FRANCHISE DISCLOSURE DOCUMENT

MULE BOX FRANCHISING GROUP, LLC

ISSUANCE DATE: JANUARY 26, 2024

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MULE BOX FRANCHISING GROUP, LLC
a Texas limited liability company
909 Avenue T, Suite #200
Grand Prairie, Texas 75050
(254) 262-6160
franchising@mulebox.com
www.mulebox.com

As a MULE BOX® franchisee, you will operate a distinctive self-storage rental and moving business featuring the delivery, warehouse storage and transport of mobile, modular self-storage components ("MULE BOX® Business(es)").

The total investment necessary to begin operation of a MULE BOX® franchised business is between $536,250 and $984,500. This includes $105,000 that must be paid to the franchisor or its affiliate(s).

The disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. Note, however, that no 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 for you. To discuss the availability of disclosures in different formats, contact Jackson Civa, franchising@mulebox.com or 909 Avenue T, Suite #200, Grand Prairie, TX, 75050, (254) 262-6160.

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

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

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

ISSUANCE DATE: January 26, 2024

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits, or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit C.
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 and Exhibit A include 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 MULE BOX® business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a MULE BOX® franchisee?	Item 20 or Exhibit C 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 your franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market and your hours of operation.

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution**. The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Texas. Out-of-state mediation, arbitration or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Texas 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. **Mandatory Minimum Payments**. You must make minimum royalty payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.

4. **Financial Condition**. The franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor's financial ability to provide services and support to you.

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

NOTICE REQUIRED BY 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.

Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

(a) A prohibition on the right of a franchisee to join an association of franchisees.

(b) A requirement that the 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 terms 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 such 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, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, 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 five 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 six months advance 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 or 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 qualifications 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 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 Attorney General, State of Michigan, 670 Williams Building, Lansing, Michigan 48913, telephone (517) 373-7117.

THE MICHIGAN NOTICE APPLIES ONLY TO FRANCHISEES WHO ARE RESIDENTS OF MICHIGAN OR LOCATE THEIR FRANCHISES IN MICHIGAN.

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

To simplify the language in this Franchise Disclosure Document, "Mule Box" and "we," "us," and "our" means Mule Box Franchising Group, LLC d/b/a MULE BOX®, the franchisor. "You," "your" and "Franchisee" means the person, and its owners if the Franchisee is a business entity, who buys the franchise from Mule Box Franchising Group, LLC.

The Franchisor, any Parents, Predecessors, and Affiliates

Mule Box Franchising Group, LLC is a Texas limited liability company formed on March 27, 2023. We operate under the names Mule Box Franchising Group, LLC, and MULE BOX® and no other names. Our principal business address is 909 Avenue T, Suite #200, Grand Prairie, Texas, 75050. We have not previously, but we will begin offering MULE BOX® Businesses upon the issuance of this Disclosure Document. We have no parent or predecessor entities. We have not, and do not, operate any franchises like those described in this Franchise Disclosure Document, or in any other line of business. We do not conduct any other business other than franchising and operating MULE BOX® Businesses.

We have 2 affiliates, Mule Box LLC, and Mule Box of Austin LLC, which we have operated since October 2020. Our affiliates share our same principal address. Our affiliates operate businesses similar to the ones offered under this Franchise Disclosure Document. Neither of our affiliates offer franchises in any line of business or provide products or services to franchisees.

Our agent for service of process in Texas is Steve Choppin, 909 Avenue T, Suite #200, Grand Prairie, TX, 75050. Our agents for service of process for other states are identified by state in Exhibit B.

The Franchise

We offer franchises ("MULE BOX® Franchise(s)" or "Franchises") for the use of our "MULE BOX®" trademarks, trade names, service marks and logos ("Marks") for the operation of MULE BOX® Businesses. MULE BOX® Businesses are operated under our proprietary MULE BOX® system ("System"). The System may be changed or modified by us throughout your ownership of the Franchise.

Each MULE BOX® Business operates according to our proprietary system, the characteristics of which include: (a) proprietary, custom-built containers (the "MULE BOX® Containers") and related equipment, including hydraulic tilt bed trailers referred to as "MULE BOX® Moving and Portable Storage Delivery Systems" (collectively "MULE BOX® Equipment"); (b) standards and specifications for the provision of mobile storage services and related products and services; (c) distinctive signage; (d) sales techniques, and merchandising, marketing, advertising, and inventory management systems; and (e) general procedures for operating and managing a mobile storage business in the manner set forth in this Agreement and in the Operations Manual provided by us, as modified periodically the System. We will provide you with initial and ongoing assistance as described in Item 11 of this Franchise Disclosure Document.

MULE BOX® businesses deliver transportable rental storage containers to customer locations. Customers may keep the container at their location (home or business, event, or construction site, etc.) for as long as necessary. If long-term storage is desired, MULE BOX® businesses can pick up the storage containers and store them at a central warehouse until directed by the customer to re-deliver to another location.

These services are provided in a mobile environment in a specified geographic area ("Territory"). You must sign our standard franchise agreement attached to this Franchise Disclosure Document as Exhibit D ("Franchise Agreement"). You may operate one MULE BOX® Business for each Franchise Agreement you sign.

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.

Market and Competition

You will offer your services to both commercial and residential customers. The market for self- storage, transportation and moving services is well developed. We are one of many franchisors and businesses in the highly competitive self-storage, transportation, and moving industries. Some of these competitors offer similar transportable storage containers to the consumer. As a franchisee, you will likely face competition from many competitors, including small independent operators, national and regional chains, and franchises. Local and national economic conditions may affect this industry and are generally difficult to predict.

Industry Specific Regulations

Some 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 a 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.

Your MULE BOX® Business will be subject to other 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. In California, your MULE BOX® Business will be subject to the California Self-Service Storage Facility Act, which is overseen by the California Self-Storage Association.

ITEM 2
BUSINESS EXPERIENCE

Jackson Civa – Co-CEO

Mr. Jackson Civa has served as our Co-CEO since our inception in March 2023. Mr. Civa has also served as the Co-CEO of our affiliate, Mule Box, LLC since its inception in October 2020, and continues through the present. Mr. Civa also owns Window World of Waco, which he opened in 2019 and operates in the Waco, TX area. In 2019, prior to opening his Window World, Mr. Civa served as a Sr. Director of Marketing at Fogo de Chao. Mr. Civa serves in all his capacities from his offices in Waco, Texas.

Steve Choppin – Co-CEO

Mr. Steve Choppin has served as our Co-CEO since our inception in April 2023. Mr. Choppin has also served as the Co-CEO of our affiliates, Mule Box, LLC since its inception in October 2020, and continues through the present. Prior to starting Mule Box, Mr. Choppin was co-owner and founder of a full-service advertising agency that began in 2015. Mr. Choppin serves in all his capacities from his offices in Grand Prairie, Texas.

ITEM 3
LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5
INITIAL FEES

Initial Franchise Fee

Upon signing your Franchise Agreement, you must pay us a minimum initial franchise fee of $100,000 ("the Initial Franchise Fee"). The Initial Franchise Fee is determined by the size of your territory which shall include a minimum of 500,000 Viable Households (as defined in Item 12 below). For territories consisting of more than 500,000 Viable Households, you will be charged a rate of $0.20 per Viable Household for additional Viable Households in your Territory. The Initial Franchise Fee is due in full at the time you sign the Franchise Agreement(s) and is deemed fully earned by us once paid and is non-refundable for any reason. The Initial Franchise Fee may be financed through a 15-year SBA bank loan (see Item 10 for additional information).

Onsite Launch Support Fee

You will pay us a fee of $5,000.00 for us to provide you with onsite launch support at your location (the "On-site Support Fee"). After you have built your first set of boxes and before opening, we will visit your location for up to 3-day to reinforce training, operation of the required software, deliver and truck driving training. The On-site Support Fee is due upon invoicing prior to our visit. The On-site Support Fee is deemed fully earned by us once paid and is non-refundable for any reason.

ITEM 6
OTHER FEES

Type of Fee[(1)]	Amount	Due Date	Remarks
Royalty Fee[(2)]	6% of Gross Sales per month	Monthly	Your Royalty Fee is an ongoing payment that allows you to use the Marks and the intellectual property of the System and for our ongoing support and assistance. See Note 2. We waive your Royalty Fee for your first three months commencing from when you rent your first box.
National Advertising Fund Contribution	Currently 0% of Gross Sales; no more than 4% of Gross Sales	Monthly	If we decide to collect National Ad Fund Contributions, they will be collected in the same manner as the Royalty Fee. This fee is payable to us. At no time would we collect more

Type of Fee[1]	Amount	Due Date	Remarks
			than 4% of Gross Sales. We reserve the right to increase upon 30 days' notice to you.
Local Advertising Fee via Paid Search	Recommended spending of $2,500 to $15,000, dependent on market size	Monthly	We must approve all advertising prior to use. This fee varies upon the size of your franchise business.
Cooperative Advertising	Currently, there is no co-op, but we reserve the right to add one in the future.	As directed	We may establish a cooperative within your regional marketing area. Payable to the Cooperative Advertising escrow account which we will open and manage.
Unauthorized Advertising Fee	$500 per occurrence	Upon demand	This fee is payable to the National Ad Fund if you use unauthorized advertising in violation of the terms of the Franchise Agreement.
Ongoing Purchases of MULE BOX® Containers and Equipment	Variable amounts to include shipping and freight charges	Time of Purchase	Periodically, you may replace or increase your inventory of MULE BOX® Containers and Equipment
Technology Fee	$800 per month	Monthly, with Royalty	You will pay ongoing fees for various technology services and apps. The specific services and apps and the applicable fees will vary over time. There is no cap on what we may charge for technology service we provide.
Insurance	Reimbursement of our costs plus a 20% administration charge	On demand	If you fail to obtain insurance, we may obtain insurance for you and you must reimburse us for the cost of insurance obtained, plus twenty percent (20%) of the premium for the administrative cost of obtaining the insurance.
Additional Training or Assistance Fees[3]	Then-current fee (currently approximately $450 per trainer per day), plus expenses	As incurred	We provide initial training at no cost for one person. We may charge you for training additional persons, newly hired personnel, refresher training courses, advanced training courses, and additional or special assistance or training you need or request. The fee amount will depend on the duration and type of training required.

Type of Fee[1]	Amount	Due Date	Remarks
Supplier and Product Evaluation Fee	Cost of inspection and test of sample (estimated to be approximately $100 to $500)	As incurred	Supplier and Product Evaluation Fee
Replacement of Confidential Operations Manual	Then-current fee (currently $500)	On demand	Payable if your copy of the confidential operations manual is lost, destroyed, or significantly damaged.
Late Fee and Interest on Overdue Payments	A late fee of $25 per day and interest equal to the lesser of 1.5% or the highest rate allowed by law	On demand	Payable if any payment due to us or our affiliates is not made by the due date. Interest accrues from the original due date until payment is received in full.
Insufficient Funds Fee	The greater of $100 per occurrence, or the highest amount allowed by law.	As incurred	Payable if any check or EFT payment is not successful due to insufficient funds, stop payment, or any similar event.
Failure to Submit Required Report Fee	$100 per occurrence and $100 per week	Your bank account will be debited for failure to submit any requested report within five days of request	Payable if you fail to submit any required report or financial statement when due. Fines collected are paid to the National Ad Fund. You will continue to incur this fee until you submit the required report.
Audit Expenses	Cost of audit and inspection, any understated amounts, and any related accounting and legal expenses, plus the lower of 1.5% interest or the maximum rate allowed by law per month on understatement	Ten days after billing	You will be required to pay this if an audit reveals that you understated weekly Gross Revenue by more than two percent (2%), or you fail to submit required reports.
Convention Fee	Then-current fee (currently estimated to be $1,500 per attendee)	Within ten days of the beginning of any annual convention	This fee is due if you do not attend our annual convention in any given year. Franchisees who do attend the convention will pay all salary and other expenses of each person attending, including any conference fees, travel expenses, meals, living expenses and personal expenses.
Management Fee	$300 per day, plus costs and expenses	As incurred	Payable if we manage the MULE BOX® Business in the event of your death, default or

Type of Fee[(1)]	Amount	Due Date	Remarks
			because you are in breach of the Franchise Agreement.
Professional Fees and Expenses	Will vary under circumstances	As incurred	You must reimburse us for any legal, accounting or other professional fees that we incur as a result of any breach or termination of your Franchise Agreement. You must reimburse us if we are required to incur any expenses in enforcing our rights against you under the Franchise Agreement, or for any costs or fees we incur for any transfer that is not completed.
Indemnification	Varies under circumstances	As incurred	You must indemnify and reimburse us for any expenses or losses, including professional fees, which we or our representatives incur related in any way to your MULE BOX® Business or Franchise.
Renewal Fee	$10,000	At the time you sign the successor franchise agreement	Payable if you qualify to renew your Franchise Agreement and choose to enter into a renewal franchise agreement (also known as a successor franchise agreement). This fee is commonly referred to as a "successor fee" or "renewal fee."
Transfer Fee	$15,000, *plus* any commission, broker or referral fees or charges incurred.	Time of transfer	This fee does not apply to any transfer under Section 12 of the Franchise Agreement. This fee is payable to us. In addition to the transfer fee: (i) if a third party acts as a broker, agent or consultant in connection with the sale or transfer, as a condition of transfer, you must pay us the greater of: (a) Thirty Thousand Dollars ($30,000.00), or (b) the amount the third party charges us, including any and all third-party commissions and charges assessed in connection with the sale or transfer; or (2) if we refer or otherwise place you in

Type of Fee[(1)]	Amount	Due Date	Remarks
			communication with the transferee, you must pay us the greater of (a) Thirty Thousand Dollars ($30,000.00), or (b) actual costs and expenses incurred by us in connection with referring, identifying or otherwise placing you in contact with transferee, including any and all lead generation costs.
Liquidated Damages[(4)]	Will vary under the circumstances	Within 15 days after termination of the Franchise Agreement	Due only if we terminate the Franchise Agreement before the end of the term because of your material breach, or you terminate the Franchise Agreement without legal cause.
Broker Fees	Our actual cost of the brokerage commissions, finder's fees, or similar charges	As incurred	If you transfer your MULE BOX® Business to a third party or purchaser, you must reimburse all of our actual costs for commissions, finder's fees, and similar charges.

Notes:

1. Fees. All fees paid to us, or our affiliates are uniform and non-refundable under any circumstances once paid. All fees are generally imposed uniformly on all franchisees who sign our current Franchise Agreement. Fees paid to vendors or other suppliers may be refundable depending on the vendors and suppliers. You must maintain a bank account from which funds can be transferred to us with a minimum balance of $1,500 against which we will withdraw funds due to us. We currently require you to pay fees and other amounts due to us or our affiliates via electronic funds transfer ("EFT") or other similar means. You are required to complete the EFT Authorization (in the form attached to this Franchise Disclosure Document in Exhibit F) in conjunction with opening of the bank account. We can require an alternative payment method or payment frequency for any fees or amounts owed to us or our affiliates under the Franchise Agreement. If you have not timely reported the Gross Sales to us for any reporting period, then we may debit your account in an amount equal to (a) the fees transferred from our account for the last reporting period for which a report of the Gross Sales was provided to us; or (b) the amount due based on information retrieved from our approved computer system. All fees are current as of the Issuance Date of this Franchise Disclosure Document. Certain fees that we have indicated may increase over the term of the Franchise Agreement.

2. "Gross Sales" means the total sales revenue and income from the rentals and sales of MULE BOX® products and services and other related charges to your customers, and whether received in cash, check, credit card, coupon, in services in kind, from barter and/or exchange, on credit (whether or not payment is received) or otherwise. You may deduct from Gross Sales for purposes of this computation (but only to the extent they have been included) the amount of all sales tax receipts or similar tax receipts which, by law, are chargeable to customers, if the taxes are separately stated when the customer is charged and if the taxes are paid to the appropriate taxing authority. You may also deduct from Gross Sales the amount of any documented refunds, chargebacks, credits, charged tips, and allowances you give in good faith to your customers. All barter and/or exchange transactions in which you furnish products and/or services in exchange for products and/or services provided to you by a vendor, supplier, or customer will, for the

purpose of determining Gross Sales, be valued at the full retail value of the products and/or services so provided to you.

3. Additional Training or Assistance Fees. If you require or request additional on-site assistance beyond the initial training, we may send a representative to provide further assistance to you or require you to come to our affiliate office or other designated location. If we provide additional assistance at your request, we must agree in advance to the charges you will pay and the length of the visit. The cost of additional assistance will depend on your needs and the amount of assistance you desire. We may also require you to receive additional assistance if you are not meeting our requirements or if we determine, in our sole discretion, additional pre-opening or post-opening assistance is required or if we determine that it is necessary for us to provide additional assistance to you to keep the System competitive. Such additional assistance will be at your expense as described above.

4. Liquidated Damages. Liquidated damages are determined by multiplying the combined monthly average of Royalty Fees and National Advertising Fund Contributions (without regard to any fee waivers or other reductions) that are owed by you to us, beginning with the date you open your MULE BOX® Business through the date of early termination, multiplied by the lesser of: (i) 24; or (ii) the number of full months remaining in the term of the Franchise Agreement, except that liquidated damages will not, under any circumstances, be less than $10,000.

5. The maximum interest rate in California is 10% annually.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT – SINGLE TERRITORY

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be Paid
	Low	High			
Initial Franchise Fee[1]	$100,000	$100,000	Lump Sum	When you sign the Franchise Agreement	Us
On-site Support Fee[2]	$5,000	$5,000	Lump Sump	Upon Invoicing	Us
MULE BOX® Containers[3]	$228,000	$456,000	As Agreed	Before Beginning Operations	Approved Suppliers
MULE BOX® Moving and Portable Storage Delivery Systems and Delivery Trucks[4]	$140,000	$175,000	As Agreed	Before Beginning Operations	Approved Suppliers
Travel and Initial Training Expenses[5]	$1,500	$3,000	As Incurred	As Incurred	Third Parties
Real Estate/Rent[6]	$6,000	$48,000	As Agreed	Before Beginning Operations	Lessor
Initial Inventory[7]	$1,500	$3,000	As Agreed	Before Beginning Operations	Approved Suppliers
Signage[8]	$2,000	$5,000	As Agreed	As Incurred	Approved Suppliers

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be Paid
	Low	High			
Registration and Taxes[9]	$500	$1,000	As Agreed	As Incurred	Third Parties
Computer Hardware and Software[10]	$1,500	$3,000	As Agreed	As Incurred	Third Parties
Office Equipment and Supplies[11]	$250	$500	As Agreed	As Incurred	Third Parties
Business Licenses and Permits[12]	$0	$2,000	Before Opening	Before Opening	Third Parties
Insurance[13]	$5,000	$18,000	As Agreed	As Incurred	Third Parties
Additional Funds – 3 months[14]	$45,000	$165,000	As Agreed	As Incurred	Third Parties and Us
TOTAL ESTIMATED INITIAL INVESTMENT[15]	**$536,250**	**$984,500**			

Notes:

Generally. All fees paid to us or our affiliates are uniform and non-refundable under any circumstances once paid. Fees paid to third parties such as vendors or other suppliers may be refundable depending on the vendors and suppliers.

1. Initial Franchise Fee. You must pay us a minimum Initial Franchise Fee of $100,000 for a single territory. If we grant you the right to expand your Territory, we may charge you twenty cents ($0.20) per Viable Household.

2. On-site Support Fee. You must pay us an On-Site Support Fee before we visit your location for on-site training support.

3. MULE BOX® Containers. Currently, you are required to purchase your first 60 MULE BOX® Containers prior to opening your Franchised Business. These amounts do not include estimated shipping and freight charges due to significant market fluctuation in the previous year.

6. MULE BOX® Moving and Portable Storage Delivery Systems and Delivery Trucks. You will need to purchase a truck chassis with a 16-to-20-foot flat truck bed ("Delivery Truck") and a "Mule-Bot" for delivery purposes. In addition, you will need to purchase one forklift and a double to triple-stack mast for your warehouse/storage needs. We require that the vehicle and equipment meet our then-current specifications as set forth in our Confidential Operations Manual.

7. Travel and Initial Training Expenses. This estimate includes the expense you will incur in attending our initial training program, including travel expenses to Grand Prairie, Texas for 4 days. See Item 11 for additional information.

8. Real Estate/Rent. Our estimates reflect 3 months of rent. You must lease or otherwise acquire a secure outdoor storage facility for the operation of the Franchised Business. During your first year of operations, you will need a secure outdoor storage space with a minimum of one acre in size with a locking fence enclosure. As your business grows, additional outdoor space or warehouse space may be needed. The warehouse, if you choose to use one, should be a minimum of 10,000 square feet. This location must be capable of storing, both legally and functionally, your MULE BOX® Containers at least two or three high. For loading purposes (and accommodation of both the truck and the forklift), the warehouse should have a minimum opening of 12 feet wide by 14 feet high. If it is not at ground level, a ramp of at least 35 feet in

length is required with ample room to accommodate the turning radius of your truck and trailer. It is extremely difficult to estimate lease acquisition costs because of the wide variation in these costs between locations. Lease costs will vary based upon the square footage leased, the cost per square foot, length of lease and general market conditions. Our high and low estimates represent one month's rent of secure outdoor commercial storage space between one to two acres 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.

9. Initial Inventory. You must purchase an initial inventory of office supplies, ladders, straps, forklift propane tanks, safety tools for trucks, box cleaning tools, locks, tools needed to assemble the containers, truck cleaning and maintenance supplies, tires, chains, replacement parts and other supplies and equipment needed to operate your Franchised Business. These costs will vary based upon the size and location of the Franchised Business, the time of year you begin your operations, suppliers, and other related factors.

10. Delivery Truck Signage. This estimate includes the cost to fully brand your Delivery Truck.

11. Registration and Taxes. This estimate includes the sales taxes and registration and license plate fees for your Delivery Truck imposed by your home state. The low estimate assumes that you are using a Delivery Truck that you currently own. You are required to pay all federal and state tax, title, licenses, and other costs of titling the Delivery Truck. You should check with your local county clerk's office or other governmental titling office for your state's tax rate and the exact cost to title and license your Delivery Truck. You are solely responsible for any tax, title, and licenses.

12. Computer Hardware and Software. You must purchase Computer Equipment comprised of the computer hardware and software we designate for use in connection with your Franchised Business prior to commencing operations. The low estimate assumes that you already have the required hardware, and the high estimate assumes that you will need to purchase all the components including the hardware and software. See Item 11 for additional information.

13. Office Equipment and Supplies. Estimate for office supplies and tools needed to assemble containers, truck cleaning, and maintenance supplies.

14. Business Licenses and Permits. We do not require any prepaid deposits, permits or licenses before you begin the operation of your business, but your particular locality may require a permit or license or have other business licensing requirements. You are responsible for obtaining any permits or licenses as well as any other business licenses required in your locality and are also responsible for any and all costs incurred in connection with compliance with federal and state laws relating to the operation of the Business. You should consult your attorney and/or your local city, county, and state authorities about the specific legal requirements for payment of sales tax and business licenses and related types of expenses.

15. Insurance. You must purchase the insurance coverage described in Item 8. If you do not, we can purchase it for you and bill you for our costs. Insurance costs will vary depending on the number of employees, the number of vehicles to be insured, your driving record (or your employees' driving records), the insurer you choose, your location and other factors bearing on risk expense practices which apply to your locality. These insurance policies will include, but are not limited to, "all risk" property, workers' compensation, comprehensive general liability, business interruption, container coverage, motor truck cargo coverage, automobile liability and such insurance as necessary to provide coverage under the indemnity provisions set forth in our Franchise Agreement.

16. Additional Funds - 3 months. We recommend that you have additional funds available during the start-up phase of your franchise. These amounts are our estimates of the amount needed to cover your expenses for a 3-month period from the date you open for business. We recommend you have funds available for a longer time period and 3 months should be viewed as the minimum time you should plan for. In addition, the actual amount you may need will vary depending on the size of your territory and your knowledge of the business. Some of these expenses include registration fees for our annual Convention and

an estimated monthly support fee to be paid for the call center and required software. These fees may increase in the future. Your actual costs will vary according to your approach to the franchise; your management skills, experience, and business acumen; local economic conditions; the local market for the franchise's services; the prevailing wage rate in your market; competition; the rate of growth of your franchise, whether you extend credit terms to customers and the time of year you start your business. The estimated initial investment and other estimates in this disclosure document do not take into account your personal living expenses, your salary, your debt, ongoing working capital requirements, accounts receivable financing or other costs. Included in this estimate is the cost of the *recommended* Local Marketing Spend, which could be up to $15,000 per month. We have not provided for capital or other reserve funds necessary for you to reach "break-even," "positive cash flow" or any other financial position. We cannot guarantee when or if your Business will break even. We don't furnish, nor do we authorize our salespersons or anyone else to furnish, estimates as to those amounts. We recommend that you review these figures carefully with your business advisors.

17. Total Estimated Initial Investment. All the fees listed as payable to us are non-refundable. The refundability of payments made to 3rd party suppliers is up to each supplier. We relied on our management team's experience in operating a similar business to compile these estimates. We have no current plans to increase any payments over which we have control.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must operate your MULE BOX® Franchise according to our System and specifications. We may furnish you from time-to-time lists of approved supplies and/or suppliers. We reserve the right to require that you only use approved products, inventory, supplies, equipment, computer and hardware software, and other items (the "Approved Supplies") related to establishing and operating the MULE BOX® Franchise, as set forth in the approved list contained in the Confidential Operations Manual or as set forth in writing, which we may amend from time to time. (See Items 6 and 11).

Our confidential operations manual ("Confidential Operations Manual") states our standards, specifications, and guidelines for all products and services we require you to obtain in establishing and operating your MULE BOX® Franchise and approved vendors for these products and services. We will notify you of new or modified standards, specifications and guidelines through periodic amendments or supplements to the Confidential Operations Manual or through written or electronic communication.

Purchases From Us or our Affiliates

Containers, Moving and Portable Storage Delivery Systems, and Delivery Trucks

We are an approved supplier of MULE BOX® Containers and MULE BOX® Moving and Portable Storage Delivery Systems.

Software

You must obtain some of your required software licenses through us. Upon signing the Franchise Agreement, we will set up accounts for you with our required software programs for which you will pay us through our monthly Technology Fee.

None of our owners, officers, or directors own any interest in any required supplier, except where we or our affiliate are the Approved Supplier. We reserve the right to earn revenue and profits from required purchases.

Purchases From Approved Suppliers

As of the Issuance Date neither we, our affiliates, nor any of our officers currently own an interest in any of our designated third-party Approved Suppliers.

Containers, Moving and Portable Storage Delivery Systems, and Delivery Trucks

You must use our Approved Suppliers of MULE BOX® Containers and MULE BOX® Moving and Portable Storage Delivery Systems and Delivery Trucks. You must own a minimum of 202 Containers, a truck, and a mule within 24 months of your Term (as defined in the Franchise Agreement).

Software

We require you to use certain software in the operation of your MULE BOX® Business. You will contract with vendors directly to obtain licenses for the software, including QuickBooks. We reserve the right to change the approved and required software and vendors.

Promotional Material and Apparel

You must use our approved supplier for any promotional material and apparel used and sold in your business. We will provide you with the name of all suppliers and specifications for products in our Operations Manual.

Purchases That Must Meet Our Specifications

Insurance

You must obtain the insurance coverage required under the Franchise Agreement. The insurance company must be authorized to do business in the state where your MULE BOX® Business is located and must be approved by us. It must also be rated "A" or better by A.M. Best & Company, Inc. Currently, you are required to maintain in force at your sole expense the following insurance coverage:

(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 in which the franchised business is located and employer liability coverage with a minimum limit of $250,000.00 or, if higher, the statutory minimum limit as required by state law;

(c) Comprehensive commercial general liability covering claims for bodily and personal injury, death, and property damage caused by or occurring in connection with the MULE BOX® Franchise operation or activities of your personnel in the course of their employment. Currently, our minimum insurance requirements include comprehensive general liability insurance, with a combined single limit in the amount of $1,000,000 per occurrence and $2,000,000 aggregate. This policy must contain the minimum coverage we prescribe from time to time in our Confidential Operations Manual;

(d) business interruption insurance with a minimum coverage limit of $250,000.00;

(e) Container coverage with a minimum coverage limit for each MULE BOX® Container equal to the amount set forth by Franchisor in the Manual or otherwise in writing;

(f) Container coverage with a minimum coverage limit of $5,000 for each MULE BOX® Container stored at a MULE BOX® facility containing customers' personal property;

(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 Section 16D of the Franchise Agreement.

You may purchase the consumer content protection insurance option from our approved supplier. The consumer content protection insurance option protects your tenant's stored property in the event the stored property is not insured by the facility you are occupying.

Initial Franchise Fee Financing

We will provide you with a list of recommended suppliers you may use to finance your Franchise Fee. You may find and utilize your own financing sources, but we recommend using the financing suppliers with whom we have established relationships.

Purchasing Arrangements and Negotiated Pricing

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. Currently, we have negotiated a rebate ranging from 5% to 10% for franchisees' purchases of MULE BOX® Containers.

We may negotiate with Approved Suppliers on terms such as service requirements and reduced prices for our franchisees for the benefit of the franchisees. Other than as disclosed above, there are no service, supply, or purchase agreements in effect and there are no purchasing or distribution cooperatives you must join.

Required Purchases

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 80% to 90% of your total costs incurred in establishing your Franchised Business, and approximately 75% to 80% 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.

Material Benefits

We do not provide or withhold material benefits to you (such as renewal rights or the right to open additional MULE BOX® Businesses) based on whether you purchase through the sources we designate or approve; however, purchases of unapproved products or from unapproved suppliers in violation of the Franchise Agreement will entitle us, among other things, to terminate the Franchise Agreement.

Revenue From Franchisee Purchases

As we are a new franchise offering, neither we nor our affiliates derived any revenue from our required System franchisees' purchases over our past fiscal year ending December 31, 2023.

Alternative Product or Supplier Approval

If you want to use or sell a product or service that we have not yet evaluated, or if you want to purchase or lease a product or service from a supplier or provider that we have not yet approved (for products and services that require supplier approval), you must notify us and submit to us the information, specifications, and samples we request. We will use commercially reasonable efforts to notify you within 60 days after receiving all requested information and materials whether you are authorized to purchase or lease the product or service from that supplier or provider. We reserve the right to charge a fee to evaluate the proposed supplier of approximately $100 to $500 per evaluation (See Item 6). We apply the following general criteria in approving a proposed supplier: (1) ability to purchase the product in bulk; (2) quality of services; (3) production and delivery capability; (4) proximity to MULE BOX® Franchises to ensure timely deliveries of the products or services; (5) the dependability of the supplier; and (6) other factors. The supplier may also be required to sign a supplier agreement with us. Our written approval must be received before you use products not purchased from an approved supplier. We may periodically re-inspect approved suppliers' facilities and products, and we reserve the right to revoke our approval of any supplier, product or service that does not continue to meet our specifications. We will send written notice of any revocation of an approved supplier, product, or service. When you receive written notice of a revocation, you must stop selling any disapproved products, and stop purchasing from any disapproved supplier.

ITEM 9
FRANCHISEE'S OBLIGATIONS

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

Obligation		Section(s) In the Franchise Agreement	Item(s) In the Franchise Disclosure Document
a.	Site selection and acquisition/lease	Section 2A	Items 1 and 11
b.	Pre-opening purchases/leases	Sections 2B, 2C, 2E, 2F, 2G and 9C	Items 5, 7, 8, and 11
c.	Site development and other pre-opening requirements	Sections 2A	Items 1 and 11
d.	Initial and ongoing training	Sections 2E, 4, 7, 8F, 12C, 12E, 13A and 14B	Items 6, 7, 11, 15 and 17
e.	Opening	Sections 2E, 9B and 9C	Items 5, 7 and 11
f.	Fees	Sections 2C, 3, 4A, 4B, 8F, 8G, 9A, 9B, 9C, 10, 11B, 12C, 12E, 13A, 14A, 14C, 15A, 15F, 16D, 17D, 17G and 18	Items 5, 6, 7, 10 and 17
g.	Compliance with standards and policies/Operating Manual	Sections 1A, 4C, 4D and 8I	Items 6, 8, 11 and 14
h.	Trademarks and proprietary information	Sections 1A, 1F, 5, 6, 14B, 15B and 15C	Items 1, 11, 13 and 14
i.	Restrictions on products/ services offered	Section 2B	Items 8, 11, 12 and 16
j.	Warranty and customer service requirements	Sections 1E, 3H and 8C	Item 12
k.	Territorial development and sales quotas	Sections 1E and 1F	Item 12
l.	Ongoing product/service purchases	Sections 2B, 2C, 2F, 2G, 8D and 8G	Items 5, 6, 7, 8 and 11

Obligation		Section(s) In the Franchise Agreement	Item(s) In the Franchise Disclosure Document
m.	Maintenance, appearance and remodeling requirements	Sections 2, 8 and 13B	Items 8, 11 and 17
n.	Insurance	Sections 2E, 8E and 8G	Items 1, 6, 7, 8, 11 and 17
o.	Advertising	Section 8D, 8E and 9	Items 6, 7, 11, 14 and 17
p.	Indemnification	Sections 16D and 17K	Items 6 and 14
q.	Owner's participation/management/staffing	Sections 2E, 4A, 4B, 4F, 6A and 8F	Items 11 and 15
r.	Records and reports	Section 10	Items 6 and 17
s.	Inspections and audits	Section 11	Items 6 and 11
t.	Transfer	Section 12	Item 17
u.	Renewal	Section 15	Item 17
v.	Post-termination obligations	Sections 7 and 15E	Items 15 and 17
w.	Non-competition covenants	Section 17	Item 17
x.	Dispute resolution	Section 17	Item 17

ITEM 10
FINANCING

We do not offer direct or indirect financing. We do not guarantee your notes, leases, or obligations.

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

Except as listed below, Mule Box is not required to provide you with any assistance.

Pre-Opening Obligations:

Before you open your MULE BOX® Franchise, we (or our designee(s)) will provide the following assistance and services to you:

1. Designate your Territory (See Franchise Agreement – Section 1E).

2. Provide you with our criteria for site selection and approve the site you have selected for the location of your Franchised Business in writing (See Section 2A of the Franchise Agreement).

3. Identify Operating Assets and other products and supplies that you must use to develop and operate your MULE BOX® Business. If you purchase your Operating Assets from us and we commit to delivering and installing your Operating Assets, we will do so, otherwise, we do not deliver nor install any products or services you will use in your MULE BOX® Business (See Section 2B of the Franchise Agreement).

4. Establish minimum standards and specifications that you must satisfy while operating your MULE BOX® Business and identify the designated and approved suppliers from which you are required to purchase and/or lease items for your MULE BOX® Business (See Section 4D of the Franchise Agreement).

5. Loan to you, or make available to you on our website, one copy of our Confidential Operations Manual, the current table of contents of which is listed below. As of the date of this Franchise Disclosure Document, the Confidential Operations Manual contains approximately 65 pages (See Section 4D of the Franchise Agreement).

6. Provide an initial training program in Grand Prairie, Texas or another location designated by us ("Initial Training Program") for you (if you are an individual) or your managing owner (if you are an entity)

or your designated manager (See Sections 4A and 4B of the Franchise Agreement). If you want to have additional persons attend the Initial Training Program, then you must pay to us a daily attendance fee in an amount set by us for each trainer providing training in the training session (See Item 6). You must also pay the wages, travel, lodging and living expenses of each additional attendee of yours. All persons who attend our Initial Training Program must complete it to our satisfaction.

Schedule for Opening

The typical length of time between signing the Franchise Agreement or the payment of any fees and the opening of the MULE BOX® Business is approximately 120 days. This estimate assumes that you will order your MULE BOX® Containers approximately 4 business days after signing your Franchise Agreement and your will purchase your MULE BOX® Moving and Portable Storage Delivery Systems and Delivery Trucks within 5 business days after signing your Franchise Agreement. You must open your MULE BOX® Business within 120 days after signing the Franchise Agreement. Some factors which may affect this timing are your ability to secure any necessary financing; your ability to obtain any necessary permits and certifications; your ability to complete the Initial Training Program; and the timing of the delivery of Equipment, tools and inventory. If you fail to open your MULE BOX® Business within 120 days of signing the Franchise Agreement, we may in our sole discretion, but are not required to, grant you a 30-day extension period to open the MULE BOX® Business. If you do not timely open your MULE BOX® Business, we may terminate your franchise agreement and you will not receive a refund.

You may not open your MULE BOX® Business until: (1) we notify you in writing that all of your pre-opening obligations have been fulfilled; (2) you have completed the Initial Training Program to our satisfaction; (3) all amounts due to us have been paid; (4) we have been furnished with copies of all insurance policies and certificates required by the Franchise Agreement, or other documentation of insurance coverage and payment of premiums we request; (5) you notify us that all approvals and conditions stated in the Franchise Agreement have been met; (6) you have received all required permits and licenses; and (7) you have ordered, received and constructed your MULE BOX® Containers, equipment, supplies, inventory and related materials. You must be prepared to open and operate your MULE BOX® Business immediately after we state your MULE BOX® Business is ready for opening.

Site Selection Assistance

We require that you find a warehouse/outside lot located within the Designated Territory, which meets our standards and specifications. You will need a minimum of 10,000 square feet, which does not include office space and storage space for the equipment and inventory if you choose to purchase or lease a warehouse. If you opt to purchase or lease an outside lot you will need a minimum of 1 acre, not including necessary office space. 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. (See Section 2A of the Franchise Agreement).

Continuing Obligations

During the operation of your MULE BOX® Business, we (or our designee(s)) will provide the following assistance and services to you:

1. At your reasonable request, consult with you by telephone, email or other methods regarding the continued operation and management of your MULE BOX® Business and advise you regarding services, sales techniques, product supply, customer relations and similar topics (See Section 4C of the Franchise Agreement).

2. Advise you regarding your Franchised Business operation based on your reports and our inspections. We also will guide you on standards, specifications and operating procedures and methods that MULE BOX® Businesses use; purchasing required and authorized Operating Assets and other items and arranging for their distribution to you from us or the suppliers; advertising and marketing materials and

programs; employee training; and administrative, bookkeeping, accounting, and inventory control procedures. We will guide you through the Confidential Operations Manual, in emails or other written materials, through the use of electronic media, telephone conferences and/or meetings at our offices or at your MULE BOX® Business (See Section 8I of the Franchise Agreement).

3. Continue to loan to you, or make available to you on our website, one copy of the Confidential Operations Manual, which may include audio and video media, compact disc media, computer software, other electronic media, and/or written materials. The Confidential Operations Manual contains mandatory and suggested standards, specifications, operating procedures, and rules ("System Standards"). We may modify the Confidential Operations Manual periodically to reflect changes in System Standards (See Section 8 of the Franchise Agreement).

4. Issue and modify System Standards for MULE BOX® Businesses. These modifications may require you to invest additional capital in your MULE BOX® Business and/or incur higher operating expenses (See Section 8 of the Franchise Agreement).

5. License to you for your use confidential and proprietary information designed to assist you in the operation of your MULE BOX® Business (See Section(s) 6A of the Franchise Agreement).

6. License to you our Marks for use as set forth in greater detail below in Item 13 (See Section(s) 1A, 1F, 5, 6, 14B, 15B and 15C of the Franchise Agreement).

7. Maintain and administer one or more websites to advertise, market and promote MULE BOX® Businesses and the products and services offered (each a "System Website") (See Section 9C of the Franchise Agreement).

9. We have the right to hold an annual conference at a location to be selected by us. We may choose not to hold an annual conference each year. We shall determine the topics and agenda for the conference to serve the purpose, among other things, of updating franchisees on new developments affecting franchisees, exchanging information between franchisees and our personnel regarding System operations and programs, and recognizing franchisees for their achievements. You will only pay a convention fee for each individual that is required to attend the annual convention and fails to attend. The convention fee is subject to change at any time in our sole discretion. We may require you or your manager to attend seminars, conventions, programs, or meetings, on not less than 30 days' prior written notice. We may use contributions from the National Advertising Fund for purposes related to the annual conference, including costs related to production, programs, and materials (See Section 4B of the Franchise Agreement).

Optional Assistance

During the term of the Franchise Agreement, we (or our designee(s)) may, but are not required to, provide the following assistance and services to you:

1. Modify, update, or change the System, including the adoption and use of new or modified trade names, trademarks, service marks or copyrighted materials, new products, new Equipment, or new techniques (See Section 8 of the Franchise Agreement).

2. Make periodic visits to your MULE BOX® Business for the purpose of assisting in all aspects of the operation and management of the MULE BOX® Franchise, prepare written reports concerning these visits outlining any suggested changes or improvements in the operation of the MULE BOX® Franchise, and detailing any problems in the operations which become evident as a result of any visit. If provided at your request, you must reimburse our expenses and pay our then-current training charges (See Section 8 of the Franchise Agreement).

3. Maintain and administer a National Advertising Fund (See Section 9A of the Franchise Agreement).

4. Hold periodic national or regional conferences to discuss business and operational issues affecting MULE BOX® franchisees (See Section 4C of the Franchise Agreement).

Advertising and Marketing

Local Advertising

Each month we recommend you spend between $2,500 to $15,000 on local advertising for paid search, based on your market size. You will pay for your advertisement and promotions directly, but we will provide you with general marketing guidelines, and will review and approve your advertisements. (See Section 9B of the Franchise Agreement) You may not advertise on the Internet without our prior written consent.

National Advertising Fund

Currently, we do not operate a National Advertising Fund (also, "National Ad Fund"), but we reserve the right to develop and administer a national advertising program at any time.

We will require you to contribute to the National Ad Fund, which is a national marketing fund for marketing the System, the Marks and MULE BOX® Businesses. You will contribute amounts up to 4% of your monthly Gross Sales ("National Ad Fund Contribution"); currently we do not require you to contribute any of your monthly Gross Sales to the National Advertising Fund in the manner we prescribe.

Your contribution to the National Advertising Fund will be in addition to all other advertising requirements set out in this Item 11. Outlets owned by us may, but are not required to, contribute to the National Advertising Fund on the same basis as franchisees.

The National Advertising Fund will be administered by us, or our affiliate or designees, at our discretion, and we may use a professional advertising agency or media buyer to assist us. The National Advertising Fund will be in a separate bank account, commercial account, or savings account.

We have complete discretion on how the National Advertising Fund will be utilized. We may use the National Advertising Fund for local, regional, or national marketing, advertising, sales promotion, and promotional materials; public and consumer relations; website development and search engine optimization; the development of technology for the System; and any other purpose to promote the MULE BOX® brand. We may use any media for disseminating National Advertising Fund advertisements, including direct mail, print ads, the Internet, radio, billboards, and television. We may reimburse ourselves, our authorized representatives, or our affiliates from the National Advertising Fund for administrative costs; independent audits; reasonable accounting, bookkeeping, reporting, and legal expenses; taxes; and all other direct or indirect expenses associated with the programs funded by the National Advertising Fund. We do not guarantee that advertising expenditures from the National Advertising Fund will benefit you or any other franchisee directly, on a pro rata basis, or at all. We are not obligated to spend any amount on advertising in the geographical area where you are or will be located. We will not use the National Advertising Fund contributions for advertising that is principally a solicitation for the sale of Franchises, but we reserve the right to include a notation in any advertisement or website indicating "Franchises Available," or similar phrasing.

We assume no fiduciary duty to you or other direct or indirect liability or obligation to collect amounts due to the National Advertising Fund or to maintain, direct or administer the National Advertising Fund. Any unused funds that were collected in any calendar year will be applied to the following year's funds, and we reserve the right to contribute or loan additional funds to the National Advertising Fund on any terms we deem reasonable.

The National Advertising Fund is not audited. Upon your written request, we will provide to you an annual, unaudited accounting for the National Advertising Fund that shows how the National Advertising Fund proceeds have been spent for the previous year.

We did not collect any National Advertising Fund Contributions during the last fiscal year, ending December 31, 2023.

Marketing Resources, Pre-Approvals for Marketing Materials, and Internet Marketing

It is a material breach of the Franchise Agreement to use marketing material without obtaining our prior written approval. If you desire to use certain marketing materials, you must obtain our prior approval, which may be granted or denied in our sole discretion. We will review your request and we will respond in writing within 30 days from the date we receive all requested information. Our failure to notify you in the specified time frame will be deemed a disapproval of your request. Use of logos, Marks, and other name identification materials must follow our approved standards. You may not use our logos, Marks, and other name identification materials on items to be sold or services to be provided without our prior written approval. If we approve of promotional items or services that will be sold in your MULE BOX® Business, those items or services must be in your Gross Sales and will be subject to Royalty Fees and the National Advertising Contributions. If you use unauthorized advertising materials, you must pay a fee of $500 per occurrence to the National Advertising Fund.

We may allow you to market your MULE BOX® Business through social media sites, which we will own and you will manage so long as you follow our online policies and procedures, which are contained in the Confidential Operations Manual. Our online policies and procedures may change as technology and the Internet changes. Under our online policies and procedures, we may retain the sole right to market on the Internet, including all use of websites, domain names, advertising, and co-branding arrangements. We may not allow you to independently market on the Internet or use any domain name, address, locator, link, metatag or search technique with words or symbols similar to the Marks. In all social media activities, you must identify yourself as an independently owned and operated franchisee. We intend any franchisee website to be accessed only through our home page. You will provide us with content for our Internet marketing. We retain the right to approve or disapprove any linking or other use of our website in our sole discretion.

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. (See Section 9D of the Franchise Agreement).

Computer Hardware and Software

You are required to purchase a computer system that consists of the following hardware and software: (a) laptop computer and/or a tablet as described in the Confidential Operations Manual; printer/scanner; (b) required software; and (c) Stella (collectively, the "Computer System"). We estimate the cost of purchasing the Computer System will be approximately $1,500 to $3,000. You may use a computer that you currently own. You must record all revenue on the Computer System. You must also purchase and utilize our required call tracking and call analytics software. You must store all data and information in the Computer System that we designate, and report data and information in the manner we specify. The Computer System will generate reports on the Gross Sales of your MULE BOX® Franchise. You must also maintain a high-speed Internet connection. The term "credit card vendors" includes, among other things, companies that provide services for electronic payment, such as near field communication vendors (for example, "Apple Pay" and "Google Wallet"). We are not required to provide you with any ongoing maintenance, repairs, upgrades, or updates for the Computer System. We may charge you a reasonable fee for: (i) installing, providing, supporting, modifying, and enhancing any proprietary software or hardware that we develop and license to you; and (ii) other Computer System-related maintenance and support services that we provide to you.

You must arrange for installation, maintenance, and support of the Computer System at your cost. There are no limitations in the Franchise Agreement regarding the costs of such required support, maintenance, repairs, or upgrades relating to the Computer System. We cannot estimate the cost of maintaining, updating, or upgrading the Computer System or its components because it will depend on your repair history, costs of computer maintenance services in your area, and technological advances which we cannot predict at this time. In prior years we estimated the annual costs to range between $1,000 and $3,000. We may revise our specifications for the Computer System periodically. You must upgrade or replace your Computer System at such time as specifications are revised. There is no limitation on the frequency and cost of this obligation.

We (or our designee(s)) have the right to independently access the electronic information and data relating to your MULE BOX® Franchise, and to collect and use your electronic information and data in any manner, including to promote the System and the sale of MULE BOX® Franchises. This may include posting financial information of each franchisee on an intranet website. There is no contractual limitation on our right to receive or use information through our proprietary data management and intranet system. We may access the electronic information and data from your Computer System remotely, in your MULE BOX® Business, or from other locations.

<u>System Website</u>

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 MULE BOX® Franchises ("System Website"). We will have sole discretion and control over such website. We may also create interior pages on our System Website that may contain information about your MULE BOX® Business and other System locations. We may require you to use a template and prepare a page for your MULE BOX® Business that would be utilized on our System Website.

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. We are currently the sole registrant of the domain name www.mulebox.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). (See Sections 5, 7 and 9 of the Franchise Agreement).

Training

Initial Training

You or your managing owner or your designated manager, if you have one, must attend and complete the Initial Training Program to our satisfaction, as determined by the specific program instructors, by the date you open your MULE BOX® Business. We provide initial training for one person for additional cost. We may provide training for additional people at the cost of $450 per trainer per day. You are responsible for the wages, travel, lodging and living expenses of all attendees. The initial training fee(s) is due in full at the time you sign the Franchise Agreement and is deemed fully earned by us once paid and is non-refundable. The Initial Training Program is held on an as-needed basis to train new franchisees. You will not receive any compensation or reimbursement for services or expenses for participation in the Initial Training Program.

We plan to provide the training listed in the table below. We reserve the right to vary the length and content of the Initial Training Program based upon the experience and skill level of the individual attending the Initial Training Program.

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Pre-Training Checklist	1	0	Online
Introduction and Orientation	1-2	0	Grand Prairie, Texas
History, Mission and Brand	1-2	0	Grand Prairie, Texas
Franchisor/Franchisee Relations	1-2	0	Grand Prairie, Texas
Business Model Finances	1-2	0	Grand Prairie, Texas
Start-up and Daily Operations	2-4	0	Grand Prairie, Texas
Customer Service	1-2	0	Grand Prairie, Texas
Employees / Contractors	1-2	0	Grand Prairie, Texas
Technology and Web Scheduler	2-4	0	Grand Prairie, Texas
Accounting	1-2	0	Grand Prairie, Texas
Advertising & Marketing	1-2	0	Grand Prairie, Texas
Delivery and Set-Up	0	16-24	Grand Prairie, Texas
Week in Review, Testing	1-2	1-2	Grand Prairie, Texas
Total Hours	14-27	17-26	

Notes:

1. We will use the Confidential Operations Manual as the primary instruction materials during the Initial Training Program.

2. Jack Civa and Steve Choppin, our Co-CEOs who've developed the MULE BOX® system, will supervise and conduct the training. Each of our Co-CEOs brings over 20 years of franchise experience.

3. We shall appoint other trainers as we deem appropriate. Each additional trainer shall have a minimum of 6 months experience in the subject they instruct.

Ongoing Training

From time to time, we may require that you, designated managers, and other employees attend system-wide refresher or additional training courses. Some of these courses may be optional, while others may be required. If you appoint a new designated manager, that person must attend and successfully complete our MULE BOX® Initial Training Program before assuming responsibility for the management of your MULE BOX® Business. If we conduct an inspection of your MULE BOX® Business and determine you are not operating in compliance with the Franchise Agreement, we may require that you attend remedial training that addresses your operational deficiencies. You may also request that we provide additional training (either at corporate headquarters or at your MULE BOX® Business), which we may provide and you must pay our then-current fees and all costs and expenses.

Operations Manual

We will loan you a copy of our Operations Manual which contains mandatory and suggested specifications, standards, and procedures. You must adopt and use as your continuing operational routine the required standards, service style, procedures, techniques, and management systems described in our Operations Manual or other written materials relating to your franchised business. The Operations Manual will contain both mandatory standards and recommended standards. You must treat the Operations Manual and other written materials created for or approved for use in the operation of your franchised business, and the information contained in them, as confidential. The Operations Manual will remain our sole property. We may, from time to time, revise the contents of the Operations Manual and you must comply with each new and changed standard.

The table of contents from our Operations Manual is as follows:

Topic	No. of Pages
Introduction	3
Franchise Structure and Relationships	3
Business Operations	13
Customer Service	5
Standard Operating Procedures	2
Sales and Marketing	6
Franchise Training Program	2
Human Resources	12
Financial Management	6
Technology and Systems	2
Health and Safety	4
Franchisee Support and Communication	5
Appendix A - Glossary of Terms	1
Appendix B - Forms and Templates	1
TOTAL	65

ITEM 12
TERRITORY

Approved Location

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 you have not already obtained our approval prior to executing the Franchise Agreement. Although we may assist

you in selecting a location, you are solely responsible for selecting the Approved Location and negotiating the terms of the purchase or lease. You may not relocate the MULE BOX® Business without our consent, which we will not unreasonably withhold, provided your proposed new location meets our then-current standards for a MULE BOX® Business premises and is located within your Designated Territory, as discussed below.

Designated Territory

You will receive a designated Territory that will be delineated by zip codes as determined by our business map software data from the US Census Bureau. Your Territory will contain approximately 500,000 Viable Households in a metropolitan area. A "Viable Household" is defined as the average size household for the defined area multiplied by the number of households with income above $30,000. We may grant you a larger Territory with more Viable Households at a rate of $0.20 per Viable Household. We will use commercially reasonable efforts to grant only one license to a MULE BOX® Business for any area as defined below. Your Territory will be identified in an attachment to your Franchise Agreement. In certain densely populated metropolitan areas, a territory may be considerably smaller, while franchisees operating in less densely populated urban areas may have significantly larger areas. During the term of the Franchise Agreement, and for so long as you are in compliance, and subject to our reservation of rights below, we will not establish, franchise, or license another person or entity to establish a MULE BOX® Business within the Territory.

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 directly market to or solicit customers whose principal business office or residence is outside of your Territory and may advertise in any media whose primary circulation is outside of the Territory, so long as all products and services are sold in your Territory or in accordance with our territory policies in the Confidential Operations Manual. We retain the right, for ourselves and our affiliates, on any terms we deem advisable, and without granting you any rights:

1. to own, franchise or operate MULE BOX® Businesses at any location outside of the Territory, regardless of the proximity to your MULE BOX® Business;

2. to use the Marks and the System to sell any products or services similar to those which you will sell, through any alternate channels of distribution within or outside of your Territory. This includes, but is not limited to, other channels of distribution such as television, through outlets at a fixed location, or over the Internet. We exclusively reserve the Internet as a channel of distribution for us, and you may not independently market on the Internet or conduct e-commerce except as provided in our online policy;

3. to offer and sell products under the Marks or any other marks, through retail locations within or outside of the Territory;

4. to use and license the use of other proprietary and non-proprietary marks or methods which are not the same as or confusingly similar to the Marks, whether in alternative channels of distribution or in the operation of a business offering related products and services, at any location, including within the Territory, which may be similar to or different from the MULE BOX® Business operated by you;

5. to purchase or be purchased by, or merge or combine with, any business, including a business that competes directly with your MULE BOX® Business, wherever located;

6. to acquire and convert to the System operated by us, any businesses offering products and services similar to those offered by MULE BOX® Businesses, including such businesses operated by competitors or otherwise operated independently or as part of, or in association with, any other system or chain, whether franchised or corporately-owned, and whether located inside or outside of the Territory, provided that in such situations, the newly-acquired businesses may not operate under the Marks in the Territory;

7. service national accounts (described below) within the Territory, or allow other MULE BOX® Businesses or third parties to service national accounts if a National Account customer of yours notifies us that it is dissatisfied with your service for any reason, or if you are in default, unable or unwilling to provide necessary products or services; and

8. to implement multi-area marketing programs which may allow us or others to solicit or sell to customers anywhere. We also reserve the right to issue mandatory policies to coordinate such multi-area marketing programs.

We are not required to pay you if we exercise any of the rights specified above within your Territory.

If you wish to purchase an additional MULE BOX® Business, you must apply to us and we may, at our discretion, offer an additional MULE BOX® Franchise to you.

If you wish to relocate from your Franchise Location to a new business site, we will authorize you to do so; provided (i) you are not in default of the Franchise Agreement, any other agreements with us, or the lease for the former Franchise Location (ii) you are current on your financial obligations to us and our affiliates and all your third party creditors, (iii) you open for business at the new location on the same day you close your former Franchise Location and (iv) the new business site is within your Territory. We do not grant a right of first refusal to franchisees to purchase new or existing locations.

ITEM 13
TRADEMARKS

Our affiliate, Mule Box, LLC, has registered the following trademark on the Principal Register at the United States Patent and Trademark Office ("USPTO"):

Mark	Registration Number	Registration Date
MULE BOX	7,094,880	June 27, 2023

Through a License Agreement between Mule Box, LLC and Mule Box Franchising, LLC we have been granted a worldwide right to grant licenses to franchisees.

We claim common law rights in the following Mark:

Mark	Register
MULE BOX	Common Law

We do not have a federal registration for the common law trademark. This trademark does not have the same legal benefits and rights as federally registered trademarks. If our right to use this trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses. The franchisor is currently not aware of any prior rights or infringing uses that could materially affect the franchisee's use of the principal trademarks.

There are no effective adverse material determinations of the USPTO, the Trademark Trial and Appeal Board, or the trademark administrator of any state or any court, and no pending infringement, opposition

or cancellation proceedings or material litigation involving the Marks. All required affidavits and renewals have been filed.

No agreement significantly limits our right to use or license the Marks in any manner material to the MULE BOX® Franchise. We do not know of any superior prior rights or infringing uses that could materially affect your use of the trademarks.

You must follow our rules when using the Marks. You cannot use our name or Mark as part of a corporate name or with modifying words, designs, or symbols unless you receive our prior written consent. You must indicate to the public in any contract, advertisement, and with a conspicuous sign in your MULE BOX® Business that you are an independently owned and operated licensed franchisee of Mule Box Franchising Group, LLC. You may not use the Marks in the sale of unauthorized products or services, or in any manner we do not authorize. You may not use the Marks in any advertising for the transfer, sale, or other disposition of your MULE BOX® Business, or any interest in the Franchise. All rights and goodwill from the use of the Marks accrue to us.

We will defend you against any claim brought against you by a third party that your use of the Marks, in accordance with the Franchise Agreement, infringes upon that party's intellectual property rights. We may require your assistance, but we will exclusively control any proceeding or litigation relating to our Marks. We have no obligation to pursue any infringing users of our Marks or protect you against unfair competition arising out of your use of the Mark. If we learn of an infringing user, we will take the action appropriate, but we are not required to take any action if we do not feel it is warranted. You must notify us immediately if you learn that any party is using (or claims the right to use) the Marks or a trademark that is confusingly similar to the Marks. We have the sole discretion to take such action as we deem appropriate to exclusively control any litigation or administrative proceeding involving a trademark licensed by us to you. You agree to sign any documents and take any other reasonable action necessary or advisable to protect and maintain our interests in any litigation or Patent and Trademark Office or other proceeding or otherwise to protect and maintain our interests in the Marks. We will reimburse you for your costs of taking any related action we ask you to take.

If it becomes advisable at any time, in our sole discretion, for us and/or you to modify or discontinue using any Mark and/or use one or more additional or substitute trademarks or service marks, you must comply with our directions within a reasonable time after receiving notice. We will not reimburse you for your direct expenses of changing signage, for any loss of revenue or other indirect expenses due to any modified or discontinued Mark, or for your expenses of promoting a modified or substituted trademark or service mark.

You must not directly or indirectly contest our right to the Marks. We may acquire, develop and use additional marks not listed here, and may make those marks available for your use and for use by other franchisees.

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We have no patents or registered copyrights that are material to the MULE BOX® franchise. We do not have any pending patents or copyrights that are material to the MULE BOX® franchise.

The information in the Confidential Operations Manual is proprietary and is protected by copyright and other laws. The designs contained in the Marks, the layout of our advertising materials, the content and format of our products, and any other writings and recordings in print or electronic form are also protected by copyright and other laws. Although we have not applied for copyright registration for the Confidential Operations Manual, our advertising materials, the content and format of our products, or any other writings and recordings, we claim common law and federal copyrights in these items. We grant you the right to use this proprietary and copyrighted information ("Copyrighted Works") for the operation of your MULE BOX® Franchise, but such copyrights remain our sole property.

There are no effective determinations of the United States Copyright Office or any court regarding any Copyrighted Works of ours, nor are there any proceedings pending, nor are there any effective agreements between us and third parties pertaining to the Copyrighted Works that will or may significantly limit using our Copyrighted Works.

We claim proprietary rights in certain of our product procedures and software which are included in our Confidential Operations Manual ("Confidential Information" and which are our trade secrets ("Trade Secrets". You must maintain the confidentiality of our Confidential Information and Trade Secrets and adopt reasonable procedures to prevent unauthorized disclosure of our Confidential Information and Trade Secrets.

We will disclose parts of the Confidential Information and Trade Secrets to you as we deem necessary or advisable for you to develop your MULE BOX® Franchise during training and in guidance and assistance furnished to you under the Franchise Agreement, and you may learn or obtain from us additional Confidential Information and Trade Secrets during the term of the Franchise Agreement. The Confidential Information and Trade Secrets are valuable assets of ours and are disclosed to you on the condition that you, and your owners if you are a business entity, and employees agree to maintain the information in confidence by entering into a confidentiality agreement we can enforce. Nothing in the Franchise Agreement will be construed to prohibit you from using the Confidential Information or Trade Secrets in the operation of other MULE BOX® Franchises during the term of the Franchise Agreement.

You must notify us immediately after you learn about another's use of language, a visual image, or a recording of any kind, that you perceive to be identical or substantially similar to one of our Copyrighted Works or use of our Confidential Information or Trade Secrets, or if someone challenges your use of our Copyrighted Works, Confidential Information or Trade Secrets. We will take whatever action we deem appropriate, in our sole and absolute discretion, to protect our rights in and to the Copyrighted Works, Confidential Information or Trade Secrets, which may include payment of reasonable costs associated with the action. However, the Franchise Agreement does not require us to take affirmative action in response to any apparent infringement of, or challenge to, your use of any Copyrighted Works, Confidential Information or Trade Secrets, or claim by any person of any rights in any Copyrighted Works, Confidential Information or Trade Secrets, and we are not required to participate in the defense of, or provide indemnification to you in connection with any proceeding related to the Copyrighted Works, Confidential Information or Trade Secrets. You must not directly or indirectly contest our rights to our Copyrighted Works, Confidential Information or Trade Secrets. You may not communicate with anyone except us, our counsel, or our designees regarding any infringement, challenge, or claim. We will take action as we deem appropriate regarding any infringement, challenge or claim, and the sole right to control, exclusively, any litigation or other proceeding arising out of any infringement, challenge or claim under any Copyrighted Works, Confidential Information or Trade Secrets. You must sign any and all instruments and documents, give the assistance, and do acts and things that may, in the opinion of our counsel, be necessary to protect and maintain our interests in any litigation or proceeding, or to protect and maintain our interests in the Copyrighted Works, Confidential Information or Trade Secrets. If we require you to modify or discontinue use of the Copyrighted Works, Confidential Information or Trade Secrets, you must comply with all of our requirements.

All ideas, concepts, techniques, or materials concerning a MULE BOX® Business, whether or not they are protected intellectual property, and whether created by or for you or your owners or employees, must be promptly disclosed to us and will be deemed our sole and exclusive property, part of the Franchise System, and works made for hire for our use. If any item does not qualify as a "work made for hire" for us, you must assign ownership of that item, and all related rights to that item, to us and must take whatever action, including executing an assignment agreement or other documents, that we request to show our ownership or to help us obtain intellectual property rights in the item(s).

No patents or patents pending are material to us at this time.

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

We require that either you, if you are an individual, or your managing owner, if you are an entity, have the authority and responsibility for the day-to-day operations of your MULE BOX® Business. A managing owner must have at least twenty-five percent (25%) equity and be principally responsible for communicating with us about your MULE BOX® Business ("Managing Owner"). If you are an Entity with multiple owners, one of your owners who is a natural person must have at least 51% ownership interest and voting power in you (including a spouse's interest), unless we approve otherwise in writing. We may, in our sole discretion, allow you to appoint a designated manager ("Designated Manager") to supervise the day-to-day operations of the MULE BOX® Business. You, your Managing Owner, or the Designated Manager must successfully complete our Initial Training Program (See Item 11). The Designated Manager need not have an ownership interest in the legal entity of the Franchise owner. If you replace a Designated Manager, the new Designated Manager must satisfactorily complete our training program at your own expense.

Any Designated Manager and, if you are an entity, any officer that does not own equity in the franchisee entity must sign the System Protection Agreement, the form of which is attached to this Franchise Disclosure Document in Exhibit F. All of your employees, independent contractors, agents, or representatives that may have access to our Confidential Information must sign a Confidentiality Agreement (unless they already signed a System Protection Agreement), the current form of which is attached to this Franchise Disclosure Document in Exhibit F. If you are an entity, each owner (i.e., each person holding an ownership interest in you) must sign a Personal Guaranty guarantying the obligations of the entity, in the form of which is attached to the Franchise Agreement as Attachment B. We also require that the spouses of the Franchise owners sign the Personal Guaranty.

You may not appoint any Managing Owner or employ any Designated Manager who does not complete our Initial Training Program to our satisfaction. If a Designated Manager's employment with you is terminated, and your Managing Owner will not manage your MULE BOX® Business, you must appoint a new Designated Manager who must successfully complete our Initial Training Program 30 days after the termination of the former Designated Manager, unless we do not hold an Initial Training Program during that 30-day period, in which case the replacement Designated Manager must attend and successfully complete the first available Initial Training Program held by us. You may be charged a training fee for a replacement Designated Manager or Managing Owner, and the travel expenses and salary and benefits must be paid by you (See Item 6). The factors used by us in determining whether you will be charged a training fee include the location of training, the length and type of training necessary, the costs borne by us in conducting the training, the replacement Designated Manager or Managing Owner's previous experience and skill, and our availability. If your Designated Manager ends his/her employment relationship with you, whether voluntary or by force, you must participate in the management of the business on a full-time equivalent basis until a replacement Designated Manager is hired and trained to our satisfaction. If you replace a Designated Manager for any reason, you will be required to manage the MULE BOX® Business until the new Designated Manager has satisfactorily completed our training program.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must sell or offer for sale only those products and services authorized by us and which meet our standards and specifications. You must follow our policies, procedures, methods, and techniques. You must sell or offer for sale all types of products and services specified by us. We may change or add to our required products and services at our discretion with prior notice to you (See Item 8). There are no limitations on our rights to make such changes to the required services and products offered by you. If we change or add to our required products and services, the changes or additions will remain in permanent effect, unless we specify otherwise. The amount you must pay for the changes or additions will depend upon the nature and type of changes or additions. You must discontinue selling and offering for sale any products and services

that we disapprove of. We reserve the right to establish minimum and maximum resale prices for use with multi-area marketing programs and special price promotions as allowed by law.

You are not prohibited from directly marketing to or soliciting customers whose principal business office (or principal residence, if the client is an individual) is outside of your Territory; provided that you provide the products or services within the Territory. You may sell products and provide services to clients located outside of the Territory only as set forth in Item 12. You may not establish an account or participate in any social media sites (including, without limitation, Facebook, Twitter, or any other social or professional networking site or blog), or mention or discuss the MULE BOX® Franchise, us, or our affiliates, without our prior written consent and as subject to our online policy. Our online policy may completely prohibit you from any use of the Marks in social networking sites or other online use. You may not sell products through other channels of distribution such as the Internet.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

Provision	Section in Franchise Agreement	Summary
(a) Length of the Franchise term	Section 1D	Ten years.
(b) Renewal or extension of the term	Section 13A	If you are in good standing and you meet other requirements, you may enter into two consecutive renewal terms of ten years.
(c) Requirements for Franchisee to renew or extend	Section 13B	The term "renewal" refers to extending our franchise relationship at the end of your initial term and any other renewal or extension of the initial term. This may also be referred to as a "successor term". Your renewal franchise rights permit you to remain as a franchisee after the initial term of your Franchise Agreement expires if you meet certain conditions. You must be in compliance; pay all amounts due; give us timely written notice; maintain possession of or replace the Vehicle; sign our then-current franchise agreement and ancillary documents for the renewal term, and this new franchise agreement may have materially different terms and conditions (including, for example, higher Royalty Fees and advertising contributions) from the Franchise Agreement that covered your initial term, a release (if law allows); and pay the renewal fee.
(d) Termination by Franchisee	Section 14A	You may terminate the Franchise Agreement if you are in compliance with it and we are in material breach and we fail to

Provision	Section in Franchise Agreement	Summary
		cure that breach within 30 days of receiving written notice of such material failure; or if we cannot correct the failure within 30 days, if we do not provide within 30 days after your notice, reasonable evidence of our effort to correct the failure within a reasonable time, subject to state law. Termination will be effective an additional 30 days after you deliver written notice of termination, subject to state law.
(e) Termination by Franchisor without cause	Not Applicable	Not Applicable.
(f) Termination by Franchisor with cause	Section 14B	We can terminate upon certain violations of the Franchise Agreement by you.
(g) "Cause" defined - curable defaults	Section 14B	You have 24 hours to cure: (i) health, safety, or sanitation law violations; (ii) monetary defaults; (iii) failure to maintain any insurance, license or permit; and (iv) violations of other applicable laws, regulations, ordinances, or consent decrees; and 30 days to cure operational defaults and other defaults not specified in (h) below.
(h) "Cause" defined - non-curable defaults	Section 14B	Non-curable defaults under the Franchise Agreement include: material misrepresentation in acquiring the Franchise; three or more insufficient funds or returned checks in any one calendar year; failure to open the MULE BOX® Business within six months of the date of the Franchise Agreement; abandon the MULE BOX® Business; failure to use required supplies or tools; failure to complete training; abandonment; unapproved transfers; conviction of a felony; failure to maintain insurance; engagement in unauthorized or unethical behavior that has adverse effect; unauthorized use or disclosure of the Confidential Operations Manual or other confidential information; failure to pay taxes; repeated defaults (even if cured); an assignment for the benefit of creditors; appointment of a trustee or receiver; or termination of any other Franchise Agreement or other agreement between you or your affiliates and us.
(i) Franchisee's obligations on termination/ non-renewal	Section 15	Obligations include paying outstanding amounts, including the balance of Royalty Fees from the date of termination until the

Provision	Section in Franchise Agreement	Summary
		scheduled expiration date of the Franchise Agreement; complete de-identification, including removal of signs and Marks; remodeling and reconfiguring of the Vehicle as necessary to distinguish it from its former appearance, removing all Vehicle wraps and distinguishing marks; notifying telephone company and telephone directory publishers of the termination of your right to use any numbers associated with our Marks and authorizing the transfer or forwarding of the numbers and directory listings at our direction; ceasing to use and returning Confidential Information; and delivering to us copies of the entire customer files for each customer, which includes referrals, credit card and bank information and any other customer information.
(j) Assignment of contract by Franchisor	Section 12A	No restriction on our right to assign.
(k) "Transfer" by Franchisee - definition	Section 12B	Includes any voluntary, involuntary, direct or indirect assignment, sale, gift, exchange, grant of a security interest, or change of ownership in the Franchise Agreement, the Franchise, or interest in the Franchise.
(l) Franchisor's approval of transfer by Franchisee	Section 12C	We have the right to approve all transfers.
(m) Conditions for Franchisor's approval of transfer	Section 12C	New franchise owner must have sufficient business experience and financial resources to operate the Franchise; you must pay us and third party vendors all amounts due; you must submit all required reports; new franchise owner (and its owners and affiliates) are not in a Competitive Business; new owner and employees must complete the Initial Training Program, paid for by you or the transferee; you or transferee signs our then-current franchise agreement and any ancillary documents, and this new franchise agreement may have different terms and conditions (including, for example, higher Royalty Fees and advertising contributions) from the Franchise Agreement that covered your initial term; you must pay transfer fee; you must sign a general release in favor of us (if law allows); you and any other direct or indirect owners execute a guaranty; we approve material terms; you subordinate

Provision	Section in Franchise Agreement	Summary
		amounts due to you; you cease to use the Marks; new owner must agree to upgrade the MULE BOX® Business within specified time frame after transfer and to deposit with us the estimated cost to complete such upgrade; reimburse us for costs of transfer, including broker commissions or similar fees; and you and your owners must sign a non-compete agreement not to engage in a competitive business for two years within: (i) a 50-mile radius of your MULE BOX® Business; and (ii) a 50-mile radius of all other MULE BOX® Businesses that are operating or under construction.
(n) Franchisor's right of first refusal to acquire Franchisee's business	Section 12G	We have 30 days to match any offer for your MULE BOX® Business.
(o) Franchisor's right to purchase Franchisee's business	Section 15F	We may, but are not required to, purchase your MULE BOX® Franchise, inventory, or Equipment at fair market value if your MULE BOX® Franchise is terminated for any reason by giving you written notice of our intent to exercise this option within 30 days after the date of termination or expiration of the Franchise Agreement.
(p) Death or disability of Franchisee	Section 12E	The Franchise Agreement must be transferred or assigned to a qualified party within 180 calendar days of your or your Managing Owner's death or disability or the Franchise Agreement may be terminated. Your or your Managing Owner's estate or legal representative must apply to us for the right to transfer to the next of kin within a reasonable time not to exceed 120 calendar days of your or your Managing Owner's death or disability and must also appoint a manager who must complete training and be acceptable to us or, if not, we may assume management.
(q) Non-competition covenants during the term of the Franchise	Section 7	Neither you, your principal owners, nor any immediate family members of you or your principal owners may participate in a diverting business, have no owning interest in, loan money to, or perform services for a competitive business anywhere. No diverting or attempting to divert any business from us (or one of our affiliates or franchisees). These non-

Provision	Section in Franchise Agreement	Summary
		competition provisions are subject to state law.
(r) Non-competition covenants after the Franchise is terminated or expires	Section 15E	Owners and their spouses cannot have any direct or indirect interest in, own, manage, operate, finance, control or participate in any competitive business within: (i) a 50-mile radius of your MULE BOX® Business; and (ii) a 50-mile radius of all other MULE BOX® Businesses that are operating or under development, for two years. These non-competition provisions are subject to state law.
(s) Modification of the agreement	Sections 1G and 17	No modifications of the Franchise Agreement during the term unless agreed to in writing, but the Confidential Operations Manual is subject to change at any time in our discretion. Modifications are permitted on renewal.
(t) Integration/merger clause	Section 17N	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law). Any representations or promises outside of this Franchise Disclosure Document and Franchise Agreement may not be enforceable. Notwithstanding the foregoing, nothing in any agreement is intended to disclaim the express representations made in the Franchise Disclosure Document, its exhibits and amendments.
(u) Dispute resolution by arbitration or mediation	Section 17N	Except for certain claims, all disputes must be mediated and arbitrated in the principal city closest to our principal place of business (currently Grand Prairie, Texas) This provision is subject to state law.
(v) Choice of forum	Section 17H	All disputes must be mediated, arbitrated, and if applicable, litigated in the principal city closest to our principal place of business (currently Grand Prairie, Texas), subject to applicable state law.
(w) Choice of law	Section 17G	Texas law applies, subject to applicable state law.

ITEM 18
PUBLIC FIGURES

We do not use any public figures to promote our Franchise.

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in 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 a particular circumstances.

We do not make any representation about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Jackson Civa, 909 Avenue T, Suite #200, Grand Prairie, TX, 75050, (254) 262-6160, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
System-wide Outlet Summary
For Years 2021-2023

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2021	0	0	-
	2022	0	0	-
	2023	0	0	-
Company-Owned*	2021	0	2	+2
	2022	2	2	-
	2023	2	2	-
Total Outlets	2021	0	2	+2
	2022	2	2	-
	2023	2	2	-

*These two outlets are owned by our affiliates.

Table No. 2
Transfers of Franchised Outlets to New Owners (other than the Franchisor)
For Years 2021-2023

State	Year	Number of Transfers
ALL STATES	2021	0
	2022	0
	2023	0
TOTALS	2021	0

State	Year	Number of Transfers
	2022	0
	2023	0

Table No. 3
Status of Franchised Outlets
For Years 2021-2023

State	Year	Outlets at Start of the Year	Outlets Opened	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
ALL STATES	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
TOTAL OUTLETS	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0

Table No. 4
Status of Company-Owned Outlets
For Years 2021-2023

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
TX	2021	0	2	0	0	0	2
	2022	2	0	0	0	0	2
	2023	2	0	0	0	0	2
TOTAL OUTLETS	2021	0	2	0	0	0	2
	2022	2	0	0	0	0	2
	2023	2	0	0	0	0	2

Table No. 5
Projected Openings as of December 31, 2023

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
All States	0	0	0
TOTALS	0	0	0

If you buy a MULE BOX® Franchise, your contact information may be disclosed to other buyers when you leave the Franchise System.

Included in this Franchise Disclosure Document as Exhibit C are the names, addresses, and telephone numbers of all of our franchisees. Also included in Exhibit C is a list of franchisees who have had an outlet terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under a franchise agreement during the most recently completed fiscal year or who have not communicated with us within 10 weeks of the application date. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system. Currently, there are none.

As of the issuance date of this Franchise Disclosure Document, there are no franchise organizations sponsored or endorsed by us, and no independent franchisee organizations have asked to be included in this Franchise Disclosure Document. We do not have any trademark specific franchisee organizations.

ITEM 21
FINANCIAL STATEMENTS

Attached as Exhibit A are our audited financial statements as of December 31, 2023. Some of these financial statements are unaudited and include, in the opinion of our management, normal recurring adjustments necessary to fairly state our financial condition as of that date. These financial statements have not been reviewed by an accountant and are incomplete, as they do not contain any financial statement notes. As we were formed in September 2023 and will begin offering franchises at the publication of this Disclosure Document, we have not been in business for three years or more and cannot include all financial statements required by the FTC Rule for our last three fiscal years. Our fiscal year ends on December 31.

ITEM 22
CONTRACTS

The following exhibits contain proposed agreements regarding the Franchise:

Agreement	Location in FDD
Franchise Agreement	Exhibit D
Owners Agreement	Exhibit B to FA
Franchisee Compliance Questionnaire	Exhibit C to FA
State-Required Addenda and Riders	Exhibit E
System Protection Agreement	Exhibit F-1
Form General Release	Exhibit F-2
Form Confidentiality Agreement	Exhibit F-3
EFT Authorization Form	Exhibit F-4
Lease Rider	Exhibit F-5
SBA Loan Agreement Rider	Exhibit F-6

ITEM 23
RECEIPTS

The last two pages of this Franchise Disclosure Document are a detachable document, in duplicate. Please detach, sign, date and return one copy of the Receipt to us, acknowledging that you received this Franchise Disclosure Document. Please keep the second copy for your records.

EXHIBIT A

FINANCIAL STATEMENTS

Thoresen
Diaby
Helle
Condon
& Dodge, Inc.
CPAs & Advisors

Mule Box Franchising Group, LLC
Financial Statements
for the Period from March 27, 2023
to December 31, 2023

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Statement of Cash Flows – for the period from March 27, 2023 to December 31, 2023	5
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TDHCD
CPAs & Advisors

Stephen D. Helle, CPA
Michael J. Condon, CPA
Rachel A. Peters, CPA, CFE
Joseph T. Berndt, CPA

INDEPENDENT AUDITOR'S REPORT

Members
Mule Box Franchising Group, LLC
Grand Prairie, TX

Opinion

We have audited the accompanying financial statements of Mule Box Franchising Group, LLC, (a Texas LLC), which comprise the balance sheet as of December 31, 2023, and the related statements of income (loss) and members' equity, and cash flows for the period from inception March 27, 2023 to December 31, 2023 and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Mule Box Franchising Group, LLC as of December 31, 2023, and the results of its operations and its cash flows for the period from inception March 27, 2023 to December 31, 2023 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. 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 Mule Box Franchising Group, 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 Mule Box Franchising Group, LLC ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

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

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

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Mule Box Franchising Group, LLC 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 Mule Box Franchising Group, 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.

Thoresen Diaby Helle Condon Dodge, Inc.

Minneapolis, Minnesota
February 19, 2024

FINANCIAL STATEMENTS

Mule Box Franchising Group, LLC
Balance Sheet
December 31, 2023

Assets

Current assets		
Cash	$	2,628
Due from related party		3,000
Total current assets		**5,628**
Total assets	**$**	**5,628**

Liabilities and Members' Equity

Current liabilities	$	-
Total liabilities		**-**
Members' equity		**5,628**
Total liabilities and members' equity	**$**	**5,628**

See notes to financial statements

Mule Box Franchising Group, LLC
Statement of Income (Loss) and Members' Equity
For the Period from March 27, 2023 to December 31, 2023

	Amount
Revenues	**$ -**
Cost of goods sold	**-**
Gross profit	**-**
Operating expenses	
Marketing	2,000
Bank charges	60
Professional fees	11,313
Total operating expenses	**13,373**
Net loss	**(13,373)**
Members' equity	
Beginning of period	-
Members contributions	19,000
End of period	**$ 5,628**

See notes to financial statements

Mule Box Franchising Group, LLC
Statement of Cash Flows
For the Period from March 27, 2023 to December 31, 2023

Cash flows from operating activities		
Net loss	$	(13,373)
Net cash used by operating activities		**(13,373)**
Cash flows from investing activities		
Advances to related party		(3,000)
Net cash used by investing activities		**(3,000)**
Cash flows from financing activities		
Members contributions		19,000
Net cash provided by financing activities		**19,000**
Net increase in cash		**2,628**
Cash		
Beginning of period		-
End of period	**$**	**2,628**

See notes to financial statements

Mule Box Franchising Group, LLC
Notes to Financial Statements
December 31, 2023

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES

Business description

Mule Box Franchising Group, LLC (the Company), located in Grand Prairie, TX, is a Texas limited liability company formed on March 27, 2023. The Company offers franchises for operation under the MULE BOX Business trademark and logo of a business that provides a distinctive self-storage rental and moving business featuring the delivery, warehouse storage and transport of mobile, modular self-storage components. The Company's activities are subject to significant risks and uncertainties, including failing to secure a franchisee.

Basis of presentation

The accompanying financial statements are presented in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP) as codified by the Financial Accounting Standards Board.

Franchising

The Company executes franchise agreements that set the terms of its arrangement with each franchisee. The agreements cover a ten-year period. The franchise agreements require the franchisee to pay an initial fee of $100,000. The initial fee is determined by the size of the territory which shall include a minimum of 500,000 viable households. In addition to the initial fee, a rate of $0.20 per viable household will be charged to the franchisee for territories consisting of more than 500,000 viable households. The initial fee is due upon signature of the franchise agreement and is nonrefundable. Each franchisee is required to pay a monthly royalty fee of 6% of monthly gross revenue and a monthly $800 technology fee. Subject to a 30 day notice each franchisee is subject to a national advertising fund contribution of up to 4% of gross sales. Subject to the Company’s approval and payment of a renewal fee totaling $10,000, a franchisee may renew its agreement upon its expiration subject to satisfaction of certain conditions for an additional two consecutive renewal terms of ten years. Direct costs of sales and servicing of franchise agreements are charged to operating expenses as incurred. Franchisees that desire to sell or transfer the business or an interest in it are required to pay a transfer fee of $15,000, plus any commission, broker or referral fees or charges incurred at the time of transfer.

Revenue recognition

The Company accounts for revenue in accordance with FASB ASU No. 2019-09, Revenue from contracts with Customers (Topic 606), implemented from inception.

Performance obligations

A performance obligation is a promise in a contract to transfer a distinct good or service to the client and is the unit of accounting in Topic 606. A contract’s transaction price is allocated to each distinct performance obligation and recognized as revenue when, or as, the performance obligation is satisfied. For contracts with multiple performance obligations, the Company allocates the contract’s transaction price to each performance obligation based on the relative standalone selling price. The primary method used to estimate standalone selling price is the expected cost plus a margin approach, under which the Company forecasts their expected costs of satisfying a performance obligation and then add an appropriate margin for that distinct good or service based on margins for similar services sold on a standalone basis. While determining relative standalone selling price and identifying separate performance obligations require judgment, generally relative standalone selling prices and the separate performance obligations are readily identifiable as the Company sells those performance obligations unaccompanied by other performance obligations.

Mule Box Franchising Group, LLC
Notes to Financial Statements (continued)
December 31, 2023

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (continued)

Revenue recognition (continued)

Franchise revenue

Franchise revenues consist of the initial franchise fee and renewal fees. The Company has identified the following performance obligations in connection with the initial franchise fee:

1. Designation of territory
2. Identify operating assets
3. Intellectual property license
4. Initial training program
5. Marketing materials collateral
6. Commission or referral bonus

Each of the identified performance obligations is considered to be a series of distinct services transferred over time. While the underlying activities may vary from day to day, the nature of the commitments are the same each day, and the franchisee can independently benefit from each day's services.

Under ASC 606, the intellectual property license portion of the initial and renewal fees, are recognized as revenue on a straight-line basis over the term of the respective franchise agreement. All initial franchise fees and renewal fees are due on the date of signing the agreement with the exception of the franchisee financing the initial investment. In this case, the franchisee may agree to take a short-term promissory note until permanent financing is arranged.

Revenue from royalties is recognized in the period in which the franchisee earns the revenue upon which this fee is based. Royalties are computed as a percentage of gross revenues earned by the franchisee.

Revenue from brand fund fees are deferred and classified as a liability until earned. Brand fund fees are computed as a percentage of gross revenue earned by the franchisee.

Revenue from technology fees is recognized in the period in which the franchisee earns the revenue upon which this fee is based. Technology fees are charged at a flat $800 monthly fee.

Revenue from miscellaneous other fees is recognized in the period in which the franchisee earns the revenue upon which this fee is based.

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 differ from those estimates, and such differences may be material.

Mule Box Franchising Group, LLC
Notes to Financial Statements (continued)
December 31, 2023

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (continued)

Cash and cash equivalents

For purposes of the statement of cash flows, the Company considers all highly liquid debt instruments purchased with an original maturity of three months or less to be cash equivalents. The Company did not hold any cash equivalents at December 31, 2023. At times throughout the period, the Company's cash balances may exceed Federal Deposit Insurance Corporation (FDIC) limits. No amounts were in excess of limits at December 31, 2023, and the Company has not experienced any losses from such accounts.

Accounts receivable

Accounts receivable evolve in the normal course of business. It is the policy of management to review the outstanding receivable balance at year end, as well as the bad debt write-offs experienced in the past, and establish an allowance for doubtful accounts for uncollectible amounts. The Company believes no allowance for doubtful accounts is necessary at December 31, 2023. Normal accounts receivable are due net 30 days from the invoice date. Extended terms may be offered on a per customer basis. The Company accrues interest on past due accounts based on terms on a per contract basis.

Advertising costs

Advertising and marketing costs are generally charged to operations in the year incurred and amounted to $2,000 for the period ended December 31, 2023.

Income taxes

The Company has elected under the Internal Revenue Code to be a limited liability company. In lieu of corporation income taxes, Mule Box Franchising Group, LLC is taxed on the Company's taxable income or losses. Therefore, these statements do not include any provision for corporation income taxes, refunds, or deferred income taxes. For state tax purposes the member is taxed on the proportionate share of the Company's taxable income.

Uncertain tax positions

Management has determined that the Company does not have any uncertain tax positions and associated unrecognized benefits that materially impact the financial statements or related disclosures. Since tax matters are subject to some degree of uncertainty, there can be no assurance that the Company's tax filings will not be challenged by the taxing authorities and that the Company or its member will not be subject to additional tax, penalties, and interest as a result of such challenge. Generally, the Company's tax filings remain open for three years. The Company has adopted the policy of expensing any interest or penalties related to uncertain tax positions in other expense on the Statement of Income (Loss) and Members' Equity. For the period ended December 31, 2023, there were no such interest or penalty expenses.

Financial Instruments

The Company's financial instruments consist of advances to related party. It is management's opinion that the Company is not exposed to significant interest rate or credit risks arising from these instruments. Unless otherwise noted, the fair values of these financial instruments approximate their carrying values.

Mule Box Franchising Group, LLC
Notes to Financial Statements (continued)
December 31, 2023

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (continued)

Leases

ASC 842 requires a lessee to recognize a liability to make lease payments and an asset with respect to its right to use the underlying asset for the lease term.

Leases are to be classified as either finance or operating, with classification affecting the pattern of expense recognition in the Statement of Income (Loss) and Members' Equity.

ASU 2016-02 defines a lease as a contract, or part of a contract, that conveys the right to control the use of identified property, plant, or equipment for a period of time in exchange for consideration. To determine whether a contract conveys the right to control the use of the identified asset for a period of time, the customer has to have both (1) the right to obtain substantially all of the economic benefits from the use of the identified asset and (2) the right to direct the use of the identified asset, a contract does not contain an identified asset if the supplier has a substantive right to substitute such asset ("the leasing criteria"). Management only reassesses its determination if the terms and conditions of the contract are changed.

Management determines if an arrangement is a lease at inception. Operating leases are included in right of use (ROU) assets, and lease liability obligations are included in the balance sheet, except for those that qualify for the short-term scope exception of 12 months or less. ROU assets represent the right to use an underlying asset for the lease term and lease liability obligations represent the obligation to make lease payments arising from the lease. ROU assets and liabilities are recognized at commencement date based on the present value of lease payments over the lease term.

Subsequent events

The Company has evaluated subsequent events through February 19, 2024, the date which the financial statements were available to be issued.

NOTE 2 – FRANCHISING

Franchise revenue consisted of the following:

	Period from March 27, 2023 to December 31, 2023
Royalty fees	$ -
Total franchise fee revenue	**$ -**

Information about the number of franchised offices is as follows:

	Period from March 27, 2023 to December 31, 2023
Franchised locations:	
Opened	-
Closed	-
In operation as of December 31, 2023	-

Mule Box Franchising Group, LLC
Notes to Financial Statements (continued)
December 31, 2023

NOTE 2 – FRANCHISING (continued)

As of December 31, 2023, zero existing Mule Box licensees converted into the franchising model and commenced operations.

NOTE 3 – RELATED PARTY TRANSACTIONS

Advances to affiliates

During the period from March 27,2023 to December 31, 2023, the Company advanced non-interest bearing funds for temporary working capital needs to an affiliate. The advances totaled $3,000 as of December 31, 2023. Subsequent to year end, the amount was paid in full by the affiliate.

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

MULE BOX FRANCHISING GROUP LLC
Trial Balance
As of December 31, 2023

	Dec 31, 23	
	Debit	Credit
Chase-Checking	2,627.50	
Due from Mule Box Austin	3,000.00	
Equity-Civalized Storage		9,500.00
Equity-J&S Storage		9,500.00
Advertising and Marketing	2,000.00	
Bank Service Charges	60.00	
Professional Fees	11,312.50	
TOTAL	**19,000.00**	**19,000.00**

EXHIBIT B

LIST OF STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

List of State Regulatory Administrators

We intend to register this disclosure document as a "franchise" in some or all of the following states, if required by the applicable state laws. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, the following are the state administrators responsible for the review, registration, and oversight of franchises in these states:

LIST OF STATE ADMINISTRATORS	
CALIFORNIA Department of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, California 90013-2344 (213) 576-7500 Toll Free (866) 275-2677	**CONNECTICUT** State of Connecticut Department of Banking Securities & Business Investments Division 260 Constitution Plaza Hartford, Connecticut 06103-1800 (860) 240-8230
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** Franchise Bureau Office of the Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465
INDIANA Indiana Secretary of State Franchise Section 302 Washington Street, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681	**MARYLAND** Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2021 (410) 576-6360
MICHIGAN Michigan Attorney General's Office Corporate Oversight Division, Franchise Section 525 W. Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, Michigan 48933 (517) 373-7117	**MINNESOTA** Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101-2198 (651) 539-1600
NEW YORK New York State Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, NY 10005 (212) 416-8222	**NORTH DAKOTA** North Dakota Securities Department State Capitol Department 414 600 East Boulevard Avenue, Fourteenth Floor Bismarck, North Dakota 58505-0510 (701) 328-4712
OREGON Department of Business Services Division of Finance and Corporate Securities Labor and Industries Building 350 Winter Street, NE Room 410 Salem, Oregon 97310 (503) 378-4387	**RHODE ISLAND** Department of Business Regulation Securities Division, Building 69, First Floor John O. Pastore Center 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9527
SOUTH DAKOTA Division of Insurance Securities Regulation 124 S. Euclid, Suite 104 Pierre, South Dakota 57501 (605) 773-3563	**VIRGINIA** State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, Virginia 23219 (804) 371-9051
WASHINGTON Department of Financial Institutions Securities Division, P.O. Box 41200 Olympia, WA 98504-1200 (360) 902-8760	**WISCONSIN** Division of Securities 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-2139

List of Agents for Service of Process

We intend to register this disclosure document as a "franchise" in some or all of the following states, if required by the applicable state law. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, we will designate the following state offices or officials as our agents for service of process in these states:

LIST OF STATE AGENT FOR SERVICE OF PROCESS	
CALIFORNIA Commissioner Department of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, California 90013-2344 (213) 576-7500 Toll Free (866) 275-2677	**CONNECTICUT** Banking Commissioner Department of Banking Securities & Business Investments Division 260 Constitution Plaza Hartford, Connecticut 06103-1800 (860) 240-8230
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 Office of the Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465
INDIANA Indiana Secretary of State Franchise Section 302 West Washington Street, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681	**MARYLAND** Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202-2021 (410) 576-6360
MICHIGAN Michigan Attorney General's Office Corporate Oversight Division, Franchise Section 525 W. Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, Michigan 48933 (517) 373-7117	**MINNESOTA** Minnesota Commissioner of Commerce Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101-2198 (651) 539-1600
NEW YORK Secretary of State 99 Washington Avenue Albany, NY 12231 (518) 472-2492	**NORTH DAKOTA** North Dakota Securities Commissioner State Capitol 600 East Boulevard Avenue, Fifth Floor Bismarck, North Dakota 58505 (701) 328-4712
OREGON Secretary of State Corporation Division - Process Service 255 Capitol Street NE, Suite 151 Salem, OR 97310-1327 (503) 986-2200	**RHODE ISLAND** Director of Department of Business Regulation Department of Business Regulation Securities Division, Building 69, First Floor John O. Pastore Center 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9527
SOUTH DAKOTA Division of Insurance Securities Regulation 124 S. Euclid, Suite 104 Pierre, South Dakota 57501 (605) 773-3563	**VIRGINIA** Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, Virginia 23219 (804) 371-9733
WASHINGTON Director, Department of Financial Institutions Securities Division, 3rd Floor 150 Israel Road, Southwest Tumwater, Washington 98501 (360) 902-8760	**WISCONSIN** Administrator, Division of Securities 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-2139

EXHIBIT C

LIST OF CURRENT FRANCHISEES

CURRENT FRANCHISEES

NONE.

FORMER FRANCHISEES

NONE.

EXHIBIT D

FRANCHISE AGREEMENT
WITH ATTACHMENTS

FRANCHISE AGREEMENT

between

MULE BOX FRANCHISING GROUP, LLC

and

_____

FRANCHISEE

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ATTACHMENTS

Attachment A	Franchise Data Sheet
Attachment B	Owners Agreement
Attachment C	Franchisee Compliance Questionnaire

MULE BOX FRANCHISING GROUP, LLC

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT ("Agreement") is made and entered into by and between MULE BOX FRANCHISING GROUP, LLC, a Texas limited liability company with a principal business address at 909 Avenue T, Suite #200, Grand Prairie, TX, 75050 ("we," "us," or "our"), and the franchise owner identified on the signature block of this Agreement ("you" or "your"), as of the date signed by us and set forth opposite of our signature on this Agreement ("Effective Date").

1. PREAMBLES, ACKNOWLEDGMENTS, AND GRANT OF FRANCHISE.

1A. PREAMBLES.

We have, with considerable effort, developed a proprietary system that offers a distinctive self-storage rental and moving business featuring the delivery, warehouse storage and transport of mobile, modular self-storage components within a specified geographic area ("MULE BOX® Business(es)"). We have a distinctive business format, methods, procedures, designs, standards, and specifications, which we may improve, further develop, or otherwise modify from time to time.

We use, promote, and license certain trademarks, service marks, and other commercial symbols to be used in connection with the operation of MULE BOX® franchises ("MULE BOX® Franchise"), and we may create, use, and license other trademarks, service marks, and commercial symbols for the same use (collectively, the "Marks").

We grant to persons who meet our qualifications and are willing to undertake the investment and effort the right to license and operate a MULE BOX® Business offering the products and services we authorize using our business formats, methods, procedures, signs, designs, standards, specifications, and Marks we authorize ("System").

As a franchise owner of a MULE BOX® Business, you must comply with this Agreement and all system standards. System standards are defined in the confidential operations manual as mandatory and suggested specifications, policies, standards, safety standards, operating procedures, and rules ("System Standards") we periodically prescribe for operating a MULE BOX® Business and information on your other obligations under this Agreement in order to maintain the high and consistent quality critical to attracting and keeping clients of a MULE BOX® Business and preserving the goodwill of the Marks.

1B. CORPORATION, LIMITED LIABILITY COMPANY, OR PARTNERSHIP.

If you are a corporation, limited liability company, or general or limited partnership (collectively, an "Entity"), you agree and represent that:

(1) you have the authority to execute, deliver, and perform your obligations under this Agreement and all related agreements and are duly organized or formed and validly existing in good standing under the laws of the state of your incorporation or formation;

(2) your organizational documents, operating agreement, or partnership agreement, have been provided to us and recite that this Agreement restricts the issuance and transfer of any ownership interests in you, and all certificates and other documents representing ownership interests in you will bear a legend referring to this Agreement's restrictions;

(3) Attachment A to this Agreement completely and accurately describes your owners and their interests in you as of the Effective Date;

(4) if you are an Entity, each owner (i.e., each person holding an ownership interest in you) must sign an Owners Agreement in the form attached hereto as Attachment B guarantying the obligations of the Entity, undertaking to be bound, jointly and severally, by all provisions of this Agreement and any ancillary agreements between you and us. We also require that the spouses of the MULE BOX® Franchise owners sign the Owners Agreement. The Owners Agreement contains a personal guaranty and covenant not to compete. All of your employees, independent contractors, agents or representatives that may have access to our Confidential Information must sign a Confidentiality Agreement (unless they already signed a System Protection Agreement), the current form of which is attached to the Franchise Disclosure Document in Exhibit G.

(5) the MULE BOX® Franchise will be the only business you operate like those described in the Franchise Disclosure Document during the term of this Agreement (although your owners may own other, non-competitive business interests);

(6) you identified on Attachment A one of your owners who is a natural person with at least twenty-five percent (25%) ownership interest and voting power in you and has the authority of a chief executive officer and who will be principally responsible for communicating with us about your MULE BOX® Business ("Managing Owner"). If you are an Entity with multiple owners, one of your owners who is a natural person must have at least fifty-one percent (51%) ownership interest and voting power in you (including a spouse's interest), unless we approve otherwise in writing. You delivered to us a completed Attachment A to accurately identify the Managing Owner; and you are in good standing with the state where your Entity is formed.

1C. GRANT AND TERM OF FRANCHISE.

We grant you a franchise to own and operate a MULE BOX® Franchise in a specific area selected pursuant to Section 2A below. The term ("Term") of the Franchise and this Agreement begins on the Effective Date and expires ten (10) years after the Effective Date, unless terminated earlier. You agree to faithfully, honestly, and diligently to perform your obligations under this Agreement and to use your best efforts to promote the MULE BOX® Franchise. If you do not sign a Successor Franchise Agreement prior to the expiration of this Agreement (See Section 13B) and you continue to accept the benefits of this Agreement after the expiration of this Agreement, then at our option this Agreement may be treated either as: (i) expired as of the date of expiration with you then operating without a franchise to do so and in violation of our rights; or (ii) continued on a month-to-month basis ("Interim Period") until one party provides the other with written notice of such party's intent to terminate the Interim Period, in which case the Interim Period will terminate 30 days after receipt of the notice to terminate the Interim Period. In the latter case, all your obligations shall remain in full force and effect during the Interim Period as if this Agreement had not expired, and all obligations and restrictions imposed on you upon expiration of this Agreement shall be deemed to take effect upon termination of the Interim Period.

1D. PROTECTED TERRITORIAL RIGHTS.

During the Term, and for so long as you are in compliance with all of your obligations hereunder, except as otherwise provided in this Agreement, and subject to our reservation of rights as set forth in this Section 1, we will not establish, franchise or license another person or entity to establish, a MULE BOX® Business within the Territory identified in Attachment A ("Territory"). Except as otherwise specifically provided in this Agreement, this Agreement does not restrict us and does not grant rights to you to pursue any of our other business concepts other than the MULE BOX® Business. We retain the rights to service or designate ourselves or other franchisees to provide warranty service in your Territory, at our sole discretion. You will not be entitled to compensation in such cases. We will only exercise this right if a customer requests that you do not perform the warranty services, or we determine that you are unwilling or unable to perform the services. You will be required to reimburse us or our designees for such services.

We retain the rights to service or designate ourselves or other MULE BOX® Businesses to service national accounts in your Territory. You are not entitled to any national account work in your Territory. "National

Account" means any customer: (i) that conducts its business for its own account or through agents, affiliates, independent contractors or franchisees in two or more states in the United States; (ii) a regional or national chain with eight or more locations which client or chain has contracted with us to obtain MULE BOX® products and services for three or more of its locations from us and/or MULE BOX® Businesses; or (iii) which owns, manages, controls or otherwise has responsibility for MULE BOX® Businesses in more than one location and whose presence is not confined within any one particular MULE BOX® Business' Territory. If we permit you to service National Accounts, we may revoke our approval for you to perform any services for National Accounts at any time in our sole discretion. In the event a National Account customer of yours notifies us at any time during the performance of customer work by you that it is dissatisfied with your service for any reason, we, our affiliates, or designee may complete the customer work or contract with another company or another MULE BOX® Business to complete the customer work at your expense, including our costs and expenses.

You may directly market to or solicit customers whose principal business office or residence is outside of your Territory and may advertise in any media whose primary circulation is outside of the Territory, so long as all products and services are sold in your Territory or in accordance with our territory policies in the Confidential Operations Manual. We do not grant a right of first refusal to franchisees to purchase new or existing locations.

1F. TERRITORIAL RIGHTS WE RESERVE.

We reserve all rights and discretion with respect to the marks and system, including the right:

(1) to own, franchise or operate MULE BOX® Businesses at any location outside of the Territory, regardless of the proximity to your MULE BOX® Business;

(2) to use the Marks and the System to sell any products or services similar to those which you will sell, through any alternate channels of distribution within or outside of your Territory. This includes, but is not limited to, other channels of distribution such as television, through outlets at a fixed location, or over the Internet. We exclusively reserve the Internet as a channel of distribution for us, and you may not independently market on the Internet or conduct e-commerce except as set forth in our Confidential Operations Manual;

(3) to offer and sell products under the Marks or any other marks through retail locations within or outside of the Territory;

(4) to use and license the use of other proprietary and non-proprietary marks or methods which are not the same as or confusingly similar to the Marks, whether in alternative channels of distribution or in the operation of a business that provides self-storage rental and moving featuring the delivery, warehouse storage and transport of mobile, modular self-storage components and related products and services, at any location, including within the Territory, which may be similar to or different from the MULE BOX® Business operated by you;

(5) to purchase or be purchased by, or merge or combine with, any businesses, including a business that competes directly with your MULE BOX® Business, wherever located;

(6) to acquire and convert to the System operated by us, any businesses offering products and services similar to those offered by MULE BOX® Businesses, including such businesses operated by competitors or otherwise operated independently or as part of, or in association with, any other system or chain, whether franchised or corporately-owned, and whether located inside or outside of the Territory; provided that in such situations, the newly-acquired businesses may not operate under the Marks in the Territory;

(7) to service national accounts (described in Section 1E above) within the Territory, or allow other Mule Box® Businesses or third parties to service national accounts if a National Account customer of

yours notifies us that it is dissatisfied with your service for any reason, or if you are in default, unable or unwilling to provide necessary products or services; and

(8) to implement multi-area marketing programs which may allow us or others to solicit or sell to customers anywhere. We also reserve the right to issue mandatory policies to coordinate such multi-area marketing programs.

We are not required to pay you if we exercise any of the rights specified above within your Territory.

1G. MODIFICATION OF FRANCHISE SYSTEM.

Because complete and detailed uniformity under many varying conditions may not be possible or practical, you acknowledge that we specifically reserve the right and privilege, as we consider best, in our sole discretion, to modify System Standards for any franchise owner based upon circumstances that we consider important to promote that franchise owner's successful operation. We may choose not to authorize similar variations or accommodations to you or other franchisees and are not required to do so.

2. SITE AND DEVELOPMENT AND OPENING OF THE MULE BOX® FRANCHISE.

2A. APPROVED LOCATION: 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 wherein Franchisee must locate and secure the Premises as detailed more fully in Section 6(A) of this Agreement.

2B. OPERATING ASSETS.

You agree to use only the equipment, vehicle, supplies and other items ("Operating Assets") that we approve for MULE BOX® Franchises as meeting our specifications and standards for quality, design, appearance, function, and performance. You agree to place or display only the signs, emblems, lettering, logos, and display materials that we approve from time to time. You agree to purchase or lease approved brands, types, or models of Operating Assets only from suppliers we designate or approve (which may include or be limited to us and/or our affiliates).

2C. COMPUTER SYSTEM.

You agree to obtain and use our required computer hardware and/or operating software, programs, or websites we specify from time to time in our Confidential Operations Manual ("Computer System"). You may be required to purchase a mobile data plan for the Computer System. We may modify specifications for and components of the Computer System from time to time. You also agree to maintain a functioning email address and a high-speed internet connection. Our modification of specifications for the Computer System, and/or other technological developments or events, may require you to purchase, lease, and/or license new or modified computer hardware and/or software and to obtain service and support for the Computer System. You acknowledge and agree that changes to technology are dynamic and not predictable within the terms of this Agreement. Although we cannot estimate the future costs of the Computer System or required service or support, and although these costs may not be fully amortizable over this Agreement's

remaining term, you agree to incur the costs of obtaining the computer hardware and software comprising the Computer System (or additions and modifications) and required service or support. You will be responsible for any increase in fees that result from any upgrades, modifications or additional software. We have no obligation to reimburse you for any Computer System costs. You agree to obtain the Computer System we currently require at least four weeks prior to the opening of the MULE BOX® Business. During your operation of the MULE BOX® Franchise pursuant to this Agreement, you must, within 30 days after you receive notice from us, obtain any new Computer System components we designate and ensure that your Computer System, as modified, functions properly, including any updates to the software as may be provided. We reserve the right to upgrade, modify, and add new software.

Although you agree to buy, license, use, and maintain the Computer System according to our standards and specifications, you will have sole and complete responsibility for: (1) the acquisition, operation, maintenance, and upgrading of the Computer System; (2) the manner in which your Computer System interfaces with our and any third party's computer system; and (3) backing up all necessary data; (4) maintaining and updating an anti-virus software program; and (5) any and all consequences if the Computer System is not properly operated, maintained, backed up, and upgraded.

2D. COMPUTER SYSTEM DATA.

You must record all revenue on the Computer System. You must store all data and information in the Computer System that we designate, and report data and information in the manner we specify. The Computer System will generate reports on the Gross Sales of your MULE BOX® Franchise. We own all data generated by the Computer System concerning the MULE BOX® Franchise, including financial information of the MULE BOX® Franchises and customer data and customer lists. Your right to access and use this data is granted pursuant to the terms of this Agreement. Upon termination or expiration of this Agreement, all rights to such data will also terminate. We have access to the Computer System, subject to applicable laws, and we have the right to collect and retain any and all information and data from the Computer System that concerns the MULE BOX® Franchise. We may access the electronic information and data from your Computer System remotely, in your MULE BOX® Business, or from other locations. We can use this information and data in any manner to promote the System and for the sale of MULE BOX® Franchises. This may include posting financial information of each franchisee on an intranet website. There is no contractual limitation on our right to receive or use information through our data management and intranet systems.

2E. MULE BOX® FRANCHISE OPENING.

You may not open the MULE BOX® Franchise until:

(1) we notify you in writing that the MULE BOX® Franchise meets our standards and specifications (although our acceptance is not a representation or warranty, express or implied, that the MULE BOX® Franchise complies with any engineering, licensing, environmental, labor, health, building, fire, sanitation, occupational, landlord's, insurance, safety, tax, governmental, or other statutes, laws, ordinances, rules, regulations, requirements, or recommendations, nor a waiver of our right to require continuing compliance with our requirements, standards, or policies);

(2) you, your Managing Owner, or, if applicable, Designated Manager, as defined in Section 8F, and other required attendees satisfactorily complete applicable portions of training before opening;

(3) you pay the Initial Franchise Fee, as defined in Section 3A, and all other amounts then due to us;

(4) you give us certificates for all required insurance policies (as described in Section 8G);

(5) you notify us that all approvals and conditions stated in this Agreement have been met;

(6) you have acquired all required permits and licenses; and

(7) you have ordered and received your equipment, supplies, inventory, and related materials

Subject to your compliance with the conditions above, you agree to open the MULE BOX® Business to the public no more than 120 days after the Effective Date. You must be prepared to open and operate your MULE BOX® Business immediately after we state your MULE BOX® Business is ready for opening. The date that the MULE BOX® Business first opens to the public shall be referred to herein as the "Opening Date." If you fail to open the MULE BOX® Business within 120 days of signing this Agreement, you will have the right to request, in writing, one or more 30-day extension periods to open your MULE BOX® Business.

2F. VEHICLE.

You must obtain and use a dedicated vehicle approved by us to operate the MULE BOX® Business in accordance with the System Standards ("Vehicle"). You must either already own, purchase or lease a vehicle for your MULE BOX® Franchise or obtain prior approval for use of an alternate vehicle as set forth in our Confidential Operations Manual. You may, but are not required to, utilize more than one Vehicle.

You must:

(1) at your sole expense, outfit the Vehicle in accordance with our then-current System Standards, as provided in the Confidential Operations Manual, and at our request, periodically update or improve the appearance of the Vehicle at our request (any such updates or improvements must be made within 30 days of our delivery of notice to you that such updates or improvements must be made);

(2) maintain the condition of the Vehicle consistent with the image of a MULE BOX® Franchise;

(3) place or display on the Vehicle only the signs, emblems, lettering and logos that we provide or approve;

(4) not sell or otherwise transfer the Vehicle (other than to us) without first removing all the Marks from the Vehicle; and. allow us to inspect the Vehicle as described in the Confidential Operations Manual and upon our request.

2G. EQUIPMENT.

You are required to use dedicated equipment (the "Equipment") in the operation of your MULE BOX® Business. You must either already own, purchase or lease the then-current, approved Equipment for your MULE BOX® Franchise, or obtain prior approval for use of alternate equipment. We have a list of approved Equipment in our Confidential Operations Manual. You may, but are not required to, utilize more than one of each type of Equipment.

You must:

(1) at your sole expense, outfit the Equipment, where applicable, in accordance with our then-current System Standards, as provided in the Confidential Operations Manual, and at our request, periodically update or improve the Equipment, where applicable (any such updates or improvements must be made within 30 days of our delivery of notice to you that such updates or improvements must be made);

(2) maintain the condition of the Equipment consistent with the image of a MULE BOX® Franchise;

(3) not use the Equipment for any purpose other than the operation of the MULE BOX® Business as described herein, unless you obtain written authorization from us;

(4) place or display on the Equipment only the signs, emblems, lettering and logos that we provide or approve;

(5) not sell or otherwise transfer the Equipment (other than to us) without our prior written approval and without first removing all the Marks from the Equipment; and allow us to inspect the Equipment in the frequencies and manners described in the confidential operations manual and upon our request.

3. FEES.

Except as stated herein, all fees listed in this Section, once paid, shall be nonrefundable in all circumstances.

3A. INITIAL FRANCHISE FEE.

You must pay us an initial franchise fee ("Initial Franchise Fee") as stated in Attachment A. The Initial Franchise Fee is fully earned by us when paid and is not refundable under any circumstances.

3B. ROYALTY FEE.

You agree to pay us an ongoing royalty fee equal to six percent (6%) of monthly Gross Sales ("Royalty Fee"). We will waive the Royalty Fee for three months from the date you rent your first box. The Royalty Fee is an ongoing payment for the right to use the Marks and the intellectual property of the System and for our ongoing assistance. You acknowledge that we are entering into this Agreement with the expectation that we will receive a Royalty Fee over the full term of this Agreement.

3C. DEFINITION OF "GROSS SALES".

"Gross Sales" means the sales revenue generated from the services provided through your MULE BOX® Business and all other income, revenue and consideration of every kind and nature related to the MULE BOX® Business, whether for cash or credit, and regardless of collection in the case of credit, and all proceeds from any business interruption insurance, but not including: (a) any sales taxes or other taxes you collect from customers for, and thereafter paid directly to, the appropriate taxing authority; and (b) any bona fide refunds you make to customers. In the event of a dispute, we have the final authority, in our sole discretion, to determine the Gross Sales for your MULE BOX® Business.

You agree to pay the amount of any tax imposed by any federal, state, municipal or other governmental authority as and when due. If you render services to a customer or otherwise recognize a sale (whether or not you have received payment from the customer), the amount of Gross Sales upon which Royalty Fee is calculated will include any services that began during the calculating period, regardless of whether the services are complete.

3D. TECHNOLOGY FEE.

You will pay us a monthly fee for technology we manage and make accessible to you. Currently, our monthly fee is $800 per month (the "Technology Fee"). We reserve the right to modify the technology, software, and hardware we manage for you. There is no cap on the amount we can increase the Technology Fee.

3E. LATE PAYMENTS/INSUFFICIENT FUNDS.

Any payment not made by the due date will be deemed overdue. You will pay us a late fee of $25 per day if any payment due to us or our affiliates is not made by the due date. All amounts which you owe us will bear interest equal to the lesser of one and one-half percent (1.5%) per month or the highest amount allowed by law beginning with the original due date and accruing until the original amounts plus late fees are paid off. We may debit your bank account automatically or deduct from any amounts you may owe us or our

affiliates. You acknowledge this Section is not our agreement to accept any payments after they are due or our commitment to extend credit to, or otherwise finance your operation of, the MULE BOX® Business.

You will be required to pay us the greater of $100 per occurrence, or the highest amount allowed by law, if any check or EFT payment from you is not successful due to insufficient funds, stop payment, or any similar event.

3F. APPLICATION OF PAYMENTS.

Despite any designation you make, we may apply any of your payments to any of your past due indebtedness to us. We may set off any amounts you or your owners owe us or our affiliates against any amounts we or our affiliates owe you or your owners. You may not withhold payment of any amounts you owe us due to our alleged nonperformance of any of our obligations under this Agreement.

3G. METHOD OF PAYMENT.

Each Royalty Fee payment shall be, without exception, accompanied by a statement of the previous month's Gross Sales on a form approved by us and provided to you. This form may be electronic or generated by the proprietary software. Each failure to include a fully completed statement of the previous month's Gross Sales with the Royalty Fee payable to us when due shall constitute a material breach of this Agreement.

We may debit your business checking account ("EFT Account") for all fees and other payments due to us under this Agreement, including the Royalty Fee payments, Local Advertising Fund contributions (defined in Section 9A), and any other payments that you owe to us, when such amounts are due to us as provided in this Agreement. You shall be required to execute the ACH Authorization form contained in Exhibit G of our Franchise Disclosure Document. The EFT Account must maintain a minimum balance of $1,500 against which we will withdraw funds due to us. You may also, upon our written request, be required to keep a valid Visa or MasterCard credit card on file with us. You shall not subordinate to any other obligation your Royalty Fee, National Advertising Fund contribution, or any other fee or payment due to us or any affiliate of us under this Agreement. We reserve the right to charge a service fee of up to four percent (4%) for any payment paid to us or our affiliates by credit card.

We require you to remit fees and other amounts due to us hereunder via EFT or other similar means utilizing our approved computer system or otherwise. You agree to comply with procedures specified by us and/or perform such acts and deliver and execute such documents, including authorization for direct debits from your business bank operating account, as may be necessary to assist in or accomplish payment by such method. Under this procedure, you shall authorize us to initiate debit entries and/or credit correction entries to a designated checking or savings account for payments of fees and other amounts payable to us and any interest charged due thereon. You shall make funds available to us for withdrawal by electronic transfer no later than the due date for payment therefore. If you have not timely reported the Gross Sales to us for any reporting period, then we shall be authorized, at our option, to debit your account in an amount equal to: (a) the fees transferred from our account for the last reporting period for which a report of the Gross Sales was provided to us as required; or (b) the amount due based on information retrieved from our approved computer system.

3H. CUSTOMER SATISFACTION.

We may, in our sole discretion, remedy any issues with customers of your MULE BOX® Business, including full reimbursement of any fees paid to you. You are required to reimburse us for any such costs, payable upon demand, if a customer of your MULE BOX® Business contacts us with a complaint and we provide a gift card, refund, other value to the customer, or the full value of the services performed by another franchisee or contracting company to redo services performed by you as part of our addressing the issue. This also applies to any warranty work that we or another franchisee may perform in your Territory at our discretion.

4. TRAINING AND ASSISTANCE.

4A. INITIAL TRAINING; INITIAL TRAINING FEE.

You are required to complete our initial training program at the times and places we designate ("Initial Training Program"). You or the Managing (if you are an entity), or your Designated Manager, if applicable, must complete the Initial Training Program to our satisfaction prior to the MULE BOX® Business opening to the public. If your attendee cannot complete the Initial Training Program to our satisfaction, we may terminate this Agreement. You must complete the Initial Training Program by the earlier of the Opening Date or 90 days after you sign this Agreement. We do not charge you for one attendee to attend the Initial Training Program. Additional persons may attend the initial training program at our then-current daily training fees. You agree to pay for all wages, travel, lodging, meals, and living expenses of the required attendee and each additional attendee of yours. You will not receive any compensation or reimbursement for services or expenses for participation in the initial training program.

4B. ONGOING TRAINING.

We may require that you, your Managing Owner or your Designated Manager attend and satisfactorily complete various training courses and continuing education courses that we periodically choose to provide, or designate a third party to provide, at your cost at the times and locations that we designate, upon not less than 30 days' prior written notice. We may charge a tuition fee for these courses. You agree to pay all wages, travel, lodging, meals, and living expenses of your attendees.

We periodically may provide and require that you and/or your Designated Manager or any of your staff attend seminars or refresher training programs as required in the confidential operations manual and charge you for these programs. If we conduct an inspection of your MULE BOX® Business and determine you are not operating in compliance with this Agreement, we may require that you attend remedial training that addresses your operational deficiencies. You may also request that we provide additional training (either at corporate headquarters or at your MULE BOX® Business), which we may provide and you must pay our then-current fees and all costs and expenses. Attendance at these training programs will be at our then-current rate, plus expenses, including wages, travel, lodging, meals, and living expenses of all attendees, at your sole expense. In addition to participating in ongoing training, you, your Managing Owner, or your Designated Manager will be required to attend an annual meeting of all franchisees at a location we designate. You are responsible for all wages, travel, lodging, meals, and living expenses for your attendees. If you do not attend the convention, you shall pay us within ten days of the beginning of any annual convention, our then-current convention fee, currently $1,500 ("Convention Fee"), or such other amount as we determine in our sole discretion, and your failure to attend an annual convention or a required meeting is a default under this Agreement. You understand and agree that any specific ongoing training or advice we provide does not create an obligation (whether by course of dealing or otherwise) to continue to provide such specific training or advice, all of which we may discontinue and modify from time to time. We may preclude you from participating in any convention or program if you are in default of this Agreement or if you have had two or more notices of default in the year prior to the convention or program.

4C. GENERAL GUIDANCE.

We will advise you from time to time regarding the MULE BOX® Franchise operation based on your reports or our inspections and will guide you with respect to: (i) standards, specifications, operating procedures and methods that MULE BOX® Businesses use; (ii) purchasing required and authorized Operating Assets and other items and arranging for their distribution to you from us or suppliers; (iii) advertising and marketing materials and programs; (iv) employee training; and (v) administrative, bookkeeping, accounting, and inventory control procedures. We will guide you through our operations and brand standards manual ("Confidential Operations Manual"), in emails or other written materials, through the use of electronic media, telephone conferences, and/or meetings at our office or at your MULE BOX® Business.

4D. CONFIDENTIAL OPERATIONS MANUAL.

Any required standards exist to protect our interests in the System and the Marks and not for the purpose of establishing any control or duty to take control over those matters that are reserved to you. The required standards generally will be set forth in the Confidential Operations Manual or other written materials. The Confidential Operations Manual also will include guidelines or recommendations in addition to required standards. In some instances, the required standards will include recommendations or guidelines to meet the required standards. You may follow the recommendations or guidelines or some other suitable alternative, provided you meet and comply with the required standards. In other instances, no suitable alternative may exist. In order to protect our interests in the System and Marks, we reserve the right to determine if you are meeting a required standard and whether an alternative is suitable to any recommendations or guidelines.

We will loan to you or make available to you on our website during the Term one copy of our Confidential Operations Manual, which could include audio, video, compact disks, computer software, other electronic media, and/or written materials. The Confidential Operations Manual contains mandatory and suggested standards, specifications, operating procedures, and rules that we periodically prescribe for operating a MULE BOX® Franchise and information on your other obligations under this Agreement. We may modify the Confidential Operations Manual periodically to reflect changes in System Standards.

If there is a dispute over its contents, our master copy of the Confidential Operations Manual shall control. You agree that the Confidential Operations Manual's contents are confidential and that you will not disclose the Confidential Operations Manual to any person other than MULE BOX® Franchise employees who need to know its contents. You may not at any time copy, duplicate, record, or otherwise reproduce any part of the Confidential Operations Manual. If your copy of the Confidential Operations Manual is lost, destroyed, or significantly damaged, you agree to obtain a replacement copy at our then-current charge.

At our option, we may post some or all of the Confidential Operations Manual on a restricted website or extranet to which you will have access. If we do so, you agree to monitor and access the website or extranet for any updates to the Confidential Operations Manual or System Standards. Any passwords or other digital identifications necessary to access the Confidential Operations Manual on a website or extranet will be deemed to be part of Confidential Information (defined in Section 6 below).

You acknowledge that your compliance with the Confidential Operations Manual is vitally important to us and other System franchisees and is necessary to protect our reputation and the goodwill of the Marks and to maintain the uniform quality of operation of the System. However, while the Confidential Operations Manual is designed to protect our reputation and the goodwill of the Marks, it is not designed to control the day-to-day operation of the MULE BOX® Business.

4E. DELEGATION OF PERFORMANCE.

You agree we have the right to delegate the performance of any portion or all of our obligations under this Agreement to third-party designees, whether these designees are our agents or independent contractors with whom we have contracted for: (i) the performance of any portion or all of our obligations under this Agreement; and (ii) any right that we have under this Agreement. If we do so, such third-party designees will be obligated to perform the delegated functions for you in compliance with this Agreement.

4F. STAFFING.

The parties intend by this Agreement to establish between you and us only the relationship of franchisor and franchisee. You have no authority to create or assume in our name or on our behalf, any obligation, express or implied, or to act or purport to act as our agent or representative for any purpose whatsoever. Neither we nor you are the employer, employee, agent, partner or co-venturer of or with the other, each of us being independent. You will not hold yourself out as our agent, employee, partner or co-venturer. Neither you nor we have the power to bind or obligate the other except specifically as stated in this Agreement. We

and you agree that the relationship created by this Agreement is one of an independent contractor and not a fiduciary relationship.

We will not be obligated for any damages, claim, or obligation to any person or property, directly or indirectly arising out of your operation of the MULE BOX® Business, whether or not caused by your negligent or willful action or failure to act, or your use of the Marks in a manner not in accordance with this Agreement. You must not use any of the Marks in signing any contract or in applying for any license or permit or in a manner that may result in our liability for your debts or obligations.

All employees or independent contractors hired by or working for you will be your employees or independent contractors alone and will not, for any purpose, be deemed our employees or subject to our control, most particularly with respect to any mandated or other insurance coverage, tax or contributions, or requirements pertaining to withholdings levied or fixed by any city, state or federal governmental agency. You and we will file our own tax, regulatory and payroll reports, and be responsible for all employee benefits and workers compensation payments with respect to our respective employees and operations, and we will save and indemnify one another of and from any liability of any nature whatsoever by virtue thereof. We will not have the power to hire or fire your employees. You expressly agree, and will never contend otherwise, that our authority under this Agreement to certify certain of your employees or independent contractors for qualification to perform certain functions for the MULE BOX® Business does not directly or indirectly vest in us the power to hire, fire or control any such employee or independent contractor. You alone are solely responsible for all hiring and employment decisions and functions relating to the MULE BOX® Business, including, without limitation, those related to hiring, firing, training, establishing remuneration, compliance with wage and hour requirements, personnel policies, benefits, recordkeeping, supervision, and discipline of employees, regardless of whether you have received advice from us on these subjects or not. You agree that any direction you receive from us regarding employment policies should be considered as examples, that you alone are responsible for establishing and implementing your own policies, and that you understand that you should do so in consultation with local legal counsel well-versed in employment law.

You acknowledge and agree, and will never contend otherwise, that you alone will exercise day-to-day control over all operations, activities and elements of the MULE BOX® Business and that under no circumstances shall we do so or be deemed to do so. You further acknowledge and agree, and will never contend otherwise, that the various requirements, restrictions, prohibitions, specifications and procedures of the System which you are required to comply with under this Agreement, whether set forth in the Confidential Operations Manual or otherwise, do not directly or indirectly constitute, suggest, infer or imply that we control any aspect or element of the day-to-day operations of the MULE BOX® Business, which you alone control, but only constitute standards you must adhere to when exercising your control of the day-to-day operations of the MULE BOX® Business.

You agree to inform each of your employees that you alone are their employer, and that we are not. Within seven days of our request, you and each of your employees will sign an employment acknowledgment form stating that you alone are the employee's employer. You will use your legal name on all documents for use with your employees or contractors, including, but not limited to, employment applications, timecards, pay checks, and employment and independent contractor agreements, and you will not use the Marks on these documents.

4G. ON-SITE LAUNCH SUPPORT TRAINING; ON-SITE SUPPORT FEE.

Once you have received and built your MULE BOX® containers we will provide you with on-site training for 3 days (the "On-site Launch Support"). The On-site Launch Support will reinforce training, operation of the required software, deliver and truck driving training. The On-site Support Fee is $5,000.00 and is due upon invoicing prior to our visit. The On-site Support Fee is deemed fully earned by us once paid and is non-refundable for any reason.

5. INTELLECTUAL PROPERTY.

5A. OWNERSHIP AND GOODWILL OF MARKS.

Your right to use the Marks is derived only from this Agreement and limited to your operating the MULE BOX® Franchise according to this Agreement and all System Standards we prescribe during its Term. Your unauthorized use of the Marks is a breach of this Agreement and infringes our rights in the Marks. You acknowledge and agree that any unauthorized use of the Marks will cause us irreparable harm for which there is no adequate remedy at law and will entitle us to injunctive relief. You acknowledge and agree that your use of the Marks and any goodwill established by that use are exclusively for our benefit and that this Agreement does not confer any goodwill or other interests in the Marks upon you (other than the right to operate the MULE BOX® Franchise under this Agreement). All provisions of this Agreement relating to the Marks apply to any additional proprietary trade and service marks we authorize you to use. You may not, during or after this Agreement's Term, contest or assist any other person in contesting the validity, or our ownership, of the Marks.

5B. LIMITATIONS ON YOUR USE OF MARKS.

You agree to use the Marks as the MULE BOX® Franchise's sole identification, except that you agree to identify yourself as its independent owner and operator in the manner we prescribe in the Confidential Operations Manual or otherwise in writing to you. You have no right to sublicense or assign your right to use the Marks. You may not use any Mark or name similar to the Mark: (i) as part of any corporate or legal business name; (ii) with any prefix, suffix, or other modifying words, terms, designs, or symbols (other than logos we have licensed to you); (iii) in selling any unauthorized products or services; or (iv) in any other manner that we have not expressly authorized in writing. You may not use any Mark as part of any domain name, homepage, electronic address, social media website, or otherwise for a Website, without our prior written consent, and then only on the terms we specify.

You may not use any Mark in advertising the transfer, sale, or other disposition of the MULE BOX® Franchise or an ownership interest in you without our prior written consent, which we will not unreasonably withhold. You agree to display the Marks prominently as we prescribe in the operation of the MULE BOX® Franchise and on forms, advertising, supplies, and other materials we designate. You agree to give the notices of trade and service mark registrations we specify and to obtain any fictitious or assumed name registrations required under applicable law. You must indicate to the public in any contract, advertisement, and with a conspicuous sign in your MULE BOX® Business that you are an independently-owned and operated licensed franchisee of Mule Box Franchising Group, LLC.

5C. NOTIFICATION OF INFRINGEMENTS AND CLAIMS.

We will defend you against any claim brought against you by a third party that your use of the Marks, in accordance with the Franchise Agreement, infringes upon that party's intellectual property rights. We may require your assistance, but we will exclusively control any proceeding or litigation relating to our Marks. We have no obligation to pursue any infringing users of our Marks or protect you against unfair competition arising out of your use of the Marks. If we learn of an infringing user, we will take the action appropriate, but we are not required to take any action if we do not feel it is warranted. You agree to notify us immediately if you learn that any party is using (or claims the right to use) the Marks or a trademark that is confusingly similar to the Marks. We have the sole discretion to take the action we deem appropriate (including no action) to exclusively control any litigation or other administrative proceeding involving a trademark licensed by us to you. You agree to sign any documents and take any other reasonable action that, in the opinion of our attorneys, are necessary or advisable to protect and maintain our interests in any litigation or Patent and Trademark Office or other proceeding or otherwise to protect and maintain our interests in the Marks. We will reimburse you for your costs of taking any related action that we have asked you to take.

5D. DISCONTINUANCE OF USE OF MARKS.

If it becomes advisable at any time for us and/or you to modify or discontinue using any Mark and/or to use one or more additional or substitute trade or service marks, you agree to comply with our directions within a reasonable time after receiving notice. We will not reimburse you for your direct expenses of changing the MULE BOX® Franchise signs, for any loss of revenue due to any modified or discontinued Mark, or for your expenses of promoting a modified or substitute trademark or service mark.

Our rights in this Section apply to any and all of the Marks (and any portion of any Mark) that we authorize you to use in this Agreement. We may exercise these rights at any time and for any reason, business or otherwise, in our sole discretion. You acknowledge both our right to take this action and your obligation to comply with our directions.

5E. COPYRIGHTED WORKS AND OWNERSHIP OF IMPROVEMENTS.

You acknowledge and agree that:

(1) all right, title and interest in and to all materials, including, but not limited to, all artwork and designs created by us and used with the Marks or in association with the MULE BOX® Franchise ("Copyrighted Works") are our property. Additionally, all Copyrighted Works created by you or any other person or entity retained or employed by you are works made-for-hire within the meaning of the United States Copyright Act and are our property, and we shall be entitled to use and license others to use such Copyrighted Works unencumbered by moral rights. To the extent the Copyrighted Works are not works made-for-hire or rights in the Copyrighted Works do not automatically accrue to us, you irrevocably assign and agree to assign to us, our successors and assigns, the entire right, title and interest in perpetuity throughout the world in and to any and all rights, including all copyrights and related rights, in such Copyrighted Works which you and the author of such Copyrighted Works warrant and represent as being created by and wholly original with the author. Where applicable, you agree to obtain any other assignments of rights in the Copyrighted Works from another person or entity necessary to ensure our right in the Copyrighted Works as required in this Section.

(2) you shall not dispute, contest or challenge, directly or indirectly, the validity or enforceability of the Copyrighted Works or our ownership of the Copyrighted Works, nor counsel, procure or assist anyone else to do the same, nor will you take any action that is inconsistent with our ownership of the Copyrighted Works, nor will you represent that you have any right, title or interest in the Copyrighted Works other than those expressly granted by this Agreement.

(3) we may, in our sole and absolute discretion, apply to register or register any copyrights with respect to the products and services associated with the System and the Copyrighted Works. Our failure to obtain or maintain in effect any such application or registration is not a breach of this Agreement. You shall not, before or after termination or expiration of the Agreement, register or apply to register any Copyrighted Works anywhere in the world.

(4) upon our request, you shall cooperate fully, both before and after termination or expiration of this Agreement and at our expense, in confirming, perfecting, preserving and enforcing our rights in the Copyrighted Works, including, but not limited to, executing and delivering to us such documents as we reasonably request for any such purpose, including, but not limited to, assignments, powers of attorney, and copies of commercial documents showing sale and advertising of the products and services associated with the System. You hereby irrevocably appoint us as your attorney-in-fact for the purpose of executing such documents.

(5) we make no representation or warranty, express or implied, as to the use, exclusive ownership, validity or enforceability of the Copyrighted Works.

(6) you agree that, during the Term of the franchise relationship, or any Interim Period or successor term, if you conceive or develop any improvements or additions to the System, Copyrighted Works, System website or any other documents or information pertaining to or relating to the System or the

MULE BOX® Franchise, or any new trade names, trade and service marks, logos or commercial symbols related to the MULE BOX® Franchise or any advertising and promotional ideas or inventions related to the MULE BOX® Franchise (collectively, the "Improvements"), any such Improvements shall become our property. You agree to assign to us all right, title and interest in and to the Improvements, including the right to grant sublicenses to any such Improvement. You shall fully disclose the Improvements to us, without disclosure of the Improvements to others, and shall obtain our written approval prior to using such Improvements. Any such Improvement may be used by us and all other MULE BOX® franchisees without any obligation to you for Royalty Fees or other fees. We may, at our discretion, apply for and own copyrights, patents, trade names, trademarks and service marks relating to any such Improvement and you shall cooperate with us in securing such rights. We may also consider such Improvements as our property and trade secrets. In return, we shall authorize you to utilize any Improvement that may be developed by other franchisees and is authorized generally for use by other franchisees. All Improvements created by you or any other person or entity retained or employed by you is our property, and we shall be entitled to use and license others to use such Improvements unencumbered by moral rights. If any of the Improvements are copyrightable materials, they shall be works made-for-hire within the meaning of the United States Copyright Act and, to the extent the Copyrighted Works are not works made-for-hire or rights in the Copyrighted Works do not automatically accrue to us, you irrevocably assign and agree to assign to us, our successors and assigns, the entire right, title and interest in perpetuity throughout the world in and to any and all rights, including all copyrights and related rights, in such Copyrighted Works, which you and the author of such Copyrighted Works warrant and represent as being created by and wholly original with the author. Where applicable, you agree to obtain any other assignments of rights in the Improvements from another person or entity necessary to ensure our right in the Improvements as required in this Section.

6. CONFIDENTIAL INFORMATION.

6A. MULE BOX® CONFIDENTIAL INFORMATION.

We possess (and will continue to develop and acquire) certain confidential information, some of which constitutes trade secrets under applicable law ("Confidential Information"), relating to developing and operating MULE BOX® Franchises, including (without limitation):

(1) training materials and manuals;

(2) methods, formats, specifications, technical procedures, formulas, standards, systems, procedures, sales and marketing techniques, knowledge, and experience used in developing and operating MULE BOX® Franchises;

(3) marketing and advertising programs for MULE BOX® Franchises;

(4) knowledge of, specifications for and suppliers of Operating Assets and other products and supplies;

(5) any computer software or similar technology which is proprietary to us or the franchise System, including, without limitation, digital passwords and identifications and any source code of, and data, reports, and other printed materials generated by, the software or similar technology;

(6) knowledge of the operating results and financial performance of MULE BOX® Franchises other than the MULE BOX® Franchise; and

(7) all customer data, lists and other information generated by MULE BOX® Franchises.

Confidential Information does not include information, knowledge or know-how which you can demonstrate lawfully came to your attention before we provided it to you directly or indirectly; which, at the time that we disclosed it to you, already had lawfully become generally known in the self-storage rental and moving industry through publication or communication by others (without violating an obligation to

us); or which, after we disclose it to you, lawfully becomes generally known in the storage container industry through publication or communication by others (without violating an obligation to us). However, if we include any matter in Confidential Information, anyone who claims that it is not Confidential Information must prove that one of the exclusions provided in this paragraph is fulfilled.

All ideas, concepts, techniques or materials relating to a MULE BOX® Franchise, whether or not protectable intellectual property and whether created by or for you or your owners or employees, must be promptly disclosed to us and will be deemed to be our sole and exclusive property, part of the franchise System, and works made-for-hire for us. To the extent that any item does not qualify as a "work made-for-hire" for us, by this paragraph you assign ownership of that item, and all related rights to that item, to us and agree to take whatever action (including signing an assignment or other documents) we request to evidence our ownership or to help us obtain intellectual property rights in the item.

We will disclose parts of the Confidential Information to you as we deem necessary or advisable for you to develop your MULE BOX® Franchise during training and in guidance and assistance furnished to you under this Agreement, and you may learn or obtain from us additional Confidential Information during the term of this Agreement. The Confidential Information is a valuable asset of ours and is disclosed to you on the condition that you, and your owners if you are a business entity, and employees agree to maintain the information in confidence. Nothing in this Agreement will be construed to prohibit you from using the Confidential Information in the operation of other MULE BOX® Franchises during the term of this Agreement. You or your Managing Owner and any Designated Manager must sign a written agreement ("System Protection Agreement") to maintain our Confidential Information described in Sections 6 and 15, and to abide by the covenants not to compete described in Section 15 (a copy of the form is attached as an exhibit to our Franchise Disclosure Document and may be contained and updated in the Confidential Operations Manual). All of your employees, independent contractors, agents or representatives that may have access to our Confidential Information must sign a Confidentiality Agreement (unless they already signed a System Protection Agreement) (a copy of the form is attached as an exhibit to our Franchise Disclosure Document and may be contained and updated in the Confidential Operations Manual).

6B. RESTRICTIONS ON CONFIDENTIAL DATA.

You acknowledge and agree that you will not acquire any interest in Confidential Information other than the right to use it as we specify in operating the MULE BOX® Franchise during this Agreement's Term, and that Confidential Information is proprietary, includes our trade secrets, and is disclosed to you only on the condition that you agree, and you in fact do agree, that you:

(1) will not use Confidential Information in any other business or capacity;

(2) will keep each item deemed to be part of Confidential Information absolutely confidential, both during this Agreement's Term and then thereafter for as long as the item is not generally known in the modular self-storage rental and mobile moving industry;

(3) will not make unauthorized copies of any Confidential Information disclosed via electronic medium or in written or other tangible form; and

(4) will adopt and implement reasonable procedures to prevent unauthorized use or disclosure of Confidential Information, including, without limitation, restricting its disclosure to MULE BOX® Franchise personnel and others, and using non-disclosure and non-competition agreements with those having access to Confidential Information. We have the right to regulate the form of agreements that you use and to be a third-party beneficiary of those agreements with independent enforcement rights. You agree to provide us with information that we may reasonably require with respect to data and cybersecurity requirements. You agree to indemnify us for any loss of data, including, but not limited to, customer information, resulting from a breach of such data caused in whole or in part by your acts or negligence.

Notwithstanding the foregoing, the restrictions on the disclosure and use of the Confidential Information will not apply to disclosure of Confidential Information: (i) made in confidence to a government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; (ii) made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal; (iii) made in cases of suit for retaliation based on the reporting of a suspected violation of law, disclosure of Confidential Information to an attorney, and for use of the Confidential Information in such court proceeding, so long as any document containing the Confidential Information is filed under seal and Confidential Information is not otherwise disclosed except pursuant to court order.

7. EXCLUSIVE RELATIONSHIP.

You acknowledge that we have granted you the right to operate the MULE BOX® Business in consideration of and reliance upon your agreement to deal exclusively with us. You therefore agree that, during the Term, neither you, any of your owners, nor any of your or your owners' spouses or other immediate family members will:

(1) have any direct or indirect controlling or non-controlling interest as an owner, whether of record, beneficially, or otherwise, in a Competitive Business, wherever located or operating (except that equity ownership of five percent (5%) or less of a Competitive Business whose stock or other forms of ownership interest are publicly traded on a recognized United States stock exchange will not be deemed to violate this subparagraph);

(2) perform services as a director, officer, manager, employee, consultant, representative, or agent for a Competitive Business, wherever located or operating;

(3) divert or attempt to divert any actual or potential business or client of the MULE BOX® Franchise (or one of our affiliates or franchisees) to a Competitive Business; or

(4) engage in any other activity which may injure the goodwill of the Marks and System.

The term "Competitive Business" means any business that: (i) sells or offers to sell products the same as or similar to the type of products sold by you in and/or from the Territory (including, but not limited to, the products we authorize); or (ii) provides or offers to provide services the same as or similar to the type of services sold by you in and/or from the Territory (including, but not limited to, the services we authorize) provided that a MULE BOX® Business operated under a franchise agreement with us is not a Competitive Business.

You agree to obtain similar covenants from the personnel we specify, including officers, directors, managers and other employees attending our training program or having access to Confidential Information. We have the right to regulate the form of agreement that you use and to be a third-party beneficiary of that agreement with independent enforcement rights.

8. SYSTEM STANDARDS.

8A. CONDITION AND APPEARANCE OF THE MULE BOX® FRANCHISE.

You agree that:

(1) you will maintain and refurbish the condition and appearance of the MULE BOX® Franchise, its Operating Assets, the Equipment and the Vehicle in accordance with System Standards and consistent with the image of a MULE BOX® Franchise as an efficiently operated business offering high quality products and services and observing the highest standards of cleanliness, sanitation, efficient, courteous service, and in that connection will take, without limitation, the following actions during the term of this Agreement: (a) thorough cleaning, repainting and repairing of the interior and exterior of the

Vehicle at intervals we prescribe; and (b) repair or replacement of damaged, worn out or obsolete Operating Assets or Equipment;

(2) you will place or display on your Vehicle and Equipment only those signs, emblems, designs, artwork, lettering, logos, and display and advertising materials that we from time to time approve;

(3) if at any time in our reasonable judgment, the general state of repair, appearance or cleanliness of the Vehicle or Equipment of the MULE BOX® Franchise or its fixtures, furnishings or signs does not meet our standards, we have the right to notify you, specifying the action you must take to correct the deficiency; and

(4) at our request, you will periodically improve and modify the MULE BOX® Franchise, the Equipment and the Vehicle to conform to the then-current System Standards.

8B. SPECIFICATIONS, STANDARDS AND PROCEDURES.

You agree that: (i) the MULE BOX® Franchise will offer the products and services that we specify from time to time; (ii) the MULE BOX® Franchise will offer and sell approved products and services only in the manner we have prescribed; (iii) you will not offer for sale or sell through the MULE BOX® Franchise any products or services we have not approved; and (iv) you will discontinue selling and offering for sale any products or services that we at any time decide (in our sole discretion) to disapprove in writing.

8C. CLIENT INFORMATION.

We may contact any client of any MULE BOX® Franchise at any time for any purpose. Also, if we are contacted by a client or other patron of the MULE BOX® Franchise who wishes to lodge a complaint, we reserve the right to address the person's complaints in order to preserve goodwill and prevent damage to the brands. Our right to address complaints may include refunding money to a dissatisfied customer, in which case you must reimburse us for these amounts. We, or our authorized representative, shall have the right, during regular business hours, or at such other times as may be mutually agreed upon by you and us, to inspect all client lists and documents and records related thereto. All data that you collect, create, provide or otherwise develop, including, but not limited to, customer information, is and will be owned exclusively by us, and we will have the right to use such data in any manner that we deem appropriate without compensation to you. Upon reasonable request, you must furnish to us in whatever format we require, all client information and records for the MULE BOX® Franchise, both active and inactive, which shall include, but not be limited to, names, addresses and telephone numbers of such clients (hereinafter collectively referred to as "Client Lists"). You acknowledge and agree that we are the sole owner of the Client Lists and that you shall not use the Client Lists for any purpose other than for the operation of the MULE BOX® Franchise or distribute, in any form or manner, the Client Lists to any third party without our prior written consent.

8D. APPROVED PRODUCTS, DISTRIBUTORS AND SUPPLIERS.

We have developed or may develop standards and specifications for types, models and brands of required Operating Assets, Equipment, other products, materials and supplies. We reserve the right from time to time to approve specifications or suppliers and distributors of the above products that meet our reasonable standards and requirements. If we do so, you agree to purchase only such products meeting those specifications, and if we require it, only from distributors and other suppliers we have approved, including ourselves or our affiliates.

We may designate ourselves as the approved distributor or supplier, or we may designate a single distributor or supplier for any product, service, Equipment, supply or material, and may approve a supplier or distributor only as to certain products, including your computer system. The designated supplier may be us or an affiliate of ours. You must allow us unlimited access to data collected by the computer system.

We may concentrate purchases with one or more suppliers or distributors to obtain lower prices or the best advertising support or services. Approval of a supplier or distributor may be conditioned on requirements relating to product quality, prices, consistency, reliability, financial capability, labor relations, client relations, frequency of delivery, concentration of purchases, standards of service, including prompt attention to complaints, or other criteria and may be temporary, pending our continued evaluation of the supplier or distributor from time to time. You acknowledge that and agree that we and/or our affiliates may derive revenue based on your purchases and leases (including, without limitation, from charging you for products and services we or our affiliates provide to you and from payments made to us or our affiliates by suppliers that we designate or approve for some or all of our franchisees.)

If you would like to purchase any items from any unapproved supplier or distributor, you must submit to us a written request for approval of the proposed supplier or distributor (alternatively, the proposed supplier or distributor may submit its own request), along with any information, specifications and samples we request. We will use commercially reasonable efforts to notify you within 60 days after receiving all requested information and materials whether you are authorized to purchase or lease the product or service or to purchase or lease the product or service from that supplier or provider. We may charge the cost of evaluating a proposed new vendor/supplier and/or its product to you or the vendor/supplier. The supplier may be required to sign a supplier agreement with us. We have the right to inspect the proposed supplier's or distributor's facilities and to require product samples from the proposed supplier or distributor to be delivered at our option either directly to us or to any independent, certified laboratory which we designate for testing. We reserve the right to periodically re-inspect the facilities and products of any approved supplier or distributor and to revoke our approval, upon written notice, if the supplier or distributor does not continue to meet any of our criteria. When you receive written notice of a revocation, you must stop selling any disapproved products, and stop purchasing from any disapproved supplier.

8E. COMPLIANCE WITH LAWS AND GOOD BUSINESS PRACTICES.

You must secure and maintain in force all required licenses, permits and certificates relating to the operation of the MULE BOX® Business and must at all times operate the MULE BOX® Business in full compliance with all applicable laws, ordinances and regulations (including, without limitation, government regulations relating to truth-in-lending, Department of Transportation regulations, safety and sanitation, truth in advertising, OSHA, occupational hazards, health, laws relating to non-discrimination in hiring and accessibility, worker's compensation and unemployment insurance). You must withhold and pay all applicable federal and state taxes, social security taxes, and sales, use and service taxes. Certain states tax the services differently. Some states do not tax the services at all, while some make a distinction between commercial and residential jobs. It is your responsibility to review your state's tax policy to ensure compliance. The MULE BOX® Business must in all dealings with its clients, suppliers, us and the public adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct. You agree to refrain from any business or advertising practice which may be injurious to our business and the goodwill associated with the Marks and other MULE BOX® Franchises. You must notify us in writing within five days of the threat of or commencement of any action, suit or proceeding, and of the issuance of any order, writ, injunction, award or decree of any court, agency or other governmental instrumentality, which may adversely affect your operation or financial condition or that of the MULE BOX® Business and of any notice of violation of any law, ordinance or regulation relating to the MULE BOX® Business. You agree to comply with all applicable laws pertaining to the privacy of customer, employee, and transactional information ("Privacy Laws"). You also agree to comply with our standards and policies pertaining to Privacy Laws. If there is a conflict between our standards and policies pertaining to Privacy Laws and actual applicable law, you will: (i) comply with the requirements of applicable law; (ii) immediately give us written notice of said conflict; and (iii) promptly and fully cooperate with us and our counsel in determining the most effective way, if any, to meet our standards and policies pertaining to Privacy Laws within the bounds of applicable law. You agree not to publish, disseminate, implement, revise or rescind a data privacy policy without our prior written consent as to said policy. You must notify us in writing within five days of the threat of or commencement of any action, suit or proceeding, and of the issuance of any order, writ, injunction, award or decree of any court, agency or other governmental instrumentality, which may

adversely affect your operation or financial condition or that of the MULE BOX® Franchise and of any notice of violation of any law, ordinance, or regulation relating to the MULE BOX® Franchise.

8F. MANAGEMENT OF THE MULE BOX® FRANCHISE.

Subject to the terms of this Section, the MULE BOX® Franchise shall be managed by you, or if you are an Entity, by the Managing Owner. You (or the Managing Owner if you are an Entity) agree to work full time to supervise the day-to-day operations of the MULE BOX® Franchise and continuously exert your best efforts to promote and enhance the MULE BOX® Franchise. At your request, we may, in our sole discretion, but are not obligated to, agree for you to employ a Designated Manager (other than you or the Managing Owner) to operate the Franchise ("Designated Manager"). The term "Designated Manager" means an individual with primary day-to-day responsibility for the MULE BOX® Franchise's operations and may or may not be you (if you are an individual) or a principal owner, officer, director, or employee of yours (if you are other than an individual). The Designated Manager shall have similar responsibilities as a Managing Owner. You must deliver to us a completed Attachment B accurately identifying the Designated Manager. The Designated Manager will be obligated to devote his or her full time, best efforts, and constant personal attention to the MULE BOX® Franchise's operations and must have full authority from you to implement the System at the MULE BOX® Franchise. Each Designated Manager and successor Designated Manager must attend and complete our Initial Training Program (as detailed in Section 4A of this Agreement). Each Designated Manager, and if you are an Entity, any officer that does not own equity in the franchisee Entity, must sign the System Protection Agreement, the current form of which is attached to the Franchise Disclosure Document as Exhibit G, to maintain our Confidential Information and to abide by the covenants not to compete. You must forward to us a copy of each such signed System Protection Agreement. If we determine, in our sole discretion, during or following completion of the initial training program, that your Designated Manager (if any) is not qualified to act as Designated Manager of the MULE BOX® Franchise, then we have the right to require you to choose (and obtain our approval of) a new individual for that position.

If a Designated Manager's employment with you is terminated, and your Managing Owner will not manage your MULE BOX® Business, you must appoint a new Designated Manager who must successfully complete our Initial Training Program 30 days after the termination of the former Designated Manager, unless we do not hold an Initial Training Program during that 30-day period, in which case the replacement Designated Manager must attend and successfully complete the first available Initial Training Program held by us. You may be charged a training fee for a replacement Designated Manager or Managing Owner. The factors used by us in determining whether you will be charged a training fee include the location of training, the length and type of training necessary, the costs borne by us in conducting the training, the replacement Designated Manager or Managing Owner's previous experience and skill, and our availability. You are responsible for all wages, travel, lodging, meals, and living expenses for any attendees of the Initial Training Program. If your Designated Manager ends his/her employment relationship with you, or you replace a Designated Manager for any reason, you will be required to manage the MULE BOX® Business on a full-time equivalent basis until a new Designated Manager is hired and has satisfactorily completed our Initial Training Program.

8G. INSURANCE.

During the term of this Agreement, you must maintain in force at your sole expense "all risk" property insurance coverage, workers' compensation insurance, comprehensive commercial general liability, business interruption, container coverage, motor truck cargo coverage, vehicle liability, and other types of insurance we require. The liability insurance must cover claims for bodily and personal injury, death, and property damage caused by or occurring in connection with the MULE BOX® Franchise operation or activities of your personnel in the course of their employment. All of these policies must contain the minimum coverage we prescribe from time to time in our Confidential Operations Manual and must have deductibles not to exceed the amounts we specify. If your state requires higher coverages than we prescribe, you will be required to obtain insurance that satisfies your state law requirements. We may periodically increase the amounts of coverage required under these insurance policies and/or require different or

additional insurance coverage (including reasonable excess liability insurance) at any time to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards or other relevant changes in circumstances as provided in our Confidential Operations Manual, as amended from time to time. These insurance policies must be purchased from an insurance company satisfactory to us and must, with the exception of employment liability and workers' compensation insurance policies, name us and any affiliates we designate as additional named insureds and provide for 30 days' prior written notice to us of any intent by the insurer to reduce coverage or policy limits, cancel or amend the policy. The insurance company must be authorized to do business in the state where your MULE BOX® Business is located and must be approved by us. It must also be rated "A" or better by A.M. Best & Company, Inc. Each insurance policy must contain a waiver of all subrogation rights against us, our affiliates and their successors and assigns. You must deliver to us at commencement and thereafter annually or at our request a proper certificate of insurance evidencing the existence of the required insurance coverage. We may also request copies of all insurance policies. You agree not to permit any third-party subcontractor to perform any work or offer services on your behalf unless such subcontractor maintains insurance coverage in such amounts and types as you are required to maintain under this Agreement, and such insurance names us as an additional insured, or otherwise has the required insurance coverage through your insurance policies. You agree to maintain evidence of such insurance by your subcontractors and to provide such proof of insurance as we have the right to require from time to time. If you fail or refuse to obtain and maintain the insurance we specify, in addition to our other remedies, including, without limitation, termination, we may (but need not) obtain such insurance for you and the MULE BOX® Franchise on your behalf, in which event you shall cooperate with us and reimburse us on demand for all premiums, costs and expenses we incur in obtaining and maintaining the insurance, plus an administrative fee of twenty percent (20%) for our time incurred in obtaining such insurance.

8H. PRICING.

We may, from time to time, make suggestions to you with regard to your pricing policies in compliance with applicable laws. We retain the right to establish minimum and maximum prices to be charged by you, subject to applicable laws, but any exercise of that right will be specifically set forth in writing.

8I. COMPLIANCE WITH SYSTEM STANDARDS.

You acknowledge and agree that operating and maintaining the MULE BOX® Franchise according to System Standards is essential to preserve the goodwill of the Marks and all MULE BOX® Franchises. Therefore, you agree at all times to operate and maintain the MULE BOX® Franchise according to all of our System Standards, as we periodically modify and supplement them, even if you believe that a System Standard, as originally issued or subsequently modified, is not in the System's or your best interests. Although we retain the right to establish and periodically modify System Standards that you have agreed to maintain, you retain the right to and responsibility for the day-to-day management and operation of the MULE BOX® Franchise and implementing and maintaining System Standards at the MULE BOX® Franchise.

As examples, and without limitation, System Standards may regulate any one or more of the following, in addition to the items described in Sections 8A through 8H above:

(1) amounts and types of Equipment and inventory requirements for products and supplies so that the MULE BOX® Franchise may operate at full capacity;

(2) terms and conditions of the sale and delivery of, and terms and methods of payment for, products and services that you obtain from us and affiliated and unaffiliated suppliers; and our affiliates' right not to sell you any products or to provide you with services, or to do so only on a "cash-on-delivery" or other basis, if you are in default under any agreement with us;

(3) sales, marketing, advertising and promotional programs and materials and media used in these programs;

(4) use and display of the Marks at the MULE BOX® Franchise and on labels, forms, paper, products, and other supplies;

(5) identifying the MULE BOX® Franchise personnel, and employee qualifications, training, dress and appearance (although you have sole responsibility and authority concerning employee selection and promotion, hours worked, rates of pay and other benefits, work assigned, and working conditions);

(6) days and hours of operation;

(7) participation in market research and testing and product and service development;

(8) programs, as well as participation in, and dues assessed for, advisory councils;

(9) accepting credit and debit cards, other payment systems, gift cards and loyalty cards, credit and check verification services and compliance programs and systems relating to the same. You agree to maintain relationships with credit and debit card issuers or sponsors we may periodically designate, including companies that provide services for electronic payment, such as near field communication vendors (for example, "Apple Pay" and "Google Wallet"), and you agree to make sure that you are in compliance with all laws that are applicable to the technology used in the operation of your MULE BOX® Business, including all data protection or security laws, as well as compliance with the then-current Payment Card Industry Data Security Standards or similar standards that we may reasonably specify;

(10) bookkeeping, accounting, data processing, and recordkeeping systems and forms; formats, content, and frequency of reports to us of sales, revenue, financial performance, and condition; and giving us copies of tax returns and other operating and financial information concerning the MULE BOX® Franchise; and

(11) any other aspects of operating and maintaining the MULE BOX® Franchise that we determine to be useful to preserve or enhance the efficient operation, image, or goodwill of the Marks and MULE BOX® Franchises.

You agree that System Standards we prescribe in the Confidential Operations Manual or otherwise communicate to you in writing or another tangible form (for example, via a franchise System extranet or website), are part of this Agreement as if fully set forth within its text. All references to this Agreement include all System Standards as periodically modified.

8J. MODIFICATION OF SYSTEM STANDARDS.

We periodically may modify System Standards, and these modifications may obligate you to invest additional capital in the MULE BOX® Franchise and/or incur higher operating costs. You agree to implement any changes in System Standards within the time period we request, whether they involve adding new products and services, adding personnel, or otherwise modifying the nature of your operations as if they were part of this Agreement as of the Effective Date.

8K. MYSTERY SHOPPER PROGRAM.

To ensure uniformity and compliance with the System Standards, we may utilize mystery shoppers. We may, but are not obligated to, share the results of the mystery shopper with you. You will not be charged for any mystery shoppers that we send to your MULE BOX® Franchise unless it is done at your request.

8L. CONTINUOUS OPERATION OF BUSINESS.

You acknowledge and agree that if your MULE BOX® Business is closed or otherwise not operated for a period of five consecutive days or more, not including state recognized holidays or weather related closures, without our prior written consent, the closure or failure to operate will constitute your voluntary abandonment of the MULE BOX® Franchise, and we have the right, in addition to other remedies provided for herein, to terminate this Agreement and the MULE BOX® Business operated hereunder. Acts of God, war, strikes or riots preventing you temporarily from complying with the foregoing will suspend compliance therewith for the duration of the interference.

9. MARKETING.

9A. NATIONAL ADVERTISING FUND.

We may establish a national advertising and marketing fund ("National Advertising Fund") for the advertising, marketing, and public relations programs and materials we deem appropriate. If we establish a National Advertising Fund, we may require you to contribute up to four percent (4%) of your Gross Sales to the National Advertising Fund ("National Advertising Fund Contribution"). You will pay the National Advertising Fund Contribution on the same schedule in which the Royalty Fee is paid.

Your contribution to the National Advertising Fund will be in addition to all other advertising requirements set out in this Section 9A. Each franchisee will be required to contribute to the National Advertising Fund, but certain franchisees may contribute on a different basis depending on when they signed their franchise agreement. Outlets owned by us may, but are not required to, contribute to the Fund on the same basis as franchisees.

The National Advertising Fund will be administered by us, or our affiliate or designees, at our discretion, and we may use a professional advertising agency or media buyer to assist us. The National Advertising Fund will be in a separate bank account, commercial account or savings account.

We have complete discretion on how the National Advertising Fund will be utilized. We may use the National Advertising Fund for local, regional or national marketing, advertising, sales promotion and promotional materials, public and consumer relations, website development and search engine optimization, the development of technology for the System, and any other purpose to promote the MULE BOX® brand. We may use any media for disseminating National Advertising Fund advertisements, including direct mail, print ads, the Internet, radio, billboards, and television. We may reimburse ourselves, our authorized representatives, or our affiliates from the National Advertising Fund for administrative costs, independent audits, reasonable accounting, bookkeeping, reporting and legal expenses, taxes and all other direct or indirect expenses associated with the programs funded by the National Advertising Fund. We do not guarantee that advertising expenditures from the National Advertising Fund will benefit you or any other franchisee directly, on a pro rata basis, or at all. We are not obligated to spend any amount on advertising in the geographical area where you are or will be located. We will not use the National Advertising Fund Contributions for advertising that is principally a solicitation for the sale of franchises, but we reserve the right to include a notation in any advertisement or website indicating "Franchises Available" or similar phrasing.

We assume no fiduciary duty to you or other direct or indirect liability or obligation to collect amounts due to the National Advertising Fund or to maintain, direct or administer the National Advertising Fund. Any unused funds that were collected in any calendar year will be applied to the following year's funds, and we reserve the right to contribute or loan additional funds to the National Advertising Fund on any terms we deem reasonable.

The National Advertising Fund is not audited. Upon your written request, we will provide to you an annual accounting for the National Advertising Fund that shows how the National Advertising Fund proceeds have been spent for the previous year.

9B. LOCAL ADVERTISING.

You shall continuously promote the MULE BOX® Business. In each month following the launch of your Franchised Business, we recommend you expend between $2,500 to $15,000 on marketing and advertising within your Designated Territory (the "Local Advertising Fee"). You will pay for your advertisement and promotions directly, but we will provide you with general marketing guidelines, and will review and approve your advertisements. You may not advertise on the Internet without our prior written consent.

The Local Advertising Fee shall be used to advertise and promote the MULE BOX® Business. All local advertising and promotion by you, including any Internet promotions authorized by us, shall be conducted in a dignified manner, conform to System Standards as we shall establish in the Confidential Operations Manual or otherwise in writing, and not be used without our prior approval. If you own multiple MULE BOX® Businesses in a contiguous area, we may, but are not obligated to, reduce your Local Advertising Fee.

You shall submit to us for approval samples of all advertising and promotional plans and materials prior to their use. We will notify of whether or not the advertising is approved within 30 days of receiving the advertisement or marketing material from you. Our failure to notify you in the specified time frame will be deemed a disapproval of your request. We also shall have the right at any time after you commence use of such material to prohibit further use, effective immediately upon receipt of written notice to you. Use of logos, Marks, and other name identification materials must follow our approved standards. You may not use our logos, Marks, and other name identification materials on items to be sold or services to be provided without our prior written approval. If we approve of promotional items or services that will be sold in your MULE BOX® Business, those items or services must be in your Gross Sales and will be subject to Royalty Fees and the National Advertising Contributions.

You may not advertise via the Internet or a worldwide web page unless we have authorized you to do so in writing. We may allow you to market your MULE BOX® Business through social media sites so long as you follow our online policies and procedures, which are contained in the Confidential Operations Manual. Our online policies and procedures may change as technology and the Internet changes. Under our online policies and procedures, we may retain the sole right to market on the Internet, including all use of websites, domain names, advertising and co-branding arrangements. We may not allow you to independently market on the Internet or use any domain name, address, locator, link, metatag or search technique with words or symbols similar to the Marks. We may require you to allow us access to your social media pages to manage content. In all social media activities, you must identify yourself as an independently-owned and operated franchisee. We intend any franchisee website be accessed only through our home page You will provide us content for our Internet marketing. We retain the right to approve or disapprove any linking or other use of our website in our sole discretion.

If you violate the provisions of this Section, in addition to all other remedies available to us, you shall pay a fee of $500 ("Unauthorized Advertising Fee") per occurrence to the National Advertising Fund to offset the brand damage caused by your breach.

9C. FRANCHISE SYSTEM WEBSITE.

We have established a website to advertise, market and promote MULE BOX® Franchises and the products and services that MULE BOX® Franchises offer and sell ("System Website"). We will reference the MULE BOX® Franchise in the manner that we determine from time to time. You must give us the information that we request from time to time concerning the MULE BOX® Franchise to include on the System Website. By providing the information to us, you will be representing to us that it is accurate and not misleading and does not infringe any third party's rights. We will own all intellectual property and other rights in the System Website, all information contained on it, and all information generated from it (including the domain name or URL, the log of "hits" by visitors, and any personal or business data that visitors supply).

For as long as we maintain the System Website, we shall have the right to use the National Advertising Fund's assets to develop, maintain and update the System Website. We periodically may update and modify

the System Website. You must promptly notify us whenever any information on your listing changes or is not accurate. You acknowledge that we have final approval rights over all information on the System Website. We may implement and periodically modify System Standards relating to the System Website.

The System Website may include a zip code locator and/or a link to a personal MULE BOX® Franchise website that is designated for you (your "Local Page"). Your Local Page will include information relating to your specific business site and select content that we provide from our System Website. You agree you will use an approved supplier designated in the Confidential Operations Manual to establish your Local Page. You may not establish or maintain any other website or engage in any other electronic marketing of products or services. We reserve the right to change the requirements relating to your Local Page at any time. Any information or content that you wish to include on your Local Page shall be subject to our approval prior to posting. If you are in default of any obligation under this Agreement or the System Standards, then we may, in addition to our other remedies, temporarily remove references to the MULE BOX® Franchise from the System Website and/or remove your Local Page until you fully cure the default. We may, at our option, discontinue any or all System Websites at any time.

You may not, without our prior written approval, develop, maintain or authorize any other website that mentions or describes you or the MULE BOX® Franchise or displays any of the Marks.

Nothing in this Section shall limit our right to maintain websites other than the System Website.

9D. ADVISORY COUNCIL.

We currently do not have, but may establish, a MULE BOX® business franchise advisory council ("FAC") that will serve in an advisory capacity only with respect to a variety of issues, one of which is to advise us on advertising and promotional activities. The FAC will be governed by by-laws. The purpose of the FAC is to provide input regarding the National Advertising Fund and to promote communications between us and all MULE BOX® Businesses. We will have the power to form, change, or dissolve the FAC, in our sole discretion.

10. REPORTS.

You must provide to us, at your own expense, timely financial statements in a form acceptable to us, as specified in the Confidential Operations Manual. You agree to comply with all reporting requirements we prescribe in the Confidential Operations Manual.

In order for us to provide the most timely and useful information to the MULE BOX® Franchise, it is essential that you collect certain information as soon as possible after the applicable accounting period closes. You agree to submit, based on the frequency we designate and/or when requested, completed relevant worksheets, payroll changes and current hours worked, bank statements, and any other documents required in the Confidential Operations Manual to properly record all transactions affecting the MULE BOX® Franchise financial activity.

If you fail to submit MULE BOX® Franchise-related items when required pursuant to this Section, we shall have the right to terminate the Agreement as provided in Section 14B.

You agree to give us reports in the manner and format that we prescribe in the Confidential Operations Manual from time to time:

(1) within five days of our request, all profit and loss and source and use of funds statements and a balance sheet for the MULE BOX® Franchise as of the end of the prior calendar month;

(2) within 30 days after the filing of your tax return each year, a copy of the tax return for the MULE BOX® Franchise for the previous calendar year, unless you have filed an extension and received approval from us for an extension; and

(3) any other data, information, and supporting records reasonably requested by us from time to time (including, without limitation, daily and weekly reports of product sales by category).

An officer must certify and sign each report and financial statement in the manner we prescribe. We may disclose or use the data derived from these reports, your yearend reports, and any other financial statements from the operation of your MULE BOX® Franchise, for any purpose we deem appropriate, in our sole discretion. If we choose to utilize your MULE BOX® Franchise's financial statements for disclosure in our Franchise Disclosure Document, we may be required to disclose identifying information about your MULE BOX® Franchise in such disclosure.

Subject to applicable law, you agree to preserve and maintain all records in a secure location at the MULE BOX® Franchise for at least ten years (including, but not limited to, sales checks, purchase orders, invoices, payroll records, client lists, check stubs, sales tax records and returns, cash Revenue and disbursement journals, and general ledgers). If there is a discrepancy in any financial statement or information that you present to us, we may require you to have audited financial statements prepared annually during the term of this Agreement at your expense. If you fail to submit a report by the due date specified in this Agreement, you will be fined $100 for each occurrence and $100 each week until such report is submitted. All fines shall be paid to the National Advertising Fund, which will be debited from your account within five days of the request for the report.

11. INSPECTIONS AND AUDITS.

11A. OUR RIGHT TO INSPECT THE MULE BOX® FRANCHISE.

To determine whether you and the MULE BOX® Franchise are complying with this Agreement and all System Standards, we and our designated agents or representatives may at all times and without prior notice to you: (i) inspect the MULE BOX® Business, Vehicle, and any Equipment; (ii) observe, photograph, or videotape the MULE BOX® Business, Vehicle, and any Equipment, and operation thereof for consecutive or intermittent periods we deem necessary; (iii) remove samples of any products and supplies; (iv) interview the MULE BOX® Business personnel and clients; (v) perform mystery shops of your MULE BOX® Business; and (vi) inspect and copy any books, records and documents relating to the MULE BOX® Business or Franchise operation. You agree to cooperate with us fully. If we exercise any of these rights, we will not interfere unreasonably with the MULE BOX® Business's operation.

11B. OUR RIGHT TO AUDIT.

We may at any time during your business hours, and without prior notice to you, examine your MULE BOX® Business bookkeeping and accounting records, sales and income tax returns, and other records. You agree to cooperate fully with our representatives and independent accountants in any examination. If any examination reveals an understatement of monthly Gross Sales exceeding two percent (2%) of the amount that you actually reported to us for the period examined, you agree to pay us, within ten days after billing, the Royalty Fee and National Advertising Fund Contributions due on the amount of the understatement, as well as reimburse us for the costs of the audit and inspection, including, without limitation, the charges of attorneys and independent accountants and the travel expenses, room and board, and compensation of our employees, plus a late fee of $25 per day and one and one-half percent (1.5%) interest or the maximum rate allowed by law per month on the understated amounts from the date originally due until the date of payment (See Section 3E). These remedies are in addition to our other remedies and rights under this Agreement and applicable law.

12. TRANSFERS.

12A. TRANSFER BY US.

You acknowledge that you did not sign this Agreement in reliance on the continued participation by or employment of any of our shareholders, directors, officers, or employees. We may change our ownership or form and/or assign this Agreement and any other agreement to a third party without restriction. After our assignment of this Agreement to a third party who expressly assumes the obligations under this Agreement, we no longer will have any performance or other obligations under this Agreement.

12B. TRANSFER BY YOU.

You understand and acknowledge that the rights and duties this Agreement creates are personal to you and your owners and that we have granted you the MULE BOX® Franchise in reliance upon our perceptions of your and your owners' individual or collective character, skill, aptitude, attitude, business ability, and financial capacity. Accordingly, none of the following may be transferred without our prior written approval: (i) this Agreement (or any interest in this Agreement); (ii) the MULE BOX® Franchise (or any right to receive all or a portion of the MULE BOX® Franchise profits or losses or capital appreciation related to the MULE BOX® Franchise); (iii) substantially all of the assets of the MULE BOX® Franchise; (iv) any ownership interest in you (regardless of its size); or (v) any ownership interest in any of your owners (if such owners are legal entities). A transfer of the MULE BOX® Franchise ownership, possession or control, or substantially all of its assets, may be made only with a transfer of this Agreement. Any transfer without our approval is a breach of this Agreement and has no effect.

In this Agreement, the term "transfer" includes a voluntary, involuntary, direct or indirect assignment, sale, gift or other disposition. An assignment, sale, gift or other disposition includes the following events:

(1) transfer of ownership of capital stock, a partnership or membership interest, or another form of ownership interest;

(2) merger or consolidation or issuance of additional securities or other forms of ownership interest;

(3) any sale of a security convertible to an ownership interest;

(4) transfer of an interest in you, this Agreement, the MULE BOX® Franchise or substantially all of its assets, or in your owners in a divorce, insolvency, or Entity dissolution proceeding or otherwise by operation of law;

(5) if one of your owners or an owner of one of your owners dies; a transfer of an interest in you or your owner by will, declaration of or transfer in trust; or under the laws of intestate succession; or

(6) foreclosure upon the MULE BOX® Franchise, or your transfer, surrender, or loss of the MULE BOX® Franchise possession, control or management.

Additionally, you may not pledge this Agreement (to someone other than us), or an ownership interest in you or your owners as security for any loan or other financing, unless: (i) we grant our prior written consent and, unless we agree otherwise in writing (ii) the lender agrees that its claims will be subordinate to all amounts you owe at any time to us or our affiliates.

12C. CONDITIONS FOR APPROVAL OF TRANSFER.

If you (and your owners) are in full compliance with this Agreement, then, subject to the other provisions of this Section 12, we will approve a transfer that meets all of the requirements in this Section. A non-controlling ownership interest in you or your owners (determined as of the date on which the proposed transfer will occur) may be transferred if the proposed transferee and its direct and indirect owners (if the transferee is an Entity) are of good character and meet our then-applicable standards for MULE BOX® Franchise owners (including no ownership interest in or performance of services for a Competitive Business). If the proposed transfer is of this Agreement or a controlling ownership interest in you or one of your owners, or is one of a series of transfers (regardless of the time period over which these transfers take

place) which in the aggregate transfer this Agreement or a controlling ownership interest in you or one of your owners, then all of the following conditions must be met before or concurrently with the effective date of the transfer:

(1) the transferee has sufficient business experience, aptitude and financial resources to operate the MULE BOX® Franchise;

(2) you have paid all Royalty Fees, National Advertising Fund Contributions and other amounts owed to us, our affiliates and third party vendors;

(3) you have submitted all required reports and statements;

(4) neither the transferee nor its owners (if the transferee is an Entity) or affiliates have an ownership interest (direct or indirect) in or perform services for a Competitive Business;

(5) the transferee (or its Managing Owner, or, if applicable, its Designated Manager) satisfactorily completes our training program. You or the transferee must pay us our then-current training fee;

(6) the transferee agrees to upgrade, remodel and refurbish the MULE BOX® Franchise in accordance with our current requirements and specifications for the MULE BOX® Franchise within 45 days after the effective date of the transfer (we will advise the transferee before the effective date of the transfer of the specific actions that it must take within this time period) and to deposit with us the estimated cost to complete the upgrade or remodel;

(7) the transferee shall (if the transfer is of this Agreement), or you shall (if the transfer is of a controlling ownership interest in you or one of your owners), sign our then-current form of franchise agreement, Owners Agreement, and related documents, any and all of the provisions of which may differ materially from any and all of those contained in this Agreement;

(8) you or the transferee pays us a transfer fee ("Transfer Fee") that is the greater of $15,000, plus any commission, broker or referral fees or charges incurred. There will not be a Transfer Fee for a transfer to a wholly owned company, but you must reimburse our legal expenses The Transfer Fee shall be paid as follows: you will be required to deposit a nonrefundable down payment of $1,000 at the time of the transfer application submittal and pay, in certified funds, the remaining balance of the Transfer Fee at the time of the approved transfer;

(9) you and your transferring owners sign a general release, in a form satisfactory to us, of any and all claims against us and our shareholders, officers, directors, employees and agents;

(10) we have determined that the purchase price and payment terms will not adversely affect the transferee's operation of the MULE BOX® Franchise;

(11) if you or your owners finance any part of the purchase price, you and/or your owners agree that all of the transferee's obligations under promissory notes, agreements, or security interests reserved in the MULE BOX® Franchise are subordinate to the transferee's obligation to pay Royalty Fees and National Advertising Fund Contributions and other amounts due to us, our affiliates, and third party vendors and otherwise to comply with this Agreement;

(12) you and your transferring owners (and your and their spouses and other immediate family members) will not, for two years beginning on the transfer's effective date, engage in any of the activities proscribed in Section 15E below;

(13) you and your transferring owners will not, directly or indirectly, at any time or in any manner (except with respect to other MULE BOX® Franchises you own and operate) identify yourself or themselves or any business as a current or former MULE BOX® Franchise or as one of our franchise

owners; use any Mark, any colorable imitation of a Mark, or other indicia of a MULE BOX® Franchise in any manner or for any purpose; or utilize for any purpose any trade name, trade or service mark, or other commercial symbol that suggests or indicates a connection or association with us;

(14) you have not violated any provision of this Agreement, the lease, if any, or any other agreement with us during both the 60-day period before you requested our consent to the transfer and the period between your request and the effective date of the transfer; and

(15) you must reimburse us for our costs of transfer, including any broker commissions, finder's fees, or other similar charges we incur related to any transfer, including those incurred for any transfer that is not completed.

We may review all information regarding the MULE BOX® Franchise that you give the transferee, correct any information that we believe is inaccurate, and give the transferee copies of any reports that you have given us or we have made regarding the MULE BOX® Franchise.

12D. TRANSFER TO A WHOLLY-OWNED CORPORATION OR LIMITED LIABILITY COMPANY.

Notwithstanding Section 12C above, if you are in full compliance with this Agreement, you may transfer this Agreement to a corporation or limited liability company which conducts no business other than the MULE BOX® Franchise and, if applicable, other MULE BOX® Franchises, in which you maintain management control, and of which you own and control one hundred percent (100%) of the equity and voting power of all issued and outstanding ownership interests; provided that all of the MULE BOX® Franchise assets are owned and the MULE BOX® Franchise business is conducted only by that single corporation or limited liability company. The corporation or limited liability company must expressly assume all of your obligations under this Agreement. Transfers of ownership interests in the corporation or limited liability company are subject to Section 12C above. You agree to remain personally liable under this Agreement as if the transfer to the corporation or limited liability company did not occur. If you transfer pursuant to the terms of this Section 12D, you will not be required to pay a Transfer Fee but will be required to reimburse us for any legal expenses that we incur related to such transfer.

12E. YOUR DEATH OR DISABILITY.

(1) Transfer upon Death or Disability. Upon your or your Managing Owner's death or disability, your or the Managing Owner's executor, administrator, conservator, guardian or other personal representative must apply to us for the right to transfer your interest in this Agreement, or the Managing Owner's ownership interest in you, to a third party (which may be your or the Managing Owner's heirs, beneficiaries, or devisees) within a reasonable time not to exceed 120 calendar days of your or your Managing Owner's death or disability. That transfer must be completed within a reasonable time, not to exceed 180 days from the date of death or disability and is subject to all of the terms and conditions in this Section 12. A failure to transfer your interest in this Agreement or the Managing Owner's ownership interest in you within this time period is a breach of this Agreement. The term "disability" means a mental or physical disability, impairment or condition that is reasonably expected to prevent or actually does prevent you or the Managing Owner from supervising the management and operation of the MULE BOX® Franchise.

(2) Operation upon Death or Disability or Default. If, upon your or the Managing Owner's death or disability, a manager approved by us is not managing the MULE BOX® Franchise, your or the Managing Owner's executor, administrator, conservator, guardian or other personal representative must, within a reasonable time not to exceed 15 days from the date of death or disability, appoint a manager. The manager must complete our Initial Training Program at your expense within 30 days from the date of death or disability, unless we do not hold an Initial Training Program during that 30-day period, in which case the manager must attend and successfully complete the first available Initial Training Program held by us. If you are an Entity, a new Managing Owner acceptable to us also must

be appointed for the MULE BOX® Franchise within 30 days of the date of the death or disability. If, in our judgment, the MULE BOX® Franchise is not being managed properly any time after your or the Managing Owner's death or disability, or at any time that you are in default of the Agreement, we may, but need not, exercise our Step-In Rights and appoint an Interim Manager, in which case, you, your Managing Owner, or the executor, administrator, personal representative, trustee or heirs of such person (in the event of a death or incapacity), must fully cooperate with us and pay all fees to us or our designee in accordance with Section 14C of this Franchise Agreement.

12F. EFFECT OF CONSENT TO TRANSFER.

Our consent to a transfer of this Agreement and the MULE BOX® Franchise, or any interest in you or your owners, is not a representation of the fairness of the terms of any contract between you and the transferee, a guarantee of the MULE BOX® Franchise or transferee's prospects of success, or a waiver of any claims we have against you (or your owners) or of our right to demand the transferee's full compliance with this Agreement.

12G. OUR RIGHT OF FIRST REFUSAL.

If you or any of your owners at any time determine to sell or transfer for consideration an interest in this Agreement and the MULE BOX® Franchise, or an ownership interest in you (except to or among your current owners, which is not subject to this Section), in a transaction that otherwise would be allowed under Sections 12B and 12C above, you or your owners agree to obtain from a responsible and fully disclosed buyer, and send to us a true and complete copy of a bona fide, executed written offer (which may include a letter of intent) relating exclusively to an interest in you or in this Agreement and the MULE BOX® Franchise. The offer must include details of the payment terms of the proposed sale and the sources and terms of any financing for the proposed purchase price. To be a valid, bona fide offer, the proposed purchase price must be in a dollar amount, and the proposed buyer must submit with its offer an earnest money deposit equal to five percent (5%) or more of the offering price.

The right of first refusal process will not be triggered by a proposed transfer that would not be allowed under Sections 12B and 12C above. We may require you or your owners to send us copies of any materials or information sent to the proposed buyer or transferee regarding the possible transaction.

We may, by written notice delivered to you or your selling owner(s) within 30 days after we receive both an exact copy of the offer and we have received to our satisfaction all other information we request concerning the offer and the proposed purchaser, elect to purchase the interest offered for the price and on the terms and conditions contained in the offer, provided that:

(1) we may substitute cash for any form of payment proposed in the offer (such as ownership interests in a privately-held entity);

(2) our credit will be deemed equal to the credit of any proposed buyer (meaning that, if the proposed consideration includes promissory notes, we or our designee may provide promissory notes with the same terms as those offered by the proposed buyer);

(3) we will have an additional 30 days to prepare for closing after notifying you of our election to purchase; and

(4) we must receive, and you and your owners agree to make, all customary representations and warranties given by the seller of the assets of a business or the ownership interests in a legal entity, as applicable, including, without limitation, representations and warranties regarding: (a) ownership and condition of and title to ownership interests and/or assets; (b) liens and encumbrances relating to ownership interests and/or assets; and (c) validity of contracts and the liabilities, contingent or otherwise, of the entity whose assets or ownership interests are being purchased.

We have the unrestricted right to assign this right of first refusal to a third party, who then will have the rights described in this Section.

If we do not exercise our right of first refusal, you or your owners may complete the sale to the proposed buyer on the original offer's terms, but only if we otherwise approve the transfer in accordance with Sections 12B and 12C above, and the transfer is done in compliance with the conditions in Sections 12B and 12C above.
If you do not complete the sale to the proposed buyer within 60 days after we notify you that we do not intend to exercise our right of first refusal, or if there is a material change in the terms of the sale (which you agree to tell us promptly), we or our designee will have an additional right of first refusal during the 30-day period following either the expiration of the 60-day period or our receipt of notice of the material change(s) in the sale's terms, either on the terms originally offered or the modified terms, at our or our designee's option.

13. EXPIRATION OF THIS AGREEMENT.

13A. YOUR RIGHT TO ACQUIRE A SUCCESSOR FRANCHISE.

Upon expiration of this Agreement, if you meet certain conditions, you will have the option to acquire up to two additional successive ten-year renewal terms (each additional term is a "Successor Franchise"). The qualifications and conditions for the successor term are described below.

When this Agreement expires:

(1) you and each of your owners must have substantially complied with this Agreement during its Term, which includes satisfying all monetary obligations owed by you to us, our affiliates or your suppliers or creditors, whether pursuant to this Agreement or otherwise;

(2) you and each of your owners (if you are an Entity) are, both on the date you give us written notice of your election to acquire a Successor Franchise (as provided in Section 13B below) and on the date on which the term of the Successor Franchise would commence, in full compliance with this Agreement, all System Standards, and any other agreement between you and us;

(3) you (or your Designated Manager) must satisfactorily complete any new training and refresher programs we may reasonably require;

(4) you must maintain possession of or agree to replace the Vehicle if necessary to conform to our then-current System Standards;

(5) you must add or replace improvements, Equipment, and Operating Assets;

(6) you must otherwise modify the MULE BOX® Franchise as we require to comply with System Standards then-applicable for new MULE BOX® Franchises;

(7) subject to state law, you must execute a general release, in a form prescribed by us, of any and all claims which you may have against us and our affiliates and our respective shareholders, directors, employees, and agents in their corporate and individual capacities. Unless otherwise prevented by state law, we will consider your failure to sign the release and to deliver it to us for acceptance and execution within 30 days after it is delivered to you to be an election not to acquire a Successor Franchise;

(8) you must execute the then-current form of franchise agreement ("Successor Franchise Agreement") and all other agreements, legal instruments and documents then customarily used by us in the renewal of our franchises. The Successor Franchise Agreement and these other agreements, legal instruments and documents may vary materially from those agreements, legal instruments and documents currently in use by us, including but not limited to the payment of higher fees. We have the right to refuse to

renew the license granted under this Agreement if we have given you written notice three or more times for failure to comply with the terms of this Agreement, whether or not such failure is subsequently cured. At the time you sign the Successor Franchise Agreement, you will pay a successor franchise fee of $10,000 to renew the license.

If you and each of your owners (if an Entity) are not, both on the date you give us written notice of your election to acquire a Successor Franchise and on the date on which the term of the Successor Franchise commences, in full compliance with this Agreement, all System Standards, and any other agreement between you and us, you acknowledge that we need not grant you a Successor Franchise, whether or not we had, or chose to exercise, the right to terminate this Agreement during its Term under Section 14B.

13B. GRANT OF A SUCCESSOR FRANCHISE.

You agree to give us written notice ("Your Notice") of your election to acquire a Successor Franchise no more than 12 months and no less than six months before this Agreement expires. We agree to give you written notice ("Our Notice"), not more than six months after we receive your notice, of our decision:

(1) to grant you a Successor Franchise;

(2) to grant you a Successor Franchise on the condition that you correct existing deficiencies of the MULE BOX® Franchise or in your operation of the MULE BOX® Franchise;

(3) not to grant you a Successor Franchise based on our determination that you and your owners have not substantially complied with this Agreement during its Term or were not in full compliance with this Agreement and all System Standards on the date you gave us written notice of your election to acquire a Successor Franchise; or

(4) not to grant you a Successor Franchise because we no longer maintain a franchise program for MULE BOX® Franchises.

If applicable, Our Notice will:

(1) describe the remodeling, expansion, improvements, and/or modifications required to bring the MULE BOX® Franchise into compliance with then-applicable System Standards for new MULE BOX® Franchises; and

(2) state the actions you must take to correct operating deficiencies and the time period in which you must correct these deficiencies.

If we elect not to grant you a Successor Franchise, Our Notice will describe the reasons for our decision. If we elect to grant you a Successor Franchise, your right to acquire a Successor Franchise is subject to your full compliance with all of the terms and conditions of this Agreement through the date of its expiration, in addition to your compliance with the obligations described in Our Notice.

If Our Notice states that you must remodel the MULE BOX® Franchise and/or must cure certain deficiencies of the MULE BOX® Franchise or its operation as a condition to our granting you a Successor Franchise, we will give you written notice of our decision not to grant a Successor Franchise based upon your failure to complete the remodeling and/or to cure those deficiencies, not less than 90 days before this Agreement expires; provided, however, that we need not give you this 90 days' notice if we decide not to grant you a Successor Franchise due to your breach of this Agreement during the 90-day period before it expires. We may extend this Agreement's Term for the time period necessary to give you either reasonable time to correct deficiencies or the 90 days' notice of our refusal to grant a Successor Franchise. If you fail to notify us of your election to acquire a Successor Franchise within the prescribed time period, we need not grant you a Successor Franchise.

14. TERMINATION OF AGREEMENT.

14A. TERMINATION BY YOU.

If you and your owners are in full compliance with this Agreement, and we materially fail to comply with this Agreement and do not correct the failure within 30 days after you deliver written notice of the material failure to us, or if we cannot correct the failure within 30 days and do not give you within 30 days after your notice, reasonable evidence of our effort to correct the failure within a reasonable time, you may terminate this Agreement effective an additional 30 days after you deliver to us written notice of termination. However, if we send you written notice during the 30 day period indicating either that: (1) we do not agree that we have materially failed to comply with this Franchise Agreement; or (2) we have fully corrected the failure, then you may not terminate this Franchise Agreement; instead, if you disagree with our position, you agree to submit the dispute to mediation in accordance with Section 17 below.

Your termination of this Agreement other than according to this Section 14A will be deemed a termination without cause and a breach of this Agreement. If you terminate this Agreement without cause, you agree to pay to us within 15 days after the effective date of this Agreement's termination, in addition to the amounts owed hereunder, liquidated damages determined by multiplying the combined monthly average of Royalty Fees and National Advertising Fund Contributions (without regard to any fee waivers or other reductions) that are owed by you to us, beginning with the date you opened your MULE BOX® Business through the date of early termination, multiplied by the lesser of: (i) 24; or (ii) the number of full months remaining in the Term of the Franchise Agreement, except that liquidated damages will not, under any circumstances, be less than $15,000.

The parties to this Agreement acknowledge and agree that it would be impracticable to determine precisely the damages we would incur from this Agreement's termination and the loss of cash flow from Royalty Fees due to us, among other things, the complications of determining what costs, if any, we might have saved and how much the Royalty Fees would have grown over what would have been this Agreement's remaining Term. The parties to this Agreement consider this liquidated damages provision to be a reasonable, good faith pre-estimate of those damages.

This liquidated damages provision only covers our damages from the loss of cash flow from the Royalty Fees. It does not cover any other damages, including damages to our reputation with the public and landlords and damages arising from a violation of any provision of this Agreement other than the Royalty Fee section. You and each of your Owners agree that the liquidated damages provision does not give us an adequate remedy at law for any default under, or for the enforcement of, any provision of this Agreement other than the Royalty Fee section.

14B. TERMINATION BY US.

We may terminate this Agreement, effective upon delivery of written notice of termination to you, if:

(1) you or any of your owners have made or make any material misrepresentation or omission in acquiring the MULE BOX® Franchise or operating the MULE BOX® Franchise;

(2) you do not open the MULE BOX® Franchise for business within three months after the Effective Date;

(3) you, your Managing Owner or, if applicable, Designated Manager and/or other required attendees do not satisfactorily complete the Initial Training Program and you fail to appoint a new Managing Owner or Designated Manager within 30 days that is capable of satisfactorily completing the initial training program;

(4) you or your owners make or attempt to make any transfer in violation of Section 12;

(5) you or any of your owners are or have been convicted by a trial court of, or plead or have pleaded no contest to, a felony, or engage in any criminal misconduct relevant to the operation of your MULE BOX® Business;

(6) you fail to maintain the insurance we require and do not correct the failure within ten days after we deliver written notice of that failure to you;

(7) you or any of your owners engage in any dishonest or unethical conduct which, in our opinion, adversely affects the MULE BOX® Franchise reputation or the goodwill associated with the Marks;

(8) you or any of your owners knowingly make any unauthorized use or disclosure of any part of the Confidential Operations Manual or any other Confidential Information;

(9) you violate any health, safety or sanitation law, ordinance or regulation, or operate the MULE BOX® Franchise in an unsafe manner and do not begin to cure the violation immediately and correct the violation within 24 hours after you receive notice from us or any other party;

(10) you violate any other applicable law, regulation, ordinance or consent decree, or fail to maintain any bond, license or permit, and do not cure such violation or failure within 24 hours after we or any applicable government agency deliver notice to you of that violation or failure;

(11) you fail to pay us, our affiliates, or any third party vendors any amounts due and do not correct the failure within ten days after we deliver written notice of that failure to you;

(12) you fail to pay when due, any federal or state income, service, sales or other taxes due on the MULE BOX® Franchise operation, unless you are in good faith contesting your liability for these taxes;

(13) you or any of your owners: (a) fail on three or more separate occasions within any 12 consecutive month period to comply with this Agreement, whether or not we notify you of the failures, and, if we do notify you of the failures, whether or not you correct the failures after our delivery of notice to you; or (b) fail on two or more separate occasions within any 12 consecutive month period to comply with the same obligation under this Agreement, whether or not we notify you of the failures, and, if we do notify you of the failures, whether or not you correct the failures after our delivery of notice to you;

(14) you or any of your owners make an assignment for the benefit of creditors or admit in writing your insolvency or inability to pay your debts generally as they become due; you consent to the appointment of a receiver, trustee or liquidator of all or the substantial part of your property; the MULE BOX® Franchise is attached, seized, subjected to a writ or distress warrant, or levied upon, unless the attachment, seizure, writ, warrant or levy is vacated within 30 days; or any order appointing a receiver, trustee or liquidator of you or the MULE BOX® Franchise is not vacated within 30 days following the order's entry;

(15) you or any of your owners' assets, property or interests are blocked under any law, ordinance or regulation relating to terrorist activities, or you or any of your owners otherwise violate any such law, ordinance or regulation;

(16) you or any of your owners fail to comply with any other provision of this Agreement or any System Standard and do not correct the failure within ten days after we deliver written notice of the failure to you;

(17) there is a termination of any other franchise agreement or other agreement between you or your affiliates and us or any of our affiliates;

(18) you have three or more insufficient funds or returned checks in any one calendar year;

(19) you or any of your owners violate the in-term restrictive covenant contained in Section 15E of this Agreement; or

(20) you indicate in writing to us your intention to consummate any of the preceding actions.

14C. ASSUMPTION OF MANAGEMENT.

In addition to the rights described in Section 8F (regarding replacing the Designated Manager), and without waiver of any other rights or remedies we may have under this Agreement, in order to prevent any interruption of the MULE BOX® Franchise operations which would cause harm to the MULE BOX® Franchise, thereby depreciating the value thereof, we have the right, but not the obligation, to step-in and designate an individual of our choosing ("Interim Manager") to take possession of the Vehicle(s) and any additional Equipment and to temporarily assume management of your MULE BOX® Franchise for so long as we deem appropriate ("Step-In Rights"): (i) if you fail to comply with any provision of this Agreement and do not cure the failure within the time period specified by this Agreement or us; (ii) if we determine in our sole judgment that the operation of your MULE BOX® Franchise is in jeopardy; (iii) if we determine in our sole discretion that operational problems require that we operate the MULE BOX® Franchise; (iv) if you abandon or fail to actively operate the MULE BOX® Franchise; (v) upon your or the Designated Manager's absence, termination, illness, death, incapacity, divorce or disability under Section 12E of this Agreement; (vi) if we deem you or your Designated Manager incapable of operating the MULE BOX® Franchise; or (vii) if this Agreement is terminated and we are deciding whether to exercise our option to purchase the MULE BOX® Franchise under Section 15F of this Agreement.

If we exercise our Step-In Rights:

(1) You agree to pay us (in addition to all other payments and other amounts due to us or our affiliates) an amount equal to $200 per day we or a third party manages your MULE BOX® Business, plus the Interim Manager's direct out-of-pocket costs and expenses;

(2) all monies from the operation of the Franchise during such period of operation by us shall be kept in a separate account, and the expenses of the MULE BOX® Franchise, including the fee paid to the Interim Manager, shall be charged to said account;

(3) you acknowledge that the Interim Manager will have a duty to utilize only reasonable efforts and will not be liable to you or your owners for any debts, losses, or obligations your MULE BOX® Business incurs, or to any of your creditors for any supplies, products, or other assets or services your MULE BOX® Business purchases, while the Interim Manager manages it;

(4) we will have no liability to you for the activities of an Interim Manager and you agree to indemnify and hold harmless us, the Interim Manager, and any representative of ours who may act hereunder, from any and all acts which we may perform or omissions, as regards the interests of you or third parties; and

(5) you agree to pay all of our reasonable attorney fees and costs incurred as a consequence of our exercise of the Step-In Rights.

Nothing contained herein shall prevent us from exercising any other right which we may have under this Agreement, including, without limitation, termination.

15. OUR AND YOUR RIGHTS AND OBLIGATIONS UPON TERMINATION OR EXPIRATION OF THIS AGREEMENT.

15A. PAYMENT OF AMOUNTS OWED TO US.

You agree to pay us within 15 days after this Agreement expires or is terminated, or on any later date that we determine the amounts due to us (or our affiliates), the Royalty Fees, National Advertising Fund Contributions, interest, and all other amounts owed to us (and our affiliates) which then are unpaid.

15B. DE-IDENTIFICATION.

When this Agreement expires or is terminated:

(1) You may not directly or indirectly at any time or in any manner (except with other MULE BOX® Franchises you own and operate) identify yourself or any business as a current or former MULE BOX® Franchise or as one of our current or former franchise owners; use any Mark, any colorable imitation of a Mark, or other indicia of a MULE BOX® Franchise in any manner or for any purpose; or use for any purpose any trade name, trade or service mark, or other commercial symbol that indicates or suggests a connection or association with us;

(2) you agree to take the action required to cancel or assign all fictitious or assumed name or equivalent registrations relating to your use of any Mark;

(3) you agree to deliver to us, at your expense, within 30 days all signs, marketing materials, forms, and other materials containing any Mark or otherwise identifying or relating to a MULE BOX® Franchise, and if you fail to do so in the required time period, you agree to allow us, without liability to you or third parties for trespass or any other claim, to remove any signs or other materials containing any Marks from the MULE BOX® Business;

(4) notify the telephone company and all telephone directory publishers of the termination or expiration of your right to use any telephone, facsimile or other numbers and telephone directory listings associated with any Mark; to authorize the transfer of these numbers and directory listings to us at our direction; and/or to instruct the telephone company to forward all calls made to your numbers to numbers we specify. If you fail to do so, we may take whatever action and sign whatever documents we deem appropriate on your behalf to affect these events. You agree that, as between you and us, upon termination or expiration, we have the sole right and interest in the telephone numbers and listings, and you appoint us as your attorney-in-fact to direct the telephone company to assign the same to us and to sign any required documents on your behalf;

(5) deliver to us copies of the entire customer files for each customer, which includes referrals, credit card and bank information, and any other customer information, as allowed by law; and

(6) you agree to give us, within 30 days after the expiration or termination of this Agreement, evidence satisfactory to us of your compliance with these obligations.

15C. CONFIDENTIAL INFORMATION.

You agree that, when this Agreement expires or is terminated, you will immediately cease using any of our Confidential Information (including computer software or similar technology and digital passwords and identifications that we have licensed to you or that otherwise are proprietary to us or the System) in any business or otherwise, and return to us all copies of the Confidential Operations Manual and any other confidential materials that we have loaned you, as well as any client data that you may have.

15D. CLIENTS.

If this Agreement is being terminated or expiring without renewal, we may contact clients of the MULE BOX® Franchise and offer such clients continued rights to use one or more MULE BOX® Franchises on such terms and conditions we deem appropriate, which in no event will include assumption of any then-

existing liability arising or relating to those clients, or act or failure to act by you or the MULE BOX® Franchise.

15E. COVENANT NOT TO COMPETE.

Upon termination or expiration of this Agreement, you and your owners agree that for two years beginning on the effective date of termination or expiration or the date on which all persons restricted by this Section begin to comply with this Section, whichever is later, neither you nor any of your owners (or your or their spouses) will have any direct or indirect interest as an owner (whether of record, beneficially, or otherwise), investor, partner, director, officer, employee, consultant, representative or agent in any Competitive Business (as defined in Section 7 above) located or operating within a 50-mile radius of the MULE BOX® Franchise or any other MULE BOX® Franchise in operation or under development on the later of the effective date of the termination or expiration of this Agreement or the date on which all persons restricted by this Section begin to comply with this Section.

These restrictions also apply after transfers, as provided in Section 12C(12) above. However, this Section shall not prohibit ownership of less than five percent (5%) of a class of shares of issued and outstanding capital stock of any corporation whose stock is traded publicly on a recognized United States stock exchange. If any person restricted by this Section refuses voluntarily to comply with these obligations, the two-year period for that person will commence with the entry of a court order enforcing this provision. You and your owners expressly acknowledge that you possess skills and abilities of a general nature and have other opportunities for exploiting these skills. Consequently, our enforcing the covenants made in this Section will not deprive you of your personal goodwill or ability to earn a living.

In the event a court of competent jurisdiction determines that the two-year post-term restricted period contained herein is too long to be enforceable, then the post-term restricted period shall be for a period of one year beginning on the effective date of termination, transfer or expiration of this Agreement.

15F. OUR RIGHT TO PURCHASE THE MULE BOX® FRANCHISE.

(1) Exercise of Option. Upon one of the following:

(a) our termination or expiration of this Agreement according to its terms and conditions; or

(b) your termination of this Agreement without cause;

We have the option, exercisable by giving you written notice within 30 days after the date of termination or expiration, to purchase the MULE BOX® Franchise. We have the unrestricted right to assign this option to purchase. If we purchase the MULE BOX® Franchise, we are entitled to all customary warranties and representations in our asset purchase, including, without limitation, representations and warranties as to ownership and condition of and title to assets, liens and encumbrances on assets; validity of contracts and agreements; and liabilities affecting the assets, contingent or otherwise.

(2) Purchase Price. The purchase price for the MULE BOX® Franchise will be its fair market value, provided the price will not include any value for:

(a) the MULE BOX® Franchise or any rights granted by this Agreement;

(b) goodwill attributable to our Marks, brand image, and other intellectual property; or

(c) participation in the network of MULE BOX® Franchises.

We may exclude from the assets purchased, any Operating Assets, Equipment, and supplies that are not reasonably necessary (in function or quality) to the MULE BOX® Business operation or that we have

not approved as meeting standards for MULE BOX® Businesses, and the purchase price will reflect these exclusions.

(3) Appraisal. If we and you cannot agree on "Fair Market Value," Fair Market Value will be determined by three independent appraisers, each of whom will conduct a separate appraisal and, in doing so, be bound by the criteria specified in subparagraph (2) above. We will appoint one appraiser, you will appoint one appraiser, and these two appraisers will appoint the third appraiser. You and we agree to select our respective appraisers within 15 days after we notify you that we wish to exercise our purchase option (if you and we have not agreed on Fair Market Value before then), and the two appraisers so chosen are obligated to appoint the third appraiser within 15 days after the last of them is appointed. You and we will bear the costs of our own appraisers and share equally the fees and expenses of the third appraiser. The appraisers must complete their appraisals within 30 days after the third appraiser's appointment. The purchase price will be the average of the three independent appraisals.

(4) Closing. We or our assignee will pay the purchase price at the closing, which will take place not later than 60 days after the purchase price is determined, although we or our assignee may decide after the purchase price is determined not to purchase the MULE BOX® Franchise. We may set off against the purchase price, and reduce the purchase price by, any and all amounts you or your owners owe us or our affiliates. At the closing, you agree to deliver instruments transferring to us or our assignee:

(a) good and merchantable title to the assets purchased, free and clear of all liens and encumbrances (other than liens and security interests acceptable to us), with all sales and other transfer taxes paid by you;

(b) all of the MULE BOX® Franchise licenses and permits which may be assigned or transferred; and

(c) accounts receivable from Client Lists in computer readable format.

If you cannot deliver clear title to all of the purchased assets, or if there are other unresolved issues, we and you will close the sale through an escrow. You and your owners further agree to execute general releases, in a form satisfactory to us, of any and all claims against us and our owners, officers, managers, employees, agents, successors and assigns.

15G. CONTINUING OBLIGATIONS.

All of our and your and your owners' obligations which expressly or by their nature survive this Agreement's expiration or termination will continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied in full or by their nature expire.

16. RELATIONSHIP OF THE PARTIES/INDEMNIFICATION.

16A. INDEPENDENT CONTRACTORS.

You and we understand and agree that this Agreement does not create a fiduciary relationship between you and us, that you and we are and will be independent contractors, and that nothing in this Agreement is intended to make either you or us a general or special agent, joint venture, partner, or employee of the other for any purpose. You agree to identify yourself conspicuously in all public records, on letterhead, and in all dealings with clients, suppliers, public officials, MULE BOX® Franchise personnel, and others as the MULE BOX® Franchise owner under a franchise we have granted and to place notices of independent ownership on the forms, business cards, stationery, advertising and other materials we require from time to time. You will not hold yourself out to be our agent, employer or partner. You acknowledge that we have no responsibility regarding the right to license and operate to ensure that the MULE BOX® Business is developed and operated in compliance with all applicable laws, ordinances and regulations.

16B. NO LIABILITY FOR ACTS OF OTHER PARTY.

We and you may not make any express or implied agreements, warranties, guarantees or representations, or incur any debt in the name or on behalf of the other or represent that our respective relationship is other than franchisor and franchise owner. We will not be obligated for any damages to any person or property directly or indirectly arising out of the MULE BOX® Franchise operation or the business you conduct under this Agreement.

16C. TAXES.

We will have no liability for any sales, use, service, occupation, excise, gross revenue, income, property or other taxes, whether levied upon you or the MULE BOX® Franchise, due to the business you conduct (except for our income taxes). You are responsible for paying these taxes and must reimburse us for any taxes that we must pay to any state taxing authority on account of either your operation or payments that you make to us.

16D. INDEMNIFICATION.

You agree to indemnify, defend, and hold harmless us, our affiliates, and our and their respective shareholders, directors, officers, employees, agents, successors, and assignees (the "Indemnified Parties") against, and to reimburse any one or more Indemnified Parties for, all claims, obligations, and damages directly or indirectly arising out of the MULE BOX® Business's operation, the business you conduct under this Agreement, your employment or other contractual relationship with your employees or independent contractors, any loss of data, including customer information, resulting from a breach of such data caused in whole or in part by you or your negligence, or your breach of this Agreement, including, without limitation, those alleged to be or found to have been caused by the Indemnified Party's negligence, unless (and then only to the extent that) the claims, obligations, or damages are determined to be caused solely by our gross negligence or willful misconduct in a final, unappealable ruling issued by a court or arbitrator with competent jurisdiction.

For purposes of this indemnification, "claims" include all obligations, damages (actual, consequential, or otherwise), and costs that any Indemnified Party reasonably incurs in defending any claim against it, including, without limitation, reasonable accountants', arbitrators', attorneys', and expert witness fees, costs of investigation and proof of facts, court costs, travel and living expenses, and other expenses of litigation, arbitration, or alternative dispute resolution, regardless of whether litigation, arbitration, or alternative dispute resolution is commenced. Each Indemnified Party may defend any claim against it and agree to settlements or take any other remedial, corrective, or other actions, and such actions will affect your obligation to indemnify under this Section.

This indemnity will continue in full force and effect subsequent to and notwithstanding this Agreement's expiration or termination. An Indemnified Party need not seek recovery from any insurer or other third party, or otherwise mitigate its losses and expenses, to maintain and recover fully a claim for indemnity under this Section 16D. You agree that a failure to pursue a recovery or mitigate a loss will not reduce or alter the amounts that an Indemnified Party may recover under this Section 16D.

We may, but are not required to, indemnify you against, and reimburse you for: (1) all damages for which you are held liable in any judicial or administrative proceeding arising out your use of any Mark in compliance with this Agreement; and (2) the costs in defending any claim brought against you or in any proceeding in which you are named as a party arising out of your use of any Mark in compliance with this Agreement, provided you have timely notified us of the claim or proceeding, and have complied with this Agreement. If we determine you have used the Mark in accordance with this Agreement, we will pay for such defense, including the cost of any judgment or settlement.

17. ENFORCEMENT.

17A. SECURITY INTEREST.

As security for the performance of your obligations under this Agreement, including payments owed to us for purchase by you, you grant us a security interest in all of the assets of the MULE BOX® Franchise, including, but not limited to, the Vehicle, Equipment, inventory, fixtures, furniture, accounts, supplies, contracts, and proceeds and products of all those assets. You agree to execute such other documents as we may reasonably request in order to further document, perfect and record our security interest. If you default in any of your obligations under this Agreement, we may exercise all rights of a secured creditor granted to us by law, in addition to our other rights under this Agreement and at law. If a third-party lender requires that we subordinate our security interest in the assets of the MULE BOX® Franchise as a condition to lending you working capital for the operation of the MULE BOX® Franchise, we will agree to subordinate pursuant to terms and conditions determined by us.

17B. SEVERABILITY AND SUBSTITUTION OF VALID PROVISIONS.

Except as expressly provided to the contrary in this Agreement, each section, paragraph, term and provision of this Agreement is severable, and, if for any reason, any part is held to be invalid or contrary to or in conflict with any applicable present or future law or regulation in a final, unappealable ruling issued by any court, agency or tribunal with competent jurisdiction, that ruling will not impair the operation of, or otherwise affect, any other portions of this Agreement, which will continue to have full force and effect and bind the parties.

If any covenant which restricts competitive activity is deemed unenforceable by virtue of its scope in terms of area, business activity prohibited, and/or length of time, but would be enforceable if modified, you and we agree that the covenant will be enforced to the fullest extent permissible under the laws and public policies applied in the jurisdiction whose law determines the covenant's validity.

If any applicable and binding law or rule of any jurisdiction requires more notice than this Agreement requires of this Agreement's termination or of our refusal to enter into a Successor Franchise Agreement, or some other action that this Agreement does not require, or if, under any applicable and binding law or rule of any jurisdiction, any provision of this Agreement or any System Standard is invalid, unenforceable or unlawful, the notice and/or other action required by the law or rule will be substituted for the comparable provisions of this Agreement, and we may modify the invalid or unenforceable provision or System Standard to the extent required to be valid and enforceable or delete the unlawful provision in its entirety. You agree to be bound by any promise or covenant imposing the maximum duty the law permits which is subsumed within any provision of this Agreement as though it were separately articulated in and made a part of this Agreement.

17C. WAIVER OF OBLIGATIONS.

We and you may, by written instrument, unilaterally waive or reduce any obligation of or restriction upon the other under this Agreement, effective upon delivery of written notice to the other or another effective date stated in the notice of waiver. Any waiver granted will be without prejudice to any other rights we or you have, will be subject to continuing review, and may be revoked at any time and for any reason effective upon delivery of ten days' prior written notice.

We and you will not waive or impair any right, power or option this Agreement reserves (including, without limitation, our right to demand exact compliance with every term, condition and covenant or to declare any breach to be a default and to terminate this Agreement before its term expires) because of any custom or practice at variance with this Agreement's terms; our or your failure, refusal or neglect to exercise any right under this Agreement or to insist upon the other's compliance with this Agreement, including, without limitation, any System Standard; our waiver of or failure to exercise any right, power or option, whether of the same, similar or different nature, with other MULE BOX® Franchises; the existence of franchise

agreements for other MULE BOX® Franchises which contain provisions different from those contained in this Agreement; or our acceptance of any payments due from you after any breach of this Agreement. No special or restrictive legend or endorsement on any check or similar item given to us will be a waiver, compromise, settlement, or accord and satisfaction. We are authorized to remove any legend or endorsement, which then will have no effect.

Neither we nor you will be liable for loss or damage or be in breach of this Agreement if our or your failure to perform our or your obligations results from: (i) compliance with the orders, requests, regulations or recommendations of any federal, state or municipal government; (ii) acts of God; (iii) fires, strikes, embargoes, war, acts of terrorism or similar events, or riot; or (iv) any other similar event or cause. Any delay resulting from any of these causes will extend performance accordingly or excuse performance, in whole or in part, as may be reasonable, except that these causes will not excuse payments of amounts owed at the time of the occurrence or payment of Royalty Fees or National Advertising Fund Contributions due afterward.

17D. COSTS AND ATTORNEY FEES.

You shall pay all costs and expenses (including reasonable fees of attorneys, accountants and other engaged professionals) incurred by us in successfully enforcing, issuing notices of default, or obtaining any remedy arising from the breach of, this Agreement. The existence of any claims, demands or actions which you may have against us, whether arising from this Agreement or otherwise, shall not constitute a defense to our enforcement of your, or any equitable owners if you are a legal entity, representations, warranties, covenants, agreements or obligations herein. Additionally, the prevailing party in any arbitration or litigation arising out of or relating to this Agreement shall be entitled to recover from the other party all damages, costs and expenses, including court costs and reasonable attorney fees, incurred by the prevailing party in successfully enforcing any provision of this Agreement.

17E. RIGHTS OF PARTIES ARE CUMULATIVE.

Our and your rights under this Agreement are cumulative, and our or your exercise or enforcement of any right or remedy under this Agreement will not preclude our or your exercise or enforcement of any other right or remedy which we or you are entitled by law to enforce.

17F. MEDIATION.

Except as otherwise provided in this Agreement, any claim or controversy arising out of or related to this Agreement, or the making, performance, breach, interpretation or termination thereof, except for any actions brought with respect to: (a) the Marks or Confidential Information; (b) issues concerning the alleged violations of federal or state antitrust laws; (c) securing injunctive relief or specific performance; or (d) the right to indemnification or the manner in which it is exercised, shall first be subject to non-binding mediation in the principal city closest to our principal place of business (currently Dallas, Texas). Mediation shall not defer or suspend our exercise of any termination right under Sections 14 and 15.

The non-binding mediation provided for hereunder shall be commenced by the party requesting mediation giving written notice of the request for mediation to the party with whom mediation is sought. The request shall specify with reasonable particularity the matters for which non-binding mediation is sought.

Non-binding mediation hereunder shall be conducted by one mediator designated by us in writing under the then-current Commercial Mediation Rules of the American Arbitration Association. We shall make the designation within a reasonable time after issuance of the request.

Non-binding mediation hereunder shall be concluded within 60 days of the issuance of the request, or such longer period as may be agreed upon by the parties in writing ("Mediation Termination Date"). All aspects of the mediation process shall be treated as confidential, shall not be disclosed to others, and shall not be

offered or admissible in any other proceeding or legal action whatsoever. The parties shall bear their own costs of mediation and shall share equally in the cost of the mediator or mediation service.

17G. BINDING ARBITRATION.

Without limiting our rights and remedies under Sections 14 and 15, the parties hereto acknowledge and agree that any dispute or controversy arising out of or relating to this Agreement not settled by informal negotiations or mediation will, at the request of either party, be settled by final and binding arbitration conducted in the principal city closest to our principal place of business (currently Dallas, Texas), in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association or its successor organization (the "AAA") and otherwise as set forth below on an individual basis (not a class action). Except for claims excluded from mediation and arbitration herein, the arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Agreement including, but not limited to any claim that all or any part of this Agreement is void or voidable.

Neither party may initiate arbitration prior to the Mediation Termination Date. Following the Mediation Termination Date, either party may initiate the arbitration proceeding by making a written demand to the other. Both parties will then be obligated to engage in arbitration. The demand for arbitration must be served on the other party within the period provided by Section 17M and must contain a statement setting forth the nature of the dispute, the amount involved, if any, and the remedies sought. A demand for arbitration will not operate to stay, postpone or rescind the effectiveness of any termination of this Agreement. Arbitration will not proceed until any protest of arbitrability is resolved by the arbitrator or by an appropriate court, if necessary. Arbitration will be conducted before a single arbitrator who is familiar with legal disputes of the type at issue and who has at least ten years' experience as a lawyer or in the franchise business. The parties will mutually agree on the selection of the arbitrator; however, if the parties have not agreed on the selection of an arbitrator within 30 days after the arbitration demand, either party may request the AAA or successor organization to appoint a qualified arbitrator. Within ten days after appointment of the arbitrator, the parties will meet with the arbitrator, in person or by telephone, for a preliminary conference. At the preliminary conference, the parties will establish the extent of and schedule for discovery, including the production of relevant documents, identification of witnesses, depositions, and the stipulation of uncontested facts. At this preliminary conference, the date for the hearing will be set. At the preliminary conference, the arbitrator will set forth the procedures to be followed at the hearing. Should a dispute arise over the extent of or propriety of any discovery request, the arbitrator will make a final determination after hearing each party's position. At least five days before the scheduled hearing, each party must deliver to the arbitrator and to the other party a written summary of its position on the issues in dispute.

The arbitrator will issue a written decision within ten days after conclusion of the hearing, explaining the basis for the decision. Judgment upon the decision rendered by the arbitrator may be entered in any court having jurisdiction. This decision will be binding upon both parties. The arbitrator will have authority to assess actual damages sustained by reason of any breach or wrongful termination of this Agreement but will not have any authority to amend or modify the terms of this Agreement or to assess punitive damages or treble damages.

The parties will use due diligence to meet the foregoing time schedule, and the arbitrator will have the right to impose appropriate sanctions against any party who fails to comply with the agreed upon time schedule. The arbitrator will use best efforts to comply with the foregoing time schedule, but may unilaterally modify it if, in his opinion, modification is necessary for a proper and just resolution of the dispute. The parties may jointly modify the agreed upon time schedule, subject to the arbitrator's approval. The fees of, and authorized costs incurred by, the arbitrator will be shared equally by the parties, and each party will bear all of its own costs of arbitration; provided, however, that the arbitration decision will provide that the substantially prevailing party will recover from the other party its actual costs and expenses (including arbitrator's fees and expenses, and attorney fees and expenses) incurred in connection with the dispute.

The entire arbitration proceedings and related documents are confidential. Except as necessary to enforce the decision of the arbitrator hereunder, all conduct, statements, promises, offers, views and opinions, whether oral or written, made in the course of the arbitration by any of the parties, their agents, employees or representatives and by the arbitrator, are confidential. These matters will not be discoverable or admissible for any purposes, including impeachment, in any litigation or other proceeding involving the parties, and will not be disclosed to anyone who is not an agent, employee, expert witness, or representative for any of the parties; however, evidence otherwise discoverable or admissible is not excluded from discovery or admission as a result of its use in the arbitration.

No right or remedy conferred upon or reserved to either party is intended to be, nor shall be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy. You and we agree that the provisions of this Section 17F shall apply during the Term of this Agreement and following the termination, expiration or non-renewal of this Agreement.

17H. GOVERNING LAW.

All matters relating to arbitration will be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.). Except to the extent governed by the Federal Arbitration Act, the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 et seq.), or other federal law, this agreement, the franchise, and all claims arising from the relationship between us and you will be governed by the laws of the state of our principal business address, which is currently the state of Texas, without regard to its conflict of laws rules, except that any Texas law or the law of the state of our principal business address, regulating the sale of franchises or governing the relationship of a franchisor and its franchisee will not apply unless its jurisdictional requirements are met independently without reference to this Section.

17I. CONSENT TO JURISDICTION.

Subject to Sections 17F and 17G above and the provisions below, we and you (and your owners) agree that all actions arising under this Agreement or otherwise as a result of the relationship between you and us must be commenced in the state or federal court of general jurisdiction which is closest to where our principal office then is located (currently Dallas, Texas), and we and you (and each owner) irrevocably consent to the jurisdiction of those courts and waive any objection to either the jurisdiction of or venue in those courts. Nonetheless, we and you (and your owners) agree that any of us may enforce any arbitration orders and awards in the courts of the state or states in which you are domiciled or the MULE BOX® Franchise is located.

17J. WAIVER OF PUNITIVE DAMAGES, JURY TRIAL, AND CLASS ACTION.

Except for your obligation to indemnify us for third party claims under Section 16D, and except for punitive damages available to either party under federal law, we and you (and your owners) waive to the fullest extent permitted by law any right to or claim for any punitive or exemplary damages against the other and agree that, in the event of a dispute between us and you, the party making a claim will be limited to equitable relief and to recovery of any actual damages it sustains.

We and you irrevocably waive trial by jury in any action, proceeding or counterclaim, whether at law or in equity, brought by either of us.

To the extent permitted by law, franchisee and the owners waive the right to seek certification of a class in any action, proceeding, or counterclaim against us.

17K. PROVISIONAL REMEDIES.

Nothing in this Agreement bars our right to obtain specific performance of this Agreement and injunctive relief from a court of competent jurisdiction and/or other provisional relief including but not limited to: (i)

enforcement of liens, security agreements, or attachment, as we deem to be necessary or appropriate to compel you to comply with your obligations to us and/or to protect the Marks or Confidential Information; (ii) any claim or dispute involving or contesting the validity of any of the Marks or Confidential Information; (iii) alleged violations of federal or state antitrust laws; (iv) the right to indemnification or the manner in which it is exercised, any claim or controversy arising out of or related to this Agreement, or the making, performance, breach, interpretation, or termination thereof, and (iv) relief against actual or threatened conduct that has or will cause us, the Marks and/or the Confidential Information loss or damage. You agree we may obtain such specific performance, injunctive or provisional relief in addition to such further or other relief as may be available at law or in equity. You agree that we will not be required to post a bond to obtain injunctive relief and that your only remedy if an injunction is entered against you will be the dissolution of that injunction, if warranted, upon due hearing (all claims for damages by injunction being expressly waived hereby). The prevailing party shall be entitled to recover its costs and reasonable attorney fees incurred by it in obtaining such relief. The parties expressly agree that the venue for such litigation shall be the state or federal courts located in the city closest to our principal place of business (currently Dallas, Texas), provided however that we may obtain such relief in any state or federal court with proper jurisdiction. The parties consent to the exercise of personal jurisdiction over them by these courts, and to the propriety of venue in these courts for the purpose of this Section 17K, and the parties waive any objections that they would otherwise have in this regard.

17L. BINDING EFFECT.

This Agreement is binding upon us and you and our and your respective executors, administrators, heirs, beneficiaries, permitted assigns, and successors in interest. Subject to our right to modify the Confidential Operations Manual and System Standards, this Agreement may not be modified except by a written agreement signed by both our and your duly authorized officers.

17M. LIMITATIONS OF CLAIMS.

Except for claims arising from your nonpayment or underpayment of amounts you owe us, any and all claims arising out of or relating to this Agreement or our relationship with you will be barred unless a judicial or arbitration proceeding is commenced within one year from the date on which the party asserting the claim knew or should have known of the facts giving rise to the claims; however, the parties agree that, in order to comply with this provision, either party may commence a judicial or arbitration proceeding before a related mediation proceeding is declared completed.

17N. CONSTRUCTION.

The preambles and attachments are a part of this Agreement which, together with the System Standards contained in the Confidential Operations Manual (which may be periodically modified, as provided in this Agreement), and the Franchise Disclosure Document constitutes our and your entire agreement, and there are no other oral or written understandings or agreements between us and you, or oral or written representations by us, relating to the subject matter of this Agreement, the franchise relationship, or the MULE BOX® Franchise. Nothing in this or in any related agreement is intended to disclaim the representations we made in the Franchise Disclosure Document that we furnished to you. Any understandings or agreements reached, or any representations made, before this Agreement are superseded by this Agreement.

Any policies that we adopt and implement from time to time to guide us in our decision-making are subject to change, are not a part of this Agreement, and are not binding on us. Except as expressly provided in this Agreement, nothing in this Agreement is intended or deemed to confer any rights or remedies upon any person or legal entity not a party to this Agreement. Except where this Agreement expressly obligates us reasonably to approve or not unreasonably to withhold our approval of any of your actions or requests, we have the absolute right to refuse any request you make or to withhold our approval of any of your proposed, initiated or completed actions that require our approval.

The headings of the sections and paragraphs are for convenience only and do not define, limit or construe the contents of these Sections or paragraphs.

References in this Agreement to "we," "us," and "our," with respect to all of our rights and all of your obligations to us under this Agreement include any of our affiliates with whom you deal. The term "affiliate" means any person or entity directly or indirectly owned or controlled by, under common control with, or owning or controlling you or us. The term "control" means the power to direct or cause the direction of management and policies.

If two or more persons are at any time the owners of the MULE BOX® Franchise, whether as partners or a joint venture, their obligations and liabilities to us will be joint and several. References to "owner" mean any person holding a direct or indirect ownership interest (whether of record, beneficially or otherwise) or voting rights in you (or a transferee of this Agreement and the MULE BOX® Franchise or an ownership interest in you), including, without limitation, any person who has a direct or indirect interest in you (or a transferee), this Agreement, or the MULE BOX® Franchise, and any person who has any other legal or equitable interest, or the power to vest in himself or herself any legal or equitable interest, in their revenue, profits, rights or assets.

References to a "controlling ownership interest" in you or one of your owners (if an Entity) mean the percent of the voting shares or other voting rights that results from dividing one hundred percent (100%) of the ownership interests by the number of owners. In the case of a proposed transfer of an ownership interest in you or one of your owners, the determination of whether a "controlling ownership interest" is involved must be made as of both immediately before and immediately after the proposed transfer to see if a "controlling ownership interest" will be transferred (because of the number of owners before the proposed transfer) or will be deemed to have been transferred (because of the number of owners after the proposed transfer).

"Person" means any natural person, corporation, limited liability company, general or limited partnership, unincorporated association, cooperative, or other legal or functional entity.

Unless otherwise specified, all references to a number of days shall mean calendar days and not business days.

The term "MULE BOX® Franchise" includes all of the assets of the MULE BOX® Franchise you operate under this Agreement, including its revenue.

This Agreement may be executed in multiple copies, each of which will be deemed an original.

17O. COVENANT OF GOOD FAITH.

If applicable law implies a covenant of good faith and fair dealing in this Agreement, the parties agree that the covenant shall not imply any rights or obligations that are inconsistent with a fair construction of the terms of this Agreement. Additionally, if applicable law shall imply the covenant, you agree that: (i) this Agreement (and the relationship of the parties that is inherent in this Agreement) grants us the discretion to make decisions, take actions and/or refrain from taking actions not inconsistent with our explicit rights and obligations under this Agreement that may affect favorably or adversely your interests; (ii) we will use our judgment in exercising the discretion based on our assessment of our own interests and balancing those interests against the interests of our franchisees generally (including ourselves and our affiliates if applicable), and specifically without considering your individual interests or the individual interests of any other particular franchisee; (iii) we will have no liability to you for the exercise of our discretion in this manner, so long as the discretion is not exercised in bad faith; and (iv) in the absence of bad faith, no trier of fact in any arbitration or litigation shall substitute its judgment for our judgment so exercised.

18. NOTICES AND PAYMENTS.

All written notices, reports and payments permitted or required to be delivered by this Agreement or the Confidential Operations Manual will be deemed to be delivered:

(1) at the time delivered by hand;

(2) at the time delivered via computer transmission and, in the case of Royalty Fees, National Advertising Fund Contributions and other amounts due, at the time we actually receive payment;

(3) one business day after transmission by facsimile or other electronic system if the sender has confirmation of successful transmission;

(4) one business day after being placed in the hands of a nationally recognized commercial courier service for next business day delivery; or

(5) Three business days after placement in the United States Mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid.

Any notice to us must be sent to the address specified on the first page of this Agreement, although we may change this address for notice by giving you notice of the new address. Any written notice that we send to you may be sent only to the Managing Owner, or, if applicable, the Designated Manager at the address specified on the signature page of this Agreement. You may change the person and/or address for notice only by giving us 30 days' prior written notice by any of the means specified in subparagraphs (1) through (5) above of this Section.

Any required payment or report which we do not actually receive during regular business hours on the date due (or postmarked by postal authorities at least two days before then) will be deemed delinquent.

All payments by you will be applied in such order as we may designate from time to time. You agree that you may not designate an order for application of any fees different from that designated by us and expressly acknowledge and agree that we may accept fees paid pursuant to different instructions without any obligation to follow such instructions, even if such payment is made by its terms conditional on such instructions being followed. This provision may be waived only by written agreement signed by us, which written agreement must be separate from the check or other document or medium constituting or transmitting payment.

19. COMPLIANCE WITH ANTI-TERRORISM LAWS.

You and your owners agree to comply, and to assist us to the fullest extent possible in our efforts to comply, with Anti-Terrorism Laws (defined below). In connection with that compliance, you and your owners certify, represent and warrant that none of your property or interests is subject to being blocked under, and that you and your owners otherwise are not in violation of, any of the Anti-Terrorism Laws. "Anti-Terrorism Laws" mean Executive Order 13224 issued by the President of the United States, the USA PATRIOT Act, and all other present and future federal, state and local laws, ordinances, regulations, policies, lists, and other requirements of any governmental authority addressing or in any way relating to terrorist acts and acts of war. Any violation of the Anti-Terrorism Laws by you or your owners, or any blocking of your or your owners' assets under the Anti-Terrorism Laws shall constitute good cause for immediate termination of this Agreement, as provided in Section 14B above.

20. ELECTRONIC MAIL.

You acknowledge and agree that exchanging information with us by email is efficient and desirable for day-to-day communications and that we and you may utilize email for such communications. You authorize the transmission of email by us and our employees, vendors and affiliates ("Official Senders") to you during the Term of this Agreement.

You further agree that: (i) Official Senders are authorized to send emails to those of your employees as you may occasionally authorize for the purpose of communicating with us; (ii) you will cause your officers, directors and employees to give their consent to Official Senders' transmission of emails to them; (iii) you will require such persons not to opt out or otherwise ask to no longer receive emails from Official Senders during the time that such person works for or is affiliated with you; and (iv) you will not opt out or otherwise ask to no longer receive emails from Official Senders during the Term of this Agreement.

The consent given in this Section 20 shall not apply to the provision of notices by either party under this Agreement pursuant to Section 18 using email unless the parties otherwise agree in a written document manually signed by both parties.

[SIGNATURE PAGE FOLLOWS]

The parties to this Agreement have executed this Agreement effective as of the Effective Date first above written.

FRANCHISOR:	**FRANCHISEE:**
MULE BOX FRANCHISING GROUP, LLC a Texas limited liability company	_____, a(n) _____
By:	By:
Name:	Name:
Title:	Title:

ATTACHMENT A
TO THE FRANCHISE AGREEMENT

FRANCHISE DATA SHEET

Effective Date:

Franchise Fee:

Franchisee Name:
(if entity, include state of formation)

Ownership of Franchise:

Owner Name	Ownership Percentage
	%
	%
	%

Principal Executive:

Designated Representative:

Franchisee Address for Notice:

Franchisee Phone:

Franchisee Email:

Protected Territory:
[Attach map or list of distinguishing territory features such as list of zip codes]

FRANCHISOR: MULE BOX FRANCHISING GROUP, LLC a Texas limited liability company	**FRANCHISEE:** _____, a(n) _____
By:	By:
Name:	Name:
Title:	Title:

SCHEDULE 1 TO ATTACHMENT A

LOCATION ACCEPTANCE LETTER

(to be completed after site selection and acceptance)

Date:

1. **Preservation of Agreement.** Except as specifically set forth in this letter, the Franchise Agreement shall remain in full force and effect in accordance with its terms and conditions. This letter is attached to and upon execution becomes an integral part of the Franchise Agreement.

2. **Authorized Location**. The Authorized Location shall be the following:

---

3. **Protected Territory.** Pursuant to the Franchise Agreement, Franchisee's Protected Territory will be defined as follows (if identified on a map, please attach map and reference attachment below):

FRANCHISOR:
MULE BOX FRANCHISING GROUP, LLC

By:

Name:

Title:

ATTACHMENT B
TO THE FRANCHISE AGREEMENT

OWNERS AGREEMENT

As a condition to the execution of a Franchise Agreement by MULE BOX FRANCHISING GROUP, LLC ("we" or "us"), with _____ ("Franchisee"), each of the undersigned individuals (individually and collectively, "Owners"), who constitute all of the owners of a direct or indirect beneficial interest in Franchisee, as well as their respective spouses, covenant and agree to be bound by this Owners Agreement ("Owners Agreement").

1. Acknowledgments.

1.1 Franchise Agreement. Franchisee entered into a franchise agreement with us effective as of _____ ("Franchise Agreement"). Capitalized words not defined in this Owners Agreement will have the same meanings ascribed to them in the Franchise Agreement.

1.2 Role of Owners. Owners are the beneficial owners or spouses of the beneficial owners of all of the equity interest, membership interest, or other equity controlling interest in Franchisee and acknowledge there are benefits received and to be received by each Owner, jointly and severally, and for themselves, their heirs, legal representatives and assigns. Franchisee's obligations under the Franchise Agreement, including the confidentiality and non-compete obligations, would be of little value to us if Franchisee's owners were not bound by the same requirements. Under the provisions of the Franchise Agreement, Owners are required to enter into this Owners Agreement as a condition to our entering into the Franchise Agreement with Franchisee. Owners will be jointly and severally liable for any breach of this Owners Agreement.

2. Non-Disclosure and Protection of Confidential Information.

2.1 Confidentiality. Under the Franchise Agreement, we will provide Franchisee with specialized training, proprietary trade secrets, and other Confidential Information relating to the establishment and operation of a franchised business. The provisions of the Franchise Agreement governing Franchisee's non-disclosure obligations relating to our Confidential Information are hereby incorporated into this Owners Agreement by reference, and Owners agree to comply with each obligation as though fully set forth in this Owners Agreement as a direct and primary obligation of Owners. Further, we may seek the same remedies against Owners under this Owners Agreement as we may seek against Franchisee under the Franchise Agreement. Any and all information, knowledge, know-how, techniques, and other data, which we designate as confidential, will also be deemed Confidential Information for purposes of this Owners Agreement.

2.2 Immediate Family Members. Owners acknowledge that they could circumvent the purpose of Section 2.1 by disclosing Confidential Information to an immediate family member (i.e., spouse, parent, sibling, child, or grandchild). Owners also acknowledge that it would be difficult for us to prove whether Owners disclosed the Confidential Information to family members. Therefore, each Owner agrees that he or she will be presumed to have violated the terms of Section 2.1 if any member of his or her immediate family uses or discloses the Confidential Information or engages in any activities that would constitute a violation of the covenants listed in Section 3, below, if performed by Owners. However, Owners may rebut this presumption by furnishing evidence conclusively showing that Owners did not disclose the Confidential Information to the family member.

3. Covenant Not to Compete.

3.1 Non-Competition During and After the Term of the Franchise Agreement. Owners acknowledge that as a participant in our system, they will receive proprietary and confidential information and materials, trade secrets, and the unique methods, procedures and techniques which we have developed. The provisions

of the Franchise Agreement governing Franchisee's restrictions on competition during the term of the Franchise Agreement and following the expiration or termination of the Franchise Agreement are hereby incorporated into this Owners Agreement by reference, and Owners agree to comply with and perform each such covenant as though fully set forth in this Owners Agreement as a direct and primary obligation of Owners. Further, we may seek the same remedies against Owners under this Owners Agreement as we may seek against Franchisee under the Franchise Agreement.

3.2 Construction of Covenants. The parties agree that such covenant related to non-competition will be construed as independent of any other covenant or provision of this Owners Agreement. If all or any portion of a covenant referenced in this Section 3 is held unreasonable or unenforceable by a court or agency having valid jurisdiction in a final decision to which we are a party, Owners 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 Section 3.

3.3 Our Right to Reduce Scope of Covenants. Additionally, we have the right, in our sole discretion, to unilaterally reduce the scope of all or part of any covenant referenced in this Section 3 of this Owners Agreement, without Owners' consent (before or after any dispute arises), effective when we give Owners written notice of this reduction. Owners agree to comply with any covenant as so modified.

4. Guarantee.

4.1 Payment. Owners will pay us (or cause us to be paid) all monies payable by Franchisee under the Franchise Agreement on the dates and in the manner required for payment in the relevant agreement.

4.2 Performance. Owners unconditionally guarantee full performance and discharge by Franchisee of all of Franchisee's obligations under the Franchise Agreement on the date and times and in the manner required in the relevant agreement.

4.3 Indemnification. Owners will indemnify, defend and hold harmless us, all of our affiliates, and the respective shareholders, directors, partners, employees, and agents of such entities, against and from all losses, damages, costs, and expenses which we or they may sustain, incur, or become liable for by reason of: (a) Franchisee's failure to pay the monies payable (to us or any of our affiliates) pursuant to the Franchise Agreement, or to do and perform any other act, matter, or thing required by the Franchise Agreement; or (b) any action by us to obtain performance by Franchisee of any act, matter, or thing required by the Franchise Agreement.

4.4 No Exhaustion of Remedies. Owners acknowledge and agree that we will not be obligated to proceed against Franchisee or exhaust any security from Franchisee or pursue or exhaust any remedy, including any legal or equitable relief against Franchisee, before proceeding to enforce the obligations of the Owners as guarantors under this Owners Agreement, and the enforcement of such obligations can take place before, after, or contemporaneously with, enforcement of any of Franchisee's debts or obligations under the Franchise Agreement.

4.5 Waiver of Notice. Without affecting Owners' obligations under this Section 4, we can extend, modify, or release any of Franchisee's indebtedness or obligation, or settle, adjust, or compromise any claims against Franchisee, all without notice to the Owners. Owners waive notice of amendment of the Franchise Agreement and notice of demand for payment or performance by Franchisee.

4.6 Effect of Owner's Death. Upon the death of an Owner, the estate of such Owner will be bound by the obligations in this Section 4, but only for defaults and obligations hereunder existing at the time of death; and the obligations of any other Owners will continue in full force and effect.

5. Transfers.

Owners acknowledge and agree that we have granted the Franchise Agreement to Franchisee in reliance on Owners' business experience, skill, financial resources and personal character. Accordingly, Owners agree not to sell, encumber, assign, transfer, convey, pledge, merge or give away any direct or indirect interest in this Franchisee, unless Owners first comply with the sections in the Franchise Agreement regarding Transfers. Owners acknowledge and agree that any attempted Transfer of an interest in Franchisee requiring our consent under the Franchise Agreement for which our express written consent is not first obtained will be a material breach of this Owners Agreement and the Franchise Agreement.

6. Notices.

6.1 Method of Notice. Any notices given under this Owners Agreement shall be in writing and delivered in accordance with the provisions of the Franchise Agreement.

6.2 Notice Addresses. Our current address for all communications under this Owners Agreement is:

MULE BOX FRANCHISING GROUP, LLC
909 Avenue T, Suite #200
Grand Prairie, Texas 75050

The current address of each Owner for all communications under this Owners Agreement is designated on the signature page of this Owners Agreement. Any party may designate a new address for notices by giving written notice to the other parties of the new address according to the method set forth in the Franchise Agreement.

7. Enforcement of This Owners Agreement.

7.1 Dispute Resolution. Any claim or dispute arising out of or relating to this Owners Agreement shall be subject to the dispute resolution provisions of the Franchise Agreement. This agreement to engage in such dispute resolution process shall survive the termination or expiration of this Owners Agreement.

7.2 Choice of Law; Jurisdiction and Venue. This Owners Agreement and any claim or controversy arising out of, or relating to, any of the rights or obligations under this Owners Agreement, and any other claim or controversy between the parties, will be governed by the choice of law and jurisdiction and venue provisions of the Franchise Agreement.

7.3 Provisional Remedies. We have the right to seek from an appropriate court any provisional remedies, including temporary restraining orders or preliminary injunctions to enforce Owners' obligations under this Owners Agreement. Owners acknowledge and agree that there is no adequate remedy at law for Owners' failure to fully comply with the requirements of this Owners Agreement. Owners further acknowledge and agree that, in the event of any noncompliance, we will be entitled to temporary, preliminary, and permanent injunctions and all other equitable relief that any court with jurisdiction may deem just and proper. If injunctive relief is granted, Owners' only remedy will be the court's dissolution of the injunctive relief. If the injunctive relief was wrongfully issued, Owners expressly waive all claims for damages they incurred as a result of the wrongful issuance.

8. Miscellaneous.

8.1 No Other Agreements. This Owners Agreement constitutes the entire, full and complete agreement between the parties, and supersedes any earlier or contemporaneous negotiations, discussions, understandings or agreements. There are no representations, inducements, promises, agreements, arrangements, or undertakings, oral or written, between the parties relating to the matters covered by this Owners Agreement, other than those in this Owners Agreement. No other obligations, restrictions or duties that contradict or are inconsistent with the express terms of this Owners Agreement may be implied into

this Owners Agreement. Except for unilateral reduction of the scope of the covenants permitted in Section 3.3 (or as otherwise expressly provided in this Owners Agreement), no amendment, change or variance from this Owners Agreement will be binding on either party unless it is mutually agreed to by the parties and executed in writing. Time is of the essence.

8.2 Severability. Each provision of this Owners Agreement, and any portions thereof, will be considered severable. If any provision of this Owners Agreement or the application of any provision to any person, property or circumstances is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Owners Agreement will be unaffected and will still remain in full force and effect. The parties agree that the provision found to be invalid or unenforceable will be modified to the extent necessary to make it valid and enforceable, consistent as much as possible with the original intent of the parties (i.e., to provide maximum protection for us and to effectuate the Owners' obligations under the Franchise Agreement), and the parties agree to be bound by the modified provisions.

8.3 No Third-Party Beneficiaries. Nothing in this Owners Agreement is intended to confer upon any person or entity (other than the parties and their heirs, successors and assigns) any rights or remedies under or by reason of this Owners Agreement.

8.4 Construction. Any term defined in the Franchise Agreement which is not defined in this Owners Agreement will be ascribed the meaning given to it in the Franchise Agreement. The language of this Owners Agreement will be construed according to its fair meaning, and not strictly for or against either party. All words in this Owners Agreement 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.

8.5 Binding Effect. This Owners Agreement may be executed in counterparts, and each copy so executed and delivered will be deemed an original. This Owners Agreement is binding on the parties and their respective heirs, executors, administrators, personal representatives, successors and (permitted) assigns.

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

8.7 Nonwaiver. Our failure to insist upon strict compliance with any provision of this Owners Agreement shall not be a waiver of our right to do so. Delay or omission by us respecting any breach or default shall not affect our rights respecting any subsequent breaches or defaults. All rights and remedies granted in this Owners Agreement shall be cumulative.

8.8 No Personal Liability. You agree that fulfillment of any and all of our obligations written in the Franchise Agreement or this Owners Agreement, or based on any oral communications which may be ruled to be binding in a court of law, shall be our sole responsibility and none of our owners, officers, agents, representatives, nor any individuals associated with us shall be personally liable to you for any reason.

8.9 Owners Agreement Controls. In the event of any discrepancy between this Owners Agreement and the Franchise Agreement, this Owners Agreement shall control.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have entered into this Owners Agreement as of the effective date of the Franchise Agreement.

OWNER(S):
(insert more lines as necessary for each Owner)

By:

Name:

Address:

By:

Spouse Name:

MULE BOX FRANCHISING GROUP, LLC hereby accepts the agreements of the Owner(s) hereunder.

By:

Name:

Title:

Date:

EXHIBIT C
TO THE FRANCHISE AGREEMENT

FRANCHISEE QUESTIONNAIRE/COMPLIANCE CERTIFICATION

DO NOT SIGN THIS STATEMENT IF YOU ARE A RESIDENT OF, OR INTEND TO OPERATE THE FRANCHISED BUSINESS IN, ANY OF THE FOLLOWING STATES, EACH A REGULATED STATE: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, Wisconsin.

DO NOT SIGN THIS STATEMENT IF YOU ARE A RESIDENT OF, OR INTEND TO OPERATE THE FRANCHISED BUSINESS IN CALIFORNIA. See https://dfpi.ca.gov/whats-new-in-2023-for-franchisors.

FOR PROSPECTIVE FRANCHISEES THAT RESIDE IN OR ARE SEEKING TO OPERATE THE FRANCHISED BUSINESS IN ANY REGULATED STATE, SUCH PROSPECTIVE FRANCHISEE IS NOT REQUIRED TO COMPLETE THIS QUESTIONNAIRE OR TO RESPOND TO ANY OF THE QUESTIONS CONTAINED IN THIS QUESTIONNAIRE.

As you know, Mule Box Franchising Group, LLC ("we", "us"), and you are preparing to enter into a franchise agreement for the right to operate a Mule Box® franchise (each, a "Business"). The purpose of this questionnaire is to: (i) determine whether any statements or promises were made to you that we have not authorized or that may be untrue, inaccurate, or misleading; (ii) be certain that you have been properly represented in this transaction; and (iii) be certain that you understand the limitations on claims you may make by reason of the purchase and operation of your franchise. **You cannot sign or date this questionnaire the same day as the Receipt for the Franchise Disclosure Document, but you must sign and date it the same day you sign the Franchise Agreement and pay us the appropriate franchisee fee.** 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.

1. Have you received and personally reviewed the Franchise Agreement, as well as each exhibit or schedule attached to these agreements that you intend to enter into with us?

Y/N _____

2. Have you received and personally reviewed the Franchise Disclosure Document we provided?

Y/N _____

3. Did you sign a receipt for the Disclosure Document indicating the date you received it?

Y/N _____

4. Do you understand all the information contained in the Disclosure Document and the Franchise Agreement you intend to enter into with us?

Y/N _____

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 the Business(es) with these professional advisor(s)?

Y/N _____

6. Do you understand we have only granted you certain, limited territorial rights under the Franchise Agreement, and that we have reserved certain rights under the Franchise Agreement?

Y/N _____

7. 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 System mark or any other mark at any location outside your Territory under the Franchise Agreement, without regard to the proximity of these activities to the premises of your Business(es)?

Y/N _____

8. Do you understand all disputes or claims you may have, arising from, or relating to the Franchise Agreement must be mediated and/or arbitrated, at our option, at our then-current headquarters?

Y/N _____

9. Do you understand the Franchise Agreement provides that you can only collect compensatory damages on any claim under or relating to the Franchise Agreement and are not entitled to any punitive, consequential, or other special damages?

Y/N _____

10. Do you understand the sole entity or person against whom you may bring a claim under the Franchise Agreement is us?

Y/N _____

11. Do you understand that the Franchisee (or one of its principals if Franchisee is an organization), as well as any Principal Executive(s) (as defined in the Franchise Agreement), must successfully complete the appropriate initial training program(s) before we will allow the Business to open or consent to a transfer of that Business?

Y/N _____

12. 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?

Y/N _____

13. Do you understand that we do not have to sell you a franchise or additional franchises or consent to your purchase of existing franchises (other than those that you timely fulfill your development obligations and have contracted to open under the Area Development Agreement, provided you have not materially breached that agreement and failed to timely cure that breach)?

Y/N _____

14. Do you understand that we will send written notices, as required by your Franchise Agreement, to either your Business or home address until you designate a different address by sending written notice to us?

Y/N _____

15. Do you understand that we will not approve your purchase of a 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?

Y/N _____

16. 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 Business that is not contained in the Disclosure Document or that is contrary to, or different from, the information contained in the Disclosure Document?

Y/N _____

17. 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 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?

Y/N _____

18. 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 and/or Development 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?

Y/N _____

19. 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 Business purchase with exception of those payments or loans provided in the Disclosure Document?

Y/N _____

GIVE A COMPLETE EXPLANATION OF ANY NEGATIVE RESPONSES (REFER TO SPECIFIC QUESTION NUMBER).

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.

FRANCHISEE APPLICANT(S):
(add signature lines as necessary)

By:

Name:

Title:

Date:

EXHIBIT E

STATE SPECIFIC ADDENDA

The following modifications are made to this Disclosure Document given to you and may supersede, to the extent then-required by valid applicable state law, certain portions of the Franchise Agreement between you and us dated as of the Effective Date set forth in your Franchise Agreement. When the term "Franchisor's Choice of Law State" is used, it means the laws of the state of Texas, subject to any modifications as set forth in the addenda below. When the term "Supplemental Agreements" is used, it means Area Development Agreement.

Certain states have laws governing the franchise relationship and franchise documents. Certain states require modifications to the FDD, Franchise Agreement and other documents related to the sale of a franchise. These State Specific Addenda ("Addenda") modify the agreements to comply with the state's laws. The terms of these Addenda will only apply if you meet the requirements of the applicable state, independent of your signing the appropriate Addenda. The terms of the Addenda will override any inconsistent provision in the FDD, Franchise Agreement, or any Supplemental Documents. These Addenda are only applicable to the following states: California, Hawaii, Illinois, Iowa, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Ohio, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

If your state requires these modifications, you will sign the signature page to the Addenda along with the Franchise Agreement and any Supplemental Agreements.

CALIFORNIA

Notwithstanding anything to the contrary set forth in the Franchise Disclosure Document, the following provisions shall supersede and apply to all franchises offered and sold in the State of California:

Some states, including California, 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 a 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 the United States Department of Transportation regulations.

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

The Department has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has imposed a fee deferral condition, which requires that we defer the collection of all initial fees from California franchisees until we have completed all of our pre-opening obligations and you are open for business. For California franchisees who sign a development agreement, the payment of the development and initial fees attributable to a specific unit in your development schedule is deferred until that unit is open.

Registration of this franchise does not constitute approval, recommendation, or endorsement by the Commissioner of the Department of Financial Protection and Innovation.

California's Franchise Investment Law (Corporations Code sections 31512 and 31512.1) states that any provision of a franchise agreement or related document requiring the franchisee to waive specific provisions of the law is contrary to public policy and is void and unenforceable. The law also prohibits a franchisor from disclaiming or denying (i) representations it, its employees, or its agents make to you, (ii) your ability to rely on any representations it makes to you, or (iii) any violations of the law.

ITEM 3 – LITIGATION

Neither the Franchisor, nor any person identified in Item 2 of the Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 79a et seq., suspending or expelling such persons from membership in such association or exchange

ITEM 17 – RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

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

2. The Franchise Agreement provides for termination upon bankruptcy, this provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq).

3. The Franchise Agreement contains provisions requiring application of the laws of Texas. This provision may not be enforceable under California law.

4. The Franchise Agreement requires venue to be limited to Texas. This provision may not be enforceable under California law.

5. The Franchise Agreement contains a covenant not to compete which extends beyond the termination or non-renewal of the franchise. This provision may not be enforceable under California law.

6. THE FRANCHISE AGREEMENT MAY REQUIRE THE FRANCHISEE TO EXECUTE A GENERAL RELEASE OF CLAIMS UPON EXECUTION OF THE FRANCHISE AGREEMENT. CALIFORNIA CORPORATIONS CODE SECTION 31512 VOIDS A WAIVER OF YOUR RIGHTS UNDER THE FRANCHISE INVESTMENT LAW (CALIFORNIA CORPORATIONS CODE SECTIONS 31000 THROUGH 31516). BUSINESS AND PROFESSIONS CODE SECTION 20010 VOIDS A WAIVER OF YOUR RIGHTS UNDER THE FRANCHISE RELATIONS ACT (BUSINESS AND PROFESSIONS CODE SECTIONS 20000 THROUGH 20043).

7. California Corporations Code, Section 31125 requires us to give you a disclosure document, approved by the Department of Corporations before we ask you to consider a material modification of your Franchise Agreement.

8. 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.

9. The Franchise Agreement requires binding arbitration. The arbitration will occur in Texas. If we are the substantially prevailing party, we will be entitled to recover reasonable attorneys' fees and litigations costs and expenses in connection with the arbitration. Prospective franchisees 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 restricting venue to a forum outside the State of California.

10. No statement, questionnaire, or acknowledgment 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.

HAWAII

The following paragraphs are added in the state cover pages:

THESE FRANCHISES WILL HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF SECURITIES, DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE COMMISSIONER OF SECURITIES, DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE, AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE, OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, AND THIS ADDENDUM, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS ADDENDUM AND THE DISCLOSURE DOCUMENT CONTAIN A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND FRANCHISEE.

The name and address of the Franchisor's agent in this state authorized to receive service of process is: Commissioner of Securities, Department of Commerce and Consumer Affairs, Business Registration Division, Securities Compliance Branch, 335 Merchant Street, Room 203, Honolulu, Hawaii 96813.

In recognition of the requirements of the Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§ 482E, et seq., the Franchise Disclosure Document for Mule Box Franchising Group, LLC in connection with the offer and sale of franchises for use in the State of Hawaii shall be amended to include the following:

> This proposed registration is effective/exempt from registration or will shortly be on file in California, Hawaii, Illinois, Indiana, Kentucky, Maryland, Michigan, Minnesota, Nebraska, New York, North Dakota, Rhode Island, South Dakota, Texas, Utah, Virginia, Washington, and Wisconsin. No states have refused, by order or otherwise, to register these franchises. No states have revoked or suspended the right to offer these franchises. The proposed registration of these franchises has not been involuntarily withdrawn in any state.

Each provision of this Addendum to the Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§ 482E, et seq., are met independently without reference to this Addendum to the disclosure document.

ILLINOIS

Illinois law governs the Disclosure Document and Franchise Agreement(s).

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.

Your rights upon Termination and Non-Renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with Section 41 of the Illinois Disclosure Act, any condition, stipulation, or provision 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 behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

INDIANA

Notwithstanding anything to the contrary set forth in the Franchise Agreement or Area Development Agreement, the following provisions shall supersede and apply to all franchises offered and sold in the State of Indiana:

1. The Franchise Agreement and Area Development Agreement will be governed by Indiana law. Venue for litigation will not be limited to a venue outside of the State of Indiana, as specified in the Franchise Agreement and Area Development Agreement.

2. The prohibition by Indiana Code 23-2-2.7-1 (7) against unilateral termination of the franchise without good cause or in bad faith, good cause being defined therein as a material breach of the Franchise Agreement, shall supersede any conflicting provisions of the Franchise Agreement and the Area Development Agreement in the State of Indiana to the extent they may be inconsistent with such prohibition.

3. No release language set forth in the Franchise Agreement or Area Development Agreement will relieve us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Indiana.

4. The post-termination non-competition covenants set forth in the Franchise Agreement and Area Development Agreement shall be limited in time to a maximum of three (3) years and in geographic scope to the designated territory granted by the Agreement.

5. Nothing in the Franchise Agreement or Area Development Agreement will relieve us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Indiana, and the laws of the State of Indiana supersede any conflicting choice of law provisions set forth herein if such provision is in conflict with Indiana law.

6. You will not be required to indemnify us and the other Indemnities for any liability caused by your proper reliance on or use of procedures or materials provided by us or caused by our negligence.

7. If we receive any payments related to purchases from you that we do not pass on in full to the supplier, we will promptly account for the amount of the payment that we retained and we will transmit the retained amount to you.

IOWA

Any provision in the Franchise Agreement or Compliance Questionnaire which would require you to prospectively assent to a release, assignment, novation, waiver, or estoppel which purports to relieve any person from liability imposed by the Iowa Business Opportunity Promotions Law (Iowa Code Ch. 551A) is void to the extent that such provision violates such law.

The following language will be added to the Franchise Agreement:

NOTICE OF CANCELLATION

_____ (enter date of transaction)

You may cancel this transaction, without penalty or obligation, within three business days from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within ten business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence or business address, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do not agree to return the goods to the seller or if the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice to Mule Box Franchising Group, LLC at 909 Avenue T, Suite #200, Grand Prairie, Texas 75050, not later than midnight of the third business day after the Effective Date.

I hereby cancel this transaction.

FRANCHISEE:

Signed:

Name:

Date:

MARYLAND

The following provisions will supersede anything to the contrary in the Franchise Disclosure Document, Franchise Agreement or Area Development Agreement and will apply to all franchises offered and sold under the laws of the State of Maryland:

Item 17 - RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

1. No release language in the Franchise Agreement or Area Development Agreement will relieve us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Maryland. Any general release required as a condition of renewal, sale and/or assignment or transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

2. A franchisee may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Laws must be brought within three years after the grant of the franchise.

3. The provision in the Franchise Agreement which provides for termination upon bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

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

ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE MICHIGAN FRANCHISE INVESTMENT LAW

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 on 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 provisions 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 such 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, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchised 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, marketing, 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 advance 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.[1]

(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 franchisee to meet the franchisor's then-current reasonable qualifications 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; and

[1]NOTE: Notwithstanding paragraph (f) above, we intend to fully enforce the provisions of the arbitration section of our agreements. We believe that paragraph (f) is preempted by the Federal Arbitration Act and that paragraph (f) is therefore unconstitutional.

(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.

*****

If the franchisor's most recent financial statements are unaudited and show a net worth of less than $100,000, the franchisor must, at the request of the franchisee, arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations to provide real estate, improvements, equipment, inventory, training, or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

*****

The name and address of the franchisor's agent in this state authorized to receive service of process is: Michigan Department of Commerce, Corporation and Securities Bureau, 6546 Mercantile Way, P.O. Box 30222, Lansing, MI 48910.

Any questions regarding this notice should be directed to:

Department of the Attorney General's Office
Corporate Oversight Division
Attn: Franchise
670 G. Mennen Williams Building
Lansing, MI 48913

MINNESOTA

Notwithstanding anything to the contrary set forth in the Disclosure Document, the Franchise Agreement, or the Area Development Agreement, the following provisions will supersede and apply:

1. We will protect your right to use the trademarks, service marks, trade names, logotypes, or other commercial symbols and/or indemnify you from any loss, costs or expenses arising out of any claim, suit, or demand regarding the use of the same.

2. Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit the Franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring you to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the disclosure document or agreement(s) can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

3. No release language set forth in the Franchise Agreement or Area Development Agreement will relieve us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Minnesota.

4. Minnesota law provides franchisees with certain termination and non-renewal rights. Minnesota Statutes, Section 80C.14, subdivisions 3, 4, and 5 require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement or Area Development Agreement.

5. Under the terms of the Franchise Agreement and Area Development Agreement, as modified by the Minnesota Addendum to the Franchise Agreement, you agree that if you engage in any non-compliance with the terms of the Franchise Agreement or unauthorized or improper use of the System Marks, or Proprietary Materials during or after the period of the Agreements, we will be entitled to seek both temporary and permanent injunctive relief against you from any court of competent jurisdiction, in addition to all other remedies which we may have at law, and you consent to the seeking of these temporary and permanent injunctions.

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

NEW YORK

NOTICE TO PROSPECTIVE FRANCHISEES IN THE STATE OF NEW YORK

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, INVESTOR PROTECTION BUREAU, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NY 10005, 212-416-8236. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is added at the end of Item 3:

Except as provided above, with regard to Franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the Franchise System or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felonycharge, or within the ten-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State or Canadian franchise, securities, antitrust,trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunction or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of the "Summary" sections of Item 17(c), titled "**Requirements for Franchisee to renew or extend**," and Item 17(m), entitled "**Conditions for Franchisor approval of transfer**:"

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Section 33 of the General Business law of the State ofNew York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

4. The following language replaces the "Summary" section of Item 17(d), titled "**Termination by Franchisee**:"

You may terminate the agreement on any grounds available by law.

5. The following is added to the end of the "Summary" sections of Item 17(v), titled "**Choice of Forum**," andItem 17(w), titled "**Choice of Law**:"

The foregoing choice of law should not be considered a waiver of any right conferred upon the Franchisor or upon the Franchisee by Section 33 of the General Business Lawof the State of New York.

6. Franchise Questionnaires and Acknowledgements - No statement, questionnaire, or acknowledgment 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.

7. Receipts - Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earlier of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

NORTH DAKOTA

In North Dakota, the Disclosure Document is amended as follows to conform to North Dakota law:

Item 5 "Initial Fees," is supplemented by the addition of the following:

Refund and cancellation provisions will be inapplicable to franchises operating under North Dakota Law, North Dakota Century Code Annotated Chapter 51-19, Sections 51-19-01 through 51-19-17. If franchisor elects to cancel this Franchise Agreement, franchisor will be entitled to a reasonable fee for its evaluation of you and related preparatory work performed and expenses actually incurred.

Item 6 "Other Fees," is supplemented by the addition of the following:

No consent to termination or liquidated damages shall be required from franchisees in the State of North Dakota.

Item 17 "Renewal, Termination, Transfer and Dispute Resolution," is supplemented by the addition of the following:

Any provision requiring a franchisee to sign a general release upon renewal of the franchise agreement has been determined to be unfair, unjust, and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

Any provision requiring a franchisee to consent to termination or liquidation damages has been determined to be unfair, unjust, and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

Covenants restricting competition contrary to Section 9-08-06 of the North Dakota Century Code, without further disclosing that such covenants may be subject to this statute, are unfair, unjust, and inequitable. Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota.

Any provision in the Franchise Agreement requiring a franchisee to agree to the arbitration or mediation of disputes at a location that is remote from the site of the franchisee's business has been determined to be unfair, unjust, and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The site of arbitration or mediation must be agreeable to all parties and may not be remote from the franchisee's place of business.

Any provision in the Franchise Agreement which designates jurisdiction or venue or requires the franchisee to agree to jurisdiction or venue in a forum outside of North Dakota is void with respect to any cause of action which is otherwise enforceable in North Dakota.

Apart from civil liability as set forth in Section 51-19-12 of the N.D.C.C., which is limited to violations of the North Dakota Franchise Investment Law (registration and fraud), the liability of the franchisor to a franchisee is based largely on contract law. Despite the fact that those provisions are not contained in the franchise investment law, those provisions contain substantive rights intended to be afforded to North Dakota residents and it is unfair to franchise investors to require them to waive their rights under North Dakota Law.

Any provision in the Franchise Agreement requiring that the Franchise Agreement be construed according to the laws of a state other than North Dakota are unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

Any provision in the Franchise Agreement which requires a franchisee to waive his or her right to a jury trial has been determined to be unfair, unjust, and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment 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 behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

OHIO

The following language will be added to the front page of the Franchise Agreement:

You, the purchaser, may cancel this transaction at any time prior to midnight of the fifth business day after the date you sign this agreement. See the attached notice of cancellation for an explanation of this right.

Initials: _____ Date: _____

NOTICE OF CANCELLATION

_____ (enter date of transaction)

You may cancel this transaction, without penalty or obligation, within five business days from the above date. If you cancel, any payments made by you under the agreement, and any negotiable instrument executed by you will be returned within ten business days following the seller's receipt of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your business address all goods delivered to you under this agreement; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of them without further obligation. If you fail to make the goods available to the seller, or if you agree to return them to the seller and fail to do so, then you remain liable for the performance of all obligations under this agreement. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice to Mule Box Franchising Group, LLC at 909 Avenue T, Suite #200, Grand Prairie, Texas 75050, not later than midnight of the fifth business day after the Effective Date.

I hereby cancel this transaction.

FRANCHISEE:

Signed:

Name:

Date:

RHODE ISLAND

Notwithstanding anything to the contrary set forth in the Franchise Disclosure Document, the following provisions shall supersede and apply to all franchises offered and sold in the State of Rhode Island.

ITEM 17 - RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

§19-28.1.-14 of the Rhode Island Franchise Investment Act provides that "A provision in a Franchise Agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

Any general release as a condition of renewal, termination or transfer will be void with respect to claims under the Rhode Island Franchise Investment Act.

VIRGINIA

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for Mule Box Franchising Group, LLC, for use in the Commonwealth of Virginia shall be amended as follows:

Additional Disclosure: The following statements are added to Item 17:

Pursuant to 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 default or termination stated in the Franchise Agreement do 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.

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

WASHINGTON

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

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

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

WISCONSIN

The Wisconsin Fair Dealership Law, Chapter 135 of the Wisconsin Statutes supersedes any provision of the Franchise Agreement if such provision is in conflict with that law. The Franchise Disclosure Document, the Franchise Agreement and the Supplemental Agreements are amended accordingly.

SIGNATURE PAGE FOR APPLICABLE STATE ADDENDA

If any one of the preceding Addenda for specific states is checked as an "Applicable Addenda" below, then that Addenda shall be incorporated into the Franchise Disclosure Document, Franchise Agreement, and any Supplemental Agreements entered into by us and the undersigned Franchisee. To the extent any terms of an Applicable Addenda conflict with the terms of the Franchise Disclosure Document, Franchise Agreement, or Supplemental Agreement(s), the terms of the Applicable Addenda shall supersede the terms of the Franchise Agreement.

☐ California	☐ Michigan	☐ Rhode Island
☐ Hawaii	☐ Minnesota	☐ South Dakota
☐ Illinois	☐ New York	☐ Virginia
☐ Iowa	☐ North Dakota	☐ Washington
☐ Indiana	☐ Ohio	☐ Wisconsin
☐ Maryland		

Date:_____

FRANCHISOR:
MULE BOX FRANCHISING GROUP, LLC

Name:

Title:

FRANCHISEE:
[FRANCHISEE]

Name:

Title:

EXHIBIT F

CONTRACTS FOR USE IN THE MULE BOX® SYSTEM

EXHIBIT F-1

SAMPLE SYSTEM PROTECTION AGREEMENT

This System Protection Agreement ("Agreement") is entered into by the undersigned ("you" or "your") in favor of MULE BOX FRANCHISING GROUP, LLC, a Texas limited liability company, and its successors and assigns ("us," "we," or "our"), upon the terms and conditions set forth in this Agreement.

1. **Definitions**. For purposes of this Agreement, the following terms have the meanings given to them below:

"Competitive Business" means any business that: (i) sells or offers to sell products the same as or similar to the type of products sold by you in and/or from the Franchisee Territory (including, but not limited to, the products we authorize); or (ii) provides or offers to provide services the same as or similar to the type of services sold by you in and/or from the Franchisee Territory (including, but not limited to, the services we authorize), but excludes a MULE BOX® business operating pursuant to a franchise agreement with us.

"Copyrights" means all works and materials for which we or our affiliate have secured common law or registered copyright protection and that we allow franchisees to use, sell, or display in connection with the marketing and/or operation of a MULE BOX® business or the solicitation or offer of a MULE BOX® franchise, whether now in existence or created in the future.

"Franchisee" means the MULE BOX® franchisee for which you are a manager or officer.

"Franchisee Territory" means the territory granted to you pursuant to a franchise agreement with us.

"Intellectual Property" means, collectively or individually, our Marks, Copyrights, Know-how, and System.

"Know-how" means all of our trade secrets and other proprietary information relating to the development, construction, marketing, and/or operation of a MULE BOX® business, including, but not limited to, methods, techniques, specifications, proprietary practices and procedures, policies, marketing strategies, and information comprising the System and the Manual.

"Manual" means our confidential operations manual for the operation of a MULE BOX® business, which may be periodically modified by us.

"Marks" means the logotypes, service marks, and trademarks now or hereafter involved in the operation of a MULE BOX® business, including "MULE BOX®," and any other trademarks, service marks, or trade names that we designate for use by a MULE BOX® business. The term "Marks" also includes any distinctive trade dress used to identify a MULE BOX® business, whether now in existence or hereafter created.

"Prohibited Activities" means any or all of the following: (i) owning, operating, or having any other interest (as an owner, partner, director, officer, employee, manager, consultant, shareholder, creditor, representative, agent, or in any similar capacity) in a Competitive Business (other than owning an interest of five percent (5%) or less in a publicly-traded company that is a Competitive Business); and/or (ii) diverting or attempting to divert any business from us (or one of our affiliates or franchisees).

"Restricted Period" means the two-year period after you cease to be a manager or officer of Franchisee's MULE BOX® business; provided, however, that if a court of competent jurisdiction determines that this period of time is too long to be enforceable, then the "Restricted Period" means the one-year period after you cease to be a manager or officer of Franchisee's MULE BOX® business.

"Restricted Territory" means the geographic area within: (i) a 50-mile radius from Franchisee's MULE BOX® business (and including the premises of the approved location of Franchisee); and (ii) a 50-mile radius from all other MULE BOX® businesses that are operating or under construction as of the beginning of the Restricted Period; provided, however, that if a court of competent jurisdiction determines that the foregoing Restricted Territory is too broad to be enforceable, then the "Restricted Territory" means the geographic area within a 25-mile radius from Franchisee's MULE BOX® business (and including the premises of the approved location of Franchisee).

"System" means our system for the establishment, development, operation, and management of a MULE BOX® business, including Know-how, proprietary programs and products, Manual, and operating system.

2. **Background**. You are a manager or officer of Franchisee. As a result of this relationship, you may gain knowledge of our System. You understand that protecting the Intellectual Property and our System are vital to our success and that of our franchisees and that you could seriously jeopardize our entire System if you were to unfairly compete with us. In order to avoid such damage, you agree to comply with the terms of this Agreement.

3. **Know-How and Intellectual Property**. You agree: (i) you will not use the Know-how in any business or capacity other than the MULE BOX® business operated by Franchisee; (ii) you will maintain the confidentiality of the Know-how at all times; (iii) you will not make unauthorized copies of documents containing any Know-how; (iv) you will take such reasonable steps as we may ask of you from time to time to prevent unauthorized use or disclosure of the Know-how; and (v) you will stop using the Know-how immediately if you are no longer a manager or officer of Franchisee's MULE BOX® business. You further agree that you will not use all or part of the Intellectual Property or all or part of the System for any purpose other than the performance of your duties for Franchisee and within the scope of your employment or other engagement with Franchisee. These restrictions on Know-how, Intellectual Property and the System shall not apply to any information which is information publicly known or becomes lawfully known in the public domain other than through a breach of this Agreement or is required or compelled by law to be disclosed, provided that you will give reasonable notice to us to allow us to seek protective or other court orders.

4. **Unfair Competition during Relationship**. You agree not to unfairly compete with us at any time while you are a manager or officer of Franchisee's MULE BOX® business by engaging in any Prohibited Activities.

5. **Unfair Competition after Relationship**. You agree not to unfairly compete with us during the Restricted Period by engaging in any Prohibited Activities; provided, however, that the Prohibited Activity relating to having an interest in a Competitive Business will only apply with respect to a Competitive Business that is located within or provides competitive goods or services to customers who are located within the Restricted Territory. If you engage in any Prohibited Activities during the Restricted Period, then you agree that your Restricted Period will be extended by the period of time during which you were engaging in the Prohibited Activity.

6. **Immediate Family Members**. You acknowledge that you could circumvent the purpose of this Agreement by disclosing Know-how to an immediate family member (i.e., spouse, parent, sibling, child, grandparent or grandchild). You also acknowledge that it would be difficult for us to prove whether you disclosed the Know-how to family members. Therefore, you agree that you will be presumed to have violated the terms of this Agreement if any member of your immediate family: (i) engages in any Prohibited Activities during any period of time during which you are prohibited from engaging in the Prohibited Activities; or (ii) uses or discloses the Know-how. However, you may rebut this presumption by furnishing evidence conclusively showing that you did not disclose the Know-how to the family member.

7. **Covenants Reasonable**. You acknowledge and agree that: (i) the terms of this Agreement are reasonable both in time and in scope of geographic area; and (ii) you have sufficient resources and business experience and opportunities to earn an adequate living while complying with the terms of this Agreement.

YOU HEREBY WAIVE ANY RIGHT TO CHALLENGE THE TERMS OF THIS AGREEMENT AS BEING OVERLY BROAD, UNREASONABLE, OR OTHERWISE UNENFORCEABLE.

8. **Breach**. You agree that failure to comply with the terms of this Agreement will cause substantial and irreparable damage to us and/or other MULE BOX® franchisees for which there is no adequate remedy at law. Therefore, you agree that any violation of the terms of this Agreement will entitle us to injunctive relief. You agree that we may apply for such injunctive relief without bond, but upon due notice, in addition to such further and other relief as may be available at equity or law, and the sole remedy of yours in the event of the entry of such injunction will be the dissolution of such injunction, if warranted, upon hearing duly held (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby). If a court requires the filing of a bond notwithstanding the preceding sentence, the parties agree that the amount of the bond shall not exceed $1,000. None of the remedies available to us under this Agreement are exclusive of any other, but may be combined with others under this Agreement, or at law or in equity, including injunctive relief, specific performance, and recovery of monetary damages. Any claim, defense, or cause of action that you may have against us, our owners or our affiliates, or against Franchisee, regardless of cause or origin, cannot be used as a defense against our enforcement of this Agreement.

9. **Miscellaneous**.

a. If we pursue legal remedies against you because you have breached this Agreement and prevail against you, you agree to pay our reasonable attorneys' fees and costs in doing so.

b. This Agreement will be governed by, construed, and enforced under the laws of Texas, and the courts in that state shall have jurisdiction over any legal proceedings arising out of this Agreement.

c. Each section of this Agreement, including each subsection and portion thereof, is severable. If any section, subsection, or portion of this Agreement is unenforceable, it shall not affect the enforceability of any other section, subsection, or portion; and each party to this Agreement agrees that the court may impose such limitations on the terms of this Agreement as it deems in its discretion necessary to make such terms reasonable in scope, duration, and geographic area.

d. You and we both believe that the covenants in this Agreement are reasonable in terms of scope, duration, and geographic area. However, we may at any time unilaterally modify the terms of this Agreement upon written notice to you by limiting the scope of the Prohibited Activities, narrowing the definition of a Competitive Business, shortening the duration of the Restricted Period, reducing the geographic scope of the Restricted Territory, and/or reducing the scope of any other covenant imposed upon you under this Agreement to ensure that the terms and covenants in this Agreement are enforceable under applicable law.

EXECUTED on the date stated below:

Date_____ _____
Signature

_____
Typed or Printed Name

EXHIBIT F-2

SAMPLE GENERAL RELEASE AGREEMENT

WAIVER AND RELEASE OF CLAIMS

This Waiver and Release of Claims ("Release") is made as of _____ by _____, a(n) _____ ("Franchisee"), and each individual holding an ownership interest in Franchisee (collectively with Franchisee, "Releasor") in favor of MULE BOX FRANCHISING GROUP, LLC, a Texas limited liability company ("Franchisor," and together with Releasor, the "Parties").

WHEREAS, Franchisor and Franchisee have entered into a Franchise Agreement ("Agreement") pursuant to which Franchisee was granted the right to own and operate a MULE BOX® business;

WHEREAS, [Franchisee has notified Franchisor of its desire to transfer the Agreement and all rights related thereto, or an ownership interest in Franchisee, to a transferee/enter into a successor franchise agreement/amend the Agreement] or **[the Agreement is being terminated/or indicate other reason for the requirement of this waiver and release]**, and Franchisor has consented to such **[transfer/successor franchise agreement/amendment/termination/other reason]**; and

WHEREAS, as a condition to Franchisor's consent to **[transfer the Agreement/enter into a successor franchise agreement/amend the Agreement/terminate the Agreement/other reason]**, Releasor has agreed to execute this Release upon the terms and conditions stated below.

NOW, THEREFORE, in consideration of Franchisor's consent, and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and intending to be legally bound, Releasor hereby agrees as follows:

1. Representations and Warranties. Releasor represents and warrants that it is duly authorized to enter into this Release and to perform the terms and obligations herein contained, and has not assigned, transferred, or conveyed, either voluntarily or by operation of law, any of its rights or claims against Franchisor or any of the rights, claims, or obligations being terminated and released hereunder. Each individual executing this Release on behalf of Franchisee represents and warrants that he/she is duly authorized to enter into and execute this Release on behalf of Franchisee. Releasor further represents and warrants that all individuals that currently hold a direct or indirect ownership interest in Franchisee are signatories to this Release.

2. Release. Releasor and its subsidiaries, affiliates, parents, divisions, successors and assigns, and all persons or firms claiming by, through, under, or on behalf of any or all of them, hereby release, acquit, and forever discharge Franchisor, any and all of its affiliates, parents, subsidiaries, or related companies, divisions, and partnerships, and its and their past and present officers, directors, agents, partners, shareholders, employees, representatives, successors and assigns, and attorneys, and the spouses of such individuals (collectively, the "Released Parties"), from any and all claims, liabilities, damages, expenses, actions, or causes of action which Releasor may now have or has ever had, whether known or unknown, past or present, absolute or contingent, suspected or unsuspected, of any nature whatsoever, including without limiting the generality of the foregoing, all claims, liabilities, damages, expenses, actions, or causes of action directly or indirectly arising out of or relating to the execution and performance of the Agreement and the offer and sale of the franchise related thereto, except to the extent such liabilities are payable by the applicable indemnified party in connection with a third party claim.

3. Nondisparagement. Releasor expressly covenants and agrees not to make any false representation of facts, or to defame, disparage, discredit, or deprecate any of the Released Parties or otherwise

communicate with any person or entity in a manner intending to damage any of the Released Parties, their business, or their reputation.

4. Confidentiality. Releasor agrees to hold in strictest confidence and not disclose, publish, or use the existence of, or any details relating to, this Agreement to any third party without Franchisor's express written consent, except as required by law.

5. Miscellaneous.

a. Releasor agrees that it has read and fully understands this Release and that the opportunity has been afforded to Releasor to discuss the terms and contents of said Release with legal counsel and/or that such a discussion with legal counsel has occurred.

b. This Release shall be construed and governed by the laws of the State of Texas.

c. Each individual and entity that comprises Releasor shall be jointly and severally liable for the obligations of Releasor.

d. In the event that it shall be necessary for any Party to institute legal action to enforce or for the breach of any of the terms and conditions or provisions of this Release, the prevailing Party in such action shall be entitled to recover all of its reasonable costs and attorneys' fees.

e. All of the provisions of this Release shall be binding upon and inure to the benefit of the Parties and their current and future respective directors, officers, partners, attorneys, agents, employees, shareholders, and the spouses of such individuals, successors, affiliates, and assigns. No other party shall be a third party beneficiary to this Release.

f. This Release constitutes the entire agreement and, as such, supersedes all prior oral and written agreements or understandings between and among the Parties regarding the subject matter hereof. This Release may not be modified except in a writing signed by all of the Parties. This Release may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same document.

g. If one or more of the provisions of this Release shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect or impair any other provision of this Release, but this Release shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

h. Releasor agrees to do such further acts and things and to execute and deliver such additional agreements and instruments as any Released Party may reasonably require to consummate, evidence, or confirm the Release contained herein in the matter contemplated hereby.

i. This Release does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Releasor has executed this Release as of the date first written above.

FRANCHISEE:

By:_____

Printed Name: _____

Title: _____

Date: _____

FRANCHISEE'S OWNERS:

By:

Printed Name: _____

Title: _____

Date: _____

EXHIBIT F-3

SAMPLE CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Agreement") is entered into by the undersigned ("you") in favor of MULE BOX FRANCHISING GROUP, LLC, a Texas limited liability company, and its successors and assigns ("us"), upon the terms and conditions set forth in this Agreement.

1. Definitions. For purposes of this Agreement, the following terms have the meanings given to them below:

"Copyrights" means all works and materials for which we or our affiliate(s) have secured common law or registered copyright protection and that we allow MULE BOX® franchisees to use, sell, or display in connection with the marketing and/or operation of a MULE BOX® Business, whether now in existence or created in the future.

"Franchisee" means the MULE BOX® franchisee for which you are an employee, independent contractor, agent, representative, or supplier.

"Intellectual Property" means, collectively or individually, our Marks, Copyrights, Know-how, Manual, and System.

"Know-how" means all of our trade secrets and other proprietary information relating to the development, construction, marketing, and/or operation of a MULE BOX® Business, including, but not limited to, methods, techniques, specifications, proprietary practices and procedures, policies, marketing strategies, and information comprising the System and the Manual.

"Manual" means our confidential operations manual for the operation of a MULE BOX® Business.

"Marks" means the logotypes, service marks, and trademarks now or hereafter involved in the operation of a MULE BOX®, including "MULE BOX®" and any other trademarks, service marks, or trade names that we designate for use by a MULE BOX® Business. The term "Marks" also includes any distinctive trade dress used to identify a MULE BOX® Business, whether now in existence or hereafter created.

"MULE BOX® Business" means a business that operates a self-storage rental and moving business featuring the delivery, warehouse storage and transport of mobile, modular self-storage components using our Intellectual Property.

"System" means our system for the establishment, development, operation, and management of a MULE BOX® Business, including Know-how, proprietary programs and products, confidential operations manuals, and operating system.

2. Background. You are an employee, independent contractor, agent, representative, or supplier of Franchisee. Because of this relationship, you may gain knowledge of our Intellectual Property. You understand that protecting the Intellectual Property is vital to our success and that of our franchisees, and that you could seriously jeopardize our entire Franchise System if you were to use such Intellectual Property in any way other than as described in this Agreement. In order to avoid such damage, you agree to comply with this Agreement.

3. Know-How and Intellectual Property: Nondisclosure and Ownership. You agree: (i) you will not use the Intellectual Property in any business or capacity other than for the benefit of the MULE BOX® Business operated by Franchisee or in any way detrimental to us or to the Franchisee; (ii) you will maintain the confidentiality of the Intellectual Property at all times; (iii) you will not make unauthorized copies of documents containing any Intellectual Property; (iv) you will take such reasonable steps as we may ask of

you from time to time to prevent unauthorized use or disclosure of the Intellectual Property; and (v) you will stop using the Intellectual Property immediately if you are no longer an employee, independent contractor, agent, representative, or supplier of Franchisee. You further agree that you will not use the Intellectual Property for any purpose other than the performing your duties for Franchisee and within the scope of your employment or other engagement with Franchisee.

The Intellectual Property is and shall continue to be the sole property of MULE BOX FRANCHISING GROUP, LLC. You hereby assign and agree to assign to us any rights you may have or may acquire in such Intellectual Property. Upon the termination of your employment or engagement with Franchisee, or at any time upon our or Franchisee's request, you will deliver to us or to Franchisee all documents and data of any nature pertaining to the Intellectual Property, and you will not take with you any documents or data or copies containing or pertaining to any Intellectual Property.

4. Immediate Family Members. You acknowledge you could circumvent the purpose of this Agreement by disclosing Intellectual Property to an immediate family member (i.e., spouse, parent, sibling, child, or grandchild). You also acknowledge that it would be difficult for us to prove whether you disclosed the Intellectual Property to family members. Therefore, you agree you will be presumed to have violated the terms of this Agreement if any member of your immediate family uses or discloses the Intellectual Property. However, you may rebut this presumption by furnishing evidence conclusively showing you did not disclose the Intellectual Property to the family member.

5. Covenants Reasonable. You acknowledge and agree that: (i) the terms of this Agreement are reasonable both in time and in scope of geographic area; and (ii) you have sufficient resources and business experience and opportunities to earn an adequate living while complying with the terms of this Agreement. **YOU HEREBY WAIVE ANY RIGHT TO CHALLENGE THE TERMS OF THIS AGREEMENT AS BEING OVERLY BROAD, UNREASONABLE, OR OTHERWISE UNENFORCEABLE.**

6. Breach. You agree that failure to comply with this Agreement will cause substantial and irreparable damage to us and/or other MULE BOX® franchisees for which there is no adequate remedy at law. Therefore, you agree that any violation of this Agreement will entitle us to injunctive relief. You agree that we may apply for such injunctive relief, without bond, but upon due notice, in addition to such further and other relief as may be available at equity or law, and the sole remedy of yours, in the event of the entry of such injunction, will be the dissolution of such injunction, if warranted, upon hearing duly held (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby). If a court requires the filing of a bond notwithstanding the preceding sentence, the parties agree that the amount of the bond shall not exceed $1,000. None of the remedies available to us under this Agreement are exclusive of any other, but may be combined with others under this Agreement, or at law or in equity, including injunctive relief, specific performance, and recovery of monetary damages. Any claim, defense, or cause of action you may have against us or against Franchisee, regardless of cause or origin, cannot be used as a defense against our enforcement of this Agreement.

7. Miscellaneous.

a. Although this Agreement is entered into in favor of MULE BOX FRANCHISING GROUP, LLC, you understand and acknowledge that your employer/employee, independent contractor, agent, representative, or supplier relationship is with Franchisee and not with us, and for all purposes in connection with such relationship, you will look to Franchisee and not to us.

b. If we pursue legal remedies against you because you have breached this Agreement and prevail against you, you agree to pay our reasonable attorney fees and costs in doing so.

c. This Agreement will be governed by, construed, and enforced under the laws of Texas, and the courts in that state shall have jurisdiction over any legal proceedings arising out of this Agreement.

d. Each section of this Agreement, including each subsection and portion, is severable. If any section, subsection, or portion of this Agreement is unenforceable, it shall not affect the enforceability of any other section, subsection, or portion; and each party to this Agreement agrees that the court may impose such limitations on the terms of this Agreement as it deems in its discretion necessary to make such terms enforceable

EXECUTED on the date stated below:

Date_____ _____
Signature

_____
Typed or Printed Name

EXHIBIT F-4

AUTOMATED CLEARING HOUSE PAYMENT AUTHORIZATION FORM

Franchisee Information:

Franchisee Name	Business No.
Franchisee Mailing Address (street)	Franchisee Phone No.
Franchisee Mailing Address (city, state, zip)	
Contact Name, Address and Phone number (if different from above)	
Franchisee Fax No.	Franchisee Email Address

Bank Account Information:

Bank Name		
Bank Mailing Address (street, city, state, zip)		
Bank Account No.	☐ Checking ☐ Savings (check one)	Bank Routing No. (9 digits)
Bank Mailing Address (city, state, zip)		Bank Phone No.

NOTE: FRANCHISEE MUST ATTACH A VOIDED CHECK RELATING TO THE BANK ACCOUNT.

[SIGNATURE PAGE FOLLOWS]

Authorization:

Franchisee hereby authorizes MULE BOX FRANCHISING GROUP, LLC ("Franchisor") to initiate debit entries to Franchisee's account with the Bank listed above, and Franchisee authorizes the Bank to accept and to debit the amount of such entries to Franchisee's account. Each debit shall be made from time to time in an amount sufficient to cover any fees payable to Franchisor pursuant to any agreement between Franchisor and Franchisee as well as to cover any purchases of goods or services from Franchisor or any affiliate of Franchisor. Franchisee agrees to be bound by the National Automated Clearing House Association (NACHA) rules in the administration of these debit entries. Debit entries will be initiated only as authorized above. This authorization is to remain in full force and effect until Franchisor has received written notification from Franchisee of its termination in such time and in such manner as to afford Franchisor and the Bank a reasonable opportunity to act on it. Franchisee shall notify Franchisor of any changes to any of the information contained in this authorization form at least 30 days before such change becomes effective.

Signature: _____ Date: _____

Printed Name: _____

Title: _____

FEIN: _____

EXHIBIT F-5

SAMPLE LEASE RIDER

THIS LEASE RIDER is entered into between the undersigned parties.

WHEREAS, Company and Franchisee are parties to a Franchise Agreement dated _____, (the "Franchise Agreement"); and

WHEREAS, the Franchise Agreement provides that Franchisee will operate a MULE BOX® ("Business") at a location that Franchisee selects and Company accepts; and

WHEREAS, Franchisee and Landlord propose to enter into the lease to which this Rider is attached (the "Lease"), pursuant to which Franchisee will occupy premises located at the address listed on the signature page below (the "Premises") for the purpose of constructing and operating the Business in accordance with the Franchise Agreement; and

WHEREAS, the Franchise Agreement provides that, as a condition to Company's authorizing Franchisee to enter into the Lease, the parties must execute this Lease Rider;

NOW, THEREFORE, in consideration of the mutual undertakings and commitments set forth in this Rider and in the Franchise Agreement, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

1. During the term of the Franchise Agreement, Franchisee will be permitted to use the Premises for the operation of the Business and for no other purpose.

2. Subject to applicable zoning laws and deed restrictions and to prevailing community standards of decency, Landlord consents to Franchisee's installation and use of such trademarks, service marks, signs, decor items, color schemes, and related components of the MULE BOX® system as Company may from time to time prescribe for the Business.

3. Landlord agrees to furnish Company with copies of all letters and notices it sends to Franchisee pertaining to the Lease and the Premises, at the same time it sends such letters and notices to Franchisee. Notice shall be sent to Company by the method(s) as stated in the lease to:

Mule Box Franchising Group, LLC
909 Avenue T, Suite #200
Grand Prairie, TX 75050
franchising@mulebox.com

4. Company will have the right, without being guilty of trespass or any other crime or tort, to enter the Premises at any time or from time to time (i) to make any modification or alteration it considers necessary to protect the MULE BOX® system and marks, (ii) to cure any default under the Franchise Agreement or under the Lease, or (iii) to remove the distinctive elements of the MULE BOX® trade dress upon the Franchise Agreement's expiration or termination. Neither Company nor Landlord will be responsible to Franchisee for any damages Franchisee might sustain as a result of action Company takes in accordance with this provision. Company will repair or reimburse Landlord for the cost of any damage to the Premises' walls, floor or ceiling that result from Company's removal of trade dress items and other property from the Premises.

5. Franchisee will be permitted to assign the Lease to Company or its designee upon the expiration or termination of the Franchise Agreement. Landlord consents to such an assignment and agrees not to impose

any assignment fee or similar change, or to increase or accelerate rent under the Lease, in connection with such an assignment.

6. If Franchisee assigns the Lease to Company or its designee in accordance with the preceding paragraph, the assignee must assume all obligations of Franchisee under the Lease from and after the date of assignment, but will have no obligation to pay any delinquent rent or to cure any other default under the Lease that occurred or existed prior to the date of the assignment.

7. Franchisee may not assign the Lease or sublet the Premises without Company's prior written consent, and Landlord will not consent to an assignment or subletting by Franchisee without first verifying that Company has given its written consent to Franchisee's proposed assignment or subletting.

8. Landlord and Franchisee will not amend or modify the Lease in any manner that could materially affect any of the provisions or requirements of this Lease Rider without Company's prior written consent.

9. The provisions of this Lease Rider will supersede and control any conflicting provisions of the Lease.

10. Landlord acknowledges that Company is not a party to the Lease and will have no liability or responsibility under the Lease unless and until the Lease is assigned to, and assumed by, Company.

IN WITNESS WHEREOF, the parties have executed this Lease Rider on the date signed below:

Effective Date of this Lease Rider:

Premises Address:

COMPANY:
MULE BOX FRANCHISING GROUP, LLC

By:

Name:

Title:

FRANCHISEE:
[FRANCHISEE]

By:

Name:

Title:

LANDLORD:
[LANDLORD]

By:

Name:

Title:

EXHIBIT F-6

SBA FORM 2462 ADDENDUM TO FRANCHISE AGREEMENT

ADDENDUM TO FRANCHISE AGREEMENT

THIS ADDENDUM ("Addendum") is made and entered into on _____, 20____, by and between _____ ("Franchisor"), located at _____ _____, and _____ ("Franchisee"), located at _____.

Franchisor and Franchisee entered into a Franchise Agreement on _____, 20__, (such Agreement, together with any amendments, the "Franchise Agreement"). Franchisee is applying for a loan ("Loan") from a lender in which funding is provided with the assistance of the U. S. Small Business Administration ("SBA"). SBA requires the execution of this Addendum as a condition for obtaining the SBA-assisted financing.

In consideration of the mutual promises below and for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree that notwithstanding any other terms in the Franchise Agreement:

CHANGE OF OWNERSHIP

- If Franchisee is proposing to transfer a partial interest in Franchisee and Franchisor has an option to purchase or a right of first refusal with respect to that partial interest, Franchisor may exercise such option or right only if the proposed transferee is not a current owner or family member of a current owner of Franchisee. If the Franchisor's consent is required for any transfer (full or partial), Franchisor will not unreasonably withhold such consent. In the event of an approved transfer of the franchise interest or any portion thereof, the transferor will not be liable for the actions of the transferee franchisee.

FORCED SALE OF ASSETS

- If Franchisor has the option to purchase the business personal assets upon default or termination of the Franchise Agreement and the parties are unable to agree on the value of the assets, the value will be determined by an appraiser chosen by both parties. If the Franchisee owns the real estate where the franchise location is operating, Franchisee will not be required to sell the real estate upon default or termination, but Franchisee may be required to lease the real estate for the remainder of the franchise term (excluding additional renewals) for fair market value.

COVENANTS

- If the Franchisee owns the real estate where the franchise location is operating, Franchisor may not record against the real estate any restrictions on the use of the property, including any restrictive covenants, branding covenants or environmental use restrictions.

EMPLOYMENT

- Franchisor will not directly control (hire, fire or schedule) Franchisee's employees.

This Addendum automatically terminates on the earlier to occur of the following: (i) the Loan is paid in full; or (ii) SBA no longer has any interest in the Loan.

Except as amended by this Addendum, the Franchise Agreement remains in full force and effect according to its terms.

FRANCHISOR:	**FRANCHISEE:**
By: _____	By: _____
Print Name: _____	Print Name: _____

Note to Parties: This Addendum only addresses "affiliation" between the Franchisor and Franchisee. Additionally, the applicant Franchisee and the franchise system must meet all SBA eligibility requirements.

EXHIBIT G

STATE EFFECTIVE DATES

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

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

State	Effective Date
California	
Hawaii	
Illinois	
Indiana	
Maryland	
Michigan	
Minnesota	
New York	
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	
Wisconsin	

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

RECEIPT

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

If Mule Box Franchising Group, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the Franchisor or an affiliate in connection with the proposed franchise sale. New York requires that you be given this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of any franchise or other agreement, or payment of any consideration that relates to the franchise relationship.

If Mule Box Franchising Group, LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580, and any applicable state agency.

This franchise is being offered by the following seller(s) at the principal business address and phone number listed below (check all that have been involved in the sales process):

Jack Civa; 909 Avenue T, Suite #200, Grand Prairie, Texas 75050; (254) 262-6160

Franchise Brokers, Consultants, or Franchise Development Company Representatives (if any):

Name:
Address:
Phone:

Issuance Date: January 26, 2024

I received a Disclosure Document that included the following Exhibits:

A. Financial Statements
B. List of State Administrators and Agents for Service of Process
C. List of Current and Former Franchisees
D. Franchise Agreement with Attachments
E. State Specific Addenda
F. Contracts for Use in the System
G. State Effective Dates
Receipts

Signature:

Print Name:

Date Received:

PLEASE SIGN AND KEEP THIS COPY FOR YOUR RECORDS.

RECEIPT

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

If Mule Box Franchising Group, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the Franchisor or an affiliate in connection with the proposed franchise sale. New York requires that you be given this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of any franchise or other agreement, or payment of any consideration that relates to the franchise relationship.

If Mule Box Franchising Group, LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580, and any applicable state agency.

This franchise is being offered by the following seller(s) at the principal business address and phone number listed below (check all that have been involved in the sales process):

Jack Civa; 909 Avenue T, Suite #200, Grand Prairie, Texas 75050; (254) 262-6160

Franchise Brokers, Consultants, or Franchise Development Company Representatives (if any):
Name:
Address:
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E. State Specific Addenda
F. Contracts for Use in the System
G. State Effective Dates
Receipts

Signature:

Print Name:

Date Received:

RETURN THIS COPY TO US: Mule Box Franchising Group, LLC
c/o Jack Civa
jack@mulebox.com