UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of report (Date of earliest event reported): March 30, 2021

DRIVEN BRANDS HOLDINGS INC.

(Exact name of registrant as specified in its charter)

Delaware	**001-39898**	**47-3595252**
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

440 South Church Street, Suite 700
Charlotte, North Carolina 28202
(Address of principal executive offices) (Zip Code)

(704) 377-8855
(Registrant's Telephone Number, Including Area Code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the Registrant under any of the following provisions (*see* General Instruction A.2. below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	**Trading Symbol**	**Name of each exchange on which registered**
Common Stock, $0.01 par value	DRVN	The Nasdaq Global Select Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Act of 1934 (§ 240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01. Entry into a Material Definitive Agreement.

Amendment No. 6 to the Amended and Restated Base Indenture

On March 30, 2021, Driven Brands Funding, LLC and Driven Brands Canada Funding Corporation (wholly-owned subsidiaries of Driven Brands Holdings Inc. (the "Company")) (together, the "Co-Issuers") entered into the Amendment No. 6 ("Amendment No. 6 to Base Indenture") to the Amended and Restated Base Indenture, dated as of April 24, 2018 (as amended by Amendment No. 1 to the Base Indenture, dated as of March 19, 2019, Amendment No. 2 to the Base Indenture, dated as of June 15, 2019, Amendment No. 3 to the Base Indenture, dated as of September 17, 2019, Amendment No. 4 to the Base Indenture, dated as of July 6, 2020 and Amendment No. 5 to the Base Indenture, dated as of December 14, 2020, is herein called the "Base Indenture"), among the Co-Issuers and Citibank, N.A., as trustee and securities intermediary.

Amendment No. 6 to Base Indenture amended the Base Indenture by (i) changing the calculation of the Driven Brands Leverage Ratio (as defined in the Base Indenture) such that any revolving facility indebtedness issued under the Base Indenture is measured based on the outstanding principal amount of such indebtedness at the relevant date of determination, except for purposes of testing whether amortization is required to be paid on pre-existing term indebtedness issued under the Base Indenture, and (ii) increasing the amount of equity contributions to the Co-Issuers permitted to be treated as Net Cash Flow (as defined in the Base Indenture) to (x) with respect to any fiscal quarter, the greater of 4% of Net Cash Flow over the immediately preceding four quarterly fiscal periods and $10 million, (y) with respect to any four quarterly fiscal periods, the greater of 8% of Net Cash Flow over the immediately preceding four quarterly fiscal periods and $20 million and (z) over the term of the Base Indenture, the greater of 16% of Net Cash Flow over the immediately preceding four quarterly fiscal periods and $40 million.

The foregoing description of Amendment No. 6 to Base Indenture is qualified in its entirety by reference to the full text of Amendment No. 6 to Base Indenture, which is incorporated herein by reference to Exhibit 4.1 to this Current Report on Form 8-K.

Amendment No. 3 to the Amended and Restated Management Agreement

On March 30, 2021, Driven Brands Funding, LLC, Driven Funding Holdco, LLC, certain subsidiaries of Driven Brands Funding, LLC party thereto, Take 5 LLC, Take 5 Oil Change, LLC, Driven Brands, Inc., as manager, and Citibank, N.A., as trustee, entered into the Amendment No. 3 ("Amendment No. 3 to U.S. Management Agreement") to the Amended and Restated Management Agreement, dated as of April 24, 2018 (as amended by the Amendment and Joinder to Management Agreement, dated as of October 4, 2019, and the Amendment and Joinder to the Amended and Restated Management Agreement, dated as of July 6, 2020, the "U.S. Management Agreement"), among Driven Brands Funding, LLC, Driven Funding Holdco, LLC, certain subsidiaries of Driven Brands Funding, LLC party thereto, Take 5 LLC, Take 5 Oil Change, LLC, certain Sub-managers party thereto, Driven Brands, Inc., as manager, and Citibank, N.A., as trustee.

Amendment No. 3 to U.S. Management Agreement amended the U.S. Management Agreement by (i) increasing to $50 million the aggregate outstanding principal amount of indebtedness for borrowed money that may be incurred by Non-Securitization Entities (as defined in the U.S. Management Agreement) without testing compliance with the Driven Brands Leverage Ratio and (ii) with respect to any such indebtedness subject to compliance with the Driven Brands Leverage Ratio, changing the calculation of the Driven Brands Leverage Ratio in conformance with Amendment No. 6 to Base Indenture such that any revolving facility indebtedness is measured based on the outstanding principal amount of such indebtedness at the relevant date of determination.

The foregoing description of Amendment No. 3 to U.S. Management Agreement is qualified in its entirety by reference to the full text of Amendment No. 3 to U.S. Management Agreement, which is incorporated herein by reference to Exhibit 10.1 to this Current Report on Form 8-K.

Amendment No. 1 to the Canadian Management Agreement

On March 30, 2021, Driven Brands Canada Funding Corporation, Driven Canada Funding HoldCo Corporation, certain subsidiaries of Driven Brands Canada Funding Corporation party thereto, Driven Brands Canada Shared Services Inc., as manager, and Citibank, N.A., as trustee, entered into the Amendment No. 1 ("Amendment No. 1 to Canadian Management Agreement") to the Canadian Management Agreement (the "Canadian Management Agreement"), dated as of July 6, 2020, among Driven Brands Canada Funding Corporation, Driven Canada Funding HoldCo Corporation, certain subsidiaries of Driven Brands Canada Funding Corporation party thereto, Driven Brands Canada Shared Services Inc., as manager, and Citibank, N.A., as trustee.

Amendment No. 1 to Canadian Management Agreement amended the Canadian Management Agreement by conforming the limitations on incurrence of indebtedness set forth in the Canadian Management Agreement to the same limitations on incurrence of indebtedness set forth in the U.S. Management Agreement, as amended by Amendment No. 3 to U.S. Management Agreement.

The foregoing description of Amendment No. 1 to Canadian Management Agreement is qualified in its entirety by reference to the full text of Amendment No. 1 to Canadian Management Agreement, which is incorporated herein by reference to Exhibit 10.2 to this Current Report on Form 8-K.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Exhibit Description
4.1	Amendment No. 6 to the Amended and Restated Base Indenture, dated as of March 30, 2021, among Driven Brands Funding, LLC, as issuer, Driven Brands Canada Funding Corporation, as Canadian co-issuer, and Citibank, N.A., as trustee.
10.1	Amendment No. 3 to the Amended and Restated Management Agreement and Consent to Amendment No. 1 to Canadian Management Agreement, dated as of March 30, 2021, among Driven Brands Funding, LLC, Driven Funding Holdco, LLC, certain subsidiaries of Driven Brands Funding, LLC party thereto, Take 5 LLC, Take 5 Oil Change, LLC, Driven Brands, Inc., as manager, and Citibank, N.A., as trustee.
10.2	Amendment No. 1 to Canadian Management Agreement, dated as of March 30, 2021, among Driven Brands Canada Funding Corporation, Driven Canada Funding HoldCo Corporation, certain subsidiaries of Driven Brands Canada Funding Corporation party thereto, Driven Brands Canada Shared Services Inc., as manager, and Citibank, N.A., as trustee.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

DRIVEN BRANDS HOLDINGS INC.

Date: March 30, 2021

By: /s/ Scott O'Melia
Name: Scott O'Melia
Title: Executive Vice President, General Counsel and Secretary

EXHIBIT 4.1

EXECUTION VERSION

AMENDMENT NO. 6 TO THE AMENDED AND RESTATED BASE INDENTURE

THIS AMENDMENT NO. 6 TO THE AMENDED AND RESTATED BASE INDENTURE, dated as of March 30, 2021 (this "Amendment"), is entered into by and among (i) DRIVEN BRANDS FUNDING, LLC, a Delaware limited liability company, as a co-issuer (the "Issuer"), (ii) DRIVEN BRANDS CANADA FUNDING CORPORATION, a Canadian corporation, as a co-issuer (the "Canadian Co-Issuer" and together with the Issuer, the "Co-Issuers"), and (iii) CITIBANK, N.A., a national banking association, not in its individual capacity, but solely in its capacity as the trustee under the Indenture referred to below (together with its successors and assigns in such capacity, the "Trustee"). Capitalized terms used and not defined herein shall have the meanings set forth or incorporated by reference in the Indenture.

RECITALS

WHEREAS, the Co-Issuers (including the Canadian Co-Issuer as of the Series 2020-1 Closing Date) and the Trustee have entered into the Amended and Restated Base Indenture, dated as of April 24, 2018, as amended by Amendment No. 1 to the Amended and Restated Base Indenture, dated as of March 19, 2019, Amendment No. 2 to the Amended and Restated Base Indenture, dated as of June 15, 2019, Amendment No. 3 to the Amended and Restated Base Indenture, dated as of September 17, 2019, Amendment No. 4 to the Amended and Restated Base Indenture, dated as of July 6, 2020, and Amendment No. 5 to the Amended and Restated Base Indenture, dated as of December 14, 2020 (as the same may be further amended, supplemented or otherwise modified from time to time prior to the date hereof and exclusive of the Series Supplements thereto, the "Base Indenture" and together with each Series Supplement entered into on or prior to the date hereof and any additional Series Supplements thereto entered into from time to time, the "Indenture").

WHEREAS, Section 13.2(a) of the Base Indenture provides, among other things, that the Co-Issuers and the Trustee, subject to implementation by the Control Party (acting with the consent and at the direction of the Controlling Class Representative) pursuant to Section 11.4(b) of the Base Indenture, may at any time, and from time to time, make certain amendments, waivers and other modifications to the Base Indenture, including the type of amendments set forth in Section 1 of this Amendment.

WHEREAS, the Co-Issuers desire to amend the Base Indenture in certain respects, as hereinafter set forth.

WHEREAS, pursuant to Section 11.4(b) of the Base Indenture and the consent and direction of the Controlling Class Representative set forth on the signature page hereto in respect of the amendments set forth in Section 1 of this Amendment, the Control Party has implemented such amendments, including via the execution and delivery by the Co-Issuers and the Trustee of this Amendment.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged by the parties hereto, the parties hereto agree as follows:

1. Amendments to the Base Indenture Pursuant to Section 13.2(a). The Co-Issuers and the Trustee agree, in accordance with the implementation by the Control Party (acting with the consent and at the direction of the Controlling Class Representative) pursuant to Section 11.4(b) of the Base Indenture, to amend the Base Indenture to delete the stricken text (indicated textually in the same manner as the following example: ~~stricken text~~) and add the bold and double-underlined text (indicated textually in the same manner as the following example: **bold and double-underlined text**) as follows pursuant to, and in accordance with, the terms and conditions of, Section 13.2(a) of the Base Indenture:

(a) The first sentence of Section 5.16 of the Base Indenture shall be amended as follows:

"During the period commencing on the Series 2015-1 Closing Date and ending on the Final Series Legal Final Maturity Date, the Co-Issuers may (but are not required to) designate Retained Collections Contributions to be included in Net Cash Flow, but not more than **(x) for all Retained Collections Contributions made in any Quarterly Fiscal Period, the greater of (A) 4% of Net Cash Flow over the immediately preceding four (4) Quarterly Fiscal Periods for which financial statements have been delivered as of the relevant date of determination and (B)** $~~2~~**10**,000,000 ~~in any Quarterly Fiscal Period or more than~~**, (y) for Retained Collections Contributions made during any period of four (4) consecutive Quarterly Fiscal Periods, the greater of (A) 8% of Net Cash Flow over the immediately preceding four (4) Quarterly Fiscal Periods for which financial statements have been delivered as of the relevant date of determination and (B)** $~~4~~**20**,000,000 ~~during any period of four (4) consecutive Quarterly Fiscal Periods~~ or ~~more than~~ **(z) for Retained Collections Contributions made from the Series 2015-1 Closing Date to the Final Series Legal Final Maturity Date, the greater of (A) 16% of Net Cash Flow over the immediately preceding four (4) Quarterly Fiscal Periods for which financial statements have been delivered as of the relevant date of determination and (B)** $~~1~~**4**0,000,000 ~~from the Series 2015-1 Closing Date to the Final Series Legal Final Maturity Date~~; **provided, that any Retained Collections Contributions made to the Co-Issuers following a Quarterly Fiscal Period, but on or before the related Quarterly Calculation Date, may, at the Co-Issuers' discretion as designated in the next Weekly Manager's Certificate or Quarterly Noteholders' Report, as applicable, be included in Net Cash Flow for such Quarterly Fiscal Period;** provided**, further**, that any Retained Collections Contributions shall be excluded from the amount of Net Cash Flow for purposes of calculating the New Series Pro Forma DSCR in connection with the issuance of any new Series."

(b) The definition of "Driven Brands Leverage Ratio" set forth in Annex A to the Base Indenture shall be amended as follows:

""Driven Brands Leverage Ratio" means, as of any date of determination, the ratio of (a) (i) Indebtedness of the Driven Brands Entities (provided that, **solely for purposes of calculating any Series Non-Amortization Test with respect to each Series of Notes issued on or prior to the Series 2020-1 Closing Date,** with respect to each Series of Class A-1 Notes Outstanding, the aggregate principal amount of each such Series of Class A-1 Notes will be deemed to be equal to the Class A-1 Notes Maximum Principal Amount for each such Series) as of the end of the most recently ended Quarterly Fiscal Period less (ii) the sum of (v) the cash and cash equivalents of the Driven Brands Entities credited to the Interest Reserve Accounts in respect of the Senior Notes and the Senior Subordinated Notes and the Cash Trap Reserve Accounts as of the end of the most recently ended Quarterly Fiscal Period, (w) the cash and cash equivalents of the Securitization Entities maintained in the Management Accounts that, pursuant to a Weekly Manager's Certificate delivered on or prior to such date, will be paid to the Managers or constitute the U.S. Residual Amount or Canadian Residual Amount on the next succeeding Weekly Allocation Date, (x) the available amount of each Interest Reserve Letter of Credit as of the end of the most recently ended Quarterly Fiscal Period, (y) the unrestricted cash and cash equivalents of the Non-Securitization Entities **and, to the extent consisting of the U.S. Residual Amount or Canadian Residual Amount, the Securitization Entities** as of the end of the most recently ended Quarterly Fiscal Period (in each case, excluding any unrestricted cash or cash equivalents contributed to the Driven Brands Entities solely with the intent of satisfying such condition in bad faith and immediately redistributed to the parent companies of the Driven Brands Entities) and (z) the cash and cash equivalents of the Securitization Entities maintained in any Pre-Funding Account and any Pre-Funding Reserve Account to (b) Run Rate Adjusted EBITDA of the Driven Brands Entities for the immediately preceding four (4) Quarterly Fiscal Periods most recently ended as of such date and for which financial statements are required to have been delivered. The Driven Brands Leverage Ratio shall be calculated in accordance with Section 14.17(a) of the Base Indenture."

2. Effectiveness. Subject to receipt by the Trustee of (i) an Opinion of Counsel pursuant to Section 13.3, Section 13.6 and Section 14.3 of the Base Indenture and (ii) an Officers' Certificate pursuant to Section 13.6 and Section 14.3 of the Base Indenture duly executed by the Co-Issuers, this Amendment shall become effective on the date hereof upon the execution and delivery of this Amendment by the Co-Issuers and the Trustee.

3. Effect of Amendment. Except as expressly amended and modified by this Amendment, all provisions of the Base Indenture shall remain in full force and effect and each reference to the Base Indenture and words of similar import in the Base Indenture, as amended hereby, shall be a reference to the Base Indenture as amended hereby and as the same may be

further amended, supplemented or otherwise modified and in effect from time to time. This Amendment shall not be deemed to expressly or impliedly waive, amend or supplement any provision of the Base Indenture, other than as set forth herein. This Amendment may not be amended, supplemented or otherwise modified, except in accordance with the terms of the Base Indenture. This Amendment constitutes a Supplement pursuant to Section 13.3 of the Base Indenture. This Amendment shall inure to the benefit of, and be binding on, the respective successors and assigns of the parties hereto, each Noteholder and each other Secured Party.

4. Governing Law. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

5. Counterparts. This Amendment may be executed by the parties hereto in several counterparts (including by facsimile, email, electronic signature or other electronic means of communication), each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute but one and the same agreement.

6. Matters relating to the Trustee. The Trustee makes no representations or warranties as to the correctness of the recitals contained herein, which shall be taken as statements of the Co-Issuers, or the validity or sufficiency of this Amendment and the Trustee shall not be accountable or responsible for, or with respect to, nor shall the Trustee have any responsibility for, any provisions thereof. In entering into this Amendment, the Trustee shall have all of the rights, powers, duties and obligations of the Trustee under the Base Indenture and any other Transaction Document to which the Trustee is party and, for the avoidance of doubt, shall be entitled to the benefit of every provision thereunder relating to the conduct of, or affecting the liability of, or affording protection to, the Trustee.

7. Representations and Warranties. Each party hereto represents and warrants to each other party hereto that this Amendment has been duly and validly executed and delivered by such party and constitutes its legal, valid and binding obligation, enforceable against such party in accordance with its terms.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their respective officers thereunto duly authorized as of the day and year first above written.

DRIVEN BRANDS FUNDING, LLC,
as Issuer

By: /s/ Scott O'Melia
Name: Scott O'Melia
Title: Executive Vice President and Secretary

DRIVEN BRANDS CANADA FUNDING CORPORATION,
as Canadian Co-Issuer

By: /s/ Scott O'Melia
Name: Scott O'Melia
Title: Executive Vice President and Secretary

CITIBANK, N.A.,
in its capacity as Trustee

By: /s/ Anthony Bausa
Name: Anthony Bausa
Title: Senior Trust Officer

In accordance with Section 2.4 of the Servicing Agreement, Midland Loan Services, a division of PNC Bank, National Association, in its capacity as Control Party with the consent and at the direction of the Controlling Class Representative (pursuant to Section 11.4(b) of the Base Indenture), hereby implements the amendments set forth in Section 1 of this Amendment, including via the execution and delivery by the Co-Issuers and the Trustee of this Amendment (but for the avoidance of doubt, will be deemed not to consent to any provision of this Amendment including any provision pursuant to the Base Indenture or any other Transaction Document) for any purpose under the Base Indenture or any other Transaction Document and will be deemed not to implement any provision of this Amendment (including any provision pursuant to the Base Indenture or any other Transaction Document) to which it is not required to do so for any purpose under the Base Indenture or any other Transaction Document).

MIDLAND LOAN SERVICES,
a division of PNC Bank, National Association,
as Control Party

By: /s/ David Bornheimer
Name: David Bornheimer
Title: Vice President

CONSENT AND DIRECTION OF CONTROLLING CLASS REPRESENTATIVE:

Athene Annuity and Life Company, in its capacity as Controlling Class Representative, hereby consents to and directs the Control Party (pursuant to Section 11.4(b) of the Base Indenture) to implement the amendments set forth in Section 1 of this Amendment, including via the execution and delivery by the Co-Issuers and the Trustee of this Amendment (but for the avoidance of doubt, will be deemed not to consent to any provision of this Amendment (including any provision pursuant to the Base Indenture or any other Transaction Document) for any other purpose under the Base Indenture or any other Transaction Document or to direct, with its consent, the Control Party to implement any provision of this Amendment (including any provision pursuant to the Base Indenture or any other Transaction Document) to which it is not required to do so for any purpose under the Base Indenture or any other Transaction Document).

ATHENE ANNUITY AND LIFE COMPANY,
as Controlling Class Representative

By: Apollo Insurance Solutions Group LP,
its investment adviser

By: Apollo Capital Management, L.P.,
its sub-adviser

By: Apollo Capital Management GP, LLC,
its General Partner

By: /s/ Joseph D. Glatt
Name: Joseph D. Glatt
Title: Vice President

EXHIBIT 10.1

EXECUTION VERSION

AMENDMENT NO. 3 TO THE AMENDED AND RESTATED MANAGEMENT AGREEMENT AND CONSENT TO AMENDMENT NO. 1 TO CANADIAN MANAGEMENT AGREEMENT

THIS AMENDMENT NO. 3 TO THE AMENDED AND RESTATED MANAGEMENT AGREEMENT AND CONSENT TO AMENDMENT NO. 1 TO CANADIAN MANAGEMENT AGREEMENT, dated as of March 30, 2021 (this "Amendment"), by and among Driven Brands Funding, LLC, a Delaware limited liability company (the "Issuer"), Driven Product Sourcing LLC, a Delaware limited liability company, Driven Systems LLC, a Delaware limited liability company, 1-800-Radiator Product Sourcing LLC, a Delaware limited liability company, 1-800-Radiator Franchisor SPV LLC, a Delaware limited liability company, Meineke Franchisor SPV LLC, a Delaware limited liability company, Maaco Franchisor SPV LLC, a Delaware limited liability company, Econo Lube Franchisor SPV LLC, a Delaware limited liability company, Drive N Style Franchisor SPV LLC, a Delaware limited liability company, Merlin Franchisor SPV LLC, a Delaware limited liability company, CARSTAR Franchisor SPV LLC, a Delaware limited liability company, Take 5 Franchisor SPV LLC, a Delaware limited liability company, Take 5 Properties SPV LLC, a Delaware limited liability company, Driven Funding Holdco, LLC, a Delaware limited liability company, ABRA Franchisor SPV LLC, a Delaware limited liability company, FUSA Franchisor SPV LLC, a Delaware limited liability company, and FUSA Properties SPV LLC, a Delaware limited liability company (collectively, each, a "Securitization Entity," and together the "Securitization Entities"); Take 5 LLC, a North Carolina limited liability company, Take 5 Oil Change, LLC, a Delaware limited liability company (and together with Take 5 LLC and the Securitization Entities, the "Service Recipients"); Driven Brands, Inc., a Delaware corporation, as manager (in such capacity, together with its successors and assigns, the "U.S. Manager"), and Citibank, N.A., as Trustee (in such capacity, together with its successors, the "Trustee"). All capitalized terms not defined herein shall have the meaning ascribed to them in the U.S. Management Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, the Issuer, Driven Brands Canada Funding Corporation, a Canadian corporation (the "Canadian Co-Issuer" and together with the Issuer, the "Co-Issuers"), the Trustee and Citibank, N.A. as Securities Intermediary have entered into an Amended and Restated Base Indenture dated as of April 24, 2018 (as amended by Amendment No. 1 thereto, entered into on March 19, 2019, Amendment No. 2 thereto, entered into on June 15, 2019, Amendment No. 3 thereto, entered into on September 17, 2019, Amendment No. 4 thereto, entered into on July 6, 2020, and Amendment No. 5 thereto, entered into on December 14, 2020, and as the same may be further amended, supplemented, or otherwise modified from time to time in accordance with the terms thereof, and together with the Series Supplements thereto and any amendments to such Series Supplements, the "Indenture"), pursuant to which Indenture the Co-Issuers have issued the Series 2018-1 Notes, the Series 2019-1 Notes, the Series 2019-2 Notes, the Series 2019-3 Notes, the Series 2020-1 Notes and the Series 2020-2 Notes, and may issue additional series of notes from time to time (collectively, the "Notes") on the terms described therein;

WHEREAS, in connection with the Indenture, the Issuer, the other Service Recipients party thereto from time to time, the U.S. Manager, the Sub-managers party thereto from time to time and the Trustee have entered into the Amended and Restated Management Agreement,

dated as of April 24, 2018 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "U.S. Management Agreement");

WHEREAS, Section 8.3(a) of the U.S. Management Agreement provides, among other things, for the amendment of the U.S. Management Agreement with the consent of the Service Recipients, the U.S. Manager and the Trustee (acting at the direction of the Control Party), and Section 8.7(d) of the Base Indenture provides, among other things, for the amendment of the U.S. Management Agreement to the extent permitted by the terms thereof;

WHEREAS, the Service Recipients and the U.S. Manager desire to amend Section 5.4 of the U.S. Management Agreement and the definition and calculation of "Driven Brands Specified Non-Securitization Debt Cap" set forth therein, as set forth in Section 1 below (the "U.S. Management Agreement Amendment");

WHEREAS, in connection with the Indenture, the Canadian Co-Issuer, the other Service Recipients (as defined in the Canadian Management Agreement (as defined below), the "Canadian Service Recipients") party thereto from time to time, Driven Brands Canada Shared Services Inc., a Canadian corporation, as manager (in such capacity, together with its successors and assigns, the "Canadian Manager"), the Sub-managers (as defined in the Canadian Management Agreement) party thereto from time to time and the Trustee have entered into the Canadian Management Agreement, dated as of July 6, 2020 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Canadian Management Agreement"), which includes in Section 5.4 thereof provisions substantially identical to the provisions of Section 5.4 of the U.S. Management Agreement that are subject to the U.S. Management Agreement Amendment;

WHEREAS, Section 8.3(a) of the Canadian Management Agreement provides, among other things, for the amendment of the Canadian Management Agreement with the consent of the Canadian Service Recipients, the Canadian Manager and the Trustee (acting at the direction of the Control Party), and Section 8.7(d) of the Base Indenture provides, among other things, for the amendment of the Canadian Management Agreement to the extent permitted by the terms thereof;

WHEREAS, the Canadian Service Recipients and the Canadian Manager desire to amend Section 5.4 of the Canadian Management Agreement and the definition and calculation of "Driven Brands Specified Non-Securitization Debt Cap" set forth therein in a manner substantially identical to the U.S. Management Agreement Amendment, as set forth in Exhibit A hereto (the "Conforming Canadian Management Agreement Amendment"); and

WHEREAS, the Control Party (acting at the direction of the Controlling Class Representative) has consented to this Amendment and the Conforming Canadian Management Agreement Amendment and has directed the Trustee to enter into this Amendment.

NOW, THEREFORE, IT IS AGREED:

1. Amendment. Section 5.4 of the U.S. Management Agreement is hereby amended to delete the stricken text (indicated textually in the same manner as the following

example: ~~stricken text~~) and to add the bold and double-underlined text (indicated textually in the same manner as the following example: **bold and double-underlined text**) as set forth as follows:

"Section 5.4 Specified Non-Securitization Debt Cap. Following the Series 2015-1 Closing Date, Driven Brands shall not and shall not permit the Non-Securitization Entities to incur any additional Indebtedness for borrowed money ("Specified Non-Securitization Debt") if, after giving effect to such incurrence (and any repayment of Specified Non-Securitization Debt on such date), such incurrence would cause the aggregate Outstanding Principal Amount of the Specified Non-Securitization Debt of the Non-Securitization Entities as of such date to exceed $~~3~~**5**0,000,000 (the "Driven Brands Specified Non-Securitization Debt Cap"); provided that the Driven Brands Specified Non-Securitization Debt Cap shall not be applicable to Specified Non-Securitization Debt (i) issued or incurred to refinance the Notes in whole, (ii) in excess of the Driven Brands Specified Non-Securitization Debt Cap if (a) the creditors (other than any creditor with respect to an aggregate amount of outstanding Indebtedness less than $50,000) under and with respect to such Indebtedness execute a non-disturbance agreement with the Trustee, as directed by the Manager and in a form reasonably satisfactory to the Servicer and the Trustee, that acknowledges the terms of the Securitization Transaction including the bankruptcy remote status of the Securitization Entities and their assets and (b) after giving pro forma effect to the incurrence of such Indebtedness (and any repayment of existing Indebtedness), the Driven Brands Leverage Ratio (as calculated without regard to any Indebtedness that is subject to the Driven Brands Specified Non-Securitization Debt Cap) is less than or equal to 7.00x ~~(assuming any variable funding or revolving facility is fully drawn)~~, (iii) that is considered Indebtedness due solely to a change in accounting rules that takes effect subsequent to the Series 2015-1 Closing Date but that was not considered Indebtedness prior to such date, (iv) in respect of any obligation of any Non-Securitization Entity to reimburse ~~the~~ **any Co-**Issuer for any draws under any one or more Letters of Credit, (v) in respect of intercompany notes among Non-Securitization Entities or (vi) with respect to any Letter of Credit that is 100% cash collateralized. A violation of the foregoing covenant will result in a Manager Termination Event and therefore a Rapid Amortization Event."

2. Effectiveness. This Amendment shall become effective when each of the signatories hereto has executed a counterpart hereof. Except as expressly set forth or contemplated in this Amendment, the terms and conditions of the U.S. Management Agreement shall remain in full force and effect and not be altered, amended or changed in any manner whatsoever, except by any further amendment to the U.S. Management Agreement made in accordance with the terms thereof, as amended by this Amendment.

3. Counterparts; Binding Effect. This Amendment may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Amendment in electronic form (including by telecopy, pdf, or e-signature) shall be effective as delivery of a manually executed counterpart of this Amendment.

4. Governing Law. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES

(OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).

5. Electronic Signatures and Transmission. For purposes of this Amendment, any reference to "written" or "in writing" means any form of written communication, including, without limitation, electronic signatures, and any such written communication may be transmitted by Electronic Transmission. "Electronic Transmission" means any form of communication not directly involving the physical transmission of paper, including the use of, or participation in, one or more electronic networks or databases (including one or more distributed electronic networks or databases), that creates a record that may be retained, retrieved and reviewed by a recipient thereof and that may be directly reproduced in paper form by such a recipient through an automated process. The Trustee is authorized to accept written instructions, directions, reports, notices or other communications delivered by Electronic Transmission and shall not have any duty or obligation to verify or confirm that the Person sending instructions, directions, reports, notices or other communications or information by Electronic Transmission is, in fact, a Person authorized to give such instructions, directions, reports, notices or other communications or information on behalf of the party purporting to send such Electronic Transmission, and the Trustee shall not have any liability for any losses, liabilities, costs or expenses incurred or sustained by any party as a result of such reliance upon or compliance with such instructions, directions, reports, notices or other communications or information to the Trustee, including, without limitation, the risk of the Trustee acting on unauthorized instructions, directions, notices, reports or other communications or information, and the risk of interception and misuse by third parties (except to the extent such action results from gross negligence, willful misconduct or fraud by the Trustee). Any requirement in this Amendment that is to be signed or authenticated by "manual signature" or similar language shall not be deemed to prohibit signature to be by facsimile or electronic signature and shall not be deemed to prohibit delivery thereof by Electronic Transmission. Notwithstanding anything to the contrary in this Amendment, any and all communications (both text and attachments) by or from the Trustee that the Trustee in its sole discretion deems to contain confidential, proprietary and/or sensitive information and sent by Electronic Transmission will be encrypted. The recipient of the Electronic Transmission will be required to complete a one-time registration process.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, each of the undersigned has caused this Amendment to be duly executed and delivered as of the date first above written.

DRIVEN BRANDS FUNDING, LLC, as Issuer

By: /s/ Scott O'Melia
Name: Scott O'Melia
Title: Executive Vice President and Secretary

DRIVEN FUNDING HOLDCO, LLC, as a Service Recipient

By: /s/ Scott O'Melia
Name: Scott O'Melia
Title: Executive Vice President and Secretary

DRIVEN PRODUCT SOURCING LLC, as a Service Recipient

By: /s/ Scott O'Melia
Name: Scott O'Melia
Title: Executive Vice President and Secretary

DRIVEN SYSTEMS LLC, as a Service Recipient

By: /s/ Scott O'Melia
Name: Scott O'Melia
Title: Executive Vice President and Secretary

1-800-RADIATOR PRODUCT SOURCING LLC, as a Service Recipient

By: /s/ Scott O'Melia
Name: Scott O'Melia
Title: Executive Vice President and Secretary

1-800-RADIATOR FRANCHISOR SPV LLC, as a Service Recipient

By: /s/ Scott O'Melia
Name: Scott O'Melia
Title: Executive Vice President and Secretary

MEINEKE FRANCHISOR SPV LLC, as a Service Recipient

By: /s/ Scott O'Melia
Name: Scott O'Melia
Title: Executive Vice President and Secretary

MAACO FRANCHISOR SPV LLC, as a Service Recipient

By: /s/ Scott O'Melia
Name: Scott O'Melia
Title: Executive Vice President and Secretary

ECONO LUBE FRANCHISOR SPV LLC, as a Service Recipient

By: /s/ Scott O'Melia
Name: Scott O'Melia
Title: Executive Vice President and Secretary

DRIVE N STYLE FRANCHISOR SPV LLC, as a Service Recipient

By: /s/ Scott O'Melia
Name: Scott O'Melia
Title: Executive Vice President and Secretary

MERLIN FRANCHISOR SPV LLC, as a Service Recipient

By: /s/ Scott O'Melia
Name: Scott O'Melia
Title: Executive Vice President and Secretary

CARSTAR FRANCHISOR SPV LLC, as a Service Recipient

By: /s/ Scott O'Melia
Name: Scott O'Melia
Title: Executive Vice President and Secretary

TAKE 5 FRANCHISOR SPV LLC, as a Service Recipient

By: /s/ Scott O'Melia
Name: Scott O'Melia
Title: Executive Vice President and Secretary

TAKE 5 PROPERTIES SPV LLC, as a Service Recipient

By: /s/ Scott O'Melia
Name: Scott O'Melia
Title: Executive Vice President and Secretary

TAKE 5 LLC, as a Service Recipient

By: /s/ Scott O'Melia
Name: Scott O'Melia
Title: Executive Vice President and Secretary

TAKE 5 OIL CHANGE, LLC, as a Service Recipient

By: /s/ Scott O'Melia
Name: Scott O'Melia
Title: Executive Vice President and Secretary

ABRA FRANCHISOR SPV LLC, as a Service Recipient

By: /s/ Scott O'Melia
Name: Scott O'Melia
Title: Executive Vice President and Secretary

FUSA FRANCHISOR SPV LLC, as a Service Recipient

By: /s/ Scott O'Melia
Name: Scott O'Melia
Title: Executive Vice President and Secretary

FUSA PROPERTIES SPV LLC, as a Service Recipient

By: /s/ Scott O'Melia
Name: Scott O'Melia
Title: Executive Vice President and Secretary

DRIVEN BRANDS, INC., as U.S. Manager

By: /s/ Scott O'Melia
Name: Scott O'Melia
Title: Executive Vice President and Secretary

CITIBANK, N.A., in its capacity as Trustee

By: /s/ Anthony Bausa
Name: Anthony Bausa
Title: Senior Trust Officer

DIRECTION OF CONTROL PARTY:

In accordance with Section 2.4 of the Servicing Agreement, Midland Loan Services, a division of PNC Bank, National Association, in its capacity as Control Party with the consent and at the direction of the Controlling Class Representative (pursuant to Section 11.4(b) of the Base Indenture), (i) hereby implements this Amendment and directs the Trustee to execute and deliver this Amendment and (ii) hereby implements the Conforming Canadian Management Agreement Amendment and directs the Trustee to execute and deliver the Conforming Canadian Management Agreement Amendment.

MIDLAND LOAN SERVICES,
a division of PNC Bank, National Association,
as Control Party

By: /s/ David Bornheimer
Name: David Bornheimer
Title: Vice President

CONSENT AND DIRECTION OF CONTROLLING CLASS REPRESENTATIVE:

Athene Annuity and Life Company, in its capacity as Controlling Class Representative, hereby consents to and directs the Control Party (pursuant to Section 11.4(b) of the Base Indenture) to implement (i) this Amendment, including via the execution and delivery by the parties hereto and (ii) the Conforming Canadian Management Agreement Amendment, including via the execution and delivery by the parties thereto.

ATHENE ANNUITY AND LIFE COMPANY,
as Controlling Class Representative

By: Apollo Insurance Solutions Group LP,
its investment adviser

By: Apollo Capital Management, L.P.,
its sub-adviser

By: Apollo Capital Management GP, LLC,
its General Partner

By: /s/ Joseph D. Glatt
Name: Joseph D. Glatt
Title: Vice President

Exhibit A

[Attached]

AMENDMENT NO. 1 TO CANADIAN MANAGEMENT AGREEMENT

THIS AMENDMENT NO. 1 TO CANADIAN MANAGEMENT AGREEMENT, dated as of March 30, 2021 (this "Amendment"), by and among: DRIVEN BRANDS CANADA FUNDING CORPORATION, a Canadian corporation (the "Canadian Co-Issuer"), CARSTAR CANADA SPV GP CORPORATION, a Canadian corporation ("Canadian CARSTAR GP"), CARSTAR CANADA SPV LP, an Ontario limited partnership ("Canadian CARSTAR"), MAACO CANADA SPV GP CORPORATION, a Canadian corporation ("Canadian Maaco Franchisor GP"), MAACO CANADA SPV LP, an Ontario limited partnership ("Canadian Maaco Franchisor"), MEINEKE CANADA SPV GP CORPORATION, a Canadian corporation ("Canadian Meineke Franchisor GP"), MEINEKE CANADA SPV LP, an Ontario limited partnership ("Canadian Meineke Franchisor"), TAKE 5 CANADA SPV GP CORPORATION, a Canadian corporation ("Canadian Take 5 GP"), TAKE 5 CANADA SPV LP, an Ontario limited partnership ("Canadian Take 5"), GO GLASS FRANCHISOR SPV GP CORPORATION, a Canadian corporation ("Go Glass Franchisor GP"), GO GLASS FRANCHISOR SPV LP, an Ontario limited partnership ("Go Glass Franchisor"), STAR AUTO GLASS FRANCHISOR SPV GP CORPORATION, a Canadian corporation ("Star Auto Glass Franchisor GP"), STAR AUTO GLASS FRANCHISOR SPV LP, an Ontario limited partnership ("Star Auto Glass Franchisor" and, together with Canadian CARSTAR GP, Canadian CARSTAR, Canadian Maaco Franchisor GP, Canadian Maaco Franchisor, Canadian Meineke Franchisor GP, Canadian Meineke Franchisor, Canadian Take 5 GP, Canadian Take 5, Go Glass Franchisor GP, Go Glass Franchisor and Star Auto Glass Franchisor GP, the "Canadian SPV Franchising Entities"), DRIVEN CANADA FUNDING HOLDCO CORPORATION, a Canadian corporation ("Canadian Funding Holdco"); DRIVEN CANADA PRODUCT SOURCING GP CORPORATION, a Canadian corporation ("Driven Canada Product Sourcing GP"), DRIVEN CANADA PRODUCT SOURCING LP, an Ontario limited partnership ("Driven Canada Product Sourcing"), DRIVEN CANADA CLAIMS MANAGEMENT GP CORPORATION, a Canadian corporation ("Driven Canada Claims Management GP"), and DRIVEN CANADA CLAIMS MANAGEMENT LP, an Ontario limited partnership ("Driven Canada Claims Management" and, together with Canadian Funding Holdco, Driven Canada Product Sourcing GP, Driven Canada Product Sourcing, Driven Canada Claims Management GP and the Canadian SPV Franchising Entities, the "Guarantors" and together with the Canadian Co-Issuer, the "Canadian Securitization Entities" or the "Service Recipients"); Driven Brands Canada Shared Services Inc., a Canadian corporation, as manager (in such capacity, together with its successors and assigns, the "Canadian Manager"), and Citibank, N.A., as Trustee (in such capacity, together with its successors, the "Trustee"). All capitalized terms not defined herein shall have the meaning ascribed to them in the Canadian Management Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, the Canadian Co-Issuer, Driven Brands Funding, LLC, a Delaware limited liability company (the "Issuer" and together with the Canadian Co-Issuer, the "Co-Issuers"), the Trustee and Citibank, N.A. as Securities Intermediary have entered into an Amended and Restated Base Indenture dated as of April 24, 2018 (as amended by Amendment No. 1 thereto, entered into on March 19, 2019, Amendment No. 2 thereto, entered into on June 15, 2019, Amendment No. 3 thereto, entered into on September 17, 2019, Amendment No. 4 thereto, entered into on July 6, 2020, and Amendment No. 5 thereto, entered into on December 14, 2020,

and as the same may be further amended, supplemented, or otherwise modified from time to time in accordance with the terms thereof, and together with the Series Supplements thereto and any amendments to such Series Supplements, the "Indenture"), pursuant to which Indenture the Co-Issuers have issued the Series 2018-1 Notes, the Series 2019-1 Notes, the Series 2019-2 Notes, the Series 2019-3 Notes, the Series 2020-1 Notes and the Series 2020-2 Notes, and may issue additional series of notes from time to time (collectively, the "Notes") on the terms described therein;

WHEREAS, in connection with the Indenture, the Canadian Co-Issuer, the other Service Recipients party thereto from time to time, the Canadian Manager, the Sub-managers party thereto from time to time and the Trustee have entered into the Canadian Management Agreement, dated as of July 6, 2020 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Canadian Management Agreement");

WHEREAS, Section 8.3(a) of the Canadian Management Agreement provides, among other things, for the amendment of the Canadian Management Agreement with the consent of the Service Recipients, the Canadian Manager and the Trustee (acting at the direction of the Control Party), and Section 8.7(d) of the Base Indenture provides, among other things, for the amendment of the Canadian Management Agreement to the extent permitted by the terms thereof;

WHEREAS, in connection with the Indenture, the Issuer, the other Service Recipients (as defined in the U.S. Management Agreement (as defined below)) party thereto from time to time, Driven Brands, Inc., a Delaware corporation, as manager (in such capacity, together with its successors and assigns, the "U.S. Manager"), the Sub-managers (as defined in the U.S. Management Agreement) party thereto from time to time and the Trustee have entered into the Amended and Restated Management Agreement, dated as of April 24, 2018 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "U.S. Management Agreement"), which includes in Section 5.4 thereof provisions substantially identical to the provisions of Section 5.4 of the Canadian Management Agreement and which provisions of the U.S. Management Agreement have been amended on the date hereof in accordance with the terms thereof and the Base Indenture, including the definition and calculation of "Driven Brands Specified Non-Securitization Debt Cap" set forth therein (the "U.S. Management Agreement Amendment");

WHEREAS, the Service Recipients and the Canadian Manager desire to amend Section 5.4 of the Canadian Management Agreement and the definition and calculation of "Driven Brands Specified Non-Securitization Debt Cap" set forth therein in a manner substantially identical to the U.S. Management Agreement Amendment, as set forth in Section 1 below (the "Canadian Management Agreement Amendment"); and

WHEREAS, in the U.S. Management Agreement Amendment, the Control Party (acting at the direction of the Controlling Class Representative) has consented to the Canadian Management Agreement Amendment and has directed the Trustee to enter into this Amendment.

NOW, THEREFORE, IT IS AGREED:

1. Amendment. Section 5.4 of the Canadian Management Agreement is hereby amended to delete the stricken text (indicated textually in the same manner as the following example: ~~stricken text~~) and to add the bold and double-underlined text (indicated textually in the same manner as the following example: **bold and double-underlined text**) as set forth as follows:

"Section 5.4 Specified Non-Securitization Debt Cap. Following the Series 2020-1 Closing Date, the Manager shall not and shall not permit the Non-Securitization Entities to incur any additional Indebtedness for borrowed money ("Specified Non-Securitization Debt") if, after giving effect to such incurrence (and any repayment of Specified Non-Securitization Debt on such date), such incurrence would cause the aggregate Outstanding Principal Amount of the Specified Non-Securitization Debt of the Non-Securitization Entities as of such date to exceed $~~3~~**5**0,000,000 (the "Driven Brands Specified Non-Securitization Debt Cap"); provided that the Driven Brands Specified Non-Securitization Debt Cap shall not be applicable to Specified Non-Securitization Debt (i) issued or incurred to refinance the Notes in whole, (ii) in excess of the Driven Brands Specified Non-Securitization Debt Cap if (a) the creditors (other than any creditor with respect to an aggregate amount of outstanding Indebtedness less than $50,000) under and with respect to such Indebtedness execute a non-disturbance agreement with the Trustee, as directed by the Manager and in a form reasonably satisfactory to the Servicer and the Trustee, that acknowledges the terms of the Securitization Transaction including the bankruptcy remote status of the Canadian Securitization Entities and their assets and (b) after giving pro forma effect to the incurrence of such Indebtedness (and any repayment of existing Indebtedness), the Driven Brands Leverage Ratio (as calculated without regard to any Indebtedness that is subject to the Driven Brands Specified Non-Securitization Debt Cap) is less than or equal to 7.00x ~~(assuming any variable funding or revolving facility is fully drawn)~~, (iii) that is considered Indebtedness due solely to a change in accounting rules that takes effect subsequent to the Series 2015-1 Closing Date but that was not considered Indebtedness prior to such date, (iv) in respect of any obligation of any Non-Securitization Entity to reimburse ~~the~~ **any Co-**Issuer for any draws under any one or more Letters of Credit, (v) in respect of intercompany notes among Non-Securitization Entities or (vi) with respect to any Letter of Credit that is 100% cash collateralized. A violation of the foregoing covenant will result in a Manager Termination Event and therefore a Rapid Amortization Event."

Effectiveness. This Amendment shall become effective when each of the signatories hereto has executed a counterpart hereof. Except as expressly set forth or contemplated in this Amendment, the terms and conditions of the Canadian Management Agreement shall remain in full force and effect and not be altered, amended or changed in any manner whatsoever, except by any further amendment to the Canadian Management Agreement made in accordance with the terms thereof, as amended by this Amendment.

Counterparts; Binding Effect. This Amendment may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Amendment in electronic form (including by telecopy, pdf, or e-signature) shall be effective as delivery of a manually executed counterpart of this Amendment.

Governing Law. THIS AMENDMENT SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAWS OF THE PROVINCE OF ONTARIO AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN.

Electronic Signatures and Transmission. For purposes of this Amendment, any reference to "written" or "in writing" means any form of written communication, including, without limitation, electronic signatures, and any such written communication may be transmitted by Electronic Transmission. "Electronic Transmission" means any form of communication not directly involving the physical transmission of paper, including the use of, or participation in, one or more electronic networks or databases (including one or more distributed electronic networks or databases), that creates a record that may be retained, retrieved and reviewed by a recipient thereof and that may be directly reproduced in paper form by such a recipient through an automated process. The Trustee is authorized to accept written instructions, directions, reports, notices or other communications delivered by Electronic Transmission and shall not have any duty or obligation to verify or confirm that the Person sending instructions, directions, reports, notices or other communications or information by Electronic Transmission is, in fact, a Person authorized to give such instructions, directions, reports, notices or other communications or information on behalf of the party purporting to send such Electronic Transmission, and the Trustee shall not have any liability for any losses, liabilities, costs or expenses incurred or sustained by any party as a result of such reliance upon or compliance with such instructions, directions, reports, notices or other communications or information to the Trustee, including, without limitation, the risk of the Trustee acting on unauthorized instructions, directions, notices, reports or other communications or information, and the risk of interception and misuse by third parties (except to the extent such action results from gross negligence, willful misconduct or fraud by the Trustee). Any requirement in this Amendment that is to be signed or authenticated by "manual signature" or similar language shall not be deemed to prohibit signature to be by facsimile or electronic signature and shall not be deemed to prohibit delivery thereof by Electronic Transmission. Notwithstanding anything to the contrary in this Amendment, any and all communications (both text and attachments) by or from the Trustee that the Trustee in its sole discretion deems to contain confidential, proprietary and/or sensitive information and sent by Electronic Transmission will be encrypted. The recipient of the Electronic Transmission will be required to complete a one-time registration process.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, each of the undersigned has caused this Amendment to be duly executed and delivered as of the date first above written.

DRIVEN BRANDS CANADA SHARED SERVICES INC.,
as Canadian Manager

By: /s/ Scott O'Melia
Name: Scott O'Melia
Title: Executive Vice-President and Secretary

DRIVEN BRANDS CANADA FUNDING CORPORATION,
as a Service Recipient

By: /s/ Scott O'Melia
Name: Scott O'Melia
Title: Executive Vice-President and Secretary

CARSTAR CANADA SPV LP by its general partner
CARSTAR CANADA SPV GP CORPORATION, as a
Service Recipient

By: /s/ Scott O'Melia
Name: Scott O'Melia
Title: Executive Vice-President and Secretary

CARSTAR CANADA SPV GP CORPORATION, as a
Service Recipient

By: /s/ Scott O'Melia
Name: Scott O'Melia
Title: Executive Vice-President and Secretary

MAACO CANADA SPV LP by its general partner MAACO CANADA SPV GP CORPORATION, as a Service Recipient

By: /s/ Scott O'Melia
Name: Scott O'Melia
Title: Executive Vice President and Secretary

MAACO CANADA SPV GP CORPORATION, as a Service Recipient

By: /s/ Scott O'Melia
Name: Scott O'Melia
Title: Executive Vice President and Secretary

MEINEKE CANADA SPV LP by its general partner, MEINEKE CANADA SPV GP CORPORATION, as a Service Recipient

By: /s/ Scott O'Melia
Name: Scott O'Melia
Title: Executive Vice President and Secretary

MEINEKE CANADA SPV GP CORPORATION, as a Service Recipient

By: /s/ Scott O'Melia
Name: Scott O'Melia
Title: Executive Vice President and Secretary

TAKE 5 CANADA SPV LP by its general partner TAKE 5 CANADA SPV GP CORPORATION, as a Service Recipient

By: /s/ Scott O'Melia
Name: Scott O'Melia
Title: Executive Vice President and Secretary

TAKE 5 CANADA SPV GP CORPORATION, as a Service Recipient

By: /s/ Scott O'Melia
Name: Scott O'Melia
Title: Executive Vice President and Secretary

GO GLASS FRANCHISOR SPV LP by its general partner GO GLASS FRANCHISOR SPV GP CORPORATION, as a Service Recipient

By: /s/ Scott O'Melia
Name: Scott O'Melia
Title: Executive Vice President and Secretary

GO GLASS FRANCHISOR SPV GP CORPORATION, as a Service Recipient

By: /s/ Scott O'Melia
Name: Scott O'Melia
Title: Executive Vice President and Secretary

STAR AUTO GLASS FRANCHISOR SPV LP by its general partner STAR AUTO GLASS FRANCHISOR SPV GP CORPORATION, as a Service Recipient

By: /s/ Scott O'Melia
Name: Scott O'Melia
Title: Executive Vice President and Secretary

STAR AUTO GLASS FRANCHISOR SPV GP CORPORATION, as a Service Recipient

By: /s/ Scott O'Melia
Name: Scott O'Melia
Title: Executive Vice President and Secretary

DRVEN CANADA PRODUCT SOURCING LP by its general partner DRIVEN CANADA PRODUCT SOURCING GP CORPORATION, as a Service Recipient

By: /s/ Scott O'Melia
Name: Scott O'Melia
Title: Executive Vice President and Secretary

DRIVEN CANADA PRODUCT SOURCING GP CORPORATION, as a Service Recipient

By: /s/ Scott O'Melia
Name: Scott O'Melia
Title: Executive Vice President and Secretary

DRIVEN CANADA CLAIMS MANAGEMENT LP by its general partner DRIVEN CANADA CLAIMS MANAGEMENT GP CORPORATION, as a Service Recipient

By: /s/ Scott O'Melia
Name: Scott O'Melia
Title: Executive Vice President and Secretary

DRIVEN CANADA CLAIMS MANAGEMENT GP CORPORATION, as a Service Recipient

By: /s/ Scott O'Melia
Name: Scott O'Melia
Title: Executive Vice President and Secretary

DRIVEN CANADA FUNDING HOLDCO CORPORATION, as a Service Recipient

By: /s/ Scott O'Melia
Name: Scott O'Melia
Title: Executive Vice President and Secretary

CITIBANK, N.A., in its capacity as Trustee

By: /s/ Anthony Bausa
Name: Anthony Bausa
Title: Senior Trust Officer

EXHIBIT 10.2

AMENDMENT NO. 1 TO CANADIAN MANAGEMENT AGREEMENT

THIS AMENDMENT NO. 1 TO CANADIAN MANAGEMENT AGREEMENT, dated as of March 30, 2021 (this "Amendment"), by and among: DRIVEN BRANDS CANADA FUNDING CORPORATION, a Canadian corporation (the "Canadian Co-Issuer"), CARSTAR CANADA SPV GP CORPORATION, a Canadian corporation ("Canadian CARSTAR GP"), CARSTAR CANADA SPV LP, an Ontario limited partnership ("Canadian CARSTAR"), MAACO CANADA SPV GP CORPORATION, a Canadian corporation ("Canadian Maaco Franchisor GP"), MAACO CANADA SPV LP, an Ontario limited partnership ("Canadian Maaco Franchisor"), MEINEKE CANADA SPV GP CORPORATION, a Canadian corporation ("Canadian Meineke Franchisor GP"), MEINEKE CANADA SPV LP, an Ontario limited partnership ("Canadian Meineke Franchisor"), TAKE 5 CANADA SPV GP CORPORATION, a Canadian corporation ("Canadian Take 5 GP"), TAKE 5 CANADA SPV LP, an Ontario limited partnership ("Canadian Take 5"), GO GLASS FRANCHISOR SPV GP CORPORATION, a Canadian corporation ("Go Glass Franchisor GP"), GO GLASS FRANCHISOR SPV LP, an Ontario limited partnership ("Go Glass Franchisor"), STAR AUTO GLASS FRANCHISOR SPV GP CORPORATION, a Canadian corporation ("Star Auto Glass Franchisor GP"), STAR AUTO GLASS FRANCHISOR SPV LP, an Ontario limited partnership ("Star Auto Glass Franchisor" and, together with Canadian CARSTAR GP, Canadian CARSTAR, Canadian Maaco Franchisor GP, Canadian Maaco Franchisor, Canadian Meineke Franchisor GP, Canadian Meineke Franchisor, Canadian Take 5 GP, Canadian Take 5, Go Glass Franchisor GP, Go Glass Franchisor and Star Auto Glass Franchisor GP, the "Canadian SPV Franchising Entities"), DRIVEN CANADA FUNDING HOLDCO CORPORATION, a Canadian corporation ("Canadian Funding Holdco"); DRIVEN CANADA PRODUCT SOURCING GP CORPORATION, a Canadian corporation ("Driven Canada Product Sourcing GP"), DRIVEN CANADA PRODUCT SOURCING LP, an Ontario limited partnership ("Driven Canada Product Sourcing"), DRIVEN CANADA CLAIMS MANAGEMENT GP CORPORATION, a Canadian corporation ("Driven Canada Claims Management GP"), and DRIVEN CANADA CLAIMS MANAGEMENT LP, an Ontario limited partnership ("Driven Canada Claims Management" and, together with Canadian Funding Holdco, Driven Canada Product Sourcing GP, Driven Canada Product Sourcing, Driven Canada Claims Management GP and the Canadian SPV Franchising Entities, the "Guarantors" and together with the Canadian Co-Issuer, the "Canadian Securitization Entities" or the "Service Recipients"); Driven Brands Canada Shared Services Inc., a Canadian corporation, as manager (in such capacity, together with its successors and assigns, the "Canadian Manager"), and Citibank, N.A., as Trustee (in such capacity, together with its successors, the "Trustee"). All capitalized terms not defined herein shall have the meaning ascribed to them in the Canadian Management Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, the Canadian Co-Issuer, Driven Brands Funding, LLC, a Delaware limited liability company (the "Issuer" and together with the Canadian Co-Issuer, the "Co-Issuers"), the Trustee and Citibank, N.A. as Securities Intermediary have entered into an Amended and Restated Base Indenture dated as of April 24, 2018 (as amended by Amendment No. 1 thereto, entered into on March 19, 2019, Amendment No. 2 thereto, entered into on June 15, 2019, Amendment No. 3 thereto, entered into on September 17, 2019, Amendment No. 4 thereto, entered into on July 6, 2020, and Amendment No. 5 thereto, entered into on December 14, 2020,

and as the same may be further amended, supplemented, or otherwise modified from time to time in accordance with the terms thereof, and together with the Series Supplements thereto and any amendments to such Series Supplements, the "Indenture"), pursuant to which Indenture the Co-Issuers have issued the Series 2018-1 Notes, the Series 2019-1 Notes, the Series 2019-2 Notes, the Series 2019-3 Notes, the Series 2020-1 Notes and the Series 2020-2 Notes, and may issue additional series of notes from time to time (collectively, the "Notes") on the terms described therein;

WHEREAS, in connection with the Indenture, the Canadian Co-Issuer, the other Service Recipients party thereto from time to time, the Canadian Manager, the Sub-managers party thereto from time to time and the Trustee have entered into the Canadian Management Agreement, dated as of July 6, 2020 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Canadian Management Agreement");

WHEREAS, Section 8.3(a) of the Canadian Management Agreement provides, among other things, for the amendment of the Canadian Management Agreement with the consent of the Service Recipients, the Canadian Manager and the Trustee (acting at the direction of the Control Party), and Section 8.7(d) of the Base Indenture provides, among other things, for the amendment of the Canadian Management Agreement to the extent permitted by the terms thereof;

WHEREAS, in connection with the Indenture, the Issuer, the other Service Recipients (as defined in the U.S. Management Agreement (as defined below)) party thereto from time to time, Driven Brands, Inc., a Delaware corporation, as manager (in such capacity, together with its successors and assigns, the "U.S. Manager"), the Sub-managers (as defined in the U.S. Management Agreement) party thereto from time to time and the Trustee have entered into the Amended and Restated Management Agreement, dated as of April 24, 2018 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "U.S. Management Agreement"), which includes in Section 5.4 thereof provisions substantially identical to the provisions of Section 5.4 of the Canadian Management Agreement and which provisions of the U.S. Management Agreement have been amended on the date hereof in accordance with the terms thereof and the Base Indenture, including the definition and calculation of "Driven Brands Specified Non-Securitization Debt Cap" set forth therein (the "U.S. Management Agreement Amendment");

WHEREAS, the Service Recipients and the Canadian Manager desire to amend Section 5.4 of the Canadian Management Agreement and the definition and calculation of "Driven Brands Specified Non-Securitization Debt Cap" set forth therein in a manner substantially identical to the U.S. Management Agreement Amendment, as set forth in Section 1 below (the "Canadian Management Agreement Amendment"); and

WHEREAS, in the U.S. Management Agreement Amendment, the Control Party (acting at the direction of the Controlling Class Representative) has consented to the Canadian Management Agreement Amendment and has directed the Trustee to enter into this Amendment.

NOW, THEREFORE, IT IS AGREED:

1. Amendment. Section 5.4 of the Canadian Management Agreement is hereby amended to delete the stricken text (indicated textually in the same manner as the following example: ~~stricken text~~) and to add the bold and double-underlined text (indicated textually in the same manner as the following example: **bold and double-underlined text**) as set forth as follows:

"Section 5.4 Specified Non-Securitization Debt Cap. Following the Series 2020-1 Closing Date, the Manager shall not and shall not permit the Non-Securitization Entities to incur any additional Indebtedness for borrowed money ("Specified Non-Securitization Debt") if, after giving effect to such incurrence (and any repayment of Specified Non-Securitization Debt on such date), such incurrence would cause the aggregate Outstanding Principal Amount of the Specified Non-Securitization Debt of the Non-Securitization Entities as of such date to exceed $~~3~~**5**0,000,000 (the "Driven Brands Specified Non-Securitization Debt Cap"); provided that the Driven Brands Specified Non-Securitization Debt Cap shall not be applicable to Specified Non-Securitization Debt (i) issued or incurred to refinance the Notes in whole, (ii) in excess of the Driven Brands Specified Non-Securitization Debt Cap if (a) the creditors (other than any creditor with respect to an aggregate amount of outstanding Indebtedness less than $50,000) under and with respect to such Indebtedness execute a non-disturbance agreement with the Trustee, as directed by the Manager and in a form reasonably satisfactory to the Servicer and the Trustee, that acknowledges the terms of the Securitization Transaction including the bankruptcy remote status of the Canadian Securitization Entities and their assets and (b) after giving pro forma effect to the incurrence of such Indebtedness (and any repayment of existing Indebtedness), the Driven Brands Leverage Ratio (as calculated without regard to any Indebtedness that is subject to the Driven Brands Specified Non-Securitization Debt Cap) is less than or equal to 7.00x ~~(assuming any variable funding or revolving facility is fully drawn)~~, (iii) that is considered Indebtedness due solely to a change in accounting rules that takes effect subsequent to the Series 2015-1 Closing Date but that was not considered Indebtedness prior to such date, (iv) in respect of any obligation of any Non-Securitization Entity to reimburse ~~the~~ **any Co-**Issuer for any draws under any one or more Letters of Credit, (v) in respect of intercompany notes among Non-Securitization Entities or (vi) with respect to any Letter of Credit that is 100% cash collateralized. A violation of the foregoing covenant will result in a Manager Termination Event and therefore a Rapid Amortization Event."

2. Effectiveness. This Amendment shall become effective when each of the signatories hereto has executed a counterpart hereof. Except as expressly set forth or contemplated in this Amendment, the terms and conditions of the Canadian Management Agreement shall remain in full force and effect and not be altered, amended or changed in any manner whatsoever, except by any further amendment to the Canadian Management Agreement made in accordance with the terms thereof, as amended by this Amendment.

3. Counterparts; Binding Effect. This Amendment may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Amendment in electronic form (including by telecopy, pdf, or e-signature) shall be effective as delivery of a manually executed counterpart of this Amendment.

4. Governing Law. THIS AMENDMENT SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAWS OF THE PROVINCE OF ONTARIO AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN.

5. Electronic Signatures and Transmission. For purposes of this Amendment, any reference to "written" or "in writing" means any form of written communication, including, without limitation, electronic signatures, and any such written communication may be transmitted by Electronic Transmission. "Electronic Transmission" means any form of communication not directly involving the physical transmission of paper, including the use of, or participation in, one or more electronic networks or databases (including one or more distributed electronic networks or databases), that creates a record that may be retained, retrieved and reviewed by a recipient thereof and that may be directly reproduced in paper form by such a recipient through an automated process. The Trustee is authorized to accept written instructions, directions, reports, notices or other communications delivered by Electronic Transmission and shall not have any duty or obligation to verify or confirm that the Person sending instructions, directions, reports, notices or other communications or information by Electronic Transmission is, in fact, a Person authorized to give such instructions, directions, reports, notices or other communications or information on behalf of the party purporting to send such Electronic Transmission, and the Trustee shall not have any liability for any losses, liabilities, costs or expenses incurred or sustained by any party as a result of such reliance upon or compliance with such instructions, directions, reports, notices or other communications or information to the Trustee, including, without limitation, the risk of the Trustee acting on unauthorized instructions, directions, notices, reports or other communications or information, and the risk of interception and misuse by third parties (except to the extent such action results from gross negligence, willful misconduct or fraud by the Trustee). Any requirement in this Amendment that is to be signed or authenticated by "manual signature" or similar language shall not be deemed to prohibit signature to be by facsimile or electronic signature and shall not be deemed to prohibit delivery thereof by Electronic Transmission. Notwithstanding anything to the contrary in this Amendment, any and all communications (both text and attachments) by or from the Trustee that the Trustee in its sole discretion deems to contain confidential, proprietary and/or sensitive information and sent by Electronic Transmission will be encrypted. The recipient of the Electronic Transmission will be required to complete a one-time registration process.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, each of the undersigned has caused this Amendment to be duly executed and delivered as of the date first above written.

DRIVEN BRANDS CANADA SHARED SERVICES INC.,
as Canadian Manager

By: /s/ Scott O'Melia
Name: Scott O'Melia
Title: Executive Vice-President and Secretary

DRIVEN BRANDS CANADA FUNDING CORPORATION,
as a Service Recipient

By: /s/ Scott O'Melia
Name: Scott O'Melia
Title: Executive Vice-President and Secretary

CARSTAR CANADA SPV LP by its general partner
CARSTAR CANADA SPV GP CORPORATION, as a
Service Recipient

By: /s/ Scott O'Melia
Name: Scott O'Melia
Title: Executive Vice-President and Secretary

CARSTAR CANADA SPV GP CORPORATION, as a
Service Recipient

By: /s/ Scott O'Melia
Name: Scott O'Melia
Title: Executive Vice-President and Secretary

MAACO CANADA SPV LP by its general partner MAACO CANADA SPV GP CORPORATION, as a Service Recipient

By: /s/ Scott O'Melia
Name: Scott O'Melia
Title: Executive Vice President and Secretary

MAACO CANADA SPV GP CORPORATION, as a Service Recipient

By: /s/ Scott O'Melia
Name: Scott O'Melia
Title: Executive Vice President and Secretary

MEINEKE CANADA SPV LP by its general partner, MEINEKE CANADA SPV GP CORPORATION, as a Service Recipient

By: /s/ Scott O'Melia
Name: Scott O'Melia
Title: Executive Vice President and Secretary

MEINEKE CANADA SPV GP CORPORATION, as a Service Recipient

By: /s/ Scott O'Melia
Name: Scott O'Melia
Title: Executive Vice President and Secretary

TAKE 5 CANADA SPV LP by its general partner TAKE 5 CANADA SPV GP CORPORATION, as a Service Recipient

By: /s/ Scott O'Melia
Name: Scott O'Melia
Title: Executive Vice President and Secretary

TAKE 5 CANADA SPV GP CORPORATION, as a Service Recipient

By: /s/ Scott O'Melia
Name: Scott O'Melia
Title: Executive Vice President and Secretary

GO GLASS FRANCHISOR SPV LP by its general partner GO GLASS FRANCHISOR SPV GP CORPORATION, as a Service Recipient

By: /s/ Scott O'Melia
Name: Scott O'Melia
Title: Executive Vice President and Secretary

GO GLASS FRANCHISOR SPV GP CORPORATION, as a Service Recipient

By: /s/ Scott O'Melia
Name: Scott O'Melia
Title: Executive Vice President and Secretary

STAR AUTO GLASS FRANCHISOR SPV LP by its general partner STAR AUTO GLASS FRANCHISOR SPV GP CORPORATION, as a Service Recipient

By: /s/ Scott O'Melia
Name: Scott O'Melia
Title: Executive Vice President and Secretary

STAR AUTO GLASS FRANCHISOR SPV GP CORPORATION, as a Service Recipient

By: /s/ Scott O'Melia
Name: Scott O'Melia
Title: Executive Vice President and Secretary

DRVEN CANADA PRODUCT SOURCING LP by its general partner DRIVEN CANADA PRODUCT SOURCING GP CORPORATION, as a Service Recipient

By: /s/ Scott O'Melia
Name: Scott O'Melia
Title: Executive Vice President and Secretary

DRIVEN CANADA PRODUCT SOURCING GP CORPORATION, as a Service Recipient

By: /s/ Scott O'Melia
Name: Scott O'Melia
Title: Executive Vice President and Secretary

DRIVEN CANADA CLAIMS MANAGEMENT LP by its general partner DRIVEN CANADA CLAIMS MANAGEMENT GP CORPORATION, as a Service Recipient

By: /s/ Scott O'Melia
Name: Scott O'Melia
Title: Executive Vice President and Secretary

DRIVEN CANADA CLAIMS MANAGEMENT GP CORPORATION, as a Service Recipient

By: /s/ Scott O'Melia
Name: Scott O'Melia
Title: Executive Vice President and Secretary

DRIVEN CANADA FUNDING HOLDCO CORPORATION, as a Service Recipient

By: /s/ Scott O'Melia
Name: Scott O'Melia
Title: Executive Vice President and Secretary

CITIBANK, N.A., in its capacity as Trustee

By: /s/ Anthony Bausa
Name: Anthony Bausa
Title: Senior Trust Officer