

FRANCHISE DISCLOSURE DOCUMENT

2017 APR 21 AM 9:32

Auto Driveaway Franchise Systems, LLC  
(A Michigan Limited Liability Company)  
1 East 22<sup>nd</sup> Street  
Suite 107  
Lombard, Illinois 60148  
(312) 341-1900  
[www.autodriveaway.com](http://www.autodriveaway.com)  
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As a franchisee, you will operate a business specializing in secondary movement of automobiles, vans, trucks, and other vehicles for individuals and corporations

The total investment necessary to begin operation of an Auto Driveaway franchise is between \$87,075 and \$172,400. This includes \$25,000 that must be paid to us or an affiliate.

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

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

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

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

Issued April 18, 2016-19, 2017.

## STATE COVER PAGE

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

Call the state franchise administrator listed in Exhibit A for information about the franchisor, or about franchising in your state.

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

Please consider the following RISK FACTORS before you buy this franchise.

- 1 THE FRANCHISE AGREEMENT REQUIRES ARBITRATION ONLY IN ILLINOIS. OUT OF STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO ARBITRATE WITH US IN ILLINOIS THAN IN YOUR HOME STATE.
- 2 THE FRANCHISE AGREEMENT STATES THAT ILLINOIS LAW GOVERNS THE AGREEMENT AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS. SOME STATE FRANCHISE LAWS PROVIDE THAT CHOICE OF LAW PROVISIONS ARE VOID OR SUPERSEDED. YOU MAY WANT TO INVESTIGATE WHETHER YOU ARE PROTECTED BY A STATE FRANCHISE LAW. YOU SHOULD REVIEW ANY ADDENDA OR RIDERS ATTACHED TO THIS DISCLOSURE DOCUMENT FOR DISCLOSURES REGARDING STATE FRANCHISE LAWS.
- 3 THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

Issuance Date April 18, ~~2016~~19, 2017

## STATE EFFECTIVE DATES

The following states require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin

This Franchise Disclosure Document is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates

|            |                                              |
|------------|----------------------------------------------|
| California | <del>May 05, 2015</del> <u>June 16, 2016</u> |
| Florida    | <del>June 20, 2015</del> <u>2016</u>         |
| Illinois   | <del>April 29, 2015</del>                    |
| Indiana    | <del>June 23, 2015</del>                     |
| Michigan   | <del>June 22, 2015</del> <u>2016</u>         |
| Minnesota  | <del>April 23, 26, 2015</del> <u>2016</u>    |
| Utah       | <del>June 02, 2015</del> <u>May 17, 2016</u> |
| Virginia   | <del>May 03, 2015</del> <u>2016</u>          |
| Washington | <del>May 03, 2015</del> <u>2016</u>          |
| Wisconsin  | <del>Pending</del> <u>April 25, 2016</u>     |

In all the other states, the effective date of this Franchise Disclosure Document is the issuance date of April 18, ~~2016~~19, 2017

## TABLE OF CONTENTS

|                                                                                        | <u>PAGE</u>             |
|----------------------------------------------------------------------------------------|-------------------------|
| ITEM 1 THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES                     | 1                       |
| ITEM 2 BUSINESS EXPERIENCE                                                             | 2                       |
| ITEM 3 LITIGATION                                                                      | 4                       |
| ITEM 4 BANKRUPTCY                                                                      | <del>65</del>           |
| ITEM 5 INITIAL FEES                                                                    | <del>65</del>           |
| ITEM 6 OTHER FEES                                                                      | <del>76</del>           |
| ITEM 7 ESTIMATED INITIAL INVESTMENT                                                    | <del>11</del> <u>10</u> |
| ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES                                | <del>16</del> <u>14</u> |
| ITEM 9 FRANCHISEE'S OBLIGATIONS                                                        | <del>17</del> <u>16</u> |
| ITEM 10 FINANCING                                                                      | <del>19</del> <u>17</u> |
| ITEM 11 FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND<br>TRAINING        | <del>19</del> <u>17</u> |
| ITEM 12 TERRITORY                                                                      | <del>23</del> <u>22</u> |
| ITEM 13 TRADEMARKS                                                                     | <del>24</del> <u>23</u> |
| ITEM 14 PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION                               | <del>27</del> <u>26</u> |
| ITEM 15 OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE<br>BUSINESS | <del>28</del> <u>27</u> |
| ITEM 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL                                   | <del>28</del> <u>27</u> |
| ITEM 17 RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION                         | 28                      |
| ITEM 18 PUBLIC FIGURES                                                                 | <del>33</del> <u>32</u> |
| ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS                                          | <del>33</del> <u>32</u> |
| ITEM 20 OUTLETS AND FRANCHISEE INFORMATION                                             | <del>34</del> <u>33</u> |
| ITEM 21 FINANCIAL STATEMENTS                                                           | 50                      |
| ITEM 22 CONTRACTS                                                                      | 50                      |
| ITEM 23 RECEIPTS                                                                       | 50                      |

### EXHIBITS

EXHIBIT A – STATE ADMINISTRATORS  
EXHIBIT B – AGENTS FOR SERVICE OF PROCESS  
EXHIBIT C – TABLE OF CONTENTS TO CONFIDENTIAL OPERATIONS MANUAL  
EXHIBIT D – FRANCHISE AGREEMENT  
EXHIBIT E – AUDITED FINANCIAL STATEMENTS  
EXHIBIT F – LIST OF OFFICES  
EXHIBIT G – LIST OF TERMINATED OFFICES  
EXHIBIT H – STATE ADDENDA

also served as a Manager and the Treasurer of AD Acquisition and held those positions beginning in December 2004

#### MANAGER DOUG MILLER

Doug Miller has been an Auto Driveaway licensee since November of 2004. He is the owner of the Atlanta location, and he currently serves on the Board of Managers of AD Systems, our parent. He previously served as on the Board of Managers of AD Acquisition from January 2013 to January 2015.

#### MANAGER MICHAEL ROSSI

Michael Rossi has been an Auto Driveaway licensee since June 1996. Mr. Rossi has been a Manager of Auto Driveaway Franchise in Lombard, Illinois, since its inception in October 2007. Currently, he serves on the board of managers of AD Systems, our parent. He also served as a Manager of AD Acquisition since December 2004 and Chairman since 2008.

### ITEM 3 LITIGATION

#### PENDING ACTIONS

Francisco Diaz v. Merchants Automotive Group, Inc., Auto Driveaway Franchise Systems, LLC and Lynn Talbert, (Supreme Court of the State of New York County of Kings, No. 4882/2015). On April 14, 2015 Francisco Diaz filed suit against Merchants Automotive Group, Inc. ("Merchants"), Auto Driveaway Franchise Systems, LLC ("ADFS"), and Lynn Talbert alleging that Mr. Talbert had negligently struck Mr. Diaz with the door to his truck of the motor vehicle which he Mr. Talbert was operating in his the scope of his employment for Merchants Automotive Group, Inc., a franchisee of Auto Driveaway Franchise Systems, LLC. This case is in the pleadings stage and ADFS. Plaintiff is seeking damages for his injuries.

Keith Buffkins v. Westerfield Auto Driveaway Inc., Auto Driveaway Inc., and General Casualty Co. of Wisc. (Nebraska Workers' Compensation Court, Doc. 214 No. 514). On May 20, 2015 Keith Buffkins filed a workers compensation action against Westerfield Auto Driveaway Inc., Auto Driveaway Inc., and General Casualty Company of Wisconsin alleging that he was an employee of Westerfield Auto Driveaway Inc., at the time of an injury he sustained while driving his truck and therefore is owed workers' compensation benefits. The case was tried on April 4, 2016 and the parties are awaiting a decision.

On June 29, 2016, Plaintiff filed an Amended Complaint against Inventiv Commercial Services, LLC ("Inventiv"), ADFS, Kenville Inn, Inc. ("Kenville"), and Talbert. Plaintiff alleges that he was injured when Mr. Talbert opened the door of the motor vehicle he was operating into traffic. Plaintiff alleges that Talbert was employed by ADFS and Inventiv, and that Inventiv retained both ADFS and Kenville to transport the vehicle. Plaintiff alleges that ADFS is a bailee of the vehicle. Plaintiff alleges that Kenville is an ADFS franchisee. Plaintiff seeks damages in excess of the jurisdictional limits.

On January 10, 2017, ADFS filed a Verified Answer to Amended Complaint. ADFS denied the substantive allegations.

On February 22, 2017, Plaintiff filed a Note of Issue demanding trial by jury. The Note of Issue claims that the case is ready for trial.

Keith Buffkins v. Auto Driveaway Franchise Systems, LLC, Westerfield Auto Driveway,

Inc. d/b/a Auto Driveaway Omaha, Barrett Masonry Contracting, Inc. d/b/a Barrett Contracting, and Ken S. Vikse LLC, (District Court of Douglas County, Nebraska, CI155447) On June 19, 2015 Keith Buffkins filed suit against Auto Driveaway Franchise Systems, LLC, Westerfield Auto Driveway, Inc. d/b/a Auto Driveaway Omaha, Barrett Masonry Contracting, Inc. d/b/a Barrett Contracting, and Ken S. Vikse LLC, alleging negligence on behalf of the defendants which caused his injuries sustained when the truck he was driving crashed. This case is currently in the discovery stage. Defendant Viske's first Motion to Dismiss was granted. Plaintiff filed an Amended Complaint. On December 16, 2016, the Court dismissed the case for failure to prosecute and gave Plaintiff until December 31, 2016 to move to reinstate the case. On January 12, 2017, Plaintiff filed a Motion to Reinstate, the Court accepted the Motion and set the matter for hearing on February 28, 2017. Following the hearing, the matter was reinstated and the court has set trial for November 6, 2017.

**The following pending actions involve AD Acquisition not Auto Driveaway.**

AD Acquisition, LLC v. Peter L. Lyon and Diane M. Lyon, (Circuit Court of Cook County, Illinois, No. 07 CH 00703) On January 9, 2007 AD Acquisition filed suit against Peter Lyon and Diane Lyon, former AD Acquisition members and licensees, to prohibit them from holding themselves out as Auto Driveaway licensees, to enforce the non-compete agreement in their Agency Agreement, and seeking an award of contract damages for their failure to properly report vehicle transfers and pay tariffs owed to AD Acquisition. The court entered an order prohibiting the Lyons from holding themselves out as Auto Driveaway licensees and using the Auto Driveaway name, trademark, or logo. The court found the defendants violated the temporary restraining order and ordered them to pay fines and attorneys' fees and to produce documents relating to vehicle transfers and a copy of their work computer. The defendants refused to produce their work computer, and on September 20, 2007, the court awarded AD Acquisition \$80,000 for attorneys' fees. On November 1, 2007, the court entered a default judgment in AD Acquisition's favor. On November 14, 2007, the court awarded AD Acquisition approximately \$520,000 in compensatory damages, approximately \$335,000 in punitive damages and approximately \$181,000 for attorney fees. The total judgment amount against the Lyons is approximately \$1,044,200.

On March 3, 2009, the Lyons filed a Voluntary Petition for Relief pursuant to Chapter 7 of the Bankruptcy Code. AD Acquisition continued to seek collection of the amounts owed to it, and on December 27, 2010 the U.S. Bankruptcy Court for the Middle District of Florida (the "Florida Bankruptcy Court") granted AD Acquisition's motion for summary judgment. Most recently, on February 23, 2011, the Florida Bankruptcy Court denied the Lyons' motion seeking reconsideration of the order granting summary judgment. AD Acquisition continues to pursue collection.

Peter Lyon and Diane Lyon v. AD Acquisition, LLC (Lee County, Florida, No. 07 CA 030) The original complaint was filed in January 2007 but was not served until much later. In this lawsuit, Peter and Diane Lyon, former AD Acquisition members and licensees, sought a declaration that AD Acquisition was not bound by their Agency Agreement and that AD Acquisition owes them approximately \$40,000 to buy out their shares under the LLC Operating Agreement. AD Acquisition moved to dismiss or stay the lawsuit because the parties are already litigating the same issues in Chicago, Illinois.

On March 3, 2009, the Lyons filed a Voluntary Petition for Relief pursuant to Chapter 7 of the Bankruptcy Code. AD Acquisition continued to seek collection of the amounts owed to it, and on December 27, 2010 the U.S. Bankruptcy Court for the Middle District of Florida (the "Florida Bankruptcy Court") granted AD Acquisition's motion for summary judgment. Most recently, on February 23, 2011, the Florida Bankruptcy Court denied the Lyons' motion seeking

~~reconsideration of the order granting summary judgment AD Acquisition continues to pursue collection~~

~~A final judgment in this matter has been entered in favor of AD Acquisition, LLC The Lyons have the option to file a motion for rehearing or appeal, but no such filing has been made as of the issuance date of this franchise disclosure document AD Acquisition, LLC is continuing to pursue this matter to recover of all its costs (including attorneys' fees) since the matter's inception~~

#### **PRIOR ACTIONS**

On September 15, 2008, the State of California Department of Business Oversight (formerly the Department of Corporations) issued an order approving the Notices of Violation that Auto Driveaway included in its July 30, 2008 application Those Notices of Violation described the transaction whereby on December 1, 2004, AD Acquisition, LLC, as franchisor, acquired from the previous owner the contracts with the existing owners of Auto Driveaway outlets in California AD Acquisition assumed the liabilities under the contracts AD Acquisition did not receive an initial franchise fee in consideration of the transaction This transaction was a violation of the California Franchise Investment Law which requires a franchisor to be registered in California Auto Driveaway is liable for damages caused by the violation or rescission of the agreements The Notices of Violation relate to John and Susan Ortiz, Auto Freight, Inc., Auto Driveaway Transport Long Beach, Inc., and James Roman Aschenbrener – Expedient Vehicle Moves, LLC

#### **The following prior actions involved AD Acquisition not Auto Driveaway**

~~David Berke v AD Acquisition, LLC (New York Supreme Court, New York County, New York, No. 108667/2006) The original complaint was filed on June 20, 2006 The case was a declaratory judgment action David Berke, the plaintiff sought a ruling that the non-compete provision in the Agency Agreement was unenforceable AD Acquisition moved to transfer the case to Chicago because the issues were the same as the Chicago suit brought by AD Acquisition (as described below) Before the case could be transferred and consolidated, the parties settled both this suit and the one in Chicago The settlement terms are confidential As set forth in the Settlement and Release agreement, neither party may disclose the terms the settlement, except to state that "this matter has been resolved to the mutual satisfaction of the parties" Franchisees and members of AD Acquisition, LLC may see a copy of the settlement agreement upon request and after confirming in writing that they will not disclose the terms to anyone else~~

~~AD Acquisition, LLC v David Berke & 2002, Inc. (Circuit Court of Cook County, Illinois, 06 CH 17669) The original complaint was filed on August 28, 2006 This case was against a former Auto Driveaway licensee to enforce his non-compete agreement and recover contract damages for his failure to pay tariffs to AD Acquisition as required by his Agency Agreement The suit settled in conjunction with the suit brought by David Berke in New York (as described above) The settlement terms are confidential As set forth in the Settlement and Release agreement, neither party may disclose the terms the settlement, except to state that "this matter has been resolved to the mutual satisfaction of the parties" Franchisees and members of AD Acquisition, LLC may see a copy of the settlement agreement upon request and after confirming in writing that they will not disclose the terms to anyone else~~

Other than these actions, no litigation is required to be disclosed in this Disclosure Document

Please see the California Addendum to this Disclosure Document in **Exhibit H** for California's required disclosures

|                                                                                                         |                                                                                                                                                               |
|---------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  <b>Auto Driveaway</b> | <u>Service Mark, AUTO DRIVEAWAY and Design</u><br><u>For: Vehicle delivery services in Class 35</u><br><u>Serial No. 87006454</u><br><u>Filed, 04/19/2016</u> |
|  <b>Auto Driveaway</b> | <u>Service Mark, AUTO DRIVEAWAY and Design</u><br><u>For: Vehicle delivery services in Class 37</u><br><u>Serial No. 87006463</u><br><u>Filed, 04/19/2016</u> |
|  <b>Auto Driveaway</b> | <u>Service Mark, AUTO DRIVEAWAY and Design</u><br><u>For: Vehicle delivery services in Class 39</u><br><u>Serial No. 87006470</u><br><u>Filed, 04/19/2016</u> |

All required affidavits have been filed for the marks in the table above. In addition, Auto Driveaway believes that it owns common law rights in each of the marks in those areas where it has used them.

There are currently no effective material determinations of the United States Patent and Trademark Office, Trademark Trial and Appeal Board, or the trademark administrator of any state or any court, nor any pending infringement, opposition, or cancellation proceedings, nor any pending material litigation involving the Licensed Marks. In addition, there are no agreements currently in effect that significantly limit the rights of Auto Driveaway to use or license the use of the Licensed Marks in a manner material to you.

~~In addition, we claim common law rights in each of the following marks in the table below. We do not have a federal registration for the following marks. Therefore, these marks do not have many legal benefits and rights as a federally registered trademark. If our right to use one of these trademarks is challenged, you may have to change to an alternative trademark, which may increase your expenses.~~

~~Vehicle delivery services~~

In our sole discretion, we may act to protect any and all rights that you have to use the Licensed Marks as provided in the Franchise Agreement and to protect you against claims of infringement or unfair competition related to your use of the Licensed Marks. You are obligated



We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Rodney Ruth, Auto Driveaway Franchise Systems, LLC, 1 East 22nd Street, Suite 107, Lombard, Illinois 60148, the Federal Trade Commission, and the appropriate state regulatory agencies.

## ITEM 20 OUTLETS AND FRANCHISEE INFORMATION

| <b>ITEM 20 TABLE NO. 1</b><br><b>Systemwide Outlet Summary</b><br><b>For years <u>2013</u><u>2014</u> to <u>2015</u><u>2016</u></b> |                         |                                  |                                |                    |
|-------------------------------------------------------------------------------------------------------------------------------------|-------------------------|----------------------------------|--------------------------------|--------------------|
| Outlet Type                                                                                                                         | Year                    | Outlets at the Start of the Year | Outlets at the End of the Year | Net Change         |
| Franchised Offices                                                                                                                  | <u>2013</u> <u>2014</u> | <u>36</u> <u>33</u>              | 33                             | <u>-3</u> <u>0</u> |
|                                                                                                                                     | 2014                    | 33                               | 33                             | 0                  |
|                                                                                                                                     | 2015                    | 33                               | 29                             | -4                 |
|                                                                                                                                     | <u>2016</u>             | <u>29</u>                        | <u>26</u>                      | <u>-3</u>          |
| Company-owned                                                                                                                       | <u>2013</u> <u>2014</u> | <u>24</u>                        | 4                              | <u>+2</u> <u>0</u> |
|                                                                                                                                     | 2014                    | 4                                | 4                              | 0                  |
|                                                                                                                                     | 2015                    | 4                                | 8                              | +4                 |
|                                                                                                                                     | <u>2016</u>             | <u>8</u>                         | <u>12</u>                      | <u>+4</u>          |
| Total Outlets                                                                                                                       | <u>2013</u> <u>2014</u> | <u>38</u> <u>37</u>              | 37                             | <u>-1</u> <u>0</u> |
|                                                                                                                                     | <u>2014</u> <u>2015</u> | 37                               | 37                             | 0                  |
|                                                                                                                                     | <u>2015</u> <u>2016</u> | 37                               | <u>37</u> <u>38</u>            | <u>0</u> <u>1</u>  |

**AS OF DECEMBER 31, 20152016**

**Exhibit F** lists the names of the owners of all Auto Driveaway offices and the addresses and telephone numbers of the offices. **Exhibit G** lists the names and last known home addresses and home telephone numbers of the office that were terminated, canceled or not renewed or otherwise voluntarily or involuntarily ceased to do business under our Agency Agreement during the period beginning January 1, 20152016 and ending December 31, 20152016 or who have not communicated with us within ten (10) weeks of the application date. If you buy a franchise, your

contact information may be disclosed to other buyers after you leave the franchise system

| <b>ITEM 20 TABLE NO 2</b><br><b>Transfers of Outlets from Franchisees to New Owners (other than Auto Driveaway)</b><br><b>For years <del>2013</del><u>2014</u> to <del>2015</del><u>2016</u></b> |                             |                     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|---------------------|
| State                                                                                                                                                                                            | Year                        | Number of Transfers |
| Arizona                                                                                                                                                                                          | <del>2013</del> <u>2014</u> | 0                   |
|                                                                                                                                                                                                  | 2014                        | 0                   |
|                                                                                                                                                                                                  | 2015                        | 0                   |
|                                                                                                                                                                                                  | <u>2016</u>                 | <u>0</u>            |
| California                                                                                                                                                                                       | <del>2013</del> <u>2014</u> | 0                   |
|                                                                                                                                                                                                  | 2014                        | 0                   |
|                                                                                                                                                                                                  | 2015                        | 0                   |
|                                                                                                                                                                                                  | <u>2016</u>                 | <u>0</u>            |
| Colorado                                                                                                                                                                                         | <del>2013</del> <u>2014</u> | 0                   |
|                                                                                                                                                                                                  | 2014                        | 0                   |
|                                                                                                                                                                                                  | 2015                        | 0                   |
|                                                                                                                                                                                                  | <u>2016</u>                 | <u>0</u>            |
| Florida                                                                                                                                                                                          | <del>2013</del> <u>2014</u> | 0                   |
|                                                                                                                                                                                                  | 2014                        | 0                   |
|                                                                                                                                                                                                  | 2015                        | 0                   |
|                                                                                                                                                                                                  | <u>2016</u>                 | <u>0</u>            |
| Georgia                                                                                                                                                                                          | <del>2013</del> <u>2014</u> | 0                   |
|                                                                                                                                                                                                  | 2014                        | 0                   |
|                                                                                                                                                                                                  | 2015                        | 0                   |
|                                                                                                                                                                                                  | <u>2016</u>                 | <u>0</u>            |
| Illinois                                                                                                                                                                                         | <del>2013</del> <u>2014</u> | 0                   |
|                                                                                                                                                                                                  | 2014                        | 0                   |
|                                                                                                                                                                                                  | 2015                        | 0                   |

| <b>ITEM 20 TABLE NO 2</b><br><b>Transfers of Outlets from Franchisees to New Owners (other than Auto Driveaway)</b><br><b>For years <del>2013</del><u>2014</u> to <del>2015</del><u>2016</u></b> |                             |                     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|---------------------|
| State                                                                                                                                                                                            | Year                        | Number of Transfers |
|                                                                                                                                                                                                  | <u>2016</u>                 | <u>0</u>            |
| Indiana                                                                                                                                                                                          | <del>2013</del> <u>2014</u> | 0                   |
|                                                                                                                                                                                                  | 2014                        | 0                   |
|                                                                                                                                                                                                  | 2015                        | 0                   |
|                                                                                                                                                                                                  | <u>2016</u>                 | <u>0</u>            |
| Kansas                                                                                                                                                                                           | <del>2013</del> <u>2014</u> | 0                   |
|                                                                                                                                                                                                  | 2014                        | 0                   |
|                                                                                                                                                                                                  | 2015                        | 0                   |
|                                                                                                                                                                                                  | <u>2016</u>                 | <u>0</u>            |
| Kentucky                                                                                                                                                                                         | <del>2013</del> <u>2014</u> | 0                   |
|                                                                                                                                                                                                  | 2014                        | 0                   |
|                                                                                                                                                                                                  | 2015                        | 0                   |
|                                                                                                                                                                                                  | <u>2016</u>                 | <u>0</u>            |
| Louisiana                                                                                                                                                                                        | <del>2013</del> <u>2014</u> | 0                   |
|                                                                                                                                                                                                  | 2014                        | 0                   |
|                                                                                                                                                                                                  | 2015                        | 0                   |
|                                                                                                                                                                                                  | <u>2016</u>                 | <u>0</u>            |
| Maryland                                                                                                                                                                                         | <del>2013</del> <u>2014</u> | 0                   |
|                                                                                                                                                                                                  | 2014                        | 0                   |
|                                                                                                                                                                                                  | 2015                        | 0                   |
|                                                                                                                                                                                                  | <u>2016</u>                 | <u>0</u>            |
| Massachusetts                                                                                                                                                                                    | <del>2013</del> <u>2014</u> | 0                   |
|                                                                                                                                                                                                  | 2014                        | 0                   |
|                                                                                                                                                                                                  | 2015                        | 0                   |

| <b>ITEM 20 TABLE NO 2</b><br><b>Transfers of Outlets from Franchisees to New Owners (other than Auto Drveaway)</b><br><b>For years <del>2013</del><u>2014</u> to <del>2015</del><u>2016</u></b> |                             |                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|---------------------|
| State                                                                                                                                                                                           | Year                        | Number of Transfers |
|                                                                                                                                                                                                 | <u>2016</u>                 | <u>0</u>            |
| Michigan                                                                                                                                                                                        | <del>2013</del> <u>2014</u> | 0                   |
|                                                                                                                                                                                                 | 2014                        | 0                   |
|                                                                                                                                                                                                 | 2015                        | 0                   |
|                                                                                                                                                                                                 | <u>2016</u>                 | <u>0</u>            |
| Minnesota                                                                                                                                                                                       | <del>2013</del> <u>2014</u> | 0                   |
|                                                                                                                                                                                                 | 2014                        | 0                   |
|                                                                                                                                                                                                 | 2015                        | 0                   |
|                                                                                                                                                                                                 | <u>2016</u>                 | <u>0</u>            |
| Missouri                                                                                                                                                                                        | <del>2013</del> <u>2014</u> | 0                   |
|                                                                                                                                                                                                 | 2014                        | 0                   |
|                                                                                                                                                                                                 | 2015                        | 0                   |
|                                                                                                                                                                                                 | <u>2016</u>                 | <u>0</u>            |
| Nebraska                                                                                                                                                                                        | <del>2013</del> <u>2014</u> | 0                   |
|                                                                                                                                                                                                 | 2014                        | 0                   |
|                                                                                                                                                                                                 | 2015                        | 0                   |
|                                                                                                                                                                                                 | <u>2016</u>                 | <u>0</u>            |
| New Jersey                                                                                                                                                                                      | <del>2013</del> <u>2014</u> | 0                   |
|                                                                                                                                                                                                 | 2014                        | 0                   |
|                                                                                                                                                                                                 | 2015                        | 0                   |
|                                                                                                                                                                                                 | <u>2016</u>                 | <u>0</u>            |
| New York                                                                                                                                                                                        | <del>2013</del> <u>2014</u> | 0                   |
|                                                                                                                                                                                                 | 2014                        | 0                   |
|                                                                                                                                                                                                 | 2015                        | 0                   |

| <b>ITEM 20 TABLE NO 2</b><br><b>Transfers of Outlets from Franchisees to New Owners (other than Auto Driveaway)</b><br><b>For years <del>2013</del><u>2014</u> to <del>2015</del><u>2016</u></b> |                             |                     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|---------------------|
| State                                                                                                                                                                                            | Year                        | Number of Transfers |
|                                                                                                                                                                                                  | <u>2016</u>                 | <u>0</u>            |
| Nevada                                                                                                                                                                                           | <del>2013</del> <u>2014</u> | 0                   |
|                                                                                                                                                                                                  | 2014                        | 0                   |
|                                                                                                                                                                                                  | 2015                        | 0                   |
|                                                                                                                                                                                                  | <u>2016</u>                 | <u>0</u>            |
| North Carolina                                                                                                                                                                                   | <del>2013</del> <u>2014</u> | 0                   |
|                                                                                                                                                                                                  | 2014                        | 0                   |
|                                                                                                                                                                                                  | 2015                        | 0                   |
|                                                                                                                                                                                                  | <u>2016</u>                 | <u>0</u>            |
| Ohio                                                                                                                                                                                             | <del>2013</del> <u>2014</u> | <del>10</del>       |
|                                                                                                                                                                                                  | 2014                        | 0                   |
|                                                                                                                                                                                                  | 2015                        | 0                   |
|                                                                                                                                                                                                  | <u>2016</u>                 | <u>0</u>            |
| Oklahoma                                                                                                                                                                                         | <del>2013</del> <u>2014</u> | 0                   |
|                                                                                                                                                                                                  | 2014                        | 0                   |
|                                                                                                                                                                                                  | 2015                        | 0                   |
|                                                                                                                                                                                                  | <u>2016</u>                 | <u>0</u>            |
| Oregon                                                                                                                                                                                           | <del>2013</del> <u>2014</u> | 0                   |
|                                                                                                                                                                                                  | 2014                        | 0                   |
|                                                                                                                                                                                                  | 2015                        | 0                   |
|                                                                                                                                                                                                  | <u>2016</u>                 | <u>0</u>            |
| Pennsylvania                                                                                                                                                                                     | <del>2013</del> <u>2014</u> | 0                   |
|                                                                                                                                                                                                  | 2014                        | 0                   |
|                                                                                                                                                                                                  | 2015                        | 0                   |

| <b>ITEM 20 TABLE NO 2</b><br><b>Transfers of Outlets from Franchisees to New Owners (other than Auto Driveaway)</b><br><b>For years <del>2013</del>2014 to 2015<del>2016</del></b> |                             |                     |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|---------------------|
| State                                                                                                                                                                              | Year                        | Number of Transfers |
|                                                                                                                                                                                    | <u>2016</u>                 | <u>0</u>            |
| Tennessee                                                                                                                                                                          | <del>2013</del> <u>2014</u> | 0                   |
|                                                                                                                                                                                    | 2014                        | 0                   |
|                                                                                                                                                                                    | 2015                        | 0                   |
|                                                                                                                                                                                    | <u>2016</u>                 | <u>0</u>            |
| Texas                                                                                                                                                                              | <del>2013</del> <u>2014</u> | 0                   |
|                                                                                                                                                                                    | 2014                        | 0                   |
|                                                                                                                                                                                    | 2015                        | 0                   |
|                                                                                                                                                                                    | <u>2016</u>                 | <u>0</u>            |
| Utah                                                                                                                                                                               | <del>2013</del> <u>2014</u> | 0                   |
|                                                                                                                                                                                    | 2014                        | 0                   |
|                                                                                                                                                                                    | 2015                        | 0                   |
|                                                                                                                                                                                    | <u>2016</u>                 | <u>0</u>            |
| Virginia                                                                                                                                                                           | <del>2013</del> <u>2014</u> | 0                   |
|                                                                                                                                                                                    | 2014                        | 0                   |
|                                                                                                                                                                                    | 2015                        | 0                   |
|                                                                                                                                                                                    | <u>2016</u>                 | <u>0</u>            |
| Washington                                                                                                                                                                         | <del>2013</del> <u>2014</u> | 0                   |
|                                                                                                                                                                                    | 2014                        | 0                   |
|                                                                                                                                                                                    | 2015                        | 0                   |
|                                                                                                                                                                                    | <u>2016</u>                 | <u>0</u>            |
| Wisconsin                                                                                                                                                                          | <del>2013</del> <u>2014</u> | 0                   |
|                                                                                                                                                                                    | 2014                        | 0                   |
|                                                                                                                                                                                    | 2015                        | 0                   |

| <b>ITEM 20 TABLE NO 2</b><br><b>Transfers of Outlets from Franchisees to New Owners (other than Auto Driveaway)</b><br><b>For years <del>2013</del>2014 to 20152016</b> |                             |                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|---------------------|
| State                                                                                                                                                                   | Year                        | Number of Transfers |
|                                                                                                                                                                         | <u>2016</u>                 | <u>0</u>            |
| <b>Total</b>                                                                                                                                                            | <del>2013</del> <u>2014</u> | <del>10</del>       |
|                                                                                                                                                                         | <u>2014</u>                 | <u>0</u>            |
|                                                                                                                                                                         | <u>2015</u>                 | <u>0</u>            |
|                                                                                                                                                                         | <u>2016</u>                 | <u>0</u>            |

| <b>ITEM 20 TABLE NO 3</b><br><b>Status of Franchised Outlets</b><br><b>For years <del>2013</del>2014 to 20152016</b> |                             |                          |                |              |              |                              |                                 |                        |
|----------------------------------------------------------------------------------------------------------------------|-----------------------------|--------------------------|----------------|--------------|--------------|------------------------------|---------------------------------|------------------------|
| State                                                                                                                | Year                        | Outlets at Start of Year | Outlets Opened | Terminations | Non-Renewals | Reacquired by Auto Driveaway | Ceased Operations-Other Reasons | Outlets at End of Year |
| Anzona                                                                                                               | <del>2013</del> <u>2014</u> | 2                        | 0              | 0            | 0            | 0                            | 0                               | 2                      |
|                                                                                                                      | <del>2014</del> <u>2015</u> | 2                        | 0              | 0            | 0            | 0                            | 0                               | 2                      |
|                                                                                                                      | <del>2015</del> <u>2016</u> | 2                        | 0              | 0            | 0            | <u>01</u>                    | 0                               | <u>21</u>              |
| California                                                                                                           | <del>2013</del> <u>2014</u> | 2                        | 0              | 0            | 0            | 0                            | 0                               | 2                      |
|                                                                                                                      | <del>2014</del> <u>2015</u> | 2                        | 0              | 0            | 0            | 0                            | 0                               | 2                      |
|                                                                                                                      | <del>2015</del> <u>2016</u> | 2                        | 0              | 0            | 0            | <u>01</u>                    | 0                               | <u>21</u>              |
| Colorado                                                                                                             | <del>2013</del> <u>2014</u> | 1                        | 0              | 0            | 0            | 0                            | 0                               | 1                      |
|                                                                                                                      | <del>2014</del> <u>2015</u> | 1                        | 0              | 0            | 0            | 0                            | 0                               | 1                      |
|                                                                                                                      | <del>2015</del> <u>2016</u> | 1                        | 0              | 0            | 0            | <u>01</u>                    | 0                               | <u>10</u>              |

**ITEM 20 TABLE NO 3**  
**Status of Franchised Outlets**  
**For years 20132014 to 20152016**

| State    | Year                    | Outlets at Start of Year | Outlets Opened | Terminations | Non-Renewals | Reacquired by Auto Driveaway | Ceased Operations-Other Reasons | Outlets at End of Year |
|----------|-------------------------|--------------------------|----------------|--------------|--------------|------------------------------|---------------------------------|------------------------|
| Florida  | <u>2013</u> <u>2014</u> | <u>32</u>                | 0              | 0            | 0            | <u>40</u>                    | 0                               | 2                      |
|          | <u>2014</u> <u>2015</u> | 2                        | 0              | 0            | 0            | <u>01</u>                    | 0                               | <u>21</u>              |
|          | <u>2015</u> <u>2016</u> | <u>21</u>                | 0              | 0            | 0            | <u>40</u>                    | 0                               | 1                      |
| Georgia  | <u>2013</u> <u>2014</u> | 1                        | 0              | 0            | 0            | 0                            | 0                               | 1                      |
|          | <u>2014</u> <u>2015</u> | 1                        | 0              | 0            | 0            | 0                            | 0                               | 1                      |
|          | <u>2015</u> <u>2016</u> | 1                        | 0              | 0            | 0            | 0                            | 0                               | 1                      |
| Illinois | <u>2013</u> <u>2014</u> | 1                        | 0              | 0            | 0            | 0                            | 0                               | 1                      |
|          | <u>2014</u> <u>2015</u> | 1                        | 0              | 0            | 0            | <u>01</u>                    | 0                               | <u>40</u>              |
|          | <u>2015</u> <u>2016</u> | <u>40</u>                | 0              | 0            | 0            | <u>40</u>                    | 0                               | 0                      |
| Indiana  | <u>2013</u> <u>2014</u> | <u>40</u>                | 0              | 0            | 0            | <u>40</u>                    | 0                               | 0                      |
|          | <u>2014</u> <u>2015</u> | 0                        | 0              | 0            | 0            | 0                            | 0                               | 0                      |
|          | <u>2015</u> <u>2016</u> | 0                        | 0              | 0            | 0            | 0                            | 0                               | 0                      |
| Kansas   | <u>2013</u> <u>2014</u> | 1                        | 0              | 0            | 0            | 0                            | 0                               | 1                      |
|          | <u>2014</u> <u>2015</u> | 1                        | 0              | 0            | 0            | 0                            | 0                               | 1                      |
|          | <u>2015</u> <u>2016</u> | 1                        | 0              | 0            | 0            | 0                            | 0                               | 1                      |



**ITEM 20 TABLE NO 3**  
**Status of Franchised Outlets**  
**For years 20132014 to 20152016**

| State         | Year                       | Outlets<br>at Start<br>of Year | Outlets<br>Opened | Terminations | Non-Ren<br>ewals | Reacquired<br>by Auto<br>Driveaway | Ceased<br>Operations-<br>Other<br>Reasons | Outlets<br>at End<br>of Year |
|---------------|----------------------------|--------------------------------|-------------------|--------------|------------------|------------------------------------|-------------------------------------------|------------------------------|
| Kentucky      | <u>2013</u><br><u>2014</u> | 0                              | 0                 | 0            | 0                | 0                                  | 0                                         | 0                            |
|               | <u>2014</u><br><u>2015</u> | 0                              | 0                 | 0            | 0                | 0                                  | 0                                         | 0                            |
|               | <u>2015</u><br><u>2016</u> | 0                              | 0                 | 0            | 0                | 0                                  | 0                                         | 0                            |
| Louisiana     | <u>2013</u><br><u>2014</u> | 1                              | 0                 | 0            | 0                | 0                                  | 0                                         | 1                            |
|               | <u>2014</u><br><u>2015</u> | 1                              | 0                 | 0            | 0                | 0                                  | 0                                         | 1                            |
|               | <u>2015</u><br><u>2016</u> | 1                              | 0                 | 0            | 0                | 0                                  | 0                                         | 1                            |
| Maryland      | <u>2013</u><br><u>2014</u> | 0                              | 0                 | 0            | 0                | 0                                  | 0                                         | 0                            |
|               | <u>2014</u><br><u>2015</u> | 0                              | 0                 | 0            | 0                | 0                                  | 0                                         | 0                            |
|               | <u>2015</u><br><u>2016</u> | 0                              | 0                 | 0            | 0                | 0                                  | 0                                         | 0                            |
| Massachusetts | <u>2013</u><br><u>2014</u> | 1                              | 0                 | 0            | 0                | 0                                  | 0                                         | 1                            |
|               | <u>2014</u><br><u>2015</u> | 1                              | 0                 | 0            | 0                | 0                                  | 0                                         | 1                            |
|               | <u>2015</u><br><u>2016</u> | 1                              | 0                 | 0            | 0                | 0                                  | 0                                         | 1                            |
| Michigan      | <u>2013</u><br><u>2014</u> | 2                              | 0                 | 0            | 0                | 0                                  | 0                                         | 2                            |
|               | <u>2014</u><br><u>2015</u> | 2                              | 0                 | 0            | 0                | <u>0</u> <u>1</u>                  | 0                                         | <u>2</u> <u>1</u>            |
|               | <u>2015</u><br><u>2016</u> | <u>2</u> <u>1</u>              | 0                 | 0            | 0                | <u>1</u> <u>0</u>                  | 0                                         | 1                            |
| Minnesota     | <u>2013</u>                | 1                              | 0                 | 0            | 0                | 0                                  | 0                                         | 1                            |

**ITEM 20 TABLE NO 3**  
**Status of Franchised Outlets**  
**For years 20132014 to 20152016**

| State      | Year                       | Outlets at Start of Year | Outlets Opened | Terminations | Non-Renewals | Reacquired by Auto Driveaway | Ceased Operations-Other Reasons | Outlets at End of Year |
|------------|----------------------------|--------------------------|----------------|--------------|--------------|------------------------------|---------------------------------|------------------------|
|            | <u>2014</u>                |                          |                |              |              |                              |                                 |                        |
|            | <u>2014</u><br><u>2015</u> | 1                        | 0              | 0            | 0            | 0                            | 0                               | 1                      |
|            | <u>2015</u><br><u>2016</u> | 1                        | 0              | 0            | 0            | 0                            | 0                               | 1                      |
| Missoun    | <u>2013</u><br><u>2014</u> | 1                        | 0              | 0            | 0            | 0                            | 0                               | 1                      |
|            | <u>2014</u><br><u>2015</u> | 1                        | 0              | 0            | 0            | 0                            | 0                               | 1                      |
|            | <u>2015</u><br><u>2016</u> | 1                        | 0              | 0            | 0            | 0                            | 0                               | 1                      |
| Nebraska   | <u>2013</u><br><u>2014</u> | 1                        | 0              | 0            | 0            | 0                            | 0                               | 1                      |
|            | <u>2014</u><br><u>2015</u> | 1                        | 0              | 0            | 0            | 0                            | 0                               | 1                      |
|            | <u>2015</u><br><u>2016</u> | 1                        | 0              | 0            | 0            | 0                            | 0                               | 1                      |
| Nevada     | <u>2013</u><br><u>2014</u> | <del>40</del>            | 0              | 0            | 0            | 0                            | <del>40</del>                   | 0                      |
|            | <u>2014</u><br><u>2015</u> | 0                        | 0              | 0            | 0            | 0                            | 0                               | 0                      |
|            | <u>2015</u><br><u>2016</u> | 0                        | 0              | 0            | 0            | 0                            | 0                               | 0                      |
| New Jersey | <u>2013</u><br><u>2014</u> | 1                        | 0              | 0            | 0            | 0                            | 0                               | 1                      |
|            | <u>2014</u><br><u>2015</u> | 1                        | 0              | 0            | 0            | 0                            | 0                               | 1                      |
|            | <u>2015</u><br><u>2016</u> | 1                        | 0              | 0            | 0            | 0                            | 0                               | 1                      |
| New York   | <u>2013</u><br><u>2014</u> | 0                        | 0              | 0            | 0            | 0                            | 0                               | 0                      |

**ITEM 20 TABLE NO 3**  
**Status of Franchised Outlets**  
**For years 20132014 to 20152016**

| State          | Year                       | Outlets<br>at Start<br>of Year | Outlets<br>Opened | Terminations | Non-Ren<br>ewals | Reacquired<br>by Auto<br>Driveaway | Ceased<br>Operations-<br>Other<br>Reasons | Outlets<br>at End<br>of Year |
|----------------|----------------------------|--------------------------------|-------------------|--------------|------------------|------------------------------------|-------------------------------------------|------------------------------|
|                | <u>2014</u><br><u>2015</u> | 0                              | 0                 | 0            | 0                | 0                                  | 0                                         | 0                            |
|                | <u>2015</u><br><u>2016</u> | 0                              | 0                 | 0            | 0                | 0                                  | 0                                         | 0                            |
| North Carolina | <u>2013</u><br><u>2014</u> | 1                              | 0                 | 0            | 0                | 0                                  | 0                                         | 1                            |
|                | <u>2014</u><br><u>2015</u> | 1                              | 0                 | 0            | 0                | 0                                  | 0                                         | 1                            |
|                | <u>2015</u><br><u>2016</u> | 1                              | 0                 | 0            | 0                | 0                                  | 0                                         | 1                            |
| Ohio           | <u>2013</u><br><u>2014</u> | 2                              | 0                 | 0            | 0                | 0                                  | 0                                         | 2                            |
|                | <u>2014</u><br><u>2015</u> | 2                              | 0                 | 0            | 0                | <del>0</del> 1                     | 0                                         | <del>2</del> 1               |
|                | <u>2015</u><br><u>2016</u> | <del>2</del> 1                 | 0                 | 0            | 0                | <del>1</del> 0                     | 0                                         | 1                            |
| Oklahoma       | <u>2013</u><br><u>2014</u> | 1                              | 0                 | 0            | 0                | 0                                  | 0                                         | 1                            |
|                | <u>2014</u><br><u>2015</u> | 1                              | 0                 | 0            | 0                | 0                                  | 0                                         | 1                            |
|                | <u>2015</u><br><u>2016</u> | 1                              | 0                 | 0            | 0                | 0                                  | 0                                         | 1                            |
| Oregon         | <u>2013</u><br><u>2014</u> | 1                              | 0                 | 0            | 0                | 0                                  | 0                                         | 1                            |
|                | <u>2014</u><br><u>2015</u> | 1                              | 0                 | 0            | 0                | 0                                  | 0                                         | 1                            |
|                | <u>2015</u><br><u>2016</u> | 1                              | 0                 | 0            | 0                | 0                                  | 0                                         | 1                            |
| Pennsylvania   | <u>2013</u><br><u>2014</u> | 2                              | 0                 | 0            | 0                | 0                                  | 0                                         | 2                            |
|                | <u>2014</u>                | 2                              | 0                 | 0            | 0                | 0                                  | 0                                         | 2                            |

**ITEM 20 TABLE NO 3**  
**Status of Franchised Outlets**  
**For years ~~2013~~2014 to ~~2015~~2016**

| State      | Year                       | Outlets at Start of Year | Outlets Opened | Terminations | Non-Renewals | Reacquired by Auto Driveaway | Ceased Operations- Other Reasons | Outlets at End of Year |
|------------|----------------------------|--------------------------|----------------|--------------|--------------|------------------------------|----------------------------------|------------------------|
|            | <u>2015</u>                |                          |                |              |              |                              |                                  |                        |
|            | <u>2015</u><br><u>2016</u> | 2                        | 0              | 0            | 0            | 0                            | 0                                | 2                      |
| Tennessee  | <u>2013</u><br><u>2014</u> | 1                        | 0              | 0            | 0            | 0                            | 0                                | 1                      |
|            | <u>2014</u><br><u>2015</u> | 1                        | 0              | 0            | 0            | 0                            | 0                                | 1                      |
|            | <u>2015</u><br><u>2016</u> | 1                        | 0              | 0            | 0            | 0                            | 0                                | 1                      |
| Texas      | <u>2013</u><br><u>2014</u> | 2                        | 0              | 0            | 0            | 0                            | 0                                | 2                      |
|            | <u>2014</u><br><u>2015</u> | 2                        | 0              | 0            | 0            | 0                            | 0                                | 2                      |
|            | <u>2015</u><br><u>2016</u> | 2                        | 0              | 0            | 0            | 0                            | 0                                | 2                      |
| Utah       | <u>2013</u><br><u>2014</u> | 1                        | 0              | 0            | 0            | 0                            | 0                                | 1                      |
|            | <u>2014</u><br><u>2015</u> | 1                        | 0              | 0            | 0            | 0                            | 0                                | 1                      |
|            | <u>2015</u><br><u>2016</u> | 1                        | 0              | 0            | 0            | 0                            | 0                                | 1                      |
| Virginia   | <u>2013</u><br><u>2014</u> | 2                        | 0              | 0            | 0            | 0                            | 0                                | 2                      |
|            | <u>2014</u><br><u>2015</u> | 2                        | 0              | 0            | 0            | 0                            | 0                                | 2                      |
|            | <u>2015</u><br><u>2016</u> | 2                        | 0              | 0            | 0            | 0                            | 0                                | 2                      |
| Washington | <u>2013</u><br><u>2014</u> | 1                        | 0              | 0            | 0            | 0                            | 0                                | 1                      |
|            | <u>2014</u><br><u>2015</u> | 1                        | 0              | 0            | 0            | 0                            | 0                                | 1                      |

**ITEM 20 TABLE NO 3**  
**Status of Franchised Outlets**  
**For years ~~2013~~2014 to 2015~~2016~~**

| State     | Year                           | Outlets at Start of Year | Outlets Opened | Terminations | Non-Renewals | Reacquired by Auto Driveaway | Ceased Operations-Other Reasons | Outlets at End of Year |
|-----------|--------------------------------|--------------------------|----------------|--------------|--------------|------------------------------|---------------------------------|------------------------|
|           | <del>2015</del><br><u>2016</u> | 1                        | 0              | 0            | 0            | 0                            | 0                               | 1                      |
| Wisconsin | <del>2013</del><br><u>2014</u> | 1                        | 0              | 0            | 0            | 0                            | 0                               | 1                      |
|           | <del>2014</del><br><u>2015</u> | 1                        | 0              | 0            | 0            | 0                            | 0                               | 1                      |
|           | <del>2015</del><br><u>2016</u> | 1                        | 0              | 0            | 0            | 0                            | 0                               | 1                      |
| Total     | <del>2013</del><br><u>2014</u> | <del>36</del> <u>33</u>  | 0              | 0            | 0            | <del>20</del>                | <del>10</del>                   | 33                     |
|           | <del>2014</del>                | 33                       | 0              | 0            | 0            | 0                            | 0                               | 33                     |
|           | <del>2015</del>                | 33                       | 0              | 0            | 0            | 4                            | 0                               | 29                     |
|           | <del>2016</del>                | <del>29</del>            | <del>0</del>   | <del>0</del> | <del>0</del> | <del>3</del>                 | <del>0</del>                    | <del>26</del>          |

If you buy a franchise, your contact information may be disclosed to other buyers after you leave the franchise system

**ITEM 20 TABLE NO 4**  
**Status of Company-Owned Outlets**  
**For years ~~2013~~2014 to 2015~~2016~~**

| State      | Year                           | Outlets at Start of Year | Outlets Opened | Outlets Reacquired from Franchisee | Outlets Closed | Outlets Sold to Franchisee | Outlets at End of Year |
|------------|--------------------------------|--------------------------|----------------|------------------------------------|----------------|----------------------------|------------------------|
| Arizona    | <del>2013</del><br><u>2014</u> | 0                        | 0              | 0                                  | 0              | 0                          | 0                      |
|            | <del>2014</del><br><u>2015</u> | 0                        | 0              | 0                                  | 0              | 0                          | 0                      |
|            | <del>2015</del><br><u>2016</u> | 0                        | 0              | <del>0</del> <u>1</u>              | 0              | 0                          | <del>0</del> <u>1</u>  |
| California | <del>2013</del><br><u>2014</u> | 1                        | 0              | 0                                  | 0              | 0                          | 1                      |

**ITEM 20 TABLE NO 4**  
**Status of Company-Owned Outlets**  
**For years ~~2013~~2014 to 20152016**

| State    | Year                    | Outlets at Start of Year | Outlets Opened | Outlets Reacquired from Franchisee | Outlets Closed | Outlets Sold to Franchisee | Outlets at End of Year |
|----------|-------------------------|--------------------------|----------------|------------------------------------|----------------|----------------------------|------------------------|
|          | <del>2014</del><br>2015 | 1                        | 0              | 0                                  | 0              | 0                          | 1                      |
|          | <del>2015</del><br>2016 | 1                        | 0              | <del>0</del><br>1                  | 0              | 0                          | <del>1</del><br>2      |
| Colorado | <del>2013</del><br>2014 | 0                        | 0              | 0                                  | 0              | 0                          | 0                      |
|          | <del>2014</del><br>2015 | 0                        | 0              | 0                                  | 0              | 0                          | 0                      |
|          | <del>2015</del><br>2016 | 0                        | 0              | <del>0</del><br>1                  | 0              | 0                          | <del>0</del><br>1      |
| Florida  | <del>2013</del><br>2014 | <del>0</del><br>1        | 0              | <del>1</del><br>0                  | 0              | 0                          | 1                      |
|          | <del>2014</del><br>2015 | 1                        | 0              | <del>0</del><br>1                  | 0              | 0                          | <del>1</del><br>2      |
|          | <del>2015</del><br>2016 | <del>1</del><br>2        | 0              | <del>0</del><br>1                  | 0              | 0                          | 2                      |
| Georgia  | <del>2013</del><br>2014 | 0                        | 0              | 0                                  | 0              | 0                          | 0                      |
|          | <del>2014</del><br>2015 | 0                        | 0              | 0                                  | 0              | 0                          | 0                      |
|          | <del>2015</del><br>2016 | 0                        | 0              | 0                                  | 0              | 0                          | 0                      |
| Illinois | <del>2013</del><br>2014 | 0                        | 0              | 0                                  | 0              | 0                          | 0                      |
|          | <del>2014</del>         | 0                        | 0              | 0                                  | 0              | 0                          | 0                      |
|          | 2015                    | 0                        | 0              | 1                                  | 0              | 0                          | 1                      |
|          | <del>2016</del>         | <del>1</del>             | <del>0</del>   | <del>0</del>                       | <del>0</del>   | <del>0</del>               | <del>1</del>           |
| Indiana  | <del>2013</del><br>2014 | <del>1</del><br>2        | 0              | <del>0</del><br>1                  | 0              | 0                          | 2                      |

**ITEM 20 TABLE NO 4**  
**Status of Company-Owned Outlets**  
**For years ~~2013~~2014 to 2015~~2016~~**

| State         | Year                    | Outlets at Start of Year | Outlets Opened | Outlets Reacquired from Franchisee | Outlets Closed | Outlets Sold to Franchisee | Outlets at End of Year |
|---------------|-------------------------|--------------------------|----------------|------------------------------------|----------------|----------------------------|------------------------|
|               | <del>2014</del><br>2015 | 2                        | 0              | 0                                  | 0              | 0                          | 2                      |
|               | <del>2015</del><br>2016 | 2                        | 0              | 0                                  | 0              | 0                          | 2                      |
| Kansas        | <del>2013</del><br>2014 | 0                        | 0              | 0                                  | 0              | 0                          | 0                      |
|               | <del>2014</del><br>2015 | 0                        | 0              | 0                                  | 0              | 0                          | 0                      |
|               | <del>2015</del><br>2016 | 0                        | 0              | 0                                  | 0              | 0                          | 0                      |
| Kentucky      | <del>2013</del><br>2014 | 0                        | 0              | 0                                  | 0              | 0                          | 0                      |
|               | <del>2014</del><br>2015 | 0                        | 0              | 0                                  | 0              | 0                          | 0                      |
|               | <del>2015</del><br>2016 | 0                        | 0              | 0                                  | 0              | 0                          | 0                      |
| Louisiana     | <del>2013</del><br>2014 | 0                        | 0              | 0                                  | 0              | 0                          | 0                      |
|               | <del>2014</del><br>2015 | 0                        | 0              | 0                                  | 0              | 0                          | 0                      |
|               | <del>2015</del><br>2016 | 0                        | 0              | 0                                  | 0              | 0                          | 0                      |
| Maryland      | <del>2013</del><br>2014 | 0                        | 0              | 0                                  | 0              | 0                          | 0                      |
|               | <del>2014</del><br>2015 | 0                        | 0              | 0                                  | 0              | 0                          | 0                      |
|               | <del>2015</del><br>2016 | 0                        | 0              | 0                                  | 0              | 0                          | 0                      |
| Massachusetts | <del>2013</del><br>2014 | 0                        | 0              | 0                                  | 0              | 0                          | 0                      |

**ITEM 20 TABLE NO 4**  
**Status of Company-Owned Outlets**  
**For years ~~2013~~2014 to ~~2015~~2016**

| State      | Year                    | Outlets at Start of Year | Outlets Opened | Outlets Reacquired from Franchisee | Outlets Closed | Outlets Sold to Franchisee | Outlets at End of Year |
|------------|-------------------------|--------------------------|----------------|------------------------------------|----------------|----------------------------|------------------------|
|            | <del>2014</del><br>2015 | 0                        | 0              | 0                                  | 0              | 0                          | 0                      |
|            | <del>2015</del><br>2016 | 0                        | 0              | 0                                  | 0              | 0                          | 0                      |
| Michigan   | <del>2013</del><br>2014 | 0                        | 0              | 0                                  | 0              | 0                          | 0                      |
|            | <del>2014</del><br>2015 | 0                        | 0              | <del>0</del> 1                     | 0              | 0                          | <del>0</del> 1         |
|            | <del>2015</del><br>2016 | <del>0</del> 1           | 0              | <del>4</del> 0                     | 0              | 0                          | 1                      |
| Minnesota  | <del>2013</del><br>2014 | 0                        | 0              | 0                                  | 0              | 0                          | 0                      |
|            | <del>2014</del><br>2015 | 0                        | 0              | 0                                  | 0              | 0                          | 0                      |
|            | <del>2015</del><br>2016 | 0                        | 0              | 0                                  | 0              | 0                          | 0                      |
| Missouri   | <del>2013</del><br>2014 | 0                        | 0              | 0                                  | 0              | 0                          | 0                      |
|            | <del>2014</del><br>2015 | 0                        | 0              | 0                                  | 0              | 0                          | 0                      |
|            | <del>2015</del><br>2016 | 0                        | 0              | 0                                  | 0              | 0                          | 0                      |
| Nebraska   | <del>2013</del><br>2014 | 0                        | 0              | 0                                  | 0              | 0                          | 0                      |
|            | <del>2014</del><br>2015 | 0                        | 0              | 0                                  | 0              | 0                          | 0                      |
|            | <del>2015</del><br>2016 | 0                        | 0              | 0                                  | 0              | 0                          | 0                      |
| New Jersey | <del>2013</del><br>2014 | 0                        | 0              | 0                                  | 0              | 0                          | 0                      |



**ITEM 20 TABLE NO. 4**  
**Status of Company-Owned Outlets**  
**For years ~~2013~~2014 to ~~2015~~2016**

| State          | Year                           | Outlets<br>at Start<br>of Year | Outlets<br>Opened | Outlets<br>Reacquired<br>from<br>Franchisee | Outlets<br>Closed | Outlets<br>Sold to<br>Franchisee | Outlets at<br>End of Year |
|----------------|--------------------------------|--------------------------------|-------------------|---------------------------------------------|-------------------|----------------------------------|---------------------------|
|                | <del>2014</del><br><u>2015</u> | 0                              | 0                 | 0                                           | 0                 | 0                                | 0                         |
|                | <del>2015</del><br><u>2016</u> | 0                              | 0                 | 0                                           | 0                 | 0                                | 0                         |
| New York       | <del>2013</del><br><u>2014</u> | 0                              | 0                 | 0                                           | 0                 | 0                                | 0                         |
|                | <del>2014</del><br><u>2015</u> | 0                              | 0                 | 0                                           | 0                 | 0                                | 0                         |
|                | <del>2015</del><br><u>2016</u> | 0                              | 0                 | 0                                           | 0                 | 0                                | 0                         |
| North Carolina | <del>2013</del><br><u>2014</u> | 0                              | 0                 | 0                                           | 0                 | 0                                | 0                         |
|                | <del>2014</del><br><u>2015</u> | 0                              | 0                 | 0                                           | 0                 | 0                                | 0                         |
|                | <del>2015</del><br><u>2016</u> | 0                              | 0                 | 0                                           | 0                 | 0                                | 0                         |
| Ohio           | <del>2013</del><br><u>2014</u> | 0                              | 0                 | 0                                           | 0                 | 0                                | 0                         |
|                | <del>2014</del><br><u>2015</u> | 0                              | 0                 | <u>0</u> <sub>1</sub>                       | 0                 | 0                                | <u>0</u> <sub>1</sub>     |
|                | <del>2015</del><br><u>2016</u> | <u>0</u> <sub>1</sub>          | 0                 | <u>4</u> <sub>0</sub>                       | 0                 | 0                                | 1                         |
| Oklahoma       | <del>2013</del><br><u>2014</u> | 0                              | 0                 | 0                                           | 0                 | 0                                | 0                         |

**ITEM 20 TABLE NO 4**  
**Status of Company-Owned Outlets**  
**For years 20132014 to 20152016**

| State                                       | Year                       | Outlets<br>at Start<br>of Year | Outlets<br>Opened | Outlets<br>Reacquired<br>from<br>Franchisee | Outlets<br>Closed | Outlets<br>Sold to<br>Franchisee | Outlets at<br>End of Year |
|---------------------------------------------|----------------------------|--------------------------------|-------------------|---------------------------------------------|-------------------|----------------------------------|---------------------------|
|                                             | <u>2014</u><br><u>2015</u> | 0                              | 0                 | 0                                           | 0                 | 0                                | 0                         |
|                                             | <u>2015</u><br><u>2016</u> | 0                              | 0                 | 0                                           | 0                 | 0                                | 0                         |
| Oregon                                      | <u>2013</u><br><u>2014</u> | 0                              | 0                 | 0                                           | 0                 | 0                                | 0                         |
|                                             | <u>2014</u><br><u>2015</u> | 0                              | 0                 | 0                                           | 0                 | 0                                | 0                         |
|                                             | <u>2015</u><br><u>2016</u> | 0                              | 0                 | 0                                           | 0                 | 0                                | 0                         |
| Pennsylvania                                | <u>2013</u><br><u>2014</u> | 0                              | 0                 | 0                                           | 0                 | 0                                | 0                         |
|                                             | <u>2014</u><br><u>2015</u> | 0                              | 0                 | 0                                           | 0                 | 0                                | 0                         |
|                                             | <u>2015</u><br><u>2016</u> | 0                              | 0                 | 0                                           | 0                 | 0                                | 0                         |
| <del>Tennessee</del><br><u>Rhode Island</u> | <u>2013</u><br><u>2014</u> | 0                              | 0                 | 0                                           | 0                 | 0                                | 0                         |
|                                             | <u>2014</u><br><u>2015</u> | 0                              | 0                 | 0                                           | 0                 | 0                                | 0                         |
|                                             | <u>2016</u>                | <u>0</u>                       | <u>1</u>          | <u>0</u>                                    | <u>0</u>          | <u>0</u>                         | <u>1</u>                  |
|                                             | <u>2015</u>                | 0                              | 0                 | 0                                           | 0                 | 0                                | 0                         |
| <del>Texas</del><br><u>Tennessee</u>        | <u>2013</u><br><u>2014</u> | 0                              | 0                 | 0                                           | 0                 | 0                                | 0                         |
|                                             | <u>2014</u><br><u>2015</u> | 0                              | 0                 | 0                                           | 0                 | 0                                | 0                         |
|                                             | <u>2015</u><br><u>2016</u> | 0                              | 0                 | 0                                           | 0                 | 0                                | 0                         |
| <del>Utah</del><br><u>Texas</u>             | <u>2013</u><br><u>2014</u> | 0                              | 0                 | 0                                           | 0                 | 0                                | 0                         |

**ITEM 20 TABLE NO. 4**  
**Status of Company-Owned Outlets**  
**For years 2013 to 2016**

| State                                         | Year                       | Outlets<br>at Start<br>of Year | Outlets<br>Opened | Outlets<br>Reacquired<br>from<br>Franchisee | Outlets<br>Closed | Outlets<br>Sold to<br>Franchisee | Outlets at<br>End of Year |
|-----------------------------------------------|----------------------------|--------------------------------|-------------------|---------------------------------------------|-------------------|----------------------------------|---------------------------|
|                                               | <u>2014</u><br><u>2015</u> | 0                              | 0                 | 0                                           | 0                 | 0                                | 0                         |
|                                               | <u>2015</u><br><u>2016</u> | 0                              | 0                 | 0                                           | 0                 | 0                                | 0                         |
| <u>Virginia</u> <u>Utah</u>                   | <u>2013</u><br><u>2014</u> | 0                              | 0                 | 0                                           | 0                 | 0                                | 0                         |
|                                               | <u>2014</u><br><u>2015</u> | 0                              | 0                 | 0                                           | 0                 | 0                                | 0                         |
|                                               | <u>2015</u><br><u>2016</u> | 0                              | 0                 | 0                                           | 0                 | 0                                | 0                         |
| <u>Washington</u> <u>Vir</u><br><u>ginia</u>  | <u>2013</u><br><u>2014</u> | 0                              | 0                 | 0                                           | 0                 | 0                                | 0                         |
|                                               | <u>2014</u><br><u>2015</u> | 0                              | 0                 | 0                                           | 0                 | 0                                | 0                         |
|                                               | <u>2015</u><br><u>2016</u> | 0                              | 0                 | 0                                           | 0                 | 0                                | 0                         |
| <u>Wisconsin</u> <u>Was</u><br><u>hington</u> | <u>2013</u><br><u>2014</u> | 0                              | 0                 | 0                                           | 0                 | 0                                | 0                         |
|                                               | <u>2014</u><br><u>2015</u> | 0                              | 0                 | 0                                           | 0                 | 0                                | 0                         |
|                                               | <u>2015</u><br><u>2016</u> | 0                              | 0                 | 0                                           | 0                 | 0                                | 0                         |
| <u>Wisconsin</u>                              | <u>2014</u>                | <u>0</u>                       | <u>0</u>          | <u>0</u>                                    | <u>0</u>          | <u>0</u>                         | <u>0</u>                  |
|                                               | <u>2015</u>                | <u>0</u>                       | <u>0</u>          | <u>0</u>                                    | <u>0</u>          | <u>0</u>                         | <u>0</u>                  |
|                                               | <u>2016</u>                | <u>0</u>                       | <u>0</u>          | <u>0</u>                                    | <u>0</u>          | <u>0</u>                         | <u>0</u>                  |
| <b>Total</b>                                  | <u>2013</u><br><u>2014</u> | <u>24</u>                      | <u>0</u>          | <u>20</u>                                   | <u>0</u>          | <u>0</u>                         | <u>4</u>                  |
|                                               | <u>2014</u>                | <u>4</u>                       | <u>0</u>          | <u>0</u>                                    | <u>0</u>          | <u>0</u>                         | <u>4</u>                  |
|                                               | <u>2015</u>                | <u>4</u>                       | <u>0</u>          | <u>4</u>                                    | <u>0</u>          | <u>0</u>                         | <u>8</u>                  |

| <b>ITEM 20 TABLE NO 4</b><br><b>Status of Company-Owned Outlets</b><br><b>For years 20132014 to 20152016</b> |             |                          |                |                                    |                |                            |                        |
|--------------------------------------------------------------------------------------------------------------|-------------|--------------------------|----------------|------------------------------------|----------------|----------------------------|------------------------|
| State                                                                                                        | Year        | Outlets at Start of Year | Outlets Opened | Outlets Reacquired from Franchisee | Outlets Closed | Outlets Sold to Franchisee | Outlets at End of Year |
|                                                                                                              | <u>2016</u> | <u>8</u>                 | <u>1</u>       | <u>3</u>                           | <u>0</u>       | <u>0</u>                   | <u>12</u>              |

| <b>ITEM 20 TABLE NO 5</b><br><b>Projected Openings as of December 31, 20152016</b> |                                                 |                                                              |                                                                 |
|------------------------------------------------------------------------------------|-------------------------------------------------|--------------------------------------------------------------|-----------------------------------------------------------------|
| STATE                                                                              | Franchise Agreements Signed But Outlet Not Open | Projected New Franchised Offices Opening In Next Fiscal Year | Projected New Company-Owned Offices Opening In Next Fiscal Year |
| Arizona                                                                            | <u>01</u>                                       | 0                                                            | 0                                                               |
| California                                                                         | <u>01</u>                                       | 0                                                            | 0                                                               |
| Colorado                                                                           | 0                                               | 0                                                            | 0                                                               |
| Florida                                                                            | <u>01</u>                                       | 0                                                            | 0                                                               |
| Georgia                                                                            | <u>01</u>                                       | 0                                                            | 0                                                               |
| Illinois                                                                           | 0                                               | 0                                                            | 0                                                               |
| Indiana                                                                            | 0                                               | 0                                                            | 0                                                               |
| Kansas                                                                             | <u>01</u>                                       | 0                                                            | 0                                                               |
| Kentucky                                                                           | 0                                               | 0                                                            | 0                                                               |
| Louisiana                                                                          | <u>01</u>                                       | 0                                                            | 0                                                               |
| Maryland                                                                           | 0                                               | 0                                                            | 0                                                               |
| Massachusetts                                                                      | <u>01</u>                                       | 0                                                            | 0                                                               |
| Michigan                                                                           | <u>01</u>                                       | 0                                                            | 0                                                               |
| Minnesota                                                                          | <u>01</u>                                       | 0                                                            | 0                                                               |
| Missouri                                                                           | <u>01</u>                                       | 0                                                            | 0                                                               |
| Nebraska                                                                           | <u>01</u>                                       | 0                                                            | 0                                                               |
| New Jersey                                                                         | <u>01</u>                                       | 0                                                            | 0                                                               |

| <p align="center"><b>ITEM 20 TABLE NO 5</b></p> <p align="center"><b>Projected Openings as of December 31, 20152016</b></p> |                                                        |                                                                     |                                                                        |
|-----------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|---------------------------------------------------------------------|------------------------------------------------------------------------|
| <b>STATE</b>                                                                                                                | <b>Franchise Agreements Signed But Outlet Not Open</b> | <b>Projected New Franchised Offices Opening In Next Fiscal Year</b> | <b>Projected New Company-Owned Offices Opening In Next Fiscal Year</b> |
| New York                                                                                                                    | 0                                                      | 0                                                                   | 0                                                                      |
| North Carolina                                                                                                              | 01                                                     | 0                                                                   | 0                                                                      |
| Ohio                                                                                                                        | 01                                                     | 0                                                                   | 0                                                                      |
| Oklahoma                                                                                                                    | 01                                                     | 0                                                                   | 0                                                                      |
| Oregon                                                                                                                      | 01                                                     | 0                                                                   | 0                                                                      |
| Pennsylvania                                                                                                                | 02                                                     | 0                                                                   | 0                                                                      |
| Tennessee                                                                                                                   | 01                                                     | 0                                                                   | 0                                                                      |
| Texas                                                                                                                       | 02                                                     | 0                                                                   | 0                                                                      |
| Utah                                                                                                                        | 01                                                     | 0                                                                   | 0                                                                      |
| Virginia                                                                                                                    | 02                                                     | 0                                                                   | 0                                                                      |
| Washington                                                                                                                  | 01                                                     | 0                                                                   | 0                                                                      |
| Wisconsin                                                                                                                   | 01                                                     | 0                                                                   | 0                                                                      |
| <b>Total</b>                                                                                                                | <b>026</b>                                             | <b>0</b>                                                            | <b>0</b>                                                               |

The Franchise Agreement does not contain a confidentiality provision that will restrict franchisees' ability to speak openly about their experience with the Auto Driveway Franchise System

We are not aware of any trademark-specific franchisee organization associated with the Auto Driveway System

#### **ITEM 21 FINANCIAL STATEMENTS**

Our audited financial statements dated as of December 31, 2013, 2014, December 31, 20142015 and December 31, 20152016 are attached to this Disclosure Document as **Exhibit E**

#### **ITEM 22 CONTRACTS**

Our Franchise Agreement and all exhibits to the Franchise Agreement (including a collateral assignment of lease a guaranty and assumption of obligations, an assignment of telephone numbers, facsimile numbers, email addresses, urls, and social media access

**AUTO DRIVEAWAY FRANCHISE SYSTEMS, LLC**  
**FRANCHISE AGREEMENT**



\_\_\_\_\_  
[Location]

\_\_\_\_\_  
[Franchisee]

\_\_\_\_\_  
[Effective Date]

Dated. \_\_\_\_\_

(Date Signed)

\_\_\_\_\_  
Term

## Table of Contents

|                                                         | <u>Page</u> |
|---------------------------------------------------------|-------------|
| <b>PRELIMINARY STATEMENTS.. . . . .</b>                 | <b>1</b>    |
| <b>AGREEMENT .....</b>                                  | <b>2</b>    |
| <b>1. FRANCHISE.....</b>                                | <b>2</b>    |
| 1 1 Grant of Franchise                                  | 2           |
| 1 2 Franchisee                                          | 2           |
| 1 3 Franchised Office                                   | 2           |
| 1 4 Territory                                           | 2           |
| 1 5 Protected Territory                                 | 3           |
| 1 6 Orders Between Offices                              | 3           |
| 1 7 License of Non-Franchised Territories               | 3           |
| 1 8 Other Franchise Agreements                          | 3           |
| 1 9 Grant of Security Interest                          | 4           |
| <b>2. CONFIDENTIAL INFORMATION. ....</b>                | <b>4</b>    |
| 2 1 Confidential Information Definition                 | 4           |
| 2 2 Requirement of Confidentiality                      | 4           |
| <b>3 LICENSED MARKS AND AUTO DRIVEAWAY SYSTEM. ....</b> | <b>5</b>    |
| 3 1 Ownership                                           | 5           |
| 3 2 Limited Use and Infringement of the Licensed Marks  | 5           |
| 3 3 Notification of Infringements                       | 6           |
| 3 4 Different Licensed Marks                            | 6           |
| <b>4. TERM. ....</b>                                    | <b>6</b>    |
| <b>5. FRANCHISED OFFICE .....</b>                       | <b>6</b>    |
| 5 1 Franchised Office Not Determined                    | 6           |
| 5 2 Purchase Agreement or Lease                         | 7           |
| 5 3 No Representation                                   | 9           |
| 5 4 Opening of Business                                 | 9           |
| 5 5 Signage, Franchise Notice, and Lien                 | 9           |
| 5 6 Maintenance, Repairs, and Upgrades                  | 9           |
| 5 7 Relocation                                          | 10          |
| <b>6. FRANCHISOR'S OPERATING ASSISTANCE.. . . .</b>     | <b>10</b>   |
| 6 1 Prior to Opening                                    | 10          |

# **TABLE OF CONTENTS**Table of Contents (continued)

|                                                                                            | <u>Page</u>             |
|--------------------------------------------------------------------------------------------|-------------------------|
| 6 2 Ongoing Assistance                                                                     | 11                      |
| 6 3 Modification of Assistance Programs                                                    | <del>11</del> <u>12</u> |
| <b>7. FEES . . . . .</b>                                                                   | <b>12</b>               |
| 7 1 Initial Franchise Fee and Security Deposit                                             | 12                      |
| 7 2 Royalty Fees                                                                           | 12                      |
| 7 3 Gross Tariffs Defined                                                                  | 13                      |
| 7 4 Software Maintenance Fee                                                               | 13                      |
| 7 5 Delinquent Report Fee                                                                  | <del>13</del> <u>14</u> |
| 7 6 Unreported Shipment Fee                                                                | 14                      |
| 7 7 Incomplete Driver Documentation Fee                                                    | 14                      |
| 7 8 Bank Draft Plan                                                                        | 14                      |
| 7 9 Other Fees                                                                             | 14                      |
| <b>8 CONFIDENTIAL OPERATIONS MANUAL.....</b>                                               | <b>14</b>               |
| 8 1 Confidential Operations Manual                                                         | 14                      |
| 8 2 Compliance and Ownership                                                               | 15                      |
| 8 3 Confidentiality of the Confidential Operations Manual                                  | 15                      |
| 8 4 Revisions to Confidential Operations Manual                                            | 15                      |
| 8 5 Updating the Confidential Operations Manual                                            | 15                      |
| <b>9 NON DISCLOSURE AND NON-COMPETITION ....</b>                                           | <b>15</b>               |
| 9 1 In-Term Non-Competition                                                                | 15                      |
| 9 2 Post-Term Non-Competition                                                              | 16                      |
| 9 3 Enforcement and Injunction                                                             | 16                      |
| 9 4 Assignment of Improvements Developed by Franchisee                                     | <del>16</del> <u>17</u> |
| 9 5 Third Party Non-Disclosure                                                             | 17                      |
| 9 6 Competitive Business                                                                   | 17                      |
| <b>10 GOVERNING DOCUMENTS, REPORTS REQUIRED BY FRANCHISOR, ACCOUNTING AND AUDITS .....</b> | <b>17</b>               |
| 10 1 Governing Documents and Authority                                                     | 17                      |
| 10 2 Ten-Day Reports                                                                       | 18                      |
| 10 3 Required Reports                                                                      | 18                      |
| 10 4 Delinquent Reports                                                                    | 18                      |
| 10 5 Franchisor's Right to Audit and Inspect                                               | <del>18</del> <u>19</u> |



# **TABLE OF CONTENTS** Table of Contents (continued)

|                                                     | <u>Page</u>                   |
|-----------------------------------------------------|-------------------------------|
| 10 6 Computer System and Access                     | 19                            |
| 10 7 Accounting System                              | <del>19</del> <u>20</u>       |
| <b>11. ADVERTISING AND MARKETING..... . . . .</b>   | <b>20</b>                     |
| 11 1 Local Advertising                              | 20                            |
| 11 2 First Year Advertising                         | 20                            |
| 11 3 Internet                                       | 20                            |
| 11 4 Advertising in Non-Franchised Territories      | 20                            |
| 11 5 Miscellaneous                                  | <del>20</del> <u>21</u>       |
| 11 6 Advertising and Promotional Fund Contributions | 21                            |
| 11 7 Online Presence/Social Networking              | <del>21</del> <u>22</u>       |
| <b>12. STANDARDS OF OPERATION . . . . .</b>         | <b>22</b>                     |
| 12 1 Standards and Specifications                   | 22                            |
| 12 2 Management                                     | 22                            |
| 12 3 Hours of Operation                             | 22                            |
| 12 4 Securing Drivers                               | <del>22</del> <u>23</u>       |
| 12 5 Use of Customer Vehicles                       | 23                            |
| 12 6 Customer Service                               | 23                            |
| 12 7 Accident Reports                               | <del>23</del> <u>24</u>       |
| 12 8 System-wide Convention                         | <del>23</del> <u>24</u>       |
| 12 9 Professional Conduct                           | 24                            |
| 12 10 Voluntary Escrow of Funds with Franchisor     | 24                            |
| 12 11 Restrictions on Products and Services         | 24                            |
| 12 12 Approved Suppliers                            | <del>24</del> <u>25</u>       |
| 12 13 Future Business Investments                   | 25                            |
| 12 14 Call Center                                   | 25                            |
| 12 15 Business Practices                            | 25                            |
| <b>13 LOSS COVERAGE AND INSURANCE . . . . .</b>     | <b><del>25</del><u>26</u></b> |
| 13 1 Vehicle Coverage                               | <del>25</del> <u>26</u>       |
| 13 2 Claims and Losses                              | <del>25</del> <u>26</u>       |
| 13 3 Insurance Requirement                          | 26                            |
| 13 4 Delivery of Insurance Certificates             | 26                            |
| 13 5 Non-Compliance                                 | 26                            |

**TABLE OF CONTENTS** Table of Contents (continued)

|                                                                                         | <u>Page</u>        |
|-----------------------------------------------------------------------------------------|--------------------|
| 13 6 No Relief from Liability                                                           | <u>2627</u>        |
| <b>14. RELATIONSHIP AND INDEMNIFICATION</b> .....                                       | <b><u>2627</u></b> |
| 14 1 Independent Contractor                                                             | <u>2627</u>        |
| 14 2 Indemnification                                                                    | 27                 |
| <b>15. TAXES, COMPLIANCE WITH LAWS AND PERMITS, AND INDEBTEDNESS.</b> .. .              | <b>27</b>          |
| 15 1 Taxes                                                                              | 27                 |
| 15 2 Compliance with Laws and Permits                                                   | 27                 |
| 15 3 Indebtedness                                                                       | <u>2728</u>        |
| <b>16. CONDITIONS TO PURCHASE YOUR FRANCHISE, NEW FRANCHISEE, FRANCHISEE FEE.</b> ..... | <b><u>2728</u></b> |
| <b>17. LIMITATIONS ON SALE OF FRANCHISE</b> .....                                       | <b><u>2829</u></b> |
| 17 1 Consent Required                                                                   | <u>2829</u>        |
| 17 2 Additional Conditions                                                              | 29                 |
| 17 3 Effect, Information                                                                | 29                 |
| <b>18 RIGHT OF FIRST REFUSAL</b> .....                                                  | <b><u>2930</u></b> |
| 18 1 Right                                                                              | <u>2930</u>        |
| 18 2 Non-Exercise                                                                       | 30                 |
| <b>19 CONDITIONS FOR SALE UPON DEATH OR DISABILITY, RIGHT TO APPOINT MANAGER.</b> ..    | <b><u>3031</u></b> |
| 19 1 Conditions                                                                         | <u>3031</u>        |
| 19 2 Right to Appoint Manager                                                           | 31                 |
| 19 3 Transfer by Franchisor                                                             | 31                 |
| <b>20 RENEWAL</b> . . .                                                                 | <b><u>3132</u></b> |
| 20 1 Renewal Term                                                                       | <u>3132</u>        |
| 20 2 Renewal Requirements                                                               | 32                 |
| 20 3 Statutory Notice                                                                   | 33                 |
| <b>21 DEFAULT AND TERMINATION.</b> .....                                                | <b>33</b>          |
| 21 1 Termination by Consent of the Parties                                              | 33                 |
| 21 2 Termination by Franchisor – Incurable Defaults                                     | 33                 |
| 21 3 Termination by Franchisor - Curable Defaults                                       | 35                 |

**TABLE OF CONTENTS****Table of Contents (continued)**

|                                                               | <u>Page</u>        |
|---------------------------------------------------------------|--------------------|
| <b>22. CONTINUING LIABILITY...</b>                            | <b>35</b>          |
| <b>23. POST-TERM OBLIGATIONS....</b>                          | <b><u>3536</u></b> |
| 23 1 Franchise                                                | <u>3536</u>        |
| 23 2 Orders                                                   | 36                 |
| 23 3 Reports                                                  | 36                 |
| 23 4 Confidential Information                                 | 36                 |
| 23 5 Inventory                                                | 36                 |
| 23 6 Financial Statements                                     | 36                 |
| 23 7 Advertising                                              | <u>3637</u>        |
| 23 8 Licensed Marks                                           | <u>3637</u>        |
| 23 9 Obligations                                              | 37                 |
| <b>24. RIGHT TO SPECIFIC PERFORMANCE AND INJUNCTION. . .</b>  | <b>37</b>          |
| <b>25. LATE FEES, INTEREST, APPLICATION OF PAYMENTS. ....</b> | <b><u>3738</u></b> |
| 25 1 Late Fees and Interest                                   | <u>3738</u>        |
| 25 2 Application of Payments                                  | 38                 |
| <b>26 DISPUTE RESOLUTION. ....</b>                            | <b>38</b>          |
| 26 1 Negotiation                                              | 38                 |
| 26 2 Arbitration                                              | 38                 |
| 26 3 Time Limitation                                          | 38                 |
| 26 4 Exclusions                                               | <u>3839</u>        |
| 26 5 Governing Rules                                          | 39                 |
| 26 6 No Waiver, Provisional Remedies                          | 39                 |
| 26 7 Arbitrator Qualifications and Powers, Awards             | <u>3940</u>        |
| 26 8 Damages Limitation                                       | 40                 |
| 26 9 Miscellaneous                                            | 40                 |
| 26 10 Arbitration Confidentiality                             | 40                 |
| 26 11 Class Action Waiver                                     | 40                 |
| 26 12 Enforcement                                             | <u>4041</u>        |
| <b>27. GENERAL CONDITIONS AND PROVISIONS .....</b>            | <b>41</b>          |
| 27 1 Enforcement Costs                                        | 41                 |
| 27 2 Governing Law                                            | 41                 |
| 27 3 Consent to Jurisdiction                                  | 41                 |

**Table of Contents (continued)**

|                                               | <u>Page</u> |
|-----------------------------------------------|-------------|
| 27 4 Joint and Several Liability              | 4142        |
| 27 5 Cumulative Rights and Remedies           | 4142        |
| 27 6 Injunctive Relief                        | 42          |
| 27 7 Waiver and Modification                  | 42          |
| 27 8 Notices                                  | 42          |
| 27 9 Approvals                                | 42          |
| 27 10 Entire Agreement                        | 4243        |
| 27 11 Successors and Assigns, Binding Effect  | 43          |
| 27 12 Severability                            | 43          |
| 27 13 Exhibits                                | 4344        |
| 27 14 Construction                            | 4344        |
| 27 15 Counterparts                            | 44          |
| <b>28 ACKNOWLEDGMENTS.</b>                    | <b>44</b>   |
| 28 1 Receipt of Agreement                     | 44          |
| 28 2 Receipt of Franchise Disclosure Document | 44          |
| 28 3 Access to Counsel and Advisors           | 44          |
| 28 4 True and Accurate Information            | 4445        |
| 28 5 Risk                                     | 45          |
| 28 6 Informed Decision                        | 45          |

## TABLE OF CONTENTS

### EXHIBITS

|                     |                                                                                                                                                 |
|---------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|
| EXHIBIT A –         | FRANCHISED OFFICE, TERRITORY                                                                                                                    |
| EXHIBIT B –         | LICENSED MARKS                                                                                                                                  |
| EXHIBIT C –         | ACKNOWLEDGEMENT REGARDING CONTROLLING PERSONS<br>AND BOUND PARTIES                                                                              |
| EXHIBIT D –         | <u>PROPERTY INTEREST (SPOUSAL) CONSENT AND WAIVER</u>                                                                                           |
| <u>EXHIBIT E –</u>  | <u>COLLATERAL ASSIGNMENT OF LEASE</u>                                                                                                           |
| EXHIBIT <u>EF</u> – | GUARANTY AND ASSUMPTION OF OBLIGATIONS                                                                                                          |
| EXHIBIT <u>FG</u> – | ASSIGNMENT OF TELEPHONE NUMBERS, FACSIMILE<br>NUMBERS, EMAIL ADDRESSES, URLS, AND SOCIAL MEDIA<br>ACCESS CREDENTIALS, SPECIAL POWER OF ATTORNEY |
| EXHIBIT <u>GH</u> – | FORM OF BANK AUTHORIZATION                                                                                                                      |
| EXHIBIT <u>HI</u> – | FORM OF NON-DISCLOSURE AND NON-COMPETITION<br>AGREEMENT                                                                                         |
| EXHIBIT <u>IJ</u> – | FORM OF GENERAL RELEASE                                                                                                                         |
| EXHIBIT <u>JK</u> – | FORM OF RENEWAL AMENDMENT                                                                                                                       |
| EXHIBIT <u>KL</u> – | STATE ADDENDA                                                                                                                                   |
| EXHIBIT <u>LM</u> – | SPECIAL STIPULATIONS                                                                                                                            |
| EXHIBIT <u>MN</u> – | ACKNOWLEDGMENT AT CLOSING                                                                                                                       |
| EXHIBIT <u>NO</u> – | RECEIPT FOR FRANCHISE AGREEMENT                                                                                                                 |

**AUTO DRIVEAWAY FRANCHISE SYSTEMS, LLC**

**FRANCHISE AGREEMENT**

THIS FRANCHISE AGREEMENT (this "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 20162017 (the "Effective Date"), by and between AUTO DRIVEAWAY FRANCHISE SYSTEMS, LLC, a Michigan limited liability company with its principal place of business located at 1 East 22<sup>nd</sup> Street, Suite 107, Lombard, Illinois 60148 ("Franchisor" or "Auto Driveaway" or "we" or "us"), and \_\_\_\_\_ a[n] [ENTITY TYPE/individual] with its principal place of business located at [ADDRESS] ("Franchisee" or "you")

**PRELIMINARY STATEMENTS**

A Our Products and Service We have developed a system for establishing, operating, and promoting "for-hire" motor carrier offices specializing in the secondary movement of automobiles, vans, trucks, and other vehicles for individuals and corporations ("Auto Driveaway Offices"), which includes the use and license of certain valuable service marks such as AUTO DRIVEAWAY, AD Design, and AUTO DRIVEAWAY CO and Design

B Our System We have expended substantial time, effort, and money to develop and acquire expertise in the development, operation, and promotion of our AutoDriveawayAuto Driveaway Offices We employ uniform standards, methods, techniques, expertise, procedures, and specifications we develop for establishing, operating, and promoting "for-hire" motor carrier offices specializing in secondary movement of automobiles, vans, trucks, and other vehicles for individuals and corporations (the "Auto Driveaway System"), all of which constitute trade secrets and proprietary information belonging to us

The distinguishing characteristics of the Auto Driveaway System include, without limitation, driveaway service, truckaway service, vehicle storage, detailing, overseas shipments, automobile insurance, and a license to use our United States Department of Transportation number, our federal MC number, our Illinois Department of Transportation number, our Common Carrier Authority Certificate, our Contract Carrier Authority Permit, and our Broker's License, operating methods, procedures, and techniques, recordkeeping and reporting, personnel management and training, marketing, merchandising, advertising, sales, and promotional techniques, and the Confidential Operations Manual, all of which may be changed, improved, further developed, or otherwise modified by us from time to time

C Our Licensed Marks There is a unique reputation and public recognition for products and services merchandised under the AutoDriveawayAuto Driveaway System, the trademarks and service marks identified on Exhibit B, and such other trade names, trademarks, service marks, designs, graphics, logos, and other commercial symbols, as well as materials in which we claim copynght protection as we may designate to be used in connection with the Franchise, whether registered or unregistered in the United States, foreign countries, or foreign registries (collectively, the "Licensed Marks"), and there is substantial goodwill associated with the AutoDriveawayAuto Driveaway Trade Name and the Licensed Marks

population density of a CBSA), as mutually determined by the Franchisor and Franchisee

#### 1.5 Protected Territory

Except as otherwise provided below, we will not establish or operate, or license another to establish or operate, another Auto Driveaway Office within the Franchised Territory. Another Auto Driveaway Office is permitted to enter the Franchised Territory to deliver a vehicle and to pick up a vehicle for Truckaway or CDL Service. We reserve the right to establish or operate, or license another to establish or operate, another Auto Driveaway Office within the Franchised Territory if a customer located within the Franchised Territory commits to ship at least one hundred (100) vehicles per year through our system and you refuse or are otherwise unable to handle such business. We reserve the right to acquire any Competitive Business with offices in the Franchised Territory.

#### 1.6 Orders Between Offices

As Franchisee, you are responsible for booking moves of vehicles, and when doing so, the Franchised Office is the **"Booking Office"**. When the vehicle is in the Franchised Territory and you will be moving the vehicle, the Franchised Office will also be the **"Shipping Office"**. Occasionally, a customer will request to move a vehicle that is located closer to another ~~Auto Driveaway~~ Auto Driveaway office. Auto Driveaway's software will determine the closest office to the vehicle (designated as the Shipping Office). Except for certain circumstances described in this Section 1.6, you are required to coordinate the move with the designated Shipping Office. If the designated Shipping Office is unable to service the move, you and the Shipping Office shall execute an "order pass" form in accordance with the Confidential Operations Manual acknowledging that you are to move the relevant vehicle(s). As Franchisor, we maintain service records for each Franchised Office in the Auto Driveaway System. If the Franchised Office's level of service falls below our standards, or you are otherwise in material default, which material default remains uncured after notice from us and an opportunity to cure, we may place the Franchised Office on a watch list or impose other sanctions on the Franchised Office. If a Franchised Office (including your Franchised Office) is on a watch list or is otherwise sanctioned by Franchisor, the Booking Office, upon notice to Franchisor, may elect not to use such sanctioned Franchised Office as the Shipping Office.

#### 1.7 License of Non-Franchised Territories

We may, in our sole discretion, license territories for which we have not granted a franchise (**"Non-Franchised Territories"**) to franchisees. If we choose to license Non-Franchised Territories, the terms of the license will be set forth in a separate license agreement, and the standards and specifications will be described in the Confidential Operations Manual.

#### 1.8 Other Franchise Agreements

You acknowledge that you are aware that we have in the past entered into and may in the future enter into franchise agreements with you or other franchisees at other locations containing terms and provisions different from those contained in this Agreement, even though the other franchise agreements are for the same general purpose as this Agreement. You are also aware that our obligations and rights in respect to our various franchisees may differ materially in certain

not to use any other marks except with our prior written consent. You understand and agree that any use of the Licensed Marks or Auto Driveaway System other than as expressly authorized by this Agreement without our prior written consent may constitute an infringement of our rights. You must sign an "Assignment of Telephone Numbers, Facsimile Numbers, Email Addresses, URLs, and Social Media Access Credentials, Special Power of Attorney" in the form attached hereto as **Exhibit FG**. You further agree that your right to use the Licensed Marks and Auto Driveaway System does not extend beyond the termination or expiration of this Agreement. You expressly covenant that, during the Term and thereafter, you shall not, directly or indirectly, infringe our rights, contest or aid others in contesting, anywhere in the world, the validity of our right to use the Licensed Marks or Auto Driveaway System, or take any other action against our interests.

### **3.3 Notification of Infringements**

(a) You shall notify us of any action, claim, or demand against you relating to the Licensed Marks immediately after you receive notice of said action, claim, or demand. Upon receipt of timely notice of an action, claim, or demand against you relating to the Licensed Marks, we shall have the sole right and duty to defend such action. You agree to fully cooperate with us and our Affiliates in such defense.

(b) You shall promptly notify us in writing of any possible infringement of the Licensed Marks or Auto Driveaway System or any use by others of a trademark, service mark, or other property that may be similar to the Licensed Marks that comes to your attention. You agree that we have the sole right to determine whether to take any action in response to any possible infringement or other illegal use and that we shall control any such action taken. You agree to fully cooperate with us and our Affiliates in any enforcement action.

### **3.4 Different Licensed Marks**

We reserve the right to change our Licensed Marks and the specifications for each when we believe, in our reasonable discretion, that the changes will benefit the Auto Driveaway System. You must promptly conform, at your own expense, to any such changes.

## **4 TERM.**

The term of this Agreement will begin as of the Effective Date and end on the third (3rd) anniversary thereof, subject to the default and termination provisions of this Agreement (the "Initial Term"). The Term is not related to or affected by the term of any lease, sublease, purchase, or other agreement related to the real property upon which the Franchise is located.

## **5 FRANCHISED OFFICE**

### **5.1 Franchised Office Not Determined**

In the event that the Franchised Office has not yet been determined as of the Effective Date, you shall, within ninety (90) days after the Effective Date, locate within the Franchised Territory a site suitable for operation of the Franchise and submit to us a written request for approval of your proposed site. We shall, within sixty (60) days of receiving your written request, notify you of our



approval or disapproval of your proposed site. At such time as the address for the Franchised Office has been determined, such address will be inserted into Exhibit A. If you are unable to procure an approved site and open the Franchised Office within six (6) months after the Effective Date, we may terminate this Agreement upon written notice to you.

## 5.2 Purchase Agreement or Lease

You may own, purchase, or lease real property from third parties for the establishment of the Franchise. You shall submit to us for approval a copy of the proposed purchase agreement or lease thirty (30) days prior to the proposed execution of the purchase agreement or lease. You shall not execute any such purchase agreement or lease prior to obtaining our approval, provided, however, that our failure to provide you with written approval or disapproval of the proposed purchase agreement or lease within fourteen (14) business days after we receive it shall constitute our approval.

(a) Any purchase agreement or lease must provide that we will be furnished copies of all sales information submitted by you to the owner or lessor. Any lease shall provide us

(i) The right to enter the Franchise to make any modification necessary to protect the Licensed Marks, and

(ii) A "Collateral Assignment of Lease" in substantially the same form as that attached hereto as Exhibit DE, executed by you and the lessor of the Franchised Office, providing us notice of your default of the lease, a right to cure such default and the right to assume the lease, as well as the further right to sublease or assign to an Auto Driveaway System unit franchise owner (and if we exercise our rights under the Collateral Assignment of Lease, we shall have the option to acquire all fixtures, equipment, and other leasehold improvements on the Franchised Office at fair market value), and/or

(iii) The right to act as prime lessee under the lease and to sub-lease such site to you.

(b) Each lease for the Franchised Office shall state that the premises shall be used only for an Auto Driveaway Office unless otherwise approved by us and contain substantially the provisions listed below. Absence of such provisions from the terms of any proposed lease shall be reasonable grounds for us to disapprove such lease.

(i) An acknowledgment by the lessor that (a) the tenant is a franchisee of Auto Driveaway Franchise Systems, LLC, a Michigan limited liability company involved in the franchising of "for-hire" motor carrier business, (b) the tenant must ensure that the operation of the "for-hire" motor carrier business in the leased premises shall be in compliance with the standards that the public has come to recognize and expect of Auto Driveaway Office, and (c) the "for-hire" motor carrier business must be operated in compliance with the standards established by Auto Driveaway Franchise Systems, LLC, as they may be from time to time revised,

shall be separately imposed for each Required Report that you fail to submit by the due date of such report

**7 6 Unreported Shipment Fee**

For each shipment not reported to us, you shall pay to us an administration fee of Two Hundred and Fifty Dollars (\$250 00)

**7 7 Incomplete Driver Documentation Fee**

For each shipment performed with incomplete driver documentation, you shall pay to us a fee ranging between Fifty Dollars (\$50 00) and Five Hundred Dollars (\$500 00)

**7 8 Bank Draft Plan**

You shall make payments of the Royalty Fees and all other amounts due to us through a bank draft plan on a bank account that you are required to establish and maintain for the purpose of making payments to us according to the terms of the Confidential Operations Manual or as we otherwise direct. You shall execute such documents as may be required from time to time by us to permit us to withdraw from your general operating account the amounts due to us. A form similar to Exhibit GH may be required by your financial institution authorizing the bank draft.

(a) In the event you fail to timely submit any Required Reports, we will withdraw an estimated amount for the Royalty Fees based on the average sales for the last two (2) reported months or any other reasonable estimate we determine.

(b) You may not make any change in your banking relationships, including any change in the account number of your general operating account, or any change in banks, without our prior written approval.

**7 9 Other Fees**

All merchandise, goods, fixtures, equipment, services, or other purchases by you from us, if any, shall be paid according to credit terms established by us at the time of purchase. We reserve the right to modify such credit terms from time to time.

**8. CONFIDENTIAL OPERATIONS MANUAL.**

**8 1 Confidential Operations Manual**

"Confidential Operations Manual" means and shall include, without limitation, our Confidential Operations Manual, Personnel Directory, and other items as may be provided in the future, including administration and managers manual(s), certain pamphlets, memoranda, e-mail, and other publications prepared by us and as may be added to, changed, modified, withdrawn, or otherwise revised by us setting out the standards, methods, procedures, and specifications of the Auto Driveaway System.

promptly disclose to us all ideas, concepts, methods, and techniques relating to the development and/or operation of the Franchise conceived or developed by you and/or your Affiliates or employees during the Term. All such materials created or conceived by you or in collaboration with others during the Term shall be our sole and exclusive property without further consideration to you and you hereby assign all right, title, and interest in such works to us. You agree to execute any documentation necessary to perfect our ownership rights, including, without limitation, copyright, trademark, and patent applications, assignments, and/or recordings as we may request.

#### 9.5 Third Party Non-Disclosure

You shall execute non-disclosure and non-competition agreements (in the form of Exhibit HJ attached hereto) with the Bound Parties that contain the restrictions of this Section. We shall be a third party beneficiary of such agreements and you shall not amend, modify, or terminate any such agreement without our prior written consent. You shall provide us with the contact information for each of these people and shall update such information as necessary.

#### 9.6 Competitive Business

"Competitive Business" means operating "for-hire" motor carrier businesses operating as either a common carrier or a contract carrier or any business which operates or grants franchises or licenses to others to operate a business that provides similar services and/or products as those offered by us. Competitive Business shall not include another Auto Driveaway Office operated by you.

### 10. GOVERNING DOCUMENTS, REPORTS REQUIRED BY FRANCHISOR, ACCOUNTING AND AUDITS.

#### 10.1 Governing Documents and Authority

If you are a corporation, limited liability company, partnership, or other entity:

(a) Upon execution (or transfer) of this Agreement, you shall furnish to us a copy of your Articles of Incorporation, Shareholders' Agreement, Certificate of Incorporation, Bylaws, and a list of shareholders showing the percentage interest of each. You shall promptly provide us copies of any amendments or changes to these documents. If your entity is other than a corporation, you shall furnish the corresponding documents that apply to your entity (e.g. Limited Liability Company Articles of Organization and Operating Agreement, Partnership Agreement).

(b) You shall provide copies of such corporate records material to the Franchise as we may request from time to time or as required by the Confidential Operations Manual,

(c) You shall maintain stop-transfer instructions on your corporate records against the transfer of any securities with voting rights, subject to the restrictions of this Agreement, and each stock certificate (or ownership interest certificate) shall have conspicuously endorsed upon it a legend in substantially the following form:

*"The sale, transfer, pledge, or hypothecation of this stock (membership, or partnership interest) is subject to the terms and conditions of the Auto*

*Driveaway Franchise Systems, LLC Franchise Agreement dated \_\_\_\_\_ between Auto Driveaway Franchise Systems, LLC and the issuer of these shares. Reference is made to the provisions of said Franchise Agreement and to the Articles and Bylaws of this corporation "*

(d) If there are any material changes to the circumstances of an owner of any interests (e.g., dissolution of corporate existence, marriage, domestic partnership) such that property rights impact the Franchise, that new person or entity must execute a Guarantee, the form of which is attached as Exhibit E, or a Property Interest (Spousal) Consent and Waiver, the form of which is attached as Exhibit D, waiving such rights.

## **10.2 Ten-Day Reports**

You shall submit three (3) ten-day reports for each month. You shall submit the ten-day reports in the format we specify. The ten-day reports for each month must be actually received by us on the twentieth (20<sup>th</sup>) of the month and the first (1<sup>st</sup>) and tenth (10<sup>th</sup>) day of the following month. Every shipment must be reported on the appropriate ten-day report.

## **10.3 Required Reports**

(a) **"Required Reports"** means those reports as described in the Confidential Operations Manual. The current Required Reports are the ten-day reports, P&L Statements, and annual financial statements.

(b) **Profit and Loss Reports** You must generate quarterly profit and loss statements (the **"P&L Statements"**) in the required format. You shall submit your quarterly P&L Statements to us within ten (10) days after the close of each calendar quarter.

(c) **Annual Reports** You shall submit annually a copy of your annual financial statements. The financial statements must be actually received by us within ninety (90) days after the close of the calendar year.

## **10.4 Delinquent Reports**

(a) **Delinquent Report** If any Required Report is received late for any reason, Franchisee shall be liable for the Delinquent Report Fee. Payment of such fee does not relieve you of your obligation to submit the report. The Delinquent Report Fee shall be separately imposed for each report that you fail to timely submit.

(b) **Preparation by Independent Accountants** If any Required Report is not timely received, we have the right to engage independent accountants to prepare the reports on your behalf and you agree to cooperate fully with the independent accountants. You shall bear all fees, costs, and any other expenses we incur in connection with the missing report preparation.

## **10.5 Franchisor's Right to Audit and Inspect**

(a) **Audit and Record Retention** We (or our agents) have the right to enter your Franchise and to examine, among other things, your office, operations, books, records, and tax

(a) the proposed transferee and its proposed general manager have satisfactorily completed the initial or other required training program prescribed by us (unless the proposed transferee or its general manager has been in the continuous employ of an Auto Driveaway Office and completed the initial training within two (2) years prior to the proposed transfer date),

(b) the proposed transferee has received a current franchise disclosure document at least fourteen (14) days before they are asked to sign any contract or pay any money to us or our affiliate,

(c) the proposed transferee agrees to operate the Franchise as an Auto Driveaway Franchise, and has agreed, in writing, to be bound by and has executed a copy of the then-current form of franchise agreement the provisions of which may differ materially from any and all of those contained in this Agreement, and all exhibits and ancillary agreements (e.g., Guarantee, Property Interest (Spousal) Consent and Waiver) then being offered by us to prospective franchisees.

(d) the proposed transferee has the right to occupy the Franchised Office for the balance of the Term,

(e) we have received payment of the "Assignment Franchise Fee" of seven thousand five hundred dollars (\$7,500),

(f) any breach by you of your contractual obligations to us has been cured,

(g) all amounts due and owing to us, our Affiliates, or third parties whose debts or obligations we have guaranteed on your behalf, if any, are paid in full, or arrangements have been made for the assumption of those obligations by Your Successor in a manner approved by us,

(h) all sums payable by you to any third party pursuant to any agreement between you and any third party relating to the Franchise, the fixtures or equipment, the Franchised Office, or the financing of the initial franchise fee described in Section 7.1 (Initial Franchise Fee and Security Deposit) have been paid,

(i) you execute a general release, in a form satisfactory to us, of any and all claims against us, our Affiliates, and their respective shareholders, officers, directors, employees, and agents (see sample form attached as Exhibit IJ),

(j) All taxes due and owing to federal, state, county, or local taxing authorities have been paid in full and we have been given written proof of such payment

## **17. LIMITATIONS ON SALE OF FRANCHISE**

### **17.1 Consent Required**

To ensure your personal responsibility for the operation of the Franchise and to protect the Auto Driveaway trade name, Licensed Marks, Auto Driveaway System, goodwill and reputation, and the Confidential Information for our benefit, your benefit and that of all of our franchisees, you

which you may execute in connection with a renewal of this Franchise

## 20.2 Renewal Requirements

Franchisor will provide you timely written notice of your eligibility for a renewal (a "Renewal Notice"). That notice will specify a time period during which you may accept the renewal and return the required documents. If you are not eligible for a renewal, you will receive notice that this Agreement will expire in accordance with its terms and will not be renewed. In order to be eligible for renewal, the following conditions must be met:

(a) You have responded to the Renewal Notice by providing us with executed copies of the then-current franchise agreement and all exhibits thereto including a renewal amendment exhibit. These documents must be received by us not less than one hundred eighty (180) days prior to the end of the Initial Term,

(b) You deliver to us with your franchise agreement, in lieu of the Initial Franchise Fee as set forth in the form of franchise agreement then being offered by us, our then-current renewal fee, if any. Currently there is no renewal fee,

(c) You are not in material default under any provision or amendment of this Agreement or any other agreement between you and us, including those defaults listed in Section 21.2,

(d) You have the right to remain in possession of the Franchised Office for the duration of the Renewal Term,

(e) You have executed our then-current franchise agreement and all exhibits thereto including a renewal amendment exhibit. These agreements shall supersede this Agreement in all respects and the terms may differ significantly from the terms of this Agreement, including, a different royalty rate or fee structure or different advertising fee rates,

(f) You have executed a general release, in a form prescribed by us, of any and all claims against us and our Affiliates, and any respective officers, directors, agents, and employees in their corporate and individual capacities through the date of renewal (see example attached as Exhibit IJ),

(g) You have complied with our then-current training requirements, including, without limitation, training requirements specifically designed for renewing franchisees,

(h) You have paid all sums payable by you to any third party pursuant to any agreement between you and any third party relating to the Franchise, the fixtures or equipment, the Franchised Office, or the financing of the Initial Franchise Fee, and

(i) If required by us, you will agree, at your expense, to make such capital expenditures necessary to remodel, modernize, and redecorate the Franchise to conform to the then-current standards as outlined by us in writing.

## **23.2 Orders**

Surrender to us all orders currently in your possession for present or future shipment and any and all vehicles you possess for transportation or storage-in-transit

## **23.3 Reports**

Submit all outstanding Required Reports and pay all sums owing to us, including those invoiced to you after this Agreement expires or is terminated. Such sums shall include, but not be limited to, actual and consequential damages, costs and expenses (including reasonable attorneys' fees) incurred by us as a result of your default or breach.

## **23.4 Confidential Information**

Return to us the Confidential Operations Manual and all trade secret and other confidential materials, including, without limitation, any customer lists or client lists, equipment, other Auto Driveaway property, and all copies thereof whether in written, electronic, or other form. You shall retain no copy or record of any of the foregoing, provided that you may retain your copy of this Agreement, any correspondence between the parties, and any other document that you reasonably need for compliance with any law.

## **23.5 Inventory**

Return to us all materials bearing the Licensed Marks or other indicia of Auto Driveaway.

## **23.6 Financial Statements**

If we are not satisfied with the accuracy or fairness of your financial statements, or they are not available, we may have our accountants conduct an audit of your records and such results will be binding. Any cost for such audit will be paid equally by you and us.

## **23.7 Advertising**

Take such action as we may require to transfer and assign to us or our designee or to disconnect and forward all telephone numbers, facsimile numbers, white and yellow page telephone references and advertisements, all trade and similar name registrations, and business licenses and to cancel any interest that Franchisee may have in the same, including, without limitation, any action necessary to perform your obligations under the Assignment of Telephone Numbers, Facsimile Numbers, E-mail Addresses, URLs, and Social Media Access Credentials, Special Power of Attorney attached as Exhibit FG.

## **23.8 Licensed Marks**

Cease to use in advertising, or in any manner whatsoever, any methods, procedures, or techniques associated with the Auto Driveaway System in which we have a proprietary right, title, or interest, cease to use the Licensed Marks and any other marks and indicia of operation associated with the Auto Driveaway System and remove all trade dress, physical characteristics, color combinations, and other indications of operation under the Auto Driveaway System from the

**EXHIBIT D**  
**(to Franchise Agreement)**

**PROPERTY INTEREST (SPOUSAL) CONSENT AND WAIVER**

The purpose of this waiver is to affect your property rights. This waiver operates effectively as a post-nuptial agreement as it supersedes and amends any prior understanding or agreement between you, the Waiving Party (as defined below) and the Franchise Owner (as defined below), whether written or oral. You are hereby advised to consult with counsel of your choosing before executing this Waiver.

Initials. \_\_\_\_\_

The undersigned spouse, partner (as that may be defined under applicable state law), civil union participant, or recognized spouse under common law marriage (the "Waiving Party"), hereby represents that he/she is a \_\_\_\_\_ (State) resident and is the spouse, partner (as that may be defined under applicable state law), civil union participant, or recognized spouse under common law marriage of \_\_\_\_\_ ("Franchise Owner"). The Waiving Party acknowledges and understands that Franchise Owner or a corporation, partnership or limited liability company in which Franchise Owner is a principal owner (the "Franchisee"), will be entering, or has already entered into a Franchise Agreement with Auto Driveaway Franchise Systems, LLC ("Franchisor") to acquire an Auto Driveaway franchise and to establish and operate a single Auto Driveaway office. The Waiving Party hereby waives any right, now or in the future, to assert a community property or quasi community property interest in the franchise, the Franchise Agreement, the Auto Driveaway office or in the Franchisee. The Waiving Party understands that in the absence of this Property Interest (Spousal) Consent and Waiver, Franchisor, as a condition of granting the Auto Driveaway franchise to Franchise Owner, would have required the Waiving Party to personally enter into the Franchise Agreement or to execute a personal guaranty of all of Franchisee's obligations under the Franchise Agreement. The Waiving Party represents and agrees that the waiver of this condition by Franchisor is sufficient consideration for this Property Interest (Spousal) Consent and Waiver. The Waiving Party understands that if the Waiving Party did not wish to provide this Property Interest (Spousal) Consent and Waiver, the Waiving Party could have agreed to personally execute the Franchise Agreement or the personal guaranty. The Waiving Party hereby represents and acknowledges that the Waiving Party knowingly and deliberately elected not to do so and to instead provide this Property Interest (Spousal) Consent and Waiver. If notwithstanding this Property Interest (Spousal) Consent and Waiver, the Waiving Party claims or is awarded in a legal action a community property interest, quasi community property interest, or other ownership interest in the franchise, the Franchise Agreement, the Auto Driveaway office or in Franchisee, other than by way of a transfer approved in writing by Franchisor as provided in the Franchise Agreement, the Waiving Party hereby agrees, without further action or execution of further instruments, that at our option, (i) the Waiving Party will be personally bound by all of the terms of the Franchise Agreement and be liable for the performance of all obligations thereunder, or (ii) the claim or awarding of such interest in the franchise, the Franchise Agreement, the Auto Driveaway office or in Franchisee constitutes grounds for termination of the Franchise Agreement as an unapproved transfer.

[Signature Page to Follow]



Signature.

Name. Dated.

Witnesses

Signature.

Name Dated

Signature

Name. Dated.

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF C O O K )

Signed or attested before me on (date) by (name/s of  
person/s).

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

(Notarial Seal)

**EXHIBIT E**  
**(to Franchise Agreement)**

**COLLATERAL ASSIGNMENT OF LEASE**

FOR VALUE RECEIVED, the undersigned ("Assignor") hereby assigns, transfers, and sets over unto Auto Driveaway Franchise Systems, LLC, a Michigan limited liability company ("Assignee") all of Assignor's right, title, and interest as tenant in, to, and under that certain lease, a copy of which is attached hereto (the "Lease") respecting premises commonly known as

\_\_\_\_\_ (the "Premises") This Assignment is for collateral purposes only and except as specified herein, Assignee shall have no liability or obligation of any kind whatsoever arising from or in connection with this Assignment or the Lease unless Assignee shall take possession of the premises demised by the Lease pursuant to the terms hereof and shall expressly agree in writing to assume the obligations of Assignor there-under

In the event Assignor owns the land and/or building in which the office is located, Assignor does hereby grant an option to Assignee or its designee to lease such premises on a triple-net basis for the remainder of the then-current term of the Franchise Agreement (as defined below), at a reasonable commercial rental rate, as determined by a licensed commercial real estate broker selected by Assignee

Assignor represents and warrants to Assignee that it has full power and authority to so assign the Lease and its interest therein and that Assignor has not previously, and is not obligated to, assign or transfer any of its interest in the Lease or the premises demised thereby

Upon a default by Assignor under the Lease or under the franchise agreement for an Auto Driveaway Office to be operated at the Premises, between Assignee and Assignor (the "Franchise Agreement"), or in the event of a default by Assignor under any document or instrument securing said Franchise Agreement, Assignee shall have the right and is hereby empowered to take possession of the Premises, expel Assignor there-from, and, in such event, Assignor shall have no further right, title, or interest in the Lease

Assignor agrees that it will not suffer or permit any surrender, termination, amendment, or modification of the Lease without the prior written consent of Assignee. Throughout the term of the Franchise Agreement and any renewals thereof, Assignor agrees that it shall elect and exercise all options to extend the term of or renew the Lease not less than thirty (30) days prior to the last day that said option must be exercised, unless Assignee otherwise agrees in writing, and upon failure of Assignor to so elect to extend or renew the Lease as aforesaid, Assignor hereby appoints Assignee as its true and lawful attorney-in-fact to exercise such extension or renewal options in the name, place, and stead of Assignor for the sole purpose of effecting such extension or renewal

Assignor acknowledges and agrees that Auto Driveaway Franchise Systems, LLC, a Michigan limited liability company, is an intended third party beneficiary of this instrument, and as

such may enforce its terms, and effect the assignment from Assignor without the requirement of obtaining Assignor's written consent or assent to such assignment

The parties agree that this Collateral Assignment shall be effective and binding upon Assignor upon Assignor's execution, whether or not Lessor executes its consent below

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**Assignor.**

By \_\_\_\_\_

Title \_\_\_\_\_

**Lessor's Consent**

The undersigned, \_\_\_\_\_ ("Lessor"), as Lessor of the above-described Premises, hereby confirms its consent to the Collateral Assignment and releases Assignor from all further obligations under the Lease which accrue upon Assignee's assuming the Lease. Lessor acknowledges that upon a default by Assignor under the Lease or under the franchise agreement for an Auto Driveaway Office to be operated at the Premises, between Assignee and Assignor (the "Franchise Agreement"), or in the event of a default by Assignor under any document or instrument securing said Franchise Agreement, Assignee shall have the right to take an assignment of the Lease

**Lessor**

By \_\_\_\_\_

Title \_\_\_\_\_

**EXHIBIT EF**  
**(to Franchise Agreement)**

**GUARANTY AND ASSUMPTION OF OBLIGATIONS**

THIS GUARANTY AND ASSUMPTION OF OBLIGATIONS is given this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, an individual (if more than one person, collectively, "Guarantor" or "you")

1 In consideration of, and to induce Auto Driveaway Franchise Systems, LLC ("we" or "us") to enter into a franchise agreement dated \_\_\_\_\_, 20\_\_\_\_ (the "Franchise Agreement"), with \_\_\_\_\_ ("Franchisee"), each of the undersigned hereby personally and unconditionally (a) guarantees to us, and our successors and assigns, for the term of the Franchise Agreement and thereafter as provided in the Franchise Agreement, that you will punctually pay and perform each and every undertaking, agreement and covenant set forth in the Franchise Agreement, and (b) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Franchise Agreement, both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities, including without limitation the indemnity provisions (all of which will be referred to as the "Obligations")

2 Each of the undersigned waives (1) acceptance and notice of acceptance by us of the foregoing undertakings, (2) notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed, (3) protest and notice of default to any party with respect to the indebtedness or nonperformance of obligations hereby guaranteed, (4) any right he or she may have to require that an action be brought against you or any other person as a condition of liability, (5) any and all other notices and legal or equitable defenses to which he or she may be entitled, and (6) any right to disclosures from us regarding your financial condition or that of any Guarantor

3 Each of the undersigned consents and agrees that (1) his or her direct and immediate liability under this Guaranty and Assumption Of Obligations will be joint and several, (2) he or she will render any payment or performance required under the Franchise Agreement upon demand if you fail or refuses punctually to do so, (3) such liability will not be contingent or conditioned upon pursuit by us of any remedies against you or any other person, (4) such liability will not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which we may from time to time grant to you or to any other person, including without limitation the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which will in any way modify or amend his or her guaranty, which will be continuing and irrevocable during the term of the Franchise Agreement, and (5) no claim, including a claim for contribution or subrogation, which any of the undersigned may have against a co-guarantor of any of the Obligations or you will be enforced nor any payment accepted until the Obligations are paid in full and the payments are not subject to any right of recovery

[signature page follows]

**EXHIBIT EF**  
**(to Franchise Agreement)**

**GUARANTY AND ASSUMPTION OF OBLIGATIONS**  
**(continued)**

IN WITNESS WHEREOF, each of the undersigned has executed this Guaranty and Assumption of Obligations on the date set across from his or her respective signature

\_\_\_\_\_  
DATE

\_\_\_\_\_  
(signature)  
Guarantor \_\_\_\_\_

\_\_\_\_\_  
DATE

\_\_\_\_\_  
(signature)  
Guarantor \_\_\_\_\_

\_\_\_\_\_  
DATE

\_\_\_\_\_  
(signature)  
Guarantor \_\_\_\_\_

\_\_\_\_\_  
DATE

\_\_\_\_\_  
(signature)  
Guarantor \_\_\_\_\_

**EXHIBIT FG**  
**(to Franchise Agreement)**

**ASSIGNMENT OF TELEPHONE NUMBERS, FACSIMILE NUMBERS, EMAIL  
ADDRESSES, URLS, AND SOCIAL MEDIA ACCESS CREDENTIALS; SPECIAL  
POWER OF ATTORNEY**

1. \_\_\_\_\_ [Franchisee's legal name] ("Franchisee," "you"), to induce Auto Driveaway Franchise Systems, LLC ("Auto Driveaway" "us") to grant you a franchise, hereby assigns to us all telephone numbers, facsimile numbers, facsimile numbers, email addresses, URLs, online and social media resources and access credentials, and listings where you advertise, publicize, or otherwise make yourself known to customers or the public in the operation of an Auto Driveaway Office (meaning an Auto Driveaway franchised office), both now and in the future, in the Core-Based Statistical Area where the Auto Driveaway Office is operated
2. This assignment will automatically become effective immediately upon issuance of a Notice of Termination (meaning termination, expiration, or nonrenewal) of your Auto Driveaway Office. When the Franchise is terminated, you agree to do whatever is necessary to cause the companies providing service to the Auto Driveaway Office to promptly transfer its telephone number(s), facsimile number(s), email address(es), URL(s), online and social media resources, and associated directory and any other listings to us or our designee
3. You agree to pay such service providers, on or before the date when the Franchise is terminated, all amounts you owe them in connection with the service, account, listing, directory, or directories as the case may be. You further agree to indemnify us for any amounts, obligations, or expenses, including legal fees, that we must pay the service providers before the service providers will carry out this Agreement
4. You appoint us as your attorney-in-fact to sign any documents and do anything(s) necessary to carry out this Agreement if you fail to sign or to do them within three (3) business days after the date of a Notice of Termination of the Franchise Agreement. You further agree to indemnify us for any expenses, including legal fees, that we incur which would not have been incurred if you had performed as promised under this Agreement

Dated \_\_\_\_\_

**FRANCHISEE:**

By \_\_\_\_\_

Name \_\_\_\_\_

Its \_\_\_\_\_

**EXHIBIT GH**  
**(to Franchise Agreement)**

**FORM OF BANK AUTHORIZATION**

**AUTHORIZATION TO HONOR CHECKS OR ELECTRONIC FUNDS TRANSFER DRAWN BY AND PAYABLE TO AUTO DRIVEAWAY FRANCHISE SYSTEMS, LLC**

|                                             |                         |                                     |
|---------------------------------------------|-------------------------|-------------------------------------|
| <b>BANK ACCOUNT IN THE NAME OF</b><br><br>1 | <b>STORE #</b><br><br>2 | <b>BANK ACCOUNT NUMBER</b><br><br>3 |
|---------------------------------------------|-------------------------|-------------------------------------|

To the Bank Designated

You are hereby requested and authorized to honor and to charge to the account described, checks or automated clearing house transfer ("ACH") drawn on such account which are payable to the above named Payee. The name(s) of the depositor(s) on such checks will be printed by standard business machines. It is agreed that your rights with respect to each such check or ACH shall be the same as if it bore a signature authorized for such account. It is further agreed that if any such check or ACH is not honored, whether with or without cause you shall be under no liability whatsoever. This authorization shall continue in force until revocation in writing is received by you.

\_\_\_\_\_  
Name of Franchisee (please print)

Date \_\_\_\_\_

\_\_\_\_\_  
Signature of Franchisee

|                                   |
|-----------------------------------|
| <b>FULL NAME OF BANK</b><br>6     |
| <b>STREET ADDRESS</b><br>7        |
| <b>CITY, STATE, ZIP CODE</b><br>8 |

Drawee Bank Please Note There is an Indemnification Agreement below

## Indemnification Agreement

To the Bank Designated

In consideration of your compliance with the request and authorization printed on the Authorization Form hereof, the Payee agrees with respect to any such action

(1) To Indemnify you and hold you harmless from any loss you may suffer as a consequence of your actions resulting from or in connection with the execution and issuance of any check, ACH, draft or order, whether or not genuine, purporting to be executed by the Payee and received by you in the regular course of business for the purpose of payment, including any costs or expenses reasonably incurred in connection herewith

(2) To Indemnify you for any loss arising in the event that any such check, ACH, draft or order shall be dishonored, whether with or without cause and whether intentionally or inadvertently

(3) To defend at our own cost any action which might be brought by any depositor or any other persons because of your actions taken pursuant to the foregoing request, or in any manner arising by reason of your participation.

### NOTICE TO OPERATOR

- 1 ATTACH ONE (1) VOIDED CHECK HERE
- 2 BE SURE ALL EIGHT (8) NUMBERED SPACES SHOWN ABOVE ARE COMPLETED
- 3 SIGN AND RETURN ALL THREE (3) COPIES IMMEDIATELY

---

Auto Driveaway Franchise Systems, LLC



**EXHIBIT HJ**  
**(to Franchise Agreement)**

**FORM OF NON-DISCLOSURE AND NON-COMPETITION AGREEMENT**

This Agreement is made as of \_\_\_\_\_, 20\_\_\_\_. The parties to this Agreement are Auto Driveaway Franchise Systems, LLC ("Franchisor"), \_\_\_\_\_ (the "Company") and \_\_\_\_\_, an individual ("Affiliate")

**RECITALS**

A The Company is in the business of operating a "for-hire" motor carrier business offering transportation services under the name "Auto Driveaway" pursuant to a Franchise Agreement with Franchisor. In connection with the Company's business, the Company will be using Franchisor's proprietary and confidential information including trade secrets and information relating to the Auto Driveaway System that is competitively advantageous and not generally known by the public, whether or not in written or tangible form and regardless of the media (if any) on which it is stored, including, without limitation, operating systems and techniques, record keeping and reporting methods, accounting systems, customer lists, management systems and techniques, training techniques, specifications for signs, displays, business forms, and business stationery to be used by franchisees, designs, the Confidential Operations Manual, ideas, proprietary software, research and development, know-how, unpublished lists of franchisees and suppliers, suggested pricing and cost information, business and marketing plans and proposals, and any copies thereof (collectively the "Confidential Information")

B During the course of Affiliate's affiliation with the Company, Affiliate will have access and learn from the Company much or all of the Confidential Information.

C In light of the above facts and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows

1 **Importance of Confidential Information** Affiliate acknowledges that (a) Affiliate has learned and/or will learn Confidential Information during Affiliate's affiliation with the Company; (b) this Confidential Information is an important asset of the Company and Franchisor, and (c) it is important to keep the Confidential Information confidential in order for the Company and Franchisor to protect their businesses and to maintain their competitive advantages

2 **Agreement to Maintain Confidentiality** Affiliate agrees that both during and after the termination of Affiliate's affiliation with the Company, Affiliate will (a) guard and protect the Confidential Information so it does not fall into the hands of the Company's or Franchisor's competitors or potential competitors or the general public, (b) refrain from using the Confidential Information for Affiliate's own benefit or that of any other person or entity; (c) refrain from disclosing the Confidential Information to any other person or entity, unless authorized by the

Company Affiliate agrees that "use" and "disclosure" of the Confidential Information include use and disclosure through memorization and not only through use or disclosure of written material

3 **Exceptions** The Company agrees that the Confidential Information does not include information which Affiliate can demonstrate came to Affiliate's attention before Affiliate learned it from the Company or which has become, through authorized disclosure by others, "public domain" information (i.e., information freely available to everyone)

4 **Return of Materials** If Affiliate's relationship with the Company ends for any reason, Affiliate agrees to immediately return to the Company any of the Confidential Information in Affiliate's possession or under Affiliate's control

5 **Non-Competition** Affiliate agrees that in order to guard against the improper use of the Confidential Information and to avoid unfair competition with the Company and/or Franchisor, Affiliate will not

- a. During the term of Affiliate's affiliation with the Company, and for a period of twenty-four (24) months following the termination of Affiliate's affiliation with the Company, for whatever reason, within a radius of fifty (50) miles of the location of any and all of the Company's or Franchisor's Auto Driveaway offices (or other name by which the Company or Franchisor is conducting business), directly or indirectly, manage, operate, control, be employed by, participate in or be connected in any manner with the ownership, management, control, or operation of any business similar to the type of business conducted by the Company as aforesaid
- b. During the term of Affiliate's affiliation with the Company, and for a period twenty-four (24) months following the termination of Affiliate's affiliation with the Company, for whatever reason, either directly or indirectly, for Affiliate's own account, or as an employee, consultant, partner, joint venturer, owner, officer, director or stockholder of any person, firm, partnership, corporation, limited liability company, or any other entity or in any other capacity, in any way, assist in soliciting, diverting, taking away or interfering with any of the Company's employees, business, customers, trade or patronage
- c. The Affiliate agrees the restrictive covenants set forth above should not be construed to prevent Affiliate from being gainfully employed either in a non-competing business anywhere, or in a competing business that is outside the geographical limitation set forth in this Section, or after the restricted time period set forth in this Section.

6 **Assignment of Discoveries, Inventions, and Improvements** Affiliate agrees that because of Affiliate's affiliation with the Company, Affiliate may from time to time develop discoveries, inventions, improvements and ideas (collectively called "New Ideas") relating to the Company's business. Affiliate agrees to disclose Affiliate's New Ideas to the Company and agrees that any of those New Ideas which are applicable to the Company's business will belong solely to the Company or Franchisor, as applicable. Affiliate hereby assigns all right, title, and interest in and to all New

Ideas developed on Company's premises, with Company's or Franchisor's resources, Confidential Information, or contributions

7 **Remedies** Affiliate agrees that in order to protect the Company's and Franchisor's interests if there is a breach or threatened breach of this Agreement, the Company or Franchisor will be entitled to obtain, in addition to any other remedy, a temporary or permanent injunction and consent order for specific performance of this Agreement, without being required to furnish a bond or other security in excess of one thousand dollars (\$1,000) If an injunction is issued, but is later vacated, Affiliate agrees to waive any claim for damages as a result of the issuance of the injunction Affiliate agrees that if Affiliate has any claims or causes of action against the Company or Franchisor arising out of Affiliate's affiliation with the Company, such claims or causes of action will not constitute defenses to the Company's or Franchisor's enforcement of this Agreement Affiliate further agrees to indemnify and hold the Company and Franchisor harmless from any loss or expenses (including attorney's fees) the Company or Franchisor incurs as a result of Affiliate's breach of this Agreement

8 **Enforceability** The Company and Affiliate both agree that if any provision of this Agreement is deemed too restrictive in scope, it will be deemed modified to protect Franchisor and its confidential information to the maximum extent that the court finds enforceable

9 **Third Party Beneficiary** The parties acknowledge and agree that Franchisor is an intended third party beneficiary of this Agreement, and accordingly, that Franchisor as well as the Company shall have the right to enforce the provisions of this Agreement against Affiliate

10 **Waiver** If at any time with respect to any particular incident or breach, the Company or Franchisor does not exercise its rights under this or any similar Agreement, it will not preclude the Company or Franchisor from doing so in any same or similar situation that subsequently occurs

COMPANY.

AFFILIATE.

By \_\_\_\_\_

\_\_\_\_\_

Title \_\_\_\_\_

**EXHIBIT IJ**  
**(to Franchise Agreement)**

**FORM OF GENERAL RELEASE**

This General Release ("Release") is made this date \_\_\_\_\_ by Franchisee \_\_\_\_\_, a (check one) ☐ corporation, ☐ limited liability company, ☐ partnership, ☐ individual formed in (state) \_\_\_\_\_ for the benefit of Auto Driveaway Franchise Systems, LLC, a Michigan limited liability company, ("ADFS") and each of the other parties identified herein

ADFS and Franchisee are parties to that certain Franchise Agreement dated \_\_\_\_\_ (as amended, supplemented, or modified, the "Franchise Agreement"), pursuant to which Franchisee acquired rights to operate an ADFS office located in (city) \_\_\_\_\_, (state) \_\_\_\_\_ (the "Franchise")

The Guarantors, pursuant to the terms and conditions of that certain Guaranty and Assumption of Obligations attached to the Franchise Agreement (the "Guaranty"), are obligated to render any payment or performance required under the Franchise Agreement upon demand if Franchisee fails or refuses to do so punctually

Pursuant to the Franchise Agreement, Franchisee is required to provide this General Release as consideration for certain obligations and undertakings

1 **Release** Effective as of the above date, the Franchisee, for itself and for its officers, directors, shareholders, members, agents, employees, insurance carriers, affiliates, subsidiaries, heirs, executors, administrators, attorneys, successors-in-interest, and assigns (collectively, the "Releasing Parties"), and each of them, irrevocably and unconditionally release and forever discharge ADFS and its officers, directors, members, managers, agents, employees, insurance carriers, affiliates, subsidiaries, administrators, attorneys, successors-in-interest, and assigns (collectively, the "ADFS Parties"), and each of them, from any and all causes of action, claims, rights, judgments, obligations, damages, demands, accounts, or liabilities of whatever kind and character, whether now known or hereafter made known, anticipated or unanticipated, arising at law or equity which the Releasing Parties have, had, or may have against the ADFS Parties. Franchisee agrees that each of the ADFS Parties is a direct beneficiary with respect to each provision of this Release and may enforce each of these provisions

2 **California Provisions**

a. Franchisee expressly waives and relinquishes all rights and benefits afforded by Section 1542 of the Civil Code of California and do so understanding and acknowledging the significance and consequences of such specific waiver. Franchisee acknowledges that it is familiar with the provisions of California Civil Code Section 1542, which provides as follows

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor "

b Franchisee expressly waives and relinquishes all rights and benefits afforded by Section 31512 of the California Corporations Code and do so understanding and acknowledging the significance and consequences of such specific waiver Franchisee acknowledges that it is familiar with the provisions of California Corporations Code Section 31512, which provides as follows

"Any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this law or any rule or order hereunder is void "

c Franchisee expressly waives and relinquishes all rights and benefits afforded by Section 20010 of the California Business and Professions Code and do so understanding and acknowledging the significance and consequences of such specific waiver Franchisee acknowledges that it is familiar with the provisions of California Business and Professions Code Section 20010, which provides as follows

"Any condition, stipulation or provision purporting to bind any person to waive compliance with any provision of this law is contrary to public policy and void "

d Franchisee expressly acknowledges that its release herein is also intended to include in its effect, without limitation, all claims which the Franchisee does not know or expect to exist in its favor at the time of execution of this Release, and that its release herein contemplates extinguishing all of these claims

3 **Rights Not Assigned** Franchisee represents and warrants to the ADFS Parties that neither it nor any Releasing Party have assigned or subrogated any of the rights, claims, and causes of action referenced in this Release, nor authorized any other person or entity to assert any of these claims on their behalf

4 **Covenant Not To Sue** Franchisee agrees and covenants, on behalf of itself and the Releasing Parties, not to file a lawsuit or any administrative proceeding against any of the ADFS Parties for any causes of action, claims, actions, rights, judgments, obligations, damages, demands, accountings, or liabilities of whatever kind and character

5 **Governing Law** This Release has been made and entered into in the State of Illinois and shall be construed in accordance with the laws of the State of Illinois without giving effect to the principles of conflicts of law thereof

6 **Severability** Whenever possible, each provision of this Release shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Release shall be or become prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the

remainder of such provision or the remaining provisions of this Release. The parties intend this Release to be interpreted as broadly as possible.

7 **Final Release** The Franchisee enters into this Release voluntarily with full knowledge of its significance, and intend that this Release is in all respects complete and final.

8 **Captions** The various captions of this Release are for reference only and shall not be considered or referred to in resolving questions of interpretation of this Release.

9 **Counterparts** This Release may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument.

10 **Benefit of Counsel** Franchisee acknowledges that it has read this Release, understood its provisions, and had the opportunity to consult with counsel of their choosing prior to executing this Release. Franchisee further acknowledges that it has relied upon its own judgment and that of its counsel in executing this Release and has not relied upon or been induced by any representation, statement, or act of any of the ADFS Parties or anyone else.

IN WITNESS WHEREOF, this Release has been made and entered into by the Franchisee as of the above date.

FRANCHISEE

By \_\_\_\_\_

Its \_\_\_\_\_

**EXHIBIT J-K**  
**(to Franchise Agreement)**

**AUTO DRIVEAWAY FRANCHISE SYSTEMS, LLC**

**RENEWAL AMENDMENT TO**

**FRANCHISE AGREEMENT**



[Location]

[Franchisee]

Original Franchise Agreement

---

First Renewal.

Second Renewal.

Third Renewal

**AUTO DRIVEAWAY FRANCHISE SYSTEMS, LLC**  
**RENEWAL AMENDMENT TO**  
**[FRANCHISEE]**  
**FRANCHISE AGREEMENT**

This Amendment to the [FRANCHISEE] Franchise Agreement ("Amendment") is made this \_\_\_\_ day of \_\_\_\_\_, ~~2016~~2017 (date renewal signed), by and between Auto Driveaway Franchise Systems, LLC, a Michigan limited liability company ("ADFS"), and \_\_\_\_\_, a [[STATE] [ENTITY TYPE] / [individual] residing in [STATE]] ("Franchisee")

**RECITALS**

A ADFS and Franchisee (collectively, the "Parties") are parties to that certain Franchise Agreement dated [DATE] with an expiration date on [DATE] (the "Franchise Agreement")

B The Parties have continued to operate under the terms of the Franchise Agreement up to and including the date of this Amendment

C The Franchise Agreement provides Franchisee with a conditional renewal right to operate as a franchisee of the ADFS System for up to three successive five-year terms on the same terms upon which ADFS is then granting new franchises

D Concurrent with the execution of this Amendment, the Parties are executing a new ADFS Franchise Agreement containing the customary terms under which ADFS is now granting new franchises ("~~2016~~2017 Franchise Agreement") and waiving any requirements of prior notice by either party

E In recognition of the fact that Franchisee has been an ADFS franchisee for five years, ADFS is willing to modify the standard terms of the ~~2016~~2017 Franchise Agreement in accordance with this Amendment

F Franchisee desires to renew its franchise rights under the terms of the ~~2016~~2017 Franchise Agreement, as modified by this Amendment

G The Parties desire that the terms of the ~~2016~~2017 Franchise Agreement, as modified by this Amendment, shall govern their franchise relationship, and that the terms of the ~~2016~~2017 Franchise Agreement shall supersede the expiring Franchise Agreement and any understandings and/or unwritten agreement between the parties

NOW, THEREFORE, in consideration of the undertakings and commitments of each party to the other party set forth herein and in the ~~2016~~2017 Franchise Agreement, the parties hereby agree as follows

1 Section 4 (Term) shall be replaced by the following.



The term of this Franchise Agreement will begin as of \_\_\_\_\_, ~~2016~~2017 and end on \_\_\_\_\_, ~~2021~~2022 (the fifth (5<sup>th</sup>) year anniversary thereof the "Renewal Term"), unless this Franchise Agreement is cancelled or terminated in accordance with its terms prior to its expiration. After the \_\_\_\_\_ Renewal Term, you may renew the Franchise subject to the conditions and limitations contained in Section 20 (Renewal). The Term is not related to or affected by the term of any lease, sublease, purchase, or other agreement related to the real property upon which the Franchise is located.

2 All references to the "Initial Term" are hereby replaced by the "[First/Second] Renewal Term."

3 Section 5.4 (Opening of Business) is hereby waived.

4 Section 6.1 (Prior to Opening) is hereby waived.

5 Section 7.1 (Initial Franchise Fee and Security Deposit) shall be replaced by the following:

7.1 (a) Renewal Fee. You will pay us a renewal fee of \_\_\_\_\_ dollars (\$\_\_\_\_\_) in immediately available funds (e.g., by wire transfer or cashier's check) concurrently with your execution of this Franchise Agreement and all exhibits including the renewal amendment.

7.1 (b) Renewal Fee Non-Refundable. Due to the expenses that we incur in furnishing assistance and services to you, and the lost opportunity to negotiate with others for this franchise, the renewal fee will be deemed fully earned by us when it is paid and will be nonrefundable, in whole or in part.

7.1 (c) Evergreen Security Deposit. We will retain your evergreen security deposit of ten thousand dollars (\$10,000.00) ("Security Deposit"). If we draw upon the Security Deposit to pay any of your obligations to us, you will within forty-five (45) days pay to us the amount necessary to replenish the Security Deposit. The Security Deposit will be refunded to you upon termination of this Franchise Agreement, provided that, in addition to, and without limitation of, any rights we may have under applicable law, if this Franchise Agreement is terminated, any and all of the Security Deposit may be offset and applied toward any payments owed to us or to any creditor for any amounts that we have to settle for you, whether or not such payments, or any part thereof, will then be due. The Security Deposit will not bear interest, nor will it be held in a segregated account.

6 Section 10.1(a) (Governing Documents and Authority) shall be replaced by the following:

(a) You shall promptly provide us copies of any amendments or changes to your Articles of Incorporation, Certificate of Incorporation, Bylaws, and a list of shareholders showing the percentage interest of each. If your entity is other than a corporation, you shall furnish the corresponding documents that apply to your entity.

7 Section 11.2 (First Year Advertising) is hereby waived

8 Section 20.1 (Renewal Terms) shall be replaced by the following

Except as otherwise provided in this Section, you may renew this Franchise agreement for one ([2/1]) additional consecutive five (5) year term (the "[Second/Third] Renewal Term", and together with the [First/Second] Renewal Term, the "Term"), subject to the satisfaction of the conditions set forth in Section 20.2 for the [Second/Third] Renewal Term (the "Renewal Conditions"). For the avoidance of doubt, the parties acknowledge and agree that you are entitled to one ([1/2]) renewal term (subject to the satisfaction of the Renewal Conditions) with the [Second/Third] Renewal Term commencing upon the expiration of the [First/Second] Renewal Term, and that number of renewal terms to which you are entitled shall not be modified by the terms of any subsequent franchise agreement which you may execute in connection with a renewal of this Franchise.

9 This Amendment may be executed in counterparts, all of which together will constitute one and the same Amendment

*[Signature page follows]*

IN WITNESS WHEREOF, The parties have executed this Amendment on the date first written above

FRANCHISEE

FRANCHISOR

[FRANCHISEE]

AUTO DRIVEAWAY FRANCHISE  
SYSTEMS, LLC

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**EXHIBIT KL**  
**(to Franchise Agreement)**

**ADDENDUM TO THE AUTO DRIVEAWAY FRANCHISE SYSTEMS, LLC  
FRANCHISE AGREEMENT REQUIRED BY THE STATE OF ILLINOIS**

The parties to the attached Franchise Agreement (the "Franchise Agreement") hereby agree as follows

Any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of the Illinois Franchise Disclosure Act or any other law of the State of Illinois is void

**EXHIBIT KL**  
**(to Franchise Agreement)**

**ADDENDUM TO THE AUTO DRIVEAWAY FRANCHISE SYSTEMS, LLC  
FRANCHISE AGREEMENT REQUIRED BY THE STATE OF INDIANA**

The parties to the attached Franchise Agreement (the "Franchise Agreement") hereby agree as follows

1 All capitalized terms which are not separately defined shall have the meanings ascribed to such terms in the Franchise Agreement

2 In the event of a conflict between the terms of the Franchise Agreement and the terms of this Addendum, the terms of this Addendum shall control

3 Except as specifically modified by this Addendum, all terms of the Franchise Agreement are in full force and effect

4 To the extent that the Franchise Agreement contains provisions that are inconsistent with the Indiana Deceptive Franchise Act, Indiana Code Section 23-2-2 7, such provisions are amended as follows

a Notwithstanding anything in the Franchise Agreement to the contrary, we may not operate a business substantially identical to your Auto Driveaway Office within the Franchised Territory, regardless of the trade name used by such business Refer to Indiana Code Section 23-2-2 7-1(2)

b You will not be required to spend a total of more than 1 0% of your annual gross revenue for your own local advertising and cooperative advertising expenditures combined, and you will not be required to spend more than 1 0% of your gross revenue on national or regional advertising programs should such programs be established Alternatively, you may comply with Indiana Code Section 23-2-2 7-1(11) by spending up to 1 0% of your monthly gross revenue on advertising each month and providing an accounting to us of such expenditures on a monthly basis

c Notwithstanding anything in the Franchise Agreement to the contrary, your surviving spouse, heirs, or your estate shall have the opportunity to participate in the ownership of the Franchised Office under this Franchise Agreement (if then currently in effect) for a reasonable time after your death, provided that such surviving spouse, heirs, or estate maintains all standards and obligations of the Franchise Agreement for the Franchised Office Refer to Indiana Code Section 23-2 2 7-2(3)

**EXHIBIT KL**  
**(to Franchise Agreement)**

**INDIANA CONTINUED**

d You are not required to prospectively release any claims against Auto Driveaway arising under Indiana franchise law subject to the limitations provided for in Indiana Code Section 23-2-2 7-1(5) Any release of claims or damages shall be subject to the limitations provided for in Indiana Code Section 23-2-2 7-1(10)

e Any post-termination covenant shall be subject to the limitations provided for in Indiana Code Section 23-2-2 7-1(9)

f If the Franchise Agreement requires litigation to be conducted in a forum other than the State of Indiana, or requires other limitations on litigation for breach of this Agreement, such requirements may be an unenforceable limitation on litigation under Indiana Code Section 23-2-2 7-1(10)

g If the Franchise Agreement is governed by the laws of a state other than the State of Indiana, to the extent that those laws conflict with the Indiana Deceptive Franchise Practices Act and the Indiana Franchises Act, such Indiana Acts will control

5 The undersigned does hereby acknowledge receipt of this Addendum

6 This Addendum, together with the Franchise Agreement to which it is attached, constitutes the entire agreement of the parties with respect to the subject matter hereof and may not be further modified or amended except in written agreement signed by both parties

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, understands and consents to be bound by all of its terms, and agrees it shall become effective as of the Effective Date of the attached Franchise Agreement

**FRANCHISOR**

**FRANCHISEE:**

\_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

**EXHIBIT KL**  
**(to Franchise Agreement)**

**ADDENDUM TO THE AUTO DRIVEAWAY FRANCHISE SYSTEMS, LLC  
FRANCHISE AGREEMENT REQUIRED BY THE STATE OF MINNESOTA**

The parties to the attached Franchise Agreement (the "Franchise Agreement") hereby agree as follows

1 All capitalized terms herein which are not separately defined herein shall have the meanings ascribed to such terms in the Franchise Agreement

2 In the event of a conflict between the terms of the Franchise Agreement and the terms of this Addendum, the terms of this Addendum shall control

3 Except as specifically modified by this Addendum, all terms of the Franchise Agreement are in full force and effect

4 Minn. Stat Sec 80C 21 and Minn Rule Part 2860 4400J, prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring that you consent to liquidated damages, termination penalties or judgment notes In addition, nothing in the Franchise Disclosure Document or 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

5 With respect to franchises governed by Minnesota law, we may seek injunctive relief, but we may not require you to waive any rights provided under Minn Rule 2860 4400J Furthermore, the determination as to whether or not a bond will be required of us in seeking injunctive relief will be left to the determination of the court hearing the petition for relief

6 Protection of Franchisee's Rights Notwithstanding any other provision of this Agreement to the contrary, we will protect your right to use the trademarks, service marks, trade names, logotypes, or other commercial symbols or indemnify you from any loss, costs, or expenses arising out of any claim, suit or demand regarding the use of the name Minnesota considers it unfair to not protect the franchisee's right to use the trademarks Refer to Minn Stat section 80C 12, subd 1(g)

7 Termination and Non-Renewal in Minnesota. Minnesota law provides franchisees with certain termination and nonrenewal rights Minn Stat Sec 80C 14, Subd 3, 4, and 5 require, except in certain specified cases, that a franchisee be given ninety (90) days' notice of termination (with 60 days to cure) and one hundred eighty (180) days' notice of nonrenewal of the Franchise Agreement and that consent to the transfer of the franchise will not be unreasonably withheld

8 Minn. Rules 2860 4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release

**EXHIBIT KL**  
**(to Franchise Agreement)**

**MINNESOTA CONTINUED**

9 The Limitation of Claims section of this Agreement must comply with Minnesota Statutes, Section 80C 17, subd 5

10 The undersigned does hereby acknowledge receipt of this Addendum

11 This Addendum, together with the Franchise Agreement to which it is attached, constitutes the entire agreement of the parties with respect to the subject matter hereof and may not be further modified or amended except in written agreement signed by both parties

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, understands and consents to be bound by all of its terms, and agrees it shall become effective as of the Effective Date of the attached Franchise Agreement

**FRANCHISOR:**

**FRANCHISEE:**

\_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_



**EXHIBIT KL**  
**(to Franchise Agreement)**

**ADDENDUM TO THE AUTO DRIVEAWAY FRANCHISE SYSTEMS, LLC  
FRANCHISE AGREEMENT REQUIRED BY THE STATE OF MISSOURI**

In recognition of the requirements of the Missouri Franchise Law, Missouri Revised Statutes Sections 407.400 to 407.420, the parties to the attached Franchise Agreement (the "Franchise Agreement") hereby agree as follows:

2 All capitalized terms herein which are not separately defined herein shall have the meanings ascribed to such terms in the Franchise Agreement.

2 In the event of a conflict between the terms of the Franchise Agreement and the terms of this Addendum, the terms of this Addendum shall control.

3 Except as specifically modified by this Addendum, all terms of the Franchise Agreement are in full force and effect.

4 To the extent that any provision of this Agreement conflicts with any requirement of the Missouri Franchise Law, Missouri Revised Statutes Sections 407.400 to 407.420 (which, among other things, grants the right, in most circumstances, to ninety (90) days prior written notice of termination), that is applicable to this Franchise Agreement, then such provision shall be superseded by that law's requirements and shall have no force or effect.

5 The undersigned does hereby acknowledge receipt of this Addendum.

6 This Addendum, together with the Franchise Agreement to which it is attached, constitutes the entire agreement of the parties with respect to the subject matter hereof and may not be further modified or amended except in written agreement signed by both parties.

**EXHIBIT KL**  
**(to Franchise Agreement)**

**MISSOURI CONTINUED**

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, understands and consents to be bound by all of its terms, and agrees it shall become effective as of the Effective Date of the attached Franchise Agreement

**FRANCHISOR**

**FRANCHISEE:**

\_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

**EXHIBIT KL**  
**(to Franchise Agreement)**

**ADDENDUM TO THE AUTO DRIVEAWAY FRANCHISE SYSTEMS, LLC  
FRANCHISE AGREEMENT REQUIRED BY THE STATE OF OHIO**

In recognition of the requirements of Section 1334 01 et Seq of the Ohio Business Opportunity Plan Law, the parties to the attached Franchise Agreement (the "Franchise Agreement") hereby agree as follows

1 All capitalized terms herein which are not separately defined herein shall have the meanings ascribed to such terms in the Franchise Agreement

2 In the event of a conflict between the terms of the Franchise Agreement and the terms of this Addendum, the terms of this Addendum shall control

3 Except as specifically modified by this Addendum, all terms of the Franchise Agreement are in full force and effect

4 To the extent that any provision of this Agreement conflicts with any requirement of Section 1334 15 of the Ohio Business Opportunity Plan Law, (which, among other things, declares void any provision in an agreement restricting venue to a forum outside of Ohio and declares void any provision in an agreement requiring the application of laws of state other than Ohio), that is applicable to this Franchise Agreement, then such provision shall be superseded by that law's requirements and shall have no force or effect

5 OHIO BUSINESS OPPORTUNITY PLAN LAW SECTION 1334 05 REQUIRES US TO GIVE YOU NOTICE OF YOUR RIGHT TO CANCEL THE FRANCHISE AGREEMENT AT ANY TIME BEFORE MIDNIGHT ON THE FIFTH (5<sup>TH</sup>) BUSINESS DAY AFTER THE DAY ON WHICH YOU SIGN THE FRANCHISE AGREEMENT

6 The undersigned does hereby acknowledge receipt of this Addendum

7 This Addendum, together with the Franchise Agreement to which it is attached, constitutes the entire agreement of the parties with respect to the subject matter hereof and may not be further modified or amended except in written agreement signed by both parties

**EXHIBIT KL**  
**(to Franchise Agreement)**

**OHIO CONTINUED**

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, understands and consents to be bound by all of its terms, and agrees it shall become effective as of the Effective Date of the attached Franchise Agreement

**FRANCHISOR:**

**FRANCHISEE:**

\_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

**EXHIBIT KL**  
**(to Franchise Agreement)**

**ADDENDUM TO THE AUTO DRIVEAWAY FRANCHISE SYSTEMS, LLC  
FRANCHISE AGREEMENT REQUIRED BY THE STATE OF WASHINGTON**

The parties to the attached Franchise Agreement (the "Franchise Agreement") hereby agree as follows

1 All capitalized terms herein which are not separately defined herein shall have the meanings ascribed to such terms in the Franchise Agreement

2 In the event of a conflict between the terms of the Franchise Agreement and the terms of this Addendum, the terms of this Addendum shall control

3 Except as specifically modified by this Addendum, all terms of the Franchise Agreement are in full force and effect

4 Notwithstanding any provision of this Agreement, transfer fees are collectable to the extent that they reflect our reasonable estimated or actual costs in effecting a transfer

5 The State of Washington has a Statute, RCW 19 100 180, which may supersede this Agreement in your relationship with us including the areas of termination and renewal of your franchise There may also be court decisions which may supersede this Agreement in your relationship with us including the areas of termination and renewal of your franchise

6 In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19 100 RCW shall prevail

7 In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in Washington or in a place as mutually agreed upon at the time of the arbitration, or as determined by the arbitrator

8 A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable

**EXHIBIT KL**  
**(to Franchise Agreement)**

**WASHINGTON CONTINUED**

9 You acknowledge that we or our agent have provided you with a franchise disclosure document not later than the earlier of the first personal meeting held to discuss the sale of a franchise, ten (10) business days before the execution of this Agreement, or ten (10) business days before any payment of any consideration. You further acknowledge that you have read such franchise disclosure document and understand its contents.

Franchisee's Initials \_\_\_\_\_

10 The undersigned does hereby acknowledge receipt of this Addendum.

11 This Addendum, together with the Franchise Agreement to which it is attached, constitutes the entire agreement of the parties with respect to the subject matter hereof and may not be further modified or amended except in written agreement signed by both parties.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, understands and consents to be bound by all of its terms, and agrees it shall become effective as of the Effective Date of the attached Franchise Agreement.

**FRANCHISOR.**

**FRANCHISEE.**

\_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

**EXHIBIT KL**  
**(to Franchise Agreement)**

**ADDENDUM TO THE AUTO DRIVEAWAY FRANCHISE SYSTEMS, LLC  
FRANCHISE AGREEMENT REQUIRED BY THE STATE OF WISCONSIN**

In recognition of the requirements of the Wisconsin Fair Dealership Law, Wisconsin Statutes, Chapter 135, the parties to the attached Franchise Agreement (the "Franchise Agreement") hereby agree as follows

- 1 All capitalized terms herein which are not separately defined herein shall have the meanings ascribed to such terms in the Franchise Agreement
- 2 In the event of a conflict between the terms of the Franchise Agreement and the terms of this Addendum, the terms of this Addendum shall control
- 3 Except as specifically modified by this Addendum, all terms of the Franchise Agreement are in full force and effect
- 4 To the extent that any provision of this Agreement conflicts with any requirement of the Wisconsin Fair Dealership Law, Wisconsin Statutes, Chapter 135 (which, among other things, grants the right, in most circumstances, to ninety (90) days prior written notice of nonrenewal and sixty (60) days within which to remedy any claimed deficiencies), that is applicable to this Franchise Agreement, then such provision shall be superseded by that law's requirements and shall have no force or effect
- 5 To the extent that any provision of this Agreement conflicts with any requirement of the Wisconsin Fair Dealership Law, Wisconsin Statutes, Chapter 135 (which, among other things, grants the right, in most circumstances, to ninety (90) days prior written notice of termination and sixty (60) days within which to remedy any claimed deficiencies), that is applicable to this Franchise Agreement, then such provision shall be superseded by that law's requirements and shall have no force or effect
- 6 To the extent that any provision of this Agreement regarding the repurchase of inventory conflicts with any requirement of the Wisconsin Fair Dealership Law, Wisconsin Statutes, Chapter 135 (which, among other things, that under certain circumstances, a franchisor must repurchase certain branded inventory at "fair wholesale value"), that is applicable to this Franchise Agreement, then such provision shall be superseded by that law's requirements and shall have no force or effect
- 7 The undersigned does hereby acknowledge receipt of this Addendum
- 8 This Addendum, together with the Franchise Agreement to which it is attached, constitutes the entire agreement of the parties with respect to the subject matter hereof and may not be further modified or amended except in written agreement signed by both parties

**EXHIBIT KL**  
**(to Franchise Agreement)**

**WISCONSIN CONTINUED**

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, understands and consents to be bound by all of its terms, and agrees it shall become effective as of the Effective Date of the attached Franchise Agreement

**FRANCHISOR**

**FRANCHISEE**

\_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_



**EXHIBIT LM**  
**(to Franchise Agreement)**

**SPECIAL STIPULATIONS**

FRANCHISE AGREEMENT DATED \_\_\_\_\_ BETWEEN AUTO DRIVEAWAY  
FRANCHISE SYSTEMS, LLC ("FRANCHISOR" or "WE") AND \_\_\_\_\_  
("FRANCHISEE" or "YOU")

To the extent of any conflict between the following and the printed provisions of the Franchise Agreement, the Special Stipulations shall control

[NONE]

**FRANCHISOR**

By \_\_\_\_\_

Name \_\_\_\_\_

Its \_\_\_\_\_

**FRANCHISEE**

By \_\_\_\_\_

Name \_\_\_\_\_

Its \_\_\_\_\_

**EXHIBIT MN**  
**(to Franchise Agreement)**

**ACKNOWLEDGMENT AT CLOSING**

You hereby acknowledge that we are relying upon these representations as a material basis for entering into this Franchise Agreement, and that the information set forth below is true and correct

The execution of documents for the granting of an Auto Driveaway franchise finalizes a process in which you review a great deal of information provided by us, financial institutions, governmental agencies, and other franchisees. Much of this information has a significant impact upon the transaction and you should consider it in making a decision to invest in the franchise. It is important that you understand the value of the information reviewed.

ACCORDINGLY, PLEASE CAREFULLY REVIEW EACH OF THE FOLLOWING STATEMENTS AND CHECK "YES" OR "NO" AFTER EACH

- (1) You received our Franchise Disclosure Document ("FDD") as required by federal or state law at least fourteen (14) days prior to the execution of any documents, the transfer of any funds, or at your first meeting with us. ☐ YES ☐ NO
- (2) You have read and understand the contents of our FDD, Franchise Agreement, and related exhibits. ☐ YES ☐ NO
- (3) You received and reviewed all contract documents for signature as required by federal or state law prior to the execution of those documents or the transfer of any funds. ☐ YES ☐ NO
- (4) You understand that the success or failure of your business venture under the Auto Driveaway's trade name depends primarily upon the quantity and the quality of the effort put forth by you and upon your use of services provided by us. ☐ YES ☐ NO
- (5) You have visited other Auto Driveaway locations and have met with the franchisee/operator of those locations to discuss the operation of that particular location and the Auto Driveaway's system. ☐ YES ☐ NO
- (6) You have had conversations with other Auto Driveaway franchisee/operators, whose locations were not visited, to gather additional information with regard to the operation of Auto Driveaway's offices and the Auto Driveaway's system. ☐ YES ☐ NO
- (7) You agree that before you signed this Franchise Agreement, no one from Auto Driveaway made any financial performance representations concerning an Auto Driveaway franchise. ☐ YES ☐ NO

Franchisee's Initials

(8) You agree that before you signed this Franchise Agreement, no one from Auto Driveaway told you anything different than what was in the FDD ☐ YES ☐ NO

(9) You agree that you are only relying on the representations and or information in the FDD ☐ YES ☐ NO

(10) You acknowledge that approval of your real estate leasing or ownership arrangement does not constitute a warranty or representation of any kind, express or implied, as to its fairness, suitability, or profitability or as to your ability to comply with its terms ☐ YES ☐ NO

(11) You acknowledge that we may assist in the preparation of a business plan for your franchise once the Franchise Agreement has been executed, but that you will be ultimately responsible for the content and execution of the business plan ☐ YES ☐ NO

(12) You understand that we do not guarantee that the financial projections contained in any business plan will be met ☐ YES ☐ NO

(13) You have been advised by us to seek independent competent legal, accounting, and other counsel in the review of all documents and information pertinent to the investment decision. ☐ YES ☐ NO

Date \_\_\_\_\_

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

\_\_\_\_\_  
(Printed Name)

Witness

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

\_\_\_\_\_  
(Printed Name)

Table of Contents

Page

**EXHIBIT NO**  
**(to Franchise Agreement)**

**RECEIPT FOR FRANCHISE AGREEMENT**

Under federal law, we may not grant you a franchise unless you have had a signature-ready copy of the Franchise Disclosure Document and all attachments, with all blanks filled in except for the date of the Franchise Agreement, for at least fourteen (14) days before you pay us any money in connection with the Franchise Agreement or sign the Franchise Agreement

To show that we have complied with the law, please fill in the date when you received the Franchise Agreement from us

Date you received the Franchise Agreement \_\_\_\_\_

\*\*\*

Please return this Receipt to us as soon as you have filled in the date We can proceed further only after you return this Receipt

Thank you for your careful attention to this matter

Signature \_\_\_\_\_

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

**PLEASE RETURN THIS COPY TO US**

**EXHIBIT NO**  
**(to Franchise Agreement)**

**RECEIPT FOR FRANCHISE AGREEMENT**

Under federal law, we may not grant you a franchise unless you have had a signature-ready copy of the Franchise Disclosure Document and all attachments, with all blanks filled in except for the date of the Franchise Agreement, for at least fourteen (14) days before you pay us any money in connection with the Franchise Agreement or sign the Franchise Agreement

To show that we have complied with the law, please fill in the date when you received the Franchise Agreement from us

Date you received the Franchise Agreement \_\_\_\_\_

\*\*\*

Please return this Receipt to us as soon as you have filled in the date We can proceed further only after you return this Receipt

Thank you for your careful attention to this matter

Signature \_\_\_\_\_

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

**PLEASE RETAIN THIS COPY FOR YOUR RECORDS.**

Document comparison by Workshare Compare on Thursday, April 20, 2017  
11 42 30 AM

| Input.        |                                 |
|---------------|---------------------------------|
| Document 1 ID | netdocuments //4842-3888-4421/1 |
| Description   | 2017 FA ADFS                    |
| Document 2 ID | netdocuments //4842-3888-4421/3 |
| Description   | 2017 FA ADFS                    |
| Rendering set | Standard no color               |

| Legend:                   |  |
|---------------------------|--|
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| <del>Deletion</del>       |  |
| <del>Moved from</del>     |  |
| <u>Moved to</u>           |  |
| Style change              |  |
| Format change             |  |
| <del>Moved deletion</del> |  |
| Inserted cell             |  |
| Deleted cell              |  |
| Moved cell                |  |
| Split/Merged cell         |  |
| Padding cell              |  |

| Statistics     |       |
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|                | Count |
| Insertions     | 200   |
| Deletions      | 146   |
| Moved from     | 0     |
| Moved to       | 0     |
| Style change   | 0     |
| Format changed | 0     |
| Total changes  | 346   |

**EXHIBIT E**  
**AUDITED FINANCIAL STATEMENTS**

**EXHIBIT F**  
**LIST OF OFFICES**  
**AS OF DECEMBER 31, 2015**



## LIST OF OFFICES

### Arizona

~~Dry Heat Business Ventures~~Auto Driveaway  
Franchise Systems, LLC  
3920 E Indiana School Rd , Suite 14  
Phoenix, AZ 85018  
Attn ~~Ira Applebaum and John Sykes~~Eric  
Carlstrom  
Phone (602) 952-0339

Kenneth J Zettel (Sole Proprietor)  
7066 E 21st St  
Tucson, AZ 85710  
Phone (520) 790-1430

### California

M & K Transport Partners, Inc  
28402 Century St  
Hayward, CA 94545  
Attn Kit Pelleter and Kevin Salsedo  
Phone (510) 782-4999

~~Auto Freight Inc~~Driveaway Franchise  
Systems, LLC  
7419 El Cajon Blvd  
La Mesa, CA 91942  
Attn ~~William T Ashton~~Joe Ortega  
Phone (619) 337-3600

Auto Driveaway Franchise Systems, LLC  
3605 Long Beach Blvd - Suite 320  
Long Beach, CA 90807  
Attn Alonzo Wilson  
Phone (562) 472-2239

### Colorado

~~AD Denver, Inc dba Auto Driveaway~~  
~~Co-Franchise Systems, LLC~~  
5777 E Evans Ave , Suite 109  
Denver, CO 80222  
Attn ~~Cal Carmean~~Brad Ford  
Phone (303) 757-1211

### Florida

Auto Driveaway Franchise Systems, LLC  
6750 N Andrews Ave, Suite 200  
Ft Lauderdale, FL 33309  
Attn ~~Terry Hamelynck~~Mike Taylor  
Phone (954) 771-4059

RDR Transport Inc  
6909 Partndge Ln,  
Orlando, FL 32807  
Attn Donna Fitzgerald  
Phone (407) 678-7000

Auto Driveaway Franchise Systems, LLC  
970 Lake Canllon Dr , Suite 300  
Tampa, FL 33716  
Attn Melodie Weidner  
Phone (727) 289-7056

### Georgia

Auto Logistics of Atlanta, Inc  
3485 N Desert Dr , Building 2, Suite 110  
East Point, GA 30344  
Attn Douglas Miller  
Phone (404) 305-8000

### Illinois

Auto Driveaway Franchise Systems, LLC  
Chicago Shipping 1 E 22<sup>nd</sup> St , Suite 107  
Lombard IL 60148  
Attn Christian Lemmler  
Phone (773) 568-5700

### Indiana

Auto Driveaway Franchise Systems, LLC  
8888 Keystone Xing, Suite 13  
Indianapolis, IN 46240  
Attn Kathryn Maitz  
Phone (317) 218-3852

Auto Driveaway Franchise Systems, LLC  
25416 Country Rd 6, Suite 110  
Elkhart, IN 46514  
Attn Miquel Kuhn

Phone (574) 266-7702

**Kansas**

Bell Driveaway, Inc  
7930 State Line Rd , Suite 203  
Prairie Village, KS 66208  
Attn Gary Bennett and Ron Evans  
Phone (913) 381-2125

**Louisiana**

D & J Transportation, Inc  
7809 Airline Dr , #207-B  
Metairie, LA 70003  
Attn Michael Vickrey and Dwayne Vickrey  
Phone (504) 737-0266

**Massachusetts**

Hub Auto Movers, Inc  
480 Neponset St , Building 16B  
Canton MA 02021  
Attn Larry and Myra Sprince  
Phone (781) 828-4070

**Michigan**

Paul R Schultz LLC  
5824 Division Ave S  
Kentwood, MI 49548  
Attn Paul R Schultz  
Phone (616) 530-0187

Auto Driveaway Franchise Systems, LLC  
25213 Gratiot Ave, A  
Roseville, MI 48066  
Attn Scott Nevenhoven  
Phone (586) 268-5460

**Minnesota**

MWW, Ltd  
2500 E 25th St  
Minneapolis, MN 55406  
Attn Mark Willmert  
Phone (612) 728-9200

**Missouri**

D-Caps, Inc  
1750 S Brentwood, Suite 304

Brentwood, MO 63144  
Attn Barbara Lynch  
Phone (314) 968-2886

**Nebraska**

Westerfield Auto Driveaway, Inc  
3506 Keystone Dr  
Omaha, NE 68134  
Attn ~~Melissa York~~ Steve Westerfield  
Phone (402) 571-5010

**New Jersey**

Kenville Inn, Inc  
2786 Route 23 N Suite B  
Stockholm, NJ 07460  
Attn ~~Kit Pelletier~~ Mike Rossi  
Phone (973) 208-8700

**North Carolina**

National Drive Away LLC  
756 Tyvola Rd, Suite 112  
Charlotte, NC 28217  
Attn Mark Smith  
Phone (704) 665-8020

**Ohio**

Auto Driveaway Richmond LLC  
20325 Center Ridge Rd, Suite 355  
Cleveland, OH 44116  
Attn Jeff Corbett  
Phone (440) 331-1495

Auto Driveaway Franchise Systems, LLC  
300 E Business Way, Suite 200  
Cincinnati, OH 45241  
Attn Kathryn Maitz  
Office-Phone (513) 385-6654

**Oklahoma**

RWC Auto Driveaway, L L C

2508 W I-44 Service Rd  
Oklahoma City, OK 73112  
Attn Walter Click  
Office Phone (405) 943-8443

### **Oregon**

Classic Chauffeur Co , Inc  
434 N W Hoyt St  
Portland, OR 97209  
Attn Vance Burgess  
Phone (503) 294-2955

### **Pennsylvania**

The Riz Enterprises, LLC  
3505 Davisville Rd  
Hatboro, PA 19040  
Attn Michael Rizzo  
Phone (215) 675-4114

~~Donald C Addlespurger (Sole  
Proprietor)~~ Spa Ventures, Inc.  
502-A Carothers Ave  
Carnegie, PA 15106  
Attn. Steven Addlespurger  
Phone (412) 276-6922

### **Rhode Island**

Auto Driveaway Franchise Systems, LLC  
1845 Post Rd., Suite 6N  
Warwick, RI 02886  
Attn. Derek MacDonald  
Phone. (401) 244-5181

### **Tennessee**

Jeff Corbett  
188 Center Point Rd  
Hendersonville, TN 37075  
Phone (804) 353-9390

### **Texas**

Jeremy S Copus (Sole Proprietor)  
4200 Wiley Post Rd  
Addison, TX 75001  
Phone (972) 490-9110

Westerfield Auto Driveaway, Inc  
6406 Stuebner Airline Dr  
Houston, TX 77091  
Attn ~~Melissa York~~ Steve Westerfield  
Phone (713) 692-3433

### **Utah**

Scott Allen  
48 East 13200-S  
Draper UT 84020  
Phone (801) 262-3662

### **Virginia**

Auto Driveaway Richmond, LLC  
4905 Radford Ave Suite 104  
Richmond VA 23230  
Attn Jeff Corbett  
Phone (804) 353-9390

[See also Washington, D C below ]

### **Washington**

Seattle Auto Movers, Inc  
34008 9<sup>th</sup> Ave S , Suite B-105  
Federal Way, WA 98003  
Attn Scott Templeton  
Phone (206) 878-7400

### **Washington, D C**

Presidential Express, Inc  
8143 Richmond Hwy Suite 101  
Alexandria, VA 22309  
Attn Bernard and Deborah J Wright  
Phone (703) 360-8250

### **Wisconsin**

**LIST OF TERMINATED OFFICES**

**AS OF DECEMBER 31, 2015**

JANUARY 1, 2016 - DECEMBER 31, 2016

LIST OF TERMINATED OFFICES

Kentucky (closed in 2012)

~~Louisville Driveaway, Inc.  
2210 Goldsmith Lane, Suite 214  
Louisville, KY 40218  
Attn Bobby D Young and Debra Kay Young  
Phone (502) 456 4990~~

Nevada (closed in 2013)

~~Dry Heat Business Ventures, LLC  
Attn Ira Applebaum and John Sykes  
3920 East Indian School Road, Suite 14 15  
Las Vegas, NV 89107  
Phone (702) 658 8500~~

None

Ohio (closed in 2010)

~~Paul R Schultz, LLC  
4300 East Main Street  
Columbus, OH 43213  
Attn Paul R Schultz  
Office Phone (614) 237 5010  
Owner Phone (616) 530 0187~~

## RECEIPT

This Disclosure Document summarizes certain provisions of the franchise agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If Auto Driveaway offers you a franchise, Auto Driveaway must provide this Disclosure Document to you fourteen (14) calendar days before you sign a binding agreement with, or make a payment to, Auto Driveaway or an affiliate in connection with the proposed franchise sale.

If Auto Driveaway does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state administrator identified on Exhibit A to this Disclosure Document.

The names of the franchise sellers offering the franchise are Auto Driveaway Franchise Systems, LLC with its principal place of business located at 1 East 22nd Street, Suite 107, Lombard, Illinois 60148, (312) 341-1900 and \_\_\_\_\_.

The issuance date of this Disclosure Document is April 18, 2016 ~~19, 2017~~.

Auto Driveaway Franchise Systems, LLC authorizes the respective state agencies identified on Exhibit B to receive service of process for us in the particular state.

I received a Disclosure Document dated April 18, 2016                     , 2017 that included the following Exhibits:

- A State Administrators
- B Agents For Service Of Process
- C Operations Manual Table of Contents
- D Franchise Agreement
- E Audited Financial Statements
- F List of Offices
- G List of Terminated Offices
- H State Addenda

Date \_\_\_\_\_

\_\_\_\_\_  
Franchisee

\_\_\_\_\_  
Co-Recipient (e.g., spouse, partner, etc.)

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Date \_\_\_\_\_

\_\_\_\_\_  
Franchisee

\_\_\_\_\_  
Co-Recipient (e.g., spouse, partner, etc.)

Document comparison by Workshare Compare on Thursday, April 20, 2017  
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| Document 2 ID | netdocuments //4835-2028-2437/3 |
| Description   | 2017 FDD ADFS                   |
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| Deletions         | 530   |
| Moved from        | 7     |
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| Style change      | 0     |
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| Total changes     | 1095  |