FRANCHISE DISCLOSURE DOCUMENT

MI-BOX L.L.C.
An Illinois limited liability company
511 Oak Leaf Court, Suite B
Joliet, Illinois 60436
Phone: (815) 729-2403
Email: info@getMIBOX.com
Website: www.getMIBOX.com

We offer qualified individuals the right to operate a business (each, a "Business") that offers and sells distinctive storage and moving services, featuring the use of proprietary lift systems, portable storage boxes, as well as related products and services, all utilizing (a) our then-current proprietary marks that, as of the Issue Date, include our primary mark MI-BOX (the "Proprietary Marks"), and (b) a system that we and our principals have developed in connection with the development and operation of a Business within a defined geographical region (the "System").

The total investment necessary to begin operation of a System Business ranges from $228,140 to $275,644, which includes (a) a franchise fee in the amount of $30,000, and (b) an additional $193,546 to $245,644 that must be paid to us and/or our affiliate 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, us or an affiliate of ours in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient to you. To discuss the availability of disclosures in different formats, contact Attn: Franchise Administration, c/o MI-BOX L.L.C, 511 Oak Leaf Court, Suite B, Joliet, IL 60436 or call franchise sales at (815) 729-2403.

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, D.C. 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.

The Issuance Date of this disclosure document is April 17, 2026.

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 D 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 MI-BOX franchised 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 franchise 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 MI-BOX 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 that 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 A.

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 requires that the following risk(s) be highlighted:

1. **Out-of-State Dispute Resolution**. The franchise agreement requires you to resolve disputes with us by mediation (at our option) or litigation only in Illinois. Out of state mediation/litigation may force you to accept a less favorable settlement for disputes. It may also cost you more to mediate and/or litigate with us in Illinois than in your own state.

2. **Spousal Liability**. Your spouse must sign a document that makes your spouse 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.

3. **Short Operating History**. The franchisor is at an early stage of development and has a limited operating history. The franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.

4. **Sales Performance Required**. You must maintain minimum container inventory levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise, and loss of your investment.

5. **Estimated Initial Investment**. The franchisee will be required to make an estimated initial investment ranging from $228,140 to $786,744. This amount exceeds the franchisor's stockholder's equity as of December 31, 2025.

6. **Mandatory Minimum Payments**. You must make minimum royalty or 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.

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

The Franchisor is referred to in this Disclosure Document as "we," "us" or "our." "You" or "your" means the person who buys the franchise and includes your owners and principals if you are a corporation, limited liability company, or other business entity.

The Franchisor

We are a limited liability company organized under the laws of the State of Illinois in July 2019. Our principal business address is 511 Oak Leaf Court, Suite B, Joliet, IL 60436. We conduct business under our corporate name, as well as our current primary mark MI-BOX. Our agents for service of process are listed in Exhibit A to this Disclosure Document.

We award qualified individuals a franchise for the right to independently own and operate a Business (each, a "Franchised Business") that has the right, and undertakes the obligation to, actively promote, offer and provide the Approved Services utilizing (a) the portable storage containers that we designate or otherwise approve for use in the System (each, a "System Container" or "Container") that are acquired from our then-current designated supplier (or "Approved Supplier"), (b) a truck that meets our then-current System standards and specifications (the "Approved Vehicle"), and (c) a proprietary piece of equipment that must be (i) properly installed on the Approved Vehicle and utilized in connection with the pickup, drop off and/or transportation of all Container when providing the Approved Services to clientele, and (ii) acquired from our then-current Approved Supplier.

We commenced offering franchises for the right to operate a Franchised Business utilizing all System components in 2022. As of the Issue Date, we have not: (i) directly owned or operated any business that is operated in a substantially equivalent manner to a Franchised Business; or (ii) offered or sold licenses or franchises in any other line of business.

We or our affiliate below may serve as the designated Approved Supplier from which you must acquire (i) the Lift System, (ii) the Containers, and (iii) certain other pre-opening and ongoing services or items you are required to purchase in connection with the development or operation of your Franchised Business, as disclosed more fully in Item 8 of this Disclosure Document.

Except as provided above in connection with our franchise system and franchisee network, we are not involved in any other material business activities.

The Franchised Business Offered Under this Disclosure Document

Each Franchised Business will be authorized and required to promote, offer and sell each of the Approved Services, as well as the Proprietary Marks and Business generally, within a defined geographical area(s) that we designate around the premises (collectively, your "Designated Territory") that (a) we approve, and (b) you propose and secure, for the operations of your Franchised Business (collectively, your "Premises"). As disclosed more fully in Items 5 and 12 of this Disclosure Document, your Designated Territory may: (i) be comprised of one (1) or more geographical regions that we typically require be contiguous; and (ii) may vary in size, population and/or other demographics from other Business owners utilizing the System.

As of the Issue Date, the Approved Services that a Franchised Business is authorized to provide utilizing the Approved Vehicle (with Lift System) and Containers include: (i) renting and/or leasing System Containers to new or existing customers (each, a "Client" and collectively, the "Clientele") for moving, storage or other purposes at such Clients' locations (whether residential, business or a permitted commercial site) within your Designated Territory (each, a "Client Location"); (ii) the drop-off, pick-up and transportation of these System Containers to and from such Client Locations; (iii) the storage of Containers at the Premises, either at the request of a Client or as part of overall Container inventory management; and/or (iv) the provision of any ancillary services that we approve in connection with the prior activities, including the possible moving of any items controlled by Client into and from the Containers, provided all appropriate licensing associated with such moving services are acquired and properly maintained.

For purposes of this Disclosure Document, the Approved Services will involve the use of certain products or other items that will interface with the Clients of your Franchised Business directly and are authorized for offer and sale, including without limitation: (i) the System Containers; (ii) products that a Client may use in connection with moving items to/from the Containers; and (iii) any branded merchandise (including apparel) we determine to authorize for offer, sale or promotional purposes to prospective and existing Client(s) (collectively, the "Approved Products") within the Designated Territory.

As of the Issue Date, you will be authorized and required to promote, offer and sell the Approved Services and any corresponding Approved Products to residential, commercial and business customers who are in need of long-term or short-term storage, uses at special events and or in the process of moving and or remodeling.

Each Franchised Business must be operated in accordance with the System standards, specifications and directives that range from, by way of example: (a) methods to use and provide the Approved Products and Services; (b) customized and proprietary storage containers and lift systems; (c) customized and proprietary software; and (d) customized and proprietary website; and (e) general procedures for operating and managing a Franchised Business, that we have integrated into the overall System being licensed as part of this initial franchise offering.

You must operate your Franchised Business from a Premises that we approve and you are responsible for securing, which we estimate will typically: (i) be between 10,000 to 50,000 square feet of indoor or outdoor commercial real estate for the Approved Location; and (ii) includes an office space and adequate storage space to maintain (a) your Lift System and Approved Vehicle, and (b) your current inventory of Containers (whether they are storing Client items or otherwise waiting to be utilized in connection with a Client order).

The System is identified by our then-current Proprietary Marks, including our current primary mark as of the Issue Date, namely MI-BOX. In addition to this mark, the System is or may be identified and associated with various other trade names, service marks, trademarks, logos, emblems, distinctive trade dress, and indicia of origin, including those we determine to develop, license or otherwise utilize in the future designate in writing for use in connection with the System (collectively, again, the "Proprietary Marks"). We have the right to continue to develop, use, and control the use of the Proprietary Marks in order to identify for the public the source of services marketed under the Proprietary Marks and System, and to represent the System's high standards of quality, appearance and service.

You must enter into our form of franchise agreement (each, a "Franchise Agreement"), which is attached to this Disclosure Document as Exhibit B to govern each Franchised Business you are awarded the right to independently own and operate utilizing the Proprietary Marks and System.

If you do not have an existing Premises or other Premises that we have approved prior to the signing of your Franchise Agreement, the parties will (a) agree on a site selection area wherein you will be required to locate your Premises, and (b) set forth that geographical region (the "Site Selection Area") in the data sheet attached to the Franchise Agreement (the "Data Sheet"), to be confirmed by both parties when signing your Franchise Agreement.

Parents, Predecessors and Affiliates

We do not have any predecessor from which we acquired all or substantially all of the assets of the franchise system being offered under this Disclosure Document.

Our parent is MI-BOX Holding Group LLC, which is an Illinois limited liability company formed in July 2019 with a business address at 511 Oak Leaf Court, Suite B, Joliet, IL 60436.

Our affiliate, MI-BOX I.P., LLC, is an Illinois limited liability company formed in July 2019 with a business address at 511 Oak Leaf Court, Suite B, Joliet, IL 60436. MI-BOX I.P. LLC is the owner of our Marks, confidential information, copyrights, and related intellectual property associated with the System. MI-BOX I.P., LLC does not own or operate a business of the type being franchised and has never offered franchises in this or any other line of business.

Our affiliate, MI-BOX Holding Company, is an Illinois corporation formed in May 2005 with a business address at 511 Oak Leaf Court, Suite B, Joliet, Illinois 60436 ("MHC").

Before we began offering franchise opportunities, MHC entered into agreements with a number of third parties under which these third parties acquired the right to serve as a "dealer" and/or distributor (each a "Dealer") of containers that are substantially similar to the System Containers that a Franchised Business will be using to provide the Approved Services within a defined dealer territory (each, a "Dealer Territory"). As of the Issue Date, there are 28 Dealers in operation. Please note that: (i) as of the Issue Date, MHC is no longer offering or awarding any new dealer or other rights to third parties; and (ii) any Designated Territory we determine to award in connection with a Franchised Business under this offering will not overlap or contain any part of any Dealer Territory.

As of the Issue Date, MHC currently serves as our designated and approved supplier of (a) System Containers, and (b) the proprietary Lift System that must be used by each Franchised Business and outfitted on each System franchisee's Approved Vehicle.

We also have an affiliate that owns and operates a business that is substantially similar to the Franchised Business being offered in this Disclosure Document.

Market and Competition

Your Franchised Business will offer our Approved Services and Approved Products to the general public. The market for Approved Products and Services is well developed and highly competitive, and there will be competition from other national and regional chains and local businesses that offer the same or similar services within the areas you service and the Designated Territory you are granted, including fixed and portable self-storage facilities, moving companies, trucking companies and other mobile storage businesses.

Your competitive advantage in the marketplace will be based on your adherence to our System standards and guidelines, as well as your entrepreneurial and managerial abilities and focus on customer service, in the operation of your MI-BOX Business. Each System Business typically competes with other competitors on the basis of our unique service, brand recognition, container sizes and level Lift System.

Depending on what region you determine to operate your Franchised Business, weather issues may affect the kind of commercial construction Client(s) that are looking for the Approved Services.

Industry Specific Regulations

Certain states have enacted laws that regulate the self-store and container storage industries. These laws vary substantially from state to state, but typically, they govern the relative rights between a self-storage business or facility and its customers when the customer breaches the storage rental agreement. These laws specify procedure and notice requirements for the disposition or sale of property held in storage to collect unpaid storage rental fees. Some state laws also regulate the commercial transport of property "movers" and the warehousing of goods in storage. These laws also vary from state to state, but they typically require you to obtain a state license, mandate that you maintain certain types of insurance and mandate minimum insurance policy limits. You may be required by law to obtain a bond. It is your responsibility to investigate the laws of your state and local jurisdiction and determine their applicability. You must also comply with any Federal Motor Carrier Agency and United States Department of Transportation regulations.

In addition, your Franchised Business will be subject to federal, state, and local laws and regulations, environmental laws, building codes, land use and zoning ordinances which apply to businesses generally, including those which: (a) establish general standards, specifications and requirements for the maintenance of the business premises and motor vehicles; (b) regulate matters affecting the health, safety and welfare of customers at the times where you transport and deliver mobile storage containers; (c) set standards pertaining to employee health and safety; (d) set standards and requirements for fire safety and general emergency preparedness; and (e) regulate the proper disposal of waste.

The federal government requires that an application be processed if you intend to move household goods from one state to another. These laws typically regulate movement of these types of goods and certain System Businesses must seek the appropriate approval in order to operate. If you operate in an area that serves a multi-state market and will send delivery trucks across state borders, you will be required to register each of those trucks with the U.S. Department of Transportation and you must follow its safety rules and regulations. You are also required to be in compliance with all requisite levels of these requirements, pay the applicable fees and acquire the appropriate insurances. We may review your records to ensure that you are in complete compliance with any transportation authority or other regulatory requirements.

You must investigate all applicable federal, state, and local laws and regulations, and your cost to comply with such laws and regulations, with an attorney and/or financial advisor before purchasing a System Business from us. It is solely your responsibility to investigate these laws and regulations, and you alone are responsible for compliance despite any advice or information that we may give you. We have not researched any of these laws or regulations to determine their specific applicability to your business. Applicable laws and regulations are subject to change.

ITEM 2
BUSINESS EXPERIENCE

Vice President and Director of Franchise Operations: Michael Born

Mr. Born has served as our Vice President and Director of Franchise Operations since our inception. Mr. Born has served as Vice President and CFO of MI-BOX Holding Company and MI-BOX Moving & Mobile Storage Company, both located in Joliet, Illinois, since 2004.

President: Brian C. Born

Mr. Born has served as our President since our inception. Mr. Born has served as President of MI-BOX Holding Company and MI-BOX Moving & Mobile Storage Company, both located in Joliet, Illinois, since 2004.

Vice President and Chief Operating Officer: Roni Gregori

Mr. Gregori has served as our Vice President and Chief Operating Officer since our inception. Mr. Gregori has served as Vice President and COO of MI-BOX Holding Company and MI-BOX Moving & Mobile Storage Company, both located in Joliet, Illinois, since 2004.

Regional Third-Party Consultants

If this Disclosure Document is being used in connection with the offer and sale of franchises in a state or region where we have a third-party consultant that we have engaged to assist us in providing initial and/or ongoing support to System franchisees, then that consultant's relevant Item

2 information may be set forth below in this Item as required under the federal Rule. Within the Commonwealth of Virginia, we have one (1) third-party consultant that requires disclosure in this Item, which is set forth below:

Arthur Marvin Ward III: Regional Consultant (Commonwealth of VA Only)

Mr. Ward has served as our Regional Consultant for the geographical region wherein this franchise is being offered since Franchisor's (our) inception and has primarily performed these duties out of Tysons Corner, Virginia. Mr. Ward has also served as a Senior Information Assurance Engineer for OBXtek, Inc., located in Tysons Corner, Virginia, since 2014, pursuant to a contract with the Department of State.

Cary Dula: Regional Consultant (State of Texas)

Mr. Dula has served as our Regional Consultant for the state of Texas since our inception and has primarily offered these duties out of Plano, Texas. Mr. Dula concurrently serves as President of NJET Corp. based out of Plano, Texas (from October 2010 to present).

ITEM 3
LITIGATION

Currently Effective Injunctive or Restrictive Orders from Pending or Concluded Actions brought by a Public Agency

DFPI Order, re: MI-BOX Holding Company, Michael Born et al. and subsequent *DFPI Consent Order, re: MHC et al.* On September 7, 2021, the California Department of Financial Protection and Innovation ("DFPI") issued an order arising out the offer of a dealership to a particular California resident by MI-BOX Holding Company ("MHC"). The order was issued against MHC, Michael Born and other named parties, with the DFPI finding that: (i) the dealership offered by MHC constituted a "franchise" under applicable California law that was not registered with the DFPI under Section 31110 of the CFIL at the time the offer was made; and (ii) moving forward, all respondents must refrain from making any offer (or sale) of a "franchise" in the State of California unless and until the offer has been duly registered (or memorialized as "exempt") by the DFPI pursuant to Section 31402 of the CFIL. In or around June 2023, MHC and Mr. Born entered into a Consent Order wherein the named parties to this Order acknowledged: (i) that MHC engaged in subsequent activities, namely providing certain licensing/franchising information on the brand website, that the DFPI deemed constituted an "offer" of a franchise after the prior order above was issued; and (ii) MHC and other named respondents in the Order will cease and desist from any such activities that might constitute an offer of a franchise in California moving forward until such time that a MI-BOX franchise offering was effectively registered with the DFPI, as well as MHC's payment of $5,000 to the DFPI to help defray the latter's administrative costs associated with the DFPI's further investigation into such activities (the "Consent Order").

Litigation Involving our Affiliate, MI-BOX Holding Company

Mi-Box of North Florida, LLC v. MI-BOX Holding Company and MI-BOX Florida, LLC (United States District Court for the Northern District of Illinois, Eastern Division; Case No. 1:24-cv-07520)

On November 6, 2023, Plaintiff, MI-BOX of Northeast Florida LLC ("MBNF"), a MI-BOX dealer, filed a complaint against our affiliate, MI-BOX Holding Company, and a MI-BOX master dealer, MI-BOX Florida, LLC (the "MB Defendants"). The case was originally filed in Florida and was subsequently dismissed and bifurcated. MBNF's claims against MI-BOX Holding Company are pending before the United States District Court for the Northern District of Illinois. MI-BOX Holding Company filed a motion to dismiss MBNF's claims and on September 30, 2025 the Court granted MI-BOX Holding Company's motion to dismiss without prejudice and leave to amend. On October 28, 2025, MI-BOX of North Florida, LLC filed an amended complaint asserting the following claims: (i) aiding and abetting the violation of federal and state law regarding the sale of franchises; (ii) breach of equipment agreement; and (iii) rescission. MI-BOX Holding Company filed a motion to dismiss the amended complaint on December 17, 2025, which remains pending. MI-BOX Holding Company believes MBNF's claims to be without merit and will vigorously defendant against them.

MI-BOX of Southern New Hampshire, LLC v. MI-BOX Holding Company (United States District Court for the Southern District of New Hampshire, Civil Action No. 1:25-cv-04679)

On April 29, 2025 a MI-BOX dealer in southern New Hampshire, MI-BOX of Southern New Hampshire, LLC ("MB SNH") filed a complaint against our affiliate, MI-BOX Holding Company. In response, MI-BOX Holding Company filed a motion to dismiss and on July 22, 2025, MB of SNH filed an Amended Complaint alleging: violation of the Illinois Franchise Disclosure Act, violation of the Illinois Consumer Fraud and Deceptive Business Practices Act, breach of contract, breach of the implied covenant of good faith and fair dealing, tortious interference with contract and business expectancy, declaratory judgment, preliminary and injunctive relief, unjust enrichment. MB SNH seeks compensatory damages, costs and attorneys' fees, as well as injunctive relief. MI-BOX Holding Company disputes the allegations in the Amended Complaint, and on August 6, 2025, MI-BOX Holding Company filed a Motion to Dismiss the Amended Complaint. MB SNH filed a Second Amended Complaint to which MI-BOX Holding Company filed a Motion to Dismiss on April 6, 2026, which is currently pending. MI-BOX Holding Company believes plaintiff's claims to be without merit and will vigorously defendant against them.

MI-BOX of New England, LLC, MI-BOX Florida, LLC v. MI-BOX Holding Company (United States District Court for the Northern District of Illinois; Case No. 1:21-cv-5809 consolidated with No. 22 cv 4513)

On March 16, 2026, MI BOX of New England, LLC and MI-BOX Florida, LLC, former master dealers, filed a second amended complaint against our affiliate, MI-BOX Holding Company, LLC alleging breach of contract, breach of the implied covenant of good faith and fair dealing, violation of the Illinois Deceptive Trade Practices Act, declaratory judgment, injunctive relief, tortious interference with prospective economic advantage, tortious interference with contract, commercial disparagement and unjust enrichment. The plaintiffs sought a declaratory judgment, preliminary and permanent injunctive relief, and monetary damages. The plaintiffs in this matter filed a Motion for Preliminary Injunction seeking injunctive relief in 2022. The parties thereafter engaged in settlement negotiations and entered into a tolling agreement, however the settlement negotiations fell apart and the plaintiffs renewed the injunction motion. On April 18, 2025, the court entered an order denying the motion holding that the plaintiffs could not enjoin MI-BOX Holding Company from terminating the Master Dealer Agreement between the parties. On August 4, 2025, MI-BOX Holding Company filed an amended counterclaim against Edward M. Smith, MI-BOX Southern New Hampshire, LLC, MIA Holding Company, LLC and IN-BOX Portable Storage, LLC alleging: (a) breach of contract -violation of the covenant of good faith and fair dealing; (b) breach of contract against MB New England; (c) breach of contract against MI-BOX of Southern New Hampshire LLC; (d) tortious interference against MB New England and MI-BOX of Southern New Hampshire, LLC; (e) Declaratory Judgment against MB New England and MB Florida; (f) infringement of federally registered trademark in violation of the Lanham Act against MB New England, MB Florida and MI-BOX of Southern New Hampshire; (g) unfair competition and false advertising in violation of the Lanham Act against MB New England and MB Florida; (h) defamation against Edward M. Smith; (i) breach of contract against Edward M. Smith, MI-Box New England, LLC and MIA Holding LLC; (j) Violation of Defend Trade Secrets Act against Edward Smith, IN-BOX Portable Storage LLC, MI-BOX New England, LLC, MI-BOX SNH and MIA Holding LLC. MI-BOX Holding Company seeks damages in excess of $500,000, enhanced damages and attorneys' fees, declaratory judgment, and injunctive relief. On September 8, 2025, MI-BOX Holding Company filed a motion for temporary restraining order and preliminary injunction alleging trademark infringement under the Lanham Act. The district court denied the TRO and, following a hearing on November 18, 2025, on January 22, 2026, the Court issued a report and recommendation that the preliminary injunction be granted. MI-BOX Holding Company believes plaintiffs' claims to be without merit and will vigorously defendant against them, and MI_BOX Holding Company intends to proceed with prosecuting its claims against the various counter-claim and third-party defendants.

<u>C&C Business Enterprises, Inc. v. MI-BOX Holding Company</u> (Superior Court of New Jersey, Law Division BER-L-002810-25)

On April 29, 2025, C&C Business Enterprises, Inc., a MI-BOX dealer, filed a complaint against our affiliate, MI-BOX Holding Company, in connection with an Equipment Lease and License Agreement entered into between the parties in July of 2008 alleging violation of the New Jersey Franchise Practices Act for constructive termination and imposing unreasonable standards of performance, breach of contract, seeking damages in an unspecified amount, a declaratory judgment regarding the violation of the New Jersey Franchise Practices Act and attorneys' fees. In response, MI-BOX Holding Company filed a motion to dismiss or transfer venue. On February 17, 2026, MI-BOX Holding Company's motion to dismiss was granted in part; specifically C&C Business Enterprises, Inc.'s claim brought under the New Jersey Franchise Practices Act was dismissed. Additionally, the court granted MI-BOX Holding Company's Motion to Transfer thereby the matter was transferred to the Northern District of Illinois. MI-BOX Holding Company believes plaintiff's claims to be without merit and will vigorously defendant against them.

2-Year Disclosure Required by the State of Minnesota

The Minnesota Commerce Department determined that our affiliate, MI-BOX Holding Company, violated Minnesota law by offering and selling MI-BOX® moving and mobile storage franchise in Minnesota without having a franchise registration or exemption from registration on file with the Department. On or about June 24, 2024, we entered into a Civil Penalty Agreement with the Minnesota Commerce Department resolving this issue. Under the CPA, we paid a civil penalty in the amount of $1,000 and agreed that no additional solicitations or sales will be made in Minnesota until we are registered or we qualify for an exemption from franchise registration.

Other than the matters disclosed above, there is no litigation that Franchisor is required to disclose in this Item.

ITEM 4
BANKRUPTCY

No bankruptcy information is required to be disclosed in this Item.

ITEM 5
INITIAL FEES

Franchise Agreement

Initial Franchise Fee

You must pay us an initial franchise fee in the amount of $30,000 (the "Initial Franchise Fee") upon execution of your Franchise Agreement, which will be deemed fully earned and non-refundable upon payment.

We expect and intend to impose the Initial Franchise Fee calculation in a uniform manner to new System franchisees.

Lift System and Initial Stock of System Container Inventory (Prior to Launch of Franchised Business)

You must purchase a proprietary Lift System, as well as a minimum initial stock of 14 System Containers, from our then-current Approved Supplier prior to the initial launch of your Franchised Business. As of the Issue Date, our affiliate MHC or we will serve as the designated Approved Supplier for these items with the current pricing as follows:

Description of Required Item that Must be Acquired Prior to Initial Launch of Franchised Business	Approximate Purchase Price for Required Item
Lift System	Approximately $125,943.82 as of Issue Date payable to our affiliate Approved Supplier.
Initial Stock of System Containers (14 Containers)	$ 50,120 to $102,200, depending on the (a) different size System Containers we determine appropriate for your Designated Territory and (b) the number of shipping containers it takes to ship those Containers. Typically, these shipping/handling costs are paid to our affiliate Approved Supplier and then paid to a third-party carrier. As of the Issue Date, you are not required to have this initial stock of System Containers at your Premises and ready for lease until on or before 3 months from the date your initially launch and begin promoting your Franchised Business. We recommend and expect that you will pay for all or some portion of these System Containers prior to your opening, which is why we account for this estimated investment range here. As of the Issue Date, the current pricing for System Containers is approximately: (i) $3,580 to $4,825 per 8-foot Container; (ii) $4,565 to $6,340 per 16-foot container; and (iii) $5,065 to $7,300 per 20-foot Container.
Shipping/Freight Charges in Connection with System Containers	As of the Issue Date, we (as franchisor) or our affiliate expect to collect the applicable shipping/freight charges that are charged by the third-party provider of such services and pay the provider directly. The amount due for shipping/freight will likely vary based on: (i) where your Franchised Business is located in the United States; and (ii) the manufacturer that is available and able to fulfill your Container order at that time it is made; and(iii) current economic conditions of shipping and fuel prices. As of the Issue Date, the estimated range for the shipping/freight costs associated with your initial stock of System Containers is as follows: (i) $3,580 to $4,825 per (14 total based on population of Designated Territory) will be between $4,000 and $10,000. Please note that our standard franchise offering and Approved Supplier expects that you and/or your personnel will assemble the System Containers once they are delivered to your approved Premises so that said Container can be utilized in the provision of the Franchised Business operations. Any wages incurred by a System franchisee will be paid to the personnel that franchisee determines to engage.

Please note that the amounts paid for the Lift System and initial stock of System Containers is deemed fully earned and non-refundable upon payment.

Please note that the amount disclosed for the Lift System above does not include optional, additional components for that Lift System that would be necessary to transport multiple System Containers at the same time via the Approved Vehicle that will be equipped with this Lift System. These additional components are not required as part of our standard franchise offering, but we expect and intend to make such components available to those System franchisees that wish to utilize the same once they have ramped up Franchised Business operations.

Initial System Set-Up and Integration Fee

You must pay us an initial fee amounting to $17,500 that is paid to cover: (i) our setup of the primary interior page or other website that you will be authorized to use in connection with the offer and sale of Approved Services/Products to prospective and existing Clientele (the "Primary Franchisee Site"); and (ii) certain training you must attend and complete regarding (a) the Lift System and Containers, and (b) certain software we require you to use in connection with the operation of your Franchised Business.

Additional Territory Fee

If you request the right to add additional territory to your Designated Territory (with a minimum of 100,000 residents) at any time during the initial term of your Franchise Agreement, you meet our eligibility requirements, and, at our sole discretion, we authorize you to add additional territory to your Designated Territory, you must sign our designated form of Additional Territory Addendum and pay us a non-refundable Additional Territory Fee in the amount of $0.15 to $0.20 per person in the Additional Territory. This Additional Territory Fee is due and payable either: (i) in full at the time you sign the Additional Territory Addendum; or (ii) over a five-year period, with 25% non-refundable deposit paid at signing and the balance due in 60 equal monthly payments plus interest at a rate of five percent (5%) per year. You will also be required to purchase one additional Container per 3,500 persons in the Additional Territory, and you will be required to add an additional seven containers per year during the four-year period following the date you sign the Additional Territory Addendum for each 100,000 persons within the Additional Territory. For example, if you request and are approved to add Additional Territory with 100,000 in population, your Additional Territory Fee will be $15,000 to $20,000 and you will be required to purchase 28 additional Containers.

ITEM 6
OTHER FEES

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Trademark License Fee	$400 per month; subject to automatic annual increases of 2% per year for the duration of the Term beginning on the first anniversary of the Opening Date/Deadline	Monthly.	See Explanatory Notes No. 1 and 2 following this Chart.
General Maintenance Fee	$600; subject to automatic annual increases of 2% per year for the duration of the Term beginning on the first anniversary of the Opening Date/Deadline	Monthly.	The General Maintenance Fee currently covers website hosting, email hosting, software maintenance, research and development, legal fees we incur in connection with the preparation of franchise agreements and related agreements for execution, and attorneys' fees we incur related to maintaining and revising our (and/or our affiliates') patents intellectual property IP. See Explanatory Notes No. 1 and 2 following this Chart.
Website Maintenance Fee	$200; subject to automatic annual increases of 2% per year for the duration of the Term beginning on the first anniversary of the Opening Date/Deadline	Monthly.	The Website Maintenance Fee currently covers website updates, analysis, SEO, security updates, and monitoring. See Explanatory Notes No. 1 and 2 following this Chart.
Software Fee	$250; subject to automatic annual increases of 2% per year for the duration of the Term beginning on the first anniversary of the Opening Date/Deadline	Monthly.	The Software Fee currently covers user access up to 4 users. See Explanatory Notes No. 1 and 2 following this Chart.
Container Royalty Fee	$10 per container per month for each Container above 86 (with all Containers in the Territory and all Additional Territories to be counted together); subject to automatic annual increases of 2% per year for the duration of the Term beginning on the first anniversary of the Opening Date/Deadline	Monthly.	You must pay us the monthly Container Royalty Fee for each Container above 86 (with all Containers in the Territory and all Additional Territories to be counted together); subject to automatic annual increases of 2% per year for the duration of the Term beginning on the first anniversary of the Opening Date/Deadline. See Explanatory Notes No. 1 and 2 following this Chart.

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Additional Territory Fee	Calculated based on population in the territory to be added (with a minimum of 100,000 residents): $0.15 to $0.20 per capita	Upon signing the Additional Territory Addendum	If, during the Initial Term, you request the right to add additional territory to your Designated Territory (with a minimum of 100,000 residents), you meet our eligibility requirements, and we authorize you to add additional territory to your Designated Territory, you must sign our designated form of Additional Territory Addendum and pay us the non-refundable Additional Territory Fee when you sign the addendum. This opportunity will only be available during the Initial Term. You will not have the right or opportunity to add Additional Territory during any renewal term. See Explanatory Note No. 3.
Additional Territory Container Purchase Requirement	As of the Issue Date, the current pricing for System Containers is approximately: (i) $3,580 to $4,825 per 8-foot Container; (ii) $4,565 to $6,340 per 16-foot container; and (iii) $5,065 to $7,300 per 20-foot Container. This pricing is subject to increase.	Upon signing the Additional Territory Addendum	You will be required to add an additional seven containers per year for each 100,000 persons within the Additional Territory over the four-year period following the date you sign the Additional Territory Addendum. See Explanatory Note No. 3.
Local Advertising Requirement (or "LAR")	Your Local Advertising Requirement, or LAR, will be as follows: (i) $1,500 per month in each of the six (6) months following the Trigger Date; and (ii) In each subsequent calendar month of operations, the appropriate amount set forth in Explanatory Note No. 3 following this Chart.	Monthly	You must commence expending the appropriate LAR amount upon the Trigger Date and over each subsequent calendar month of operations. This is the minimum amount that you must expend in connection with the local promotion, advertising and marketing of your Franchised Business within the Designated Territory you are awarded. We may require that you expend any portion of your LAR on services, content and/or other items designed to promote, advertise or market the Franchised Business within the Designated Territory from the Approved Supplier that we designate and/or approve in our then-current Manuals or otherwise in writing. Please see Explanatory Note No. 4 following this Chart.
Training Fee(s)	Our then-current training fee for the kind of training at issue (the "Training Fee"):	As incurred.	We reserve the right to charge our then-current Training Fee in connection with: (i) any training we provide at your request

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
	As of the Issue Date, our Training Fee(s) are: - $1,500 per trainee in connection with any new or replacement owner/manager attending our Initial Training Program; and - between $50 and $250 per hour (per trainer) in connection with all other training (depending on the kind of training and location)		(after we provide you with appropriate pre-opening and any other initial training disclosed in Item 11 of this Disclosure Document); and (ii) any training you are required to complete in order to cure a material default under your Franchise Agreement. We also reserve the right to reimbursement of any travel, lodging and/or other operating costs and expenses that our trainer incurs in connection with providing training if such training occurs at any location other than our corporate headquarters.
Renewal Fee	$7,500 if you do not add Additional Territory during the initial term of the Franchise Agreement.	Prior to us agreeing to renew your franchise	There are other conditions that you must satisfy in order to renew the franchise. Please see Item 17 of this Disclosure Document for additional information.
Term Adjustment Fee	The "Term Adjustment Fee" is calculated based on the following formula: ($7,500 ÷ 3,650) x (the number of days in operation), subject to a $7,500 cap.	Upon signing the Additional Territory Addendum	If you added Additional Territory during the initial term (which triggers an extension to the initial term for a period of 10-years from the date you sign the Additional Territory Addendum), you must pay a "Term Adjustment Fee" calculated based on the following formula: ($7,500 ÷ 3,650) x (the number of days in operation), provided that the fee will not exceed $7,500. See Explanatory Note No. 3 following this Chart.
Transfer Fee	$10,000 (the "Transfer Fee") In addition, you must pay the greater of (a) $17,500, or (b) our then-current Initial Setup and Integration Fee for new System franchisees, in connection with the proposed assignee's introduction into the System	Prior to us providing our approval to any proposed transfer	There are other conditions that must be satisfied in connection with any proposal you make to assign or transfer (a) your Franchise Agreement, (b) your Franchised Business assets, and/or (c) any ownership interest in you (if you are a Franchisee entity). Please see Item 17 of this Disclosure Document for additional information.
Administrative Fee	Then-current fee charged by us and/or our other Approved Supplier for certain administrative and/or technology services we determine to associated and	Monthly at same time and manner as your Royalty Fee	As of the Issue Date, we expect and intend to serve as the Approved Supplier for the administrative and/or technology services we determine to provide and associate directly with the System, and you will pay

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
	provide as part of the System (the "Administrative Fee"). Currently, our Administrative Fee amounts to $250 per month		this Administrative Fee to us. We reserve the right to designate a third-party to provide such administrative and/or technology services associated with our then-current Administrative Fee. We may modify the Administrative Fee upon 30 days' prior written notice to our System franchisees.
Interest on Late or Past Due Payments	One and a half percent (1.5%) interest per month, or maximum allowed by law.	When payment is past due.	Please see Explanatory Note No. 5 following this Chart.
Attorneys' Fees and Costs	Reimbursement of our actual fees and costs in connection with enforcing the terms of your Franchise Agreement.	As incurred.	Please see Explanatory Note No. 6 following this Chart.
Supplier and/or Non-Approved Product Approval	Reimbursement of actual costs incurred in reviewing any alternate supplier or non-approved product you propose.	Upon receipt of bill.	Please see Item 8 of this Disclosure Document for additional information.
Audit Costs	Actual costs of audit.	Upon receipt of bill.	Please see Explanatory Note No. 7 following this Chart.
Indemnification	Actual costs of indemnification in connection with any third-party action and/or other claims/damages arising out of or related to your breach, misrepresentation or other violation of your Franchise Agreement or otherwise in connection with the operation of your Franchised Business	When incurred.	Please see Explanatory Note No. 8 following this Chart.
Insurance	Cost to obtain and maintain required insurance required under the Franchise Agreement, which may be set forth and/or updated in the Manuals or otherwise in writing	As incurred.	In the event you fail to acquire any required insurance in connection with your Franchised Business, we reserve the right to (i) acquire all such insurance on behalf of your Franchised Business, and (ii) demand reimbursement of all premiums/amounts paid for such insurance, as well as administrative fee amounting to up to $1,000 to cover our time and resources Such failure to acquire insurance will also constitute a default of your Franchise Agreement obligations.

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
			Please see Explanatory Note No. 9 following this Chart.
Annual Conference	Then-current registration fee or contribution amount for the annual convention or conference we have the right to conduct each year for System Business owners As of the Issue Date, we expect that the fee we charge in connection with our initial convention/conference will be between $300 and $1,000 per attendee.	Upon invoicing.	We have the right to require you to attend and participate in any such annual convention or conference we determine to conduct for a period of up to three (3) days each calendar year.
Costs of Enforcement of Franchise Agreement	Will vary under circumstances.	As incurred.	In the event we are forced to incur any fees in connection with enforcing the terms of your Franchise Agreement, we have the right to seek and recover all such amounts from you upon notice and invoicing for the same.

Explanatory Notes to Item 6 Chart Above

General. The table above provides recurring or isolated fees or payments that you must pay to us or our affiliates or that we or our affiliates impose or collect in whole or in part on behalf of a third party or that you are required to spend by the Franchise Agreement. All fees and expenses described in this Item 6 are nonrefundable. Except as otherwise indicated in the chart above, we uniformly impose all fees and expenses listed and they are payable to us and are fully earned upon deposit by us.

1. Monthly Fees. You must pay the following fees to us on a monthly basis for the duration of the term (the "Monthly Recurring Fees"): Trademark License Fee, General Maintenance Fee, Website Maintenance Fee, Software Fee and Container Royalty Fee (if applicable). Each Monthly Recurring Fee is subject to automatic, annual increases of 2% per year for the duration of the term. The monthly Container Royalty Fee is $10 per Container per month for each Container above 86 in your inventory (with all Containers in the Territory and any and all Additional Territories counted together). This fee is based on the number of System Containers in your inventory, whether rented or not. If you have 86 or more Containers in your inventory, the Container Royalty Fee will be calculated at $10 multiplied by the number of Containers you have in your inventory. If your System Business has 86 or fewer Containers in your inventory, the Container Royalty Fee will be $0 per month. You will be invoiced by us or a designated third party by the end of every month for the total Container Royalty Fee. As of the Issue Date, the Monthly Recurring Fees, including the Container Royalty Fee payments, are due by the 1st day of every month. Please note that a System Container will be accounted for

when calculating your Container Royalty Fees commencing on the 1st day of the third (3rd) month after such Container(s) are received by you (as the System franchisee). The General Maintenance Fee currently covers website hosting, email hosting, software maintenance, research and development, as well as legal costs associated with our trademark maintenance.

2. Manner of Payment. We reserve the right to require you to pay your Monthly Recurring Fees and/or other fees and amounts due to us or any of our affiliates under your Franchise Agreement by: (i) check; (ii) wire payment; or (iii) electronic funds transfer ("EFT") whereby we are authorized to automatically collect such fees from the bank account you designate for use in connection with your Franchised Business (your "EFT Account"), or (iv) other means, as we determine to specify in an advance writing during the term of your Franchise Agreement. If any of your Monthly Recurring Fees or other amount due is not received within this time period, then we may require you to process an electronic funds transfer for the subject month based on the most recent invoice you submitted, provided, that if an invoice for the subject month is subsequently received and reflects: (i) that the actual amount of the fee due was more than the amount of the electronic funds transfer, then we may withdraw additional funds through an electronic funds transfer from your designated bank account for the difference; or (ii) that the actual amount of the fee due was less than the amount of the electronic funds transfer, then we will credit the excess amount to the payment of your future obligations.

3. Additional Territory Fee; Additional Territory Container Purchase Requirements. If, during the Initial Term, you request the right to add additional territory to your Designated Territory (with a minimum of 100,000 residents), you meet our eligibility requirements, and we authorize you to add additional territory to your Designated Territory, you must sign our designated form of Additional Territory Addendum and pay us the non-refundable Additional Territory Fee when you sign the addendum. This opportunity will only be available during the Initial Term. You will not have the right or opportunity to add Additional Territory during any renewal term. In addition to the Additional Territory Fee, you will also be required to: (i) purchase and add an additional seven Containers each year for the four-year period following the date you sign the Additional Territory Addendum; and (ii) pay to us the Term Adjustment Fee (which fee will not exceed $7,500).

4. Local Advertising Requirement (or LAR). Once you have launched operations and expended the $1,500 LAR over each of your first six (6) months of operation, your LAR obligation each calendar month of operations will amount to: (i) $1,500; or (ii) any lesser amount that you demonstrate you expended over a prior calendar month of operations wherein the Franchised Business maintained at least a 70% occupancy rate of your then-current System Container inventory throughout that calendar month of operations (the "Local Advertising Requirement"). We have the right to review your books and records to determine these expenditures. We have the right, in our sole discretion, to designate any geographical area for purposes of establishing a regional advertising and promotional cooperative, and to determine if you must participate in the regional cooperative comprised of one (1) or more System Business owners.

5. Interest on Late Payment. If you fail to timely pay any of your Recurring Monthly Fees or other fee owed to us (under the Franchise Agreement or otherwise), then you are subject to a late fee of one and a half percent (1.5%) interest per month of the unpaid balance, or the maximum permitted by law, whichever is higher.

6. Attorneys' Fees and Costs. If we prevail in any action or other legal/administrative proceeding brought against you arising out of the Franchise Agreement or any other agreement with us, you must reimburse us for our reasonable attorneys' fees and other costs paid that we incurred in such proceedings. If you bring any legal action to interpret or enforce the terms of the Franchise Agreement or any other agreement with us, and your claim in such action is denied or the action is dismissed, then we are entitled to recover our reasonable attorneys' fees, and all other reasonable costs and expenses incurred in defending the matter, and to have such an amount awarded as part of the judgment in the proceeding.

7. Audit Costs. You must maintain accurate business records, reports, accounts, books and data relating to the operation of your System Business. We and our designees retain the right to inspect and/or audit your business records at any time during normal business hours, upon seven days' notice, to determine whether you are current with suppliers and/or otherwise are operating in compliance with the terms of the Franchise Agreement and then-current Manual(s). In the event any such audit discloses an understatement of amounts reported or paid to us, you agree to pay to us the amount due, plus interest (at the rate and on the terms provided for herein) from the date originally due until the date of payment. Furthermore, you must reimburse us for our costs and expenses associated with conducting the audit in the event: (i) such audit is made necessary by your failure to timely furnish reports, supporting records, other information or financial statements required under the Franchise Agreement; or (ii) if that audit reveals an understatement of greater than two percent (2%). These costs and expenses include, without limitation, our legal and accounting fees, travel, lodging and meal expenses and applicable per diem charges for our employees. The foregoing remedies are in addition to our other remedies and rights under the Franchise Agreement and/or applicable law.

8. Indemnification. You are solely responsible for and must indemnify and hold us harmless for all loss, damage, claims or demands arising out of, or related to, the operation of your Franchised Business. Your indemnification obligations are described more fully in the Franchise Agreement.

9. Insurance. You must obtain and maintain certain insurance in connection with your Franchised Business. Each year you must send us proof of insurance showing Franchisor (and/or our affiliate Approved Supplier for the Containers and/or Lift System) as an additional named insured. If you fail to obtain and maintain the required insurance, we may obtain such insurance on your behalf and require that you reimburse us for the costs associated with obtaining this insurance for you, as well as pay us a service fee in connection with obtaining this insurance. See Item 8 for more information regarding our current System requirements for insurance.

ITEM 7
ESTIMATED INITIAL INVESTMENT

A. YOUR ESTIMATED INITIAL INVESTMENT FOR A FRANCHISED BUSINESS

TYPE OF EXPENDITURE[1]	AMOUNT (LOW END TO HIGH END OF RANGE)	METHOD OF PAYMENT	TIME OF PAYMENT	TO WHOM PAYMENT IS TO BE MADE
Initial Franchise Fee[2]	$30,000	Lump sum	Upon execution of the Franchise Agreement	Us
Initial System Set-Up and Integration Fee[3]	$17,500	Lump sum	Upon execution of the Franchise Agreement	Us
Required Container Inventory that You Must Have within First 3 Months of Operation[4]	$50,120 to $102,200	50% deposit and 50% 1 week prior to shipping	Prior to opening and upon subsequent orders	Approved Supplier (currently, MHC)
Shipping and Freight Charges in Connection with Initial Container Inventory[4]	$4,000 to $10,000	Lump Sum	Upon invoicing	Us or other Approved Supplier (collected and paid to third-party shipping/freight providers)
Lift System (Pre-Opening)[5]	$31,470 to $125,943.82	50% deposit and 50% 1 week prior to shipping	Prior to opening and any subsequent Container orders	Approved Supplier (currently, MHC)
Website and Software Fee[6]	$2,500	Lump Sum	Upon invoicing	Us
Real Estate Lease Payments and Security Deposit[7]	$4,000 to $40,000	As arranged	Monthly	Third-Party Landlord
Approved Vehicle[8]	$31,250 to $125,000	As arranged	Monthly	Third-Party Supplier

TYPE OF EXPENDITURE[1]	AMOUNT (LOW END TO HIGH END OF RANGE)	METHOD OF PAYMENT	TIME OF PAYMENT	TO WHOM PAYMENT IS TO BE MADE
Forklift[9]	$1,600 to $60,000	As specified in lease	Monthly	Approved Supplier
Initial Launch Marketing[10]	$2,000 to $5,000	As arranged	As incurred	Approved Supplier(s) or Third-Party Providers
Leasehold Improvements[11]	$0 to $10,000	As arranged	Prior to opening	Third-Party Contractor(s) or Other Providers
Computer Equipment[12]	$1,000 to $3,000	As arranged	Prior to opening	Third-Party Providers (or Approved Supplier)
Signage[13]	$500 to $2,000	As arranged	As incurred	Approved Supplier(s); Landlord (if applicable)
Licenses and Professional Services[14]	$1,000 to $5,000	As arranged	Prior to opening	Applicable Agencies or Vendors
Utilities and other Pre-Paid Expenses[15]	$300 to $2,100	As arranged	As incurred	Third-Party Utility Providers
Prepaid Insurance Premium and Deposit[16]	$3,000 to $9,000	As arranged	Prior to opening	Third-Party Insurance Provider
Pre-Opening Training Costs and Expenses --Travel, and Wages Expenses[17]	$1,500 to $5,500	As incurred	As incurred	Hotels, Airlines, restaurants, service providers
Uniforms[18]	$300 to $500	As incurred	Prior to opening	Approved Supplier
Other Initial Inventory, Supplies and Assembly (Pre-Opening)[19]	$2,500 to $5,000	As arranged	As incurred	Approved Supplier(s); Other Third-Party Suppliers
Other Additional Funds – 6 Months[19]	$43,600 to $226,500	As arranged	Monthly	Landlord

TYPE OF EXPENDITURE[1]	AMOUNT (LOW END TO HIGH END OF RANGE)	METHOD OF PAYMENT	TIME OF PAYMENT	TO WHOM PAYMENT IS TO BE MADE
TOTAL ESTIMATED INITIAL INVESTMENT[19] **(PRE-OPENING AND FIRST 6 MONTHS OF OPERATION)**	**$228,140 to $786,744**			

Explanatory Notes to Item 7 Chart Above

1. Generally. The Chart above and our standard franchise offering assume and expect that: (i) your Designated Territory will have a population of at least 300,000; (ii) you lease or own an approved Premises that is a commercial office/warehouse or secure outside lot with approximately 10,000 to 50,000 square feet in space that is capable of stacking System Containers two (2) to three (3) high; and (ii) that the Franchised Business will be timely launched with the Business owner complying with all Required Container Schedule commitments as and when they become due. All fees and payments described above are non-refundable, unless otherwise stated or permitted by the payee. Actual costs will vary for each franchise location depending on a number of factors, including market condition, the economy and the geographic location of your Franchised Business.

   Please note that the Item 7 Chart above accounts for the investment associated with operating your Franchised Business in a Designated Territory that contains a population approximately 300,000. Please take note of the specific purchasing requirements for System Containers, which will be based on the population of the Designated Territory you request and wherein we determine to award you the right to operate your Franchised Business. As disclosed more fully below, our standard franchise offering expects and assumes that you (as the Franchisee or its operating principal(s)) will undertake and complete the necessary assembly in connection with the System Containers once they are delivered to your approved Premises.

2. Initial Franchise Fee. You must pay us a non-refundable initial franchise fee of $30,000 when you sign your Franchise Agreement.

3. Initial Setup/Integration Fee. Please see Item 5 of this Disclosure Document for additional information on this fee, which is designed to cover a number of technology and IT-related services we provide prior to the launch of your Franchised Business, as well as certain training we provide in connection with the System Containers and Lift System prior to Franchised Business operations.

4. Required Initial Stock of System Containers – 3 Months. This is the estimated investment to acquire the minimum number of System Containers you are required to have on-site at your Premises on or before three (3) months for the date you actually launch (or are required to launch) your Franchised Business..

It is your responsibility to pay any necessary sales or use tax in accordance with your accountant or legal representative. Any subsequent Container orders in accordance may require a minimum number of Container(s) to be acquired. This will vary from time to time depending on full truckload shipping quantities and the availability of truck sizes. We strongly recommend and expect that you obtain leasing or financing for the Containers from a third party. We do not offer direct financing or guarantee your obligations under any lease or financing agreement. We make no representations or warranties regarding your ability to enter into a lease or financing agreement, which will depend on factors such as the availability or third-party suppliers and your creditworthiness.

Related Shipping/Freight. This range accounts for the estimated shipping and freight costs that will be incurred in connection with transporting the required number of System Containers you must have on Premises within 3 months of launching your Franchised Business. Actual shipping/freight charges will be determined at the time of delivery and may vary depending on your location, economic conditions, or fuel charges per load. Our standard franchise offering expects and intends that you (or your principal(s)), along with your Franchised Business initial personnel, will perform the assembly services in connection with these Initial Containers once they are delivered to your approved Premises.

5. Equipment – Lift System. You must purchase and acquire a single Lift System that complies with our then-current System standards and specifications. As of the Issue Date, this Lift System must be acquired from our Approved Supplier (currently, our affiliate). This is the price for the Lift System only and not the Transport Vehicle it will be mounted on. This price options include installation, extra lifting arms, posi-lock couplers, toolboxes, PTO installation and an extra hard-wired controller. At your request, additional options or spare options may be added to the purchase price of the Lift System. This also included installation on your Approved Transport Vehicle. The low end assumes a 25% deposit. Although we do not presently provide financing on our Equipment, third-party sources are available to provide financing on our Equipment. We do not offer direct financing or guarantee your obligations under any lease or financing agreement. We make no representations or warranties regarding your ability to enter into a lease or financing agreement, which will depend on factors such as the availability or third-party suppliers and your creditworthiness.

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6. Website and Software Fee. The Website Maintenance Fee currently covers website updates, analysis, SEO, security updates, monitoring, revisions and editing in accordance with best practices. Third parties are used to make changes and maintain our websites and tools used to enhance website capabilities for all users. This requires constant reviewing, data analysis and testing to achieve the necessary rankings to be relevant in the market we service. The Software Fee currently covers user access up to 4 users to access our CRM system. Your fees are used to cover third party's costs for each user to access our CRM system

7. Rent and Lease Deposit. You will need a secure outside storage lot or an office/warehouse with sufficient space that our standard franchise offering expects will typically be between 10,000 and 50,000 square feet over your initial period of operations. The location must be capable (legally and functionally) that can stack Containers at least two (2) or three (3) high. Rent may vary substantially depending on location, size, length of lease and general market conditions. Lease security deposits will vary depending upon several different factors, such as occupancy rate, length of lease, personal versus corporate signature, and your personal financial history. Our high and low estimates represent three months' rent of commercial space between 10,000 and 50,000 square feet plus lease security deposit. Pre-paid rent is generally non-refundable while security or other deposits may be refundable either in full or in part depending upon your lease or rental contract. Real estate costs vary substantially from

market to market.

8. Approved (Transport) Vehicle. You will need to purchase one Approved Vehicle for use in connection with the provision of Approved Services, which must meet our then-current System standards and specifications. Typically, this includes a 25,950-pound gross weight modified truck which requires a commercial driver's license and any other local requirements. This Approved Vehicle is used to mount the proprietary Lift System and move System-branded Containers. The high estimate assumes you pay in full. The low estimate assumes a 25% deposit. We do not offer direct financing or guarantee your obligations under any lease or financing agreement. We make no representations or warranties regarding your ability to enter into a lease or financing agreement, which will depend on factors such as the availability or third-party suppliers and your creditworthiness.

9. Forklift. You will need to purchase or lease a (a) 15,000 lb. forklift to stack our then-current System Containers two (2) Containers high, or (b) 19,000 lb. forklift to stack System Containers up to three (3) high, which is equipped with specialized forks for use in connection with our then-current Containers. We recommend purchasing a used fully refurbished forklift. Typically, prices are approximately (a) $15,000 for a 15,000 lb. forklift, and (b) $60,000 for a 19,000 lb. forklift. The low estimate assumes you lease the forklift and the high range assumes you pay in full for the forklift with specialized forks.

10. Initial Launch Marketing. In the 90-day period prior to opening, you must spend $2,000 to $5,000 on local advertising for your Grand Opening. If you voluntarily elect to spend more, your cost will exceed the high estimate. In each of the 6 months following the launch of your Franchised Business, you must expend your minimum LAR of $1,500 per month on advertising and marketing within your Designated Territory.

11. Leasehold Improvements. Warehouse or lot improvements could be required when leasing a facility. You may need to arrange for the construction of certain improvements within the leased facilities in order to operate a System Business in accordance with local laws and ordinances. The total amount of expenditures required will depend upon the condition and suitability of the leased facilities for the operation of a System Business at the time you enter the lease. Leasehold improvements typically cost between $0 to $10,000 but may vary based on every location. Leasehold improvements are generally completed by your landlord or an independent contractor. If completed by your landlord, the costs may be repaid in the form of a lump sum or as additional rent under your lease. You should install Signage at your location including the MI-BOX name and your phone number. Your approved location must conform to our standards and specifications as well as any local, municipal building codes, laws and ordinances.

12. Computer Equipment. You must purchase Computer Equipment comprised of the computer hardware and software we designate for use in connection with your System Business prior to commencing operations. You must purchase the components of the Technology System from third-party suppliers. The Computer System components likely include but is not limited to: (i) a business-class laptop computer with performance capabilities sufficient to run all of the software required to operate your MI-BOX Business; (ii) laser printer; (iii) updated versions of QuickBooks, Microsoft Office and Antivirus Software; and (iv) a smartphone. Please see Item 8 for additional information on our computer hardware and software requirements. We estimate that the total costs of the Computer Equipment will be approximately $1,000 to $ 3,000, which includes any required software license fees. The low estimate assumes that you already have the required equipment, and the high estimate assumes you will need to purchase all the components. We expect that you will obtain financing or licensing from a third party. Franchisee can acquire leasing on their own for said package. See Item 11 of this disclosure document for additional information.

13. Signage. This is the estimated costs to acquire the initial signage (exterior and/or interior) associated with your Franchised Business operations and, if appropriate, applicable Premises.

14. Licenses and Professional Services. You must acquire a general business license, any specialty licenses required by your state or federal agency, and any third-party certifications required by us. We estimate that the costs of these licenses and certifications to be $1,000 to $5,000. You also may incur fees to create a franchisee entity, and to retain legal counsel and accountants to review this Disclosure Document which represents the high estimate.

15. Utilities and Related Pre-Paid Expenses. This estimates security deposits to start service with electric, telephone, water, sewer, gas or other utilities and three months of utility bills. Some utility charges could be included in your lease and not separately charged, which will lower your cost. The low range of $300 per month and assumes an outdoor storage location with minimal utilities. The high estimate is $2,100 per month and assumes a large indoor warehouse.

16. Prepaid Insurance Premium and Ongoing Premiums. You must purchase and maintain in effect during the term of the Franchise Agreement, as applicable, the type and amount of insurance as we specified from time to time or that may be required by applicable law, or by lender or lessor. Insurance costs will vary based upon numerous factors but can be estimated between $3,000 to $9,000 per month. Currently, our insurance requirements are as follows:

    a) "all risk" property insurance coverage on all assets including inventory, storage containers, furniture, fixtures, equipment, supplies, and other property used in the operation of the Franchised Business. Franchisee's property insurance policy shall include coverage for fire, vandalism and malicious mischief and must have coverage limits of at least full replacement cost;
    b) Workers' compensation insurance that complies with the statutory requirements of the state which the Franchised Business is located and employer liability coverage with a minimum limit of $ 250,000 or, if higher, the statutory minimum limit as required by state law;
    c) Comprehensive general liability insurance against claims for bodily and personal injury, death and property damage caused by or occurring in conjunction with the operation of the Franchised Business, or Franchisee's conduct of business pursuant to this Agreement, with a minimum liability coverage of $ 1,000,000.00 per occurrence or, if higher, the statutory minimum limit required by state law;
    d) Business interruption insurance with a minimum coverage limit of $250,000;
    e) Container coverage with a minimum coverage limit for each System Container equal to the amount set forth by Franchisor in the Required Container Schedule or otherwise in writing;
    f) Motor truck cargo coverage with a minimum coverage limit of $10,000 per truck per occurrence;
    g) Automobile liability insurance for owned or hired vehicles, with minimum liability coverage of at least $1,000,000.00 per occurrence or, if higher, the statutory minimum limit required by state law; and
    h) Such insurance as necessary to provide coverage under the indemnity provisions set forth in in our Franchise Agreement.

Your insurance policies must name us as an additional insured and/or loss payee. We do not derive revenue as a result of your purchase of insurance.

17. Training, Travel and Other Personnel Expenses in Connection with Initial Training. We provide

training to a new franchisee for you and up to two of your employees at no additional charge. You and your employees must complete our training program to our satisfaction. This Initial Training Program is typically comprised of (i) one (1) full day of training that you must attend at our corporate training facility (currently in Joliet, IL), and (ii) up to 3 additional days of remote training that is provided via phone calls and/or online communication channels as we determine appropriate. The lower estimate assumes you live within driving distance to our training facility and the higher estimate assumes travel, lodging, food, miscellaneous costs and salary for you and your manager. You are responsible for all expenses associated with attending our Training Program, including your and any other of your attendees' transportation to and from the training site, lodging, meals, and employee wages during the training period.

18. Other Initial Inventory, Supplies and Assembly; Uniforms. Estimate of your Initial Inventory for office supplies, tools needed to assemble containers, truck cleaning and maintenance supplies, and labor for assembling your first load of containers. You must purchase Uniforms which include shirts and hats for all Franchised Business personnel.

19. Total Estimated Initial Investment. These total and specific estimated ranges in the Chart above are based on a number of sources, including: (i) estimates we received from our third-party and/or affiliate Approved Suppliers for the costs of System Containers, Lift System and other required items that must be purchased from such an Approved Supplier (as of the Issue Date); (ii) the experience of our affiliate and our franchisees. We do not directly or indirectly offer financing in connection with any part of this initial estimated investment range.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must operate your System Business in conformance with our methods, standards, and specifications, which we prescribe in our confidential operations manual (the "Operations Manual"), and various other confidential manuals, writings, and other information prepared by us for your use in operating a System Business (collectively, the "Manuals") that we provide you with access to as part of your franchise. We may periodically change our standards and specifications at our sole discretion via the Manuals or otherwise in writing, and you must comply with all such updates and/or modifications.

Approved Services and Approved Products

All vehicles, supplies, equipment and inventory used by you in the Franchised Business must meet our then-current System standards and specifications, including but not limited to branding requirements (including color and label requirements) that comply with our then-current standards and specifications, which we will establish and modify at our discretion. You may incur an increased cost to comply with such changes at your own expense. We reserve the right to require you to purchase any of the items necessary to establish and operate your System Business in accordance with our standards and specifications and/or from an Approved Supplier, for us or our designated vendors and suppliers.

You must offer for sale all products and services which we prescribe and only those products and services which we prescribe. You may not offer any other products or services for sale without having received our prior written authorization. You must at all times maintain sufficient levels of Container inventory as specified in the Franchise Agreement. You must offer, use and sell all private label products which we may now or in the future designate for sale by System franchisees.

Some suppliers may provide us with test equipment for use in our training center, advertise in our newsletters, and may also sponsor events and/or rent booth space at our Annual Conference or regional meetings.

Designated and Approved Suppliers

Presently, we and our affiliate are the Approved Supplier for certain supplies and inventory required for the initial establishment of your Franchised Business. As of the Issue Date, all System Containers and Lift Systems must be purchased from our affiliate Approved Supplier, namely MHC. As of the Issue Date, we or our affiliate, MHC, are also the only Approved Supplier for your initial purchase of the following items: (i) the shipping/freight costs associated with the Lift System and System Containers you must acquire, which we currently collect on behalf of the actual providers for such services; (ii) the e-CCM software you are required to use in connection with System operations; (iii) other materials and merchandise bearing the Proprietary Marks.

Recognizing that preservation of the System depends upon product and service uniformity, you must purchase product samples and other supplies, services, computer hardware and software, and other equipment from us or from approved or designated suppliers that we will specify, from time to time, in the Operations Manual and otherwise in writing (each an "Approved Supplier"). We, our affiliate or a designated third party may be one of several, or the only, Approved Supplier of any item. We reserve the right to require you to purchase any products and services, including equipment, supplies, computer hardware and software, directly from us or our affiliate. We and our affiliates have the right to realize a profit or otherwise derive revenue on any products or services that we, our affiliates or our Approved Suppliers supply and/or provide to you.

We may establish business relationships, from time to time, with suppliers who may produce and/or provide certain goods or services that you are required to purchase from only that supplier (each a "System Supplier"). These System Suppliers may provide, among other things, supplies, fixtures, technology, software, and equipment, all in accordance with our proprietary standards and specifications or private label goods that we have authorized and prescribed for sale by System Businesses. You recognize that such products and services are essential to the operation of your System Business and to the System generally. Your failure to pay System Suppliers may interfere with such suppliers' willingness to supply the System and may result in other System Businesses' inability to obtain a product or an ability to obtain a product only on less favorable credit terms. Accordingly, you must pay System Suppliers as and when due. You must use products purchased from Approved Suppliers solely in connection with the operation of your System Business and not for any competitive business purpose, unless we permit otherwise in a separate writing.

Ownership Interest in a Supplier/Revenue Derived from Regional Franchise Purchases and Leases

Other than our officers' ownership interests in our affiliate, MHC, as of the Issue Date neither we, our Affiliate nor any of our officers currently own an interest in any of our designated third party Approved Suppliers.

We reserve the right to derive income in the form of rebates or marketing allowances paid to us by Approved Suppliers that we require you to use. We may negotiate with Approved Suppliers on terms such as service requirements and prices for our franchisees for the benefit of the franchisees.

Your obligations to purchase certain products or services from us or our Approved Suppliers, and to purchase goods, services, supplies, fixtures, equipment, computer hardware and software, training and real estate that meet our specifications, are considered "Required Purchases." We estimate that your Required Purchases will account for approximately 36% to 51% of your total costs incurred in establishing your Franchised Business, and approximately 28% to 57% of your ongoing costs to operate the System Business after the initial start-up phase.

We and our affiliates reserve the right to derive revenue from the Required Purchases you make from us and our Affiliate, as well as purchases made from our designated Approved Suppliers.

As of the Issue Date, we have negotiated an arrangement with a system supplier (optional, not mandated) of covered products pursuant to which we receive a rebate on account of franchisee purchases in an amount equal to $1 per month per policy. During our fiscal year ended December 31, 2025, we derived $ 3,695 from this system supplier on account of franchisee purchases. Our affiliate derived $ 19,776 during its fiscal year ended December 31, 2025 on account of franchisee purchases (including covered products). Except as disclosed in this Item 8, neither we nor our affiliates derived any revenue from franchisees' required purchases over our past fiscal year ending December 31, 2025.

Alternative Product or Supplier Approval

If you wish to purchase any unapproved item, including inventory, and/or acquire approved items from an unapproved supplier, you must provide us the name, address and telephone number of the proposed supplier, a description of the item you wish to purchase, and the purchase price of the item, if known. At our request, you must provide us, for testing purposes, a sample of the item you wish to purchase. We are not required to approve any particular product or supplier. We may base our approval of any such proposed item or supplier on considerations relating not only directly to the item or supplier itself, but also indirectly to the uniformity, efficiency, and quality of operation we consider necessary or desirable in our System as a whole, as well as the maintenance of our Confidential Information. We have the right to receive payments from suppliers on account of their dealings with you and other System Businesses and to use all amounts we receive without restriction (unless instructed otherwise by the supplier) for any purposes we deem appropriate. We are not required to approve an unreasonable number of suppliers for a given item if we believe that such approval may result in higher costs or prevent the effective or economical supervision of

Approved Suppliers. We do not expect to approve any request to use a different supplier/provider for the Lift System, Containers and/or any other proprietary item associated with our System.

We will use reasonable efforts to notify you in writing if your request is approved or denied within 30 days of: (i) our receipt of all supporting information from you regarding your request; and (ii) our completion of any necessary inspection or testing associated with your request. If we do not provide written approval within this time period, then your request will be deemed denied.

We may, but are not required to, provide your proposed supplier or provider with its specifications for the item that you wish the third-party to supply, provided that third-party executes our required non-disclosure agreement form. Each supplier that we approve of must comply with our requirements regarding insurance, indemnification and non-disclosure. If we approve any supplier, you may enter into supply contracts with that third party, but under no circumstances will we guarantee your performance of any supply contract.

We may re-inspect and revoke our approval of particular products or suppliers if we determine that such products or suppliers no longer meet our standards. Once you receive written notice from us that we have revoked our approval, you must immediately cease purchasing products from that supplier.

While our System franchisees are not provided with any additional, material benefit – apart from any pricing terms we negotiate – from buying from the sources we designate or approve, we may: (i) default you under your Franchise Agreement if you do not comply with our directives regarding Required Items and/or Approved Suppliers; and/or (ii) elect not to renew your franchise rights under your franchise agreement if you have failed to purchase such Required Items and/or from such Approved Suppliers in accordance with our then-current System standards and specifications (as set forth in the Manual(s) or otherwise in writing).

Approved Premises

You must operate your Franchised Business from a leased or owned office/warehouse or outside lot located within your Designated Territory that: (i) meets our then-current System standards and specifications for a Business site, to the extent they have been reduced to writing in the Manual(s) or otherwise; and (ii) we expect will be between 10,000 and 50,000 square feet in size with an office space and storage space suitable for the Lift System, your then-current Container inventory requirement and Approved Vehicle (which we refer to as your "Premises").

We reserve the right to review and approve any proposed Premises for your Franchised Business. You must secure a Premises that we approve within 90 days of executing the Franchise Agreement in the event in you have not already obtained our approval prior to executing the Franchise Agreement.

Advertising and Promotional Materials

We reserve the right to review and approve all self-generated advertising materials prior to publication or use.

Insurance

You must purchase and maintain, at your own expense, insurance covering the operation and location of your System Business as we may require. You must purchase the required insurance at least 30 days before opening your System Business or upon signing a lease for the Approved Location. The limits described in the paragraph below are the minimum amounts that you are required to purchase. If you sign a lease or contract that requires a higher amount than provided below, then you must obtain the higher level of coverage under the terms of the lease or contract.

Presently, our insurance requirements are as follows: You must purchase and maintain in effect during the term of the Franchise Agreement, as applicable, the type and amount of insurance as we specified from time to time or that may be required by applicable law, or by lender or lessor. Currently, our System insurance requirements are as follows:

a) "all risk" property insurance coverage on all assets including inventory, storage containers, furniture, fixtures, equipment, supplies, and other property used in the operation of the Franchised Business. Franchisee's property insurance policy shall include coverage for fire, vandalism and malicious mischief and must have coverage limits of at least full replacement cost;
b) Workers' compensation insurance that complies with the statutory requirements of the state which the Franchised Business is located and employer liability coverage with a minimum limit of $250,000 or, if higher, the statutory minimum limit as required by state law;
c) Comprehensive general liability insurance against claims for bodily and personal injury, death and property damage caused by or occurring in conjunction with the operation of the Franchised Business, or Franchisee's conduct of business pursuant to this Agreement, with a minimum liability coverage of $1,000,000.00 per occurrence or, if higher, the statutory minimum limit required by state law;
d) Business interruption insurance with a minimum coverage limit of $250,000;
e) Container coverage with a minimum coverage limit for each MI-BOX Container equal to the amount set forth by Franchisor in the Required Container Schedule or otherwise in writing;
f) Container coverage with a minimum coverage limit of $5,000 for each MI-BOX Container stored at your location;
g) Motor truck cargo coverage with a minimum coverage limit of $10,000 per truck per occurrence;
h) Automobile liability insurance for owned or hired vehicles, with minimum liability coverage of at least $ 1,000,000.00 per occurrence or, if higher, the statutory minimum limit required by state law; and
i) Such insurance as necessary to provide coverage under the indemnity provisions set forth in in our Franchise Agreement.

Your insurance policies must name us as an additional insured and/or loss payee. We do not derive revenue as a result of your purchase of insurance.

As of the Issue Date, we do not have a designated Approved Supplier for the insurance coverage above, and we do not expect or intend to require that your insurance provider be approved by us prior to your engaging them to provide insurance (though we reserve the right to require prior written approval in the future via the Manuals or otherwise in writing). All insurance policies must be issued by insurance companies with a rating of A-VII or better as reported in the most recent edition of A.M. Best's Insurance Reports. Our acceptance of an insurance carrier does not constitute our representation or guarantee that the insurance carrier will be capable of meeting claims during the term of the insurance policy. You must carry insurance required by the lease of your Approved Location or by any of your lenders or equipment lessors and such workers' compensation insurance as may be required by applicable law. You must deliver a certificate of insurance to us at least 20 days before opening your System Business and 10 days before any renewal of the required policies as evidence that all insurance requirements have been met. All insurance policies you hold will be primary to any policy or policies held by us or our affiliates.

All liability policies will list us as an additional insured. The Commercial General Liability policy shall contain a waiver of subrogation in favor of us and any parties we designate and will be primary and non-contributory to any insurance we might carry. We reserve the right to modify required insurance coverage during the course of your agreement based on changes in risk factors for which you will comply upon written notice from us.

Computer Hardware and Software

You must purchase any computer hardware, software and peripherals that meet our System standards and specifications. Please see Item 11 of this disclosure document for additional information regarding our computer hardware and software purchasing requirements.

Purchasing and Distribution Cooperatives

We currently do not have any purchasing or distribution cooperatives; however, we reserve the right to establish these types of cooperatives in the future. We may negotiate certain purchase arrangements (including price terms) for the purchase of certain items with suppliers for the benefit of franchises. There are currently no purchasing or distribution cooperatives for System Businesses.

ITEM 9
FRANCHISEE'S OBLIGATIONS

The table lists your principal obligations under the Franchise Agreement 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 Franchise Agreement	Item of Disclosure Document
a. Site selection and acquisition/lease	6(A)	Items 7, 11 and 12

Obligation	Section in Franchise Agreement	Item of Disclosure Document
b. Pre-opening purchases/ leases	4, 6(A) – 6(C)	Items 7 and 8
c. Site development and other pre-opening requirements	4, 6(A), Section 6 generally	Items 6, 7, 8 and 11
d. Initial and ongoing training	Section 5(A) and Section 6	Item 11
e. Opening	Section 6(D)	Items 11
f. Fees	Sections 3, 4, 6 and 13(E)	Items 5, 6, 7, and 11
g. Compliance with standards and policies/ operations manual	Sections 3, 5, 6, 7, 8 and 15	Item 8 and 11
h. Trademarks and proprietary information	4, 7, 15 and 16	Items 13 and 14
i. Restrictions on products/ services offered	2, 6, 7 and 15	Item 8, 12 and 16
j Warranty and customer service requirements	6	Item 15
k. Territorial development and sales quotas	Not Applicable (see subpart (y) below regarding Required Container Schedule)	Items 12 and 17
l. Ongoing product/ service purchases	5 and 6	Items 8 and 11
m. Maintenance, appearance and remodeling requirements	6	Items 6, 8 11, 12
n. Insurance	11	Items 7 and 8
o. Advertising	9	Items 6 and 11

Obligation	Section in Franchise Agreement	Item of Disclosure Document
p. Indemnification	12(C)	Item 6
q. Owners' participation/ management/ staffing	1, 6 and 12	Items 11 and 15
r. Records and reports	4 and 10	Item 6
s. Inspections and audits	5, 6 and 10	Items 6 and 11
t. Transfer	13	Item 17
u. Renewal	3	Item 17
v. Post-term obligations	16	Item 17
w. Noncompetition covenants	14	Item 17
x. Dispute Resolution	19 and 21	Item 17

ITEM 10
FINANCING

We do not offer direct or indirect financing. We will not guarantee your note, lease or other obligations.

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

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

A. Pre-Opening Obligations.

Before you open your Franchised Business, we will provide you with the following assistance:

1. Define your Designated Territory. (Franchise Agreement, Section 2).

2. Provide, as we determine appropriate at your request, assistance in connection with your review and evaluation of a given proposed Premises for the Franchised Business. We will also designate your Site Selection Area in the event you have not yet secured a Premises we

approve as of the date you enter into your Franchise Agreement with us. (Franchise Agreement, Data Sheet).

3. Provide you with our list of all Approved Products and Services, items and equipment needed to open your Franchised Business, along with our proprietary list of Approved Suppliers for those items (as applicable), and sources of supply. (Franchise Agreement, Section 5).

4. Grant and provide you access to our Operations Manual, which includes access to our confidential and proprietary information, including our standards and specifications. You must operate the System Business in accordance with the Operations Manual and all applicable laws and regulations. The Operations Manual may be amended or modified to reflect changes in the System. You must keep the Operations Manual confidential and current and may not copy or distribute any part of any Operations Manual without our consent. (Franchise Agreement, Sections 6 and 8). As of the Issue Date of this Disclosure Document, the Operations Manual contains 199 pages and its table of contents is attached to this Disclosure Document as Exhibit G.

5. Provide you and up to two (2) additional employees with initial training that you must attend and complete to our satisfaction, in accordance with the initial training chart below. (Franchise Agreement, Section 6).

6. Provide advice and guidance, as we deem necessary in our sole discretion, in preparing to open your System Business, including standards and procedures for obtaining inventory and supplies, providing approved services, advertising and promoting the business and otherwise operating the System Business during the start-up phase. (Franchise Agreement, Section 5).

7. Supply you with those items and services you are required to purchase from us or our Affiliate, provided you pay for these items prior to, or upon delivery (as we may require). (Franchise Agreement, Sections 2, 4 and 5)

8. You must obtain a dedicated phone number which you must use in connection with your System Business and in all marketing items. (Franchise Agreement, Section 9).

9. If and as we determine appropriate and subject to our trainer's schedule, prepare and conduct a launch visit prior to the opening of your Franchised Business. (Franchise Agreement, Section 6).

B. Initial Training

You (or your operating principal if you are an entity) must attend and successfully complete our Initial Training Program to our satisfaction prior to commencing operations of your System Business and commence operating within 180 days of signing the Franchise Agreement. We will provide you and up to two (2) additional representative you designate with the Initial Training Program content tuition-free. The Initial Training Program lasts up to three (3) days and is conducted via telephone, webinars and/or videos at our then-current headquarters (or other facility that we designate). If franchisee is a business entity or comprised of multiple individuals, then each franchise owner must attend and successfully complete the Initial Training Program. The primary materials used in connection with the Initial Training Program are contained in our Operations Manual, and we reserve the right to supplement and modify any training materials we deem necessary in our sole discretion. (Franchise Agreement, Sections 5 and 6).

Our Initial Training Program will be at such times and places as may be designated by us. You will be responsible for all costs we incur for training including travel and living expenses. In addition, you and your employees will be responsible for any and all other expenses incurred by them in connection with any such courses including the costs of transportation lodging, meals, wages and worker compensation insurance. (Franchise Agreement, Section 6).

INITIAL TRAINING PROGRAM

SUBJECT	CLASSROOM HOURS	HANDS-ON HOURS	WHERE HELD
Operational Responsibilities, Trade Secrets, Proprietary Information, Company Image, General Policies and Procedures	2.5	-	Joliet, IL Corporate Office Phone/webinar/video
Truck Specifications, Requirements, Proprietary Information, Limitations	1.5	-	Joliet, IL Corporate Office Phone/webinar/video
Designated Territory, Service Area Development	1	1	Joliet, IL Corporate Office Phone/webinar/video
Parent Page and Child Page Development	3	3	Joliet, IL Corporate Office Phone/webinar/video
Pricing, Delivery Zones, Container Pricing	-	1	Joliet, IL Corporate Office Phone/webinar/video
Container Assembly	1	1	Joliet, IL Corporate Office Phone/webinar/video
Lift System Training and Maintenance	1	4	Joliet, IL Corporate Office Phone/webinar/video
Daily Operations	4	4	Joliet, IL Corporate Office

SUBJECT	CLASSROOM HOURS	HANDS-ON HOURS	WHERE HELD
			Phone/webinar/video
Software	2	2	Joliet, IL Corporate Office Phone/webinar/video
Marketing	4	-	Joliet, IL Corporate Office Phone/webinar/video
TOTAL HOURS	**20**	**16**	

The subjects taught and the time periods allocated for each subject may vary based on the experience of the people being trained. We currently offer training classes as needed, and we plan to offer the Initial Training Program as needed throughout the year.

You are responsible for any travel and living expenses that you and your employees (if applicable) incur in connection with any training that we offer, including any applicable employee wages incurred during training. In addition to these costs and expenses, you will be responsible for paying our then-current tuition fee for the Initial Training Program for: (i) any individuals other than you and the two (2) additional representative(s) of your System Business that may attend the program tuition-free; and (ii) any replacement personnel that we may require attend our Initial Training Program. (Franchise Agreement, Section 8.1). Our current Training Fee for additional or replacement trainees is $1,500 per person.

We may also offer additional or refresher training and continuing education from time to time. The additional/refresher training and/or continuing education is optional. These courses may be conducted at our Home Office in Joliet, Illinois or at any other location that we designate. We may charge you and any others who attend this training or continuing education courses our then-current tuition fee for this type of training/education. You are all responsible for all personal expenses in connection with all training programs, including costs and expenses for transportation, lodging, meals, wages and employee benefits. (Franchise Agreement, Section 6).

Our training managers and their years of experience within the industry and with our brand are listed below, but we reserve the right to substitute instructors and use various of our and/or our affiliate's personnel, as well as existing franchisees, to provide instruction. Our training managers may utilize other employees to assist them with all aspects of training.

Training Manager	Years of Experience with Us or Our Affiliate and/or Brand Generally	Years of Experience within the Industry
Brian Born	22 years	22 years
Michael Born	22 years	22 years
Roni Gregori	22 years	22 years

Joe Gregori	8 years	10 years

Failure to complete initial training to our satisfaction within the applicable time period may result in termination of the Franchise Agreement. (Franchise Agreement, Section 17).

We will train any additional or replacement personnel, subject to the availability of our personnel, at our corporate headquarters, or any other location we may select, within a reasonable period of time after we receive your written request. (Franchise Agreement, Section 5). You may, and must only, use those training materials we designate in connection with your training of any other Franchised Business personnel. We expect these to include remote training videos or presentations, along with our then-current Manual. We will provide updated training materials to you as we develop them. All training materials we provide you with will remain our property, and you agree not to challenge our or our affiliates' title or rights in or to the training materials. You may not make any disclosure, duplication, or other unauthorized use of any portion of the training materials. (Franchise Agreement, Section 8).

C. Site Selection Assistance; Time to Open

1. We require that you find a commercial office/warehouse/outside lot located within the Designated Territory, which meets our standards and specifications. You will need approximately 10,000 to 50,000 square feet, which includes office space and storage space for the equipment and inventory. We may (but are under no obligation to): (i) provide you with standards and/or guidelines for your office/warehouse location; and/or (ii) otherwise assist you in locating a suitable location to operate your Franchised Business. (Franchise Agreement, Section 2).

2. We estimate that it will take between 90 and 120 days for you to commence operations of your Franchised Business and complete our Initial Training Program and otherwise comply with all of your other pre-opening obligations under your Franchise Agreement. The actual length of this period will depend upon factors such as whether you can acquire acceptable financing arrangements, our training schedules, and time necessary to obtain zoning permits, licenses, and variances in your area. (Franchise Agreement, Section 6).

3. You must successfully comply and complete all of your pre-opening obligations and open your Franchised Business within 180 days (6 months) of executing your Franchise Agreement or we may terminate your Franchise Agreement upon notice to you. (Franchise Agreement, Section 6).

D. Post-Opening Obligations

After you open your Franchised Business, we will provide you with the following assistance:

1. We may schedule and, if appropriate under the Franchise Agreement, require you, your Designated Manager (if applicable), estimators, installers, and other employees to attend, additional or remedial training courses. We may charge you our then-current tuition fee for you

and any other persons that attend such additional or refresher training, and you will be solely responsible for any and all expenses associated with such training (including travel, lodging, meals, and employee wages incurred). We will provide this training to you and your employees at our corporate headquarters or other training facility we designate. (Franchise Agreement, Sections 5 and 6).

2. We may also provide you with remedial training if we determine, in our sole discretion that you are not complying with our System standards and specifications. The purpose of remedial training is to get you back on track and in compliance with our standards and specifications. (Franchise Agreement, Sections 5, 6 and 8).

3. Upon your request, we may provide on-site training or consultation at the location of your Franchised Business, subject to the availability of our training personnel. In connection with such training, we reserve the right to charge our then-current Training Fee (as disclosed more fully in Item 6 of this Disclosure Document, and you will be responsible for costs and expenses our training personnel incurs in connection any travel, lodging or meal expenses we incur in providing such assistance that is provided at your Franchised Business or otherwise on-location within your Designated Territory. (Franchise Agreement, Section 6).

4. We may, as we deem necessary in our sole discretion, modify and update the System and Operations Manual, including any standards and specifications, and provide you with updated lists of: (i) Approved Products and Services; (ii) Approved Suppliers; and (iii) items you must purchase in accordance with our System standards and specifications (i.e., equipment, fixtures, inventory, and supplies). (Franchise Agreement, Section 5).

5. We will administer and maintain our website as described in further detail below. (Franchise Agreement, Section 9).

6. You may only offer for sale all products and services which we prescribe, and only those products and services. You must offer, use and sell all private label products that we may now, or in the future, designate for sale by System franchises. We are not obligated to assist you in establishing prices, such as setting minimum and/or maximum prices at which you must sell products and services. To the fullest extent permissible under applicable law, we may require you to follow our general pricing guidelines, however you may exercise flexibility in meeting competition with respect to the pricing of Approved Products and Approved Services. (Franchise Agreement, Sections 5 and 6).

7. We will review any alternate supplier or non-approved item you propose for use in connection with your Franchised Business and subsequently approve or deny these proposals as disclosed more fully in Item 8 of this disclosure document. (Franchise Agreement, Section 6).

8. We may conduct periodic inspections and/or audits of your System Business and/or financial records, as we deem advisable in our sole discretion. (Franchise Agreement, Sections 5 and 10).

9. We may provide periodic advice and guidance regarding the ongoing operation of your Franchised Business and/or the use of the Proprietary Marks and System in general, as we deem necessary or advisable in our sole discretion. Our advice and assistance may be provided through meetings, printed materials and/or other media that we may make available to you in the System from time to time, or otherwise by telephone, e-mail or other manner of communication. In certain circumstances, we reserve the right to charge our then-current Tuition Fee in connection with providing such assistance and/or be reimbursed for our reasonable expenses in providing any on-site assistance. (Franchise Agreement, Section 5).

E. Advertising and Marketing

General Obligations

If you wish to use any advertising or promotional materials other than those currently approved for use by System franchisees, then you must submit the materials you wish to use to us for our prior written approval at least 30 days prior to your intended use or publication. We will use commercially reasonable efforts to notify you of our approval or disapproval of your proposed materials within 15 days of the date we receive the proposed materials from you. If you do not receive our written approval during that time period, the proposed materials shall be deemed disapproved. Once approved, you may use the materials unless we withdraw or revoke our approval, which we may do at any time with written notice. All advertising must prominently display the Proprietary Marks and must comply with any standards we establish as specified in the Operations Manual or in any other writing. We may require you to discontinue using any advertising or marketing material within a specified period, and at your own cost and expense. (Franchise Agreement, Section 9). We have not established a national or brand marketing fund. You are not required to contribute to a national marketing fund during the initial term of your Franchise Agreement.

1. Initial Launch Marketing

We may require that you expend between $1,500 and $2,500 on the pre-launch and initial launch promotion, marketing and advertising of your Franchised Business within your Designated Territory, which will usually start about a month prior to your launch and continue through the first few weeks of your initial operations (your "Initial Launch Marketing"). This will be in addition to your Local Advertising Requirement and we may require that you expend any portion of your Initial Launch Marketing funds on services/collateral or other products that we designate and/or require you to acquire from one (1) or more of our Approved Suppliers for such services/products. (Franchise Agreement, Section 9).

2. Advisory Council

We reserve the right to establish an Advisory Council for the purpose of exchanging ideas and problem-solving methods, advising us on expenditures for System-wide advertising, and coordinating franchisee efforts (an "Advisory Council"). Should it be established, the Advisory Council shall act in an advisory capacity only, and we shall have the right to form, change, or dissolve an Advisory Council at any time, as we deem necessary in our sole discretion. (Franchise

Agreement, Section 9). As of the issuance date of this disclosure document, there are no advertising councils composed of franchisees.

3. Local Advertising Requirement (or "LAR")

Your LAR requires that you expend the following amounts on the marketing, advertising and/or other promotional activities we designate or approve within your Designated Territory: (i) $1,500/month over each of the first six (6) months following your initial launch of Franchised Business operations; and (ii) in each subsequent month, the lesser of (a) $1,500, or (b) any smaller amount that you demonstrate you expended over a prior calendar month of operations wherein the Franchised Business achieved and maintained at least a 70% occupancy rate of your then-current System Container inventory throughout that calendar month of operations (the "Local Advertising Requirement"). We may require that you expend all or some portion of your monthly LAR on services and/or content that is acquired from an Approved Supplier we designate in the Manual(s) or otherwise. (Franchise Agreement, Section 9).

4. Regional Cooperative

We have the right, in our sole discretion, to designate any geographical area for purposes of establishing a regional advertising and promotional cooperative, and to determine if you must participate in such a cooperative (each, a "Cooperative"). Any amounts you contribute to such a Cooperative will be credited towards your Local Advertising Requirement. (Franchise Agreement, Section 9).

F. Website and Internet Presence

You must have and maintain adequate hardware and software in order to access the Internet. We have the right to establish and maintain a website that provides information about the System and the products and services offered by System franchises. We currently provide such a website at www.getMIBOX.com. We will have sole discretion and control over it. We also will create interior pages on our website(s) that contain information about your Franchised Business and other System locations, provided the governing form of Franchise Agreement is not subject to termination. We may require you to prepare a portion of the page for the Franchised Business and may require you to use a template that we provide.

Unless you obtain our prior written consent, you are prohibited from establishing or maintaining a separate website. If you seek and obtain our approval to create a separate website or other web presence, you must: (i) establish and operate the website according to our standards and policies as we describe in the Operations Manual or otherwise in writing from time to time; and (ii) utilize any templates that we provide to you to create and/or modify your site(s). We may require you to update the content of any social media and/or networking site at the times.

We have the right to modify our policies regarding both our and your use of Internet websites as we deem necessary or appropriate for the best interests of the System. (Franchise Agreement, Section 12.2.4). We are currently the sole registrant of the domain name www.getMIBOX.com

and we will be the sole registrant of any other domain names we decide to register in connection with the System in the future. Without our prior written approval, you are prohibited from registering any domain name that contains words used in, or similar to, any trademark or service mark owned or used by us or our affiliate, or any colorable variation thereof (including any abbreviation, acronym, phonetic variation or visual variation).
(Franchise Agreement, Sections 5, 7 and 9).

G. Computer Hardware and Software

We reserve the right to specify or require that certain brands, types, makes, and/or models of communications, computer systems, and hardware be used by you, including without limitation: (a) a compatible computer system that complies with our standards and specifications and is capable of operating financial and other business software; (b) printers and other peripheral hardware or devices; (c) archival back-up systems; and (d) Internet access mode and bandwidth (collectively, the “Computer System”). (Franchise Agreement, Section 6).

Presently, you will need computer hardware that meets our Computer System standards and specifications. We also reserve the right, but not the obligation, to develop or have developed for us, or to designate: (a) computer software programs that you must use in connection with any component of the Computer System, including our proprietary CRM software (collectively, the “Required Software”), which you must license from us; (b) updates, supplements, modifications, or enhancements to the Required Software, which you must install at your expense; (c) the tangible media upon which you record data; and (d) the database file structure of the Computer System. At our request, you must purchase or lease, and thereafter maintain, the hardware necessary to support Required Software. You agree, at your own expense, to keep your Computer System in good maintenance and repair and install such additions, changes, modifications, substitutions, and/or replacements to your Computer System or Required Software as we direct from time to time in writing. We estimate that you will spend approximately $500 to $1,500 annually on maintenance and support contracts for your Computer System, which includes upgrades (if any). (Franchise Agreement, Section 7.8). The e-CCM System is a proprietary integrated business management system, which includes customized software, which facilitates the flow of business-related information between us, you, and your customers. The e-CCM System will be managed and maintained by us, a third-party company selected by us, or a combination of both. (Franchise Agreement, Sections 4, 5 and 6).

We may modify the specifications and the components of the Computer System from time to time and may require you to obtain specified computer hardware and/or software, including a license to use proprietary software developed by us or others, as well as service and support contracts for the hardware and software. The Franchise Agreement does not impose a limit as to the number or cost of such changes to the Computer System. The estimated cost of purchasing the Computer System is approximately $1,000 to $3,000. We may require that your Computer System be programmed to automatically transmit data and reports about the operation of the System Business to us. (Franchise Agreement, Sections 4 and 10).

We have the right to independently access, monitor, and retrieve any data you input or collect electronically, to the extent such information relates to the Franchised Business operations, as we determine appropriate. You must deliver to us all access codes, static internet protocol ("IP") addresses and other information, upon our request, to facilitate our access to the data within 30 days of launching your Franchised Business and commencing operations.

We are the sole owners of all databases, lists, templates, programs and any other software components that have been created and/or customized by us using the e-CCM System, Computer System and/or Required Software (the "Proprietary Software"). In the future, we may customize the Proprietary Software and create programs that conduct other activities. You are required to obtain the computer hardware that is necessary to implement the Proprietary Software and comply with all of our specifications and standards as provided in the Operations Manual. This Proprietary Software will be our proprietary product and the information collected from it will be our confidential information. (Franchise Agreement, Section 6).

We reserve the right to require you to participate in any System-wide computer network, intranet system, or extranet system that we implement and may be required to use the computer network, intranet system, or extranet system to, among other things: (i) submit your reports due under the Franchise Agreement to us on-line; (ii) view and print portions of the Operations Manual; (iii) download approved local advertising materials; (iv) communicate with us and other System franchisees; and (v) to complete initial or ongoing training as we designate. You must use the computer network, intranet system or extranet system that strictly complies with the standards, protocols, and restrictions provided in the Operations Manual, including those related to the encryption of confidential information and prohibitions against the transmission of libelous, derogatory or defamatory statements. You will be solely responsible for any licensing and/or maintenance fee(s) associated with any intranet or extranet described above. (Franchise Agreement, Sections 6 , 8 and 10).

H. Maintaining Operational Assets Necessary to Operate Franchised Business

We reserve the right to require you to remodel, re-equip, and otherwise refurbish your Franchised Business, including without limitation, your Lift System, Containers, Approved Vehicle and other operational assets utilized in connection with the provision of the Approved Services, to bring it into conformity with our then-current brand image. (Franchise Agreement, Section 6).

ITEM 12
TERRITORY

Approved Location

You must operate your System Business from an Approved Location, which must be a leased or owned commercial office/warehouse or secure outside lot. Your Approved Location will need approximately 10,000 to 50,000 square feet of secure storage for an office space, as well as storage for equipment, Containers and other inventory. Your Approved Location must be within the Designated Territory granted to you under the Franchise Agreement. You may relocate your

System Business within your Designated Territory with our prior written consent provided that the new location meets our then-current criteria for an Approved Location.

Designated Territory

We will grant you a Designated Territory within which to you will have the right to (a) promote the Franchised Business and actively solicit prospective clientele, and (b) offer and provide the Approved Services via your Franchised Business.

The size of your Designated Territory may vary from other System franchisees based on the location and demographics surrounding your Premises. Typically, a Designated Territory will contain a population of up to 300,000, depending upon geography, demographics, and other factors. The demographics, geography, and other factors we use in defining your Territory are based upon information provided to us by third-party sources that we select in our sole discretion and that, as of the Issue Date, are primarily based on the latest U.S. Census Bureau information made available to the public. We may exclude from the Designated Territory specific geographic areas, zip codes or portions of such areas or zip codes that we determine, in our reasonable business judgment, to be commercially impracticable, geographically inaccessible, restricted, or otherwise not reasonably capable of being serviced by you in accordance with System standards ("Non-Serviceable Areas").

Subject to the rights we reserve, as expressly disclosed below, we will not open or operate, or license a third party the right to open or operate, any other System Business utilizing the Proprietary Marks and System within your Designated Territory. Other System Businesses may complete deliveries to locations within your Designated Territory in connection with delivery orders that originate outside of the Designated Territory. This activity will not be considered a violation of your rights in or to your Designated Territory. Because we reserve the rights disclosed below, your Designated Territory is protected but not considered "exclusive". 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.

You may not solicit, attempt to service or service any customers outside of your Designated Territory without our prior written consent (which may be withheld for any reason). If you solicit or sell products or services outside of the Designated Territory without our prior written consent, in addition to all other rights and remedies available to us for a breach of this agreement, we will have the right to terminate the Franchise Agreement.

We have the right to terminate your Designated Territory or otherwise terminate the Franchise Agreement if your failure to purchase and maintain an inventory of Containers as required by the Franchise Agreement and, if applicable, your Additional Territory Addendum and such default is not timely cured, unless we agree otherwise in writing.

Otherwise, your failure to purchase and maintain the required number of containers as set forth in the Franchise Agreement and, if applicable, your Additional Territory Addendum and failure to cure that default within the afforded Grace Period will result in (a) loss of territorial rights within the Designated Territory, (b) reduction in the size of your Designated Territory, or (c) termination of your Franchise Agreement, as we determine appropriate, upon providing written notice of the same to you.

Potential Designated Territory Adjustment

During the six-month period leading up to the expiration of the Initial Term of your Franchise Agreement (excluding any renewal term), we reserve the right, in our reasonable discretion, to adjust or reduce the size of the Designated Territory (the "Designated Territory Adjustment"), regardless of whether you have purchased Additional Territory or additional Containers beyond the 14 Container requirement, by providing you written notice of such Designated Territory Adjustment. Any such adjustment may result in a Designated Territory sized to support no less than one Container per 3,500 persons, based on then-current population data and System standards, as we determine.

Additional Territory

If, during the Initial Term, you request the right to add additional territory to your Designated Territory (with a minimum of 100,000 residents), you meet our eligibility requirements, and we authorize you to add additional territory to your Designated Territory, you must sign our designated form of Additional Territory Addendum and pay us the non-refundable Additional Territory Fee ($0.15 to $0.20 per person) when you sign the addendum. You will also be required to purchase one additional Container per 3,500 persons in the Additional Territory and you will be required to add an additional seven containers per year for each 100,000 persons within the Additional Territory during the four-year period immediately following the effective date of the Additional Territory Addendum. This opportunity will only be available during the Initial Term. You will not have the right or opportunity to add additional territory during any renewal term. If you fail to satisfy the ongoing Container purchase requirements (one Container per 3,500 persons), we reserve the right to terminate your territory protections within the non-compliant portion (as we determine in our sole discretion) of the Additional Territory and we will have the right to re-assign, remarket or otherwise grant franchise or similar rights in the non-compliant portion of the Additional Territory without paying you any consideration.

Our Reserved Rights

We and our affiliates also reserve the exclusive right to: (i) establish and operate, and license third parties the right to establish and operate, other Businesses utilizing the Proprietary Marks and System at any location outside of the Designated Territory; (ii) acquire, merge with, engage in joint ventures with, or otherwise affiliate with, and thereafter own and operate and franchise others the right to own and operate, any business of any kind, including businesses that offer products that are similar to those provided by a System Business; (iii) open and operate, or license third parties the right to open or operate, businesses that offer products and services similar to the System Business under marks other than the Proprietary Marks anywhere; (iv) use the Proprietary Marks and System, and license others to use the Proprietary Marks and System, to engage in any other activities not expressly prohibited under your Franchise Agreement; and (v) to sell and/or otherwise distribute non-branded Containers anywhere; and (vi) utilize the Proprietary Marks and/or System in connection with any other activities that we are not specifically prohibited from conducting under the terms of your Franchise Agreement.

<u>Alternate Channels of Distribution</u>

We, our affiliates, or third parties may distribute our and our affiliates' products and services in your Designated Territory, including those already developed and those yet to be developed, through alternate channels of distribution that we may choose. These alternate channels of distribution will include, but are not limited to, the sale and distribution of the products and services via the Internet and through joint marketing with partner companies under terms and conditions that we deem appropriate. This does not give you the right to: (i) to distribute such products or services; or (ii) to share in any of the proceeds that a party received through these alternate channels.

<u>Other Relevant Disclosures</u>

We and our affiliate reserve the right to own and operate, or license other parties the right to own and operate, businesses that offer and provide services similar to the Approved Services to customers under a different mark outside your Designate Territory. As disclosed more fully in Item 1 of this Disclosure Document, our affiliate MHC previously entered into agreements with a number of third-party dealers that are still active and that have the right to distribute Containers under the Marks within a defined Dealer Territory. MHC does not offer or grant any new dealer rights as of the date of this Disclosure Document. Except as set forth in this Disclosure Document above, neither we nor any affiliate has (or plans to) conduct activities that involve the provision of services utilizing System Containers. As of the issuance date of this disclosure document, neither we nor any of our affiliates operate or plan to operate franchise businesses under a different trademark that will sell similar goods or services to those of the franchisee.

ITEM 13
TRADEMARKS

You will have the limited right to use the Proprietary Marks we designate for use in connection with the System.

Our affiliate, MI-BOX I.P. LLC, is the owner of the following Proprietary Mark that is registered on the Principal Register of the United States Patent and Trademark Office ("USPTO"):

MARK	REGISTRATION NO.	REGISTRATION DATE	REGISTER
MI-BOX	3,073,509	March 28, 2006	Principal

All required affidavits relating to the Proprietary Marks have been filed. There are currently no effective determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court; no pending interference, opposition or cancellation proceedings; nor any pending material litigation involving any the Proprietary Marks. Currently, there is no litigation pending or otherwise that limits our ability to use or license the Marks to you or any other franchisee. There are no other agreements that will affect our right to use, and license you to use, the Proprietary Marks in any manner material to the System and franchises offered in this disclosure document.

We have licensing rights in and to the Proprietary Marks that were granted by our affiliate, MI-BOX I.P. LLC (the “TM Licensor", pursuant to a license agreement dated November 26, 2019 (the “License Agreement”). Under the License Agreement, we have the perpetual non-exclusive worldwide right to use, and license others the right to use, the Proprietary Marks in the United States. In the event the License Agreement is terminated, your rights to use the Proprietary Marks will not be materially altered. Other than this agreement, there are no other agreements with respect to the Proprietary Marks that will effect our System franchisees’ rights to use the Proprietary Marks in connection with their respective franchises.

Your right to use the Proprietary Marks granted under the Franchise Agreement is non-exclusive, and we retain the right, among others: (i) to use the Proprietary Marks for selling products and services; (ii) to grant others licenses for the Proprietary Marks; and (iii) to develop and establish other systems using the same or similar Proprietary Marks, or any other proprietary marks, and to grant licenses or franchises in those systems without providing any rights to you. You agree that you will not directly or indirectly challenge the ownership or validity of, or otherwise impair, any intellectual property rights we and/or TM Licensor to its trademarks / service marks and agrees that any and all use of the MI-BOX® mark by you shall inure to our benefit.

All your usage of the marks and any goodwill you establish will be for our exclusive benefit and you retain no rights in the Proprietary Marks on the termination or expiration of the Franchise Agreement. You may not use the Proprietary Marks as a part of any corporate or trade name or as part of a domain name, or an electronic address, nor may you use any trade name, trademark, service mark, emblem or logo other than the Proprietary Marks in any other manner, without our prior written consent. You must prominently display the Proprietary Marks on the items we designate, including Container signs and decals. You must obtain fictitious or assumed name registrations we require or under applicable law. You must identify yourself as the owner of the System Business by placing your name on the System Business and on all checks, invoices, receipts, contracts and other documents that bear any of the Proprietary Marks, and on all printed materials your name must be followed by the phrase “a System [or MI-BOX] franchisee” or any other phrase as we direct. Upon termination or expiration of the Franchise Agreement, you are required to de-identify your MI-BOX Business, removing all of our trademarks, logos or other proprietary items from all equipment, Containers, all forms of marketing, including social media, and all print items.

You must immediately notify us of any information that you acquire concerning any use by others of names or marks which are the same, or confusingly or deceptively similar to any of the Proprietary Marks. At our request, you must assist us to protect and maintain our interest in the Proprietary Marks, and we will pay or reimburse your reasonable costs incurred in rendering such assistance, unless we are required to take action to protect our interests because of your wrongful acts or those of any person under your control.

We are not obligated to protect you from the right to continued use of the Proprietary Marks. Although our right to pursue any third-party infringers of our Proprietary Marks is optional, as a company policy, we may elect to aggressively protect our rights under the Proprietary Marks. We are not required to protect you against third party claims of trademark infringement or unfair competition; however, we reserve the right to assist in the defense of such matters.

You must immediately notify us of any apparent infringement or challenge to your use of any Proprietary Mark, or any claim by any person of any rights in any Proprietary Mark. You agree not to communicate with any person other than us, our attorneys of choice and your attorneys in connection with any such claim or challenge. If we choose to take over or control the defense of any claim, or challenge the cost of such defense will be paid by us, provided that if any claim or challenge is caused by your wrongful acts, we may request that you indemnify us for any claims or damages we incur. This includes paying all of our attorneys, experts or other professional fees we may incur to defend any claim or challenge resulting from any of your wrongful acts. In limited instances, if we take over any claim or challenge, we may reimburse you for the reasonable expenses you incur in connection with cooperating with us, as we deem necessary in our sole discretion.

You must modify or discontinue using any of the Proprietary Marks, and add new names, designs, logos or commercial symbols to the Proprietary Marks as we instruct. We may, at our sole discretion, impose changes whenever we believe the change is advisable. We do not have to compensate you for any costs you incur to make the changes we require. You will receive written notice of any change, and will be given a reasonable time to conform to our directions (including changing signage, marketing displays, trade dress and other advertising), at your sole expense.

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

During the term of the Franchise Agreement, you will receive information that we consider trade secrets and confidential information. You may not, during the term of the Franchise Agreement or any time after that, communicate, divulge, or use for the benefit of any other person, partnership, association, corporation, or limited liability company any of these trade secrets, copyrighted materials, methods and other techniques and know-how concerning the operation of a Franchised Business (the "Confidential Information"). You may divulge such Confidential Information only to your employees who must have access to it in order to perform their employment obligations.

We own rights in or licenses to the following patents:

Nature of Patent	Duration of Patent	Type of Patent	Patent Number	Patent Issuance Date	Patent Title
Lift System (System for loading,	20 years from the date of	Invention	8651795	02/18/2014	System for Loading, Handling and

handling and transporting containers)	filing (12/22/2029)				Transporting Containers
New Design Patent for System for loading, handling and transporting containers	20 years from the date of filing (12/07/2030)	Invention	8747048	06/10/2014	System for Loading, Handling and Transporting Containers

There are no material determinations of the United States Patent and Trademark Office regarding any of the above patents. There are no agreements that limit the use of the patents referenced above. We are not contractually obligated to protect the patent or to defend you against claims arising from your use of any of the above patents. We are unaware of any patent infringement that could materially affect the franchisee.

The Franchise Agreement provides that if you, your employees, or principals develop any new concept, process or improvement in the operation or promotion of any System Business, you will promptly notify us and provide us with all necessary related information, without compensation. Any new concept, process or improvement will become our sole property and we will be the sole owner of all patents, patent applications, trademarks, copyrights and other intellectual property rights related to such new concepts. You and your principals will assign to us any rights you may have or acquire in new concepts you or your employees develop, including the right to modify such concept, process or improvement, and otherwise will waive and/or release all rights of restraint and moral rights to any new concepts you or your employees develop. You and your principals agree to assist us in obtaining and enforcing the intellectual property rights to any such concept, process or improvement in any and all countries and further agree to execute and provide us with all necessary documentation for obtaining and enforcing such rights. You and your principals will irrevocably designate and appoint us as your agent and attorney-in-fact to execute and file any such documentation and to do all other lawful acts to further the prosecution and issuance of patents or other intellectual property rights related to any such concept, process or improvement. In the event that these provisions in the Franchise Agreement are found to be invalid or otherwise unenforceable, you and your principals will grant to us a worldwide, perpetual, non-exclusive, fully paid license to use and sublicense the use of the concept, process or improvement to the extent such use or sublicense would, absent the Franchise Agreement, directly or indirectly infringe on your rights to the new concepts.

We may revise any of our copyrighted materials at our discretion and may require that you cease using any outdated item or portion of the Operations Manual.

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

You (or your principals) must devote your personal attention, skill and best efforts to the management and operation of the System Business and to promote and increase the demand for our products and services within the Designated Territory. You may employ a manager to manage the day-to-day operations of the System Business (the "Designated Manager"), provided the Designated Manager successfully completes our Initial Training Program before assuming any managerial responsibility. We do not require that your Designated Manager have a certain ownership percentage with regards to any business entity you form to own and operate your franchise.

The System Business must, at all times, be staffed with at least one individual who has successfully completed the Initial Training Program. In the event that a Designated Manager resigns or is otherwise terminated, the replacement must be trained pursuant to our then-current standards. The new Designated Manager must successfully complete training within 30 days of hiring. Unless we agree otherwise in a separate writing, the Designated Manager will be expected to provide its full-time attention to the day-to-day operation of the Franchised Business in a manner that ensures that Business and its personnel meet all prospective and existing Client demand.

You must require your managers and other key employees to sign our then-current form of Confidentiality and Restrictive Covenant Agreement, where these individuals agree that they will maintain the confidentiality of information they receive in connection with their employment and restrict their right to work for a competitor while they are employed by you. This agreement will identify us as a third-party beneficiary to the agreement and will give us independent enforcement rights. It is important that you understand that, as an independent franchisee owner, there is no agreement we will enter into with you that will, or may be construed to, create any kind of employer-employee or joint employer relationship between (a) us, and (b) you and your Business personnel.

Your spouse is required to sign a personal guarantee guaranteeing the performance of the franchisee under the Franchise Agreement, including the confidentiality and non-competition obligations

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer for sale all products and services which we prescribe and only those products and services which we prescribe, unless we give you written authorization stating otherwise. You may not offer any other products or services for sale without having received our prior written authorization. You must at all times maintain sufficient levels of inventory as specified in the Operations Manual, to adequately satisfy consumer demand. You must offer, use and sell all private label products which we may now or in the future designate for sale by System franchisees.

All products and services you use or offer for sale from your Franchised Business must comply with our standards and specifications. Our standards and specifications are set forth in the Operations Manual, which is revised from time to time. You are responsible for ensuring that your Franchised Business always meets these standards. We have the right to inspect your Franchised Business or attend a project site for quality control purposes. We have the right to change our System from time to time.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION
THE FRANCHISE RELATIONSHIP

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

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
a. Length of the franchise term	3(A)	10 years, which will commence on the date we execute the Franchise Agreement. If you and we enter into an Additional Territory Addendum during the Initial Term, the Initial Term will be extended to expire on the 10-year anniversary of the effective date of the Additional Territory Addendum.
b. Renewal or extension of term	3(B)	Franchisee will have the right to request renewal for up to two (2) additional 10-year terms, provided Franchisee satisfies the renewal conditions set forth in the current form of franchise agreement. Upon expiration of the third renewal term, if exercised, the parties may determine to mutually enter into another franchise agreement to continue operations of the Franchised Business, provided both parties are agreeable to doing so.
c. Requirements for franchisee to renew or extend	3(B)	You must: (i) provide notice of your renewal no fewer than 12 months and no greater than 18 months prior to the end of the term; (ii) demonstrate to our satisfaction that you have the right to operate the System Business at the Approved Location or a location that is acceptable to us; (iii) complete to our satisfaction, no later 90 days prior to expiration of your then-current term, all maintenance, refurbishing, renovating, updating and remodeling of the System Business premises, as well as any updated to require hardware and software, as necessary to bring the System Business and all equipment into full compliance with our then-current System standards and specifications for new franchisees; (iv) not be in breach of any provision of the Franchise Agreement, or any other agreement with us or our affiliate Approved Suppliers; (v) satisfy all monetary obligations you have to us, our affiliates, and approved or designated suppliers/vendors; (vi) execute our then-current form of franchise agreement, the terms of which may materially vary from the terms of your current Franchise Agreement; (vii) satisfy our then-current training requirements; (viii) execute a general release in favor of us and our affiliates in the form we prescribe; and (ix) pay the applicable Renewal Fee (as disclosed more fully in Item 6).

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
d. Termination by franchisee	Not Applicable.	Not Applicable.
e. Termination by franchisor without cause	Not Applicable.	Not Applicable.
f. Termination by franchisor with cause	Section 15(A)-(C)	We may terminate your agreement upon your default and, in some instances, failure to cure. Termination is effective upon delivery of written notice, except as otherwise provided in the Franchise Agreement.
g. "Cause" defined – curable defaults	Section 15(C)	The following are curable defaults under the Franchise Agreement, provided you cure the default within 30 days of our notice of: (i) your failure to pay any sums due us, our affiliates or any of our System suppliers/vendors; (ii) your failure to immediately endorse and deliver to us any payments due us from any third party that are erroneously made to you; (iii) your failure to maintain sufficient levels of materials and other supplies; (iv) your failure to supervise day-to-day operations or fail to employ a sufficient number of qualified, competent personnel as we prescribe; (v) you failure to maintain the strict quality controls reasonably required by this Agreement and/or the Operations Manual; (vi) your failure to procure or maintain any licenses, certification or permits necessary for the operation of the System Business; and (vii) any other default or violation in connection with the Franchise Agreement or Franchised Business that is not specifically set forth in Sections 15(A) or 15(B) of your Franchise Agreement (as disclosed more fully in this Item below).
h. "Cause" defined – non-curable defaults	Section 15(A) Section 15(B)	The Franchise Agreement will automatically terminate without notice or opportunity to cure upon the occurrence of any of the following: (i) if you make an assignment for the benefit of creditors, file a voluntary petition in bankruptcy, are adjudicated bankrupt or insolvent, file or acquiesce in the filing of a petition seeking reorganization or arrangement under any federal or state bankruptcy or insolvency law, or consent to or acquiesce in the appointment of a trustee or receiver for you or the Franchised Business; or (ii) if proceedings are commenced to have you adjudicated bankrupt or seek your reorganization under any state or federal bankruptcy or insolvency law and such proceeding are not dismissed within 60 days, or a trustee is appointed for you or the System Business without your consent and the appointment is not vacated within 60 days; or (iii) you fail to notify us of any sale of containers, Lift System(s) or transfer of your Franchised Business. We have the right to terminate the Franchise Agreement upon notice and without opportunity to cure upon the occurrence of any of the following defaults: (i) you or one of your principal(s) are convicted of, or plead guilty or no contest to, a felony or other offense related to the operation of the System Business or which we believe, in our sole discretion, is likely to have an adverse effect on our Proprietary Marks or the goodwill associated therewith; (ii) you or your principal(s) commit any fraud or misrepresentation

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
		in the operation of the System Business, including a misrepresentation (financial or otherwise) made in completing your franchise application; (iii) if you or any of your principals, guarantors or agents engage in activity or conduct that materially impairs the goodwill associated with the System or Proprietary Marks and fails to cease and correct such activities or conducts within 48 hours of being notified of this breach; (iv) if you or your principals make any misrepresentation or omission in connection with your franchise application, including but not limited to any financial misrepresentation; (v) if you fail to complete the Initial Training Program in the required time period; (vi) your material breach under any other agreement with us or our affiliates, or threaten any material breach of these agreements, and fail to cure such breach within the prescribed time period set forth in that agreement; (vii) your or your principals misuse of our Proprietary Marks or Confidential Information in any manner; (viii) your or your principals disclose any contents of the Operations Manual, Confidential Information, and/or our trade secrets you are provided with access to as part of the System and franchise license; (ix) your violation of any law, ordinance or regulation, as well as your operation of the System Business in a manner that presents a health or safety hazard to customers or the general public; (x) your violation of the any of the restrictive covenants set forth in the Franchise Agreement; (xi) if a levy or writ of attachment or execution or any other lien is placed against you or any of your principals or any of their assets which are not released or bonded against within 30 days; (xii) if you voluntarily or otherwise abandon the operations and/or management of your Franchised Business; (xiii) if you make any unauthorized transfers of the Franchised Business or operating assets or ownership in you (if you are an entity); (xiv) if you order or purchase Containers, Lift Systems and/or any other primary equipment or inventory for which we have designated an Approved Supplier from an unapproved or alternative source; (xv) you misuse, or make unauthorized use of, any Proprietary Software that we may develop; (xvi) your failure to maintain the required insurance or repay us for insurance we paid for you; (xvii) if you fail, within 30 calendar days after notification of non-compliance by federal/state/local government authorities, to comply with any law or regulation applicable to the System Business; (xviii) if the government takes any action against you that results in an obligation upon us that we believe is uneconomical, not in our best interest, or which would result in having an unintended relationship or obligation; (xix) if there are insufficient funds in your EFT bank account (or checking account if paying via check) to cover any payment to us two or more times in any twelve month period (if you have agreed to pay via EFT); (xx) if you fail to commence operations within the required time period; and/or (xxi) if you operate or conduct business outside of the Designated Territory without prior, written approval from Franchisor.
i. Franchisee's obligations on termination/non-renewal	Section 16	Upon termination or expiration of the Franchise Agreement, your obligations include: (i) immediately cease all operations of the Franchised Business; (ii) immediately pay all amounts owed to us, our affiliates and our major suppliers and vendors; (iii) immediately discontinue using the Proprietary Marks; (iv)

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
		immediately cease using the Required Software, Confidential Information, System and Operations Manual, and within 10 days return all proprietary and confidential materials; (v) immediately cease use of all telephone and facsimile numbers, and related listing, as well as any permitted domain names and/or Social Media Pages, that were used in connection with the System Business (collectively, the "Assigned Property") and take all necessary steps to assign the Assigned Property to us or our designee; (vii) within 10 days, destroy of all stationery, printer matter, signs, advertising materials and other items containing our Proprietary Marks; (viii) cease/stop holding yourself or the System Business out as part of our System; (ix) cease all contact with MI-BOX customers for purposes of any competition or competitive activity similar to the Approved Services or use of Containers; (x) take all actions necessary to amend or cancel any assumed name, business name or equivalent registration that contains any trade name or Proprietary Mark, and furnish evidence to us that you have complied with this obligation within 15 days; (xi) permit us to make a final inspection of your financial records, books and other accounting records within one month of the termination/expiration of your Franchise Agreement; (xii) comply with your post-term restrictive covenants set forth in Section 17 of the Franchise Agreement; (xiii) cease advertising or using in other any other manner any methods, procedures or techniques associated with us or the System; (xiv) de-identify all items and equipment, including containers and vehicles used in connection with the Franchised Business; and (xv) execute from time to time any necessary papers, documents, and assurances to effectuate Section 16 of the Franchise Agreement.
j. Franchisor's right to transfer	Section 13(G)	There are no restrictions on our right to sell, transfer, or assign the Franchise Agreement.
k. "Transfer" by franchisee - defined	Section 13(C)	You, or any of your principals,' assignment, sale, gift, pledge or other disposition of any interest in the Franchise Agreement or the System Business (whether voluntary or involuntary, direct or indirect).
l. Franchisor approval of transfer by franchisee	Section 13(A)	Any transfer requires our prior written consent.

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
m. Conditions for franchisor approval of transfer	Section 13(E)	Our approval of a proposed transfer is conditioned upon the satisfaction of the following conditions, as applicable: (i) all of your accrued monetary obligations to us, our affiliates, suppliers, and vendors have been paid; (ii) you have cured all existing defaults under the Franchise Agreement, and any other agreement with us our affiliates and designated/approved suppliers, within the time period permitted for cure and have substantially complied with these agreements during their respective terms; (iii) you and your principals and the transferee (if it had any prior relationship with us or our affiliates) must execute a general release under seal in favor of us and our affiliates (including our officers, directors, shareholders and employees, in their corporate and individual capacities) in the form we prescribe; (iv) you or the transferee has provided us with a copy of the executed purchase agreement for the System Business, as well as all other documents relevant to the transaction, and we agree to the terms of the agreement; (v) transferee must satisfactorily demonstrate to us, in our sole discretion, that it meets our educational, managerial and business standards to operate the System Business; (vi) transferee must execute our then-current form of franchise agreement, which may contain materially different terms than your Franchise Agreement, and assume a full term as set forth in the then-current form of franchise agreement for new franchisees; or, at our option, entering into an assignment and assumption of your Franchised Business, Franchise Agreement and all rights and obligations thereunder; (vii) you and transferee must pay us our transfer and training fees; (viii) transferee must satisfactorily complete our Initial Training Program at its own expense within the time frame we set forth; (ix) you, your principals and members of their respective immediate families must comply with the post-termination provisions of the Franchise Agreement; (x) transferee must obtain and maintain all permits and licenses required for the operation of the System Business within the time limits we set; (xi) if you are operating from a lease location, the lessor of that location may need to approve the assignment of the lease to the transferee; (xii) the transfer must comply with any state and federal laws that apply to the transfer; (xiii) you must insure that all projects in progress at the time of the transfer will be continued without interruption, and the transferee must promptly notify all current customers of the change in ownership; (xiv) the purchase price and its terms are not overly burdensome; (xv) you must request that we provide the transferee with our current form of disclosure documents; (xvi) our approval of your transfer does not constitute a waiver of any claims we might have against you; (xvii) we may disclose to any prospective transferee financial information concerning you and your System Business which you have supplied to us under the Franchise Agreement; and (xviii) we may withhold or condition our consent to any transfer as we deem appropriate based on the circumstances of the transfer or otherwise. You do not need to pay a transfer fee if you are an individual and you wish to transfer the Franchise Agreement to a corporation or limited liability company, provided the following conditions are met: (i) the business entity is newly organized and its activities are confined to operating the Franchised Business;

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
		(ii) you remain, at all times, the owner of at least fifty-one percent (51%) of the outstanding shares of the corporation or limited liability company; (iii) the business entity agrees to assume all of your obligations under the Franchise Agreement; and (iv) at our request, you provide all true and correct copies of any documents and contracts governing the rights, obligations, and powers of the owners.
n. Franchisor's right of first refusal to acquire franchisee's business	Section 13(D)	We have the right to match any bona fide third-party offer to buy your franchise rights, assets or controlling interest that is the subject of a proposed transfer (other than a transfer from an individual franchisee to a business entity as described in Section 14.4 of the Franchise Agreement). We may exercise this right of first refusal within 30 days of the date you provide us with a copy of the third-party offer and any other information that we request. If we do not exercise this option, you must complete the transfer to the third-party within 120 days, subject to the conditions set forth in Section 14.3.2. Otherwise, we will once again have our right of first refusal.
o. Franchisor's option to purchase franchisee's business	Section 15 Section 16(H) As negotiated with System franchisees on case-by-case basis	Upon expiration of termination of the Franchise Agreement for any reason, we have an irremovable right and option to purchase all or any portion of the System Containers, Lift System, Approved Vehicle(s) and/or other operating assets that were used in connection with the operation of the former Franchised Business (collectively, the "Operating Assets"). In order to exercise this option, Franchisor must provide Franchisee with notice that it wishes to acquire certain, specific Operating Assets at the then-current net depreciated book value for those assets (the "Applicable Notice") within 30 days of the date the Franchise Agreement at issue expires or terminates. Franchisee must then take the steps necessary to sell, assign and otherwise convey all of its rights, title and interest in and to such Operating Assets, as well as possession thereof, within the 60-day period following such Applicable Notice, with Franchisee ensuring that Franchisor is provided all standard representations regarding Franchisee's ownership and title to the Operating Assets being sold/assigned and otherwise regarding such assets. Upon your termination, we may purchase personal property used in connection with the operation of the System Business by: (i) providing you with notice of our election to do so within 60 calendar days of the expiration/termination of your Franchise Agreement; and (ii) pay you the market value for such personal property within 60 days of providing you with this notice. At any point after your first five (5) years of operation, we have the option, but not the obligation, to purchase the assets (excluding cash and receivables) of your Franchised Business (the "Assets"). The purchase price (the "Purchase Price") will be seven times (7x) the following: your Calendar Year earnings before interest, taxes, depreciation, and amortization ("EBITDA"). For purposes of Section 14.6, a "Calendar Year" is defined as the twelve (12) complete months prior to the month in which we choose to exercise the

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
		Option. For purposes of Section 14.6 only, "earnings" is defined as net income after deducting all operating expenses, including the Container Royalty, and all other advertising expenses. We will notify you in writing under the notice provision stated in Section 21 of the Franchise Agreement of our intent to exercise the Option. After providing you with notice, we will have a 120-day period within which to conduct our due diligence upon the Assets. In the event that we elect to purchase the Assets after the satisfactory conclusion of our due diligence, we will have an additional sixty (60) days from the completion of due diligence within which to tender the Purchase Price and close on the transaction ("Closing"). At Closing you must deliver possession and title to the Assets to us, free and clear of all liens and encumbrances. We can rescind our election to exercise the Option at any time prior to Closing. Our failure to exercise the Option on one or more occasions does not preclude us from exercising the Option at a later date. We will not assume any liabilities unless expressly identified. We will be entitled to offset the Purchase Price by (i) any amounts you owe us; and (ii) any liabilities (contingent or otherwise) which we agree at our absolute discretion, to undertake in connection with exercising the Option. We will be entitled to all customary warranties and representations in connection with our purchase of the Assets, including, without limitation, representations and warranties as to ownership and condition of and title to the Assets; liens and encumbrances on the Assets; validity of contracts and agreements; and liabilities affecting the Assets, contingent or otherwise. In consideration of the Purchase Price, you must also, at our option, assign or transfer any interest you have in the lease for the Franchisee Location or permit in connection with the operation of the Franchised Business, at your cost. You must execute all documents reasonably necessary to effectuate such assignments or transfers. In the event we exercise the Option, the Franchise Agreement will be deemed terminated, and you to comply with the confidentiality provision set in Section 5 of the Franchise Agreement, as well as the post term obligations in Section 16 of the Franchise Agreement and the covenants against competition in Section 17 of the Franchise Agreement. The parties acknowledge and agree that the Option and the Purchase Price are fair and reasonable.
p. Death or disability of franchisee	Section 13(B)	Upon the death, disability, physical or mental incapacity of any person with an interest in the Franchise Agreement, the franchisee, or in all or substantially all of the assets of the System Business, the personal representative of such person shall have the right to continue operation of the System Business if: (i) within 180 days from the death/disability/incapacity, the representative meets our then-current standards to own a System Business, and has obtained our prior written approval and has executed our then-current form of franchise agreement for the unexpired terms of the franchise, or has otherwise furnished a personal guaranty of any business entity franchisee's obligations to us and our affiliates; and (ii) this person successfully completes our then-current Initial Training Program, which will be provided at our then-current training tuition rate. In the case of a transfer by demise or inheritance, if the heirs or beneficiaries of any deceased person are unable to meet the aforementioned

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
		conditions, the personal representative of the deceased ffranchisee will have a reasonable time, in our sole discretion and not to exceed 180 days from the date or transfer by demise or inheritance, to dispose of the deceased's interest in the System Business subject to all the terms of the Franchise Agreement. If the interest is not disposed of in the manner and time frame provided in the immediately preceding sentence, then we may terminate the Franchise Agreement. We may, but are not obligated to, operate the System Business during the 180-day period following the death/incapacity/disability, and we may pay ourselves a reasonable amount to reimburse us for providing management services and our other costs.
q. Non-competition covenants during the term of the franchise	Section 14(A)	No operation of, or other involvement in connection with, a Competing Business or other competitive activities during the term of the Agreement. In certain instances, we may permit a System franchisee to continue its ownership and operation of that franchisee's existing business that was actively operating as of the date the parties entered into a Franchise Agreement (the "Existing Business") pursuant to the terms of a franchisee-specific addendum to that agreement that carves out such operation as constituting a Competing Business, subject to the terms and conditions the parties mutually agree upon prior to signing that Franchise Agreement.
r. Non-competition covenants after the franchise is terminated or expires	Section 14(B)	At all times following the termination or expiration of the Franchise Agreement for any reason, Franchisee and its guarantors/principals/affiliates may not (a) use the Lift System in any competitive manner, or (b) utilize any System Containers unless they are entirely de-branded and otherwise modified to remove all trade dress associated with the System as of the date the Franchise Agreement expires and/or is terminated. For a period of two (2) years following the expiration or termination of the applicable party's relationship with Franchisor, Franchisee and its guarantors/principals/affiliates may not: (i) solicit any existing or prospective Client(s) of the former Franchised Business for any competitive purpose; or (ii) solicit of any of Franchisor's Approved Suppliers or other vendors that you became acquainted with via the Franchised Business operations for any competitive purpose. For a period of two (2) years after the expiration and nonrenewal, transfer or termination of the Franchise Agreement, regardless of the cause, neither Franchisee, its principals, owners and guarantors, nor any member of the immediate family of Franchisee, its principals, owners or guarantors, may, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation, be involved with any business that competes in whole or in part with Franchisor by offering or granting licenses or franchises, or establishing joint ventures, for the ownership or operation of a Competing Business. The geographic scope of the covenant contained in this Section is: (i) any location where Franchisor

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
		can demonstrate it has offered or sold franchises as of the date this Agreement is terminated or expires; (ii) within the Designated Territory; (iii) within a 25-mile radius of the Designated Territory; (iv) within the designated territory of any other System franchisee or licensee; and/or (v) within a 25-mile radius of the designated territory of any other System franchisee or licensee.
s. Modification of the agreement	Section 23	The Franchise Agreement may not be modified except by a written agreement that both of us sign.
t. Integration/ merger clause	Section 23(A)	Only the terms of the Franchise Agreement and the Franchise Disclosure Document are binding (subject to state law). Any representations or promises made outside of the disclosure document and franchise agreement may not be enforceable. Nothing in the Franchise Agreement or any related agreement is intended to disclaim the representations we made in this Disclosure Document.
u. Dispute resolution by arbitration or mediation	Sections 21(B) Section 21(C)	You must first bring any claim that is between us to the attention of our management. You must first exhaust our internal dispute resolution procedures before you may bring your dispute before a third party. The requirement that you must first attempt to resolve disputes internally will survive the termination or expiration of your term. At our option, any disputes and claims that are not resolved by Internal Dispute Resolution must, at our option, be submitted to mediation. The mediation will take place at Franchisor's headquarters (currently in Illinois), under the auspices of the American Arbitration Association ("AAA") in accordance with the AAA's Commercial Mediation Rules then in effect. Before commencing any legal action against us or our affiliates with respect to any such claim or dispute, you must submit a notice to us, which specifies, in detail, the precise nature and grounds of such claim or dispute. Once we receive your notice, we will have 30 days to notify you as to whether we or our affiliates elect to exercise the option to submit such claim or dispute to mediation. You may not commence any action against us or our affiliates regarding any claim or dispute in any court unless we fail to exercise our option to submit the claim or dispute to mediation, or such mediation proceedings have been terminated either: (i) as the result of a written declaration of the mediator(s) that further mediation efforts are not worthwhile; or (ii) as a result of a written declaration by us. Our right to mediation, as set forth herein, may be specifically enforced by us. Each party shall bear its own cost of mediation, except that we will share the mediator's fees with you equally. This agreement to mediate will survive any termination or expiration of the Franchise Agreement. The parties shall not be required to first attempt to mediate a controversy, dispute, or claim through mediation if such controversy, dispute, or claim relates to an allegation that a party has violated (or threatens to violate, or

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
		poses an imminent risk of violating): (i) any federally protected intellectual property rights in the Proprietary Marks, the System, or in any Confidential Information; (ii) any claims pertaining to or arising out of any warranty issue; or (iii) any of the restrictive covenants contained in the Franchise Agreement.
v. Choice of forum	Section 21(E)	Subject to Sections 21(B)-(D) of the Agreement, claims and/or disputes must only be brought in a competent court of general jurisdiction located in Illinois or, if appropriate, the United States District Court for the Northern District of Illinois (subject to state law) as determined solely by Franchisor.
w. Choice of law	Section 21(A)	Illinois law governs all claims arising out of the Franchise Agreement, without reference to its conflicts of law provisions.

ITEM 18
PUBLIC FIGURES

We do not currently use any public figure to promote our System.

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 Item 19 may be given only if: (1) a franchisor provides the actual records of 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.

HISTORICAL FINANCIAL PERFORMANCE REPRESENTATION

As of the Issue Date of this Disclosure Document, there were ten Franchised Businesses in operation and one affiliate-owned and operated Mi-Box business in operation. All ten of the Franchised Businesses were previously Dealers that converted to Franchised Businesses. Three of the Franchised Businesses converted from Dealers to Franchised Businesses during the 2025 calendar year and because these Franchised Businesses were not in full operations as System franchisees for the entire 2025 calendar year, they were excluded from the results presented in this Item 19 (the "2025 Converted Dealers").

As of the Issue Date, five of the seven Franchised Businesses that were in operation as Franchised Businesses for the entire 2025 calendar year provided us with the financial reports we requested to compile this Item 19 financial performance representation. Two of these seven Franchised

Businesses failed to provide any financial reports to us (including the reports we requested) and were therefore excluded from the results presented in this Item 19 (the "Excluded Businesses").

The affiliate-owned and operated Mi-Box business has been operating in Joliet, Illinois since 2004 and operates in a substantially similar manner as compared to the Franchised Business offered under this Disclosure Document and provides the same primary Approved Services and Approved Products to clientele within its territory (the "Affiliate Business").

The historical financial performance information presented in this Item 19 includes the following information for each of the five Franchised Businesses and the Affiliate Business (collectively, the "Item 19 Businesses"): (i) total monthly Gross Revenue derived from the rental of Containers during the period January 1, 2025 through December 31, 2025 (the "Reporting Period"), as reported to us by the Item 19 Businesses; (ii) total number of Containers rented each month during the Reporting Period; and (iii) the average Gross Revenue per Container rented each month during the Reporting Period. With the exception of the Excluded Businesses and the 2025 Converted Dealers, we did not exclude any Franchised Businesses were open and operating pursuant to a franchise agreement with us as of December 31, 2025.

Only the Businesses below have sold this much. There is no guarantee that you will sell as much in connection with your Franchised Business.

This information was provided to us by the owners of each of the Item 19 Businesses. We have not audited or independently verified this reported information.

Table 1: Dallas, Texas

2025 Month of Operations	Total Monthly Gross Revenue	Containers Rented*	Average Monthly Gross Revenue per Rented Container
Jan	$33,212.32	120	$276.77
Feb	$38,314.18	134	$285.93
March	$38,002.91	144	$263.91
April	$35,895.26	143	$251.02
May	$34,561.04	135	$256.01
June	$32,031.01	123	$260.41
July	$33,816.46	120	$281.80
Aug	$33,733.96	119	$280.45
Sept	$38,440.89	129	$297.99
Oct	$37,354.63	130	$297.99
Nov	$34,308.73	119	$287.34
Dec	$36,329.65	131	$277.33
Total Over 2025 CY	**$425,641.04**	**1547**	**$275.14**

**The Dallas, Texas Franchised Business first launched its business in 2022, only utilizes 16-foot containers and operates in the Dallas, Texas Territory, servicing clients that are generally located within a one-hour drive time from the franchisee's business location.*

Table 2: Colorado Springs, Colorado

2025 Month of Operations	Total Monthly Gross Revenue	Containers Rented*	Average Monthly Gross Revenue per Rented Container
Jan	$31,475.00	108	$291.44
Feb	$27,311.00	119	$229.50
Mar	$32,151.00	126	$255.17
Apr	$28,451.00	130	$218.85
May	$21,451.00	131	$163.75
Jun	$29,037.00	135	$215.09
Jul	$33,874.00	144	$235.24
Aug	$26,657.00	134	$198.93
Sep	$30,935.00	127	$243.58
Oct	$23,523.00	109	$215.81
Nov	$20,000.00	108	$185.19
Dec	$22,607.00	97	$233.06
Total Over 2025 CY	**$327,472.00**	**1,468**	**$223.80**

**The Colorado Springs, Colorado Franchised Business first commenced operation as a Dealer in 2014, signed a Franchise Agreement with us in March of 2024 and converted its Dealer business to a Franchised Business. This Franchised Business is a mature business, having been in operation for approximately 10 years and uses only 16ft. containers. The Dealer business operated by this Franchisee prior to the conversion in 2024 was substantially similar to the business operated under the Franchise Agreement. This franchisee operates in the Colorado Springs area and services clients that are generally located within a one-hour drive time from the franchisee's business location.*

Table 3: San Diego County, California

2025 Month of Operations	Total Monthly Gross Revenue	Containers Rented*	Average Monthly Gross Revenue per Rented Container
Jan	$195,069.00	518	$376.58
Feb	$212,867.00	540	$394.19
Mar	$198,741.00	565	$351.75
Apr	$205,604.00	537	$388.23
May	$211,812.00	549	$374.50
Jun	$185,269.00	540	$343.09
Jul	$199,670.00	544	$367.04
Aug	$201,886.00	536	$376.65
Sep	$199,620.00	560	$356.46
Oct	$202,622.00	524	$386.83
Nov	$194,964.00	529	$368.55
Dec	$190,857.00	512	$372.76
Total Over 2025 CY	**$2,398,981.00**	**6,454**	**$371.39**

**The San Diego County, California Franchised Business first commenced operation as a Dealer in 2016, signed a Franchise Agreement with us in February of 2024 and converted its Dealer business to a Franchised Business. This Franchised Business is a mature business, having been in operation for approximately 10 years and used 8ft., 16ft. and 20ft. containers. The Dealer business operated by this Franchisee prior to the conversion in 2024 was substantially similar to the business operated under the Franchise Agreement. This Franchised Business services clients that are generally located within a 45-minute to a one-hour drive time from the franchisee's business location.*

Table 4: Affiliate Business: Joliet, IL

2025 Month of Operations	Total Monthly Gross Revenue	Containers Rented*	Average Monthly Gross Revenue per Rented Container
Jan	$36,790.19	148	$248.58
Feb	$26,221.31	139	$188.64
Mar	$29,222.33	152	$192.25
Apr	$31,556.24	154	$204.91
May	$33,092.64	159	$208.13
Jun	$35,837.68	171	$209.58
Jul	$36,563.67	152	$240.55

Aug	$30,125.68	183	$164.62
Sep	$29,110.42	140	$207.93
Oct	$29,960.20	135	$221.93
Nov	$35,755.03	153	$233.69
Dec	$38,035.92	128	$297.16
Total Over 2025 CY	**$392,271.31**	**1,814**	**$218.16**

**The Affiliate Business has been in operation since 2004 and is a mature operation. The Affiliate Business provides services in the Joliet, Illinois area and services clients that are generally located within a one-hour drive time from the franchisee's business location. The Affiliate Business also offers and provides System Containers that are 12-foot in size, which we do not expect or intend our System franchisees to purchase, utilize or lease as part of their Franchised Business. Currently, our standard franchise offering assumes that a System franchisee will have 8-foot, 16-foot and 20-foot System Containers to make up their inventory of Approved Products to lease to third-party clientele.*

Table 5: Central Jersey, New Jersey

2025 Month of Operations	Total Monthly Gross Revenue	Containers Rented*	Average Monthly Gross Revenue per Rented Container
Jan	$79,416.00	361	$219.99
Feb	$74,882.00	389	$192.50
Mar	$81,710.00	371	$220.24
Apr	$69,192.00	344	$201.14
May	$77,341.00	340	$227.47
Jun	$68,958.00	317	$217.53
Jul	$55,604.00	327	$170.04
Aug	$68,418.00	335	$204.23
Sep	$64,916.00	353	$183.90
Oct	$70,874.00	359	$197.42
Nov	$73,004.00	362	$201.67
Dec	$59,307.00	391	$151.68
Total Over 2025 CY	**$843,622.00**	**4,249**	**$198.98**

**The Central Jersey Franchised Business first commenced operation as a Dealer in 2016, signed a Franchise Agreement with us in June of 2024 and converted its Dealer business to a Franchised Business. This Franchised Business is a mature business, having been in operation for approximately 9 years and used 8ft., 16ft. And 20ft. Containers. The Dealer business operated by this Franchisee prior to the conversion in 2024 was substantially similar to the business operated under the Franchise Agreement. This Franchised Business services clients that are generally located within a 45-minute to a one-hour drive time from the franchisee's business location.*

Table 6: MI-MOX NWI, Northwest Indiana

2025 Month of Operations	Total Monthly Gross Revenue	Containers Rented*	Average Monthly Gross Revenue per Rented Container
Jan	$36,054.52	123	$293.13
Feb	$34,712.45	124	$279.94
Mar	$33,558.13	116	$289.29
Apr	$44,779.85	120	$373.17
May	$47,484.14	134	$354.36
Jun	$47,950.44	139	$344.97
Jul	$42,552.14	133	$319.94
Aug	$40,723.27	135	$301.65
Sep	$48,549.72	146	$332.53
Oct	$50,446.38	150	$336.31
Nov	$42,417.47	149	$284.68
Dec	$43,531.24	129	$337.45
Total Over 2025 CY	**$512,759.75**	**1,598**	**$320.62**

**The NWI Indiana Franchised Business first commenced operation as a Dealer in 2016, signed a Franchise Agreement with us in October of 2024 and converted its Dealer business to a Franchised Business. This Franchised Business is a mature business, having been in operation for approximately 10 years and used 8ft., 16ft. And 20ft. Containers. The Dealer business operated by this Franchisee prior to the conversion in 2024 was substantially similar to the business operated under the Franchise Agreement. This Franchised Business services clients that are generally located within a 45-minute to a one-hour drive time from the franchisee's business location.*

Explanatory Notes

1. *Gross Revenues.* The term Gross Revenues means the total monthly revenues generated in each month, as reported to us by the Item 19 Businesses.

2. *Containers Rented.* The term "Containers Rented" means the number of Containers that were rented or leased by a customer of the applicable Item 19 Business at some point during the calendar month detailed in the Charts above.

3. *Average Monthly Gross Revenue per Rented Container.* For each calendar month, the term "Average Revenue per Rented Container" is calculated by taking (a) the Total Revenue generated over that calendar month and dividing that figure by (b) the Rented Container figure for that same calendar month of operations.

Except as provided above in this Item, we do not make any financial performance representations. We also do not authorize our employees or representatives to make any such either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Michael Born at MI-BOX, L.L.C., 511 Oak Leaf Court, Suite B, Joliet, IL 60436 and (815) 729-2403, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

TABLE 1
System-wide Outlet* Summary
For Fiscal Years 2023, 2024 and 2025

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2023	1	2	+1
	2024	2	7	+5
	2025	7	10	+3
Company/Affiliate Owned	2023	1	1	0
	2024	1	1	0
	2025	1	1	0
Total Outlets	2023	3	3	+1
	2024	3	8	+5
	2025	8	11	+3

***As disclosed in Item 1, our affiliate previously offered dealership opportunities under the Proprietary Marks. As of the December 31, 2025, there were 28 Dealers. These Dealers have not signed franchise agreements with us and are therefore not listed as franchised outlets. We intend to offer the Dealers the opportunity to convert to franchised outlets.**

TABLE 2
Transfers of Outlets from Franchisees to New Owners (other than Franchisor)
For Fiscal Years 2023, 2024 and 2025

State	Year	Number of Transfers
Totals	2023	0
	2024	0
	2025	0

TABLE 3
Status of Franchised Outlets[1]
For Fiscal Years 2023, 2024 and 2025

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at the End of Year
California	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Colorado	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Florida	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1[2]	0	0	0	0	1[2]
Indiana	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Minnesota	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	0	0	0	0	0	1
New Jersey	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	0	0	0	0	0	1
New Mexico	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Tennessee	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1[2]	0	0	0	0	1[2]
Texas	2023	1	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	1[2]	0	0	0	0	2
Totals	**2023**	**1**	**1**	**0**	**0**	**0**	**0**	**2**
	2024	**2**	**5**	**0**	**0**	**0**	**0**	**7**
	2025	**7**	**3**	**0**	**0**	**0**	**0**	**10**

1.As disclosed in Item 1, our affiliate previously offered dealership opportunities under the Proprietary Marks. As of December 31, 2025, there were 28 Dealers. These Dealers have not signed franchise agreements with us and are therefore not listed as franchised outlets. We intend to offer the Dealers the opportunity to convert to franchised outlets.
2. The opened outlets in the states of Florida, Texas and Tennessee in the 2025 fiscal year were prior Dealers that converted to franchised outlets in the 2025 fiscal year.

TABLE 4
Status of Company-Owned and Affiliate-Owned Outlets
For Fiscal Years 2023, 2024 and 2025

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at the End of Year
Total	**2023**	**1**	**0**	**0**	**0**	**0**	**1**
	2024	**1**	**0**	**0**	**0**	**0**	**1**
	2025	**1**	**0**	**0**	**0**	**0**	**1**

TABLE 5
Projected Openings as of Issue Date of this Franchise Disclosure Document

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Current Fiscal Year
Illinois	0	2	0
Texas	0	1	0
Total	0	3	0

Exhibit H discloses all current franchisees and all System franchisees that have left the System or who have not communicated with us within the 10-week period immediately preceding the effective date of this Disclosure Document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the System.

As of the Issue Date, there are no trademark specific franchisee organization(s) associated with the System. No franchisees have signed provisions during our last three fiscal years restricting their ability to speak openly about their experience with us.

ITEM 21
FINANCIAL STATEMENTS

Attached to this Disclosure Document as Exhibit D are our (a) audited year-end financials as of December 31, 2023, (b) audited year-end financials as of December 31, 2024, and (c) audited year-end financials as of December 31, 2025. Our fiscal year ends on December 31st.

ITEM 22
CONTRACTS

Attached to this disclosure document are the following contracts and their attachments:

Exhibit B: Franchise Agreement and Schedules
Exhibit C: State Specific Addenda
Exhibit E: Sample Termination and Release Agreement
Exhibit G: Confidentiality and Non-Disclosure Agreement
Exhibit I: Franchisee Questionnaire

ITEM 23
RECEIPTS

Exhibit K of this Franchise Disclosure Document contains a detachable document, in duplicate, acknowledging receipt of this Franchise Disclosure Document by a prospective franchisee. You should sign both copies of the Receipt. You should retain one signed copy for your records and return the other signed copy to MI-BOX L.L.C., 511 Oak Leaf Court, Suite B, Joliet, Illinois 60436.

Exhibit A
to
MI-BOX L.L.C.'s
Franchise Disclosure Document

LIST OF STATE ADMINISTRATORS

LIST OF STATE ADMINISTRATORS

CALIFORNIA
California Commissioner of Business Oversight:
320 West 4th Street, Suite 750
Los Angeles, CA 90013
(213) 576-7500 Toll Free (866) 275-2677

1515 K Street, Suite 200
Sacramento, CA 95814
(916) 445-7205

1350 Front Street San
Diego, CA 92101
(619) 525-4233

One Sansome St., #600
San Francisco, California 94104
(415) 972-8559

HAWAII
Commissioner of Securities of the State of Hawaii
Department of Commerce and Consumer Affairs
Business Registration Division
Securities Compliance Branch
335 Merchant Street, Room 203
Honolulu, Hawaii 96813
(808) 586-2722

ILLINOIS
Illinois Office of the Attorney General
Franchise Division
500 South Second Street
Springfield, Illinois 62706
(217) 782-4465

INDIANA
Secretary of State
Franchise Section
302 West Washington, Room E-111
Indianapolis, Indiana 46204
(317) 232-6681

NEW YORK
Investor Protection Bureau
NYS Department of Law
28 Liberty Street, 21st Floor
New York, New York 10005
(212) 416-8236

NORTH DAKOTA
North Dakota Securities Department
600 Boulevard Avenue, State Capitol
Fifth Floor, Dept. 414
Bismarck, North Dakota 58505-0510
(701) 328-4712

RHODE ISLAND
Department of Labor and Regulation
Securities Division Bldg.
69, First Floor John O.
Pastore Center
1511 Pontiac Avenue Cranston,
Rhode Island 02920
(401) 462-9527

SOUTH DAKOTA
Department of Labor and Regulation
Director of Division of Securities
124 E. Euclid, Suite 104
Pierre, South Dakota 57501
(605) 773-4823

VIRGINIA
State Corporation Commission
Division of Securities and Retail
Franchising
1300 East Main Street, 9th Floor
Richmond, Virginia 23219
(804) 371-9051

MARYLAND
Office of the Attorney General
Securities Division
200 St. Paul Place
Baltimore, Maryland 21202-2020
(410) 576-6360

MICHIGAN
Consumer Protection Division
Attn: Franchise Section
525 W. Ottawa Street
G. Mennen Williams Building, 1st Floor
Lansing, MI 48933
(517) 373-7117

MINNESOTA
Commissioner of Commerce
Department of Commerce
85 7th Place East, Suite 280
St. Paul, Minnesota 55101
(651) 539-1600

WASHINGTON
Department of Financial Institutions
Securities Division – 3rd Floor
150 Israel Road, S.W.
Tumwater, Washington 98501
(360) 902-8760

WISCONSIN
Office of the Commissioner of Securities
345 West Washington Avenue, Fourth Floor
Madison, Wisconsin 53703
(608) 261-9555

AGENTS FOR SERVICE OF PROCESS

Attn: Mr. Michael Born, CEO
MI-BOX L.L.C.
511 Oak Leaf Court, Suite B
Joliet, Illinois 60436

CALIFORNIA
California Commissioner of Business Oversight
2101 Arena Boulevard
Sacramento, CA 95834
(213) 576-7500 Toll Free (866) 275-2677

1515 K Street, Suite 200
Sacramento, CA 95814
(916) 445-7205

1350 Front Street
San Diego, CA 92101
(619) 525-4233

One Sansome St., #600
San Francisco, California
94104 (415) 972-8559

HAWAII
Commissioner of Securities of the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division
Securities Compliance Branch
335 Merchant Street, Room 203
Honolulu, Hawaii
96813 (808) 586-2722

ILLINOIS
Illinois Attorney General
500 South Second Street Springfield,
Illinois 62706 (217) 782-4465

NEW YORK
New York State Department of State
One Commerce Plaza
99 Washington Avenue, 6th Floor
Albany, NY 12231-0001
(518) 473-2492

NORTH DAKOTA
North Dakota Securities Commissioner
600 Boulevard Avenue, State Capitol
Fifth Floor
Bismarck, North Dakota 58505-0510
(701) 328-4712

RHODE ISLAND
Director of Department of Business Regulation
Department of Labor and Regulation
Securities Division Bldg. 69, First Floor
John O. Pastore Center
1511 Pontiac Avenue
Cranston, Rhode Island 02920
(401) 462-9527

INDIANA
Indiana Secretary of State
201 State House
Indianapolis, Indiana
46204 (317) 232-6681

MARYLAND
Maryland Securities
Commissioner
200 St. Paul Place
Baltimore, Maryland 21202-
2020 (410) 576-6360

MICHIGAN
Dept. of Energy, Labor, and Economic
Growth
Corporations Division
P.O. Box 30054
Lansing, Michigan 48909
7150 Harris Drive
Lansing, Michigan
48909 (517) 373-7117

MINNESOTA
Commissioner of
Commerce
85 7th Place East, Suite
280
St. Paul, Minnesota
55101 (651) 539-1600

SOUTH DAKOTA
Department of Labor and Regulation
Director of Division of Securities
124 S. Euclid, Suite 104
Pierre, South Dakota
57501 (605) 773-4013

VIRGINIA
Clerk of the State
Corporation Commission
1300 East Main Street, 1st Floor
Richmond, Virginia
23219 (804) 371-9733

WASHINGTON
Director of Department of Financial
Institutions
Securities Division – 3rd Floor
150 Israel Road, S.W.
Tumwater, Washington
98501 (360) 902-8760

WISCONSIN
Commissioner of Securities
345 West Washington Avenue, Fourth
Floor
Madison, Wisconsin
53703 (608) 261-9555

Exhibit B
to
MI-BOX L.L.C.'s
Franchise Disclosure Document

<u>Franchise Agreement</u>

MI-BOX, LLC

FRANCHISE AGREEMENT

TABLE OF CONTENTS

MI-BOX, LLC FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (the "Agreement") is made and entered into on this ___day of _________, 202__ ("Effective Date,") by and between: (i) MI-BOX , LLC, an Illinois limited liability company with its principal business address at 511 Oak Leaf Court, Suite B, Joliet, Illinois 60436 (the "Franchisor"); and (ii) ____________________________________, a (resident of) (corporation organized in) (limited liability company organized in) ________________________ with a business address at _________________________________ (the "Franchisee").

BACKGROUND

A. Franchisor and its affiliate/principals, as a result of the expenditure of time, skill, effort, and money, have developed and own a system (the "System") related to operation of a business (each, a "Business") that: (i) stores, distributes, leases and transports a proprietary line of containers (each, a "Container" or "System Container") utilizing an approved vehicle (an "Approved Vehicle") equipped with, among other things, a proprietary lift system (the "Lift System"), as well as any services that Franchisor authorizes (collectively, the "Approved Services"); and (ii) is also authorized to provide certain products that Franchisor designates or otherwise approves (collectively, the "Approved Products")

B. Franchisor's System is comprised of various proprietary and, in some cases, distinguishing elements, including without limitation: proprietary methodology and procedures for the establishment and operation of a System Business; standards and specifications for the supplies, inventory and methodology associated with storing, preparing, offering and providing each type of Approved Product and Approved Service; advertising; marketing; standards and specifications for equipment; access to current proprietary line of System containers and Lift System equipment; basic standards typically used in connection with other equipment, including computer hardware and system, that must be used in connection with an Franchised Business; established relationships with approved or designated suppliers for certain products and services that must be utilized in connection with an Franchised Business, including certain proprietary and/or branded items; proprietary training programs, courses and training materials; Franchisor's confidential and proprietary operations manual and, at Franchisor's option, other instructional manuals that have been reduced to writing (collectively, the "Manuals"); and standards and specifications for advertising, bookkeeping, sales and other aspects of operating a Franchised Business. The parties agree and acknowledge that Franchisor may change, improve, further develop, or otherwise modify the System from time to time as it deems appropriate in its discretion. Franchisee hereby acknowledges and agrees that: (i) while the System and Franchisor's related materials contain information that, in isolated form, could be construed as being in the public domain, they also contain significant proprietary and confidential information that makes the System unique as a whole; and (ii) the combined methods, information, procedures, and theories that make up the total System or are contained in the relevant manuals that are proprietary and confidential.

C. The System and Franchised Businesses are primarily identified by Franchisor's then-current proprietary marks that, as of the execution of this Agreement include the mark MI-BOX®, as well as certain other trade names, trademarks, service marks and trade dress that Franchisor determines appropriate to license in connection with a System Business, all of which the Franchisor may modify, update, supplement or substitute in the future (collectively, the "Proprietary Marks"). The parties agree and acknowledge that Franchisor has established substantial goodwill and business value in its Proprietary Marks, expertise, and System.

D. Franchisor is in the business of granting qualified individuals and entities a franchise for the right to independently own and operate a single Franchised Business utilizing the Proprietary Marks and System at a location that Franchisor approves in writing.

E. Franchisee recognizes the benefits derived from being identified with Franchisor, appreciates and acknowledges the distinctive and valuable significance to the public of the System and the Proprietary Marks, and understands and acknowledges the importance of Franchisor's high and uniform standards of quality, appearance, and service to the value of the System.

F. Franchisee desires to acquire a franchise for the right to operate a single Franchised Business and has submitted an application to obtain such a franchise from Franchisor.

G. Franchisor is willing to grant Franchisee the right to operate a Franchised Business based on the representations contained in the franchise application and subject to the terms and conditions set forth in this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. PREAMBLES, ACKNOWLEDGEMENTS AND REPRESENTATIONS OF FRANCHISEE

A. Franchisee acknowledges and represents that Franchisor, itself or through any officer, director, member, manager, employee, or agent, has not made, and Franchisee has not received or relied upon, any oral, written, visual, express, or implied information, representations, warranties, guarantees, or promises regarding the amount of sales levels or income Franchisee might expect to earn from the franchise granted hereby, except as set forth in the Franchise Disclosure Document.

B. The business venture contemplated by this Agreement involves business risks.

C. Franchisee acknowledges that Franchisee's success in connection with the franchise granted hereunder will be largely dependent upon Franchisee's ability as an independent businessperson.

D. Franchisee has received, read, and does understand this Agreement and any attachments.

E. Franchisee understands and agrees that the container storage and transportation industries are highly competitive with constantly changing market conditions (some of which may be seasonal in nature depending on where the Designated Territory is located), including, but not limited to, the risks associated with local, state and federal regulatory agencies.

F. Franchisee acknowledges and agrees that Franchisor has fully and adequately explained each provision of this Agreement to Franchisee's satisfaction.

G. Franchisee has consulted with Franchisee's own advisors with respect to the legal, financial, and other aspects of this Agreement, the business franchised hereby, and the prospects for such business. Franchisee either has consulted with such advisors or has deliberately declined to do so.

H. Any written inquiries made to Franchisor by Franchisee pertaining to the nature of this franchise were answered in writing to the satisfaction of Franchisee.

I. Franchisee has had the opportunity and adequate time to independently investigate, analyze, and construe both the franchise being offered hereunder and the terms and provisions of this Agreement utilizing the services of legal counsel, accountants, and other advisors (if Franchisee so elects).

J. Any and all applications, financial statements, and representations submitted to Franchisor by Franchisee, whether oral or in writing, were complete and accurate when submitted and are complete and accurate as of the date of execution of this Agreement unless the same has been otherwise amended in writing. Franchisee states that he/she is not presently involved in any business activity that could be considered competitive in nature, unless heretofore disclosed to Franchisor in writing.

K. Franchisee agrees not to contest, directly or indirectly, Franchisor's ownership, title, right, or interest in its names or Proprietary Marks, trade secrets, methods, procedures, knowhow, or advertising techniques which are part of Franchisor's business, or contest Franchisor's sole right to register, use, or license others to use such names or Proprietary Marks, trade secrets, methods, procedures, or techniques.

L. Franchisee's signature to this Agreement has not been induced by any representation inconsistent with the terms of this Agreement or inconsistent with the Franchise Disclosure Document given to Franchisee by Franchisor.

M. Franchisee represents and warrants that Franchisee is not a party to or subject to any order or decree of any court or government agency which would limit or interfere in any way with the performance by Franchisee of the obligations under this Agreement and that Franchisee is not a party, and has not within the last ten (10) years been a party, to any litigation, bankruptcy, or legal proceedings other than those heretofore disclosed to Franchisor in writing.

N. Franchisee agrees and acknowledges that it is solely responsible for ensuring that: (i) it acquires and maintains all business licenses, permits and approvals, including those related to the provision of any Approved Services, that are necessary to operate the Franchised Business within the Designated Territory (defined below); and (ii) the Franchised Business is otherwise operated in full compliance with all federal, state and local laws and regulations where the Franchisee is located at all times during the term of this Agreement. Franchisee specifically agrees and acknowledges that it will determine whether or not any type of contractor license or similar license/certification is needed to conduct the Franchised Business and, if such a license is required, Franchisee will obtain such license/certification prior to operating the Franchised Business in any manner. Franchisor shall have no liability in the event the development or operation of the Franchised Business violates any law, ordinance or regulation.

O. Franchisee agrees and acknowledges that: (i) Franchisor may enter into franchise agreements with other franchisees that may contain provisions, conditions, and obligations that differ from those contained in this Agreement, including without limitation, franchise agreements for the operation of an Franchised Business; and (ii) the existence of different forms of agreement and the fact that Franchisor and other franchisees may have different rights and obligations does not affect the parties' duty to comply with the terms of this Agreement.

P. The parties agree and acknowledge that all provisions and information set forth in the "Background" portion of this Agreement above, including all definitions and representations set forth therein, are hereby incorporated by reference as if fully set forth herein,.

Q. Franchisee agrees and acknowledges as follows:

1. Franchisee will have sole authority and control over the day-to-day operations of the Franchised Business and Franchisee's employees and/or independent contractors. Franchisee agrees to be solely responsible for all employment decisions and to comply with all state, federal, and local hiring laws and functions of the Franchised Business, including without limitation, those related to hiring, firing, training, wage and hour requirements, compensation, promotion, record-keeping, supervision, and discipline of employees, paid or unpaid, full or part-time. At no time will Franchisee or Franchisee's employees be deemed to be employees of Franchisor or Franchisor's affiliates.

2. 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 and/or independent contractor, nor vice versa.

2. GRANT OF FRANCHISE

A. **Grant of Franchise**. Franchisor hereby grants Franchisee, subject to the terms, conditions, and obligations of this Agreement, a non-exclusive right and license to use the Proprietary Marks and receive the other benefits of the System in connection with the establishment and operation of a single Franchised Business (the "Franchised Business").

B. **Approved Premises; Site Selection Area.** Unless Franchisor approves otherwise in writing, Franchisee will be required to operate the Franchised Business at an approved location set forth on the Data Sheet attached to this Agreement (the "Approved Location") within the Designated Territory that meets Franchisor's current site-selection criteria for the premises of a Franchised Business (the "Premises"). Franchisee may not relocate the Franchised Business to any location other than the Premises without Franchisor's prior written consent, which Franchisor will not unreasonably withhold, provided: (i) Franchisee secures an alternate location for the Franchised Business within the Designated Territory (as defined below); and (ii) Franchisee reimburses Franchisor for the reasonable costs and expenses that Franchisor incurs in connection with evaluating and approving the proposed relocation. If the parties have not agreed on a Premises as of the date this Agreement is executed, Franchisor will designate a general marketing area (the "Site Selection Area") on the data sheet attached to this Agreement as Exhibit A (the "Data Sheet") wherein Franchisee must locate and secure the Premises as detailed more fully in Section 6(A) of this Agreement.

C. **Designated Territory.** Franchisee shall only have the right to operate the Franchised Business and offer/provide the Approved Services in connection with client and/or client properties that are located within the designated territory set forth in Section 3 of the Data Sheet (the "Designated Territory"). Franchisor may exclude from the Designated Territory specific geographic areas, zip codes and/or portions of such areas or zip codes that Franchisor determines, in its reasonable business judgment, to be commercially impracticable, geographically inaccessible, restricted, or otherwise not reasonably capable of being serviced by Franchisee in accordance with System standards ("Non-Serviceable Areas"). Subject to the terms and conditions of this Agreement, including the reservation of rights in Section 2(E) below, for so long as Franchisee is in compliance with this Agreement, Franchisor will not open or operate, or license a third party the right to open or operate, any other Franchised Business that utilizes the System and Proprietary Marks within the Designated Territory. Notwithstanding the foregoing, Franchisee acknowledges and agrees that other System Businesses may complete deliveries to locations within your Designated Territory and this activity will not be considered a violation of any of your rights in or to the Designated Territory.

i. Notwithstanding anything contained in this Agreement to the contrary, during the six (6) month period leading up to the expiration of the Initial Term, Franchisor reserves the right, in its reasonable discretion, to adjust or reduce the size of the Designated Territory (the "Designated Territory Adjustment") regardless of whether (a) Franchisee has entered into an Additional Territory Addendum adding Additional Territory to the Designated Territory, or (b) Franchisee has purchased additional System Containers beyond the 14-Container Requirement, by providing Franchisee written notice of such Designated Territory Adjustment. Any such Designated Territory Adjustment may result in a Designated Territory sized to support no fewer than one Container per 3,500 persons in the Designated Territory, based on then-current population data and System standards, as Franchisor determines.

D. **Rights Not Granted**. Franchisee acknowledges and agrees that this Agreement does not grant Franchisee any right or option to open any additional Franchised Businesses nor does this Agreement provide Franchisee with any right to sub-license or sub-franchise any of the rights granted hereunder. Franchisee may not use the Proprietary Marks or System for any purpose other than promoting and operating the Franchised Business at the Premises and within the Designated Territory. Franchisor will have sole discretion as to whether it decides to grant Franchisee the right to open any additional Franchised Businesses, each of which will be governed by a separate form of Franchisor's then-current franchise agreement.

E. **Reservation of Rights**. Notwithstanding anything contained in this Agreement, Franchisor and its affiliates hereby reserve the exclusive right to: (i) own and operate franchised businesses at any location(s) outside of the Designated Territory under the Proprietary

Marks, or to license others the right to own and operate System Business(es) at any location(s) outside of the Designated Territory under the Proprietary Marks and System; (ii) the right to own and operate businesses under different marks at any location(s) inside or outside of the Designated Territory, or license to others the right to own and operate such businesses, under different marks at any location(s) inside or outside of the Designated Territory (such businesses will not primarily provide container products and services); (iii) use the Proprietary Marks and System in connection with services and products, promotional and marketing efforts, or related items, or in alternative channels of distribution, including without limitation, wholesale and retail stores, via the Internet, at any location; (iv) offer and/or sell or distribute non-branded containers via alternative channels of distribution at any location, including without limitation, the sale or rental of any non-branded System Containers in wholesale and retail stores via the Internet and other alternative channels, without regard to location; (vi) use the Proprietary Marks and System, and license others to use the Proprietary Marks and System to engage in any other activities not expressly prohibited in this Agreement; and (vii) acquire, merge with, engage in joint ventures with, or otherwise affiliate with, and thereafter own and operate and franchise others the right to own and operate, any business of any kind, including businesses that offer products and/or services that are the same or similar to the Approved Services and/or Approved Products.

F. **Modification of System**. Franchisor reserves the right to supplement, revise or otherwise modify the System or any aspect/component thereof, and Franchisee agrees to promptly accept and comply with any such addition, subtraction, revision, modification or change and make such reasonable expenditures as may be necessary to comply with any change that Franchisor makes to the System. Any change or modification that Franchisor makes to the System will not materially alter Franchisee's fundamental rights under this Agreement. Moreover, Franchisor will provide Franchisee with a reasonable amount of time to comply with any change or modification to the System once Franchisee has been notified of such change/modification in writing (via the Manuals or otherwise).

3. TERM AND RENEWAL

A. **Term**. Unless previously terminated pursuant to this Agreement, the term of this Agreement shall be for a period of ten (10) years ("Initial Term") commencing as of the Effective Date.

B. **Renewal**. Franchisee may submit a request to renew this Agreement for up to two (2) additional, consecutive terms of ten (10) years each, and must provide each request to renew no less than twelve (12) months and no more than eighteen (18) months prior to the end of the then-current term. Failure to provide such notice to Franchisor will be deemed an indication that Franchisee does not wish to renew the franchise relationship. Franchisor shall not unreasonably withhold its approval of such requests for renewal, provided Franchisee complies with the following conditions:

1. Franchisee must not have any uncured material defaults under this Agreement (including any monetary defaults) or any other agreement between Franchisee and Franchisor.

2. Franchisee must execute Franchisor's then-current form of franchise agreement, which may contain materially different terms and conditions from those contained in this Agreement, within thirty (30) days of the date Franchisee is provided with Franchisor's then-current form of franchise agreement.

3. Franchisee pays Franchisor a renewal fee in the amount of $7,500. Franchisee will not be required to pay an additional Initial Franchisee Fee (as defined in Section 4) upon renewal.

4. At Franchisor's option, Franchisee and/or the Designated Manager (as defined in this Agreement and as applicable) attends a prescribed training refresher course at least thirty (30) days before the expiration of the then-current term of this Agreement. Franchisee will be responsible for all expenses incurred in connection with attending this refresher training.

5. Franchisee executes a general release under seal, in a form satisfactory to Franchisor, of any and all claims it may have against Franchisor and its officers, directors, shareholders, and employees in their corporate and individual capacities, including without limitation, all claims arising under any federal, state, or local law, rule, or ordinance.

6. Franchisee must have participated in and supported the training procedures, purchasing, marketing, advertising, promotional, and other operational and training programs recommended or provided by Franchisor to the satisfaction of Franchisor.

7. Franchisee agrees, at its sole cost and expense, to re-image, renovate, refurbish, and modernize the Lift System, Approved Vehicle(s) (defined herein) and/or Premises of the Franchised Business within the time frame required by Franchisor, including the design, equipment, signs, interior and exterior, displays, inventory assortment and depth, fixtures, furnishings, trade dress, color scheme, presentation of trademarks and service marks, supplies, and other products and materials, as necessary to meet Franchisor's then-current System standards, specifications, and design criteria for a newly opened Franchised Business.

If Franchisee is awarded the two (2) renewal terms described in this Agreement and, upon expiration of that third renewal term, wishes to continue a franchise relationship with Franchisor, then the parties may mutually agree to enter into a new franchise relationship under Franchisor's then-current form of franchise agreement and any other terms that the parties mutually agree upon in an addendum to that agreement.

4. FEES AND PAYMENTS

A. **Fees**. In consideration of the rights and license granted herein, Franchisee agrees and acknowledges that it must pay the following amounts to Franchisor or, as noted below, Franchisor's designated supplier:

1. *Initial Franchise Fee.* Upon execution of this Agreement, Franchisee must pay Franchisor an initial franchise fee amounting to $30,000.00 (the "Initial Franchise

Fee"), which Franchisee agrees and acknowledges shall be deemed fully earned and non-refundable under any circumstances upon payment.

Franchisee Initials: ___________________ **INITIALS REQUIRED**

Franchisor Initials: ___________________

2. *Lift System and the System Containers.* Prior to commencing operations or within three (3) months of the initial launch of the Franchised Business, Franchisee must acquire (i) at least fourteen (14) System Containers, and (ii) one (1) Approved Vehicle equipped with the Lift System, from Franchisor's designated supplier as set forth in the Manuals or otherwise (which may be Franchisor or its affiliate). After Franchisee has initially launched Business operations, Franchisee must continue to ensure that it acquires and maintains the minimum number of System Containers required under this Agreement, and, if applicable, under any Additional Territory Addendum.

3. *Other Required Items.* Prior to and after launching Business operations, Franchisee will be required to acquire and utilize those items and services that Franchisor designates in the Manuals (collectively, the "Required Items"), and Franchisee agrees and acknowledges that Franchisor may prescribe that any Required Item be purchased, leased or otherwise acquired from a supplier or provider that Franchisor designates or otherwise approves in writing (each, an "Approved Supplier"). Franchisee agrees to timely pay all such Approved Suppliers or other third-party supplier for all such Required Items, as and when they become due.

4. *Definition of Gross Sales (for Reporting Purposes).* In addition to the fees above, Franchisee will be required to submit to Franchisor certain reports that may be based on gross sales. As used in this Agreement, "Gross Sales" include all: (a) revenue generated from the (a) leasing of the System Containers, (b) transportation of the System Containers to and from clientele via an Approved Vehicle equipped with the Lift System, and/or (c) the leasing, sale and/or provision of any other Approved Services and Approved Products at, from or via the Franchised Business, whether for cash, credit or barter, and regardless of collection in the case of credit, and income of every kind and nature related to the Franchised Business; and (b) any rebates or other consideration that Franchisee receives from third-party vendors/suppliers. "Gross Sales" from customers will not include monies that are collected and submitted by Franchisee for the transmittal to the appropriate taxing authority. In computing the Gross Sales, the Franchisee shall be permitted to deduct the amount of cash refunds to, and coupons used by customers at or prior to the time the customer has paid the full balance owed to Franchisee, provided such amounts have been included in sales.

5. *Recurring Fees.*

   a. *Trademark License Fee.* Franchisee shall pay to Franchisor a monthly trademark license fee in the amount of $400 per month (the "Trademark License Fee"). The Trademark License Fee is subject to automatic annual increases of 2% per year for the duration of the Term, beginning on the first anniversary of the date Franchisee commences operation of the Franchised Business (the "Opening Date") or if earlier, the Opening Deadline.

b. *General Maintenance Fee.* Franchisee shall pay to Franchisor a monthly general maintenance fee in the amount of $600 per month (the "General Maintenance Fee"). The General Maintenance Fee is subject to automatic annual increases of 2% per year for the duration of the Term, beginning on the first anniversary of the Opening Date or if earlier, the Opening Deadline.

c. *Website Maintenance Fee.* Franchisee shall pay to Franchisor a monthly website maintenance fee in the amount of $250 per month (the "Website Maintenance Fee"). The Website Maintenance Fee is subject to automatic annual increases of 2% per year for the duration of the Term, beginning on the first anniversary of the Opening Date or if earlier, the Opening Deadline

d. *Software Fee.* Franchisee shall pay to Franchisor a monthly software fee in the amount of $250 per month (the "Software Fee"). The Software Fee is subject to automatic annual increases of 2% per year for the duration of the Term, beginning on the first anniversary of the Opening Date or if earlier, the Opening Deadline

e. *Container Royalty Fee.* Beginning on the date the Franchised Business is open and operating (and/or required to be open and operating under this Agreement) and continuing for the duration of the Initial Term, Franchisee will pay Franchisor a continuing monthly container royalty fee equal to $.10 per System Container for each System Container above 86 (with all System Containers in the Designated Territory and any Additional Territory to be counted together) (the "Container Royalty Fee"). For clarity, all System Containers in the Designated Territory and any Additional Territory (if applicable) will be counted together for purposes of calculating the Container Royalty Fee. The Container Royalty Fee is subject to automatic, annual increases of 2% per year for the duration of the Term, beginning on the first anniversary of the Opening Date or if earlier, the Opening Deadline.

6. *Additional Territory Fee.* If, during the Initial Term, Franchisee: (i) requests the right to add additional territory to Franchisee's Designated Territory (which additional territory must consist of a minimum of 100,000 residents); (ii) Franchisee meets Franchisor's eligibility requirements; and (iii) Franchisor authorizes Franchisee to add additional territory to Franchisee's Designated Territory; then Franchisee must sign Franchisor's designated form of Franchisor's then-current Additional Territory Addendum (a sample copy of which is attached to this Agreement as Exhibit G) and pay to Franchisor a non-refundable "Additional Territory Fee" at the time Franchisee signs the Additional Territory Addendum. The "Additional Territory Fee" shall be calculated based on the total population in the Additional Territory and will be equal to $0.15 to $0.20 per person in the Additional Territory, as determined by Franchisor in its sole and absolute discretion. The Additional Territory Fee is deemed fully earned and non-refundable upon payment.

7. *Additional Territory Container Purchase Requirement.* If Franchisee requests and is authorized to enter into an Additional Territory Addendum, Franchisee acknowledges and agrees that Franchisee shall be required to add an additional

seven (7) System Containers each year for each 100,000 persons within the Additional Territory over the four (4) year period following the date Franchisee signs the Additional Territory Addendum.

8. *Other Amounts.* The other amounts detailed in this Agreement that Franchisee will be required to expend on: (a) ongoing purchases of System Containers, Lift System(s) and/or other inventory necessary to operate the Franchised Business; (b) local advertising and promotion of the Franchised Business; (c) training/tuition fees; (d) evaluation costs; (e) ongoing software licensing fees for software that Franchisor designates for use in connection with the Franchised Business, and/or any System-wide technology or related administrative fee that Franchisor determines to charge in connection with Business-related services that Franchisor provides access to as part of the System license; and (e) other initial and ongoing marketing materials, inventory and/or other supplies that must be purchased on an ongoing basis in accordance with Franchisor's System standards and specifications. Franchisor may require Franchisee to purchase any of the foregoing items or services from Franchisor, its affiliate or another supplier that Franchisor approves and/or designates.

B. **Method of Payment; Bank Accounts.**

1. *Method of Payment.* With the exception of the Initial Franchise Fee (which should be paid by bank check or wire transfer), Franchisor reserves the right to require Franchisee to pay all fees and other amounts due to Franchisor and/or its affiliates under this Agreement through an electronic funds transfer program (the "EFT Program"), under which Franchisor automatically deducts all payments owed to Franchisor under this Agreement, or any other agreement between Franchisee and Franchisor or its affiliates, from the bank account Franchisee provides to Franchisor for use in connection with EFT Program (the "EFT Account"). The due date for the monthly fees and other fees due to Franchisor under this Agreement shall be on the date designated by Franchisor and Franchisor shall have the right to change the monthly or other due date at any time during the Term, effective on notice to Franchisee. Upon Franchisor's written request, Franchisee must make all such payments described in this Section by bank or certified check.

2. *Use of EFT Account for Operational Funds.* Upon Franchisor's request, Franchisee shall immediately deposit all revenues from operation of the Franchised Business into this bank account immediately upon receipt, including cash, checks, and credit card receipts. At least ten (10) days prior to opening the Franchised Business, Franchisee shall provide Franchisor with: (i) Franchisee's bank name, address and account number; and (ii) a voided check from such bank account. Contemporaneous with the execution of this Agreement, Franchisee shall sign and provide to Franchisor and Franchisee's bank, all documents, including Franchisor's form of EFT Authorization Form attached as Exhibit D to this Agreement, necessary to effectuate the EFT Program and Franchisor's ability to withdraw funds from such bank account via electronic funds transfer. Franchisee shall immediately notify Franchisor of any change in Franchisee's banking relationship, including any change to the EFT Account.

C. **Access to Computer System**. Franchisor may, without notice to Franchisee, have the right to independently and remotely access any software program (including proprietary software programs) and the computer system that Franchisee is required to use in connection with the Franchised Business or will be required to use in the future (the "Computer System"), via the Internet other electronic means, in order to obtain any financial and/or Client information that is related to the operation of the Franchised Business, including without limitation, Gross Sales and Client contact and property information. Franchisee must obtain and use the Computer System hardware, software and other components that Franchisor prescribed for use in connection with the Franchised Business, and utilize and participate in any intranet/extranet that Franchisor establishes in connection with the System. Franchisee hereby consents to Franchisor using and disclosing to third parties (including, without limitation, prospective franchisees, financial institutions, legal and financial advisors), for any purpose or as may be required by law, any financial or other information contained in or resulting from information, data, materials, statements and reports received by Franchisor or disclosed to Franchisor in accordance with this Agreement.

D. **Operational Reports; Right to Modify Payment Interval**.

1. Franchisee shall provide Franchisor with all reports and information regarding the Franchised Business as required by this Agreement or otherwise in an advance written request from Franchisor, including: (i) a monthly statement detailing (a) the number of System Containers that are in Franchisee's inventory, (b) the number of Containers that are being accounted for in Franchisee's Container Royalty Fee calculation, and (c) the Franchisee's calculated Container Royalty Fees based on applicable Container inventory as of the end of the preceding calendar month; and (ii) within sixty (60) days of each calendar quarter, an unaudited balance sheet reflecting the financial position of the Franchised Business as of the end of that calendar quarter; (iv) within sixty (60) days of Franchisor's request, a financial statement that details the total assets and liabilities of the Franchised Business (and, if appropriate Franchisee and personal guarantors under this Agreement); (v) within sixty (60) days after the close of each fiscal year of Franchisee, financial statements which must include a statement of income and retained earnings, a statement of changes in financial position, and a balance sheet of the Franchised Business, all as of the end of such fiscal year; and (vi) any other financial information or performance metrics of the Franchised Business that Franchisor may reasonably request.

2. Franchisee hereby grants Franchisor permission to report and distribute Franchisee's gross sales, gross sales mix, cost of material and labor and other certain expenses to other existing franchisees of Franchisor with such additional information as Franchisor may deem appropriate, including the identification of Franchisee, the location of Franchisee's franchised premises, and such other information as may make the gross sales/gross sales mix information that might be relevant existing and/or prospective System franchisees. Franchisee will save and hold harmless Franchisor against and from any and all claims, liabilities, or suits resulting from or in connection with any acts or omission of Franchisor in the aforementioned reporting of sales.

E. **<u>Late Payments</u>**. If any payment due under this Agreement is not received by Franchisor by the scheduled date due, Franchisee shall be in default under this Agreement. If any payment is overdue, Franchisee shall pay interest to the Franchisor, in addition to the overdue amount, at a rate of five percent (5%), or higher, as permitted by applicable law in the state where the Franchised Business is located, beginning from the date of non-payment or underpayment, until paid. Entitlement to collect such interest shall be in addition to any and all other remedies Franchisor may have. Franchisor reserves the right to reimbursement for any check or EFT that is dishonored, fails to process or is returned (if and as applicable) from Franchisee in an amount up to $50.00.

F. **<u>Taxes Owed by Franchisee</u>**. No payments to be made to Franchisor by Franchisee, whether for royalties, advertising, merchandise, special programs, or otherwise, may be reduced on account of the imposition by any federal, state, or local authority of any tax, charge, or assessment, or by any claim Franchisee may have against Franchisor. All taxes, charges, or assessments shall be paid by Franchisee to the taxing authorities when due, in addition to the amounts due to Franchisor, including, but not limited to, all required lodging taxes.

G. **<u>Inability to Operate Franchised Business</u>**. If Franchisee is unable to operate the Franchised Business due to damage or loss to the Premises and/or the Approved Vehicle(s) and any equipment located thereon caused or created by a casualty, act of God, condemnation, or other condition over which Franchisee has no control, then Franchisor may agree to waive the Container Royalty Fee due under this Agreement for a period of time that Franchisor reasonably determines is necessary for the Franchised Business to repair the damage/loss to the Premises and/or Approved Vehicles and/or any equipment located thereon and resume operations (or relocate the Premises to a different location within the Designated Territory), with said waiver period not to exceed ninety (90) days commencing from the date Franchisee gives Franchisor notice of the damage or loss.

5. <u>DUTIES OF FRANCHISOR</u>

A. <u>Initial Training.</u>

1. *Initial Training Prior to Opening.* Franchisor will provide its initial training program (the "Initial Training Program") to Franchisee (or its operating principal if Franchisee is an entity) and, if applicable, up to two (2) additional individual(s) that Franchisee has designated and Franchisor has approved to handle the day-to-day management of the Franchised Business ("Designated Manager(s)") The Initial Training Program will typically be comprised of: (i) one (1) full day of training that Franchisee and Franchisee's Designated Manager(s) must attend at Franchisor's corporate training location; and (ii) up to three (3) days of additional remote training, as Franchisor determines appropriate, utilizing the channels and/or methods Franchisor designates in its pre-opening training materials or otherwise in writing. Franchisor will not charge any tuition or its then-current training fee to provide the Initial Training Program to the foregoing individuals, provided all individuals attend such training at the same time as the Franchisee prior to opening the Franchised Business. The parties agree and acknowledge that Franchisee shall

bear all its costs and expenses incurred by Franchisee and all other trainees in connection with the Initial Training Program, including without limitation, travel, lodging, meals, local transportation and wages for any personnel.

2. *Replacement Personnel.* Franchisor will also provide the Initial Training Program or appropriate portions thereof to any replacement personnel that will serve as Franchisee's Designated Manager and/or an Authorized Provider of the Franchised Business, provided Franchisee pays Franchisor's then-current training fee for such initial training (as well as any costs and expenses incurred) and subject to the schedule and availability of Franchisor's training staff.

B. On-Site Assistance (if and as applicable). Franchisor will, upon Franchisee's written request, provide on-site assistance at the location of Franchisee's Franchised Business. In connection with such training, Franchisor shall reserve the right to charge its then-current Training Fee, and Franchisee shall be responsible for costs and expenses which Franchisor's training personnel incurs in connection with any travel, lodging or meal expenses in providing such assistance at the Franchised Business or otherwise on location in Franchisee's Designated Territory.

C. Additional and Refresher Training.

1. *Required Additional Training.* Franchisor may, as it deems appropriate in its discretion, develop additional and refresher training courses, and require Franchisee, its Designated Manager and any other Authorized Providers to attend such training and courses via webinar, Skype®, Zoom® or other, comparable medium that allows for remote attendance and completion ("Additional Training"). Franchisor will not require Franchisee to pay its then-current training fee in connection with any Additional Training that Franchisor requires under this Section, but Franchisee will be responsible for the costs and expenses incurred in connection with Franchisee and its designated personnel attending such training.

2. *Requested Additional Training and/or On-Site Assistance.* Franchisor may also provide Additional Training or other on-site assistance at Franchisee's reasonable written request, subject to: (i) the schedule and availability of Franchisor's training personnel; and (ii) Franchisee paying Franchisor's then-current training fee for each trainer that is provided in connection with the requested Additional Training, as well as Franchisee covering the costs and expenses that such personnel incur in providing such training. Franchisor will provide Additional Training under this Section as it deems appropriate in its discretion.

D. Manuals. Franchisor will provide access to, or otherwise loan, Franchisee one (1) copy of the Manuals prior to the opening of the Franchised Business. Franchisor will also loan Franchisee a list of: (i), equipment, inventory, supplies and other items that Franchisee is required to purchase or lease in connection with the establishment and ongoing operation of the Franchised Business (collectively, the "Required Items"); (ii) a list of all suppliers from which Franchisee must purchase or lease any Required Items, which may be Franchisor or its affiliates (collectively, the "Approved Suppliers"); and (iii) a list of the Approved Products and Approved Services that Franchisee is authorized to offer, sell or provide at and from the Franchised Business, including membership programs and services. The foregoing lists may be provided as part of the Manuals or otherwise in writing prior to opening, and Franchisor has the right to revise, supplement or otherwise modify these lists and the Manuals at any time upon written notice to Franchisee. Franchisor may also establish and maintain a website portal or other intranet for use by Franchisee and other Franchised Business owners (each, a "System Site"), wherein Franchisor may post content that will automatically become part of, and constitute a supplement to, the Manuals, all of which Franchisee must strictly comply with promptly after such content is posted or otherwise listed on any System Site. In the event Franchisee or its personnel saves or prints out a hard copy of any Manual, then such electronic/hard versions of said Manuals must be immediately returned or, at Franchisor's request, destroyed upon expiration or termination of this Agreement for any reason (and never used for any competitive purpose). The provisions of this Section shall survive the term of this Agreement.

E. **<u>Site Selection Review and Approval</u>**.

1. Following execution of this Agreement, Franchisor shall: (i) provide Franchisee with basic site selection criteria that Franchisor establishes for a third-party premises of an Franchised Business, if any; (ii) review and evaluate any site relocation proposals from Franchisee; and (iii) approve or reject such site selection proposals within 30 days of the date Franchisee provides Franchisor with all reasonably-requested information that Franchisor requests in connection with a given site proposal. The parties agree and acknowledge, however, that Franchisor's approval or any given site does not constitute a guarantee or other representation that the Franchised Business will succeed or otherwise perform at a certain level at that location.

2. Franchisor may condition its approval of any proposed Premises on the landlord's execution of Franchisor's form of Consent and Agreement of Landlord attached to this Agreement at Exhibit C in connection with the proposed site, which Franchisor will determine whether or not to require when Franchisee first proposes the proposed site as the Premises for the Franchised Business.

F. **<u>Initial Marketing Assistance</u>**. Franchisor may assist Franchisee, as it deems appropriate in its discretion, in developing and conducting the pre-opening marketing, sales and/or promotional activities associated with Franchisee's Initial Launch Marketing expenditure requirement (as defined and described more fully in Section 9 of this Agreement), which program will be conducted at Franchisee's expense.

G. **<u>Continuing Assistance</u>**.

1. Franchisor may, as it deems appropriate and advisable in its sole discretion, provide continuing advisory assistance in the operation of the Franchised Business. Franchisor's determination not to provide any particular service, whether initial or continuing, shall not excuse Franchisee from any of its obligations under this Agreement.

2. Franchisor may provide such assistance via telephone, fax, intranet communication, Skype or any other communication channel Franchisor deems appropriate, subject to the availability and schedules of Franchisor's personnel.

3. In the event Franchisee requests that Franchisor provide any type of assistance or training on-site at the Franchised Business, then Franchisee may be required to pay Franchisor's then-current training tuition fee in connection with such training (in addition to reimbursing Franchisor for any costs/expenses that Franchisor's personnel incurs in connection with providing such assistance).

H. **Review of Advertising Materials**. Franchisor will review and approve/reject any advertising or marketing materials proposed by Franchisee in connection with the Franchised Business as described more fully in Section 9 of this Agreement.

I. **Website**. For so long as Franchisor has an active website containing content designed to promote the Franchisor's brand, System and Proprietary Marks (collectively, the "Website"), Franchisor will list the contact information of the Franchised Business on this Website, provided Franchisee is not in material default under this Agreement. The Website is discussed in greater detail in Section 9(G) of this Agreement.

J. **Email Addresses**. Franchisor will provide Franchisee with at one (1) or more email address(es), as Franchisor determines appropriate based on the personnel and size of the Franchised Business, which Franchisee must and shall use in connection with the Franchised Business.

K. **Private Label Products**. Franchisor may directly, or indirectly through Franchisor's affiliates or designated vendors, develop and provide Franchisee with private label products or other merchandise bearing the Proprietary Marks to be used by Franchisee and/or offered and sold by Franchisee as part of the Approved Services that are provided at the Franchised Business, including the Lift System and/or System Containers. Franchisee may be required to purchase these items from Franchisor or any other Approved Supplier that Franchisor designates.

L. **Inspections of the Premises and Approved Vehicles**. Franchisor will, as it deems appropriate in its sole discretion, conduct inspections and/or audits of the Franchised Business and, upon 48 hours' notice, of the Premises and/or Approved Vehicles to ensure that Franchisee is operating its Franchised Business in compliance with the terms of this Agreement, the Manuals and the System standards and specifications. Such inspections may include: (i) inspections of the Premises and/or Approved Vehicles and inspecting any and all books and records; (ii) conducting inspections designed to evaluate the Approved Products and Approved Services provided by the Franchised Business and any pre-sale activities involved with the same. Inspections of the Premises and/or Approved Vehicles will only occur during normal business hours and, with respect to the Premises, will only involve the physical area that is specifically devoted to the Franchised Business. Franchisee is solely responsible for ensuring that the Franchised Business is being operated in compliance with all applicable laws and regulations.

M. **No Assumption of Liability**. Franchisor shall not, by virtue of any approvals or advice provided to the Franchisee under this Agreement, including site approval or other approval provided under this Section 5, assume any responsibility or liability to Franchisee or to any third party to which it would not otherwise be responsible or liable. Franchisee acknowledges that any assistance (including site selection and project oversight) provided by Franchisor or its designee in relation to the selection or development of the Premises is only for the purpose of determining compliance with System standards and does not constitute a representation, warranty, or guarantee, express, implied or collateral, regarding the choice and location of the Premises, that the development of the Premises is free of error, nor that the Franchised Business is likely to achieve any level of volume, profit or success.

N. **Delegation of Duties**. Franchisee acknowledges and agrees that any designee, employee, or agent of Franchisor may perform any duty or obligation imposed on Franchisor by the Agreement.

O. **Pre-Opening Obligations Acknowledgement**. If Franchisee believes Franchisor has failed to provide adequate pre-opening services as provided in this Agreement, Franchisee shall notify Franchisor in writing within sixty (60) days following the opening of the Franchised Business. Absent such notice to Franchisor, Franchisee acknowledges, agrees and grants that Franchisor fully complied with all of its pre-opening and opening obligations set forth in this Agreement.

P. **Annual Conference**. Franchisor may establish and conduct an annual conference for all franchise owners and may require Franchisee (or its Designated Manager) to attend this conference, but for no more than two (2) days each year. Franchisee will be solely responsible for all expenses incurred in attending the annual conference (including any employee wages), and Franchisor reserves the right to require Franchisee to pay Franchisor its then-current convention contribution or registration fee prior to attending.

6. DUTIES OF FRANCHISEE

A. **Securing an Approved Location**. Franchisee shall obtain and secure an Approved Location for the operation of the Franchised Business within ninety (90) days of the execution of this Agreement that Franchisor approves in its sole discretion (if an Approved Location is not already identified and accepted by Franchisor at the time of execution of this Agreement).

B. **Lease.** Franchisee must enter into a lease to govern (the "Lease"), or otherwise secure, the Approved Location within ninety (90) days from the execution of this Agreement, and ensure that it complies with all provisions of the Lease, including those provisions related to leasehold improvements and signage.

C. **Build-Out of Premises and Time to Open**.

1. Franchisee shall: (i) complete buildout of the Premises in accordance with applicable laws where the Franchised Business is located, acquire an initial stock of System Containers and Approved Vehicle equipped with the then-current Lift

System, and otherwise take all other actions necessary to commence operations hereunder, and (ii) launch active operations of the System Business, no later than six (6) months from the date this Agreement is executed (the "Opening Deadline").

2. If Franchisee fails to open the Franchised Business for operation within the prescribed period (or, if applicable, within any extended period of time Franchisor approves in writing), this Agreement will be deemed terminated upon written notice to Franchisee from Franchisor.

D. **Licenses and Permits for Franchised Business**. Prior to opening, Franchisee must obtain and maintain (throughout the term of this Agreement) all required licenses, permits and approvals to establish, open and operate the Franchised Business at the Premises and within the Designated Territory, including all required licenses and permits related to the offer and sale of container rental, transportation and storage, as well as the offer and sale of other Approved Products and Approved Services via the Franchised Business services and/or other Approved Services.

E. **Approved Products and Approved Services; Authorized Service Providers.**

1. *Authorized Products and Authorized Services Only Utilizing System-Compliant Equipment.* Franchisee must only offer and sell only the Approved Products and Approved Services at the Franchised Business. Franchisee may not offer or provide any other products/services and must not deviate from Franchisor's System standards and specification related to the manner in which the Approved Services and Approved Products are offered and sold, unless Franchisor provides its prior written consent. Franchisor has the right to add additional, delete or otherwise modify certain of the Approved Services or Approved Products from time to time in the Manuals and otherwise in writing, as it deems appropriate in its sole discretion. In the event of a dispute between Franchisee and Franchisor concerning Franchisee's right to carry any particular product or to offer any specific service, Franchisee will immediately remove the disputed products from inventory, remove the disputed service from those services offered at the Premises, or, if the same are not already in inventory or such services not yet being offered, will defer offering for sale such products and services pending resolution of the dispute. Franchisee may not offer or sell any Approved Services utilizing Containers, Lift System or an Approved Vehicle that is not properly branded and/or does not otherwise comply with Franchisor's then-current System standards and specifications set forth in the Manual(s).

2. *Business Personnel that May Provide Certain Approved Services and/or Approved Products.* Franchisee agrees and acknowledges that: (i) certain Approved Services and corresponding Approved Products through the Franchised Business, including those Approved Services involving the System Containers and/or Lift System, Franchisee, its Designated Manager or other individual must first complete the appropriate components of the Initial Training Program necessary to become trained and authorized to provide such Approved Services and/or utilize such Approved Products; and (iii) Franchisee must ensure that Approved Services and Approved Products sold and/or provided through the Franchised Business are

provided by personnel that has completed the appropriate training (subject to terms of this Agreement).

F. **Maintenance and Refurbishment of Approved Vehicles, Signs, and Inventory**. Franchisee must make such additions, alterations, repairs, and replacements to the Approved Vehicles, Lift System(s), Containers and other primary equipment, as well as those items bearing the Proprietary Marks, as Franchisor requires in a prior written notice (via the Manuals or otherwise). At Franchisor's request, which shall not be more often than once every five (5) years, Franchisee shall refurbish and upgrade the Approved Vehicles, any equipment thereon, and other components of the Franchised Business at its expense, to conform to the building design, trade dress, color schemes, and presentation of Proprietary Marks consistent with Franchisor's then-current standards and conditions for the System, including without limitation, redecoration, remodeling, and modifications to existing improvements, but specifically excluding vehicle wraps, lettering, and/or trade dress for those vehicles used in the operation of the Franchised business that may be updated more frequently (collectively, the "Vehicle Updates").

G. **Compliance with Applicable Laws**. Franchisee must at all times conduct and operate the Franchised Business in accordance with all federal, state, and local laws, ordinances, and regulations applicable thereto.

H. **Approved Vehicle; Other Required Items**. Franchisee must: (i) purchase, lease, and/or maintain any and all Required Items that Franchisor designates for use in connection with the Franchised Business that may include, without limitation, the Approved Vehicle, System Containers, Lift System, Computer System and/or designated software, other equipment, supplies, inventory; (ii) ensure that all Required Items meet Franchisor's standards and specifications; and (iii) purchase all items Franchisor specifies from the Approved Supplier(s) that Franchise designates, which may include Franchisor or its affiliate(s). Franchisee agrees and acknowledges that Franchisor and/or its affiliates may derive revenue from the offer and sale of Required Items. Franchisee agrees to maintain any Approved Vehicle in good mechanical condition and an appearance that properly represents the Franchisor's brand to the public and to improve vehicle appearance at the request of the Franchisor.

I. **Required Purchases of Inventory and Supplies**. Franchisee must purchase all inventory and supplies required to sell and provide the Approved Products and Approved Services, as well as thereafter maintain such inventory/supply levels, as Franchisee deems reasonably necessary and appropriate to meet current customer demand and any anticipated customer demand in the near future; provided, however, Franchisee shall maintain the total number of Containers Franchisee is required to have in inventory at all times during the Term.

J. **Alternative Supplier Approval**. If Franchisee wishes to purchase any unapproved item, including inventory, and/or acquire approved items from an unapproved supplier, Franchisee must provide Franchisor the name, address and telephone number of the proposed supplier, a description of the item Franchisee wishes to purchase, and the purchase price of the item, to the extent known. At Franchisor's request, Franchisee must also provide Franchisor, for testing purposes, a sample of the item Franchisee wishes to purchase. If Franchisor incurs any costs in connection with testing a particular product or evaluating an unapproved supplier at Franchisee's request, Franchisee must reimburse

Franchisor for Franchisor's reasonable testing costs, regardless of whether Franchisor subsequently approves the item or supplier. Franchisor will use commercially reasonable efforts to notify Franchisee in writing whether or not Franchisee's request is approved or denied within thirty (30) days of: (i) Franchisor's receipt of all supporting information from Franchisee regarding Franchisee's request under this Section; and (ii) if applicable, Franchisor's completion of any inspection or testing associated with Franchisee's request. If Franchisor does not provide written approval within this time period, then Franchisee's request will be deemed denied. Franchisor may, but is not obligated to, provide Franchisee's proposed supplier with its specifications for the item that Franchisee wishes the third-party to supply, provided that third-party executes Franchisor's prescribed form of non-disclosure agreement. Each supplier that Franchisor approves must comply with Franchisor's usual and customary requirements regarding insurance, indemnification and non-disclosure. If Franchisor approves any supplier, Franchisee may enter into supply contracts with such third party, but under no circumstances will Franchisor guarantee Franchisee's performance of any supply contract. Franchisor may re-inspect and revoke Franchisor's approval of particular products or suppliers when Franchisor determines, in Franchisor's sole discretion, that such products or suppliers no longer meet Franchisor's standards. Upon receipt of written notice of such revocation, Franchisee must cease purchasing products from such supplier. Nothing in this Section shall be construed to require Franchisor to approve any particular supplier. Franchisor may base Franchisor's approval of any such proposed item or supplier on considerations relating not only directly to the item or supplier itself, but also indirectly to the uniformity, efficiency, and quality of operation Franchisor deems necessary or desirable in Franchisor's System as a whole. Franchisor has the right to receive payments from suppliers on account of their dealings with Franchisee and other franchisees and to use all amounts Franchisor receives without restriction (unless instructed otherwise by the supplier) for any purposes Franchisor deems appropriate.

K. **Training Completion and Conference Attendance**.

1. Franchisee must ensure that Franchisee, its Designated Manager and any other prospective Authorized Providers each attend and successfully complete the Initial Training Program, or appropriate portions thereof with respect to any prospective Authorized Providers, prior to opening the Franchised Business. Franchisee agrees and acknowledges that Franchisor may require Franchisee and its personnel to complete the components of the Initial Training Program that are provided via remote participation prior to opening or otherwise launching operations of the Franchised Business.

2. Franchisee agrees and acknowledges that Franchisee must complete and/or satisfy the following Training Pre-Conditions before Franchisor will approve Franchisee or any of its designated trainees to attend the components of the Initial Training Program that are provided at Franchisor's headquarters or other designated training facility:

   i. submit, and obtain Franchisor's approval of, Franchisee's Initial Launch Marketing plan for the Franchised Business;

ii. demonstrate that Franchisee has obtained all required insurance coverages as set forth in this Agreement and the Manuals;

iii. consult with counsel to ensure any then-current template agreement or services agreement that Franchisor provides to Franchisee in its Manuals are reviewed by counsel and ensure the validity and enforceability of any such agreement; and

iv. provide Franchisor with completed copies of all agreements and contracts that are attached as Exhibits to this Agreement that are signed by Franchisee and/or appropriate third party(ies), to the extent such documents have not been signed, completed or need to be updated as of that date.

3. Franchisee must also ensure that Franchisee, its Designated Manager and any other Authorized Providers attend and complete any Additional Training or Remedial Training that may be required pursuant to this Agreement.

4. Franchisee agrees and acknowledges that it will be solely responsible for: (i) all costs associated with Franchisee and/or its designated personnel attending any initial or ongoing training provided by Franchisor or any third-party trainer pursuant to this Agreement; and (ii) paying Franchisor its then-current Training Fee for any (a) Additional Training requested by Franchisee (b) any replacement or new personnel that needs to attend any portion of our Initial Training Program, as set forth in this Agreement.

5. Any failure by Franchisee, its Designated Manager or other Authorized Provider to (a) attend and complete the Initial Training Program, or (b) any other training/conferences that such individual(s) are required to attend and/or complete hereunder will constitute a material default of this Agreement and grounds for termination if not cured within the appropriate cure period set forth in this Agreement.

L. **Training of Personnel other than Authorized Providers.** Franchisee or at least one (1) of Franchisee's personnel that has successfully completed the entire Initial Training Program must conduct training classes for, and properly train, all of Franchisee's employees on sales, advertising, maintenance of the Premises, the POS and computer system, as well as any other information that is relevant to each individual's role with the Franchised Business, including Franchisor's standards and specifications for operating the Franchised Business, as Franchisor may set forth in the Manuals or otherwise in writing. Further, at least one (1) person that has completed the entire Initial Training Program must manage the Franchised Business at all times.

M. **Hours of Operation**. Franchisee shall keep the Franchised Business open and in normal operation for such minimum hours and days as Franchisor may prescribe in the Manuals or otherwise in writing and must ensure that the Franchised Business is sufficiently staffed.

N. **Image**. Franchisee shall maintain the image of the Approved Vehicle(s), Lift System(s) and Premises of the Franchised Business at all times in accordance with Franchisor's standards and specifications, including: (i) ensuring that each Approved Vehicle is maintained in a clean and orderly manner; and (ii) ensuring that all equipment used in connection with the Franchised Business remains in good, clean condition.

O. **Customer Lists and Data/Agreements; Privacy Laws**.

1. Franchisee must (i) maintain a list of all of its current and former Clients, as well as their properties and any Approved Services contracts associated therewith (the "Client Information"), at the Premises; and (ii) make such lists and contracts available for Franchisor's inspection upon request. Franchisee must promptly return this information to Franchisor upon expiration or termination of this Agreement for any reason. This Client Information is deemed "Confidential Information" (as later defined in this Agreement) and Franchisor's exclusive property hereunder, including all Approved Services contracts with such Clients. Franchisee acknowledges that Franchisor may have automatic access to any or all of this information via the Computer System and related software that Franchisor requires for use in connection with the Franchised Business.

2. Franchisee agrees to comply with all applicable laws pertaining to the privacy of the customer, employee, and transactional information ("Privacy Laws"). Franchisee further agrees to comply with Franchisor's standards and policies pertaining to Privacy Laws. If there is a conflict between Franchisor's standards and policies pertaining to Privacy Laws and actual applicable law, Franchisee will: (i) comply with the requirements of applicable law; (ii) immediately give Franchisor written notice of said conflict; and (iii) promptly and fully cooperate with Franchisor in determining the most effective way, if any, to meet Franchisor's standards and policies pertaining to Privacy Laws within the bounds of applicable law. Franchisee agrees not to publish, disseminate, implement, revise, or rescind a data privacy policy without Franchisor's prior written consent.

S. **Promotional Prices; Pricing Guidelines**. To the extent permitted under applicable law, Franchisee must use commercially reasonable efforts to follow Franchisor's general pricing guidelines, including any promotional prices set by Franchisor for a particular Approved Product or Approved Service. As an independent contractor, however, Franchisee may exercise flexibility in meeting competition with respect to the pricing of the Approved Products and Approved Services.

T. **Operation of Franchised Business and Customer Service**. Franchisee shall manage and operate the Franchised Business in an ethical and honorable manner, and must ensure that all those working at the Franchised Business provide courteous and professional services to customers and always keep its customers' interests in mind while protecting the goodwill of the Proprietary Marks, System and the Franchised Business. Franchisee must handle all customer complaints and requests for returns and adjustments in a manner consistent with Franchisor's standards and specifications, and in a manner that will not detract from the name and goodwill enjoyed by Franchisor. Franchisee must consider and act promptly with respect to handling of customer complaints and implement complaint response procedures that Franchisor outlines in the Manuals or otherwise in writing.

U. **Access for Inspections/Audit**. To determine whether Franchisee is complying with this Agreement, Manuals and the System, Franchisor and its designated agents or representatives may at all times and without prior written notice to Franchisee: (i) observe and monitor the operation of the Franchised Business for consecutive or intermittent periods as Franchisor deems necessary; (ii) allow Franchisor to inspect photograph, or videotape the Franchised Business, equipment, or operations therein; (iii) interview or survey personnel and Clients of the Franchised Business; and (iv) inspect, audit and/or copy any books, records, and agreements relating to the operation of the Franchised Business, including all financial information. Franchisee agrees to cooperate with Franchisor fully in connection with these undertakings by Franchisor (if taken) and take such steps as may be necessary to immediately correct the deficiencies detected during any such inspection. If Franchisor exercises any of these rights, Franchisor will use commercially reasonable efforts to not unreasonably interfere with the operation of the Franchised Business.

V. **Personal Participation by Franchisee**. Unless Franchisor agrees otherwise in a separate writing, Franchisee must personally participate in the direct management operation of the Franchised Business on a full-time basis, unless Franchisee engages a Designated Manager that Franchisor approves in writing to manage the day-to-day operations of the Franchised Business when Franchisee is not present. If Franchisee designates a manager at any time, that manager must successfully complete the Initial Training Program prior to assuming any management responsibilities in connection with the Franchised Business. Regardless, Franchisee is solely responsible for all aspects of the operation of the Franchised Business and ensuring that all the terms, conditions, and requirements contained in this Agreement and in the Manuals are met and kept.

W. **Credit Cards and Payment Methods**. Franchisee must accept credit cards in connection with the Franchised Business to facilitate sales, including Visa, MasterCard, American Express, and Discover and any other major credit cards designated by Franchisor. Franchisee may also accept cash and/or checks in connection with the Franchised Business. Franchisee agrees to comply with the then-current Payment Card Industry Data Security Standards ("PCI DSS"), as such standards may be revised and modified by the PCI Security Standards Council (see www.pcisecuritystandards.org), or any successor organization or standards that Franchisor may reasonably specify. Franchisee's requirements include, but are not limited to, implementing the enhancement, security requirements, and other standards that the PCI Security Standards Council (or its successor) requires of a merchant that accepts payment by credit and/or debit cards.

X. **Payments to Franchisor**. Franchisee agrees to promptly pay Franchisor all payment and contributions that are due to Franchisor, its affiliates and/or any Approved Supplier.

Y. **Employment and Other Personnel Decisions**. Franchisee agrees to be solely responsible for all employment decisions and to comply with all state, federal, and local hiring laws and functions of the Franchised Business, including without limitation, those related to hiring, firing, training, wage and hour requirements, compensation, promotion, recordkeeping, supervision, and discipline of employees, paid or unpaid, full or part-time. Franchisee's employees must be competent, conscientious, and properly trained.

7. PROPRIETARY MARKS AND OTHER INTELLECTUAL PROPERTY RIGHTS

A. **Ownership of Proprietary Marks**. Franchisee acknowledges the exclusive ownership and/or right to use the Proprietary Marks by Franchisor, and Franchisee agrees that during the term of this Agreement and after its expiration or termination Franchisee will not directly or indirectly contest or aid in contesting the validity of the Proprietary Marks or the ownership or rights of the Proprietary Marks by Franchisor. Furthermore, Franchisee intends and hereby concedes that any commercial use Franchisee may make of the Proprietary Marks shall contribute and inure to the commercial use and benefit of Franchisor, which Franchisor may claim to strengthen and further secure ownership of the Proprietary Marks.

B. **Permitted Use**. It is understood and agreed that the use by Franchisee of Franchisor's Proprietary Marks applies only in connection with the operation of the Franchised Business at the Premises, and includes only such Proprietary Marks as are now designated, or which may hereafter be designated in the Manuals or otherwise in writing as part of the System (which might or might not be all of the Proprietary Marks pertaining to the System owned by the Franchisor), and does not include any other mark, name, or indicia of origin of Franchisor now existing or which may hereafter be adopted or acquired by Franchisor.

C. **Use of Proprietary Marks in Advertising and Signage**. To develop and maintain high, uniform standards of quality and service and thereby protect Franchisor's reputation and goodwill, as well as that of the System, Franchisee agrees to:

1. Operate and advertise the Franchised Business only under the Proprietary Marks authorized by Franchisor as specified in this Agreement or the Manuals;

2. Maintain and display signage and advertising bearing the Proprietary Marks that reflects the current commercial image of the System and, upon notice from Franchisor, to immediately discard and cease use of Proprietary Marks or other imagery that has become obsolete and no longer authorized by Franchisor.

3. Upon Franchisor's request, Franchisee hereby covenants and agrees that it will affix in a conspicuous location in or upon the Premises, a sign containing the following notice: "This business is owned and operated independently by (*name of franchisee*) who is an authorized licensed user of the trademark, MI-BOX, under a license agreement with MI-BOX, LLC."

D. **Proprietary Marks are Sole Property of Franchisor**. Franchisee acknowledges that the Proprietary Marks, System, Manuals, and all other information and items delivered to Franchisee by Franchisor pursuant to this Agreement or in furtherance of the System, including without limitation, signage, video and audio tapes or disks, information communicated by electronic means, and intellectual property, are the sole and exclusive property of Franchisor, and Franchisee's right to use the same are contingent upon Franchisee's continued full and timely performance under this Agreement. Franchisee acknowledges it acquires no rights, interests, or claims to any of said property, except for Franchisee's rights to use the same under this Agreement for the term hereof and strictly in the manner prescribed. Franchisee agrees that it will not, during the term of this Agreement or any time thereafter, contest or challenge the sole and exclusive proprietary rights of Franchisor (and, if appropriate, Franchisor's affiliates) to the Proprietary Marks, System, Manuals, and other information, intellectual property, and items delivered or provided or to which Franchisee obtains access under this Agreement, nor shall Franchisee claim any proprietary interest in such property. Franchisee agrees that it will not adopt, display, attempt to register or otherwise use any names, marks, insignias, or symbols in any business that are or may be confusingly similar to the Proprietary Marks licensed under this Agreement.

E. **Legal Action Involving Proprietary Marks**. Furthermore, Franchisee agrees to cooperate with and assist Franchisor in connection with any legal action brought by or against either of them regarding the protection and preservation of the Proprietary Marks, System, or the Manuals and other information and intellectual property delivered to Franchisee or used by Franchisee under this Agreement.

F. **Improvements**. Franchisee agrees to disclose promptly to Franchisor any and all inventions, discoveries, and improvements, whether or not patentable or copyrightable, that are conceived or made by Franchisee or its employees or agents that are in any way related to the establishment or operation of the Franchised Business (collectively, the "Improvements"), all of which shall be automatically and without further action owned by Franchisor without compensation to Franchisee (including all intellectual property rights therein). Whenever requested to do so by Franchisor, Franchisee will execute any and all applications, assignments, or other instruments that Franchisor may deem necessary to apply for and obtain intellectual property protection or to otherwise protect Franchisor's interest therein. These obligations shall continue beyond the termination or expiration of this Agreement. If a court should determine that Franchisor cannot automatically own certain of the Improvements that may be developed, then Franchisee hereby agrees to grant Franchisor a perpetual, royalty-free worldwide license to use and sublicense others to use such Improvements.

G. **Modification or Substitution of Marks by Franchisor**. If in Franchisor's reasonable determination, the use of Proprietary Marks in connection with the System will infringe or potentially infringe upon the rights of any third party, weakens or impairs Franchisor's rights in the Proprietary Marks, or it otherwise becomes advisable at any time in Franchisor's sole discretion for Franchisor to modify, discontinue, or to use one (1) or more additional or substitute trade or service Proprietary Marks then upon notice from Franchisor, Franchisee will terminate or modify, within a reasonable time, such use in the manner prescribed by Franchisor. If Franchisor changes the Proprietary Marks in any manner, Franchisor will not reimburse Franchisee for any out-of-pocket expenses that Franchisee incurs to implement such modifications or substitutions. Franchisor is not obligated to reimburse Franchisee for any loss of goodwill or revenue associated with any modified or discontinued Proprietary Mark, nor is Franchisor responsible for reimbursing Franchisee for any other costs or damages

H. **Modification of Proprietary Marks by Franchisee**. Franchisee agrees not to make any changes or amendments whatsoever in or to the use of the Proprietary Marks unless directed by Franchisor in writing.

I. **Non-Exclusive Use of Proprietary Marks**. Franchisee understands and agrees that its right to use the Proprietary Marks is non-exclusive, that Franchisor in its sole discretion has the right to grant licenses to others to use the Proprietary Marks and obtain the benefits of the System in addition to the licenses and rights granted to Franchisee under this Agreement, and that Franchisor may develop and license other trademarks or service marks in conjunction with systems other than the System on any terms and conditions as Franchisor may deem advisable where Franchisee will have no right or interest in any such other trademarks, licenses, or systems.

J. **Acknowledgements**. With respect to Franchisee's use of the Proprietary Marks pursuant to this Agreement, Franchisee acknowledges and agrees that:

1. Franchisee shall not use the Proprietary Marks as part of Franchisee's corporate or any other business name or domain name;

2. Franchisee shall not hold out or otherwise use the Proprietary Marks to perform any activity or incur any obligation or indebtedness in such a manner as might in any way make Franchisor liable therefor without Franchisor's prior written consent; and

3. Franchisee shall execute any documents and provide such other assistance deemed necessary by Franchisor or its counsel to obtain protection for Proprietary Marks or to maintain the continued validity of such Proprietary Marks.

K. **Use Outside Scope**. Franchisee acknowledges that the use of the Proprietary Marks outside the scope of this license without Franchisor's prior written consent is an infringement of Franchisor's exclusive right to use the Proprietary Marks and, during the term of this Agreement and after the expiration or termination hereof, Franchisee covenants not to directly or indirectly commit an act of infringement, contest or aid in contesting the validity or ownership of Franchisor's Proprietary Marks, or take any other action in derogation thereof.

L. **Notification of Infringement**. Franchisee shall notify Franchisor within three (3) calendar days of any suspected infringement of, or challenge to, the validity of the ownership of, or Franchisor's right to use, the Proprietary Marks licensed hereunder. Franchisee will not communicate with any persons other than Franchisor or Franchisor's legal counsel in connection with any such infringement, challenge, or claim. Franchisee acknowledges that Franchisor has the right to control any administrative proceeding or litigation involving the Proprietary Marks. In the event Franchisor undertakes the defense or prosecution of any litigation relating to the Proprietary Marks, Franchisee agrees to execute any and all documents and to do such acts and things as may be necessary in the opinion of counsel for Franchisor to carry out such defense or prosecution.

M. **Indemnification Regarding Marks**. Franchisor will indemnify and defend Franchisee against any third-party claim brought against Franchisee that arises solely out of Franchisee's authorized use of the Proprietary Marks licensed under this Agreement in connection with the Franchised Business, provided: (i) such use is in full compliance with Franchisor's standards and specifications; and (ii) Franchisee notifies Franchisor in writing of this third-party claim within three (3) calendar days of receiving notice or otherwise learning of the claim. Franchisor will have complete control over the defense and, if appropriate, settlement negotiations and resolution regarding the claims described in this

Section, including the right to select legal counsel Franchisor deems appropriate. Franchisee must fully cooperate with Franchisor in connection with Franchisor's defense or settlement of any third-party claim that Franchisor determines to take control of under this Section 7. Notwithstanding anything in this Section to the contrary, Franchisor's liability under this Section shall be limited to no more than the Initial Franchise Fee paid under this Agreement.

N. **Other Obligations of Franchisee**. In addition to all other obligations of Franchisee with respect to the Proprietary Marks licensed herein, Franchisee agrees:

1. To feature and use the Proprietary Marks solely in the manner prescribed by Franchisor and not use the Proprietary Marks on the Internet or otherwise online, except as approved in writing by Franchisor; and

2. To observe all such requirements with respect to service mark, trademark and copyright notices, fictitious name registrations, and the display of the legal name or other identification of Franchisee as Franchisor may direct in writing from time to time.

O. **Proprietary Equipment and Related IP**. Franchisee further agrees and acknowledges that: (i) both the System Containers and Lift System are proprietary components of the System that have intellectual property rights that are the property of Franchisor, its affiliates and/or Approved Suppliers; and (ii) Franchisee will not contest or challenge the intellectual property ownership or rights associated with the foregoing equipment/inventory or any other proprietary component of Franchisor's system that is developed in the future; and (iii) Franchisee may not utilize the System Containers and/or Lift System for any purpose other than the operation of the Franchised Business at any time during or after the term of this Agreement, unless Franchisor and/or the other applicable intellectual property owners agree otherwise in a separate, signed agreement.

8. OPERATIONS MANUALS AND CONFIDENTIAL INFORMATION

A. **Manuals**. Franchisor will loan or provide online access to one (1) copy of the Manuals to Franchisee. The Manuals shall at all times remain the sole property of Franchisor and any and all copies (hard copies or electronic files) of the Manuals must be returned to Franchisor upon termination or expiration and non-renewal of this Agreement. In order to protect the reputation and goodwill of Franchisor and the System, and to maintain uniform standards of operation under Franchisor's Proprietary Marks, Franchisee shall conduct the Franchised Business in accordance with Franchisor's Manuals. In order for Franchisee to benefit from new knowledge, information, methods, and technology adopted and used by Franchisor in the operation of the System, Franchisor may from time to time revise the Manuals, and Franchisee agrees to adhere to and abide by all such revisions (at its expense). Franchisee agrees at all times to keep its copy of the Manuals current and up-to-date. In the event of any dispute as to the contents of Franchisee's Manual, the terms of the master copy of the Manuals maintained by Franchisor at its home office shall be controlling. Franchisor may provide any supplements, updates or revisions to the Manuals via the Internet, email, the System-wide intranet/extranet or any other electronic or traditional mediums it deems appropriate.

B. **Control of Franchised Business**. Franchisee acknowledges any Manual(s) provided by Franchisor to Franchisee are intended to protect Franchisor's standards, systems, names, and marks, and are not intended to control day-to-day operation of Franchisee's Business. Franchisee further acknowledges and agrees that the Franchised Business will be under the control of the Franchisee at all times, and that Franchisee will be responsible for the day-to-day operation thereof.

C. **Confidential Information**. In connection with the operation of the Franchised Business, Franchisee will from time to time become acquainted with, work with, and even generate certain information, procedures, techniques, data, and materials that are and, by this Agreement, will become proprietary to Franchisor. Franchisee and all persons signing this Agreement agree to keep confidential any of Franchisor's trade secrets or proprietary information as defined below and will not use such for its or their own purpose or supply or divulge same to any person, firm, association, or corporation except as reasonably necessary to operate the Franchised Business. Franchisee agrees that it will have no proprietary interest in any work product developed or used by it that arises out of the operation of the Franchised Business. Franchisee will, from time to time as may be requested by Franchisor, do all things that may be necessary to establish or document Franchisor's ownership of any such work product, including without limitation, the execution of assignments.

D. **Trade Secrets and Confidential Information Description**. The confidentiality requirements set forth in the preceding paragraph will remain in full force and effect during the term of this Agreement and in perpetuity after its termination or expiration and non-renewal. Franchisor's trade secrets and proprietary/confidential information include the following:

1. The Manuals;

2. Any customer data, including the names, contact information, rental preferences and any other information concerning users of the Approved Services, except for credit card numbers, bank information or other financial data related to the transaction of funds between the Franchisee and Clients (collectively, the "Customer Data");

3. Any and all information and materials, including all items covered by copyright, patent or any other intellectual property, associated with any component of the System, including Franchisor's Approved Suppliers, the Lift System and System Containers and related specifications/information;

4. Any information or materials, whether technical or non-technical, that is used in connection with or otherwise related to the establishment and operation of a Franchised Business or the System that is not commonly known by, or available to, the public, including without limitation, any proprietary software; and

5. Any other information that may be imparted to Franchisee from time to time and designated by Franchisor as confidential (collectively, the "Confidential Information").

E. **Confidential Information as Property of Franchisor**. Franchisee acknowledges and agrees that the Confidential Information, which includes the Customer Data, and any business goodwill of the Franchise are Franchisor's sole and exclusive property and that Franchisee will preserve the confidentiality thereof. Upon the termination or expiration and non-renewal of this Agreement, all items, records, documentation, and recordings incorporating any Confidential Information will be immediately turned over by Franchisee, at Franchisee's sole expense, to Franchisor or to Franchisor's authorized representative.

F. **Information Not Confidential**. Excepted from Confidential Information for purposes of non-disclosure to any third parties by Franchisee and/or its Restricted Persons (as defined in Section 8(H) below) is information that:

1. Becomes publicly known through no wrongful act of Franchisee or Restricted Persons; or

2. Is known by Franchisee or Restricted Persons without any confidential restriction at the time of the receipt of such information from Franchisor or becomes rightfully known to them without confidential restriction from a source other than Franchisor.

G. **Reasonable Efforts to Maintain Confidentiality**. Franchisee shall at all times treat the Confidential Information as confidential and shall use all reasonable efforts to keep such information secret and confidential, including without limitation, all logins/passwords/keys necessary to access any component of the Computer System or related software used in connection with the Franchised Business. The Manuals must remain at the Premises and be kept in a secure location, except when it is being studied by Franchisee or Franchisee's employees. Franchisee shall not, at any time without Franchisor's prior written consent, copy, scan, duplicate, record, distribute, disseminate, or otherwise make the Manuals available to any unauthorized person or entity, in whole or in part.

H. **Prevention of Unauthorized Use or Disclosure**. Franchisee shall adopt and implement all reasonable procedures as Franchisor may prescribe from time to time to prevent the unauthorized use or disclosure of any of the Confidential Information. Franchisee must ensure and require that all of its officers, agents, directors, shareholders, trustees, beneficiaries, partners, employees, and independent contractors who may obtain or who are likely to obtain knowledge concerning the Confidential Information (collectively, "Restricted Persons") execute Franchisor's prescribed form of confidentiality agreement that will be in substantially the same form attached to this Agreement as Exhibit E (the "Confidentiality and Restrictive Covenant Agreement"). Franchisee must obtain a signed copy of the Confidentiality and Restrictive Covenant Agreement from any such person prior to, or at the same time of, that person undertaking its role and/or employment or association with Franchisee or the Franchised Business. Franchisee's spouse or significant other shall also be bound by the same requirement and shall sign the same Confidentiality and Restrictive Covenant Agreement. Franchisee must provide Franchisor with a copy of each signed Confidentiality and Restrictive Covenant Agreement within ten (10) days of Franchisor's request. Franchisee's failure to comply with this Section shall constitute a default under this Agreement that, if uncured, shall be grounds for termination hereof.

9. ADVERTISING

A. **Advertising and Sales Promotion Programs**. Franchisor may from time to time develop and create advertising and sales promotion programs designed to promote and enhance the collective success of all or some of the Franchised Businesses operating under the System. Franchisee must participate in all such advertising and sales promotion programs in accordance with the terms and conditions established by Franchisor for each program. Franchisor may also request that Franchisee purchase and/or make copies of (and Franchisee's expense) and subsequently use certain other advertising or promotional materials that Franchisor designates for use in connection with the Franchised Business.

B. **Approval for all Advertising/Promotional Materials**. All advertising and promotion by Franchisee in any medium must be conducted in a professional manner and shall conform to Franchisor's standards and requirements as set forth in the Manuals or otherwise. Franchisee shall obtain Franchisor's approval of all advertising and promotional plans and materials twenty (20) days prior to use if such plans and materials have not been prepared by Franchisor or previously approved by Franchisor during the twelve (12) months prior to their proposed use. Franchisee must submit unapproved plans and materials to Franchisor, and Franchisor will have fifteen (15) days to notify Franchisee of its approval or disapproval of such materials. If Franchisor does not provide its specific approval of the proposed materials within this fifteen (15) day period, the proposed materials will be deemed rejected. Any plans and materials that Franchisee submits to Franchisor for its review will become Franchisor's property and there will be no restriction on Franchisor's use or dissemination of such materials. Once approved, Franchisee may use the proposed until such time that Franchisor provides written notice to Franchisee requiring Franchisee to discontinue using the previously-approved materials in writing. Franchisor may revoke its approval of any previously-approved advertising materials upon notice to Franchisee. Franchisor reserves the right to require Franchisee to include certain language on all advertising to be used locally by Franchisee or to be used by a Cooperative, including, but not limited to, the phrase "Franchises Available" and references to Franchisor's telephone number and/or website.

C. **Initial Launch Marketing**. During the initial three (3) months of operating the Franchised Business, Franchisee must expend a minimum amount between $2,000 and $5,000 on local advertisement and promotion of the grand opening of the Franchised Business ("Initial Launch Marketing"), in accordance with the marketing plan that Franchisor approves prior to or around the time of opening. Prior to the opening of the Franchised Business, Franchisor will designate the exact minimum that Franchisee must expend on Initial Marketing within this initial three (3) month period, which will typically be based on the size and demographics of the Designated Territory. Prior to their use, all initial marketing materials must be approved by Franchisor. Franchisor will have the right to approve and/or designate the type of expenditures that are made as part of Franchisee's Initial Launch Marketing. Initial Launch Marketing expenditures will be in addition to any Local Advertising expenditures, as set forth in this Agreement.

D. **Local Advertising.** Franchisee shall comply with the following minimum requirements in regard to the local advertising, marketing and promotion of the Franchised Business (the "Local Advertising Requirement" or "LAR") within the Designated Territory:

1. During the first six (6) months following the initial launch of the Franchised Business, Franchisee's LAR shall be $1,500 per month. Thereafter, Franchisee's monthly LAR will amount to: (i) $1,500; or (ii) any lesser amount that Franchisee can demonstrate it expended over a prior calendar month of operations wherein the Franchised Business maintained at least a 70% occupancy rate of Franchisee's actual then-current System Container inventory throughout that calendar month of operations; and

2. Franchisor may require Franchisee to prepare an initial comprehensive local advertising plan and program prior to opening the Franchise Business that details Franchisee's budget and anticipated expenditures for the Local Advertising Requirement for the Franchised Business's first year of operations, which must be approved by Franchisor prior to opening. Franchisor may further require that Franchisee submit an annual Local Advertising Requirement plan or program for each subsequent year of the Franchised Business's operation on or before the beginning of the Franchised Business's fiscal year that must be approved by Franchisor prior to implementation. Franchisor may from time to time provide to Franchisee, at Franchisee's expense, such approved advertising and promotional plans and materials as Franchisor deems advisable. Franchisor may, as it deems necessary in its sole discretion, provide general guidelines for conducting local advertising so as to better assist Franchisee. Upon Franchisor's written request, Franchisee shall furnish to Franchisor an accurate accounting of the expenditures on local advertising for the preceding month within 30 days of said request.

E. **Advertising Council**. Franchisor may establish, if and when it deems appropriate in its sole discretion, a council to provide advice and guidance regarding various advertising/marketing matters (an "Advertising Council"). If Franchisor establishes an Advertising Counsel, it may serve in only an advisory capacity and may consist of franchisees, personnel from Franchisor's affiliate-owned Franchised Businesses, or other management/employees that Franchisor designates. If an Advertising Council is established, the membership of such Advertising Council, along with the policies and procedures by which it operates, will be determined by Franchisor. The recommendations of the Advertising Council shall not be binding on Franchisor.

F. **Website**. Franchisor may establish an interior page on its corporate website to display the Premises and contact information associated with the Franchised Business for so long as (i) the Franchised Business is open and actively operating, and (ii) this Agreement is not subject to termination. If Franchisor creates and includes any information about Franchisee on a website, then Franchisor may require Franchisee to prepare all or a portion of the page, at Franchisee's expense, using a template that Franchisor provides. Franchisee may not establish any separate website or other Internet presence in connection with the Franchised Business, System or Proprietary Marks without Franchisor's prior written consent. If approved to establish a separate website, Franchisee shall comply with Franchisor's policies, standards and specifications with respect to the creation, maintenance and content of any such website. Franchisee specifically acknowledges and agrees that any website owned or maintained by or for the benefit of Franchisee shall be deemed "advertising" under this Agreement and will be subject to (among other things) Franchisor's approval as described in this Section 9. Franchisor shall have the right to modify the provisions of this Section relating to Franchisee's use of separate websites and social media, as Franchisor determines necessary or appropriate. Franchisee must follow Franchisor's social media policies and directives as set forth in the Manuals, including the Policy and Procedures Manual and/or Marketing Manual.

G. **Cooperatives**. Franchisor may establish regional advertising cooperatives that are comprised of multiple Franchised Business owners located within a geographical region that Franchisor designates (each, a "Cooperative"). If Franchisor establishes a Cooperative and designates Franchisee as a member thereof, Franchisee may be required to contribute to the Cooperative in a specified amount. All amounts paid to a Cooperative will be credited towards Franchisee's Local Advertising Requirement. Franchisor may specify the governing rules, terms and operating procedures of any Cooperative.

10. ACCOUNTING AND RECORDS

A. **Maintenance of Records**. Franchisee must, accordance with generally accepted accounting principles, maintain original, full, and complete Computer System files, backup files, other records, accounts, books, data, licenses, contracts, and product vendor invoices which shall accurately reflect all particulars relating to the Franchised Business, as well as other statistical and financial information and records Franchisor may require. All of this information must be kept for the duration of this Agreement and for a period of at least three (3) years thereafter. Upon Franchisor's request, Franchisee must furnish Franchisor with copies of any or all product or equipment supply invoices reflecting purchases by or on behalf of the Franchised Business. In addition, Franchisee shall compile and provide to Franchisor any statistical or financial information regarding the operation of the Franchised Business, the products and services sold by it, or data of a similar nature, including without limitation, any financial data that Franchisor believes that it needs to compile or disclose in connection with the sale of franchises or that Franchisor may elect to disclose in connection with the sale of franchises. All data provided to the Franchisor under this Section 10 shall belong to Franchisor and may be used and published by Franchisor in connection with the System (including in Franchisor's disclosure documents).

B. **Examination and Audit of Records**. Franchisor and its designated agents shall have the right to examine and audit Franchisee's records, accounts, books, computer files and data, including the any proprietary software used in connection with the System, at all reasonable times to ensure that Franchisee is complying with the terms of this Agreement. If such audit discloses that Franchisee has underreported the Container Royalty Fees and/or other recurring amounts due in connection the Franchised Business by two percent (2%) or more in any given reporting period (weekly, monthly or otherwise), then Franchisee must: (i) reimburse Franchisor any costs/expenses incurred in connection with conducting the inspection and audit; and (ii) immediately pay any amount due and owing Franchisor as a result of Franchisee's underreporting, along with any accrued interest on said amounts.

C. **Computer System for Records**. Franchisee shall record all transactions of the Franchised Business on a Computer System designated or approved by Franchisor, which must contain software that allows Franchisee to record accumulated sales without turning back, resetting or erasing such sales. Franchisor will, at all times and without notice to Franchisee, have the right to independently and remotely access and view Franchisee's Computer System as described in Section 4(C) of this Agreement.

D. **Computer System and Required Software Access**. Franchisee agrees and acknowledges that Franchisor may have automatic access to Franchisee's Computer System and Required Software in order to pull and compile information related to the operations of the Franchised Business.

E. **Current Contracts, Listings and Projects**. Upon the written request of Franchisor, Franchisee shall provide Franchisor with a copy or summary listing, at Franchisor's discretion, of all current contracts, listings, agreements, and projects related to Clients and/or properties that Franchisee is involved in or working with.

F. **Change to Ownership of Franchisee**. In addition to the foregoing statements, Franchisee must provide Franchisor with written reports regarding any authorized change to: (i) the listing of all owners and other holders of any type of interest (legal or beneficial) in Franchisee or the Franchised Business; and (ii) Franchisee's partners, officers, directors, as well as any of the Designated Manager(s) that manage the day-to-day operations of the Franchised Business. Franchisee will notify Franchisor in writing within ten (10) days after any such change, unless Franchisor is required to first notify Franchisor and obtain its approval prior to making any such change.

11. INSURANCE

A. **Required Insurance**. Franchisee shall, at its own expense procure and maintain in full force and effect throughout the term of this Agreement the types of insurance enumerated in the Manuals or otherwise in writing (whether the Franchised Business is open or not). This insurance shall be in such amounts Franchisor or the lessor of the Premises designates from time to time. In addition to any other insurance that may be required by applicable law, or by lender or lessor, Franchisee shall procure:

i. "all risk" property insurance coverage on all assets including inventory, storage containers, furniture, fixtures, equipment, supplies, and other property used in the operation of the Franchised Business. Franchisee's property insurance policy shall include coverage for fire, vandalism and malicious mischief and must have coverage limits of at least full replacement cost;

ii. Workers' compensation insurance that complies with the statutory requirements of the state which the Franchised Business is located and employer liability coverage with a minimum limit of $ 250,000 or, if higher, the statutory minimum limit as required by state law;

iii. Comprehensive general liability insurance against claims for bodily and personal injury, death and property damage caused by or occurring in conjunction with the operation of the Franchised Business, or Franchisee's conduct of business pursuant to this Agreement, with a minimum liability coverage of $ 1,000,000.00 per occurrence or, if higher, the statutory minimum limit required by state law;

iv. Business interruption insurance with a minimum coverage limit of $250,000;

v. Container coverage with a minimum coverage limit for each System Container equal to the amount set forth by Franchisor in the Manual(s) or otherwise in writing;

vi. Motor truck cargo coverage with a minimum coverage limit of $10,000 per truck per occurrence;

vii. Automobile liability insurance for owned or hired vehicles, with minimum liability coverage of at least $1,000,000.00 per occurrence or, if higher, the statutory minimum limit required by state law; and

viii. Such insurance as necessary to provide coverage under the indemnity provisions set forth in in our Franchise Agreement.

All insurance policies Franchisee purchases must name Franchisor and any affiliate Franchisor designate as additional insureds, and provide for thirty (30) days' prior written notice to Franchisor of a policy's material modification or cancellation. The cost of Franchisee's premiums will depend on the insurance carrier's charges, terms of payment, and Franchisee's insurance and payment histories. Franchisee shall make timely delivery of certificates of all required insurance to Franchisor, each of which shall contain a statement by the insurer that the policy will not be cancelled or materially altered without at least thirty (30) days' prior written notice to Franchisor. The procurement and maintenance of such insurance shall not relieve Franchisee of any liability to Franchisor under any indemnity requirement of this Agreement.

B. **Failure to Procure and Maintain Insurance**. If Franchisee fails for any reason to procure and maintain the required insurance coverage, such failure we constitute a material default under this Agreement and be grounds for termination if not timely cured within the prescribed time period set forth in this Agreement.

12. INDEPENDENT CONTRACTOR AND INDEMNIFICATION

A. **No Fiduciary Relationship**. In all dealings with third parties, including without limitation, employees, suppliers, and customers, Franchisee shall disclose in an appropriate manner acceptable to Franchisor that it is an independent entity licensed by Franchisor. Nothing in this Agreement is intended by the parties hereto either to create a fiduciary relationship between them or to constitute the Franchisee an agent, legal representative, subsidiary, joint venture, partner, employee, or servant of Franchisor for any purpose whatsoever.

B. **Independent Contractor Relationship**. It is understood and agreed that Franchisee is an independent contractor and is in no way authorized to make any contract, agreement, warranty, or representation or to create any obligation on behalf of Franchisor. Upon Franchisor's request, Franchisee must display a sign in its Franchised Business displaying the following phrase (or something similar): "This Franchised Business is independently owned and operated pursuant to a franchise agreement."

C. **Indemnification**.

1. Franchisee, as a material part of the consideration to be rendered to Franchisor, agrees to indemnify, defend and hold Franchisor, as well as Franchisor's directors, officers, principals/owners, managers, shareholders, affiliates (including any affiliate supplier), subsidiaries, employees, servants, agents, successors and assignees (collectively, the "Indemnitees"), harmless from and against any and all losses, damage, claims, demands, liabilities and causes of actions of every kind or character and nature, as well as costs and expenses incident thereto (including reasonable attorneys' fees and court costs), that are brought against any of the Indemnitees (collectively, the "Claims") that arise out of or are otherwise related to Franchisee's (a) breach or attempted breach of, or misrepresentation under, this Agreement, and/or (b) ownership, construction, development, management, or operation of the Franchised Business in any manner. Notwithstanding the foregoing, at Franchisor's option, Franchisor may choose to engage counsel and defend against any such Claim and may require immediate reimbursement from the Franchisee of all expenses and fees incurred in connection with such defense. This indemnity will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

2. Franchisee will be solely responsible for storing and preparing the Approved Products for use in connection with providing the Approved Services once those products are delivered to Franchisee. Franchisor will not be responsible or liable in connection with any claims involving how the Approved Products are prepared and/or used by Franchisee once they are delivered to Franchisee. Franchisee must indemnify and hold Franchisor (and/or its designated supplier) harmless in connection with any third-party claims or damages arising out of or related to claims involving how the Approved Products are prepared and/or used by Franchisee once they are delivered to Franchisee.

13. TRANSFER AND ASSIGNMENT

A. **No Transfer by Franchisee Without Franchisor's Approval**. Franchisee's rights under this Agreement are personal, and Franchisee shall not sell, transfer, assign or encumber Franchisee's interest in this Agreement or the Franchised Business (or undertake any of the actions identified in Section 13(C) of this Agreement) without Franchisor's prior written consent. Any sale, transfer, assignment or encumbrance made without Franchisor's prior written consent shall be voidable at Franchisor's option and shall subject this Agreement to termination as specified herein.

B. **Death or Disability**.

1. In the event of Franchisee's death, disability or incapacitation (or the death, disability or incapacitation of Franchisee's principals/owners/guarantors), Franchisee's legal representative, or Franchisee's partner's or guarantor's respective legal representative, as applicable, will have the right to continue the operation of the Franchised Business as "Franchisee" under this Agreement if: (i) within ninety (90) days from the date of death, disability or incapacity (the "90

Day Period"), such person has obtained Franchisor's prior written approval and has executed Franchisor's then-current franchise agreement for the unexpired term of the franchise, or has furnished a personal guaranty of any partnership, corporate or limited liability company Franchisee's obligations to Franchisor and Franchisor's affiliates; and (ii) such person successfully completes Franchisor's training program (which Franchisor will provide at Franchisor's then-current tuition rate). Such assignment by operation of law will not be deemed in violation of this Agreement, provided such heirs or legatees accept the conditions imposed by the Franchise Agreement and are acceptable to Franchisor.

2. Franchisor is under no obligation to operate the Franchised Business, or incur any obligation on behalf of any incapacitated franchisee, during or after the 90 Day Period. If necessary, Franchisee (or Franchisee's legal representative, as applicable) shall appoint a previously approved acting interim manager to operate the Franchised Business during the 90 Day Period. In the event of Franchisee's death, disability, absence or otherwise, Franchisor may (but is not required to) operate the Franchised Business on Franchisee's behalf and at Franchisee's expense for such period of time (and under such terms and conditions) as Franchisor determines, including paying out the assets and/or revenues of the Franchised Business to cover any or all past, current and/or future obligations of the Franchised Business (including any amounts owed to Franchisor and/or any affiliate) in such priorities as Franchisor determines in Franchisor's sole discretion. Franchisor may pay itself a reasonable amount to reimburse Franchisor for Franchisor's management services and other costs. Franchisor may obtain approval of a court or arbitrator for any such arrangements, the attorney's fees and other costs incurred in connection with obtaining such approval to be charged against the assets and/or revenues of the Franchised Business. Franchisee (and/or Franchisee's estate) will indemnify Franchisor against any costs and/or liabilities incurred by it in connection with, or related in any way to, the operation (or otherwise) of the Franchised Business.

3. Franchisor will not collect any transfer fee if there is a transfer under this Section 13(B) to an immediate family member of the Franchisee that Franchisor approves pursuant to Section 13(E).

C. **Ownership.** In addition to those acts described in Section 13(A), a transfer or assignment requiring Franchisor's prior written consent shall be deemed to occur: (i) if Franchisee is a corporation, upon any assignment, sale, pledge or transfer of any fractional portion of Franchisee's ownership shares/stock or any increase in the number of outstanding shares/stock of Franchisee's ownership/membership units that results in a change of ownership; (ii) if Franchisee is a partnership, upon the assignment, sale, pledge or transfer of any fractional partnership ownership interest; or (iii) if Franchisee is a limited liability company, upon the assignment, sale, pledge or transfer of any interest in the limited liability company. Any new partner, shareholder, or member or manager owning having an ownership interest in the surviving entity after the proposed transfer will be required to personally guarantee Franchisee's obligations under this Agreement. A transfer pursuant to (i) and (iii) above shall not be subject to Franchisor's right of first refusal as set forth in Section 13(D) so long as there is no change in control (ownership or otherwise) with respect to Franchisee.

D. **<u>Right of First Refusal</u>.** If (a) Franchisee proposes to transfer any of its interest in this Agreement or the Franchised Business or any interest in its lease for the Premises, or (b) Franchisee's owners propose to transfer any interest in Franchisee if Franchisee is an entity (other than a corporation or limited liability company as set forth in Section 13(C) hereof or in the event of Franchisee's death/disability as set forth in Section 13(B)), then Franchisee shall first offer to sell such interest to Franchisor on the same terms and conditions as offered by such third party. Franchisee shall obtain from the third party and provide Franchisor a statement in writing, signed by the third party and Franchisee, of the terms of the offer ("Letter of Intent"). If Franchisor elects not to accept the offer within a thirty (30) day period, Franchisee shall have a period not to exceed 120 days to complete the transfer described in the Letter of Intent subject to the conditions for approval set forth in Section 13(E) of this Agreement. Franchisee shall effect no other sale or transfer as contemplated under the Letter of Intent without first complying with this Section. Any material change in the terms of the offer will be deemed a new proposal subject to Franchisor's right of first refusal. So long as Franchisee has obtained Franchisor's prior written consent, which shall not be unreasonably withheld, a transfer to an existing partner or shareholder, or a transfer as a result of the death, disability or incapacitation of a shareholder or partner, in accordance with the provisions set forth below, is not subject to Franchisor's first right of refusal.

E. **<u>Conditions for Approval</u>.** Franchisor may condition Franchisor's approval of any proposed sale or transfer of the Franchised Business or of Franchisee's interest in this Agreement or any other acts of transfer described in Section 13(C) upon satisfaction of the following occurrences:

1. All of Franchisee's accrued monetary obligations to Franchisor, Franchisor's affiliates, and Franchisor's designated/approved suppliers and vendors, are satisfied;

2. Franchisee must cure all existing defaults under this Agreement, or any other agreement between Franchisee and Franchisor, Franchisor's affiliates, Franchisor's designated/approved suppliers and vendors, within the period permitted for cure and have substantially complied with such agreements during their respective terms;

3. Franchisee and Franchisee's principals (if Franchisee is a partnership, corporation or limited liability company), and the transferee (if it has had any previous relationship with Franchisor or Franchisor's affiliates), must execute a general release under seal, in a form satisfactory to Franchisor, of any and all claims against Franchisor and Franchisor's affiliates and officers, directors, shareholders and employees, in their corporate and individual capacities;

4. Franchisee or transferee shall provide Franchisor a copy of the executed purchase agreement relating to the proposed transfer with all supporting documents and schedules, including transferee's assumption of and agreement to faithfully perform all of Franchisee's obligations under this Agreement;

5. The transferee shall demonstrate to Franchisor's satisfaction that he or she meets Franchisor's educational, managerial and business standards; possesses a good moral character, business reputation and credit rating; has the aptitude and ability to conduct the business to be transferred; and has adequate financial resources and capital to meet the performance obligations under this Agreement; however, transferee shall not be in the same business as Franchisor either as licensor, franchisor, independent operator or licensee of any other business or chain which is similar in nature or in competition with Franchisor, except that the transferee may be an existing franchisee of ours;

6. The transferee shall execute Franchisor's then-current franchise agreement (which may contain materially different terms than this Agreement) for the remaining balance of Franchisee's term under this Agreement, with transferee's term commencing on the date the transferee executes the then-current franchise agreement;

7. Franchisee (assignor) shall pay Franchisor a transfer fee equal to: (i) $10,000; plus (ii) the greater of: (a) $17,500; and (b) our then-current Initial Startup and Integration Fee for new System franchisees, except in the case of (i) a transfer to a corporation owned by Franchisee and formed for the convenience of ownership, or (ii) for approved intra-family transfers or for a transfer which arises upon death or mental incompetency.

8. The transferee shall satisfactorily complete Franchisor's Initial Training Program within the time frame Franchisor sets forth without paying an additional tuition fee, but the transferee will be responsible for all costs and expenses associated with attending the Initial Training Program;

9. Franchisee (and Franchisee's principals/guarantors if Franchisee is a partnership, corporation or limited liability company) must comply with the post-termination provisions of this Agreement;

10. The transferee must demonstrate that is has obtained or maintained, within the time limits set by Franchisor, all permits and licenses required for the continued operation of the Franchised Business;

11. To the extent required by the terms of any leases or other agreements, the lessors or other parties must have consented to the proposed transfer;

12. The transfer must be made in compliance with any laws that apply to the transfer, including state and federal laws governing the offer and sale of franchises;

Franchisor will not unreasonably withhold its consent to a proposed transfer or assignment requested by Franchisee, provided the foregoing conditions are met. Franchisor's approval of a transfer shall not operate as a release of any liability of the transferring party nor shall such approval constitute a waiver of any claims Franchisor may have against the transferring party. Furthermore, Franchisor agrees that Franchisee will not be required to pay any transfer fee in the event: (i) Franchisee wishes to transfer its rights under the

Franchise Agreement to a newly-established legal business entity that is wholly owned by Franchisee and established solely for purposes of operating the Franchised Business under the Franchise Agreement; or (ii) Franchisee is required to encumber certain assets of the Franchised Business (or subordinate Franchisor's security interest thereto) in order to receive SBA or other traditional bank financing, provided Franchisor otherwise approves of the transfer.

F. **Transfer from an Individual Franchisee to Business Entity**. If Franchisee is an individual and desires to assign its rights under this Agreement to a corporation or limited liability company, and if all of the following conditions are met, Franchisor will consent to the transfer without assessing the transfer fee or training tuition fees set forth in Section 13(E)(7)-(8), and such assignment will not be subject to Franchisor's right of first refusal in Section 13(D): (i) the corporation or limited liability company is newly organized and its activities are confined to operating the Franchised Business; (ii) the entity at issue is wholly owned by Franchisee (and no other party); (iii) Franchisee and the corporation or limited liability company and all personal guarantors enter into Franchisor's designated form of assignment and assumption agreement; and (iv) all stockholders of the corporation, or members and managers of the limited liability company, as applicable, personally guarantee prompt payment and performance by the corporation or limited liability company of all its obligations to Franchisor and Franchisor's affiliates, under this Agreement and any other agreement between Franchisee and Franchisor and/or Franchisor's affiliates, and execute the Personal Guaranty attached to this Agreement as Exhibit B.

G. **Franchisor's Right to Transfer**. Franchisor has the right to sell, transfer, assign and/or encumber all or any part of Franchisor's assets and Franchisor's interest in, and rights and obligations under, this Agreement in Franchisor's sole discretion.

14. COVENANTS

Franchisee acknowledges that, as a participant in Franchisor's System, Franchisee will receive proprietary and confidential information and materials, trade secrets, and the unique methods, procedures and techniques that Franchisor has developed. As such, Franchisee agrees to the covenants in this Section to protect Franchisor, the System, Proprietary Marks and Franchisor's other franchisees.

A. **During the Term of this Agreement.** During the term of this Agreement, neither Franchisee, its principals, owners, guarantors or Designated Manager(s), nor any immediate family of Franchisee, its principals, owners, guarantors or Designated Manager(s), may, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation:

1. Employ or seek to employ any person who is at that time employed by Franchisor, Franchisor's affiliates or any other System franchisee, or otherwise directly or indirectly induce or seek to induce such person to leave his or her employment thereat; or

2. Divert, or attempt to divert, any prospective customer to any kind of competitive business that provides container rental, transportation or storage services similar to the Approved Services in any manner (each, a "Competing Business").

B. **<u>After the Term of this Agreement</u>.**

1. Upon expiration or termination of this Agreement for any reason, Franchisee must: (i) immediately cease use of the Lift System in any manner or, if applicable, sell such Lift System back to Franchisor pursuant to Franchisor's option to purchase such equipment; (ii) ensure that Franchisor is afforded the right to acquire any and all System Containers in accordance with the post-term obligations set forth in this Agreement; and (iii) with respect to any System Containers that Franchisor does not acquire, ensure that such Containers are completely de-branded and deidentified with respect to Franchisor's Proprietary Marks and then-current trade dress for such Containers.

2. For a period of two (2) years after the expiration and nonrenewal, transfer or termination of this Agreement, regardless of the cause, neither Franchisee, its principals, owners and guarantors, nor any member of the immediate family of Franchisee, its principals, owners or guarantors, may, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation, be involved with any business that competes in whole or in part with Franchisor by offering or granting licenses or franchises, or establishing joint ventures, for the ownership or operation of a Competing Business. The geographic scope of the covenant contained in this Section is: (i) any location where Franchisor can demonstrate it has offered or sold franchises as of the date this Agreement is terminated or expires(ii) within the Designated Territory; (iii) within a 25-mile radius of the Designated Territory; (iv) within the designated territory of any other System franchisee or licensee; and/or (v) within a 25-mile radius of the designated territory of any other System franchisee or licensee.

3. For a period of two (2) years after the expiration and nonrenewal, transfer or termination of this Agreement, regardless of the cause, neither Franchisee, its principals, owners and guarantors, nor any member of the immediate family of Franchisee, its principals, owners or guarantors, may, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation, may:

   a. Use the Lift System in any manner, regardless of whether it has been de-branded and de-identified as required hereunder;

   b. Use any of the System Containers if they bear the Proprietary Marks or other trade dress associated with Franchisor's then-current System;

   c. Solicit business from customers/clients of Franchisee's former Franchised Business or contact any of Franchisor's suppliers or vendors for any competitive business purpose.

C. **<u>Intent and Enforcement</u>**. It is the parties' intent that the provisions of this Section 14 be judicially enforced to the fullest extent permissible under applicable law. Accordingly, the parties agree that any reduction in scope or modification of any part of the noncompetition provisions contained herein shall not render any other part unenforceable. In the event of the actual or threatened breach of this Section 14 by Franchisee, any of Franchisee's principals, or any member of the immediate family of Franchisee or Franchisee's principals, Franchisor shall be entitled to an injunction restraining such person from any such actual or threatened breach. Franchisee acknowledges that the covenants contained herein are necessary to protect the goodwill of the Franchised Business, other System franchisees, and the System. Franchisee further acknowledges that covenants contained in this Section 14 are necessary to protect Franchisor's procedures and know-how transmitted during the term of this Agreement. Franchisee agrees that in the event of the actual or threatened breach of this Section 14, Franchisor's harm will be irreparable and that Franchisor has no adequate remedy at law to prevent such harm. Franchisee acknowledges and agrees on Franchisee's own behalf and on behalf of the persons who are liable under this Section 14 that each has previously worked or been gainfully employed in other careers and that the provisions of this Section 14 in no way prevent any such person from earning a living. Franchisee further acknowledges and agrees that the time limitation on the restrictive covenants set forth in Section 14(B) shall be tolled during any default under this Section 14.

D. **Confidentiality and Restrictive Covenant Agreement**. Franchisee must ensure that all management personnel of the Franchised Business, as well as any officers and directors of Franchisee, execute Franchisor's then-current form of Confidentiality and Restrictive Covenant Agreement (which will be in substantially the same form as the document attached to the Franchise Disclosure Document). Franchisee must furnish Franchisor a copy of each executed agreement.

E. **No Defense**. Franchisee hereby agrees that the existence of any claim Franchisee may have against Franchisor, whether or not arising from this Agreement, shall not constitute a defense to Franchisor's enforcement of the covenants contained in this Section 14. Franchisee agrees to pay all costs and expenses (including reasonable attorneys' fees) that Franchisor incurs in connection with the enforcement of this Section 14.

15. DEFAULT AND TERMINATION

Franchisor may terminate this Agreement as described in this Section, and Franchisee agrees and acknowledges that the defaults, or failure to cure such defaults within the appropriate time period prescribed below (if any), shall constitute "good cause" and "reasonable cause" for termination under any state franchise laws or regulations that might apply to the operation of the Franchised Business.

A. **Automatic Termination**. This Agreement will automatically terminate without notice or an opportunity to cure upon the occurrence of any of the following:

1. The Franchisee becomes insolvent or makes a general assignment for the benefit of creditors, unless otherwise prohibited by law;

2. A petition in bankruptcy is filed by Franchisee or such a petition is filed against and consented to by Franchisee and not dismissed within sixty (60) days;

3. A bill in equity or other proceeding for the appointment of a receiver of Franchisee or other custodian in connection with the Franchisee or Franchised Business (or assets of the Franchised Business) is filed and consented to by Franchisee;

4. A receiver or other custodian (permanent or temporary) of Franchisee's assets or property, or any part thereof, is appointed;

5. A final judgment in excess of Ten Thousand Dollars ($10,000.00) against Franchisee remains unsatisfied or of record for sixty (60) days or longer (unless a bond is filed or other steps are taken to effectively stay enforcement of such judgment in the relevant jurisdiction), except that Franchisor may provide Franchisee with additional time to satisfy the judgment if Franchisee demonstrates that it is using commercially reasonable efforts to resolve the issues related to the judgment; or

6. Franchisee attempts to sell, transfer, encumber or otherwise dispose of any interest in Franchisee, this Agreement or the Franchised Business in violation of Section 13 hereof.

B. **Termination upon Notice**. Franchisor has the right to terminate this Agreement upon written notice to Franchisee without providing Franchisee any opportunity to cure with respect to any of the following breaches or defaults:

1. If Franchisee or Franchisee’s owners/principals commit any fraud or misrepresentation in the establishment or operation of the Franchised Business, including without limitation, any misrepresentation made in Franchisee’s franchise application;

2. If Franchisee and any other required attendees fail to attend and complete the Initial Training Program within the time period prescribed in this Agreement;

3. If Franchisee receives from Franchisor three (3) or more notices to cure the same or similar defaults or violations set forth in Section 15(C) of this Agreement during any twelve (12) month period, whether or not these breaches were timely cured;

4. If Franchisee or Franchisee’s owners/principals violate any of the in-term covenant not to compete or any of the other restrictive covenants set forth in Section 14 of this Agreement;

5. If Franchisee misuses the Proprietary Marks or Confidential Information in any manner, or otherwise violates any provision of this Agreement related to the use of the Proprietary Marks, Confidential Information and any other confidential materials provided by Franchisor (including those provisions related to nondisclosure of the Manuals and other confidential materials that Franchisor loans to Franchisee);

6. If Franchisee misuses the any proprietary software that Franchisor designates for use in connection with the Franchised Business;

7. If Franchisee attempts to sell, assign or otherwise dispose of any Lift System or System Container without the consent of Franchisor (and any other intellectual property owner that has rights in the assets at issue);

8. If Franchisee or any of Franchisee's principals default on any other agreement with Franchisor or any affiliate or Approved Supplier of Franchisor, and such default is not cured within the prescribed time period set forth in that other agreement;

9. If Franchisee fails to open and commence operations of the Franchised Business within the time period prescribed in Section 6 of this Agreement;

10. If Franchisee voluntarily or otherwise abandons the Franchised Business. For purposes of this Agreement, the term "abandon" means: (i) failure to actively operate the Franchised Business for more than 10 business days without Franchisor's prior written consent; or (ii) any other conduct on the part of Franchisee or its principals that Franchisor determines indicates a desire or intent to discontinue operating the Franchised Business in accordance with this Agreement or the Manuals;

11. If Franchisee fails to provide Franchisor with access, or otherwise blocks Franchisor's access, to Franchisee's Computer System as required under this Agreement, and fails to remedy this default within three (3) business days of being notified by Franchisor;

12. If Franchisee fails to pay Franchisor, its affiliates, any of its Approved Suppliers or any Client any amount that is due and owing that party within ten (10) days of the date that Franchisor (or other party owed the money) notifies Franchisee of the outstanding amount that is due and owed;

13. If Franchisee fails, for a period of fifteen (15) days after notification of noncompliance by appropriate authority, to comply with any law or regulation applicable to the operation of the Franchised Business;

14. If Franchisee fails, for a period of ten (10) days after notification of noncompliance, to obtain any other licenses, certificates, permits or approvals necessary to operate the Franchised Business at the Premises;

15. If Franchisee, any person controlling, controlled by, or under common control with the Franchisee, any principal officer or employee of Franchisee, or any person owning an interest in Franchise is convicted of a felony or any other crime or offense (even if not a crime) that is reasonably likely in the reasonable opinion of Franchisor to adversely affect the System, any System unit, the Proprietary Marks, or the goodwill associated therewith;

16. If there are insufficient funds in Franchisee's EFT Account to cover a check or EFT payment due to Franchisor or its affiliates under this Agreement three (3) or more times within any twelve (12) month period;

17. If Franchisee commits repeated violations of any health, zoning, sanitation, or other regulatory law, standard, or practice; operates the business in a manner that presents a health or safety hazard to its employees or customers; and/or

C. **Termination upon Notice and 30 Days' Cure**. Except for those defaults set forth in Sections 15(A)-(B) of this Agreement, Franchisor may terminate this Agreement upon notice to Franchisee in the event Franchisee: (i) breaches or violates any other covenant, obligation, term, condition, warranty, or certification under this Agreement, including Franchisee's failure to comply with any of Franchisor's other System standards and specifications in the operation of the Franchised Business as set forth in the Manuals; and (ii) fails to cure such breach or violation within thirty (30) days of the date Franchisee is provided with notice thereof by Franchisor.

D. **Loss of Designated Territory**. Notwithstanding the foregoing, if Franchisee is in default of this Agreement for failure to maintain the minimum number of Containers Franchisee is obligated to have in inventory under this Agreement (and, if applicable, an Additional Territory Addendum), Franchisor may, in its sole discretion and as an alternative to terminating this Agreement, elect to remove Franchisee's protections in the Designated Territory, reduce the size of Franchisee's Designated Territory and own and operate, or license another to operate, additional System Businesses in the Designated Territory. In the event Franchisor elects to reduce Franchisee's Designated Territory and/or terminate Franchisee's protected rights therein, Franchisor will provide Franchisee with written notice thereof and such termination or reduction will be deemed effective ten (10) days after the date of such notice.

16. POST-TERM OBLIGATIONS

Upon the expiration or termination of this Agreement, Franchisee shall immediately:

A. **Cease Ownership and Operation of Franchised Business; Cease Affiliate with Franchisor and Brand Generally**. Cease to be a franchise owner of Franchised Business under this Agreement and cease to operate the former Franchised Business under the System. If this Agreement is terminated for cause by Franchisor, then Franchisee shall not thereafter directly or indirectly represent to the public that the former Franchised Business is or was operated or in any way connected with the System or hold itself out as a present or former franchise owner of an Franchised Business (unless Franchisor agrees otherwise in writing);

B. **Return Manuals and Confidential Information**. Return to Franchisor the Manuals and all trade secrets, Confidential Information (including all Client lists and Approved Services agreements) and other confidential materials, equipment, software and property owned by Franchisor and all copies thereof. Franchisee shall retain no copy or record of any of the foregoing; provided, however, that Franchisee may retain its copy of this Agreement, any correspondence between the parties, and any other document which Franchisee reasonably needs for compliance with any applicable provision of law;

C. **Assignment of Approved Services Contracts, Telephone/Facsimile Numbers and Domain Names**. Take such action as may that Franchisor designates to: (i) provide and assign to Franchisor the then-current and up-to-date (a) Client and property lists, and (b) any Approved Services contracts and other agreements between Clients and the former Franchised Business; and (ii) transfer, disconnect, forward, or assign all telephone/facsimile numbers and domain names used in connection with the former Franchised Business, as well as any white and yellow page telephone references, advertisements, and all trade and similar name registrations and business licenses to Franchisor or its designee and cancel any interest which Franchisee may have in the same (as Franchisor directs in its sole discretion). Franchisee agrees to execute all documents necessary to comply with the obligations of this Section, including the form Conditional Assignment of Telephone/Facsimile Numbers and Domain Names attached to this Agreement as Exhibit F.

D. **Cease Using Proprietary Marks**. Cease to use in advertising or in any manner whatsoever any methods, procedures, or techniques associated with the System in which Franchisor has a proprietary right, title, or interest, and cease to use the Proprietary Marks and any other marks and indicia of operation associated with the System.

1. Remove all trade dress, then Franchisee must remove physical characteristics, color combinations, and other indications of operation under the System from the Premises and from the Approved Vehicles and any and all other items and equipment (and provide documentation thereof to Franchisor as set forth in Section 16(G) below).

2. Upon Franchisor's request, Franchisee must provide all materials bearing the Proprietary Marks to Franchisor upon expiration or termination of this Agreement for any reason, without cost to Franchisor; and

E. **Compliance with Post-Term Covenants**. Comply with the post-term covenants not to compete and other restrictive covenants set forth in Section 14 of this Agreement;

F. **Payment of Amounts Due**. Pay Franchisor, as well as each of Franchisor's Approved Suppliers, any and all amounts owed under this Agreement or otherwise in connection with the former Franchised Business within 10 days of the termination or expiration date.

G. **Written Evidence of Compliance**. Provide Franchisor with written evidence that they have complied with the post-term obligations, within thirty (30) days' notice of termination or scheduled expiration of the franchise; and

H. **Purchase of Assets**. Franchisor shall have the option, but not the obligation, within thirty (30) days after the date of termination, expiration, and non-renewal of this Agreement to purchase (a) all Lift System(s), System Container(s) and/or Approved Vehicle(s) used in connection with the Franchised Business (or Franchisee's rights thereto), and (b) any other operating assets necessary to operate the Franchised Business, at a purchase price equal to net depreciated book value. If Franchisor elects this option, Franchisor will deliver written notice to Franchisee. Franchisor will have the right to inspect equipment at any time during this thirty (30) day period. If Franchisor elects to purchase equipment as part of the asset purchase, Franchisor will be entitled to, and Franchisee must provide, all customary warranties and representations as to compliance with law, the maintenance, function, and condition of the equipment and Franchisee's good title to the equipment (including, but not limited to, that Franchisee owns the equipment free and clear of any liens and encumbrances).

I. **Disconnection of Telephone Number on Termination/Renewal**. Franchisee acknowledges that there will be substantial confusion among the public if, after the termination or expiration and non-renewal of this Agreement, Franchisee continues to use advertisements and/or the telephone number listed in the telephone directory under any Proprietary Mark or any business or trade name similar to such marks. As such, effective upon the termination or expiration and non-renewal of this Agreement, Franchisee agrees to direct the telephone company servicing Franchisee, per Franchisor's request, to disconnect the telephone number used in connection with the Franchised Business or transfer such number to Franchisor or to any person or location of Franchisor's choosing. If Franchisee fails to take these steps, Franchisee shall be deemed to have hereby irrevocably appointed Franchisor as Franchisee's attorney-in-fact for purposes of directing and accomplishing such transfer. Franchisee understands and agrees that, notwithstanding any billing arrangements with any telephone company or yellow pages directory company, Franchisor will be deemed for purposes hereof to be the subscriber of such telephone numbers, with full authority to instruct the applicable telephone or yellow pages directory company as to the use and disposition of telephone listings and numbers. Franchisee hereby agrees to release, indemnify, and hold such companies harmless from any damages or loss as a result of following Franchisor's instructions.

17. TAXES AND INDEBTEDNESS

A. **Taxes**. Franchisee must promptly pay when due any and all federal, state, and local taxes, including without limitation, unemployment, workers' compensation, lodging, and sales taxes which are levied or assessed with respect to any services or products furnished, used, or licensed pursuant to this Agreement and all accounts or other indebtedness of every kind incurred by Franchisee in the operation of the Franchised Business.

B. **Debts and Obligations**. Franchisee hereby expressly covenants and agrees to accept full and sole responsibility for any and all debts and obligations incurred in the operation of the Franchised Business.

18. WRITTEN APPROVALS; WAIVERS; FORMS OF AGREEMENT; AMENDMENT

A. **Franchisor's Approval**. Whenever this Agreement requires or Franchisee desires to obtain Franchisor's approval, Franchisee shall make a timely written request. Unless a different period is specified in this Agreement, Franchisor shall respond with its approval or disapproval within fifteen (15) days of receipt of such request. If Franchisor has not specifically approved a request within such fifteen (15) day period, such failure to respond shall be deemed as a disapproval of any such request.

B. **No Waiver**. No failure of Franchisor to exercise any power reserved to it by this Agreement and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Franchisor's right to demand exact compliance with any of the terms herein. No waiver or approval by Franchisor of any particular breach or default by Franchisee; no delay, forbearance, or omission by Franchisor to act or give notice of default or to exercise any power or right arising by reason of such default hereunder; and no acceptance by Franchisor of any payments due hereunder shall be considered a waiver or approval by Franchisor of any preceding or subsequent breach or default by Franchisee of any term, covenant, or condition of this Agreement.

C. **Terms of Other Franchise Agreements**. No warranty or representation is made by the Franchisor that all franchise agreements heretofore or hereafter issued by Franchisor in connection with a Franchised Business do or will contain terms substantially similar to those contained in this Agreement. Further, Franchisee recognizes and agrees that Franchisor may, in its reasonable business judgment due to local business conditions or otherwise, waive or modify comparable provisions of other franchise agreements heretofore or hereafter granted to other System franchise owners in a non-uniform manner.

D. **Modification of System and Manuals**. Except as provided in Section 22 and Franchisor's right to unilaterally modify the System and Manuals, no amendment, change, or variance from this Agreement shall be binding upon either Franchisor or Franchisee unless set forth in writing and signed by both parties.

E. **No Disclaimers of Franchise Disclosure Document**. Nothing in this Agreement or in any related agreement is intended to disclaim the representations Franchisor has made in the franchise disclosure document.

19. ENFORCEMENT

A. **Injunctive Relief**. The Franchisor or its designee shall be entitled to obtain without bond, declarations, temporary and permanent injunctions, and orders of specific performance in order to enforce the provisions of this Agreement relating to Franchisee's use of the Proprietary Marks, the obligations of Franchisee upon termination or expiration of this Agreement, and assignment of the franchise and ownership interests in Franchisee or in order to prohibit any act or omission by Franchisee or its employees which constitutes a violation of any applicable law or regulation, which is dishonest or misleading to prospective or current customers of businesses operated under the System, which constitutes a danger to other franchise owners, employees, customers, or the public or which may impair the goodwill associated with the Proprietary Marks.

B. **No Withholding of Payments**. Franchisee agrees and acknowledges that it may not withhold payments or amounts of any kind due to Franchisor on the premise of alleged nonperformance by Franchisor of any of its obligations hereunder.

C. **Costs and Attorneys' Fees**. If Franchisee is in breach or default of any monetary or nonmonetary obligation under this Agreement or any related agreement between Franchisee and Franchisor and/or Franchisor's affiliates, and Franchisor engages an attorney to enforce Franchisor's rights (whether or not formal judicial proceedings are initiated), Franchisee must reimburse Franchisor for all costs/expenses incurred in connection with enforcing its rights under this Agreement including all reasonable attorneys' fees, court costs and litigation expenses. If Franchisee institutes any legal action to interpret or enforce the terms of this Agreement, and Franchisee's claim in such action is denied or the action is dismissed, Franchisor is entitled to recover Franchisor's reasonable attorneys' fees, and all other reasonable costs and expenses incurred in defending against same, and to have such an amount awarded as part of the judgment in the proceeding.

20. NOTICES

Any notice required to be given hereunder shall be in writing and shall be either mailed by certified mail, return receipt requested, or delivered by a recognized courier service, receipt acknowledged. Notices must be provided to each party at the respective addresses set forth below:

To Franchisor:

MI-BOX L.L.C.
Attn: Michael Born, Vice President and Director of Franchise Operations
511 Oak Leaf Court, Suite B
Joliet, Illinois 60436

With a copy to:

Fisher Zucker, LLC
Attn: Lane Fisher, Esq.
21 South 21st Street
Philadelphia, PA 19103

To Franchisee:

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Any notice complying with the provisions hereof will be deemed delivered at the earlier of: (i) three (3) days after mailing; or (ii) the actual date of delivery or receipt (as evidenced by the courier). Each party shall have the right to designate any other address for such notices by providing the other party(ies) with written notice thereof at the addresses above, and in such event, all notices to be mailed after receipt of such notice shall be sent to such other address.

21. GOVERNING LAW AND DISPUTE RESOLUTION

A. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without reference to this state's conflict of laws principles.

B. **Internal Dispute Resolution**. Franchisee must first bring any claim or dispute between Franchisee and Franchisor to Franchisor's President and/or Chief Executive Officer, after providing notice as set forth in Section 21(G) of this Agreement, and make every effort to resolve the dispute internally. Franchisee must exhaust this internal dispute resolution procedure before Franchisee may bring Franchisee's dispute before a third party. This agreement to first attempt resolution of disputes internally shall survive termination or expiration of this Agreement.

C. **Mediation**. At Franchisor's option, all claims or disputes between Franchisee and Franchisor (or its affiliates) arising out of, or in any way relating to, this Agreement or any other agreement by and between Franchisee and Franchisor (or its affiliates), or any of the parties' respective rights and obligations arising from such agreement, which are not first resolved through the internal dispute resolution procedure sent forth in Section 21(B) above, will be submitted first to mediation to take place at Franchisor's headquarters (currently in Joliet, Illinois), under the auspices of the American Arbitration Association ("AAA"), in accordance with AAA's Commercial Mediation Rules then in effect. Before commencing any legal action against Franchisor or its affiliates with respect to any such claim or dispute, Franchisee must submit a notice to Franchisor, which specifies, in detail, the precise nature and grounds of such claim or dispute. Franchisor will have a period of thirty (30) days following receipt of such notice within which to notify Franchisee as to whether Franchisor or its affiliates elects to exercise its option to submit such claim or dispute to mediation. Franchisee may not commence any action against Franchisor or its affiliates with respect to any such claim or dispute in any court unless Franchisor fails to exercise its option to submit such claim or dispute to mediation, or such mediation proceedings have been terminated either: (i) as the result of a written declaration of the mediator(s) that further mediation efforts are not worthwhile; or (ii) as a result of a written declaration by Franchisor. Franchisor's rights to mediation, as set forth herein, may be specifically enforced by Franchisor. Each party will bear its own cost of mediation and Franchisor and Franchisee will share mediator fees equally. This agreement to mediate will survive any termination or expiration of this Agreement. The parties will not be required to first attempt to mediate a controversy, dispute, or claim through mediation as set forth in this Section 21(C) if such controversy, dispute, or claim concerns an allegation that a party has violated (or threatens to violate, or poses an imminent risk of violating): (i) any federally protected intellectual property rights in the Proprietary Marks, the System, or in any Confidential Information or other confidential information; (ii) any of the restrictive covenants contained in this Agreement; and (iii) any of Franchisee's payment obligations under this Agreement.

D. **Injunctive Relief**. Franchisee acknowledges and agrees that irreparable harm could be caused to Franchisor by Franchisee's violation of certain provisions of this Agreement and, as such, in addition to any other relief available at law or equity, Franchisor shall be entitled to obtain in any court of competent jurisdiction, without bond, restraining orders or temporary or permanent injunctions in order to enforce, among other items, the provisions of this Agreement relating to: (i) Franchisee's use of the Proprietary Marks, Lift System, proprietary Containers and/or Confidential Information (including any proprietary software used in connection with the Franchised Business); (ii) the in-term covenant not to compete, as well as any other violations of the restrictive covenants set forth in this Agreement; (iii) Franchisee's obligations on termination or expiration of this Agreement; (iv) disputes and controversies based on or arising under the Lanham Act, or otherwise involving the Proprietary Marks, as now or hereafter amended; (v) disputes and controversies involving enforcement of the Franchisor's rights with respect to confidentiality under this Agreement; and (vi) to prohibit any act or omission by Franchisee or its employees that constitutes a violation of applicable law, threatens Franchisor's franchise system or threatens other franchisees of Franchisor. Franchisee's only remedy if such an injunction is entered will be the dissolution of the injunction, if appropriate, and Franchisee waives all damage claims if the injunction is wrongfully issued.

E. **Venue**. Subject to Sections 21(B) through 21(D) above, the parties agree that any actions arising out of or related to this Agreement must be initiated and litigated to conclusion exclusively in the state court of general jurisdiction in the State of Illinois or, if appropriate, the United States District Court for the Northern District of Illinois. Franchisee acknowledges that this Agreement has been entered into in the State of Illinois, and that Franchisee is to receive valuable and continuing services emanating from Franchisor's headquarters in Illinois, including but not limited to training, assistance, support and the development of the System. In recognition of such services and their origin, Franchisee hereby irrevocably consents to the personal jurisdiction of the state and federal courts of Ohio as set forth in this Section.

F. **Third Party Beneficiaries**. Franchisor's officers, directors, shareholders, owners, members, managers, agents and/or employees are express third party beneficiaries of the provisions of this Agreement, including the dispute resolution provisions set forth in this Section 21, each having authority to specifically enforce the right to mediate/arbitrate claims asserted against such person(s) by Franchisee.

G. **Notice Requirement**. As a condition precedent to commencing an action for damages or for violation or breach of this Agreement, Franchisee must notify Franchisor within thirty (30) days after the occurrence of the violation or breach, and failure to timely give such notice shall preclude any claim for damages.

H. **No Withholding of Payments**. Franchisee shall not withhold all or any part of any payment to Franchisor or any of its affiliates on the grounds of Franchisor's alleged nonperformance or as an offset against any amount Franchisor or any of Franchisor's affiliates allegedly may owe Franchisee under this Agreement or any related agreements.

I. **Limitation of Actions**. Franchisee on behalf of itself and Franchisee's owners, affiliates, officers, directors, shareholders, members, guarantors, predecessors, successors, assigns and/or employees (each a "Franchisee Related Party") expressly agrees that no claim or cause of action may be filed or maintained against Franchisor and/or any of Franchisor's affiliates, parents, officers, directors, shareholders, members, guarantors, employees, representatives and/or owners (each a "Franchisor Related Party") arising out of or relating to this Agreement, the relationship established by this Agreement, the offer and sale of the franchise opportunity, and/or the operation of the Franchised Business unless such claim or cause of action is filed before the expiration of the "Limitations Period." For purposes of this paragraph, the term "Limitations Period" means: one (1) year from the earlier of: (a) the date of the act, transaction or occurrence giving rise to the claim against Franchisor and/or a Franchisor Related Party; or (b) the date on which Franchisee or any Franchisee Related Party knew or reasonably should have known of the facts or circumstances giving rise to the claim against Franchisor or a Franchisor Related Party. Notwithstanding the foregoing, if the Limitations Period is unenforceable under Illinois law (or, in the event a court determines a different state's law applies to the claim, then under that state's law), then the Limitations Period shall be equal to the shortest time period for a limitation of claims provision that is enforceable under the applicable law.

J. **Waiver of Punitive Damages**. Franchisee hereby waives to the fullest extent permitted by law, any right to or claim for any punitive, exemplary, incidental, indirect, special or consequential damages (including, without limitation, lost profits) against Franchisor and/or any Franchisor Related Party arising out of any cause whatsoever (whether such cause be based in contract, negligence, strict liability, other tort or otherwise) and agrees that in the event of a dispute, that Franchisee's recovery is limited to actual damages. If any other term of this Agreement is found or determined to be unconscionable or unenforceable for any reason, the foregoing provisions shall continue in full force and effect, including, without limitation, the waiver of any right to claim any consequential damages. Nothing in this Section or any other provision of this Agreement shall be construed to prevent Franchisor from claiming and obtaining expectation or consequential damages, including lost future royalties for the balance of the term of this Agreement if it is terminated due to Franchisee's default, which the parties agree and acknowledge Franchisor may claim under this Agreement.

K. **WAIVER OF JURY TRIAL**. THE PARTIES HEREBY AGREE TO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR EQUITY, REGARDLESS OF WHICH PARTY BRINGS SUIT. THIS WAIVER SHALL APPLY TO ANY MATTER WHATSOEVER BETWEEN THE PARTIES HERETO WHICH ARISES OUT OF OR IS RELATED IN ANY WAY TO THIS AGREEMENT, THE PERFORMANCE OF EITHER PARTY, AND/OR FRANCHISEE'S PURCHASE FROM FRANCHISOR OF THE FRANCHISE AND/OR ANY GOODS OR SERVICES.

L. **WAIVER OF CLASS ACTIONS**. THE PARTIES AGREE AND ACKNOWLEDGE THAT ANY PROCEEDINGS ARISING OUT OF OR RELATED TO THIS AGREEMENT, OR THE SALE OF THE FRANCHISED BUSINESS, WILL BE CONDUCTED ON AN INDIVIDUAL, NOT A CLASS-WIDE OR COLLECTIVE BASIS, AND THAT ANY PROCEEDING BETWEEN FRANCHISEE, FRANCHISEE'S GUARANTORS AND FRANCHISOR OR ITS AFFILIATES/OFFICERS/EMPLOYEES MAY NOT BE CONSOLIDATED WITH ANY OTHER PROCEEDING BETWEEN FRANCHISOR AND ANY OTHER THIRD PARTY.

22. SEVERABILITY AND CONSTRUCTION

A. Should any provision of this Agreement for any reason be held invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be deemed restricted in application to the extent required to render it valid, and the remainder of this Agreement shall in no way be affected and shall remain valid and enforceable for all purposes, both parties hereto declaring that they would have executed this Agreement without inclusion of such provision. In the event such total or partial invalidity or unenforceability of any provision of this Agreement exists only with respect to the laws of a particular jurisdiction, this paragraph shall operate upon such provision only to the extent that the laws of such jurisdiction are applicable to such provision. Each party agrees to execute and deliver to the other any further documents which may be reasonably required to make fully the provisions hereof. Franchisee understands and acknowledges that Franchisor shall have the right in its sole discretion on a temporary or permanent basis, to reduce the scope of any covenant or provision of this Agreement binding upon Franchisee without Franchisee's consent, effective immediately upon receipt by Franchisee of written notice thereof, and Franchisee agrees that it will comply forthwith with any covenant as so modified, which shall be fully enforceable.

B. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but such counterparts together shall constitute the same instrument.

C. The table of contents, headings, and captions contained herein are for the purposes of convenience and reference only and are not to be construed as a part of this Agreement. All terms and words used herein shall be construed to include the number and gender as the context of this Agreement may require. The parties agree that each Section of this Agreement shall be construed independently of any other Section or provision of this Agreement.

23. ACKNOWLEDGMENTS

A. Franchisee acknowledges that it received a complete copy of this Agreement for a period not less than fourteen (14) calendar days, during which time conducted an independent investigation of the business licensed hereunder to the extent of Franchisee's desire to do so. Franchisee recognizes and acknowledges that the business venture contemplated by this Agreement involves business risks, and that its success will be largely dependent upon the ability of the Franchisee as an independent businessperson. Franchisee acknowledges that this Agreement, the franchise disclosure document ("FDD"), and the exhibits hereto constitutes the entire Agreement of the parties. This Agreement terminates and supersedes any prior agreement between the parties concerning the same subject matter.

B. Franchisee agrees and acknowledges that fulfillment of any and all of Franchisor's obligations written in this Agreement or based on any oral communications which may be ruled to be binding in a court of law shall be Franchisor's sole responsibility and none of Franchisor's agents, representatives, nor any individuals associated with Franchisor's franchise company shall be personally liable to Franchisee for any reason. This is an important part of this Agreement. Franchisee agrees that nothing that Franchisee believes Franchisee has been told by Franchisor or Franchisor's representatives shall be binding unless it is written in this Agreement. This is an important part of this Agreement. <u>Do not sign this Agreement if there is any question concerning its contents or any representations made</u>.

***[The remainder of this page is intentionally left blank.
Signatures appear on the following page.]***

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement under seal on the date first written above.

FRANCHISOR:

MI-BOX, LLC

By: ________________________________
Michael Born, Vice President

Date: ________________________________

FRANCHISEE:

____

IF AN INDIVIDUAL:

By: ________________________________

Print Name: ________________________________

________________________________ Date: ____________________

Spouse Signature: ________________________________

Spouse Name: ________________________________

____

Date:

IF A PARTNERSHIP, CORPORATION, OR OTHER ENTITY:

By: ________________________________

Print Name: ________________________________

Title: ________________________________

Date: ________________________________

EXHIBIT A TO THE FRANCHISE AGREEMENT
<u>DATA SHEET AND STATEMENT OF OWNERSHIP</u>

1. SITE SELECTION AREA

Pursuant to Section 2(B) of the Franchise Agreement, Franchisee must locate and secure a Premises for the Franchised Business within the following Site Selection Area (only needed if parties have not agreed on the Premises and/or Designated Territory as of signing of the Franchise Agreement):

____
____
____

2. PREMISES

Pursuant to Section 2(B) of the Franchise Agreement, the Franchised Business shall be located at the following approved Premises:

____
____
____

3. DESIGNATED TERRITORY

Pursuant to Section 2(C) of the Franchise Agreement, Franchisee's Designated Territory will be defined as follows (if identified on a map, please attach map and reference attachment below):

____
____
____
____

4. <u>Franchisee Contact Person</u>. The following individual is a shareholder, member, or partner of Franchisee and is the principal person to be contacted on all matters relating to the Franchised Business:

Name: ________________________________

Daytime Telephone No.: ________________________________

Evening Telephone No.: ________________________________

Cellular Telephone No.: ________________________________

Facsimile No.: ________________________________

E-mail Address: ________________________________

5. <u>Statement of Ownership</u>. If Franchisee is a corporation, limited liability company, partnership or other business entity, the undersigned agree and acknowledge that the following is a complete list of all of the shareholders, members, or partners of Franchisee and the percentage interest of each individual:

Name	Position/Title	Interest (%)
______________________	________________	_________
______________________	________________	_________
______________________	________________	_________
______________________	________________	_________

THE PARTIES SIGNING THIS DATA SHEET BELOW AGREE AND ACKNOWLEDGE THAT THIS DATA SHEET, BY ITSELF, DOES NOT CONSTITUTE A FRANCHISE AGREEMENT OR OTHERWISE CONFER ANY FRANCHISE RIGHTS UPON FRANCHISEE. THIS DATA SHEET PROVIDES CERTAIN DEAL-SPECIFIC INFORMATION IN CONNECTION WITH THE FRANCHISE THAT IS GOVERNED BY THE FRANCHISE AGREEMENT TO WHICH THIS DATA SHEET IS AN EXHIBIT.

THE PARTIES AGREE AND ACKNOWLEDGE THAT THE FOREGOING FRANCHISE AGREEMENT MUST BE EXECUTED PRIOR TO OR CONTEMPORANEOUS WITH THIS DATA SHEET FOR ANY RIGHTS TO BE CONFERRED.

IN WITNESS WHEREOF, the undersigned has duly executed this Exhibit to the Franchise Agreement on this ____ day of __________, 20____.

FRANCHISEE

____

By: ________________________________

Name:______________________________

Title:______________________________

FRANCHISOR

MI-BOX L.L.C .

By: __________________________________
Michael Born, Vice President

EXHIBIT B TO THE FRANCHISE AGREEMENT
PERSONAL GUARANTY

NOTE: IF FRANCHISEE IS A CORPORATION, LIMITED LIABILITY COMPANY OR OTHER BUSINESS ENTITY, THEN EACH INDIVIDUAL/ENTITY WITH AN OWNERSHIP INTEREST IN FRANCHISEE (PRINCIPALS/MEMBERS/SHAREHOLDERS/MANAGERS/ PARTNERS/ETC.) AND THEIR RESPECTIVE SPOUSES MUST EXECUTE THIS FORM OF PERSONAL GUARANTY. IF FRANCHISEE IS AN INDIVIDUAL AND FRANCHISEE'S SPOUSE HAS NOT SIGNED THE FRANCHISE AGREEMENT DIRECTLY, THEN FRANCHISEE'S SPOUSE MUST EXECUTE THIS FORM OF PERSONAL GUARANTY.

ARTICLE I PERSONAL GUARANTY

The undersigned persons (individually and collectively "you") hereby represent to MI-BOX, LLC (the "Franchisor") that you are all the owners/principals/members/shareholders/managers/partners, as applicable, of the business entity named [INSERT FRANCHISEE NAME HERE] (the "Franchisee"), as well as their respective spouses, as of the date this Personal Guaranty (the "Personal Guaranty" or "Guaranty") is executed.

In consideration of the grant by Franchisor to the Franchisee as herein provided, each of you hereby agree, in consideration of benefits received and to be received by each of you, jointly and severally, and for yourselves, your heirs, legal representatives and assigns, to be firmly bound by all of the terms, provisions and conditions of the foregoing MI-BOX L.L.C. Franchise Agreement, and any other agreement between Franchisee and Franchisor and/or its affiliates, and do hereby unconditionally guarantee the full and timely performance by Franchisee of each and every obligation of Franchisee under the aforesaid Franchise Agreement or other agreement between Franchisor and Franchisee, including, without limitation: (i) any indebtedness of Franchisee arising under or by virtue of the aforesaid Franchise Agreement; (ii) the prohibition of any change in the percentage of Franchisee owned, directly or indirectly, by any person, without first obtaining the written consent of Franchisor prior to said proposed transfer as set forth in the Franchise Agreement; (iii) those obligations related to confidentiality, non-disclosure and indemnification; and (iv) the in-term and post-term covenants against competition, as well as all other restrictive covenants set forth in the Franchise Agreement.

ARTICLE II CONFIDENTIALITY

During the initial and any renewal terms of the Franchise Agreement and this Guaranty, you will receive information, which Franchisor considers to be Confidential Information, trade secrets and/or confidential information, including without limitation: (i) site-selection criteria; (ii) methods, techniques and trade secrets for use in connection with the proprietary business operating system that Franchisor and its affiliates have developed (the "System") for the establishment and operation of a System business (each, a "Business") and/or franchise (each, a "Franchised Business"); (iii) marketing research and promotional, marketing and advertising programs for the Franchised Business; (iv) knowledge of specification for and suppliers of, certain products, fixtures, furnishings, equipment and inventory used at the Franchised Business (v) knowledge of the operating results and financial performance of other Franchised Businesses; (vi) customer communication and retention programs, along with data used or generated in connection with those programs; (vii) Franchisor's proprietary Manuals and other instructional manuals, as well as any training materials and information Franchisor has developed for use in connection with the System; (viii) information regarding the development of Franchisor's proprietary marks (the "Proprietary Marks"); (ix) information generated by, or used or developed in, an Franchised Business's operation, including client names, properties and related rental management agreements or contracts of any kind, addresses, telephone numbers and related information and any other information contained in the Franchised Business's computer system or proprietary software system; (x) Franchisor's proprietary Manuals and other instructional manuals, as well as any training materials and information Franchisor has developed for use in connection with the System; (xi) information about Franchisor's Lift System, System Containers, as well any associated licensing information and/or corresponding intellectual property rights; (xii) as well as any other proprietary information or confidential information that is provided to Franchisee by Franchisor during the term of the Franchise Agreement (collectively, "Confidential Information"). You shall not, during the term of this Agreement or anytime thereafter, communicate, divulge, or use for the benefit of any other person, partnership, association, corporation, or limited liability company any Confidential Information and trade secrets, including, without limitation: Franchisor's copyrighted materials; price marketing mixes related to the Approved Services and Products (as defined in the Franchise Agreement); standards and specifications for providing the Approved Services and Products and other merchandise or services offered or authorized for sale by System franchisees; methods and other techniques and know-how concerning the of operation of the Franchised Business, which may be communicated to you or of which you may become apprised by virtue of your role as a guarantor of the Franchisee's obligations under the Franchise Agreement. You also acknowledge and agree that the following also constitutes "Confidential Information" under this Section: (i) former, current and prospective client information, including customer names and addresses, contracts/agreements (collectively "Client Information"), and (ii) sources and pricing matrices of any approved or designated suppliers; and (iii) any and all information, knowledge, know-how, techniques, and other data, which Franchisor designates as confidential.

ARTICLE III NON-COMPETITION

You acknowledge that as a participant in the Franchisor's System, you will receive proprietary and confidential information and materials, trade secrets, and the unique methods, procedures and techniques which Franchisor has developed. Therefore, to protect Franchisor and all Franchisor's franchisees, you agree as follows:

1. **During the Term of the Franchise Agreement and this Guaranty.** During the term of the Franchise Agreement and this Personal Guaranty, each of the undersigned may not, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation:

1.1. Employ or seek to employ any person who is at that time employed by Franchisor, Franchisor's affiliates or any other System franchisee, or otherwise directly or indirectly induce or seek to induce such person to leave his or her employment thereat; or

1.2. Divert or attempt to divert business or customers of any Franchisee-owned Franchised Businesses to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Proprietary Marks or the System.

2. **After the Term of the Franchise Agreement and this Guaranty.**

2.1. For a period of two (2) years after the expiration and nonrenewal, transfer or termination of the Franchise Agreement, regardless of the cause, neither Franchisee, its principals, owners and guarantors, nor any member of the immediate family of Franchisee, its principals, owners or guarantors, may, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation, be involved with any business that competes in whole or in part with Franchisor by offering or granting licenses or franchises, or establishing joint ventures, for the ownership or operation of a Competing Business. The geographic scope of the covenant contained in this Section is: (i) any location where Franchisor can demonstrate it has offered or sold franchises as of the date the Franchise Agreement is terminated or expires; (ii) within the Designated Territory (as defined in the Franchise Agreement); (iii) within a 25-mile radius of the Designated Territory; (iv) within the designated territory of any other System franchisee or licensee; and/or (v) within a 25-mile radius of the designated territory of any other System franchisee or licensee.

2.2. At all times after the expiration or termination of this Agreement for any reason, neither Franchisee, its principals, owners and guarantors, nor any member of the immediate family of Franchisee, its principals, owners or guarantors, may, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation, shall: (i) use the Lift System in any manner; or (ii) use any of the System Containers, unless such Containers are completely de-identified and de-branded with respect to the Proprietary Marks and Franchisor's then-current trade dress;

2.3. For a period of two (2) years after the expiration and nonrenewal, transfer or termination of the Franchise Agreement, regardless of the cause, neither Franchisee, its principals, owners and guarantors, nor any member of the immediate family of Franchisee, its principals, owners or guarantors, may, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any other person, partnership or corporation:

2.3.1 Solicit business from Clients of Franchisee's former Franchised Business or contact any of Franchisor's suppliers or vendors for any competitive business purpose.

3. **Intent and Enforcement**. It is the parties' intent that the provisions of this Article III be judicially enforced to the fullest extent permissible under applicable law. Accordingly, the parties agree that any reduction in scope or modification of any part of the noncompetition provisions contained herein shall not render any other part unenforceable. In the event of the actual or threatened breach of this Article III by you, any of your principals, or any members of their immediate family, Franchisor shall be entitled to an injunction restraining such person from any such actual or threatened breach. You agree that in the event of the actual or threatened breach of this Article III, Franchisor's harm will be irreparable and that Franchisor has no adequate remedy at law to prevent such harm. You acknowledge and agree that each of you has previously worked or been gainfully employed in other careers and that the provisions of this Article III in no way prevents you from earning a living. You further acknowledge and agree that the time limitation of this Article III shall be tolled during any default under this Guaranty.

ARTICLE IV DISPUTE RESOLUTION

1. **Acknowledgment**. You acknowledge that this Guaranty is not a franchise agreement and does not confer upon you any rights to use the Franchisor's proprietary marks or its system.

2. **Governing Law.** This Guaranty shall be deemed to have been made in and governed by the laws of the State of Illinois.

3. **Internal Dispute Resolution.** You must first bring any claim or dispute arising out of or relating to the Franchise Agreement or this Personal Guaranty to Franchisor's Chief Executive Officer and/or

President. You agree to exhaust this internal dispute resolution procedure before bringing any dispute before a third party. This agreement to engage in internal dispute resolution first shall survive the termination or expiration of this Agreement.

4. **Mediation.** At Franchisor's option, all claims or disputes between you and Franchisor or its affiliates arising out of, or in any way relating to, the Franchise Agreement, this Guaranty or any other agreement by and between the parties or their respective affiliates, or any of the parties' respective rights and obligations arising from such agreements, which are not first resolved through the internal dispute resolution procedure set forth above, must be submitted first to mediation, at Franchisor's headquarters in Illinois (or subsequent corporate headquarters) under the auspices of the American Arbitration Association ("AAA"), in accordance with AAA's Commercial Mediation Rules then in effect. Before commencing any legal action against Franchisor or its affiliates with respect to any such claim or dispute, you must submit a notice to Franchisor that specifies, in detail, the precise nature and grounds of such claim or dispute. Franchisor will have a period of thirty (30) days following receipt of such notice within which to notify you as to whether Franchisor or its affiliates elect to exercise our option to submit such claim or dispute to mediation. You may not commence any arbitration proceeding or other action against Franchisor or its affiliates with respect to any such claim or dispute in any court unless Franchisor fails to exercise its option to submit such claim or dispute to mediation, or such mediation proceedings have been terminated either: (i) as the result of a written declaration of the mediator(s) that further mediation efforts are not worthwhile; or (ii) as a result of a written declaration by Franchisor. Franchisor may specifically enforce our mediation rights under this Section. Each party shall bear its own cost of mediation, except that you and Franchisor shall share the mediator's fees and costs equally. This agreement to mediate at Franchisor's option shall survive any termination or expiration of the Franchise Agreement and this Guaranty.

4.1. *Excepted Claims.* The parties agree that mediation shall not be required with respect to any claim or dispute involving: (i) any of your payment obligations that are past due; (ii) the actual or threatened disclosure or misuse of Franchisor's Confidential Information; (iii) the actual or threatened violation of Franchisor's rights in, or misuse of, the Proprietary Marks, System or other trade secrets; (iv) any of the restrictive covenants contained in the Franchise Agreement or this Guaranty; or (v) any claims arising out of or related to fraud or misrepresentation by you, or your insolvency (collectively, the "Excepted Claims").

5. **Jurisdiction and Venue**. Subject to Sections 3 and 4 above, the parties agree that any action at law or in equity instituted against either party to this Agreement must be commenced and litigated to conclusion (unless settled) only in any court of competent jurisdiction located in the State of Illinois or, if appropriate, the United States District Court for the Northern District of Illinois. The undersigned hereby irrevocably consent to the jurisdiction of these courts.

6. **Third Party Beneficiaries.** Franchisor's officers, directors, shareholders, agents and/or employees are express third-party beneficiaries of this Agreement and the mediation and other dispute resolution provisions contained herein, each having authority to specifically enforce the right to mediate and litigate claims asserted against such person(s) by you.

7. **Right to Injunctive Relief.** Nothing contained in this Guaranty will prevent Franchisor from applying to or obtaining from any court having jurisdiction a writ of attachment, temporary injunction, preliminary injunction and/or other emergency relief available to safeguard and protect Franchisor's interest prior to the filing of any mediation or arbitration proceeding, or pending the trial or handing down of a decision or award pursuant to any mediation or arbitration proceeding conducted hereunder. If injunctive relief is granted, your only remedy will be the court's dissolution of the injunctive relief. If the injunctive relief was

wrongfully issued, you expressly waive all claims for damages you incurred as a result of the wrongful issuance.

8. **JURY TRIAL AND CLASS ACTION WAIVER. THE PARTIES HEREBY AGREE TO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR EQUITY, REGARDLESS OF WHICH PARTY BRINGS SUIT. THIS WAIVER SHALL APPLY TO ANY MATTER WHATSOEVER BETWEEN THE PARTIES HERETO WHICH ARISES OUT OF OR IS RELATED IN ANY WAY TO THIS AGREEMENT, THE PERFORMANCE OF EITHER PARTY, AND/OR FRANCHISEE'S PURCHASE FROM FRANCHISOR OF THE FRANCHISE AND/OR ANY GOODS OR SERVICES. THE PARTIES AGREE THAT ALL PROCEEDINGS ARISING OUT OF OR RELATED TO THIS AGREEMENT, OR THE SALE OF THE FRANCHISED BUSINESS, WILL BE CONDUCTED ON AN INDIVIDUAL, NOT A CLASS-WIDE BASIS, AND THAT ANY PROCEEDING BETWEEN FRANCHISEE, FRANCHISEE'S GUARANTORS AND FRANCHISOR OR ITS AFFILIATES/OFFICERS/EMPLOYEES/AGENTS/REPRESENTATIVES MAY NOT BE CONSOLIDATED WITH ANY OTHER PROCEEDING BETWEEN FRANCHISOR AND ANY OTHER THIRD PARTY.**

9. **Limitation of Action.** You expressly agrees that no claim or cause of action may be filed or maintained against Franchisor and/or any Franchisor Related Party (as defined in the Franchise Agreement) arising out of or relating to this Guaranty, the Franchise Agreement, the relationship established by the Franchise Agreement, the offer and sale of the franchise opportunity, and/or the operation of the Franchised Business unless such claim or cause of action is filed before the expiration of the "Limitations Period." For purposes of this paragraph, the term "Limitations Period" means: one (1) year from the earlier of: (a) the date of the act, transaction or occurrence giving rise to the claim against Franchisor and/or a Franchisor Related Party; or (b) the date on which you knew or reasonably should have known of the facts or circumstances giving rise to the claim against Franchisor or a Franchisor Related Party. Notwithstanding the foregoing, if the Limitations Period is unenforceable under Illinois law (or, in the event a court determines a different state's law applies to the claim, then under that state's law), then the Limitations Period shall be equal to the shortest time period for a limitation of claims provision that is enforceable under the applicable law.

10. **Punitive Damages.** You hereby waive to the fullest extent permitted by law, any right to or claim for any punitive, exemplary, incidental, indirect, special or consequential damages (including, without limitation, lost profits) which you may have against us, arising out of any cause whatsoever (whether such cause be based in contract, negligence, strict liability, other tort or otherwise) and agrees that in the event of a dispute, that your recovery shall be limited to actual damages. If any other term of this Guaranty is found or determined to be unconscionable or unenforceable for any reason, the foregoing provisions shall continue in full force and effect, including, without limitation, the waiver of any right to claim any consequential damages.

11. **Costs and Attorneys' Fees.** Whether or not formal legal proceedings are initiated, in the event Franchisor incurs any legal fees or other costs associated with enforcing the terms of this Guaranty or the Franchise Agreement against you, then Franchisor will be entitled to recover from you all costs and expenses, including reasonable attorneys' fees, incurred in enforcing the terms of this Guaranty or the Franchise Agreement.

12. **Nonwaiver.** Franchisor's failure to insist upon strict compliance with any provision of this Guaranty shall not be a waiver of our right to do so, any law, custom, usage or rule to the contrary notwithstanding. Delay or omission by us respecting any breach or default shall not affect Franchisor's rights respecting any subsequent breaches or defaults. All rights and remedies granted in this Guaranty shall be

cumulative. Your election to exercise any remedy available by law or contract shall not be deemed a waiver or preclude exercise of any other remedy.

13. **No Personal Liability.** You agree that fulfillment of any and all of Franchisor's obligations written in the Franchise Agreement or this Guaranty, or based on any oral communications which may be ruled to be binding in a court of law, shall be Franchisor's sole responsibility and none of our owners, officers, agents, representatives, nor any individuals associated with Franchisor shall be personally liable to you for any reason. This is an important part of this Guaranty. You agree that nothing that you believe you have been told by us or our representatives shall be binding unless it is written in the Franchise Agreement or this Guaranty. <u>Do not sign this Agreement if there is any question concerning its contents or any representations made</u>.

14. **Severability.** The parties agree that if any provisions of this Guaranty may be construed in two ways, one of which would render the provision illegal or otherwise voidable or unenforceable and the other which would render it valid and enforceable, such provision shall have the meaning, which renders it valid and enforceable. The language of all provisions of this Guaranty shall be construed according to fair meaning and not strictly construed against either party. The provisions of this Guaranty are severable, and this Guaranty shall be interpreted and enforced as if all completely invalid or unenforceable provisions were not contained herein, and partially valid and enforceable provisions shall be enforced to the extent that they are valid and enforceable. If any material provision of this Guaranty shall be stricken or declared invalid, the parties agree to negotiate mutually acceptable substitute provisions. In the event that the parties are unable to agree upon such provisions, Franchisor reserves the right to terminate this Guaranty.

15. **Construction of Language.** Any term defined in the Franchise Agreement which is not defined in this Guaranty will be ascribed the meaning given to it in the Franchise Agreement. The language of this Guaranty will be construed according to its fair meaning, and not strictly for or against either party. All words in this Guaranty refer to whatever number or gender the context requires. If more than one party or person is referred to as you, their obligations and liabilities must be joint and several. Headings are for reference purposes and do not control interpretation.

16. **Successors.** References to "Franchisor" or "the undersigned," or "you" include the respective parties' heirs, successors, assigns or transferees.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Guaranty on the date stated on the first page hereof.

PERSONAL GUARANTORS

__________________________	__________________________
[Insert Signature of Guarantor]	[Insert Signature of Spouse]
__________________________	__________________________
[Insert Signature of Guarantor]	[Insert Signature of Spouse]

EXHIBIT C TO THE FRANCHISE AGREEMENT
COLLATERAL ASSIGNMENT AND ASSUMPTION OF LEASE

THIS COLLATERAL ASSIGNMENT AND ASSUMPTION OF LEASE (this "Assignment") is made, entered into and effective on this ___day of _________, 20____ Effective Date,") by and between: (i) MI-BOX L.L.C., an Illinois limited liability company with its principal place of business at 511 Oak Leaf Court, Suite B, Joliet, Illinois 60436 (the "Franchisor"); and (ii) ______________________, a (resident of) (corporation organized in) (limited liability company organized in) ________________________ with a business address at ________________________________ (the "Franchisee").

BACKGROUND INFORMATION

A. The Franchisor entered into that certain Franchise Agreement (the "Franchise Agreement") dated as of ____________, 20__ with the Franchisee, pursuant to which the Franchisee plans to own and operate a franchised business (the "Franchised Business") located at ______________________________ (the "Site").

B. In addition, pursuant to that certain Lease Agreement governing the Site (the "Lease"), the Franchisee has leased or will lease certain space containing the Franchised Business described therein from ________________________________ (the "Lessor"). The Franchise Agreement requires the Franchisee to deliver this Assignment to the Franchisor as a condition to the grant of a franchise.

OPERATIVE TERMS

The Franchisor and the Franchisee agree as follows:

1. **Background Information**: The background information is true and correct. This Assignment will be interpreted by reference to, and construed in accordance with, the background information set forth above.

2. **Incorporation of Terms**: Terms not otherwise defined in this Assignment have the meanings as defined in the Franchise Agreement.

3. **Indemnification of Franchisor**: Franchisee agrees to indemnify and hold Franchisor and its affiliates, stockholders, directors, officers, principals, franchisees/licensees and representatives harmless from and against any and all losses, liabilities, claims, proceedings, demands, damages, judgments, injuries, attorneys' fees, costs and expenses, that they incur resulting from any claim brought against any of them or any action which any of them are named as a party or which any of them may suffer, sustain or incur by reason of, or arising out of, Franchisee's breach of any of the terms of the Lease, including the failure to pay rent or any other terms and conditions of the Lease.

4. **Conditional Assignment**: Franchisee hereby grants to the Franchisor a security interest in and to the Lease, all of the furniture, fixtures, inventory and supplies located in the Site and the franchise relating to the Franchised Business, and all of the Franchisee's rights, title and interest in and to the Lease as conditional for the payment of any obligation, liability or other amount owed by the Franchisee or its affiliates to the Lessor arising under the Lease and for any default or breach of any of the terms and provisions of the Lease, and for any default or breach of any of the terms and provisions of the Franchise Agreement. In the event of a breach or default by Franchisee under the terms of the Lease, or, in the event Franchisor makes any payment to the Lessor as a result of the Franchisee's breach of the Lease, then such payment by the Franchisor, or such breach or default by the Franchisee, shall at Franchisor's option be deemed to be an immediate default under the Franchise Agreement, and the Franchisor shall be entitled to the possession of the Site and to all of the rights, title and interest of the Franchisee in and to the Lease and to all other remedies described herein or in the Franchise Agreement or at law or in equity, without prejudice to any other rights or remedies of the Franchisor under any other agreements or under other applicable laws or equities. This Assignment shall constitute a lien on the interest of the Franchisee in and to the Lease until satisfaction in full of all amounts owed by the Franchisee to the Franchisor. In addition, the rights of the Franchisor to assume all obligations under the Lease provided in this Assignment are totally optional on the part of the Franchisor, to be exercised in its sole discretion. Franchisee agrees to execute any and all Uniform Commercial Code financing statements and all other documents and instruments deemed necessary by Franchisor to perfect or document the interests and assignments granted herein.

5. **No Subordination**: Franchisee shall not permit the Lease to become subordinate to any lien without first obtaining Franchisor's written consent, other than the lien created by this Assignment, the Franchise Agreement, the Lessor's lien under the Lease, liens securing bank financing for the operations of Franchisee on the Site and the agreements and other instruments referenced herein. The Franchisee will not terminate, modify or amend any of the provisions or terms of the Lease without the prior written consent of the Franchisor. Any attempt at termination, modification or amendment of any of the terms of the Lease without such written consent is null and void.

6. **Exercise of Remedies**: In any case of default by the Franchisee under the terms of the Lease or under the Franchise Agreement, Franchisor shall be entitled to exercise any one or more of the following remedies in its sole discretion:

a) to take possession of the Site, or any part thereof, personally, or by its agents or attorneys;

b) to, in its discretion, without notice and with or without process of law, enter upon and take and maintain possession of all or any part of the Site, together with all furniture, fixtures, inventory, books, records, papers and accounts of the Franchisee;

c) to exclude the Franchisee, its agents or employees from the Site;

d) as attorney-in-fact for the Franchisee, or in its own name, and under the powers herein granted, to hold, operate, manage and control the Franchised Business and conduct the business, if any, thereof, either personally or by its agents, with full power to use such measures, legally rectifiable, as in its discretion may be deemed proper or necessary to cure such default, including actions of forcible entry or detainer and actions in distress of rent, hereby granting full power and authority to the Franchisor to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter;

e) to cancel or terminate any unauthorized agreements or subleases entered into by the Franchisee, for any cause or ground which would entitle the Franchisor to cancel the same;

f) to disaffirm any unauthorized agreement, sublease or subordinated lien, to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Site or the Site that may seem judicious, in the sole discretion of the Franchisor; and

g) to insure and reinsure the same for all risks incidental to the Franchisor's possession, operation and management thereof; and/or

h) notwithstanding any provision of the Franchise Agreement to the contrary, to declare all of the Franchisee's rights but not obligations under the Franchise Agreement to be immediately terminated as of the date of Franchisee defaults under the Lease and fails to cure said default within the applicable cure period (if any).

The parties agree and acknowledge that Franchisor is not required to assume the Lease, take possession of the Site or otherwise exercise of its other rights described in this Assignment. In the event Franchisor elects to exercise its right to assume the Lease and/or take possession of the Site, it will provide written notice to Franchisee in writing and undertake the other necessary actions at issue. Nothing in this Assignment may be construed to impose an affirmative obligation on the part of Franchisor to exercise any of the rights set forth herein.

7. **Power of Attorney**: Franchisee does hereby appoint irrevocably Franchisor as its true and lawful attorney-in-fact in its name and stead and hereby authorizes it, upon any default under the Lease or under the Franchise Agreement, with or without taking possession of the Site, to rent, lease, manage and operate the Site to any person, firm or corporation upon such terms and conditions in its discretion as it may determine, and with the same rights and powers and immunities, exoneration of liability and rights of recourse and indemnity as the Franchisor would have upon taking possession of the Site pursuant to the provisions set forth in the Lease. The power of attorney conferred upon the Franchisor pursuant to this Assignment is a power coupled with an interest and cannot be revoked, modified or altered without the written consent of the Franchisor.

8. **Election of Remedies**: It is understood and agreed that the provisions set forth in this Assignment are deemed a special remedy given to the Franchisor and are not deemed to exclude any of the remedies granted in the Franchise Agreement or any other agreement between the Franchisor and the Franchisee, but are deemed an additional remedy and shall be cumulative with the remedies therein and elsewhere granted to the Franchisor, all of which remedies are enforceable concurrently or successively. No exercise by the Franchisor or any of the rights hereunder will cure, waiver or affect any default hereunder or default under the Franchise Agreement. No inaction or partial exercise of rights by the Franchisor will be construed as a waiver of any of its rights and remedies and no waiver by the Franchisor of any such rights and remedies shall be construed as a waiver by the Franchisor of any future rights and remedies. Franchisor is not required to exercise any of its rights set forth in Section 6 hereof, but shall have the irrevocable right to do so.

9. **Binding Agreements**: This Assignment and all provisions hereof shall be binding upon the Franchisor and the Franchisee, their successors, assigns and legal representatives and all other persons or entities claiming under them or through them, or either of them, and the words "Franchisor" and "Franchisee" when used herein shall include all such persons and entities and any others liable for payment of amounts under the Lease or the Franchise Agreement. All individuals executing on behalf of corporate

entities hereby represent and warrant that such execution has been duly authorized by all necessary corporate and shareholder authorizations and approvals.

10. **Assignment to Control**. This Assignment governs and controls over any conflicting provisions in the Lease.

11. **Attorneys' Fees, Etc.** In any action or dispute, at law or in equity, that may arise under or otherwise relate to this Assignment, the prevailing party will be entitled to recover its attorneys' fees, costs and expenses relating to any trial or appeal (including, without limitation, paralegal fees) or arbitration or bankruptcy proceeding from the non-prevailing party.

12. **Severability**. If any of the provisions of this Assignment or any section or subsection of this Assignment shall be held invalid for any reason, the remainder of this Assignment or any such section or subsection will not be affected thereby and will remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed as of the day and year first above written.

FRANCHISEE

By:______________________________

Name:____________________________

FRANCHISOR

MI-BOX L.L.C.

By: __________________________________
Michael Born, Vice President

The Lessor hereby consents, agrees with, approves of and joins in with this COLLATERAL ASSIGNMENT AND ASSUMPTION OF LEASE.

LESSOR

____

By: __________________________________

Name: __________________________________

Title: __________________________________

Date:

EXHIBIT D TO THE FRANCHISE AGREEMENT
EFT AUTHORIZATION FORM

Bank Name: ____
ABA# : ____ Acct. No.: ____ Acct. Name: ____

Effective as of the date of the signature below, **[Franchisee Name]** (the "Franchisee") hereby authorizes MI-BOX L.L.C. (the "Company") or its designee to withdraw funds from the above-referenced bank account, electronically or otherwise, to cover the following payments that are due and owing Company or its affiliates under the franchise agreement dated ________________(the "Franchise Agreement") for the franchised business located at: _________________________________ (the "Franchised Business"): (i) all Container Royalty Fees; (ii) any amounts due and owing the Company or its affiliates in connection with the acquisition of a Lift System(s), Containers or other inventory, as well as any technology, marketing materials or other supplies that is provided by Company or its affiliates; and (iii) any and all other fees and amounts due and owing to Company and/or its affiliates under the Franchise Agreement. Franchisee acknowledges each of the fees described above may be collected by the Company (or its designee) as set forth in the Franchise Agreement.

The parties further agree that all capitalized terms not specifically defined herein will be afforded the definition they are given in the Franchise Agreement.

Such withdrawals shall occur on a weekly basis, or on such other schedule as Company shall specify in writing. This authorization shall remain in full force and effect until terminated in writing by Company. **[Insert Franchisee Name]** shall provide Company, in conjunction with this authorization, a voided check from the above-referenced account.

AGREED:

FRANCHISEE

[INSERT FRANCHISEE NAME]

By: __________________________________

Name (Print): __________________________

Its: ___________________________________

FRANCHISOR APPROVAL

MI-BOX L.L.C.

By: ______________________________
Michael Born, Vice President

Please attach a voided blank check, for purposes of setting up Bank and Transit Numbers.

EXHIBIT E TO THE FRANCHISE AGREEMENT
CONFIDENTIALITY AND RESTRICTIVE COVENANT AGREEMENT
(for Designated Mangers and other management personnel, Authorized Providers, as well as any officers, directors, or owners of the Franchisee that did not sign the full Personal Guaranty)

In consideration of my being a [INSERT TITLE/ROLE WITH FRANCHISEE] of ____________________ (the "Franchisee"), and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I (the undersigned) hereby acknowledge and agree that Franchisee has acquired the right from MI-BOX L.L.C. (the "Company" or "Franchisor") to: (i) establish and operate a franchised business (the "Franchised Business"); and (ii) use in the operation of the Franchised Business the Company's trade names, trademarks and service marks (collectively, the "Proprietary Marks") and the Company's developed, then-current format and system relating to the establishment and operation of Franchised Business businesses (the "System"), as they may be changed, improved and further developed from time to time in the Company's sole discretion, only at the following authorized and approved location: __________________________________ (the "Premises").

1. The Company possesses certain proprietary and confidential information relating to the operation of the Franchised Business and System generally, including without limitation: Company's proprietary and confidential Manuals and other manuals providing guidelines, standards and specifications related to the establishment and operation of the Franchised Business (collectively, the "Manuals"); Franchisor's proprietary training materials and programs, as well as proprietary marketing methods and other instructional materials, trade secrets; information related to any other proprietary methodology or aspects of the System or the establishment and continued operation of the Franchised Business; financial information; any and all customer lists, contracts and other customer information obtained through the operation of the Franchised Business and other Franchised Businesses; any information related to any type of proprietary software that may be developed and/or used in the operation of with the Franchised Business; and any techniques, methods and know-how related to the operation of Franchised Business or otherwise used in connection with the System, which includes certain trade secrets, copyrighted materials, methods and other techniques and know-how (collectively, the "Confidential Information").

2. Any other information, knowledge, know-how, and techniques which the Company specifically designates as confidential will also be deemed to be Confidential Information for purposes of this Agreement.

3. As [INSERT TITLE WITH RESPECT TO FRANCHISEE] of the Franchisee, the Company and Franchisee will disclose the Confidential Information to me in furnishing to me the training program and subsequent ongoing training, the Manuals, and other general assistance during the term of this Agreement.

4. I will not acquire any interest in the Confidential Information, other than the right to utilize it in the operation of the Franchised Business during the term hereof, and the use or duplication of the

Confidential Information, in whole or in part, for any use outside the System would constitute an unfair method of competition.

5. The Confidential Information is proprietary, involves trade secrets of the Company, and is disclosed to me solely on the condition that I agree, and I do hereby agree, that I shall hold in strict confidence all Confidential Information and all other information designated by the Company as confidential. Unless the Company otherwise agrees in writing, I will disclose and/or use the Confidential Information only in connection with my duties as [INSERT TITLE] of the Franchisee, and will continue not to disclose any such information even after I cease to be in that position and will not use any such information even after I cease to be in that position unless I can demonstrate that such information has become generally known or easily accessible other than by the breach of an obligation of Franchisee under the Franchise Agreement.

6. I will surrender any material containing some or all of the Confidential Information to the Company, upon request, or upon conclusion of the use for which the information or material may have been furnished.

7. Except as otherwise approved in writing by the Company, I shall not, while in my position with the Franchisee, for myself, or through, on behalf of, or in conjunction with any person, persons, partnership, corporation or limited liability company, own, maintain, engage in, be employed by, or have any interest in any other business that: (i) is a container rental or leasing business that is similar to the Franchised Business and/or that features, offers and/or sells products and services similar to the those offered and sold by the Franchised Business and/or other System franchises (a "Competing Business"); or (iii) grants or has granted franchises or licenses, or establishes or has established joint ventures, for one or more Competing Businesses. I also agree that I will not undertake any action to divert business from the Franchised Business to any Competing Business, or solicit any of the former customers of Franchisee for any competitive business purpose.

7.1 *Post-Term Restrictive Covenant for Designated Manager of Franchised Business or Manager/Officers/Directors of Franchisee*. In the event I am a manager of the Franchised Business, or an officer/director/manager/partner of Franchisee that has not already executed a Personal Guaranty agreeing to be bound by the terms of the Franchise Agreement, then I further agree that I will not be involved in a Competing Business of any kind for a period of two years after the expiration or termination of my employment with Franchisee for any reason: (i) within the Designated Territory; (ii) within a 25-mile radius of the Designated Territory; (iii) within the designated territory of any other System franchisee or licensee; and/or (iv) within a 25-mile radius of the designated territory of any other System franchisee or licensee. I also agree that I will not be involved in the franchising or licensing of any Competing Business at any location, or undertake any action to divert business from the Franchised Business to any Competing Business or solicit any of the former customers of Franchisee for any competitive business purpose, during this two (2) year period following the termination or expiration of my employment with the Franchisee.

8. I agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Agreement is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which the Company is a party, I expressly agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Agreement.

9. I understand and acknowledge that the Company shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in this Agreement, or any portion thereof, without my consent, effective immediately upon receipt by me of written notice thereof; and I agree to comply forthwith with any covenant as so modified.

10. The Company is a third-party beneficiary of this Agreement and may enforce it, solely and/or jointly with the Franchisee. I am aware that my violation of this Agreement will cause the Company and the Franchisee irreparable harm; therefore, I acknowledge and agree that the Franchisee and/or the Company may apply for the issuance of a temporary and/or permanent injunction and a decree for the specific performance of the terms of this Agreement, without the necessity of showing actual or threatened harm and without being required to furnish a bond or other security. I agree to pay the Franchisee and the Company all the costs it/they incur(s), including, without limitation, legal fees and expenses, if this Agreement is enforced against me. Due to the importance of this Agreement to the Franchisee and the Company, any claim I have against the Franchisee or the Company is a separate matter and does not entitle me to violate, or justify any violation of this Agreement.

11. I shall not at any time, directly or indirectly, do any act that would or would likely be injurious or prejudicial to the goodwill associated with the Confidential Information and the System.

12. Franchisee shall make all commercially reasonable efforts to ensure that I act as required by this Agreement.

13. Any failure by Franchisor to object to or take action with respect to any breach of this Agreement by me shall not operate or be construed as a waiver of or consent to that breach or any subsequent breach by me.

14. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF **[INSERT STATE WHERE FRANCHISEE IS LOCATED]** AND MYSELF HEREBY IRREVOCABLY SUBMITS HIMSELF TO THE JURISDICTION OF THE STATE COURT CLOSEST TO THE PREMISES OF THE FRANCHISED BUSINESS OR, IF APPROPRIATE, THE FEDERAL COURT CLOSED TO SUCH PREMISES. I HEREBY WAIVE ALL QUESTIONS OF PERSONAL JURISDICTION OR VENUE FOR THE PURPOSE OF CARRYING OUT THIS PROVISION. I HEREBY AGREE THAT SERVICE OF PROCESS MAY BE MADE UPON ME IN ANY PROCEEDING RELATING TO OR ARISING UNDER THIS AGREEMENT OR THE RELATIONSHIP CREATED BY THIS AGREEMENT BY ANY MEANS ALLOWED BY **[INSERT STATE]** OR FEDERAL LAW. I FURTHER AGREE THAT VENUE FOR ANY PROCEEDING RELATING TO OR ARISING OUT OF THIS AGREEMENT SHALL BE ONE OF THE COURTS DESCRIBED ABOVE IN THIS SECTION; PROVIDED, HOWEVER, WITH RESPECT TO ANY ACTION WHICH INCLUDES INJUNCTIVE RELIEF OR OTHER EXTRAORDINARY RELIEF, FRANCHISOR MAY BRING SUCH ACTION IN ANY COURT IN ANY STATE WHICH HAS JURISDICTION.

15. The parties acknowledge and agree that each of the covenants contained in this Agreement are reasonable limitations as to time, geographical area, and scope of activity to be restrained and do not impose a greater restraint than is necessary to protect the goodwill or other business interests of Franchisor. The parties agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Agreement is held unreasonable or unenforceable by a court or agency having valid jurisdiction in any unappealed final decision to which Franchisor is a part, I expressly agree to be bound by any lesser covenant subsumed

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

16. This Agreement contains the entire agreement of the parties regarding the subject matter of this Agreement. This Agreement may be modified only by a duly authorized writing executed by all parties.

17. All notices and demands required to be given must be in writing and sent by personal delivery, expedited delivery service, certified or registered mail, return receipt requested, first-class postage prepaid, facsimile or electronic mail, (provided that the sender confirms the facsimile or electronic mail, by sending an original confirmation copy by certified or registered mail or expedited delivery service within three (3) business days after transmission), to the respective party at the following address unless and until a different address has been designated by written notice.

For notices to Franchisor, the notice shall be addressed to:

MI-BOX L.L.C.
Attn: Michael Born
511 Oak Leaf Court, Suite B
Joliet, Illinois 60436

Any notices sent by personal delivery shall be deemed given upon receipt. Any notices given by facsimile or electronic mail shall be deemed given upon transmission, provided confirmation is made as provided above. Any notice sent by expedited delivery service or registered or certified mail shall be deemed given three (3) business days after the time of mailing. Any change in the foregoing addresses shall be effected by giving fifteen (15) days written notice of such change to the other parties. Business day for the purpose of this Agreement excludes Saturday, Sunday and the following national holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving and Christmas.

18. The rights and remedies of Franchisor under this Agreement are fully assignable and transferable and inure to the benefit of its respective parent, successor and assigns.

IN WITNESS WHEREOF, this Agreement is made and entered into by the undersigned parties as of the Effective Date.

UNDERSIGNED

Signature: ______________________________

Name: ______________________________

Address: ______________________________

Title: ______________________________

ACKNOWLEDGED BY FRANCHISEE

[FRANCHISEE NAME]

By: ______________________________

____

Title:

EXHIBIT F TO THE FRANCHISE AGREEMENT
CONDITIONAL ASSIGNMENT OF TELEPHONE NUMBERS AND DOMAIN NAMES

1. , doing business as Franchised Business (the "Assignor"), in exchange for valuable consideration provided by MI-BOX L.L.C. (the "Assignee"), receipt of which is hereby acknowledged hereby conditionally assigns to Assignee all telephone numbers, facsimile numbers, domain names, as well as any listings associated therewith, utilized by Assignor in the operation of its MIBOX franchised business located at ______________________________ (collectively, the "Assigned Property"). The Assigned Property includes the following:

Telephone Number(s): ____
Facsimile Number(s): ____
Domain Name(s) (as permitted by Franchisor under the Franchise Agreement): ________________
____.

2. The conditional agreement will become effective automatically upon termination and/or expiration of Assignor's franchise. Upon the occurrence of that condition, Assignor must do all things required by the telephone company and/or domain name registrar to assure the effectiveness of the assignment of Assigned Property as if the Assignee had been originally issued such Assigned Property and the usage thereof.

3. Assignor agrees to pay the telephone company and/or domain name registrar, on or before the effective date of assignment, all amounts owed for the use of the Assigned Property up to the date this Assignment becomes effective. Assignor further agrees to indemnify Assignee for any sums Assignee must pay the telephone company or domain name registrar to effectuate this agreement, and agrees to fully cooperate with the telephone company and/or domain name registrar, as well as the Assignee, in effectuating this assignment.

ASSIGNOR

BY: ____________________________________ Date: __________________

TITLE:_________________________________

ASSIGNEE

MI-BOX L.L.C.

BY: ___________________________________
Michael Born, Vice President

EXHIBIT G TO THE FRANCHISE AGREEMENT
ADDITIONAL TERRITORY ADDENDUM

MI-BOX, LLC ADDITIONAL TERRITORY ADDENDUM TO FRANCHISE AGREEMENT

This Additional Territory Addendum to Franchise Agreement (the "Addendum") is hereby made and entered into on____________________ (the "Addendum Effective Date"), by and between: (i) MI-BOX, LLC ("Franchisor"); (ii) [Franchisee Name] a(n) [limited liability company/partnership/corporation/individual] with a business address at [Address] ("Franchisee"); and (iii) [Franchisee's Personal Guarantor], an individual with a business address at [Address] ("Guarantor").

BACKGROUND

A. On or around [Date], Franchisor and Franchisee entered into a franchise agreement (the "Franchise Agreement") pursuant to which Franchisee obtained the right and undertook the obligation to own and operate a MI-BOX® franchised business (the "Franchised Business") within the Designated Territory identified in Exhibit A to the Franchise Agreement (the "Designated Territory").

B. Franchisee has submitted a request to Franchisor to add additional territory (with a minimum population of 100,000) in which to operate the Franchised Business (the "Additional Territory").

C. Franchisor and Franchisee now wish to amend the Franchise Agreement to allow Franchisee the right to purchase the Additional Territory and to operate the Franchised Business in the Additional Territory in accordance with the terms of the Franchise Agreement, subject to the terms and conditions of this Addendum.

NOW THEREFORE, in consideration of the mutual agreements, covenants and promises contained in this Addendum and for mutual consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. **Background; Definition.**

a. The parties agree and acknowledge that the Background portion of this Addendum, including all definitions, representations and provisions set forth therein, is hereby incorporated by reference as if fully set forth in this Section.

b. For purposes of this Addendum, if a capitalized term in this Addendum is not specifically defined herein, that term shall have the same definition set forth in the Franchise Agreement, as applicable.

2. **Additional Territory.** The Franchise Agreement is hereby amended to add the Additional Territory identified on Exhibit A attached hereto as "Additional Territory". The Designated Territory is hereby amended to include the Additional Territory.

3. **Additional Territory Fee.** Franchisee shall pay to Franchisor a non-refundable additional territory fee equal to $_________________(the "Additional Territory Fee"). The Additional Territory Fee

is deemed fully earned and non-refundable upon payment. Franchisee shall pay the Additional Territory Fee to Franchisor either: (a) in full, immediately upon execution of this Addendum; or (b) over a five (5) year period, with a 25% non-refundable initial deposit due and payable immediately upon signing this Addendum, and the balance due and payable in sixty (60) equal monthly payments plus interest at a rate of five percent (5%) per year.

4. **Additional Container Purchase Requirement.** Franchisee shall add an additional seven (7) System Containers each year for each 100,000 persons within the Additional Territory over the four (4) year period immediately following the Addendum Effective Date (the "Additional Container Purchase Requirement"). If Franchisee fails to comply with the Additional Container Purchase Requirement, and Franchisee fails to cure such default before the expiration of thirty (30) days from the date Franchisor issues a notice of default to Franchisee, Franchisor shall have the right to: (a) terminate Franchisee's territorial rights within the Additional Territory and/or Designated Territory and re-assign, remarket or otherwise grant others franchise or similar rights without paying Franchisee any consideration; (b) reduce the Additional Territory and/or Designated Territory; and/or (c) terminate the Franchise Agreement.

5. **Term Adjustment; Term Adjustment Fee.**

a. Section 3 A of the Franchise Agreement is hereby amended to provide that the Initial Term shall expire on the ten-year anniversary of the Addendum Effective Date.

b. Franchisee shall pay to Franchisor a non-refundable Term Adjustment Fee in the amount of $_______________ immediately upon execution of this Addendum. [The Term Adjustment Fee is calculated based on the following formula: ($7,500 ÷ 3,650) x (the number of days Franchisee's Franchised Business has been in operation).] Notwithstanding the foregoing, in no event will the Term Adjustment Fee exceed $7,500.

6. **Continued Compliance with Franchise Agreement Obligations.** Franchisee and Guarantor hereby acknowledge that the Franchise Agreement shall govern Franchisee's operation of the Franchised Business in the Additional Territory and that they must strictly comply with the obligations under the Franchise Agreement in connection with operating the Franchised Business in the Additional Territory.

7. **Release.** As consideration for Franchisor entering into this Addendum, Franchisee and Guarantor, for themselves and all persons and entities claiming by, through or under them, hereby release, acquit, and forever discharge Franchisor and its present and former officers, members, managers, employees, shareholders, directors, agents, servants, representatives, affiliates, franchisees, licensees, successors and assigns (the "Franchisor Releasees") from all claims, debts, demands, covenants, contracts, promises, agreements, liabilities, costs, attorneys' fees, actions or causes of action whatsoever (whether based in contract, tort, statute or any other legal theory), whether known or unknown, and whether accrued or unaccrued prior to the Effective Date of this Addendum, which Franchisee and/or Guarantor, by themselves or on behalf of, or in conjunction with any other person, persons, partnership or corporation, have, had, or might claim to have against the Franchisor Releasees through the Effective Date of this Addendum, including, but not limited to, those arising out of or related to: (i) the offer, sale, and/or operation of the Franchise Agreement (and Franchised Business); (ii) the parties' respective rights or obligations under the Franchise Agreement; and (iii) any and all rights, obligations, or claims under any federal or state franchise regulations or franchise relationship laws. Franchisee and Guarantor represent and warrant that they have not assigned or otherwise transferred any claim or cause of action released by this Addendum.

8. **[Acknowledgment.** Without limiting the scope of the release set forth above or this

paragraph, the parties to this Addendum hereby acknowledge a familiarity with Section 1542 of the Civil Code of the State of California, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTIES DO NOT KNOW OR SUSPECT TO EXIST IN THEIR FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY THEM, WOULD HAVE MATERIALLY AFFECTED THEIR SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

The releasing parties (Franchisee and Guarantor) hereby waive and relinquish every right or benefit which they may have under Section 1542 of the Civil Code of the State of California, and any similar statute under any other state or federal law, to the fullest extent that they may lawfully waive such right or benefit. In connection with this waiver and relinquishment, with respect to the claims released above, the releasing parties acknowledge that they may hereafter discover facts in addition to or different from those which they now know or believe to be true but that it is the parties' intention, subject to the terms and conditions of this Addendum, to fully, finally and forever to settle and release all such claims, known or unknown, suspected or unsuspected, which now exist, may exist or did exist, and, in furtherance of such intention, the release given above shall be and remain in effect as a full and complete release, notwithstanding the discovery or existence of any such additional or different facts.]

9. **Construction of Language.** The language of this Addendum will be construed according to its fair meaning, and not strictly for or against either party. The parties have had a reasonable opportunity to review this Addendum. In the event of an ambiguity or if a question of intent or interpretation arises, this Addendum shall be construed as if drafted jointly by all of the parties, and no presumptions or burdens of proof shall arise in favor of any party by virtue of the authorship of any of the provisions of this Addendum. Headings are for reference purposes and do not control interpretation.

10. **Entire Agreement.** The Franchise Agreement and this Addendum constitute the entire, full, and complete agreement between the parties concerning the matters herein and supersede any and all prior agreements. In the event of a conflict between the terms of the Franchise Agreement and this Addendum, the terms of this Addendum shall control. Except as amended by this Addendum, the parties agree and acknowledge that all the other terms and conditions of the Franchise Agreement are hereby ratified and confirmed, including the provisions related to governing law, venue, dispute resolution, waivers and other enforcement-related provisions that shall also apply to all claims, disputes or causes of action arising out of or related to this Addendum.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have duly executed and delivered this Addendum on the date first written above.

FRANCHISOR

MI-BOX, LLC

By: ______________________

Name: ____________________

Title: ______________________

Date: ______________________

FRANCHISEE

[NAME]

By: ____________________

Name: ___________________

Title: ____________________

Date: ____________________

GUARANTOR
[NAME]

By: ______________________
[Individual's Name], Individually

EXHIBIT A

ADDITIONAL TERRITORY

Exhibit C
to
MI-BOX L.L.C.'s
Franchise Disclosure Document

<u>State Specific Addenda</u>

<u>CALIFORNIA</u>

ADDENDUM TO DISCLOSURE DOCUMENT

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.

Neither the franchisor nor any person 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. 78a et seq., suspending or expelling such persons from membership in that association or exchange.

California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.

The franchise agreement and the area development agreement contain covenants not to compete that extend beyond the termination of the franchise and the area development franchise. These provisions may not be enforceable under California law.

The franchise agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

The franchise agreement and the area development agreement require binding arbitration. The arbitration will occur at Los Angeles, California, with the costs being borne according to the Rules for Commercial Arbitration of the American Arbitration Association.

Prospective franchisees and area developers are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement or an area development agreement restricting venue to a forum outside the State of California.

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT www.dfpi.ca.gov.

Section 31512 of the Franchise Investment Law (FIL) and 20010 of the California Franchise Relations Act (CFRA) provide that any condition, stipulation or provision purporting to bind you to waive compliance with any provision of these laws is void. Therefore, any release of claims that you must sign as a condition of renewal or transfer may not apply to claims arising under the FIL or the CFRA.

Unless the transaction is exempt, Section 31125 of the California Corporations Code requires us to give you a special disclosure document, approved by the Commissioner of Financial Protection and Innovation, before asking you to consider a proposed material modification of an existing franchise.

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 the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

ADDENDUM REQUIRED BY THE STATE OF ILLINOIS

The conditions under which the Franchise Agreement and/or Development Agreement can be terminated and your rights upon nonrenewal may be affected by Illinois law (815 ILCS 705/19 and 705/20).

For choice of law purposes, and for the interpretation and construction of the Franchise Agreement and Development Agreement, Illinois law governs.

> Although the Franchise Agreement and Development Agreement require litigation to be instituted in a court in Delaware (or other state where Franchisor's headquarters are located), all litigation must be instituted in a court of competent jurisdiction located in the State of Illinois, subject to the mediation provision of the Franchise Agreement and Development Agreement.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Section 19 of the Illinois Franchise Disclosure Act sets forth the conditions and notice requirements for termination of a franchise agreement.

Section 20 of the Illinois Franchise Disclosure Act sets forth the conditions of non-renewal of a franchise agreement, along with compensation requirements.

In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation, or provisions purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

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 the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

The undersigned hereby acknowledge and agree that this Addendum is hereby made part of and incorporated into the foregoing Franchise Agreement.

MI-BOX, LLC	**FRANCHISEE**
By: ______________________________	By: ______________________________
Name: ______________________________	Name: ______________________________
Title: ______________________________	Title: ______________________________
Date Signed: ______________________________	Date Signed: ______________________________

ADDENDUM REQUIRED BY THE STATE OF INDIANA

Neither MI-BOX, LLC, its Affiliate, nor any person identified in Item 2 has any material arbitration proceeding pending, or has during the ten (10) year period immediately preceding the date of this Disclosure Document been a party to concluded material arbitration proceedings.

The Franchise Agreement and Development Agreement contain a covenant not to compete which extends beyond the termination of the franchise. These provisions may not be enforceable under Indiana law.

Indiana law makes unilateral termination of a franchise unlawful unless there is a material violation of the Franchise Agreement and/or Development Agreement and the termination is not done in bad faith.

Indiana law prohibits a prospective general release of claims subject to the Indiana Deceptive Franchise Practices Law.

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 the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

ADDENDUM REQUIRED BY THE STATE OF MICHIGAN

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU.

(A) A PROHIBITION OF THE RIGHT OF A FRANCHISEE TO JOIN AN ASSOCIATION OF FRANCHISEES.

(B) A REQUIREMENT THAT A FRANCHISEE ASSENT TO A RELEASE, ASSIGNMENT, NOVATION, WAIVER, OR ESTOPPEL WHICH DEPRIVES A FRANCHISEE OF RIGHTS AND PROTECTIONS PROVIDED IN THIS ACT. THIS SHALL NOT PRECLUDE A FRANCHISEE, AFTER ENTERING INTO A FRANCHISE AGREEMENT, FROM SETTLING ANY AND ALL CLAIMS.

(C) A PROVISION THAT PERMITS A FRANCHISOR TO TERMINATE A FRANCHISE PRIOR TO THE EXPIRATION OF ITS TERM EXCEPT FOR GOOD CAUSE. GOOD CAUSE SHALL INCLUDE THE FAILURE OF THE FRANCHISEE TO COMPLY WITH ANY LAWFUL PROVISION OF THE FRANCHISE AGREEMENT AND TO CURE SUCH FAILURE AFTER BEING GIVEN WRITTEN NOTICE THEREOF AND A REASONABLE OPPORTUNITY, WHICH IN NO EVENT NEED BE MORE THAN 30 DAYS, TO CURE EACH FAILURE.

(D) A PROVISION THAT PERMITS A FRANCHISOR TO REFUSE TO RENEW A FRANCHISE WITHOUT FAIRLY COMPENSATING THE FRANCHISEE BY REPURCHASE OR OTHER MEANS FOR THE FAIR MARKET VALUE AT THE TIME OF EXPIRATION OF THE FRANCHISEE'S INVENTORY, SUPPLIES, MATERIALS, FIXTURES, AND FURNISHINGS. PERSONALIZED MATERIALS WHICH HAVE NO VALUE TO THE FRANCHISOR AND INVENTORY, SUPPLIES, MATERIALS, FIXTURES, AND FURNISHINGS NOT REASONABLY REQUIRED IN THE CONDUCT OF THE FRANCHISE BUSINESS ARE NOT SUBJECT TO COMPENSATION. THIS SUBSECTION APPLIES ONLY IF (i) THE TERM OF THE FRANCHISE IS LESS THAN 5 YEARS AND (ii) THE FRANCHISEE IS PROHIBITED BY THE FRANCHISE OR OTHER AGREEMENT FROM CONTINUING TO CONDUCT SUBSTANTIALLY THE SAME BUSINESS UNDER ANOTHER TRADEMARK, SERVICE MARK, TRADE NAME, LOGOTYPE, ADVERTISING, OR OTHER COMMERCIAL SYMBOL IN THE SAME AREA SUBSEQUENT TO THE EXPIRATION OF THE FRANCHISE OR THE FRANCHISEE DOES NOT RECEIVE AT LEAST 6 MONTHS NOTICE OF FRANCHISOR'S INTENT NOT TO RENEW THE FRANCHISE.

(E) A PROVISION THAT PERMITS THE FRANCHISOR TO REFUSE TO RENEW A FRANCHISE ON TERMS GENERALLY AVAILABLE TO OTHER FRANCHISEES OF THE SAME CLASS OR TYPE UNDER SIMILAR CIRCUMSTANCES. THIS SECTION DOES NOT REQUIRE A RENEWAL PROVISION.

(F) A PROVISION REQUIRING THAT ARBITRATION OR LITIGATION BE CONDUCTED OUTSIDE THIS STATE. THIS SHALL NOT PRECLUDE THE FRANCHISEE FROM ENTERING INTO AN AGREEMENT, AT THE TIME OF ARBITRATION, TO CONDUCT ARBITRATION AT A LOCATION OUTSIDE THIS STATE.

(G) A PROVISION WHICH PERMITS A FRANCHISOR TO REFUSE TO PERMIT A TRANSFER OF OWNERSHIP OF A FRANCHISE, EXCEPT FOR GOOD CAUSE. THIS SUBDIVISION DOES NOT PREVENT A FRANCHISOR FROM EXERCISING A RIGHT OF FIRST

REFUSAL TO PURCHASE THE FRANCHISE. GOOD CAUSE SHALL INCLUDE, BUT IS NOT LIMITED TO:

(i) THE FAILURE OF THE PROPOSED TRANSFEREE TO MEET THE FRANCHISOR'S THEN CURRENT REASONABLE QUALIFICATION OR STANDARDS.

(ii) THE FACT THAT THE PROPOSED TRANSFEREE IS A COMPETITOR OF THE FRANCHISOR OR SUBFRANCHISOR.

(iii) THE UNWILLINGNESS OF THE PROPOSED TRANSFEREE TO AGREE IN WRITING TO COMPLY WITH ALL LAWFUL OBLIGATIONS.

(iv) THE FAILURE OF THE FRANCHISEE OR PROPOSED TRANSFEREE TO PAY ANY SUMS OWING TO THE FRANCHISOR OR TO CURE ANY DEFAULT IN THE FRANCHISE AGREEMENT EXISTING AT THE TIME OF THE PROPOSED TRANSFER.

(H) A PROVISION THAT REQUIRES THE FRANCHISEE TO RESELL TO THE FRANCHISOR ITEMS THAT ARE NOT UNIQUELY IDENTIFIED WITH THE FRANCHISOR. THIS SUBDIVISION DOES NOT PROHIBIT A PROVISION THAT GRANTS TO A FRANCHISOR A RIGHT OF FIRST REFUSAL TO PURCHASE THE ASSETS OF A FRANCHISE ON THE SAME TERMS AND CONDITIONS AS A BONA FIDE THIRD PARTY WILLING AND ABLE TO PURCHASE THOSE ASSETS, NOR DOES THIS SUBDIVISION PROHIBIT A PROVISION THAT GRANTS THE FRANCHISOR THE RIGHT TO ACQUIRE THE ASSETS OF A FRANCHISE FOR THE MARKET OR APPRAISED VALUE OF SUCH ASSETS IF THE FRANCHISEE HAS BREACHED THE LAWFUL PROVISIONS OF THE FRANCHISE AGREEMENT AND HAS FAILED TO CURE THE BREACH IN THE MANNER PROVIDED IN SUBDIVISION (C).

(I) A PROVISION WHICH PERMITS THE FRANCHISOR TO DIRECTLY OR INDIRECTLY CONVEY, ASSIGN, OR OTHERWISE TRANSFER ITS OBLIGATIONS TO FULFILL CONTRACTUAL OBLIGATIONS TO THE FRANCHISEE UNLESS PROVISION HAS BEEN MADE FOR PROVIDING THE REQUIRED CONTRACTUAL SERVICES.

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE ATTORNEY GENERAL.

ANY QUESTIONS REGARDING THIS NOTICE SHOULD BE DIRECTED TO THE DEPARTMENT OF THE ATTORNEY GENERAL'S OFFICE, CONSUMER PROTECTION DIVISION, ATTN. FRANCHISE SECTION, 670 LAW BUILDING, 525 W. OTTAWA STREET, LANSING, MICHIGAN 48913, 517-373-7117.

VIRGINIA ADDENDA TO THE MI-BOX, L.L.C. FRANCHISE DISCLOSURE DOCUMENT

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for MI-Box, L.L.C. for the use in the Commonwealth of Virginia shall be amended as follows:

The following statements are added to Item 17(h):

Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for a default or termination stated in the Franchise Agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

The FDD is amended to disclose the following: "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 (a) 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 the franchisor. This provision supersedes any other term of any document executed in connection with the franchise."

STATE SPECIFIC ADDENDA
TO THE FRANCHISE AGREEMENT

ADDENDUM REQUIRED BY THE STATE OF ILLINOIS

Notwithstanding Section 15 of the Franchise Agreement, the conditions under which the agreement can be terminated and the parties' rights upon non-renewal may be affected by Illinois law, (815 ILCS 705/19 and 705/20).

Section 1(A) of the Franchise Agreement is hereby modified by adding the following text after the last sentence thereof:

> The parties expressly confirm that there are no other oral or written agreements, "side-deals", arrangements or understandings between them except as set forth herein and in Franchisor's applicable Franchise Disclosure Document.

Notwithstanding anything to the contrary in Section 21(A) of the Franchise Agreement, Illinois law shall govern this Agreement and the parties agree that, to the extent any legal action or proceeding arising out of or relating to these agreements is initiated and not subject to mediation pursuant to Section 21(C) of the Franchise Agreement, all such actions or proceedings shall be brought in Illinois courts.

Nothing in the Franchise Agreement or Development Agreement shall limit or prevent the enforcement of any cause of action otherwise enforceable in Illinois or arising under the Illinois Franchise Disclosure Act of 1987, as amended.

Sections 1(A), 1(B), 1(C), 1(D), 1(E), 1(F), 1(G), 1(I), and 1(L) of the Franchise Agreement are hereby deleted. For clarity, Sections 1(H), 1(J), 1(K), 1(M), 1(N), and 1(O) shall remain in full force and effect.

Section 19 of the Illinois Franchise Disclosure Act sets forth the conditions and notice requirements for termination of a franchise agreement.

Section 20 of the Illinois Franchise Disclosure Act sets forth the conditions of non-renewal of a franchise agreement, along with compensation requirements.

In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation, or provisions purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

The Franchise Agreement is hereby amended to include the following: "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 the franchisor. This provision supersedes any other term of any document executed in connection with the franchise."

Any condition, stipulation or provision of the Franchise Agreement purporting to bind Franchisee to a waiver of compliance with the Illinois Franchise Disclosure Act of 1987, as amended, is void.

The undersigned hereby acknowledge and agree that this Addendum is hereby made part of and incorporated into the foregoing Franchise Agreement.

MI-BOX L.L.C.	**FRANCHISEE**
By: ______________________________	By: ______________________________
Name: ____________________________	Name: ____________________________
Title: _____________________________	Title: _____________________________
Date Signed: _______________________	Date Signed: _______________________

STATE SPECIFIC ADDENDA
TO THE FRANCHISE AGREEMENT

ADDENDUM REQUIRED BY THE STATE OF INDIANA

Section 21(D) of the Franchise Agreement is hereby modified to provide that: (i) the acts described in this Section may cause Franchisor irreparable harm; and (ii) Franchisor is entitled to seek (rather than obtain) restraining orders or injunctive relief in accordance with the terms of this Section without the necessity of posting a bond.

Sections 1(A), 1(B), 1(C), 1(D), 1(E), 1(F), 1(G), 1(I), and 1(L) of the Franchise Agreement are hereby deleted. For clarity, Sections 1(H), 1(J), 1(K), 1(M), 1(N), and 1(O) shall remain in full force and effect.

Section 15 of the Franchise Agreement is hereby modified by adding the following subsection after the last subsection thereof:

> Indiana Law. The conditions under which this Agreement can be terminated may be affected by Indiana law [IC Stat. Sec. 23-2-2.5 and 23-2-2.7] which provides Franchisee with certain termination rights.

Section 21(C) of the Franchise Agreement is hereby modified such that Franchisor agrees to select as the place for mediation a location within the State of Indiana and the laws of the State of Indiana shall apply to the mediation proceedings.

Section 21(I) of the Franchise Agreement is hereby modified by deleting everything in the first sentence thereof after the words "brought before the expiration of" and before "and that any action not brought…," and replacing the deleted portion with "two (2) years after the violation of IC Stat. 23-2 and, with respect to other claims, three (3) years after discovery by the Franchisee/Developer of the facts constituting the violation."

Any covenant not to compete in the Franchise Agreement which extends beyond the termination of such agreement (whichever are applicable) may not be enforceable under Indiana law.

Notwithstanding anything to the contrary in Section 21(A) of the Franchise Agreement, the laws of the State of Indiana shall govern the construction and enforcement of this agreement.

Section 21(E) of the Franchise Agreement is hereby modified by adding the following text as the last sentence thereof:

> This provision shall not in any way abrogate or reduce any rights of Franchisee as provided for under Indiana law including, but not limited to, the right to submit matters to the jurisdiction of the courts of Indiana.

MARYLAND ADDENDA TO THE FRANCHISE AGREEMENT

The Franchise Agreement is amended as follows:

1. The Franchise Agreement is amended to provide that a franchisee may sue in Maryland for claims arising under the Maryland Franchise Regulation and Disclosure Law. Any claim arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

2. All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

3. Any general release required as a condition of renewal, sale and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

4. The Franchise Agreement is amended to state the following: "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 (a) 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 the franchisor. This provision supersedes any other term of any document executed in connection with the franchise."

5. Section 1 of the Franchise Agreement is amended as follows: "The following paragraphs are hereby deleted: Paragraph 1(A), 1(C), 1(D), 1(F), 1(G), 1(I), and 1(L)."

6. Section 23 of the Franchise Agreement is amended as follows: "The first two sentences of paragraph 23(A) are deleted."

The undersigned hereby acknowledge and agree that this Addendum is hereby made part of and incorporated into the foregoing Franchise Agreement.

MI-BOX L.L.C.	**FRANCHISEE**
By: ______________________________	By: ______________________________
Name: ______________________________	Name: ______________________________

STATE SPECIFIC ADDENDA
TO THE FRANCHISE AGREEMENT

ADDENDUM REQUIRED BY THE STATE OF MINNESOTA

The Sections of the Franchise Agreement regarding your obligation to execute a general release upon assignment or renewal are deleted in their entirety in accordance with Minnesota Rule Part 2860.4400(D).

Section 7 of the Franchise Agreement is hereby amended to include the following language:

> Q. Franchisor agrees to indemnify Franchisee from and against any losses, liabilities and damages for which Franchisee is held liable by a court of competent jurisdiction in any proceeding arising solely out of Franchisee's use of the mark "MI-BOX" and all other trademarks, service marks and associated marks and symbols utilized by Franchisee pursuant to this Agreement, provided such use is in accordance with and pursuant to the provisions of this Agreement. The foregoing indemnification is conditioned upon the following: Franchisee must (i) provide written notice to Franchisor of any claims subject to indemnification hereunder within twenty (20) days of Franchisee's receipt of any written information pertaining to such claims, (ii) tender the defense of the claims to Franchisor if Franchisor so desires, and (iii) permit Franchisor to have sole control of the defense and settlement of any such claim.

Section 15 of the Franchise Agreement is hereby modified to add the following subsection after the last subsection therein:

> Minnesota Law. The conditions under which this Agreement can be terminated or not renewed may be affected by Minnesota law which provides Franchisee with certain termination and non-renewal rights. Minnesota Statute Section 80C.14, subdivisions 3, 4 and 5 require, except in certain specified cases, that the Franchisee be given ninety (90) days' notice of termination (with sixty (60) days to cure) and one hundred eighty (180) days' notice for non-renewal of the Franchise Agreement.

Section 21(D) of the Franchise Agreement is hereby modified by adding the word "seek to" in the first sentence thereof after the word "to" and before the word "obtain."

Section 21(E) of the Franchise Agreement is hereby modified by adding the following text as the last sentence thereof:

> Minn. Stat. Sec. 80C.21 and Minnesota Rule Part 2860.4400J, prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce any of your rights provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

Section 21(I) of the Franchise Agreement is hereby modified by replacing all references of "one year" time limit to "three years" time limit to institute claims.

Sections 1(A), 1(B), 1(C), 1(D), 1(E), 1(F), 1(G), 1(I), and 1(L) of the Franchise Agreement are hereby deleted. For clarity, Sections 1(H), 1(J), 1(K), 1(M), 1(N), and 1(O) shall remain in full force and effect.

Nothing in the Franchise Agreement or Development Agreement is intended to abrogate or reduce any rights of the Franchisee as provided in for Minnesota Statutes, Chapter 80C.

The Franchise Disclosure Document and Franchise Agreement are hereby amended to include the following: "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 the franchisor. This provision supersedes any other term of any document executed in connection with the franchise."

STATE SPECIFIC ADDENDA
TO THE FRANCHISE AGREEMENT

SOUTH DAKOTA

To the extent South Dakota Franchise Investment Law applies, the terms of this Addendum apply.

Amendment to Item 5; Amendment to Franchise Agreement:

The South Dakota Securities Regulation Office (the "Office") has determined that our financial condition is not adequate to fulfill our obligations to franchisees at this time. Notwithstanding anything contained in the Franchise Agreement to the contrary, you do not have to pay us the Initial Franchise Fee or the Initial System Set-Up and Integration Fee (the "Deferred Fees") until we perform our pre-opening obligations under the Franchise Agreement and you commence operations. Once we complete our pre-opening obligations and you commence operation, you must immediately pay us all Deferred Fees.

The Franchise Agreement is hereby amended to include the following: "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 the franchisor. This provision supersedes any other term of any document executed in connection with the franchise."

The undersigned hereby acknowledge and agree that this Addendum is hereby made part of and incorporated into the foregoing Franchise Agreement.

MI-BOX L.L.C.	**FRANCHISEE**
By: ______________________	By: ______________________
Name: ______________________	Name: ______________________
Title: ______________________	Title: ______________________
Date Signed: ______________________	Date Signed: ______________________

VIRGINIA ADDENDA TO THE MI-BOX, L.L.C. FRANCHISE AGREEMENT

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Agreement for MI-Box, L.L.C. for the use in the Commonwealth of Virginia shall be amended as follows:

The Franchise Agreement is amended to state the following: "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 (a) 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 the franchisor. This provision supersedes any other term of any document executed in connection with the franchise."

STATE SPECIFIC ADDENDA
TO THE FRANCHISE AGREEMENT

ADDENDUM REQUIRED BY THE STATE OF WISCONSIN

Sections 1(A), 1(B), 1(C), 1(D), 1(E), 1(F), 1(G), 1(I), and 1(L) of the Franchise Agreement are hereby deleted. For clarity, Sections 1(H), 1(J), 1(K), 1(M), 1(N), and 1(O) shall remain in full force and effect.

Section 15 of the Franchise Agreement is hereby modified to add the following subsection after the last subsection therein:

> Wisconsin Law. The conditions under which this Agreement can be terminated or not renewed may be affected by Wisconsin law, Chapter 135, Wisc. Stats., the Wisconsin Fair Dealership Law.

Section 21(E) of the Franchise Agreement, as well as Section 22(A) of the Development Agreement, are hereby modified by adding the following language after the last sentence thereof:

> "The Wisconsin Fair Dealership Law supersedes any provision of this Agreement which is inconsistent with that law."

The Franchise Agreement is hereby amended to include the following: "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 the franchisor. This provision supersedes any other term of any document executed in connection with the franchise."

FOR RESIDENTS OF ALL STATES LISTED IN THIS ADDENDUM

Notwithstanding Section 22(A) of the Franchise Agreement to the contrary, this Addendum shall not be merged with or into, or superseded by, the Franchise Agreement. In the event of any conflict between the Franchise Agreement and this Addendum, this Addendum shall be controlling. Except as otherwise expressly set forth herein, no other amendments or modifications of the Franchise Agreement are intended or made by the parties.

Applicable State: ____________________________

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Addendum on the day and year first above written.

FRANCHISEE:	FRANCHISOR
	MI-BOX L.L.C.
_____________________________(SEAL)	

_____________________________(SEAL)

[OR]

____
Corporate Name, Partnership or
Limited Liability Company

By:_________________________________

By:_________________________________
Title:________________________________

OWNERS (SHAREHOLDERS/PARTNERS/
MEMBERS):

_____________________________(SEAL)

Exhibit D
to
MI-BOX L.L.C.'s
Franchise Disclosure Document

Financial Statements

MI-BOX LLC
FINANCIAL STATEMENTS
DECEMBER 31, 2025

MI-BOX LLC
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MUHAMMAD ZUBAIRY, CPA PC
Certified Public Accountant
646.327.7013

Independent Auditor's Report

To the Members of
MI-BOX LLC

Opinion

We have audited the financial statements of MI-BOX LLC, which comprises the balance sheets as of December 31, 2025 and 2024, and the related statement of operations and changes in members' equity, and cash flows for the years then ended, and the related notes to the financial statements.
In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the financial position of MI-BOX LLC as of December 31, 2025 and 2024, the results of its operations and its cash flows for the years then ended, in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). 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 MI-BOX LLC and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the 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 MI-BOX LLC'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 not absolute assurance, and therefore

is not a guarantee that an audit conducted in accordance with Generally Accepted Auditing Standards (GAAS) 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, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users made on the basis of this financial statement.
In performing an audit in accordance with GAAS, we:

Exercise professional judgment and maintain professional skepticism throughout the audit.

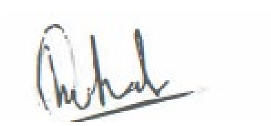
Identify and assess the risks of material misstatement of the financial statement, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

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 MI-BOX LLC’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 MI-Box LLC’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.



Muhammad Zubairy, CPA PC
Westbury, NY
April 10, 2026

MI-BOX LLC
BALANCE SHEETS

	YEARS ENDED DECEMBER 31	
	2025	**2024**
ASSETS		
Current Assets		
Cash	**$ 4,637**	**$ 2,000**
Accounts Receivable	**3,536**	**6,469**
Due from related party	**388,089**	**136,078**
Total Current Assets	**396,262**	**144,547**
Total Assets	**$ 396,262**	**$ 144,547**
LIABILITITES AND MEMBERS' EQUITY		
Current Liabilities	**$ —**	**$ —**
Members' Equity	**396,262**	**144,547**
Total Liabilities and Members' Equity	**$ 396,262**	**$ 144,547**

See notes to financial statements

MI-BOX LLC
STATEMENTS OF OPERATIONS AND MEMBERS' EQUITY

	YEARS ENDING DECEMBER 31	
	2025	**2024**
Revenues		
Royalty Fee	**$ 265,994**	**$ 169,434**
Franchise Fee	**—**	**52,000**
Sales	**777**	**57,160**
Total Revenue	**266,771**	**278,594**
Operating Expenses	**15,056**	**101,729**
Net Income	**251,715**	**176,865**
Members' Equity - Beginning	**144,547**	**165,682**
Members' Contribution (Distribution)	**—**	**(198,000)**
Members' Equity - Ending	**$ 396,262**	**$ 144,547**

See footnotes to financial statements

MI-BOX LLC
STATEMENTS OF CASH FLOWS

	YEARS ENDING DECEMBER 31	
	2025	**2024**
Cash Flows from Operating Activities:		
Net Income	$ 251,715	$ 176,865
Adjustments to reconcile income to net cash provided by operating activities:		
Changes in operating assets and liabilities;		
Accounts Receivable	2,933	(6,469)
Due to/from related party	(252,011)	(170,396)
	2,637	—
Cash Flows from Investing Activities:		
Members' contribution	—	(198,000)
Net Increase in Cash	2,637	(198,000)
Cash - Beginning of year	2,000	200,000
Cash - End of year	$ 4,637	$ 2,000

1. THE COMPANY

MI-Box, LLC ("the Company") is a limited liability company organized under the laws of the State of Illinois in July 2019 .We offer franchises that sell distinctive storage and moving services, featuring the use of proprietary lift systems, portable storage boxes, as well as related products and services.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Revenue Recognition-In accordance with FASB ASC Subtopic 952–06, Franchisors, Revenue Recognition, nonrefundable initial franchise fees paid by franchise owners are recognized as revenue the earlier of when the franchisee commences operations or upon termination of the franchise agreement. Initial franchise fees collected prior to commencing operations are recorded as deferred initial franchise fees.

Franchise Arrangements—The Company's franchise arrangements generally include a license which provides for payments of initial fees as well as continuing royalties to the Company based upon a percentage of sales. Under this arrangement, franchisees are granted the right to form musical bands using the Mi-Box for a specified number of years. As of December 31, 2025, there were 5 operational franchises.

Concentration of Credit Risk—Financial instruments that potentially expose the Company to concentration of credit risk primarily consist of cash and cash equivalents. The balances in the Company's cash accounts did not exceed the Federal Deposit Insurance Company's (FDIC) insurance limit of $ 250,000. The Company maintains its cash and cash equivalents with accredited financial institutions.

Revenue Recognition-In May 2014, the FASB issued a new accounting standard ASU No. 2014-09, *"Revenue from Contracts with Customers (Topic 606)*", that attempts to establish a uniform basis for recording revenue to virtually all industries' financial statements. The revenue standard's core principle is to recognize revenue when promised goods or services are transferred to customers in an amount that reflects the consideration expected to be received for those goods or services. Additionally, the new guidance requires enhanced disclosure to help financial statement users better understand the nature, amount, timing and uncertainty of the revenue recorded. The Company adopted the standard commencing as of January 1,2019 using the retrospective transition method.

The new standard will change how the Company records initial franchise fees from franchisees. Under Legacy GAAP, franchise fees, which are non-refundable, were recognized as income when substantially all services to be performed by the Company and conditions relating to the sale of the franchise were performed or satisfied, which generally occurred when the franchisee commenced operations.

The new standard requires that the franchise fee received from customers be allocated to each separate and distinct performance obligation. The following services ("distinct performance obligations") are typically provided by the Company prior to the opening of a franchise location.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont'd)

The transaction price attributable to each separate and distinct performance obligation would then be recognized as the performance obligations are satisfied. The portion of the franchise fee, if any, that is not attributable to a distinct performance obligation is amortized over the life of the related franchise agreement. The Company has determined that no portion of the franchise fee is attributable to a distinct performance obligation.

The adoption of the new guidance will also change the reporting of advertising fund contributions from franchisees and the related advertising fund expenditures, which are not currently included in the Statements of Earnings but are reported on the Balance Sheet. The new guidance requires these advertising fund contributions and expenditures to be reported on a gross basis in the Statements of Earnings, which will impact our total revenues and expenses although we do not expect a material impact on net income as the fund is managed such that revenues and expenses are generally offsetting over the year.

Use of Estimates- The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could vary from those estimates.

Taxes on Income - The Company has elected to be taxed as a limited lability company for federal and state income tax purposes. Income and expenses for the Company pass through directly to the shareholders and is reported on their individual income tax returns.

3. RELATED PARTY TRANSACTIONS

The Company periodically advances funds to its members or related companies. These advances are due upon demand and do not bear interest. As of December 31, 2025 and 2024 the balances due to related parties were $388,089 and $136,078, respectively.

4. SUBSEQUENT EVENTS

The Company evaluates events that have occurred after the balance sheet date but before the financial statements are issued. Based upon the evaluation, the Company did not identify any recognized or non-recognized subsequent events that would have required further adjustment or disclosure in the financial statements. Subsequent events have been evaluated through April 10, 2026.

MI-BOX LLC
FINANCIAL STATEMENT
DECEMBER 31, 2024

MI-BOX LLC
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MUHAMMAD ZUBAIRY, CPA PC
Certified Public Accountant
646.327.7013

Independent Auditor's Report

To the members
MI-BOX LLC

Opinion

We have audited the financial statements of MI-BOX LLC, which comprises the balance sheets as of December 31, 2024 and 2023, and the related statement of operations and changes in members' equity, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the financial position of MI-BOX LLC as of December 31, 2024 and 2023, the results of its operations and its cash flows for the for the years then ended, in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). 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 MI-BOX LLC and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the 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 MI-BOX LLC'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 not absolute assurance, and therefore

is not a guarantee that an audit conducted in accordance with Generally Accepted Auditing Standards (GAAS) 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, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users made on the basis of this financial statement.
In performing an audit in accordance with GAAS, we:

Exercise professional judgment and maintain professional skepticism throughout the audit.

Identify and assess the risks of material misstatement of the financial statement, 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 MI-BOX LLC'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 MI-Box LLC'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.

Muhammad Zubairy, CPA PC
Westbury, NY
March 12, 2025

MI-BOX LLC
BALANCE SHEETS

	YEARS ENDED DECEMBER 31	
	2024	2023
ASSETS		
Current Assets		
Cash	$ 2,000	$ 200,000
Accounts Receivable	6,469	—
Due from related party	136,078	—
Total Current Assets	144,547	200,000
Total Assets	$ 144,547	$ 200,000
LIABILITITES AND MEMBERS' EQUITY		
Current Liabilities		
Due to Related party	$ —	$ 34,318
Total Current Liabilities	—	34,318
Members' Equity	144,547	165,682
Total Liabilities and Members' Equity	$ 144,547	$ 200,000

See notes to financial statements

MI-BOX LLC
STATEMENTS OF OPERATIONS AND MEMBERS' EQUITY

	YEARS ENDING DECEMBER 31	
	2024	**2023**
Revenues		
Royalty Fee	$ 169,434	$ —
Franchise Fee	52,000	—
Sales	57,160	—
Total Revenue	278,594	—
Operating Expenses	101,729	34,318
Net Income	176,865	(34,318)
Members' Equity - Beginning	165,682	200,000
Members' Contribution (Distribution)	(198,000)	—
Members' Equity - Ending	$ 144,547	$ 165,682

MI-BOX LLC
STATEMENTS OF CASH FLOWS

	YEARS ENDING DECEMBER 31	
	2024	2023
Cash Flows from Operating Activities:		
Net Income	$ 176,865	$ (34,318)
Adjustments to reconcile income to net cash provided by operating activities:		
Changes in operating assets and liabilities;		
Accounts Receivable	(6,469)	—
Due to/from related party	(170,396)	34,318
	—	—
Cash Flows from Investing Activities:		
Members' contribution	(198,000)	—
Net Increase in Cash	(198,000)	—
Cash - Beginning of year	200,000	200,000
Cash - End of year	$ 2,000	$ 200,000

See footnotes to financial statements

1. THE COMPANY
MI-Box, LLC ("the Company") is a limited liability company organized under the laws of the State of Illinois in July 2019 .We offer franchises that sell distinctive storage and moving services, featuring the use of proprietary lift systems, portable storage boxes, as well as related products and services.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Revenue Recognition-In accordance with FASB ASC Subtopic 952–06, Franchisors, Revenue Recognition, nonrefundable initial franchise fees paid by franchise owners are recognized as revenue the earlier of when the franchisee commences operations or upon termination of the franchise agreement. Initial franchise fees collected prior to commencing operations are recorded as deferred initial franchise fees.

Franchise Arrangements—The Company's franchise arrangements generally include a license which provides for payments of initial fees as well as continuing royalties to the Company based upon a percentage of sales. Under this arrangement, franchisees are granted the right to form musical bands using the Mi-Box for a specified number of years. As of December 31, 2025, there were 5 operational franchises.

Concentration of Credit Risk—Financial instruments that potentially expose the Company to concentration of credit risk primarily consist of cash and cash equivalents. The balances in the Company's cash accounts did not exceed the Federal Deposit Insurance Company's (FDIC) insurance limit of $ 250,000. The Company maintains its cash and cash equivalents with accredited financial institutions.

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The new standard will change how the Company records initial franchise fees from franchisees. Under Legacy GAAP, franchise fees, which are non-refundable, were recognized as income when substantially all services to be performed by the Company and conditions relating to the sale of the franchise were performed or satisfied, which generally occurred when the franchisee commenced operations.

The new standard requires that the franchise fee received from customers be allocated to each separate and distinct performance obligation. The following services ("distinct performance obligations") are typically provided by the Company prior to the opening of a franchise location.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (cont'd)

The transaction price attributable to each separate and distinct performance obligation would then be recognized as the performance obligations are satisfied. The portion of the franchise fee, if any, that is not attributable to a distinct performance obligation is amortized over the life of the related franchise agreement. The Company has determined that no portion of the franchise fee is attributable to a distinct performance obligation.

The adoption of the new guidance will also change the reporting of advertising fund contributions from franchisees and the related advertising fund expenditures, which are not currently included in the Statements of Earnings but are reported on the Balance Sheet. The new guidance requires these advertising fund contributions and expenditures to be reported on a gross basis in the Statements of Earnings, which will impact our total revenues and expenses although we do not expect a material impact on net income as the fund is managed such that revenues and expenses are generally offsetting over the year.

Use of Estimates- The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could vary from those estimates.

Taxes on Income - The Company has elected to be taxed as a limited lability company for federal and state income tax purposes. Income and expenses for the Company pass through directly to the shareholders and is reported on their individual income tax returns.

3. RELATED PARTY TRANSACTIONS

The Company periodically receives funds from its members or related companies. These advances are due upon demand and do not bear interest. As of December 31, 2024 and 2023 the balances due to related parties were $0 and $34,318, respectively.

The Company periodically advances funds to its members or related companies. These advances are due upon demand and do not bear interest. As of December 31, 2024 and 2023 the balances due to related parties were $136,078 and $0, respectively.

4. SUBSEQUENT **EVENTS**

The Company evaluates events that have occurred after the balance sheet date but before the financial statements are issued. Based upon the evaluation, the Company did not identify any recognized or non-recognized subsequent events that would have required further adjustment or disclosure in the financial statements. Subsequent events have been evaluated through March 12, 2025.

Exhibit E
to
MI-BOX L.L.C.'s
Franchise Disclosure Document

Sample Termination and Release Agreement

SAMPLE TERMINATION OF FRANCHISE AGREEMENT AND RELEASE UPON TRANSFER TO AN AUTHORIZED FRANCHISEE

This Termination of Franchise Agreement and Release (the "Agreement") is made this _______day of ___________, 20__, by and between MI-BOX L.L.C., an Illinois limited liability company, with its principal place of business at 511 Oak Leaf Court, Suite B, Joliet, IL 60436 ("Franchisor") and ____________________________________, a ____________________________________ with its principal place of business at ____ ("Transferor").

BACKGROUND

A. On ____________, Transferor entered into a franchise agreement (the "Franchise Agreement") with Franchisor for the right to operate a System Business under Franchisor's proprietary marks and system (the "System") at the following approved location: ____________________________ (the " MI-BOX Business").

B. Transferor has satisfied all conditions of transfer as specified in the Franchise Agreement and now desires to sell the business to ____, who has been approved by Franchisor as an authorized transferee.

C. In order to complete Transferor's sale of the business, Transferor now desires to terminate the Franchise Agreement and all rights and obligations between the parties relating to the Franchise Agreement, and Franchisor desires to accept such termination, pursuant to the terms of this Agreement.

AGREEMENT

In consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and intending to be legally bound, the parties agree as follows:

1. Subject to the terms and conditions contained in this Agreement, the Franchise Agreement and all rights and obligations between Franchisor and Transferor arising from or related to the Franchise Agreement are terminated, effective as of the date of this Agreement.

2. Notwithstanding anything in this Agreement to the contrary, the parties agree that Transferor shall remain bound by all of the post-term covenants and obligations contained in the Franchise Agreement including, without limitation, those relating to Confidential Information and Non-competition.

3. Transferor represents and warrants that all of Transferor's monetary obligations to Franchisor and its subsidiaries and affiliates have been satisfied in full as of the date of this Agreement.

4. Transferor, for itself and all persons and entities claiming by, through or under it (the "Transferor Parties"), release, acquit and forever discharge Franchisor and its present and former officers, employees, shareholders, directors, agents, servants, representatives, attorneys, insurers, affiliates, parents, successors and assigns (the "Franchisor Releasees") from any and all obligations, claims, debts, demands, covenants, contracts, promises, agreements, liabilities, damages, costs, attorney's fees, actions or causes of action of every kind and nature whatsoever, whether known or unknown, suspected or unsuspected, asserted or unasserted, accrued or unaccrued, at law or in equity, liquidated or unliquidated, including, without limitation, claims sounding in contract, tort, fraud, negligence, misrepresentation, breach of contract, statutory violation, unfair or deceptive trade practices, franchise law violations or any other legal or equitable theory that any of the Transferor Parties ever had, now have, or may claim to have against any of the Franchisor Releasees, including those arising out of or in any way related to: (i) the offer, sale, negotiation, execution, performance, renewal, amendment, termination, expiration, or transfer of the Franchise Agreements; (ii) the Franchise Disclosure Document and any disclosures made in connection therewith; (iii) any alleged violation of federal, state, or local franchise, relationship, or business opportunity laws or regulations; (iv) the operation of the Franchised Business; (v) the parties' franchise relationship; and (vi) any acts, omissions, events, transactions, or occurrences of any kind whatsoever arising on or before the Effective Date of this Settlement Agreement. The Transferor Parties represent and warrant that they have not assigned or transferred any claim or cause of action released herein. The Tranferor Parties further agree that they shall not voluntarily initiate, assist, or cooperate with any third party in connection with any action or proceeding against any Franchisor Releasee relating to the claims released in this Section, except as required by law. Nothing herein shall prohibit the Transferor Parties from responding to a lawful subpoena or request from a governmental or regulatory authority.

5. Excluding the indemnification obligations in the Franchise Agreement, and Transferor's obligations as in Section 2 of this Agreement, Franchisor, for itself and all persons and entities claiming by, through or under it, releases, acquits and forever discharges Transferor and Transferor's employees, agents, servants, representatives, affiliates, successors and assigns (the "Transferor Releasees") from all obligations, claims, debts, demands, covenants, contracts, promises, agreements, liabilities, costs, attorney's fees, actions or causes of action whatsoever, whether known or unknown, which it, by itself, on behalf of, or in conjunction with any other person, persons, partnership or corporation, have, had or claim to have against the Transferor Releasees arising out of or related to the offer, sale and operation of the business, and the parties' rights or obligations under the Franchise Agreement. Specifically excepted from this release are any claims asserted against Franchisor or any of its present and former officers, employees, members, directors, agents, servants, representatives, affiliates, successors or assigns (the "Indemnified Parties") by any third party, which claims arise out of or relate to the Franchise Agreement prior to the Effective Date of this Agreement. Transferor agrees to indemnify and hold the Indemnified Parties harmless from any and all losses, damages, liabilities, claims, costs, expenses, or judgments, including reasonable attorneys' fees incurred in connection with such claims (in the manner prescribed in the Franchise Agreement).

6. This Agreement constitutes the entire integrated agreement of the parties with respect to the subject matter contained in this Agreement and may not be subject to any modification without the written consent of the parties.

7. This Agreement shall be construed under the laws of the State of Illinois, which laws shall control in the event of any conflict of law.

8. This Agreement shall be for the benefit of and binding upon the parties and their respective representatives, successors and assigns.

9. Each party acknowledges that the terms of this Agreement have been completely read and are fully understood and voluntarily accepted by each party, after having a reasonable opportunity to retain and confer with counsel. This Agreement is entered into after a full investigation by the parties, and the parties are not relying upon any statements or representations not embodied in this Agreement.

10. In the event that Franchisor retains the services of legal counsel to enforce the terms of this Agreement, it shall be entitled to recover all costs and expenses, including reasonable attorney's fees, incurred in enforcing the terms of this Agreement.

11. Transferor agrees that Transferor has and had a relationship with Franchisor at its offices in the State of Illinois and that, with the exception of Franchisor’s right to seek injunctive relief in any appropriate jurisdiction, any action by or against Franchisor arising out of or relating to this Agreement shall be commenced and concluded in the State of Illinois pursuant to the mediation, venue and jurisdiction provisions of the Franchise Agreement.

12. This Agreement may be executed in multiple counterparts by the various parties and the failure to have the signatures of all parties on a single Agreement shall not affect the validity or enforceability of any part of this Agreement against any party who executes any counterpart of the Agreement. Executed facsimile copies of this Agreement shall be deemed to be effective as original signatures.

I HAVE READ THE ABOVE AGREEMENT AND UNDERSTAND ITS TERMS. I WOULD NOT SIGN THIS AGREEMENT IF I DID NOT UNDERSTAND AND AGREE TO BE BOUND BY ITS TERMS.

MI-BOX L.L.C.

By: ______________________________

FRANCHISEE

By: ______________________________

Exhibit F
to
MI-BOX L.L.C.'s
Franchise Disclosure Document

Operations Manual Table of Contents

FRANCHISE OPERATIONS MANUAL
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Exhibit G
to
MI-BOX L.L.C.'s
Franchise Disclosure Document

Confidentiality and Non-Disclosure Agreement

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

I ______________________________, in consideration of the approval by MI-BOX L.L.C. ("MI-BOX") to review certain confidential information including, without limitation, certain price lists, manuals and/or other information relating to the operation of a MI-BOX franchise ("Confidential Information") before completing my contemplated purchase of such franchise, hereby agree to maintain the confidentiality of all such Confidential Information in recognition that such information is confidential and is divulged only to MI-BOX franchisees. In the event that I am unable to consummate the contemplated purchase of the MI-BOX franchise or to otherwise become a MI-BOX franchisee, I shall not disclose any of this information to any other person. I further represent and warrant that I shall not use such information in any other capacity except as an authorized MI-BOX franchisee. I hereby acknowledge that I shall not reproduce any of the Confidential Information being entrusted to me today, nor shall I make any oral or written notes regarding any of the information contained therein.

I acknowledge and agree that disclosure or unauthorized use of any of the Confidential Information presented to me is likely to cause MI-BOX immediate and irreparable harm, which is not compensable in money damages. I hereby consent, in the event of my unauthorized use or disclosure of such Confidential Information, to the entry of injunctive relief in favor of MI-BOX, including temporary restraining orders and preliminary injunctions, without the requirement of bond, under the usual equity rules.

I HAVE READ THE ABOVE CONFIDENTIALITY AGREEMENT AND UNDERSTAND ITS TERMS. I WOULD NOT SIGN THIS AGREEMENT IF I DID NOT UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

Dated: ________________________ ________________________________

Signature

____

Printed Name

Exhibit H
to
MI-BOX L.L.C.'s
Franchise Disclosure Document

List of Franchisees and Franchisees That Have Left the System in the 2025 Fiscal Year

Current Franchisees:

Franchisee Name	Franchised Business Address	Business Telephone	Year FA Signed
California			
MI-BOX Moving and Mobile Storage of San Diego Richie Robison	11870 Community Road Suite 215, Poway, California 92064	858-779-2600	February 2024
Colorado			
Front Range MI-BOX Bart Taylor	3825 Silica Drive Colorado Springs, Colorado 80910	719-428-2049	March 2024
Florida			
MI-BOX of Space Coast Armor Distribution Inc.	5101 W Eau Gallie Blvd. Melbourne, FL 32934	321-500-4344	July 2025
New Mexico			
MI-BOX New Mexico - Cody Waldroup	3220 Bloomfield Highway, Suite B, Farmington, New Mexico 87401	505-258-4360	April 2023
Tennessee			
MI-BOX Middle Tennessee MJ Storage LLC	11505 Lebanon Rd. Mr. Juliet, TN 37122	615-881-6241	November 2025
Texas			
MI-BOX Dallas - Carey Dula	10427 Sanden Dr, Dallas, TX 75238	214-377-6016	August 2022
MI-BOX of Wichita Falls Mickey Finacannon d.b.a. M&R Services	408 4th St. Wichita Falls, TX 76301	940-733-7041	November 2025
New Jersey			
MI-BOX Central Jersey – Eric Larkin	1208 5th Ave. Neptune, NJ 07753	732-531-6426	June 2024
Indiana			
MI-BOX NWI – Ken Drenth	10904 Jenny Lane Schererville, IN 46375	219-227-8421	October 2024
Minnesota			

MI-BOX Minneapolis – River Country Coop	9072 Cahill Ave IGH MN 55076	952-446-5064	November 2024

Franchisees that have left the system in the 2025 fiscal year:

None

Exhibit I
to
MI-BOX L.L.C.'s
Franchise Disclosure Document

<u>Franchisee Questionnaire</u>

FRANCHISEE QUESTIONNAIRE/COMPLIANCE CERTIFICATION

IF YOU SIGN THIS QUESTIONNAIRE AND RESIDE IN, OR INTEND TO OPERATE THE FRANCHISED BUSINESS IN, ANY OF THE FOLLOWING STATES, YOUR SIGNING AND/OR RESPONSES TO THIS QUESTIONNAIRE SHALL NOT, AND MAY NOT BE CONSTRUED OR ARGUED TO, DISCLAIM OR WAIVE ANY RIGHTS THAT THE PROSPECTIVE FRANCHISEE HAD UNDER APPLICABLE ANTI-FRAUD AND/OR ANTI-WAIVER STATUTES, REGULATIONS AND/OR LAWS WHERE THE FRANCHISEE OR FRANCHISE RIGHTS ARE LOCATED : CA, HI, IL, IN, MD, MI, MN, NY, ND, RI, SD, VA, WA, WI (EACH A REGULATED STATE) :

As you know, MI-BOX L.L.C. (“we,” “us” or “MI-BOX”), and you are preparing to enter into a Franchise Agreement for the operation of a MI-BOX franchise (a “Franchised Business”). The purposes of this Questionnaire are to determine whether any statements or promises were made to you that we have not authorized or that may be untrue, inaccurate or misleading, to be certain that you have been properly represented in this transaction. Please review each of the following questions carefully and provide honest responses to each question. If you answer “No” to any of the questions below, please explain your answer on the back of this sheet.

Yes____ No ____ 1. Have you received and personally reviewed the Franchise Agreement, as well as each exhibit or schedule attached to this agreement, you intend to enter into with us?

Yes____ No ____ 2. Have you received and personally reviewed the Franchise Disclosure Document we provided?

Yes____ No ____ 3. Did you sign a receipt for the Disclosure Document indicating the date you received it?

Yes____ No ____ 4. Do you understand all the information contained in the Disclosure Document and the Franchise Agreement you intend to enter into with us?

Yes____ No ____ 5. Have you reviewed the Disclosure Document and Franchise Agreement with a lawyer, accountant or other professional advisor and discussed the benefits and risks of operating a System Business with these professional advisor(s)?

Yes____ No ____ 6. Do you understand the success or failure of your System Business will depend in large part upon your skills, abilities and efforts and those of the persons you employ, as well as many factors beyond your control such as weather, competition, interest rates, the economy, inflation, labor and supply costs, lease terms and the marketplace?

Yes____ No ____ 7. Do you understand that you must devote your personal full-time attention and best efforts to the management and operation of your System Business and will not own, maintain, engage in, be employed by or have any interest in any other business other than the Franchised Business?

Yes____ No ____ 8. Do you understand we have only granted you certain protected territorial rights under the Franchise Agreement and that we have reserved certain rights under the Franchise Agreement?

Yes____ No ____ 9. Do you understand we and our affiliates retain the exclusive unrestricted right to engage, directly or through others, in the providing of services under the MI-BOX mark or any other Proprietary Mark licensed as part of the System, at any location outside your Designated Territory, without regard to the proximity of these activities to the premises of your System Business?

Yes____ No ____ 10. Do you understand all disputes or claims you may have arising out of or relating to the Franchise Agreement must be mediated, at our option, at our then-current corporate headquarters (or other nearby location we designate) in Illinois?

Yes____ No ____ 11. Do you understand the Franchise Agreement provides you can only collect compensatory damages on any claim under or relating to the Franchise Agreement and you are not entitled to any punitive, consequential or other special damages?

Yes____ No ____ 12. Do you understand the sole entity or person against whom you may bring a claim under the Franchise Agreement is Franchisor?

Yes____ No ____ 13. Do you understand all persons whose names appear on the Franchise Agreement must successfully complete the appropriate initial training program(s) before we will allow the System Business to open or consent to a transfer of that System Business?

Yes____ No ____ 14. Do you understand that we require you to successfully complete certain initial training program(s) and if you do not successfully complete the applicable training program(s) to our satisfaction, we may terminate your Franchise Agreement?

Yes____ No ____ 15. Do you understand we do not have to sell you a franchise or additional franchises or consent to your purchase of existing franchises?

Yes____ No ____ 16. Do you understand that we will send written notices, as required by your Franchise Agreement, to either your System Business or home address until you designate a different address by sending written notice to us?

Yes____ No ____ 17. Do you understand that we will not approve your purchase of a System franchise, or we may immediately terminate your Franchise Agreement, if we are prohibited from doing business with you under any anti-terrorism law enacted by the United States Government?

Yes____ No ____ 18. Is it true that no broker, employee or other person speaking on our behalf made any statement or promise regarding the costs involved in operating a System Business that is not contained in the Disclosure Document or that is contrary to, or different from, the information contained in the Disclosure Document?

Yes____ No ____ 19. Is it true that no broker, employee or other person speaking on our behalf made any statement or promise regarding the actual, average or projected profits or earnings, the likelihood of success, the amount of money you may earn, or the total amount of revenue a System Business will generate, that is not contained in the Disclosure Document or that is contrary to, or different from, the information contained in the Disclosure Document?

Yes____ No ____ 20. Is it true that no broker, employee or other person speaking on our behalf made any statement or promise or agreement, other than those matters addressed in your Franchise Agreement concerning advertising, marketing, media support, marketing penetration, training, support service or assistance that is contrary to, or different from, the information contained in the Disclosure Document?

Yes____ No ____ 21. Is it true that no broker, employee or other person providing services to you on our behalf has solicited or accepted any loan, gratuity, bribe, gift or any other payment in money, property or services from you in connection with a System Business purchase with exception of those payments or loans provided in the Disclosure Document?

Yes____ No ____ 22. Did you receive the Franchise Disclosure Document at least 14 days before you completed and signed this Questionnaire?

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS QUESTIONNAIRE, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS.

________________________________	________________________________
Signature of Franchise Applicant	Signature of Franchise Applicant
________________________________	________________________________
Name (please print)	Name (please print)
Dated: _______________, 20_______	Dated: _______________, 20_______
________________________________	________________________________
Signature of Franchise Applicant	Signature of Franchise Applicant
________________________________	________________________________
Name (please print)	Name (please print)

Dated: ________________, 20________ Dated: ________________, 20________

Exhibit J
to
MI-BOX L.L.C.'s
Franchise Disclosure Document

<u>State Effective Page</u>

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. Below please find the status of Franchisor's 2026 FDD in those states above where the Franchisor has filed an application for franchise registration:

State	Effective Date
California	
Florida (exemption)	
Hawaii	
Illinois	
Indiana	
Kentucky (one-time filing)	Effective
Maryland	
Michigan	
Minnesota	
Nebraska (one-time filing)	Effective
New York	
North Dakota	
Rhode Island	
South Dakota	
Texas (one-time filing)	Effective
Utah (exemption)	
Virginia	
Washington	
Wisconsin	

Exhibit K
to
MI-BOX L.L.C.'s
Franchise Disclosure Document

<u>Receipts</u>

RECEIPTS (OUR COPY)

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 MI-BOX L.L.C. 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 agreements or payment of any consideration that relates 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, whichever occurs first.

If MI-BOX L.L.C. does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state administrator identified in Exhibit A of this Franchise Disclosure Document. A list of franchisor's agents registered to receive service of process is listed as Exhibit A to this Franchise Disclosure Document.

Issue date of April 17, 2026.

I have received a Franchise Disclosure Document with an issue date of April 17, 2026, which included the following Exhibits:

A – List of State Administrators and Agents for Service of Process
B – Franchise Agreement
C –State Specific Addenda
D – Financial Statements
E – Sample Termination and Release Agreement
F – Operations Manual Table of Contents
G – Confidentiality and Non-Disclosure Agreement
H – List of Franchisees and Franchisees That Have Left the System in the Past Fiscal Year
I – Franchisee Questionnaire
J – State Effective Page
K – Receipts

The franchise seller(s) for this offering is/are as follows:

Name	Address	Phone
Brian Born	511 Oak Leaf Court, Suite B, Joliet, Illinois 60436	815-729-2403
Michael Born	511 Oak Leaf Court, Suite B, Joliet, Illinois 60436	815-729-2403

If an Individual:

By:
Name:
Date:

If a Business Entity:
Entity Name:

By:
Print Name:
Title:
Date:

RECEIPTS (KEEP THIS COPY)

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Name	Address	Phone
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Michael Born	511 Oak Leaf Court, Suite B, Joliet, Illinois 60436	815-729-2403

If an Individual:

By:
Name:
Date:

If a Business Entity:
Entity Name:

By:
Print Name:
Title:
Date: