

APPENDIX D
TO PIRTEK® FRANCHISE AGREEMENT

Addendum to Lease

This Lease Addendum (“Addendum”), dated _____, 20__, is entered into between _____ (“Lessor”), and _____ (“Lessee”).

RECITALS

- A. The parties have entered into a Lease Agreement, dated _____, 20__, (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
300 Gus Hipp Boulevard
Rockledge, FL 32955
Attention: Kim Gubera

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: _____