtain a bona fide, executed written offer from a responsible and fully disclosed purchaser and shall deliver immediately to MRTI a complete and accurate copy of such offer. Any written offer that does not comply with the provisions of Sections 12.01 and 12.02 shall not constitute a bona fide written offer. If the offeror proposes to buy any other property or rights from Franchisee or any of its Owners or Affiliates (other than rights under the Transaction Documents or under other franchise agreements for Michelin Retread Shops) as part of the bona fide offer, the proposal for such property or rights must be set forth in a separate, contemporaneous offer that is disclosed to MRTI, and the price and terms of purchase offered to Franchisee or its Owners for the Transfer of the Franchise must reflect the bona fide price offered therefor and may not reflect any value for any other property or rights.

MRTI has the option, exercisable by written notice delivered to Franchisee within 30 days from the date of delivery of a complete and accurate copy of such offer to MRTI, to purchase such interest in the Transaction Documents, in the Franchisee, in the Owner, or in the Shop, for the price and on the terms and conditions contained in such offer, provided that MRTI shall have not less than 90 days from the option exercise date to consummate the transaction. In the event the consideration, terms, and/or conditions offered by a third party are such that MRTI may not reasonably be able to furnish the same consideration, terms, and/or conditions, then MRTI may purchase the interest proposed to be sold for the reasonable equivalent in cash. If the parties cannot agree within a reasonable time on the reasonable equivalent in cash of the consideration, terms, and/or conditions offered by the third party, MRTI at its own expense may designate an independent appraiser to do so and the appraiser's determination shall be binding. MRTI has the right to investigate and analyze the business, assets and liabilities and all other matters MRTI deems necessary or desirable in order to make an informed investment decision with respect to the fairness of the terms of the offer. MRTI may conduct such investigation and analysis in any manner it deems reasonably appropriate, and Franchisee and its Owners agree to cooperate fully with MRTI in connection therewith.

If MRTI exercises its option to purchase, MRTI is entitled to purchase such interest subject to all representations and warranties, closing documents and indemnities MRTI reasonably requires. If MRTI does not exercise its option to purchase, Franchisee and its Owners may complete the sale to such offeror pursuant to and on the exact terms of such offer, subject to MRTI's approval, as stated above, in MRTI's sole discretion, of the transfer as provided in Sections 12.01 and 12.02, provided that if the sale to such offeror is not completed within 90 days after delivery of such offer to MRTI, or if there is a material change in the terms of the offer, Franchisee must promptly notify MRTI, and MRTI will have an additional option to purchase (on the terms of the revised offer, if any, and otherwise as set forth herein) during the 30 day period following Franchisee's notification of the expiration of the 90 day period or the material change to the terms of the offer.

12.05 Franchisee Bankruptcy. If Franchisee files or becomes the subject of a petition for relief under Title 11 of the United States Code or under any successor or similar federal or state bankruptcy, insolvency or receivership statute (hereafter referred to as "Franchisee's Bankruptcy"), and, for any reason, this Agreement is not terminated pursuant to Section 13, then Franchisee shall immediately inform MRTI of Franchisee's Bankruptcy and disclose the specific court in which such action is pending.

In the event of Franchisee's Bankruptcy, Franchisee acknowledges that Franchisee's accounts receivable are part of the PMSI Collateral and, as such may not be used by Franchisee without the express consent of MRTI and its Affiliates or court approval. Franchisee acknowledges that, in order to adequately protect the interests of MRTI and its Affiliates in the PMSI Collateral, it would be necessary that: (a) Franchisee continue timely performance of all monetary and non-monetary obligations to MRTI and its Affiliates; (b)

Franchisee grant to MRTI and its Affiliates replacement liens on new or additional PMSI Collateral, in addition to and not in substitution for the liens of MRTI and its Affiliates on the PMSI Collateral immediately prior to Franchisee's Bankruptcy; and (c) MRTI and its Affiliates be granted administrative expense priority claims equal to the amount of any decrease in the value of the PMSI Collateral following Franchisee's Bankruptcy.

Franchisee acknowledges that this Agreement is an executory contract. In the event of Franchisee's Bankruptcy, promptly upon written demand by MRTI, but in no event more than 30 days following such demand, Franchisee shall decide whether to assume or reject this Agreement as an executory contract, shall advise MRTI of Franchisee's decision, shall advise MRTI of the manner in which Franchisee proposes to provide MRTI with adequate assurances of future performance, and shall diligently pursue any required approvals.

In the event of Franchisee's Bankruptcy, if Franchisee wishes to assign this Agreement to any person or entity who has made a bona fide offer to accept an assignment of this Agreement, then written notice of such proposed assignment, setting forth the name and address of the proposed assignee and all of the terms and conditions of the proposed assignment, shall be given to MRTI within 20 days after receipt of such proposed assignee's offer to accept the assignment of this Agreement, and, in any event, within 10 days prior to the date that the application is made to a court of competent jurisdiction for authority and approval to enter into such assignment. MRTI shall thereupon have a right of first refusal on the terms and conditions set forth in Section 12.04, except that MRTI shall deliver notice to Franchisee of the exercise of its right of first refusal prior to the effective date of the proposed assignment.

12.06 Transfer by MRTI. MRTI has the right to transfer or assign all or any part of MRTI's rights or obligations under this Agreement or the other Transaction Documents to any person or legal entity. If the assignee shall expressly assume and agree to perform all of MRTI's obligations under this Agreement or the other Transaction Documents accruing after the date of assignment, then the assignee shall become solely responsible for such obligations and the assignor shall have no liability therefor. In addition, and without limiting the foregoing, MRTI may sell its assets; may sell its securities in a public offering or in a private placement; may merge with or acquire other corporations, or be acquired by another corporation; and may undertake any refinancing, recapitalization, leveraged buy-out, or other economic or financial restructuring.

13. TERMINATION OF AGREEMENT.

13.01 Immediate Termination. Franchisee will be in material breach of this Agreement, and this Agreement will automatically terminate without notice: (a) if Franchisee becomes insolvent by reason of its inability to pay its debts as they mature; (b) if Franchisee is adjudicated bankrupt or insolvent; (c) if Franchisee files a petition in bankruptcy, reorganization or similar proceedings under the bankruptcy laws of the United States or has such a petition filed against it which is not discharged within 30 days; (d) if a receiver or other permanent or temporary, custodian, is appointed for Franchisee's business, assets or property; or (e) if Franchisee requests the appointment of a receiver or makes a general assignment for the benefit of creditors. Franchisee will be in material breach of this Agreement and this Agreement shall terminate automatically upon notice, which MRTI may issue in its sole discretion: (a) if final judgment against Franchisee in the amount of Fifty Thousand Dollars ($50,000) or more remains unsatisfied of record for 30 days or longer; (b) if Franchisee's bank accounts, property or accounts receivable are attached; (c) if execution is levied against Franchisee's business or property; (d) if suit is filed to foreclose any lien or mortgage against any of Franchisee's assets and such suit is not dismissed within 30 days; (e) if Franchisee voluntarily dissolves or liquidates or has a petition for dissolution filed against it and such petition is not dismissed within 30 days; (f) Franchisee fails to comply

with federal, state, or local law, ordinance, regulation or executive order related to the operation of the MRTI's System or the retread shop(s); (g) the premises of any retread shop operated by Franchisee is seized, taken over or foreclosed by either a creditor, lien holder, or governmental or quasi-governmental entity; (h) Franchisor, in Franchisor's sole discretion, determines that continued operation of the retread shop(s) of the Franchisee will result in danger to the public health or safety; or (i) if Franchisee is unable to pay its debts as they come due.

13.02 Termination by MRTI upon Notice. In addition to MRTI's right to terminate pursuant to other provisions of this Agreement and under applicable law, MRTI has the right to terminate any or all of the Transaction Documents, effective upon delivery of notice of termination to Franchisee, if Franchisee or any of its Owners or Affiliates:

(a) fails to open the Shop and start business, as provided in Section 3.02;

(b) abandons or fails to actively operate the Shop for thirty consecutive calendar days;

(c) attempts to remove, sell, transfer, lease, encumber or part with possession of the MRTI Equipment or any part thereof;

(d) makes any material misstatement or omission in the application for the rights granted hereunder or in any other information provided to MRTI;

(e) suffers cancellation or termination of the lease for the Shop;

(f) is convicted of, or pleads no contest to, a felony or other crime or offense that MRTI reasonably believes may adversely affect the goodwill or image associated with the Marks (including such a conviction or plea by an officer of Franchisee or any of its Owners or Affiliates);

(g) makes, or attempts to make, an unauthorized Transfer of the Franchise or fails to Transfer the Franchise, or the interest of a deceased or disabled controlling Owner of Franchisee, as provided in Section 12.03;

(h) makes any unauthorized use or disclosure of any Confidential Information, including inadequate control or protection of uncured Michelin Rubber, or uses, duplicates or discloses any portion of the Operating Manual in violation of the Transaction Documents;

(i) fails to timely pay, or unilaterally reduces or deducts from, amounts due for MRTI Rubber Products, or any other payments due to MRTI or any of its Affiliates, and does not correct such failure within ten days after written notice of such failure is delivered to Franchisee;

(j) fails to comply with any other provision of the Transaction Documents, any mandatory specification, standard or operating procedure prescribed by MRTI or any other agreement with MRTI or any of its Affiliates and does not correct such failure within 30 days after notice of such failure to comply is delivered to Franchisee;

(k) makes an unauthorized payment, or provides unauthorized benefit to, an employee of MRTI or any of its Affiliates;

(l) fails on three or more separate occasions within any period of 12 consecutive months to comply with any one or more provisions of this Agreement or any mandatory specification, standard or operating procedure prescribed by MRTI, whether or not such failure is corrected after notice is delivered to Franchisee; or

(m) defaults in any of the Transaction Documents or other agreement with MRTI or its Affiliates which is not cured in accordance with the terms of any such agreement.

14. EFFECT OF TERMINATION OR EXPIRATION.

14.01 Payment of Amounts Owed to MRTI. Within 30 days after the effective date of termination of this Agreement, Franchisee agrees to pay MRTI all amounts owed for MRTI Rubber Products, interest due on any of the foregoing and all other amounts owed to MRTI or its Affiliates which are then unpaid, including amounts related to damages caused by Franchisee's breach of this Agreement or any other Transaction Document. Franchisee agrees to pay such amounts to MRTI within said 30-day period, even if MRTI elects to terminate this Agreement as a result of breach of this Agreement or any other Transaction Document.

14.02 Discontinue Use of Marks and MRTI System. Upon the termination or expiration of this Agreement, Franchisee shall:

(a) immediately cease identifying Franchisee as a MRTI franchisee, or suggesting any connection or relationship between Franchisee and MRTI, and if requested by MRTI, shall make any corrective actions and/or advertising to inform the public that the franchise relationship has ceased;

(b) not directly or indirectly at any time or in any manner use any Mark or any colorable imitation or other indicia of a Michelin Retread Shop;

(c) take such action as may be required to cancel all fictitious or assumed name registrations relating to Franchisee's use of any Mark;

(d) notify the telephone company and all telephone directory publishers of the termination or expiration of Franchisee's right to use the Marks in connection with any of Franchisee's telephone numbers, and remove all Marks and other indicia that Franchisee operates a MRTI Retread Shop from any and all regular, classified or other telephone directory listings;

(e) immediately cease using, and cease making any representation of using, the MRTI Process and the MRTI System;

(f) immediately cease using and return to MRTI any licensed software, and, in the event MRTI exercises its purchase option in the MRTI Equipment, follow the procedure set forth in paragraph 6 of the MRTI Equipment Purchase Rider;

(g) promptly return to MRTI all signs, marketing and advertising materials, and other materials and supplies which display any of the Marks or any distinctive features, images, or designs associated with Michelin Retread Shops;

(h) immediately cease to use all Confidential Information and return to MRTI all copies of the Operating Manual and any other materials which have been loaned to Franchisee or prepared pursuant to the Transaction Documents that are not expressly deemed by MRTI to be public, non-confidential information;

(i) immediately cease to use all computer hardware and software leased and/or licensed by MRTI or any of its Affiliates and comply with Franchisee's obligations under applicable lease and license agreements and delete all MRTI Confidential Information in electronic form;

(j) promptly, upon MRTI's request, sell (free and clear of any and all liens, encumbrances, liabilities and restrictions whatsoever) to MRTI at Franchisee's cost, less 10% for shipping and handling, all inventories of usable MRTI Rubber Products located at the Shop, including all inventories of unused Michelin Rubber, whether cured or uncured. MRTI shall have the right to set off against and reduce the purchase price by any and all amounts owed by Franchisee or any of its Owners or Affiliates to MRTI and its Affiliates, except for obligations secured by the PMSI Collateral. Franchisee shall promptly destroy any remaining inventory of MRTI Rubber Products; and

(k) within 30 days after the effective date of termination or expiration, furnish evidence satisfactory to MRTI of Franchisee's compliance with the foregoing obligations.

14.03 Continuing Obligations. All obligations under this Agreement which expressly or by their nature survive its expiration or termination shall continue in full force and effect until they are satisfied in full or by their nature expire.

15. RELATIONSHIP OF THE PARTIES.

15.01 Independent Contractors. MRTI and Franchisee, as between themselves, are and shall be independent contractors. Neither the Transaction Documents nor the dealings of the parties pursuant to this Agreement shall create any fiduciary relationship or any other relationship of trust or confidence. Nothing contained in the Transaction Documents, or arising from the conduct of the parties thereunder, is intended to make either party a general or special agent, joint venturer, partner or employee of the other for any purpose whatsoever. Franchisee agrees to conspicuously identify itself in all dealings with customers, lessors, contractors, suppliers, public officials, employees and others as the owner of the Shop. Franchisee agrees to place such other notices of independent ownership on purchase orders, business cards, stationery, marketing and advertising materials and other materials as MRTI may require from time to time.

Franchisee may not make any express or implied agreements, warranties, guarantees or representations or incur any debt in MRTI's name or on MRTI's behalf or represent that the relationship of the parties hereto is anything other than that of independent contractors. MRTI will not be obligated by or have any liability under any agreements made by Franchisee with any third party or for any representations made by Franchisee to any third party. Franchisee shall not obligate MRTI for any damages or liabilities to any person or property arising directly or indirectly out of the operation of Franchisee's business hereunder.

15.02 Indemnification. Franchisee agrees to indemnify and hold harmless to the fullest extent permitted by law, MRTI, its Affiliates and their respective directors, officers, employees, shareholders, agents, successors and assigns (collectively "Indemnitees") from any and all Losses and Expenses (as hereinafter defined) incurred in connection with any litigation or other form of adjudicatory procedure, claim, demand,

investigation, or formal or informal inquiry (regardless of whether it is reduced to judgment) or any settlement thereof which arises directly or indirectly from, as a result of, or in connection with Franchisee's development or operation of the Shop, performance or nonperformance of this Agreement or the sale, delivery or installation of any retreaded tire or other services performed by the Franchisee (collectively "Event"), and regardless of whether it resulted from any strict or vicarious liability imposed by law on the Indemnitees, including any product liability, failure to warn or warranty claims relating to tires retreaded by Franchisee using the MRTI Process, or any claims relating to the delivery and installation of the MRTI Equipment or the operation, use, maintenance or repair of MRTI Equipment, including any act or omission of Franchisee, its Affiliates, employees, subcontractors or agents in any way relating to or arising from such Event or other activity; provided, however, that this indemnity shall not apply to any liability arising from the gross negligence or willful acts of Indemnitees (except to the extent that joint liability is involved, in which event the indemnification provided herein shall extend to any finding of comparative or contributory negligence attributable to Franchisee). As used in this Section, the term "Losses and Expenses" shall be deemed to include compensatory, exemplary, and punitive damages; fines and penalties; attorneys' fees; experts' fees; court costs; costs associated with investigating and defending against claims; settlement amounts; judgments; compensation for damages to MRTI's reputation and goodwill; and all other costs associated with any of the foregoing. Franchisee agrees to give MRTI prompt notice of any event of which Franchisee is aware for which indemnification is required, and, at Franchisee's expense and risk, MRTI may elect to assume (but under no circumstances is obligated to undertake) the defense and/or efforts to effect settlement thereof. MRTI's assumption of the defense or settlement efforts does not modify Franchisee's indemnification obligation. MRTI may, in its sole discretion, take such action to investigate, defend, or settle any event or take other remedial or corrective actions with respect thereto as may be, in MRTI's sole discretion, necessary for the protection of the Indemnitees or Michelin Retread Shops generally. This Section shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

15.03 Taxes. Franchisee agrees to promptly pay to MRTI and/or its Affiliate(s) an amount equal to all taxes levied or assessed, including unemployment taxes, sales taxes, use taxes, withholding taxes, excise taxes, personal property taxes, intangible property taxes, gross receipt taxes, taxes on royalties, any similar taxes or levies, imposed upon or required to be collected or paid by MRTI or any of its Affiliates by reason of the furnishing of products, intangible property (including trademarks), equipment or services to Franchisee. Franchisee agrees to fully cooperate in connection with any filings of required tax returns and reports by MRTI or its Affiliate concerning the MRTI Equipment and to fully cooperate in connection with any tax audits. In the event of a bona fide dispute as to Franchisee's liability for taxes, Franchisee may contest its liability in accordance with applicable law. In no event, however, will Franchisee permit a tax sale, seizure, or attachment to occur against the Shop, the MRTI Equipment or any of the contents or assets of the Shop.

16. MISCELLANEOUS.

16.01 Governing Law. This Agreement and all disputes between the parties shall be governed by and construed under the laws of the State of South Carolina, without regard to the application of South Carolina conflict of law principles.

16.02 Exclusive Jurisdiction. Franchisee and each of Franchisee's Owners agrees that the state or federal court of general jurisdiction in the judicial district in which MRTI has its principal place of business at the time of commencement of proceedings shall be the venue and exclusive forum in which to adjudicate any case or controversy arising from or relating to this Agreement, the Transaction Documents and any personal

covenants or guarantees by Franchisee's Owners. Franchisee and each of its Owners irrevocably submits to the jurisdiction of such courts and waives any objections to either the jurisdiction of or venue in such courts.

16.03 Code of Ethics. Employees of MRTI and its Affiliates are bound by a company Code of Ethics that prohibits corruption. MRTI will actively combat corruption and avoid even the appearance of corruption in all our business dealings. All MRTI employees are responsible for understanding and following rules related to giving and receiving hospitality and gifts and will refrain from giving or accepting hospitality or gifts that improperly influence commercial decisions or regulatory approvals. The policy against corruption applies globally; policies are not flexible based on the laws or common practices in any given country. MRTI prohibits all forms of bribery, no matter how small the amount given or received. Franchisee must conduct business in accordance with this anti-corruption policy. MRTI will terminate relationships with franchisees that do not demonstrate the willingness to follow our anti-corruption policy. A full copy of the Code of Ethics will be made available to Franchisee upon request.

16.04 Injunctive Relief. MRTI may seek to obtain at any time in any court of competent jurisdiction any order for specific performance or injunctive relief, including temporary restraining orders and preliminary injunctions, against conduct or threatened conduct for which no adequate remedy at law may be available or which may cause MRTI irreparable harm. MRTI may have such specific performance or injunctive relief, without bond, but upon due notice, in addition to such further and other relief as may be available at equity or law, and Franchisee's sole remedy in the event of the entry of such specific performance or injunction order, shall be the dissolution of such order, if warranted (all claims for damages by reason of the wrongful issuance of any such order being expressly waived hereby). Franchisee and each of its Owners acknowledges that any violation of Sections 9, 10, 12 and/or 14.02 hereof would result in irreparable injury to MRTI for which no adequate remedy at law may be available. Accordingly, Franchisee and each of its Owners consents to the issuance of an injunction at MRTI's request (without posting a bond or other security) prohibiting any conduct in violation of any of those Sections and agrees that the existence of any claims Franchisee or any of its Owners may have against MRTI, whether or not arising herefrom, shall not constitute a defense to the enforcement of any of those Sections.

16.05 Costs and Attorneys' Fees. If MRTI or any of its Affiliates claim in any judicial proceeding that Franchisee or any of its Owners owes MRTI or any of its Affiliates money or that Franchisee or any of its Owners has breached any provisions of the Transaction Documents, and MRTI or such Affiliate prevails on such claim, then MRTI or its Affiliate shall be awarded its costs and expenses incurred in connection with such proceedings, including reasonable attorneys' fees.

16.06 Limitations on Legal Claims. Except with respect to Franchisee's obligations herein regarding the Confidential Information and the Marks, MRTI and Franchisee (and its Owners) each waives, to the fullest extent permitted by law, any right to or claim for any punitive or exemplary damages against the other. Franchisee and each of its Owners waive, to the fullest extent permitted by applicable law, the right to recover multiple, punitive or consequential damages for any claim directly or indirectly arising from or relating to the Transaction Documents or the relationship between the parties. Furthermore, the parties agree that any legal action in connection therewith shall be tried to the court sitting without a jury, and all parties waive any right to have any action tried by jury.

16.07 Severability and Substitution of Provisions. Every part of this Agreement shall be considered severable. If for any reason any part of this Agreement is held to be invalid, that determination shall not impair the other parts of this Agreement. If any covenant herein which restricts competitive activity

is deemed unenforceable by virtue of its scope in terms of geographical area, type of business activity prohibited and/or length of time, but could be rendered enforceable by reducing any part or all of it, the parties agree that it will be enforced to the fullest extent permissible under applicable law and public policy. If any applicable law requires a greater prior notice of the termination of this Agreement, a different standard of "good cause", or the taking of some other action not required hereunder, then the prior notice, "good cause" standard and/or other action required by such law shall be substituted for the comparable provisions hereof. If any provision of the Transaction Documents or any specification, standard or operating procedure prescribed by MRTI is invalid or unenforceable under applicable law, MRTI has the right, in its sole discretion, to modify such invalid or unenforceable provision, specification, standard or operating procedure to the extent required to make it valid and enforceable.

16.08 Waiver of Obligations. MRTI and Franchisee may by written instrument unilaterally waive or reduce any obligation of the other under this Agreement. Any waiver granted by either party shall be without prejudice to any other rights such party may have, will be subject to continuing review and may be revoked at any time and for any reason, effective upon delivery to the other party of ten days' prior written notice. MRTI and Franchisee shall not be deemed to have waived any right reserved by this Agreement by virtue of any custom or practice of the parties at variance with it; any failure, refusal or neglect by Franchisee or MRTI to exercise any right under this Agreement (except as provided in Section 16.09 hereof) or to insist upon exact compliance by the other with its obligations hereunder; any waiver, forbearance, delay, failure or omission by MRTI to exercise any right, whether of the same, similar or different nature, with respect to other Michelin Retread Shops; or the acceptance by MRTI of any payments due from Franchisee after any breach of any provisions in the Transaction Documents.

16.09 Exercise of Rights. The rights of the parties hereunder are cumulative and no exercise or enforcement by either party of any right or remedy hereunder shall preclude the exercise or enforcement by either party of any other right or remedy hereunder which that party is entitled to enforce by law. Notwithstanding the foregoing, and except as otherwise prohibited or limited by applicable law, any failure, neglect, or delay of a party to assert any breach or violation of any legal or equitable right arising from or in connection with the Transaction Documents or the relationship between the parties shall constitute a waiver of such right and shall preclude the exercise or enforcement of any legal or equitable remedy arising therefrom, unless written notice specifying such breach or violation is provided to the other party within 12 months after the later of: (a) the date of such breach or violation; or (b) the date of discovery of the facts (or the date the facts could have been discovered, using reasonable diligence) giving rise to such breach or violation.

16.10 Construction. This Agreement and the Transaction Documents constitute multiple parts of a single transaction and are to be construed in such fashion. The language of this Agreement and the Transaction Documents shall be construed according to its fair meaning and not strictly against any party. The introduction, personal covenants or guarantees of Owners, schedules and riders (if any) to this Agreement, as well as the Operating Manual, are a part of this Agreement, which, along with the Transaction Documents constitute the entire agreement of the parties. Except as otherwise expressly provided herein and other than in the Franchise Disclosure Document received by Franchisee, there are no other oral or written agreements, understandings, representations or statements relating to the subject matter of this Agreement that either party may or does rely on or that will have any force or effect. In the event of a direct conflict between the terms of this Agreement and the terms of any other Transaction Documents (excluding the Dealer Sales Agreement), the terms of this Agreement shall govern. Except as otherwise expressly provided, nothing in the Transaction

Documents shall be deemed to confer any rights or remedies on any person or legal entity not a party hereto. This Agreement shall not be modified except by written agreement signed by both parties.

The headings of sections are for convenience only and do not limit or construe their contents. The word "including" (or any variation thereof) shall be construed to include the words "without limitation." The term "Franchisee" is applicable to one or more persons, a corporation, limited liability company, partnership or other legal entity, as the case may be. If two or more persons are at any time Franchisee hereunder, whether as partners, joint venturers or otherwise, their obligations and liabilities to MRTI shall be joint and several.

This Agreement is binding on the parties hereto and their respective executors, administrators, heirs, assigns and successors in interest. Any and all rights and obligations of MRTI under this Agreement may, at MRTI's sole discretion, be exercised or performed by any Affiliate of MRTI, provided, however, that MRTI shall be solely and exclusively responsible to Franchisee for the performance of any such obligations delegated to any Affiliate and no such Affiliate shall have any liability whatsoever to Franchisee or others, directly or indirectly, as a result of, in connection with or relating to exercising any such rights or performing any such obligations. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Time is of the essence in this Agreement.

16.11 Approvals and Consents. Whenever this Agreement or the Transaction Documents require the approval or consent of either party, the other party shall make written request therefor, and such approval or consent shall be obtained in writing; provided however, unless specified otherwise in this Agreement or in the Transaction Documents, such party may withhold approval or consent at its sole discretion.

16.12 Notices and Payments. All notices, requests and reports permitted or required to be delivered by this Agreement or the Transaction Documents shall be deemed delivered: (a) at the time delivered by hand to the recipient party (or to an officer, director or partner of the recipient party); (b) on the same day of the transmission by facsimile, telegraph or other reasonably reliable electronic communication system; (c) 1 business day after being placed in the hands of a commercial courier service for guaranteed overnight delivery; or (d) 5 business days after placement in the United States Mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid and addressed to the party to be notified at the address identified in this Agreement below. All payments and reports required by this Agreement shall be sent to MRTI at the address identified in this Agreement unless and until a different address has been designated by written notice. No restrictive endorsement on any check or in any letter or other communication accompanying any payment shall bind MRTI, and MRTI's acceptance of any such payment shall not constitute an accord and satisfaction.

16.13 Force Majeure. Neither MRTI, Franchisee nor their Affiliates shall be liable for any delay in the performance of its or their obligations hereunder (other than payment obligations) caused by fire, explosions, strikes, disputes, wars or other hostilities, insurrections, revolutions, terrorism, earthquakes, floods, epidemics or quarantine restrictions, unforeseeable governmental restrictions or controls, transportation embargoes or interruptions, acts of God, delay in transportation, inability to obtain raw materials, inability to secure products or services of other persons or transportation facilities, or any other cause beyond its or their reasonable control ("Force Majeure Event"). The party so prevented from complying shall, in said party's reasonable estimation and as soon as reasonably possible, give written notice to the other party of the nature and probable duration of such Force Majeure Event, and of the extent of its effect on such party's performance hereunder. Each party shall, in the event it experiences a Force Majeure Event, make reasonable efforts to

remove such disability, except for labor disputes that shall be solely within said party's discretion. The disabled party shall try to remove the disability as soon as reasonably possible.

16.14 Receipt of Disclosure Document and Agreement. Franchisee acknowledges having received MRTI's franchise disclosure document by the earliest of: (a) 14 calendar days before signing any binding agreement or making any payment to MRTI (or any Affiliate of MRTI) relating to this Agreement; (b) the first personal meeting to discuss the acquisition of the franchise if Franchisee or the Shop is located in New York; or (c) 10 business days before signing any binding agreement or making any payment to MRTI (or any Affiliate of MRTI) in connection with this Agreement if Franchisee or the Shop is located in Michigan or New York.

16.15 Franchisee's Acknowledgments. The following acknowledgments shall be made by and binding on all franchisees and Shops, except if this Agreement or the relationship between Franchisee and MRTI is subject to state franchise registration and/or disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington or Wisconsin: (a) Franchisee has read this Agreement and MRTI's franchise disclosure document, understands the terms of this Agreement and accepts them as being reasonably necessary to maintain MRTI's image and standards and to protect the goodwill of the Marks and the integrity of the MRTI System; (b) Franchisee has conducted an independent investigation of the business contemplated by this Agreement and recognizes that an investment in a Michelin Retread Shop involves business risks, that the success of the venture is largely dependent on Franchisee's own business abilities, efforts and financial resources, and that the nature of Michelin Retread Shops may change over time; and (c) Franchisee has not received or relied on any guaranty or assurance, express or implied, as to the revenues, profits or success of the business venture contemplated by this Agreement.

16.16 Franchisee's Representations. Franchisee and its Owners represent and warrant that: (a) neither Franchisee nor any of its Owners has made any untrue statement of any material fact or has omitted to state any material fact in obtaining the rights granted hereunder; and (b) the execution and performance of this Agreement will not violate any other agreement to which Franchisee or any of its Owners may be bound. Franchisee and its Owners recognize that MRTI has approved Franchisee's application in reliance on all of the statements Franchisee and its Owners have made in connection therewith.

16.17 Alternative Dispute Resolution. The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between representatives who have authority to settle the controversy. Controversies or claims arising out of or relating to this Agreement, if not settled by negotiation, may be settled by arbitration at MRTI's election, in accordance with the following provisions, which arbitration shall be final and binding upon the parties, their successors and assigns, and that the following provisions constitute a binding arbitration clause under applicable law. All arbitration proceedings shall be held in the state and county in which MRTI has its principal place of business at the time of commencement of the arbitration proceeding (currently, Greenville, South Carolina), and Franchisee consents to the exclusive personal jurisdiction and venue of such state and county for any and all arbitration proceedings. MRTI may initiate arbitration of a dispute by delivery of a demand to Franchisee. The arbitration shall be conducted pursuant to the Federal Arbitration Act, as amended from time to time. All hearings shall be conducted on an expedited schedule, and all proceedings shall be confidential. Notwithstanding the other provisions of this Section, MRTI may also seek equitable or any other relief in any court of competent

jurisdiction. The non-prevailing party shall pay all costs of the arbitration or other legal proceedings, including the fees and expenses of the arbitrator and the reasonable attorneys' fees and expenses of the prevailing party.

16.18 **No Waiver or Disclaimer of Reliance in Certain States**. The following provision applies only to franchisees and franchises that are subject to the state franchise disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin:

> No statement, questionnaire, or acknowledgement signed or agreed to by Franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by us, any franchise seller, or any other person acting on behalf of Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed and delivered this agreement on the day and year first above written.

FRANCHISEE

_____

By:_____
Print Name:_____
Title:_____

If Individuals:

_____
(Signature)

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

MICHELIN RETREAD TECHNOLOGIES, INC., a Delaware corporation

By:_____
Print Name:_____
Title:_____

SCHEDULE 1

TO FRANCHISE AGREEMENT

LIST OF MRTI EQUIPMENT

(Name of corporation, limited liability company or partnership)	MICHELIN RETREAD TECHNOLOGIES, INC., a Delaware Corporation
By:_____	By:_____
Print Name:_____	Print Name:_____
Title:_____	Title:_____

SCHEDULE 2

TO FRANCHISE AGREEMENT

IDENTIFICATION OF FRANCHISEE ENTITY AND OWNERS

1. Form of Entity of Franchisee.

(a) Corporation. Franchisee was incorporated on _____, _____, under the laws of the State of _____. It has not conducted business under any name other than its corporate name. The following is a list of all of Franchisee's directors and officers as of _____, 20_____, as provided on the Corporate Information Questionnaire completed by Franchisee.

Name of Each Director/Officer	Position(s) Held

(b) Partnership. Franchisee is a [general] [limited] partnership formed on _____, _____ under the laws of the State of _____. It has not conducted business under any name other than its partnership name. The following is a list of all of Franchisee's partners as of _____, 20___.

Name of Partner	Type of Partner (General or Limited)

(c) Other. Please specify. _____

2. Owners. Franchisee and each of its Owners represent and warrant that the following is a complete and accurate list of all Owners of Franchisee, including the full name, mailing address and federal tax ID number of each Owner (as applicable), and fully describes the nature and extent of each Owner's interest in Franchisee. Franchisee, and each Owner as to his ownership interest, represents and warrants that each Owner is the sole and exclusive legal and beneficial owner of his ownership interest in Franchisee, free and clear of all liens, restrictions, agreements and encumbrances of any kind or nature, other than those required or permitted by this Agreement.

Owner's Name, Address and Federal Tax ID Number	Description of Interest
_____ Name	_____
_____ Address	_____
_____ Federal Tax ID Number	_____
_____ Name	_____
_____ Address	_____
_____ Federal Tax ID Number	_____
_____ Name	_____
_____ Address	_____
_____ Federal Tax ID Number	_____

Submitted by Franchisee
on _____, 20___.

Accepted by MRTI and made a part of the Franchise Agreement as of
_____, 20____.

(Name of corporation, limited liability company or partnership)

MICHELIN RETREAD TECHNOLOGIES, INC., a Delaware Corporation

By:_____

Print Name:_____

Title:_____

By:_____

Print Name:_____

Title:_____

Owners:

_____
(Signature)

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

EXHIBIT B-1

PERSONAL GUARANTY OF FRANCHISEE'S OBLIGATIONS

PERSONAL GUARANTY OF

FRANCHISEE'S OBLIGATIONS

In consideration of, and as an inducement to and material consideration for, MICHELIN RETREAD TECHNOLOGIES, INC. ("MRTI") to enter into the Franchise Agreement dated as of _____, 20__ (the "Agreement") by and between MRTI and _____ _____ ("Franchisee"), each of the undersigned (collectively, "Guarantor") has entered into this personal guaranty (this "Guaranty"). Guarantor hereby irrevocably, personally and unconditionally guarantees to MRTI, its affiliates, and their successors and assigns, for the term of the Agreement (and any renewals or extensions thereof) and thereafter as provided in the Agreement and until all sums due under the Agreement have been paid in full and all obligations thereunder are fulfilled: (a) that Franchisee shall punctually pay and perform each and every financial obligation, undertaking and agreement set forth in the Agreement and that each and every representation of Franchisee made in connection with the Agreement is true, correct and complete in all respects at and as of the time given; and (b) the performance and fulfillment of all of Franchisee's obligations under the terms of the Agreement as fully and to the same extent as though Guarantor and Franchisee had been named in the Agreement as franchisees therein with joint and several liability, including without limitation. Guarantor agrees personally to be financially bound by, and personally liable for the breach of any of Franchisee's obligations under the Agreement.

Guarantor waives: (a) acceptance and notice of acceptance by MRTI or its affiliates of the foregoing undertakings; (b) notice of demand for payment of any indebtedness; (c) protest and notice of default to any party with respect to the indebtedness; (d) any right he may have to require that an action be brought against Franchisee or any other person as a condition of liability; and (e) any and all other notices and legal or equitable defenses to which he may be entitled. Guarantor hereby expressly waives any defense in law or in equity which is not or would not be available to Franchisee, and shall not be entitled to make any defense which Franchisee could not make or invoke against any claim asserted by MRTI or its affiliates or in any suit or action instituted by MRTI or its affiliates to enforce this Guaranty or the Agreement. Further, Guarantor shall not be relieved from any liability of Franchisee. It being the intent hereof that the liability of Guarantor is primary and unconditional.

Guarantor consents and agrees that: (a) his or her direct and immediate liability under this Guaranty shall be joint and several; (b) he or she shall render any payment required under the Agreement upon demand if Franchisee fails or refuses punctually to do so; (c) such liability shall not be contingent or conditioned upon pursuit by MRTI or its affiliates of any remedies against Franchisee or any other person; (d) he or she has an interest in and profits from the business relationships and activities of Franchisee; (e) such liability shall not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which MRTI or its affiliates may from time to time grant to Franchisee or to any other person including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims, none of which shall in any way modify or amend this Guaranty, which shall be continuing and irrevocable during the term of the Agreement; (f) Guarantor's liability hereunder shall continue and remain in full force and effect in the event that all or any part of such payment or performance is avoided or recovered directly or indirectly from Franchisee as a preference, fraudulent transfer or otherwise, irrespective of (i) any notice of revocation given by Guarantor prior to such avoidance or recovery and (ii) payment in full of all sums due under the Agreement; and (g) any terms used herein shall have the same meaning as in the Agreement unless otherwise defined herein. Guarantor's obligations to make payments in accordance with the terms of this Guaranty shall not be impaired,

modified, changed, released or limited in any manner whatsoever by any impairment, modification, change, release or limitation of the liability of Franchisee or its estate in bankruptcy resulting from the operation of any present or future provision of Title 11 of the United States Code or other statute, or from the decision of any court.

This Guaranty shall be binding upon each Guarantor and his or her heirs, personal representatives and assigns and shall inure to the benefit of MRTI, its affiliates, and their respective successors and assigns.

In the event suit or action is brought upon and in connection with the enforcement of this Guaranty, Guarantor shall pay reasonable attorneys' fees and all court costs incurred by MRTI or its affiliates. Guarantor does hereby further agree that in the event suit or action be brought upon this Guaranty, and all issues arising from or relating to this Guaranty, shall be governed by and construed under the laws of the State of South Carolina, without regard to the application of South Carolina conflict of law principles. Franchisee and each of Franchisee's Owners agrees that the state or federal court of general jurisdiction in the judicial district in which MRTI has its principal place of business at the time of commencement of proceedings shall be the venue and exclusive forum in which to adjudicate any case or controversy arising from or relating to this Guaranty, the Franchise Agreement, the Transaction Documents and any other personal covenants or guarantees by Franchisee's Owners. Franchisee and each of its Owners irrevocably submits to the jurisdiction of such courts and waives any objections to either the jurisdiction of or venue in such courts.

MRTI and Guarantor shall attempt in good faith to resolve any dispute arising out of or relating to this Guaranty, the Agreement, the Transaction Documents or any other personal covenants or guarantees by Franchisee, Guarantor and/or Franchisee's Owners promptly by negotiation between representatives who have authority to settle the controversy. Controversies or claims arising out of or relating to this Agreement, the Transaction Documents, and any other personal covenants or guarantees by Franchisee, Guarantor and/or Franchisee's Owners if not settled by negotiation, may be settled by arbitration at MRTI's election, in accordance with the following provisions, which arbitration shall be final and binding upon the parties, their successors and assigns, and that the following provisions constitute a binding arbitration clause under applicable law. All arbitration proceedings shall be held in the state and county in which MRTI has its principal place of business at the time of commencement of the arbitration proceeding (currently, Greenville, South Carolina), and Guarantor consents to the exclusive personal jurisdiction and venue of such state and county for any and all arbitration proceedings. MRTI may initiate arbitration of a dispute by delivery of a demand to Guarantor. The arbitration shall be conducted pursuant to the Federal Arbitration Act, as amended from time to time. All hearings shall be conducted on an expedited schedule, and all proceedings shall be confidential. Notwithstanding the other provisions of this Section, MRTI may also seek equitable or any other relief in any court of competent jurisdiction. The non-prevailing party shall pay all costs of the arbitration or other legal proceedings, including the fees and expenses of the arbitrator and the reasonable attorneys' fees and expenses of the prevailing party.

IN WITNESS THEREOF, each of the undersigned, as Guarantor, has hereunto affixed his signature, under seal, on the same day and year as the Agreement was executed.

OWNERS	**PERCENTAGE OF OWNERSHIP INTERESTS IN FRANCHISEE**
_____ (Signature)	_____
_____ (Print Name)	
_____ (Signature)	_____
_____ (Print Name)	
_____ (Signature)	_____
_____ (Print Name)	
_____ (Signature)	_____
_____ (Print Name)	

EXHIBIT B-2

PERSONAL COVENANTS

PERSONAL COVENANTS

In consideration of, and as an inducement to, the execution of the Franchise Agreement dated as of _____, 20____ (the "Agreement") by and between MICHELIN RETREAD TECHNOLOGIES, INC. ("MRTI") and _____ ("Franchisee") and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, each of the undersigned owners of an interest in Franchisee hereby agrees personally to be bound by, and personally liable for the breach of, Sections 10, 11 and 12.04 of the Agreement and subject to the provisions of Section 16 of the Agreement as if the undersigned were the "Franchisee" thereunder.

IN WITNESS THEREOF, each of the undersigned has hereunto affixed his signature, under seal, on the same day and year as the Agreement was executed.

GUARANTOR(S)	**PERCENTAGE OF OWNERSHIP INTERESTS IN FRANCHISEE**
_____ (Signature)	_____
_____ (Print Name)	
_____ (Signature)	_____
_____ (Print Name)	
_____ (Signature)	_____
_____ (Print Name)	
_____ (Signature)	_____
_____ (Print Name)	

EXHIBIT B-3

MRTI EQUIPMENT PURCHASE RIDER

MRTI EQUIPMENT PURCHASE RIDER

MRTI EQUIPMENT PURCHASE RIDER - TO THAT CERTAIN MICHELIN RETREAD TECHNOLOGIES, INC. FRANCHISE AGREEMENT ENTERED INTO WITH _____ AS OF _____, 20___ ("the Franchise Agreement").

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, MRTI agrees to sell, and Franchisee agrees to purchase, the MRTI Equipment specified and described in Exhibit A ("Purchased Equipment") in accordance with the terms and conditions, including purchase price, payment, shipping terms and taxes, Exhibit B ("Bill of Sale").

2. MRTI shall deliver and install, or cause to be delivered and installed, the Purchased Equipment at the Shop on such time schedule(s) as MRTI deems reasonably appropriate; provided MRTI shall exert reasonable efforts to complete delivery and installation of the Purchased Equipment within a reasonable period of time before the opening of the Shop. Notwithstanding the foregoing, Franchisee acknowledges and agrees that MRTI shall not be liable for any delay in the delivery and installation of the Purchased Equipment caused by fire, strikes, disputes, war, embargoes, acts of God, delays in transportation, any failure by Franchisee or any other cause beyond MRTI's reasonable control. Franchisee agrees to provide all assistance requested by MRTI and its agents in connection with delivery and installation of the Purchased Equipment.

3. MRTI IS NOT THE MANUFACTURER OF THE MAJORITY OF THE PURCHASED EQUIPMENT, NOR THE MANUFACTURER'S AGENT. MRTI ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES HEREBY EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT TO THE PURCHASED EQUIPMENT, INCLUDING THE MERCHANTABILITY OF THE PURCHASED EQUIPMENT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; THE DESIGN OR CONDITION OF THE PURCHASED EQUIPMENT; THE QUALITY OR CAPACITY OF THE PURCHASED EQUIPMENT; THE WORKMANSHIP IN THE PURCHASED EQUIPMENT; COMPLIANCE OF THE PURCHASED EQUIPMENT WITH THE REQUIREMENTS OF ANY LAW, RULE, OR SPECIFICATION; OR WARRANTY AGAINST PATENT INFRINGEMENT, COPYRIGHT INFRINGEMENT, OR LATENT DEFECT. All such risks, as between MRTI and Franchisee, are to be borne by Franchisee. Franchisee agrees that MRTI provides the Purchased Equipment "as is." MRTI agrees to pass through any manufacturers' warranties to Franchisee, to the extent permitted to do so by the manufacturer. MRTI, in its sole discretion, may offer the original purchaser a written limited warranty on certain parts and service for up to one year from the date of installation, as such warranty may be revised from time to time by MRTI Neither MRTI nor any of its Affiliates are responsible or liable for any direct, indirect, actual, incidental or consequential damages or losses resulting from or relating to the delivery, installation, acceptance, rejection, possession, operation, use, availability of parts, maintenance, repair, condition or return of the Purchased Equipment.

4. Franchisee agrees to use, operate and maintain the Purchased Equipment in a careful and proper manner in compliance with all applicable laws and regulations, all manufacturer's guidelines and all specifications, standards and operating procedures prescribed by MRTI.

5. Franchisee agrees to undertake all required inspections of the Purchased Equipment and, to the extent required by applicable law, post appropriate certificates of inspection or other evidence of approval. Franchisee further agrees: (a) to maintain and/or install such safety features on the Purchased Equipment as are originally

installed or are thereafter recommended by MRTI and in conformity with all applicable safety codes and regulations; and (b) not to alter any safety features on the Purchased Equipment.

6. Upon termination or expiration of this Franchise Agreement or of any renewal Franchise Agreement, MRTI shall have the option, exercisable by written notice within sixty (60) days following such termination or expiration, to repurchase any or all of the Purchased Equipment at the same price paid therefor by Franchisee, depreciated up to the date of repurchase on a straight line basis, assuming an asset life of ten (10) years commencing from the initial date of installation. In the event any piece of Purchased Equipment has been installed for nine (9) years or longer, MRTI's repurchase price for that piece shall be ten percent (10%) of Franchisee's initial purchase price. Any amounts owed to MRTI or its affiliates by Franchisee shall be subtracted from said repurchase price. In the event that MRTI exercises this option to repurchase any or all of the Purchased Equipment, Franchisee must deliver the Purchased Equipment to such address as MRTI may designate, free and clear of all liens and encumbrances and in good operating condition. Franchisee shall be solely responsible for all costs, risks of loss and liability in connection with the removal and shipment of the Purchased Equipment.

7. During the Term of the Franchise Agreement, Franchisee shall not sell, lease or in any other way transfer title or possession of any Purchased Equipment to third parties without first offering in writing such Purchased Equipment for purchase by MRTI at fair market value, free and clear of all liens and encumbrances and in good operating condition. For purposes of this Section 7, "fair market value" shall mean the value mutually established by the Franchisee and MRTI or as determined by an equipment broker mutually selected by Franchisee and MRTI.

(Name of corporation, limited liability company or partnership)	**MICHELIN RETREAD TECHNOLOGIES, INC.**, a Delaware corporation
By:_____	By:_____
Print Name:_____	Print Name:_____
Title:_____	Title:_____

EXHIBIT A

TO MRTI EQUIPMENT PURCHASE RIDER

PURCHASED EQUIPMENT

[TBD]

EXHIBIT B

TO MRTI EQUIPMENT PURCHASE RIDER

BILL OF SALE

BILL OF SALE

This Bill of Sale is entered into as of the _____ day of _____, 20___ between MICHELIN RETREAD TECHNOLOGIES, INC., a Delaware corporation, having a place of business at 101 Harrison Bridge Road, Simpsonville, South Carolina 29681 ("MRTI"), and _____, a _____, having a place of business at _____.

This Bill of Sale is issued pursuant to the MRTI Equipment Purchase Rider ("Equipment Purchase Rider") to that certain MRTI Franchise Agreement for _____, which Equipment Purchase Rider was entered into by and among MRTI and _____ as of the date noted above.

For and in consideration of the sum of _____ Dollars and 00/100 ($____.00), the sufficiency of which is hereby acknowledged by the parties, MRTI hereby [sells and transfers – grant language subject to modification pursuant to jurisdictional requirements] to _____ the Purchased Equipment, as more particularly described in Attachment A attached hereto and incorporated herein by reference. This sale is subject to the terms and conditions of the Equipment Purchase Rider. The sum stated herein does not include sales taxes or costs associated with delivery or installation of the equipment. Any and all taxes related to such sale, including sales tax, and any delivery of installation costs shall be the responsibility of _____. Such costs shall be included in the invoice issued by MRTI to _____ in connection with the sale.

IN WITNESS WHEREOF, the parties have caused this Bill of Sale to be executed as of the day and year first written above.

[INSERT COMPANY NAME]	MICHELIN RETREAD TECHNOLOGIES, INC., a Delaware corporation
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

ATTACHMENT A TO BILL OF SALE

PURCHASED EQUIPMENT

EXHIBIT C

MRTI EQUIPMENT PURCHASE VERIFICATION

MRTI EQUIPMENT PURCHASE VERIFICATION

THIS MRTI EQUIPMENT PURCHASE VERIFICATION (this "Agreement"), dated _____, 20___, is issued in connection with the renewal of the MICHELIN RETREAD TECHNOLOGIES, INC. Franchise Agreement (the "Franchise Agreement") entered into by and between MICHELIN RETREAD TECHNOLOGIES, INC. ("MRTI") and _____("Franchisee") with effective date _____, 20___ for Franchisee's _____ MRTI shop. Any capitalized terms not specifically defined herein shall have the meanings assigned in the Franchise Agreement.

Franchisee expressly acknowledges and verifies as follows:

1. Franchisee has previously purchased the MRTI Equipment specified and described in Exhibit A hereto (the "Purchased Equipment"). By this reference, Exhibit A is incorporated herein and made a part hereof.

2. In connection with such purchase(s), MRTI and Franchisee executed MRTI Equipment Purchase Rider(s).

3. Any and all Purchased Equipment (including all additions, modifications and enhancements) remain subject to the MRTI Equipment Purchase Rider(s).

4. All terms and conditions contained within the MRTI Equipment Purchase Rider(s), or any documents related to the purchase of the Purchased Equipment, survive any renewal of the Franchise Agreement and continue in full force and effect.

IN WITNESS WHEREOF, Franchisee has caused this MRTI Equipment Purchase Verification to be duly executed as of the date and year first above written.

COMPANY NAME

By:_____

Print Name:_____

Title:_____

EXHIBIT A

TO MRTI EQUIPMENT PURCHASE VERIFICATION

MRTI PURCHASED EQUIPMENT

EXHIBIT D

NON-EXCLUSIVE SOFTWARE LICENSE

NON-EXCLUSIVE SOFTWARE LICENSE

This Non-Exclusive Software License ("License"), effective as of _____, 2026, is made between Michelin Retread Technologies, Inc., a Delaware corporation, having a place of business at 101 Harrison Bridge Road, Simpsonville, South Carolina 29681 ("MRTI"), and _____, a _____, having a place of business at _____ ("Franchisee").

1. Definitions

Any terms capitalized but not defined in this License shall have the meaning assigned to such terms in the MRTI Franchise Agreement and related Transaction Documents.

"Equipment" means the equipment leased or sold to Franchisee as part of the MRTI System, which is listed on Exhibit A hereto and made a part hereof. MRTI reserves the right to change the equipment that is considered part of the MRTI System in MRTI's sole discretion.

"License Fee" means the fee paid by Franchisee in exchange for use of the Licensed Software, as set forth in Exhibit B hereto and made a part hereof.

"Licensed Software" means all proprietary software, owned by MRTI, MNA, or its or their affiliates, contained in or used to control or operate the Equipment. MRTI reserves the right to upgrade or modify the Licensed Software that supports the Equipment as deemed appropriate in MRTI's sole discretion.

2. License

Franchisee shall have a site-specific License to use the Licensed Software provided by MRTI solely in conjunction with the equipment leased or purchased from MRTI by Franchisee and operated by Franchisee at the MRTI Shop(s), pursuant to the MRTI Franchise Agreement(s) entered into as of _____ ("Franchise Agreement"). Franchisee cannot assign or transfer this License, which MRTI will also make available to other Franchisees.

3. License Fee

The License Fee is set forth on **Exhibit B** hereto, which is part of this License. MRTI reserves the right to modify the License Fee from time to time.

4. Prohibitions

Franchisee may not copy, alter, amend, reverse-engineer, decompile, transmit to a third party, use at an unauthorized Site(s), or sublicense the Licensed Software.

5. Requirements

Franchisee must permit MRTI to upgrade, patch, or replace the Licensed Software as MRTI deems necessary, in MRTI's sole discretion, without compensation to Franchisee.

If Franchisee obtains, accesses, or uses any hosted/remote artificial intelligence (AI) monitoring services or other software-as-a-service (SaaS) based solutions offered by MRTI, then the SaaS/AI Rider as set forth in **Exhibit C** is incorporated herein by reference.

Video Monitoring. Franchisee acknowledges that the Equipment incorporates artificial intelligence–enabled functionality and embedded software that may include video or still-image recording capabilities ("Recording Features"). Franchisee further acknowledges and agrees that MRTI and/or its affiliates may activate, access, review, and use recordings generated through the Recording Features solely to evaluate and monitor proper installation, operation, utilization, safety, troubleshooting, training verification, quality assurance, system integrity, and compliance with MRTI equipment specifications, operating standards, and Franchise Agreement requirements ("Permitted Monitoring Purposes").

Franchisee shall be solely responsible for determining the legality of enabling and using any Recording Features at its locations and for complying with all applicable federal, state, and local laws relating to workplace surveillance, monitoring, privacy, wiretapping, electronic communications, biometric information, and notice and consent requirements.

Without limiting the foregoing, Franchisee represents, warrants, and covenants that, prior to enabling any Recording Features: (i) Franchisee has provided clear, conspicuous, and legally sufficient notice to all employees, contractors, and other personnel who may be recorded that audio and/or video recording may occur and that such recordings may be accessed and reviewed by MRTI and its affiliates (which may be located outside their country of residence) for the Permitted Monitoring Purposes; (ii) Franchisee has obtained all consents required under applicable law, including any express or written consent required for audio recording, video monitoring, or the collection or use of biometric information; and (iii) such notices and consents are documented, retained, and maintained by Franchisee in accordance with applicable law.

MRTI does not control Franchisee's employment practices or day-to-day operations and does not direct individual employee activities. Franchisee assumes all responsibility and liability arising from the activation or use of the Recording Features, and any failure to comply with this Section shall constitute a material breach of this License.

6. Term and Termination

This License shall terminate upon expiration or termination of the Franchise Agreement, unless earlier terminated by MRTI upon thirty (30) days' written notice for violation by Franchisee of any provision of this License or the Franchise Agreement.

Upon termination of this License, Franchisee shall immediately cease using the Licensed Software, and immediately return it, with all MRTI accompanying materials (including copies of said materials) to MRTI. Franchisee agrees that MRTI may enter its premises, without necessity of legal process, both in-person and by remote electronic access, to delete or remove the Licensed Software and MRTI accompanying materials. Franchisee will offer its full cooperation to MRTI in effecting removal of the software and the MRTI accompanying materials.

Franchisee acknowledges that the Licensed Software is proprietary and will remain the property of MRTI. In the event Franchisee becomes insolvent, Franchisee shall immediately notify MRTI in writing and this provision shall be immediately binding (without the necessity of written notice) on any party to whom Franchisee's interest in the Equipment passes, whether by assignment for the benefit of creditors or by operation of law (collectively, a "Creditor") and, in that event, MRTI shall have the option of: (i) repurchasing the Equipment from such Creditor for its fair market value, or (ii) in MRTI's sole discretion, removing the Licensed Software from the Equipment and replacing it with comparably functioning software.

Upon expiration or earlier termination of this License, Franchisee hereby fully and completely releases and forever discharges and acquits MRTI from any and against all claims, demands, damages, actions, causes of action or suits, of any kind or nature whatsoever, which the Franchisee may presently or in the future have

against them or any one or more of them related to the Licensed Software or this License. Further, Franchisee expressly stipulates and agrees to indemnify and hold forever harmless MRTI from and against all loss from any further claims, damages or actions of any kind or nature whatsoever that may hereafter be brought by any party with respect to any item or any other matter in connection with Licensed Software, the use thereof and/or the application of the same to Franchisee's business operations.

7. Confidentiality

All Licensed Software, and all accompanying materials provided by MRTI, are confidential and proprietary information to MRTI or its Affiliates. Franchisee must take all reasonable precautions to keep such information confidential.

8. No Warranty

The Licensed Software is provided "as is." Neither party shall be liable for any consequential, punitive, or special damages arising from the use by Franchisee of the Licensed Software.

9. No Rights to Marks

Franchisee does not have any right pursuant to this License to use any trademark, trade name, service mark, or logo of MRTI or Michelin, or any companies affiliated with MRTI.

10. Choice of Law, Venue, Jurisdiction

This License and all issues arising from or relating to this License shall be governed by and construed under the laws of the State of South Carolina, without regard to choice-of-law principles. Franchisee agrees that the state or federal court of general jurisdiction in the judicial district in which MRTI has its principal place of business at the time of commencement of proceedings shall be the venue and exclusive forum in which to adjudicate any case or controversy arising from or relating to this License. Franchisee waives the defense of forum non conveniens.

11. Notices

If to MRTI:

Michelin Retread Technologies, Inc.
101 Harrison Bridge Road
Simpsonville, South Carolina 29681
Attention: Director, Franchise Compliance

If to Franchisee:

_____

_____

_____

Attention: President

12. Alternative Dispute Resolution

MRTI and Franchisee shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between representatives who have authority to settle the controversy. Controversies or claims arising out of or relating to this Agreement, if not settled by negotiation, may be settled by arbitration at MRTI's election, in accordance with the following provisions, which arbitration shall be final and binding upon the parties, their successors and assigns, and that the following provisions constitute a binding arbitration clause under applicable law. All arbitration proceedings shall be held in the state and county in which MRTI has its principal place of business at the time of commencement of the arbitration proceeding (currently, Greenville, South Carolina), and Franchisee consents to the exclusive personal jurisdiction and venue of such state and county for any and all arbitration proceedings. MRTI may initiate arbitration of a dispute by delivery of a demand to Franchisee. The arbitration shall be conducted pursuant to the Federal Arbitration Act, as amended from time to time. All hearings shall be conducted on an expedited schedule, and all proceedings shall be confidential. Notwithstanding the other provisions of this Section 12, MRTI may also seek equitable or any other relief in any court of competent jurisdiction. The non-prevailing party shall pay all costs of the arbitration or other legal proceedings, including the fees and expenses of the arbitrator and the reasonable attorneys' fees and expenses of the prevailing party.

IN WITNESS WHEREOF, the parties affix their signatures:

_____,
a _____ corporation

By:_____
Print Name:_____
Title:_____

MICHELIN RETREAD TECHNOLOGIES, INC.,
a Delaware corporation

By:_____
Print Name:_____
Title:_____

EXHIBIT A

TO NON-EXCLUSIVE SOFTWARE LICENSE

Equipment on which the Licensed Software is Housed

1. Shearography machine(s)
2. Buffer(s)
3. Tread Builder(s)
4. X-Ray machine(s)
5. Chamber(s)
6. Curing Presses Monitoring System
7. Michelin Inspection Post
8. SOF/TreadVision Equipment

EXHIBIT B

TO NON-EXCLUSIVE SOFTWARE LICENSE

License Fees for Licensed Software

These new fees for the shearography, buffer, tread builder, curing press and chamber software will be charged as upgrades as installed, and the intent is to cover all software under one license agreement (except Bib Tread NEXT™).

1. $100 per month per shop for shearography software, if the shop has 2 or less shearography machines. For shops that have more than two shearography machines, an additional fee of $50 per month will be charged for each shearography machine above 2.

2. $50 per month per shop for buffer software, if the shop has 2 or less buffers. For shops that have more than two buffers, an additional fee of $25 per month will be charged for each buffer above 2.

3. $50 per month per shop for tread builder software, if the shop has 2 or less tread builders. For shops that have more than two tread builders, an additional fee of $25 per month will be charged for each tread builder above 2.

4. $50 per month per shop for X-Vision™ X-Ray software, if the shop has 2 or less X-Vision™ X-Rays. For shops that have more than two X-Vision™ X-Rays, an additional fee of $25 per month will be charged for each X-Vision™ X-Ray.

5. $50 per month per shop for chamber software, if the shop has 2 or less chambers. For shops that have more than two chambers, an additional fee of $25 per month will be charged for each chamber.

6. $10 per month per curing press, per shop, for curing press software.

7. Michelin Inspection Post to the software license agreement $50 per month per shop for Michelin Inspection Post software, if the shop has 2 or less Michelin Inspection Post. For shops that have more than two Michelin Inspection Posts, an additional fee of $25 per month will be charged for each Michelin Inspection Post.

8. $500 per month for each AI post for SOF, if applicable.

These fees will be billed in advance on a quarterly basis.

EXHIBIT C

SaaS/AI RIDER

(Applies only if Franchisee has opted to use MRTI's AI monitoring services or other cloud-based software functionalities.)

The following **additional terms** ("Rider Terms") apply **in addition** to the main body of the Non-Exclusive Software License above (the "License") whenever Franchisee obtains, accesses, or uses any hosted/remote AI monitoring services or other cloud-based solutions offered by MRTI.

1. Additional Definitions

- **"Services"** means the proprietary MRTI software-as-a-service offering (including AI/machine-learning functionalities) and any subsequent updates, hosted platforms, or remote monitoring solutions provided to Franchisee.
- **"Aggregated Statistics"** means data and information derived, gathered from, or related to Franchisee's data or use of the Services in an aggregate and anonymized manner, including to compile statistical or performance information.
- "Authorized User" means Franchisee's employees (i) who are authorized by Franchisee to access and use the Services under the rights granted to Franchisee pursuant to this SaaS/AI Rider and (ii) for whom access to the Services has been granted hereunder.
- **"Franchisee Data"** means all information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Franchisee or an Authorized User for processing by the Services. For the avoidance of doubt, Franchisee Data does not include Aggregated Statistics, Resultant Data, or any other information generated by the Services based on information collected by or from Franchisee.
- "**MRTI Materials**" means the documentation, specifications, and MRTI Intellectual Property (including Aggregated Statistics and Resultant Data), and MRTI systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, that are provided or used by MRTI or any affiliate or subcontractor in connection with the Services or otherwise comprise or relate to the Services.
- **"Resultant Data"** means all information, data, and other content, in any form or medium, that is generated, produced, or resulting from Franchisee's use of the Services, which may be aggregated or individualized form.

2. Access and Use of Services

2.1 Grant of Rights

Subject to payment of applicable subscription or usage fees (if any) and Franchisee's compliance with the License and this Exhibit C, MRTI grants Franchisee a non-exclusive, non-transferable, and non-sublicensable right to access and use the Services solely for Franchisee's internal business purposes during the Term set forth herein.

2.2 Provision of Information by Franchisee

The data created by use of the Services will be monitored on information systems belonging to and operated by MRTI. Any and all Resultant Data shall be the exclusive property of MRTI as described herein. Franchisee

undertakes to supply to MRTI any and all information necessary for the operational execution of the Services, and guarantees that such information is accurate and complete. Franchisee shall not supply any information that may infringe, misappropriate or violate the intellectual property rights or other rights of any third party.

2.2 Hosted Solution; Necessary Equipment

Franchisee acknowledges that the Services may require a hosted server solution (the "Hosting Vendor"), as communicated by MRTI. Franchisee shall be responsible for acquiring, at its own expense, any connectivity hardware, software, or data plans necessary to access the Services. If certain hardware is required, such purchase shall be governed by the MRTI Equipment Purchase Rider (or similar agreement).

2.3 Changes

MRTI reserves the right, in its sole discretion, to make any changes to the Services and MRTI Materials that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of MRTI's services to its Franchisees; (ii) the competitive strength of or market for MRTI's services; or (iii) the Services' cost efficiency or performance; or (b) to comply with applicable law.

2.4 Suspension

MRTI may suspend or deactivate Franchisee's access to the Services if Franchisee fails to pay required fees, breaches any material provision of the License or this Exhibit C, or if MRTI detects a threat to the security or integrity of MRTI's systems. MRTI will use commercially reasonable efforts to provide notice and to restore access as soon as the issue is cured.

2.5 Attribution.

Franchisee shall ensure that reasonable attribution to MRTI, via proper use of any current or future Shop of the Future marks and current or future Shop of the Future word and design marks, where applicable, appears on any Franchisee documentation, communications, or references pertaining to the Services. MRTI shall have the sole right to determine proper usage of the marks. Franchisee has no right to the use of any other trademark, trade name, service mark, or logo of MRTI, except as granted expressly thereby in writing.

3. Data Ownership and Usage

3.1 Franchisee Data

All Franchisee Data remains owned by Franchisee. However, Franchisee grants MRTI and its affiliates a worldwide, royalty-free, non-exclusive license to use, store, reproduce, process, and transmit Franchisee Data to the extent necessary to provide the Services. Except for the limited rights and licenses expressly granted under this SaaS Rider, nothing in this SaaS Rider grants, by implication, waiver, estoppel, or otherwise, to Franchisee or any third party any intellectual property rights or other right, title, or interest in or to the MRTI Materials.

3.2 Resultant Data

MRTI has, reserves, and retains sole and exclusive ownership of all right, title, and interest in and to the Resultant Data. To the extent that Franchisee has any right, title or interest in or to the Resultant Data, Franchisee hereby assigns all such rights to MRTI. MRTI may use such Resultant Data for its business and operational purposes subject to applicable law.

3.3 Aggregated Statistics

Franchisee acknowledges that MRTI may compile Aggregated Statistics, and MRTI has, reserves, and retains sole and exclusive ownership of all right, title, and interest in any such Aggregated Statistics. MRTI may use Aggregated Statistics to improve or market its services, share insights with third-party fleet customers, or any other lawful purpose, provided such data is de-identified in accordance with applicable law.

4. Additional Use Restrictions

Franchisee agrees it shall not, and shall not permit any third party to:

(a) Copy, modify, or create derivative works or improvements of the Services or MRTI Materials;

(b) Rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Services or MRTI Materials to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;

(c) Reverse-engineer or circumvent security features;

(d) Use or distribute any harmful code through the Services;

(e) Access the Services for benchmarking or competitive purposes;

(f) Remove or obscure any trademark, copyright, or proprietary notices;

(g) Use the Services in any manner that violates applicable law.

5. Payment and Taxes for the Services

If Franchisee subscribes to these Services, Franchisee shall pay the SaaS Fees as may be specified in Exhibit B herein above or in a statement of work referencing this Exhibit C. Such fees are due as invoiced, subject to the same late fee and collection provisions in Section 3 of the License or as otherwise agreed.

Franchisee is responsible for all taxes, duties, or similar assessments arising from these additional SaaS Fees.

6. Installation and User Training

MRTI will use commercially reasonable efforts to deploy or configure the Services for Franchisee. Franchisee is responsible for ensuring that its personnel receive any required training. Franchisee shall take all necessary steps to ensure compliance with instructions or system requirements communicated by MRTI.

7. Confidentiality and Privacy

The information, including MRTI Materials, provided by MRTI to Franchisee as part of this Exhibit C or associated with the Services are MRTI Confidential Information and shall be governed by Section 10 of the Franchise Agreement. Franchisee shall not use or disclose the Confidential Information except as permitted thereby.

8. Additional Warranties & Disclaimers

8.1 MRTI warrants that it has sufficient rights to provide the Services. MRTI does not warrant uninterrupted uptime, error-free AI outputs, or that all defects can be corrected. The Services are otherwise provided "AS IS", subject to Section 8 of the License and the disclaimers herein.

8.2 Disclaimer

Franchisee acknowledges that the Services may utilize machine-learning algorithms that produce informational outputs or recommendations only. FRANCHISEE AGREES THAT THE SERVICES ARE INTENDED TO PROVIDE INFORMATION ONLY AND SHOULD NOT BE RELIED ON WITHOUT ADDITIONAL REVEW AND VERIFICATION BY FRANCHISEE. MRTI disclaims any liability for Franchisee's reliance on such outputs, and Franchisee agrees to verify critical decisions with human expertise.

DUE TO THE NATURE OF MACHINE LEARNING, USE OF THE SERVICES MAY RESULT IN INCORRECT RESULTANT DATA THAT DOES NOT ACCURATELY REFLECT REALITY. FRANCHISEE MUST EVALUATE THE ACCURACY OF ANY RESULTANT DATA AS APPROPRIATE FOR FRANCHISEE'S USE CASE, INCLUDING BY USING HUMAN REVIEW OF THE RESULTANT DATA. FRANCHISEE UNDERSTANDS AND AGREES THAT THE RESULTANT DATA MAY CONTAIN "HALLUCINATIONS" AND MAY BE INACCURATE, OBJECTIONABLE, INAPPROPRIATE, OR OTHERWISE UNSUITED TO FRANCHISEE'S PURPOSE, AND FRANCHISEE AGREES THAT MRTI SHALL NOT BE LIABLE FOR ANY DAMAGES FRANCHISEE OR ANY THIRD PARTY ALLEGES TO INCUR AS A RESULT OF OR RELATING TO ANY RESULTANT DATA OR OTHER CONTENT GENERATED BY OR ACCESSED ON OR THROUGH THE SERVICES.

9. Indemnification and Limitation of Liability

9.1 Intellectual Property Indemnification of Franchisee

In addition to the Indemnification requirements and procedures set forth in Sections 9.05 and 15.02 of the Franchise Agreement, MRTI will, at its own expense, indemnify, defend and hold harmless Franchisee from and against any infringement claim, demand, suit or action by a third party against Franchisee, its officers, directors, agents, or employees for any actual or alleged (a) infringement or violation of any US patent, copyright, trade secret, or (b) misappropriation of any other third-party intellectual property or proprietary rights, attributable to Franchisee's authorized use of the Services ("Claim"). Notwithstanding anything to the contrary contained herein, MRTI shall have no obligation whatsoever under this Section 9 for any claim, demand, suit, or action with respect to any modifications, disassembly or reverse engineering of the Services or MRTI Materials by or on behalf of Franchisee (other than modifications performed or approved by MRTI), or any claim, demand, suit, or, action arising out of the unauthorized combination, operation, or use of the Servies or MRTI Materials by Franchisee, to the extent that modification, disassembly, reverse engineering, or unauthorized combination, is the basis for such claim, demand, suit, or action. In the event that an injunction or order is issued by a court of competent jurisdiction against Franchisee's use of the Services resulting from a Claim, or if in MRTI's opinion the Services are likely to become the subject of a Claim, MRTI shall, at its sole discretion and expense, pursue one of the following options : (i) procure for Franchisee's benefit the right to continue using the Services; or (ii) replace or modify the Services so that it becomes non-infringing. If neither option (i) nor (ii) is commercially feasible, MRTI shall terminate the license for the affected Services by written notice to Franchisee and refund the fees paid for the affected Services already paid for but unused. The license fee paid by Franchisee shall be the basis for calculating the applicable prorated refund. This Section 9.1 shall survive the termination of this SaaS Rider.

MRTI's obligations of indemnity and defense set forth above are conditioned on (i) Franchisee having provided prompt written notice of the claim to MRTI after receipt of such Claim by Franchisee; (ii) MRTI having the sole right to conduct and control the defense and settlement of any such claim, provided however, that MRTI may not agree to any settlement that involves injunctive or equitable relief affecting the above indemnified parties without such indemnified party's prior written consent; (iii) the Franchisee providing assistance in connection with such claim as reasonably requested by MRTI; and (iv) Franchisee making no admissions in respect of such claim without MRTI's prior written consent and Franchisee's compliance with all reasonable instructions relating to the claim given by MRTI. MRTI shall have no liability for any infringement claim based on Franchisee's refusal to use a modified or replacement Product supplied or offered to be supplied by MRTI pursuant to this Section 9.

THIS SECTION Error! Reference source not found. **SETS FORTH FRANCHISEE'S SOLE REMEDIES AND MRTI'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.**

9.2 Additional Limitation

MRTI's total liability in connection with the Services under this Exhibit C shall not exceed an amount equal to the SaaS Fees actually paid by Franchisee to MRTI in the twelve (12) months prior to the event giving rise to the claim. The disclaimers of consequential or special damages in Section 8 of the License apply equally to the Services.

10. Term and Termination

10.1 Term

Unless otherwise terminated pursuant to the License or Franchise Agreement, the term of this Exhibit C runs concurrently with the main License.

10.2 Survival

Any obligations regarding payment, confidentiality, IP rights, and limitations of liability set out herein shall survive any expiration or termination of this Exhibit C or the License.

11. General

Except as expressly stated in this Exhibit C, all other terms and conditions of the License remain in full force and effect. In the event of any conflict between this Exhibit C and the License, the provisions of this Exhibit C shall govern with respect to the Services.

EXHIBIT D-1

BIB TREAD NEXT™ SOFTWARE LICENSE AGREEMENT

BIB TREAD NEXT™ SOFTWARE LICENSE AGREEMENT

This Bib Tread NEXT™ Software License Agreement ("Agreement") dated as of this _____ day of _____, 20_____, is entered into by and between Michelin Retread Technologies, Inc., a Delaware corporation with its principal place of business located at 101 Harrison Bridge Road, Simpsonville, South Carolina 29681 ("MRTI") and the Franchisee ("Franchisee") whose name, principal business address and jurisdiction of incorporation are set forth below.

Franchisee Name(s):	
Address:	
City:	
State/Zip Code:	
Country:	
Jurisdiction of Formation:	

1. DEFINITIONS. The terms listed below have the meanings which follow them and include the plural as well as the singular. Other terms are defined elsewhere in this Agreement in the context in which they arise.

"Bib Tread NEXT™ Administrator" – person designated by Franchisee who will act as MRTI's primary point-of-contact for Franchisee for all Bib Tread NEXT™ related activities and issues, including any project scheduling and any required issue resolution.

"Confidential Information" – means any and all trade secrets, know-how, technology, business plans, strategies, processes, user data, or any other information related to the Software that is disclosed by MRTI to Franchisee in connection with this Agreement. The Software and Documentation are MRTI's Confidential Information hereunder.

"Documentation" – the user's manuals and other information provided to Franchisee by MRTI along with the Software.

"Franchise Agreement" – the Franchise Agreement(s) between MRTI and Franchisee dated _____.

"Intellectual Property Rights" – any and all patents, patent registrations, business processes, data rights, copyrights, trade names, trademarks, trade secrets, know-how, mask works, or any other intellectual property rights, whether registered or unregistered, arising or enforceable under U.S. law or the law of any other jurisdiction or international treaty regime.

"License Fee" – the fee set forth in Schedule A.

"Maintenance Fees" – the fees for support and maintenance of the Software, as set forth in Schedule B.

"MNA" – Michelin North America, Inc., an affiliate of MRTI.

"Software" – the current version of MRTI's proprietary Bib Tread NEXT™ software in object code only and more fully described in Schedule A. MRTI may, at its sole discretion, choose to include subsequent versions of Software within the scope of this Agreement.

"Term" – the meaning set forth in Section 11.

"Users" – Franchisee's designated users of the Software. The Franchisee shall be entitled to register any employee of the Franchisee as a User.

"Warranty Period" – a period of ninety (90) days after "Effective Go Live Date" (as such term is defined in Schedule B) of the Software.

2. GRANT OF LICENSE. Subject to the terms and conditions of this Agreement (including without limitation, Franchisee's obligation to pay the License Fee and Maintenance fees), during the Term, MRTI grants Franchisee a non-exclusive, non-sublicenseable and non-transferable license within the United States to install (or have installed) and use ____ copy(ies) of Bib Tread NEXT™ Software on computer(s) at mutually agreed location(s). MRTI reserves all rights not expressly granted in this Agreement. Each license granted hereunder grants Franchisee the right to use the Software under the terms, conditions, and restrictions only specified in this Agreement. Franchisee does not, by virtue of this Agreement or by possession of a copy of the Software, acquire any other right, title or interest in any Software or any copyrights or other intellectual property rights therein.

2.1 BT MOBILE™. During the term of this Agreement, MRTI may offer, and require, the use of BT MOBILE™ for use on hand held devices. BT MOBILE™ is subject to an additional fee. Except as otherwise agreed between the parties, all provisions within this Agreement apply equally to BT MOBILE™ as they apply to Bib Tread NEXT™

3. ATTRIBUTION. Franchisee shall ensure that reasonable attribution to MRTI, via proper use of the Bib Tread NEXT™ marks and Bib Tread NEXT™ word and design marks, where applicable, appears on the Software supports and in any Franchisee documentation pertaining to the Software. MRTI shall have the sole right to determine proper usage of the marks. Franchisee has no right to the use of any other trademark, trade name, service mark, or logo of MRTI.

4. DELIVERY. Unless previously delivered, or pursuant to another schedule agreed to by the parties, MRTI shall deliver the Software to Franchisee within thirty (30) business days after the execution of this Agreement.

5. INSTALLATION.

5.1 MRTI's Installation Obligations. MRTI's responsibilities during the installation process shall include the designation of a Zone Deployment Manager who will act as MRTI's primary point-of-contact for Franchisee for all project-related activities and issues, to include all project scheduling and any required issue resolution. In addition, MRTI will install and assist Franchisee to test the software, as noted in Schedule B.

5.2 Franchisee's Installation Obligations. For existing MRTI franchise locations, Franchisee must install Software in its MRTI franchise locations within sixty (60) days of execution of this Agreement.

For new MRTI franchise locations, Franchisee must install Software upon the Opening Date, as defined in the Franchise Agreement(s), of each of Franchisee's MRTI franchise locations. MRTI Franchise Locations are detailed in Schedule B hereto.

5.3 Server Access. In consideration of this License and the use of Software, Franchisee commits to utilize a "hosted" server solution external to Franchisee's Location(s). MRTI will provide requirements to a third-party vendor of its choosing (the "Hosting Vendor"), who will be responsible for set-up of the server and installation of Software. In addition, MRTI will work with Franchisee to establish network connectivity to the Franchisee Location(s), and to validate and test the thin-client hardware purchased by the Franchisee for use of Software. Hosting Vendor and its employees will be required to sign a confidentiality agreement acceptable to MRTI.

Fees for this hosting service shall be assessed on a monthly basis in accordance with Schedule B. Further, in the event (i) this Agreement is terminated due to Franchisee's material breach of this Agreement or the Franchise Agreement and (ii) at the time of termination, there is greater than twelve months remaining in the stated term of Franchisee's respective Agreement (as noted in Schedule A), Franchisee acknowledges that liquidated damages in the following amount shall apply and be immediately payable to MRTI: *Franchisee's applicable monthly hosting fees for a twelve-month period.*

6. NECESSARY EQUIPMENT. Franchisee shall be solely responsible, at its own expense, for acquiring, installing, maintaining and updating all additional connectivity equipment, hardware, software and other capabilities as may be necessary for it and its Users to connect to, and access, the Software (as stated generally in Schedule C) and includes more specifically, but is not limited to, those items set forth in Schedule D. In all cases, the minimum specifications, as set forth herein on Schedule D, must be adhered to so to ensure proper performance of the Software.

7. ADDITIONAL REQUIREMENTS. Franchisee will be responsible for the following: (a) assuring that all Users of the Software have completed training and are competent in the use thereof; (b) checking the accuracy of any reports produced by utilizing the Software; and (c) taking necessary security measures and protecting its internal systems in its usual course of business. All server security activities will be the responsibility of Hosting Vendor.

8. RESTRICTIONS. Franchisee shall make no attempt to, and shall not permit its Users or any other third party to make any attempt to: (i) alter, improve or modify the Software; (ii) reverse engineer, decompile or translate the Software or otherwise attempt to reveal the source code of the Software or know-how or trade secrets underlying the Software; (iii) resell, license, assign, or otherwise transfer the Software to any third party; or remove any copyright, trademark or other proprietary rights notice from the Software.

9. MAINTENANCE, SUPPORT AND TRAINING. Pursuant to the Maintenance, Support and Training Provisions set forth in Schedule B and subject to payment of the Maintenance Fees, MRTI will provide maintenance, support, and training for the Software during the Term. No obligations of MRTI set forth in Schedule B shall survive termination or expiration of the license granted hereunder.

10. FEES.

10.1 License Fee. Unless previously paid, MRTI shall invoice the License Fee on or after the execution of this Agreement. The License Fee, which is detailed in Schedule A hereto, is exclusive of shipping,

taxes, duties and the like, which shall be the responsibility of Franchisee (exclusive of taxes on MRTI's net income).

10.2 Maintenance and Hosting Fees. Unless previously paid, MRTI shall invoice the Maintenance Fee and Hosting Fee, both of which are detailed in Schedule B hereto, on an ongoing basis upon execution of this Agreement.

10.3 Payment. MRTI may invoice for all monthly re-occurring sums payable under this Agreement as they become due and Franchisee shall pay each such invoice within normal 1st 15th Prox. terms. All payments hereunder shall be remitted in US dollars to the address identified on the MRTI invoice.

11. TERM AND TERMINATION. This Agreement shall commence on and shall remain in effect for the period of time set forth in Schedule A unless sooner terminated in accordance with this Section 11 or the Franchise Agreement. Either party may terminate this Agreement upon advance written notice if the other party is in material default of any provision of this Agreement and fails to remedy such violation within thirty (30) days after written notice thereof, except that MRTI may terminate this Agreement immediately upon written notice if Franchisee breaches any of Sections 2, 8, or 12 of this Agreement. The parties agree to cooperate to effectuate an orderly termination of the Agreement. This Agreement shall terminate automatically upon termination or non-renewal of the Franchisee Agreement. Upon termination or expiration of this Agreement, Franchisee shall cease using the Software, and return all Confidential Information to MRTI, and no longer hold itself out as having any business relationship with MRTI. Sections 12, 13, 15, and 16 and those Sections which by their nature should survive, shall survive and continue after any termination or cancellation of this Agreement and shall bind the parties, their successors, their permitted assigns and their legal representative. This Agreement may be extended for a mutually agreed period upon written agreement of the parties subject to the terms and conditions herein.

12. CONFIDENTIAL INFORMATION.

12.1 Non-Disclosure. During the Term and after the termination or expiration of this Agreement for any reason, Franchisee shall treat as strictly confidential all Confidential Information received from MRTI and use Confidential Information only as expressly contemplated in this Agreement and for no other purpose, whether for Franchisee's own purpose or the benefit of any third party. Franchisee shall protect the Confidential Information from unauthorized use or disclosure. Franchisee acknowledges that MRTI owns all rights, title and interest, including without limitation, copyrights, patents, trademarks, trade secrets, know-how or other Intellectual Property Rights in MRTI's Confidential Information. Franchisee shall promptly notify MRTI of any actual or suspected misuse or unauthorized disclosure of MRTI's Confidential Information.

12.2 Exceptions. The restrictions in Section 12 shall not apply to any Confidential Information that the Franchisee can prove: (i) was in the public domain at the time it was disclosed or has entered the public domain through no fault of the Franchisee; (ii) was known to Franchisee, without restriction, prior to the time of disclosure; (iii) was disclosed with the prior written approval of MRTI without any confidentiality restrictions; or (iv) was entirely independently developed by Franchisee without any use of the Confidential Information. In addition, Franchisee may disclose MRTI's Confidential Information pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that Franchisee shall provide prompt notice thereof to MRTI to enable MRTI to seek a protective order or otherwise prevent or restrict such disclosure

12.3 Effect of Termination. Upon termination or expiration of this Agreement, Franchisee shall return MRTI's Confidential Information.

13. USE OF FRANCHISEE NAME AND DATA.

13.1 Franchisee Name. Franchisee agrees that MRTI may use Franchisee's name and logo to identify the Franchisee as a user of the Software and as a part of a general list of MRTI Franchisees for use and reference in MRTI corporate, promotional and marketing literature. Additionally, upon prior written consent, Franchisee agrees that MRTI may issue a press release identifying Franchisee as a user of the Software. Franchisee shall have no right to use the MRTI name except upon prior written approval by an Officer of MRTI.

13.2 Franchisee Data. Franchisee agrees to provide MRTI (and its affiliates) with, and/or give MRTI (and its affiliates) access to, any and all data generated through Franchisee's tire retread manufacturing process and entered into Franchisee's computer systems via the Software. Franchisee understands and agrees that this data provided to MRTI will be used for the following purposes: (i) for MRTI's (or any of its affiliates') internal use; (ii) for provision to MRTI's, (or any of its affiliates') fleet account customers, including, but not limited to, reporting and information exchange to fleet account customers and among fleet account customers' serving dealers regarding fleet account customer's assets; (iii) shared among fleet account customers' servicing dealers and those third parties necessary in the work flow cycle; (iv) for use in an aggregated, de-identified, anonymous or partial manner, including to compile statistical and performance information related to the provision and operation of MRTI's (or any of its affiliates') services and products, and to enhance data sets utilized; and (v) other purposes as determined by MRTI (or of its affiliates) from time to time ("Aggregated Statistics"). Except as permitted herein, MRTI agrees that it will not directly share Franchisee's individual data, entered into Software, with any other franchisees, without Franchisee's approval. As between MRTI and Franchisee, all right, title and interest in the Aggregated Statistics and all intellectual property rights therein, belong to and are retained solely by MRTI. Franchisee understands that once MRTI has provided data to its fleet account customers, MRTI has no control over that data, MRTI shall not be obligated with respect to and makes no representation or warranty of any kind with regard to the use, dissemination or treatment of such Franchisee data by fleet account customers, and neither MRTI (or any of its affiliates) shall have any liability of any kind or nature with regard to any claim, matter or controversy whatsoever arising from such use, dissemination or treatment. Franchisee further acknowledges that MRTI (or any of its affiliates) will be compiling Aggregated Statistics based on data input into the Software and Franchisee agrees that MRTI (or any of its affiliates) may (x) make such Aggregated Statistics publicly available, and (y) use such information to the extent and in a manner permitted by applicable law or regulation including without limitation, for purposes of data gathering, analysis, service enhancement and marketing.

14. WARRANTIES.

14.1 Title. MRTI represents and warrants to Franchisee that it has sufficient rights in and title to the Software to grant Franchisee the licenses granted within this Agreement.

14.2 Performance. During the Warranty Period, MRTI warrants that the Software, when used as permitted under this Agreement and in accordance with the instructions in the Documentation (including use on a computer hardware and operating system platform supported by MRTI), will operate substantially as described in the Documentation. MRTI will, at its own expense and as its sole obligation and Franchisee's exclusive remedy for any breach of this warranty, use commercially reasonable efforts to correct any

reproducible error in the Software reported to MRTI by Franchisee in writing during the Warranty Period. If MRTI is unable to make the Software perform as warranted within the Warranty Period, then Franchisee shall cancel the license for the applicable Software and MRTI shall promptly refund the total license fees paid to MRTI for the applicable Software, as well as the unused portion of any prepaid annual maintenance and support fees related to such Software.

14.3 Disclaimer of Warranties. MRTI DOES NOT WARRANT THAT THE USE OF THE SOFTWARE, OR ANY OTHER MATERIALS, INFORMATION, DOCUMENTATION OR TECHNOLOGY WILL BE ERROR-FREE, SECURE, VIRUS-FREE OR UNINTERRUPTED. EXCEPT AS EXPRESSLY STATED IN THIS SECTION, MRTI DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. MRTI AND THE PROVIDERS MAKE NO REPRESENTATION OR WARRANTY REGARDING THE SOFTWARE OR ITS SUITABILITY FOR FRANCHISEE'S, ITS SUPPLIERS' OR USERS', PARTICULAR APPLICATION OR USES.

THE SOFTWARE IS PROVIDED "AS IS" AND "WITH ALL FAULTS" AND MRTI DOES NOT MAKE ANY PROMISES THAT ALL ERRORS WILL BE CORRECTED. Franchisee's sole remedy in the event of any discovered error or fault is recourse to the applicable manufacturers' warranty and/or maintenance provisions solely to the extent provided or passed through by MRTI.

15. LIMITATION OF LIABILITY. EXCEPT FOR CLAIMS ARISING PURSUANT TO SECTION 2, 5.3, 12, 13 OR 16, NEITHER MRTI (TO INCLUDE MNA) NOR FRANCHISEE SHALL BE LIABLE FOR ANY DATA STORAGE ACTIVITIES, DOWNTIME OR LOSS OF DATA, OR ANY ACTUAL, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, MULTIPLE PUNITIVE, OR SPECIAL DAMAGES, (WHETHER IN CONTRACT OR TORT) IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OR USE OF THE SOFTWARE OR OTHERWISE UNDER THIS AGREEMENT. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF MRTI UNDER THIS AGREEMENT AND WHICH HAVE BEEN RECEIVED BY MRTI PRIOR TO THE DATE GIVING RISE TO LIABILITY HEREIN SHALL NOT EXCEED THE AMOUNT OF LICENSE AND USER FEES PAID BY FRANCHISEE UNDER THIS AGREEMENT. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. THE PARTIES ACKNOWLEDGE THAT THESE LIMITATIONS ARE AN ESSENTIAL ELEMENT OF THE BARGAIN BETWEEN THE PARTIES AND THAT IN ITS ABSENCE THE TERMS OF THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT.

16. INTELLECTUAL PROPERTY INDEMNITY.

16.1 MRTI will, at its own expense, indemnify, defend and hold harmless Franchisee from and against any infringement claim, demand, suit or action by a third party against Franchisee, its officers, directors, agents, or employees for any actual or alleged (a) infringement or violation of any US patent, copyright, trade secret, or (b) misappropriation of any other third-party intellectual property or proprietary rights, attributable to Franchisee's authorized use of any licensed Software or receipt of related maintenance and support ("Claim"). MRTI also shall indemnify Franchisee against any loss, cost, expense (including reasonable attorneys' fees), liability, and damages finally awarded (without right of appeal) against Franchisee in connection with Franchisee's authorized use of the Software, provided however that MRTI shall have sole control of the defense or settlement of any Claim. Notwithstanding anything to the contrary contained herein, MRTI shall

have no obligation whatsoever under this Section 16.1 for any claim, demand, suit, or action with respect to any modifications, disassembly or reverse engineering of the Software by or on behalf of Franchisee (other than modifications performed or approved by MRTI), or any claim, demand, suit, or action arising out of the unauthorized combination, operation or use of the Software by Franchisee, to the extent that modification, disassembly, reverse engineering, or unauthorized combination, is the basis for such claim, demand, suit or action. In the event that an injunction or order is issued by a court of competent jurisdiction against Franchisee's use of any Software resulting from a Claim, or if in MRTI's opinion any Software is/are likely to become the subject of a Claim, MRTI shall, at its sole discretion and expense, pursue one of the following options : (i) procure for Franchisee's benefit the right to continue using the Software; or (ii) replace or modify the Software so that it becomes non-infringing unless any such modification or replacement would adversely affect the specifications for the Software or its use by Franchisee. If neither option (i) nor (ii) is commercially feasible, MRTI shall terminate the license for the affected Software by written notice to Franchisee and refund the fees paid for the affected Software prorated over a sixty (60) month period beginning on the day the Software was first licensed to Franchisee. The license fee paid by Franchisee shall be the basis for calculating the applicable prorated refund. MRTI shall also refund the unused portion of any prepaid annual maintenance and support fees related to such Software. This Section 16.1 states Franchisee's exclusive remedy and MRTI's entire liability for infringement.

16.2 MRTI's obligations of indemnity and defense set forth above are conditioned on (i) Franchisee having provided prompt written notice of the claim to MRTI after receipt of such Claim by Franchisee; (ii) MRTI having the sole right to conduct and control the defense and settlement of any such claim, provided however, that MRTI may not agree to any settlement that involves injunctive or equitable relief affecting the above indemnified parties without such indemnified party's prior written consent; (iii) the Franchisee providing assistance at MRTI's expense in connection with such claim as reasonably requested by MRTI; and (iv) Franchisee making no admissions in respect of such claim without MRTI's prior written consent and Franchisee's compliance with all reasonable instructions relating to the claim given by MRTI. MRTI shall have no liability for any infringement claim based on Franchisee's refusal to use a modified or replacement Product supplied or offered to be supplied by MRTI pursuant to this Section 16.

This Section 16 shall survive the termination of this Agreement.

17. MISCELLANEOUS.

17.1 Independent Parties. With respect to this Agreement, it is agreed that the relationship between the parties is that of independent contractors, and nothing in this Agreement shall be construed as creating a partnership, joint venture, employment, franchise, agency, or ownership relationship between MRTI and Franchisee, or as authorizing either such party to act for, bind or obligate the other.

17.2 Failure to Enforce. MRTI's or Franchisee's failure or delay to exercise or enforce any right or provision identified herein shall not constitute a waiver of such right or provision, nor shall any single or partial exercise of any right, power or remedy preclude other or further exercise thereof, or the exercise of any other right, power or remedy.

17.3 Governing Law. This Agreement shall be construed, governed by and enforced solely and exclusively in accordance with the laws of the State of South Carolina, USA, without reference to any conflict of law principles. Notwithstanding the foregoing, the parties acknowledge and agree that a breach of Section 2, 8 or 12 may cause irreparable harm to MRTI for which recovery of monetary damages might be inadequate.

Therefore, in the event of a breach or an alleged breach of Section 2, 8 or 12, Franchisee acknowledges and agrees that MRTI shall be entitled to seek, wherever it deems appropriate, injunctive or other similar relief in addition to any and all other remedies available at law and equity.

17.4 Force Majeure.

(a) Neither party shall be liable for any delay or failure in performing any of its obligations under this Agreement, if such delay or failure is caused by circumstances outside the reasonable control of the party concerned, including without limitation any delay caused by any act or default of the other party.

(b) The party who is prevented from performing by Force Majeure (i) shall be obligated within a period not to exceed fourteen (14) calendar days after the occurrence or detection of any such event to give notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and (ii) where possible, shall remedy such cause as soon as reasonably possible.

17.5 Assignment. Franchisee may not assign or transfer this Agreement without prior written approval of MRTI.

17.6 Notices. All notices must be delivered in writing to the parties' address set forth above and shall be deemed effective when delivered to the address stated on the cover page of this Agreement. All notices to MRTI and Franchisee must be sent to the attention of their respective Presidents.

17.7 Severability. Should any provision of this Agreement be invalid, ineffective, illegal, void, voidable or unenforceable in any respect under present or future laws, then such provision shall be treated as severed from this Agreement and the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

17.8 Captions, Titles and Headings. The captions, titles and headings of the sections, clauses and paragraphs contained herein have been inserted for the convenience of the parties and shall not be construed as a part of or modifying any provisions of this agreement.

17.9 Entire Agreement. This Agreement, including the Schedules attached hereto and incorporated herein, constitutes the sole, entire and final agreement between Franchisee and MRTI relating to its subject matter and supersedes and terminates all prior or contemporaneous oral or written understandings, except as set forth in the Franchise Disclosure Document received by Franchisee, and may only be modified by a written amendment signed by both parties. Either party's failure to object to provisions contained in any of these documents or other communication shall not be construed as a waiver of this Section 17.9.

17.10 Jurisdiction and Alternative Dispute Resolution. In the event suit or action is brought upon and in connection with the enforcement of this Agreement, Franchisee shall pay reasonable attorneys' fees and all court costs incurred by MRTI or its affiliates. Franchisee agrees that the state or federal court of general jurisdiction in the judicial district in which MRTI has its principal place of business at the time of commencement of proceedings shall be the venue and exclusive forum in which to adjudicate any case or controversy arising from or relating to this Agreement. Franchisee and each of its Owners irrevocably submits to the jurisdiction of such courts and waives any objections to either the jurisdiction of or venue in such courts.

MRTI and Franchisee shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between representatives who have authority to settle the controversy. Controversies or claims arising out of or relating to this Agreement, if not settled by negotiation, may be settled by arbitration at MRTI's election, in accordance with the following provisions, which arbitration shall be final and binding upon the parties, their successors and assigns, and that the following provisions constitute a binding arbitration clause under applicable law. All arbitration proceedings shall be held in the state and county in which MRTI has its principal place of business at the time of commencement of the arbitration proceeding (currently, Greenville, South Carolina), and Franchisee consents to the exclusive personal jurisdiction and venue of such state and county for any and all arbitration proceedings. MRTI may initiate arbitration of a dispute by delivery of a demand to Franchisee. The arbitration shall be conducted pursuant to the Federal Arbitration Act, as amended from time to time. All hearings shall be conducted on an expedited schedule, and all proceedings shall be confidential. Notwithstanding the other provisions of this Section 17.10, MRTI may also seek equitable or any other relief in any court of competent jurisdiction. The non-prevailing party shall pay all costs of the arbitration or other legal proceedings, including the fees and expenses of the arbitrator and the reasonable attorneys' fees and expenses of the prevailing party.

[SIGNATURE PAGE FOLLOWS]

The authorized representatives of the parties have duly executed this Agreement as of the date and year first written above.

FRANCHISEE	**MICHELIN RETREAD TECHNOLOGIES, INC.**
Signature:_____	Signature:_____
Name:_____	Name:_____
Title:_____	Title:_____

SCHEDULE A

TO BIB TREAD NEXT™ SOFTWARE LICENSE AGREEMENT

LICENSE FEES AND BIB TREAD NEXT™ SOFTWARE COMPONENTS

LICENSE FEES: The License Fee for the Bib Tread NEXT™ Software is a one-time fee of $8,000.00 per plant/retreading facility for existing Franchisees and $15,000.00 per plant/retreading facility for new Franchisees.

TERM: The term for the Agreement shall commence on the effective date of the Franchise Agreement and shall terminate on the termination or expiration of the Franchise Agreement.

SOFTWARE DESCRIPTION AND COMPONENTS:

The Software tracks a tire to be retreaded from pickup through the shop, adding costs as they occur until returned to the fleet with the invoice. Software uses bar codes for input, which helps minimize data entry and initial training for operators in the plant.

Software includes bill of materials information that can be automatically transferred for customer invoicing. Tracking of labor time, repair information, finished production and rejects are all recorded using the bar code system that eliminates costly and labor-intensive data entry. Software generates detailed reports on numerous aspects of the production process.

A description of the shop floor components contained in Software is as follows:

- INITIAL INSPECTION
- CASING INSPECTION ANALYSIS
- BUFFER
- REPAIR
- BUILDER
- FINAL INSPECTION CHECKPOINT
- SHIPPING

A description of some of the functionality of Software is as follows:

- Functionality is part of the integration API designed to integrate with back office accounting systems.
- The system provides Fleet Management Reports.
- The system provides Retread Shop Management functionality.

SCHEDULE B

TO BIB TREAD NEXT™ SOFTWARE LICENSE AGREEMENT

BIB TREAD NEXT™ SOFTWARE
MAINTENANCE, SUPPORT AND TRAINING PROVISIONS

Upon execution of the Agreement, Franchisee hereby directs MRTI to provide the services specified in this Schedule, subject to the following terms and conditions:

Description of Services. MRTI will provide the following Software maintenance services: telephone support, Software updates and releases as they become available, responses to inquiries or difficulties related to the use of the Software, an unlimited amount of toll-free telephone calls during normal business hours (8:00 AM - 5:00 PM EST), Monday through Friday, excluding national holidays and agreed upon after-hours assistance.

As a part of the implementation process, MRTI will provide initial training of Software and system functionality to all Franchisee Users.

Notwithstanding the foregoing, additional training and implementation services beyond the committed levels will be subject to mutual agreement between MRTI and the Franchisee.

Term. The term for Software maintenance services ("Maintenance Term") shall commence on the Effective Go Live Date of the system and shall terminate upon expiration or termination of the Franchise Agreement. "Effective Go Live Date" is defined as the date when installation is complete and the system is operational. When installation is complete and the system is operational, the parties to this Agreement shall confirm the Effective Go Live Date in writing. In any event, if the Parties fail to confirm the Effective Go Live Date in writing, the Effective Go Live Date, for purposes of this Agreement, shall be deemed to be sixty (60) days from the execution date of this Agreement.

Service Limitations. Franchisee must designate a Bib Tread NEXT™ Administrator who is familiar with the Software and has had system training. While MRTI will accept support calls from any employee at Franchisee's site, calls should be routed through the Bib Tread NEXT™ Administrator, trained user or help desk. MRTI will support only the current release of the Software and the immediately preceding release. All associated computer hardware and operating system software must be maintained at the latest release and upgrade level deemed necessary by MRTI. Franchisee must provide MRTI remote access to the system via an approved electronic medium or modem. MRTI may provide some reasonable assistance (determined in MRTI's sole discretion) to help optimize or enhance Franchisee's use of the Software. When MRTI determines that any requested assistance has exceeded a reasonable level, MRTI will supply a quotation for additional consultative support service.

Downtime. Franchisee acknowledges that MRTI and/or the Hosting Vendor may periodically conduct maintenance or modification activities that will result in Software and/or server downtime. As possible, MRTI and/or the Hosting Vendor will use reasonable efforts to communicate, in advance, the timing and extent of downtime to Franchisee.

Bib Tread NEXT™ Maintenance Fees. Maintenance fees, which commence upon Software installation, are as follows:

Bib Tread NEXT™ Maintenance Fees. Maintenance fees, which commence upon Software installation, are as follows:

1 plant/retreading facility: $570.00 per month

2 or more plants/retreading facilities: $450.00 per month per plant.

Bib Tread NEXT™ Hosting Fees. Hosting fees, which commence upon Software installation, are as follows:

1 plant/retreading facility: $600.00 per month

2 or more plants/retreading facilities: $1080.00 per month.

Bib Tread NEXT™ software Maintenance Fees and Hosting Fees are subject to change, at MRTI's discretion, upon ninety (90) days prior written notice to Franchisee. MRTI may calculate monthly Maintenance Fees and bill Franchisee on an annual basis.

PERMITTED FRANCHISE LOCATIONS:

MRTI Franchise Location(s): _____

General Terms. MRTI will supply Franchisee maintenance and support services for the Software either directly or, at MRTI's discretion, through a third-party provider.

SCHEDULE C

TO BIB TREAD NEXT™ SOFTWARE LICENSE AGREEMENT

FRANCHISEE RESPONSIBILITIES

The following implementation items are the responsibility of the Franchisee:

1. PROJECT MANAGEMENT – The Franchisee is required to designate a Bib Tread NEXT™ Administrator who will act as MRTI's primary point-of-contact for all project-related activities and issues. All project scheduling and any required issue resolution will be coordinated with this individual. Designation of such Bib Tread NEXT™ Administrator is necessary for successful implementation of the Software. Failure by Franchisee to install and maintain a Bib Tread NEXT™ Administrator transfers all liability for improper performance of the Software to the Franchisee.

2. HARDWARE – Franchisee will be responsible for ordering, installation, configuration, and maintenance of hardware (with the exception of the server) included within the scope of the project. MRTI will provide specifications and requirements along with the name of a third party vendor who meets these requirements. Any such third party vendor and its employees will be required to sign a confidentiality agreement acceptable to MRTI. The Franchisee may choose to contract, as they deem necessary, for services such as, installation of peripheral hardware and validation of network connectivity. Using a contractor or equipment not meeting the requirements provided by MRTI is a breach of Section 6 of this Agreement.

3. DATABASE LOADING – The Franchisee is responsible for assembling and entering into the system all client data required to prepare the system for production use. Subsequent maintenance of this data remains a Franchisee responsibility. MRTI will provide training and advice, where possible as to the optimum approach to setting up the Franchisee data in the system.

4. COMMUNICATION LINES, DATA NETWORKING WIRING, POWER CIRCUITS and ENVIRONMENT – The Franchisee is responsible for providing and maintaining all required data communications circuits and wiring as prescribed by MRTI.

5. MODEM ACCESS – During and after the implementation, the Franchisee is responsible for providing in-bound modem access to the thin-client hardware and back office computers for the purpose of MRTI accomplishing its required responsibilities and for the provision of the support services to the client.

6. POINT OF SALE (POS) – MRTI communicates changes to pricing, cost, units of measure, and raw material part numbers. The Franchisee is responsible for timely updating of applicable data in the POS when interfaced with Bib Tread NEXT™ to comply with uniformity standards.

7. OTHER RESPONSIBILITIES – All other responsibilities as outlined in the contract remain applicable.

SCHEDULE D

TO BIB TREAD NEXT™ SOFTWARE LICENSE AGREEMENT

HARDWARE SPECIFICATIONS

Franchisee must adhere to MRTI's hardware specification requirements. These requirements will be provided at installation and/or upon request.

EXHIBIT E

PROMISSORY NOTE AND LOAN AND SECURITY AGREEMENT

PROMISSORY NOTE

$_____ _____, 20____

FOR VALUE RECEIVED, _____ (the "Maker") promises to pay to the order of MICHELIN RETREAD TECHNOLOGIES, INC., together with its successors, transferees and assigns (the "Payee"), at 101 Harrison Bridge Road, Simpsonville, South Carolina 29681 or at such other place as Payee may prescribe from time to time in writing, the principal sum of _____ ($_____), together with interest on the unpaid principal amount hereof from time to time outstanding from the date hereof until paid in full, at a rate per annum (computed on the basis of a 360-day year and applied to the actual number of days elapsed in each interest calculation period) equal to ____ percent (___%) above "Prime" (as hereinafter defined) until the entire outstanding principal balance hereof and all accrued and unpaid interest thereon is paid in full. As used herein, "Prime" shall mean the Prime Rate as published in the Money Rates column of the Eastern Edition of The Wall Street Journal on the date interest commences to accrue or the preceding business day of any interest period as set forth herein and adjusted quarterly (pursuant to the rate in the said Money Rates column). If the Prime Rate, as described herein, shall cease to be published or shall cease to exist, then the Payee, in good faith, shall select a comparable rate of interest.

Principal on this Note shall be payable as follows: (i) _____ monthly payments of $_____ and (ii) one final payment equal to the outstanding principal balance hereof, together with all accrued and unpaid interest thereon (if any there be), on _____ (the "Maturity Date"). Interest shall accrue commencing on the date of this Note and, in addition to the Maturity Date payment, will be paid _____.

This Note may be prepaid in part or in full at any time without penalty.

All past due principal however occurring will bear interest after the due date at the lesser of eighteen percent (18%) per annum or the highest rate allowed by law.

Maker, and any guarantor and every person at any time liable for the payment of the debt evidenced hereby, waives presentment, demand, notice of protest and notice of non-payment of this Note and consents that the Payee (as defined herein) may extend the time of payment of any person liable without affecting the obligation of said Maker, guarantors, or persons liable for payment for the debt evidenced hereby.

The parties hereto are parties to that Loan and Security Agreement of even date herewith executed by the Maker and Payee (the "Agreement"), and all of the terms, covenants and conditions of the Agreement are hereby made a part of this Note and are deemed incorporated hereinafter in full. Any default in any of the conditions, covenants, obligations, or agreements contained in the Agreement will constitute a default under this Note and will entitle Payee to accelerate the entire indebtedness evidenced by this Note. All capitalized terms used herein which are otherwise not defined shall have the meanings ascribed thereto in the Agreement.

In the event of a default hereunder, a default under the Agreement or a bankruptcy or insolvency proceeding of Maker, the Maker, any guarantor and any person liable for payment on the indebtedness evidenced hereby will pay on demand the then outstanding principal and accrued interest thereon, and, in addition, any and all costs of collection, legal expenses, and reasonable attorneys' fees incurred or paid by the Payee in collecting or enforcing this Note.

No delay or omission on the part of the Payee in exercising any right hereunder will operate as a waiver of such right or of any other right under this Note. A waiver on any one occasion by Payee will not be construed as a bar to or waiver of any right or remedy on any future occasion.

As used in this Note, the word "Payee" will mean the Payee or other endorsee of this Note, who is in possession of it or the bearer of said Note if this Note is at the time payable to the bearer.

IN WITNESS WHEREOF, the undersigned has executed and delivered this agreement on the day and year first written above.

MAKER

Signature:_____

Name:_____

Title:_____

LOAN AND SECURITY AGREEMENT

(Chattel Mortgage - Equipment)

THIS LOAN AND SECURITY AGREEMENT (this "Agreement"), made the ____ day of _____, 20___, under the laws of the State of South Carolina BETWEEN _____ ("Borrower"), a _____ corporation, partnership, or limited liability company, whose address is _____, and Michelin Retread Technologies, Inc., together with its successors, predecessors, transferees and assigns (collectively and individually, the "Secured Party") whose address is 101 Harrison Bridge Road, Simpsonville, South Carolina 29681. Secured Party may also sometimes be referred to as "MRTI".

WITNESSETH:

In order to acquire or to continue a commercial enterprise, the Borrower has asked to purchase machinery and equipment from Secured Party, and Secured Party has agreed to sell the requested machinery and equipment to the Borrower. The Borrower has requested that the Secured Party finance the Borrower's purchase of the requested machinery and equipment, and the Secured Party has agreed to finance the Borrower's purchase of the requested machinery and equipment on the terms and conditions set forth herein including the express condition that the Borrower's obligation to pay the deferred purchase price is secured by perfected, first-priority security interests on the purchased machinery and equipment in favor of the Secured Party.

To secure the full and punctual observance and performance of all present and future duties, covenants and responsibilities due to Secured Party by Borrower including, without limitation, payment in full of the deferred purchase money indebtedness and liability of the Borrower to the Secured Party evidenced by the Promissory Note of even date herewith executed by the Borrower and delivered to the Secured Party, including any and all extensions, modifications, amendments, renewals, substitutions or other indulgences which may be made at the option of the Secured Party in connection therewith (collectively, the "Note"), this Agreement, the Transaction Documents (as hereafter defined) and otherwise (extending to all principal amounts, interest, late charges, fees and all other charges and sums, as well as all costs and expenses payable by Borrower under any of the foregoing) (all hereinafter called the "Obligations"), and in consideration of such Obligations, Borrower hereby grants and conveys to the Secured Party a continuing security interest (which shall include, but not necessarily limited to, a purchase money security interest) in, and hereby conveys and mortgages to the Secured Party: (a) the property described in the attached "Schedule of Items"; (b) any and all accruals now due or hereafter earned by Borrower and credits hereafter issued by Secured Party to Borrower in connection with the MRTI Equipment Financing Fund Program (c) all proceeds of any of the foregoing, if any (collectively, the "Collateral"). Secured Party's security interest shall continually exist until all Obligations have been paid in full.

1. REPRESENTATIONS, WARRANTIES AND COVENANTS CONCERNING THE COLLATERAL.

1.1 Borrower represents, warrants, covenants and agrees that:

(a) The proceeds of the Note have been and shall be used solely to purchase the Collateral from the Secured Party. The Secured Party may disburse the Note proceeds directly to the manufacturer or vendor of the Collateral.

(b) The Borrower shall take all actions necessary to ensure that the lien granted to Secured Party hereunder is a first priority lien upon the Collateral. Borrower shall not file any amendments, correction statement or termination statements concerning the Collateral without the prior written consent of the Secured Party.

(c) Borrower authorizes Secured Party to file financing statements covering the Collateral containing such legends as Secured Party shall deem necessary or desirable to protect Secured Party's interest in the Collateral.

(d) Borrower shall have all risk of loss of the Collateral. Secured Party shall have no liability or duty, either before or after the occurrence of an Event of Default (as hereinafter defined), on account of loss of or damage to, to collect or enforce any of its rights against, the Collateral, to collect any income accruing on the Collateral, or to preserve rights against account debtors or other parties with interests in the Collateral.

(e) To timely pay and perform all of the Obligations secured by this Agreement according to their terms.

(f) To defend the title to the Collateral against all persons and against all claims and demands whatsoever except those of the Secured Party, which Collateral, except for the security interest granted hereby, is lawfully owned by the Borrower and is now free and clear of any and all liens, security interests, claims, charges, encumbrances, taxes and assessments.

(g) The Borrower will not sell, transfer, encumber, modify or dispose of any or all of the Collateral without the prior written consent of the Secured Party, which consent may be given or withheld in the Secured Party's sole and absolute discretion.

(h) To keep the Collateral solely at the locations specified in the attached "Schedule of Locations" or, if left blank, at Borrower's address written above, and not to remove same without the prior written consent of the Secured Party.

(i) To keep the Collateral free and clear of all liens, charges, encumbrances, taxes and assessments.

(j) To pay, when due, all taxes, assessments and license fees relating to the Collateral.

(k) To keep the Collateral, at Borrower's own cost and expense, in good repair and condition and not to misuse, abuse, waste or allow to deteriorate any of the Collateral, except for normal wear and tear and to make same available for inspection by the Secured Party at all reasonable times. All replacement parts, improvements, modifications or additions to the Collateral shall be deemed part of the Collateral and shall be subject to this Agreement.

(l) At Borrower's sole cost and expense, to keep the Collateral insured against loss by

fire (including extended coverage), theft and other hazards and obtain applicable coverage, all as the Secured Party may require. Policies shall be in such form and amounts and with such companies as the Secured Party may designate or approve. Policies shall be obtained from responsible insurers authorized to do business in the state of Borrower's respective locations. Certificates of insurance or policies payable to the respective parties as their interest may appear, shall be deposited with the Secured Party which is authorized, but which is under no duty, to obtain such insurance upon failure of the Borrower to do so. All policies of insurance shall name Secured Party as mortgagee or additional insured and shall provide for at least thirty (30) days prior written notice of cancellation to the Secured Party. Borrower shall give immediate written notice to the Secured Party and to insurers of loss or damage to any part of the Collateral and shall promptly file proofs of loss with insurers. Borrower hereby appoints the Secured Party as the attorney in fact for the Borrower in obtaining, adjusting and canceling any such insurance and endorsing settlement drafts and hereby assign to the Secured Party all sums which may become payable under such insurance, including return premiums and dividends, as additional security for the indebtedness.

(m) To immediately notify the Secured Party in writing of any change in or discontinuance of Borrower's place or places of business and/or residence.

(n) That if all or any part of the Collateral has been or will be attached to real estate, a description of the real estate, the name and address of the record owner, and the name and address of the holder of any mortgage, lien or encumbrance on such real estate are set forth in the attached "Schedule of Realty". If the Collateral is attached to real estate prior to the perfection of the security interest granted hereby, Borrower will on demand of the Secured Party furnish the latter with a disclaimer or disclaimers, signed by all persons having an interest in the real estate of any interest in the Collateral.

2. GENERAL PROVISIONS.

2.1 The Note executed in connection with this Agreement, is a separate instrument and may be negotiated by Secured Party without releasing Borrower, the Collateral, or any guarantor or co-maker. Borrower consents to any extension of time of payment which may hereafter be granted by Secured Party in its sole discretion. If there is more than one obligor, guarantor or co-maker of this Agreement or of the Note secured hereby, the Obligations of all shall be direct, primary, joint and several.

2.2 Any waiver or acquiescence in default by the Borrower, or failure of the Secured Party to insist upon strict performance by the Borrower of any warranties or agreements in the Note or in this Agreement, shall not constitute a waiver of any subsequent or other default or failure.

2.3 Notices to either party shall be in writing and shall be delivered personally or by mail addressed to the party at the address herein set forth or otherwise designated in writing.

2.4 The parties shall have the rights, duties and remedies provided in the South Carolina Uniform Commercial Code (the "Uniform Commercial Code") and the rights, duties and remedies provided in this Agreement, all of which rights, duties and remedies shall be cumulative. Any provisions herein declared invalid under any law shall not invalidate any other provision of this agreement.

2.5 The occurrence of one or more of the following shall constitute an Event of Default Borrower:

(a) Failure by the Borrower to fully or timely pay any installment of principal or of interest, or any other amount payable as the Obligations as set forth in the Note or this Agreement.

(b) Failure by Borrower to comply with or perform any provision of this Agreement or any of the Obligations.

(c) If any representation or warranty made herein or if any information contained in any financial statement, application, schedule, report or any other document given by Borrower in connection with the Obligations or with the Collateral is not in all respects true and accurate or if Borrower omitted to state any material fact or any fact necessary to make such information not misleading.

(d) Subjection of any part of the Collateral to levy of execution or other judicial process.

(e) The Borrower or any guarantor or co-maker shall be or become insolvent (as defined in Section 101 of the United States Bankruptcy Code).

(f) Dissolution or change in ownership or management of the Borrower or the death, dissolution or change in ownership of any guarantor or co-maker.

(g) Any attempted assignment by Borrower of this Agreement or the Note or any right or interest arising therefrom.

(h) Default or breach by Borrower or by any guarantor or co-maker with respect to any obligations or liabilities to the Secured Party or Michelin North America, Inc. ("MNA").

(i) Filing of any petition in bankruptcy by or against the Borrower or any Guarantor; assignment by the Borrower or by any guarantor or co-maker for the benefit of creditors; appointment of a receiver (either at law or in equity) regarding any of the property of the Borrower or any guarantor or co-maker; filing of judgment or issuance of warrant of attachment against the Borrower or any guarantor or co-maker; or inability of the Borrower or any guarantor or co-maker to meet debts as they mature.

(j) Failure by Borrower to comply with or perform any provision of any agreement with or in favor of Secured Party (including but not limited to the Transaction Documents as such term is defined in the Franchise Agreement with Secured Party) or its affiliates, including but not limited to MNA, and any predecessors, successors, transferees or assigns of any of the foregoing or termination or non-renewal of any Dealer Agreement with MNA or Franchise Agreement with Secured Party (with each renewal consisting of the then current version of those agreements).

(k) Change in the financial or business condition of the Borrower or any guarantor or co-maker so as, in the opinion of the Secured Party, to materially threaten the value of the Collateral, impair the security of the Secured Party or increase its risk.

(l) Any reduction in the value of the Collateral or any act of the Borrower which imperils the prospect of full performance or satisfaction of the Borrower's Obligations herein.

(m) The determination in good faith by Secured Party that (i) material adverse change has occurred in the financial condition of the Borrower form the conditions set forth in the most recent financial statement of Borrower heretofore furnished to Secured Party or from the financial condition of the Borrower

as heretofore most recently disclosed to Secured Party in any other manner; (ii) the prospect for payment or performance of any of the Obligations is impaired for any reason.

(n) Borrower shall fail to perform or observe any obligation, term, condition, covenant, provision, representation or warranty contained in this Agreement or any other Agreement now existing or hereafter entered into between the Borrower and the Secured Party or an affiliate of the Secured Party.

2.6 Until the Secured Party otherwise directs, the Borrower may hold and collect the insurance and other proceeds of the Collateral. The Borrower shall hold same in trust for the Secured Party without commingling the same with other funds. At the direction of the Secured party, such proceeds shall be paid to the Secured Party on account of the Obligations or shall be used solely to purchase replacement machinery or equipment which, having been purchased with the proceeds of Collateral, shall be subject to the security interest hereof as if part of the original Collateral. Upon any Event of Default hereunder the Borrower shall upon demand turn said proceeds in the form received and all records associated therewith over to the Secured Party on the business day following receipt. The Secured Party is hereby constituted and appointed attorney in fact for the Borrower to endorse in the name of the Borrower any item, however received by the Secured Party representing any proceeds of any of the Collateral.

2.7 Borrower hereby grants and covenants to allow Secured Party access to Borrower's financial and inventory records to the extent reasonably necessary for Secured Party to determine, in Secured Party's sole discretion, Borrower's compliance with the provisions of this Agreement. Upon request by Secured Party, Borrower shall permit representatives of Secured Party to enter Borrower's premises during normal business hours and inspect Borrower's inventory and financial records in place and make photocopies thereof. Borrower hereby covenants to fully cooperate with Secured Party regarding said inspection and further covenants to assist Secured Party, if requested, during such inspection by providing explanations, answering questions, etc.

2.8 Until any default under the Note or any Event of Default under this Agreement, Borrower may use the Collateral in any lawful manner not inconsistent with this Agreement or the MRTI Franchise Agreement including the MRTI Equipment Purchase Rider dated of even date herewith executed by MRTI and the Borrower (together with any amendments, modifications and renewals, the "Franchise Agreement") or with the terms or conditions of any policy of insurance covering all or part of the Collateral.

2.9 Regardless of any installation or affixture to any real property, and regardless of what form or manner such installation or affixture may take, or any expense or damage to such real property shall result upon its removal, the equipment described in the Schedule of Items shall retain its character as personal property at all times and shall not be considered a real property fixture under any circumstances

3. REPRESENTATIONS AND WARRANTIES BY BORROWER.

3.1 Borrower represents and warrants to Secured Party that:

(a) Borrower's state of incorporation and exact legal name are set forth in the first paragraph of this Agreement.

(b) Borrower is a corporation, partnership or limited liability company duly organized, legally existing and in good standing under the laws of the state of its formation, has the power to own its property and to carry on its business and is duly qualified to do business and is in good standing in each

jurisdiction in which the character of the properties owned by it therein or in which the transaction of its business makes such qualification necessary.

(c) Borrower has full power and authority to enter into this Agreement and the Note, and to incur the obligations provided for herein and in the Note, all of which have been duly authorized by all necessary and proper corporate and other action, and no consent or approval of any person or entity which has not been obtained is required as a condition to the validity or enforceability hereof or thereof.

(d) This Agreement and the Note have been duly and properly executed by Borrower, constitute the valid and legally binding obligations of Borrower and are fully enforceable against Borrower in accordance with their terms, subject only to laws affecting the rights of creditors generally and application of general principles of equity.

(e) The execution, delivery and performance by Borrower of this Agreement and the Note will not violate (i) any provision of law or any order, rule or regulation of any court or agency of government, (ii) any award of any arbitrator, (iii) the charter or bylaws of Borrower, or (iv) any indenture, contract, agreement, mortgage, deed of trust or other instrument to which Borrower is a party or by which Borrower or any of its property is bound, or (b) be in conflict with, result in a breach of or constitute (with due notice and/or lapse of time) a material default under, any such award, indenture, contract, agreement, mortgage, deed of trust or other instrument, or result in the creation or imposition of any lien upon any of the property or assets of Borrower except for liens created in favor of Secured Party under or pursuant to this Agreement.

(f) There are no judgments, injunctions or similar orders or decrees, claims; actions; suits or proceedings pending or, to the knowledge of Borrower, threatened against or affecting Borrower or any property of Borrower, at law or in equity, by or before any court or any federal, state, county, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, which could result in any material adverse change in the business, operations, prospects, properties or in the condition, financial or otherwise, of Borrower, and Borrower is not, to Borrower's knowledge, in default with respect to any judgment, order, writ, injunction, decree, rule or regulation of any court or any federal, State, county, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, which could have a material adverse effect on Borrower.

(g) The financial statements of Borrower delivered to Secured Party heretofore and hereafter are and will be true and complete, fairly present the financial condition of Borrower as at such dates and the results of its operations for the period then ended and were prepared in accordance with generally accepted accounting principles ("GAAP") applied on a consistent basis for prior periods. There is no indebtedness of Borrower as of the date of such statements which is not reflected therein, and no material adverse change in Borrower's financial condition has occurred since the date of such statements.

(h) Borrower has paid or caused to be paid all federal, state and local taxes to the extent that such taxes have become due and has filed or caused to be filed all federal, state and local tax returns which are required to be filed by Borrower.

(i) All schedules, reports and other information supplied to Secured Party by or on behalf of Borrower heretofore and hereafter are and will be true and complete.

(j) Secured Party has, or upon proper recording of any financing statement, will have and

will continue to have as security for the Obligations, a valid and perfected lien on and security interest in all Collateral, free of all other liens, claims and rights of third parties whatsoever.

(k) The Loan is not a "consumer transaction" as defined in the Uniform Commercial Code and none of the Collateral was or will be purchased or held primarily for personal family or household purposes.

(l) All representations and warranties contained in or made in connection with this Agreement and the other Transaction Documents shall survive the execution and effectiveness of this Agreement and shall continue in full force and effect until all Obligations have been paid in full. Secured Party shall have no obligation to waive any Event of Default due to any present or future inaccuracy of such representation or warranty or to agree to any amendment, change or modification of such representation or warranty.

4. AFFIRMATIVE COVENANTS.

4.1 Borrower covenants and agrees with Secured Party that, until

(a) All Obligations have been paid in full,

(b) There exists no commitment by Borrower which could give rise to any Obligations, and

(c) All appropriate termination statements have been filed terminating the security interest granted Secured Party hereunder, Borrower will:

(i) Furnish to Secured Party in writing: (a) as soon as available, but in no event more than ____ days after the close of each fiscal quarter, the balance sheet of Borrower as of the close of such period and income and expense statements of Borrower for such periods, all as prepared and certified by the chief financial officer; (b) as soon as available, but in no event more than ____ days after the close of each fiscal year, a copy of the annual financial statement of Borrower; prepared in accordance with GAAP and audited by an independent certified public accountant satisfactory to Secured Party, which financial statement shall include a balance sheet of Borrower as of the end of such fiscal year and a statement of income and changes in shareholders' equity of Borrower for such fiscal year; and (c) such additional information, reports or statements as Secured Party may from time to time reasonably request.

(ii) Pay and discharge all taxes, assessments and governmental charges upon Borrower, its income and properties, prior to the date on which penalties attach.

(iii) Maintain its corporate existence in good standing; continue its business operations as now being conducted; and comply with all applicable federal, state and local laws, rules, ordinances, regulations and orders.

(iv) Promptly notify Secured Party in writing of (a) the threatened or actual commencement of a criminal proceeding or investigation or (b) any action, suit or proceeding at law or in equity by or before any court, governmental agency or instrumentality which could result in any

material adverse change in the business, operations, prospects, properties or assets or in the condition, financial or otherwise, of Borrower.

(v) Keep and maintain proper and current books and records in accordance with GAAP and permit access by Secured Party to, reproduction by Secured Party of and copying by Secured Party from, such books and records during normal business hours. All reasonable costs and expenses of such inspections and examinations shall be paid by Borrower.

(vi) Permit Secured Party to discuss Borrower's affairs, finances and accounts with any officers of Borrower.

(vii) Maintain all properties and improvements necessary to the conduct of its business in good working order and condition, ordinary wear and tear excepted, to cause replacements and repairs to be made when necessary for the proper conduct of its business.

(viii) Promptly execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, to Secured Party from time to time such supplements hereto and such other instruments and documents as may be requested by Secured Party to protect and preserve the Collateral, Secured Party's security interest therein, perfection of Secured Party's security interest and/or Secured Party's rights and remedies hereunder.

(ix) Deliver to Secured Party promptly upon Secured Party's request, and periodically if Secured Party shall so require, such written statements, schedules or reports (which shall be certified if required by Secured Party) in such form, containing such information and accompanied by such documents as may be satisfactory to Secured Party from time to time concerning the Collateral, Borrower's financial condition or business operations or any other matter or matters.

(x) Immediately notify Secured Party in writing of the occurrence of any Event of Default or any event or existing condition which, with the giving of notice and/or the lapse of time, could constitute an Event of Default or which might materially and adversely affect the financial conditions or operations of Borrower and the facts with respect thereto.

(xi) The Borrower will maintain those financial covenants set forth on the attached "Schedule of Financial Covenants."

(xii) Maintain with duly licensed insurers and in amounts satisfactory to Secured Party such insurance on Borrower's personal property against such risks and with such loss deductible amounts as may be satisfactory to Secured Party; and deliver to Secured Party from time to time, and periodically if Secured Party shall so require, evidence satisfactory to Secured Party that al insurance and endorsements required pursuant to this Agreement are in effect.

5. RIGHTS AND REMEDIES.

5.1 Upon and after the occurrence of an Event of Default, Secured Party may, without notice or demand, exercise in any jurisdiction in which enforcement hereof is sought, the following rights and remedies, in addition to the rights and remedies available to Secured Party under this Agreement, the Note or the Transaction Documents, the rights and remedies of a secured party under the Uniform Commercial Code and

all other rights and remedies available to Secured Party under applicable law, all such rights and remedies being cumulative and enforceable alternatively, successively or concurrently:

(a) Declare all Obligations to be immediately due and payable and the same shall thereupon become immediately due and payable without presentment, demand for payment, protest or notice of any kind, all of which are hereby expressly waived.

(b) Institute any proceeding or proceedings to enforce the Obligations and any liens of the Secured Party.

(c) Take possession of the Collateral, and for that purpose, so far as Borrower may give authority therefore, enter upon any premises on which the Collateral or any part thereof may be situated and remove the same therefrom without any liability for suit, action or other proceeding, Borrower **HEREBY EXPRESSLY WAIVING ANY AND ALL RIGHTS TO PRIOR NOTICE AND TO JUDICIAL HEARING WITH RESPECT TO THE REPOSSESSION OF COLLATERAL**, and require Borrower, at Borrower's expense, to assemble and deliver the Collateral to such place or places as Secured Party may designate.

(d) Secured party may require Borrower to assemble all or any part of the Collateral and make it available to the Secured Party at a place to be designated by the Secured Party reasonably convenient to both parties (Borrower agrees that the Secured Party's address as set forth above is a place reasonably convenient for such assembling).

5.2. Effective upon the occurrence of an Event of Default, Borrower hereby designates and appoints Secured Party and its designees as attorney-in-fact of Borrower, irrevocably and with power of substitution, with authority to endorse Borrower's name on any notes, acceptances, checks, drafts, money orders, instruments or other evidences of payment or proceeds of the Collateral that may come into Secured Party's possession and to perform all other acts necessary and advisable in Secured Party's sole discretion, to carry out and enforce this Agreement. All acts of said attorney or designee are hereby ratified and approved by Borrower and said attorney or designee shall not be liable for any acts of commission or omission nor for any error of judgment or mistake of fact or law. This power of attorney is coupled with an interest and is irrevocable so long as any of the Obligations remain unpaid or unperformed. This power of attorney is granted for the benefit of the Secured Party and Secured Party shall have no obligation to exercise the authority granted herein.

5.3 It is mutually agreed that commercial reasonableness and good faith require Secured Party to give Borrower no more than 10 days prior written notice of the time and place of any public disposition of Collateral or of the time after which any private disposition or any other intended disposition is to be made. It is mutually agreed that it is commercially reasonable for Secured Party to disclaim all warranties which arise with respect to the disposition of the Collateral.

5.4 Any expense for pursuing, searching for, receiving, taking, keeping, storing, insuring, advertising and selling the Collateral; any reasonable attorneys' fees associated with the foregoing or incurred by Secured Party in protecting its rights, hereunder or seeking and/or collecting a judgment (including, but not limited to, a deficiency judgment) on amounts due and owing and collection thereof; and all costs and expenses associated therewith, and annual interest thereon at the lesser of 18% or the maximum lawful rate shall be deemed part of the secured Obligations and shall be chargeable to the Borrower and Borrower agrees to pay all such amounts to Secured Party upon demand.

5.5. If the Borrower shall default in the performance of any of the provisions of this Agreement on the Borrower's part to be performed, Secured Party may perform for the same for the Borrower's account, and any moneys expended in so doing shall be chargeable with interest to the Borrower and added to the Obligations secured hereby.

5.6. The Borrower shall remain liable for any deficiency resulting from a foreclosure or sale of the Collateral and shall pay any such deficiency forthwith on demand.

5.7. In any Event of Default hereunder, in the event of a default under the Note or in the event of a bankruptcy or insolvency proceeding of Borrower, the Borrower, any guarantor, co-maker and any person liable for payment on the indebtedness secured hereby will pay on demand in addition to any amounts otherwise due and payable, any and all costs of collection, legal expenses, and reasonable attorneys' fees incurred or paid by the Secured Party in collecting or enforcing the Note and this Agreement.

6. MISCELLANEOUS.

6.1 In addition to any right of set-off or recoupment provided by law, Secured Party and any affiliate of Secured Party, in its discretion, shall have the right (without notice or demand of any kind) to apply any amounts owed by Secured Party or any affiliate of Secured Party to Borrower, including but not limited to credits, bonuses or rebates earned or payable under any MRTI, MNA or other affiliate Brand Programs (including but not limited to Evergreen or Superbonus programs) in reduction of the Obligations.

6.2 Borrower hereby waives, to the extent the same may be waived under applicable law: (a) notice of acceptance of this Agreement; (b) all claims, causes of action and rights of Borrower against Secured Party on account of actions taken or not taken by Secured Party in the exercise of Secured Party's rights or remedies hereunder or under applicable law; (c) all claims of Borrower for failure of Secured Party to comply with any requirement of applicable law relating to enforcement of Secured Party's rights or remedies hereunder or under applicable law; (d) all rights of redemption of Borrower with respect to the Collateral; (e) in the event Secured Party seeks to repossess any or all of the Collateral by judicial proceedings, any bonds or demands for possession which otherwise may be necessary or required; (f) presentment, demand for payment, protest and notice of non-payment and all exemptions; (g) any and all other notices or demands which by applicable law must be given to or made upon Borrower by Secured Party; (h) settlement, compromise or release of the obligations of any person primarily or secondarily liable upon any of the Obligations; (i) all rights of Borrower to demand that Secured Party release account debtors from further obligation to Secured Party; and (j) substitution, impairment, exchange or release of any Collateral for any of the Obligations. Borrower agrees that Creditor may exercise any or all of its rights and/or remedies hereunder and under applicable law without resorting to and without regard to any Collateral or sources of liability with respect to any of the Obligations. Upon termination of this Agreement and Secured Party's security interest hereunder and payment of all Obligations, within 60 days following Borrower's request to Secured Party, Secured Party shall release control of any security interest in the Collateral perfected by control and Secured Party shall send Borrower a statement terminating any financing statement filed against the collateral.

6.3 Neither any failure nor any delay on the part of Secured Party in exercising any right, power or remedy hereunder or under applicable law shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

6.4 No modifications or waiver of any provision of this Agreement or the Note, and no consent by Secured Party to any departure by Borrower therefrom, shall in any event be effective unless the same shall be in writing and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand upon Borrower in any case shall entitle Borrower to any other or further notice or demand in the same, similar or other circumstances.

6.5 All covenants, agreements, representations and warranties made herein shall survive the execution and delivery hereof and shall continue in full force and effect until all Obligations have been paid in full, there exists no commitment by Secured Party which could give rise to any Obligations and all appropriate termination statements have been filed terminating the security interest granted Secured Party hereunder. Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party. In the event that Creditor assigns the Note, this Agreement and/or its security interest in the Collateral, Secured Party shall give notice to Borrower of any such assignment. All covenants, agreements, representations and warranties by or on behalf of Borrower which are contained in this Agreement and the Transaction Documents shall inure to the benefit of Secured Party, its successors and assigns. Borrower may not assign this Agreement or any of its rights hereunder without the prior written consent of Secured Party.

6.6 If any term, provision or condition, or any part thereof, of this Agreement shall for any reason be found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of such term, provision or condition nor any other term, provision or condition, and this Agreement shall survive and be construed as if such invalid or unenforceable term, provision or condition had not been contained therein.

6.7 This Agreement and the attached Schedules (if any) contain the entire agreement of the parties hereto with respect to the matters covered and the transactions contemplated hereby, and no other agreement, statement or promise made by any party hereto (other than as set forth in the Franchise Disclosure Document provided to Borrower), or by any employee, officer, agent or attorney of any party hereto, which is not contained herein shall be valid or binding.

6.8 Borrower agrees to pay to Secured Party on demand the amount of all expenses paid or incurred by Creditor in consulting with counsel concerning any of its rights hereunder or under applicable law all expenses, including attorneys' fees and court costs paid or incurred by Secured Party in exercising or enforcing any of its rights hereunder or under applicable law, together with interest on all such amounts at the highest rate and calculated in the manner provided in the Note, and such portion of Secured Party's overhead as Secured Party shall allocate to collection and enforcement of the Obligations in Secured Party's sole but reasonable discretion (the "Enforcement Costs"). The provisions of this Section shall survive the termination of this Agreement and Secured Party's security interest hereunder and the payment of all Obligations.

6.9 The gender and numbers used in this agreement are used as a reference term only and shall apply with the same effect whether the parties are of the masculine or feminine gender, corporate or other form, and the singular shall likewise include the plural.

6.10 All notices and other communications required or permitted to be given under this Agreement shall be in writing except as otherwise provided herein and shall be effective on the earlier of the date on which such notice is actually received by the party to which addressed or sent by facsimile transmission and answered and received or three days after such notice has been deposited in the United States mail, postage prepaid. All

notices shall be sent to the address set forth below or such other address as specified in a written form from one party to the other.

To the Borrower: _____
_____
_____
_____
Fax: _____

To the Secured Party: _____
_____
_____
_____
Fax: _____

6.11 The captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement nor the intent of any provision thereof.

6.12 This Agreement shall be governed by the laws of the State of South Carolina without giving effect to any choice or conflict of law provision or rule (whether of the state of South Carolina or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the state of South Carolina. Borrower consents to personal jurisdiction and venue of the federal and state courts in Greenville County, South Carolina for any court action or proceeding.

6.13. The provisions of the two paragraphs contained in the "Witnesseth" section preceding Section 1 of this Agreement are hereby incorporated into and made a part of this Agreement.

6.14 Borrower and Secured Party shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between representatives who have authority to settle the controversy. Controversies or claims arising out of or relating to this Agreement, if not settled by negotiation, may be settled by arbitration at Secured Party's election, in accordance with the following provisions, which arbitration shall be final and binding upon the parties, their successors and assigns, and that the following provisions constitute a binding arbitration clause under applicable law. All arbitration proceedings shall be held in the state and county in which MRTI has its principal place of business at the time of commencement of the arbitration proceeding (currently, Greenville, South Carolina), and the Franchisee consents to the exclusive jurisdiction and venue of such state and county for any and all arbitration proceedings. MRTI may initiate arbitration of a dispute by delivery of a demand to Franchisee. The arbitration shall be conducted pursuant to the Federal Arbitration Act, as amended from time to time. All hearings shall be conducted on an expedited schedule, and all proceedings shall be confidential. Notwithstanding the other provisions of this Section, MRTI may also seek equitable or any other relief in any court of competent jurisdiction. The non-prevailing party shall pay all costs of the arbitration or other legal proceedings, including the fees and expenses of the arbitrator and the reasonable attorneys' fees and expenses of the prevailing party.

IN WITNESS WHEREOF, the Parties have respectively signed and sealed these presents the day and year first above written.

"**BORROWER**"

_____

By:_____

Name:_____

Title:_____

"SECURED PARTY"

MICHELIN RETREAD TECHNOLOGIES, INC.

By:_____

Title:_____

SCHEDULE OF ITEMS

TO

LOAN AND SECURITY AGREEMENT

SCHEDULE OF LOCATIONS

TO

LOAN AND SECURITY AGREEMENT

SCHEDULE OF REALTY

TO

LOAN AND SECURITY AGREEMENT

SCHEDULE OF FINANCIAL COVENANTS

TO

LOAN AND SECURITY AGREEMENT

As of the end of each fiscal year hereafter, Borrower's:

(1) Net income after taxes shall be ____% or more of sales;

(2) Days invested in inventory shall be _____ days or less and shall be defined as inventory divided by daily cost of goods sold (beginning inventory plus purchases less ending inventory) determined utilizing a 360 day year;

(3) Days invested in receivables shall be ____ days or less defined as accounts receivable divided by daily sales determined utilizing a 360 day year;

(4) Total debt to tangible net worth shall be ____ or less. Tangible net worth shall be defined as net worth less intangible assets (i.e. leasehold improvements, goodwill, etc.); and

(5) Tangible net worth as a percentage of sales shall be ___ or more. Tangible net worth shall be defined as net worth less intangible assets (i.e. leasehold improvements, goodwill, etc.).

OFFICER'S CERTIFICATE

I, _____, hereby certify that I am the duly elected President of _____, (the "Company") and further as follows:

1. Each person who, as an officer or representative of the Company, signed the LOAN AND SECURITY AGREEMENT, made the _____ day of _____, between the Company and Michelin Retread Technologies, Inc., (the "Agreement") and the Note (as defined in the Agreement) and any other document delivered prior hereto or on the date hereof in connection with or pursuant to the Agreement and the Note was, at the respective times of such signing and delivery, and is now duly elected or appointed, qualified and acting as such officer or representative, and the signatures of such persons appearing on such documents are their genuine signatures and that the Agreement and the Note were executed pursuant to and in accordance with a resolution duly adopted by the Board of Directors of the Company and entered in the minutes thereof and that such resolution remains in full force and effect.

2. The representations and warranties contained in the Agreement are true and correct.

3. The Company has performed and complied with all agreements and conditions thereto in the Agreement and the Note which are required to be performed or complied with by the Company on or before the date hereof.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the seal of the Company.

Dated: [Agreement Date]

By:_____
Name:_____
Title: [Vice] President

I, _____, a [Assistant] Secretary of the Company, hereby certify that _____ is the duly elected, qualified and acting [Vice] President of the Company and that the signature appearing above is [her] [his] genuine signature.

IN WITNESS WHEREOF, I have hereunto signed my name.

Dated: [Agreement Date]

By:_____
Name:_____
Title: [Assistant] Secretary

EXHIBIT F

FINANCING GUARANTY

FINANCING GUARANTY

For valuable consideration received, this Financing Guaranty (this "Guaranty") is given to induce MICHELIN RETREAD TECHNOLOGIES, INC., INC., a Delaware corporation with its principal offices at One Parkway South, Greenville, South Carolina 29615 ("Lender") to, in Lender's discretion: (a) extend credit and otherwise become the creditor of _____ (whether one or more persons/entities, the "Borrower") and (b) grant to Borrower renewals, extensions, forbearances, releases of collateral, or other relinquishments of rights. The undersigned (whether one or more, "Guarantor(s)"), agree to be jointly and severally, absolutely, unconditionally and primarily liable for all debts of Borrower to Lender and further agree as follows:

1. DEFINITION OF TERMS

As used herein, the term "Lender" includes: (a) MICHELIN RETREAD TECHNOLOGIES, INC.; (b) its nominee or agent; (c) any subsidiary owned or controlled, directly or indirectly, by MICHELIN RETREAD TECHNOLOGIES, INC.; (d) any affiliate of MICHELIN RETREAD TECHNOLOGIES, INC., including, but not limited to, MICHELIN NORTH AMERICA, INC., a New York corporation; and (e) any predecessors, parents, successors or assigns of any of the foregoing. As used herein, the term "Borrower" includes: (a) any individual or legal entity named herein as Borrower; (b) any successor to Borrower; (c) any individual or legal entity to which substantially all of the business or assets of Borrower is transferred; (d) if Borrower is a partnership or limited partnership, any new partnership created by admission of a new partner or partnership dissolution; and (e) if Borrower is a corporation or limited liability company ("LLC"), any corporation or LLC into which Borrower is merged, consolidated, reorganized, purchased or absorbed.

2. OBLIGATIONS OF GUARANTOR

Guarantor jointly and severally, unconditionally, absolutely and primarily guarantees to Lender the full, prompt payment when due, by acceleration or otherwise, of all sums owed under every obligation, liability or novation, however evidenced, of Borrower to Lender, whether now existing or hereafter incurred, absolute or contingent, direct or indirect, secured or unsecured, matured or unmatured (the "Liabilities"). The Liabilities include, but are not limited to any liability: (a) under any open account, promissory note, check, bill of exchange, draft, trade acceptance, loan, advance, discount, or order for payment of money; (b) as maker, drawer, guarantor, endorser or otherwise; (c) resulting from, or related to, Lender shipping goods, advancing funds or giving value to Borrower after any liability or obligation is past due or mature; (d) originally contracted with Lender or with another and transferred to, or acquired by, Lender; or (e) contracted by Borrower alone or jointly with others. Guarantor jointly and severally, unconditionally, absolutely and primarily guarantees to Lender: (a) any increase in the amount of any Liabilities at any time and (b) prompt repayment upon demand of all sums Borrower pays to Lender that Lender has to repay to any entity under any state or federal law. Guarantor agrees to pay reasonable attorney's fees, interest at the maximum lawful rate, and all expenses that Lender incurs to collect any Liabilities or enforce this Guaranty.

3. BENEFIT BY GUARANTOR

The value of the consideration received and to be received by Guarantor as a result of Lender's provision of credit to the Borrower and Guarantor's executing and delivering this Guaranty is reasonably worth at least as much as the liability and obligation of Guarantor hereunder, and such liability and obligation and the credit to be provided to the Borrower have benefited and may reasonably be expected to benefit Guarantor directly or indirectly. The foregoing notwithstanding, the obligation of the Guarantor hereunder shall be limited to an aggregate amount equal to the largest amount that would not render its obligations hereunder subject to

avoidance under Section 548 of the United States Bankruptcy Code or any comparable provisions of any applicable state law.

4. RIGHTS AND POWERS OF LENDER

Even if Lender's actions increase the joint and several obligations of each Guarantor, Guarantor grants to Lender full power, without notice to Guarantor or Borrower to: (a) deal in any manner with Borrower, any Liabilities, any collateral securing any Liabilities or this Guaranty (the "Collateral"), any Guarantor hereunder, and any other guarantor of Liabilities; (b) modify, change any terms or increase the amount of, any Liabilities or any Collateral; (c) grant any extension, renewal or indulgence regarding Liabilities or Collateral; (d) make any agreement, change the terms of such agreement, forbear, release, subordinate, compromise, settle or take any other action regarding Borrower, any Liabilities, any Collateral, any Guarantor and any obligation of any Guarantor; (e) forbear from requiring additional Collateral to secure any Liabilities or any forbearance; (f) sell, pledge, surrender, substitute, exchange or release all or any of the Collateral; or (g) accept any Collateral of any character or value to substitute for Collateral that Lender surrenders. Upon Lender's request, Guarantor agrees to deliver to Lender any financial information on Guarantor.

5. WAIVERS OF GUARANTOR

The Guarantor waives any notice of: (a) dishonor or default to Guarantor, Borrower, or any other party liable to Lender for any Liabilities; (b) acceptance of this Guaranty; (c) the creation, renewal, accrual, change of terms or increase in amount of any present or future Liabilities; or (d) the reliance of Lender upon this Guaranty. Any Liabilities and all dealings between Borrower and Lender are created, contracted, incurred or allowed to exist in reliance upon this Guaranty. Guarantor waives protest, presentment, demand for payment, and notice of default or non-payment and all rights under any applicable law to require Lender to enforce remedies against Borrower or any other party liable to Lender or to resort to any security interest or lien held by Lender. Guarantor's obligations hereunder, and the rights of Lender, shall not be released, discharged or in any way affected, and Guarantor shall have no rights against Lender, because: (a) any Liabilities or Collateral are in default when accepted by Lender or thereafter, or are subject to equities, defenses or claims in favor of others or are unenforceable against Borrower or any obligor of Borrower; (b) any Collateral or lien is invalid, defective or impaired, including Lender's failure to perfect its security interest in Collateral; or (c) the value of any Collateral or the financial condition of Borrower, any Guarantor or any obligor under any guaranty relating to the Collateral, was not correctly estimated or was thereafter changed; (d) there is any deterioration, waste, or loss by fire, theft, or otherwise of any Collateral; or (e) there is any whole or partial release, with or without consideration, of any Collateral. Guarantor waives: (a) all rights of subrogation, contribution, exoneration and similar rights against Borrower as a result of Guarantor's payment to Lender; (b) all rights to notice of disposition of Collateral; and (c) all rights of discharge from any Liabilities that could result from any changes in the Borrower's business organization or ownership, Borrower's acquisition of any business or Lender's release of any other Guarantor. Guarantor waives any right to require Lender to disclose to Guarantor information about Borrower or Borrower's financial condition unless Guarantor so requests in writing.

6. REMEDIES OF LENDER

All due and unpaid Liabilities are the direct and primary obligation of Guarantor. If Borrower fails to pay any Liabilities when due, Guarantor immediately will pay to Lender all due and unpaid Liabilities. Lender need not resort for payment to Borrower or anyone else, to Collateral, or other security or to any other remedy to enforce payment of the Liabilities. Lender may pursue all or any of its remedies at one or different times. If this Guaranty is secured by any security instrument, that security instrument and any lien it creates shall be released

only upon payment in full of all Liabilities and the passing of all relevant preference periods under the Bankruptcy Code.

7. RETURNED PAYMENT

If Lender receives direct or indirect payment of any Liabilities, and it is later determined that any payment was avoidable (including, without limitation, payments avoided as preferences or fraudulent transfers under the Bankruptcy Code or state law) and Lender voluntarily or under court order returns these payments, Guarantor shall be liable to Lender for such returned payments, even if they were credited to the Liabilities.

8. DEFAULT

Without notice or demand, the Liabilities and all direct, indirect or contingent obligations and Liabilities of Guarantor to Lender, shall be immediately due and payable if: (a) Borrower or Guarantor defaults under any Liabilities or other obligations or liabilities to Lender; (b) Borrower or any Guarantor shall die, liquidate, dissolve, cease operating in the ordinary course of business, become insolvent, be unable to meet his or its debts as they come due or make an assignment for the benefit of creditors; (c) a petition in bankruptcy is filed by or against Borrower or any Guarantor; (d) a receiver (either at law or in equity) is appointed for any property of Borrower or any Guarantor; (e) a judgment is attained or an order of attachment is issued against Borrower or any Guarantor; (f) the financial or business condition of Borrower or any Guarantor changes to, in the sole opinion of Lender, materially impair Lender's security or increase its risk; (g) there is any default in the performance of any obligation in the Collateral; or (h) if Lender in good faith deems itself insecure.

9. EXERCISE OF RIGHTS BY LENDER

Lender shall not be liable for exercising, or failing to exercise, any power or right herein. By delay in exercising, partially exercising or failing to exercise any power or right, Lender does not waive and is not precluded from exercising, that power or right or any other. The rights and remedies herein are cumulative; they do not exclude any rights herein or any remedies that Lender, anyone acting on Lender's behalf or Lender's transferees may otherwise have. In addition to all rights and remedies herein, Lender shall have all rights as a secured party, and all other rights to which Lender is entitled, under the Uniform Commercial Code.

10. NATURE AND DURATION OF GUARANTY

This Guaranty is and shall be: (a) a continuing, absolute and unconditional guaranty of payment; (b) in force until the Guaranty Termination Date throughout all business relations between Borrower and Lender, until payment of all now existing or hereafter incurred Liabilities, including purchased indebtedness, obligations, and liabilities; (c) in force, even if a receiver is appointed for Borrower or Guarantor, or Borrower or Guarantor is dissolved or subject to any other change; (d) enforceable against Guarantor, even if Borrower, its successors or assigns have any claim, counterclaim or potential counterclaim against Lender and (e) unimpaired by the termination of any relationship between Guarantor and Borrower. This Guaranty shall be binding upon the heirs, executors, administrators, successors and assigns of the undersigned and may be enforced by Lender, its successors and assigns, and any person to whom all or any part of the Liabilities may be sold or transferred. If a sale or transfer covers only part of the Liabilities guaranteed, Lender may enforce this Guaranty as to the remainder of the Liabilities that Lender retains. Neither Borrower nor Guarantor may assert any claim it has against Lender against any purchaser, transferee or other subsequent holder of any Liabilities. This Guaranty shall terminate 90 days after Lender receives Guarantor's written notice of termination by certified mail, return receipt requested, addressed to Director, Credit and Business Development, MICHELIN NORTH AMERICA, INC., One Parkway South, Greenville, SC 29615 (the "Guaranty Termination Date). This

Guaranty shall continue in full force and effect for all Liabilities that Borrower incurs to Lender prior to and on the Guaranty Termination Date.

11. GOVERNING LAW AND JURISDICTION

This Guaranty is accepted in South Carolina and South Carolina is its situs. The law of South Carolina shall govern this Guaranty. Guarantor consents to the jurisdiction of the State and Federal courts in South Carolina.

12. REPRESENTATIONS AND SCOPE OF GUARANTY

Guarantor has independently investigated, and will continue to investigate, Borrower and Borrower's financial condition. Lender has made no representations to Guarantor, and has no duty to keep Guarantor informed, regarding Borrower's financial information, business operations, or any matter affecting Borrower. All previous understandings and agreements between Guarantor and Lender are merged in this Guaranty and this Guaranty is their complete agreement. Only a written instrument signed by Lender and Guarantor can modify this Guaranty.

13. WAIVERS WITH RESPECT TO LITIGATION

Guarantor waives the right to trial by jury and the right to assert counterclaims or set-offs of any kind in any litigation related to this Guaranty.

14. WARRANTY OF EFFECTIVENESS OF GUARANTY

Guarantor represents that at the time of execution and delivery of this Guaranty: (a) nothing exists to impair the liability of Guarantor to Lender under this Guaranty or the immediate taking effect of this Guaranty; (b) Guarantor is solvent; and (c) payment under this Guaranty will not render Guarantor insolvent.

15. SET-OFF

Lender may exercise its lien and right of set-off against any goods, equipment, inventory, chattel paper, investment property, documents, money, items, credits, deposits, accounts, instruments, or general intangibles of Guarantor or proceeds of any of the foregoing that Lender possesses or controls at any time. All such items constitute additional security for the Liabilities and may be applied to any of them at any time without notice.

16. VALIDITY; SINGULARITY AND PLURALS

If part of this Guaranty is held invalid, it shall not affect the validity of the remainder of this Guaranty. In this Guaranty, the singular shall be deemed the plural and the plural shall be deemed the singular where the context so requires.

17. ALTERNATIVE DISPUTE RESOLUTION

The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between representatives who have authority to settle the controversy. Controversies or claims arising out of or relating to this Agreement, if not settled by negotiation, may be settled by arbitration at MRTI's election, in accordance with the following provisions, which arbitration shall be final and binding upon the parties, their successors and assigns, and that the following provisions constitute a binding arbitration clause under applicable law. All arbitration proceedings shall be held in the state and county in which MRTI has its principal place of business at the time of commencement of the arbitration proceeding (currently, Greenville, South Carolina), and Franchisee consents to the exclusive personal jurisdiction and venue of such state and county for any and all arbitration proceedings. MRTI may initiate arbitration of a dispute by delivery of a demand to Franchisee. The arbitration shall be conducted pursuant to the Federal Arbitration Act, as

amended from time to time. All hearings shall be conducted on an expedited schedule, and all proceedings shall be confidential. Notwithstanding the other provisions of this Section, MRTI may also seek equitable or any other relief in any court of competent jurisdiction. The non-prevailing party shall pay all costs of the arbitration or other legal proceedings, including the fees and expenses of the arbitrator and the reasonable attorneys' fees and expenses of the prevailing party.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this instrument has been duly executed by the undersigned on ____ day of _____, 20___ .

GUARANTOR

_____

(Signature)

_____

(Print Name and Address)

_____

_____

GUARANTOR

_____

(Signature)

_____

(Print Name and Address)

_____

_____

STATE OF _____)
) SS:
COUNTY OF _____)

On the _____ day of _____, 20____, before me personally came to me known and known to me to be the individual described in and who executed the foregoing instrument and acknowledged to me that he/she executed the same.

_____

Printed Name:_____

CERTIFIED RESOLUTION
SECRETARY'S CERTIFICATE

I,_____, do hereby certify that I am __ _____of _____, (the "Company"), and that in consideration for Michelin North America, Inc. agreeing to extend credit to _____, an affiliate of the Company, that certain guarantee of payment dated the _day of _____, 20____, was executed by an authorized person of the Company, pursuant to a resolution duly adopted by the managing body of said Company and entered into the records of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company this ____ day of _____, 20___.

By:_____
Title:_____

March 20___

EXHIBIT G

LIST OF STATE AGENCIES/AGENTS FOR SERVICE OF PROCESS

NOTE: SOME STATES REQUIRE THAT THE FRANCHISE BE REGISTERED WITH A STATE AGENCY. WE DO NOT OFFER OR SELL FRANCHISES IN ANY OF THOSE STATES UNLESS WE ARE REGISTERED, AND THE LISTING OF A STATE BELOW DOES NOT MEAN THAT WE ARE SO REGISTERED.

CALIFORNIA

Department of Financial Protection and Innovation
320 West 4th Street, Suite 750
Los Angeles, CA 90013
(213) 576-7500 or (866) 275-2677

Agent to Receive Process:
Commissioner of Financial Protection and Innovation
Department of Financial Protection and Innovation
320 West 4th Street, Suite 750
Los Angeles, CA 90013

FLORIDA

Department of Agriculture and Consumer Services,
Division of Consumer Services
Mayo Building
407 South Calhoun Street
Tallahassee, FL 32399
(850) 410-3754

HAWAII

Department of Commerce and Consumer Affairs
Business Registration Division
335 Merchant Street, Room 203
Honolulu, HI 96813
(808) 586-2722

Agent to Receive Process:
Hawaii Commissioner of Securities
Department of Commerce and Consumer Affairs
Business Registration Division
335 Merchant Street, Room 203
Honolulu, HI 96813

ILLINOIS

Office of the Attorney General
Franchise Bureau
500 South Second Street
Springfield, IL 62706
(217) 782-4465

INDIANA

Indiana Securities Division
Franchise Section
302 W. Washington Street, Room E-111
Indianapolis, IN 46204
(317) 232-6681

Agent to Receive Process:
Indiana Secretary of State
302 W. Washington Street, Room E-111
Indianapolis, IN 4620

MARYLAND

Office of the Attorney General
Maryland Division of Securities
200 St. Paul Place
Baltimore, MD 21202-2020
(410) 576-6360

Agent to Receive Process:
Maryland Securities Commissioner
200 St. Paul Place
Baltimore, MD 21202-2020

MICHIGAN

Michigan Department of the Attorney General
Corporate Oversight Division
Antitrust and Franchise Unit
670 Law Building
525 W. Ottawa Street, 6th Floor
Lansing, MI 48913
(517) 335-7567

Agent to Receive Process:
Michigan Department of Commerce
Corporations and Securities Bureau
6546 Mercantile Way
Lansing, Michigan 48910

MINNESOTA

Minnesota Department of Commerce
Securities-Franchise Registration
85 7th Place East, Suite 280
St. Paul, MN 55101-2198
(651) 539-1500

Agent to Receive Process:
Minnesota Commissioner of Commerce
Department of Commerce
85 7th Place East, Suite 280
St. Paul, Minnesota 55101

NEBRASKA

Department of Banking and Finance
Bureau of Securities
1526 K Street, Suite 300
Lincoln, NE 68508
(402) 471-3445

NEW YORK

New York State Department of Law
Investor Protection Bureau
23 Liberty Street, 21st Floor
New York, NY 10005-1495
(212) 416-8222

Agent to Receive Process:
Secretary of State of New York
New York Department of State
One Commerce Plaza,
99 Washington Avenue, 6th Floor
Albany, NY 12231-0001

NORTH DAKOTA

North Dakota Insurance & Securities Department
600 East Boulevard Avenue, Dept. 401
Bismarck, ND 58505-0510
(701) 328-2910

Agent to Receive Process:
Insurance Commissioner
North Dakota Insurance & Securities Department
600 East Boulevard Avenue, Dept. 401
Bismarck, ND 58505-0510

OREGON

Department of Consumer and Business Services
Division of Finance
Labor and Industries Building
Salem, OR 97310
(503) 378-4387

Agent to Receive Process:
Director
Department of Insurance and Finance
700 Summer Street, N.E.
Suite 120
Salem, Oregon 97310

RHODE ISLAND

Department of Business Regulation
Division of Securities
1511 Pontiac Avenue
John O. Pastore Complex - Building 69-1
Cranston, RI 02920
(401) 462-9527

Agent to Receive Process:
Director of Department of Business Regulation
Division of Business Regulation
John O. Pastore Center
Building 69, First Floor
Cranston, Rhode Island 02920

SOUTH DAKOTA

South Dakota Department of Labor and Regulation
Division of Insurance
Securities Regulation
124 S. Euclid Avenue, Suite 104
Pierre, South Dakota 57501
(605) 773-3563

Agent to Receive Process:
Director of the Division of Insurance
Division of Insurance - Securities Regulation
124 S. Euclid Avenue, Suite 104
Pierre, South Dakota 57501

TEXAS

Secretary of State
Statutory Document Section
P.O. Box 13563
Austin, TX 78711
(512) 475-1769

VIRGINIA

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

Agent to Receive Process:
Clerk of the State Corporation Commission
Corporate Commission
1300 East Main Street, 1st Floor
Richmond, Virginia 23219

WASHINGTON

Department of Financial Institutions
Securities Division
P.O. Box 41200
Olympia, Washington 98504-1200
(360) 902-8760

Agent to Receive Process:
Director, Department of Financial Institutions
Securities Division
150 Israel Road S.W.
Tumwater, Washington 98501

WISCONSIN

Wisconsin Securities Commission
Securities and Franchise Registration
201 West Washington Avenue, Suite 300
Madison, WI 53703
(608) 266-0448

Agent to Receive Process:
Administrator, Division of Securities, Department of Financial Institutions
201 West Washington Avenue, Suite 300
Madison, WI 53703

EXHIBIT H

LISTS OF FRANCHISEES

AND AFFILIATE-OWNED SHOPS

MICHELIN RETREAD TECHNOLOGIES, INC.
FRANCHISEES CURRENTLY IN OPERATION
(As of December 31, 2025)

ARIZONA

Purcell Tire & Rubber Company
420 S. 35th Avenue
Phoenix, AZ 85009
(602) 252-7220

ARKANSAS

Ozarko Tire of Springfield, Inc.
700 Mountain Base Road
Pottsville, AR 72858
(479) 890-9500

CALIFORNIA

Purcell Tire & Rubber Company
2830 South Cherry Ave.
Fresno, CA 93706
(559) 499-2242

Border Recapping, LLC DBA Border Tire
1897 E. Colton Avenue
Mentone, CA 92359
(909) 429-6876

COLORADO

Purcell Tire & Rubber Company
3855 E. 52nd Avenue
Denver, CO 80216
(303) 308-6950

FLORIDA

Snider Tire, Inc.
5700 Commonwealth Ave.
Jacksonville, FL 32254
(904) 680-0260

GEORGIA

Snider Tire, Inc.
4839 Old Dunn Ct.
Ellenwood, GA 30294
(404) 361-6995

IDAHO

Purcell Tire & Rubber Company
8670 South Eisenman Road
Boise, ID 83705
(208) 336-7877

ILLINOIS

Bauer Built, Inc.
850 North Independence Blvd.
Highway 53
Romeoville, IL 60446
(630) 378-1016

INDIANA

Bauer Built, Inc.
5719 Kopetsky Drive, Suite A-E
Indianapolis, IN 46217
(317) 786-9223

Snider Tire, Inc.
1400 West Wiley Avenue
Bluffton, IN 46714
(260) 824-4520

IOWA

Bauer Built, Inc.
628 58th Avenue S.W. Court
Cedar Rapids, IA 52404
(800) 373-5939

MAINE

New England Truck Tire Centers, Inc.
38 Rainbow Lane
Sanford, ME 04073
(207) 883-5101

MASSACHUSETTS

Service Tire Truck Center, Inc.
8 Latti Farm Road
Millbury, MA 01527
(508) 755-2780

MICHIGAN

Bauer Built, Inc.
530 Ball NE
Grand Rapids, MI 49503
(616) 975-0500

Shrader Tire & Oil, Inc.
25445 Outer Drive
Melvindale, MI 48122
(419) 472-2128

MISSISSIPPI

Snider Tire, Inc.
301 Walker Circle
Richland, MS 39218
(601) 420-5554

MISSOURI

Ozarko Tire of Springfield, Inc.
2411 Ozark Street
West Plains, MO 65775
(417) 255-2868

Purcell Tire & Rubber Company
301 N. Hall Street
Potosi, MO 63664
(573) 438-2131

T&W Tire, LLC
100 East 14th Avenue
North Kansas City, MO 64116
(816) 221-3401

NEBRASKA

Bauer Built, Inc.
2209 S. 21st Street
Omaha, NE 68108
(800) 333-3717

NORTH CAROLINA

Colony Tire Corporation
1415 North Broad St.
Edenton, N7C 27932
(252) 482-5521

Snider Tire, Inc.
1545 St. James Church Road
Newton, NC 28658
(704) 872-7311

OHIO

Shrader Tire & Oil, Inc.
4004 SR 105
Pemberville, OH 43450
(419) 287-3227

Smetzer's Tire Center, Inc.
238 N. Hillcrest Drive
Wooster, OH 44691
(330) 263-5314

The Ziegler Tire and Supply Co.
4150 Millennium Blvd.
Massillon, OH 44646
(330) 834-3332

The Ziegler Tire and Supply Co.
1100 Reed Road
Monroe, OH 45050
(513) 539-9801

OKLAHOMA

T&W Tire, LLC
25 N. Council Road
Oklahoma City, OK 73148
(405) 787-6711

OREGON

Superior Tire Service, Inc.
4230 27th Court, S.E.
Salem, OR 97302
(503) 585-1955

PENNSYLVANIA

Service Tire Truck Center, Inc.
2255 Avenue A
Bethlehem, PA 18017
(610) 954-8473

Service Tire Truck Center, Inc.
2800 Concord Road
York, PA 17402
(717) 755-8473

Valley Tire Co., Inc.
1002 Arentzen Boulevard
Charleroi, PA 15022
(724) 483-2510

SOUTH CAROLINA

Snider Tire, Inc.
1107 Easley Highway
Pelzer, SC 29669
(864) 947-1919

TEXAS

Beasley Tire Service – Houston, Inc.
11782 Eastex Freeway
Houston, TX 77039
(281) 449-2365

Snider Tire, Inc.
603 Northpark Central Drive
Suite 100
Houston, TX 77073
(713) 649-5596

T&W Tire, LLC
3101 North Houston School Road
Lancaster, TX 75134
(972) 228-8683

Broadway Motors, Inc.
d/b/a Bill Williams Tire Center
1500 Rankin Highway
Midland, TX 79701
(432) 682-1671

UTAH

Purcell Tire & Rubber Company
1795 North Main Street
Logan, UT 84321
(435) 752-7811

Purcell Tire & Rubber Company
1735 W. Fortune Road
Salt Lake City, UT 84104
(801) 977-9296

VIRGINIA

Carr's Tire Service of Harrisonburg, Inc.
4040 Early Road
Harrisonburg, VA 22801
(540) 434-5377

WISCONSIN

Bauer Built, Inc.
1020 West Prospect Street
Durand, WI 54736
(715) 672-4295

MICHELIN RETREAD TECHNOLOGIES, INC.

FRANCHISEES WHICH HAVE BEEN TERMINATED, CANCELED, NOT RENEWED, CEASED OPERATIONS FOR OTHER REASONS OR WHICH HAVE NOT COMMUNICATED WITH US WITHIN 10 WEEKS OF THE DATE OF THIS DISCLOSURE DOCUMENT

(As of December 31, 2025)

Former Franchisee	City	State	Telephone Number	Category
Border Recapping, LLC	Corona	CA	(951) 371-1704	Terminated
Border Recapping, LLC	Fontana	CA	(909) 854-1237	Terminated
MTI Retreading Company	Grand Rapids	MI	(616) 975-0500	Transfer
Service Tire Truck Center, Inc.	Carlisle	PA	(717) 249-2565	Terminated
T & W Tire, LLC	San Antonio	TX	(210) 661-8271	Terminated

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

EXHIBIT I

TABLE OF CONTENTS
FOR
MRTI OPERATING MANUAL

2025 MRTI OPERATING MANUAL
(The Operating Manual consists of 798 pages.)

Table of Contents

MRTI Operating Manual	Number of Pages
Receiving	4
Initial Inspection	52
X-ray Inspection	35
Buffing	70
CIA Inspection	77
Skiving	29
Repair	46
Filling	32
Custom Mold Building	30
Custom Mold Press Curing	42
Pre-Mold Building	78
Pre-Mold Enveloping	45
Pre-Mold Chamber Curing	56
Final Inspection	99
Miscellaneous Posts and Processes	16
Forms & Management Information	87
TOTAL	**798**

EXHIBIT J

FINANCIAL STATEMENTS

Michelin Retread Technologies, Inc.

(A wholly owned subsidiary of Michelin Corporation)

Financial Statements
December 31, 2025 and 2024
(in thousands of US dollars, unless otherwise stated)

pwc

Report of Independent Auditors

To the Directors of Michelin Retread Technologies, Inc.

Opinion

We have audited the accompanying financial statements of Michelin Retread Technologies, Inc. (the "Company"), which comprise the balance sheets as of December 31, 2025 and 2024, and the related statements of income and retained earnings, stockholder's equity and cash flows for the years then ended, including the related notes (collectively referred to as the "financial statements").

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2025 and 2024, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America ("US GAAS"). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date the financial statements are available to be issued.

PricewaterhouseCoopers LLP
Cogswell Tower, 2000 Barrington Street, Suite 1101
Halifax, Nova Scotia, Canada B3J 3K1
T.: +1 902 491 7400, F.: +1 902 422 1166
Fax to mail: ca_halifax_main_fax@pwc.com

"PwC" refers to PricewaterhouseCoopers LLP, an Ontario limited liability partnership.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with US GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with US GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

PricewaterhouseCoopers LLP

Chartered Professional Accountants

Halifax, Nova Scotia, Canada
April 30, 2026

Michelin Retread Technologies, Inc.

Balance Sheets

As at December 31, 2025 and 2024

(in thousands of US dollars, unless otherwise stated)

	2025 $	2024 $
Assets		
Current assets		
Cash and cash equivalents	378	11
Accounts receivable (note 3)	22,975	24,570
Notes receivable from affiliate – short-term (note 4)	123,301	103,256
Other assets	571	313
Other receivables due from affiliate – non-interest bearing (note 7)	22,294	15,330
Total current assets	169,519	143,480
Non-current assets		
Property, plant and equipment	15	15
Deferred tax asset	4,100	2,848
Total non-current assets	4,115	2,863
Total assets	173,634	146,343
Liabilities		
Current liabilities		
Accounts payable (note 5)	56,154	66,590
Accrued expenses – affiliate	589	599
Accrued expenses – non-affiliate (note 14)	19,374	11,818
Income taxes payable	7,984	3,407
Total current liabilities	84,101	82,414
Stockholder's Equity		
Capital stock (note 6)	2	2
Additional paid in capital in excess of declared value	19,998	19,998
Retained earnings	69,533	43,929
Total equity	89,533	63,929
Total liabilities and stockholder's equity	173,634	146,343

Commitments and contingencies (note 13)

The accompanying notes are an integral part of these financial statements.

Michelin Retread Technologies, Inc.

Statements of Income and Retained Earnings

For the years ended December 31, 2025 and 2024

(in thousands of US dollars, unless otherwise stated)

	2025 $	2024 $
Net revenue (note 8)	215,707	229,013
Cost of sales (note 7)	180,602	213,956
Selling, general and administrative expenses (note 15)	6,354	5,856
Total operating expenses	186,956	219,812
Operating income	28,751	9,201
Net interest income (note 7)	4,348	4,837
Income before income taxes	33,099	14,038
Income tax expense (note 9)	7,495	3,189
Net income for the year	25,604	10,849
Retained earnings – Beginning of year	43,929	43,080
Less: Dividend paid	-	(10,000)
Retained earnings – End of year	69,533	43,929

The accompanying notes are an integral part of these financial statements.

Michelin Retread Technologies, Inc.

Statements of Stockholder's Equity

For the years ended December 31, 2025 and 2024

(in thousands of US dollars, unless otherwise stated)

	Capital stock $	Additional paid in capital in excess of declared value $	Retained earnings $	Total equity $
Total as at January 1, 2024	2	19,998	43,080	63,080
Net income for the year	-	-	10,849	10,849
Dividends paid	-	-	(10,000)	(10,000)
Total as at December 31, 2024	2	19,998	43,929	63,929
Net income for the year	-	-	25,604	25,604
Dividends paid	-	-	-	-
Total as at December 31, 2025	2	19,998	69,533	89,533

The accompanying notes are an integral part of these financial statements.

Michelin Retread Technologies, Inc.

Statements of Cash Flows

For the years ended December 31, 2025 and 2024

(in thousands of US dollars, unless otherwise stated)

	2025 $	2024 $
Operating activities		
Net income for the year	25,604	10,849
Adjustments to reconcile net income to net cash provided by operating activities		
Deferred income taxes (note 9)	(1,252)	(388)
	24,352	10,461
Changes in operating assets and liabilities		
Accounts receivable	1,595	4,067
Other assets	(258)	(11)
Other receivables due from affiliate – non-interest bearing	(6,964)	11,330
Accounts payable	(10,436)	6,742
Accrued expenses – affiliate and non-affiliate	7,546	(1,033)
Income taxes payable	4,577	237
Net cash generated from (used in) operating activities	20,412	31,793
Investing activities		
Net change in notes receivable from affiliate	(20,045)	(21,782)
Net cash (used in) generated from investing activities	(20,045)	(21,782)
Financing activities		
Dividends paid to shareholders	-	(10,000)
Net cash used in financing activities	-	(10,000)
Net change in cash during the year	367	11
Cash – Beginning of year	11	-
Cash – End of year	378	11
Supplemental cash flow information		
Income taxes paid	4,172	3,340
Cash interest received	4,323	4,839

The accompanying notes are an integral part of these financial statements.

(in thousands of US dollars, unless otherwise stated)

1 Description of business

Michelin Retread Technologies, Inc. (MRTI or the Company), a Delaware corporation, is a wholly owned subsidiary of Michelin Corporation (MC), a New York corporation, an indirect affiliate of Compagnie Générale des Établissements Michelin (CGEM), a French company and MRTI's ultimate parent. MRTI, formed on June 12, 1997, offers franchises of Michelin retread shops and in turn provides franchisees the ability to offer high quality truck tire retreading services using Custom-Mold™ and Pre-Mold™ tire retreading technology. As at December 31, 2025, the Company had 41 franchise locations (2024 – 44).

2 Summary of significant accounting policies

The financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (US GAAP). The significant accounting policies are as follows.

Cash

MRTI considers all short-term highly liquid investments with a maturity of three months or less when purchased to be cash equivalents.

Share capital

Ordinary shares are classified as equity.

Revenue recognition

MRTI derives its revenue from the sale of retreading equipment and parts, royalties and the sale of products to customers. In these commercial relationships, the Company acts as a principal and not as an agent. Customers have the full and complete ability to use the products for their own benefit, or to sell the products, and carry the associated inventory risk. Trade terms offered to customers are in line with normal market practices and require payment in a period appreciably shorter than one year. Accordingly, no adjustment has been made to consider the effects of a significant financing component.

Each sale to a customer represents a distinct and separate performance obligation to be fulfilled at the point in time at which control of the goods is transferred, corresponding to the loading of goods, or their delivery, in accordance with the terms of the underlying contract.

Revenue is recorded net of certain sales discounts and rebates that are considered to be payable to the customer in the future at either the end of a specified program or on the achievement of qualitative or quantitative objectives on the part of the customer. The value of these discounts and rebates is determined using the expected value method. The Company relies on an analysis of historical data and its cumulative experience with these types of arrangements to estimate the probable amount to be paid to the customer. Discounts and rebates are only recognized when it is highly probable that the outcome of the uncertainty surrounding the variable consideration will not give rise to a significant reduction in the amount of sales already booked. Liabilities associated with these arrangements are presented on the balance sheets as part of "accrued expenses – non-affiliate".

(in thousands of US dollars, unless otherwise stated)

Cost of sales

Cost of sales and services comprises the cost of purchasing product from related parties (note 7).

Trade receivable

Trade receivables are recognized initially at fair value and subsequently measured at amortized cost using the effective interest method, less impairment. When payment terms are shorter than one year, the initial fair value and the subsequent amortized cost are equal to the nominal amount.

The Company applies the simplified approach to measuring expected credit losses (ECLs), which consists of calculating the ECL over the life of the trade receivable. This model makes it possible to determine a credit loss expected at maturity for all trade receivables, as soon as they are recognized. ECLs are based on customer payment patterns that have been observed over 36 months and trade credit losses historically recorded during this period, adjusted for available customer-specific forward looking information.

An impairment loss is also recognized in the presence of objective indications that the Company will not be able to recover all amounts due according to the terms of the initial transaction. Bankruptcies, the legal processes of protection against creditors, cases of insolvency and late payments of more than six months are all indicators that suggest that a commercial debt may be impaired. The amount of the impairment loss is the difference between the carrying amount of the asset and the discounted value at the initial effective interest rate of the estimated future receipts. Before recognizing an impairment, the quality of the guarantees potentially obtained must be assessed, as well as the capacity to implement them.

Income taxes

MRTI's results of operations are included in the consolidated tax return of MC. MRTI and MC have entered into a tax sharing agreement, which generally provides that the consolidated tax provision or benefit and related tax payments or refunds are allocated to MRTI and the other members of the consolidated group as if each company had filed a separate return. MRTI's deferred tax expense equals the change in its net deferred tax asset during the year, as determined on a separate return basis. The tax sharing agreement provides for MRTI to receive a current benefit for its tax loss carryforwards that can be utilized by the consolidated group.

Estimates used in the preparation of financial statements

US GAAP requires management to make estimates and assumptions in the preparation of financial statements. These estimates and assumptions are used in calculating the reported amounts of certain assets, accrued liabilities, contingent assets and liabilities, revenue and expenses as at the date and during the reporting period of the financial statements. Actual results could differ from those estimates. Changes in facts and circumstances may alter such estimates and affect results of operations and the balance sheet in future years.

(in thousands of US dollars, unless otherwise stated)

Changes in significant accounting policies

There are no new standards, amendments or interpretations to existing standards that have been published and are applicable for the accounting periods beginning on or after January 1, 2025, which are expected to have a material impact on the Company's operations.

3 Accounts receivable

The accounts receivable consist of the following:

	2025 $	2024 $
Trade receivables – non-affiliate	8,055	9,584
Trade receivables – affiliates	14,960	15,026
Allowance for doubtful accounts	(40)	(40)
	22,975	24,570

4 Notes receivable from affiliate

An inter-company current account cash management agreement was entered into with Michelin North America, Inc (MNAI), a sister company that is a wholly owned subsidiary of CGEM, on June 22, 2010. The agreement was created to diminish financial costs and help achieve economic goals. The inter-company current account records all transactions between the parties resulting from cash pooling, according to which the bank account balance of MRTI is transferred to MNAI's bank account on a daily basis to bring MRTI's balance to zero. The offset of the transfer is reflected by a loan/deposit between parties, recorded on the inter-company current account held by MRTI in the books of MNAI. The Company was due $123,301 as at December 31, 2025 (2024 – $103,256). The interest rate is based on the secured overnight financing rate (SOFR) USD rate. The applicable SOFR as at December 31, 2025 was 3.67%. The Company earned interest income of $4,274 under this agreement in 2025 (2024 – $4,839).

5 Accounts payable

Accounts payable consist of the following:

	2025 $	2024 $
Trade payables – third party	(44)	(41)
Trade payables – affiliates	56,198	66,631
	56,154	66,590

(in thousands of US dollars, unless otherwise stated)

6 Capital stock and dividends (amounts not in thousands of dollars)

As at December 31, 2025, there were 3,000 (2024 – 3,000) authorized shares of common stock with no par value and a stated value of $1 per share;2,000 shares were issued and outstanding (2024 – 2,000). Dividends are paid at the discretion of the Board of Directors. There were $nil dividends paid in 2025 (2024 – $10,000).

7 Related party transactions

The Company enters into multiple transactions in the normal course of business for the sale and purchase of goods and services with various Michelin entities (entities that are owned, controlled or significantly influenced by CGEM). Most significantly, MRTI has a business relationship with and makes regular purchases of rubber products, retreading equipment and parts from MNAI.

Transactions and balances between the Company and companies under common control from the ultimate parent company are as follows:

	2025 $	2024 $
Statements of income and retained earnings		
Net revenue	73,073	105,730
Interest income	4,274	4,839
Cost of sales	180,602	213,956
Selling, general and administrative expenses	3,487	2,881
Balance sheets		
Accounts receivable	14,961	15,026
Notes receivable from affiliate – short-term	123,301	103,256
Other receivables due from affiliate – non-interest bearing	22,294	15,330
Accounts payable	56,198	66,631
Accrued expenses – affiliate	589	600

8 Net revenue

	2025 $	2024 $
Sales of finished product to franchisees	259,110	271,469
Sales of retreading equipment and parts to franchisees	3,670	1,149
Other	4,909	5,170
Rebates on sales	(51,982)	(48,775)
	215,707	229,013

(in thousands of US dollars, unless otherwise stated)

9 Income taxes

The components of the provision for income taxes are as follows:

	2025 $	2024 $
Current		
Federal and state	8,748	3,576
Deferred		
Federal and state	(1,253)	(387)
Income tax expense	7,495	3,189

The difference between the reported income tax benefit and the amount derived by applying the statutory tax rate of 24.49% (2024 – 24.59%) to pre-tax income is due to state income taxes and changes in the amount allocated to the Company from the tax sharing agreement from amounts previously recorded.

The liability method of accounting for deferred income taxes requires a valuation allowance against deferred tax assets if, based on the weight of available evidence, it is more likely than not that some or all of the deferred tax assets will not be realized. The Company has established that nil valuation allowance is necessary against deferred tax assets as at December 31, 2025 (2024 – $nil).

The Company has determined that there are no significant uncertain tax positions or unrecognized tax benefits. Therefore, no uncertain taxes payable, unrecognized tax benefits, interest or penalties related to uncertain taxes have been recorded for the current or prior years.

Reconciliation of the Company's effective income tax rate:

	2025 $	2024 $
Income before income taxes	33,099	14,038
Tax calculated using tax rate applicable to income of 24.49% (2024 – 24.59%)	8,106	3,452
Tax effect from		
Permanent differences	(1,218)	(158)
Other items	607	(105)
Income tax expense	7,495	3,189

10 Concentrations of credit risk

Financial instruments that potentially subject the Company to concentrations of credit risk consist of accounts receivable. MRTI's current and expected customer base includes its franchisees that are primarily tire distributors. The Company reviews a customer's credit history before extending credit and may take a purchase

money security interest in the assets of the customer based on the Company's assessment of a customer's credit risk. Allowance for possible losses as at December 31, 2025 was $40 (2024 – $40).

11 Long-term lease commitments

The Company leased certain real estate and equipment to MNAI. Total rental income included in operations for the year ended December 31, 2025 was $nil (2024 – $nil).

In addition, the Company leases equipment from MNAI, which it then subleases to its franchisees under the terms of long-term lease agreements. The future minimum rental income and expenses related to these agreements are nominal.

12 Fair value of financial instruments

Assets and liabilities measured at fair value are classified using the following hierarchy, which is based on the transparency of inputs to the valuation as of the measurement date:

- Level 1: Quoted prices in active markets for identical assets or liabilities;
- Level 2: Inputs, other than quoted prices included within Level 1, that are observable for the asset or liability or similar assets or liabilities, either directly or indirectly, for substantially the full term of the financial instruments; and
- Level 3: Inputs for the asset or liability that are not based on observable market data (that is, unobservable inputs) that are significant to the fair value measurement.

The fair value of financial instruments traded in active markets is based on quoted market prices as at the balance sheet dates. A market is regarded as active if quoted prices are readily and regularly available from an exchange, dealer, broker, industry group, pricing service or regulatory agency and those prices represent actual and regularly occurring market transactions on an arm's length basis. The quoted market price used for financial assets held by the Company is the current bid price. These instruments are included in Level 1.

The fair value of financial instruments that are not traded in an active market is determined by using valuation techniques. These valuation techniques maximize the use of observable market data where they are available and rely as little as possible on entity specific estimates. If all significant inputs required to fair value an instrument are observable, the instrument is included in Level 2.

If one or more of the significant inputs is not based on observable market data, the instrument is included in Level 3.

The Company had financial instruments measured at fair value of $nil at December 31, 2025 (2024 – $nil).

(in thousands of US dollars, unless otherwise stated)

13 Commitments and contingencies

MRTI has entered into various agreements with its franchisees that could result in payments of up to $348 over the next five years (2024 – $502). The Company had accrued $nil as at December 31, 2025 (2024 – $nil) related to these agreements. The Company has no other significant commitments or obligations to perform services as a result of its agreements with franchisees.

14 Accrued expenses – non-affiliate

The accrued expenses – non-affiliate consists of the following:

	2025 $	2024 $
Customer discounts	18,844	11,177
Employee payables	341	220
Payroll related expenses	-	183
Sales and use tax	40	87
Other payables	149	151
	19,374	11,818

15 Selling, general and administrative expenses by nature

The selling, general and administrative expenses consists of the following:

	2025 $	2024 $
Wages and salaries	2,475	2,514
Other employee benefit costs	709	714
General contracting	1,901	1,371
Purchases consumed	730	769
Royalties	555	577
Audit fees	60	86
Other	(76)	(175)
	6,354	5,856

16 Subsequent events

The company has evaluated subsequent events through April 30, 2026, the date the financial statements were available to be issued. There were no subsequent events that required adjustment to or disclosure in the financial statements.

Michelin Retread Technologies, Inc.

(A wholly owned subsidiary of Michelin Corporation)

Financial Statements
December 31, 2024 and 2023
(in thousands of US dollars, unless otherwise stated)



Report of Independent Auditors

To the Directors of Michelin Retread Technologies, Inc.

Opinion

We have audited the accompanying financial statements of Michelin Retread Technologies, Inc. (the "Company"), which comprise the balance sheets as of December 31, 2024 and 2023, and the related statements of income and retained earnings, stockholder's equity and cash flows for the years then ended, including the related notes (collectively referred to as the "financial statements").

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2024 and 2023, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America ("US GAAS"). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date the financial statements are available to be issued.

PricewaterhouseCoopers LLP
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"PwC" refers to PricewaterhouseCoopers LLP, an Ontario limited liability partnership.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with US GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with US GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

PricewaterhouseCoopers LLP

Chartered Professional Accountants

Halifax, Nova Scotia, Canada
April 28, 2025

Michelin Retread Technologies, Inc.

Balance Sheets

As at December 31, 2024 and 2023

(in thousands of US dollars, unless otherwise stated)

	2024 $	2023 $ (note 16)
Assets		
Current assets		
Cash and cash equivalents	11	-
Accounts receivable (note 3)	24,570	28,637
Notes receivable from affiliate – short-term (note 4)	103,256	81,474
Other assets	313	302
Other receivables due from affiliate – non-interest bearing (note 7)	15,330	26,660
Total current assets	143,480	137,073
Non-current assets		
Property, plant and equipment	15	15
Deferred tax asset	2,848	2,460
Total non-current assets	2,863	2,475
Total assets	146,343	139,548
Liabilities		
Current liabilities		
Accounts payable (note 5)	66,590	59,848
Accrued expenses – affiliate	599	1,546
Accrued expenses – non-affiliate (note 14)	11,818	11,904
Bank overdraft	-	-
Income taxes payable	3,407	3,170
Total current liabilities	82,414	76,468
Stockholder's Equity		
Capital stock (note 6)	2	2
Additional paid in capital in excess of declared value	19,998	19,998
Retained earnings	43,929	43,080
Total equity	63,929	63,080
Total liabilities and stockholder's equity	146,343	139,548

Commitments and contingencies (note 13)

The accompanying notes are an integral part of these financial statements.

Michelin Retread Technologies, Inc.

Statements of Income and Retained Earnings

For the years ended December 31, 2024 and 2023

(in thousands of US dollars, unless otherwise stated)

	2024 $	2023 $ (note 16)
Net revenue (note 8)	229,013	253,559
Cost of sales (note 7)	213,956	239,807
Selling, general and administrative expenses (note 15)	5,856	5,456
Total operating expenses	219,812	245,263
Operating income	9,201	8,296
Net interest income (note 7)	4,837	4,381
Income before income taxes	14,038	12,677
Income tax expense (note 9)	3,189	3,256
Net income for the year	10,849	9,421
Retained earnings – Beginning of year	43,080	33,659
Less: Dividend paid	(10,000)	-
Retained earnings – End of year	43,929	43,080

The accompanying notes are an integral part of these financial statements.

Michelin Retread Technologies, Inc.

Statements of Stockholder's Equity

For the years ended December 31, 2024 and 2023

(in thousands of US dollars, unless otherwise stated)

	Capital stock $ (note 6)	Additional paid in capital in excess of declared value $	Retained earnings $	Total equity $
Total as at January 1, 2023	2	19,998	33,659	53,659
Net income for the year	-	-	9,421	9,421
Total as at December 31, 2023	2	19,998	43,080	63,080
Net income for the year	-	-	10,849	10,849
Dividends paid	-	-	(10,000)	(10,000)
Total as at December 31, 2024	2	19,998	43,929	63,929

The accompanying notes are an integral part of these financial statements.

Michelin Retread Technologies, Inc.

Statements of Cash Flows

For the years ended December 31, 2024 and 2023

(in thousands of US dollars, unless otherwise stated)

	2024 $	2023 $
Operating activities		
Net income for the year	10,849	9,421
Adjustments to reconcile net income to net cash provided by operating activities		
Deferred income taxes (note 9)	(388)	(53)
	10,461	9,368
Changes in operating assets and liabilities		
Accounts receivable	4,067	2,991
Other assets	(11)	275
Other receivables due from affiliate – non-interest bearing	11,330	(13,340)
Accounts payable	6,742	(24,790)
Accrued expenses – affiliate and non-affiliate	(1,033)	2,124
Income taxes payable	237	2,201
Net cash generated from (used in) operating activities	31,793	(21,171)
Investing activities		
Net change in notes receivable from affiliate	(21,782)	21,182
Net cash (used in) generated from investing activities	(21,782)	21,182
Financing activities		
Increase in bank indebtedness	-	(11)
Dividends paid to shareholders	(10,000)	-
Net cash used in financing activities	(10,000)	(11)
Net change in cash during the year	11	-
Cash – Beginning of year	-	-
Cash – End of year	11	-
Supplemental cash flow information		
Income taxes paid	3,340	1,108
Cash interest received	4,839	4,381

The accompanying notes are an integral part of these financial statements.

(in thousands of US dollars, unless otherwise stated)

1 Description of business

Michelin Retread Technologies, Inc. (MRTI or the Company), a Delaware corporation, is a wholly owned subsidiary of Michelin Corporation (MC), a New York corporation, an indirect affiliate of Compagnie Générale des Établissements Michelin (CGEM), a French company and MRTI's ultimate parent. MRTI, formed on June 12, 1997, offers franchises of Michelin retread shops and in turn provides franchisees the ability to offer high quality truck tire retreading services using Custom-Mold™ and Pre-Mold™ tire retreading technology. As at December 31, 2024, the Company had 44 franchise locations (2023 – 46).

2 Summary of significant accounting policies

The financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (US GAAP). The significant accounting policies are as follows.

Cash

MRTI considers all short-term highly liquid investments with a maturity of three months or less when purchased to be cash equivalents.

Share capital

Ordinary shares are classified as equity.

Revenue recognition

MRTI derives its revenue from the sale of retreading equipment and parts, royalties and the sale of products to customers. In these commercial relationships, the Company acts as a principal and not as an agent. Customers have the full and complete ability to use the products for their own benefit, or to sell the products, and carry the associated inventory risk. Trade terms offered to customers are in line with normal market practices and require payment in a period appreciably shorter than one year. Accordingly, no adjustment has been made to consider the effects of a significant financing component.

Each sale to a customer represents a distinct and separate performance obligation to be fulfilled at the point in time at which control of the goods is transferred, corresponding to the loading of goods, or their delivery, in accordance with the terms of the underlying contract.

Revenue is recorded net of certain sales discounts and rebates that are considered to be payable to the customer in the future at either the end of a specified program or on the achievement of qualitative or quantitative objectives on the part of the customer. The value of these discounts and rebates is determined using the expected value method. The Company relies on an analysis of historical data and its cumulative experience with these types of arrangements to estimate the probable amount to be paid to the customer. Discounts and rebates are only recognized when it is highly probable that the outcome of the uncertainty surrounding the variable consideration will not give rise to a significant reduction in the amount of sales already booked. Liabilities associated with these arrangements are presented on the balance sheets as part of "accrued expenses – non-affiliate".

(in thousands of US dollars, unless otherwise stated)

Cost of sales

Cost of sales and services comprises the cost of purchasing product from related parties (note 7).

Trade receivable

Trade receivables are recognized initially at fair value and subsequently measured at amortized cost using the effective interest method, less impairment. When payment terms are shorter than one year, the initial fair value and the subsequent amortized cost are equal to the nominal amount.

The Company applies the simplified approach to measuring expected credit losses (ECLs), which consists of calculating the ECL over the life of the trade receivable. This model makes it possible to determine a credit loss expected at maturity for all trade receivables, as soon as they are recognized. ECLs are based on customer payment patterns that have been observed over 36 months and trade credit losses historically recorded during this period, adjusted for available customer-specific forward looking information.

An impairment loss is also recognized in the presence of objective indications that the Company will not be able to recover all amounts due according to the terms of the initial transaction. Bankruptcies, the legal processes of protection against creditors, cases of insolvency and late payments of more than six months are all indicators that suggest that a commercial debt may be impaired. The amount of the impairment loss is the difference between the carrying amount of the asset and the discounted value at the initial effective interest rate of the estimated future receipts. Before recognizing an impairment, the quality of the guarantees potentially obtained must be assessed, as well as the capacity to implement them.

Income taxes

MRTI's results of operations are included in the consolidated tax return of MC. MRTI and MC have entered into a tax sharing agreement, which generally provides that the consolidated tax provision or benefit and related tax payments or refunds are allocated to MRTI and the other members of the consolidated group as if each company had filed a separate return. MRTI's deferred tax expense equals the change in its net deferred tax asset during the year, as determined on a separate return basis. The tax sharing agreement provides for MRTI to receive a current benefit for its tax loss carryforwards that can be utilized by the consolidated group.

Estimates used in the preparation of financial statements

US GAAP requires management to make estimates and assumptions in the preparation of financial statements. These estimates and assumptions are used in calculating the reported amounts of certain assets, accrued liabilities, contingent assets and liabilities, revenue and expenses as at the date and during the reporting period of the financial statements. Actual results could differ from those estimates. Changes in facts and circumstances may alter such estimates and affect results of operations and the balance sheet in future years.

(in thousands of US dollars, unless otherwise stated)

Changes in significant accounting policies

There are no new standards, amendments or interpretations to existing standards that have been published and are applicable for the accounting periods beginning on or after January 1, 2024, which are expected to have a material impact on the Company's operations.

3 Accounts receivable

The accounts receivable consist of the following:

	2024 $	2023 $
Trade receivables – non-affiliate	9,584	12,443
Trade receivables – affiliates	15,026	16,234
Allowance for doubtful accounts	(40)	(40)
	24,570	28,637

4 Notes receivable from affiliate

An inter-company current account cash management agreement was entered into with MNAI on June 22, 2010. The agreement was created to diminish financial costs and help achieve economic goals. The inter-company current account records all transactions between the parties resulting from cash pooling, according to which the bank account balance of MRTI is transferred to MNAI's bank account on a daily basis to bring MRTI's balance to zero. The offset of the transfer is reflected by a loan/deposit between parties, recorded on the inter-company current account held by MRTI in the books of MNAI. The Company was due $103,256 as at December 31, 2024 (2023 – $81,474). The interest rate is based on the secured overnight financing rate (SOFR) USD rate. The applicable SOFR as at December 31, 2024 was 4.29%. The Company earned interest income of $4,839 under this agreement in 2024 (2023 – $4,381).

5 Accounts payable

Accounts payable consist of the following:

	2024 $	2023 $
Trade payables – third party	(41)	33
Trade payables – affiliates	66,631	59,815
	66,590	59,848

(in thousands of US dollars, unless otherwise stated)

6 Capital stock and dividends (amounts not in thousands of dollars)

As at December 31, 2024, there were 3,000 (2023 – 3,000) authorized shares of common stock with no par value and a stated value of $1 per share; 2,000 shares were issued and outstanding (2023 – 2,000). Dividends are paid at the discretion of the Board of Directors. There were $10,000 dividends paid in 2024 (2023 – $nil).

7 Related party transactions

The Company enters into multiple transactions in the normal course of business for the sale and purchase of goods and services with various Michelin entities (entities that are owned, controlled or significantly influenced by CGEM). Most significantly, MRTI has a business relationship with and makes regular purchases of rubber products, retreading equipment and parts from MNAI.

Transactions and balances between the Company and its related parties are as follows:

	2024 $	2023 $
Statements of income and retained earnings		
Net revenue	105,730	148,731
Interest income	4,839	4,381
Cost of sales	213,956	239,807
Selling, general and administrative expenses	2,881	2,241
Balance sheets		
Accounts receivable	15,026	16,234
Notes receivable from affiliate – short-term	103,256	81,474
Other receivables due from affiliate – non-interest bearing	15,330	26,660
Accounts payable	66,631	59,815
Accrued expenses – affiliate	600	1,546

8 Net revenue

	2024 $	2023 $
Sales of finished product to franchisees	271,469	289,573
Sales of retreading equipment and parts to franchisees	1,149	6,100
Other	5,170	5,766
Rebates on sales	(48,775)	(47,880)
	229,013	253,559

(in thousands of US dollars, unless otherwise stated)

9 Income taxes

The components of the provision for income taxes are as follows:

	2024 $	2023 $
Current		
Federal and state	3,576	3,310
Deferred		
Federal and state	(387)	(54)
Income tax expense	3,189	3,256

The difference between the reported income tax benefit and the amount derived by applying the statutory tax rate of 24.59% (2023 – 24.66%) to pre-tax income is due to state income taxes and changes in the amount allocated to the Company from the tax sharing agreement from amounts previously recorded.

The liability method of accounting for deferred income taxes requires a valuation allowance against deferred tax assets if, based on the weight of available evidence, it is more likely than not that some or all of the deferred tax assets will not be realized. The Company has established that no valuation allowance is necessary against deferred tax assets as at December 31, 2024 (2023 – $nil).

The Company has determined that there are no significant uncertain tax positions or unrecognized tax benefits. Therefore, no uncertain taxes payable, unrecognized tax benefits, interest or penalties related to uncertain taxes have been recorded for the current or prior years.

Reconciliation of the Company's effective income tax rate:

	2024 $	2023 $
Income before income taxes	14,038	12,677
Tax calculated using tax rate applicable to income of 24.59% (2023 – 24.66%)	3,452	3,126
Tax effect from		
Permanent differences	(158)	(218)
Other items	(105)	348
Income tax expense	3,189	3,256

(in thousands of US dollars, unless otherwise stated)

10 Concentrations of credit risk

Financial instruments that potentially subject the Company to concentrations of credit risk consist of accounts receivable. MRTI's current and expected customer base includes its franchisees that are primarily tire distributors. The Company reviews a customer's credit history before extending credit and may take a purchase money security interest in the assets of the customer based on the Company's assessment of a customer's credit risk. Allowance for possible losses as at December 31, 2024 was $40 (2023 – $40).

11 Long-term lease commitments

The Company leased certain real estate and equipment to MNAI. Total rental income included in operations for the year ended December 31, 2024 was $nil (2023 – $nil).

In addition, the Company leases equipment from MNAI, which it then subleases to its franchisees under the terms of long-term lease agreements. The future minimum rental income and expenses related to these agreements are nominal.

12 Fair value of financial instruments

Assets and liabilities measured at fair value are classified using the following hierarchy, which is based on the transparency of inputs to the valuation as of the measurement date:

- Level 1: Quoted prices in active markets for identical assets or liabilities;
- Level 2: Inputs, other than quoted prices included within Level 1, that are observable for the asset or liability or similar assets or liabilities, either directly or indirectly, for substantially the full term of the financial instruments; and
- Level 3: Inputs for the asset or liability that are not based on observable market data (that is, unobservable inputs) that are significant to the fair value measurement.

The fair value of financial instruments traded in active markets is based on quoted market prices as at the balance sheet dates. A market is regarded as active if quoted prices are readily and regularly available from an exchange, dealer, broker, industry group, pricing service or regulatory agency and those prices represent actual and regularly occurring market transactions on an arm's length basis. The quoted market price used for financial assets held by the Company is the current bid price. These instruments are included in Level 1.

The fair value of financial instruments that are not traded in an active market is determined by using valuation techniques. These valuation techniques maximize the use of observable market data where they are available and rely as little as possible on entity specific estimates. If all significant inputs required to fair value an instrument are observable, the instrument is included in Level 2.

(in thousands of US dollars, unless otherwise stated)

If one or more of the significant inputs is not based on observable market data, the instrument is included in Level 3.

The Company had financial instruments measured at fair value of $nil as at December 31, 2024 (2023 – $nil).

13 Commitments and contingencies

MRTI has entered into various agreements with its franchisees that could result in payments of up to $502 over the next five years (2023 – $667). The Company had accrued $nil as at December 31, 2024 (2023 – $nil) related to these agreements. The Company has no other significant commitments or obligations to perform services as a result of its agreements with franchisees.

14 Accrued expenses – non-affiliate

The accrued expenses – non-affiliate consists of the following:

	2024 $	2023 $
Customer discounts	11,177	11,024
Employee receivables	220	308
Payroll related expenses	183	155
Sales and use tax	87	349
Other payables	151	68
	11,818	11,904

15 Selling, general and administrative expenses by nature

The selling, general and administrative expenses consists of the following:

	2024 $	2023 $
Wages and salaries	2,514	2,304
Other employee benefit costs	714	624
General contracting	1,371	847
Purchases consumed	769	821
Royalties	577	614
Audit fees	86	55
Other	(175)	191
	5,856	5,456

(in thousands of US dollars, unless otherwise stated)

16 Comparative figures

It was determined that accrued customer rebates were overstated by $9,807 for the year ended December 31, 2023 and the comparative figures have been revised. An adjustment to cost of sales was required for tax regularization of this adjustment. The revision had the following impact on the balance sheets and statements of income and retained earnings for the year ended December 31, 2023:

	As reported $	Revision $	As revised $
Balance sheets			
Accrued expenses – non-affiliate	21,711	(9,807)	11,904
Notes receivable from affiliate – short-term	91,838	10,364	81,474
Retained earnings	43,638	(558)	43,080
Statements of income and retained earnings			
Net revenue	243,752	9,807	253,559
Cost of sales	229,441	10,366	239,807
Income before income taxes	13,235	(558)	12,677
Provision for current tax expense	3,256	-	3,256
Net income for the year	9,979	(558)	9,421

EXHIBIT K

STATE ADDENDA TO THE MICHELIN RETREAD TECHNOLOGIES, INC. FRANCHISE DISCLOSURE DOCUMENT

No Waiver or Disclaimer of Reliance in Certain States. The following provision applies only to franchisees and Franchises that are subject to the state franchise disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin:

> No statement, questionnaire, or acknowledgement signed or agreed to by you in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by us, any franchise seller, or any other person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the franchise.

ADDENDUM TO THE MICHELIN RETREAD TECHNOLOGIES, INC. FRANCHISE DISCLOSURE DOCUMENT FOR THE STATE OF CALIFORNIA

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 OFFERING CIRCULAR.

Section 20000 through 20043 of the California Business and Professions Code ("Franchise Relations Act") provides rights to the Franchisee concerning termination, transfer or nonrenewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with these sections of the Franchise Relations Act, the Franchise Relations Act will control.

The Franchise Relations Act provides rights to the Franchisee concerning covenants not to compete which extend beyond the termination of the Franchise. If the Franchise Agreement contains a provision that is inconsistent with the Franchise Relations Act, the Franchise Relations Act will control.

The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).

The Franchise Agreement requires application of the laws of South Carolina. This provision may not be enforceable under California law.

Our website has not been reviewed or approved by the California Department of Financial Protection and Innovation. Any complaints concerning the content of this website may be directed to the California Department of Financial Protection and Innovation at www.dfpi.ca.gov.

Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

You must sign a general release if you renew or transfer your franchise. California Corporations Code § 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code § § 31000 through 31516). Business and Professions Code § 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code § § 20000 through 20043)

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

ADDENDUM TO THE MICHELIN RETREAD TECHNOLOGIES, INC. FRANCHISE DISCLOSURE DOCUMENT FOR THE STATE OF HAWAII

THESE FRANCHISES HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DEPARTMENT 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 A 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, OF SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE OFFERING CIRCULAR, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS OFFERING CIRCULAR 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.

ADDENDUM TO THE MICHELIN RETREAD TECHNOLOGIES, INC.
FRANCHISE DISCLOSURE DOCUMENT FOR THE STATE OF ILLINOIS

The following paragraph is hereby added to Item 17:

Sec. 705/4 of the Illinois Franchise Disclosure Act of 1987 provides that "any provision in a franchise/Franchise Agreement that designates jurisdiction or venue in a forum outside of Illinois is void."

For choice of law purposes, Illinois law governs the Franchise Agreement. The provisions of the Agreement concerning governing law, jurisdiction, and venue shall not constitute a waiver of any right conferred on you by Illinois law.

Section 4 of the Illinois Franchise Disclosure Act states that "Any provision in a franchise agreement that designates jurisdiction or venue in a forum outside of this state is void provided that a franchise agreement may provide for arbitration in a forum outside of this state."

Section 41 of the Illinois Franchise Disclosure Act provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

ADDENDUM TO THE MICHELIN RETREAD TECHNOLOGIES, INC. FRANCHISE DISCLOSURE DOCUMENT FOR THE STATE OF INDIANA

Notwithstanding anything to the contrary set forth in the MRTI Disclosure Document, the following provisions shall supersede and apply to all Franchises offered and sold in the State of Indiana.

1. Item 12 is modified by adding the following at the end of Item 12:

> Indiana Code Sections 23-2-2.7-1(2) and 2(4) (the "Code") provide that it is unlawful for a franchise agreement to contain a provision allowing the franchisor to compete unfairly with the franchisee within a reasonable area. Section 2.03 of the Franchise Agreement permits us to use our discretion in locating and operating Michelin Retread Shops anywhere in the world. To the extent of any conflict between Section 2.03 of the Franchise Agreement and the Code, the Code shall prevail.

3. The Summary Column of Item 17(c) is modified by the addition of the following language at the end of the paragraph:

> "other than claims arising under Indiana Deceptive Franchise Practice Act."

4. Item 17(t) Summary Column is revised as follows:

> Only the disclosure document, terms of the Franchise Agreement and executed amendments to the Franchise Agreement are binding (subject to state law). Any other agreements, whether oral or written, are not enforceable.

5. Item 17(v) is not applicable under the Indiana Deceptive Trade Practices Act.

6. Regarding Item 17(w), Indiana franchise laws apply even though South Carolina law applies generally.

ADDENDUM TO THE MICHELIN RETREAD TECHNOLOGIES, INC.
FRANCHISE DISCLOSURE DOCUMENT FOR THE STATE OF MARYLAND

The following provisions will supersede any contrary provisions of the MICHELIN RETREAD TECHNOLOGIES, INC. Franchise Disclosure Document and will apply to all Franchises offered and sold in the State of Maryland:

Item 5 of the Franchise Disclosure Document is revised as follows:

Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.

The Franchise Agreement provides for termination upon bankruptcy (See Item 17h). This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).

Pursuant to COMAR 02.02.08 16L, the general release required as a condition of purchase, renewal and/or assignment/transfer (See Item 17m) shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

Any clause(s) referencing choice of forum (See Item 17w) is not applicable to claims arising under the Maryland Franchise Registration and Disclosure Law. You may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE MICHIGAN FRANCHISE INVESTMENT LAW

THIS ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT OF MICHELIN RETREAD TECHNOLOGIES, INC. REFLECTS CERTAIN REQUIREMENTS OF THE STATE OF MICHIGAN. IT IS BEING PROVIDED TO YOU AT THE SAME TIME AS THE FRANCHISE DISCLOSURE DOCUMENT REQUIRED BY THE FEDERAL TRADE COMMISSION AND SHOULD BE REVIEWED IN CONJUNCTION WITH THE FRANCHISE OFFERING CIRCULAR, OF WHICH THIS IS MADE A PART.

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 on 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 furnishing 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.

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE MICHIGAN FRANCHISE INVESTMENT LAW
(Continued)

(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:

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

(ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.

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

(iv) 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 should be directed to:

Franchise Administrator
Corporate Oversight Division
Michigan Department of Attorney General
525 W. Ottawa Street
Lansing, Michigan 48913
(517) 335-7567

ADDENDUM TO THE MICHELIN RETREAD TECHNOLOGIES, INC. FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE MINNESOTA FRANCHISE INVESTMENT LAW

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

Minnesota Statute 80C.21 and Minnesota Rule 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statute 80C; or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statute 80C.14 Subd. 3-5, which require (except in certain specified cases):

- that a franchisee be given 90-days-notice of termination (with 60 days to cure) and 180-days-notice for non-renewal of the franchise agreement; and
- that consent to the transfer of the franchise will not be unreasonably withheld.

Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statute 80C.12 Subd. 1(G). The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes, or other commercial symbols or indemnify the franchisee from any loss, costs, or expenses arising out of any claim, suit, or demand regarding the use of the name.

Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minnesota Rule 2860.4400(J). Also, a court will determine if a bond is required.

The Limitations of Claims section must comply with Minnesota Statute 80C.17 Subd. 5.

NSF checks are governed by Minnesota Statute 604.113, which puts a cap of $30 on service charges.

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed with the franchise.

ADDENDUM TO THE MICHELIN RETREAD TECHNOLOGIES, INC. FRANCHISE DISCLOSURE DOCUMENT AS REQUIRED BY THE STATE OF NEW YORK

1. The following information is added to the cover page of the Franchise Disclosure Document:

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

THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS THAT ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following language is added to the end of Item 3 of the Franchise Disclosure Document:

Except as provided above, the following applies to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, that are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10-years immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject

to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of Item 5 of the Franchise Disclosure Document:

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

4. The following language is added to the end of the "Summary" sections of Item 17(c), titled Requirements for a franchisee to renew or extend, and Item 17(m), titled Conditions for franchisor approval of transfer:

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; this proviso intends that the non-waiver provisions of General Business Law Sections 687(4) and 687(5) be satisfied.

5. The following language replaces the "Summary" section of Item 17(d) of the Franchise Disclosure Document, titled Termination by franchisee:

You may terminate the agreement on any grounds available by law.

6. The following language is added to the end of the "Summary" sections of Item 17(v), titled Choice of forum, and Item 17(w), titled Choice of law:

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

7. Franchisee Questionnaires and Acknowledgements. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

8. Receipts. Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earliest of the first personal meeting or ten (10) business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

ADDENDUM TO THE MICHELIN RETREAD TECHNOLOGIES, INC. FRANCHISE DISCLOSURE DOCUMENT AS REQUIRED BY THE STATE OF NORTH DAKOTA

Covenants not to compete such as those mentioned in the Disclosure Document are generally considered unenforceable in the State of North Dakota under the North Dakota Century Code Section 9-08-06.

Section 16 of the Franchise Agreement (1) is governed by South Carolina law; (2) requires that any case or controversy be adjudicated in the state in which MRTI's principal offices are located; (3) requires you to waive any right to demand or have a trial by jury in any action relating the Franchise Agreement in which the company is a party; and (4) requires you to waive any right to or claim for any punitive or exemplary damages against the company. These provisions may not be enforceable under North Dakota Century Code 51-19-09.

ADDENDUM TO THE MICHELIN RETREAD TECHNOLOGIES, INC. FRANCHISE DISCLOSURE DOCUMENT AS REQUIRED BY THE STATE OF RHODE ISLAND

§ 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."

§ 19-28.1-15 of the Rhode Island Franchise Investment Act provides that "A condition, stipulation or provision requiring a franchisee to waive compliance with or relieving a person of a duty of liability imposed by or a right provided by this act or a rule or order under this act is void. An acknowledgement provision, disclaimer or integration clause or a provision having a similar effect in a franchise agreement does not negate or act to remove from judicial review any statement, misrepresentations or action that would violate this act or a rule or order under this act. This section shall not affect the settlement of disputes, claims or civil lawsuits arising or brought under this act."

ADDENDUM TO THE MICHELIN RETREAD TECHNOLOGIES, INC. FRANCHISE DISCLOSURE DOCUMENT AS REQUIRED

BY THE STATE OF VIRGINIA

In recognition of the restrictions contained in Section 13.1564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for Michelin Retread Technologies, Inc. for use in the Commonwealth of Virginia shall be amended as follows:

1. Item 17.h. of the Franchise Disclosure Document shall be amended to add the following:

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act (the "**Act**"), it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the franchise agreement does not constitute "reasonable cause," as that term may be defined in the Act or the laws of Virginia, that provision may not be enforceable.

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the Franchise Agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to him under the franchise, that provision may not be enforceable.

2. Item 17.r. of the Franchise Disclosure Document shall be amended to add the following:

Effective as of July 1, 2026, under subdivision A 4 of § 13.1-563 of the Act, it is unlawful to offer or enter into a franchise agreement that restricts the right of a franchisee to engage in the business of offering, selling, or distributing goods or services at retail after termination or expiration of the franchise agreement. However, subsection B of § 13.1-563 of the Act provides that if a franchisee sells a franchise at a mutually agreed upon price to a third party or back to the franchisor, such sale may include a term restricting the right of such franchisee to engage in the business of offering, selling, or distributing goods or services at retail for a period of no more than two years after such sale.

3. Item 17.w. of the Franchise Disclosure Document shall be amended to add the following:

Effective as of July 1, 2026, under subsection D of § 13.1-559 of the Act, for all franchises located in Virginia, the franchise contract or agreement offered or entered into pursuant to terms of this chapter shall be governed by the laws of the Commonwealth of Virginia.

ADDENDUM TO THE MICHELIN RETREAD TECHNOLOGIES, INC. FRANCHISE DISCLOSURE DOCUMENT AS REQUIRED BY THE STATE OF WISCONSIN

REGISTRATION OF THIS FRANCHISE IN WISCONSIN DOES NOT MEAN THAT THE STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT.

The conditions under which the Franchise Agreement can be terminated or not renewed may be affected by the Wisconsin Fair Dealership Law, Wisconsin Statutes 1981-82, Title XIV-A, Chapter 135.

EXHIBIT L

RIDERS TO THE MICHELIN RETREAD TECHNOLOGIES, INC. FRANCHISE AGREEMENT

RIDER TO THE MICHELIN RETREAD TECHNOLOGIES, INC. FRANCHISE AGREEMENT PURSUANT TO THE ILLINOIS FRANCHISE REGISTRATION AND DISCLOSURE LAW

This Rider forms a part of the aforesaid FRANCHISE AGREEMENT, dated _____, as if the contents hereof were set forth therein.

The last sentence of Section 2.01 of the Franchise Agreement is deleted.

Sections 16.01, 16.02 and 16.18 of the Franchise Agreement are amended by the addition of the following language to the original language that appears therein:

Section 4 of the Illinois Franchise Disclosure Act provides that the designation of jurisdiction or venue in a forum outside of Illinois is void, except that the designation of arbitration in a forum outside of Illinois is permissible. In Illinois, the Illinois Franchise Disclosure Act shall prevail in construing and enforcing Sections 16.01 and 16.02 of the Franchise Agreement.

Section 41 of the Illinois Franchise Disclosure Act states that "any condition, stipulation, or provision purporting to bind any person acquiring any Franchise to waive compliance with any provision of this Act is void."

Section 16.14 of the Franchise Agreement is deleted in its entirety.

To the extent this Rider shall be deemed to be inconsistent with any term or conditions of said Franchise Agreement or Exhibits or attachments thereto, the terms of the Illinois Franchise Disclosure Act as stated in this Rider shall govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Rider, understands and consents to be bound by all of its terms, and agrees it shall become effective the ____ day of , 20___.

FRANCHISEE	MICHELIN RETREAD TECHNOLOGIES, INC., a Delaware Corporation
_____	By:_____
(Signature)	
_____	Title:_____
(Print Name)	
_____	
(Signature)	
_____	
(Print Name)	

RIDER TO THE MICHELIN RETREAD TECHNOLOGIES, INC. FRANCHISE AGREEMENT PURSUANT TO THE INDIANA FRANCHISE DISCLOSURE LAW AND THE INDIANA DECEPTIVE FRANCHISE PRACTICES ACT

This Rider to the MRTI Franchise Agreement by and between MICHELIN RETREAD TECHNOLOGIES, INC. and Franchisee is dated _____, 20 ____.

1. Indiana Code Sections 23-2-2.7-1(2) and 2(4) (the "Code") provide that it is unlawful for a franchise agreement to contain a provision allowing the franchisor to compete unfairly with the franchisee within a reasonable area. To the extent of any conflict between Section 2.03 of the Franchise Agreement and the Code, the Code shall prevail.

2. Section 12.02(f) of the Franchise Agreement is amended by the inclusion of the following language:

> Any general release is exclusive of any claims arising under the Indiana Deceptive Franchise Practices Act.

3. Section 15.02 of the Franchise Agreement is modified by adding the following sentence at the end of the Section:

> The indemnification provided in this Section 15.02 shall not apply to the extent (i) that liabilities are caused by Franchisee's proper reliance on or correct use of procedures specified, and materials provided, by MRTI; or (ii) of MRTI's negligence.

4. Section 16.01 of the Franchise Agreement is modified as follows:

> Indiana Franchise Acts will prevail in the event of any conflict of laws.

5. Section 16.04 of the Franchise Agreement shall be deleted and the following provision shall be substituted for Section 16.04 of the agreement.

> **16.04 Injunctive Relief**. MRTI may seek to obtain at any time in any court of competent jurisdiction any injunctive relief, including temporary restraining orders and preliminary injunctions, against conduct or threatened conduct for which no adequate remedy at law may be available or which may cause MRTI irreparable harm. MRTI may have such injunctive relief, without bond, but upon due notice, in addition to such further and other relief as may be available at equity or law, and Franchisee's sole remedy in the event of the entry of such injunction, shall be the dissolution of such injunction, if warranted, upon hearing duly had (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby). Franchisee and each of its Owners acknowledges that any violation of Section 9, 10, 12.02(i) or 14.02 would result in irreparable injury to MRTI for which no adequate remedy at law may be available. Accordingly, Franchisee and each of its Owners agrees that the existence of any claims Franchisee or any of its Owners may have against MRTI, whether or not arising herefrom, shall not constitute a defense to the enforcement of any of those Sections.

All initially capitalized terms not defined herein shall have the same meaning as ascribed to them in the Franchise Agreement. Except as expressly modified hereby, the Franchise Agreement shall remain in full force and effect in accordance with its terms.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this addendum concurrently with the execution of the Franchise Agreement on the day and year first above written.

FRANCHISEE	MICHELIN RETREAD TECHNOLOGIES, INC., a Delaware Corporation
_____	By: _____
(Signature)	
_____	Title: _____
(Print Name)	
_____	
(Signature)	
_____	
(Print Name)	

RIDER TO THE FRANCHISE AGREEMENT PURSUANT TO THE MARYLAND FRANCHISE REGISTRATION AND DISCLOSURE LAW

This Rider to the Franchise Agreement by and between MICHELIN RETREAD TECHNOLOGIES, INC. and Franchisee is dated _____, 20____.

1. The following language shall be added to Sections 2.03 and 12.02(g):

   Pursuant to COMAR 02.02.08. 16L, any general release, estoppel or waiver of liability required as a condition of purchase, renewal and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

2. The following language shall be added to Sections 2.03 and 16.14:

   Such representations are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

3. The following language shall be added to Section 2.05:

   Based upon our financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by you shall be deferred until we complete our pre-opening obligations under the Agreement.

4. Section 14-216(c)(25) of the Maryland Franchise Registration and Disclosure law requires us to file an irrevocable consent to be sued in Maryland. Section 16.02 requires that the judicial district in which we have our principal place of business (presently Greenville, South Carolina) shall be the venue and forum to adjudicate disputes between you and MRTI. To the extent there is a conflict between Section 14-216(c)(25) and Section 16.02, Section 14-216(c)(25) shall control. Franchisee may sue in Maryland for claims under the Maryland Franchise Registration and Disclosure Law.

5. Section 14-226 of the Maryland Franchise Registration and Disclosure law prohibits a franchisor from requiring a prospective franchisee to assent to any release, estoppel or waiver of liability as a condition of purchasing a franchise. To the extent there is a conflict between Section 14-226 and Sections 16.15 and 16.16, Section 14-226 shall control. It being hereby understood and agreed that any representation, release, waiver or agreement by franchisee contained in Sections 16.14 and 16.15 is not intended, nor shall such representation, release, waiver or agreement act as a release, estoppel or waiver of any liability under the Maryland Franchise Registration and Disclosure law.

6. Section 16.15 of the Franchise Agreement is hereby deleted in its entirety.

All initially capitalized terms not defined herein shall have the same meaning as ascribed to them in the Franchise Agreement. Except as expressly modified hereby, the Agreement shall remain in full force and effect in accordance with its terms.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Rider, understands and consents to be bound by all of its terms, and agrees it shall become effective the ___ day of _____ 20___.

FRANCHISEE	MICHELIN RETREAD TECHNOLOGIES, INC., a Delaware Corporation
_____	By:_____
(Signature)	
_____	Title:_____
(Print Name)	
_____	
(Signature)	
_____	
(Print Name)	

RIDER TO THE MICHELIN RETREAD TECHNOLOGIES, INC.
FRANCHISE AGREEMENT PURSUANT TO
THE MINNESOTA FRANCHISE DISCLOSURE LAW

This Rider to the Franchise Agreement by and between MICHELIN RETREAD TECHNOLOGIES, INC. and Franchisee is dated _____, 20 ____.

1. Section 9.04 is amended by adding the following:

   The franchisor will protect the franchisee's right to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

2. Section 11.2(f) is amended by adding the following:

   Under Minn. Rule 2860.4400D, MRTI is prohibited from requiring Franchisee to sign a general release.

3. Section 13 is amended by adding the following:

   With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat. Sec. 80C.,14 Subds. 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) and 180 days' notice for non-renewal of the franchise agreement.

4. Sections 16.01 and 16.02 are amended by adding the following:

   Minn. Stat. Sec. 80C.21 and Minn. Rule Part 2860.4400J prohibit MRTI from requiring litigation to be conducted outside of Minnesota. In addition, nothing in this agreement can abrogate or reduce any of Franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to the procedure, forum, or remedies provided for by the laws of the jurisdiction.

5. Section 16.04 is amended by adding the following:

   Under Minn. Rule 2860.4400J, a franchisee cannot waive any rights, and the franchisee cannot consent to the franchisor obtaining injunctive relief, although the franchisor may seek injunctive relief. The court will also determine whether a bond is required.

6. Section 16.6 is amended as follows:

   Minnesota Rule 2860.4400J prohibits the waiver of a jury trial.

All initially capitalized terms not defined herein shall have the same meaning as ascribed to them in the Franchise Agreement. Except as expressly modified hereby, the Franchise Agreement shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Rider concurrently with the execution of the Franchise Agreement on the day and year first above written.

FRANCHISEE	MICHELIN RETREAD TECHNOLOGIES, INC., a Delaware Corporation
_____	By: _____
(Signature)	
_____	Title: _____
(Print Name)	
_____	
(Signature)	
_____	
(Print Name)	

RIDER TO THE MICHELIN RETREAD TECHNOLOGIES, INC.
FRANCHISE AGREEMENT PURSUANT TO
THE NEW YORK FRANCHISE DISCLOSURE LAW

This Rider forms a part of the aforesaid FRANCHISE AGREEMENT, dated _____, as if the contents hereof were set forth therein.

Whenever the provisions of this Rider conflict with provisions contained elsewhere in this Franchise Agreement, the provisions of this Rider shall prevail to the extent of such conflict.

1. Notwithstanding anything to the contrary in the Franchise Agreement, the following language shall be added to Section 12.02(f):

> Provided, however, that all rights enjoyed by the Franchisee and any causes of action arising in its favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of GBL, section 687.4 and 687.5 be satisfied.

2. The following language shall be added to Section 12.06:

> However, no assignment shall be made except to an Assignee who in the good faith judgment of Franchisor, is willing and able to assume Franchisor's obligations under this Agreement.

3. The first line in Section 16.04 of the Franchise Agreement shall be amended to read as follows:

> "16.04 Injunctive Relief. MRTI may seek to obtain at any time in any court of competent jurisdiction ..."

All initially capitalized terms not defined herein shall have the same meaning as ascribed to them in the Franchise Agreement. Except as expressly modified hereby, the Franchise Agreement shall remain in full force and effect in accordance with its terms.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Rider concurrently with the execution of the Franchise Agreement on the day and year first above written.

FRANCHISEE	MICHELIN RETREAD TECHNOLOGIES, INC., a Delaware Corporation
_____	By: _____
(Signature)	
_____	Title: _____
(Print Name)	
_____	
(Signature)	
_____	
(Print Name)	

RIDER TO THE MICHELIN RETREAD TECHNOLOGIES, INC. FRANCHISE AGREEMENT AS REQUIRED BY THE STATE OF RHODE ISLAND

This Rider forms a part of the aforesaid FRANCHISE AGREEMENT, dated _____, as if the contents hereof were set forth therein.

Whenever the provisions of this Rider conflict with provisions contained elsewhere in this Franchise Agreement, the provisions of this Rider shall prevail to the extent of such conflict.

§ 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."

§ 19-28.1-15 of the Rhode Island Franchise Investment Act provides that "A condition, stipulation or provision requiring a franchisee to waive compliance with or relieving a person of a duty of liability imposed by or a right provided by this act or a rule or order under this act is void. An acknowledgement provision, disclaimer or integration clause or a provision having a similar effect in a franchise agreement does not negate or act to remove from judicial review any statement, misrepresentations or action that would violate this act or a rule or order under this act. This section shall not affect the settlement of disputes, claims or civil lawsuits arising or brought under this act."

All initially capitalized terms not defined herein shall have the same meaning as ascribed to them in the Franchise Agreement. Except as expressly modified hereby, the Franchise Agreement shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Rider concurrently with the execution of the Franchise Agreement on the day and year first above written.

FRANCHISEE	MICHELIN RETREAD TECHNOLOGIES, INC., a Delaware Corporation
_____	By: _____
(Signature)	
_____	Title: _____
(Print Name)	
_____	
(Signature)	
_____	
(Print Name)	

RIDER TO THE MICHELIN RETREAD TECHNOLOGIES, INC.
FRANCHISE AGREEMENT AS REQUIRED
BY THE STATE OF VIRGINIA

THIS RIDER IS TO BE SIGNED ONLY IF THE FRANCHISE AGREEMENT TO WHICH IT RELATES IS SIGNED ON OR AFTER JULY 1, 2026.

This Rider to the Franchise Agreement by and between MICHELIN RETREAD TECHNOLOGIES, INC. and Franchisee is dated _____, 20 ____.

1. Background. Franchisor and Franchisee are parties to that certain Franchise Agreement dated _____ that has been signed at the same time as this Rider (the "Franchise Agreement"). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because the Michelin Retread Shop will be located in Virginia.

2. Effective July 1, 2026, the Virginia Retail Franchising Act provides as follows:

> Under subdivision A 4 of § 13.1-563 of the Virginia Retail Franchising Act ("Act"), it is unlawful to offer or enter into a franchise agreement that restricts the right of a franchisee to engage in the business of offering, selling, or distributing goods or services at retail after termination or expiration of the franchise agreement. However, subsection B of § 13.1-563 of the Act provides that if a franchisee sells a franchise at a mutually agreed upon price to a third party or back to the franchisor, such sale may include a term restricting the right of such franchisee to engage in the business of offering, selling, or distributing goods or services at retail for a period of no more than two years after such sale.
>
> Under subsection D of § 13.1-559 of the Virginia Retail Franchising Act, for all franchises located in Virginia, the franchise contract or agreement offered or entered into pursuant to terms of this chapter shall be governed by the laws of the Commonwealth of Virginia.

To the extent the Franchise Agreement includes any provision that is wholly or partially unlawful under Virginia law, the unlawful portions of the provision will be deemed to be severed from, and not to be a part of, the Franchise Agreement to the extent they are unlawful. However, any remaining lawful portions of the provision may be fully enforced.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Rider concurrently with the execution of the Franchise Agreement on the day and year first above written.

FRANCHISEE	MICHELIN RETREAD TECHNOLOGIES, INC., a Delaware Corporation
_____	By: _____
(Signature)	
_____	Title: _____
(Print Name)	
_____	
(Signature)	
_____	
(Print Name)	

WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT, THE FRANCHISE AGREEMENT, AND ALL RELATED AGREEMENTS

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.

2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

3. **Site of Arbitration, Mediation, and/or Litigation.** In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

4. **General Release.** A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

5. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

6. **Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

7. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.

8. **Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. **Fair and Reasonable Pricing.** Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. **Franchisor's Business Judgement.** Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. **Indemnification.** Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. **Attorneys' Fees.** If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

14. **Noncompetition Covenants.** Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

15. **Nonsolicitation Agreements.** RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

16. **Questionnaires and Acknowledgments.** No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

17. **Prohibitions on Communicating with Regulators.** Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Rider concurrently with the execution of the Franchise Agreement on _____.

FRANCHISEE	MICHELIN RETREAD TECHNOLOGIES, INC., a Delaware Corporation
_____	By: _____
(Signature)	
_____	Title: _____
(Print Name)	
_____	
(Signature)	
_____	
(Print Name)	

RIDER TO THE MICHELIN RETREAD TECHNOLOGIES, INC. FRANCHISE AGREEMENT AS REQUIRED BY THE STATE OF WISCONSIN

This Rider forms a part of the aforesaid FRANCHISE AGREEMENT, dated _____, as if the contents hereof were set forth therein.

Whenever the provisions of this Rider conflict with provisions contained elsewhere in this Franchise Agreement, the provisions of this Rider shall prevail to the extent of such conflict.

The conditions under which this Agreement can be terminated or renewed are set forth in the Wisconsin Fair Dealership Law, Wisc. Stat. 1981-82, Title XIV-A, Chapter 135.

All initially capitalized terms not defined herein shall have the same meaning as ascribed to them in the Franchise Agreement. Except as expressly modified hereby, the Franchise Agreement shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Rider concurrently with the execution of the Franchise Agreement on

FRANCHISEE	MICHELIN RETREAD TECHNOLOGIES, INC., a Delaware Corporation
_____	By: _____
(Signature)	
_____	Title: _____
(Print Name)	
_____	
(Signature)	
_____	
(Print Name)	

STATE EFFECTIVE DATES

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

STATE	EFFECTIVE DATE
California	April 30, 2026
Illinois	April 30, 2026
Indiana	April 30, 2026
Maryland	Pending
Michigan	April 30, 2026
Minnesota	Pending
New York	April 30, 2026
North Dakota	Pending
Rhode Island	Pending
South Dakota	Pending
Virginia	Pending
Washington	Pending
Wisconsin	Pending

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

EXHIBIT M

RECEIPT (FRANCHISEE COPY)

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain English. Read this disclosure document and all agreements carefully.

If Michelin Retread Technologies, Inc. ("MRTI") offers you a franchise, it must provide this disclosure document to you at least 14 calendar days before you sign a binding agreement with or make any payment to MRTI or an affiliate in connection with the proposed franchise sale (or sooner if required by applicable state law).

New York requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Michelin Retread Technologies, Inc. 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 Exhibit G.

The franchisor is Michelin Retread Technologies, Inc., 101 Harrison Bridge Road, Simpsonville, South Carolina 29681, (864) 627-5631.

The franchise seller(s) for this offering is(are):

Name	Principal Business Address	Telephone Number

Issuance date: April 30, 2026.

I received a disclosure document dated April 30, 2026, that included the following Exhibits:

A. Franchise Application
A-1 Confidentiality, Non-Use and Non-Disclosure Agreement
B. Franchise Agreement with Schedules and Exhibits
B-1 Personal Guaranty of Franchisee's Obligations
B-2 Personal Covenants
B-3 MRTI Equipment Purchase Rider
C. MRTI Equipment Purchase Verification
D. Non-Exclusive Software License
D-1 Bib Tread NEXT™ Software License Agreement
E. Promissory Note and Loan and Security Agreement
F. Financing Guaranty
G. List of State Agencies/Agents for Service of Process
H. Lists of Franchisees and Affiliate-Owned Shops
I. Operating Manual Table of Contents
J. Financial Statements
K. State Addenda to the Franchise Disclosure Document
L. Riders to the Franchise Agreement
M. Receipts

Signature:_____ _____
Printed Name:_____ Date (do not leave blank)

Individually and on behalf of the following entity:
Entity Name:_____

EXHIBIT M

RECEIPT (MRTI COPY)

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain English. Read this disclosure document and all agreements carefully.

If Michelin Retread Technologies, Inc. ("MRTI") offers you a franchise, it must provide this disclosure document to you at least 14 calendar days before you sign a binding agreement with or make any payment to MRTI or an affiliate in connection with the proposed franchise sale (or sooner if required by applicable state law).

New York requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Michelin Retread Technologies, Inc. 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 Exhibit G.

The franchisor is Michelin Retread Technologies, Inc., 101 Harrison Bridge Road, Simpsonville, South Carolina 29681, (864) 627-5631.

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C. MRTI Equipment Purchase Verification
D. Non-Exclusive Software License
D-1 Bib Tread NEXT™ Software License Agreement
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G. List of State Agencies/Agents for Service of Process
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I. Operating Manual Table of Contents
J. Financial Statements
K. State Addenda to the Franchise Disclosure Document
L. Riders to the Franchise Agreement
M. Receipts

Signature:_____ _____
Printed Name:_____ Date (do not leave blank)

Individually and on behalf of the following entity:
Entity Name:_____