

EXHIBIT A

**DiFrancesco, Bateman, Kunzman,
Davis, Lehrer & Flaum, P.C.**

15 Mountain Boulevard
Warren, N J 07059
(908) 757-7800
Attorney ID: 020011980
Attorneys for Plaintiff

<p>TREK AUTO SALES, INC.,</p> <p style="text-align: center;">Plaintiff,</p> <p>v.</p> <p>U-SAVE AUTO RENTAL OF AMERICA, INC.,</p> <p style="text-align: center;">Defendant.</p>	<p>SUPERIOR COURT OF NEW JERSEY LAW DIVISION: MIDDLESEX COUNTY</p> <p>DOCKET NO. MID-L-6446-15</p> <p style="text-align: center;">CIVIL ACTION</p> <p style="text-align: center;">SUMMONS</p>
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THE STATE OF NEW JERSEY, TO THE ABOVE-NAMED DEFENDANT:

U-Save Auto Rental of America, Inc.

The plaintiff, named above, has filed a lawsuit against you in the Superior Court of New Jersey. The complaint attached to this summons states the basis for this lawsuit. If you dispute this complaint, you or your attorney must file a written answer or a general appearance in accordance with R.5:4-3(a) with the deputy clerk of the Superior Court in the county listed above within 35 days from the date you received this summons, not counting the date you received it. The address of the deputy clerk of the Superior Court is:

Middlesex County Civil Case Management
P.O. Box 964, 56 Paterson Street
New Brunswick, NJ 08903

A \$175.00 filing fee payable to the "Treasurer, State of New Jersey" must accompany your answer or appearance when it is filed. You must also send a copy of your answer or appearance to the attorney(s) for the plaintiff, whose name and office address appears above, or to plaintiff, if no attorney is named above. A telephone call will not protect your rights; you must file and serve a written answer or appearance (with fee) if you want the court to hear your defense.

If you do not file and serve a written answer or appearance within 35 days, the court may enter a judgment against you for the relief plaintiff demands, plus interest and costs of suit. If judgment is entered against you, the Sheriff may seize your money, wages, or property to pay all or part of the judgment.

If you cannot afford an attorney, you may call the Legal Services Office in the county where you live. A list of these offices is provided. If you do not have an attorney and are not eligible for free legal assistance, you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A list of these numbers is also provided.

Michelle M. Smith

Michelle M. Smith
Clerk of the Superior Court

Dated: November 10, 2015

Name of defendant to be served: **U-Save Auto Rental of America, Inc.**
Address for Service: **1052 Highland Colony Parkway**
Suite 204
Ridgeland, Mississippi 39157

ATLANTIC COUNTY

Deputy Clerk, Superior Court
Civil Division, Direct Filing
1201 Bacharach Blvd., First Fl.
Atlantic City, NJ 08401
LAWYER REFERRAL: 609-345-3444
LEGAL SERVICES: 609-348-4200

BERGEN COUNTY

Deputy Clerk, Superior Court
Case Processing Section,
Room 119
Justice Center, 10 Main St.
Hackensack, NJ 07601-0769
LAWYER REFERRAL: 201-488-0044
LEGAL SERVICES: 201-487-2166

BURLINGTON COUNTY

Deputy Clerk, Superior Court
Central Processing Office
Attn: Judicial Intake
First Fl., Courts Facility
49 Rancocas Rd.
Mt. Holly, NJ 08060
LAWYER REFERRAL: 609-261-4862
LEGAL SERVICES: 609-261-1088

CAMDEN COUNTY

Deputy Clerk, Superior Court
Civil Processing Office
1st Fl., Hall of Records
101 S. Fifth St.
Camden, NJ 08103
LAWYER REFERRAL: 856-964-4520
LEGAL SERVICES: 856-964-2010

CAPE MAY COUNTY

Deputy Clerk, Superior Court
Central Processing Office
9 N. Main Street
Box CN-209
Cape May Court House, NJ 08210
LAWYER REFERRAL: 609-463-0313
LEGAL SERVICES: 609-465-3001

CUMBERLAND COUNTY

Deputy Clerk, Superior Court
Civil Case Management Office
Broad & Fayette Sts., PO Box 615
Bridgeton, NJ 08302
LAWYER REFERRAL: 856-692-6207
LEGAL SERVICES: 856-451-0003

ESSEX COUNTY

Deputy Clerk, Superior Court
37 Hall of Records
165 Dr. Martin Luther King, Jr. Blvd.
Newark, NJ 07102
LAWYER REFERRAL: 973-622-4341
LEGAL SERVICES: 973-622-0063

GLOUCESTER COUNTY

Deputy Clerk, Superior Court
Civil Case Management Office
Attn: Intake
First Fl., Court House
1 North Broad Street, PO Box 129
Woodbury, NJ 08096
LAWYER REFERRAL: 856-848-4589
LEGAL SERVICES: 856-848-5360

HUDSON COUNTY

Deputy Clerk, Superior Court
Superior Court, Civil Records Dept.
Brennan Court House - 1st Floor
583 Newark Ave.
Jersey City, NJ 07306
LAWYER REFERRAL: 201-798-2727
LEGAL SERVICES: 201-792-6363

HUNTERDON COUNTY

Deputy Clerk, Superior Court
Civil Division
65 Park Avenue
Flemington, NJ 08862
LAWYER REFERRAL: 908-735-2611
LEGAL SERVICES: 908-782-7979

MERCER COUNTY

Deputy Clerk, Superior Court
Local Filing Office, Courthouse
175 South Broad St., PO Box 8068
Trenton, NJ 08650
LAWYER REFERRAL: 609-585-6200
LEGAL SERVICES: 609-695-6249

MIDDLESEX COUNTY

Deputy Clerk, Superior Court
P.O. Box 964
New Brunswick, NJ 08903
LAWYER REFERRAL: 732-828-0053
LEGAL SERVICES: 732-249-7600

MONMOUTH COUNTY

Deputy Clerk, Superior Court
71 Monument Park
PO Box 1262
Court House, East Wing
Freehold, NJ 07728-1262
LAWYER REFERRAL: 732-431-5544
LEGAL SERVICES: 732-866-0020

MORRIS COUNTY

Deputy Clerk, Superior Court
Civil Division
30 Schuyler Pl., PO Box 910
Morristown, NJ 07960-0810
LAWYER REFERRAL: 973-605-8325
LEGAL SERVICES: 973-285-6911

OCEAN COUNTY

Deputy Clerk, Superior Court
Court House, Room 119
118 Washington Street
Toms River, NJ 08754
LAWYER REFERRAL: 732-240-3666
LEGAL SERVICES: 732-341-2727

PASSAIC COUNTY

Deputy Clerk, Superior Court
Civil Division
Court House
77 Hamilton St.
Paterson, NJ 07505
LAWYER REFERRAL: 973-278-9223
LEGAL SERVICES: 973-523-2900

SALEM COUNTY

Deputy Clerk, Superior Court
92 Market St., PO Box 18
Salem, NJ 08079
LAWYER REFERRAL: 856-935-5629
LEGAL SERVICES: 856-964-2010

SOMERSET COUNTY

Deputy Clerk, Superior Court
Civil Division Office
New Court House, 3rd Fl.
PO Box 3000
Somerville, NJ 08876
LAWYER REFERRAL: 908-685-2323
LEGAL SERVICES: 908-231-0840

SUSSEX COUNTY

Deputy Clerk, Superior Court
Sussex County Judicial Center
43-47 High Street
Newton, NJ 07860
LAWYER REFERRAL: 973-267-5882
LEGAL SERVICES: 973-383-7400

UNION COUNTY

Deputy Clerk, Superior Court
1st Fl., Court House
2 Broad Street
Elizabeth, NJ 07207-6073
LAWYER REFERRAL: 908-353-4715
LEGAL SERVICES: 908-354-4340

WARREN COUNTY

Deputy Clerk, Superior Court
Civil Division Office
Court House
Belvidere, NJ 07823-1500
LAWYER REFERRAL: 973-287-5882
LEGAL SERVICES: 908-475-2010

**DiFrancesco, Bateman, Kunzman,
Davis, Lehrer & Flaum, P.C.**
15 Mountain Boulevard
Warren, N J 07059
(908) 757-7800
Attorney ID# 020011980
Attorneys for Plaintiff

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CLERK OF COURT
MIDDLESEX COUNTY

<p>TREK AUTO SALES, LLC, Plaintiff, v. U-SAVE AUTO RENTAL OF AMERICA, INC., Defendant.</p>	<p>SUPERIOR COURT OF NEW JERSEY LAW DIVISION MIDDLESEX COUNTY DOCKET NO. MID-L- MID-L- 06446 - 15 CIVIL ACTION VERIFIED COMPLAINT</p>
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Plaintiff Trek Auto Sales, LLC, by way of Complaint against Defendant U-Save Auto Rental of America, Inc., states the following:

PARTIES

1. Plaintiff is a business entity organized under the laws of the State of New Jersey, and has its principal place of business in the Township of East Brunswick, County of Middlesex, State of New Jersey.

2. Upon information and belief, Defendant is a corporation organized under the laws of the State of Mississippi, and has its principal place of business in Ridgeland, Mississippi.

3. On or about January 13, 2015, the parties entered into a Franchise Agreement under which the Defendant granted the Plaintiff a franchise to operate a vehicle rental business, and a license to use the Defendant's marks in the operation of the business. The term of the agreement is ten years beginning November 28, 2014. A true and accurate copy of the Franchise Agreement is attached as Exhibit A.

4. The Defendant began operation pursuant to the Franchise Agreement. Pursuant to the terms of the agreement, in addition to other payments, the Defendant receives 20% of rental fees received by the Plaintiff. The Plaintiff utilizes a credit card system in its business. Under the terms of its standard agreement with the public, if a member of the public seeks to reserve a vehicle, they must provide a credit card, credit card number, and a CVV number on a credit card, which is a security code. Such information is received by the Defendant, and is to be provided to the Plaintiff.

5. Under the standard rental agreement with the public, in the event a vehicle is reserved, but then not taken by the customer, their credit card is charged the greater of \$50.00 or the daily rental rate. The Plaintiff must be provided with the CVV number of each credit card in order to charge the customer in accordance with such agreement.

6. The Defendant failed to provide the CVV numbers to the Plaintiff for several months, resulting in the loss of revenue of over \$60,000.00 to the Plaintiff. The Defendant has advised that it no longer has access to such numbers, and cannot provide them to the Plaintiff. Despite the inability of the Plaintiff to collect fees due occasioned by the fault of the Defendant, the Defendant still charged the Plaintiff 20% of such rental amounts.

7. On August 17, 2015, the Defendant forwarded correspondence to the Plaintiff advising Plaintiff that it was in arrears in payments due in the total amount of \$27,603.81. The correspondence stated that it constituted notification of default and intention to terminate, but also provided an opportunity to cure the default by payment made within 60 days. The correspondence advised that if payment was not received within 60 days after receipt of the notification, territory exclusively assigned to the Plaintiff would revert to the Defendant. See, Exhibit B.

8. On October 16, 2015, Plaintiff advised that it was making payment that day. The Defendant refused to accept Plaintiff's payment and on October 19, 2015, locked

Plaintiff out of its reservation system, preventing Plaintiff from operating. Defendant demanded amounts in excess of the amounts claimed in its August 17, 2015 correspondence in order to allow Plaintiff to continue operations.

9. After demand was made from legal counsel, Defendant agreed to resume service to the Plaintiff upon Plaintiff making payment of the amount claimed in the August 17, 2015 correspondence. Plaintiff made such payment on October 21, 2015, and service was resumed.

10. The Defendant claims further amounts due and owing from the Plaintiff, and Plaintiff has sought credit for the amounts lost due to the Defendant's failure to provide the CVV numbers. The Defendant refuses to acknowledge that Plaintiff is entitled to any credit, has forwarded a promissory note to be executed by the Plaintiff and its principal, in the amount of \$139,511.03, and has threatened that if the Plaintiff and its principal do not execute and return the note, they will again cease providing services.

11. The Defendant has not provided any further notice of claimed default. Pursuant to the agreement and New Jersey statutes, such notice must be provided before the cessation or termination of the agreement. The Defendant's previous cessation of service was illegal, and any cessation of such service without notice of default and a period to cure will similarly be illegal.

12. The Defendant's cessation of service from October 19 through 21, 2015 resulted in loss of business revenue to the Plaintiff.

13. As a result of the Defendant's failure to provide the CVV numbers of credit cards, and its illegal termination of service to the Plaintiff, the Plaintiff has been damaged.

WHEREFORE, Plaintiff Trek Auto Sales, LLC demands judgment against Defendant U-Save Auto Rental of America, Inc. for the following:

A. Declaration enjoining Defendant from cessation of service to the

Plaintiff without notice of default and opportunity to cure;

- B. Compensatory damages;
- C. Punitive damages;
- D. Attorney's fees;
- E. Interest and costs of suit; and
- F. Such other and further relief as the Court deems just and equitable.

CERTIFICATION OF COUNSEL

1. Pursuant to Rule 4:5-1, the undersigned hereby certifies that at the time of filing this Complaint, the matter in controversy is not the subject of any other action pending in any court and/or arbitration proceeding. The undersigned is unaware of any non-party who should be joined in this action.

2. I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.


Paul R. Rizzo

Dated: October 28, 2015

VERIFICATION

I, Dustin Valenti, of full age, being duly sworn according to law, upon my oath depose and say:

1. I am the president and sole member of Trek Auto Sales, LLC, and am familiar with the facts and circumstances set forth herein.

2. I certify that the facts set forth in the Verified Complaint are true to the best of my personal knowledge. I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.



Dustin Valenti

Dated: October 28, 2015

U-SAVE AUTO RENTAL[®]

FRANCHISE AGREEMENT

This Franchise Agreement is between U-Save Auto Rental of America, Inc. ("U-Save," "we," "us," or "our") and:

TREK AUTO SALES LLC ("you" or "Franchisee"), and the guarantors identified in Attachment III to this Franchise Agreement.

DEFINITIONS--Words and phrases used frequently in this Franchise Agreement will have the meaning indicated:

"Affiliate" means any subsidiary of U-Save, including without limitation, U-Save Leasing, Inc. and Peakstone Financial Services, Inc.

"Franchise Agreement" means this document, all its attachments, exhibits, amendments and modifications whenever made.

"Collateral Agreement" means any agreement between you and us or between you and our affiliates relating to or arising out of the franchise relationship created by this Franchise Agreement.

"Consumer Price Index" means the consumer price index for all urban consumers, All Cities, All Items (CPI-U) as calculated and published by the Bureau of Labor Statistics, U.S. Dept. of Labor or its equivalent.

"Damage Waiver Revenue" means revenue you generate from a Collision Damage Waiver, a Loss Damage Waiver and any other damage waiver you charge to your customer.

"Effective Date" means the date entered in the space so designated on the signature page of this Franchise Agreement.

"Franchised Business" means the vehicle rental business operated pursuant to this Franchise Agreement.

"Franchisee" means the person named in this Franchise Agreement who is granted the right to operate the Franchised Business.

"Gross Rental Revenue" means the total revenue from time and mileage rental fees.

"Immediate Family" means your spouse, children, parents, brothers, sisters, uncles, aunts, nephews, nieces, grandparents, grandchildren, but not in-laws.

"Local Marketing Cooperative" means a group, consisting of franchisees we select plus our representatives that determines how its members can best serve specific rental markets.

"Manual" means the U-Save policy, training and development manuals, all supplemental bulletins and revisions thereto, and other materials loaned to you that contain the required policies and procedures for the operation of the Franchised Business.

"Marks" means the words "U-Save[®]," "U-Save Auto Rental[®]," "U-Save Car & Truck Rental[®]," any design incorporating these words, and all other words or symbols currently used, or to be developed in the future by us, in connection with the U-Save[®] System.

"Corporate Offices" means our offices in Ridgeland, Mississippi.

"Disclosure Document" means the Franchise Disclosure Document of which this Franchise Agreement is part.

"Opening Date" means the date on which you first insure a vehicle for use in the Franchised Business, or rent a vehicle under the Marks, whichever occurs first.

"Performance Standards" means the minimum number of vehicles, designated in Attachment I to this Franchise Agreement, to be owned, used or kept for use in the Franchised Business.

"Principal" means your spouse (if you are an individual), all of your general and limited partners, and the principals of your general partner (if you are a limited partnership), all of your members (if you are a limited liability company) and all other individuals and entities having an ownership interest in you.

"Rental Agreement" means an approved, numbered form required by U-Save to be used in the Franchised Business for renting vehicles to the public.

"Rental Fleet" means all vehicles owned, used or kept for rental in the Exclusive Territory, whether or not used in the Franchised Business.

"Exclusive Territory" means the geographic area described in Attachment I to this Franchise Agreement.

“U-Save System[®]” means the network of vehicle rental businesses that trade under the Marks.

“Vehicle” means a private passenger vehicle (whether for on- or off-road use), passenger or cargo van, sport utility vehicle, specialty vehicle, pickup or light-duty truck.

“Vehicle Rental Business” means a business involving the rental of vehicles to the public for periods of 30 days or less per transaction.

1. INTRODUCTION

U-Save has developed a method of operating vehicle rental businesses that feature new and used vehicles. These businesses operate under a uniform business format, trade as “U-Save Car & Truck Rental[®]” and feature the Marks.

You have applied to us for a franchise to operate a vehicle rental business, using our name, Marks and business format. We have approved your application in reliance upon the representations made in your application, including those about your financial resources and the manner in which you propose to own and operate the Franchised Business.

The terms, conditions and promises contained in this Franchise Agreement are necessary to maintain our high standards of service to the public and to maintain the uniformity of those standards at all vehicle rental businesses using the Marks.

You acknowledge that you have read this Franchise Agreement and our Disclosure Document, and that you have been given the opportunity to clarify any provision that you do not understand. You have conducted an independent investigation about the franchise described in this agreement and have been advised by U-Save to discuss the provisions of the Franchise Agreement with legal, financial and other professional advisors of your choice prior to executing it.

You recognize that the franchise involves business risks and that the success of the venture is largely dependent upon your business ability. You acknowledge that you are entering into this Franchise Agreement on a voluntary basis, of your own free will. You further acknowledge that both parties were given a realistic opportunity to bargain on the terms and conditions of this Franchise Agreement, and that there is no disparity in sophistication or bargaining power of the parties. You acknowledge that our recruiters and our officers are not authorized to make any claims or statements as to the prospects or chances of success that you can expect or that other franchisees have had.

Our recruiting personnel, agents, officers and employees have not made such claims or statements, nor have they represented or estimated dollar figures as to specific vehicle rental businesses owned or franchised by us.

2. GRANT AND TERM OF FRANCHISE

2.1. *Grant.* Subject to the terms and conditions of this Franchise Agreement, we grant you a franchise to operate a vehicle rental business and a license to use the Marks in the operation of that business. You grant us a first security interest in the license created by this Franchise Agreement. You agree to execute and deliver to us in a timely manner all financing statements and other documents necessary to perfect, and continue the priority of, the security interest under the Uniform Commercial Code. We will not subordinate our security interest in the license; you may not grant a junior security interest in the license.

2.2. *Term.* The term of this Franchise Agreement is 10 years, beginning on the Effective Date.

2.3. *Subsequent Franchise Agreement.* On the expiration of this Franchise Agreement, you may, at your option, execute a new franchise agreement with us for an additional term, provided:

(a) you are not in default of any provision of this Franchise Agreement or any Collateral Agreement; and,

(b) you have experienced vehicle liability insurance and vehicle physical damage losses during the term of this Franchise Agreement that are acceptable to us, in our sole discretion; and,

(c) you submit to us a verified operating statement for the most recent fiscal year of the Franchised Business, and a current true personal financial statement, and these statements reflect that you meet our then-current financial qualifications.

2.4. *No New Franchise Fee.* You will not be charged an initial franchise fee when you enter into a subsequent franchise agreement in accordance with paragraph 2.3, above. However, an administrative fee may be charged to compensate us for our costs and expenses in processing the transaction.

2.5. *Execution and Form of New Agreement.* To execute a new franchise agreement under paragraph 2.3, you must sign: 1) our then-current form of franchise agreement; and 2) all other agreements that we customarily use for the granting of

franchises. Our then-current form of franchise agreement may provide for higher fees, fees not included in this Franchise Agreement and other terms and conditions materially different from the terms of this Franchise Agreement. We will send you the forms needed to execute the new franchise agreement approximately 90 days before the expiration date of this Franchise Agreement. You must sign and return them to us at least 30 days before the expiration of this Franchise Agreement.

2.6. Our Rights. We may offer or license different services under the Marks, utilize new business methods under the Marks, and develop new Marks, and we have the right to change the Marks. We also have the right to operate, and offer franchises for, competing vehicle rental businesses under different service marks.

2.7. Franchise Variations. We acknowledge that there may be peculiarities of a particular site or circumstance, density of population, business potential, population of Exclusive Territory, existing business practices or some other condition which we deem to be of importance to the successful operation of a franchisee's business and that such condition may warrant us to vary our standard specifications and practices with respect to a particular franchisee. You shall not be entitled to require us to grant to you a like or similar variation hereunder.

3. EXCLUSIVE TERRITORY

3.1. Exclusive Territory. Your license to use our Marks and business method is limited to the Exclusive Territory described in Attachment I. You are not permitted to operate the Franchised Business in whole or in part, directly or indirectly, in any manner whatsoever, outside the Exclusive Territory including, without limitation, from a temporary or permanent site outside the Exclusive Territory. You are not allowed to use our Marks and business method outside of Exclusive Territory.

3.2. Competition. Provided you are in full compliance with this Franchise Agreement, we will not, during the term of this Franchise Agreement, operate, or grant a franchise for the operation of, a vehicle rental business using the Marks within the Exclusive Territory. However, we have the right to operate, or license others to operate, vehicle rental businesses under other trade names, trademarks, or service marks in the Exclusive Territory. We have the right to operate a vehicle rental business under the Marks or grant a franchise for the operation of a Franchised Business anywhere outside the Exclusive

Territory, regardless of proximity to the boundaries of the Exclusive Territory.

3.3. Performance Standards. If you fail to meet your performance standards during the first 24 months of the term of this Agreement, then, after the 24th month of the term of this Agreement, we may, in our sole discretion, during any time during the remainder of the term of this Agreement, reduce your Exclusive Territory or terminate this Agreement. Performance standards for the remaining term of this Agreement will be mutually agreed upon at the end of the 24th month. If you fail to meet your performance standards for the remaining term of this Agreement, we may, in our sole discretion, reduce your Exclusive Territory in this or any subsequent franchise agreement, or refuse to grant a subsequent franchise agreement under paragraph 2.3.

3.4. Change of Circumstances. If a change of circumstances occurs respecting the demographic make-up of your Exclusive Territory, we have the right, in our reasonable discretion, to increase or decrease your performance standards to reflect the effect of this change.

3.5. National Accounts. Both within and outside the Exclusive Territory, we and our Affiliates will have the right (but not the obligation) to offer and sell U-Save services and products at retail or wholesale to National, Regional and Institutional Accounts. "National, Regional and Institutional Accounts" are organizational or institutional customers whose presence is not confined to your Exclusive Territory, including (without limitation): business entities, franchise systems, voluntary membership cooperatives and organizations, non-governmental organizations engaged in not-for-profit activities, federal, state, and local governmental and quasi-governmental agencies, branches or facilities; and, any other customer not confined to your Exclusive Territory. Only we will have the right to enter into contracts with National, Regional and Institutional Accounts with facilities within your Exclusive Territory. However, we will give you the opportunity to serve any of these Accounts. As long as the price and terms we agree upon with the Account exceeds your cost to serve the Account, you agree to serve the National, Regional and Institutional Account in your Exclusive Territory at the price and contract terms we agree on with the Account. Those terms may include a discount from your standard prices, a fixed price per rental period for rentals within the same vehicle class, waiver of certain incidental charges and fees, additional services for no additional

charge, or other terms and services consistent with what services you are obligated to make available to other customers. You must inform us promptly if the contract terms for any Account will result in costs to fulfill the contract that exceed the fees and charges you will receive. If, for any reason, you cannot serve the Account according to the contract terms, or if the Account desires for any reason to deal exclusively with us, our affiliates, or another franchisee and not with you, then we, our Affiliates or any other U-Save® franchisee may serve the Account within your Exclusive Territory, and you will be entitled to no compensation for such sales and services. All U-Save® franchisees who are obligated to participate in the program and all locations owned or operated by us or an affiliate will honor the contract terms for the Account. The procedures governing our National, Regional and Institutional Accounts program will be set forth in the Manual.

4. *SITE OF FRANCHISED BUSINESS*

4.1. Location. The address of the Franchised Business is identified in Attachment I. If the address is shown as "to be determined," you and U-Save have not agreed upon a site as of the Effective Date. The responsibility for locating and choosing a site is yours, but we must approve the site prior to the execution of a lease for the site, or prior to the opening of the Franchised Business.

To obtain approval of your initial site, you must submit to our Corporate Offices the site address, a photograph of the exterior of the site, interior floor plan and a statement of the number of available parking spaces at the site. Our approval, however, is not a guaranty or warranty that the site will be successful. All sites of the Franchised Business must be located wholly within the Exclusive Territory.

4.2. Change of Location. You may not relocate your Franchised Business to a new address without our prior written consent. To obtain our consent, you must submit to our Corporate Offices the same information about the new site required for approval of your initial site. Our consent will not be withheld unreasonably, but our approval is not a guaranty that your new site will be profitable, or better for you in any respect than the former site.

4.3. Additional Sites. You may open additional business sites within your Exclusive Territory if: 1) we approve each site in writing prior to opening; and 2) each site is managed by a person who has successfully completed Initial Training prior to site opening; and 3) you demonstrate to us, in advance of opening, your financial ability to support each new

site; and 4) you are in full compliance with this Franchise Agreement at the time of each additional site opening. You must register the address of the additional locations within the Exclusive Territory with the Corporate Offices.

5. *INITIAL FRANCHISE FEE*

Upon signing this Franchise Agreement, you have paid us an initial franchise fee ("Initial Franchise Fee") of \$10,000.00 that we acknowledge receiving. The Initial Franchise Fee is not refundable.

6. *ROYALTY FEE*

6.1. Royalties. You will pay us on or before the 15th day of each month a non-refundable monthly royalty fee of 6% of the total of Gross Rental Revenue and Damage Waiver Revenue for the airport market and 3% of the total of Gross Rental Revenue and Damage Waiver Revenue for the neighborhood market. Notwithstanding the foregoing, you will pay us a monthly minimum royalty fee of \$500.00 for neighborhood locations and \$1,000.00 for airport locations.

6.2. Royalty Increase. On January 1 of each year of this Franchise Agreement, starting with January 1, 2006, we have the right to increase the then-current royalty schedule. Each item on the schedule may be increased by the greater of 4%, or the percentage increase in the Consumer Price Index over the course of our whole fiscal year that ended just prior to the date of the royalty increase. We also have the right to increase the then-current minimum monthly payment for calendar years 2006 and beyond by up to 4% per year.

6.3. Automated Payment of Fees. We require you to make all payments to us (including, without limitation, royalty fees, marketing fees, insurance fees and reservation fees) automatically and electronically via a preauthorized automated bank payment system. You agree to sign our current and subsequent forms to facilitate such payments and to instruct your bank to honor such arrangements. In the event there are insufficient funds in your account at the time of the attempted automatic electronic transfer, you agree to pay all bank related fees incurred by us plus an additional \$100 to cover our administrative expenses in responding.

7. *MARKETING AND ADVERTISING*

7.1 Marketing Fee. Beginning on the Opening Date, you will pay us, on or before the 15th day of each month thereafter, a non-refundable monthly marketing fee of 2% of the total of Gross Rental

Revenue and Damage Waiver Revenue for the airport market (or \$100.00, whichever is greater) and 1% of the total of Gross Rental Revenue and Damage Waiver Revenue for the neighborhood market (or \$50.00, whichever is greater). We have the right to increase this monthly marketing fee beyond 2% of the Total of Gross Rental Revenue and Damage Waiver Revenue for the airport market and 1% of the total of Gross Rental Revenue and Damage Waiver Revenue for the neighborhood market at any time during this Franchise Agreement.

In addition, one percent (1%) of your gross rental revenue must be spent on direct marketing efforts. Yellow page advertisements and personnel costs are not eligible as part of this expense. A marketing report must be submitted each month to the Field Service Manager confirming the location has met the monthly expenditure requirement.

The marketing fee is used to create and design reproducible advertising art, handouts, radio and television commercials and public relations materials (and to educate you about the use of the materials), including costs associated with the U-Save® internet website(s). Upon your written request to the Corporate Office, we will provide you with financial statements for the Marketing Fees. You will be responsible for the costs of shipping, printing, production and distribution of the materials you use, as well as media placement costs.

If we begin regional or national advertising or marketing programs, we have the right to increase the monthly marketing fee beyond 2% of Gross Rental Revenue for the airport market and 1% of Gross Rental Revenue for the neighborhood market to conduct the programs. We do not guarantee that the advertising portion of the marketing fees you pay will be used in your Exclusive Territory.

We have the right to form an advertising council composed of franchisees and U-Save representatives, and the right to determine how such a council will be selected, funded and governed.

7.2. Your Commercial Communication. All advertising, marketing, promotional, and other commercial communication (including, but not limited to, print, audio, video, text, internet, and social media) (collectively, "Commercial Communication") of the Franchised Business must include the Marks. No Commercial Communication containing the Marks may be used until reviewed and approved by us in writing. Consult the Manual for Commercial Communication guidelines, as well as the method of obtaining approval.

You are prohibited from maintaining a physical or intangible presence in another franchisee's Exclusive Territory, such as: (a) erecting a sign; (b) installing a telephone instrument for pick-up service; or (c) conducting or pursuing direct marketing or sales activities. This list is not exhaustive and it is in our sole discretion to determine what constitutes a physical or intangible presence. You are cautioned against expending resources to establish a physical or intangible presence outside your Exclusive Territory in regions where there is no U-Save® franchisee. If those regions become part of the Exclusive Territory of another U-Save® franchisee, you will be required to immediately remove any physical or intangible presence. You may not use any of the Marks (or any portion or colorable imitation of the Marks) on or in connection with any website advertisement (including, without limitation, advertising with an on-line directory service provider) without our express written consent. You may not link to or frame any website that we own or control without our express written permission. You may not use nor register the Marks (or any portion or colorable imitation of the Marks) as part of your domain name, URL, or other Internet address.

7.3. Advertising by U-Save. This Franchise Agreement does not create an obligation on our part to advertise or promote the Marks or to advertise or promote the Franchised Business. We may do either, however, at our sole discretion.

7.4. Advertising Specific Auto Manufacturers. We have the right to prohibit you from advertising the Marks in conjunction with automobile manufacturers other than those we approve.

7.5. Local Marketing Cooperative. We can require local marketing cooperatives to be formed, changed, dissolved or merged. If we organize a cooperative, your participation will be mandatory. You will pay monthly contributions to the cooperative based on the method of computation and in amounts determined by majority vote of its members. The cooperative will combine your funds with other franchisees to achieve joint marketing efforts. The funds will be administered by us in accordance with directions we receive from the cooperative. They may be used for marketing, advertising, public relations and promotional programs.

7.6. Website Advertising. We currently maintain one or more websites through which we advertise and offer to the public the services and products offered by U-Save vehicle rental businesses generally. In connection with each such website, we may (but are not required to) post on the website information about the Franchised Business or permit

or require you to advertise the Franchised Business on an interior page of the website. If we permit or require you to advertise on an interior page, you must (a) strictly follow our instructions and guidelines in developing the page (which includes, without limitation, adhering to all content requirements and restrictions), (b) comply with all privacy requirements that we impose, (c) comply with all applicable laws and regulations, (d) enter into all agreements that we require concerning the development, maintenance, hosting, and use of the interior page, and (e) pay to us or our designee all reasonable fees that we impose in connection with the development, maintenance and/or hosting of your interior page. We have the right to disable or remove your interior page at any time, in our sole discretion, including during any period that you are in default of this Agreement, and upon termination or expiration of this Agreement. You may not use the U-Save[®] trademark on any website or as part of any Internet URL or domain name without our prior written approval. You may not solicit or accept reservations from any other source without our prior written approval.

7.7. *Email Address.* You will be assigned a U-Save[®] email address for your use in conducting the Franchised Business, and you may not use any other email address for this purpose.

8. TELEPHONE NUMBERS AND TELEPHONE BOOK ADVERTISING

8.1. *Telephone Numbers.* You must obtain a dedicated telephone number for the Franchised Business with a minimum of two (2) lines. If you leave the U-Save[®] System, all telephone numbers you used or advertised in association with the Marks become the property of us or our designee. You may not transfer, disconnect or assign any telephone number used in association with the Marks without our prior written consent. If you operate the Franchised Business with a telephone number from a pre-existing or separate business, you will be required to give this telephone number to us or our designee when you leave the U-Save[®] System. You also must sign a Power of Attorney, in the form attached to this Agreement as Attachment II.B, authorizing us to transfer your telephone number to us or to our designee. It is in your best interest, therefore, to obtain separate numbers that are dedicated to the Franchised Business.

8.2. *White Pages Listing.* You must purchase a White Pages telephone book listing under the name "U-Save Car & Truck Rental[®]."

8.3. *Yellow Pages Advertising.* You must obtain a Yellow Pages display ad under the name "U-Save Car & Truck Rental[®]" in the "auto rental" or equivalent section of the Yellow Pages as soon as possible after this Franchise Agreement is signed. The ad must be at least a Trademark Ad and must advertise the Franchised Business exclusively, not in conjunction with any other business. You may not purchase or place Yellow Pages advertising in any telephone directory or similar device that is circulated wholly outside your Exclusive Territory without our prior written consent. Violation of this provision is a breach of this Franchise Agreement. We have the sole discretion to disapprove your ad or its proposed placement. We may also alter your ad as a condition of approval. You must purchase required Yellow Pages advertisements through our then-current approved vendor. Further specifications for your Yellow Pages ad may be found in the Manual.

Additionally, you must have an online listing with either the yellowpages.com network or another online business directory. These ads must advertise the Franchise Business exclusively, not in conjunction with any other business.

YOU MUST PURCHASE YOUR YELLOW PAGES ADVERTISING FROM THE THIRD-PARTY VENDOR WE REQUIRE, AS SET FORTH IN THE MANUAL.

8.4. *Joint Yellow Pages Advertising.* If your Yellow Pages advertising appears in the same telephone directory as that of at least one other U-Save franchisee, we may require you to participate in joint advertising with the other franchisee(s). Joint Yellow Pages ads must be display ads no smaller than 1/4 page. If you and your fellow franchisee(s) cannot agree upon the terms of joint advertising, we have the right to design and place the ads. The costs of joint advertising will be divided among participating franchisees. Your failure to participate or to pay your share of the cost will constitute a default of this Franchise Agreement.

9. RESERVATION SYSTEM AND ROADSIDE ASSISTANCE

9.1. *Telephone Reservation Programs.* We require you to participate in a toll-free 1-800 reservation service or call center, which we may provide through a third party vendor. As part of such service, you may be required to provide to the reservation service, on forms it supplies or through electronic means, information about your prices and fleet availability. Such a service may charge a flat fee per reservation, which may be increased at any

time. We will have the right to discontinue such a program at any time. You may not solicit or accept reservations from any other source without our prior written approval.

9.2. Reservation System. We require you to participate in reservation systems that we own or provide to you through a third party. These services include a live telephone rental booking service, on-line booking services, and Global Distribution System ("GDS") services. We will provide a Reservation System which may be utilized for the solicitation, reception and transmission of national and international reservations for and on behalf of franchisees. We also agree to use the facilities, equipment and personnel, in part, to conduct research and development to enhance the Reservation System. [See Reservation Agreement, Exhibit I.]

9.3. Roadside Assistance. If we choose to sponsor a nationwide roadside assistance program through a third party or through an affiliate, you will be required to participate and may not use another supplier. We may require you to sign a contract with the third party providers of services under such a program. We will have the right to discontinue such a program at any time.

9.4. Insurance Replacement. We may require participation in an insurance replacement reservation system that we provide through a third party. We will have the right to discontinue such a program at any time.

10. TRAINING

10.1. Initial Training. Before beginning rental operations, you and your manager must complete to our satisfaction, our initial training program ("Initial Training"). We reserve the right to delay this requirement based upon our assessment of your experience in the rental industry. Additional employees may attend the Initial Training. Initial Training is conducted at our Corporate Offices or another training site we select. Initial Training will be conducted by U-Save employees or agents experienced in either the car rental business or in training vehicle rental franchisees.

10.2. Training Costs. There is no fee for Initial Training for you and your employees. However, if you re-enroll or enroll any subsequently hired employees in Initial Training, you will be charged a nominal registration fee. You are responsible for all costs of travel and accommodations incurred by you or your employees while attending Initial Training and all other training programs.

10.3. Fresh Start Program. Fresh Start is a training and consulting program tailored to your individual needs and is available upon request. The Program usually lasts 3 to 5 days at your Franchised Business and may incorporate third party vendors' programs not otherwise offered by us. The current fee for participation in the program is \$1,000.00, plus the expenses, including travel, lodging and meals, of the Fresh Start Program trainer. We reserve the right to increase this fee at any time.

10.4. Flagship Locations. We may designate certain Franchised Businesses as "Flagship Locations." These locations will be used to test new programs and develop new procedures. These locations may be used to demonstrate the U-Save[®] Operating System to potential franchisees or managers of existing franchisees.

10.5. Ongoing Training. You and your employees are strongly encouraged to attend ongoing training that we offer in the form of regional training programs, study groups, franchisee meetings and conventions. If a manager we train leaves your employ, you must promptly enroll another manager in Initial Training, and that person must successfully complete Initial Training (which may be given at a Flagship Location). You will be responsible for registration fees, travel and accommodation expenses you incur while attending ongoing training programs.

11. OPERATING REQUIREMENTS

11.1. Initial Site and Opening. You must open the Franchised Business within a reasonable time after signing this Franchise Agreement. If you do not open the Franchised Business within 120 days after the Effective Date, we may terminate this Franchise Agreement.

11.2. Supervision. The Franchised Business must be under your direct, day-to-day supervision, or under the supervision of a full-time manager: (a) whose identity has been disclosed to us; and (b) who successfully completes Initial Training. The manager must devote full working time to the direction and supervision of the Franchised Business.

11.3 Site Appearance; Hours of Operation. You must maintain the premises of the Franchised Business in a clean and attractive condition, and you must keep the location open the hours and days listed in the Manual. We have the right to require you to periodically refurbish the rental site, at your expense, to insure that it meets our then-current

standards for appearance, colors and style. If you serve travelers arriving at an airport, you must present a clean, professional, businesslike appearance equal to that of other on- and off-airport vehicle rental businesses, and be open to honor all reservations and returns for regularly scheduled flight arrivals and departures, including delays.

11.4. Fleet Condition and Minimum Inventory. The vehicles used in the Franchised Business must be maintained in excellent mechanical condition according to requirements found in the Manual. You must begin operation of the Franchised Business with at least 10 vehicles. Beginning with your 6th month of operation, your fleet must contain a minimum of 20 vehicles at all times. Beginning with your 25th month of operation, your fleet must contain at all times your minimum performance standard set forth on Attachment I to this Agreement. You may offer for rent only vehicles that are clean and presentable. Vehicles in your fleet must meet age, type, class and mileage requirements specified in the Manual, and the requirements of any reservation service(s) in which you participate. Unless they are leased, vehicles must be titled in your name or the name of the operating corporation. You may maintain the mix of vehicles that best suits your market (subject to the specifications in the Manual). You must, however, have a fleet consisting of at least 60% passenger vehicles. While many locations offer trucks, U-Save is primarily a car rental company.

Airport location standards could be higher and will vary by airport. Such standards will be based on airport car rental market share.

11.5. Manual. For the duration of this Franchise Agreement, we will lend you the Manual, operation bulletins and other materials containing mandatory and suggested procedures, specifications and rules that we prescribe from time to time. The Manual and the other materials are our property and must be returned to us whenever this Franchise Agreement expires or is terminated for any reason. If you fail to return all copies of the Manual and other materials, you must pay us \$1,000. We have the right to add to or modify the Manual from time to time to improve our standards, change our operating procedures, maintain the goodwill associated with the Marks and to meet competition. You must keep the Manual in current and up-to-date condition. If there is a dispute about the contents of the Manual, the terms of the master copy at our Corporate Offices will control. The entire contents of the Manual plus our specifications, procedures and rules prescribed from time to time constitute provisions of this Franchise Agreement just as if they were written on these pages.

11.6. Trade Secrets and Proprietary Information. The contents of the Manual and all the operating procedures, standards and rules we prescribe for the Franchised Business are confidential. You will maintain, both during and after the term of this Franchise Agreement, absolute confidentiality of the Manual and all other confidential or proprietary information we disclose to you. You will give this information to your employees only to the extent necessary for the operation of the Franchised Business in accordance with this Franchise Agreement. You will not use this information in any other business or in any way not authorized by us in writing.

11.7. Procedures and Rules; Government Regulations. You must comply fully with all standards, operating procedures and rules that we prescribe from time to time, including those contained in the Manual. You must secure and maintain in force and effect, all government-required licenses, permits and certificates, and you must operate the Franchised Business in compliance with all applicable laws and regulations, including those barring discrimination.

11.8. Purchase and Display of Signs. You must display at the site of the Franchised Business, the signs specified in the Manual. Prior to opening, you must purchase or lease all required signs from us or our designated supplier, unless you obtain our prior written consent. These signs must be installed prior to opening. If your sign installation is delayed pending zoning or other legal approval, you may only begin operations upon the installation of a temporary sign approved by us. All signs displaying the Marks must be maintained in good working condition and use only our then current sign logo, color scheme and trade dress. If the FSM or the corporate office observes signs that are damaged and require replacement, repairs or replacements must be done at franchisee's expense within 120 days of notification.

11.9. Computers. Prior to opening, all new franchisees must purchase computer equipment, peripherals and licensed software as set forth in the Manual, all of which may change from time to time. You must have high-speed internet access at your rental location. We have the right to independently access the information and data compiled by your computer system. There is no contractual limitation on our right to access this information. This includes the right to pull sales and revenue reports for the purpose of billing or auditing royalties. To the extent that we may develop and implement an intranet system, extranet system, e-mail system,

password-protected website or other computer network system designed to communicate information to, and/or facilitate communication among, system franchisees or suppliers (collectively referred to as an "intranet system"), you must participate in the intranet system and pay all fees and charges that may be imposed by the intranet service provider or host in connection with your participation, which may include, without limitation, periodic hosting fees. At our request, you must execute a "terms of use" agreement, which will govern your use of the intranet system. The "terms of use agreement" may contain, among other things (a) restrictions on the use of abusive, slanderous, or otherwise offensive language in electronic communications, (b) restrictions on communications between or among franchisees that endorse or encourage breach of any franchisee's franchise agreement with us, (c) confidentiality requirements for materials transmitted via the Internet or the intranet system, (d) password protocols and other security precautions, (e) grounds and procedures for suspending or revoking your access to the intranet system, and (f) a privacy policy governing the parties' access to and use of electronic communications posted on electronic bulletin boards or transmitted via the Internet or the intranet system. We are not obligated to maintain the intranet system indefinitely, and may discontinue it at any time without incurring any liability to you. We also have the right to deny you access to the intranet system during any period that you are in default of this Agreement, and upon termination or expiration of this Agreement.

11.10. Rental Agreement Forms. We will provide you with a reasonable initial supply of rental agreements and required forms prior to the Opening Date. You must use these rental agreements and forms for all rental transactions conducted by the Franchised Business. Additional rental agreement forms must be purchased from our approved vendor. You are responsible for the cost of shipment of all forms, whether or not required by us.

11.11. Assistance to Other Franchisees. You must cooperate with, and assist, other U-Save® System members when their vehicles need service or repair, when a replacement vehicle is needed, or when vehicles must be retrieved.

11.12. Trade Name and Service Marks. You must trade only as "U-Save Car & Truck Rental®," the words standing alone, or such other of the Marks as we may prescribe from time to time in the Manual. You may not add any words before or after the Marks or use the Marks with words that reflect your name, your company name, your geographic location or any other information.

11.13. Franchisee Identification. Your identity or that of the operating corporation must be clearly visible in all dealings with the public. This identification must appear on all rental agreements, vehicle titles, checks and negotiable instruments. The language used for this identification must be approved by us in advance of its use. You must display a sign at the Franchised Business that identifies you as a franchisee of U-Save Car & Truck Rental®.

11.14. Public Figures. You may not use a public figure to promote or advertise the Franchised Business without our prior written consent.

11.15. General Operations. You must conduct the Franchised Business in a way that reflects favorably on you, us, the U-Save® System and our other franchisees. You must protect the good name, goodwill and reputation of the entire U-Save® System, and avoid all deceptive, misleading and unethical practices. You must support our Mission Statement and conduct business in accordance with our Values.

11.16. Underage Drivers. If you participate in an insurance program arranged by us or our affiliates, you may not rent vehicles to persons under the age of 21, except in states where this prohibition is voided by statute.

11.17. Telephone Number Transfer. When you enter into this Franchise Agreement, you must sign the telephone number transfer authorization form attached to this Franchise Agreement as Attachments II.A and II.B. We have the right to act on this authorization only in the event that this Franchise Agreement is terminated or expires.

11.18. Exclusive Dealing. During the term of this Franchise Agreement, neither you nor the operating corporation will directly or indirectly, for your own or others' benefit, alone or in conjunction with any other person or entity, own, engage in, be employed by, advise, assist, lease or sublease to, invest in, franchise, lend money to, agree to sell or sell all or substantially all the assets of the Franchised Business to, or have any other interest in, whether financial or otherwise, any other vehicle rental business, except for other vehicle rental businesses operated under franchise agreements with us. If you or the operating corporation have an ownership interest in, or other affiliation with, another vehicle rental business at the time this Franchise Agreement is signed, the ownership of that interest will not constitute a default of this Franchise Agreement, provided that you disclosed

this interest to us in writing prior to your signing this Franchise Agreement and we do not object at the time of the disclosure, and you or the operating corporation do not acquire additional interests that violate the terms of this exclusive dealing covenant.

11.19. Performance Standards. You must meet the performance standards contained in Attachment I to this Franchise Agreement. If you fail to meet the standards during the first 24 months of the term of this Agreement, then, after the first 24 months of the term of this Agreement, we may, in our sole discretion at any time during the remainder of the term of this Agreement, reduce your Exclusive Territory or terminate this Agreement. Performance standards for the remaining term of this Agreement will be mutually agreed upon at the end of the 24th month. If you fail to meet your performance standards for the remaining term of this Agreement, we may, in our sole discretion, reduce your Exclusive Territory in this or any subsequent franchise agreement, or refuse to grant a subsequent franchise agreement under paragraph 2.3 of this Agreement.

11.20. Interest on Late Payments. All fees and other amounts owed to us or our affiliates that are received by us after the due date will bear interest at the rate of 1.5% per month or the highest legal rate for open account business credit in the state where the Franchised Business is located until paid.

11.21. Shipping, Handling and Freight Charges. For any sign bearing the Marks, you will pay the cost of shipping and freight from the factory to the site of the Franchised Business. You will pay the cost of shipping and handling of any forms, supplies and materials provided to you.

11.22. Application of Payments. We have the right to apply payments from you in any way we choose, to any amounts you owe us or our affiliates, whether for royalty fees, marketing fees, reservation fees, local marketing cooperative fees, supplies, insurance payments, lease payments, interest or for any other debt, even if you have designated the payment for another purpose or account.

11.23. Mediation of Customer Disputes. If we deem it necessary, in our sole discretion, to mediate what we believe to be a bona fide dispute between you and a customer in order to protect the goodwill and reputation of the U-Save[®] System, we will do so in good faith. You will abide by our decision and, if we are required to refund or pay any amount to a customer on your behalf, this amount will be deemed immediately due and owing from you to us upon our

payment to the customer, and you will promptly pay us this amount.

11.24. Airport Concession Bid. The parties acknowledge the importance of operating the Franchised Business at a concession within the airport terminal. Given such importance, Franchisee agrees that it will take all appropriate measures necessary and desirable to obtain the right and authority to operate the Franchised Business pursuant to an in-terminal or Consolidated Facility concession agreement and any corresponding lease agreement (the "In-Terminal Concession"). Franchisee agrees that at all times during this Agreement, it shall act diligently and with its best faith efforts to obtain, secure, and maintain the Concessions and, particularly, to submit a good faith application on commercially reasonable terms for In-Terminal or Consolidated Facility Concession rights each and every time that an opportunity for such Concession shall arise. If Franchisee's application shall be accepted, Franchisee shall accept the assignment of the In-Terminal Concession on the terms and conditions set forth in the bid process and as specified by the applicable authority. Franchisee further agrees to comply with the terms of any concession and related agreements and to take all appropriate actions to maintain the In-Terminal Concession at its adherence to this requirement and copies of all notices, applications, and other communications relative to the In-Terminal or Consolidated Facility Concession.

In the event that the Franchise Agreement shall terminate for any reason, upon the request of and at the sole discretion of Franchisor, Franchisee shall be required to transfer and assign to Franchisor or its designee, in accordance with the requirements of the applicable airport authority, any and all rights and interest it may have in the In-Terminal Concession including any ancillary or related agreements. Nothing contained herein shall be construed as giving rise to a duty on the part of the Franchisor to accept an assignment of the In-Terminal Concession.

11.25. Shuttle Bus (for Airport Franchisee Only). We require you to maintain a minimum of one active, properly imaged, shuttle van for each 150 vehicles you maintain at an airport location.

11.26. American Express Card. You must accept the American Express Card as a form of payment.

12. OPERATING ASSISTANCE

12.1. *Advice and Guidance.* We will provide you with reasonable operating assistance as we determine from time to time to be necessary for the operation of the Franchised Business. We will inform you of operating problems that we discover through our reviews and reports that you and other franchisees send to us. We may charge you for operating assistance made necessary by your failure to comply with this Franchise Agreement or operating assistance you request that is greater than the assistance we normally provide.

12.2. *Service and Products.* We will research, advise and provide you with information about vendors who offer products and services useful to your operation of the Franchised Business.

12.3. *Vehicle Leasing and Financing.* When market and general business conditions permit, we may provide fleet financing and leasing to qualified U-Save® franchisees.

12.4. *Liability Insurance Program.* When market and general business conditions permit, we may arrange liability insurance programs for franchisee fleets.

12.5. *Physical Damage Program.* When market and general business conditions permit, we may arrange physical damage programs for franchisee fleets.

12.6. *Manual.* We will lend to you, for your use during the term of this Franchise Agreement, the Manual and other operating bulletins and similar memoranda, which contain mandatory and suggested procedures, specifications and rules that we prescribe.

12.7. *Supplies and Forms.* You must use, and we will provide you with, a reasonable initial supply of rental agreements and other forms which shall be used in the Franchised Business. Through designated, approved vendors, we will make available to you, at prices uniform to all franchisees, additional supplies of rental agreements and required forms, as well as other promotional materials, advertising formats and uniforms which you must use in the Franchised Business. We must approve any pre-printed material which incorporates the Marks which you intend to use in the Franchised Business. Approval will be deemed given if you purchase these items through an approved vendor, as listed in the Manual. You are responsible for the cost of shipment of all forms, whether or not required by us.

12.8. *Assistance with Marketing Programs.* We will assist you in the development of local sales

promotions, marketing programs and advertising programs. This assistance consists of advice, as deemed appropriate by us, regarding the form and content of your Yellow Pages advertisements and local marketing materials.

13. RECORDS AND FINANCIAL REPORTS

13.1. *Forms and Records.* You are required to use the forms and reports specified in the Manual.

13.2. *Financial Reports.* You must send to us, no later than 90 days after each fiscal year end, verified statements that truthfully reflect the financial condition of the Franchised Business.

13.3. *Corporate Reports.* If you are a corporate or limited liability company franchisee, you must report to us the names, addresses and ownership interest of all shareholders, members, officers, managers, directors, investors and all persons with a direct or indirect interest in you and provide us copies of other corporate documents we deem reasonably necessary.

14. REVIEWS

14.1. *Right to Review.* We have the right, but not the obligation, during business hours and without prior notice, to inspect the records, including electronic files, of the Franchised Business and to take a physical inventory of your rental fleet. These reviews will be made at our expense unless they are made necessary by your failure to comply with this Franchise Agreement. In that event, we have the right to charge you for the costs of reviews, including our employees' or agents' travel expenses, room, board and compensation.

14.2. *Resolution of Discrepancies.* If our review reveals an overpayment by you to us, we will promptly refund the overpayment or apply the overage to any outstanding amounts owed to us. If our review reveals an underpayment by you to us, you will pay us the shortfall on demand. If the shortfall amounts to more than 3% of the amount actually due, you will also pay us on demand all our costs of conducting the review, including our employees' or agents' travel expenses, room, board and compensation, even if you are otherwise in compliance with this Agreement.

15. INSURANCE

15.1. *Minimum Liability Insurance.* You must maintain automobile liability insurance covering vehicle renters against claims for bodily injury, death and property damage with coverage not less

than the minimum levels prescribed by the financial responsibility laws of the state in which the Franchised Business is located. You also must carry vehicle owner's liability insurance with coverage of not less than \$1,000,000.00 per occurrence.

You may not meet your requirements under this paragraph with claims-made policies, but only with occurrence policies written by an insurer that we approve in advance and that is rated A or higher by A. M. Best & Company.

We are not obligated to arrange for, or provide you with, the liability insurance described above. However, even though not so obligated, we currently arrange a liability insurance program in which we may allow you to participate if you qualify. Qualifications for the program are within our sole discretion and are outlined in the Manual. Insurance coverage provided through us will be cancelled whenever this Franchise Agreement is terminated or expires.

If you participate in a liability or physical damage program provided or arranged by us, you will pay deposits and premiums to us. We require the posting of a refundable insurance deposit equal to 15% of the estimated annual premium based on a minimum fleet size of 20 vehicles or \$2,000.00, whichever is greater. If your required deposit is greater than \$10,000.00, we may, in our sole discretion, allow you to post a letter of credit for the required amount in lieu of paying a cash deposit. If your fleet size changes, we have the right to increase or decrease the size of the deposit. Automobile insurance coverage must be included in your periodic rental rates; you may not charge customers separate fees for drivers' automobile liability that is required by state law or this Agreement. Upon termination, expiration or transfer of this Agreement, we may apply, in our sole discretion, any excess insurance deposit to any balances or other amounts that you owe to us or to our Affiliates under this or any other agreement. If you have not claimed any remaining deposit within ninety (90) days of the effective date of termination, expiration or transfer of this Agreement, the deposit becomes the sole property of U-Save.

15.2. General Business Liability Insurance. You must purchase and maintain broad form commercial general liability insurance with a limit of at least \$1,000,000. You may also need a garage liability policy with a limit of at least \$1,000,000. We may arrange this coverage and may earn income on your purchase of these insurance products. All liability insurance policies must list us as an additional insured.

15.3. Proof of Insurance. You must file with us a certificate of insurance showing maintenance of all required insurance coverage prior to the Opening Date. Your policies must name us as an additional insured and be endorsed to give us 30 days' prior written notice of any cancellation, termination or change. You must provide us a copy of the additional insured endorsement to the policy issued to you by your insurer along with a notice of cancellation endorsement. You must provide us a copy of the declarations page for all policies. If you secure liability insurance from sources other than U-Save, you must provide us copies of your monthly premium billing statements or other documents from the insurer showing the number of vehicles insured under the policy, and other fleet data that we may reasonably require. We have the right to contact your insurance carrier(s) and, by signing this Franchise Agreement, you consent to allow your insurance carrier(s) to give us a copy of your policy and information about the Franchised Business to enable us to determine loss information and the number of vehicles in your rental fleet.

15.4. Loss History. If you participate in a liability insurance program or physical damage program arranged or provided by us or our affiliates, you must maintain a loss experience that in our view is reasonable for your location. Because your failure to maintain an acceptable loss history jeopardizes our ability to obtain insurance and to arrange liability and physical damage programs, if, in our sole discretion, your loss experience is not acceptable to us, we may terminate your participation in the program. Loss of insurance may result in this Franchise Agreement being terminated. Your participation in liability insurance programs and physical damage programs we provide is conditioned on your good standing under this Franchise Agreement and all other agreements with us or our affiliates.

15.5. Optional Insurance. You may offer to renters supplemental liability insurance for an additional fee, as authorized by U-Save. All such insurers and programs must be from insurers rated "A" or higher by A.M. Best and Company and must provide minimum coverage of \$1 million in excess of state financial responsibility minimums. We may have the ability to make arrangements for you, at your option, to purchase SLI through us.

You may offer other programs for an additional fee, as authorized by U-Save. If you offer a similar insurance product from another insurer, 1) we must approve the produce, 2) the insurer must be rated "A" or higher by A. M. Best and Company, 3) the

policy must be on admitted paper, and 4) you must file a copy of the policy declarations page with our Corporate headquarters.

We may terminate this Franchise Agreement if your offer of these coverages is not in accordance with our specifications.

16. DAMAGE WAIVERS

Where permitted by law, you may offer your customers the option of purchasing a waiver by you of claims against the customer for damage to rental vehicles.

17. SERVICE MARKS

17.1. Ownership and Usage. We are the sole owner of the names "U-Save[®]," "U-Save Auto Rental[®]" and "U-Save Car & Truck Rental[®]" and all other Marks that we license to you in this Franchise Agreement. Your right to use these Marks arises solely from this Franchise Agreement and you may only use the Marks according to the rules that we prescribe from time to time.

You may not use the Marks as part of your corporate name or trade name or with any prefix, suffix or other modifying words, terms, designs or symbols, other than logos or phrases that we authorize in writing. You may not use the Marks in conjunction with a specific brand of automobile unless authorized in writing by us. If we deem it advisable to modify or discontinue use of any Marks, you must do so at your expense within a reasonable period of time after notice. If you use the Marks in a form not approved by us, the ownership of rights in the new form of use is imputed to U-Save, and you will make no claim of right in the Marks as used.

17.2. Infringement. You must notify us immediately if you become aware of any infringement of, or challenge to, our rights to the Marks. You will communicate on this subject only with us or our attorneys. We have the sole right to take any action we deem appropriate, and we have the exclusive right to control any litigation or administrative proceeding concerning the Marks. You will execute all instruments and documents, render assistance and do all things that, in our opinion, are necessary and advisable to protect and maintain our interests in the Marks.

17.3. Indemnification. We will indemnify you against, and reimburse you for, all costs and damages for which you are held liable in any proceeding arising out of use of the Marks in compliance with this Franchise Agreement, provided that you are otherwise

in compliance with this Franchise Agreement and have notified us about the proceeding in a timely manner. We have the right to conduct the defense of rights to the Marks in any proceeding brought against you.

18. DEFAULT AND TERMINATION

18.1. Termination by Us. We may terminate your franchise for good cause. Unless otherwise provided by law, good cause means the failure to comply with any lawful provision of this Franchise Agreement and includes the specific defaults listed below.

This Franchise Agreement will terminate upon delivery of notice to you if:

(a) you transfer, or attempt to transfer, your interest in this Franchise Agreement, your Exclusive Territory or your interest in the operating corporation without our prior written approval; or

(b) you sell, or attempt to sell, the assets of the Franchised Business without complying with the provisions of paragraph 20.1; or, if you are a corporation or limited liability company, there is a change in the ownership structure or in the identity of the owners, manager, directors or investors shown in Attachment III to this Franchise Agreement and you fail to comply with the provisions of paragraph 20.2 of this Franchise Agreement; or

(c) you discontinue the active conduct of the Franchised Business for more than one week, or more than 72 hours if you service an airport served by scheduled airlines; or

(d) you become insolvent, make an assignment for the benefit of creditors, or are unable to pay debts as they come due; or

(e) you, any of your owners or investors made any material misrepresentation on the franchise application or this Agreement; or

(f) you fail to open the Franchised Business within 120 days after the Effective Date; or

(g) you, any of your owners or investors: (i) is convicted of, pleads guilty to, or enters a plea of *nolo contendere* to any felony; or (ii) is convicted of, pleads guilty to, or enters a plea of *nolo contendere* to any criminal offense related to the Franchised Business, other than minor traffic violations; or, (iii) is convicted of, pleads guilty to, or enters a plea of *nolo contendere* to any crime or commits any act within or without the Franchised Business that could, in our sole discretion and opinion, tend to

reflect poorly upon the goodwill of our name or any of our Marks or upon the Franchised Business; or

(h) you misrepresent on any report to us or our agents, the number of vehicles owned, used or kept for rent in the Exclusive Territory; or you understate Gross Rental Revenue and Damage Waiver Revenue on any report to us; or

(i) you fail to maintain the insurance or other coverages required by, or in accordance with the specifications listed in, this Franchise Agreement or the Manual; or

(j) you directly or indirectly maintain rental vehicles within the Exclusive Territory on which no royalties are paid to us; or

(k) you violate the exclusive dealing covenant found in paragraph 11.18 of this Franchise Agreement; or

(l) in the event of your death or disability, you made no prior arrangement for a transfer to a family member; or

(m) you fail on three or more separate occasions during any 12-month period to comply with provisions of this Franchise Agreement, including your obligation to pay when due the royalties, insurance premiums, reservation fees, or other payments, regardless of whether the failures were corrected after notice to you; or

(n) you default under a reservation service contract with us or any third party; or

(o) you fail to cure within the cure period, a default under any Collateral Agreement or under any agreement with a third party providing services required hereunder, including, without limitation, the U-Save Roadside Assistance or Reservation System programs; or

(p) you default under any agreement(s) with Peakstone Financial Services, Inc.; or

(q) you fail to pay our approved vendors; or

(r) you default under any agreement(s) with U-Save Leasing, Inc.; or

(s) you fail to maintain the minimum number of vehicles required in your fleet as specified in paragraph 11.4 above; or

(t) you fail to have a manager for the Franchised Business who has successfully completed Initial Training.

We have the further right to terminate this Franchise Agreement effective upon expiration of the cure period if:

(u) you fail to pay us royalties, insurance premiums or insurance deposits, or reservation fees, or any other money due, within 10 days after written notice is delivered to you; or

(v) you use any of the Marks in a manner not permitted by this Franchise Agreement; or you fail to comply with any other lawful provision of this Franchise Agreement or specification, standard, operating procedure or Manual provision, including the provision regarding excessive customer complaints, and you do not correct this failure within 10 days after written notice is delivered to you; or

(w) we are made aware that you have been found to have refused service to, or otherwise discriminate against, any member of the public based on race, creed, color, national origin, gender or any other basis that is protected by federal or state laws or constitutions.

Your opportunity to cure a default under this Franchise Agreement or any Collateral Agreement shall not in any way constitute a waiver of performance of your obligations under this Franchise Agreement, or a waiver of any provision of this Franchise Agreement.

18.2. Mutual Termination. If you cease operation of the franchised auto rental business at any time after the fifth year of this Agreement, we may in our sole discretion agree to mutually terminate this Agreement provided you are otherwise in compliance with this Agreement and subject to the post termination obligations outlined in Paragraph 18.3.

18.3. Obligations After Termination or Expiration. Upon termination or expiration of this Franchise Agreement, you must:

(a) immediately pay all royalty fees, marketing fees, local marketing cooperative fees, insurance premiums, reservation fees, marketing materials and supplies charges and other charges that are due and owing to us or our affiliates, plus interest and late fees; if you were terminated because, among other things, you kept unreported rental vehicles, you must account for those vehicles kept during this Franchise Agreement and pay us the royalties you should have paid us had you accurately reported those vehicles; your payment to us of these sums

will not preclude us from exercising any other rights or remedies we may have against you; and

(b) return to us all copies of the Manual; and

(c) cancel all assumed name registrations or other registrations relating to, or incorporating, the Marks; and

(d) return to us, or destroy according to our direction, all literature, signs, unused rental agreements, promotional materials and other materials containing the Marks or otherwise identifying you with U-Save; and

(e) stop all use of any of the Marks or any colorable imitation of them in any business; and

(f) comply with the post-term covenant not to compete, found in paragraph 23, below; and

(g) notify your telephone company and all listing agencies of the termination of your right to use any telephone numbers used or advertised with the Marks, and transfer those numbers to us or our designee; if you do not voluntarily transfer these numbers and listings, the telephone company and all listing agencies may accept this Franchise Agreement as evidence of your authorization to do so, and of our exclusive rights to the telephone numbers and directory listings, and of our authority to direct their transfer on your behalf; and

(h) immediately cease identifying yourself or the Franchised Business as associated in any way with U-Save[®], or as formerly associated with the U-Save System[®]; and

(i) cease using our rental agreements or any documents using substantially similar formats or language; and

(j) comply with the provisions for buy-out and/or termination of all contracts between you and third parties, under which we or our affiliates have guaranteed your performance.

18.4 Removal of Signs Upon Termination or Expiration. If you fail to remove any signs bearing the Marks, you agree that we may enter your premises and remove the signs and charge the costs of removal to your account.

19. ASSIGNMENT

19.1. Assignment by U-Save. This Franchise Agreement is fully assignable by us, our legal assignee or other legal successor.

19.2. Assignment by You. This Franchise Agreement and the rights it grants are personal to you. You may not assign or transfer either the Franchise Agreement or your rights and obligations under the Franchise Agreement.

20. SALE OF ASSETS OR STOCK TO A THIRD PARTY

20.1. Sale of Assets of Franchised Business. Your franchise is personal to you and may not be sold or transferred. However, we will grant a franchise to a person to whom you sell the assets of the Franchised Business, or the stock of the operating corporation, which consent will not be unreasonably withheld, subject to our right of first refusal described below, provided that:

(a) the prospective purchaser meets our then-current standards for franchisees; and

(b) you execute our Termination Agreement and Release form, after which you and the operating corporation will continue to be liable for all post-term obligations including: the covenant not to compete; return of the Manual; and non-use of our Marks; and

(c) you cure any defaults under this Franchise Agreement and any Collateral Agreement and pay all fees due and owing to us and our affiliates; and

(d) the prospective purchaser executes our then-current form of franchise agreement; and

(e) the prospective purchaser pays us our then-current required transfer fee; and

(f) the prospective purchaser has scheduled Initial Training; and

(g) the prospective purchaser is not operating a vehicle rental business other than a vehicle rental business under a franchise agreement with us; and

(h) you reveal to us in advance of the sale all of the terms and conditions of your sale of business assets or stock; and we review and approve, in advance of, and after signing by you, all documents to be signed by you and the purchaser that relate to the transfer of assets, real estate, leases, stock, inventory and any similar documents; and

(i) if we assist you in locating the prospective purchaser, you pay us a finder's fee of 8% of the sale price.

Any sale of the assets of, or stock or membership interests in, the Franchised Business that does not meet the above conditions and that does not have our prior written approval is a breach of this Franchise Agreement.

20.2. Change of Ownership of Corporate/LLC Franchisee. If you are a corporation or limited liability company, any change in the ownership structure or in the identity of the shareholders, members, directors, managers or investors shown in Attachment III to this Franchise Agreement requires our prior written approval. Our approval will be granted, provided that:

(a) you cure any defaults under this Franchise Agreement and any Collateral Agreement and pay all fees due and owing us and our affiliates; and

(b) each new shareholder, member, director, manager or investor meets our then-current standards for guarantors, and executes our then-current form of guaranty; and

(c) each new shareholder, member, director, manager or investor is not operating any other vehicle rental business, except vehicle rental businesses under franchise agreements with us; and

(d) (1) the new ownership structure includes at least 1 current owner, and 1 current manager, who has successfully completed Initial Training; or (2) you pay us our then-current required fee to cover administrative, legal and training costs; and

(e) you reveal to us in advance all of the terms and conditions of the ownership change; and we approve, in advance of and after signing, all documents to be signed by you, each new owner, director, manager or investor, and each departing owner, director, manager or investor, relating to the ownership change; and

(f) if we assist you in locating a new shareholder, member director, manager or investor, you pay us a finder's fee of 8% of the purchase price of the ownership interest; and

(g) if, in our sole discretion, the character of the change in ownership structure is substantial, the corporation/limited liability company pays us our then-current fee, to cover legal, administrative and training costs; this fee will not be imposed if you have already been assessed the same fee under (d)(2), above.

Any ownership change that does not meet the above conditions and does not have our prior written

approval constitutes an unauthorized transfer of the franchise and is a breach of this Franchise Agreement.

21. RIGHT OF FIRST REFUSAL

21.1. Sale of the Franchised Business. If during the term of this Franchise Agreement or within one year after termination or expiration of this Franchise Agreement, you receive a *bona fide* offer to purchase the assets of, or ownership interests in the Franchised Business, you will give us a copy of the offer along with all documents expected to be signed by you and the offeror. During the 30 days after those documents have been received by us, we will have the right to purchase those assets on the same terms and conditions contained in the offer. We may substitute cash for any form of payment contained in the offer and may also designate a credit-worthy substitute purchaser. If we do not exercise this right of first refusal, you may accept the *bona fide* offer, subject to our prior written approval of the person you propose as a new U-Save franchisee and the provisions of paragraph 20 herein.

21.2. Adjacent Exclusive Territory. You have no right of first refusal should we decide to grant a franchise for an Exclusive Territory adjacent to yours.

22. DEATH OR DISABILITY

22.1. Permanent Disability. This Agreement will terminate automatically on the 30th day following your disability (if you are an individual) or the disability of your operating principal (if you are a corporation or other legal entity), except as otherwise provided by applicable law, unless, prior to that date, you or your estate (as applicable) has made arrangements to transfer the franchise in accordance with the transfer provisions set forth in paragraph 20 or 22.2. For purposes of this Agreement, permanent disability occurs when your usual active participation in the Franchised Business has ceased for a period of thirty (30) consecutive days. See the Manual for procedures by which you provide for these contingencies.

22.2. Testamentary Transfer. Notwithstanding the foregoing, you may transfer your interest in this Franchise Agreement by Will to a member of your immediate family, to whom the Franchised Business and its assets have also been transferred or bequeathed, without an Initial Franchise Fee, subject to the conditions contained in paragraph 20.1 (a) through (d), (f) and (g), above. Your interest in this

Franchise Agreement may not pass by intestacy, unless this prohibition is barred by the law of the state where your estate is, or could be, probated.

22.3. Manner of Effecting a Transfer on Death. This Franchise Agreement will terminate thirty (30) days after your death, unless your personal representative notifies us within that time of: (a) the name of the proposed transferee; and (b) the personal representative's willingness to continue the business during the administration of your estate. We will then have 150 additional days to approve the proposed transferee, and your personal representative will have the same period to effect the transfer. The transfer must be in written form approved by us in advance. The transferee will be required to execute our then-current franchise agreement.

22.4. Further Transfer by Beneficiary. The new agreement signed by the transferee will not permit further assignment or transfer to members of the franchisee's immediate family without payment of a franchise fee or fee similar to the fee described in 20.1(e), above.

23. COVENANT NOT TO COMPETE

For a period of 12 months after the effective date of expiration or termination of this Franchise Agreement for any reason, or the date on which you or the operating corporation cease to operate the Franchised Business or use the Marks, whichever is later, neither you nor the operating corporation nor the guarantors listed in Attachment III will, directly or indirectly, for yourselves or for any other person or entity, alone or through or on behalf of others, own, engage in, be employed by, advise, assist, lease or sublease to, invest in, franchise, lend money to, sell or lease the assets of the Franchised Business to, or have any financial or other interest in, any vehicle rental business within your Exclusive Territory plus the area formed by extending the boundaries of the Exclusive Territory 5 miles in all directions.

24. REMEDIES AND INDEMNITIES

24.1. Arbitration. Except as provided herein, any controversy or claim arising out of or relating to this Franchise Agreement or its breach or the franchise relationship created by this Franchise Agreement, as well as any Collateral Agreement, including without limitation, any claim that this Franchise Agreement or any Collateral Agreement or any part thereof is invalid, illegal or otherwise voidable or void, as well as all civil claims based on public policy and federal, state and local statutes, regulations and ordinances (including claims based on federal, state or local laws

pertaining to granting or establishing franchises and deceptive and unfair trade practices), will be submitted to arbitration before, and in accordance with the commercial arbitration rules of, the American Arbitration Association ("AAA"). Arbitration will be conducted only in the State of Mississippi under Mississippi law and only on an individual, and not a class-wide, basis. This provision shall be binding on you and us, and on each of the guarantors identified in Attachment III to this Agreement. Each of the parties submit to jurisdiction in Mississippi and, therefore, waive any objection to either the jurisdiction or venue of Mississippi.

Prior to the arbitration hearing, each party will be entitled to such discovery as is allowed by the applicable Rules of Procedure, provided that service of written discovery requests must be made no later than 30 days prior to the scheduled hearing date. Answers to written discovery must be served upon the requesting party no less than 15 days prior to the scheduled hearing date. Each party may take the deposition of the other no later than 10 days prior to the scheduled hearing date.

Except as expressly set forth below, the obligation to arbitrate as contained in the Franchise Agreement (and any Collateral Agreement) shall be mandatory for all parties. The obligation to arbitrate will not be binding upon U-Save with respect to claims relating to: U-Save's trademarks, service marks, or copyrights; claims relating to any covenant not to compete; any right of first refusal; claims for collection of monies due under this Franchise Agreement if less than \$10,000; and, requests by either party for temporary restraining orders, preliminary or permanent injunctions or other procedures in a court of competent jurisdiction to obtain interim or permanent relief when deemed necessary by the court to preserve the *status quo* or prevent irreparable injury.

Judgment upon an arbitration award may be entered in any court having competent jurisdiction and will be binding, final and non-appealable. You (and, if you are a corporation, your respective shareholders, directors, investors and guarantors) and U-Save hereby waive to the fullest extent permitted by law, any right or claim for any punitive or exemplary damages against each other and agree that in the event of a dispute, each shall be limited to the recovery of actual damages sustained. Except as expressly provided herein, nothing contained in this Franchise Agreement shall serve to waive or limit the relief (including damages, attorney's fees and costs) available to the parties under relevant federal,

state or local statutes, regulations and ordinances, as determined by the arbitrator.

If you, or U-Save, are forced to seek an order from a court of law or equity to compel the other to proceed to arbitration, the party compelled will pay the party who obtained the order for all costs, including attorney fees, incurred in obtaining the order.

This arbitration provision is self-executing and will remain in full force and effect after expiration or termination of this Franchise Agreement. In the event you or U-Save fail to appear at any properly noticed arbitration proceeding, an award may be entered against that party by default, or otherwise, notwithstanding that failure to appear. Except for issues relating to arbitrability or the enforcement of this agreement to arbitrate, which will be governed by the Federal Arbitration Act (9 U.S.C. *et seq.*), all controversies will be construed under the laws of Mississippi.

The provisions of this paragraph 24.1 will be construed as independent of any other covenant or provision of this Franchise Agreement; provided that, if a court of competent jurisdiction determines that these provisions are unlawful in any way, the court may modify or interpret them to the minimum extent necessary to have them comply with law.

24.2. Jurisdiction and Venue in Legal Actions. If either party institutes any legal or equitable action against the other asserting those claims expressly excepted from arbitration as provided for in Section 24.1 (if any), such party must proceed in any state or federal court of general jurisdiction located in the State of Mississippi. Both parties irrevocably submit to the jurisdiction of Mississippi courts and each waive any objection they may have to either the jurisdiction or venue of Mississippi courts.

24.3. Attorneys' Fees and Costs of Enforcement. If we succeed in obtaining injunctive or equitable relief against you, or if we succeed in any action or proceeding instituted against you for the payment of any fees due under this Agreement or any Collateral Agreement, you must reimburse us for all expenses that we incur in connection with the litigation (including our actual attorneys' fees, expert and witness fees, professional fees, costs of investigation and costs of suit). With respect to all other claims, the prevailing party shall be entitled to recover its reasonable costs and expenses incurred in connection with the litigation or proceeding (including actual attorneys' fees, expert and witness fees, professional fees, costs of investigation and costs of suit). The prevailing party also shall be entitled to recover its

actual costs incurred in connection with entering judgment on any arbitration award, as well as all costs and expenses incurred in connection with enforcing the judgment.

24.4. Punitive and Consequential Damages. Neither you nor the operating corporation will be entitled to compensation or reimbursement from U-Save for loss of prospective profits, anticipated sales or other losses or consequential damages of any kind or nature caused by cancellation, termination, expiration or non-renewal of this Franchise Agreement. Neither you nor the operating corporation will be entitled to recover from U-Save or its officers, directors or agents for punitive damages.

24.5. Damages for Service Mark Infringement. If you violate our federal, state or common law trademark or service mark rights, our right to injunctive relief will not preclude our recovery of money damages from you as provided by federal, state or common law.

24.6. Indemnification of U-Save. If we or any of our affiliates, successors, assigns, directors, officers, employees and agents are subjected to any claim, demand or penalty or become a party to any suit or other judicial or administrative proceeding or any investigation, or enter into any settlement by reason of:

- (a) a claimed act or omission by you, your rental customers, your employees, agents, assignees, owners, directors, investors or officers; or
- (b) a claimed act or omission by the directors, officers, employees or agents of the operating corporation; or
- (c) an act or omission occurring in the Franchised Business; or
- (d) any act or omission with respect to the Franchised Business, whether or not resulting from our negligence, that of our affiliates, parent company, officers, directors or agents, including, but not limited to, delivering or picking up a vehicle.

You will indemnify, defend and hold us, our affiliates, directors, officers, employees and agents harmless against all judgments, settlements, penalties and expenses, including attorney fees, court costs, and other expenses of litigation, incurred or imposed in connection with the resulting investigation or defense. Your obligation extends equally to any proceeding brought by or against us for collection of money judgments arising out of the

above-recited actions; and your obligation continues after termination or expiration of this Franchise Agreement. You must give us notice of any such action, suit, proceeding, claim or demand, inquiry or investigation as soon as possible. We may voluntarily, but we are not obligated to, assume the defense or settlement of the proceeding or claim. We have the sole discretion to choose our own attorneys and to consent to judgment or to agree to settlement, if there are reasonable grounds.

25. *CONTRACT INTERPRETATION; MODIFICATION; NOTICE*

25.1. *Governing Law.* This Franchise Agreement will be construed according to the law of the State of Mississippi.

25.2. *Construction.* All references in this Franchise Agreement to the singular apply to the plural where appropriate, and all references to the masculine include the feminine. If any part of this Franchise Agreement is declared invalid, that declaration will not affect the validity of the balance of the Franchise Agreement. If the applicable law or rule requires a longer notice period than that stated in this Franchise Agreement, the statutory or regulatory notice requirements will be substituted.

25.3. *Waiver.* No waiver by us of any breach or series of breaches of this Franchise Agreement will constitute a waiver of any additional breach or waiver of the performance of any of your obligations under this Franchise Agreement. Our acceptance of any payment from you, or our failure, refusal or neglect to exercise any right to insist upon your full compliance with obligations under this Franchise Agreement or with any specification, standard or operating procedure or rule, will not constitute a waiver of any provision of this Franchise Agreement.

25.4. *Notices.* All written notices permitted or required by the terms of this Franchise Agreement or the Manual will be deemed delivered when actually received or delivered to by hand, by facsimile or three days after being placed in the U.S. mail or one day after being left with an overnight delivery service. Notices shall be addressed to us at our then current principal business address, or to you at your home address or the most current address of which we have been notified in writing.

25.5. *Scope and Modification of this Agreement.* This Franchise Agreement constitutes the entire agreement between you and us and supersedes all earlier and contemporaneous, oral or written agreements or understandings between you and us

about the subject matter of this Franchise Agreement. No modification or change to this Franchise Agreement will have any effect unless it is in writing and signed by you and our authorized agent or employee. Nothing in this paragraph is intended to disclaim anything contained in the Franchise Disclosure Document or its attachments delivered contemporaneously with this Agreement.

25.6. *Independent Contractors.* You and U-Save are independent contractors and no training, assistance or supervision which we may give or offer to you will defeat this status. We will not be liable for damages to any person or property arising directly or indirectly out of the operation of the Franchised Business. We will not be liable for taxes levied upon you or the Franchised Business. The relationship created by this Franchise Agreement is not a relationship between principal and agent, nor is it a fiduciary relationship.

25.7. *Survival of Obligations.* The obligations in this Franchise Agreement, which by their terms require performance after the expiration or termination of this Franchise Agreement, will be enforceable despite the expiration or termination of this Franchise Agreement for any reason.

25.8. *Successors.* Subject to the restrictions on assignment recited above, this Franchise Agreement is binding upon and inures to the benefit of, the permitted successors, assignees, heirs and personal representatives of the parties.

25.9. *Effective Date.* This Franchise Agreement will be effective after execution by an authorized representative of U-Save in Ridgeland, Mississippi, on the date so indicated on the signature page.

26. *ACKNOWLEDGMENTS; REPRESENTATIONS*

26.1. *Acknowledgments.* You understand and acknowledge that operating a Franchised Business involves business risks and that the volume, profit, income and success of your Franchised Business depends primarily upon your ability and efforts as an independent businessperson and local market conditions, over which we have no control.

26.2. *No Earnings Representations.* None of our officers, salespersons or other representatives or employees are authorized to make, and we expressly disclaim the making of, any representation, warranty or guarantee, express or implied, as to the potential volume, profit, income or success of your Franchised Business or as to the actual volume, profit, income or success that may have been

realized by any of our other franchisees. You acknowledge that you have neither received nor relied on any such representations, warranties or guarantees in connection with your evaluation of the Franchised Business or decision to enter into this Franchise Agreement.

26.3. Representations of Franchisee. You and each principal represent and warrant to us that neither you nor any principal is identified, either by name or an alias, pseudonym or nickname, on the lists of “Specially Designated Nationals” or “Blocked Persons” maintained by the U. S. Treasury Department’s Office of Foreign Assets Control (text available at <http://www.treas.gov/offices/enforcement/ofac/>). Further, you and each principal represent and warrant that they have not violated and agree that they will not violate any law (in effect now or which may become effective in the future) prohibiting corrupt business practices, money laundering or the aid or support of Persons who conspire to commit acts of terror against any Person or government, including acts prohibited by the U. S. Patriot Act (text available at <http://www.epic.org/privacy/terrorism/hr3162.html>), U. S. Executive Order 13244 (text available at <http://www.treas.gov/offices/enforcement/ofac/programs/terror/terror.shtml>), or any similar law. The foregoing constitutes continuing representations and warranties, and you and each Principal must notify us immediately in writing of the occurrence of any event or the development of any circumstance that might render the foregoing representation and warranty false, inaccurate or misleading.

Signature Page

You represent that you have read this Franchise Agreement and our Disclosure Document in their entirety, and that you have been given the opportunity to clarify any provisions and information that you did not understand and to consult with an attorney or other professional advisor. You were not induced to enter into this Franchise Agreement on the strength of any promises by us. You understand the terms, conditions and obligations of this Franchise Agreement and the franchise and agree to be bound thereby.

In Witness Whereof, the parties have signed as follows:
(If you are an Individual Franchisee, sign below:)

Printed Name of Individual Franchisee

Printed Name of Witness

Signature of Individual Franchisee

Signature of Witness

Home Address of Individual Franchisee (Street)

City, State and Zip Code

Date Signed by Individual Franchisee

Individual Franchisee's Home Telephone Number

(If you are a Corporate/LLC Franchisee, sign below:)

TREK AUTO SALES LLC
Printed Name of Corporate/LLC Franchisee

Dustin A. Valenti, Member/Manager
Printed Name and Title of Authorized Person Signing

[Handwritten Signature]
Signature

1/4/2015
Date Signed

KAREN M VALENTI
Printed Name of Witness

[Handwritten Signature]
Signature of Witness

U-SAVE AUTO RENTAL OF AMERICA, INC.

By: Tom McDonnell

Title: CEO

Date Signed: 1/13/15

The Effective Date of this Franchise Agreement is November 28, 2014.

This Franchise Agreement expires at midnight on November 28, 2024.

U-SAVE AUTO RENTAL®

ATTACHMENT I - EXCLUSIVE TERRITORY AND PERFORMANCE STANDARDS

The Exclusive Territory for this Franchise Agreement is (see attached pages, if necessary):

The city limits of East Brunswick, New Jersey as they are laid out this date (November 28, 2014).

If the area is described as a municipal or state political subdivision, such as a city or county, the Exclusive Territory will consist of the political boundaries of that subdivision as they exist on the Effective Date. If the Exclusive Territory is described otherwise, its boundaries run to the center of streets, routes or highways. This Exclusive Territory does not include any airports located within the Exclusive Territory unless specified.

The address of the Franchised Business within the Exclusive Territory is: 215 Route 18 South

East Brunswick, New Jersey 08816

The following are the minimum average numbers of vehicles per month you will own, use or keep for use in the Franchised Business in the following periods:

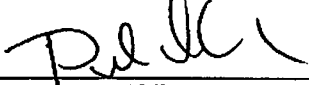
1st through 6th month: 50

7th through 12th month: 62

13th through 24th month: 62

If you fail to maintain the minimum average numbers shown above, after the first 24 months of the term of this Agreement, we may, in our sole discretion at any time during the remainder of the term of this Agreement, reduce your Exclusive Territory or terminate this Agreement. Performance standards for the remaining term of this Agreement will be mutually agreed upon at the end of the 24th month and annually thereafter. If you fail to meet your performance standards for the remaining term of this Agreement, we may, in our sole discretion, reduce your Exclusive Territory in this or any subsequent franchise agreement, or refuse to grant a subsequent franchise agreement under paragraph 2.3 of this Agreement.

TREK AUTO SALES LLC



~~Franchisee's Signature~~ (or Signature of Authorized Representative of Corporate/LLC Franchisee)

Dustin A. Valenti, Member/Manager
Print Name (and Title, if applicable)

11/4/2015
~~Date signed~~

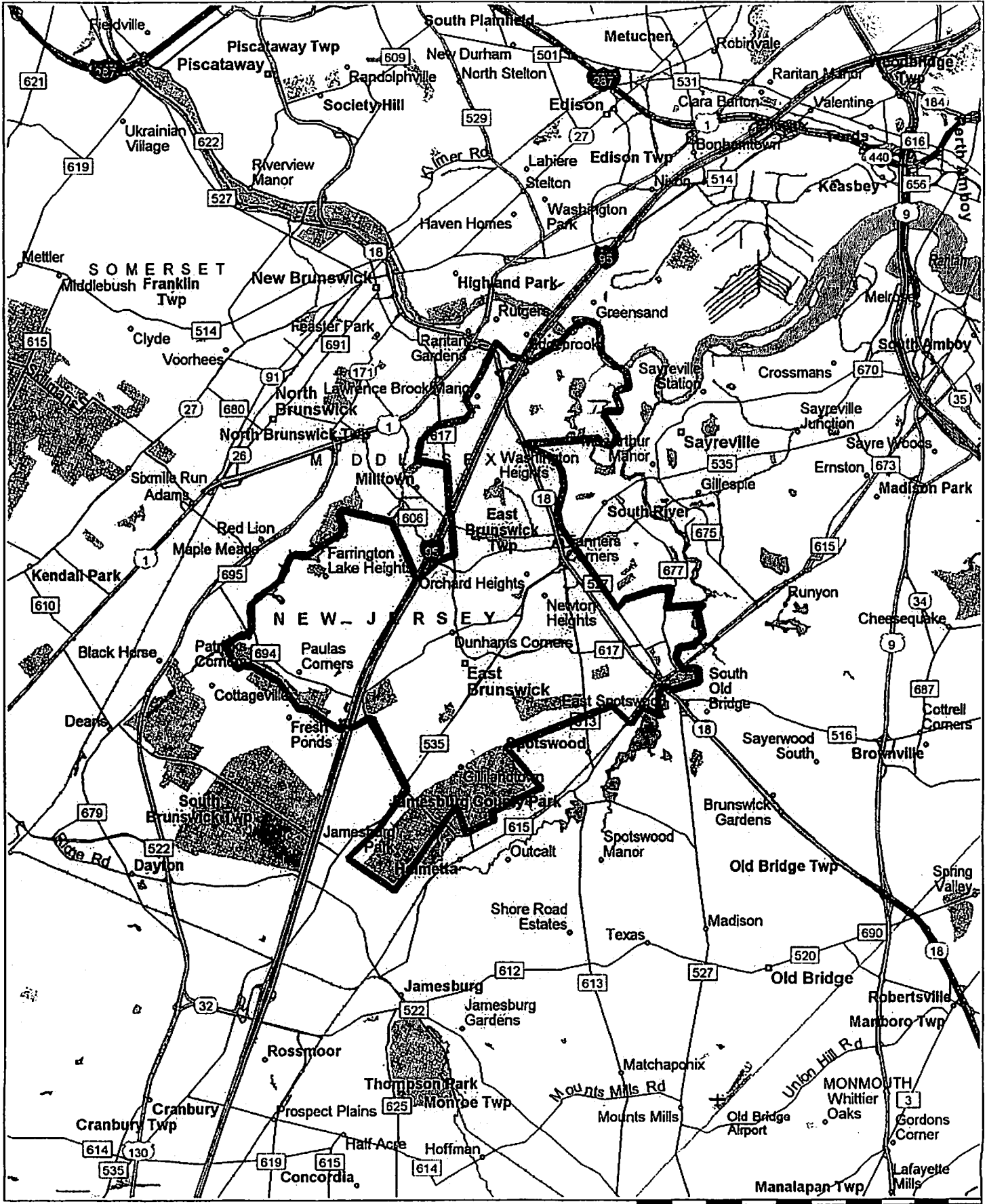
U-SAVE AUTO RENTAL OF AMERICA, INC.

By: Jon M. McDonnell

Title: CEO

Date Signed: 11/13/15

Approx Map of E Brunswick, NJ City Limits Trade Area



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U-SAVE AUTO RENTAL[®]

ATTACHMENT II.A - TELEPHONE NUMBER TRANSFER AUTHORIZATION

To:

Telephone Company: Allworx Corporation

Address: 245 East Main Street

City, State, Zip: Rochester, New York 14604

Phone: 585-421-3850

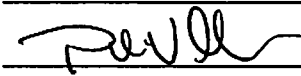
Toll Free: 866-255-9679

Fax: 585-421-3853

I/we hereby authorize Allworx Corporation to transfer the following telephone number(s), and any other numbers used or advertised in connection with the name "U-Save[®]," to U-Save Auto Rental of America, Inc., or a designee of its choosing, and by doing so I/we relinquish all future claims to these numbers. U-Save may effect the transfer when and if the Franchise Agreement of which this authorization is a part expires or is terminated at any time during the franchise agreement dates of November 28, 2014 to November 28, 2024 plus 12 months. U-Save is authorized to pay any delinquent charges owed by the releasing customer to the Telephone Company in order to effect the transfer. I/we will reimburse U-Save for any charges that U-Save pays to the Telephone Company, without abatement or setoff.

1. (732) 545-8787
2. (732) 545-9950

Billing Name of Releasing Customer: Trek Auto Sales LLC

~~Authorized Signature~~ 

Printed Name of Authorized Signer: Dustin A. Valenti

Title: Member/Manager

~~Date Signed~~ 11/4/2015

U-SAVE AUTO RENTAL®

ATTACHMENT II.B - IRREVOCABLE POWER OF ATTORNEY (TRANSFER OF TELEPHONE NUMBERS)

STATE OF NEW JERSEY

KNOW ALL MEN BY THESE PRESENTS

~~COUNTY OF~~ MIDDLESEX

That **TREK AUTO SALES LLC** ("Franchisee") does hereby irrevocably constitute and appoint U-Save Auto Rental of America, Inc., a Mississippi corporation, its successors and assigns ("U-Save"), true and lawful attorney-in-fact and agent for Franchisee and in Franchisee's name, place and stead, to do or cause to be done all things and to sign, execute, acknowledge, certify, deliver, accept, record and file all such agreements, certificates, instruments and documents as, in the sole discretion of U-Save, shall be necessary or advisable for the sole purpose of assigning to U-Save or its designee all of Franchisee's right, title and interest in and to any and all telephone numbers of Franchisee's U-Save Car & Truck Rental® Franchised Business and all related Yellow Pages, White Pages and other business listings, including but not limited to, the execution and delivery of any transfer documentation required by the applicable telephone service company providing telephone services to Franchisee, hereby granting unto U-Save full power and authority to do and perform any and all acts and things which, in the sole discretion of U-Save, are necessary or advisable to be done as fully to all intents and purposes as Franchisee might or could itself do, hereby ratifying and confirming all that U-Save may lawfully do or cause to be done by virtue of this Power of Attorney and the powers herein granted.

During the term of this Power of Attorney and regardless of whether Franchisee has designated any other person to act as its attorney-in-fact and agent, no person, firm or corporation dealing with U-Save shall be required to ascertain the authority of U-Save, nor to see to the performance of the agency, nor be responsible in any way for the proper application of funds or property paid or delivered to U-Save. Any person, firm or corporation dealing with U-Save shall be fully protected in acting and relying on a certificate of U-Save that this Power of Attorney on the date of such certificate has not been revoked and is in full force and effect, and Franchisee shall not take any action against any person, firm or corporation acting in reliance on such a certificate or a copy of this Power of Attorney. Any instrument or document executed on behalf of Franchisee by U-Save shall be deemed to include such a certificate on the part of U-Save, whether or not expressed. This paragraph shall survive any termination of this Power of Attorney.


This Power of Attorney shall terminate two (2) years following the expiration or termination of that certain Franchise Agreement dated as of November 28, 2014, by and between U-Save and Franchisee. Such termination, however, shall not affect the validity of any act or deed that U-Save may have effected prior to such date pursuant to the powers herein granted.

This instrument is to be construed and interpreted as an irrevocable power of attorney coupled with an interest and such power of attorney shall not be affected by the subsequent disability or incapacity of the principal. It is executed and delivered in the State of Mississippi and the laws of the State of Mississippi shall govern all questions as to the validity of this Power of Attorney and the construction of its provisions.

(The next page is the signature page.)

IN WITNESS WHEREOF, the undersigned has executed this Power of Attorney as of the ~~14th~~ ^{15th} day of ~~November~~ ^{January} ~~2014~~ ²⁰¹⁵.

TREK AUTO SALES LLC



~~Franchisee's Signature~~ (or Signature of Authorized Representative of Corporate/LLC Franchisee)

Dustin A. Valenti, Member/Manager
Print Name (and Title, if applicable)

1/14/2015

Date Signed

U-SAVE AUTO RENTAL®

ATTACHMENT III – OWNERSHIP

The ownership structure of TREK AUTO SALES LLC
 (Name of Corporate/LLC Franchisee)
 (the “Company”) is shown below.

The Company is established under the laws of the State of New Jersey.

If the Company is a corporation, the total number of shares of common voting stock issued and outstanding is N/A; the total number of preferred shares issued and outstanding is N/A; the total number of non-voting common shares issued and outstanding is N/A.

You grant us the right to request copies of the Company’s Articles of Incorporation, Articles of Organization, stock or membership certificates and other corporate documents to verify the accuracy of the information in this Attachment III.

A. The shareholders or members of the Company are:

Printed Name and Home Address of Shareholder or Member	Type of Stock or Membership Interest (e.g., common, preferred voting, non-voting stock, etc.)	Number of Shares/ Amount of Interest Owned
1. <u>Dustin A. Valenti</u> <u>3 Winding Woods Way</u> <u>Freehold, NJ 07728-9282</u>	<u>Membership</u>	<u>100%</u>

B. All other investors or persons with a beneficial interest in the Company are:

Printed Name and Home Address of Security Owner (e.g., debenture, bond, warrant, etc.)	Type of Security or Interest	Number or Face Value
1. <u>N/A</u> _____ _____	_____ _____	_____ _____

C. The Directors and, if applicable, Managers of the Company are:

Name	Home Address
1. <u>Dustin A. Valenti</u>	<u>3 Winding Woods Way</u> <u>Freehold, NJ 07728-9282</u>

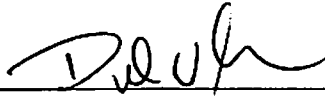
D. The following persons shall sign the Personal Undertaking and Guaranty in the form attached to this Attachment.

Printed Name

1. Dustin A. Valenti

We have the sole right to determine who must be a guarantor of this Franchise Agreement. If shareholders, members, investors, managers, directors or persons with beneficial interests in the Company are added to the above-described ownership structure, we have the right to demand that additional persons become guarantors of this Franchise Agreement. Failure to comply is a breach of this Franchise Agreement.

TREK AUTO SALES LLC



~~Franchisee's Signature~~ (or Signature of Authorized Representative of Corporate/LLC Franchisee)

Dustin A. Valenti, Member/Manager
Print Name (and Title, if applicable)

1/4/2015

~~Date Signed~~

U-SAVE AUTO RENTAL OF AMERICA, INC.

By: Tom McDemott

Title: CEO

Date Signed: 1/13/15

U-SAVE AUTO RENTAL[®]

PERSONAL UNDERTAKING AND GUARANTY

THE UNDERSIGNED GUARANTOR ("Guarantor"), hereby delivers this Personal Undertaking and Guaranty ("Undertaking and Guaranty") to U-Save Auto Rental of America, Inc. ("U-Save") on the date reflected below (1) as an inducement for, and condition of, the grant of a U-Save Car & Truck Rental[®] Business ("Franchise") to Dustin A. Valenti ("Franchisee") pursuant to the terms and conditions of a certain U-Save franchise agreement ("Franchise Agreement"); and (2) as partial consideration for the grant of the Franchise.

1. Guarantor acknowledges and represents that he or she has read the terms and conditions of the Franchise Agreement.
2. Guarantor guarantees to U-Save the full, prompt, and complete performance by Franchisee of all of the terms, conditions, and covenants contained in (1) the Franchise Agreement including, without limitation, the payment of all fees and amounts due under the Franchise Agreement, (2) any agreement for insurance obtained through Peakstone Financial Services, Inc., (3) any agreement between the franchisee and U-Save Leasing, Inc., and (4) any agreement made between U-Save and any other affiliate of U-Save. This guarantee shall continue until all the terms and conditions of the Franchise Agreement have been fully performed. Guarantor shall not be released of any obligation or liability hereunder so long as there is any claim or right of claim arising out of the Franchise Agreement. This guarantee shall be unlimited as to duration or amount.
3. Guarantor agrees to be personally bound by all of the restrictions, obligations and covenants contained in the Franchise Agreement including, without limitation:
 - (a) All restrictions contained in paragraph 7.2 (entitled "Your Commercial Communication");
 - (b) The representations and obligations concerning trade secrets and proprietary information contained in paragraph 11.6 (entitled "Trade Secrets and Proprietary Information");
 - (c) All obligations contained in paragraph 17 (entitled "Service Marks");
 - (d) The restrictions against assignment contained in paragraph 19.2 (entitled "Assignment by You");
 - (e) The restrictions against sale contained in paragraph 20 (entitled "Sale of Assets or Stock to a Third Party");
 - (f) The covenants contained in paragraph 11.18 (entitled "Exclusive Dealing") and paragraph 23 (entitled "Covenant Not To Compete");
 - (g) The obligation to arbitrate any disputes arising out of or related to the Franchise Agreement or this Undertaking and Guaranty pursuant to paragraph 24.1 (entitled "Arbitration");
 - (h) The jurisdiction and venue provisions set forth in paragraph 24.2 ("Jurisdiction and Venue in Legal Actions") (except as superseded by applicable law); provided that this provision will not abrogate any rights Guarantor may have under applicable state franchising laws and regulations to bring suit in another jurisdiction. Guarantor may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law;
 - (i) The attorneys' fees provision set forth in paragraph 24.3 (entitled "Attorneys' Fees and Costs of Enforcement"); and
 - (j) The indemnification provision set forth in paragraph 24.6 (entitled "Indemnification of U-Save").

4. U-Save may waive, renew, extend, modify, amend, or release any indebtedness or obligation of Franchisee or settle, adjust, or compromise any claims that it may have against Franchisee without notice to Guarantor, and without affecting any of U-Save's rights under this Undertaking and Guaranty.

5. Guarantor waives all demands and notices of every kind with respect to the enforcement of this Undertaking and Guaranty including, without limitation, notices of presentment, demand for payment or performance by Franchisee, notice of nonpayment, notice of protest and all exemptions are waived. U-Save shall have no obligation to notify Guarantor of the release of any other guaranty or other security given for Franchisee's obligations under the Franchise Agreement.

6. U-Save may pursue its rights against Guarantor or any other guarantor without first exhausting its remedies against Franchisee and without joining any other guarantor.

7. No delay on the part of U-Save in the exercise of any right or remedy will operate as a waiver of the right or remedy, and no single or partial exercise by U-Save of any right or remedy will preclude the further exercise of that or any other right or remedy.

8. The obligations contained in this Undertaking and Guaranty shall be continuing, and shall not be affected by any modification, amendment or extension of the Franchise Agreement.


9. In the event of Guarantor's death, Guarantor's estate shall be bound by all of the obligations contained in this Undertaking and Guaranty only with respect to defaults and obligations existing under the Franchise Agreement at the time of Guarantor's death.

10. This Guaranty will be construed according to the laws of the State of Mississippi and shall be binding upon and inure to the benefit of the parties, their successors, assigns, and personal representatives.

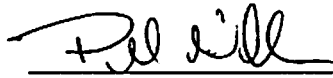
11. Guarantor irrevocably submits to the jurisdiction of Mississippi courts and waives any objection that he or she may have to either the jurisdiction or venue of Mississippi courts; provided that this provision will not abrogate any rights Guarantor may have under applicable state franchising laws and regulations to bring suit in another jurisdiction. Guarantor may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

12. GUARANTOR WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, INVOLVING U-SAVE, WHICH ARISES OUT OF OR IS RELATED IN ANY WAY TO THE FRANCHISE AGREEMENT, THE PERFORMANCE OF ANY PARTY UNDER THE FRANCHISE AGREEMENT, AND/OR THE OFFER OR GRANT OF THE U-SAVE FRANCHISE.

IN WITNESS WHEREOF, intending to be legally bound, Guarantor has caused this Undertaking to be executed on the date set forth below.



WITNESS
KAREN M. VALENTI



Franchisee's Signature
Dustin A. Valenti
Print Name (and Title, if applicable)

11/4/2015
Date Signed

PROMISSORY NOTE

\$139,511.03

October 21, 2015

Ridgeland, Mississippi

FOR VALUE RECEIVED, the undersigned promises unconditionally to pay to the order of U-SAVE AUTO RENTAL OF AMERICA, INC., a Mississippi corporation, the principal sum of ONE HUNDRED THIRTY NINE THOUSAND, FIVE HUNDRED ELEVEN AND 03/100 DOLLARS (\$139,511.03), with interest thereon at the rate of six percent (6%) per annum on the unpaid balance from the date hereof until paid, said principal and interest being due and payable as follows: a lump sum payment of \$27,000 on October 21, 2015; a lump sum payment of \$28,000 by 12:00 p.m. C.D.T. on October 30, 2015; and the remaining balance in six (6) monthly installments of principal and accrued interest, each in the amount of Fourteen Thousand, Three Hundred Thirty Two and 68/100 Dollars (\$14,332.68), commencing on December 1, 2015, and continuing thereafter on the first day of each succeeding calendar month thereafter. The entire remaining outstanding principal and accrued interest thereon shall be due and payable in full on May 1, 2016.

The undersigned shall pay to the holder hereof, with respect to any payment of principal, interest or other amounts due hereon or hereunder which remains unpaid for more than fifteen (15) days after the same becomes due and payable, a "late fee" of Seven Hundred Fifty and No/100 Dollars (\$750.00).

This Note is unsecured.

A default under this Note shall also be a default under any and all Franchise Agreements between Trek Auto Sales LLC and U-Save Auto Rental of America, Inc. (including locations #1900, #1902 and #1903).

Upon the happening of any of the following events, each of which shall constitute a default hereunder, the holder may declare the entire unpaid principal balance hereof, together with interest and other amounts, if any, accrued hereon, immediately due and payable (if not previously due and payable) and may exercise each and every other remedy available to the holder hereunder or under the above-referenced deed of trust or security agreement or otherwise available at law or in equity: (i) the failure of the undersigned to pay any amount when due hereunder, which failure is not cured within thirty (30) days thereafter, (ii) the death of the undersigned; (iii) the filing of any petition in bankruptcy by or against the undersigned; (iv) the application for the appointment of a receiver for, the making of a general assignment for the benefit of creditors by or the insolvency of the undersigned, (v) the determination by the holder hereof that a material adverse change has occurred in the financial condition of the undersigned; (vi) the holder hereof deeming itself to be insecure; or (vii) the occurrence of an event of default, or default which continues beyond the applicable grace or notice period, if any, under the above-referenced franchise agreements. Failure to exercise this option shall not constitute a waiver of the right to exercise the same at any other time or in the event of any subsequent default.

Should the indebtedness evidenced by this Note or any part thereof be collected by action at law, or in bankruptcy, receivership or other court proceedings, or should this Note be placed in the hands of attorneys or otherwise for collection after default, the undersigned agrees to pay, upon demand by the holder hereof, in addition to principal and interest and other sums, if any, due and payable hereon, court costs and reasonable attorneys' fees and other reasonable collection charges, unless prohibited by law.

This Note may be prepaid in whole or in part, at any time, without penalty or premium.

The undersigned hereby waives presentment for payment, demand, protest or notice of protest and of non-payment of this Note and all other conditions precedent in connection with the collection and enforcement of this Note or any security for this Note or any guarantee of the indebtedness evidenced hereby.

This Note shall be the joint and several obligation of all of the undersigned and all makers, sureties, guarantors and endorsers hereof.

This Note is made and delivered in the State of Mississippi and shall be governed by the laws thereof.

WITNESS the execution hereof as of the day and year first written above.

TREK AUTO SALES LLC

By: _____

Dustin A. Valenti, Member/Manager

DUSTIN A. VALENTI, PERSONALLY

DiFrancesco, Bateman, Kunzman,
Davis, Lehrer & Flaum, P.C.
15 Mountain Boulevard
Warren, N J 07059
(908) 757-7800
Attorney ID# 020011980
Attorneys for Plaintiff

FILED

NOV 02 2015

JUDGE TRAVIS L. FRANCIS

RECEIVED

NOV 02 2015

TRAVIS L. FRANCIS
ASSIGNMENT JUDGE
MIDDLESEX VICINAGE

<p>TREK AUTO SALES, LLC, Plaintiff, v. U-SAVE AUTO RENTAL OF AMERICA, INC., Defendant.</p>	<p>SUPERIOR COURT OF NEW JERSEY LAW DIVISION MIDDLESEX COUNTY DOCKET NO. MID-L-06446-15 CIVIL ACTION ORDER TO SHOW CAUSE</p>
--	--

THIS MATTER having been opened to the Court by DiFrancesco, Bateman, Kunzman, Davis, Lehrer & Flaum, P.C., Paul R. Rizzo, Esq., appearing, attorneys for the Plaintiff, Trek Auto Sales, LLC in the within matter, seeking relief by way of summary action based upon the facts set forth in the Verified Complaint filed herewith;

IT IS ON THIS 4th day of November, 2015

ORDERED that Defendant U-Save Auto Rental of America, Inc. appear and show cause on the 5th day of January, 2015 before the Superior Court, Law Division, Middlesex County before the Hon. Travis L. Francis, at the Middlesex County Court House located at 56 Paterson Street, New Brunswick, New Jersey at 10:00 o'clock in the forenoon or as soon as can be heard why judgment should not be entered enjoining the Defendant from terminating services owed to the Plaintiff pursuant to a

disputed agreement entered into between the parties and awarding attorney's fees, expenses and costs of suit, and granting such other relief as the Court deems just and equitable; and it is further

ORDERED that the Defendant U-Save Auto Rental of America, Inc. is hereby temporarily restrained, enjoined, barred or otherwise prohibited from terminating any services to the Plaintiff rendered pursuant to the Franchise Agreement entered into by the parties; and it is further

ORDERED that the Defendant may move, on ____ day's notice, for dissolution of modification of this temporary restraint; and it is further

ORDERED:

1. A copy of this Order to Show Cause, Verified Complaint and all supporting affidavits or certifications submitted in support of this application be served upon the Defendant within ____ days of the date hereof, in accordance with R. 4:4-3 and R. 4:4-4, this being original process.

2. The Plaintiff must file with the Court proof of service of the pleadings on the Defendant no later than three days before the return date.

3. The Defendant shall file and serve a written answer (or an answering affidavit and a motion returnable on the return date) to this Order to Show Cause and the relief requested in the Verified Complaint and proof of service of the same by _____, 2015. The Answer, answering affidavit or motion, as the case may be, must be filed with the Clerk of the Superior Court in the county listed herein, and a copy of the papers must be sent directly to the chambers of Judge _____, with a copy to the Plaintiff.

4. The Plaintiff must file and serve any written reply to the Defendant's Order to Show Cause opposition by _____, 2015. The reply papers must be filed with the Clerk of the Superior Court in the county listed above and a copy of the reply papers must be sent directly to the chambers of Judge _____ with a copy to the Defendant.

IT IS FURTHER ORDERED AS FOLLOWS:

- A. A copy of this order to show cause, verified complaint and all supporting affidavits or certifications submitted in support of this application be served upon the defendant(s) **PERSONALLY OR BY OVERNIGHT DELIVERY WITH SIGNATURE CONFIRMATION ONLY** within seven (7) days of the date hereof, in accordance with Rules 4:4-3 and R. 4:4-4, this being original process. **DELIVERY BY REGULAR MAIL AND CERTIFIED MAIL, RETURN RECEIPT REQUESTED, SHALL NOT CONSTITUTE EFFECTIVE SERVICE.**
- B. The plaintiff must file with the court his/her/its proof of service of the pleadings on the defendant(s) no later than three (3) days before the return date.
- C. Defendant(s) shall file and serve a written answer, an answering affidavit or a motion returnable on the return date to this order to show cause and the relief requested in the verified complaint and proof of service of the same within fifteen (15) days of service. The answer, answering affidavit or a motion, as the case may be, must be filed with the Clerk of the Superior Court in Middlesex County and a courtesy copy of the papers must be sent directly to the chambers of Assignment Judge Francis by hand delivery or overnight carrier.
- D. The plaintiff must file and serve any written reply to the defendant's order to show cause opposition by no later than three (3) days before the return date. The reply papers must be filed with the Clerk of the Superior Court in Middlesex County and a courtesy copy of the reply papers must be sent directly to the chambers of Assignment Judge Francis by hand delivery or overnight carrier.
- E. If the defendant(s) do/does not file and serve opposition to this order to show cause, the application will be decided on the papers on the return date and relief may be granted by default, provided that the plaintiff files a proof of service and a proposed form of order at least three (3) days prior to the return date.
- F. If the plaintiff has not already done so, a proposed form of order addressing the relief sought on the return date (along with a self-addressed return envelope with return address and postage) must be submitted to the court no later than three (3) days before the return date.
- G. Defendant(s) take notice that the plaintiff has filed a lawsuit against you in the Superior Court of New Jersey. The verified complaint attached to this order to show cause states

the name of the plaintiff. (If you already filed a complaint, you, or your attorney, must file a written answer to the verified complaint or a motion returnable on the return date to the court to show cause and proof of service before the return date of the order to show cause.)

- H. These documents must be filed with the Clerk of the Superior Court in Middlesex County. A directory of these offices is available in the Civil Division Management Office of Middlesex County and online at http://www.judiciary.state.nj.us/prose/10153_deptyclerklawref.pdf. Include the appropriate filing fee, if any, payable to the "Treasurer, State of New Jersey." You must also send a copy of your answer, answering affidavit or motion to the plaintiff's attorney whose name and address appear above, or to the plaintiff, if no attorney is named above. A telephone call will not protect your rights; you must file and serve your answer, answering affidavit or motion with the appropriate filing fee, if any, or judgment may be entered against you by default.
- I. If you cannot afford an attorney, you may call the Legal Services office in the county in which you live or the Legal Services of New Jersey Statewide Hotline at 1-888-LSNJ-LAW (1-888-576-5529). If you do not have an attorney and are not eligible for free legal assistance you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A directory with contact information for local Legal Services Offices and Lawyer Referral Services is available in the Civil Division Management Office of Middlesex County and online at http://www.judiciary.state.nj.us/prose/10153_deptyclerklawref.pdf.
- J. The Court will entertain argument, but not testimony, on the return date of the order to show cause, unless the Court is advised by the parties to the contrary no later than three (3) days before the return date or no opposition to the order to show cause is filed.
- K. **ABSENT A SHOWING OF EXCEPTIONAL AND UNFORESEEN CIRCUMSTANCES, THE COURT WILL NOT ENTERTAIN ADJOURNMENT REQUESTS RECEIVED ON THE DAY BEFORE THE RETURN DATE.**



Honorable Travis L. Francis, A.J.S.C.

HON. TRAVIS L. FRANCIS, A.J.S.C.

For more information, please refer to Form JESS-001 (Order to Show Cause Summary Action), which is available online at <http://www.judiciary.state.nj.us/forms.htm>, for an example of a properly completed order to show cause.

MIDDLESEX VICINAGE CIVIL DIVISION
P O BOX 2633
56 PATERSON STREET
NEW BRUNSWICK NJ 08903-2633

TRACK ASSIGNMENT NOTICE

COURT TELEPHONE NO. (732) 519-3728
COURT HOURS 8:30 AM - 4:30 PM

DATE: OCTOBER 29, 2015
RE: TREK AUTO SALES VS U SAVE AUTO RENTAL OF AMERICA
DOCKET: MID L -006446 15

THE ABOVE CASE HAS BEEN ASSIGNED TO: TRACK 2.

DISCOVERY IS 300 DAYS AND RUNS FROM THE FIRST ANSWER OR 90 DAYS
FROM SERVICE ON THE FIRST DEFENDANT, WHICHEVER COMES FIRST.

THE PRETRIAL JUDGE ASSIGNED IS: HON MELVIN L. GELADE

IF YOU HAVE ANY QUESTIONS, CONTACT TEAM 002
AT: (732) 519-3737 EXT 3737.



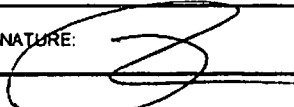
IF YOU BELIEVE THAT THE TRACK IS INAPPROPRIATE YOU MUST FILE A
CERTIFICATION OF GOOD CAUSE WITHIN 30 DAYS OF THE FILING OF YOUR PLEADING.
PLAINTIFF MUST SERVE COPIES OF THIS FORM ON ALL OTHER PARTIES IN ACCORDANCE
WITH R.4:5A-2.

ATTENTION:

ATT: PAUL R. RIZZO
DIFRANCESCO BATEMAN COLEY YOSP
15 MOUNTAIN BLVD
WARREN NJ 07059-5611

JUMKULO

Appendix XII-B1

	<h2 style="margin:0;">CIVIL CASE INFORMATION STATEMENT (CIS)</h2> <p style="margin:0;">Use for initial Law Division Civil Part pleadings (not motions) under <i>Rule 4:5-1</i> Pleading will be rejected for filing, under <i>Rule 1:5-6(c)</i>, if information above the black bar is not completed or attorney's signature is not affixed</p>		FOR USE BY CLERK'S OFFICE ONLY PAYMENT TYPE: <input type="checkbox"/> CK <input type="checkbox"/> CG <input type="checkbox"/> CA CHG/CK NO. RECEIVED AMOUNT: 2015 OCT 29 A 9:32 OVERPAYMENT CIVIL OFFICE BATCH NUMBER: MIDDLESEX VILLAGES
	ATTORNEY / PRO SE NAME Paul R. Rizzo, Esq.	TELEPHONE NUMBER (908) 757-7800	COUNTY OF VENUE Middlesex
	FIRM NAME (if applicable) DiFrancesco, Bateman, Kunzman, Davis, Lehrer & Flaum, PC		DOCKET NUMBER (when available) MID-L-06446-15
	OFFICE ADDRESS 15 Mountain Boulevard Warren, NJ 07059		DOCUMENT TYPE Verified Complaint & OTSC JURY DEMAND <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
NAME OF PARTY (e.g., John Doe, Plaintiff) Trek Auto Sales, LLC, Plaintiff		CAPTION Trek Auto Sales, LLC v. U-Save Auto Rental of America, Inc.	
CASE TYPE NUMBER (See reverse side for listing) 599	HURRICANE SANDY RELATED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	IS THIS A PROFESSIONAL MALPRACTICE CASE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YOU HAVE CHECKED "YES," SEE N.J.S.A. 2A:53 A -27 AND APPLICABLE CASE LAW REGARDING YOUR OBLIGATION TO FILE AN AFFIDAVIT OF MERIT.	
RELATED CASES PENDING? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		IF YES, LIST DOCKET NUMBERS	
DO YOU ANTICIPATE ADDING ANY PARTIES (arising out of same transaction or occurrence)? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		NAME OF DEFENDANT'S PRIMARY INSURANCE COMPANY (if known) <input type="checkbox"/> NONE <input checked="" type="checkbox"/> UNKNOWN	
THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE.			
CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION			
DO PARTIES HAVE A CURRENT, PAST OR RECURRENT RELATIONSHIP? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	IF YES, IS THAT RELATIONSHIP: <input type="checkbox"/> EMPLOYER/EMPLOYEE <input type="checkbox"/> FRIEND/NEIGHBOR <input type="checkbox"/> OTHER (explain) <input type="checkbox"/> FAMILIAL <input checked="" type="checkbox"/> BUSINESS		
DOES THE STATUTE GOVERNING THIS CASE PROVIDE FOR PAYMENT OF FEES BY THE LOSING PARTY? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
USE THIS SPACE TO ALERT THE COURT TO ANY SPECIAL CASE CHARACTERISTICS THAT MAY WARRANT INDIVIDUAL MANAGEMENT OR ACCELERATED DISPOSITION			
	DO YOU OR YOUR CLIENT NEED ANY DISABILITY ACCOMMODATIONS? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	IF YES, PLEASE IDENTIFY THE REQUESTED ACCOMMODATION	
	WILL AN INTERPRETER BE NEEDED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	IF YES, FOR WHAT LANGUAGE?	
I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with <i>Rule 1:38-7(b)</i> .			
ATTORNEY SIGNATURE: 			

Side 2



CIVIL CASE INFORMATION STATEMENT (CIS)

Use for initial pleadings (not motions) under *Rule 4:5-1*

CASE TYPES (Choose one and enter number of case type in appropriate space on the reverse side.)

Track I - 150 days' discovery

- 151 NAME CHANGE
- 175 FORFEITURE
- 302 TENANCY
- 399 REAL PROPERTY (other than Tenancy, Contract, Condemnation, Complex Commercial or Construction)
- 502 BOOK ACCOUNT (debt collection matters only)
- 505 OTHER INSURANCE CLAIM (including declaratory judgment actions)
- 506 PIP COVERAGE
- 510 UM or UIM CLAIM (coverage issues only)
- 511 ACTION ON NEGOTIABLE INSTRUMENT
- 512 LEMON LAW
- 801 SUMMARY ACTION
- 802 OPEN PUBLIC RECORDS ACT (summary action)
- 999 OTHER (briefly describe nature of action)

Track II - 300 days' discovery

- 305 CONSTRUCTION
- 509 EMPLOYMENT (other than CEPA or LAD)
- 599 CONTRACT/COMMERCIAL TRANSACTION
- 603N AUTO NEGLIGENCE - PERSONAL INJURY (non-verbal threshold)
- 603Y AUTO NEGLIGENCE - PERSONAL INJURY (verbal threshold)
- 605 PERSONAL INJURY
- 610 AUTO NEGLIGENCE - PROPERTY DAMAGE
- 621 UM or UIM CLAIM (includes bodily injury)
- 699 TORT - OTHER

Track III - 450 days' discovery

- 005 CIVIL RIGHTS
- 301 CONDEMNATION
- 602 ASSAULT AND BATTERY
- 604 MEDICAL MALPRACTICE
- 606 PRODUCT LIABILITY
- 607 PROFESSIONAL MALPRACTICE
- 608 TOXIC TORT
- 609 DEFAMATION
- 616 WHISTLEBLOWER / CONSCIENTIOUS EMPLOYEE PROTECTION ACT (CEPA) CASES
- 617 INVERSE CONDEMNATION
- 618 LAW AGAINST DISCRIMINATION (LAD) CASES

Track IV - Active Case Management by Individual Judge / 450 days' discovery

- 156 ENVIRONMENTAL/ENVIRONMENTAL COVERAGE LITIGATION
- 303 MT. LAUREL
- 508 COMPLEX COMMERCIAL
- 513 COMPLEX CONSTRUCTION
- 514 INSURANCE FRAUD
- 620 FALSE CLAIMS ACT
- 701 ACTIONS IN LIEU OF PREROGATIVE WRITS

Multicounty Litigation (Track IV)

- | | |
|--|---|
| 271 ACCUTANE/ISOTRETINOIN | 289 REGLAN |
| 274 RISPERDAL/SEROQUEL/ZYPREXA | 290 POMPTON LAKES ENVIRONMENTAL LITIGATION |
| 278 ZOMETA/AREXIA | 291 PELVIC MESH/GYNECARE |
| 279 GADOLINIUM | 292 PELVIC MESH/BARD |
| 281 BRISTOL-MYERS SQUIBB ENVIRONMENTAL | 293 DEPUY ASR HIP IMPLANT LITIGATION |
| 282 FOSAMAX | 295 ALLODERM REGENERATIVE TISSUE MATRIX |
| 285 STRYKER TRIDENT HIP IMPLANTS | 296 STRYKER REJUVENATE/ABG II MODULAR HIP STEM COMPONENTS |
| 286 LEVAQUIN | 297 MIRENA CONTRACEPTIVE DEVICE |
| 287 YAZ/YASMIN/OCELLA | 601 ASBESTOS |
| 288 PRUDENTIAL TORT LITIGATION | 623 PROPECIA |

If you believe this case requires a track other than that provided above, please indicate the reason on Side 1, in the space under "Case Characteristics."

Please check off each applicable category Putative Class Action Title 59

**DiFrancesco, Bateman, Kunzman,
Davis, Lehrer & Flaum, P.C.**
15 Mountain Boulevard
Warren, N J 07059
(908) 757-7800
Attorney ID# 020011980
Attorneys for Plaintiff

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CIVIL OFFICE
MIDDLESEX VICINAGE

<p>TREK AUTO SALES, LLC, Plaintiff, v. U-SAVE AUTO RENTAL OF AMERICA, INC., Defendant.</p>	<p>SUPERIOR COURT OF NEW JERSEY LAW DIVISION MIDDLESEX COUNTY DOCKET NO. MID-L- MID-L- 06446 - 15 CIVIL ACTION CERTIFICATION OF FAXED SIGNATURE</p>
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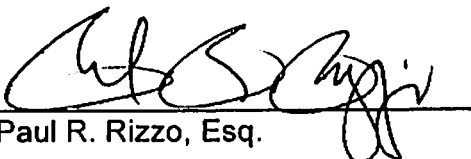
I, Paul R. Rizzo, Esq., hereby certify and say:

1. On October 28, 2015, I caused a proposed form of Verification to be forwarded to the principal for Plaintiff for his review, approval and signature.

2. On the same date, having approved the contents of the Verification, signed the Verification. Subsequently, he returned a facsimile copy of the original signed Verification to this office. The original facsimile signature page is attached to the original Verification submitted herewith.

3. Pursuant to R. 1:4-4(c), the original signature page will be filed at the request of the Court or a party to this action.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.


Paul R. Rizzo, Esq.

Dated: October 28, 2015