FRANCHISE DISCLOSURE DOCUMENT

Go Mini's Franchising, LLC
a Delaware limited liability company
9160 Forum Corporate Parkway, Suite 350
Ft. Myers, Florida 33905
877-607-6464; Franchise@gominis.com;
www.gominis.com

This franchise is for a storage and moving business featuring use of portable containers, using our system, and our trademark "Go Mini's."

The total estimated investment necessary to begin operation of a Go Mini's franchise in a territory consisting of 400,000 people ranges between $291,374– $634,049. This includes between $230,675 – $312,575 that must be paid to us prior to opening.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Christopher Walls at Go Mini's Franchising, LLC, 9160 Forum Corporate Parkway, Suite 350, Ft. Myers, Florida 33905, telephone: 877-607-6464.

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

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

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

Issuance Date: November 21, 2024

How to Use This Franchise Disclosure Document

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

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

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with us by litigation only in Florida. Out-of-state litigation may force you to accept a less favorable settlement for disputes. It may also cost more to litigate with the franchisor in Florida than in your home state.

2. **Inventory Control**. The franchisor has minimum annual container purchase requirements that you must maintain, even if you do not need that much. Your inability to make these purchases or to maintain container purchases levels at all times may result in termination of your franchise and loss of your investment.

3. **Mandatory Minimum Payments**. You must make minimum royalty and advertising fund payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.

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

TABLE OF CONTENTS

1 THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES 2

2 BUSINESS EXPERIENCE 4

3 LITIGATION 5

4 BANKRUPTCY 6

5 INITIAL FEES 6

6 OTHER FEES 7

7 ESTIMATED INITIAL INVESTMENT 11

8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES 15

9 FRANCHISEE'S OBLIGATIONS 17

10 FINANCING 18

11 FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING 18

12 TERRITORY 24

13 TRADEMARKS 26

14 PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION 27

15 OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS 28

16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL 29

17 RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION 29

18 PUBLIC FIGURES 33

19 FINANCIAL PERFORMANCE REPRESENTATIONS 33

20 OUTLETS AND FRANCHISEE INFORMATION 33

21 FINANCIAL STATEMENTS 43

22 CONTRACTS 43

23 RECEIPTS 43

EXHIBITS:

A – Franchise Agreement
B – Franchise Agreement Addendum for Converting Dealers
C – Franchise Agreement Addendum for Converting Go Mini's Dealers
D – Confidentiality and Noncompetition Agreement
E – Personal Guaranty Franchise Agreement
F – General Release
G – Table of Contents to Operation Manual
H – List of Franchisees and Dealers as of December 31, 2023 and List of Franchisees and Dealers that left the system as of December 31, 2023
I – Financial Statements
J – Agents for Service of Process/ State Administrators
K – State Addenda
L – Receipts

ITEM 1
THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES

We are Go Mini's Franchising, LLC. We are a limited liability company organized in the State of Delaware. Our address is 9160 Forum Corporate Parkway, Suite 350, Ft. Myers, Florida 33905. Our agent for service of process is Chris Walls at the same address, and also Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808. We use the name "Go Mini's." This Disclosure Document refers to the person who buys the franchise as "you" or "your." If you are a business entity, then "you" or "your" includes each shareholder, member, partner and other owner of that entity. Our agents for service of process are listed in Exhibit J.

Our Parents, Predecessors and Affiliates:

We have no predecessors. We are 100% owned by Go Mini's, LLC, a Florida limited liability company formed on May 20, 2001. From 2002 through 2009, our parent, Go Mini's, LLC established a network of approximately 85 independent dealers offering Go Mini's® moving and storage services in the United States, Canada and Mexico pursuant to approximately 136 Dealer Agreements. While Go Mini's dealers operate the same type of business as Go Mini's franchisees, they do so under a dealer agreement with different terms than our Franchise Agreement. After 2009, Go Mini's, LLC stopped offering Dealer Agreements. When dealer agreements expire, dealers are required to convert to our franchise program if they desire to continue operating their Go Mini's business. Go Mini's, LLC does not offer franchises in this line of business or any other line of business. Go Mini's, LLC's address is 7901 4th Street N., Suite 300, St. Petersburg, Florida 33702. Its agent for service of process is Registered Agents, Inc., at that address.

On October 5, 2011, our affiliate, Go Mini's Dealers, LLC, a Florida limited liability company was formed. Go Mini's Dealers, LLC was initially owned by approximately 32 Go Mini's dealers. In 2011, Go Mini's Dealers, LLC purchased 80% of our parent company, Go Mini's, LLC from founders William and Sheila Norris. As a result, Go Mini's, LLC was owned by Go Mini's Dealers, LLC (80%) and founders William and Sheila Norris (20%). In 2024, Go Mini's Dealers, LLC was restructured and Bill and Sheila Norris' interest in Go Mini's, LLC were contributed to Go Mini's Dealers, LLC. Go Mini's, LLC is now a wholly owned subsidiary of Go Mini's Dealers, LLC. The address for Go Mini's Dealers, LLC is 9160 Forum Corporate Parkway, Suite 350, Ft. Myers, Florida 33905. Its agent for service of process is Corporation Service Company, 7901 4th Street N., Suite 300, St. Petersburg, Florida 33702. Go Mini's Dealers, LLC does not offer franchises in any line of business and does not have any other business other than owning Go Mini's, LLC.

Go Mini's System:

We were formed March 13, 2012 to offer and sell Go Mini's franchises. We started offering franchises on May 24, 2012. We have not offered franchises in any other business and we do not have business activities other than offering these franchises.

You will operate a storage and moving business featuring use of portable containers, using our system, and our trademark "Go Mini's." We are testing our "Go Mini's Miles" program in limited geographic locations. Under this optional program, you will assist Go Mini's customers ship their Go Mini's portable containers to other geographic locations. If you participate in the Go Mini's Miles program, you will receive monetary compensation from us in an amount to be determined. If you are already a Go Mini's dealer, your prior agreement with Go Mini's, LLC will be terminated and you will operate under a Franchise Agreement (attached to this Disclosure Document as Exhibit A) between you and us (Go Mini's Franchising, LLC).

Market and Competition:

The moving and storage business is well established, but the business of using mobile containers is relatively new, having started in the early 2000's. Customers include homeowners storing property for a planned move, renovation after a fire, flood or other disaster, or other reasons. Customers also include businesses of any kind, storing inventory, records or other property, construction businesses storing equipment and materials, government institutions storing equipment and supplies. The business has seasonal elements. As examples, we noticed more residential moving activity in the March through October time frame, especially between Easter and Labor Day and less moving activity from November through February. Storage for retail businesses can vary based on holiday needs. Businesses in different industries or circumstances may also have varying seasonal needs.

You will compete with other businesses that offer moving and storage services including national, regional and local van lines, movers and forwarders. Competitors include company-owned and franchised businesses in the same business as us, as well as full service moving, self-storage and truck rental companies.

Industry Specific Regulations:

The Federal Motor Carrier Safety Administration (FMCSA) regulates interstate household moves under the Safe, Accountable, Flexible and Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU). SAFETEA-LU requires interstate moving companies to obtain authority from FMCSA to conduct household goods moves and to comply with federal requirements. As examples, household goods carriers must meet licensing and registration requirements, comply with rules regarding estimates and release of goods, and provide consumers with information on their rights and responsibilities.

Many states regulate the business of providing moving services occurring entirely within the state. The regulatory agency may require registration and/or licensing of moving companies and vehicles, and impose safety, insurance, bond and other requirements. Several states regulate the self-storage and self-contained storage units industries. Laws in these states typically govern rights between a self-storage or self-contained-storage business and its customers when a customer does not pay on time, permit and regulate liens, and set procedures to notify customers and sell stored property to collect unpaid fees.

Your choice of location for your business will be subject to local laws and ordinances including zoning regulations that govern where your business can be located. Local ordinances may also govern the placement of containers on customer premises, how long containers can remain at customer property and permits that may be required.

You must also comply with federal, state and local laws that apply to operating any business, such as business tax registration, building codes, health and safety laws, laws requiring accessibility by persons with disabilities and prohibiting this and other forms of discrimination, laws against employing persons who are not authorized to work in the United States and regulations concerning land use, hazardous substance and waste disposal.

Laws vary at different times and in different places and constantly change. You should consult with your attorney and accountant about laws you must comply with.

ITEM 2
BUSINESS EXPERIENCE

Chief Executive Officer: Christopher Walls

Mr. Walls has been our Chief Executive Officer and President since June 1, 2020. From December 2019 to May 2020 Mr. Walls served as interim President and a Consultant to Go Mini's Franchising, LLC. From September 2018 to December 2019 Mr. Walls was the General Counsel and Corporate Secretary of Tangoe, Inc, a private equity funded international technology Company in Shelton, Connecticut. From April 2014 to August 2018, Mr. Walls was the Senior Vice President Operations/Legal at Simulmedia, Inc., a venture capital backed technology company in New York, New York. Mr. Walls has served on the Board of Advisors for Simulmedia since August 2018.

Senior Vice President of Operations: Ron Wyche

Mr. Wyche has been our Senior Vice President of Operations since October 2024. From August 2023 to October 2024, Mr. Wyche served as Vice President of Operations to Go Mini's Franchising, LLC. From July 16, 2020 to August 25, 2023, Mr. Wyche was Regional Director Franchise Operations for Units Moving and Portable Storage in Charleston, South Carolina. From March 19, 2019 to March 19, 2020, Mr. Wyche was Vice President/General Manager for NetMove Moving and Storage, Wheaton Van Lines in Atlanta, Georgia

Director: Rick Paulk

Mr. Paulk was elected to the Go Mini's Board on August 26, 2013. Since 2005, he has been President of Go Mini's Louisiana, LLC, a transportation and storage services company based in New Orleans, LA, which operates Go Mini's franchises in New Orleans, LA, Baton Rouge, LA, San Antonio, TX and Houston, TX.

Director: John Clancy

Mr. Clancy has been one of our directors since we were organized on March 13, 2012, and was our Chairman of the Board from January 2018 to January 2022. Since December 23, 2011, he has been a director of Go Mini's Dealers, LLC. Since January 16, 2012, he has been a director of our parent, Go Mini's, LLC. Since 1990, he has been President of Clancy Moving Systems, Inc., a transportation and storage services company based in Patterson, NY, which operates Go Mini's franchises in Patterson, NY, Bergen, NJ, Danbury, CT, Orange, NY, Rockland, NY and Westchester, NY.

Chairman and Director: William J. Locke

Mr. Locke has been our Chairman of the Board since January 2022 and a director since May 1, 2020. Since 2003 he has been President of Admiral Moving Services, Inc. in Springdale, Arkansas.

Director and Treasurer: Sheila Norris

Ms. Norris has been a director since May 2021 and our Treasurer since January 2018. Ms. Norris previously served as a director from January 2020 through July 2020 and as a director and Secretary from March 2012 to November 2019.

Director: William Barron

Mr. Barron has been a director since January 2023. Mr. Barron has served as a director of First Financial Bancorp in Cincinnati, Ohio since December 2017. Mr. Barron has served as a director of

Owensboro Riverport Authority in Owensboro, Kentucky since October 2021. Mr. Barron previously served as the President of Wm. G. Barron Enterprises, Inc. in Owensboro, Kentucky from February 1979 to February 2021.

Vice President of Digital Marketing: David Smith

Mr. Smith has been our Vice President of Digital Marketing since March 2023. Mr. Smith previously served as Marketing Manager for Scorpion in Valencia, California and Dallas, Texas from January 2020 to March 2023. Mr. Smith previously served as an Account Sales Executive for Regal Wine Company in Valencia, California from March 2019 to January 2020.

ITEM 3
LITIGATION

Go Mini's Franchising, LLC v. Art Scalise and Massachusetts Mobile Storage, LLC, Ventura County Superior Court, Case Number 56-2023-00574766-CU-BC-VTA, filed January 20, 2023. We sued this franchisee and its owner for breach of the franchise agreement, declaratory relief, specific performance, accounting and unfair business practices because the franchisee failed to report gross revenues, refused to pay royalties and other required fees, denied our access to financial data for the franchised business, refused to submit to an audit, and made unauthorized use of the Go Mini's trademarks. On June 20, 2024, we entered into a settlement agreement by which we agreed to terminate the franchise agreement and dismiss the action, and the franchisee and its owner agreed to pay us $150,000 in 3 installments, transfer to us a web domain containing the Go Mini's trademark, execute stipulations for entry of judgment and for the judge to retain jurisdiction and enforce the settlement, and to abide by other post-termination obligations of the franchise agreement.

New York Assurance of Discontinuance (NY Attorney General Case No. ADO #12-118, March 2013). In 2012, after we applied for franchise registration, the New York Attorney General investigated concerning Dealer Agreements our parent entered into in New York between 2002 and 2009. Those were before we were formed, and our parent was under substantially different ownership and management. The Attorney General determined the Agreements were franchises and our parent should have first registered as a franchisor and provided prospective dealers with a Franchise Disclosure Document. In March 2013, our parent entered into an Assurance of Discontinuance with the Attorney General. This concerned one Dealer Agreement entered into by our parent in September 2009 in New York; all the other agreements were beyond New York's statute of limitations. Our parent agreed to register as a franchisor or qualify for an exemption before selling franchises in New York, pay $4,000 as costs and penalties and offer rescission to each Dealer that entered into a Dealer Agreement in New York in the prior 6 years.

Virginia Settlement Order (Virginia State Corporation Commission Case No. SEC-2013-0004). In 2012, after we applied for franchise registration in Virginia, the Corporation Commission investigated concerning two Dealer Agreements our parent entered into in Virginia in 2005. Those activities were before we were formed, and our parent was under substantially different ownership and management. The Commission claimed our parent violated Virginia's Retail Franchising Act, by entering into Dealer Agreements without registering as a franchisor and without providing Franchise Disclosure Documents to prospective Dealers. In April 2013, we, our parent and our Director, William Norris, entered into a Settlement with the Commission. Without admitting or denying the allegations, our parent, we and Mr. Norris paid Virginia $3,500 in costs and penalties and agreed not to violate the Act in the future.

Maryland Consent Order (Securities Commissioner of Maryland v. Go Mini's, LLC, Go Mini's Franchising, LLC, and William G. Norris, Jr., Case No. 2012-0363). In 2012, after we applied for franchise registration in Maryland, the Office of the Attorney General, Securities Division, investigated concerning two Dealer Agreements our parent, Go Mini's, LLC, entered into in Maryland in 2004 and 2005. Those activities were before we were formed, and our parent was under substantially different ownership and management.

The Commissioner claimed our parent and William Norris violated Maryland's Franchise Law, by entering into Dealer Agreements without registering as a franchisor and without providing Franchise Disclosure Documents to prospective Dealers. In July 2013 we, our parent and our Director, William Norris, entered into a Consent Order with the Securities Commissioner. Without admitting or denying the allegations, our parent and Mr. Norris agreed not to violate the Maryland Franchise Law in the future and we agreed to disclose the Consent Order in the Franchise Disclosure Document.

No other litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5
INITIAL FEES

On signing the Franchise Agreement you pay us an initial franchise fee, in the amount of $45,000 for a territory with 400,000 in population. The initial franchise fee is waived for an existing Go Mini's Dealer (in existence as of October 1, 2012) converting to the Franchise Agreement. If you are an existing container dealer in business for over 1 year from another concept converting to the Go Mini's franchise program and you already own at least 40 containers, you pay a reduced franchise fee of $10,000 for a territory containing a population of up to 400,000 people; however, such converting dealers must still pay the amounts stated below for a population exceeding 400,000 people. If you are a U.S. military veteran with supporting credentials, we charge a discounted initial franchise fee of $36,000.

An existing Go Mini's dealer receives the same territory as under your dealer agreement. A new franchisee who is not a Go Mini's dealer receives a territory, typically with a population of about 400,000 people.

We will consider including additional territory(s) for a fee of $10,000 for each additional 100,000 population. We also offer franchises in territories with less than 400,000 populations and will consider a smaller territory for a reduced fee. The reduction is $10,000 per 100,000 population. However, we recommend stand-alone franchises to have at least a 400,000 population.

The franchise fee is deemed to be fully earned by us when paid. If we terminate the franchise because you did not get a location within 3 months or did not complete training to our satisfaction, we'll return the initial fee except we'll keep $10,000. If we inadvertently assign you territory that is in or overlaps territory assigned to someone else you'll be entitled to a partial refund of the initial franchise fee, not more than a pro rata refund of the portion of the initial franchise fee allocated on a population basis to the affected area. Otherwise, the initial franchise fee is not refundable.

For a new franchisee, we provide startup training to you and your manager at no additional charge. If we agree to train additional people, or if we require you to have additional people trained, you pay our standard rate, which currently is $1,000 per day for up to three days for each trainer or Franchisor representative providing training.

You must initially buy 48 containers, plus 6 containers for each 100,000 population over 400,00 in your territory. For example, a 400,000 population requires you to initially buy 48 containers. Prices vary based on container size, location and at different times. Typical approximate prices for 20-foot containers is $4,300; 16-foot containers is $4,000; and 12-foot containers is $3,750. A total for 48 containers of different

sizes is about $192,800 (assuming you purchase 16 containers of each size). The payment for containers is not refundable.

Unless otherwise indicated, all initial fees are uniformly imposed for new franchisees.

ITEM 6
OTHER FEES

Name of Fee	Amount	Due Date	Remarks (1)
Royalty	8% of Gross Sales with a monthly minimum of $400. Converting dealers from other concepts get a reduced rate of 7% of Gross Sales with a monthly minimum of $400. Converting Go Mini's dealers receive a reduced royalty rate for the first 2 years- 5% of Gross Sales in year 1 and 6% of Gross Sales in year 2. Thereafter, royalty rates increase to 7% with a monthly minimum of $400.	15th day of each month via ACH transfer.	Monthly Royalty is 8%. Converting dealers from other concepts pay a reduced rate of 7%. In each case, we charge the higher of the percentage Royalty due or $400. Converting Go Mini's dealers receive a reduced royalty rate for the first 2 years- 5% of Gross Sales in year 1 and 6% of Gross Sales in year 2. Thereafter, royalty rates increase to 7% with a monthly minimum of $400. Gross Sales is defined broadly to include all revenues from operation, activities, existence, national accounts and/or sales of the business, whether cash, credit or other. For new franchises only, we waive the minimum Royalty for the first three months, but the percentage Royalty is still due.
Annual Container purchase	$4,300 (est.) per 20 foot container $4,000 (est.) per 16 foot container $3,750 (est.) per 12 foot container	Within 365 days after purchase.	After year 1 and annually thereafter, you must buy at least 12 containers per year for each 100,000 population from us until you have 48 containers per 100,000 population. For example, for a 400,000 population you must buy at least 48 a year until you have a minimum of 192 containers. *See* Note 2 for a breakdown of container purchases by population.
Commission on Used Container Purchases	5% of container price	When Invoiced	You can buy or sell used containers to or from other Go Mini's dealers. These transactions go through us and we receive a 5% commission, paid 1/2 by each party.
Additional Training	$1,000 per day multiplied by number of trainers/Franchisor representatives providing training	When we bill you. This could be before or after training.	If we agree to train additional people, or for assistance at your business, or if we decide you need more training or assistance. Currently the rate is $1,000 per day for up to three days, for each trainer or Franchisor representative providing training. We can increase the amount by up to 3% annually upon 30 days notice to you.

Name of Fee	Amount	Due Date	Remarks (1)
Optional Programs	Varies	Before Program	We can conduct conferences on subjects like techniques, training, technology, new programs, bookkeeping, accounting and other subjects. We can charge you to attend.
Annual Conferences and other Mandatory Seminars and Training Programs	Up to $500 per person; currently $400 per person.	Before Conference or other mandatory program.	We can charge you up to $500 per person to attend our annual conferences or other required programs.
Supplies Purchases	Purchase Price of Supplies	When invoiced	Currently we are the only approved supplier of container and container parts. You pay us for items we supply you.
Marketing Fund	Up to 2% of Gross Sales, minimum $100 per month	15th day of each month	You contribute at the rate we set, up to 2% of Gross Sales or $100 per month, whichever is higher. Gross Sales is defined broadly to include all revenues from operation, retail sales, activities, existence and/or sales of the business.
Advertising Cooperative	Varies	Decided by cooperative	We can designate a geographic area that includes you, as a cooperative advertising region. You contribute to the cooperative according to the decision of the majority of its members. We (franchisor) can participate in deliberations and veto any decision.
Advertising Materials	Varies	When invoiced.	We charge you for advertising literature and materials.
Software Subscription	$100 - $300	Monthly	Payable to us for our proprietary Go Mini's 1 ("GM1") Operating System software. (See Note 3).
Technology Fee	$225 per month per location; Fee subject to 5% increase annually.	1st day of each month	Payable to us. We charge the Technology Fee to provide you a web page on our National Go Mini's website and for participation in the proprietary Go Mini's quote and reservation system. This fee includes the monthly subscription fee to use our proprietary software. Fee charged for each Franchise Agreement owned by you.
Supplier Evaluation	Estimated to be up to $5,000	When Invoiced	Payable if you want to buy or lease from a non-approved supplier and we incur costs in reviewing a proposed supplier.
Renewal Fee	$2,500	90 - 150 days before Franchise Agreement expires	You pay this fee with your notice to us that you want to renew the franchise.
Transfer Fee	$10,000	At time of transfer.	You or the proposed transferee pay this fee for a transfer of the franchise.
Transfer Service Fee	Up to 10% of the purchase price, not to exceed $60,000	At time of transfer.	Payable if we assist you procure a buyer for your franchise.

Name of Fee	Amount	Due Date	Remarks (1)
Late Charge	Greater of $50 or 1 1/2 % per month (18% per year) on past due amount (10% annually in California).	Immediately when a payment is not made on time; interest is payable each month.	These charges are added to any amount not paid to us when due. The interest rate cannot exceed the maximum rate allowed by law.
Dishonored payment. / Insufficient funds	$50 plus amount of bank charge to us.	Immediately when a payment you make is dishonored.	You pay this if your check or other payment is returned or dishonored. This is additional to the late charge. We can increase the amount by up to 3% annually upon 30 days notice to you.
Underpayment or Understatement	Amount of your understatement or underpayment.	On demand.	You pay us the amount of any underpayment or understatement revealed by our inspection or audit of your books and records.
Audit Cost	Our audit cost, estimated at $2,000 to $5,000	On demand.	If our inspection or audit of your books and records reveals an underpayment or understatement of 2% or more in any period, you reimburse our audit/inspection costs and expenses.
Insurance	Amount of premiums.	On demand.	We can obtain insurance if you don't buy, maintain or provide us proof and copies of policies. You pay all premiums or reimburse payments we made.
Indemnification	Amount incurred.	On demand.	You reimburse our costs, losses, liabilities, etc. for claims relating to your business.
Cost to Resolve Claims	Amount incurred.	On demand.	We can reach settlements, pay to remove liens, or take other remedial or corrective action we decide regarding claims, investigations and the like. You pay or reimburse us the amounts involved.
Taxes	Amount of Taxes	On demand.	You pay us all taxes imposed on us, apportioned to us, or required to be collected or paid by us on services or goods we furnish you, intellectual property we license to you, and/or us collecting money from you, or that we are otherwise required to collect or pay.
Cost of Enforcement	Amount of attorney's fees and costs, damages, costs and expenses.	On demand.	You pay these for us to obtain injunctive or other relief after expiration or termination. In any court proceeding, the prevailing party is entitled to recover attorney's fees and costs.
Operation of Your Business by Us or Our Nominee	Amount of expenses and up to $500 per day.	Immediate	We or our nominee can operate your business if we think operation may be in jeopardy, or you breach or default, or die or are incapacitated, or after termination. You reimburse our or our nominee's expenses and pay our daily management fee. You reimburse our expenses to de-identify.

Name of Fee	Amount	Due Date	Remarks (1)
Failure to Complete Training Obtain Location or Open	$10,000	After termination due to failure to complete training, obtain location or open for business.	If we terminate you for not completing training, not getting a location within 3 months or not opening within 6 months from signing Franchise Agreement, we'll refund the franchise fee but retain this amount.
Relocation Fee	$2,500	On demand	You pay us this and the legal, accounting and any other expenses we incur to consider your request for relocation.

NOTES:

1. All fees are paid to us, except that contributions to a cooperative are paid to the cooperative, and if we designate a nominee to operate your business then payments for that are to the nominee. All fees are imposed and collected by us, except contributions to a cooperative are imposed and collected by the cooperative. Fees for new franchisees are uniformly imposed, except as indicated otherwise. None of these fees is refundable, except if an insurance policy is cancelled before it expires, part of the premium may be refundable from the insurance company.

2.

Minimum Container Purchases			
Container Purchase			
Initial	Minimum 48 Containers plus 6 Containers per 100,000 population over 400,000		
Years 2 and beyond	48 Containers annually until 48/100,000 containers met		
Examples	**Population**		
Years 1-7 (illustration)	**400,000**	**800,000**	**1,000,000**
Year 1	48	72	84
Year 2	96	120	132
Year 3	144	168	180
Year 4	192	216	228
Year 5		264	276
Year 6		312	324
Year 7		360	372
Year 8		384	420
Year 9			468
Year 10			480

3. We are the exclusive licensee of our proprietary GM1 software. Developed by one of our franchisees, we pay the franchisee a monthly fee for our exclusive use of the software. Our license rights cannot be terminated for 10 years and the agreement automatically renews for another 10 years thereafter.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Item	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Initial Franchise Fee (Note 1, 23)	$45,000	Electronic or check	On signing Franchise Agreement	Us
Fee for additional territory (Note 2)	$0 - $60,000	Electronic or check	On signing Franchise Agreement	Us
Rent for 3 months and lease security deposit (Note 3)	$30,000 - $102,000	Electronic or check	On signing lease and monthly	Landlord
Utility Deposits (Note 4)	$100 - $500	Electronic or check	On signing up for utility services	Utilities
Leasehold Improvements (Note 5)	$0 - $10,000	Cash, check, credit card.	On starting and during construction	Contractors
Signage (Note 6)	$500 - $2,000	Cash, check or credit card	Before construction starts	Sign contractor
Go Mini's Containers (Note 7)	$184,500 - $206,400	Electronic or check	Before opening	Us
Equipment and fixtures (Note 8)	$0 - $5,000	Cash, check or credit card	Before opening	Approved Suppliers
Office and supplies (Note 9)	$500 - $1,000	Cash, check or credit card	Before opening	Approved Suppliers
Computer hardware, software set-up fee and annual fee for credit card processing (Note 10)	$599 - $1,224	Cash, check or credit card	Before opening	Suppliers and Us
Transport Vehicle(s) (Note 11)	$4,500 - $150,000	Cash, check or credit card	Before opening	Approved dealer or approved seller
Travel, Salary, Living Expenses - Training (Note 12)	$0 - $3,250	Cash, checks, credit card	As incurred	Airlines, Hotels, Restaurants
Go Mini's Technology Fee (Note 13)	$675	Electronic check	Monthly	Us
Business licenses and permits (Note 14)	$200 - $1,000	Cash or check	Before opening	Government agencies.
Professional fees (Note 15)	$1,000 - $5,000	Cash, check or credit card	Before signing Franchise Agreement	Your lawyer and/or CPA
Forming an entity (Note 16)	$0 - $5,000	Cash, check or credit card	Before or near time of signing Franchise Agreement	State and professional advisors

Item	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Insurance (Note 17)	$800 - $3,000	Cash, check or credit card	Before opening	Insurance companies
Grand Opening Advertising (Note 18)	$5,000	Cash, check or credit card	Before and until 60 days after opening.	Media and other suppliers
Other costs (Note 19)	$3,000	Cash, check or credit card	Before Opening	Various
Additional Funds – 3 Months (Note 20)	$15,000 - $25,000	Varies	As needed	Funds in your possession
Total (Notes 21, 22)	**$291,374– $634,049**			

Note 1 – Initial Franchise Fee. The initial franchise fee is $45,000 for a territory with 400,000 in population. We reduce the fee to $36,000 for U.S. veterans with supporting credentials. The initial franchise fee is waived for a Go Mini's dealer signing the Franchise Agreement. For container dealers in business for more than one year converting from other concepts to the Go Mini's System and who already own at least 40 containers, the initial franchise fee is reduced to $10,000 for a territory containing a population of up to 400,000 people; however, such converting dealers must pay $10,000 for each additional 100,000 population they receive.

Note 2 – Additional franchise fee. An existing Go Mini's dealer receives the same territory as under your Dealer Agreement. A new Go Mini's franchisee receives a territory with a population of about 400,000. We'll consider adding territory(s) for $10,000 for each additional 100,000 population. The low estimate of $0 assumes you are an existing dealer or a new franchisee not adding territory. The high estimate assumes you add additional territory with population totaling 1,000,000 people (6 x $10,000). If you ask and we agree to add territory with more than 1,000,000 people, your fee for this item will exceed the high estimate.

Note 3 – Rent for 3 months. Estimates are three month's rent and a security deposit equal to one month's rent, for premises of about 30,000 square feet in an area suitable and zoned for container storage, with rent estimated at up to 85 cents per square foot. The low estimate of $30,000 assumes you are able to secure a suitable location of about 30,000 square feet, zoned for container storage for .25 cents per square foot. If you are already a Go Mini's dealer, you will not have additional rent expense from signing the Franchise Agreement. The high estimate assumes rent at the high estimate per square foot. If your business is larger than 30,000 square feet, or if your rent is more than 85 cents per square foot, your cost can exceed the high estimate.

Note 4 – Utility deposit. This estimates security deposits to start service with electric, telephone, internet, water and gas utilities. The high estimate assumes you must establish accounts with all utilities. Some utility charges could be included in your lease and not separately charged, which will lower your cost. The low estimate assumes you are already a Go Mini's dealer and will not have significant expense in this category from signing the Franchise Agreement.

Note 5 – Leasehold Improvement. Estimated costs to purchase and install office, fencing and security systems. The low estimate of $200 assumes you are required to make a deposit in this amount with one utility service company to start operations. If you are already a Go Mini's dealer or have a facility with all needed improvements, you will not have additional expense in this category from signing the Franchise Agreement.

Note 6 – Signage. The estimate is for a Go Mini's logo site sign. The high estimate is for adding a sign. The low estimate of $500 assumes your location is used for multiple uses or sub-leased from another business and

therefore the signage is limited. If you are already a Go Mini's dealer with signage, you will not have additional signage expense in signing the Franchise Agreement.

Note 7 – Go Mini's Containers. On signing the Franchise Agreement you must buy from us new Go Mini's containers. You choose the mix of 12', 16' and/or 20' sizes (or other sizes, if offered). We require you to initially buy 48 containers plus 6 containers for each 100,000 in population over 400,000 in your territory. Thereafter, you are required to buy 48 containers per year until you reach 48 containers for each 100,000 in population in your territory. The low-end estimate given in this category assumes a 400,000 population territory and you purchase 30 12-foot containers, 18 16-foot containers and no 20-foot containers in your first year. The high-end estimate given assumes you buy 48 20-foot containers in your first year. First time delivery requires a representative from our company for assembly, training and safety procedures. Franchisees are responsible for paying the representative's expenses i.e. flight, hotel, car rental for first time delivery. An existing Go Mini's dealer with the required number of containers will not have expenses in this category.

Note 8 – Equipment and Fixtures. Estimate of your costs for equipment and fixtures, office furniture, and small tools needed to maintain equipment. If you are a fully equipped and fixturized Go Mini's dealer, you will not have additional expense for equipment and fixtures from signing the Franchise Agreement. The high estimate assumes you must purchase or lease equipment and fixtures.

Note 9 – Office and Supplies. This estimate is for items like a printer, copier, fax machine and telephone. The low estimate of $500 assumes you have an existing business or need to purchase less supplies. If you are already a Go Mini's dealer, you will not have additional expense for these items from signing the Franchise Agreement.

Note 10 - Computer Hardware and Software. This estimate is for the purchase of a computer operating Windows 10 or later with at least 8 gigabytes of random access memory and 2.5 ghz processor, one monitor, and a subscription to our proprietary software, which involves a $500 set up fee. The monthly subscription fee for our proprietary software is included in your monthly Technology Fee.. The low estimate of $599 assumes you already have the necessary equipment but may need to upgrade the software. If you are already a Go Mini's dealer with the required computer and already subscribe to the required software, you will not have additional expense in this category from signing the Franchise Agreement. You must pay an annual fee to our approved credit card processing provider in addition to the fees charged per transaction (see Item 8). This estimate includes the annual fee for your first year of operation.

Note 11 - Transport Vehicle(s). This estimate is for one Go Mini's approved transport vehicle, typically a 26,000 pound gross weight modified roll-back type vehicle chassis which requires a class D driver's license or regular operator's license, based on local requirements. The high estimate assumes you pay in full. The low estimate assumes you buy a vehicle with installment payments of $1,500 a month. If you are already a Go Mini's dealer and have a vehicle, you will not have additional expense in this category from signing the Franchise Agreement. You must get our consent to each vehicle you intend to buy or lease.

Note 12 - Travel, Salary, Living Expenses –Training. We provide training to a new franchisee for you and your manager at no additional charge. You and your manager must complete our training to our satisfaction. This is expected to last about three days. The low estimate of $0 assumes you are not paying salaries, travel, lodging, and food and you are located close to the training location the location we select, so there is no travel, lodging or meal expenses. If you are already a Go Mini's dealer who does not require training you will not have additional expense in this category from signing the Franchise Agreement. The higher estimates are for travel, lodging, food, miscellaneous costs and salary, totaling about $650 per day for your manager. The estimates assume you do not receive a salary. If you ask and we agree to train additional managers or if we require you to have additional managers trained, you pay our standard rate which currently is $1,000 per day. This additional charge is not anticipated and therefore is not included in the estimate.

Note 13 – Go Mini's Technology Fee. This is the estimated Technology Fee contribution for the first 3 months of operation and includes the monthly subscription fee to use our proprietary software. You must pay $225 each month per location you own to be provided a web page for your location and to participate in the proprietary Go Mini's quote and reservation system.

Note 14 - Business licenses and permits. These are estimates for licenses, permits and the like that may be required by your state and localities, such as a business license, tax permit, alarm permit, sign permit, and filing and publication of a fictitious business name statement. These are only examples; licenses and permits needed in your locality may differ. The low estimate of $200 assumes you already have an entity formed and only need to file a fictitious business name. If you are already a Go Mini's dealer with required licenses and permits, you will not have additional expense in this category from signing the Franchise Agreement.

Note 15 - Professional fees. You should consult an attorney and accountant regarding this franchise offering, and to review your proposed form of customer agreement. The low estimate assumes your fees for the lawyer and accountant are minimal. The high estimate assumes you have more extensive consultation with your lawyer and accountant and that their fees are at higher rates.

Note 16 - Forming an entity. The low estimate of $0 assumes you do not form a corporation or limited liability company because you sign the Franchise Agreement individually, or you already have such an entity. The high estimate assumes you incur these professional and government fees to form a corporation or limited liability company to be the franchisee.

Note 17 – Insurance. You must obtain and maintain the following insurance through carriers satisfactory to us: (i) comprehensive general liability coverage including personal injury, contractual liability and automobile liability coverage of at least $2,000,000, also naming us and our members, managers, officers and employees and insuring against any loss, liability, personal injury, death, property damage, property loss or expense arising or occurring on or in connection with the business; (ii) fire and casualty, extended coverage, vandalism, malicious mischief and sprinkler leakage insurance; (iii) worker's compensation, employer's liability, unemployment and state disability insurance as required by applicable law; and (iv) Employment Practices Liability Insurance with a co-defendant endorsement in our favor. These policies must state that we will receive at least 30 days prior written notice of any intent to reduce coverage or policy limits, cancel or otherwise amend the policy. All policies must name Go Mini's Franchising, LLC, and Go Mini's, LLC as additional insureds and annual certificates of insurance must be provided to us. The high estimate assumes a higher priced policy and that you pay the annual premium in a lump sum. If you get less expensive policies and pay premiums in monthly or quarterly installments your initial investment in this category may be less. The low estimate of $800 assumes you already have additional businesses and insurance but may need to increase coverage or add to the policy. If you are already a Go Mini's dealer with required insurance, you will not have additional expense in this category from signing the Franchise Agreement.

Note 18 - Grand Opening Advertising. You must develop and obtain our consent to a grand opening advertising plan for the period from one month before opening through 60 days of operation, with a budget of at least $5,000. If you voluntarily elect to spend more, your cost will exceed the high estimate. If you are already a Go Mini's dealer, you will not have a grand opening expense from signing the Franchise Agreement.

Note 19 – Other costs. This estimate is for other uncategorized promotional materials, equipment and incidental expenses. If you are already a Go Mini's dealer, you will not have additional expense in this category from signing the Franchise Agreement.

Note 20 - Additional Funds – 3 Months. You need to have at least these amounts of working capital for operating expenses, like employee salaries, fuel, and other expenses in the start-up phase of the business, which this table assumes will be about three months. Additional working capital may be needed, particularly if sales are low or expenses are high. The low estimate assumes you are in the moving and storage industry or similar

business, and/or an existing Go Mini's dealer and do not need to add to your additional capital as a result of signing the Franchise Agreement. In formulating the additional funds estimate, we used the experience of our management in operating Go Mini's dealer businesses and based the estimate on a very approximate relationship to the various other investment categories (other than the cost of containers), including the possibility of variances in these categories, as well as potential for there to be some other, unique un-estimated category of expense particular to a new franchisee.

Note 21 – Total. This total estimates your initial investment and expenses during about the first three months of operation. The amounts shown on each row are only estimates and may vary for many reasons. You are unlikely to achieve the low estimate in every category. Even an existing dealer could have expenses in some categories, to comply with the Franchise Agreement. Go Mini's Franchising, LLC intends to offer the Franchise Agreement to existing Go Mini's dealers. Those persons and entities already operate Go Mini's businesses. They previously made investments to acquire real estate, purchase containers, place deposits with utility providers, make leasehold improvements, purchase and install signage, equipment, fixtures and computers, acquire a transportation vehicle, as well as business licenses and permits. Thus, we believe existing Go Mini's dealers who choose to enter into the Franchise Agreement, will have zero expense in most of the initial investment categories. An exception is that such dealers may choose to have the agreement reviewed by a professional advisor, for which we estimate their expense will be between $1,000 and $5,000.

Note 22 - Generally none of the expenses in this chart is refundable, except security deposits may be refundable and some of the premium may be refunded when an insurance policy is cancelled before its term ends.

Note 23 - We do not offer direct or indirect financing of the initial investment.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

The location you choose for your business must meet criteria we set. Some of our criteria concern zoning, adequate space, neighborhood character, and security. We'll provide you our criteria in writing after you sign the Franchise Agreement. We can modify the criteria. We'll tell you any changes after we make them.

You tell us all the information we request, regarding any location you propose. This may include a description, photos and other details about the location and area. We'll consider that information and confer with you about the location. You also submit the proposed lease to us. The lease must include various terms we specify. You must first get our consent to a proposed location and lease before signing any lease or starting to develop a business there. Because we may not consent to a particular location or lease, it is possible that you might have to research and propose multiple locations before we consent.

The Franchise Agreement says your signs, advertising, promotion material, equipment (also including computer), software, supplies, products, furnishings, fixtures and other products we designate, must meet standards and specifications we set. You must buy insurance we specify, from carriers satisfactory to us, and containing terms we require. As of the effective date of this Disclosure Document, you must obtain and maintain the following insurance: (i) comprehensive general liability coverage including advertising injury, contractual liability and automobile liability coverage of at least $2,000,000, also naming us and our members, managers, officers and employees and insuring against any loss, liability, personal injury, death, property damage, property loss or expense arising or occurring on or in connection with the business; (ii) fire and casualty, extended coverage, vandalism, malicious mischief and sprinkler leakage insurance; (iii) worker's compensation, employer's liability, unemployment and state disability insurance as required by applicable law; and (iv) Employment Practices Liability Insurance with a co-defendant endorsement in our favor. These policies must state that we will receive at least 30 days prior written notice of any intent to reduce coverage or

policy limits, cancel or otherwise amend the policy. All policies must name Go Mini's Franchising, LLC, and Go Mini's, LLC as additional insureds and annual certificates of insurance must be provided to us.

The Franchise Agreement says we can provide you lists of approved suppliers and distributors, and lists of services and products we approve. You must buy the products and services we designate, only according to these lists, only from suppliers on these lists. We can revise these lists.

Currently, we supply new Go Mini's containers to you. You are not permitted to buy or use containers other than Go Mini's containers. You must buy new Go Mini's containers only from us. You can buy used Go Mini's containers from other Go Mini's dealers, with us serving as broker and receiving a 5% commission. In the future, for some or potentially all other products or services we could designate ourselves (franchisor) or our affiliate as an approved supplier or the only approved supplier.

You must get our consent to any vehicle you intend to buy or lease for use transporting containers. We can withhold consent on such grounds as concern for image, safety, reliability or other reasons.

You are required to use our approved supplier for credit card processing, currently Heartland Payment Systems, at our negotiated rate which is 0.5%, plus .05 cents and a credit card processing fee, ranging from 2.5% and 3.75%, depending on the type of credit card used, per transaction. You must also pay an annual fee in the amount of $99.

Our officers do not own an interest in any third-party supplier.

Any items we do not require you to buy according to our approved supplies or approved suppliers list, must still conform to any specifications and quality standards we set.

If you want to sell or use a product, supply or service we have not approved, or buy from a supplier we have not approved, you tell us in writing and ask our consent. You provide us their name and address, description of proposed product or service, and other information we request. We can require a proposed supplier to enter into a confidentiality agreement, and provide us specifications, samples, and more information. We can inspect their facilities and set delivery terms, service and other requirements. We can require you or the supplier to pay or reimburse our costs and expenses for evaluation. We don't expect that to exceed $5,000. We try to tell you our decision within a reasonable time (estimated to be about 90 days) after we get all the above items and information. We'll tell you in writing.

We can require a supplier to satisfy requirements we set as to product and service quality, pricing, reliability of delivery, inventory management, insurance, indemnification and non-disclosure; provide us samples at no charge; sell products bearing our trademarks only to our authorized franchisees and only pursuant to a trademark license we prescribe; provide us duplicate purchase invoices and other reports; let us audit them; and comply with other requests we make. We can reevaluate products, services or suppliers and withdraw consent. We tell you in writing if we withdraw consent.

We or our affiliate can charge you for products and services. The charges can include mark-ups and profit to us or our affiliate. We or our affiliate receive revenue from your purchases from us. The revenue equals the prices we charge you which you pay to us.

As of December 31, 2023we received $4,396,523 in revenue of which $2,312,495 or 53% was derived from required franchisee purchases or leases of products or services.

As of December 31, 2023, Go Mini's, LLC received no revenue from required franchisee purchases or leases of products or services.

As of December 31, 2023, Go Mini's Dealers, LLC received no revenue from required franchisee purchases or leases of products or services.

An existing Go Mini's dealer who enters into the Franchise Agreement may not need to make any startup purchase or lease from us (for example, if they already have the number of required containers), so we estimate the proportion of your required start-up purchases and leases from us will be zero. We estimate the proportion of your ongoing purchases and leases from us will be about 75% of all your ongoing purchases and leases to operate the franchise.

For a new Go Mini's franchisee, we estimate that about 50% - 80% of your startup purchases and leases will be items (mainly containers) you are required to purchase from us; and that about 65% of your ongoing purchases and leases will be purchases and leases you are required to make from us.

We may receive payments from suppliers based on your purchases. As of December 31, 2023, we received $12,357 in rebates from our credit card processing supplier, Heartland Payment Systems, based our franchisees' purchases.

There are no purchasing or distribution cooperatives among Go Mini's franchisees.

We do not currently negotiate purchase arrangements with suppliers for the benefit of franchisees. We do negotiate pricing with our supplier of new Go Mini's containers. We buy the new Go Mini's containers and we sell these to you. In the future we could seek to negotiate purchase arrangements with suppliers of other products and services.

We do not provide or withhold material benefits to you (such as renewal rights or a right to open additional business) based on whether or not you buy through sources we designate or approve. But purchases of unapproved products or from unapproved suppliers in violation of the Franchise Agreement will entitle us, among other things, to terminate your Franchise Agreement.

ITEM 9
FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the franchise and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this disclosure document.

Obligation	Section in Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	F.A. §3	7 and 11
b. Pre-opening purchases/lease	F.A. §3	5, 7, 8 and 11
c. Site development and other pre-opening requirements	F.A. §3	7 and 11
d. Initial and ongoing training	F.A. §4	5, 6, 7 and 11
e. Opening	F.A. §3(g)	11
f. Fees	F.A. §§4(h), 5(b)(7), 6, 9, 10, 13(a), 13(f), 13(i), 13(l), 15(e), 20(c), 21(c)(9), 21(c)(10), 26(c), 26(k); F.A. Addendum	5, 6, 7 and 11

Obligation	Section in Agreement	Disclosure Document Item
g. Compliance with standards and policies/operating manual	F.A. §, 3(g), 7, 8(e), 12, 14, 15(a), 16, 17, 19, 24(b)(5), 24(c)(2), 25(a)(7)	8, 11, 14 and 16
h. Trademarks and proprietary information	F.A.§17, 19	13 and 14
i. Restrictions on products/services offered	F.A. §8, 12	8 and 16
j. Warranty and customer service requirements	F.A. §8, 11(a), 11(b), 12	Not Applicable
k. Territorial development and sales quotas	Not Applicable	Not Applicable
l. On-going product/service purchases	F.A. §8, 9, 11	8
m. Maintenance, appearance and remodeling requirements	F.A. §5(b)(2), 12(d)	Not Applicable
n. Insurance	F.A. §20	7 and 8
o. Advertising	F.A. § 13, 18	6, 7 and 11
p. Indemnification	F.A. §20	6
q. Owner's participation/management / staffing	F.A. §12(a), 12(b), 26(t)	11 and 15
r. Records/reports	F.A. §15	6
s. Inspections and audits	F.A. §3(j); 15	6
t. Transfer	F.A. § 21	6 and 17
u. Renewal	F.A. §5	6 and 17
v. Post-termination obligations	F.A. §25	17
w. Non-competition covenants	F.A. § 19(j), 19(k), 19(l)	17
x. Dispute resolution	F.A. §26(o)	17
y. Open and operating hours	F.A. §12(q)	16
aa. Franchisor Right to Resolve Claims	F.A. §20(h)	11
bb. Franchisor Operation of the Business	F.A. §21(c); 24(d), 25(b)	Not Applicable
cc. Franchisor Right of First Refusal	F.A. §19	Not Applicable
dd. Independent Contractor Relationship	F.A. §26(e)	Not Applicable

ITEM 10
FINANCING

We do not offer direct or indirect financing. We do not guarantee your note, lease or obligation.

ITEM 11
FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING

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

Pre-Opening Obligations

Before you open your business for business, we will:

1. Provide you our location criteria for a Go Mini's business (Franchise Agreement Section 2(b)).

2. Consider and decide on consenting to a location and lease you propose for your business. (Franchise Agreement Section 3(e)). Factors we consider may include any one or more of: meeting our location criteria, rental or purchase price, our assessment of the location and neighborhood, demographics; accessibility, traffic, parking, size, physical characteristics, closeness to or distance from other moving and storage businesses (Go Mini's and others), lease terms and terms we require in the lease, any knowledge about the landlord and neighboring tenants.

We do not own or lease your premises or select your site. You must get our consent to your proposed location and lease. You must do this and enter into a lease and open for business within 6 months after signing the Franchise Agreement. (Franchise Agreement Sections 3(f) and 3(g)). The Franchise Agreement does not state a time limit for us to consent or disapprove a site. If you and we cannot agree on a location, or you don't identify a location and sign a lease and open for business within six months, we can terminate the Franchise Agreement, and return the initial franchise fee you paid us, less $10,000 which we keep. We can extend these times if you ask and you are making good faith efforts to comply and the delay is not your fault. We are not obligated to grant an extension.

3. Decide whether to do any pre-opening inspection(s) of your business. You must comply with requests we make resulting from inspections. (Franchise Agreement Section 3(j)).

4. Make available an initial training program to you and your manager (Franchise Agreement Section 4(a)). Both of you must complete training to our satisfaction. We determine the duration, location(s), subjects, composition, and number of trainees who may participate in any and all training programs.

5. Provide you our specifications for equipping a Go Mini's business (Franchise Agreement Sections 3(g) and 8(a)). We don't provide or install equipment. We provide you names of suppliers we approve. (Franchise Agreement Section 8(b)). You are responsible to construct the location and make sure you comply with all laws, zoning and building codes. (Franchise Agreement Section 3(g)).

6. Provide you our signage specifications (Franchise Agreement Section 3(i)).

7. Provide you a specimen form of agreement to use with customers. You must have this reviewed, edited as your lawyer determines is needed or recommended, and approved by your lawyer. Or you and your lawyer could propose your own form. We will review the form of written agreement you propose to use with your customer, and tell you if we consent to the form of agreement or not. (Franchise Agreement Section 12(m)).

8. If you ask, we could agree to provide you additional pre-opening training, which you pay for. (Franchise Agreement Sections 4(d) and 4(h)).

9. Loan you a printed or electronic copy of or provide you online access to our confidential Go Mini's Manual (Franchise Agreement Section 14). (Franchise Agreement Section 14(b)).

10. Review the grand opening advertising plan you will propose to us, and tell you if we consent to it or not (Franchise Agreement Section 13(a)).

Length of Time Between Signing Franchise Agreement and Opening Business.

We require new franchisees to sign a lease within three months and open for business within six months after signing their Franchise Agreement. Factors that may affect this length of time include how long you need to find a location, obtain a lease, and get the location built-out and equipped. We can extend this deadline if you ask and are making good faith efforts, but we are not required to do so.

Obligations During Operation of the Franchise

After you open for business we will:

1. Review proposed advertising you submit for our consent and tell you if we consent to the proposed advertising or not. (Franchise Agreement Section 13(c)). You must submit all proposed advertising for our consent and must not use advertising that we have not consented to. (Franchise Agreement Section 13(c)).

2. We may, from time to time, make available advertising materials for your use. We can charge you for these materials in amounts equal to our costs, including but not limited to costs of materials, printing, handling, distribution, shipping and amounts allocable to our overhead. For example, printed brochures might cost you in the estimated range of $50 to $250 for a specified quantity. (Franchise Agreement Section 13(f)).

3. Decide whether and when to establish and administer a Marketing Fund, with sole discretion over its use (Franchise Agreement Section 13(i)). We'll make an accounting available to you annually after your request. (Franchise Agreement Section 13(p)).

4. We may suggest prices you should charge. If and when allowed by law, we can set minimum and maximum prices that you must comply with. (Franchise Agreement Section 12(l)).

5. Inspect your business when we deem appropriate (Franchise Agreement Section 13(o)). You must make any corrections we identify (Franchise Agreement Section 12(o)).

6. Designate services and products you must offer for sale at the business (Franchise Agreement Section 12(k)).

7. Designate suppliers and distributors authorized to supply products and services to your business and provide you a list of them (Franchise Agreement Section 8).

8. We'll provide basic services for a voice-based marketing and call-routing system. Inbound calls to our toll-free number will be automatically routed based on zip code provided by the caller. Some calls may be handled and forwarded by a live call center operator. We require you to have a live person answer all calls during business hours. We may provide, inbound call center services including providing one or more phone numbers to receive inbound calls for Go Mini's service. We can decide not to forward calls and require participation in a full service call center if you do not meet performance based requirements in our operating manual. (Franchise Agreement Section 10)

9. We'll provide you with log-in information and passwords to the national website which will enable customers in your geographic territory to request online quotes and make online reservations. You must participate in the national website. (Franchise Agreement Section 13(t)).

10. Consider, evaluate and let you know our decision on products, supplies or services you propose after you provide information and samples we request. (Franchise Agreement Section 19). We'll try to let

you know our decision in a reasonable time. (Franchise Agreement Section 8). We can require payment or reimbursement of our costs to evaluate the proposed supplier. (Franchise Agreement Section 8(f)).

11. If we believe operation of your business may be in jeopardy, or if there is a default or breach, or if you die or becomes incapacitated, we can elect to operate the business or have our nominee do so. You pay us a $500 daily management fee in addition to the other fees. (Franchise Agreement Sections 23(c), 24(e)).

12. We can take remedial or corrective action regarding any claims, actions, suits and the like, if we believe there are circumstances in which you would be required to indemnify us or that an act, error or omission by you or your personnel may harm someone or property or the Go Mini's System. You must pay or reimburse the amounts involved and our legal fees and other costs. (Franchise Agreement Section 21(h)).

Advertising

You propose a grand opening marketing plan for your business with a budget of at least $5,000. After we consent to your plan you must implement it. We may, at your request and in our sole discretion, contribute up to $2,500 toward your grand opening event. Our contribution amount will depend on the type of grand opening event you have planned for your business and will be based on the level of involvement needed from us.

After you operate 30 days, you must spend at least 3% of your gross sales on local advertising and promotion of your business each month. You must provide us written proof each month. You must submit to us for consent any advertising you propose to use. We will tell you if we consent or not. You can't use any advertising we haven't consented to, and you must stop or modify any advertising if we say so.

We may, from time to time, make advertising materials available for your use. We can charge you for these materials in amounts equal to our costs, including but not limited to costs of materials, printing, handling, distribution, shipping and amounts allocable to our overhead. For example, printed brochures might cost you in the estimated range of $50 to $250 for a specified quantity. We are not obligated to conduct any advertising. Thus, we are not required to spend any amount on advertising in your area or territory.

We established a marketing fund. You contribute to it at the rate we set. We won't set a rate higher than 2% of your gross sales or $100 per month, whichever is higher. If we operate a Go Mini's business, then for each Go Mini's business we own and operate we will contribute on a similar basis.

As of December 31, 2023, there were approximately 105 Go Mini's locations under Franchise Agreements and 30 Go Mini's locations under Dealership Agreements representing approximately 135 territories. The Dealer Agreement did not require contributions to the Marketing Fund.

The Marketing Fund is used for advertising, marketing, public relations and related purposes we decide. We can also use the Marketing Fund to pay our costs and expenses reasonably allocable to administering the Marketing Fund, but we will not use the Fund to solicit new franchise sales. The Marketing Fund can develop and market promotion items and make them available to you at a charge equal to the Marketing Fund's cost. You must offer and honor special offers and discount coupons the Marketing Fund develops. We don't assure you or any particular franchisee will benefit directly, or pro rata, or at all from advertising or marketing funded by the Marketing Fund. We are not required to use the Marketing Fund for advertising in the specific geography where you are located.

The Marketing Fund need not spend all funds in the year received. We can, but are not required to, have the Marketing Fund audited, at its expense. We will have an accounting of its contributions and expenditures prepared annually and made available to you after your written request.

As of December 31, 2023, we collected $377,360 in Marketing Fund fees. A portion of these funds were spent on social media, franchisee public relations, Industry trade shows, Internet advertising, marketing collateral, television and digital advertising, and administrative expenses.

The Marketing Funds collected and expensed in the last fiscal year ending December 31, 2023 resulted in a $150,703 deficit.

In the fiscal year ending December 31, 2023, the percentage breakdown of Marketing Fund expenditures was as follows:

Production costs to produce advertising materials and coupons	28%
Media placement costs	62%
Administrative expenses	10%
TOTAL	100%

There is no council of franchisees that advises us on advertising. We could establish one or more regional advisory councils. If we do, it will be up to us how council members would be selected, and you must participate according to rules of the council for the region that includes your business.

We could establish one or more local, regional or national advertising areas in which your business and at least one other Go Mini's business are located, as cooperative advertising region(s). You must participate in and contribute to the cooperative according to its rules, as determined by a majority of the cooperative's members. Your contributions are additional to required contributions to the Marketing Fund, but will be credited toward your required expenditures for local advertising.

We can require that proposed organizational documents of the cooperative (like articles of incorporation, bylaws, operating agreement, or the like) and operating procedures be consented to by us before adoption, and before any proposed amendment. We can participate in deliberations and veto any decision we object to or consider detrimental. We can require the de-establishment, consolidation and/or reorganization of any one or more areas as cooperative(s).

Operating System

We require you to subscribe to our proprietary software program, GM1, for management of mobile self-storage businesses. You need a computer running a Windows 10 or later operating system with at least a 2.5 ghz processor and 8 gigabytes of random-access memory, and at least one monitor. The software provider charges a $500 set up fee. The monthly subscription fee for our proprietary software is included in your monthly Technology Fee. and currently includes technical support. We estimate your initial cost to purchase the computer hardware and license the software at $1,224.

We are not obligated to provide maintenance, upgrading or other services regarding computer hardware and software. We recommend you have arrangements in place for maintenance, such as with a technical support person to regularly monitor and maintain your equipment and to call when you have a problem.

We are not obligated to but may in the future develop another proprietary computer program or select a different approved supplier for management and operation of the Go Mini's business. If we do, you may be required to buy new equipment and software, upgrade, and/or transfer data. You must cooperate and bear the expense for this.

You must provide us direct and independent access to all computer data, computer system and related information via real time access or access to recorded information, in person or electronically by phone, Internet or other electronic access, as we choose. There is no limitation on our right to access your computer system and other data.

Operating Manual

Attached as Exhibit "G" to this Disclosure Document is the table of contents of the current version of our Operating Manual. As of December 31, 2023, the manual consisted of 71 pages.

Training Program

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location of Training
Introduction	1	0	Ohio or a mutually agreed upon location
Safety	2	2	Ohio or a mutually agreed upon location
Operations	8	4	Ohio or a mutually agreed upon location
Marketing & Advertising	3	1	Ohio or a mutually agreed upon location
National Accounts	2	0	Ohio or a mutually agreed upon location
Course Review – Questions & Answering Period	1	0	Ohio or a mutually agreed upon location
Final Testing, Review, Discussion, Course Evaluation, Course Remarks	1	0	Ohio or a mutually agreed upon location
On Boarding (over 5 weeks)	0	5-12 (depending on level of experience)	Ohio or a mutually agreed upon location
Total:	18	12-19	

We intend to schedule training as needed. Generally, training will be at a Go Mini's location in Ohio. Occasionally, it is possible we could have some training conducted at one or more other operating Go Mini's locations or at a mutually agreed upon location.

The instructional materials consist of our Operating Manual and Training Guide.

Training is overseen by Ron Wyche (container construction, digital media advertising, and marketing and sales techniques, various operational and internet assistance), whose background is described in Item 2, has 25 years of experience in the subjects being taught and one year of experience with us and David Smith (digital marketing and operational assistance), who has 6 years of experience in the subjects taught and 2 years

of experience with us. You may also receive training from representatives from the container manufacturer and from GM1 software, if required.

You and your manager must attend and complete, to our satisfaction, our initial training at least 30 days before opening for business. If we agree to provide training at your business, additional to the initial training, or if we determine you need additional training, you pay our standard rates for additional training. At the effective date of this Disclosure Document the rate is $1,000 per day per trainer or Franchisor representative providing training.

We can decide to conduct additional training programs or conferences. We decide their duration, content and locations. You and your manager must attend and participate if we require. We can charge you and your manager for attending these training programs or conferences.

You pay all expenses incurred for you and your manager for training, such as compensation, transportation, meals, lodging and other living expenses. We do not pay any compensation, even for services by a trainee that benefits us or our affiliate or other franchisees.

We will not provide the initial training if you or your affiliate currently owns or operates a Go Mini's business or if the franchise agreement is executed as a renewal franchise agreement (Franchise Agreement, Section 4(a)).

The training we provide is to protect our brand and the Marks and not to control the day-to-day operation of your business.

ITEM 12
TERRITORY

The franchise is for a single, specific location. The location will be stated in the Franchise Agreement. If not stated when the agreement is signed, it will be added after you and we agree to the location. You may not operate from any other location.

While you are in compliance with the Franchise Agreement, we won't establish or operate or license others to establish or operate a physical Go Mini's business in your territory. Your territory will be stated in the Franchise Agreement by a description, map, zip codes or other boundaries.

For an existing Go Mini's dealer, your territory under the Franchise Agreement will be the same as your territory under your Dealer Agreement. For a new Go Mini's franchisee, a typical territory consists of a geographic area with a population of at least 400,000. We use data from the U.S. Census Bureau website (http://quickfacts.census.gov/qfd) to estimate population. We'll consider including additional territory(s) for an additional fee of $10,000 for each additional 100,000 population. We also offer franchises in territories with less than 400,000 population, reducing the initial fee by $10,000 for each 100,000 below 400,000.

You need our written consent to relocate. If your lease ends without your fault or if the site is destroyed, condemned or otherwise rendered unusable, we may consent to you relocating. Any relocation is at your expense.

You must use best efforts to develop, promote and grow the business.

The Franchise Agreement does not give you an option or right of first refusal for another franchise.

Except for the territory mentioned above, the franchise is non-exclusive.

Without our prior written consent, you are not allowed to advertise, market or solicit customers or sell to customers outside your territory, use the Internet or other channels of distribution, such as telemarketing or other direct marketing, to solicit customers or make sales outside your territory or advertise and market in media that circulates outside your territory.

We reserve the right to:

(1) own, operate, and grant franchises and licenses for Go Mini's businesses at the outside edge or elsewhere outside your territory;

(2) conduct business using other names, inside or outside your territory;

(3) produce, market, license, distribute and sell "Go Mini's" brand merchandise, which may include, but is not limited to, clothing, locks, toys and any other items even within your territory;

(4) produce, market, license and distribute "Go Mini's" services other than the Services you offer (for example, internet based services such as property inventorying and recordkeeping) even within your territory; and;

(5) distribute the products and services in item (3) and (4) above through any distribution method or channel including retail and wholesale, home improvement stores, distributorships, the Internet, catalog sales, telemarketing or other direct market sales, regardless of impact to you. We do not compensate you for any of this.

Because of these limitations, you will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

Continuation of your Territory does not depend on achieving a certain sales volume, market penetration, or other contingency. But it is conditioned on you complying with the terms of the Franchise Agreement.

The Franchise Agreement does not grant us the right to modify your territory rights from those described above.

The Franchise Agreement provides that if we inadvertently assign you territory that is in or overlaps a territory assigned to someone else, you'll be entitled to a partial refund of the initial franchise fee, not exceeding a pro rata refund of the portion of the initial franchise fee allocated on a population basis to the affected area.

The Franchise Agreement restricts you from servicing customers at your business who come from outside your Territory without our prior written consent. There is no restriction on us from soliciting or accepting orders of Go Mini's brand merchandise or other services you are not authorized to provide from inside your territory. We will not compensate you for such orders/services We do not operate a Go Mini's business, therefore we have no occasion to solicit or accept orders for the services you are authorized to provide in your territory; but we could receive inquiries on our website, or call center and refer those calls to you or other Go Mini's franchisees or dealers depending on referral criteria.

ITEM 13
TRADEMARKS

We grant you permission to use certain trademarks, according to our instructions, rules and procedures, in operating and advertising your business. These include the word "Go Mini's," and the logo that appears on the cover page of this Disclosure Document.

Go Mini's Trademarks	Ownership and Registration Status	Goods and Services
GO MINI'S (Typed Drawing)	Status: Registered on Principal Register (renewed March 6, 2013 and June 12, 2023) Reg. No. 2,681,963 Reg. Date: January 28, 2003 Owner: Go Mini's, LLC	Moving and storage services, namely, rental of self-contained, movable storage containers for goods.
MINI STORAGE ON THE GO	Status: Registered on Principal Register (renewed January 24, 2015) Reg. No. 3,037,612 Reg. Date: January 3, 2006 Owner: Go Mini's, LLC	Moving and storage services, namely, rental of self-contained, movable storage containers for goods.
MINI'S TO GO	Status: Registered on Principal Register (renewed May 7, 2015) Reg. No. 3,069,239 Reg. Date: March 14, 2006 Owner: Go Mini's, LLC	Moving and storage services, namely, rental of self-contained, movable storage containers for goods.
GO MINI'S	Status: Registered on Principal Register (renewed June 12, 2023) Reg. No.: 4,431,623 Reg. Date: November 12, 2013 Owner: Go Mini's, LLC	Metal containers for the storage and transportation of goods; general purpose metal storage containers.
GO MINI'S® MOVING & PORTABLE STORAGE	Status: Registered on Principal Register (renewed June 12, 2023) Reg. No.: 4,431,624 Reg. Date: November 12, 2013 Owner: Go Mini's, LLC	Metal containers for the storage and transportation of goods; general purpose metal storage containers; and Moving and storage services; rental of self-contained, movable storage containers for goods; Moving and storage of goods.
GO MINI'S MILES	Status: Registered on Principal Register Reg. No.: 7,461,011 Reg. Date: July 30, 2024 Owner: Go Mini's, LLC	Moving and storage services; rental of self-contained, movable storage containers for goods; Moving and storage of goods; Rental of fixed and movable storage containers to commercial and residential users

All the trademark registrations referred to above are on the Principal Register of the United States Patent and Trademark Office. All required affidavits regarding the above registered trademarks have been filed.

You must notify us in writing if you learn of any demand, claim or suit alleging infringement by you of any trademark. If you used the trademarks in compliance with the Franchise Agreement, we will take the action we deem appropriate to defend and indemnify you against a third-party claim that your use of a trademark according to the Franchise Agreement, infringes that party's trademark rights. We won't indemnify or defend for trademark usage not in compliance with the Franchise Agreement.

We can control any litigation or administrative proceedings involving licensed trademarks and determine whether not to defend and/or settle a claim, using counsel we choose. You must cooperate with us. You can't settle or compromise without our written consent.

You must notify us immediately on learning that any third party is or may be using a mark that is the same or confusingly similar to any trademark we license to you, who you believe is not authorized to use them. We have the right to decide what action to take, if any.

If we decide it is advisable to stop, modify or update use of any trademarks or adopt additional or substitute trademarks, you must comply with our request, at your expense. We might do this sometimes to refresh the trademarks, or modernize, or other reasons.

Go Mini's, LLC granted us a non-exclusive, non-assignable license to use the above marks in making, selling and distributing products and services, and at businesses we may operate, and to license the marks to you as part of the franchise. The license has a one year term, which renews automatically for successive yearly periods, until either party provides written notice to terminate, within sixty days before expiration of a term.

We are not aware of any infringement of or anyone having superior rights to the trademarks. There is no material determination of the United States Patent and Trademark Office, the Trademark Trial and Appeal Board or any state trademark administrator or court; and no pending infringement, opposition or cancellation proceeding nor any material federal or state court litigation regarding the above marks or our use or regarding ownership of the marks.

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We do not own rights in or licenses for patents or for registered copyrights that are material to the franchise. We do not have any pending patent or copyright applications.

We claim and will claim copyright ownership in various advertising and marketing materials, and other original works used in our business and made available for your use. We also claim copyright ownership in the Go Mini's Manual. Many or all of these copyrights may not be registered in the Copyright Office of the Library of Congress. Generally, the duration of copyrights is 95 years from publication. In view of the recent creation of such materials, we do not anticipate expiration in the foreseeable future, of any copyrights that are material to the franchise.

You must immediately notify us in writing if you learn any demand, claim or suit claiming infringement by you of any copyright. If you used the copyrighted works in compliance with the Franchise Agreement, we will take action we deem appropriate to defend and indemnify you against a claim by a third party alleging that your use of a copyrighted work according to the terms of the Franchise Agreement, infringes that party's copyright. We won't indemnify or defend for copyright usage not in compliance with the Franchise Agreement.

We can defend or settle a claim using counsel we choose. You must cooperate with us. You can't settle or compromise without our written consent.

You must notify us immediately on learning that any third party is or may be using a material that appears to be copied from our copyrighted works, who you believe is not authorized to use them. We have the right to decide what action to take, if any.

If we decide it is advisable to stop, modify or update use of any copyrighted works, or use additional or substitute works, you must comply with our request, at your expense. We might do this sometimes to modernize, or other reasons.

We claim trade secret ownership in the Go Mini's Manual and certain instruction methods, program materials, promotion materials (prior to public disclosure), marketing and business methods, advertising concepts and operating procedures. We anticipate that additional information will be trade secret. We'll disclose trade secrets to you in lending you the Go Mini's Manual, providing you standard plans for a business, and performing the Franchise Agreement. You must maintain confidentiality of our trade secrets during and after the term of the Franchise Agreement. You must not use our trade secrets in any other venture or any way not authorized in writing by us. You must not make any unauthorized copy of trade secrets. You must follow procedures we state to protect our trade secrets.

Go Mini's, LLC owns the domain for the Internet website we use (www.gominis.com) and is the subscriber for the phone number we use (1-866-GO-MINIS). They license the use of these to us, under the License Agreement described in Item 13. As between you and us, we are deemed to be the sole owner of the domain name and phone number, and other domain names we or our affiliates may establish. You must not register or acquire a registration for any domain name in any class or category that contains the phrase "Go Mini's" or any of the other above words or phrases, or any abbreviation, acronym, variation or word or phrase similar to these. If you do so, you must immediately assign it to us.

You can't be in a competing business anywhere while the Franchise Agreement is in effect, and for a period of 18 months after it ends, anywhere within a 50 mile radius of a Go Mini's business.

If we ask, you must obtain similar promises from your personnel.

ITEM 15
OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You, or if you are an entity like a corporation or limited liability company, then an individual designated by you, but subject to our consent, must personally supervise the business and operations and assure your compliance with the Franchise Agreement. We recommend, but we do not require, that the owner be personally active and supervise the business at its premises on a day-to-day basis.

If we ask, you must obtain promises and written agreements from your manager and other personnel, concerning protection of our trade secrets, not diverting business and not being in a competing business. Our form of Agreement for this purpose is attached as Exhibit "D" to this Disclosure Document. Your manager must complete our initial training and any other training we specify, and devote full-time energy and best efforts to management and operation of the center.

If you are an entity, then whoever signs the Franchise Agreement, also agrees personally and individually to accept the duties and obligations of the franchisee.

If you are an entity, we can require you to have each owner sign a guaranty in substantially the form attached as Exhibit "E" to this Disclosure Document. We do not require spouses to sign the personal guaranty unless they too are owners/principals of the franchisee entity.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer at the business all services, programs and products we designate, and must not offer and must discontinue offering any service, program or product that we restrict or prohibit. The Franchise Agreement does not restrict us from making such changes.

You must be open for business at least the minimum number of hours per day, or at least specified hours per day, we specify. To protect the System and brand, we can require you to be open as many as 365/366 days per year, up to 10 hours per day. We can require you to open and operate at special additional days and hours as needed to serve particular customers or circumstances.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this disclosure document.

THE FRANCHISE RELATIONSHIP

Provision	Sections in Franchise Agreement	Summary
a. Term of the franchise	5(a)	Term is ten years, or the remaining term under your existing Go Mini's Dealer Agreement, whichever is shorter.
b. Renewal or extension of the term	5(b)	Ten years.
c. Requirements for you to renew or extend	5(b)-5(d)	You: always comply with Franchise Agreement; notify us 90 - 150 days before term ends; pay $2,500 renewal fee; prove you have right to keep the premises for renewal term; complete upgrading and refurbishing; bring location into compliance with our requirements; sign new Franchise Agreement (which may materially differ from current agreement) 45 days before current agreement expires; and sign general release. You and your manager attend refresher program. You must satisfy all our then requirements for new or renewal franchisee. There must not be any grounds for termination. You may be asked to sign agreements that contain materially different terms and conditions than your current agreements.

Provision	Sections in Franchise Agreement	Summary
d. Termination by you	24 Franchise Agmt. Addendum Sec. A	You cannot terminate before expiration without our consent. For converting Go Mini's Dealers, we may grant you a termination right in the first 3 years. Thereafter, you cannot terminate before expiration without our consent (subject to state law).
e. Termination by us without cause	24(d)	Normally, no termination by us without cause. But if a fire or other casualty, or eminent domain by government requires closing for over 30 days, we can terminate or require you to relocate unless repair or reconstruction starts within the 30 days and the center reopens within 90 days.
f. Termination by us with cause	24(b); 24(c)	Depending on the cause for termination, we can terminate with limited or no opportunity to cure, or if you fail to cure after we provide you an opportunity to cure.
g. "Cause" defined - defaults which can be cured	24(b), 24(c)	Failure to pay us or someone related to us (curable within 5 days after notice); failure to comply with a provision of the Franchise Agreement or a standard or operating procedure (curable within 30 days after notice).
h. "Cause" defined - defaults which cannot be cured	24(b)	You fail to obtain location, or to equip location, or complete training on time; make misrepresentation or omission in applying for franchise; plead no contest or conviction of crime; misuse or unauthorized use of our trademark, copyright or trade secret; impair goodwill or value of our trademark, copyright or trade secret; misuse, disclose or duplicate part of Go Mini's Manual, trade secret or confidential information; abandon, or fail to operate 5 days; surrender or transfer control of location, make or attempt unauthorized assignment; fail to assign interest of deceased or incapacitated owner; understate revenues, royalties or fees by over 2% two times; go bankrupt or insolvent; have a receiver appointed; make assignment for benefit of creditors; unsatisfied judgment for 30 days; suffer execution against business or property; suffer foreclosure; fail 2 times in 12 months to submit reports, information or records when due; fail 2 times in 12 months to pay royalties, advertising contributions, or amounts due for purchases, fail to comply with Franchise Agreement; violate health or safety law; commit safety or health hazard; repeatedly breach Franchise Agreement; fail to pay any amount due within 5 days; breach any other provision of the Franchise Agreement and not cure within 30 days.

Provision	Sections in Franchise Agreement	Summary
i. Your obligations on termination/non-renewal	25	Stop operating business; not indicate you are our present or former franchisee; stop using advertising, trade secrets, trademarks, copyrights, confidential information, and other indicia of us; assign lease to us if we elect, de-identify the business so it does not suggests connection with us; cancel or if we elect, assign to us any assumed name registration; provide us proof; pay all amounts owing to us; return Go Mini's Manual and other materials; transfer to us the service for your phone and fax numbers, internet and email addresses and domains and social media addresses; cooperate in notifying suppliers of the transfer; sign documents we ask; sell us assets if we elect; comply with post-term covenants; cooperate in our entering and operating the location; account for and pay us any profits in post-termination operation.
j. Assignment of contract by us	21(a)	We have right to transfer, acquire other entities, be acquired or do other transactions. These could result in us being affiliated with and servicing other system even in your territory.
k. "Transfer" by you - definition	21(b); 21(d)	Sale, assignment, transfer, conveyance, gift, pledge, assignment as security, encumbrance of all or part of your interest in Franchise Agreement or franchise or entity which owns interest in the franchise; transfer due to death or incapacity not in compliance with Franchise Agreement provisions allowing transfer in these circumstances.
l. Our approval of transfer by you	21(c)	You must get our prior written consent to making, offering or allowing any transfer.
m. Conditions for our approval of transfer	21(c)	We can require all your debts be paid and obligations satisfied; you not be in breach; you sign a general release; your proposed transferee satisfy us they meet our standards and have good reputation, credit and ability; proposed transferee upgrade business to our standards; you and your owners remain liable for obligations to us, and sign instruments we request; proposed transferee and manager complete training; you or proposed transferee pay us $10,000 transfer fee and our expenses in the transfer and if we assist you procure a transferee, you pay us a Transfer Service Fee.

Provision	Sections in Franchise Agreement	Summary
n. Our right of first refusal to acquire your business	22	You must notify us of, and we have first refusal to accept terms of your proposed sale, transfer or assignment. We have 60 days after getting all information to let you know. We can substitute cash for any kind of payment proposed in the offer; our credit is deemed to be at least as good as your proposed purchaser; we get at least 60 days to prepare for closing; we get written representations and warranties from you of clear title to assets; assets are in good condition; no breach of any agreement; no undisclosed liabilities. In a transfer of a partial interest, we have option to purchase entire interest in you or the franchise. You must get lease assigned to us.
o. Our option to purchase your business	Not Applicable	We don't have an option to purchase your business. (But, as described in the preceding row, we have a right of first refusal to buy your business on the terms you propose to sell it to someone else).
p. Your death or disability	23	If you die or become permanently incapacitated (or your shareholder or key person if you are an entity), surviving spouse, heirs, or estate or incapacitated person's legal representative, has 180 days to participate in ownership. They must keep all our standards, perform all obligations, and satisfy all qualifications for a purchaser or sell, in compliance with the Franchise Agreement to a buyer who satisfies our standards. From date of death or incapacity until qualified, trained person takes over, we or our nominee can operate the business. You reimburse our expenses and pay us a management fee.
q. Non-competition covenants during the term of the franchise	19(i) - 19(k)	You must not own, maintain, engage in, consult with, have any interest in or transfer the location to any competitive business. You must not divert business or customers to a competitor (subject to state law).
r. Non-competition covenants after the franchise is terminated or expires	19(l)	For 18 months after Franchise Agreement ends, you must not own, maintain, engage in, consult with, have any interest in or transfer the location to a competing business within 50 miles of yours or any Go Mini's business (subject to state law).
s. Modification of the agreement	27	Franchise Agreement may be amended only by a written instrument signed by both parties.
t. Integration/merger clause	27	The Franchise Agreement and ancillary agreements are our entire agreement. But these do not disclaim representations we make in this Disclosure Document. Only the terms of the franchise agreement are binding (subject to state law). Any representations or promises outside of the disclosure document and franchise agreement may not be enforceable.

Provision	Sections in Franchise Agreement	Summary
u. Dispute resolution by arbitration or mediation	Not Applicable	In Sec. 26(o), Franchise Agreement provides for solving disputes in court (subject to applicable state law).
v. Choice of forum	26(o)	Litigation in Florida (U.S. Dist. Court for Middle District of Florida, or Florida Circuit Court in Lee County), subject to state law.
w. Choice of law	26(o)	Florida law applies, subject to state law.

ITEM 18
PUBLIC FIGURES

We do not currently use any public figure to promote the Go Mini's franchise.

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in this Item 19 may be given only if: (1) a franchisor provides the actual records or an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned, affiliate-owned or franchised business. We do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing business, however, we may provide you with the actual records of that business. If you receive any other financial performance information or projections of your future income, you should report it to our management by contacting Chris Walls, 9160 Forum Corporate Parkway, Suite 350, Ft. Myers, Florida 33905. Telephone: 877-604-6464, the Federal Trade Commission and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Go Mini's Franchises

Table 1
Systemwide Franchise Outlet Summary For Years 2021 to 2023

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2021	84	96	+12
	2022	96	96	0
	2023	96	105	+9

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Company-Owned	2021	0	0	0
	2022	0	0	0
	2023	0	0	0
Total Go Mini's Outlets	2021	84	96	+12
	2022	96	96	0
	2023	96	105	+9

Table 2
Transfers of Franchised Outlets to New Owners For Years 2021 to 2023*

State	Year	Number of Transfers
Georgia	2021	0
	2022	0
	2023	1
Idaho	2021	0
	2022	0
	2023	2
New York	2021	0
	2022	1
	2023	0
North Carolina	2021	1
	2022	0
	2023	0
Tennessee	2021	0
	2022	0
	2023	0
Wisconsin	2021	1**
	2022	0
	2023	0
Total	2021	2
	2022	1
	2023	3

* If a state is not mentioned in the above table, there were no transfers in that state in the periods indicated.
** This location was transferred to another franchisee in 2021, however the new franchisee did not begin operations until April 2022.

Table 3
Status of Go Mini's-Franchised Outlets for Years 2021 to 2023

State	Year	Outlets at Start of Year	Outlets Opened	Termina-tions	Non-renewals	Reacquired by Franchisor	Ceased Operation Other Reasons	Outlets at End of the Year
Alaska	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Arkansas	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
California	2021	6	0	0	0	0	0	6
	2022	6	0	0	0	0	0	6
	2023	6	0	0	0	0	0	6
Colorado	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
Connecticut	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
Florida	2021	5	1	0	0	0	0	6
	2022	6	2	0	0	0	0	8
	2023	8	0	0	0	0	0	8
Georgia	2021	6	0	0	0	0	0	6
	2022	6	0	0	0	0	0	6
	2023	6	0	1	0	0	0	5
Idaho	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
Illinois	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
Indiana	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	0	5

State	Year	Outlets at Start of Year	Outlets Opened	Termina-tions	Non-renewals	Reacquired by Franchisor	Ceased Operation Other Reasons	Outlets at End of the Year
	2023	5	0	0	0	0	0	5
Kansas	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Kentucky	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
Louisiana	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
	2023	4	0	0	0	0	0	4
Massachusetts	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
Michigan	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
Missouri	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	2	0	0	0	0	3
New Hampshire	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	1	0
	2023	0	0	0	0	0	0	0
New Mexico	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
New Jersey	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
New York	2021	4	1	0	0	0	0	5
	2022	5	0	0	0	0	0	5
	2023	5	0	0	0	0	0	5

State	Year	Outlets at Start of Year	Outlets Opened	Termina-tions	Non-renewals	Reacquired by Franchisor	Ceased Operation Other Reasons	Outlets at End of the Year
North Carolina	2021	3	2	0	0	0	0	5
	2022	5	0	0	0	0	0	5
	2023	5	1	0	0	0	0	6
Oklahoma	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	1
	2023	2	0	1	0	0	0	1
Ohio	2021	2	5	0	0	0	0	7
	2022	7	0	0	0	0	0	7
	2023	7	0	0	0	0	0	7
Oregon	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	5	0	0	0	0	6
Pennsylvania	2021	0	1	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
South Carolina	2021	0	2	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
Tennessee	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	0	5
	2023	5	0	0	0	0	0	5
Texas	2021	7	0	0	0	0	0	7
	2022	7	1	0	0	0	0	8
	2023	8	2	0	0	0	0	10
Utah	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Washington	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
West Virginia	2021	2	0	0	0	0	0	2

State	Year	Outlets at Start of Year	Outlets Opened	Termina-tions	Non-renewals	Reacquired by Franchisor	Ceased Operation Other Reasons	Outlets at End of the Year
	2022	2	0	0	0	0	2	0
	2023	0	0	0	0	0	0	0
Wisconsin	2021	3	0	0	0	0	0	3*
	2022	3*	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
Totals	2021	84	12	0	0	0	0	96
	2022	96	3	0	0	0	3	96
	2023	96	11	2	0	0	0	105

* One of these locations was transferred to another franchisee in 2021, however the new franchisee did not begin operations until April 2022.

Table 4
Status of Company-Owned Outlets For Years 2021 to 2023

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold To Franchisees	Outlets at End of the Year
All States	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
Total	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0

Table 5
Projected Franchise Openings as of December 31, 2023

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Go Mini's – Owned Outlets In the Next Fiscal Year
Texas	1	1	0
Total	1	1	0

Go Mini's Dealers

Table 1
Systemwide Dealer Outlet Summary For Years 2021 to 2023

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Dealers Under Prior Form of Dealer Agreement	2021	43	37	-6*
	2022	37	32	-5
	2023	32	31	-1
Company-Owned Dealer Outlets	2021	0	0	0
	2022	0	0	0
	2023	0	0	0
Total Go Mini's Dealer Outlets	2021	43	37	-6
	2022	37	32	-5
	2023	32	31	-1

* 3 of these Dealerships converted to Franchises.
*Dealership converted to Franchise (Missouri)

Table 2
Transfers of Dealer Outlets to New Owners For Years 2021 to 2023*

State	Year	Number of Transfers
Massachusetts	2021	0
	2022	1
	2023	0
Total	2021	0
	2022	1
	2023	0

* If a state is not mentioned in the above table, there were no transfers in that state in the periods indicated.

Table 3
Status of Go Mini's-Owned Dealer Outlets for Years 2021 to 2023

State	Year	Outlets at Start of Year	Outlets Opened	Termina-tions	Non-renewals	Reacquired by Franchisor	Ceased Operation Other Reasons	Outlets at End of the Year
Arizona	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Florida	2021	5	0	0	0	0	2	3
	2022	3	0	0	0	0	1	2
	2023	2	0	0	0	0	0	2

State	Year	Outlets at Start of Year	Outlets Opened	Termina-tions	Non-renewals	Reacquired by Franchisor	Ceased Operation Other Reasons	Outlets at End of the Year
Georgia	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
Kentucky	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
Maryland	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Massachusetts	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
	2023	4	0	0	0	0	0	4
Minnesota	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Missouri	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	1	0
Montana	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
New Hampshire	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
New York	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	2	1
	2023	1	0	0	0	0	0	1
North Carolina	2021	2	0	0	0	0	1	1
	2022	1	0	0	0	0	1	0
	2023	0	0	0	0	0	0	0
North Dakota	2021	1	0	0	0	0	0	1

State	Year	Outlets at Start of Year	Outlets Opened	Termina-tions	Non-renewals	Reacquired by Franchisor	Ceased Operation Other Reasons	Outlets at End of the Year
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Ohio	2021	2	0	0	0	0	2	0
	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
Pennsylvania	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	0	5
	2023	5	0	0	0	0	0	5
Rhode Island	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
South Carolina	2021	2	0	0	0	0	1	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Tennessee	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
Texas	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	1	1
	2023	1	0	0	0	0	0	1
Vermont	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Virginia	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Washington	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Wyoming	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1

State	Year	Outlets at Start of Year	Outlets Opened	Termina-tions	Non-renewals	Reacquired by Franchisor	Ceased Operation Other Reasons	Outlets at End of the Year
	2023	1	0	0	0	0	0	1
Totals	2021	43	0	0	0	0	6	37
	2022	37	0	0	0	0	5	32
	2023	32	0	0	0	0	1	31

Table 4
Status of Company-Owned Dealers Outlets For Years 2021 to 2023

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold To Franchisees	Outlets at End of the Year
All States	2010	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0

Table 5
Projected Dealer Openings as of December 31, 2023

State	Dealer Agreements Signed But Outlet Not Opened	Projected New Dealer Outlets in the Next Fiscal Year	Projected New Go Mini's – Owned Dealer Outlets In the Next Fiscal Year
All States	0	0	0
Total	0	0	0

We provide 2 sets of tables 1-5. One set is for Go Mini's franchisees with operations similar to your proposed franchise. The other is for Go Mini's dealers under our parent company's now-discontinued dealership program. While Go Mini's dealers operate the same type of business as Go Mini's franchisees, they do so under terms that are substantially different from our current Franchise Agreement. Neither we nor our parent offers the dealership program any longer.

During the last three fiscal years, we have signed confidentiality clauses with some former franchisees or dealers. In some instances, current and former franchisees and dealers may sign provisions restricting their ability to speak openly about their experience with us. You may wish to speak with current and former franchisees and dealers, but be aware that not all such franchisees and dealers will be able to communicate with you.

We are not aware of any trademark specific franchisee organization associated with the Go Mini's franchise system.

Attached as Exhibit "H" is a list of the names of all Go Mini's Franchises and dealerships and their addresses and telephone numbers at December 31, 2023.

Attached within Exhibit "H" is a list of names, address and current business phone number or last known home phone number of every Go Mini's Franchise and dealership that was terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business during the year ended December 31, 20232 or who had not communicated with us during the 10 weeks before the issuance date of this Disclosure Document.

If you buy a franchise, your contact information may be disclosed to other buyers when you are a franchisee and when you leave the franchise system.

ITEM 21
FINANCIAL STATEMENTS

Attached to this Disclosure Document as Exhibit "I" are our unaudited interim financial statements for the period January 1, 2024 to August 31, 2024 and audited financial statements for the period ending December 31, 2023, 2022 and 2021. Our fiscal year end is December 31.

ITEM 22
CONTRACTS

The Franchise Agreement is attached to this Disclosure Document as Exhibit "A."

The Franchise Agreement Addendum for Converting Dealers is attached to this Disclosure Document as Exhibit "B."

The Franchise Agreement Addendum for Converting Go Mini's Dealers is attached to this Disclosure Document as Exhibit "C."

The Personal Guaranty is attached to this Disclosure Document as Exhibit "E."

The General Release is attached to this Disclosure Document as Exhibit "F."

The State Addenda is attached to this Disclosure Document as Exhibit "K."

ITEM 23
RECEIPTS

Two copies of an acknowledgment of your receipt of this Disclosure Document appear at the end of the Disclosure Document as Exhibit "L." Please return one signed copy to us and retain the other for your records.

EXHIBIT A

FRANCHISE AGREEMENT

TABLE OF CONTENTS

FRANCHISE AGREEMENT

Page(s)

1. GRANT. 1
2. LIMITED TERRITORIAL EXCLUSIVITY AND FOCUS. 1
3. LOCATION. 2
4. TRAINING. 4
5. TERM AND RENEWAL. 5
6. INITIAL FRANCHISEE FEE AND ROYALTY 6
7. FRANCHISEE ORGANIZATION. 7
8. SUPPLIERS AND SUPPLIES. 8
9. GO MINI'S CONTAINERS. 9
10. CALL CENTER SERVICE. 10
11. PURCHASE TERMS; DISCLAIMERS; LIMITATION OF LIABILITY 10
12. FRANCHISEE OBLIGATIONS. 11
13. ADVERTISING. 14
14. GO MINI'S MANUAL. 16
15. RECORDS AND REPORTS. 17
16. SYSTEM CHANGES. 19
17. TRADEMARKS AND COPYRIGHTS. 19
18. INTERNET AND TELEPHONE. 21
19. TRADE SECRET PROTECTION. 22
20. RISK MANAGEMENT. 24
21. TRANSFER. 26
22. RIGHT OF FIRST REFUSAL. 27
23. DEATH OR INCAPACITY. 28
24. DEFAULT AND TERMINATION. 29
25. DUTIES ON EXPIRATION OR TERMINATION. 31
26. ADDITIONAL PROVISIONS. 33
27. COMPLETE AGREEMENT; COUNTERPARTS. 36

FRANCHISE AGREEMENT

This Franchise Agreement is made and entered into on _____, 20____between Go Mini's Franchising, LLC, a Delaware limited liability company with its address at 9160 Forum Corporate Parkway, Suite 350., Ft. Myers, Florida 33905 ("Franchisor") and _____a(n) _____ _____ whose principal address is _____ _____("Franchisee"), with reference to the following facts:

Recitals

A. Franchisor has developed and acquired know-how and other confidential information and certain rights concerning a unique, distinctive system (the "Go Mini's System") for establishing businesses that provide storage and moving services, featuring the use of portable modular storage containers and specialized equipment for lifting and transporting the containers (the "Services"), using the trademark "Go Mini's®" and other trademarks, slogans, distinctive designs and color schemes (the "Go Mini's Marks").

B. Previously, until 2009, Franchisor's parent (Go Mini's, LLC, a Florida limited liability company) offered Go Mini's dealerships. In 2011, several Go Mini's dealers formed an entity (Go Mini's Dealers, LLC, a Florida limited liability company) which purchased a controlling interest in Franchisor's parent. The parent established Franchisor in 2012, to offer Go Mini's® franchises to existing Go Mini's dealers and to persons and entities that wish to establish a business offering Go Mini's® services under the Go Mini's System.

C. Franchisee is either an existing Go Mini's dealer, who has been operating a Go Mini's dealership under an existing Go Mini's Dealer Agreement, and wishes to cancel that agreement and operate the business pursuant to the terms of this Agreement; or alternatively, Franchisee is an individual or entity desiring to enter into the business of operating a Go Mini's business, providing the Services, and using the Go Mini' Marks, all pursuant to the Go Mini's System.

Accordingly, the parties have agreed as follows:

Agreement

1. Grant.

Franchisor grants to Franchisee, on the terms in this Agreement, the right to operate, and Franchisee undertakes the obligation to operate, a single Go Mini's movable storage business (the "Franchise") providing the Services within the Territory (defined in Section 2 and Exhibit A) using the Go Mini's Marks and Go Mini's System in operating the business.

2. Limited Territorial Exclusivity and Focus.

a. Limited Exclusivity. Subject to the limits described in Section 2(b), while Franchisee is in full compliance with this Agreement, Franchisor shall not operate or grant any other person or entity the right to operate a Go Mini's business in the geographic area identified or described in Exhibit A (the "Territory").

b. Limits. Franchisor reserves the rights directly and indirectly, itself and through others, regardless of impact on Franchisee, to: (i) own, operate, and grant licenses or franchises to own or operate Go Mini's businesses anywhere at the outside edge of or elsewhere outside the Territory; (ii) own, operate and grant licenses or franchises for businesses using other names, anywhere inside or outside the Territory; (iii) produce, market, license, distribute and sell "Go Mini's" brand merchandise, which may include, but is not limited to clothing, locks, toys, and any other items even within the Territory; (iv) produce, market, license and distribute "Go Mini's" services other than the Services (for example, internet based services such as property inventorying and recordkeeping) even within the Territory; and (v) distribute the products and services described in (iii) and (iv) through any distribution methods or channels, including retail and wholesale, home improvement stores, distributorships, the Internet, catalog sales, telemarketing or other direct market sales without compensation to Franchisee and regardless of impact on Franchisee. The statement of reserved rights in this Section 2(b) is not exhaustive. All rights not expressly granted to Franchisee are reserved to Franchisor.

c. Territory Focus. Franchisee shall conduct business only within the Territory. Franchisee shall not advertise, market or solicit customers outside the Territory, without Franchisor's prior written consent. Franchisee shall not perform the Services outside the Territory, whether or not under the Go Mini's Marks or otherwise, except to the limited extent stated below in this Section 2. Franchisee must not use the Internet, or other channels of distribution, such as telemarketing or other direct marketing, to solicit customers or make sales outside the Territory or advertise and market in media that circulates outside the Territory without Franchisor's prior written consent. Franchisee may be granted permission to service an unsold or otherwise unoccupied territory for a specified limited time, by way of written request to franchisor for specific occasions, such as disaster relief, extensive construction, or other unusual circumstance.

d. Outside Territory. Occasionally, Franchisee may receive an unsolicited customer request for services that originate in the territory of another Go Mini's franchisee or dealer. Franchisee shall not offer or agree to provide services to the customer without Franchisor's prior written consent, but shall refer the potential customer to the franchisee or dealer in that territory, or to Franchisor for re-referral to a franchisee or dealer that Franchisor deems appropriate.

e. Transport of Containers. Regardless of Sections 2(c) and 2(d), Franchisee may transport Go Mini's containers to destinations outside the Territory under guidelines Franchisor establishes and revises from time to time. As examples, the guidelines may provide that (i) when a customer relocates from a location in the Territory to a location outside the Territory, Franchisee may drop-off containers at and pick-up containers from the customer's new location, but Franchisee shall not solicit or accept other business from outside the Territory; and (ii) when Franchisee receives a customer request for service that originates in an area adjacent to the Territory, that is not another franchise or dealership territory, Franchisee may occasionally provide service, within limits that Franchisor establishes from time to time.

3. Location.

a. Establishing Location. Franchisee shall establish and operate the Go Mini's business at one location, stated or to be stated in Exhibit A. Franchisee shall lease or purchase premises for the location. Franchisee shall be solely responsible to pay the rent or purchase price for the location.

b. Criteria. Franchisor shall provide location criteria to Franchisee. Franchisee is responsible to assure the location satisfies Franchisor's criteria. At the time of entering into this Agreement, the criteria require, among other things, that the location be in the Territory, zoning that permits a container storage facility, fenced security, and satisfaction of demographic standards set by Franchisor. Franchisor reserves the right to modify the criteria from time to time.

c. Submission of Information. Before obtaining possession of a proposed location, Franchisee shall provide Franchisor a written description, photographs and any other information and details about the proposed location and surrounding areas as Franchisor requests.

d. Proposed Lease. Franchisee shall submit any proposed lease or proposed purchase agreement for the location, and all other agreements and instruments, for Franchisor's consent. Franchisor's consent may be conditioned on requiring any or all of the following as well as other terms specified by Franchisor:

(1) Franchisor shall have the right but not the obligation to receive an assignment of the lease during a reasonable time after termination or expiration of this Agreement;

(2) The lessor shall provide Franchisor all sales and other information it may have or receive regarding operation of the business;

(3) The lessor shall provide Franchisor with a copy of any default notice at the same time as it is delivered to Franchisee, and Franchisor shall have the right but no obligation, for at least thirty (30) days, to cure the default if Franchisee fails to do so;

(4) Franchisor shall have an opportunity to exercise any option or right of first refusal that Franchisee does not exercise;

(5) A statement that these provisions are in the lease for Franchisor's benefit.

e. Requirement of Franchisor's Consent. Franchisee acknowledges that: (i) Franchisee is required to obtain Franchisor's consent to a proposed location and proposed lease or purchase agreement and ancillary instruments, before leasing or buying; (ii) Franchisor may withhold consent to any one or more proposed location(s), lease(s), purchase agreement(s) and other instruments; and (iii) in view of possible withholding of consent, Franchisee may need to research, identify and propose to Franchisor multiple locations in order to obtain Franchisor's consent. Franchisor's consent to a proposed location, and proposed lease or purchase agreement, shall be granted only in writing. After Franchisor consents, the address of the location shall be stated in Exhibit A.

f. Time Limit. If a location and the lease or purchase agreement are not consented to by Franchisor within three (3) months after signing this Agreement, then Franchisor may notify Franchisee that Franchisor elects to terminate this Agreement. After termination under this Section 3(f) Franchisor shall return to Franchisee the initial franchise fee received from Franchisee, less ten thousand dollars ($10,000), which Franchisor shall retain.

g. Time to Open. Franchisee shall equip the location according to specifications that Franchisor provides, satisfy all government requirements, and open the Go Mini's franchise business within six (6) months after signing this Agreement. Before opening for business Franchisee shall assure that construction is complete, Franchisee completed initial training to Franchisor's satisfaction, Franchisee obtains all licenses needed to lawfully operate; Franchisee provides Franchisor with certificates of insurance required by Section 20; Franchisee complies with all pre-opening requirements in this Agreement and in the Go Mini's Manual, and Franchisee obtains Franchisor's written consent to open for business.

h. Extension of Time. Franchisor shall have the right following a written request from Franchisee, to extend the time period(s) in Sections 3(f) and/or 3(g) for a limited time, if Franchisee has demonstrated good faith effort to comply with such time period(s) and Franchisor is satisfied the delay is not

Franchisee's fault. Franchisor has no obligation to grant an extension or any particular number of extensions. Extensions may be granted only in writing by Franchisor.

i. Signs. Franchisee shall install and maintain signage, consented to by Franchisor, prominently identifying the location as "Go Mini's." Franchisee shall assure that all signage conforms to Franchisor's specifications, and applicable law. Franchisee shall comply with Franchisor's requests to alter signage from time to time.

j. Pre-Opening Inspection. Franchisee shall notify Franchisor in writing at least thirty (30) days before Franchisee proposes to open the location for business. Franchisor shall have the right to conduct one or more pre-opening inspections. Before opening Franchisee shall comply with all requests made by Franchisor concerning the business and location.

k. Lease Termination. If the lease for the location ends without Franchisee's fault or if the site is destroyed, condemned or otherwise rendered unusable, or if for any other reason Franchisee wants to change the operating location, Franchisor may (but is not obligated to) consent to relocation to premises acceptable to Franchisor. Any relocation shall be at Franchisee's sole expense. Franchisor shall have the right to charge Franchisee a fee of two thousand five hundred dollars ($2,500) and the legal, accounting and any other expenses Franchisor incurs to consider relocation. Franchisee shall not relocate the business without first obtaining Franchisor's written consent.

4. Training.

a. Initial Training. Franchisor shall make available an initial training program to Franchisee and Franchisee's manager (except that Franchisor has no such obligation as to a Franchise who was previously a Go Mini's dealer). If Franchisee has not previously attended or participated in Franchisor's (or affiliate's) initial training program, then Franchisee and Franchisee's manager shall diligently attend and complete initial training to Franchisor's satisfaction. The initial training program shall not be provided if (i) Franchisee or any affiliate of Franchisee owns or operates a Go Mini's business as of the date of this Agreement; or (ii) this Agreement is executed as a Renewal Franchise Agreement.

b. Completing Training. Franchisee and Franchisee's manager shall complete training to Franchisor's satisfaction, at least thirty (30) days before opening for business. If Franchisor determines that Franchisee or the manager failed to attend or successfully complete to Franchisor's satisfaction any aspect of the initial training, Franchisor may elect to let the individual re-enroll in the next initial training. If Franchisee requires additional training, Franchisor shall have the right to charge its then current fees for such training. Franchisor shall have the right to terminate this Agreement if, in Franchisor's discretion, a trainee or replacement trainee fails to successfully complete initial training. After termination on this basis, Franchisor shall refund the initial franchise fee received from Franchisee less ten thousand dollars ($10,000), which Franchisor shall retain.

c. Scope. Franchisor shall have the right to determine the duration, location(s), subjects, composition, and number of trainees who may participate in any and all training programs. Initial training provided to Franchisee may differ in time, place, content, attendees and in other respects, compared to training provided to others.

d. Mandatory Programs. Franchisee shall attend such conferences, seminars and training programs that Franchisor conducts and designates as mandatory. Franchisee shall pay Franchisor's then current fees for attending these conferences, seminars and programs in advance as directed by Franchisor.

e. Optional Programs. Franchisor may, but is not obligated to, conduct conferences concerning such subjects as techniques, training, technology, new programs, bookkeeping, accounting and other subjects. Attendance is optional to franchisee, unless Franchisor specifies that attendance is mandatory. Franchisor shall have the right to charge Franchisee a fee for attendance by Franchisee and/or Franchisee's manager to attend optional programs.

f. Expenses. Franchisee shall be responsible to pay all expenses for Franchisee and Franchisee's personnel for all training, mandatory and optional programs, including, but not limited to, travel, transportation, compensation, meals, lodging and other living expenses. Franchisor shall have no obligation to, and shall not, pay any compensation even for services performed by a trainee or other attendee for or beneficial to Franchisor or other franchisees.

g. Personnel Training. To impart to Franchisee's employees the latest procedures, techniques, standards and other information relating to the Go Mini's System, Franchisee shall conduct in-house training, meetings and other programs as Franchisor may specify.

h. Fees for Additional Training. If Franchisee requests and Franchisor agrees to provide training or assistance additional to the initial training, or to allow additional personnel of Franchisee to enroll in training, or if Franchisor establishes a fee for any additional training (including additional training that Franchisor requires) then Franchisee shall pay for these at Franchisor's then-standard rates. If Franchisee or any personnel of Franchisee fail to attend a scheduled training, then Franchisor may, but shall not be obligated to, reschedule that training, provided: (i) Franchisee shall be responsible to pay or reimburse any costs Franchisor incurs to do so; and (ii) this does not excuse the failure to attend. At the time of entering into this Agreement, Franchisor's standard rate is one thousand dollars ($1,000) per day or partial day per trainer or Franchisor representative who provides such assistance. Franchisor may increase the Additional Training Fee up to three percent (3%) annually on thirty (30) days written notice to Franchisee.

5. Term and Renewal.

a. Initial Term. The initial term of this Agreement shall start on the date stated in the introductory paragraph, and expire at the close of business on the following date:

_____

(Fill in date that is 10-year anniversary of date in introductory paragraph, or,
for Go Mini's Dealer, 10-year anniversary or end-date under Dealer Agreement whichever is shorter)

b. Right to Renew. Franchisee shall have the right to renew this Agreement for an additional term of ten (10) years, provided Franchisee satisfies all the following conditions to renewal:

(1) Franchisee and Franchisee's owners and other affiliates fully complied with this Agreement and all other agreements with Franchisor and entities affiliated with Franchisor during the term, and are in full compliance when Franchisee exercises the right to renew, and on expiration of the term of this Agreement;

(2) Franchisee made or provided for, satisfactorily to Franchisor, modernization of the business that Franchisor requires, including, but not limited to renovation of signs, improvements to containers, improvements to or replacements of moving and lift systems and other equipment, updating customer service procedures, contracts and forms and additional actions that Franchisor deems appropriate as updated elements and/or requirements of the Go Mini's System then in effect;

(3) Franchisee timely satisfied all monetary obligations owed by Franchisee to Franchisor, entities affiliated with Franchisor and others;

(4) At least forty-five (45) days prior to expiration of this Agreement, Franchisee shall sign Franchisor's then current form of Franchise Agreement for renewing franchisees. Franchisee acknowledges such agreement may provide for fees and contain terms materially different then the provisions of this Agreement, also including deletion of any provision for further renewal.

(5) Franchisee and Franchisee's owners, signed a general release, in a form prescribed by Franchisor, releasing Franchisor and Franchisor's owners, members, managers, officers and employees and affiliated entities from any and all claims (this description being only a summary; Franchisee acknowledges the scope of the release will be broader than stated herein);

(6) Franchisee shall satisfy all Franchisor's then-current qualification and training requirements for a Go Mini's franchisee;

(7) Franchisee shall have given written notice of Franchisee's desire to renew to Franchisor at least ninety (90) days but not more than one hundred fifty (150) days before expiration of the initial term, accompanied by payment of a renewal fee in the amount of two thousand five hundred dollars ($2,500);

(8) No grounds for termination in Section 24 or otherwise shall exist.

c. Disclosure. After Franchisor determines that Franchisee is eligible for renewal, Franchisor shall provide Franchisee its then current Franchise Disclosure Document and accompanying renewal agreement(s). Franchisee shall immediately sign and return a written acknowledgement of receipt of these items. Franchisee shall hold and review these items during the cooling off period required by law. Thereafter, at least forty five (45) days before expiration of this Agreement, Franchisee shall sign the applicable agreement(s) and return it/them to Franchisor.

d. Month-to-Month Agreement. If Franchisee does not sign Franchisor's then-current Franchise Agreement prior to the expiration date and Franchisee continues to accept the benefits of this Agreement after it expires, then at Franchisor's option, this Agreement may be treated either as (i) expired as of the expiration date with Franchisee then operating without a license to do so and in violation of Franchisor's rights; or (ii) continued on a month-to-month basis ("Month-to-Month Agreement") until one party provides the other with written notice of such party's intent to terminate the Month-to-Month Agreement, in which case the Month-to-Month Agreement will terminate thirty (30) days after receipt of the notice to terminate the Month-to-Month Agreement, or such longer notice period as is required by applicable law. In the latter case, all of Franchisee's obligations shall remain in full force and effect during the Month-to-Month Agreement as if this Agreement has not expired, and all obligations and restrictions imposed on Franchisee upon expiration of this Agreement shall be deemed to take effect upon termination of the Month-to-Month Agreement.

6. Initial Franchisee Fee, Royalty and Software Subscription Fee.

a. Initial Fee. On signing this Agreement, Franchisee shall pay Franchisor an initial franchise fee of $_____. This fee is deemed to be fully earned when paid, and is nonrefundable. However, if Franchisee is a pre-existing Go Mini's dealer (indicated by checking this box [__]), then the obligation in this Section 6(a) to pay an initial franchise fee is waived.

b. Royalty. Franchisee shall pay to Franchisor within fifteen (15) days after the end of each calendar month, a royalty based on Gross Sales. The rate shall be eight percent (8%) of Gross Sales or $400, whichever is higher. If Franchisee is new to the system, Franchisor shall waive the minimum royalty of $400 for the first three (3) months of operations, but the percentage royalty shall still be due.

c. Gross Sales Definition. For this Agreement, "Gross Sales" means the total of all revenues derived from the operation, activities or existence of the Go Mini's business including revenues from rentals and sales of products, national accounts and services, whether cash, credit or otherwise; insurance payments, settlements, and any other fees, commissions, rents, payments, revenues or receipts received by Franchisee related to the business. There shall be no reduction for operating costs or expenses, collection agency or credit card charges, litigation costs, income, business or other taxes. But Gross Sales shall be deemed to exclude the amount of state or local sales or use tax identified in receipts or invoices to customers and paid by Franchisee to the taxing agency.

d. Time of Payment. Franchisee shall pay royalties and other monthly payments to Franchisor not later than the fifteenth (15^{th}) day of each month, based on Gross Sales in the prior month. Royalty payments shall be made via Automated Clearing House (ACH) transfers. Franchisee shall pay all other amounts, and other fees and charges due to Franchisor, by check, wire, automatic bank debit, or other method, as Franchisor from time to time directs. Franchisee shall cooperate in and take all steps needed to facilitate and enable automatic debit and withdrawal procedures as Franchisor requests.

7. Franchisee Organization.

a. Good Standing. If Franchisee is an entity, Franchisee shall remain always validly existing, in good standing, under the laws of the state of incorporation and organization and shall qualify to do business in all jurisdictions where Franchisee's activities in the jurisdictions require qualification. This provision does not imply authorization to do business outside the Territory.

b. Charter Documents. Franchisee represents and warrants that prior to signing this Agreement, Franchisee provided to Franchisor a copy of Franchisee's Articles of Incorporation, Articles of Organization, charter, Operating Agreement, Partnership Agreement, bylaws, and any other such governing documents. Franchisee shall not amend, modify, or allow any amendment or modification to any of these without Franchisor's prior written consent to the amendment.

c. Ownership. Franchisee represents and warrants that the list of owners of Franchisee in Exhibit A is a complete list of all owners of record and beneficial owners of Franchisee and the percentages and nature of their ownership interests.

d. Transfer Restriction. Franchisee shall cause its articles of organization, articles of incorporation, bylaws and operating agreement to include stop transfer instructions against the transfer on Franchisee's records of any equity or ownership interests. Each certificate representing ownership in Franchisee shall bear a legend, satisfactory to Franchisor, that it is held, and further assignment or transfer is, subject to all restrictions imposed on transfer in this Agreement. Franchisee shall deliver a certificate to Franchisor annually, when Franchisee's annual financial statements are delivered, which lists all owners of record and all beneficial owners of any interest in the equity or voting interests of Franchisee and identifies all transfers of equity or voting interests in Franchisee which occurred in the period covered by such annual financial statement.

e. Activity Restriction. Franchisee's corporate charter, articles of organization, written partnership or operating agreement or equivalent shall at all times provide that Franchisee's activities are limited to development and operation of a Go Mini's business.

f. Authorized Activity. Franchisee represents and warrants that the execution of this Agreement and activities contemplated hereby are within the power and authorization of Franchisee's articles of incorporation, articles of organization, written partnership or operating agreement, as applicable and do not breach any agreement or restriction on Franchisee.

g. Continuing Effect. Franchisee acknowledges and agrees the representations, warranties and covenants in this Section 7 shall be continuing obligations of Franchisee.

8. Suppliers and Supplies.

a. Approved Products and Services. Franchisee shall use and/or offer for rental and sale in the business, only storage, braking, stacking, transportation and lift equipment and systems, clothing, promotional items, signage, computer hardware and software, accessories, brochures, and other equipment, products and materials, and vendor and supplier services, which meet standards and specifications established from time to time by Franchisor. Franchisee shall not use or offer for rental or sale any items or services which do not meet all standards and specifications established by Franchisor from time to time.

b. Approved Suppliers. From time to time, Franchisor may provide Franchisee a list of approved suppliers authorized to supply equipment and products for the business ("Approved Suppliers List") and a list of products and services approved for use in the business ("Approved Supplies List"). Franchisor may revise these lists from time to time. Franchisee shall purchase or obtain all designated equipment, products and services in accordance with the Approved Supplies List and Approved Suppliers List.

c. Franchisor as Supplier. For some or potentially all products or services it is possible that sometimes or at all times Franchisor will select to designate itself or an affiliate of Franchisor or another source as an approved supplier or as the sole approved supplier for a particular product or service or particular products or services. Franchisor or the affiliate shall have the right to charge prices to Franchisee for products and services that include mark-ups and profit to Franchisor or the affiliate.

d. Quality Standards. All items used in operating the business which are not specifically required to be purchased according to the Approved Supplies List or Approved Suppliers List shall conform to specifications and quality standards that Franchisor establishes from time to time.

e. Other Supplies and Suppliers. If Franchisee proposes to use, offer for rental, or offer for sale at the business any product or service which is not then approved by Franchisor, or to purchase from a supplier not designated as an approved supplier, Franchisee shall first notify Franchisor in writing and request Franchisor's consent. Franchisee shall provide in writing the proposed supplier's name and address, description of product or service proposed to be purchased, and other information Franchisor requests specifically or in the Go Mini's Manual.

f. Requirements of Proposed Supplier. Franchisor may require a proposed supplier to enter into a confidentiality agreement satisfactory to Franchisor, and to provide Franchisee specifications for products and services. Franchisor may require the proposed supplier to furnish at no cost to Franchisor, specimens of products and services. Franchisor or its designee shall be permitted to inspect facilities of the proposed supplier and establish delivery terms, service and other requirements. Franchisor may require the proposed supplier to pay or reimburse Franchisor's estimate of or actual costs and expenses for the evaluation, including but not limited to travel and living costs, costs of third party inspection and testing agencies, and costs of inspection or re-inspection, auditing of facilities, equipment and products.

g. Notice of Decision. Franchisor will use reasonable efforts to notify Franchisee of Franchisor's decision within a reasonable time after Franchisor's receipt of all information and items requested by Franchisor.

h. Supplier Compliance. Franchisor shall have the right to require any supplier to (i) satisfy requirements regarding insurance, indemnification, and non-disclosure, (ii) demonstrate the ability to supply equipment, products or services meeting Franchisor's standards and specifications also including

reliability of delivery and quality of equipment, products and services; (iii) provide from time to time on Franchisor's request free samples of products and services it intends to supply, (iv) sell any product or service bearing the Go Mini's Marks only to authorized franchisees and dealers of Franchisor and only pursuant to a trademark license agreement satisfactory to Franchisor; (v) provide Franchisor duplicate purchase invoices; (vi) otherwise comply with Franchisor's requests; and (vii) subject itself to periodic compliance audits by Franchisor or Franchisor's representatives.

i. Revocation. Franchisor shall have the right to reevaluate any products, services or supplier despite prior consent, and to revoke prior consent when Franchisor deems appropriate.

j. Acknowledgement. Franchisee acknowledges that cost and service factors may militate against having more than one supplier or multiple or additional suppliers in a market and among the factors Franchisor may consider in evaluating a proposed supplier are the effect of approval on obtaining lower distribution costs and quality and uniformity of products offered. Franchisor may determine that any products or services shall be limited to a designated brand or brands determined by Franchisor.

k. Vehicle Approval. Regardless of the foregoing, Franchisee shall obtain Franchisor's specific consent with regard to each container transportation vehicle Franchisee intends to purchase or lease for use in Franchisee's business. Franchisor shall have the right to withhold consent on such grounds as concern for image, safety, reliability or other reasons. Franchisor's consent is for Franchisor's own benefit and is not a representation or warranty as to any aspect of the proposed vehicle.

9. Go Mini's Containers.

a. Source. Franchisee shall obtain new Go Mini's containers only from Franchisor or other source approved by Franchisor. Franchisee shall not obtain new Go Mini's containers from any other source. Franchisor shall have the right to elect to require Franchisee to purchase all new containers from Franchisor and to be the sole source of new containers to Franchisee.

b. Initial Purchase. On signing this Agreement, Franchisee shall purchase from Franchisor at least forty-eight (48) new Go Mini's containers plus six (6) containers for every one hundred thousand (100,000) population over four hundred thousand (400,000) in the Territory. Franchisee may purchase any mix of container sizes, subject to shipping constraints, as Franchisee chooses from the 12', 16' and/or 20' sizes, or other offered container sizes.

c. Annual Purchases. After the first anniversary of the date stated in the introductory paragraph, Franchisee shall purchase from Franchisor or its designee at least forty-eight (48) new containers per year until Franchisee possesses a total of forty-eight (48) containers per one hundred thousand (100,000) population in the Territory. For example, for a two hundred thousand (200,000) population Territory, Franchisee must have a total of at least ninety-six (96) containers; for a four hundred thousand (400,000) population Territory, Franchisee must have a total of at least one-hundred-ninety-two (192) containers; for an eight hundred thousand (800,000) population Territory, Franchisee must have a total of at least three-hundred-eighty-four (384) containers; and for an one million (1,000,000) population Territory, Franchisee must have a total of at least four-hundred-eighty (480) containers.

The obligation in this Section 9(c) shall continue until Franchisee has the required forty-eight (48) containers needed for every one hundred thousand (100,000) population in the Territory and shall again be in effect any time Franchisee has less than that minimum number of containers. The one (1) year periods shall be measured between anniversary dates of the date stated in the introductory paragraph of this Agreement.

d. Container Prices. Franchisee's purchases of new Go Mini's containers from Franchisor shall be at prices and terms Franchisor establishes from time to time. Franchisor could require payment-in-advance, on delivery, within a certain time after delivery, different terms for different purchasers or at different times, and/or other terms.

e. Used Container Sales/Purchases. Franchisee may elect to offer Franchisee's used Go Mini's containers for sale to, and/or buy used Go Mini's containers offered for sale by, other Go Mini's dealers and franchisees. Franchisee shall do so exclusively through Franchisor. Franchisee acknowledges and agrees Franchisor shall receive a commission equal to five percent (5%) of the purchase and sale price of each used container, to be paid one-half (1/2) by the buyer and one-half (1/2) by the seller. Purchases and sales of used Go Mini's containers do not count toward the purchase requirements in Sections 9(a) and 9(b). Franchisor makes no representation or warranty regarding, and shall have no liability whatsoever regarding the used Go Mini's containers.

10. Call Center Service.

a. Availability. Franchisor may elect to arrange for or provide, inbound call center services including one or more of the following: (i) providing one or more telephone numbers to receive inbound calls from potential or actual customers asking about or seeking Go Mini's service; (ii) providing basic information to callers; (iii) determining whether or not to direct and/or route those calls; and (v) when Franchisor deems appropriate, directing and/or routing calls to Go Mini's franchisees, dealers and/or others, as Franchisor deems appropriate.

b. Outsourcing. If Franchisor elects to arrange or provide call center services, Franchisor shall have the right to provide call center service directly and/or outsource this service, having it provided by one or more third party service providers.

c. Forwarding. Franchisee shall cooperate in procedures Franchisor requires for participation in the call center service. This may include, but is not limited to, setting Franchisee's phones and other communication equipment and technology to forward to the call center according to specifications Franchisor establishes.

d. Live Answer. Franchisor shall have the right to require (and does currently require) that Franchisee's phone(s) be initially and promptly answered by a live person at all times during normal business hours, including all calls, forwarded, direct or otherwise.

e. Disclaimer. FRANCHISOR DISCLAIMS ANY REPRESENTATION AND WARRANTY AS TO ANY CALL OR REFERRAL VOLUME, OR LEVEL OR QUALITY OF CALL CENTER SERVICE, whether provided by Franchisor or by a third party supplier.

11. Purchase Terms; Disclaimers; Limitation of Liability.

a. Warranty Limit. In the absence of a manufacturer's warranty, Franchisor warrants to Franchisee that for a period of thirty (30) days after delivery of a new Go Mini's container or any other new tangible product sold by Franchisor to Franchisee, the container or product will meet Franchisor's product specifications in material respects. Where a manufacturer's warranty exists, and with regard to used Go Mini's containers, as to such goods FRANCHISOR MAKES NO WARRANTY OF ANY KIND OR NATURE and such goods are sold AS IS, WHERE IS WITH ALL FAULTS. Franchisor will endeavor to pass on the manufacturer's warranty and Franchisee shall look only to the manufacturer for any claim regarding the product. Franchisor does not warrant that any product will meet Franchisee's or any customer's or other purchaser's or user's particular specialized requirements. Franchisor makes no warranty

of any kind other than as expressly stated in this Section 11(a). FRANCHISOR DISCLAIMS ANY EXPRESSED OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE OR PURPOSE. THERE IS NO WARRANTY THAT EXTENDS BEYOND THE FACE HEREOF.

b. Limit of Liability. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 11(c) (AND, IF APPLICABLE, 11(d)), FRANCHISOR SHALL NOT BE LIABLE TO FRANCHISEE, ANY END USER, OR ANY PERSON OR ENTITY FOR ANY COST, EXPENSE, LOST PROFIT, LOST PROPERTY, LOST BUSINESS, EMOTIONAL DISTRESS OR OTHER SUFFERING, INTERRUPTION OF BUSINESS, OR FOR OTHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR ANY OTHER DAMAGE, COST, LOSS OR EXPENSE OF ANY KIND, WHETHER UNDER THIS AGREEMENT OR OTHERWISE, WHETHER ARISING FROM GOODS OR SERVICES OR FAILURE OF GOODS OR SERVICES, EVEN IF FRANCHISOR WAS ADVISED OF THE POSSIBILITY OF THAT DAMAGE, COST, LOSS OR EXPENSE. FRANCHISOR SHALL NOT BE LIABLE FOR ANY REPRESENTATION OR WARRANTY MADE BY FRANCHISEE, ANY AGENT OF FRANCHISEE OR ANY OTHER PERSON OR ENTITY.

c. Returns. Franchisee shall have the right, within thirty (30) days after receipt of a newly sold product, to determine if it is defective and request consent to return a defective product for Franchisor's choice of a refund, credit or replacement. Franchisee waives all other rights to inspect for defects, reject acceptance or otherwise return a product to Franchisor. Franchisee shall not return any product without first obtaining written return authorization consent from Franchisor.

d. LIABILITY LIMIT IN EVENT OF INVALIDITY. IF ANY OF THE FOREGOING LIMITATIONS OR DISCLAIMERS, OR ANY PART, IS OR BECOMES INVALID OR UNENFORCEABLE, THEN FRANCHISOR'S LIABILITY SHALL NOT EXCEED THE AMOUNT PAID BY FRANCHISEE TO FRANCHISOR FOR THE APPLICABLE PRODUCT FOR WHICH THE CLAIM IS MADE.

e. Conflicting Territory Liability. Franchisee agrees that in the event Franchisor inadvertently assigns to Franchisee territory that is also presently or in the future contained in or overlaps territory assigned to another franchisee or dealer, it would be difficult or impossible to determine the damages that may arise from such action. Therefore, the parties agree that liquidated damages from such an inadvertent assignment of territory to two or more franchisees and/or dealers shall entitle the affected franchisees (including Franchisee) only to a partial refund of the initial franchise fee as damages, which damages shall not exceed a pro rata refund of the portion of the initial franchise fee allocated on a population basis to the affected area. Franchisee agrees that liquidated damages described in this section is Franchisee's sole remedy in the event of an inadvertent assignment by Franchisor. An assignment of territory shall be deemed "inadvertent" so long as it was not Franchisor's intent to assign to multiple franchisees overlapping territory, even though Franchisor may, at the time of doing so in each instance, have had the intent to assign such territory to each franchisee.

12. Franchisee Obligations.

a. Best Efforts. Franchisee shall continuously devote full-time energies and use Franchisee's best efforts to develop, promote and grow the business to be operated pursuant to this Agreement.

b. Overall Supervision. Franchisee or if Franchisee is an entity, an individual designated by Franchisee shall be responsible to personally supervise the operation of the business and assure Franchisee's compliance with this Agreement. Franchisor may require that such individual satisfy ownership, training, confidentiality and other requirements that Franchisor specifies from time to time.

Within ten (10) days after the resignation, termination, or other departure of this individual, Franchisee shall notify Franchisor in writing and designate a proposed successor, who shall also be subject to the requirements of this Section 12(b).

c. Manager. Franchisee shall designate a manager who shall have day-to-day management responsibility for and shall exercise on-premises supervision of the business. Franchisee shall inform Franchisor in writing of the identity of the proposed manager and each successor. Within ten (10) days after the resignation, termination or other departure of a manager Franchisee shall notify Franchisor in writing and designate a successor or acting manager. Each proposed manager shall satisfy all requirements in the Go Mini's Manual. Franchisee shall cause each proposed manager to attend and successfully complete Franchisor's next scheduled training for managers and other training that Franchisor specifies.

d. First Class Operation. Franchisee shall maintain the business and everything located there or associated with the business, also including all Go Mini's containers in first class condition as relates to mechanical operation, cleanliness, appearance and all other respects. Franchisee shall assure that the equipment, containers and facilities of the business are always in good repair, well-lighted, kept and operated in a safe, clean, sanitary manner, in compliance with all laws and regulations and with Franchisor's requirements.

e. Employees. The personnel Franchisee retains to work in the business shall be Franchisee's agents and employees. Franchisee shall have sole discretion to determine who to retain, how many people to retain (subject to any minimum staffing requirements Franchisor may prescribe), how to compensate such personnel, terms of employment and working conditions for Franchisee's employees, when and how to discipline the personnel Franchisee hires, and when and how to terminate personnel Franchisee hires. Franchisee shall at all times comply with all applicable employment laws. .

f. Compliance with Laws. Franchisee shall operate the business in compliance with all applicable laws and regulations including, but not limited to, zoning laws and regulations, laws and regulations on commercial storage and transportation of property, safe driving, health and sanitation, laws pertaining to the privacy of customers, employees, and transactional information ("Privacy Laws"), orders of building and fire inspectors, and other government officials. Franchisee shall promptly correct any conditions, circumstances, practices or the like that any government agency disapproves or indicates is a deficiency.

g. Payments. Franchisee shall pay when due all debts and obligations to Franchisor, affiliates of Franchisor, personnel, suppliers and other third parties and all taxes, and shall maintain good relations and current accounts with all personnel, contractors and suppliers, except for amounts that are subjects of bona fide disputes.

h. Honest Dealings. Franchisee shall deal ethically, fairly, honestly and in good faith in all dealings with customers, suppliers, government agencies and all others.

i. Supply. Franchisee shall maintain a sufficient supply of equipment, space, facilities, inventory, utilities, personnel, and other items used in the business, to meet customer demand for services and to be able to respond to customer inquiries.

j. Standards. Franchisee shall at all times use in the business only products and services that conform to Franchisor's standards and specifications. Franchisee shall not deviate from Franchisor's standards and specifications whether by the use of or offer of nonconforming items.

k. Offerings. Franchise shall offer and sell all services and products that Franchisor specifies from time to time. Franchisee shall offer only those products and services as have been expressly approved by Franchisor. Franchisee shall stop offering or selling any products or services that Franchisor removes as an available Go Mini's product or service.

l. Pricing. Franchisee shall have discretion to determine all prices Franchisee charges for services and goods. Franchisor may suggest prices. Franchisor's suggestions shall be deemed to be recommendations only. There is no representation that Franchisor's suggestions will increase or maximize Franchisee's revenues or profitability. Franchisee shall inform Franchisor in writing of all prices Franchisee charges for services and products, and all revisions to prices. If and when permitted by law, Franchisor shall have the right to establish maximum prices that Franchisee shall not exceed and minimum prices that Franchisee shall not charge less than.

m. Customer Contract. Franchisor may provide Franchisee a specimen form of agreement to consider for use with customers. Franchisee shall be responsible to have the form reviewed and approved by counsel of Franchisee's choice; and to submit to Franchisor, for consent, any form that Franchisee proposes to use. Franchisee shall not use any form of rental agreement, services agreement or other written agreement for services to customers in a form that has not been submitted to and consented to in writing by Franchisor. Franchisor makes no representation or warrant that the form Franchisor provides is lawful or will satisfactorily serve Franchisee's needs or purposes. Franchisor's review and consent is for Franchisor's own benefit relating to protecting goodwill of the Go Mini's Marks and Go Mini's System, and is not a representation or warranty that the agreement is lawful or will satisfactorily serve Franchisee's needs or purposes. Franchisor may withhold consent for any reason Franchisor deems appropriate, which may include but is not limited to a provision that, in Franchisor's judgment is excessive or unduly burdensome to the customer or that may otherwise harm the reputation of the Go Mini's Marks or Go Mini's System.

n. Performance of Agreements. Franchisee shall perform the terms of any agreement entered into with a customer, vendor or any other person or entity.

o. Inspections. Franchisor shall have the right to conduct inspections of the business location and operations at times Franchisor deems appropriate, either with or without prior notice to Franchisee. To facilitate candid inspections, Franchisor shall also have the right to arrange for mystery or secret shopper customers, who may use fictitious identities in purchasing or appearing to purchase Franchisee's services. Franchisee shall cooperate in permitting Franchisor to inspect any and all aspects of the business and to interview, question and otherwise communicate with customers, employees, vendors, and others. Franchisee shall take action that Franchisor requests to correct deficiencies identified by such inspections within 30-days, subject to re-inspection.

p. Use. Franchisee shall use the equipment of the business solely for the operation of the franchised business.

q. Operating Hours. To protect the System and brand, Franchisee shall cause the business to be open and in normal operations for at least the minimum hours and days as Franchisor from time to time specifies in the Go Mini's Manual or otherwise in writing. Franchisor shall have the right to require Franchisee to be open and operating as many as ten (10) hours per day, 365/366 days per year. Franchisor shall have the right to require Franchisee to open and/or operate at special additional days and/or hours from time to time, as needed to serve particular customers or circumstances. Franchisee is required to answer telephones with a live person during normal business hours.

r. Equipment Maintenance. Franchisee shall maintain the franchise and all equipment in a high degree of cleanliness, repair and condition, and make additions, alterations, repairs and

replacements as are needed for this purpose. Franchisee shall periodically replace equipment and signs as Franchisor reasonably directs.

s. No Alterations. Franchisee shall not make modifications and alterations to Go Mini's containers, transport systems, trailers or related equipment without the written consent of Franchisor.

13. Advertising.

a. Grand Opening. Before opening Franchisee shall develop and obtain Franchisor's consent to a grand opening advertising plan for the period from one month before opening and lasting through the first sixty (60) days of operation. Franchisee shall spend at least five thousand five hundred dollars ($5,000) on grand opening advertising and promotion of the business. Franchisor may, at Franchisee's request and in Franchisor's sole discretion, contribute up to $2,500 toward Franchisee's grand opening advertising event. The amount of Franchisor's contribution, if any, will depend on the type of grand opening advertising event Franchisee has planned for Franchisee's business and will be based on the level of involvement needed from Franchisor. If Franchisee is a preexisting Go Mini's dealer, indicated by checking this box [__], then this Section 13(a) does not apply.

b. Local Advertising. After the first thirty (30) days of operation, Franchisee shall expend at least three percent (3%) of Gross Sales per month on local advertising and promotion of the business. Franchisee may count Franchisee's actual, required contributions to a cooperative formed pursuant to Section 13(r) toward satisfaction of the obligation in this Section 13(b). On or before the fifteenth (15th) day of each calendar month, Franchisor shall submit written proof to Franchisor of the required advertising expenditures for the prior month, and specimens of the advertising and promotion that Franchisee conducted.

c. Submitting Proposed Advertising. Franchisee shall submit to Franchisor for prior consent all advertising that Franchisee proposes to use which was not provided by Franchisor or previously consented to by Franchisor. This includes but is not limited to proposed print, broadcast and Internet advertising, flyers, brochures, class schedules and descriptions, and all other forms of advertising. Franchisee shall not use any advertising without first obtaining Franchisor's written consent to use that advertising.

d. Advertising Compliance. Franchisee shall assure that all advertising and promotion accurately describes the type, quality and other features of the business's services and products. Franchisee shall stop using any advertising that Franchisor deems to be actually or potentially outdated, incorrect, misleading, unlawful, inconsistent with the then-current image Franchisor desires to present, potentially harmful to the Go Mini's System or Go Mini's Marks, even if Franchisee disagrees with Franchisor's assessment and even if Franchisor's assessment is incorrect.

e. Franchisor's Right to Use. Franchisor shall have the right to use for Franchisor's own purposes and to authorize other dealers and franchisees to use, any and all advertising materials, procedures and concepts used, developed or submitted by Franchisee, without charge or cost to Franchisor or any other franchisee.

f. Advertising Costs. Franchisor may, from time to time make available advertising materials for Franchisee's use. Franchisor shall have the right to charge Franchisee for these materials amounts equal to Franchisor's costs, including but not limited to costs of materials, printing, handling, distribution, shipping and amounts allocable to overhead of Franchisor.

g. Use of Advertising Materials. Advertising materials provided by Franchisor from time to time for Franchisee's use shall be used only in the manner and during the period specified by Franchisor.

h. Directories. Franchisee shall at Franchisee's expense maintain listings in major local directories and listing services including Yellow Pages and white pages, Internet and social media and other directories designated by Franchisor. Franchisee shall maintain listings under categories designated by Franchisor. Franchisor shall have the right to require Franchisee to also identify other Go Mini's locations in these listings, at Franchisee's expense.

i. Marketing Fund. Franchisor shall have the right but no obligation to establish and administer a Marketing Fund. Franchisee shall contribute a percentage of Franchisee's Gross Sales to the Marketing Fund. Franchisor shall have the right to designate and from time to time modify the percentage of Gross Sales Franchisee shall contribute. But Franchisor shall not require Franchisee to contribute at a rate greater than two percent (2%) of Gross Sales or $100 per month, whichever is higher. Contributions to the Marketing Fund shall be made at the same times and in the same manner as royalty payments provided for in Sections 6(b) through 6(d).

j. Contributions from Other Sources. If at any time Franchisor owns and operates a Go Mini's business, then for each Go Mini's business owned and operated by Franchisor, Franchisor shall contribute to the Marketing Fund on a basis similar to the requirements of this Agreement. But Franchisor contributions will not necessarily be at the same rate or time schedule required of Franchisee. Franchisor shall have the right, but is not obligated, to collect and contribute to the Marketing Fund selected or any advertising or other rebates from suppliers or others.

k. Uses. The Marketing Fund, shall be used for advertising, marketing, public relations and related purposes that Franchisor deems appropriate. As examples, the Marketing Fund may be used to pay for marketing surveys, research, production and purchasing of advertising art, commercials, musical accompaniments, point of sale materials, media advertising, outdoor advertising, direct mail, public relations; Internet communications; social media participation, search optimization, preparing and producing video, audio and written materials; buying Internet, TV, radio, magazine, billboard, newspaper and other media advertising; advertising agencies; paying or reimbursing Franchisor or affiliates for internal expenses incurred in operating its marketing or advertising department if any, and administration of the Marketing Fund, providing or selling marketing materials to Go Mini's businesses, conventions and meetings for personnel; co-branding activities, other arrangements where Go Mini's products or services are offered with other trademarks or through alternative distribution channels, and paying costs to account for and report on contributions, expenditures and activities of the Marketing Fund.

l. Promotion Materials. Franchisor may cause the Marketing Fund to develop and market promotion items. Any such items will be made available to Franchisee at Franchisor's or the Marketing Fund's costs, which may include reasonable allocations for overhead. Franchisee shall maintain a representative inventory of promotion items in accordance with requirements established by Franchisor. The Marketing Fund, if established, may also develop programs that include special offers and discount coupons. Franchisee shall honor all such offers and coupons. Franchisor has no obligation to reimburse Franchisee for any cost or discount related to acceptance of coupons or special offers.

m. Administration. Franchisor shall have sole discretion over creative concepts, materials, media and placement of advertising funded by the Marketing Fund. Franchisor does not assure that Franchisee, or any particular franchisee, will benefit directly, pro rata or at all, from any advertising funded by the Marketing Fund.

n. Maintenance. Contributions to the Marketing Fund may but need not be maintained in accounts separate from Franchisor's other funds, commingled with Franchisor's other funds and recorded in Franchisor's books and records as a Marketing Fund and/or placed with a separate entity comprising the Marketing Fund. The Marketing Fund will not be used to defray Franchisor's general operating expenses, except for administrative costs and overhead reasonably allocable to administering the Marketing Fund. Franchisor's obligations with regard to the Marketing Fund shall be limited to those expressly stated in this Agreement, shall be deemed to be contractual, and shall be deemed not to be fiduciary in nature.

o. Timing of Expenditures. Franchisor need not expend all Marketing Fund contributions in the year or other period when received. Franchisor shall have the right to accumulate funds to facilitate larger future expenditures, or to borrow funds against anticipated future contributions.

p. Accounting**.** An accounting of contributions and expenditures shall be prepared annually and shall be made available to Franchisee on written request. Franchisor shall have the right but no obligation to cause accountings to include an independent audit of contributions and expenditures. Franchisor shall have the right to cause the Marketing Fund to pay for the preparation of such accounting.

q. Termination. Franchisor shall have the right to terminate the Marketing Fund. After electing to terminate, Franchisor shall cause all amounts in the Marketing Fund to be expended for purposes authorized by Section 13(k), or may elect to return funds to franchisees, or a combination of these. Franchisor shall also have the right to restart the Marketing Fund, or a new Marketing Fund, any time after terminating it. Any new or restarted Marketing Fund shall be subject to the provisions of Sections 13(i) through this Section 13(q).

r. Regional Co-Operative. Franchisor shall have the right at any time, to establish one or more local, regional or national advertising areas in which Franchisee's location and at least one (1) other Go Mini's franchise and/or dealer business is located, as cooperative advertising region(s). Franchisee shall participate in and contribute to the cooperative according to rules and procedures of the cooperative, as determined by a majority of the cooperative's members. Franchisee's contributions to the cooperative shall be additional to required contributions to the Marketing Fund, but shall be credited toward the required Franchisee expenditures for advertising required by Section 13(b).

s. Cooperative Documents. Franchisor shall have the right to require that proposed organizational documents of the cooperative (such as articles of incorporation, bylaws or the like) and operating procedures be approved by Franchisor before adoption. Franchisor shall have the right but no obligation, to participate in deliberations of the cooperative and to veto any decision of the cooperative that Franchisor objects to or considers detrimental to the interests of the System, the Go Mini's Marks or the cooperative.

t. Technology Fee. Franchisor shall have the right to require Franchisee to participate in a national corporate internet website for Go Mini's. This website may enable visitors to request online quotes, make online reservations and/or other services. Franchisee shall contribute to the cost of maintaining and operating the website and pay a subscription fee for Franchisor's proprietary software program, which includes technical support in the form of a monthly technology fee of $225 for each location owned by Franchisee ("Technology Fee"). Franchisor shall have the right to increase the Technology Fee by five percent (5%) annually on thirty (30) days written notice to Franchisee.

14. Go Mini's Manual.

a. Loan. Franchisor will lend to Franchisee one copy of the Go Mini's Manual. Franchisor may also elect, instead of lending a tangible copy, to provide Franchisee with the Go Mini's

Manual in electronic or other form or provide electronic on-line access to the Go Mini's Manual. Franchisee agrees to comply fully with all mandatory standards, specifications and operating procedures and other obligations contained in the Go Mini's Manual. Franchisor may modify the Go Mini's Manual from time to time to reflect changes in standards, specifications and operating procedures.

b. Contents. The Go Mini's Manual may include, but need not be limited to, some or all of the standards, procedures, policies and specifications pertaining to the Go Mini's business, its operation, including advertising, marketing and operational requirements, samples and instructions; equipment and supply specifications and standards and rules for use of the Go Mini's Marks and Copyrighted Works, and other matters Franchisor deems appropriate. At the time of signing this Agreement, Franchisor may not have completed the preparation of the Go Mini's Manual. The working version and elements that Franchisor issues will comprise the temporary Go Mini's Manual, until completed.

c. Supplements. Franchisor reserves the right to prescribe, in writing, additions to, deletions from or revisions of, the Go Mini's Manual ("Manual Supplements"). References in this Agreement to the Go Mini's Manual shall be deemed to refer to the Go Mini's Manual as amended by Manual Supplements. Franchisee shall comply, at Franchisee's expense, with amendments to the Go Mini's Manual, immediately on delivery of the Manual Supplement containing the amendment.

d. Updating. Franchisee shall at all times assure that the loaned copy of the Go Mini's Manual is kept up-to-date by immediately inserting all Manual Supplements. In any dispute about contents of the loaned copy of the Go Mini's Manual, the contents of a master copy maintained by Franchisor shall control.

e. Operation. Franchisee shall operate the business in compliance with the contents of the Go Mini's Manual. Franchisor reserves the right to administer, interpret and construe the contents of the Go Mini's Manual and to determine whether Franchisee is in compliance with the Go Mini's Manual. Franchisee acknowledges that Franchisee's compliance with the Go Mini's Manual is vitally important to Franchisor and other system franchisees and is necessary to protect Franchisor's reputation and the goodwill of the Go Mini's Marks and to maintain the uniform quality of operation throughout the system. However, while the Go Mini's Manual is designed to protect Franchisor's reputation and the goodwill of the Go Mini's Marks, it is not designed to control the day-to-day operation of the business.

f. Ownership. The copy of the Go Mini's Manual loaned to Franchisee remains at all times the property of Franchisor. On expiration or termination, for any reason, of this Agreement, Franchisee shall return the Go Mini's Manual to Franchisor.

g. Confidentiality. Franchisee shall treat the Go Mini's Manual as a confidential, trade secret of Franchisor, pursuant to Sections 19(a) - 19(p).

15. Records and Reports.

a. Records. Franchisee shall maintain during the term of this Agreement, and preserve for at least five (5) years from the dates of preparation, full, complete and accurate books, records, and accounts in accordance with generally accepted accounting principles and in the form and manner prescribed by Franchisor from time to time in the Go Mini's Manual or otherwise in writing.

b. Reports. Franchisee shall provide to Franchisor by the fifteenth (15th) day after the end of each calendar month, a written report of Franchisee's sales, services, Gross Sales, local advertising (with proof thereof) and statistical data for the prior calendar month, and other information and data, all in

such form and with such detail as Franchisor specifies from time to time. Each report shall be accompanied by payments due to Franchisor as shown in the report.

c. Financial Statements. Franchisee shall provide Franchisor within fifteen (15) days after the end of each calendar month, in the form specified by Franchisor from time to time, a statement of profit and loss for the franchised business for the preceding month. Franchisee shall provide Franchisor within forty-five (45) days after the end of each calendar year, in the form specified by Franchisor from time to time, a balance sheet and statement of profit and loss for the franchised business for the preceding year, together with the information on Franchisee's owners required by Section 7(d). Each statement shall be signed and certified by an officer of Franchisee as being true and correct. The financial statements shall be prepared according to generally accepted accounting principles, and, if requested by Franchisor, reviewed or audited by an independent certified public accountant, at Franchisee's expense. Franchisee shall provide Franchisor with a copy of all Franchisee's federal and state income tax returns, amendments and other tax return filings at the same times as these are filed with the government tax authorities.

d. Other Reports. Franchisee shall submit to Franchisor such other forms, reports, records, information and data as Franchisor requests, in the form, containing details, and at times and places requested by Franchisor.

e. Audit. Franchisor or its designated agents shall have the right at all reasonable times to examine and copy, at Franchisor's expense, the books, records and tax returns of Franchisee. Franchisor shall have the right, at any time, to have an independent audit made of all or any portion designated by Franchisor of the books, records and/or operations of Franchisee. If an inspection or audit reveals any underreporting or underpayment by Franchisee, then Franchisee shall immediately pay to Franchisor the amount understated, and interest from the date such amount was due until paid, at the rate of one-and-one-half (1½ %) per month, or the maximum rate permitted by law, whichever is less. If an inspection or audit discloses an understatement or underpayment of two percent (2%) or more in any report or period, Franchisee shall, in addition, reimburse Franchisor for any and all costs and expenses connected with the inspection or audit. Such understatement may constitute the basis for termination of this Agreement. The foregoing remedies shall be in addition to any other remedies Franchisor may have.

f. Computer System. Franchisor shall have the right to require Franchisee to use computer systems and software that Franchisor designates by brand or title or specifications or otherwise, and which must be fully compatible with any program or system Franchisor may employ. Franchisor's designations may involve changeovers to new equipment and systems, upgrades and transfer of data. Franchisee shall cooperate in and bear the expense for these transfers. If Franchisor so requires, all sales information and other information that Franchisor designates, shall be recorded on the computer systems and software. Franchisor shall have full access to all Franchisee's computer data, computer system and related information via direct access either in person or electronically by telephone, Internet or other electronic access system.

g. Authorization to Release Information and Use Images. Franchisee hereby authorizes (and agrees to execute any other documents deemed necessary to effect the authorization) (i) all banks, financial institutions, businesses, suppliers, manufacturers, contractors, vendors and other persons or entities with whom Franchisee does business to disclose to Franchisor any financial information in their possession relating to Franchisee or the franchised business which Franchisor may request; (ii) Franchisor to disclose to prospective franchisees or other third parties data from Franchisee's reports if Franchisor determines, in Franchisor's sole discretion, that the disclosure is necessary or advisable; (iii) Franchisor to photograph and film Franchisee, its employees, the public and all areas of the franchised business, without further authorization from, or compensation to, Franchisee and to use the images for marketing and promotion of the franchised business, other franchised businesses and franchises for Go Mini's franchised businesses; and (iv)

Franchisor to disclose to third parties, including but not limited to Franchisee's landlord or bank, information about Franchisee relating to Franchisee's obligations or performance under this Agreement if Franchisor determines, in Franchisor's sole discretion, that the disclosure is necessary or advisable.

h. Customer Data. All data that Franchisee collects, creates, provides or otherwise develops (including, but not limited to customer information) is, and will be, owned exclusively by Franchisor, and Franchisor will have the right to use such data in any manner that Franchisor deems appropriate without compensation to Franchisee. Copies and/or originals of such data must be provided to Franchisor upon request. Franchisor hereby licenses use of such data back to Franchisee, at no additional cost, solely for the term of this Agreement and solely for Franchisee's use in connection with the business franchised under this Agreement.

16. System Changes.

a. Changes. Franchisor shall have the right from time to time to modify any elements of the Go Mini's System, whether in response to or anticipation of changing market conditions or seeking to improve the operation of the business. Modifications may require Franchisee to incur costs and expenses for additional equipment, training or other matters, Franchisee shall, at Franchisee's expense, implement all modifications as and when requested by Franchisor.

b. No Franchisee Changes. Franchisee shall operate the business according to the Go Mini's System and shall not deviate from any element of the Go Mini's System, nor purport to modify any aspect of the Go Mini's System without Franchisor's prior written consent.

c. Technology Systems. Each party to this Agreement acknowledges and agrees that changes to technology are dynamic and not predictable within the term of this Agreement. In order to provide for inevitable but unpredictable changes to technological needs and opportunities, Franchisee agrees that Franchisor will have the right to establish, in writing, reasonable new standards for the implementation of technology in the system; and Franchisee shall comply with those new standards that Franchisor establishes.

17. Trademarks and Copyrights.

a. Scope. For this Agreement the term "Go Mini's Marks" means the word "Go Mini's," the logo on the first page of this Agreement, the phrases "Mini Storage On The Go" and "Mini's To Go;" trade dress consisting of color schemes and designs identifying the Go Mini's containers, and additional trademarks, service marks, logos, commercial symbols, phrases, trade dress and other distinctive identifications adopted or authorized from time to time for use by and licensed to Franchisee by Franchisor. For this Agreement "Copyrighted Works" means the Go Mini's Manual, advertisements, promotion materials and other materials that Franchisor created or may create, acquire or obtain licenses for, that are protected by copyright law, and will be used in operating the business.

b. Ownership. As between Franchisee and Franchisor, Franchisor is sole owner of the Go Mini's Marks and Copyrighted Works and all Franchisee's uses of and all goodwill associated with these shall benefit and be the property of Franchisor. Franchisee shall have no right, title or interest in or to any of the Go Mini's Marks or Copyrighted Works except the limited right to use them on the terms in this Agreement. Franchisee shall not assert any claim to own any goodwill or other interest in the Go Mini's Marks or Copyrighted Works, nor represent that Franchisee acquired any ownership rights in any of these. Franchisee shall not dispute or impugn the validity of or Franchisor's rights in the Go Mini's Marks or Copyrighted Works.

c. Use. Franchisee shall: (i) use the Go Mini's Marks and Copyrighted Works only for operation and advertising of the business, (ii) use the Go Mini's Marks and Copyrighted Works according to instructions, rules and procedures provided by Franchisor; (iii) use only those Go Mini's Marks and Copyrighted Works designated by Franchisor from time to time; (iv) affix the Go Mini's Marks on signs, advertising, stationery, sales and promotion materials and other items, in size, color, style and format and at places Franchisor designates in writing; (v) not use any Go Mini's Mark with any prefix, suffix, or other modifying words, terms or symbols except as Franchisor expressly authorizes; (vi) display ownership and registration notices that Franchisor designates; and (vii) not use any of the Go Mini's Marks or Copyrighted Works to sell any goods or service not part of the Go Mini's System or in any manner not expressly authorized in writing by Franchisor. Franchisor makes no representation or warranty, express or implied, as to the use, validity or enforceability of any of the Go Mini's Marks or Copyrighted Work.

d. Other Trademarks. Franchisee shall not display in or about the business or on containers, advertising, sales or promotion materials, stationery or elsewhere, any trademark, logo or symbol other than those approved by Franchisor, nor use any trademarks in operating the business other than those approved by Franchisor, without Franchisor's prior written consent.

e. Trade Name. Franchisee shall not use the words "Go Mini's," or any of the Go Mini's Marks, or any words, logos or symbols confusingly similar to any of these, or any other words, logos or symbols at any time adopted or used as trademarks by Franchisor, in or as part of any entity name. However, if Franchisee is a pre-existing Go Mini's dealer (indicated by checking this box [__]), then the obligations in this Section 17(e) are waived.

f. Defense of Claims. Franchisee shall immediately notify Franchisor in writing on learning or receiving notice of any demand, claim or suit alleging that use of any of the Go Mini's Marks infringes any trademark. Subject to the condition that Franchisee used the Go Mini's Marks in full compliance with this Agreement, Franchisor shall take action that Franchisor deems appropriate to defend and indemnify Franchisee against a claim or suit by a third party alleging that use of the Go Mini's Marks infringes a trademark. By way of illustration and not limitation, Franchisor shall have no obligation to defend or indemnify Franchisee if a demand, claim or suit arises from Franchisee's use of the Go Mini's Marks in violation of this Agreement; and the extent of Franchisor's defense and indemnity shall be limited to the portion of the claim or suit that concerns the Go Mini's Marks.

g. Defense Alternatives. Franchisor shall have the right to defend and settle a claim or suit using counsel selected by Franchisor. Franchisee shall cooperate fully with Franchisor in the defense. Franchisee appoints Franchisor as its attorney in fact to defend or settle all such claims or suits. Franchisee shall not purport to settle or compromise any such claim or suit without Franchisor's prior written consent.

h. Third Party Infringers. Franchisee shall notify Franchisor in writing immediately on learning that any third party is or may be using any mark the same as or confusingly similar to any of the Go Mini's Marks or any material that appears to be copied from the Copyrighted Works, whom Franchisee believes may not be authorized to use them. Franchisor shall have the right to determine which, if any, action to take regarding that alleged use. Franchisee shall have no right to make any demand or prosecute any claim against any third party concerning such use of any of the Go Mini's marks or Copyrighted Works.

i. Stopping Use of Go Mini's Marks. If it becomes advisable at any time, in Franchisor's opinion and discretion (even if Franchisee disagrees), to modify or stop use of any of the Go Mini's Marks or Copyrighted Works or adopt or use one or more additional or substitute trademarks or other works, then Franchisee shall do so, taking such action and conforming all use, in the manner specified by Franchisor. Examples of circumstances that might lead to such action by Franchisor include but are not limited to changes to modernize, update or freshen the Go Mini's Marks, changes or cessation of use in

anticipation or response to public objection, addressing, avoiding or settling claims of infringement or confusion. Franchisee shall take such action as Franchisor specifies, at Franchisee's expense. Franchisee waives any and all claim arising from or relating to any such change. Except as expressly stated in this Section 16(i), Franchisor shall have no obligation to for expenses, losses or damages sustained by Franchisee as a result of any such change in the Go Mini's Marks or Copyrighted Works. The provisions of this Agreement shall apply with regard to such new or substituted trademarks.

j. Independent Ownership Notices. Franchisee shall publish and record fictitious business name registrations as required by law. Franchisee shall accompany use of the Go Mini's Marks and Copyrighted Works with notices that Franchisor specifies of ownership thereof, registration status, that the business is independently owned and operated by Franchisee, and that the Go Mini's Marks and Copyrighted Works are used pursuant to a license from Franchisor.

k. No Incurring Obligation. Franchisee shall not use the Go Mini's Marks or Copyrighted Works in any manner that may incur any obligation or debt on behalf of Franchisor.

l. Improvements. Franchisee shall be deemed to have transferred and assigned to Franchisor, all right title and interest in and to any enhancement, adaptation, derivative work, modification or new process conceived, acquired or developed by Franchisee concerning any aspect of the business, its operation, advertisement or promotion ("Improvements"). The transfer and assignment are for good and valid consideration comprised of the provisions of this Agreement. Franchisee shall sign such instruments and documents to further confirm such assignment and transfer as Franchisor requests from time to time. In case, for any reason, such assignment and transfer is determined not to be effective, Franchisee grants Franchisor a perpetual irrevocable right and license to make all use whatsoever, of any and all Improvements. This right and license shall also include the right to include any Improvement in the operations, materials and all other aspects of operating, advertising and promoting the business. Nothing in this Section 16(l) authorizes Franchisee to make any modification to the operation of the business, or the Go Mini's System, or to implement any modification, without Franchisor's consent, or to operate other than according to Franchisor's specifications and the Go Mini's Manual.

m. No Challenges. Franchisee shall not do or permit any act or thing to be done in conflict with or derogation of any of Franchisor's rights in the Go Mini's Marks or Copyrighted Works during or after termination or expiration of this Agreement. Franchisee shall never, while this Agreement is in effect or after termination or expiration, contest or assist any person or entity to contest validity or Franchisor's ownership of any of the Go Mini's Marks or Copyrighted Works. Franchisee shall not apply for, attempt to obtain or accept any registration in any of the Go Mini's Marks or Copyrighted Works. Franchisee shall sign any document that Franchisor deems necessary and requests of Franchisee to protect Franchisor's interests in the Go Mini's Marks and Copyrighted Works.

18. Internet and Telephone.

a. Domain Name and Telephone Numbers. Franchisee acknowledges that as between Franchisee and Franchisor, Franchisor shall be deemed to be the lawful, rightful, sole owner of the www.gominis.com domain name, other domain names from time to time owned by and/or registered to Franchisor, and service for the telephone number 1-866-Go Mini's and any other alphanumeric phone numbers Franchisor licenses or uses. Franchisee disclaims any ownership in these phrases or any similar Internet domain names or phone numbers. Franchisee shall not register or acquire a registration for any Internet domain name or phone number in any class or category that contains the phrase "Go Mini's" or that contains any other trademark that is the same as or similar to any trademark of Franchisor or any combinations, abbreviations, acronyms or variations of such words without Franchisor's prior written approval. On Franchisor's request or on termination or expiration of this Agreement, Franchisee shall

immediately assign registration of such domain names or telephone numbers to Franchisor at no cost to Franchisor.

b. Internet Network. Franchisor may elect, but is not required, to develop an Internet, telephony, social media and/or other network(s) using any communication method(s) or system(s), that facilitate email and/or other electronic communication and delivery or exchange of information among Franchisor and franchisees. If developed, then on request from Franchisor, Franchisee shall use Franchisor's network(s) in compliance with all standards, protocols and restrictions established by Franchisor.

c. Internet Advertising. Franchisor shall have the sole right to advertise, market and promote the Go Mini's System on the Internet, social, electronic and other media. Franchisee shall not establish any web site, Internet directory listing, social media listing or other presence on the Internet, social, electronic or other media, relating to the business, without Franchisor's prior written consent. Franchisor may impose conditions to that consent, such as (but such conditions are not limited to) requiring Franchisee to use a template for the Internet web site, or template for other media, provided by Franchisor, requiring any such presence to be placed within such Franchisor's site, and to use a URL or other form of identifier or address, specified by Franchisor. If requested by Franchisor, Franchisee shall, within forty-eight (48) hours, stop any web site, Internet directory listing, or other presence on the Internet, social, electronic and/or other media and/or network, or modify these as may be required by Franchisor.

d. Updating. Franchisor shall have the right to require that Franchisee keep any advertising, marketing and/or promotion conducted over the Internet and/or other electronic media, up-to-date and accurate, and that Franchisee affirmatively update such content at frequencies that Franchisor designates.

e. Service Transfer. Franchisee acknowledges that confusion will occur in the minds of the public if, after expiration or termination of this Agreement, Franchisee continues using any URLs or phone numbers (whether listed or unlisted) or other identifiers and/or addresses used by the business. Immediately on expiration or termination of this Agreement Franchisee shall stop using those URL's, phone numbers and other identifiers and addresses. At Franchisor's written request Franchisee shall cause all companies providing any form of Internet service, telephone or directory service and other network communication service to Franchisee to transfer to Franchisor or Franchisor's nominee, all URLs, identifiers and addresses, and all service for the phone numbers used, websites, and network communication methods, or listed. If Franchisee fails to do so, then Franchisee irrevocably appoints Franchisor as Franchisee's attorney-in-fact to do direct all such companies to make such transfers.

19. Trade Secret Protection.

a. Ownership. Franchisor has developed, possesses and will develop additional confidential information consisting of program materials, promotion materials and marketing and business methods, advertising concepts and procedures for operating or relating to the operation of Go Mini's businesses and franchises; and this information provides benefit to Franchisor in part from not being known to others who could make use of such information. All of these, also including the contents of the Go Mini's Manual, are referred to in this Agreement as "Trade Secrets."

b. Source. Franchisor will disclose certain Trade Secrets to Franchisee in lending Franchisee the Go Mini's Manual, providing any specifications or plans for the location of the business, performing other obligations and exercising rights under this Agreement. Franchisee acknowledges that Franchisee's knowledge of all material aspects of a Go Mini's business will come from Trade Secrets that Franchisor will disclose to Franchisee.

c. Acknowledgments. Franchisee acknowledges that the Trade Secrets are proprietary, confidential information of Franchisor, having economic value to Franchisor, in part because they are not known to the public, competitors or others. Franchisee shall acquire no interest in the Trade Secrets, other than the right to use them in developing and operating the business during the term of this Agreement.

d. Protecting Confidentiality. Franchisee shall maintain confidentiality of the Trade Secrets during and after the term of this Agreement. Franchisee shall not use any Trade Secrets in any other business or venture and shall not use the Trade Secrets in any manner not authorized or approved in writing by Franchisor.

e. No Copying. Franchisee shall not make any unauthorized copy of any Trade Secrets disclosed in writing or Trade Secrets disclosed other than in writing and put in writing.

f. Procedures to Protect Secrets. Franchisee shall implement reasonable procedures and all procedures prescribed from time to time by Franchisor to prevent unauthorized use and disclosure of the Trade Secrets, including but not limited to restrictions on disclosure to personnel and use of confidentiality and noncompetition clauses prescribed by Franchisor in agreements with shareholders, directors, members, officers, partners, employees and other personnel of franchisee. Franchisee shall divulge the Trade Secrets only to personnel who must know them to do their jobs, and only the portions the personnel need to know.

g. Go Mini's Manual. For avoidance of doubt, and not limitation, Franchisee shall not copy, record or otherwise reproduce any or all of the Go Mini's Manual and shall not make any of the Go Mini's Manual available to any unauthorized person. Franchisee shall assure that Franchisee's employees, agents, independent contractors and any other personnel do not copy, duplicate, record or otherwise reproduce any or all of the Go Mini's Manual.

h. Public Information. The restrictions in Sections 19 (c) - (f) on Franchisee's disclosure of Trade Secrets shall not apply to information that is or becomes generally known and used by other similar businesses, other than through disclosure (whether deliberate or not) by Franchisee.

i No Diversion. Franchisee shall not directly or indirectly divert or attempt to divert any business or customers to any competitor, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Go Mini's Marks, Copyrighted Works or the Go Mini's System.

j. Restriction on Competing. To reduce the risk of accidental or intentional misuse of the Trade Secrets Franchisee shall not, either directly or indirectly own, maintain, engage in, invest in, consult with, loan money to, manage, have any interest in, or transfer the location of the business to any business providing or performing in whole or in part, moving or storage of tangible goods or merchandise or similar services or otherwise the same as or similar to those offered or provided in the Go Mini's System.

k. Post-Term Trade Secret Protection. To reduce the risk of accidental or intentional misuse of any Trade Secrets, Franchisee shall not, for a period of eighteen (18) months after the expiration or termination of this Agreement, regardless of the cause of expiration or termination, either directly or indirectly own, maintain, engage in, invest in, consult with, loan money to, manage, consult, have any interest in or transfer the location of the business to any business providing or performing in whole or in part, moving or storage of tangible goods or merchandise or similar services or otherwise the same as or similar to those offered or provided in the Go Mini's System within a fifty (50) mile radius of the location of Franchisee's business or within a fifty (50) mile radius of any other Go Mini's location, whether franchised

or owned and operated by Franchisor, any authorized franchisee or dealer of Franchisor or of any related entity of Franchisor.

l. Exceptions. The restrictions in Sections 19(k) and 19(l) shall be deemed not to restrict, and thus not to apply to, ownership by Franchisee of: (a) less than two percent (2%) beneficial interest in the equity securities of an entity which are publicly traded on the New York or American or NASDAQ stock exchange and registered under the Securities Exchange Act of 1934; or (b) Franchisee's continued ownership of the competitive business identified in Exhibit A.

m. Covenants are Severable. Each of the covenants in and each of the covenants within each provision of Sections 19(k) through 19 (l) shall be deemed independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in Sections 19 (k) through 19 (l) is held unreasonable or unenforceable by a court having jurisdiction, Franchisee shall be bound by any lesser covenant subsumed within the terms of that covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of such Section.

n. Covenants from Franchisee Personnel. Franchisor hereby requires all of Franchisee's personnel performing managerial, supervisory and marketing functions and all personnel receiving training from Franchisor to execute covenants in substantially the form attached to this Agreement as Exhibit B.

o. Injunctive Relief. Franchisee acknowledges that money damages would not be a sufficient remedy for breach of the obligations in this Article 12. Franchisor shall be entitled to seek and obtain equitable remedies including, but not limited to, immediate restraining orders and injunctive relief for the actual or threatened breach of any obligation in this Article 12, without the requirement that bond be posted.

20. Risk Management.

a. Required Insurance. Franchisee shall obtain and maintain the following insurance coverage through carriers satisfactory to Franchisor: (i) comprehensive general liability coverage including advertising injury and contractual liability coverage, and automobile liability coverage of at least two million dollars ($2,000,000), also naming Franchisor and Franchisor's members, managers, officers and employees and insuring against any loss, liability, personal injury, death, property damage, property loss or expense arising or occurring on or in connection with the business; (ii) fire and casualty, extended coverage, vandalism, malicious mischief and sprinkler leakage insurance; (iii) worker's compensation, employer's liability, unemployment and state disability insurance as required by applicable law; and (iv) Employment Practices Liability Insurance with a co-defendant endorsement in favor of Franchisor. These policies shall state that Franchisor shall receive at least thirty (30) days prior written notice of any intent to reduce coverage or policy limits, cancel or otherwise amend the policy. All policies must name Go Mini's Franchising, LLC, and Go Mini's, LLC as additional insureds and annual certificates of insurance must be provided to Franchisor. Franchisor reserves the right to change the insurance requirements during the term of this Agreement, including the types of coverage and the amounts of coverage. Franchisee must comply with any changes to these requirements.

b. Proof of Insurance. Franchisee shall provide Franchisor with certificates of insurance for the coverages described in Section 20(a) before the business starts operating. If Franchisee is a preexisting Go Mini's dealer, then Franchisee shall provide such certificates within twenty (20) days after signing this Agreement. Franchisee shall deliver to Franchisor a complete copy of each insurance policy within twenty (20) days after delivery of the certificates of insurance, and of each new or renewal policy on receipt of the policy. Franchisor shall have the right at any time to require Franchisee to provide Franchisor full copies of any or all Franchisee's insurance policies and certificates of insurance.

c. Franchisor Right to Secure Insurance. If Franchisee fails to purchase, maintain or provide proof of insurance and copies of policies, then Franchisor shall have the right, but no obligation, to obtain that insurance, or other insurance that Franchisor elects to obtain for this purpose. Franchisee shall, at Franchisor's election, pay all premiums for the insurance or reimburse premium payments made by Franchisor. Franchisor's right under this Section 20(c) and any action taken by Franchisor do not excuse Franchisee's breach.

d. Disclaimer. Franchisor shall have no obligation to obtain or maintain any insurance for or on behalf of Franchisee.

e. Claims. Franchisee shall notify Franchisor in writing of any and all claims or demands against Franchisee, the business or Franchisor within three (3) days after Franchisee receives actual notice of the claim or demand. Franchisee shall respond to all claims within the time required by law. Franchisee shall cooperate with Franchisor or Franchisor's designee in defending Franchisor and Franchisee against any and all claims.

f. Indemnification. Franchisee shall defend, indemnify and hold harmless Franchisor, Franchisor's members, managers, officers, employees and agents, from and against any and all losses, costs, expenses (also including accountants', attorneys' and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses, and travel and living expenses), damages and liabilities, resulting from or pertaining to: (i) use, condition, construction, equipping, occupancy, maintenance, operation, sales of services and goods and/or performance or nonperformance of services; (ii) claims for personal injury, disease or other loss, damage or injury arising from or relating to activity of the business, or damage to or loss of property; (iii) claims for injury, death or loss to any property of any customer or other person; (iv) claims arising from Franchisee's operation of the business; (v) claims from any other aspect of, from or concerning or relating to the business; (vi) liens, claims or charges on the premises in favor of mechanics, materialmen, contractors or subcontractors or any other person or persons who may obtain a lien or claim arising out of construction, maintenance or improvements to the premises; (vii) Franchisee's breach of this Agreement or allegation that, if true would be a breach of this Agreement; (viii) infringement, alleged infringement or any other violation or alleged violation by Franchisee of intellectual property or other rights of any third party, other than matters for which Franchisor in this Agreement expressly agrees to indemnify Franchisee; (ix) violation, breach or asserted violation or breach by Franchisee of any contract, law or regulation; (x) actual or alleged libel, slander or any other form of defamation; (xi) actual or alleged act, error or omission of Franchisee or Franchisee's personnel; (xii) any claim or liability arising from labor or employment law violations by Franchisee; (xiii) claims by Franchisee's employees against Franchisor; or (xiv) any claim, liability or damages associated with any obligation under the lease for the location.

g. No Assumption of Liability. Franchisor shall not, by virtue of any approval, advice or services, assume responsibility or liability to Franchisee or any third parties to which Franchisor would otherwise be subject.

h. Franchisor Resolution of Claims. To protect persons or property, goodwill of Franchisor or of others, or in Franchisor's judgment where preferable to avoid continuation of a dispute, Franchisor may, at any time and with or without notice, as Franchisor considers appropriate, whether or not Franchisee agrees or disagrees, consent or agree to settlements, pay to remove liens, or take other remedial or corrective action that Franchisor deems appropriate regarding any action, suit, proceeding, claim, lien, demand, inquiry or investigation if, Franchisor believes there are grounds to conclude that any act or circumstance for which Franchisee is required to indemnify Franchisor occurred; or any act, error or omission of Franchisee or Franchisee's personnel may result in damage, injury or harm to any person or any property or to the goodwill or reputation of the Go Mini's System. Franchisee shall pay or reimburse to

Franchisor on demand the amounts paid by Franchisor or amounts equal to the value given by Franchisor, also including Franchisor's costs, expenses and counsel fees.

21. Transfer.

a. Transfer by Franchisor. Franchisor shall have the right to transfer or assign all or any part of its rights or obligations under this Agreement in whole or in part, on one or more occasions, to any person or entity.

b. Transfer by Franchisee. The provisions of this Agreement are personal to and based on personal characteristics of Franchisee and Franchisee's shareholders and members. Without Franchisor's prior written consent, Franchisee shall not sell, assign, transfer, convey, give away or encumber to any person or entity all or any part of its interest in this Agreement or in the franchise or in any entity which owns any interest in the franchise, nor offer, permit or allow Franchisee or any ownership or other interest in Franchisee to be sold, assigned, transferred, conveyed, given away or encumbered in any way to any person or entity. Any purported occurrence of any of the foregoing without Franchisor's prior written consent shall be null and void and is a material breach of this Agreement.

c. Conditions for Consent. Franchisor may, in its sole discretion, require as conditions of its consent to any transaction referred to in Section 21(b), that:

(1) All Franchisee's monetary obligations to Franchisor, its subsidiaries and affiliates and to others, and all other outstanding obligations related to the franchised business shall have been satisfied;

(2) Franchisee is not in breach of this Agreement;

(3) The transferor and its guarantor(s) shall each have executed a general release, in a form satisfactory to Franchisor, of any and all claims against Franchisor and its members, managers, directors, officers, employees, representatives, and agents, in their entity and individual capacities;

(4) The proposed transferee shall demonstrate to Franchisor's subjective satisfaction that he, she or it meets Franchisor's managerial, business and all other standards; possesses a good business reputation and credit rating; and has the aptitude and ability and financial resources to conduct the business;

(5) The proposed transferee shall upgrade, at his, her or it's expense, the location of the business to conform to Franchisor's then-current standards for a new Go Mini's franchise, and shall complete the upgrading and other requirements within a time set by Franchisor;

(6) Franchisee and its then-current owners shall remain liable for all obligations to Franchisor incurred before the transfer, and shall execute any and all instruments requested by Franchisor to evidence such liability;

(7) The proposed transferee and proposed manager shall complete any training programs then in effect for Franchisees on terms that Franchisor establishes;

(8) The proposed transferee shall enter into Franchisor's then-current form of Franchise Agreement, for a term ending on the expiration of this Agreement, and then-current ancillary agreements; and a written undertaking in form satisfactory to Franchisor, assuming and agreeing to discharge and perform all of Franchisee's obligations under this Agreement, and if the obligations of Franchisee were

guaranteed by any person or entity, the transferee shall secure and provide guarantees satisfactory to Franchisor of the obligations of the transferee in form satisfactory to Franchisor;

(9) Franchisee or the proposed transferee shall pay Franchisor a transfer fee of ten thousand dollars ($10,000) plus all actual expenses incurred by Franchisor in connection with the transfer.

(10) If Franchisor provides assistance to Franchisee in procuring a transferee, Franchisee shall pay Franchisor a fee of up to ten percent (10%) of the purchase price, not to exceed $60,000 (the "Transfer Service Fee") payable on closing of the transaction.

d. No Security Interests. Franchisee shall not grant or permit to arise or exist any security interest in Franchisee, this Agreement, the franchised business or assets of the franchised business, nor any negative pledge or equivalent, without Franchisor's prior written consent. Franchisor may impose conditions to granting consent, such as, by way of example, requiring the proposed secured party to agree that in the event of a default by Franchisee under any documents related to the security interest, no foreclosure shall commence or occur before Franchisor is given the opportunity for itself or its designee to purchase (and/or resell) the rights of the secured party on payment of sums then due to the secured party, without acceleration, and other provisions to assure Franchisor as to the continued operation of the franchise in compliance with this Agreement.

e. Nonwaiver. Franchisor's consent to a transfer is not a waiver of any claim against any person or entity, nor of Franchisor's rights to demand exact compliance with any of the provisions of this Agreement.

f. Waiver of Interference. Franchisee acknowledges that Franchisor has legitimate reasons to evaluate potential transferees and analyze and critique terms of a proposed transfer. Franchisee authorizes Franchisor to communicate with any potential transferee and with others potentially involved in a transfer; investigate any potential transferee's qualifications, and analyze and critique proposed terms of any transfer. Franchisee waives any claim arising in tort or otherwise arising from or relating to those contacts or actions.

22. Right of First Refusal.

a. Franchisor's Right. Franchisor shall have a right of first refusal itself to accept the terms of any sale, transfer or assignment of any interest in this Agreement or in Franchisee or other transfer, offered by Franchisee or offered to and accepted by Franchisee, or permitted by Franchisee with regard to any owner(s) of interests in Franchisee, whether voluntarily or by operation of law.

b Additional Rights. If Franchisor exercises the right of first refusal, then in addition, (i) Franchisor shall have the right to substitute cash for the reasonable value of any other form of payment proposed in the offer; (ii) Franchisor's credit-worthiness shall be deemed to be not less than that of the proposed purchaser; (iii) Franchisor shall have at least sixty (60) days after notifying Franchisee of its election to exercise the right of first refusal to prepare for closing; and (iv) Franchisor shall be entitled to receive written representations and warranties from Franchisee that Franchisee owns clear title to all assets being sold, transferred or assigned; that all tangible assets are in good working condition; that there is no breach of any contracts affecting the business; and that there are no liabilities of Franchisee that have not been disclosed to Franchisor in writing.

c. Notice. To enable Franchisor to exercise the right of first refusal, Franchisee shall deliver to Franchisor a written notice stating all the terms of any proposed sale, transfer or assignment and shall provide any additional information Franchisor requests about the proposed transaction.

d. Consent. Within thirty (30) days after Franchisor receives the notice and all additional information requested by Franchisor, Franchisor shall, in writing, consent or withhold consent to the proposed sale, assignment or transfer or, pursuant to this Section 22, accept for itself or its nominee the sale, assignment or transfer.

e. Entire Interest. If a transfer occurs by virtue of the assignment of a portion of the ownership of an entity comprising Franchisee, to other than the original owners of Franchisee then Franchisor shall have the option to purchase not only the interests being transferred but also the remaining interests, so that after the transaction Franchisor will own 100% of the interest in Franchisee. Any purchase of such interests shall be valued on a basis proportionate to the price of the interests initially being offered.

f. Lease. If Franchisor exercises its right of first refusal, then if requested by Franchisor, Franchisee shall take all action necessary to cause the lease for the location of the business and any other agreements designated by Franchisor, to be assigned to Franchisor.

g. Completion. If Franchisor elects not to exercise the right of first refusal and consents to the proposed sale, assignment or transfer, then Franchisee shall be authorized to complete the proposed transaction with the proposed assignee on the terms in the original notice to Franchisor. Any change to any such terms shall constitute a new proposal which shall again require compliance with the procedures in this Section 22.

h. Other Transactions. An election by Franchisor not to exercise the right of first refusal for a proposed transaction shall not affect Franchisor's right of first refusal for any other proposed transaction. Franchisor's decision not to exercise the right of first refusal shall not constitute approval of the proposed transferee or assignee or of the transaction. Franchisee and any proposed transferee or assignee shall be required to comply with all provisions relating to transfer and assignment in this Agreement.

23. Death or Incapacity.

a. Opportunity of Heirs. If Franchisee is an individual who dies, or becomes permanently incapacitated, then Franchisor shall allow the deceased's surviving spouse, heirs, or estate or the incapacitated person's legal representative, the opportunity to participate in ownership of Franchisee during one hundred eighty (180) days after the death or incapacity, provided during that time the surviving spouse, heirs or estate or legal representative (i) maintains all standards of the franchise, performs all obligations of Franchisee and satisfies all then current qualifications for a purchaser of a franchise or, (ii) in accordance with all provisions of this Agreement, sells the person's ownership interest in Franchisee or, if applicable, this Agreement and the business to a person who satisfies Franchisor's then current standards for new franchisees.

b. Entity. If Franchisee is an entity, then the death or incapacitation of a shareholder, member, partner, director, manager or principal officer of Franchisee shall be deemed not to be an assignment or transfer in violation of Section 22, provided that during one hundred eighty (180) days after the death or incapacitation the surviving spouse, heirs or estate or the incapacitated person's legal representative (i) maintains all standards of the franchise, performs all obligations of Franchisee and satisfies all then current qualifications for a purchaser of a franchise or, (ii) in accordance with the all provisions of this Agreement, sells such person's ownership interest in Franchisee or, if applicable, this Agreement and the business to a person who satisfies Franchisor's then current standards for new franchisees.

c. Operation. From the date of death or incapacity until satisfied that a qualified and trained manager has assumed full-time operational supervision of the business, Franchisor shall have the right, but no obligation, itself or through a nominee, to enter and operate the business. A decision by Franchisor to do so shall be deemed to be an accommodation to assist Franchisee. Franchisor makes no representation or warranty regarding its ability to operate the business profitably, and Franchisor shall not be responsible for the results of such operation. Franchisee shall reimburse all Franchisor's expenses incurred in operating the business pursuant to this Section including but not limited to travel, lodging, meals, and personnel compensation; and shall pay Franchisor, in addition to all other amounts provided for in this Agreement, a management fee equal to $500 per day for the period of such operation. Franchisor shall have the right to cause itself to be paid and reimbursed any or all these amounts from revenues of the business, as well as all other amounts required to be paid under this Agreement.

d. Failure to Complete Transfer. If an approved transfer following death or disability has not been made within the time period described in Section 23(a) or 23(b), as applicable, then in addition to and/or as an alternative to Franchisor's right to terminate this Agreement, due to an unauthorized transfer or other grounds, Franchisor shall have the option (but no obligation) to purchase the franchised business at fair market value, and thereon terminate this Agreement. If Franchisor elects to purchase the franchised business and terminate this Agreement, then closing of the transaction shall take place as promptly as possible after Franchisor exercises its option to purchase, and the parties reach agreement concerning the fair market value of the franchised business. Payment will be made in four (4) installments, the first of which shall be made at the closing and the remaining three (3) installments shall each be made at one (1) year intervals from the date of the first payment. Interest shall be payable on the unpaid portion of the purchase price on the due date of each installment of principle at the rate of six percent (6%) per year. If the parties are unable to agree on fair market value of the franchised business, then the dispute will be settled by binding arbitration in accordance with the rules of the American Arbitration Association, provided that after the AAA's determination of fair market value, Franchisor shall have the right to elect not to purchase at such determined value.

24. Default and Termination.

a. Termination By Franchisee. Franchisee may not terminate this Agreement prior to expiration of its term except with Franchisor's consent.

b. Termination By Franchisor With Limited or No Opportunity to Cure. This Agreement shall, at Franchisor's option, terminate automatically on delivery of notice of termination to Franchisee, without opportunity to cure if Franchisee or any of its owners, members, directors, partners, officers or key employees:

(1) Fails to obtain a location, establish and equip the location as provided in and within the time limits in Sections 3(f) and/or 3(g);

(2) Fails to satisfactorily and timely complete training required by Section 4;

(3) Makes any material misrepresentation or omission in the application for the Franchise;

(4) Is convicted of or pleads no contest to a felony or other crime or offense that Franchisor believes is likely to hurt the reputation of Franchisor, Franchisee the Go Mini's System or the business, even if Franchisor's belief is incorrect;

(5) Misuses or makes unauthorized use of any of the Go Mini's Marks or Copyrighted Works or Trade Secrets or commits any other act which can reasonably be expected to materially impair the goodwill or value associated with any of these, or makes any unauthorized use, disclosure or duplication of any portion of the Go Mini's Manual or duplicates or discloses or makes any unauthorized use of any Trade Secret or confidential information;

(6) Abandons, fails or refuses to actively operate the business for five (5) or more consecutive days, or fails to relocate to approved premises within an approved period of time after expiration or termination of the lease for the premises;

(7) Surrenders or transfers control of the business, makes or attempts to make an unauthorized direct or indirect assignment of the franchise or an ownership interest in Franchisee or any assets, or fails or refuses to assign the franchise or the interest in Franchisee of a deceased or incapacitated controlling owner as required;

(8) Submits to Franchisor on two (2) or more occasions any reports or other information which understate revenues, royalties or any fees owed to Franchisor by more than two percent (2%), or that are materially false in any other way;

(9) Is adjudicated bankrupt, becomes insolvent, commits any act of insolvency or files any action or petition of insolvency; a permanent or temporary receiver is appointed by a court over Franchisee's or Franchisee's owner's property; makes a general assignment for the benefit of creditors; if a final judgment remains unsatisfied of record for thirty (30) days or longer (unless supersedeas bond is filed); execution is levied against Franchisee's or Franchisee's owner's business or property; suit to foreclose any lien or mortgage against the business or equipment is instituted against Franchisee or Franchisee's owner and not dismissed within thirty (30) days or is not in the process of being dismissed;

(10) Fails on two (2) or more separate occasions within any period of twelve (12) consecutive months to submit reports or other information or supporting records when due, to pay royalties, advertising contributions, amounts due for purchases from Franchisor or Franchisor's affiliates, or otherwise fails to comply with this Agreement, whether or not the failures to comply are corrected after notice is delivered to Franchisee;

(11) Violates any safety or health law, ordinance or regulation or operates the business in a manner that presents a safety or health hazard to its customers or the public.

(12) Is a party to any other Franchise Agreement or other agreement with Franchisor that is terminated due to breach or default.

(13) After curing a breach or default commits the same, or a substantially similar, breach or default again within one hundred eighty (180) days after the prior default occurred, whether or not cured after notice; or if Franchisee repeatedly is in breach or default for failure to comply with any of the requirements imposed by this Agreement, whether or not cured after notice.

c. Termination With Opportunity to Cure. This Agreement shall terminate, at Franchisor's sole option, without further action by Franchisor, with termination to be effective at a date stated in the applicable notice of breach and termination, if Franchisee or Franchisee's owner:

(1) Fails or refuses to pay any amount due to Franchisor or any related entity of Franchisor, whether for royalties, advertising contributions, purchases, or any other amount, and does not

correct the failure or refusal within five (5) days after written notice of the failure is delivered to Franchisee; or

(2) Fails or refuses to comply with any other provision of this Agreement, or any standard or operating procedure prescribed in the Go Mini's Manual or otherwise in writing, and does not correct the failure within thirty (30) days or such longer period required by applicable law.

d. Casualty or Condemnation. If the location of the business is damaged by fire or other casualty, Franchisee shall, at Franchisee's cost, repair the damage as soon as possible. If the casualty or a condemnation by a government agency's power of eminent domain requires closing the business for more than thirty (30) days, then, unless repair and reconstruction work starts in earnest within that thirty (30) day period and unless the business is reopened in full operation no later than ninety (90) days after the date of the casualty loss or eminent domain condemnation, then Franchisor shall have the right to notify Franchisee of the termination of this Agreement. However, instead of reconstructing and reopening the damaged location Franchisee shall have the right to submit a written request to Franchisor to relocate the business and locate and obtain possession of new premises in the Territory all in compliance with Section 3, and construct a different location, in compliance with Franchisor's standards for a new Go Mini's business, all within ninety (90) days after the date of the casualty loss.

e. Operation. If Franchisor determines that operation of the business may be in jeopardy, or if a default or breach occurs, then in addition to Franchisor's other rights and remedies, Franchisor shall have the right, but no obligation, itself or through a nominee, to enter and operate the business. A decision by Franchisor to do so shall be deemed to be an accommodation to assist Franchisee. Franchisor makes no representation or warranty regarding its ability to operate the business profitably, and Franchisor shall not be responsible for the results of such operation. Franchisee shall reimburse all Franchisor's expenses incurred in operating the business pursuant to this Section including but not limited to travel, lodging, meals, and personnel compensation; and shall pay Franchisor, in addition to all other amounts provided for in this Agreement, a management fee equal to $500 per day for the period of such operation. Franchisor shall have the right to cause itself to be paid and reimbursed any or all these amounts from revenues of the business, as well as all other amounts required to be paid under this Agreement.

25. Duties on Expiration or Termination.

a. Rights and Duties. On termination or expiration, this Agreement:

(1) Franchisee shall immediately stop operating the business and shall not, directly or indirectly, represent to the public or hold itself out as a present or former franchisee of Franchisor.

(2) Franchisee shall permanently stop using, by advertising or in any manner, any Trade Secrets, Go Mini's Marks, Copyrighted Works; confidential methods, procedures and techniques, and all other forms, slogans, signs, symbols, logos or devices associated with the Go Mini's System.

(3) Franchisor shall have the right and option (but no obligation) to receive, and on demand by Franchisor made within thirty (30) days after expiration or termination, Franchisee shall immediately deliver to Franchisor in writing, a written assignment of Franchisee's interest in any lease for and all leases for all locations of the business. Franchisor shall have the right to select which, if any leases, Franchisor elects to have assigned to Franchisor. If Franchisor elects not to exercise the right to demand assignment of the lease, then Franchisee shall within thirty (30) days after expiration or termination modify the design, decor and operating methods of the location in a manner acceptable to Franchisor so that it no longer suggests or indicates a present or past connection with Franchisor or the Go Mini's System. De-identification shall require, among other things, that Franchisee change color schemes and remove all signs

and other physical objects which display any of the Go Mini's Marks, Copyrighted Works or other distinguishing features of "Go Mini's."

(4) Franchisee shall take all action needed to cancel or assign to Franchisor or Franchisor's designee, at Franchisor's option, any assumed name or equivalent registration filed with government authorities which contains the name "Go Mini's" or any portion of this phrase or any of the Go Mini's Marks. Franchisee shall furnish Franchisor with proof satisfactory to Franchisor of compliance with this obligation within ten (10) days after termination or expiration.

(5) Franchisee shall immediately pay all sums owing to Franchisor, including but not limited to, all damages, costs and expenses, including reasonable attorneys' fees and lost royalties incurred by Franchisor as a result of Franchisee's breach. Expiration or termination of this Agreement does not constitute an election of remedies and does not waive or release Franchisor's claims for lost future royalties or other amounts.

(6) Franchisee shall pay to Franchisor all damages, costs and expenses, including reasonable attorneys' fees, incurred by Franchisor after termination or expiration in obtaining injunctive or other relief for enforcement of any provisions of this Section 25 or any other provisions of this Agreement.

(7) Franchisee shall immediately return to Franchisor the Go Mini's Manual and all other manuals, lists, records, files, instructions, brochures, agreements and all other materials provided by Franchisor to Franchisee relating to the business.

(8) Franchisee shall assign to Franchisor or its designee, all Franchisee's right, title and interest in and to Franchisee's right to use and receive service for telephone and facsimile numbers, Internet addresses, electronic mail addresses, Facebook, Twitter and other social media addresses and domain names as provided in Section 18(e) and shall notify the phone company internet service providers, webhosts, administrators, and other service providers of the termination or expiration of Franchisee's right to use any such numbers, addresses and domain names and any regular, classified or other telephone directory listing associated with the Go Mini's Marks and authorize and direct a transfer of same to or at the direction of Franchisor. Franchisee shall execute all documents, provide passwords and take all other actions prescribed by Franchisor and/or necessary to assign these on termination or expiration of this Agreement.

(9) Franchisor shall have the right (but not the obligation) to be exercised by thirty (30) days' notice of Franchisor's intent to do so after termination or expiration, to purchase for cash, any or all assets of the business, including leasehold improvements, equipment, supplies, advertising materials and all items bearing any one or more of the Go Mini's Marks. The purchase price shall be determined as follows: (a) The price for transport trucks shall be appraised value as appraised by any agency selected by Franchisor that provides Go Mini's trucks to franchises; (b) The price for containers, clean and in good repair, shall be at 90% if newer than twelve (12) months since purchased and reduced 10% per year thereafter (for example, 80% if more than one year and less than two years, etc.); (c) The price for other equipment and supplies shall be appraised market value. If Franchisor elects to exercise this option to purchase, Franchisor shall have the right to set-off all amounts due from Franchisee to Franchisor against any payment to be made to Franchisee under this Section. Franchisor shall exercise this right to purchase the business' equipment by the later of sixty (60) days after the date of termination, the date Franchisor takes possession of the equipment, or ten (10) days after the date on which any litigation contesting the validity of the termination if finally adjudicated.

(10) Franchisee shall comply with the covenants contained in Sections 19(k) and 19(l) and all other express or implied post-term obligations and restrictions of this Agreement.

b. Post Termination Operation. Franchisor shall have the right, but no obligation, at any time after termination of this Agreement, to enter into and operate the business. Franchisor shall also have the right to communicate directly with Franchisee's landlord and obtain the assignment of the Lease, whether pursuant to the terms of the Addendum to Lease or otherwise. Franchisee shall not be entitled to any compensation from operation after termination of this Agreement. Alternatively, and in lieu of continued operation of the business, Franchisor shall have the right to step in and de-identify the business if Franchisee fails to do so. Franchisee shall reimburse Franchisor for all expenses incurred in de-identifying the business pursuant to the requirements in Section 25(a)(3).

c. Post-Termination Accounting. If this Agreement is terminated by Franchisor and Franchisee contests validity of the termination, the party that operates the Go Mini's business during the period starting with the effective date of the contested termination and ending with the date on which a final notice and non-appealable judgment resolving the issue is entered, shall operate the Go Mini's Business for the benefit of the prevailing party in such contest, and shall account for, and pay over to the other party, any profits earned during that period, if such other party is the prevailing party.

d. Survival. All obligations of Franchisor and Franchisee which expressly or by their nature survive expiration or termination of this Agreement (including but not limited to Sections 11, 15(a), 15(e), 17(b), 18(e), 19, 20(f), 22, this Section 25, and 26) shall remain in full force and effect subsequent to and notwithstanding expiration or termination and until they are satisfied or by their nature expire. Additionally, Franchisee remains liable for any and all obligations of the business incurred prior to and following the effective date of expiration or termination of this Agreement.

e. Failure of Franchisee to Act. Franchisee appoints Franchisor and Franchisor's personnel as attorney-in-fact with authorization to take any action(s) necessary or convenient in Franchisor's judgment, all at Franchisee's risk and expense, which Franchisee is obligated but fails to take pursuant to provisions in this Section 25.

26. Additional Provisions.

a. Time for Action. Time is of the essence in relation to all performance obligations of Franchisee and all times for satisfaction of conditions by Franchisee in this Agreement.

b. Approvals. Franchisor will try to provide approvals or disapprovals, whether for the proposed location, lease or otherwise, each in a reasonable time after receiving all information requested. Approvals are for Franchisor's benefit and do not imply assurance of legal compliance, performance at or concerning the location or any aspect of the business.

c. Late Charges. For any amount not paid to Franchisor when due, Franchisee shall pay a late charge equal one-and-one-half percent ($1^1/_2$ %) per month (18% per year) but not more than the maximum rate or amount allowed by law. If a payment by Franchisee is made by check or other means and is returned or dishonored by the bank or other institution for insufficient funds or otherwise, then Franchisee shall also pay an administrative fee equal to the amount charged to Franchisor by any bank or financial institution on account of the rejected item, plus fifty dollars ($50) ("Administrative Fee.") Franchisor may increase the Administrative Fee up to three percent (3%) annually on thirty (30) days written notice to Franchisee. Franchisee acknowledges that this Section 26(c) is not an agreement to permit or accept payments after they are due or a commitment by Franchisor to extend credit to, or otherwise finance Franchisee's operation of the business. Franchisee acknowledges that failure to pay all amounts when due shall be grounds for termination of this Agreement, as provided in Section 24(c)(1) and other provisions.

d. Avoidance of Disparagement. Franchisee shall not make any disparaging, derogatory, defamatory or libelous statement of or concerning Franchisor, personnel of Franchisor, or another franchisee, personnel of another franchisee, or the Go Mini's System, whether over the Internet, in or other electronic or network communication, or in any form or manner of communication, written, oral or otherwise. The restriction in this Section shall remain in effect during the term of this Agreement and in perpetuity thereafter. This Section 26(d) shall not restrict Franchisee from testifying truthfully in a judicial or arbitral proceeding or making an entirely accurate report to a government agency.

e. Independent Contractors. The parties desire, intend, acknowledge and agree that they shall be independent contractors. Nothing in this Agreement shall be construed to create an employer-employee, partnership, joint venture, agency or any fiduciary or special relationship. Franchisee shall have no power to, and shall not purport to obligate Franchisor for any expense, liability or other obligation. Franchisee shall hold itself out to the public as an independent contractor operating the business pursuant to a franchise from Franchisor. Franchisee shall take such action as exhibiting a notice of independent ownership in a conspicuous place at the business entrance and on all forms, stationery or other written materials, the content of which Franchisor reserves the right to specify. Neither this Agreement nor Franchisor's course of conduct is intended, nor may anything in this Agreement (nor Franchisor's course of conduct) be construed, to state or imply that Franchisor is the employer of Franchisee's employees.

f. Non-Waiver. No waiver or delay in enforcing a party's rights after any breach of this Agreement shall be construed as a waiver of any earlier or later breach or of any other provision of this Agreement. Franchisor's acceptance of any payment from Franchisee shall not be nor be construed to be a waiver of any breach of this Agreement.

g. Application of Payments. Despite any designation by Franchisee, Franchisor shall have sole discretion to apply any payments by Franchisee to any past due indebtedness of Franchisee for royalties, advertising contributions, purchases from Franchisor or any entity related to Franchisor, interest or any other indebtedness.

h. Tax Payments. Franchisee shall pay to Franchisor promptly and when due the amount of all sales taxes, use taxes, personal property taxes, apportioned income taxes in the state where Franchisee is located, and similar taxes imposed on, required to be collected, or paid by Franchisor on account of services or goods furnished by Franchisor to Franchisee, intellectual property licensed to Franchisee, or on account of collection by Franchisor of any fees or payments, or on amounts due for purchases by Franchisee from Franchisor and other amounts which Franchisee owes to Franchisor, or that Franchisor is required to collect or pay.

i. Notices. All notices shall be in writing and shall be personally delivered, delivered by messenger or delivery services, mailed by certified mail return receipt requested, or facsimile transmission, and shall be effective at the earlier of three (3) days after deposit in the U.S. Mail certified return receipt requested, postage prepaid, or when actually received or when confirmation of receipt is acknowledged, to the respective parties at the addresses stated in the introductory paragraph of this Agreement, unless and until a different address has been designated by written notice to the other party.

j. Approvals. Any requests by Franchisee for approval or consent, and any approvals or consent by Franchisor for any matter requiring such approval or consent in this Agreement, shall be in writing.

k. Severability. In any conflict between this Agreement and applicable law, the law controls, but the provision of this Agreement affected shall be limited only to the extent needed to be lawful. If any provision of this Agreement is held to be indefinite, overbroad, invalid or otherwise unenforceable, the

remainder of this Agreement shall continue in effect. If a court deems any provision of this Agreement (other than for payment of money) unreasonable, the court may declare a reasonable modification and this Agreement shall be valid and enforceable as so modified.

l. Third Party Beneficiaries. The indemnification provisions pertaining to third-party indemnitees provided in Section 20(f) and the provisions for naming others as additional insureds in Section 20(a) are intended to benefit the classes of individuals and entities identified in those sections and they shall be deemed to be third party beneficiaries. Nothing in this Agreement is intended, nor shall be deemed, to confer on any other person or entity any rights or benefits. No person or entity other than Franchisor or Franchisee and such of their respective successors and assigns as may be contemplated by this Agreement shall have any rights or remedies under or by reason of this Agreement.

m. Interpretation. Captions, headings and section numbers are solely for convenience and shall not be used to affect the meaning or construction of any of this Agreement. References to weeks and months mean calendar weeks beginning on Sunday, and calendar months. References to persons mean legal entities as well as natural persons. This Agreement shall benefit and bind the parties and their permitted heirs, executors, administrators, successors and assigns. The language in all parts of this Agreement shall be construed simply according to fair meanings and not strictly for or against a party.

n. Governing Law; Venue. This Agreement has been made and accepted in, and shall be interpreted and construed according to and governed by Florida law. If, however, any provision of this Agreement would not be enforceable under the laws of Florida, and if the Franchise is located outside of Florida and such provision would be enforceable under the laws of the state in which the Franchise is located, then such provision shall be interpreted and construed under the laws of that state. Nothing in this Section 26(o) is intended by the parties to subject this Agreement to any franchise or similar law, rules, or regulation of any state to which it would not otherwise be subject. All claims shall be brought exclusively in the United States District Court for the Middle District of Florida or the Florida Circuit Court in Lee County. The parties waive all questions of personal jurisdiction or venue for the purposes of carrying out this provision. Nothing herein shall bar Franchisor's right to obtain injunctive relief to prevent threatened conduct that may cause it loss or damages including but not limited to restraining orders and preliminary injunctions. The parties waive any right to jury trial or class action litigation. In any proceeding before a court or arbitration, the prevailing party shall be entitled to reimbursement of its costs, including, without limitation, reasonable accounting fees and expenses, legal fees and expenses, and arbitration fees and expenses in connection with such proceeding.

o. Force Majeure. A party shall not be liable for reasonable delay in performance of an obligation, but not more than ten (10) days, if the performance is made impossible due to product shortage, order backlog, production difficulty, delay, transportation shortage, fire, strike, work stoppage, war, terror, riot, embargo, natural disaster or other causes beyond the party's control. This Section shall not excuse delay in payment and shall not result in an extension of the term of this Agreement.

p. "Franchisee" Defined. In this Agreement, the term "Franchisee" shall include the individual or entity defined as "Franchisee" in the introductory paragraph of this Agreement and all persons who, in accordance with this Agreement's terms, succeed to the interest as Franchisee by transfer or operation of law. The term "Franchisee" shall also include all partners of the entity that executes this Agreement (if the entity is a partnership); all shareholders, officers and directors of the entity that executes this Agreement (if the entity is a corporation); and all members, managers or governors of the entity that executes this Agreement (if the entity is a limited liability company). If more than one person executes this Agreement on behalf of Franchisee then their obligations shall be joint and several.

q. Individual Undertakings. By their signatures below, each partner, shareholder, officer, director, member and manager of the entity that signs this Agreement as Franchisee personally and individually acknowledges and accepts the duties and obligations imposed on Franchisee by the terms of this Agreement. As a condition to the granting of the franchise, if Franchisee is an entity, Franchisor may require each of Franchisee's owners to execute a Guaranty in substantially the form attached to this Agreement as Exhibit C.

r. Franchisee Representations and Warranties. Franchisee and each person executing this Agreement who is an owner of the franchise jointly and severally represent and warrant that:

(1) Franchisee made no misrepresentation in obtaining this Agreement.

(2) Franchisee is aware that other past, present or future franchisees and/or dealers of Franchisor may operate under different forms of Agreement, and some or all of those forms may be more favorable to those franchisees and/or dealers then this Agreement is to Franchisee, and that Franchisor's obligations and rights with regard to various franchisees may differ in certain circumstances.

(3) Franchisee acknowledges and agrees that this Agreement creates an arm's length commercial relationship that cannot and will not be transformed into a fiduciary or other special relationship whether by a course of dealing, by any special benefits that Franchisor bestows on Franchisee, or by inference from a party's conduct or by any differences between the parties in knowledge, ability, power, resources or experience.

27. Complete Agreement; Counterparts.

This Agreement, and all ancillary agreements signed concurrently with this Agreement, are the parties' entire agreement on the subject matter hereof, and supersede any and all prior negotiations, understandings, representations, disclosures and agreements. Nothing in this Agreement, or any other related agreement, disclaims representations made in Franchisor's Franchise Disclosure Document previously provided to and received by Franchisee. This Agreement may be amended only by a written instrument signed by both parties. If Franchisee is a pre-existing Go Mini's dealer, indicated by checking this box [___], then concurrently with signing this Agreement, Franchisee shall execute and Franchisor shall cause Go Mini's LLC to execute the Dealership Cancellation Agreement attached to this Agreement, and the Dealership Agreement shall be deemed to be cancelled, merged into and superseded by this Agreement, and is of no further force or effect. However, the following prior agreements between the parties shall remain in effect: _____.

This Agreement shall not be binding on either party unless executed in writing by both parties. This Agreement may be executed in multiple copies, and each copy so executed shall be deemed an original, and all copies, when taken together, shall constitute one instrument.

[SIGNATURE ON NEXT PAGE]

Executed as of the date first above written.

_____	Go Mini's Franchising, LLC. a Delaware limited liability company
Signature _____	Signature _____
Printed Name _____	Printed Name _____
Title _____	Title _____

EXHIBIT A

Address of Franchisee's Go Mini's (the "Location"):

_____

_____

The geographic area referred to in Section 2(a) of the Franchise Agreement (the "Territory")

is as follows:

_____

_____

The following are all the owners of any interest in Franchisee and the interest owned, at the time of signing the Franchise Agreement, pursuant to Section 7(c).

Name and Address	Number and Percentage of Shares/Units Owned

Preexisting Business of Franchisee,
Not Subject to Restrictive Covenants in Sections 19(k) - 19(l):

_____

_____

Dealer Cancellation Agreement

This Dealer Cancellation Agreement is made and entered into between Go Minis, LLC, a Florida limited liability company and _____, a(n) _____ whose address is _____ _____ ("Dealer").

1. Go Mini's and Dealer are parties to a written Dealer Agreement dated _____, 20____.

2. Concurrently with signing this Dealer Cancellation Agreement, Dealer is entering into a Franchise Agreement with Go Mini's Franchising, LLC. Accordingly, the parties want to cancel the Dealer Agreement.

3. By signing below, the parties hereby cancel the Dealer Agreement.

4. The Dealer Agreement shall be of no further force or effect.

This Dealer Cancellation Agreement is signed on _____, 20____.

_____	Go Mini's, LLC. a Florida limited liability company
Signature _____	Signature _____
Printed Name _____	Printed Name _____
Title _____	Title _____

EXHIBIT B

FRANCHISE AGREEMENT ADDENDUM FOR CONVERTING DEALERS

FRANCHISE AGREEMENT ADDENDUM FOR CONVERTING DEALERS

This Franchise Agreement Addendum (this "Addendum") is made this ____ day of _____, 20___ between Go Mini's Franchising, LLC ("Franchisor") and _____ ("Franchisee") with reference to the following facts:

R E C I T A L S

Franchisee is an existing portable storage and moving operator in business for more than one year who already owns at least 40 containers. Franchisee wishes to convert to the Go Mini's franchise program. Franchisor and Franchisee entered into a Franchise Agreement dated _____, 20__ (the "Franchise Agreement"). By this Addendum, the parties desire to modify the terms of the royalty structure of the Franchise Agreement as provided in this Addendum. Accordingly, the parties have agreed as follows:

A G R E E M E N T

The following provisions shall be deemed to be added to and made part of the Franchise Agreement:

A. Royalty Fee. Section 6(b) of the Franchise Agreement is deleted and replaced in its entirety with the following:

Royalty. Franchisee shall pay to Franchisor within fifteen (15) days after the end of each calendar month, a royalty based on Gross Sales. The royalty shall be seven percent (7%) of Gross Sales or $400, whichever is higher.

B. Miscellaneous. Defined terms not defined in this Addendum shall have the meaning provided in the Franchise Agreement. This Addendum shall be deemed to be part of, and shall be subject to all other terms and conditions in, the Franchise Agreement. In any conflict between the Franchise Agreement and this Addendum, the provisions in this Addendum shall control.

Signed as of the date first written above.

FRANCHISEE	FRANCHISOR
_____	Go Mini's Franchising, LLC. a Delaware limited liability company
Signature _____	Signature _____
Printed name _____	Printed name _____
Title _____	Title _____

EXHIBIT C

FRANCHISE AGREEMENT ADDENDUM FOR CONVERTING GO MINI'S DEALERS

FRANCHISE AGREEMENT ADDENDUM FOR CONVERTING GO MINI's DEALERS

This Franchise Agreement Addendum (this "Addendum") is made this ____ day of _____, 20___ between Go Mini's Franchising, LLC ("Franchisor") and _____ ("Franchisee") with reference to the following facts:

R E C I T A L S

Franchisee is a former Go Mini's Dealer converting to the Go Mini's franchise program. Concurrently with signing this Addendum, Franchisee has entered into Franchisor's Franchise Agreement and has signed a Dealership Cancellation Agreement to cancel Franchisee's dealership. By this Addendum, the parties desire to amend the terms of the Franchise Agreement. Accordingly, the parties agree as follows:

A G R E E M E N T

The following provisions shall be deemed to be added to and made part of the Franchise Agreement:

A. Termination Rights by Franchisee. Section 24(a) is deleted and replaced in its entirety with the following:

> Franchisee shall have the right to terminate this Agreement at any time through and until the third (3rd) year anniversary of this Agreement ("Termination Option"). After the third (3rd) year anniversary of this Agreement, Franchisee's Termination Option shall expire and Franchisee shall not be entitled to terminate this Agreement prior to expiration of its term except with Franchisor's consent. Should Franchisee elect to terminate the Franchise Agreement early pursuant to the Termination Option, Franchisee shall notify Franchisor in writing of Franchisee's desire to exercise the Termination option and terminate the Agreement (the "Termination Notice"). Franchisee shall specify in the Termination Notice the desired effectiveness date of the termination which shall be at least sixty (60) days after the Termination Notice is received by Franchisor. On or before the effectiveness date of the termination, Franchisee shall comply with all obligations of Section 25 of the Franchise Agreement and completely de-identify and stop operating the Go Mini's business. On the effective date of the termination, Franchisor shall have the right to market and sell Franchisee's Territory to another franchisee.

B. Royalty Fee. Section 6(b) of the Franchise Agreement is deleted and replaced in its entirety with the following:

Royalty. Franchisee shall pay to Franchisor within fifteen (15) days after the end of each calendar month, a royalty based on Gross Sales. The royalty payable by Franchisee shall be as follows:

Months of Agreement	Royalty Percentage
First 12 months of this Agreement	5% of Gross Sales
Months 13 through 24 of this Agreement	6% of Gross Sales
Months 25 through End of Term	7% of Gross Sales or $400, whichever is higher.

C. Miscellaneous. Defined terms not defined in this Addendum shall have the meaning provided in the Franchise Agreement. This Addendum shall be deemed to be part of, and shall be subject to all other terms and conditions in, the Franchise Agreement. In any conflict between the Franchise Agreement and this Addendum, the provisions in this Addendum shall control.

Signed as of the date first written above.

FRANCHISEE	FRANCHISOR
_____	Go Mini's Franchising, LLC. a Delaware limited liability company
Signature _____	Signature _____
Printed name _____	Printed name _____
Title _____	Title _____

EXHIBIT D

CONFIDENTIALITY AND NON-COMPETITION AGREEMENT

CONFIDENTIALITY AND NONCOMPETITION AGREEMENT

By signing below, the undersigned, _____ ("Obligated Party"), acknowledges, represents, warrants and agrees with and for the benefit of Go Mini's Franchising, LLC ("Company"), as follows

1. CHECK AND COMPLETE ALL APPROPRIATE BOXES:

a. [___] _____is the Franchisee under a Franchise Agreement dated _____, 20____(the "Franchise Agreement") entered into with Company, which granted Franchisee the right to own and operate a Go Mini's franchise;

b. [___] is a shareholder, member, owner, director, officer, manager or partner of _____, the entity which executed the Franchise Agreement as Franchisee;

c. [___] is an employee of _____, the entity which executed the Franchise Agreement as Franchisee.

d. [___] is associated with _____, the entity which executed the Franchise Agreement as Franchisee, in the following capacity: _____.

e. [___] _____ wishes to be or is being proposed or considered as a possible supplier of goods or services to Company or to one or more Go Mini's franchisees.

2. Obligated Party acknowledges that to induce Company to grant Franchisee a franchise to operate a Go Mini's business, Franchisee agreed to execute, and to require certain individuals who own an interest in, or who are employed by, or associated with, Franchisee, and certain entities who desire or propose to be or become a supplier to Company or one or more franchisees, to execute, Company's form of Confidentiality and Noncompetition Agreement (this "Agreement") for the benefit of Company. Obligated Party acknowledges that for this reason, Obligated Party is required to execute and comply with this Agreement. Obligated Party has read this Agreement and understand its terms and is willing to sign and comply with this Agreement for the benefit of Company.

3. Obligated Party agrees as follows:

a. Nondisclosure of Confidential Information. Obligated Party agrees to maintain the confidentiality of Confidential Information (as defined below) and to not use any of the Confidential Information in any other business or venture and to not use the Confidential Information in any manner not authorized or approved in writing by Company. Obligated Party shall not make any unauthorized copy of any Confidential Information disclosed in writing or Confidential Information disclosed other than in writing and put in writing. Obligated Party shall implement reasonable procedures and all procedures prescribed from time to time by Company to prevent unauthorized use and disclosure of the Confidential information.

b. Definition of Confidential Information. "Confidential Information" means information developed or possessed by Company and additional information that Company develops or possesses in the future, consisting of program materials, promotion materials and marketing and business methods advertising concepts and procedures for operating or relating to the operation of Go Mini's businesses and franchises, and the Go Mini's Manual. Such information provides benefits to Company in part from not being known to others who could make use of such information. Confidential Information includes information that is expressly marked as "Confidential" or words of similar meaning, or is identified orally to Obligated Party as being confidential, and also includes information which Obligated Party should recognize in the circumstances is Confidential.

c. Question. In case of doubt or question by Obligated Party whether particular information is Confidential Information, Obligated Party shall ask Company in writing whether or not such information is Confidential Information. Obligated Party shall treat such information as Confidential Information unless and until Company informs Obligated Party in writing that it is not (or is no longer) Confidential Information.

d. Return of Proprietary Materials. On expiration or termination of the Franchise Agreement, or on termination of Obligated Party's above-referenced relationship to Franchisee or to Company, as applicable, whichever occurs first, or at any time when requested by Company, Obligated Party shall surrender and turn over to Franchisee, or, if directed by Company, directly to Company, all materials in the possession of Obligated Party relating to or concerning any Confidential Information. Obligated Party acknowledges that such materials shall be and remain the property solely of Company.

e. Restriction of Competing. To reduce the risk of accidental or intentional misuse of Confidential Information, from the date of signing until the expiration of eighteen (18) months after the expiration or termination of this Agreement, regardless of the cause of expiration or termination, Obligated Party shall not, either directly or indirectly own, maintain, engage in, invest in, consult with, loan money to, manage, consult or have any interest in any business providing or performing in whole or in part, moving or storage of tangible goods or merchandise or similar services or otherwise the same as or similar to those offered or provided in the Go Mini's System within a fifty (50) mile radius of the location of Franchisee's business or within a fifty (50) mile radius of any other Go Mini's location, whether franchised or owned and operated by Franchisor any authorized franchisee of Franchisor or any related entity of Franchisor.

f. Exceptions. The restrictions in Section 3(f) shall be deemed not to restrict, and thus not to apply to, ownership by Obligated Party of: (a) less than two percent (2%) beneficial interest in the equity securities of an entity which are publicly traded on the New York or American or NASDAQ stock exchange and registered under the Securities Exchange Act of 1934; or (b) Obligated Party's continued ownership of or other existing relationship to the following competitive business that Obligated Party represents and warrants Obligated Party already has an ownership interest in or relationship to, at the time of signing this Agreement:

_____

name of company that Obligated Party already has ownership interest in or relationship to

_____

nature of ownership interest and/or relationship

g. Irreparable Harm to Company. Obligated Party acknowledges and agrees that Company will suffer irreparable injury not capable of precise measurement in monetary damages if Confidential Information is obtained by any person, firm or corporation and is used in competition with Company or another Go Mini's Franchisee, or if Obligated Party breaches any of the covenants in this Agreement. Accordingly, in the event of evidence reasonably indicating breach of this Agreement by Obligated Party, Obligated Party consents to entry of interim relief, including, without limitation, the entry of a temporary restraining order, preliminary injunction, permanent injunction, writ of attachment, appointment of a receiver, and any other equitable relief which the court deems necessary or appropriate to prevent irreparable injury to Company, all without the requirement that bond be posted. Obligated Party agrees that the award of equitable remedies to Company in the event of such breach or evidence reasonably indicating breach is reasonable and necessary for the protection of the business and goodwill of Company.

4. Validity; Conformity With Applicable Law. Each of the covenants in and each of the covenants within each provision of Sections 3(a) through 3(f) shall be deemed independent of any other covenant or provision of this Agreement. If all or any portion of such a covenant is held unreasonable or unenforceable by a court having jurisdiction, Obligated Party shall be bound by any lesser covenant

subsumed within the terms of that covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of such Section.

5. Miscellaneous.

a. Any waiver granted to the undersigned by Company excusing or reducing any obligation or restriction imposed under this Agreement shall be evidenced by a writing executed by Company in order to be effective and shall only be effective to the extent specifically allowed in such writing. No such waiver shall constitute a continuing waiver of the same or any other breach of this Agreement or render unnecessary Company's consent to or approval of any other act or subsequent act. Any waiver granted by Company shall be without prejudice to any other rights Company may have. The rights and remedies granted to Company are cumulative and non-exclusive. No delay on the part of Company in exercising any right or remedy shall operate as a waiver.

b. No amendment, change, modification or variance to or from the terms and conditions set forth in this Agreement shall be binding on the undersigned unless it is set forth in a writing and duly executed by the undersigned and Company.

c. This Agreement shall be binding on Obligated Party's heirs, executors, successors and assigns as though originally executed by such persons. This Agreement is expressly for the benefit of Company, and Franchisee. Company and Franchisee shall each have the independent right to enforce this Agreement for the benefit of just itself or for the benefit of both Company and Franchisee, as the enforcing party elects.

IN WITNESS WHEREOF, Obligated Party has signed this Agreement on the date stated:

Company Name (if applicable) _____

Signature _____ Date _____

Printed Name _____ Title _____

EXHIBIT E

PERSONAL GUARANTY

PERSONAL GUARANTY

The undersigned ("Guarantor(s)"), to induce Go Mini's Franchising, LLC ("Franchisor") to enter into that certain Franchise Agreement dated _____, 20__ (the "Franchise Agreement") with _____ as Franchisee ("Entity"); or to permit assignment of the Franchise Agreement, or as otherwise required as a condition of the Franchise Agreement, enters into this Guaranty Agreement ("Guaranty") for the benefit of Franchisor.

1. Guarantee. Guarantor(s) unconditionally, absolutely, jointly and severally, personally guarantee(s) to Franchisor, its successors and assigns, the full, timely and complete payment and performance of all obligations of the Entity which are or may become due and owing to Franchisor or to any entity affiliated with Franchisor, and any other agreement now or hereafter existing between Franchisor and the Entity (the "Guaranteed Obligations") in the same manner as if the Franchise Agreement or other agreement was entered into by Franchisor and Guarantor directly. The obligations of each Guarantor under this Guaranty are independent of the obligations of the Entity or any other guarantor, and shall be continuing and irrevocable until all of Guaranteed Obligations have been fully satisfied.

2. Waivers; Amendments.

a. Each Guarantor waives (i) notice that Franchisor accepted, or will accept, money or other consideration from the Entity or for the Entity's benefit, (ii) notice that the Entity incurred, or will incur, any new or additional obligations or liability to Franchisor or to any entity affiliated with Franchisor, and (iii) any and all other notices and demands to which it may be entitled under applicable law.

b. Each Guarantor waives all rights to determine how, when and what application of payments and credits will be made on the Guaranteed Obligations.

c. This Guaranty shall not be affected by the amendment, modification, assignment, extension, renewal, expiration or termination of any agreement between Franchisor and the Entity, by the creation or incurring of new or additional Guaranteed Obligations, the taking of security for payment, the granting of additional time for payment, the filing by or against the Entity of bankruptcy, insolvency, reorganization or other debtor's relief afforded under any present or future law or by the decision of any court, or any other matter, whether similar or dissimilar to any of the foregoing; and this Guaranty shall cover the terms and obligations of any such modifications, notes, security agreements, extensions, or renewals.

d. Each Guarantor waives all rights it may otherwise be entitled to by reason of Franchisor's failure to enforce, or delay in enforcing, any of Franchisor's rights with respect to the Guaranteed Obligations.

e. Each Guarantor waives any and all benefits he or she may otherwise be entitled to as a guarantor or surety under applicable law.

f. Each Guarantor's liability under this Guaranty shall not be contingent on Franchisor's exercise or enforcement of any remedy it may have against the Entity or others, or the enforcement of any lien or realization upon any security Franchisor may at any time possess.

3. Subordination. Guarantor agrees that any indebtedness by the Entity to Guarantor for any reason, currently existing or which arises after the date of this Guaranty, shall at all times be inferior and subordinate to any indebtedness owed by the Entity to Franchisor. As long as the Entity owes any monies to Franchisor (other than fees or payments that are not past due), the Entity will not pay, and Guarantor will not

accept payment of, any part of any indebtedness which may be owed by the Entity to Guarantor, either directly or indirectly, without Franchisor's prior written consent.

4. Joint and Several Obligations. If more than one person signs a personal guaranty in favor of Franchisor (whether or not in identical form), guarantying the Entity's payment or performance of the Guaranteed Obligations, each individual shall be jointly and severally liable for the Guaranteed Obligations. Franchisor shall have recourse against any one guarantor, or all of them, or any combination of them, and Franchisor's election to pursue recourse against fewer than all guarantors shall not discharge the others. Franchisor may partially or fully release the Entity or any other guarantor without obtaining Guarantor's consent and without affecting or impairing Guarantor's obligations under this Guaranty.

5. Rights Cumulative. All rights and remedies of Franchisor under this Guaranty are cumulative and not alternative, and such rights and remedies are in addition to those given to Franchisor by applicable law.

6. Solving Disputes. Florida law shall govern the construction, interpretation, validity and enforcement of this Guaranty.

7. Miscellaneous.

a. All notices required or permitted to be given to either party shall be in writing and shall be deemed duly given on the earlier of: (i) the date when delivered by hand; (ii) one business day after delivery to a reputable national overnight delivery service; or (iii) 4 business days after being placed in the United States Mail and sent by certified or registered mail, postage prepaid, return receipt requested. All notices shall be addressed as follows: If to Guarantor, at _____. If to Franchisor, at: Go Mini's Franchising, LLC _____. Either party may change its address for receiving notices by appropriate written notice to the other.

b. This Guaranty states the entire agreement between the parties, fully superseding any and all prior agreements or understandings between them pertaining to its subject. No amendment, change, modification or variance to or from the terms in this Guaranty shall be binding unless it is set forth in a writing and duly executed by Guarantor and Franchisor. This Guaranty shall also bind Guarantor's successors-in-interest, heirs and personal representatives.

c. No waiver of any default under this Guaranty shall be effective unless the waiver is evidenced by a writing duly executed by Franchisor. No such waiver shall constitute a continuing waiver of the same or any other default or provision of this Guaranty or render unnecessary Franchisor's consent to or approval of any other act or subsequent act.

Guarantor has executed this Guaranty on the date set forth below.

"Guarantor"

_____ _____

Print Name (Please sign without title)

Dated: _____

EXHIBIT F

GENERAL RELEASE

GENERAL RELEASE

This General Release ("Release") is made as of _____, 20__, by _____ _____, a(n) _____ ("Releasor") for the benefit of Go Mini's Franchising, LLC, a Delaware limited liability company ("Franchisor") and the managers, members, directors, officers and employees of Franchisor.

Releasor is a Go Mini's franchisee, operating one or more "Go Mini's" franchise(s) (the "Franchise") at _____ (the "Location(s)") pursuant to that certain Franchise Agreement dated _____, 20___ (the "Franchise Agreement"), and pursuant to the Franchise Agreement, Releasor agreed to execute this Release. Accordingly, Releasor agrees as follows:

1. Releasor absolutely and forever releases and discharges Franchisor and its predecessors, successors, parents, affiliates, assigns, agents, employees, attorneys and their respective members, managers, shareholders, directors, officers, partners, heirs, executors and representatives from and against any and all obligations, actions, proceedings, losses, claims, demands, damages, debts, liabilities, accounts, costs, expenses, attorneys' fees, liens and causes of action of every kind and nature whatsoever ("Released Matters"), whether now known or unknown, suspected or unsuspected, which Releasor now has, owns or holds, or at any time ever had, owned or held, pertaining to or arising out of (a) the Franchise, the Franchise Agreement or any documents or instruments related thereto, (b) the business conducted by Releasor at the Location(s), and/or (c) the franchisor-franchisee relationship between Releasor and Franchisor.

2. Releasor waives and relinquishes every right or benefit which Releasor has under any state or federal law, to the full extent that Releasor may lawfully waive such right or benefit pertaining to the subject of this Release. In connection with such waiver and relinquishment, with respect to the Released Matters, Releasor acknowledges that Releasor is aware that Releasor may later discover facts additional to or different from those which Releasor now knows or believes to be true with respect to the subject matter of this Release, but that it is Releasor's intention hereby fully, finally and forever, to settle and release all Released Matters, disputes and differences, known or unknown, suspected or unsuspected, which now exist, may exist or ever existed, and in furtherance of such intention, the release and discharge given herein shall be and remain in effect as a full and complete release, notwithstanding the discovery or existence of any such additional or different facts.

3. Releasor understands and agrees that this Release supersedes any prior negotiations and agreements, oral or written, with respect to its subject matter. Releasor understands and agrees that no representations, warranties, agreements or covenants have been made by Franchisor with respect to this Release, other than those set forth herein, and that in executing this Release, Releasor is not relying upon any representation, warranty, agreement or covenant not set forth herein.

4. This Release is the complete agreement between the parties on its subject. It cannot be modified except by an agreement in writing executed by both of the parties. This Release and the legal relations among the parties shall be interpreted, construed and governed by the laws of Florida, without giving effect to any conflicts of laws.

5. Releasor certifies to Franchisor that Releasor read all of this Release and fully understands all of the same and executed this Release after having the opportunity to have received full legal advice as to Releasor's rights from legal counsel of Releasor's choice.

6. Releasor represents and warrants to Franchisor that Releasor has the full power and authority to execute this Release, and to do any and all things reasonably required hereunder.

7. Releasor represents and warrants to Franchisor that Releasor has not assigned, transferred, or conveyed to any third party all or any part of, or any partial or contingent interest in, any of the claims which are

called for to be released by this Release now or in the future, that it is aware of no third party who contends or claims otherwise, and that Releasor shall not assign, transfer or convey any such claim hereafter.

8. Whenever in this Release the context may so require, the neuter gender shall be deemed to refer to and include the feminine and masculine, the singular shall be deemed to refer to and include the plural, and vice versa.

9. If Franchisor or Releasor commences any action or proceeding to enforce the terms of this Release, to prevent a breach of this Release, or to obtain a declaration of rights or obligations under this Release, or commences any other arbitration or other action or proceeding relating to this Release or the relationship between the parties, then the prevailing party shall be reimbursed by the losing party for all costs and expenses incurred in connection therewith, including reasonable attorneys' fees.

Executed as of the date set forth in the introductory paragraph:

RELEASOR

_____

Signed _____

Printed name: _____

Title _____

ADDENDUM TO GENERAL RELEASE FOR WASHINGTON

This Addendum to General Release (this "Addendum") is made and entered into on _____, 20___ by _____, a(n) _____ ("Releasor") and Go Mini's Franchising, LLC, a Delaware limited liability company ("Franchisor").

Releasor is a resident of Washington state or an owner of a franchise located in the state of Washington. Concurrently with signing this Addendum, Releasor has signed Franchisor's General Release. By this Addendum, the parties desire to amend the General Release to exclude claims arising under the Washington Franchise Investment Protection Act. Accordingly, the parties agree as follows:

The General Release is amended to exclude claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

Defined terms not defined in this Addendum shall have the meaning provided in the General Release. This Addendum shall be deemed to be part of, and shall be subject to all other terms and conditions in, the General Release. In any conflict between the General Release and this Addendum, the provisions in this Addendum shall control.

Signed as of the date first written above.

RELEASOR

_____

Signed _____

Printed name: _____

Title _____

FRANCHISOR

_____

Signed _____

Printed name: _____

Title _____

EXHIBIT G

TABLE OF CONTENTS OF OPERATION MANUAL

TABLE OF **CONTENTS**

Go Mini's® Franchise Operations Manual 4

Go Mini's® Franchise Obligations 5

Go Mini's® Advertising Expenses 7

Go Mini's® Operating System 10

Go Mini's® Suppliers and Supplies 11

Go Mini's® Container Requirements 13

Go Mini's® Required Insurance 14

Go Mini's® Franchise Job Descriptions 16

Go Mini's® Franchise Ideal Employee 17

Go Mini's® Franchise Owner 19

Go Mini's® Outside Sales Manager 21

Go Mini's® Customer Service Representative 23

Go Mini's® Delivery Specialist 26

Go Mini's® Commercial Sales Executive Position Profile, Sales & Incentive Plan 28

Go Mini's® Customer Service Representative Job Description Template 30

Go Mini's® Customer Service Representative Interview Questions 32

Go Mini's® Delivery Specialist Job Description Template 34

Go Mini's® Delivery Specialist Daily Checklist 36

Go Mini's® Driver Safety Manual: Attendance & Punctuality 37

Go Mini's® Driver Safety Manual: Business Ethics & Professional Conduct 38

Go Mini's® Employee Conduct 39

Go Mini's® Vehicle Use Policy 40

Go Mini's® DOT Compliance 41

Go Mini's® Employee Safety Rules 42

TABLE OF **CONTENTS**

Go Mini's® Commitment to Safety 43

Go Mini's® Use of Company Vehicles 45

Go Mini's® Cell Phone Use While Driving 46

Go Mini's® Driver Vehicle Inspection Process 47

Go Mini's® Accident / Incident Report 50

Go Mini's® Road Skills Evaluation 52

Go Mini's® Weekly Forklift Inspection Sheet 53

Go Mini's® Container Specs 54

Go Mini's® New Container Inspection Sheet 55

Go Mini's® Ancillary Letter 56

Go Mini's® Sales Phone Script 57

Go Mini's® Booking Sheet 59

Go Mini's® Delinquent Tenant Management 60

Collection Process Map 63

Go Mini's® Transporting Portable Storage Containers 65

Go Mini's® Tenants Requesting Access 66

Go Mini's® Customer Care Tips 67

Go Mini's® Helpful Packing Tips 68

Go Mini's® Understanding The Franchise Model 71

EXHIBIT H

LIST OF FRANCHISES AND DEALERS AS OF DECEMBER 31, 2023 AND LIST OF FRANCHISES AND DEALERS WHO HAVE LEFT THE SYSTEM AS OF DECEMBER 31, 2023

US FRANCHISEE LIST AS OF DECEMBER 31, 2023

State	Franchisee Name	Address	Phone
AK	Olson Self Storage, LLC	2398 E. 52nd Ave, Unit A, Anchorage AK 99507	907-360-9549
AR	Locke Mobile Containers, Inc	664 West Ash, Fayetteville, AR 72703	866-478-6464
AR	Andy's Storage & Rental LLC (Little Rock)	4119 Stadium Blvd., Suite J, Jonesboro, AR 72404	870-219-2228
AR	Andy's Storage & Rental LLC (Jonesboro)	4119 Stadium Blvd., Suite J, Jonesboro, AR 72404	870-219-2228
CA	On Demand (Orange County)	17082 Sims Ln Huntington Beach CA	714-404-7199
CA	Advanced Storage Solutions (Livermore) - Contra Costa County	5812 La Ribera St. Livermore, CA 94550	949-454-8648
CA	Advanced Storage Solutions (Menlo Park) – San Mateo County - Alameda	5812 La Ribera St. Livermore, CA 94550	949-454-8648
CA	Cannery Row Capital (Riverside)	15870 Claumet Ct, Riverside, CA 92506	951-289-5766
CA	Advanced Storage Solutions (Ventura County)	981 Easy St. Simi Valley, CA 93065	805-577-0332
CA	Advanced Storage Solutions (San Fernando Valley)	981 Easy St. Simi Valley, CA 93065	805-577-0332
CO	L G Squared	6125 Stadia Court, Colorado Springs CO 80915	888-648-6464
CO	Jasco Ventures	1445 W. Quincy Ave. Englewood, CO 80110	(303) 947-8702
CO	Jasco Ventures	1445 W. Quincy Ave. Englewood, CO 80110	(303) 947-8702
CT	Northside Mini's	430 Colony Street, Meriden CT 06451	203-634-6677
CT	Clancy Storage, LLC	2963 Route 22, Patterson NY 12563	877-881-5080
CT	Clancy Storage, LLC	2963 Route 22, Patterson NY 12563	877-881-5080
FL	DMD Storage Florida	5951 SW 41 St, #800, Davie FL 33331	954-727-9800
FL	Herring Systems	2810 Maine Avenue, Lakeland FL 33803	863-698-3607
FL	Herring Systems	2810 Maine Avenue, Lakeland FL 33803	863-698-3607
FL	Herring Systems	2810 Maine Avenue, Lakeland FL 33803	863-698-3607
FL	Herring Systems	2810 Maine Avenue, Lakeland FL 33803	863-698-3607
FL	Herring Systems	2810 Maine Avenue, Lakeland FL 33803	863-698-3607
FL	A-Less Storage LLC	121 N New Warrington Rd Pensacola, FL 32506	918-351-0177
FL	D & L Storage LLC	255 St Johns Forest Blvd St John FL 32259	904-806-3583
GA	Long Range Ventures	1629 Danielsville Rd, Athens GA 30601	706-549-2188
GA	Long Range Ventures	1629 Danielsville Rd, Athens GA 30601	706-549-2188
GA	Augusta Portable Storage	1261 New Savannah Road, Augusta, GA 30906	888-299-0186
GA	Livingston Storage and Transfer	4301 Allied Drive, Columbus GA 31908	866-689-0533
GA	Livingston Storage and Transfer	4301 Allied Drive, Columbus GA 31908	866-689-0533
ID	Compton Transfer, LLC	4203 Industrial Street, Boise ID 83642	208-362-6003
ID	Western Waste Services	70 West Frontage Rd., North Jerome, ID 83338	208-734-6460
IL	McMahon Movers, LLC	820 Tek Drive, Crystal Lake, IL 60014	385-312-9785
IL	South Avenue SAM's, Inc.	360 South Avenue, Sycamore, IL 60178	801-336-4758
IN	SMH, LLC	53664 CR 9, Elkhart, IN 46514	888-696-4645
IN	SMH, LLC	53664 CR 9, Elkhart, IN 46514	888-696-4645

State	Franchisee Name	Address	Phone
IN	SMH, LLC	53664 CR 9, Elkhart, IN 46514	888-696-4645
IN	Maven Station (Evansville)	2626 Kotter Avenue, Evansville IN 47715	812-471-4292
IN	Go-Pak, LLC	825 E St., Clair Street, Indianapolis, IN 46202	317-639-9583
KS	Campbell Container CO	201 Commercial Street, Leavenworth, KS 66048	913-727-3627
KY	Maven Station (Owensboro)	3211 Frederica St., Suite D, Owensboro KY 42301	270-926-6044
KY	Maven Station (Bowling Green)	3201 Veach Rd. Owensboro KY 42303	866-604-6464
KY	Byers Car Rental (Covington)	669 Sullivant Ave Columbus OH 43215	614-864-9181
LA	Larry Campisi	1401 South State St. Abbeville, LA. 70510	866-652-6693
LA	Willhite Portable Storage LLC	3801 Karen Lane, Bossier City LA 71112	318-742-3804
LA	Paulk's Moving & Storage Inc. (New Orleans)	712 L & A Road, Metairie, LA 70001	866-609-6464
LA	Paulk's Moving & Storage Inc. (Baton Rouge)	712 L & A Road, Metairie, LA 70001	866-609-6464
MA	Massachusetts Mobile Storage LLC	226 Milford St, Upton MA 01568	877-626-4647
MA	Spinnaker Transportation Services	94 New Salem Street, Wakefield, MA 01880	877-786-9646
MI	James Smits, Mike Norman & Greg Steenwyk	10694 Chicago Drive, Zeeland, MI 49464	866-646-4123
MI	James Smits, Mike Norman & Greg Steenwyk	10694 Chicago Drive, Zeeland, MI 49464	866-646-4123
MO	Locke Mobile Containers, Inc	4734 West Kearney Street, Springfield MO 65803	866-478-6464
MO	Locke Mobile Containers, Inc. (St. Louis)	454 Leffingwell Ae., Kirkwood, MO	866-478-6464
MO	Locke Mobile Containers, Inc. (Columbia & Jefferson count)	454 Leffingwell Ae., Kirkwood, MO	866-478-6464
NC	C & M Systems (Arden)	6 Trident Drive, Arden NC 28704	828-209-0202
NC	C & M Systems (Asheville)	6 Trident Drive, Arden NC 28704	828-209-0202
NC	USA Storage Center	3116-A Deaver Circle, Hope Mills, NC 28348	910-423-6464
NC	USA Storage Center	3116-A Deaver Circle, Hope Mills, NC 28348	910-423-6464
NC	MOOOD LLC (Eastern NC)	122 White Oak Bluffs, Stella NC	757-530-4569
NC	MOOOD LLC (Goldsboro)	122 White Oak Bluffs, Stella NC	757-530-4569
NJ	Advanced Mobile Storage, LLC	3640 Route 94, Hamburg NJ 07419	866-668-3678
NJ	Clancy Storage, LLC	2963 Route 22, Patterson, NY 12563	877-881-5080
NM	L G Squared	7800 San Pedro Dr NE, Albuquerque NM 87109	888-648-6464
NM	L G Squared	2080 Hamilton Dr, Alamorgordo NM 88310	888-648-6464
NY	C. R. Hamilton Inc	44 Railroad Street, Huntington Station, NY 11746	631-424-3976
NY	Clancy Storage, LLC	2963 Route 22, Patterson, NY 12563	877-881-5080
NY	Clancy Storage, LLC	2963 Route 22, Patterson, NY 12563	877-881-5080
NY	Mountain Capital Partners	45 Woodlawn Ave, Pittsfield, MA 01201	413-499-0815
NY	Mountain Capital Partners	45 Woodlawn Ave, Pittsfield, MA 01201	413-499-0815
OH	Byers Car Rentals	669 Sullivant Ave, Columbus OH 43215	614-864-9181
OH	Byers Car Rentals (Dayton)	669 Sullivant Ave, Columbus OH 43215	614-864-9181
OH	Byers Car Rentals (Cincinnati)	669 Sullivant Ave, Columbus OH 43215	614-864-9181

State	Franchisee Name	Address	Phone
OH	Byers Car Rentals (Central Cleveland)	669 Sullivant Ave, Columbus OH 43215	614-864-9181
OH	Byers Car Rentals (East Cleveland)	669 Sullivant Ave, Columbus OH 43215	614-864-9181
OH	Byers Car Rentals (West Cleveland)	669 Sullivant Ave, Columbus OH 43215	614-864-9181
OH	Byers Car Rentals (Toledo)	669 Sullivant Ave, Columbus OH 43215	614-864-9181
OK	Locke Mobile Containers, Inc	605 East Houston Street, Broken Arrow OK 74012	866-478-6464
OR	Go Mini's of Oregon	675 East Park St. Grants Pass, OR 97527	541-406-7139
OR	Portable Meister (Beaverton)	PO Box 298 Woodburn OR 97071	503-358-4296
OR	Portable Meister (Eugene)	PO Box 298 Woodburn OR 97071	503-358-4296
OR	Portable Meister (Oswego)	PO Box 298 Woodburn OR 97071	503-358-4296
OR	Portable Meister (Portland)	PO Box 298 Woodburn OR 97071	503-358-4296
OR	Portable Meister (Salem)	PO Box 298 Woodburn OR 97071	503-358-4296
PA	Buffalo Capital Group (Pittsburgh)	120 Twin Oaks Dr, Sarver PA 16055	412-208-5010
SC	Augusta Portable Storage (Columbia)	1261 New Savannah Road, Augusta, GA 30906	888-299-0186
SC	C & M Systems (Myrtle Beach)	6 Trident Drive, Arden NC 28704	828-209-0202
TN	Maven Station (Clarksville)	2751 Griffin Dr., Bowling Green KY 42121	615-889-3434
TN	Maven Station (Nashville)	606 Lion Parkway, Columbia TN 38401	615-889-3434
TN	Maven Station (Columbia)	606 Lion Parkway, Columbia TN 38401	615-889-3434
TN	Maven Station (Jackson)	2100 Hwy 70 East, Jackson TN 38305	731-217-2563
TN	Maven Station (Memphis)	9595 Macon Road, Memphis TN 38016	901-546-7546
TX	Arbor Grove Properties II (Abilene)	PO Box 6109, Twin Falls ID 83303	503-358-4296
TX	L G Squared	1250 Riley Way, Chaparral NM 88081	888-648-6464
TX	Maven Station (Georgetown)	7717 Gilbert Road, Austin, TX 78724	512-937-1677
TX	Maven Station (San Marcos)	7717 Gilbert Road, Austin, TX 78724	512-937-1677
TX	Maven Station (Austin)	7717 Gilbert Road, Austin, TX 78724	512-937-1677
TX	Dalfor Container Solutions, LLC	14175 Proton Rd, Dallas, TX 57244	866-609-6464
TX	Setex Container Solutions, LLC	3021 Mangum Rd, Houston TX 88081	866-609-6464
TX	Setex Container Solutions, LLC	4322 Milling Road, San Antonio, TX 78219	866-609-6464
TX	Mobile Maven (Denton)	PO Box 844, Owensboro, KY 42302	
TX	Quandrant Investments (Greenville)	5536 Hwy 224, Greenville TX 75401	503-358-4296
UT	Go Mini's of Utah, LLC	3960 South 300 West, Salt Lake City, UT 84107	901-972-4200
WA	Portable Meister (Vancouver)	PO Box 298 Woodburn OR 97071	503-358-4296
WI	Schroeder Storage Solutions	2720 East Winslow Avenue, Appleton WI 54911	800-242-3577
WI	Schroeder Storage Solutions	15700 West Lincoln Avenue, New Berlin WI 53151	800-950-1717
WI	Burke Ventures (Madison)	25 Maple Grove Ct, Madison WI 53719	608-516-9108

IF YOU BUY THIS FRANCHISE, YOUR CONTACT INFORMATION MAY BE DISCLOSED TO OTHER BUYERS WHEN YOU LEAVE THE FRANCHISE SYSTEM.

LIST OF FRANCHISEES WHOSE OPERATIONS WERE TERMINATED, CANCELLED, NOT RENEWED, REACQUIRED BY FRANCHISOR OR WHO CEASED DOING BUSINESS IN THE YEAR ENDING DECEMBER 31, 2023

State	Franchisee Name	Address	Phone
GA	TSL	7500 Cochran Drive, Macon, GA 31217	478-922-9191
OK	Paulk's Moving & Storage Inc. (Oklahoma)	712 L & A Road, Metairie, LA 70001	866-609-6464

LIST OF FRANCHISEES WHO TRANSFERRED AN OUTLET TO A NEW OWNER IN THE YEAR ENDING DECEMBER 31, 2023

State	Franchisee Name	Address	Phone
GA	Livingston Storage and Transfer	4301 Allied Drive, Columbus GA 31908	866-689-0533
ID	Compton Transfer, LLC	4203 Industrial Street, Boise ID 83642	208-362-6003
ID	Western Waste Services	70 West Frontage Rd., North Jerome, ID 83338	208-734-6460

LIST OF FRANCHISEES WHO SIGNED FRANCHISE AGREEMENTS, BUT THEIR OUTLET WAS NOT OPEN AS OF DECEMBER 31, 2023

State	Franchisee Name	Address	Phone
TX	Arbor Grove Properties II (Waco)	PO Box 6109, Twin Falls ID 83303	503-358-4296

US DEALERSHIP LIST AS OF DECEMBER 31, 2023

State	Dealership Name	Address	Phone
AZ	Mobile Crates, LLC	303 West Southern Avenue, Mesa AZ 85210	480-456-6464
FL	Hill's Van Service of Marion Co	416 NW 7th Street, Ocala FL 34475	800-868-7577
FL	Mike's Moving, Inc	3109 West Tennessee Street, Tallahassee, FL 32304	866-636-4647
GA	Peach State Portable Storage	3535 Roswell Road NE #12, Marietta GA 30062	770-977-7767
GA	Peach State Portable Storage	3535 Roswell Road NE #12, Marietta GA 30062	770-977-7767
KY	FusionSite Kentucky, LLC	2021 Dubourg Avenue, Louisville, KY 40216	800-755-1902
KY	FusionSite Kentucky, LLC	1200 Manchester Street, Lexington KY 40504	800-755-1902
MA	Cape Cod Container Corporation	45 Barlows Landing Rd., Pocasset MA 02559	800-374-0860
MA	CCMS, LLC	55 Mead Street, Seekonk MA 02771	866-804-6464
MA	Containers on Demand (TE Andresen)	36-38 Jefferson Avenue, Salem, MA 01970-2914	877-273-2468
MA	Mountain Capital Partners	45 Woodlawn Ave, Pittsfield, MA 01201	413-499-0815
MD	IBBYS LLC	28 Thomas Johnson Drive, Frederick, MD 21702	888-896-6464
MN	Larson Containers, Inc	8271 West 35W Service Drive, Minneapolis MN 55449	877-700-6464
MT	Mackenzie Disposal	1024 4th Ave N., Billings MT 59101	406-259-0400
ND	Mobile Crates, LLC	3403 East Rosser Avenue, Bismarck, ND 58501	701-255-6464
NH	McLaughlin Transportation Systems, Inc	20 Progress Avenue, Nashua, NH 0 3062-1995	866-325-6464
NY	Clark Mini Storage, LLC	3680 Buffalo Road, Rochester, NY 14626-1124	585-594-9050
PA	A.D. Moyer Lumber Inc	300 Armand Hammer Blvd, Pottstown PA 19464	610-327-1120
PA	A.D. Moyer Lumber Inc	300 Armand Hammer Blvd, Pottstown PA 19464	610-327-1120
PA	B To Z Storage Enterprises. LLC	1150 Greenwood Rd, York PA 17408	877-424-6646
PA	B To Z Storage Enterprises. LLC	1150 Greenwood Rd, York PA 17408	877-424-6646
PA	J.G. Naughton, Inc.	1705 Raspberry Street, Erie, PA 16502	814-459-9191
RI	CCMS, LLC	55 Mead Street, Seekonk MA 02771	866-804-6464
SC	Smith Dray Line & Storage Co, Inc	320 Frontage Road, Greenville, SC 29611	866-245-8328
TN	Tennessee Storage Solutions	184 Highway 305, Athens, TN 37303	423-507-8968
TN	Tennessee Storage Solutions	184 Highway 305, Athens, TN 37303	423-507-8968
TX	Tularosa Interests, Inc	604 Junction HWY, Suite E TX 78028	830-777-6464
VA	Kloke Group	300 Lansdowne Rd, Fredericksburg VA 22401	866-503-6464
VT	Mullen's Minis Inc	79 Broad St, Glens Falls, NY 12801	866-888-6221
WA	Amera Creative Services	1770 NE Fuson Road, Bremerton, WA 98311	360-479-8100
WY	Arrow Moving & Storage	1900 Wyott Drive, Cheyenne, WY 82007	866-459-6464

LIST OF DEALERSHIPS WHOSE OPERATIONS WERE TERMINATED, CANCELLED, OR NOT RENEWED OR WHO CEASED DOING BUSINESS IN THE YEAR ENDING DECEMBER 31, 2023

State	Dealership Name	Address	Phone
MO	A-Mrazek Moving Systems, Inc	545 Leffingwell, Kirkwood, MO 63122-0630	800-325-4174

LIST OF DEALERSHIPS WHO TRANSFERRED AN OUTLET TO A NEW OWNER IN THE YEAR ENDING DECEMBER 31, 2023

NONE

LIST OF DEALERSHIPS WHO SIGNED FRANCHISE AGREEMENTS, BUT THEIR OUTLET WAS NOT OPEN AS OF DECEMBER 31, 2022

NONE

IF YOU BUY THIS FRANCHISE, YOUR CONTACT INFORMATION MAY BE DISCLOSED TO OTHER BUYERS WHEN YOU LEAVE THE FRANCHISE SYSTEM.

EXHIBIT I

FINANCIAL STATEMENTS

GO MINI'S FRANCHISING, LLC
UNAUDITED INTERIM FINANCIAL STATEMENTS
FOR THE PERIOD JANUARY 1, 2024 THROUGH AUGUST 31, 2024

THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAD AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THE CONTENT OR FORM.

GO MINI'S FRANCHISING, LLC
UNAUDITED INTERIM FINANCIAL STATEMENTS
AS OF AUGUST 31, 2024

Go Minis Franchising LLC
Balance Sheet
As of August 31, 2024

	Aug 31, 24
ASSETS	
Current Assets	
Checking/Savings	
1000 · Bank of America Ckg 0992	44,093.42
1010 · B of A 3883	17,886.32
1020 · B of A Savings 3352	100,690.45
1055 · Merrill Lynch Account	1,104,652.00
Total Checking/Savings	1,267,322.19
Accounts Receivable	
1100 · Accounts Receivable	249,169.82
Total Accounts Receivable	249,169.82
Other Current Assets	
1300 · Prepaid Expenses	16,223.00
Total Other Current Assets	16,223.00
Total Current Assets	1,532,715.01
Fixed Assets	
1401 · GM Interstate Containers	100,000.00
1490 · Accumulated Depreciation	0.41
Total Fixed Assets	100,000.41
Other Assets	
1500 · Prepaid Deposits	789,222.04
1501 · Accured Canadian Licensing	-140,560.00
1502 · Accured 606 Franchise Sales	-240,051.00
1600 · Deferred Commissions-L-T	93,733.00
Total Other Assets	502,344.04
TOTAL ASSETS	**2,135,059.46**
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · Accounts Payable	684,846.60
Total Accounts Payable	684,846.60
Other Current Liabilities	
2200 · Customer Deposits	207,960.00
2300 · Accrued Expenses	18,403.38
2400 · Marketing Fund Liability	-0.47
Total Other Current Liabilities	226,362.91
Total Current Liabilities	911,209.51
Total Liabilities	911,209.51
Equity	
Capital Contributions	162,506.00
3000 · Retained Earnings	1,940,546.13
3105 · Bill & Sheila Norris Distributi	-56,581.91
3205 · Go Mini's Dealers Distributions	-405,868.21
3305 · Go Mini's LLC Dist.	-211,384.00
Net Income	-205,368.06
Total Equity	1,223,849.95
TOTAL LIABILITIES & EQUITY	**2,135,059.46**

Go Minis Franchising LLC
Profit & Loss
January through August 2024

	Jan - Aug 24
Ordinary Income/Expense	
Income	
4000 · Royalty Income	669,298.73
4001 · Royalty Canadian Income	6,006.00
4010 · Marketing Fund Income	226,738.85
4011 · Marketing Fund Admin Income	25,195.75
4015 · Trademark License Income	12,776.00
4021 · Inventory Sale-Container Sales	1,079,312.83
4022 · Inventory Sales - Parts Sales	2,409.43
4024 · Franchising Sales	10,000.00
4025 · Franchising 606 Deferred Revenu	21,432.00
4030 · National Income	8,702.59
4050 · Website Income	115,797.54
4055 · Merrill Lynch Income	38,430.35
4080 · Royalty Settlement Account Inc	25,000.00
Total Income	2,241,100.07
Cost of Goods Sold	
5020 · Inventory Purchases	550.00
5021 · Inventory Purchase Containers	928,746.79
5022 · Inventory Purchase Parts	2,086.77
5028 · Operation System Expense (sitel	87,886.60
5040 · Interstate Cost of Goods Sold	8,958.92
5050 · Website Cost of Goods Sold	111,440.00
Total COGS	1,139,669.08
Gross Profit	1,101,430.99
Expense	
6010 · Accounting	19,150.00
6020 · Marketing Expense	
602004 · Marketing Software	9,640.97
602005 · Marketing Trainig & Education	1,929.37
602006 · Marketing Innovative Projects	239,307.24
602008 · Marketing Payroll Expense	7,892.30
602009 · Marketing Payroll Tax Employers	1,053.00
Total 6020 · Marketing Expense	259,822.88
6021 · Franchising Development	
602101 · Franchise Development	35,486.00
602103 · Franchise Dev Proformance Bonus	0.00
Total 6021 · Franchising Development	35,486.00
6050 · Bank and Credit Card Charges	15,681.67
6060 · Computer and Internet Expenses	88,869.52
6080 · Contract Services	182,951.08
6120 · Insurance Expense	8,667.13
6130 · Legal Fees	
Fisher Zucker	4,228.00
Lewitt and Hackman	38,085.46
Total 6130 · Legal Fees	42,313.46
6140 · Licenses and Fees	2,029.50
6150 · Meals and Entertainment	8,741.55
6170 · Office Expense	332.85
6190 · Payroll Expenses Accrued	
619003 · Payroll Accrual Bonus	64,000.00
Total 6190 · Payroll Expenses Accrued	64,000.00
6191 · Payroll Expense Salaries	475,315.21
6195 · Payroll Tax Employer Expense	30,723.79

Go Minis Franchising LLC
Profit & Loss
January through August 2024

	Jan - Aug 24
6210 · Postage and Delivery	30.83
6250 · Rent Expense	5,490.06
6280 · Taxes	1,600.00
6290 · Telephone Expense	6,349.01
6300 · Trade Show Expense	18,122.05
6310 · Travel Expense	41,122.46
Total Expense	1,306,799.05
Net Ordinary Income	-205,368.06
Net Income	**-205,368.06**

AUDITED FINANCIAL STATEMENTS
FOR THE YEAR ENDED

DECEMBER 31, 2023, 2022 and 2021

GO MINI'S FRANCHISING, LLC
(A WHOLLY-OWNED SUBSIDIARY OF GO MINI'S LLC)

FINANCIAL STATEMENTS

AS OF AND FOR THE YEARS ENDED DECEMBER 31, 2023, 2022 AND 2021

TABLE OF CONTENTS

	Pages
Independent Auditor's Report	1 - 2
Financial Statements	
Balance Sheets	3
Statements of Operations	4
Statements of Changes in Member's Equity	5
Statements of Cash flows	6
Notes to Financial Statements	7 – 12

DNJ & ASSOCIATES
Certified Public Accountants
601 Las Tunas Drive, #108,
Arcadia, CA 91007
310-989-8507
www.dnjassociates.com

Independent Auditor's Report

To the Member and Management of
GO MINI'S FRANCHISING, LLC
(A Wholly-owned Subsidiary of Go Mini's LLC)
Westlake Village, California

Opinion

We have audited the accompanying financial statements of Go Mini's Franchising, LLC (the "Company"), a wholly-owned subsidiary of Go Mini's LLC (a Delaware limited liability company), which comprise the balance sheet as of December 31, 2023, and the related statements of operations, member's deficit, and cash flows for the year then ended, and the related notes to financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2023, and the results of its operations and cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis of Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Prior Period Financial Statements

The financial statements of Go Mini's Franchising, LLC as of and for the years ended December 31, 2022 and 2021 were audited by other auditors whose report dated August 23, 2023 expressed an unmodified opinion on those statements.

Responsibility of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Arcadia, California
August 14, 2024

GO MINI'S FRANCHISING, LLC
(A Wholly-owned Subsidiary of Go Mini's LLC)
Balance Sheets
December 31, 2023, 2022 and 2021

Assets

	2023	2022	2021
Current assets			
Cash	$ 1,583,533	$ 1,386,470	$ 956,414
Accounts receivable	591,031	331,627	1,652,912
Prepaid container deposits	1,221,078	196,530	1,480,297
Deferred commissions, current portion	16,223	16,223	16,223
Other current assets	90,000	-	4,906
Total current assets	3,501,865	1,930,850	4,110,752
Deferred commissions, net of current portion	77,510	93,733	109,956
Total assets	$ 3,579,375	$ 2,024,583	$ 4,220,708

Liabilities and Member's Equity

Current liabilities			
Deferred licensing fees, current portion	$ 57,500	$ 57,500	$ 57,500
Deferred franchising fees, current portion	32,150	23,900	10,900
Accounts payable and accrued expenses	1,086,030	380,586	1,365,811
Container deposits	696,600	221,530	1,625,280
Total current liabilities	1,872,280	683,516	3,059,491
Deferred licensing fees, net of current portion	57,496	115,000	172,500
Deferred franchise fees, net of current portion	245,333	158,983	88,883
Total liabilities	2,175,109	957,499	3,320,874
Commitments and Contingencies (Notes 3 and 4)			
Member's equity	1,404,266	1,067,084	899,834
Total liabilities and member's equity	$ 3,579,375	$ 2,024,583	$ 4,220,708

The accompanying notes are an integral part of these financial statements.

GO MINI'S FRANCHISING, LLC
(A Wholly-owned Subsidiary of Go Mini's LLC)
Statements of Operations
For the Years Ended December 31, 2023, 2022 and 2021

	2023	2022	2021
Revenues			
Container sales	$ 2,312,495	$ 3,816,021	$ 4,941,042
Royalty income	910,424	878,535	766,198
Marketing fund income	377,360	385,126	339,274
Website fees	171,313	163,636	158,841
Franchise fees	458,740	391,953	549,717
Other revenue	166,191	145,035	51,207
Total revenues	4,396,523	5,780,306	6,806,279
Cost of container sales	1,898,640	3,370,070	4,898,033
Gross profit	2,497,883	2,410,236	1,908,246
Operating expenses			
Sales and marketing	630,888	694,444	778,927
General and administrative	1,521,313	1,267,664	815,584
Total operating expenses	2,152,201	1,962,108	1,594,511
Income from operations	345,682	448,128	313,735
Other income			
Other income	-	-	7,000
Net income	$ 345,682	$ 448,128	$ 320,735

The accompanying notes are an integral part of these financial statements.

GO MINI'S FRANCHISING, LLC
(A Wholly-owned Subsidiary of Go Mini's LLC)
Statement of Changes in Member's Equity
For the Years Ended December 31, 2023, 2022 and 2021

Balance, December 31, 2020	$ 737,103
Member's distributions	(158,004)
Net income	320,735
Balance, December 31, 2021	899,834
Member's distributions	(280,878)
Net income	448,128
Balance, December 31, 2022	1,067,084
Member's distributions	(8,500)
Net income	345,682
Balance, December 31, 2023	$ 1,404,266

The accompanying notes are an integral part of these financial statements.

GO MINI'S FRANCHISING, LLC
(A Wholly-owned Subsidiary of Go Mini's LLC)
Statements of Cash Flows
For the Years Ended December 31, 2023, 2022 and 2021

	2023	2022	2021
Cash flows from operating activities			
Net income	$ 345,682	$ 448,128	$ 320,735
Adjustments to reconcile net income to net cash provided by operating activities			
Changes in operating assets and liabilities			
Accounts receivable	(259,404)	1,321,285	(1,379,504)
Prepaid container deposits	(1,024,548)	1,283,767	(1,358,212)
Deferred commissions	16,223	16,223	16,223
Other current assets	(90,000)	-	-
Accounts payable and accrued expenses	475,070	(985,225)	1,232,635
Deferred licensing fees	(57,504)	(57,500)	(57,500)
Deferred franchise fees	94,600	83,100	99,783
Container deposits	705,444	(1,403,750)	1,489,920
Other	-	4,906	(7,000)
Net cash provided by operating activities	205,563	710,934	357,080
Cash flows from financing activities			
Member's distributions	(8,500)	(280,878)	(158,004)
Net cash used in financing activities	(8,500)	(280,878)	(158,004)
Net increase in cash	197,063	430,056	199,076
Cash, beginning of period	1,386,470	956,414	757,338
Cash, end of period	$ 1,583,533	$ 1,386,470	$ 956,414

The accompanying notes are an integral part of these financial statements .

NOTE 1 - NATURE OF OPERATIONS

Go Mini's Franchising, LLC (the "Company"), a Delaware limited liability company, was formed on March 13, 2012. The Company is wholly-owned by Go Mini's, LLC and was formed to franchise rights to operate a business that provides storage and moving services, which features the use of portable modular storage containers and specialized equipment for lifting and transporting containers, using the trademark Go Mini's. In addition, the Company sells containers to franchisees.

Store Franchise Agreements

Prior to the Company's formation, dealers entered into licensing agreements with Go Mini's, LLC to use the Go Mini's trademark. Effective October 1, 2012, 45 dealers (out of 128) converted to franchisees of the Company. Since that time additional dealers have similarly converted. In the future, all new franchise agreements will be through the Company.

Franchise agreements have an initial term of ten years with one ten-year renewal period. The franchisees are required to purchase equipment and products from approved suppliers. The franchisees pay fees to the Company in exchange for selected employee training, manuals and approval of store location. They also pay a royalty based on their gross sales.

Franchise agreement and operating activity are as follows:

	2023	2022	2021
Beginning Franchise Agreements – Domestic and International	99	96	84
New Agreements - Domestic and International	7	3	12
Terminated	0	0	0
Ending Franchise Agreements - Domestic and International	106	99	96

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting and Financial Statement Presentation

The financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("US GAAP").

Use of Estimates

The preparation of financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect the amounts reported in the financial statements as well as related disclosures. On an ongoing basis, the Company evaluates its estimates and assumptions based on historical experience and various other factors that are believed to be reasonable under the circumstances. Actual results could differ from these estimates.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Revenue Recognition

Accounting Standards Update ("ASU") 2014-09 requires entities to assess the products or services promised in contracts with customers at contract inception to determine the appropriate amount at which to record revenue which is referred to as a performance obligation. Revenue is recognized when control of the promised products or services is transferred to customers at an amount that reflects the consideration to which the entity expects to be entitled in exchange for the products or services.

Revenue from contracts with customers is recognized using the following five steps:

- Identify the contract(s) with a customer;
- Identity the performance obligations in the contract;
- Determine the transaction price;
- Allocate the transaction price to the performance obligations in the contract; and
- Recognize revenue when (or as) the Company satisfies a performance obligation.

In accordance with ASU 2014-09, franchise fees are recognized as deferred revenue at the time a franchise agreement is executed or when a location commences operations. The deferred revenue is then recognized as revenue pro-rata over the term of the agreement. For area development agreements, the development fees are recognized as deferred revenue at the time an area development agreement is executed. The deferred revenue is recognized pro-rata over the term of the agreement or when the required number of franchises in the area development agreement are satisfied, whichever occurs earlier.

Deferred commissions for sales of franchises are recorded at the time of sale and recognized as commission expense over the term of the franchise agreement.

Franchise and licensing fees - Franchise fees for sales, renewals and resales are recognized ratably over the term of the franchise agreement, which is 10 years, starting upon signing of the sale, resale or renewal agreement. As allowed under Accounting Standards Codification ("ASC") 606 initial franchise fees are recognized upon opening, as costs incurred to open a new franchise equal or exceed the franchise fee.

Royalty income - Pursuant to various franchise agreements, franchisees are required to pay the Company royalties based on a percentage of gross sales, as defined in the individual agreements. These amounts are included in accounts receivable until paid by the franchisee.

Container sales - Franchisees are required to make minimum annual purchases of containers from the Company based on the population of their territories. Dealers who converted to franchisees are not subject to minimum annual purchases of containers. The revenue for container sales is recognized upon delivery of the container.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Revenue Recognition (Continued)

Marketing fund income - In accordance with franchise agreements, franchisees contribute an amount to a marketing fund based upon a percentage of sales as reported by the franchisees. Amounts contributed are reported as cash, if collected, or as part of accounts receivable if not yet paid. When qualifying expenditures are made, the Company recognizes the marketing expense, and an equal amount of revenue is recognized.

Technology fees - In accordance with franchise agreements, franchisees are required to participate in the national website. Franchisees must pay a minimum of $200 per month per location regardless of the number of franchises or territories owned.

Cash and Cash Equivalents

The Company considers financial instruments with original maturities of 90 days or less to be cash equivalents. There were no cash equivalents at December 31, 2023, 2022, or 2021.

Concentrations

Occasionally the Company's bank balances exceed FDIC insured limits. The Company has not experienced and does not anticipate any losses related to these balances.

The Company controls credit risk by performing periodic evaluations of the credit worthiness of its customers, including credit approvals, credit limits, insurance and other monitoring procedures.

Two vendors accounted for 52% and 32%, respectively, of container purchases and 72% and 19%, respectively, of accounts payable as of December 31, 2023. Two vendors accounted for 63% and 36%, respectively, of container purchases and 32% and 28%, respectively, of accounts payable as of and for the year ended December 31, 2022. Two vendors accounted for 80% and 18%, respectively, of container purchases and 4% and 96%, respectively, of accounts payable as of and for the year ended December 31, 2021.

One customer accounted for a total of 10% of container sales, and two customers accounted for 45% and 27%, respectively, of accounts receivable as of and for the year ended December 31, 2023. Two customers accounted for a total of 34% of container sales as of and for the year ended December 31, 2022. One customer accounted for 26% of container sales and three customers accounted for 30%, 26% and 12%, respectively, of accounts receivable, as of and for the year ended December 31, 2021.

Accounts Receivable and Allowance for Credit Losses

Accounts receivable for royalty and marketing fees from franchisees are due on or before Wednesday of each week for the sales during the preceding week.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Accounts Receivable and Allowance for Credit Losses (Continued)

In June 2016, the Financial Accounting Standards Board ("FASB") issued guidance ASC 326 which changed how entities measure credit losses for most financial assets and certain other instruments that are not measured at fair value through net income. The most significant change in this standard is a shift from the incurred loss model to the expected loss model. Under the standard, disclosures are required to provide users of the financial statements with useful information in analyzing an entity's exposure to credit risk and the measurement of credit losses. Financial assets held by the Company that are subject to the guidance in FASB ASC 326 are trade accounts receivable. The Company adopted the standard effective June 1, 2023. The impact of the adoption was not considered material to the financial statements and primarily resulted in enhanced disclosures only.

The Company's allowance for expected credit losses, is Management's best estimate of the amount of probable credit losses in its existing accounts receivable. The Company reviews its allowance for expected credit losses periodically. Management determines an allowance based on historical experience and then analyzes individual past due balances for collectability based on current conditions and reasonable and supportable forecasts.

In addition, if Management believes it is probable a receivable will not be recovered, it is charged off against the allowance. For the years ended December 31, 2023, 2022 and 2021, management believes all amounts will be collected, thus no allowance for credit losses for accounts receivable is considered necessary.

As of January 1, 2023, accounts receivable was $331,627.

Property and Equipment

Property and equipment are stated at cost. Depreciation is computed using the straight-line method over the estimated useful lives of the assets, which range from five to seven years.

The Company capitalizes costs associated with upgrades and enhancements to its website, which result in additional functionality. Capitalized costs are amortized over their estimated useful life of three years.

Normal repairs and maintenance are expensed as incurred, whereas significant charges which materially increase values or extend useful lives are capitalized and depreciated or amortized over the estimated useful lives of the related assets.

Impairment of Long-Lived Assets

Management reviews each asset or asset group for impairment whenever events or circumstances indicate that the carrying value of an asset or asset group may not be recoverable, but at least annually. No impairment provisions were recorded by the Company during the years ended December 31, 2023, 2022 or 2021.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Income Taxes

The Company is a limited liability company that is taxed as a partnership under the Internal Revenue Code ("IRC"). Under those provisions, the Company does not pay federal or state income taxes on its taxable income. Instead, the member reports the Company's taxable income. Accordingly, no provision has been made in the accompanying financial statements for federal or state income taxes.

The Company's federal income tax returns for tax years 2020 and subsequent remain open for examination by the Internal Revenue Service. The returns for California, its most significant state jurisdiction, remain subject to examination by state taxing authorities for the tax years 2019 and beyond.

NOTE 3 - COMMITMENT AND CONTINGENCIES

Lease

The Company conducts its operations in leased premises under month-to-month lease which is accounted for as operating lease. The Company currently pays approximately $420 in monthly payment.

Total rent expense under operating leases for 2023, 2022 and 2021 was $5,222, $5,107 and $5,719, respectively.

Legal

From time to time, the Company is party to legal actions arising out of the ordinary course of business. The Company does not believe that these legal actions will have a material adverse effect on the Company's financial position, results of operations or cash flows.

NOTE 4 - RELATED PARTY TRANSACTIONS

Trademark License Agreement

Pursuant to a trademark license agreement with Go Mini's, LLC, the Company has been granted worldwide, non-exclusive, and non-assignable right and license to use the Go Mini's trademark in the Company's corporate name and in connection with the manufacture, sale, marketing and distribution of all services and products offered by the Company. In consideration of these rights, the Company pays an annual license fee of $1,000 to Go Mini's, LLC. The term of the agreement is for a one-year period and renews automatically for successive annual periods until either party provides written notice to terminate the agreement within 60 days before the expiration of the then-current term.

NOTE 5 - SUBSEQUENT EVENTS

The Company has evaluated events through August 14, 2024, to assess the need for additional recognition or disclosure in these financial statements. Based upon this evaluation, it was determined that no events occurred that require recognition or additional disclosure in these financial statements.

EXHIBIT J

AGENTS FOR SERVICE OF PROCESS/STATE ADMINISTRATORS

LIST OF STATE ADMINISTRATORS AND STATE AGENTS FOR SERVICE OF PROCESS

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
CALIFORNIA	Department of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, California 90013 (213) 576-7505 (866) 275-2677	Commissioner of Financial Protection and Innovation of the State of California320 West 4th Street, Suite 750 Los Angeles, California 90013 (213) 576-7505 (866) 275-2677
HAWAII	Business Registration Division Department of Commerce and Consumer Affairs 335 Merchant Street Room 203 Honolulu, Hawaii 96813 (808) 586-2722	Commissioner of Securities, Department of Commerce & Consumer Affairs 335 Merchant Street Room 203 Honolulu, Hawaii 96813 (808) 586-2722
ILLINOIS	Franchise Bureau Office of the Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465	Franchise Bureau Office of the Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465
INDIANA	Indiana Secretary of State Securities Division 302 West Washington Street, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681	Indiana Secretary of State 201 State House 200 West Washington Street Indianapolis, Indiana 46204 (317) 232-6531
MARYLAND	Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2021 (410) 576-6360	Maryland Securities Commissioner Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2021 (410) 576-6360
MICHIGAN	Michigan Department of Attorney General Consumer Protection Division Attn: Franchise Section 525 West Ottawa G. Mennen Williams Building, 1st Floor Lansing, Michigan 48933 (517) 335-7567	Michigan Department of Commerce Corporations and Securities Bureau P.O. Box 30054 6546 Mercantile Way Lansing, Michigan 48909 (517) 241-6345
MINNESOTA	Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101-2198 (651) 539-1600	Minnesota Commissioner of Commerce Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101-2198 (651) 539-1600
NEW YORK	NYS Department of Law Investor Protection Bureau Franchise Section 28 Liberty Street, 21st Floor New York, New York 10005 (212) 416-8236 (Phone) (212) 416-6042 (Fax)	New York Department of State One Commerce Plaza 99 Washington Avenue, 6th Floor Albany, New York 12231-0001 (518) 473-2492

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
NORTH DAKOTA	North Dakota Securities Department 600 East Boulevard Avenue State Capitol Fifth Floor, Department 414 Bismarck, North Dakota 58505-0510 (701) 328-4712	North Dakota Securities Commissioner 600 East Boulevard Avenue State Capitol Fifth Floor, Department 414 Bismarck, North Dakota 58505-0510 (701) 328-4712
OREGON	Department of Insurance and Finance Corporate Securities Section Labor and Industries Building Salem, Oregon 97310 (503) 378-4387	Department of Insurance and Finance Corporate Securities Section Labor and Industries Building Salem, Oregon 97310 (503) 378-4387
RHODE ISLAND	Securities Division State of Rhode Island Department of Business Regulation, Bldg. 69, First Floor John O. Pastore Center 1511 Pontiac Avenue, Cranston, Rhode Island 02920 (401) 462-9582	Director, Securities Division Department of Business Regulation Bldg. 69, First Floor John O. Pastore Center 1511 Pontiac Avenue, Cranston, Rhode Island 02920 (401) 462-9582
SOUTH DAKOTA	Department of Labor and Regulation Division of Insurance Securities Regulation 124 South Euclid, Suite 104 Pierre, South Dakota 57501 (605) 773-3563	Director, Department of Labor and Regulation Division of Insurance Securities Regulation 124 South Euclid, Suite 104 Pierre, South Dakota 57501 (605) 773-3563
VIRGINIA	State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, First Floor Richmond, Virginia 23219 (804) 371-9051	Clerk of the State Corporation Commission 1300 East Main Street. First Floor Richmond, Virginia 23219 (804) 371-9733
WASHINGTON	Department of Financial Institutions Securities Division P.O. Box 41200 Olympia, Washington 98504-1200 (360) 902-8760	Department of Financial Institutions Securities Division 150 Israel Road S.W. Tumwater, Washington 98501-6456 (360) 902-8760
WISCONSIN	Franchise Registration Division of Securities Wisconsin Department of Financial Institutions 201 West Washington Avenue, Suite 300 Madison, Wisconsin 53703 (608) 266-1064	Securities and Franchise Registration Wisconsin Securities Commission 201 West Washington Avenue, Suite 300 Madison, Wisconsin 53703 (608) 266-1064

EXHIBIT K

STATE ADDENDUM

STATE SPECIFIC DISCLOSURE REQUIREMENTS

The laws of several states require that we provide this Franchise Disclosure Document to you at the following earlier dates:

1. New York requires that we give you a copy of this Franchise Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

2. Michigan requires that we give you this Franchise Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

For franchises we sell for locations in CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, NEW YORK, VIRGINIA, WASHINGTON and WISCONSIN, applicable state law requires us to disclose additional information. Please refer to the separate state addendum pages in this Exhibit for the additional disclosures that may apply to you.

STATE ADDENDUM TO GO MINI'S FRANCHISING, LLC
DISCLOSURE DOCUMENT - REQUIRED BY THE STATE OF CALIFORNIA

CALIFORNIA APPENDIX

1. California Business and Professions Code Sections 20000 through 20043 provide rights to you concerning termination, transfer or non-renewal of a franchise. If the Franchise Agreement contains provisions that are inconsistent with the law, the law will control.

2. The Franchise Agreement provides for termination on bankruptcy. This provision may not be enforceable under Federal Bankruptcy Law (11 U.S.C.A. Sec. 101 et seq.).

3. The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. A contract that restrains a former franchisee from engaging in a lawful trade or business is to that extent void under California Business and Professions Code Section 16600.

4. Section 31125 of the California Corporation Code requires the franchisor to provide you with a disclosure document before asking you to agree to a material modification of an existing franchise.

5. Neither the franchisor, any person or franchise broker in Item 2 of the Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 79a et seq., suspending or expelling such persons from membership in such association or exchange.

6. You must sign a general release if you renew or transfer your franchise. California Corporation Code 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code 31000 through 31516). Business and Professions Code 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code 20000 through 20043).

7. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT 14 DAYS PRIOR TO EXECUTION OF ANY AGREEMENT.

8. OUR WEBSITE, WWW.GOMINIS.COM HAS NOT BEEN REVIEWED OR APPROVED BY THE DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT WWW. DFPI.CA.GOV.

9. Item 6 of the FDD is amended in California to disclose that the highest interest rate allowed by law in California is 10%.

10. The franchise agreement requires litigation. The litigation will occur in Lee County, Florida, with the costs being borne by the losing party.

11. Spousal liability: Your spouse will be liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.

12. **Registration of this franchise does not constitute approval, recommendation, or endorsement by the Commissioner.**

13. You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

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

15. The franchise agreement requires application of the laws of Florida. This provision may not be enforceable under California law. You may want to consult an attorney to understand the impact of our-of-state governing law on the franchise agreement.

16. Under California law, an agreement between a seller and a buyer regarding the price at which the buyer can resell a product (known as vertical price-fixing or resale price maintenance) is illegal. Therefore, requirements on franchisees to sell goods or services at specific prices set by the franchisor may be unenforceable.

ADDENDUM TO GO MINI'S FRANCHISING, LLC
FRANCHISE AGREEMENT – REQUIRED BY THE STATE OF CALIFORNIA

THIS ADDENDUM TO FRANCHISE AGREEMENT (THIS "**ADDENDUM**") DATED _____, IS INTENDED TO BE A PART OF, AND BY THIS REFERENCE IS INCORPORATED INTO THAT CERTAIN FRANCHISE AGREEMENT (THE "**FRANCHISE AGREEMENT**") DATED _____, BY AND BETWEEN **GO-MINI'S FRANCHISING, LLC**, A DELAWARE LIMITED LIABILITY CORPORATION, AS FRANCHISOR ("**FRANCHISOR**"), AND _____, AS FRANCHISEE ("**FRANCHISEE**"). WHERE AND TO THE EXTENT THAT ANY OF THE PROVISIONS OF THIS ADDENDUM ARE CONTRARY TO, IN CONFLICT WITH OR INCONSISTENT WITH ANY PROVISION CONTAINED IN THE FRANCHISE AGREEMENT, THE PROVISIONS CONTAINED IN THIS ADDENDUM SHALL CONTROL. DEFINED TERMS CONTAINED IN THE FRANCHISE AGREEMENT SHALL HAVE THE IDENTICAL MEANINGS IN THIS ADDENDUM.

FOR THE PURPOSES OF CAL. BUS. & PROF. CODE SECTION 20022, FRANCHISOR AND FRANCHISEE AGREE THAT:

1. THE PARTIES WILL USE THE DECLINING-BALANCE DEPRECIATION METHOD TO CALCULATE THE VALUE OF FRANCHISEE'S ASSETS (INVENTORY, SUPPLIES, EQUIPMENT, FIXTURES, AND FURNISHINGS) FOR THE PURPOSES OF A PURCHASE BY FRANCHISOR UNDER SECTION 20022. THE PURCHASE PRICE BY FRANCHISOR FOR THESE ASSETS WILL NOT INCLUDE THE COST OF REMOVAL AND TRANSPORTATION OF THOSE ASSETS, WHICH WILL BE FRANCHISEE'S RESPONSIBILITY.

2. FOR PURPOSES OF SECTION 20022, FRANCHISEE IS NOT ABLE TO PROVIDE TO FRANCHISOR "CLEAR TITLE AND POSSESSION" TO FRANCHISEE'S ASSETS IF THOSE ASSETS ARE SUBJECT TO LIENS OR ENCUMBRANCES INCLUDING: (I) PURCHASE MONEY SECURITY INTERESTS; (II) BLANKET SECURITY INTERESTS; (III) RIGHTS OF FIRST REFUSAL; (IV) LIENS BY FRANCHISEE'S LANDLORD; OR (V) TAX LIENS.

3. FOR THE PURPOSES OF SECTION 20022(H), FRANCHISOR'S RIGHT OF OFFSET WILL INCLUDE THE FOLLOWING AMOUNTS OWED BY FRANCHISEE TO FRANCHISOR OR FRANCHISOR'S AFFILIATES: (I) ROYALTY FEES; (II) MARKETING FUND FEES; (III) LIQUIDATED DAMAGES; (IV) TRANSFER FEES; AND (V) ANY OTHER TYPE OF FEE OR AMOUNTS OWED BY FRANCHISEE TO FRANCHISOR OR FRANCHISOR'S AFFILIATES.

FOR THE PURPOSES OF CAL. BUS. & PROF. CODE SECTION 20035, FRANCHISOR AND FRANCHISEE AGREE THAT:

1. **"FAIR MARKET VALUE OF THE FRANCHISE ASSETS"** MEANS THE VALUE OF FRANCHISEE'S ASSETS, VALUED ACCORDING TO THE DECLINING-BALANCE METHOD OF DEPRECIATION. THE PURCHASE PRICE BY FRANCHISOR FOR THE ASSETS WILL NOT INCLUDE THE COST OF REMOVAL AND TRANSPORTATION OF THOSE ASSETS, WHICH WILL BE FRANCHISEE'S RESPONSIBILITY.

2. **"FAIR MARKET VALUE OF THE FRANCHISED BUSINESS" MEANS THE "FAIR MARKET VALUE OF THE FRANCHISE ASSETS**" AS DEFINED ABOVE, PLUS GOODWILL. THE PARTIES AGREE THAT THE VALUE OF GOODWILL IS THE AMOUNT OF ROYALTY FEES PAID BY FRANCHISEE TO FRANCHISOR WITHIN THE TWELVE (12) MONTH PERIOD IMMEDIATELY BEFORE FRANCHISOR'S TERMINATION OR FAILURE TO RENEW IF FRANCHISOR IS IN VIOLATION OF THE CALIFORNIA FRANCHISE RELATIONS ACT.

3. FOR FRANCHISEES OPERATING OUTLETS LOCATED IN CALIFORNIA, THE CALIFORNIA FRANCHISE INVESTMENT LAW AND THE CALIFORNIA FRANCHISE RELATIONS ACT WILL APPLY REGARDLESS OF THE CHOICE OF LAW OR DISPUTE RESOLUTION VENUE STATED ELSEWHERE. ANY LANGUAGE IN THE FRANCHISE AGREEMENT OR ANY AMENDMENT THERETO OR ANY AGREEMENT TO THE CONTRARY IS SUPERSEDED BY THIS CONDITION."

4. THE FRANCHISE AGREEMENT CONTAINS A COVENANT NOT TO COMPETE WHICH EXTENDS BEYOND THE TERMINATION OF THE FRANCHISE. A CONTRACT THAT RESTRAINS A FORMER FRANCHISEE FROM ENGAGING IN A LAWFUL TRADE OR BUSINESS IS TO THAT EXTENT VOID UNDER CALIFORNIA BUSINESS AND PROFESSIONS CODE SECTION 16600.

5. NO STATEMENT, QUESTIONNAIRE, OR ACKNOWLEDGEMENT SIGNED OR AGREED TO BY A FRANCHISEE IN CONNECTION WITH THE COMMENCEMENT OF THE FRANCHISE RELATIONSHIP SHALL HAVE THE EFFECT OF (I) WAIVING ANY CLAIMS UNDER ANY APPLICABLE STATE FRANCHISE LAW, INCLUDING FRAUD IN THE INDUCEMENT, OR (II) DISCLAIMING RELIANCE ON ANY STATEMENT MADE BY ANY FRANCHISOR, FRANCHISE SELLER, OR OTHER PERSON ACTING ON BEHALF OF FRANCHISOR. THIS PROVISION SUPERSEDES ANY OTHER TERM OF ANY DOCUMENT EXECUTED IN CONNECTION WITH THE FRANCHISE.

FRANCHISEE:	FRANCHISOR:
_____	GO MINI'S FRANCHISING, LLC
Signature: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____

EFFECTIVE DATES

State Effective Dates

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

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	Pending

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

EXHIBIT L

RECEIPTS

RECEIPT
(KEEP THIS COPY FOR YOUR RECORDS)

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 Go Mini's Franchising, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

New York requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration that relates to the franchise relationship, whichever occurs first.

If Go Mini's Franchising, LLC 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, DC 20580 and the appropriate state agency listed on Exhibit J.

The name, principal business address and phone number of each franchise seller offering the franchise is:

Franchisor:	**Franchise Seller:**	**Additional Sellers (if applicable):**
Go Mini's Franchising, LLC 9160 Forum Corporate Parkway, Suite 350 Ft. Myers, Florida 33905 Telephone: 877-607-6464 franchise@gominis.com	Name of Individual(s) selling on behalf of Franchisor: Christopher Walls Go Mini's Franchising, LLC 9160 Forum Corporate Parkway, Suite 350 Ft. Myers, Florida 33905 Telephone: 877-607-6464	_____ _____ _____ _____ _____

Issuance date: November 21, 2024.

Go Mini's Franchising, LLC's agent authorized to receive service of process is: Christopher Walls, 9160 Forum Corporate Parkway, Suite 350, Ft. Myers, Florida 33905

I received a disclosure document dated November 21, 2024, that included the following Exhibits:

A – Franchise Agreement
B – Franchise Agreement Addendum for Converting Dealers
C – Franchise Agreement Addendum for Converting Go Mini's Dealers
D – Confidentiality and Noncompetition Agreement
E – Personal Guaranty
F – General Release
G – Table of Contents to Operation Manual
H – List of Franchisees and Dealers as of December 31, 2023 and List of Franchisees and Dealers who have left the system as of December 31, 2023
I – Financial Statements
J – Agents for Service of Process/State Administrators Financial Statements
K – State Addenda
L – Receipts

Date:_____

_____
Signature of Prospective Franchisee

_____
Print Name

Please return one copy of the signed receipt by mailing it to Go Mini's Franchising, LLC at 9160 Forum Corporate Parkway, Suite 350, Ft. Myers, Florida 33905, or by faxing it to us at (866) 813-6467 or emailing it as an attachment to us at: franchise@gominis.com.

RECEIPT
(RETURN THIS COPY TO US)

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

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Franchisor:	**Franchise Seller:**	**Additional Sellers (if applicable):**
Go Mini's Franchising, LLC 9160 Forum Corporate Parkway, Suite 350Ft. Myers, Florida 33905 Telephone: 877-607-6464 franchise@gominis.com	Name of Individual(s) selling on behalf of Franchisor: Christopher Walls Go Mini's Franchising, LLC 9160 Forum Corporate Parkway, Suite 350 Ft. Myers, Florida 33905 Telephone: 877-607-6464	_____ _____ _____ _____ _____

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L - Receipts

Date:_____

_____
Signature of Prospective Franchisee

_____
Print Name

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