

L. Acts Beyond Control of Parties. In the event of any failure of performance of this Agreement according to its terms by any party the same will not be deemed a breach of this Agreement if it arose from a cause beyond the control of and without the negligence of said party. Such causes include, but are not limited to, strikes, wars, fire, acts of God, riots and acts of government except as may be specifically provided for elsewhere in this Agreement.

M. National Consumer Price Index. The renewal fee (Section 4(i), the modernization amount (Section 5.E) and the transfer fee (Section 14.C.1(f)) may be adjusted annually by us in proportion to the annual change in the National Consumer Price Index - All Urban Consumers as reported for each calendar year by the U.S. Department of Labor (or the successor index or agency thereto) using 1997 as the base year, and as so adjusted will apply to each renewal, modernization or transfer, as the case may be, subsequent to the adjustment date but prior to the next adjustment date.

N. Notice of Potential Franchisor Profit. We hereby advise you that we and/or our affiliates will make available to you Inventory Products and goods, products and/or services for use in your Business on the sale of which us or our affiliates will make a profit. For Inventory Products (which may or may not contain the PIRTEK Marks) and Non-Inventory Items containing the PIRTEK Marks, we will be the only available supplier, and the cost of these items may be higher than the cost of other hoses or other similar products on the market. We further advise you that we or our affiliates may from time to time receive consideration from suppliers or vendors in respect to sales of products or services to you or in consideration of services rendered or rights licensed to such persons. You agree that we or our affiliates are entitled to said profits and/or consideration.

O. Termination of Master Franchise Agreement. Upon termination of the Master Franchise Agreement, this Agreement and other franchise agreements we have issued for PIRTEK Centers in the United States may be assigned to PFS or its designee at PFS's written request.

P. Effective Date. We will designate the effective date on page one of this Agreement. The effective date is either the date when the Agreement is accepted by us at our offices in Rockledge, Florida, and signed by our President, or some other date designated by us.

IN WITNESS WHEREOF, the parties have executed this Franchise Agreement on the date first noted above.

Us:

PIRTEK USA LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_:

Its: \_\_\_\_\_

You:

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Your Signature)

Company Name:  
\_\_\_\_\_

(Your Signature)

(Your Position)

ADDENDUM TO  
PIRTEK®  
FRANCHISE AGREEMENT FOR THE  
STATE OF CALIFORNIA

This Addendum pertains to franchises sold in the State of California and is for the purpose of complying with California statutes and regulations. Notwithstanding anything that may be contained in the body of the Agreement to the contrary, the Agreement is amended as follows:

1. The Franchise Agreement may contain a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.
2. Sections 12.C and 14.C.1(g) of the Franchise Agreement contains a covenant not to compete which extends beyond the term of the franchise. This provision may not be enforceable under California law.
3. Section 13 of the Franchise Agreement requires binding arbitration. The arbitration will occur in Orlando, Florida.
4. Section 14.C.1(g) of the Franchise Agreement requires the execution of a general release if the franchise is transferred. This provision may not be enforceable under California law.
5. In all other respects, the Franchise Agreement will be construed and enforced according to its terms.

Each of the undersigned hereby acknowledges having read and understood this Addendum and consents to be bound by all of its terms.

PIRTEK USA LLC

YOU:

Your Initials

Our Initials

By:

By:

Its:

Its:

ADDENDUM TO  
PIRTEK®  
FRANCHISE AGREEMENT FOR THE  
STATE OF ILLINOIS

This Addendum pertains to franchises sold in the State of Illinois and is for the purpose of complying with Illinois statutes and regulations. Notwithstanding anything that may be contained in the body of the Franchise Agreement to the contrary, the Agreement is amended as follows:

1. Section 2 of the Agreement is hereby amended to include the following language:

You are solely responsible for locating a site for the Franchised Location that meets our standards and criteria and that is acceptable to us. We generally will respond within 30 days of your request for approval of a proposed site. If we do not approve the site you propose, we will permit you to examine alternative search areas for your site. Although this Agreement does not terminate if you do not select a site with a prescribed time period, you may not commence construction on the Service Center until we approve the site.

2. The fourth and fifth sentences of Section 16.B of the Agreement are hereby deleted in their entirety.

3. Section 16.B of the Agreement is hereby amended to include the following:

Nothing in this Section 16.B, however, may be construed to mean that you may not rely on representations in the Pirtek® Offering Circular that we provided to you in connection with the offer and purchase of your Pirtek® Business, although those representations do not become part of the Franchise Agreement.

4. Subparagraph 16.I.1 of the Agreement is hereby deleted in its entirety and the following substituted in lieu thereof:

Except to the extent governed by the United States Trademark Act of 1946, as amended (Lanham Act, 15 U.S.C. Section 1051 et seq.), this Agreement shall be governed by and interpreted in accordance with the law of the state of Illinois. This Agreement shall be deemed to be amended from time to time as may be necessary to bring any of its provisions into conformity with valid applicable laws or regulations. The provisions of this subparagraph shall survive the termination of this Agreement. Franchisee is aware of the business purposes and needs underlying the language of this subparagraph, and with the complete understanding thereof, agrees to be bound in a manner set forth. Subject to subparagraph 13.A, any cause of action, claim, suit or demand allegedly arising from or related to the terms of this Agreement or the relationship of the parties must be brought in the Illinois federal or state court for the Territory in which you are located.

5. Currently, an Illinois franchisee could not have a territory that includes parts of Illinois and another state. Illinois law, therefore, would apply for any Territory located in Illinois.

6. The Acknowledgment Addendum is unenforceable under Illinois law because it may have the effect of forcing a franchisee to waive or release certain rights that you as a franchisee have under the Illinois Franchise Disclosure Act, 815 IL § 705.

7. In all other respects, the Franchise Agreement will be construed and enforced according to its terms.

Each of the undersigned hereby acknowledges having read and understood this Addendum and consents to be bound by all of its terms.

PIRTEK USA LLC YOU:

By: By:  
Its: Its:

Your Initials Our Initials



## RELEASE OF CLAIMS

For and in consideration of the agreements and covenants described below, Pirtek USA LLC ("Pirtek") and \_\_\_\_\_ ("Franchisee") enter into this Release of Claims ("Agreement").

### RECITALS

- A. Pirtek and Franchisee entered into a PIRTEK® Franchise Agreement dated \_\_\_\_\_, \_\_\_\_\_.
- B. [NOTE: Describe the circumstances relating to the release.]
- C. Subject to and as addressed with greater specificity in the terms and conditions set forth below, Pirtek and Franchisee now desire to settle any and all disputes that may exist between them relating to the Franchise Agreement.

### AGREEMENTS

1. **Consideration.** [NOTE: Describe the consideration paid.]
- 2-3. [NOTE: Detail other terms and conditions of the release.]
4. **Release of Claims by Pirtek.** In consideration of, and only upon full payment of \$ \_\_\_\_\_ to Pirtek, and the other terms and conditions of this Agreement, the receipt and sufficiency of which is hereby acknowledged, Pirtek, for itself and for each of its affiliated corporations, subsidiaries, divisions, insurers, indemnitors, attorneys, successors, and assigns, together with all of its past and present directors, officers, employees, attorneys, agents, assigns and representatives does hereby release and forever discharge Franchisee and each of his heirs, executors, successors, and assigns of and from any and all actions, suits, proceedings, claims (including, but not limited to, claims for attorney's fees), complaints, judgments, executions, whether liquidated or unliquidated, known or unknown, asserted or unasserted, absolute or contingent, accrued or not accrued, disclosed or undisclosed, related to the Franchise Agreement. This release does not release Franchisee from any obligations he may have under this Agreement.
5. **Release of Claims by Franchisee.** In consideration of the other terms and conditions of this Agreement, the receipt and sufficiency of which is hereby acknowledged, Franchisee, for himself and for each of his heirs, executors, administrators, insurers, attorneys, agents, representatives, successors, and assigns, does hereby release and forever discharge Pirtek and each of its respective affiliated corporations, subsidiaries, divisions, insurers, indemnitors, attorneys, successors, and assigns, together with all of their past and present directors, officers, employees, attorneys, agents, assigns and representatives in their capacities as such, of and from any and all actions, suits, proceedings, claims (including, but not limited to, claims for attorney's fees), complaints, charges, judgments, executions, whether liquidated or unliquidated, known or unknown, asserted or unasserted, absolute or contingent, accrued or not accrued, related to the Franchise Agreement.

6. **Reservation of Claims Against Non-Settling Parties.** Pirtek and Franchisee expressly reserve their right and claims against any non-settling persons, firms, corporations, or other entities for whatever portion or percentage their damages are found to be attributable to the wrongful conduct of said non-settling parties.

7. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties relative to the subject matter contained herein, and all prior understandings, representations and agreements made by and between the parties relative to the contents contained in this Agreement are merged into this Agreement.

8. **Voluntary Nature of Agreement.** The parties acknowledge and agree that they have entered into this Agreement voluntarily and without any coercion. The parties further represent that they have had the opportunity to consult with an attorney of their own choice, that they have read the terms of this Agreement, and that they fully understand and voluntarily accept the terms.

9. **Governing Law and Jurisdiction.** This Agreement will be construed and enforced in accordance with the law of the state of \_\_\_\_\_.

10. **Attorneys' Fees.** All rights and remedies under this Agreement shall be cumulative and none shall exclude any other right or remedy allowed by law. In the event of a breach of this Agreement that requires one of the parties to enforce the terms and conditions of this Agreement, the non-prevailing party shall pay the prevailing party's attorneys' fees and costs incurred by reason of the breach.

Dated: \_\_\_\_\_, 200\_\_

PIRTEK USA LLC

By \_\_\_\_\_

Its \_\_\_\_\_

Dated: \_\_\_\_\_, 200\_\_

FRANCHISEE: \_\_\_\_\_

By \_\_\_\_\_



ADDENDUM TO  
PIRTEK®  
FRANCHISE AGREEMENT FOR THE  
STATE OF MINNESOTA

This Addendum pertains to franchises sold in the State of Minnesota and is for the purpose of complying with Minnesota statutes and regulations. Notwithstanding anything that may be contained in the body of the Franchise Agreement to the contrary, the Agreement is amended as follows:

1. We will undertake the defense of any claim of infringement by third parties involving the PIRTEK Trademark, and you will cooperate with the defense in any reasonable manner prescribed by us with any direct cost of such cooperation to be borne by us.

2. Minnesota law provides franchisees with certain termination and nonrenewal rights. As of the date of this Franchise Agreement, Minn. Stat. Sec. 80C.14, Subd. 3, 4 and 5 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 nonrenewal of the Franchise Agreement.

3. Nothing in the Offering Circular or Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction. In addition, Minn. Stat. § 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. Therefore, Section 16.I is amended by the addition of the following language:

Subject to Section 13.A, any cause of action, claim, suit or demand allegedly arising from or related to the terms of this Agreement or the relationship of the parties must be brought in the Federal District Court for the Middle District of Florida in Orlando, Florida or in Brevard County Circuit Court, Fifth Judicial District, Titusville, Florida or the federal or state court of the Territory in which the Franchisee is located.

4. Section 16.J is deleted in its entirety.

5. The second sentence of Section 13.B of the Agreement is deleted in its entirety and has no further force and effect and the following is substituted in lieu thereof:

Therefore, it is mutually agreed that in the event of a breach or threatened breach of any of the terms of this Agreement by you, we will forthwith be entitled to seek an injunction restraining such breach and/or to a decree of specific performance, without showing or proving any actual damage, together with recovery of reasonable attorneys' fees and other costs incurred in obtaining said equitable relief, until such time as a final and binding determination is made by the arbitrators.

6. In all other respects, the Franchise Agreement will be construed and enforced according to its terms.

Each of the undersigned hereby acknowledges having read and understood this Addendum and consents to be bound by all of its terms.

PIRTEK USA LLC \_\_\_\_\_ YOU: \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_  
Its: \_\_\_\_\_ Its: \_\_\_\_\_

\_\_\_\_\_  
Your Initials \_\_\_\_\_ Our Initials \_\_\_\_\_

ADDENDUM TO  
PIRTEK®  
FRANCHISE AGREEMENT FOR THE  
STATE OF WASHINGTON

This Addendum pertains to franchises sold in the State of Washington and is for the purpose of complying with Washington statutes and regulations. Notwithstanding anything that may be contained in the body of the Franchise Agreement to the contrary, the Agreement is amended as follows:

1. Section 11 of the Franchise Agreement is amended by the addition of the following language:

If any of the provisions in the Franchise Agreement are inconsistent with the relationship provisions of R.C.W. 19.100.180 or other requirements of the Washington Franchise Investment Protection Act, the provisions of the Act will prevail over the inconsistent provisions of the Franchise Agreement with regard to any franchise sold in Washington.

2. Pursuant to the Washington Franchise Investment Protection Act, the second sentence of Section 13.A of the foregoing Agreement is deleted in its entirety and has no further force and effect, and the following is substituted in lieu thereof:

The arbitration must take place in Washington or at such other place as may be mutually agreeable to the parties or as determined by the arbitrator.

3. Pursuant to the Washington Franchise Investment Protection Act, the first two sentences of Section 16.I of the foregoing Agreement is deleted in its entirety and has no further force and effect, and the following is substituted in lieu thereof:

Except to the extent governed by the United States Trademark Act of 1946, as amended (Lanham Act, 15 U.S.C. Section 1051 et seq.), this Agreement and the relationship between the parties is governed by and interpreted in accordance with the Washington Franchise Investment Protection Act.

4. In all other respects, the Franchise Agreement will be construed and enforced according to its terms.

Each of the undersigned hereby acknowledges having read and understood this Addendum and consents to be bound by all of its terms.

PIRTEK USA LLC \_\_\_\_\_ YOU: \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_

Its: \_\_\_\_\_ Its: \_\_\_\_\_

---

Your Initials

Our Initials

ADDENDUM TO  
PIRTEK®  
FRANCHISE AGREEMENT FOR THE  
STATE OF WISCONSIN

This Addendum pertains to franchises sold in the State of Wisconsin and is for the purpose of complying with Wisconsin statutes and regulations. Notwithstanding anything that may be contained in the body of the Franchise Agreement to the contrary, the Agreement is amended as follows:

1. Notwithstanding anything that may be contained in the body of the Franchise Agreement to the contrary, Section 11.B of the Agreement pertaining to "Termination by Us" is extended as follows:

For all franchises sold in the State of Wisconsin, we will provide you at least 90 days' prior written notice of termination, cancellation, or substantial change in competitive circumstances. The notice will state all the reasons for termination, cancellation, or substantial change in competitive circumstances and will provide that you have 60 days in which to rectify any claimed deficiency. If the deficiency is rectified within 60 days, the notice will be void. If the reason for termination, cancellation, or substantial change in competitive circumstances is nonpayment of sums due under the franchise, you will be entitled to written notice of such default, and will have not less than 10 days in which to remedy such default from the date of delivery or posting of such notice.

2. Ch. 135, Stats., the Wisconsin Fair Dealership Law, supersedes any provisions of this Agreement or a related document between Franchisor and Licensee inconsistent with the Law.

3. In all other respects, the Franchise Agreement will be construed and enforced according to its terms.

Each of the undersigned hereby acknowledges having read and understood this Addendum and consents to be bound by all of its terms.

PIRTEK USA LLC YOU:

By: By:

Its: Its:

Your Initials Our Initials

OWNERSHIP ACKNOWLEDGMENT  
TO PIRTEK® FRANCHISE AGREEMENT

Principal Owner. You represent and warrant to us that the following person, and only the following person, is the Principal Owner of Licensee:

<u>NAME</u>	<u>HOME ADDRESS</u>	PERCENTAGE OF INTEREST <u>(must be at least 51%)</u>
<hr/>		

PERSONAL GUARANTY AND AGREEMENT TO BE BOUND  
PERSONALLY BY THE TERMS AND CONDITIONS  
OF THE FRANCHISE AGREEMENT

In consideration of the execution of this Franchise Agreement by us, and for other good and valuable consideration, the undersigned, for themselves, their heirs, successors, and assigns, do jointly, individually and severally hereby become surety and guarantor for the payment of all amounts and the performance of the covenants, terms and conditions in this Franchise Agreement, to be paid, kept and performed by you.

Further, the undersigned, individually and jointly, hereby agree to be personally bound by each and every condition and term contained in this Franchise Agreement and agree that this Personal Guaranty should be construed as though the undersigned and each of them executed a Franchise Agreement containing the identical terms and conditions of this Franchise Agreement, including without limitation the dispute resolution and noncompete provisions of the Franchise Agreement.

Each of the undersigned waives: (i) notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed; (ii) protest and notice of default to any party respecting the indebtedness or nonperformance of any obligations hereby guaranteed; and (iii) any right the undersigned has to require that an action be brought against the franchisee or any other person as a condition of liability.

In addition, the undersigned consents and agrees that: (1) the undersigned's liability will not be contingent or conditioned upon our pursuit of any remedies against the franchisee or any other person; and (2) such liability will not be diminished, relieved or otherwise affected by your insolvency, bankruptcy or reorganization, the invalidity, illegality or unenforceability of all or any part of the Agreement, or the amendment or extension of the Agreement with or without notice to the undersigned.

It is further understood and agreed by the undersigned that the provisions, covenants and conditions of this Guaranty inures to the benefit of the successors and assigns of us.

**PERSONAL GUARANTORS**

\_\_\_\_\_  
Your Signature

\_\_\_\_\_  
Your Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Social Security Number

APPENDIX A  
TO PIRTEK® FRANCHISE AGREEMENT

**FRANCHISED LOCATION**

As stated in Paragraph 2 of the Franchise Agreement, subject to the terms and conditions of the Franchise Agreement, the Franchised Location at which you must conduct your PIRTEK Business is defined as follows: \_\_\_\_\_

**TERRITORY**

As stated in Paragraph 2 of the Franchise Agreement, subject to the terms and conditions of the Franchise Agreement, the Territory in which you must conduct your PIRTEK Business is defined as follows: \_\_\_\_\_

**PROMOTIONAL ZONE**

As stated in Paragraph 2 of the Franchise Agreement, subject to the terms and conditions of the Franchise Agreement, you may conduct the PIRTEK Business in the following Promotional Zone: \_\_\_\_\_

You may conduct the PIRTEK Business within the Promotional Zone with our express written consent. You must relinquish the Promotional Zone (in whole or in part) without compensation on 30 days notice from us with or without cause.

Initials:

Us: \_\_\_\_\_

You: \_\_\_\_\_



APPENDIX B  
TO PIRTEK® FRANCHISE AGREEMENT

MARKS

You have the right to use the following trademarks and service marks in accordance with the attached Franchise Agreement.

We may amend this Appendix "B" from time to time in order to make available additional trademarks or service marks or to delete those that become unavailable. You agree to use only those trademarks and service marks that are then currently authorized.

Pirtek® (Word Only)

(Word and Design)

Each of the above trademarks and service marks may be used only in the manner specified by us and in connection with the goods and services specified by us. No deviations will be permitted.

Initials:

Us: \_\_\_\_\_

You: \_\_\_\_\_

APPENDIX C  
TO PIRTEK® FRANCHISE AGREEMENT

Addendum to Lease

This Lease Addendum ("Addendum"), dated \_\_\_\_\_, 200\_\_, is entered into between \_\_\_\_\_ ("Lessor"), and \_\_\_\_\_ ("Lessee").

RECITALS

- A. The parties have entered into a Lease Agreement, dated \_\_\_\_\_, 200\_\_, (the "Lease") for the premises located at \_\_\_\_\_ (the "Premises").
- B. Lessee has agreed to use the Premises only for the operation of a hose service center business from the Premises pursuant to a Franchise Agreement (the "Franchise Agreement") with Pirtek USA LLC ("Pirtek") under the name PIRTEK® or other name Pirtek designates (the "Business").
- C. The parties desire to amend the Lease in accordance with the terms and conditions contained in this Addendum.

AGREEMENT

Lessor and Lessee agree as follows:

1. Remodeling and Decor. Lessor agrees to allow Lessee to remodel, equip, paint and decorate the interior of the Premises and to display such proprietary marks and signs on the interior and exterior of the Premises pursuant to the Franchise Agreement and any successor Franchise Agreement.
2. Assignment. Lessee has the right to assign all of its right, title and interest in the Lease to Pirtek or Pirtek's affiliates or successors at any time during the term of the Lease, including any extensions or renewals, without first obtaining Lessor's consent. No assignment will be effective, however, until Pirtek or its designated affiliate or successor gives Lessor written notice of its acceptance of the assignment. If Pirtek elects to assume the lease under this paragraph or unilaterally assumes the lease as provided for in subparagraphs 3(c) or 4(a), Lessor and Lessee agree that (i) Lessee will remain liable for the responsibilities and obligations, including amounts owed to Lessor, prior to the date of assignment and assumption, and (ii) Pirtek will have the right to sublease the Premises to another licensee, provided the licensee agrees to operate the Business as a PIRTEK Business pursuant to a Franchise Agreement with Pirtek. Pirtek will be responsible for the lease obligations incurred after the effective date of the assignment.
3. Default and Notice.
  - (a) In the event there is a default or violation by Lessee under the terms of the Lease, Lessor agrees to give Lessee and Pirtek written notice of such default or violation within a reasonable time after Lessor knows of its

occurrence. Lessor agrees to provide Pirtek the written notice of default as written and on the same day Lessor gives it to Lessee. Although Pirtek is under no obligation to cure the default, Pirtek will notify Lessor if it intends to cure the default and unilaterally assume Lessee's interest in the lease as provided in Paragraph 3(c). Pirtek will have an additional 15 days from the expiration of Lessee's cure period in which to cure the default or violation.

- (b) All notices to Pirtek must be sent by registered or certified mail, postage prepaid, to the following address:

Pirtek USA LLC  
501 Haverty Court  
Rockledge, FL 32955  
Attention: E. Morgan Arundel

Pirtek may change its address for receiving notices by giving Lessor written notice of the new address. Lessor agrees to notify both Lessee and Pirtek of any change in Lessor's mailing address to which notices should be sent.

- (c) Upon Lessee's default and failure to cure a default under either the Lease or the Franchise Agreement, Pirtek has the right (but not the obligation) to unilaterally assume Lessee's interest in the Lease in accordance with Paragraph 2.

4. Termination or Expiration.

- (a) Upon the expiration or termination of the Franchise Agreement, Pirtek has the right (but not the obligation) to unilaterally assume Lessee's interest in the Lease in accordance with Paragraph 2.
- (b) Upon the expiration or termination of the Lease, if Pirtek does not assume Lessee's interest in the Lease, Lessor agrees to cooperate and allow Pirtek to enter the Premises, without cost and without being guilty of trespass and without incurring any liability to Lessor, to remove all signs, awnings, and all other items identifying the Premises as a PIRTEK Business and to make such other modifications as are reasonably necessary to protect the marks and system, and to distinguish the Premises from PIRTEK Facilities. In the event Pirtek exercises its option to purchase assets of Lessee, Lessor agrees to permit Pirtek to remove all such assets being purchased by Pirtek.

5. Consideration; No Liability.

- (a) Lessor acknowledges that the provisions of this Addendum are required pursuant to the Franchise Agreement and that Lessee may not lease the Premises without this Addendum.
- (b) Lessor acknowledges that Lessee is not an agent or employee of Pirtek and Lessee has no authority or power to act for, or to create any liability on behalf of, or to in any way bind Pirtek or any affiliate of Pirtek and

that Lessor has entered into this Addendum with full understanding that it creates no duties, obligations or liabilities of or against Pirtek or any affiliate of Pirtek.

(c) Nothing contained in this Addendum makes Pirtek or its affiliates a party or guarantor to the Lease, and does not create any liability or obligation of Pirtek or its affiliates.

6. Modification. No amendment or variation of the terms of this Addendum is valid unless made in writing and signed by the parties and the parties have obtained Pirtek's written consent.

7. Reaffirmation of Lease. Except as amended or modified in this Addendum, all of the terms, conditions and covenants of the Lease remain in full force and effect.

8. Miscellaneous.

(a) Pirtek is a third party beneficiary of this Addendum.

(b) References to the Lease and to the Franchise Agreement include all amendments, addenda, extensions and renewals to the documents.

(c) References to Lessor, Lessee and Pirtek include the successors and assigns of each of the parties.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date written above.

LESSEE:

LESSOR:

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

APPENDIX D  
TO PIRTEK® FRANCHISE AGREEMENT

**COMPUTER SOFTWARE LICENSE AGREEMENT**

DATE: \_\_\_\_\_

PARTIES:

Pirtek USA LLC ( "Us" )  
501 Haverty Court  
Rockledge, Florida 32955

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
("You")

RECITALS:

A. You and we are parties to that certain Franchise Agreement dated \_\_\_\_\_, \_\_\_\_\_ (the "Franchise Agreement").

B. TrilogyIntuit Business Systems ("TrilogyIntuit") has developed a proprietary computer network system (the "EuniceEclipse Software System") that uses proprietary software known as "EuniceEclipse."

C. TrilogyIntuit has authorized us to provide EuniceEclipse and related third party software (the "Software") to our franchisees.

D. We are willing to grant you a limited license to such software by remote access in the operation of your business as authorized under the Franchise Agreement and this Computer Software License Agreement ("Agreement").

AGREEMENTS:

1. Limited License.

A. In consideration of One Dollar (\$1.00) and other good and valuable consideration and fees as described herein, we hereby grant you a limited license to use, through remote access, the Software described on Schedule A as the same may be modified, updated and supplemented from time to time for the purposes specified herein, which may include proprietary software for use in the mobile service fleet subject to all of the terms, conditions, covenants, obligations and restrictions herein.

B. This License also covers all substitutions and replacements for any portion of the Software and any other item hereafter delivered by us or TrilogyIntuit to you for use in connection with the Software.

C. You acknowledge that this license permits use of the Software described in Schedule A (as well as all substitutions, replacements, or additions relating thereto which we hereafter make available to you) only in the form in which they are delivered to you and does not entitle you to use or receive copies of any programs in other than machine readable form, or copies of any design specifications, logic diagrams, flow charts, source code listings, object code listings, or any other similar programming documentation.

2. License Restrictions. This Agreement authorizes you to use the Software subject to the following restrictions:

A. You may use the Software licensed hereunder only on the hardware approved by TrilogyIntuit and us as being compatible with its use.

B. You may use the Software only in the conduct of your PIRTEK hose service business, as authorized under the Franchise Agreement.

C. You may not duplicate or copy the Software in any manner (electronically or otherwise) or translate or transfer the same electronically into any other machine readable or printed form.

D. You may not, without our advance written consent, make or attempt to make any modification, correction or other change to the Software or any part thereof.

3. Third Party Software Products. You acknowledge that the Software includes: (i) the EuniceEclipse Software System, which is proprietary to TrilogyIntuit; (ii) InformixUnivers, which is the database system EuniceEclipse uses and (iii) Unix, which is the operating system needed to run EuniceEclipse. You are responsible to obtain at your expense the word processing, spreadsheet and Internet access software (including technical support) for use with your personal computer.

4. Software Maintenance and Support.

A. As of the date of this Agreement, we have agreed to provide maintenance and support for the Software on the terms and for the fees described in Schedule B (the "Maintenance and Support Services"). We may elect to modify the terms (including fees) and scope of the Maintenance and Support Services at any time.

B. You must pay any travel or other out of pocket expenses incurred after the date of this Agreement for the Maintenance and Support Services.

5. Proprietary Rights and Security of the Computer System.

A. The Software and all documentation, materials and information delivered to or learned by you from TrilogyIntuit or us in connection therewith are the sole and exclusive property of TrilogyIntuit or its suppliers. All copies of or modifications, improvements, corrections or changes made to the Software licensed hereunder (whether or not any of the foregoing are authorized) also are the sole and exclusive property of TrilogyIntuit or its suppliers.

B. You may not sell, transfer, dispose or otherwise encumber the Software or any part thereof, nor disclose or otherwise make available the Software and documentation to any person without our prior written consent.

C. You may not copy or duplicate the Software or documentation, except with our prior written consent.

D. You acknowledge that the arrangement described in this Agreement is a true license, and not a security interest, but nevertheless agree to execute and deliver to us for filing such forms of Uniform Commercial Code financing statements as we reasonably may request.

E. You must include TrilogyIntuit's copyright and other proprietary rights notices on all copies of the Software and related documentation.

F. You must, at your expense, protect and defend TrilogyIntuit's title to the Software and at all times keep the same free and clear from all liens, claims or encumbrances.

6. Your Covenants.

A. You must follow all instructions (including manufacturer's instructions) furnished by TrilogyIntuit or us with the Software.

B. You must promptly report any malfunction, errors, or interruptions in operation of the Software to us.

C. You must permit TrilogyIntuit, us or our respective designees to enter the premises where the Software is located, or to electronically access such Software from time to time at reasonable times to inspect the same and to provide (or arrange for others to provide) such updates, additions, replacements or substitutions as TrilogyIntuit or we in our sole discretion deem necessary or advisable.

D. You agree to pay when due and to indemnify and hold TrilogyIntuit and us harmless from and against all sales, use, personal property and other taxes of any kind relating to this License or the possession or use of the Software.

E. You must take such action as may be necessary (whether by instruction, agreement or otherwise) with respect to any persons permitted access to the Software so as to enable you to satisfy your obligations hereunder.

7. Warranties, Limitations of Warranties and Limitations of Liabilities and Remedies.

A. We warrant that, so long as you are not in default under this Agreement, you may enjoy quiet and peaceful remote access to the Software.

B. You acknowledge that:

(1) EXCEPT AS STATED ABOVE, TRIOLOGYINTUIT AND WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER PERTAINING TO THE SOFTWARE, INCLUDING THE DESIGN OR CONDITION THEREOF, ITS MERCHANTABILITY OR FITNESS, CAPACITY, OR DURABILITY FOR ANY PARTICULAR PURPOSE, OR THE QUALITY OF THE MATERIAL OR WORKMANSHIP THEREOF.

(2) TRIOLOGYINTUIT AND WE WILL NOT BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY LIABILITY, CLAIM, LOSS, DAMAGE OR

EXPENSE OF ANY KIND OR NATURE (WHETHER ARISING OUT OF WARRANTY OR OTHER CONTRACT, NEGLIGENCE, OR OTHER TORT, OR OTHERWISE) CAUSED DIRECTLY OR INDIRECTLY BY THE SOFTWARE OR ANY INADEQUACY THEREOF FOR ANY PURPOSE, OR ANY DEFICIENCY OR DEFECT THEREIN OR INTERRUPTION IN THE OPERATION THEREOF, OR THE USE OR MAINTENANCE THEREOF, OR ANY REPAIRS, SERVICE OR ADJUSTMENTS THERETO, OR ANY DELAY IN PROVIDING OR FAILURE TO PROVIDE ANY OF THE FOREGOING, OR ANY INTERRUPTION OR LOSS OF SERVICE OR USE THEREOF, OR ANY LOSS OF BUSINESS, OR ANY DAMAGE WHATSOEVER, INCLUDING ALL INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES RESULTING FROM ANY OF THE FOREGOING.

8. Default. You will be deemed to be in default hereunder if you fail to perform any of your obligations hereunder, violate any provision hereof, or fail to perform or breach any of your obligations under any other agreement with us (including the Franchise Agreement). You also will be deemed to be in default hereunder if you become insolvent, admit your inability to pay your debts as they become due, or if any voluntary or involuntary proceedings are instituted by or against you under any law related to bankruptcy, insolvency or receivership, or if you make any assignment for the benefit of creditors.

9. Termination of License. The license granted herein will terminate immediately under the following circumstances:

- A. Upon the giving of written notice by us to you following the occurrence of a default by you as described in Paragraph 8 herein;
- B. Upon the effective date of any termination of the Franchise Agreement; or
- C. Upon such other date as the parties mutually may stipulate in writing.

10. Duties and Obligations of You Upon Termination. Upon termination of the license granted herein pursuant to Paragraph 9 above, you immediately must cease use of the Software and upon demand must deliver to us possession of all copies of the Software, if any, together with all materials, documents, programs and updates in connection therewith and any and all other software programs that are modifications of or contain any part of the Software licensed hereunder (whether or not any of the foregoing were authorized by us). At our request, you must assemble all of the foregoing and make the same available to us at a place designated by us that is reasonably convenient to both parties. You must permit us without legal process to enter upon any premises where any of the foregoing materials are located to take possession of the same, and hereby release us from any claim of loss or damage to any property that is caused by us or our agents in the course of effecting such repossession.

11. Third Party Beneficiary. You agree that ~~Triology~~Intuit is a third party beneficiary of the rights of us under this Agreement.

12. Entire Agreement. This Agreement is the entire agreement between the parties with respect to the Software. We will not be deemed to have waived or agreed to any modification hereof, and no such purported modification or waiver will be binding against us, unless the same is set forth in a writing signed by an authorized officer of us.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Us:

\_\_\_\_\_

PIRTEK USA LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

You:

\_\_\_\_\_

(Print Name)

\_\_\_\_\_

(Your Signature)

Company Name: \_\_\_\_\_

By: \_\_\_\_\_

(Your Signature)

Its: \_\_\_\_\_

(Your Position)

## Schedule A

### Description of EunieeEclipse Software

~~We run EUNICE~~Pirtek USA uses Eclipse Distribution Software. ~~EUNICE~~ as the basis for the Pirtek Data System. Eclipse is a fully integrated software system designed especially for distributors. The data is held on ~~Informix~~Univers—a fully relational database-management tool. The operating system used is ~~SCO UNIX open server~~IBM AIX.

The main computer server is located at our corporate headquarters data facility in Florida. Each Franchisee's data is held on this server. You will access this data via ~~Frame Relay Technology~~ or Internet an internet connection/VPN.

Following is a brief description of the modules used in the day-to-day processing in a Franchise:

#### 1. **Order Processing**

- Record Sales Orders directly onto the system
- Produce Quotations
- Process Invoices and Credit Notes
- Allows for Cash Sales Dockets

#### 2. **Debtors—Accounts Receivables**

- Maintain Debtor and Customer records
- Cash Receipting
- Payment History Analysis
- Credit Management facility
- Inquiry on Debtors and Customers

#### 3. **Inventory**

- Maintain Product, Stock and Supplier records
- Record Stock adjustments, receipts and transfers
- Stocktake Facility
- Inquiry on Product levels and Stock status

#### 4. **Purchasing**

- Records Purchase Orders directly onto the system
- Cash commitment analysis reports
- Receiving documents automatically printed

#### 5. Payables/General Ledger

- Full featured accounting and reporting
- Check printing
- Maintain accounts payable and vendor records

**Schedule B**

**Maintenance and Support Services**  
**(including fees)**

<b><u>LICENSES (Paid to PIRTEK)</u></b>	<b><u>Per Month Charges</u></b>
<u>Software Licenses (PDS2, Informix, SCO Unix)</u>	<u>\$450 for 2-licenses</u> <u>(allowing you 3 log-ins)</u>
<u>Additional Users (up to three total)</u>	<u>\$100</u>

<b><u>INTERNET CONNECTION (Paid to 3<sup>rd</sup> Party)</u></b>	<b><u>Per Month Charges</u></b>
<u>(This is an approximation as this is subject to service offered in your designated area, and will be subject to installation fees and equipment leasing, which vary by vendor.)</u>	<u>\$90 - \$120</u>

~~(Exact Services and Fees to be determined  
by You and Us  
prior to execution of the Agreement)~~

<b><u>EQUIPMENT (Purchased by You)</u></b>	<b><u>Approximate Cost</u></b>
<u>Desktop PC w/Monitor (2 required)</u>	<u>\$800 each</u>
<u>Hewlett-Packard Laser Printer</u>	<u>\$300 - \$500</u>
<u>Printer Cable</u>	<u>\$16</u>

**Appendix to Schedule B**

**INDIVIDUAL PRICING FOR CONFIGURED EQUIPMENT**

APPENDIX E  
TO PIRTEK® FRANCHISE AGREEMENT

**DRAFT AUTHORIZATION FOR PREARRANGED PAYMENTS  
(DIRECT DEBITS)**

\_\_\_\_\_ (Name of Legal Entity)

\_\_\_\_\_ Name Account (if different)

\_\_\_\_\_ (Street Address) \_\_\_\_\_ (City, State, Zip Code)  
Federal Tax Identification Number: \_\_\_\_\_ Phone Number: (\_\_\_\_) \_\_\_\_\_

The undersigned depositor ("DEPOSITOR") hereby authorizes Pirtek USA ("COMPANY") to initiate debit entries and/or credit correction entries to the undersigned's checking and/or savings account(s) indicated below and the depository designated below ("DEPOSITORY") and to debit such account pursuant to COMPANY's instructions for any and all amounts due to COMPANY. The DEPOSITOR understands that all amounts debited from the account below will be credited to COMPANY's account.

_____ DEPOSITORY	_____ Branch	
_____ City	_____ State	_____ Zip Code
_____ Telephone Number of Bank	_____ Type of Account	
_____ Bank Transit/ABA Number	_____ Account Number	

This authority is to remain in full force and effect until DEPOSITORY has received joint written notification from COMPANY and DEPOSITOR of the DEPOSITOR's termination of such authority in such time and in such manner as to afford DEPOSITORY a reasonable opportunity to act on it. Notwithstanding the foregoing, DEPOSITORY shall provide COMPANY and DEPOSITOR with thirty (30) days' prior written notice of the termination of this authority. If an erroneous debit entry is initiated to DEPOSITOR's account, DEPOSITOR shall have the right to have the amount of such entry credited to such account by DEPOSITORY, if (a) within fifteen (15) calendar days following the date on which DEPOSITORY sent to DEPOSITOR a statement of account or a written notice pertaining to such entry or (b) forty-five (45) days after posting, whichever occurs first, DEPOSITOR shall have sent to DEPOSITORY a written notice identifying such entry, stating that such entry was in error and requesting DEPOSITORY to credit the amount thereof to such account. These rights are in addition to any rights DEPOSITOR may have under federal and state banking laws.

\_\_\_\_\_ DEPOSITOR  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

NOTE: Please attach a voided check to the completed copy of this form when returned.

APPENDIX F  
TO PIRTEK® FRANCHISE AGREEMENT  
ASSIGNMENT OF TELEPHONE NUMBERS

Date: \_\_\_\_\_

This assignment is effective as of the date of termination of the Franchise Agreement entered into between Pirtek USA LLC (“we” or “us”) and \_\_\_\_\_ (“you” or “franchisee”). You hereby irrevocably assign to us or our designee the telephone number or numbers and listings issued to you with respect to each and all of your PIRTEK hose service center businesses (“telephone numbers”). This assignment is for collateral purposes only and we have no liability or obligation of any kind whatsoever arising from this assignment, unless we desire to take possession and control over the telephone numbers. You also agree to notify the telephone companies of the termination or expiration of your right to use all telephone numbers and all classified and other directory listings.

We are hereby authorized and empowered upon termination of the Franchise Agreement and without any further notice to you to notify the telephone company, as well as any other company that publishes telephone directories (“telephone companies”), to transfer the telephone numbers to us or such other person or firm as is designated by us. In furtherance thereof, you hereby grant an irrevocable power of attorney to us and appoint us as your attorney-in-fact to take any necessary actions to assign the telephone numbers, including but not limited to, executing any forms that the telephone companies may require to effectuate the assignment. This assignment is also for the benefit of the telephone companies, and the telephone companies may accept this assignment and our instructions as conclusive evidence of our rights in the telephone numbers and our authority to direct the amendment, termination or transfer of the telephone numbers, as if they had originally been issued to us. In addition, you agree to hold the telephone companies harmless from any and all claims against them arising out of any actions or instructions by us regarding the telephone numbers.

Us:

PIRTEK USA LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_

You:

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Your Signature)

Company Name: \_\_\_\_\_

By: \_\_\_\_\_:  
(Your Signature)

Its: \_\_\_\_\_  
(Your Position)

Notary for Your Signature

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
Notary Public

APPENDIX G  
TO PIRTEK® FRANCHISE AGREEMENT

**ASSIGNMENT OF DOMAIN NAME AND E-MAIL ADDRESS**

Date: \_\_\_\_\_

This assignment is effective as of the date of termination of the Franchise Agreement entered into between Pirtek USA LLC (“we” or “us”) and \_\_\_\_\_ (“you” or “franchisee”). You hereby irrevocably assign to us or our designee the domain names and e-mail addresses issued to you with respect to each and all of your PIRTEK hose service center businesses. You agree to pay all amounts, whether due and payable or not, that any domain name registry (“Registry”) or internet service provider (“ISP”) may require in connection with such transfer. This assignment is for collateral purposes only and we have no liability or obligation of any kind whatsoever arising from this assignment, unless we desire to take possession and control over the domain names and e-mail addresses.

We are hereby authorized and empowered upon termination of the Franchise Agreement and without any further notice to you to notify the Registry and the ISP to transfer the domain names and e-mail addresses to us or such other person or firm as is designated by us. In furtherance thereof, you hereby grant an irrevocable power of attorney to us and appoints us as your attorney-in-fact to take any necessary actions to assign the domain names and e-mail addresses, including but not limited to, executing any forms that the Registry and the ISP may require to effectuate the assignment. This assignment is also for the benefit of the Registry and the ISP, and the Registry and the ISP may accept this assignment and our instructions as conclusive evidence of our rights in the domain names and e-mail addresses and our authority to direct the amendment, termination or transfer of the domain names and e-mail addresses, as if they had originally been issued to us. In addition, you agree to hold the Registry and the ISP harmless from any and all claims against them arising out of any actions or instructions by us regarding the domain names and e-mail addresses.

Us:

PIRTEK USA LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

You:

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Your Signature)

Company Name:

\_\_\_\_\_  
By: \_\_\_\_\_:

(Your Signature)

Its: \_\_\_\_\_

(Your Position)

Notary for Your Signature

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
Notary Public  
GP:1555896 v1

**ACKNOWLEDGMENT ADDENDUM TO  
PIRTEK® FRANCHISE AGREEMENT**

As you know, you and we are entering into a Franchise Agreement for the operation of a PIRTEK® franchise. The purpose of this Acknowledgment Addendum is to determine whether any statements or promises were made to you that we have not authorized or that may be untrue, inaccurate or misleading, and to be certain that you understand the limitations on claims that may be made by you by reason of the offer and sale of the franchise and operation of your business. Please review each of the following questions carefully and provide honest responses to each question.

**Acknowledgments and Representations\***

1. Did you receive a copy of our Offering Circular (and all exhibits and attachments) at least 10 business days prior to signing the Franchise Agreement? Check one:  Yes  No. If no, please comment: \_\_\_\_\_  
\_\_\_\_\_
  
- 1A. For Illinois residents or those wishing to locate their franchise in Illinois, did you receive a copy of our Offering Circular (and all exhibits and attachments) at least 14 calendar days prior to signing the Franchise Agreement? Check one:  Yes  No. If no, please comment: \_\_\_\_\_  
\_\_\_\_\_
  
2. Have you studied and reviewed carefully our Offering Circular and Franchise Agreement? Check one:  Yes  No. If no, please comment: \_\_\_\_\_  
\_\_\_\_\_
  
3. Did you receive a copy of the Franchise Agreement at least five business days prior to the date on which the Franchise Agreement was executed? Check one:  No  Yes. If no, please comment: \_\_\_\_\_  
\_\_\_\_\_
  
4. Did you understand all the information contained in both the Offering Circular and Franchise Agreement? Check one  Yes  No. If no, please comment: \_\_\_\_\_  
\_\_\_\_\_
  
5. Was any oral, written or visual claim or representation made to you which contradicted the disclosures in the Offering Circular? Check one:  No  Yes. If yes, please state in detail the oral, written or visual claim or representation: \_\_\_\_\_  
\_\_\_\_\_
  
6. Did any employee or other person speaking on behalf of Pirtek USA LLC make any oral, written or visual claim, statement, promise or representation to you that stated, suggested, predicted or projected sales, revenues, expenses, earnings, income or profit levels at any PIRTEK® location or business, or the likelihood of success at your franchised business? Check one:  No  Yes. If yes, please state in detail the oral, written or visual claim or representation: \_\_\_\_\_  
\_\_\_\_\_
  
7. Did any employee or other person speaking on behalf of Pirtek USA LLC make any statement or promise regarding the costs involved in operating a franchise that is not contained in the Offering Circular or that is contrary to, or different from, the information contained in the Offering Circular. Check one:  Yes  No. If yes, please comment: \_\_\_\_\_  
\_\_\_\_\_



8. Do you understand that that the franchise granted is for the right to operate a Business at the Franchised Location and for the Territory only and includes no exclusive area or protected territory outside the Territory (except for any Promotional Zone granted to you on a temporary basis), and that we and our affiliates have the right to issue franchises or operate competing businesses for or at locations, as we determine, near or adjacent to your authorized location? Check one:  Yes  No. If no, please comment: \_\_\_\_\_

9. Do you understand that the Franchise Agreement contains the entire agreement between you and us concerning the franchise for the Business, meaning that any prior oral or written statements not set out in the Franchise Agreement will not be binding? Check one:  Yes  No. If no, please comment: \_\_\_\_\_

10. Do you understand that the success or failure of your Business will depend in large part upon your skills and experience, your business acumen, your location, the local market for products under the PIRTEK® trademarks, interest rates, the economy, inflation, the number of employees you hire and their compensation, competition and other economic and business factors? Further, do you understand that the economic and business factors that exist at the time you open your Business may change? Check one  Yes  No. If no, please comment: \_\_\_\_\_

11. Do you understand that any Promotional Zone described in Appendix A is not a separate franchise in any way and you must relinquish the Promotional Zone (in whole or in part) without compensation on 30 days' notice from Pirtek USA LLC with or without cause?  Yes  No. If no, please comment: \_\_\_\_\_

12. Do you understand that you are bound by the non-compete covenants (both in-term and post-term) listed in Subparagraphs 10.C and 12.C and that an injunction is an appropriate remedy to protect the interests of the PIRTEK® system if you violate the covenant(s)? Further, do you understand that the term "you" for purposes of the non-compete covenants is defined broadly in subparagraphs 10.C and 12.C, such that any actions in violation of the covenants by those holding any interest in the franchisee entity may result in an injunction, default and termination of the Franchise Agreement?  Yes  No. If no, please comment: \_\_\_\_\_

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS ADDENDUM, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS. IF MORE SPACE IS NEEDED FOR ANY ANSWER, CONTINUE ON A SEPARATE SHEET AND ATTACH.

**NOTE: IF THE RECIPIENT IS A CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY OR OTHER ENTITY, EACH OF ITS PRINCIPAL OWNERS MUST EXECUTE THIS ACKNOWLEDGMENT.**

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED ON BEHALF OF  
PIRTEK USA LLC

Signed \_\_\_\_\_

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\*Such representations are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Illinois Franchise Disclosure Act or under the Maryland Franchise Registration and Disclosure Law.

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