Exhibit A

LIST OF ADMINISTRATORS

TWO MEN AND A TRUCK®

"Movers Who Care®"

EXHIBIT A

LIST OF STATE ADMINISTRATORS

CALIFORNIA
Department of Corporations
320 West 4th St, Suite 750
Los Angeles, California 90013-2344
(213) 576-7500

HAWAII
Dept of Commerce & Consumer Affairs
Business Registration Division
Commissioner of Securities
P O Box 40
Honolulu, Hawaii 96810
(808) 586-2744

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

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

MARYLAND
Maryland Division of Securities
200 St Paul Place
Baltimore, Maryland 21202-2020
(410) 576-7042

MICHIGAN
Michigan Attorney General's Office
Consumer Protection Division
Attn Franchise Section
525 W Ottawa St
Williams Building, 6th Floor
Lansing, Michigan 48933
(517) 373-7117

MINNESOTA
Minnesota Department of Commerce
85 7th Place East, Suite 500
St Paul, Minnesota 55101-2198
(612) 296-6328

NEW YORK
New York Office of Attorney General
Bureau of Investor Protection and Securities
120 Broadway, 23rd Floor
New York, New York 10271
(212) 416-8211

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

OREGON
Department of Consumer and Business Services
Division of Finance and Corporate Securities
Labor and Industries Building
Salem, Oregon 97310
(503) 378-4140

RHODE ISLAND
Division of Securities
1511 Pontiac Ave
John O Pastore Complex-69-1
Cranston,, Rhode Island 02900-4407
(401) 462-9527

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

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

WASHINGTON
Department of Financial Institutions
Securities Division
P O Box 9033
Olympia, Washington 98507-9033
(360) 902-8760

WISCONSIN
Franchise Administrator
Division of Securities
Dept of Financial Institutions
P O Box 1768
Madison, Wisconsin 53701
(608) 266-3432

Exhibit B

LIST OF AGENTS FOR SERVICE OF PROCESS

TWO MEN AND A TRUCK®

"Movers Who Care®"

EXHIBIT B

LIST OF REGISTERED AGENTS FOR SERVICE OF PROCESS

CALIFORNIA

Department of Corporations
Toll Free Number 1-866-275-2677

Los Angeles

Department of Corporations
320 West 4th St , Suite 750
Los Angeles, California 90013-2344
(213) 576-7500

Sacramento

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

San Diego

1350 Front Street, Rm 2034
San Diego, California 92101-3697
(619) 525-4233

San Francisco

71 Stevenson St , Suite 2100
San Francisco, California 94105-2180
(415) 972-8559

HAWAII
The Director of Commerce
and Consumer Affairs
Business Registration Division
1010 Richards St
Honolulu, Hawaii 96813
(808) 586-2722

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

INDIANA
Indiana Secretary of State
201 State House
200 West Washington Street
Indianapolis, Indiana 46204
(317) 232-6531

MARYLAND
Maryland Securities Commissioner
at the Office of Attorney General
Securities Division
200 St Paul Place
Baltimore, Maryland 21202
(410) 576-7042

MICHIGAN
Michigan Department of Commerce
Corporations and Securities Bureau
P O Box 30054
6546 Mercantile Way
Lansing, Michigan 48909

MINNESOTA
Minnesota Department of Commerce
133 East Seventh Street
St Paul, Minnesota 55101
(612) 296-6328

NEW YORK
Secretary of the State of New York
41 State Street
Albany, New York 11231
(518) 474-4750

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

OREGON
Department of Consumer and Business
Services
Division of Finance and Corporate
Securities
Labor and Industries Building
Salem, Oregon 97310
(503) 378-4140

RHODE ISLAND
Division of Securities
233 Richmond Street, Suite 232
Providence, Rhode Island 02903
(401) 222-3048

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

VIRGINIA
Clerk of State Corporation Commission
1300 E Main Street, 1st Floor
Richmond, Virginia 23219
(804) 371-9051

WASHINGTON
Director of Department of Financial
Institutions
Securities Division
General Admin Bldg , Room 300
210-11th Street S W
Olympia, Washington 98504

WISCONSIN
Wisconsin Department of Financial
Institutions
Division of Securities
P O Box 1768
Madison, Wisconsin 53701
(608) 266-8559

Exhibit C

FRANCHISE AGREEMENT

TWO MEN AND A TRUCK®

"Movers Who Care®"

TWO MEN AND A TRUCK®

"Movers Who Care®"

FRANCHISE AGREEMENT

TABLE OF CONTENTS

TWO MEN AND A TRUCK®/INTERNATIONAL, Inc
FRANCHISE AGREEMENT

THIS AGREEMENT, hereinafter referred to as this "Agreement" is entered into between **TWO MEN AND A TRUCK®/INTERNATIONAL, Inc**, located at 3400 Belle Chase Way, Lansing, Michigan 48911-4251, hereinafter referred to as "Home Office," and the person signing this Agreement as Franchisee, who is hereinafter referred to as "Franchisee"

INTRODUCTION

Home Office has developed and franchises a system for the development and operation of a business offering moving services and related products and services to the public The distinguishing characteristics of the system include tradenames, trademarks, training, operational procedures, promotional techniques and materials, signs, layouts, methods of operation, and manuals covering business practices and policies The system may be updated and revised by Home Office from time to time The system that Home Office specifies and authorizes Franchisee to use from time to time will be referred to in this Agreement as the "System" A business operated under the System, whether operated by Home Office, an affiliate of Home Office or a person authorized by Home Office, will be referred to in this Agreement as a 'Unit" The Unit that Franchisee is authorized to operate under this Agreement will be referred to in this Agreement as the "Franchise Business' In this Agreement, sometimes all Units and Home Office will together be referred to as the "franchise system'

Home Office uses and has rights to certain logos, names, trademarks, and service marks, including the trademark "**TWO MEN AND A TRUCK®**," which are used to identify the System and Units Home Office may, in the future, license or develop and register additional or different logos, names, trademarks and service marks that it may make available for use by Franchisee The logos, names, trademarks, and service marks that Home Office may authorize Franchisee to use from time to time are referred to in this Agreement as the "Marks"

Franchisee recognizes the advantages of operating under the System and Marks and desires to obtain the right to operate a business using the System and Marks

Based upon their mutual promises and adequate consideration as acknowledged by each of them, the parties hereto agree as follows

ARTICLE I--BENEFITS FRANCHISEE ACQUIRES

1 Marketing Area

(a) Right to Operate One Unit Within Marketing Area Rights of Others to Offer and/or Perform Services Within the Marketing Area Home Office grants to Franchisee the right to establish and operate one Unit within the Marketing Area specifically described in Section A of Exhibit 1 ("Marketing Area") Home Office will not locate or grant to any other person or entity the right to locate any Unit using the System or a similar system as that licensed by this Agreement within the Marketing Area Nothing in this Agreement will prevent Home Office from establishing or operating or granting any other person the right to establish or operate businesses using the same or a similar system anywhere outside of the Marketing Area, or marketing services or products that are not a part of the franchise offered by this Agreement under the Marks within the Marketing Area In addition, even though Franchisee is licensed to operate within the Marketing Area, such license does not prevent another **TWO MEN AND A TRUCK®** franchisee, or any other person other than Home Office, from originating a move within the Marketing Area, or moving a customer located outside the Marketing Area into the Marketing Area, or originating a move and completing a move within the Marketing Area In addition, this license does not prevent Home Office from using or continuing to develop its website or otherwise using the Internet to market to prospective customers the services offered by **TWO MEN AND A TRUCK®** franchisees, even though prospective customers within the Marketing Area could see the website or other Internet marketing and decide to use a **TWO MEN AND A TRUCK®** franchisee other than Franchisee licensed under this Agreement

(b) Selection of Site for Franchise Business Unless otherwise agreed by Home Office, Franchisee must conduct the Franchise Business from a single location within the Marketing Area that has been approved in advance by Home Office ("Franchise Location") Once the Franchise Location has been approved, Franchisee must obtain advance approval from Home Office before moving the Franchise Business to a different location Among the factors Home Office considers before approving franchise locations are population density, general location within the Marketing Area, neighborhood, traffic patterns, parking, size, physical characteristics of the lot and building, neighboring buildings, lease terms, zoning restrictions, the population data for the Marketing Area (determined by using a valid source specified by Home Office), and the location of other Units in marketing areas adjacent to Franchisee's Marketing Area The essence of Home Office's core values, care, and integrity, requires that each franchisee in the franchise system respect all other franchisees When Franchisee selects a location for its Franchise Business, Franchisee must consider each of the factors described in this paragraph, while honoring Home Office's core values

(c) Adding Franchise Locations If Home Office determines, in its sole discretion, that sound business reasons exist to authorize or require Franchisee to operate additional Franchise Locations within the Marketing Area, Home Office may approve or require one or more additional Franchise Locations If Home Office requires Franchisee to operate additional Franchise Locations within the Marketing Area, Franchisee must develop and begin to operate at the Additional Franchise Location or Locations within a reasonable time, which will be specified in a written notice from Home Office

(d) Performance Requirements Necessary to Maintain Exclusivity in Marketing Area Franchisee's exclusive rights in the Marketing Area under subsection (a) may be terminated if Franchisee fails to meet the Minimum Performance Requirements described in Section 21 of Article II See Article II, Section 21(c)

(e) Right of Online Marketing Companies to Offer Products and/or Services Home Office reserves the right to contract and/or require Franchisee to contract with one or more online marketing companies to offer products and/or services offered by the franchise system if such contracts are reasonably likely to generate revenue for Franchisee at no cost or reasonable cost to Franchisee

(f) Right to Change Marketing Area on Renewal or Transfer of Franchise If Franchisee's franchise is renewed under Article V, Section 1 or Franchisee transfers its franchise under Article VII of this Agreement, Home Office may change the Marketing Area granted in the new franchise agreement signed in connection with the renewal or transfer in order to comply with Home Office's then current manner of designating Marketing Areas, to make minor changes in the Marketing Area to correct overlap or other issues, and for other valid business reasons In addition, if the Marketing Area has or attains a population of Seven Hundred Fifty Thousand (750,000) or more residents (as measured using a valid source specified by Home Office), Home Office reserves the right at the time of renewal or transfer of the franchise to divide the Marketing Area into two or more marketing areas in a manner Home Office determines is reasonable in its sole discretion In that case and provided that Franchisee is in compliance with this Agreement, Franchisee (or the transferee, as applicable) may (i) without payment of any additional initial franchise fee, operate each of the newly created marketing areas under separate franchise agreements, or (ii) transfer one or more of the newly created marketing areas in accordance with Section 2 of Article VII, including but not limited to the obligation to pay Home Office a transfer fee for each marketing area transferred As an alternative to dividing the Marketing Area under these circumstances, Home Office may require Franchisee to open and operate at an additional Franchise Location in the Marketing Area

(g) Variations for Franchisees with Multiple Units Home Office may, in its sole discretion, agree to variations in certain requirements of the Franchise Agreement for franchisees that own and operate (or that together with affiliates of the franchisee own and operate) multiple Units These variations will be agreed to on a case-by-case basis and may include, without limitation, variations relating to heightened standards, training and reporting requirements, the requirement of a franchise location in each marketing area, use of a centralized call center, modification of Minimum Performance Requirements, staffing standards, and minimum numbers of trucks

(h) Storage Facilities Notwithstanding anything to the contrary in this Agreement, Home Office may operate or authorize another person to operate a storage facility in or near the Marketing Area if Franchisee decides not to invest in the storage necessary to support a National Account, National Program, or initiative that Home Office determines, in its business judgment, will increase business for Units in that area

2 License to Use System

Home Office grants to Franchisee a license to use the System for establishing and operating a business that provides moving services and related products and services The System includes specific operational methods, techniques, procedures, formats and forms for establishing and operating such a business, which constitute confidential and proprietary information owned by Home Office This license is only for Franchisee's use of the System Except as this Agreement allows, Franchisee has no authority to license, train, or otherwise assist or authorize others to use the System in any way

3 License to Use Marks

Home Office grants to Franchisee a license to use the service mark **TWO MEN AND A TRUCK®**, and all other Marks Home Office specifies for use in the Franchise Business Home Office expressly licenses Franchisee to use the following federally registered Marks only in conjunction with and in accordance with the System, and this license exists only for the duration of this Agreement

Service Mark	Federal Registration Number
ACROSS TOWN OR ACROSS THE COUNTRY®	5,159,222
TWO MEN AND A TRUCK®	2,020,083
TWO MEN AND A TRUCK®	3,006,814
TWO MEN AND A TRUCK®	4,340,844
TWO MEN AND A TRUCK® and design	1,953,964
TWO MEN AND A TRUCK® and design	3,006,815
TWO MEN AND A TRUCK and Logo (stick men in truck) ®	4,340,843
The Company that's on the Move®	1,953,011
Movers Who Care®	1,915,497
Logo (stick men in truck)	2,217,107
STICK MEN UNIVERSITY®	2,323,802
THE GRANDMA RULE®	2,946,487
Movers for Moms®	3,858,506
Moving People Forward®	4,357,012
We Move People Forward®	4,499,329
VALUE FLEX®	5,159,221

The Marks are further defined in Section 1 of Article III Franchisee's license to use the Marks is defined by and limited to the terms of this Agreement

4 Limits on License

(a) Limits on Use of Marks Franchisee agrees to use the Marks as its sole identification for the Franchise Business, except that Franchisee agrees to identify itself as an independent owner in the manner Home Office approves Except as otherwise explicitly authorized by this license or as Home Office's President or Chief Executive Officer may otherwise authorize in writing Franchisee may not use any Mark (i) as part of any corporate or legal business name, (ii) with any prefix, suffix, or other modifying words, terms, designs or symbols, (iii) in selling any unauthorized services or products, (iv) as a part of or in connection with any Internet domain names, email addresses, websites, social media (such as Facebook, LinkedIn, Twitter, YouTube), blogs, vlogs (social videos), online social networks, wikis, forums, content sharing communities, or other Internet tools, or (e) in any other manner that Home Office has not expressly authorized in writing Franchisee may not use any Mark in advertising the transfer, sale, or other disposition of the Franchise Business or an ownership interest in the Franchisee without Home Office's prior written consent, which Home Office will not unreasonably withhold Franchisee agrees to display the Marks prominently as Home Office prescribes at its Franchise Location and on trucks, vans, forms, advertising, supplies, and other materials Home Office designates Franchisee agrees to give the notices of trade and service mark registrations that Home Office specifies and to obtain any fictitious or assumed name registrations required under applicable law

(b) Services Offered Must Comply With Law and Agreement Franchisee will offer moving and related products and services only as permitted by applicable law and only as authorized by this Agreement Franchisee must market the Franchise Business within the Marketing Area and at all times in accordance with the requirements of Section 12 of Article II and in line with policies established by Home Office

(c) Limitations Within Certain Geographical Areas of the United States With respect to certain locations in the United States, there are restrictions and/or conditions that may affect Franchisee's right to operate or provide services in its Franchise Business

(i) Under an agreement dated August 18, 2000, Home Office acquired the right to the names and service marks TWO MEN AND A TRUCK, TWO MEN AND A TRUCK, INC and the corporate name Two Men and a Truck, Inc for the State of Georgia, together with the goodwill of the business symbolized by such names and marks Among other things, the agreement provides the seller or his assigns certain reversionary rights in the acquired names and service marks if Home Office or its assigns file or are involuntarily and properly placed in liquidation bankruptcy, or cease licensing the operation of, or operating a **TWO MEN AND A TRUCK®** franchise or company-owned business within the State of Georgia for a period of one year or more This reversion, if enforced, would have the effect of assigning, conveying, and transferring to seller all of Home Office's right, title, and interest in the State of Georgia to the names and service marks, together with the goodwill of the business symbolized by the names and service marks

(d) Parking **TWO MEN AND A TRUCK®** Trucks in the Marketing Area Home Office reserves the right to permit another **TWO MEN AND A TRUCK®** franchisee to park its trucks in the Marketing Area on a regular basis if an appropriate location for parking trucks within the other franchisee's marketing area cannot, in Home Office's sole discretion, reasonably be obtained If Home Office permits another franchisee to park its trucks in the Marketing Area, Home Office will not permit the other franchisee to advertise on its trucks any telephone number (other than an "800' telephone number common to each of the franchisees), business location, or other information that would distinguish its franchise from Franchisee s, unless otherwise required by law

5 Initial and Ongoing Training

Home Office will provide a minimum of eight (8) days of initial training for Franchisee Franchisee or an approved representative of Franchisee is required to attend and successfully complete the initial training course provided by Home Office Franchisee or an approved representative of Franchisee must also attend any additional training, sales programs or meetings specified by Home Office at such locations and at such times as Home Office may specify

If Franchisee signs an agreement for a second or subsequent Unit, an owner of Franchisee or a manager representative approved by Home Office must attend and successfully complete Home Office's Multi-Unit training program within 12 months of signing the agreement If an owner of Franchisee or a manager representative approved by Home Office, as applicable, is unable to attend one of Home Office's available Multi-Unit training programs within the 12-month period for a valid business reason approved by Home Office, then Home Office may, in its discretion, require that individual to attend a different training program, at Franchisee's expense, in lieu of the Multi-Unit training program In addition, if Franchisee signs an agreement for a second or subsequent Unit, the individual who will be actively managing the new franchise must attend and successfully complete Home Office's Gearing Up training program before the new franchise opens for business, unless that individual has attended and successfully completed the Gearing Up training program within 12 months of the opening of the new franchise

Franchisee acknowledges and agrees that the initial and ongoing training that Franchisee may be required to attend may not be uniformly imposed on all franchisees Differences in required initial and ongoing training may be based on the Franchisee's experience, the demographics of the Marketing Area, the density of the population, whether the area is a metro area and other reasonable factors

Franchisee is responsible for all expenses incurred for attending and having its employees attend the initial training program or any additional training programs, including travel and living expenses, wages, etc Home Office may charge Franchisee a reasonable per diem fee for additional training plus travel and living expenses of staff members or third-party vendors providing the training Subject to Home Office's express approval, Franchisee may be permitted to bring additional attendees to training at Franchisee's expense

6 Training and Performance Improvement Requirements

If the Franchise Business is performing unsatisfactorily (as determined by Home Office in its sole discretion) in any of the areas listed below, or in another area that Home Office determines to be material, Home Office may require Franchisee, at Franchisee's expense, to (a) attend training sessions specified by Home Office, (b) visit other franchise locations for a Performance Improvement Visit, (c) make Performance Improvement Visits to Home Office, (d) receive Performance Improvement Visits from a Home Office staff member, (e) participate in ongoing performance improvement programs, or (f) receive Performance Improvement Visits from a third-party auditor or consultant The following are examples of matters that are of material concern to Home Office

- Failing to meet the Minimum Performance Requirements,
- Suffering a below franchise system average growth rate,
- Failing to comply with paperwork procedures,
- Failing to adhere to OSHA Safety and FMCSA Regulatory compliance requirements and other legal requirements relating to the Franchise Business,
- Failing to properly control risk or meet loss, safety, and other risk benchmarks specified by Home Office,
- Failing to meet operations, signage, or truck requirements,
- Failing to meet systems benchmarks,
- Failing to maintain financials according to generally accepted accounting principles (GAAP),
- Substandard mystery shop performance,
- Customer satisfaction and referral rates that are below the franchise system averages, or other customer service issues,
- Financial health concerns,
- Behavior damaging to the **TWO MEN AND A TRUCK®** brand,
- Failing to adhere to the **TWO MEN AND A TRUCK®** core values,
- Failing to maintain accurate and timely operating system data,
- Failing to comply with policies and procedures or to meet benchmarks specified by Home Office relating to National Accounts or National Programs,
- Failing to follow the marketing best practices as outlined in the playbook developed by Home Office,
- Failing to timely report financial information as required in the Manuals,
- Failing to follow sales standard operating procedures as outlined by Home Office,
- Failing to follow the training procedures as outlined by Home Office,
- Failing to follow customer service procedures as outlined by Home Office, and
- Performance in multiple areas that is below expectations, none of which on its own is unsatisfactory, but the combination of which results in a determination by Home Office that the Franchise Business is performing unsatisfactorily

If Home Office requires Franchisee to attend a Home Office approved training session, Franchisee must pay all travel and living expenses, as well as a fee to cover the cost of the training session Franchisee must attend the training session within three months of receiving notice that Home Office requires Franchisee to attend the training session If Home Office requires Franchisee to undertake one of the Performance Improvement Visit options, Franchisee will be responsible for all costs and expenses associated with the visit Franchisee must complete the Performance Improvement Visit requirement in the time period determined by Home Office If the Performance Improvement Visit results in an action plan to improve performance in one or more areas, Franchisee must diligently implement the action plan by the dates specified in the plan

7 On-Going Support, Annual Meeting

At Franchisee's request, Home Office will provide the services of appropriate Home Office staff to assist and counsel Franchisee during the operation of the Franchise Business A representative of Franchisee must attend the Annual Meeting every year An owner of Franchisee must attend the Annual Meeting at least once every two years unless Home Office approves attendance at an alternative training program or other event Franchisee must send representatives (the number to be specified by Home Office) to the Front Line Annual Meeting (an annual meeting for customer facing personnel) at least once every two years unless Home Office specifies other optional training or events Franchisee is responsible for all expenses incurred for attending and having its employees attend the annual meetings and all other approved meetings, including registration fees, when applicable

8 Assistance

Home Office will provide reasonable assistance and advice to Franchisee as Home Office determines in its sole discretion for the commencement and operation of the Franchise Business Home Office may charge Franchisee a reasonable per diem fee for the assistance plus travel and living expenses of staff members or third-party vendors providing the assistance

9 Additional Franchises

Unless Franchisee enters into an Area Development Agreement with Home Office, Franchisee and its affiliates will not have any option, right of first refusal, or any other right to acquire additional franchises from Home Office Home Office may, in its sole discretion, allow Franchisee or its affiliate to acquire an additional franchise if Franchisee and its affiliates meet Home Office's qualifications in place at that time for acquiring a franchise and ownership of multiple franchises If Franchisee or its affiliate requests an additional franchise, Home Office may require Franchisee and its affiliates to provide a business plan that describes in substantial detail how Franchisee will maintain the operation of its existing franchise or franchises, while Franchisee or its affiliate will simultaneously operate an additional franchise In determining whether to grant an additional franchise to Franchisee or its affiliate, Home Office will consider all aspects of the operation of the existing franchise or franchises, including those items described as good cause for non-renewal in Article V, Section 1

ARTICLE II--FRANCHISEE'S AGREEMENTS

1 Compliance with Applicable Law

Franchisee must obtain and keep in force every registration, charter, permits, certificates, and licenses required for operation of the Franchise Business Franchisee must comply with all federal, state, county, municipal or other statutes, laws, ordinances, regulations, rules or orders applicable to the Franchise Business, including but not limited to state and federal labor and employment laws, such as the Fair Labor Standards Act (FLSA), Family and Medical Leave Act (FMLA), Occupational Safety and Health Act (OSHA), Employee Retirement Income Security Act (ERISA), Title VII, the Age Discrimination in Employment Act, and the Affordable Care Act Franchisee must promptly pay all payroll and business taxes, fees and expenses, and any and all other amounts required by law Home Office may, but has no obligation to, advise Franchisee on legislative or other legal developments that may affect the Franchise Business Any information Home Office provides to Franchisee does not relieve Franchisee of its responsibility to consult with its own legal advisor regarding laws applicable to the Franchise Business Franchisee acknowledges that it is solely responsible for complying with all laws applicable to the Franchise Business

2 Books and Records, Performing Audits, Inspections and Other Investigations and Obtaining Credit Reports

(a) Obligation to Keep Complete and Accurate Records Franchisee agrees to keep complete and accurate books of accounts, business records, records of Gross Sales, and records of its operations and business in accordance with Home Office's specifications and in accordance with generally accepted accounting principles Franchisee must keep all of its business records for the greater of (a) seven (7) years, or (b) the time period specified by any applicable federal, state, or local law or regulation

(b) Performing Audits, Inspections and Other Investigations Franchisee agrees that Home Office or its representatives or third-party agents may perform audits, inspections, and other investigations of all aspects of Franchisee's business, including Franchisee's operations, internal controls and processes, training records and logs, business locations, vehicles, employees, books, records, tax returns, DOT driver log records, CSA pin or login numbers, call recordings, loss ratios, compliance safety and accountability records and assessments, motor vehicle records, other safety records, and any other records These audits, inspections and other investigations may take place from time to time during normal business hours and may include examining and making copies of Franchisee s records, requesting Franchisee to provide data electronically, and accessing data directly from the Automation Systems (defined in Article II, Section 10) Home Office s requests for information may be made on a random basis or on a regular basis, in Home Office's sole discretion, and Franchisee agrees to cooperate with all requests in a timely manner If Franchisee and its affiliates have franchises for more than one marketing area, Home Office may audit Franchisee's and its affiliates' business records for any of the marketing areas to determine if moves have been shifted from one franchise to another to meet performance requirements, win awards, or to otherwise gain improper advantage, and for any other business reason that Home Office deems appropriate

(c) Audit, Inspection or Investigation Deficiencies, Obligation to Pay for Expenses Home Office reserves the right to require Franchisee to pay Home Office or its representatives or third-party agents for the reasonable expenses of the audit, inspection, and investigation Franchisee's obligation to pay the expenses will not affect any other right Home Office has arising out of any underreporting, or other violations of the terms of this Agreement If any audit, inspection, or investigation reveals an item of non-compliance with this Agreement, Home Office's policies, or applicable law, or reveals that Franchisee has failed to meet a benchmark specified by Home Office, Franchisee must take prompt action to resolve the items of noncompliance in the manner specified by Home Office This may include, without limitation, requiring Franchisee to submit a written action plan for resolving the items of noncompliance If actions are not taken in the manner specified by Home Office or noncompliance continues, Home Office may perform a follow-up audit, inspection and/or investigation at Franchisee's expense or take other steps specified in Home Office's policies, which may include imposing liquidated damages and/or requiring Franchisee to engage a consultant, at Franchisee's cost

(d) Right to Obtain Franchisee's Credit Report/Background Checks Franchisee consents to permitting Home Office to obtain Franchisee's credit report and/or to perform background checks at any time to confirm that Franchisee is paying third-party creditors and otherwise meeting the standards of Home Office, and Franchisee agrees to cooperate and to sign any authorizations necessary to enable Home Office to acquire Franchisee's credit report and/or to perform background checks

3 Development, Opening, and Operation of the Franchise Business, Business Plan

Franchisee must fully develop the Franchise Business in accordance with Home Office's policies and specifications Franchisee must construct and/or improve the Franchise Location in compliance with Home Office's specifications, including but not limited to specifications for exterior design, materials, interior layout, equipment, fixtures, furniture, signs and decorating Franchisee must have prepared and submit to Home Office for approval a site and building plans Franchisor must approve all drawings, plans and specifications relating to the design, construction and/or improvement of the Franchise Location before construction and/or remodeling of the approved location begins Franchisee must purchase or lease, prior to opening the Franchise Business, and maintain and/or acquire at all times thereafter, all equipment, phones, computer hardware and software, fixtures, signs, inventory, supplies, and other goods or services Home Office specifies for use in the Franchise Business, including at least two or three moving trucks that display Home Office's **TWO MEN AND A TRUCK®** Mark and other Marks Franchisee must also perform the other pre–opening obligations specified in the **TWO MEN AND A TRUCK®** Manuals (defined in Article II, Section 8) Home Office will have the right to inspect and approve the Franchise Location before Franchisee opens the Franchise Business to make sure Home Office's specifications have been followed If Home Office determines that its specifications have not been followed, Franchisee must resolve any issues to the satisfaction of Home Office before opening the Franchise Business Franchisee must not open the Franchise Business until Franchisor has inspected and approved the development of the Franchise Location Franchisee may be required to agree to obtain additional moving trucks within a specified time period after opening This obligation will be agreed to by the parties at the time of the signing of this Agreement Franchisee acknowledges and agrees that the equipment that Franchisee may be required to obtain may not be uniformly imposed on all franchisees Differences in required equipment may be based on the Franchisee's experience, the demographics of the Marketing Area, the density of the population, whether the area is a metro area, and other reasonable factors

Franchisee must prepare a business plan for the Franchise Business This business plan must be submitted to and approved by Home Office before beginning operation of the Franchise Business The business plan must contain the information specified and in the format as required by Home Office, which may include, without limitation, an initial sales and marketing plan (see Article II, Section 12(a)), staffing plan, organizational chart, and budget for the Franchise Business

Franchisee must complete its pre-opening obligations and commence operation of the Franchise Business no later than four months from the date of this Agreement After opening, Franchisee must continually operate the Franchise Business and must use its best efforts to market the Franchise Business, expand the customer base and income of the franchise, and maximize customer satisfaction Franchisee must always maintain sufficient inventory, equipment, and supplies to operate the Franchise Business at optimal capacity and efficiency

4 Products and Services, Credit Card Payment

(a) Products and Services Offered by the Franchise Business Franchisee must only offer and sell local moving services, long distance moving services, and other related products and services as Home Office previously approves in writing in the Manuals or otherwise Franchisee must sell all products and provide all services that Home Office specifies for sale for the Franchise Business Franchisee must sell all products and provide all services in the manner specified by Home Office and in accordance with the policies and procedures specified by Home Office Franchisee must not sell any products, provide any services or engage in any business at the Franchise Business or Franchise Location other than those specified or approved by Home Office without written authorization from Home Office The products and services that Home Office may approve or specify from time to time for the Franchise Business are referred to in this Agreement as the "Approved Services " The Approved Services may be designated as "Required Services" or as "Optional Services " Franchisee must offer and sell the Required Services Franchisee may, but is not required to, offer and sell any Optional Services Franchisee must receive Home Office's written approval before offering or selling any Optional Services The provisions of this Agreement will apply to all Approved Services, whether Required Services or Optional Services

Home Office may add or delete Approved Services to be provided by the Franchise Business If any Approved Services are added, Franchisee must be qualified to provide the new Approved Service before Home Office will authorize Franchisee to offer that Approved Service If an Approved Service is deleted, Franchisee must cease offering that Approved Service immediately on written notice from Home Office Home Office may change the designation of an Approved Service from Optional to Required or from Required to Optional Home Office has the right in its sole discretion to vary specifications for Approved Services to be offered by Units (including varying whether it is a Required or Optional Service) by geographic area, market, or type or size of location, personnel or other business issues experienced by the Unit, or other relevant distinctions between Units and to vary the level or participation by Units in providing an Approved Service based on the need for the Approved Service as part of a Home Office approved or specified program, or other applicable business reasons Also, Home Office has the right in its sole discretion to authorize one or more Units to test market products, services, suppliers, or other items on a non-uniform basis Franchisee will not be entitled to require Home Office to disclose or grant to Franchisee a like or similar variation in Home Office's policies and specifications Additional Approved Services Home Office specifies or approves will be subject to the royalty and advertising fees specified in Article IV of this Agreement

(b) Credit Card Payment, PCI Compliance Franchisee must make available at its Franchise Location credit card services that enable all customers to pay for Approved Services with a valid credit card, so long as the credit card has sufficient credit to cover payment of the Approved Services Franchisee must not charge an additional fee or a different price for Approved Services if the customer pays with a valid credit card Franchisee must comply with the Payment Card Industry ("PCI") Data Security Standard ("DSS") Requirements and Security Assessment Procedures and other applicable PCI requirements ("PCI Requirements") in connection with the Franchise Business It is Franchisee's responsibility to research and understand the PCI Requirements and to ensure that its business policies and practices comply with the PCI Requirements Although Home Office may provide advice and/or specify or provide POS Systems or business software, Home Office does not represent or warrant that those systems or software comply with the PCI Requirements and it will be the sole responsibility of Franchisee to ensure that its business practices comply with the PCI Requirements

5 Source of Supply

Franchisee must purchase all equipment, parts, inventory, supplies, components of the Automation Systems, insurance, insurance agency and broker services, consulting services, and all other goods and services used in the development and operation of the Franchise Business in accordance with Home Office specifications and only from a Designated or Approved Supplier (as defined below)

Home Office may designate certain products and services used in the development and operation of the Franchise Business ("Designated Supplier Products") that must be purchased only from a supplier designated by Home Office (which may be Home Office or an affiliate) (a "Designated Supplier") Franchisee will have no right to request approval of alternative suppliers for Designated Supplier Products

Unless otherwise specified by Home Office, all products and services used in the development and operation of the Franchise Business, other than Designated Supplier Products, must be obtained only from a supplier that has been approved by Home Office (an "Approved Supplier") An Approved Supplier will be any supplier that has met Home Office's standards relating to quality, performance, uniformity, reporting of shipments, and other relevant standards established by Home Office and that has been specified by Home Office in writing as an Approved Supplier Franchisee may request to have a supplier for products or services other than Designated Supplier Products approved by submitting to Home Office the information, samples, or agreements necessary for Home Office's determination pursuant to the procedures specified by Home Office Home Office has the right to charge Franchisee a reasonable fee to cover the cost of testing, if it is necessary to test the supplier's product

If Home Office has not specified a Designated or Approved Supplier for a product or service, Franchisee may obtain that product or service from any supplier, as long as the product or service meets Home Office s specifications If Home Office later specifies a Designated or Approved Supplier for the product or service, Franchisee must thereafter purchase any additional products or services from the Designated or Approved Supplier

Home Office reserves the right for Home Office and/or its affiliates to receive rebates or other fees from Designated and Approved Suppliers based on sales of products or services to Franchisee Franchisee agrees that Home Office and its affiliates will have the right to collect all such rebates or fees and to use those rebates and fees for any purpose in Home Office's discretion

The designation by Home Office of a Designated Supplier or Approved Supplier or other provider of products or services does not create any express or implied promise, guaranty or warranty by Home Office as to the products or services of the Designated Supplier or Approved Supplier or other provider of products or services and Home Office disclaims any such promises, guaranties or warranties Franchisee agrees that Home Office will not have any liability to Franchisee for any claims, damages or losses suffered by Franchisee as a result of or arising from the products or services provided by or the acts or omissions of any Designated Supplier or Approved Supplier or other provider of products or services designated or approved by Franchisor

6 Maintenance, Refurbishing, Alterations

Franchisee must maintain the appearance and cleanliness of the Franchise Location and the vehicles, equipment, fixtures, and signs for the Franchise Business in an attractive and safe condition and in good maintenance and repair and in compliance with the standards specified by Home Office in the Manuals or otherwise If at any time, in Home Office s sole discretion, the general state of repair, appearance, or cleanliness of the Franchise Location or the vehicles, equipment, fixtures, or signs of the Franchise Business does not meet Home Office's standards, Home Office may notify Franchisee in writing, specifying the action to be taken by Franchisee to correct the deficiency Franchisee must initiate the specified action within 30 days after receipt of the notice and diligently proceed to complete the specified action If Franchisee fails to do so, then Home Office will have the right, in addition to its other rights under this Agreement, to enter the Franchise Location and cause the specified action to be taken on behalf of Franchisee and Franchisee must pay the entire cost to Home Office

In addition to regular maintenance obligations, within six months of Home Office's request, Franchisee must refurbish the Franchise Location to maintain or improve the appearance and efficient operation of the Franchise Business, to increase its sales potential, and to comply with Home Office's then current standards and identity

Franchisee must make no material alterations to the construction or appearance of the Franchise Location and must not make any material alterations to the equipment, fixtures or signs of the Franchise Business without prior written approval of Home Office Home Office will not unreasonably withhold such approval provided that the alterations are not inconsistent with the standards and identity of the franchise system and are not prohibited by the Franchisee's lease or by law

7 Insurance, Obligation to Maintain Minimum Amounts and Coverage, Risk Management System

(a) Insurance Coverages Franchisee must at all times during the entire term of this Agreement and at its own expense keep in force, by advance payment or payments, policies of insurance in the amounts and with the coverage (at a minimum), as specified by Home Office

At a minimum, such policies must include the following

(i) Commercial general liability insurance coverage in the amount of $1,000,000, per person/per occurrence for bodily injury and property damage combined with a per location general aggregate of $2,000,000, this insurance must also have products/completed operations coverage with an aggregate limit of $1,000,000, personal and advertising insurance with a limit of $1,000,000, fire damage coverage with a limit for any one fire of $50,000, medical expense coverage with a limit for any one person of $5,000,

(ii) Motor vehicle liability coverage, which must include bodily injury and property damage, on all leased, owned, rented, hired, or borrowed motor vehicles having a combined single limit of at least $1,000,000 resulting from each occurrence, additionally, if renting vehicles, the business auto policy must include hired and non-owned liability coverage in the amount of $1,000,000 and hired car physical damage coverage in an amount of at least $80,000 or equal to the value stipulated in a truck/automobile rental agreement,

(iii) Cargo insurance coverage - in addition to insurance coverage for damage or loss to the cargo while it is being moved, there must be coverage while items are being loaded and unloaded or otherwise in the possession of Franchisee The minimum cargo insurance coverage must be the greater of $60,000 per truck or container or the value stated in the bill of lading, regardless of the size of the truck or container,

(iv) Umbrella policy (covering general liability, auto, and employer's liability) with a limit of $2,000,000,

(v) Business personal property insurance in the amount of at least $10,000 per location,

(vi) Employee dishonesty insurance in the amount of at least $100,000, and third-party dishonesty bond insurance of $25,000,

(vii) Worker's Compensation coverage that at least meets the minimum coverage available in Franchisee's state Worker's Compensation coverage must be provided as a benefit to Franchisee's employees whether or not it is required by law and must include employer's liability insurance in the amount of $500,000,

(viii) Employment practices liability insurance and third party discrimination liability coverage (including sexual harassment, wrongful termination and discrimination coverage) in the amount of at least $500,000 for each incident and including wage and hour defense costs of at least $100,000,

(ix) If Franchisee stores customers' goods for a fee or on premises warehouseman's legal liability coverage (to include the peril of "Flood" if located in a flood plain) for 100% of the value of the goods stored for customers on premises or the aggregate amounts listed on the applicable bills of lading, and

(x) All other insurance coverage required by the law where Franchisee is located or that Home Office otherwise requires

Home Office may adjust the amounts of coverage required under such policies at any time and require different or additional kinds of insurance based upon its business judgment Also, Home Office may create a policy that requires franchisees that exceed a specified revenue threshold to maintain additional insurance policies

Franchisee must not satisfy its insurance obligations under this Agreement through the use of self insurance, retroactive insurance, high deductible insurance, insurance through a captive insurance program, or other non-traditional insurance without the prior written approval of Home Office Home Office may further define what is considered non-traditional insurance coverage in the Manuals

Home Office strongly recommends that Franchisee meet with its insurance agent at least annually to review the coverages required under the Franchise Agreement and also to consider additional optional coverage that protects Franchisee Optional coverage includes (1) Cyber liability, (2) Directors and Officers liability coverage, and (3) Fiduciary liability coverage, including plan purchaser protection

If Franchisee obtains some or all of its insurance coverages through a captive insurance program, Franchisee must participate in the captive insurance program specified or otherwise approved by Home Office Franchisee's ability to participate in the captive insurance program will be subject to the qualifications specified by the captive insurance program provider and Home Office Franchisee's participation in the captive insurance program will also be subject to any requirements specified by Home Office, which may include, but are not limited to, accident reporting deadlines, cooperation in claims reviews, participation in risk control meetings and training programs, and allowing Home Office access to information reported to or provided by the captive insurance provider (such as claims made, premiums paid, and risk analysis and control information) Home Office may also require Franchisee to sign a separate agreement or addendum with Home Office and the payment of fees and/or the reimbursement of expenses to Home Office as a condition of participating in the captive insurance program

(b) Parties Required to Be Covered, Maintenance of Coverage and Notice of Cancellation to Home Office Each required policy must properly name **TWO MEN AND A TRUCK®/INTERNATIONAL, Inc** as an additional insured Each insurance policy must be endorsed to provide **TWO MEN AND A TRUCK®/INTERNATIONAL, Inc** with a minimum of 30 days advance written Notice of Cancellation or Nonrenewal for any statutorily permitted reason other than nonpayment of premium, in which case the notice must be at least 10 days Original or duplicated copies of all required insurance policies, certificates of insurance, or other proof of insurance Home Office accepts must be promptly furnished to Home Office prior to opening the Franchise Business and at least fourteen days after the renewal date of the current policy Franchisee must ensure that the required insurance does not lapse during any renewal period If Franchisee fails to obtain or maintain any of the required insurances, Home Office may obtain that insurance on behalf of Franchisee and Franchisee must pay Home Office on demand the premium cost of that insurance and/or Franchisee may be assessed liquidated damages Franchisee's failure to obtain or maintain any required insurance is a material breach of this Agreement entitling Home Office to terminate this Agreement

(c) Home Office's Right to Reports of Losses and EMOD Home Office may require Franchisee to provide or require Franchisee to authorize the Franchisee's insurance carriers to provide to Home Office monthly, quarterly, and/or annual reports of losses paid by the Franchisee's insurance carriers on behalf of the Franchisee for losses suffered under the Franchisee's insurance policies These policies may include Worker's Compensation, Cargo, Automobile Liability, General Liability, Excess Liability policies and others specified by Home Office In addition, Home Office may require Franchisee to provide or to authorize Franchisee's insurance carrier to provide proof of Franchisee's Worker's Compensation experience modification (EMOD) Franchisee hereby grants Home Office a power-of attorney, authorizing Home Office to obtain whatever loss reports or EMOD reports Home Office determines, in its sole discretion, are necessary to protect the integrity of the Marks and System or for any other reasonable business purpose Franchisee agrees to cooperate with Home Office and Franchisee's insurance carriers to enable Home Office to obtain the Insurance Loss Reports and EMOD reports as promptly and efficiently as possible, which cooperation may include providing written authorization to permit Home Office to obtain the reports, in addition to the power of attorney granted in this paragraph

(d) Risk Management System, Risk Management and Safety Services Franchisee must implement a risk management and safety system designated or approved by Home Office As part of that system, Home Office may require Franchisee to obtain risk management and safety services from Home Office or a Designated Supplier These services will assist Franchisee in developing, implementing, and operating an authorized risk management and safety system, proactive best practices, and a safety-centric workplace culture in alignment with the franchise system

8 Operating Standards/Manuals

(a) Definition of Manuals For purposes of this Agreement, the **TWO MEN AND A TRUCK®** Manuals ("Manuals") include, but are not limited to, the manuals entitled All About Policies, All About Accounting, All about Movers Who Care, All About Forms, All About Trucks and Equipment, All About Risk Management, All About Sales, All About

Marketing, All About Reports, All About People, All About Operations, and all other written, electronic, video, and audio recorded policies, procedures, techniques, memos, bulletins, newsletter, forms, guidelines, and other materials prepared by Home Office in connection with the System or to assist Franchisee in the operation of the Franchise Business

(b) Obligation to be Governed by Highest Ethical Standards and to Comply with All Laws and Regulations Franchisee acknowledges that every component of the System is important to Home Office and to the operation of the Franchise Business Franchisee must at all times operate the Franchise Business in a competent manner and in full compliance with all aspects of the System specified by Home Office In all business dealings with the public and with Home Office, Franchisee will be governed by the highest standards of honesty, integrity, fair dealing, and ethical conduct and act at all times to support and grow the System Franchisee must not engage in any activity or practice that results in or may reasonably be anticipated to result in damage to Home Office's business reputation, or result in or reasonably be anticipated to result in any public criticism of the System or Marks Franchisee will not use or engage any federal, state, or local law, regulation, court or tribunal to retard or prevent another franchisee or prospective franchisee of the System from obtaining a license or authority to operate as a household goods mover or in any other capacity authorized by this Agreement Franchisee acknowledges that such violations will be good cause for immediate termination of this Agreement

(c) Obligation to Comply with All Company Policies and Procedures, Confidentiality of Manuals To preserve and enhance the reputation and the goodwill associated with the System and Marks and to maintain uniform standards of operations throughout the entire franchise system, Franchisee must comply with all lawful policies and procedures Home Office specifies from time to time in connection with the operation of the Franchise Business, even if Franchisee believes the policies and/or procedures as originally issued or subsequently modified, are not in the best interests of the System These policies and procedures are contained in the Manuals Franchisee will be given access to the currently existing Manuals after execution of this Agreement via Home Office's Automation Systems (see Article II, Section 10) and/or in another manner specified by Home Office Franchisee will be given access to applicable modifications or additions to the Manuals as they become available via the Automation Systems and/or in another manner specified by Home Office The Manuals remain Home Office s confidential property, must not be duplicated by Franchisee, and must be returned to Home Office upon termination or expiration of this Agreement, or the transfer of Franchisee's Unit Franchisee must at all times ensure that its copies of the Manuals are kept current and up–to–date If any dispute arises as to the contents of the Manuals, the contents of the master copies of the Manuals maintained by Home Office will control

(d) Changes to System and Manuals, Changes Intended to Financially Benefit Franchise System, But No Assurances Due to the nature of operation of Units and the fact that the standards of operation must and do change, Home Office reserves the right to change the System from time to time, and to change the terms of the Manuals from time to time to reflect those changes These changes, when they occur, will occur with the intent of improving the System Home Office will use its reasonable business judgment when making changes Franchisee understands and acknowledges that although such changes, when they do occur, are intended to financially benefit the franchise system, there are no assurances that a change will financially benefit the franchise system The terms of the Manuals cannot change the terms of the Franchise Agreement, but will be an addition to the terms of this Agreement, and will have the same effect as if set forth in this Agreement Where the Manuals are inconsistent with the Franchise Agreement, the Franchise Agreement will control

9 Personal Supervision and Management of Franchise Business

(a) Obligation to Personally Supervise and Manage Day-to-Day Operations Franchisee, or a representative approved in writing by Home Office if Franchisee is a corporation, limited liability company or other legal entity, must personally supervise the day–to–day operation of the Franchise Business at all times and personally exercise his or her best efforts to market the Approved Services offered by the Franchise Business Home Office reserves the right to approve any manager to whom Franchisee delegates any substantial portion of this responsibility Home Office has the right to require the manager to successfully complete Home Office's training program as a condition to approval of the manager Franchisee or the designated representative or approved manager must have a full-time presence at the Franchise Location, and must book all services from the Franchise Location The Franchise Business must be staffed for at least nine (9) consecutive hours per day on weekdays (Monday through Friday) and at least four (4) consecutive hours on Saturday and must be staffed with sufficient personnel to provide optimum services For moves scheduled for Saturdays or Sundays, there must be a contact telephone number for Franchisee's manager, which contact telephone number must be provided to movers and customers involved in the scheduled moves, permitting them to contact the manager, if necessary If Franchisee and its affiliates own multiple units, Franchisee may not use a centralized booking system for moves or other services to operate the Franchise Business without the written consent of Home Office

Home Office reserves the right to create a policy that requires franchisees that exceed a specified revenue threshold to submit a succession plan for review and approval by Home Office

(b) Only Franchisee Has the Right to Control Employees Home Office does not control, and does not have the right to control, Franchisee's decisions regarding hiring, disciplining, or terminating Franchisee's employees or agents Home Office does not control or have the right to control Franchisees other day-to-day business activities Even so, Home Office may take any legal action necessary to enforce its rights under this Agreement and to protect and preserve the System and Home Office's policies and procedures Because of the nature of the Franchise Business, Home Office's policies may include hiring standards for Franchisee's employees that may require performing background checks and drug testing as allowed by law Also, Home Office may provide Franchisee with employee leads or applicant lead resources and behavioral assessments These policies and services will not constitute Home Office's representation or approval or disapproval of any prospective employees and Home Office will not have any liability to Franchisee or others in connection with those prospective employees Except as described above, Home Office's policies do not include any employee policies and procedures for Franchisee Home Office will not control and will not be responsible for Franchisee's payroll or other employment related matters regardless of any information that Home Office may provide in the Manuals or otherwise In all cases Franchisee will remain solely responsible for employment related decisions and obligations, including decisions regarding hiring and maintaining employees and determinations of whether prospective employees meets hiring and performance standards or are suitable for the employment position Franchisee must prominently post signs at the Franchise Location (including in the area in which all official employment relating notices are posted) and at Franchisee's offices informing employees that their relationship is solely with Franchisee and that they are not an employee of Home Office or any of its affiliates Similar language must be included in all employment contracts, offer letters, and employee handbooks Home Office may specify the language for the required postings and notices Franchisee must not use Home Office's name or the Marks on any employee or employee materials unless there is a clear indication that they are employed by the Franchisee and not by Home Office Franchisee must indemnify and hold harmless Home Office from and against any liability relating to or arising from employment related decisions and obligations, including but not limited to labor and employment law violations by Franchisee and Franchisee's employees

(c) Obligation of Franchisee to Provide Business Plan for Other Businesses Franchisee Desires to Establish If Franchisee, a principal of Franchisee, and/or an affiliate of Franchisee wishes to commence the operation of any additional business other than the business operated under the terms of this Agreement, Franchisee must provide Home Office with a business plan that describes in substantial detail how Franchisee will maintain the operation of the business authorized under this Agreement in accordance with its terms, while Franchisee, its principals, or its affiliates are simultaneously operating the additional business Before commencing the operation of the additional business, Franchisee must obtain Home Office's approval of the business plan, which approval will not be unreasonably withheld Franchisee must also give annual updates to the business plan as specified by Home Office Home Office may review the business plan at any time after approval of the business plan to determine if Franchisee, its principals, and/or its affiliates are complying with the business plan Home Office may require Franchisee to modify the business plan at any time Franchisee's, it principals', and/or its affiliates' failure to comply with the business plan, as determined by Home Office in its sole discretion, will constitute a violation of this Agreement, entitling Home Office to any and all remedies authorized under this Agreement, up to and including termination

10 Automation Systems, Computer Systems, Centralized Email, Prohibition of Certain Telephone Technology

(a) Automation Systems Franchisee must use the Automation Systems specified by Home Office in the operation of the Franchise Business (the "Automation Systems") The Automation Systems may include Home Office's proprietary operating system (currently the web-based Movers Who Care® Operating System), computer systems (including specified hardware and software), accounting applications, credit card systems, payroll systems, scheduling systems, global positioning systems (GPS), applicant tracking systems (ATS), learning management system (LMS), the Extranet, reply card processors, marketing automation system, mobile technology solutions, unified communications system, estimate requests developed by the website, online training programs, telephone systems, call center systems, email, Internet access and other communication methods, secure websites, networks, and other or different components that may be designated by Home Office As a condition to using the Automation Systems, Franchisee must agree to comply with the terms of use specified by Home Office Franchisee must keep accurate Automation Systems user accounts for its employees and must either notify Home Office or make any necessary updates in the Automation Systems of any user account changes or employee status changes within five business days If Franchisee fails to notify Home Office or make the necessary updates within the five business day period, Franchisee may be assessed liquidated damages as specified by Home Office Franchisee must employ other adequate measures to secure the Automation Systems and the information contained in the Automation Systems, as specified by Home Office or any applicable Designated or Approved Supplier

Home Office may modify, update, upgrade, add, or delete components of the Automation Systems in the future Franchisee must comply with those changes promptly after written notice from Home Office

If Home Office has not yet specified a particular system and/or Designated or Approved Supplier of a system as part of the required Automation Systems, Franchisee must obtain approval from Home Office before obtaining the system or transitioning to a new system or Designated or Approved Supplier of the system Current examples of systems in this category are payroll systems, telephone systems, and call center systems If Home Office specifies these or other systems as part of the Automation Systems in the future, Franchisee must use the systems and/or Designated or Approved Suppliers specified by Home Office

THE AUTOMATION SYSTEMS AND ITS CONTENT ARE PROVIDED "AS-IS' HOME OFFICE AND ITS AGENTS AND LICENSORS DISCLAIM ANY AND ALL WARRANTIES RELATING TO THE AUTOMATION SYSTEMS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, REGARDING ANY SUCH CONTENT AND FRANCHISEE'S ABILITY OR INABILITY TO USE THE AUTOMATION SYSTEMS AND THEIR CONTENT HOME OFFICE DOES NOT WARRANT THAT THE USE OF THE AUTOMATION SYSTEMS WILL SATISFY OF ENSURE FRANCHISEE'S COMPLIANCE WITH ANY LEGAL OBLIGATION, LAWS, OR REGULATIONS, INCLUDING INCOME, PAYROLL, SALES TAX, AND OTHER LAWS FRANCHISEE ACKNOWLEDGES THAT IT IS RESPONSIBLE FOR AND IS NOT RELAYING ON HOME OFFICE OR THE AUTOMATION SYSTEMS FOR COMPLIANCE WITH APPLICABLE LAW

USE OF THE AUTOMATION SYSTEMS IS AT FRANCHISEE'S SOLE RISK HOME OFFICE WILL IN NO EVENT BE LIABLE TO FRANCHISEE OR ANY PERSON CLAIMING THROUGH FRANCHISEE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES UNDER ANY THEORY OR LAW FOR ANY ERRORS IN OR THE USE OF OR INABILITY TO USE THE AUTOMATION SYSTEMS AND THEIR CONTENT INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, BUSINESS, DATA, OR DAMAGE TO ANY COMPUTER SYSTEMS

(b) Use of Automation Systems Franchisee acknowledges that the full and proper use of the Automation Systems is an integral part of the System and important for maintaining, monitoring, and ensuring quality and uniformity of services and high levels of customer satisfaction with the Two Men and a Truck franchise system In order to help Home Office achieve these goals, Franchisee agrees to use the Automation Systems in the manner specified by Home Office and in accordance with all policies and procedures specified by Home Office, which may include, but are not limited to, requirements related to full use of the Automation Systems, using Approved or Designated Vendors for components of the Automation Systems, full integration of the Automation Systems in the Franchise Business, and responsibilities for providing accurate and complete data specified by Home Office at the times and in the manner specified by Home Office

(c) Computer Systems Franchisee must acquire and use the computer systems Home Office specifies for the operation of the Franchise Business In addition, Home Office may develop computer systems and specifications for certain components of the computer systems in the future and may modify such specifications and the components of the computer systems As part of the computer systems, Home Office may require Franchisee to obtain, update, and use specified computer hardware and/or software including, without limitation, a license to use proprietary software developed by Home Office or others Modification of the specifications for the components of the computer systems may require Franchisee to incur costs to purchase, lease, and/or license new or modified computer hardware and/or software and to obtain service and support for the computer systems during the term of this Agreement All such computer systems must be compatible with Home Office's computer systems as modified from time to time, must be connected to Home Office's facilities by high speed Internet with minimum performance requirements specified by Home Office, and must be updated, maintained, and used in compliance with Home Office's specifications Home Office may require Franchisee to electronically upload or transmit information on a periodic basis (including daily)

(d) Home Office Access to and Use of Information Home Office will have the right to independently access sales information and other data produced by the Automation Systems and there are no contractual limitations on Home Office's right to access and use that information and data, even if the data is maintained by a third party Franchisee must provide Home Office access to the information on the Automation Systems in the manner specified by Home Office and must supply Home Office with any and all security codes necessary to obtain such access Franchisee agrees that Home Office will not be liable to Franchisee for any claims, losses, or damages arising from or related to Home Office's access to or use of the information and other data produced by the Automation Systems, including but not limited to any errors or omissions in the information and other data obtained by Home Office or in the information and other data shared by Home Office with third parties (including other franchisees or prospective franchisees) Franchisee waives and releases Home Office from any such liability

(e) Centralized Email If specified by Home Office, Franchisee must use a centralized email system maintained by Home Office Franchisee may be charged fees for use of the email system in accordance with policies specified by Home Office

(f) Certain Telephone Technology Prohibited Franchisee is not permitted to use "roll over" or "hunt" telephone line system technology where Franchisee and/or its affiliates operate multiple franchise locations without the written consent of Home Office

(g) Reply Card Processing Franchisee must comply with all operational policies and procedures relating to the reply card processor system specified by Home Office Franchisee must keep complete and accurate reply card processor data as specified by Home Office Franchisee must not intentionally or negligently store inaccurate, false, or misleading data in the system Franchisee must never influence or offer any type of incentive to influence the outcome of the reply card score Franchisee must immediately contact Home Office if Franchisee becomes aware of any inaccurate, false, or misleading data in the reply card processor system and Franchisee must disclose that data to Home Office

(h) Learning Management System The learning management system (LMS) provides an automated means for training employees of the Franchise Business Home Office may require that certain learning programs in the LMS be completed by employees of the Franchise Business for specific job responsibilities that Home Office determines are necessary for brand uniformity

11 Franchisee Councils

Home Office may establish councils, cooperatives, and other organizations for franchisees If one or more of such organizations is established for a geographic area that includes the Franchise Business, Franchisee must join and participate in the organization(s), and must comply with the rules and procedures of the organization(s), provided that such rules and procedures will not modify Franchisee's rights or obligations under this Agreement Any action of such an organization at a meeting attended by a majority of the members, including assessments for promotion and advertising purposes, will be binding upon Franchisee if approved by a majority of members present, with each member having one vote Franchisee will not be required to pay more than two percent (2%) of its annual Gross Sales (or $1,500/month for a "new franchise' as described in Article II, Section 12(b)) toward any assessment for advertising by any such organization unless all members agree to a higher rate This advertising assessment, if it is assessed, is included as a portion of the percentage of Gross Sales Franchisee must expend for advertising within the Marketing Area under Article II, Section 12(b) If Home Office operates any Unit within the geographic area of the council, cooperative, or other organization, such Units of Home Office will be required to pay any assessments for promotion or advertising purposes approved by such an organization for its membership as any other member would be required to pay

12 Sales and Advertising Requirements and Limitations

(a) Sales and Marketing Plan and Budget Franchisee's business plan (see Article II, Section 3) must include an initial sales and marketing plan and corresponding budget for the Franchise Business The initial sales and marketing plan must contain the information specified by Home Office, which may include, without limitation, initial and ongoing marketing, webpage, the type and number of employees, use of the "Truckie" mascot, cooperative advertising arrangements, participation in Home Office programs, media buys, use of Home Office endorsed referral programs, grass roots marketing, and other sales and marketing efforts The initial sales and marketing plan must be approved by Home Office Franchisee must implement the initial sales and marketing plan and a failure to do so is a material default under this Agreement

(b) Local Advertising Expenditures Franchisee Must Make to Promote Its Franchise

(i) If specified by Home Office, Franchisee must execute a public relations launch for the opening of the Franchise Business

(ii) Each calendar year Franchisee must spend an amount equal to or greater than 2% of its Gross Sales of the previous calendar year for advertising and promoting the Franchise Business in the Marketing Area If Franchisee is operating a new franchise (Franchisee did not acquire an existing franchise) and has not been in operation for all 12 months of the previous calendar year, there is an exception to the percentage requirement In that case, Franchisee must average a minimum expenditure during the calendar year of $1,500 per month on local advertising until it has been in business for one full calendar year For example, a new franchise that completed its first move in March must invest $15,000 ($1,500 x 10 months) on local advertising during the first calendar year of business In this example, the new franchise would be required to spend a minimum of $18,000 ($1,500 x 12 months) during the second calendar year, because at the beginning of the second calendar, the new franchise would still not have been in operation for 12 months during the previous calendar year Beginning with the third calendar year, the new franchise in this example would be required to spend a minimum of the applicable percentage of the previous calendar year's (i e second calendar year's) Gross Sales on local advertising

(iii) If Franchisee has acquired an existing franchise, Franchisee's minimum local advertising expenditures will be based on the Gross Sales of the acquired franchise for the previous calendar year In that case, Franchisee must spend at minimum, an annualized portion of the 2% of Gross Sales of the prior year on local advertising during the first calendar year Franchisee operates For example, if a franchise generated $1,000,000 in Gross Sales in the year 2010 and it was transferred on July 1, 2011, the new franchisee would be required to spend a minimum of $10,000 ($1,000,000 x 2% x 6/12 months) on local advertising from July through December in the year 2011 In this example, if the transfer occurred on January 1, 2011, the new franchisee would be required to spend a minimum of $20,000 ($1,000,000 x 2% x 12/12 months) during the calendar year 2011

(iv) If Franchisee has negative growth for a calendar year or is in the bottom 15% of average growth for the franchise system for a calendar year, Home Office may increase Franchisee's required minimum local advertising expenditures applicable during the following calendar year to 3% of Gross Sales of the prior year

(v) Franchisee must provide Home Office proof of making required expenditures for local advertising as requested These expenditures are in addition to the advertising fees Franchisee must pay to Home Office under Article IV, Section 3 If Franchisee fails to spend the required amounts for local advertising, Home Office may require Franchisee to pay the difference to Home Office and to take such other actions as may be specified by Home Office in its advertising/marketing policies Home Office may designate in its advertising/marketing policies those advertising expenditures that qualify and that do not qualify toward meeting the required local advertising expenditures

(c) Use of Designated Suppliers Franchisee must use a Designated Supplier (which may be Home Office or an affiliate) for local website hosting, URL licensing, pay per click services, online directory management and other related aspects of Internet search marketing, paid search management, online reputation management, and other advertising or marketing related services specified by Home Office

(d) Advertising Materials Must be Approved by Home Office Any advertising, marketing, or promotional materials Franchisee desires to acquire or use in any manner or media in conjunction with the operation of the Franchise Business must be approved by Home Office in writing prior to use, unless otherwise approved in accordance with this Agreement or the Manuals Proposed advertising or promotional materials must be submitted to Home Office's Marketing Department for approval as specified in Home Office's policies

(e) Use of Websites, Social Media and other Internet Tools Franchisee acknowledges that use of the websites, social media, such as Facebook, LinkedIn, Twitter, YouTube, blogs, vlogs (social videos), online social networks, wikis, forums, content sharing communities etc , and other Internet tools in connection with the operation, advertising, and marketing of the Franchise Business are subject to the trademark, advertising, marketing, and other requirements of this Agreement and the Manuals Franchisee must comply with any policies of Home Office relating to use of websites, social media, social media advertising, and other Internet tools

(f) Advertising Not Authorized by Franchisee or its Agent Advertising for the Franchise Business that appears in publications for distribution outside the Marketing Area that are not purchased by or on behalf of Franchisee or otherwise authorized by Franchisee or its agent are not considered unauthorized advertising for purposes of this Agreement

(g) Information Required in Advertising Except for advertising displayed on Franchisee's moving vehicles, Franchisee must describe its Franchise Location in all advertising by indicating, at a minimum, the city, township, or other municipal unit in which the Franchise Location is located Franchisee must also include the state, if necessary to avoid confusion, to identify the Franchise Location For example, if Franchisee is located near a state border, then the state in which the Franchise Location is located must ordinarily be included in the advertising

(h) Required Advertising on Moving Trucks and Other Business Vehicles Each moving truck and other business vehicle must display the **TWO MEN AND A TRUCK®** Mark and any other of the Marks as Home Office determines in accordance with marketing policy Except as Home Office explicitly permits in writing, Franchisee may not display the Franchise Location, a telephone number, an Internet website address, or other website information on Franchisee's moving trucks or other business vehicles

(i) Cooperative Advertising Home Office may require Franchisee to participate in joint or cooperative advertising with other franchisees in accordance with Home Office's advertising/marketing policies Also, Home Office will have the power to require advertising cooperatives to be formed, changed, dissolved, and merged Home Office may require Franchisee to join, maintain a membership in and abide by the governing instrument or rules of an advertising cooperative if one is formed for an area that includes the Franchise Business The structure of the cooperative as well as the original governing instrument of the cooperative and any changes to that instrument, must be approved by Home Office The cooperative cannot modify the terms of this Agreement, but may require Franchisee to make contributions to the cooperative in addition to any advertising fund contributions the Franchisee is required to make to Home Office These fees will not exceed 2% of Gross Sales (or the amount specified for a "new franchise" as described in Article II, Section 12(b)) unless all of the members of the cooperative agree to a higher rate Amounts spent for cooperative advertising will count toward a Franchisee's required local advertising/marketing expenditures Home Office may, in its sole discretion, agree to assist in accounting or administration of cooperative advertising, but Home Office will have the right to charge a fee for those services Advertising placed through a cooperative advertising group that includes advertising of all cooperative members' businesses may be placed anywhere within any cooperative member's marketing area, provided such arrangement is approved by the cooperative and does not violate the terms of a cooperative member's Franchise Agreement who does not approve the advertising Neither Franchisee, nor any cooperative advertising group that Franchisee may join, has authority to place telephone directory or Internet directory advertising

(j) <u>General Limitations on Advertising and Marketing</u> Franchisee may not authorize advertising or advertise outside the Marketing Area as described in Home Office's policies

(k) <u>Present and Future Advertising Policy May Limit Franchisee's Right to Advertise</u> Franchisee acknowledges that Home Office has developed and will continue to develop advertising/marketing policies regarding the methods and manner of advertising in various media and that Franchisee is obligated to comply with all advertising policies Franchisee understands that existing and/or future advertising policies may limit or eliminate Franchisee's right to use telephone numbers and/or Internet website addresses in advertising placed on Franchisee's moving vehicles and/or elsewhere Franchisee also understands that existing and/or future policies may otherwise limit Franchisee's ability to advertise in a particular manner Such limitations, when established, are established for the benefit of all the franchise system's customers and/or to establish reasonable rules to govern the actions between franchisees

(l) <u>Compliance With Home Office Advertising Policies</u> Franchisee must comply fully with all advertising and marketing policies specified by Home Office Home Offices advertising and marketing policies may include, but are not limited to, requirements for Franchisee to use specified advertising and marketing methods and to participate in marketing programs specified by Franchisor (e g small move Tuesday)

(m) <u>Agreement to Comply With Modifications and Changes to Home Office Policy</u> Home Office, in its sole discretion, reserves the right to modify or change its marketing and advertising policies, and Franchisee is obligated to comply with them (and all other policies), whether or not Franchisee believes such policies will benefit it

(n) No False Advertising Franchisee will make no misrepresentations or material omissions in any of its advertisements

(o) Franchisee Responsible for Content of Advertisements Home Office does not, by virtue of its approval of any proposed advertisement or promotional material, assume any responsibility for the contents of the advertisement Franchisee agrees to indemnify and save harmless Home Office from any claims, demands, liability, costs and expenses that Home Office suffers arising from the use of any such advertisement or promotional material

(p) Liquidated Damages for Displaying Unapproved or Unauthorized Advertising Except in the case of a minor violation that can be immediately cured (as determined in Home Office's sole discretion), Franchisee must pay liquidated damages to the Advertising Fund as assessed for displaying unapproved or unauthorized advertising Imposition of such damages does not bar Home Office from seeking other remedies, including injunctive relief barring Franchisee from its ongoing advertising violations, assignment of Franchisee's telephone numbers to Home Office, or other relief, up to and including termination of the Franchise Agreement

(q) Incentives to Advertise To promote use of certain forms of advertising that Home Office determines will best grow the franchise system, Home Office may offer incentives, including cash incentives, to encourage franchisees to choose alternative methods of advertising Cash incentives will generally be paid from the Advertising Fund Franchisee understands that these cash incentives will benefit franchisees that choose to use the type of advertising that Home Office is promoting, and will not benefit franchisees that choose not to use such form of advertising Franchisee agrees that Home Office may, in its sole discretion, determine the best use of cash incentives drawn from the Advertising Fund to promote advertising activities, and that Franchisee will have no claim against Home Office regarding such activities whether or not Franchisee chooses to participate in the incentive program

(r) Advertising the Availability of Franchises If specified by Home Office, Franchisee's advertising must contain notices of (a) Home Office's website domain name, social media, or other internet tools specified by Home Office, (b) Home Office's toll-free telephone number, and/or (c) a statement regarding the availability of Two Men and a Truck franchises Also, if specified by Home Office, Franchisee must display signs or literature regarding the availability of Two Men and a Truck franchises at the Franchise Location

13 Persons with Ownership or Other Beneficial Interests in Franchisee

The name, entity classification, state of organization, and all persons with a beneficial interest in Franchisee (including holders of debt interests that have rights beyond the simple right to payment under a promissory note) and percentages of ownership of those persons in Franchisee are set forth on the Obligations and Representations of Individual Interested Parties attached as Exhibit 2 If Franchisee is an entity owned by one or more other entities, this form must be completed for all entities directly or indirectly owning an interest in Franchisee Franchisee represents that the information stated in Exhibit 2 is accurate and complete Franchisee agrees that it will immediately notify Home Office (and comply with the provisions of Article 7 of this Agreement, if applicable) if there is any change in the ownership of Franchisee or other information set forth in Exhibit 2, including if Franchisee awards some ownership interest to an employee as an incentive or other compensation In addition, Franchisee must provide to Home Office an update of the information in Exhibit 2 or confirm that is remains unchanged on an annual basis (or as otherwise specified by Home Office in the Manuals) Each of the persons named in Exhibit 2 must guaranty the obligations of Franchisee to Home Office, unless Home Office consents otherwise Failure to comply with these requirements will be a material default under this Agreement and, in addition to other remedies available to Home Office, could result in the imposition of liquidated damages

If Franchisee is a corporation or another entity with some form of certificate of ownership or this Agreement is transferred to an entity under Section 3 of Article VII, in whole or in part, Franchisee's board of directors, members or other governing body must pass a resolution requiring, and the corporation or other entity must otherwise require, the prominent placement of the following notation regarding transfer restrictions on each certificate representing ownership in the entity

> "The transfer of the shares or other ownership represented by this certificate is subject to the terms and conditions of a certain written franchise agreement entered into with **TWO MEN AND A TRUCK®/INTERNATIONAL, Inc** "

Franchisee must provide Home Office with proof of complying with this provision within fifteen (15) days following the date on which any entity obtains rights under this Agreement, in whole or in part

14 Employee Agreements

Franchisee must require its employees and agents to sign confidentiality and/or noncompetition agreements and other documents as Home Office in its sole discretion deems necessary to maintain the confidentiality and proprietary nature of Home Office's materials and documents These agreements must be in a form approved by Home Office, however, Home Office does not represent or suggest that any form approved by Home Office is the appropriate form for use by Franchisee or that the form complies with the applicable laws in Franchisee's jurisdiction Franchisee should have any such forms reviewed by its attorney to ensure the form provides Franchisee with the protections that Franchisee desires and that the form complies with the applicable laws in Franchisee's jurisdiction

15 Information to Home Office, Reports and Records

(a) Providing Business Information to Home Office, Customer Lists Franchisee will supply Home Office with such records, reports, financial information, documents, and other information about Franchisee and the Franchise Business (in addition to that otherwise provided for in this Agreement) as Home Office may require It is hereby agreed and understood that the customer lists of the Franchise Business are and will remain Home Office's property Franchisee acknowledges and agrees that the records and reports that Franchisee may be required to provide to Home Office may not be uniformly imposed on all franchisees Differences in required records and reports may be based on the Franchisee's experience, the demographics of the Marketing Area, the density of the population, whether the area is a metro area, the size of the Marketing Area, sales numbers, Franchisee's involvement in multiple franchises, and other reasonable factors

(b) Daily Data and Reports Franchisee must provide to Home Office daily reports of financial, marketing, and other information requested by Home Office at the end of the day on which the financial, marketing, and other information data is generated These reports must be provided in the manner specified by Home Office (which may include Home Office directly accessing the information on the Automation Systems)

(c) Monthly Reports Franchisee must provide to Home Office monthly reports pertaining to Franchisee's Gross Sales and such other additional information specified by Home Office in monthly report forms or formats specified by Home Office in the Manuals ("Monthly Royalty Reports") Monthly Royalty Reports for each calendar month must be provided on or before the 5th day following the end of that calendar month Franchisee must provide additional monthly reports specified by Home Office in the Manuals (e g routine month-end close financial entries in line with generally accepted accounting principles) on or before the 20th day following the end of that calendar month These reports must be provided in the manner specified by Home Office (which may include Home Office directly accessing the information on the Automation Systems) Home Office can share information in these reports with other franchisees in the ordinary course of Home Office's business as a tool to improve the franchise system's volume of business

(d) Financial Documents Submitted Annually to Home Office Franchisee must submit the following financial documents to Home Office annually a profit and loss statement for the accounting year, a balance sheet as of the end of the accounting year, a copy of the tax returns prepared for the Franchise Business, and any other documents specified by Home Office These financial documents must be submitted in the manner, at the times and in the formats specified by Home Office Franchisee must warrant such financial statements and tax returns to be true and correct If specified by Home Office, Franchisee must have the annual financial documents along with supplemental information reviewed by an independent certified public accountant or other financial analyst, at Franchisee's expense

(e) Operational Information Franchisee agrees to provide to Home Office, as and when requested, operational information relating to the Franchise Business, whether of a financial nature or otherwise, including but not limited to business organizational charts, corporate or company organizational charts, information on all management employees, federal and state operating authorities, and all changes and additions to the operating authorities

(f) Chart of Accounts Central Accounting Office Franchisee must use the standard "chart of accounts" as specified by Home Office and must have its chart of accounts approved by Home Office before Franchisee begins operation of the Franchise Business If Franchisee and its affiliates operate multiple Units and have a central accounting office for those Units, Home Office may require Franchisee and its affiliates to store all business records at the central accounting office

(g) Separate Reporting for each Unit If Franchisee operates more than one Unit, Franchisee must, if specified by Home Office, provide separate accounting reports for each Unit This includes balance sheets and income (profit and loss) statements as well as any other accounting reports specified in Article II, Sections 15 and 16 and elsewhere in this Agreement

(h) Reporting from Franchisees Affiliates Home Office may require that Franchisee provide financial documents, accounting reports, tax returns, and other books and records as requested by Home Office for affiliates of Franchisee that are involved in the Franchise Business or that provide assets or services (whether sold, leased, loaned, etc) to the Franchise Business If Franchisee is part of a group of entities, Home Office may require consolidated reporting from Franchisee and its affiliated entities

16 Manner and Format for Reporting, Consequences of Failure to Timely Report

(a) Manner and Format for Reporting to Home Office The reports, records, and other information that Franchisee is required to provide to Home Office, including but not limited to reports described in Article II, Section 15, must be reported in the manner, at the times, and in the formats specified by Home Office in the Manuals The manner of reporting may include electronic transmission or uploading information to the Automation Systems that can be accessed by Home Office or that automatically transmit information to Home Office Franchisee must ensure that it has the type of Internet connection, computer hardware, and software specified by Home Office as necessary for transmission of reports, records, and other information to Home Office

(b) Consequences of Failure to Timely and Accurately Report If Franchisee fails to transmit reports, records, or other information to Home Office in the manner, at the times, and in the formats specified by Home Office, or fails to timely close jobs and process open jobs or fails to provide accurate information, Franchisee will incur a liquidated damages charge of $100 for each day that data is not transmitted This liquidated damages charge will cover expenses Home Office incurs to collect this data If a documented technology failure prevents electronic transmittal of the data, or some other bona fide emergency occurs preventing electronic transmittal of the data (as Home Office determines in its sole discretion), the liquidated damages charge will not be imposed

17 Notices of Lawsuits and Other Matters

Franchisee must notify Home Office in writing, within five (5) days of the event, of any of the following events (1) the commencement of any civil or criminal action, suit, or proceeding by Franchisee or by any person or government agency against Franchisee, (2) Franchisee receives a notice of noncompliance with any law, rule, or regulation, (3) the issuance of any order, suit, or proceeding of any court, agency, or other governmental body that may adversely affect the operation or financial condition of the Franchise Business, (4) any complaints, inspections, reports, warnings, certificates, or ratings of Franchisee or the Franchise Business, communicated, issued, performed, or scheduled by any governmental agency, (5) the scheduling or conducting of an audit of Franchisee by the Internal Revenue Service, Department of Transportation, or any other federal, state, or local governmental authority, and (6) any unionization effort, collective bargaining agreement, labor strike, dispute, slowdown, work stoppage, or lockout Franchisee must notify Home Office within one hour of the incident, using the emergency contact procedure specified by Home Office, of any emergency situation relating to the Franchise Business, including but not limited to (a) a fatality, (b) an accident, (c) an injury requiring medical attention, (d) media attention, (e) significant property damage, or (f) any incident involving a law enforcement agency

Franchisee must provide Home Office with any additional information Home Office requests, within five days of request, about the status, progress, or outcome of any of the events listed in this Section See Section 3 of Article III regarding litigation involving any of the Marks

18 Disputes Arising With Third-Parties

If Home Office becomes aware of a bona fide dispute between Franchisee and one or more customers and/or other third parties regarding the Franchise Business, Home Office may, in its sole discretion, undertake one or more of the following options

(a) take no action, except to direct the Franchisee to resolve the dispute in a manner that will not cause injury to the reputation of the Marks and the **TWO MEN AND A TRUCK®** franchise system,

(b) assist the parties in the resolution of the dispute, if Home Office in its sole discretion, determines that it can constructively do so, and/or

(c) if Home Office determines in its sole discretion that Franchisee cannot or will not resolve the dispute, and that such failure to resolve it has or is reasonably likely to cause damage to the Marks and/or the **TWO MEN AND A TRUCK®** franchise system's business reputation, then upon notice to Franchisee, Home Office may resolve the dispute directly with the third-party by payment of damages alleged and supported by documentary evidence by the third-party, including attorney's fees, and Franchisee agrees to indemnify Home Office for all such payments If Home Office pays such damages to a third-party, Home Office will invoice Franchisee for the damages paid, and payment from Franchisee will be due to Home Office within fourteen (14) days from the date of invoice In Home Office's sole discretion, it may consult a designated franchisee group to provide it with an advisory opinion regarding resolution of the dispute, although Home Office will not be obligated to comply with the advice of the designated franchisee group If Home Office consults with a designated franchisee group, it will provide the designated group with the facts and circumstances of the dispute, but Home Office will not provide it with the identity of any of the parties to the dispute

19 Supplemental Exhibits and Agreements

Franchisee is required to sign supplemental agreements simultaneous with the execution of this Agreement, including the following

(a) Exhibit 1, Specifics This document describes the Marketing Area and provides other information

(b) Exhibit 2, Obligations and Representation of Individual Interested Parties The owners of Franchisee and other persons beneficially interested in Franchisee sign this document to agree to be personally bound by the provisions of this Agreement and to provide information about Franchisee and its owners

(c) Exhibit 3, Guaranty The shareholders, members, officers, directors, and representatives of Franchisee if Franchisee is a corporation, partnership or other limited liability entity and the affiliates of Franchisee involved with or that provide assets or services to the Franchise Business must sign this document to agree to be liable to Home Office for the obligations of Franchisee

(d) Exhibit 4, Assignment of Telephone Numbers and Internet Tools Simultaneously with the signing of this Agreement and any time thereafter, as Home Office requests, Franchisee will sign an assignment of the telephone numbers, Internet domain names, e-mail addresses, websites, social media (such as Facebook, LinkedIn, Twitter, YouTube), blogs, vlogs (social videos), online social networks, wikis, forums, content sharing communities, and other internet tools ("Telephone Numbers and Internet Tools") used by Franchisee in the Franchise Business in the form of Exhibit 4 attached to this Agreement The assignment provides that Franchisee will have a limited license to use the Telephone Numbers and Internet Tools during the term of this Agreement and as long as Franchisee complies with the policies and procedures specified by Home Office

(e) Exhibit 5, Software License Addendum Franchisee will sign a Software License Addendum in the form of Exhibit 5 attached to this Agreement, which, among other things, will provide Franchisee with the right and obligation to use Home Office's software products in accordance with the terms and conditions of the Software License Addendum

(f) Exhibit 6, Automation Systems User Agreement Franchisee will sign an Automation Systems User Agreement in the form of Exhibit 6 attached to this Agreement, which, among other things, will provide Franchisee with the right and obligation to use Home Office s Automation Systems in accordance with the terms and conditions of the Automation Systems User Agreement

(g) Exhibit 7, Truckie Mascot Addendum If Franchisee decides that it wishes to license a "Truckie" mascot to advertise its franchise, then Franchisee will be required to sign an Addendum in the form of Exhibit 7 attached to this Agreement

20 Name Change or Discontinuance

At the time of the signing of this Agreement, and at any time thereafter as Home Office requests, Franchisee will sign any form or document Home Office provides to Franchisee to cancel any assumed or fictitious name Franchisee has used or had the right to use in conjunction with this Agreement, including but not limited to the right to use the Marks Franchisee hereby consents and authorizes Home Office to complete any such form and file it with the appropriate agency to give it effect upon the termination or expiration without renewal or transfer of this Agreement

21 Minimum Performance Requirements

The Franchise Business must achieve the minimum performance requirements specified in this Section ("Minimum Performance Requirements")

(a) Minimum Performance Requirements For the 1st through 4th years of operation of a Unit in the Marketing Area, Franchisee must achieve annual Gross Sales (defined in Article IV, Section 2) of at least the following amounts (i) $400,000 for the 1st year of operation, (ii) $550,000 for the 2nd year of operation, (iii) $650,000 for the 3rd year of operation, and (iv) $750,000 for the 4th year of operation After a Unit has been operating in the Marketing Area for four years, for each subsequent year of operation Franchisee must (A) achieve Gross Sales of at least $750 000, and (B) perform in the top 85% of all Units operating in the United States in the annual growth percentage of Gross Sales as determined by Home Office For purposes of this Section, a year of operation is the 12 month period beginning on the first date of operation of a Unit in the Marketing Area and each anniversary of that date However, if the first date of operation of a Unit in the Marketing Area is not the first day of the month, a year of operation will be the 12 month period beginning on the first day of the calendar month after the first day of operation and each anniversary of that date Except as provided in subsection (b), the time periods specified in this subsection begin on the date that a Unit was first operated in the Marketing Area, whether or not operated by Franchisee

(b) Exception Notwithstanding subsection (a), if Franchisee acquires a Franchise Business that includes a marketing area (and/or portion thereof) of an existing or former Unit (i e the Marketing Area is "transferred" to Franchisee by another franchisee or the Marketing Area granted to Franchisee had previously been the marketing area or part of the marketing area of a former Unit), but there was no Unit operating in that marketing area for a period of six months or more at the time that Franchisee acquired the Franchise Business, then the time periods specified in subsection (a) will begin on the date that Franchisee begins operation of the Franchise Business

(c) Home Office's Remedies Relating to Minimum Performance Requirements If Franchisee fails to achieve the Minimum Performance Requirements for a year of operation, Home Office may notify Franchisee of the failure If Franchisee fails to achieve the Minimum Performance Requirements again the following year of operation or if Franchisee is not in compliance with the Minimum Performance Requirements at the time of renewal, then Home Office may, by written notice to Franchisee, elect to

(i) Require Franchisee to enter into a performance improvement plan,

(ii) Reduce the Marketing Area (the reduced Marketing Area will include the Franchise Location but will otherwise be determined by Home Office in its sole discretion),

(iii) Offer to renew this Agreement at the end of its term based on a reduced-in-size Marketing Area as determined by Home Office in its sole discretion, and/or

(iv) Refuse to renew this Agreement at the end of its term

The remedies in this Section are in addition to any other remedies of Home Office under this Agreement

22 Maintaining Confidentiality of All Franchisees' Financial Information

Home Office may disseminate to Franchisee financial information relating to other franchisees (for example, revenue figures for all franchises) Franchisee agrees to keep this information confidential, and to not disclose this information to any other person, including prospective franchisees, without Home Office s prior written consent

23 Affiliates of Franchisee Involved in the Franchise Business

Franchisee acknowledges that Franchisee's use of affiliated entities in connection with the Franchise Business may interfere with reporting systems and Home Office's analysis of the Franchise Business Accordingly, Franchisee must not use affiliated entities in connection with the Franchise Business (including, but not limited to, use of affiliated entities to sell, lease, or loan personal property or services to the Franchise Business) without the prior written consent of Home Office For example, Franchisee must not have an affiliated entity own the vehicles used in the Franchise Business without the prior written consent of Home Office Home Office may withhold its consent to use affiliated entities in its sole discretion As a condition to obtaining consent to use of an affiliated entity, Home Office may require any such affiliates of Franchisee to guaranty Franchisee's obligations to Home Office, by signing a Guaranty in the form attached to this Agreement as Exhibit 3 Also as a condition to obtaining consent to use of an affiliated entity, Home Office may require (a) the preparation of a business plan and periodic reporting of financial and other information by the affiliated entity to Home Office, and (b) the use by the affiliated entity of accounting application software specified by Home Office

24 Participation in Call Center

Home Office may provide or have a third-party provide call center services for Two Men and a Truck franchisees, which may include responding to afterhours phone calls and emails and/or responding to calls and emails during business hours in certain circumstances or other similar services Home Office may require Franchisee to participate in these services and to pay a proportionate share of the costs of these services or a reasonable charge for these services Franchisee must comply with Home Office's policies and procedures relating to participation in the call center services Home Office currently requires Two Men and a Truck franchisees to participate in call center services provided by Home Office through its customer relationship center (CRC)

25 National Accounts and National Programs

For purposes of this Agreement, a "National Account" is a manufacturer, supplier, transport company, or other customer or prospective customer that desires to obtain services provided by the Two Men and a Truck franchise system from more than one Two Men and a Truck franchisee For purposes of this Agreement, a "National Program" is a program specified by Home Office that involves services to customers that require participation by more than one Two Men and a Truck franchisee and possibly a third party Home Office will have the right to coordinate and administer services provided to National Accounts and in connection with National Programs If Franchisee is approached by a prospective National Account or National Program, Franchisee must promptly notify Home Office and allow Home Office to coordinate activities relating to the prospective National Account or National Program Home Office may enter into arrangements with National Accounts or in connection with National Programs to have the Two Men and a Truck franchise system provide delivery services on a national or regional basis These arrangements may include set pricing, customer delivery and service standards, and other rules of participation Home Office may offer Franchisee participation or may require Franchisee to participate in an arrangement with a National Account or in a National Program If Franchisee is eligible and elects to participate or Home Office requires Franchisee to participate in an arrangement with a National Account or in a National Program, Franchisee must agree to abide by the terms of Home Office's arrangement with the National Account as well as Home Office's policies and procedures relating to the National Account or the National Program Home Office may provide centralized dispatch, billing, and collection services in connection with National Accounts and National Programs and may charge administrative fees for those services

ARTICLE III–PROTECTION OF THE FRANCHISE SYSTEM

1 Description and Ownership of Marks

(a) Marks Subject of this Agreement, Ownership The Marks include the name and service mark **TWO MEN AND A TRUCK®** and other names, service marks, trademarks, and logos that become a part of the System, including Marks described in Article I, and such other marks, names, logos, and copyrights as may presently exist or be established or acquired by Home Office in the future and licensed for use to Franchisee, along with all ancillary signs, symbols, or other indicia used in connection with the foregoing Franchisee acknowledges that as between Franchisee and Home Office, the Marks are valid trade names and/or trademarks and service marks solely owned by Home Office and that only Home Office and its designated franchisees have the right to use the Marks

(b) Home Office's Right to Change, Add or Delete Marks Home Office will have the right at any time, upon notice to Franchisee, to make additions to, deletions from, and changes to any and/or all of the Marks Home Office will make such additions, deletions, and/or changes in its sole discretion, because the Marks are of substantial importance in marketing the System Franchisee must utilize and abide by any such additions, deletions, or changes to the Marks Home Office will make all such additions, deletions, or changes in the Marks in good faith and on a uniform basis for all similarly-situated franchisees in a particular market

2 Promise Not to Contest Validity or Ownership of Marks

Franchisee expressly promises that during the term of this Agreement and after the termination, expiration without renewal, or transfer of this Agreement, Franchisee will not, directly or indirectly, contest or aid in contesting the validity or ownership of the Marks Immediately upon termination, expiration without renewal, or transfer of this Agreement, Franchisee will cease and desist from using the Marks and will return or destroy all documents, instructions, displays, paper products, and other materials and advertising items and the like bearing any of the Marks Franchisee agrees not to interfere with, in any manner, or attempt to prohibit the use of the Marks by any other existing or future franchisee or other licensee of Home Office Whenever Home Office requests, Franchisee agrees to sign any and all other papers, documents, and/or assurances to effectuate this purpose and agrees to fully cooperate with Home Office and/or any other franchisee to secure the necessary and required consents of any governmental agency or legal authority to enable the franchisee to use the Marks

3 Litigation Involving Marks

If Franchisee receives notice, or is informed, of any claim, demand, or suit against Franchisee on account of any alleged infringement, unfair competition, or similar matter relating to Franchisee's use of the Marks, Franchisee agrees to promptly notify Home Office in writing of any such claim, demand, or suit Home Office will then take such action as Home Office deems necessary and appropriate to protect and defend Franchisee against such claim by any third party If Franchisee receives notice or is informed or learns that any third party, who Franchisee believes is not authorized to use the Marks, is using the Marks or any name or mark confusingly similar to the Marks, Franchisee must promptly notify Home Office of the facts relating to such alleged infringing use Home Office will, in its sole discretion, determine whether or not it wishes to take any action against such third party on account of such alleged infringement of the Marks If Home Office undertakes the defense or prosecution of any litigation pertaining to any of the Marks, Franchisee agrees to sign any and all documents and do such acts and things as may, in the opinion of Home Office's counsel, be necessary to carry out such defense or prosecution Franchisee does not have any right to, and must not itself, defend or prosecute the Marks

4 Manner of Using Marks

Franchisee must operate the Franchise Business under the Marks and under no other name or mark Franchisee and Franchisee's employees must use the Marks only in the manner authorized by Home Office in the Manuals or otherwise in writing The Marks must only be used with the letters "SM' or "TM" or ®, as appropriate, wherever the Marks are used Franchisee will not use its name or any other name that Home Office has not previously approved in writing in connection with any of the Marks This means, among other things, that Franchisee will not operate, be employed by, or otherwise be affiliated with another business at or adjacent to the Franchise Location, unless Home Office, in its sole discretion, authorizes such operation, employment, or affiliation in writing Franchisee understands that commingling the Marks with the names or Marks of others will injure the Marks and System and is grounds for termination of this Agreement

5 Goodwill

Franchisee acknowledges that valuable goodwill is attached to the Marks and that Franchisee will use the goodwill solely as Home Office authorizes Franchisee agrees to operate the Franchise Business using the Marks in accordance with the terms of this Agreement and the Manuals, as amended from time to time Franchisee expressly acknowledges that any and all goodwill associated with the Marks, including any goodwill that might be deemed to have accrued through Franchisee's activities, inures directly and exclusively to Home Office's benefit, except as otherwise provided in this Agreement or by law Franchisee acknowledges and agrees that its use of the Marks and any goodwill established by that use does not confer any goodwill or other interests in the Marks upon Franchisee (other than the rights expressly conferred by this Agreement) All provisions of this Agreement relating to the Marks apply to any additional Marks Home Office authorizes Franchisee to use

6 **Subject to Existing Use**

In addition to the rights of other franchisees licensed to operate as described in Article I of this Agreement, Franchisee acknowledges and agrees its right and license to use the Marks is subject to any other person's use of a name or mark that existed prior to Franchisee's use of the Marks

7 **Permitted Business Name**

Franchisee and its affiliates must not use any part of any of the Marks or any words similar to any of the Marks in any trade name, corporate name, limited liability company name, partnership name, or any other name without Home Office's prior written approval Where required or permitted by applicable law, Franchisee may register as carrying on a business under the terms of this Agreement using as an assumed or fictitious name the name described in Section C of Exhibit 1 Franchisee and its affiliates must not use any part of the Marks or words similar to the Marks as a business name, except as Home Office authorizes by written agreement

ARTICLE IV--FEES AND CHARGES

1 **Franchise Fee**

In consideration of the rights and license granted by Home Office, Franchisee agrees to pay, at the time of signing of this Agreement, a franchise fee equal to the amount specified in Section D of Exhibit 1 The franchise fee is non–refundable

2 **Royalty Fee**

In consideration of the franchise granted by Home Office, Franchisee agrees to pay to Home Office a royalty of six percent (6%) of "Gross Sales," as defined below

"Gross Sales," as used in this Agreement means the total gross revenues from whatever source (whether in the form of cash, credit, agreements to pay, barter, trade credits, good will, or other consideration) that arise, directly or indirectly, from or in connection with the operation of the Franchise Business, including but not limited to

(a) the sale of goods and/or services offered by or through the Franchise Business,

(b) the sale of goods and/or services by Franchisee or a third-party selling products and/or services on Franchisee s behalf that are sold or that are required to be sold under the terms of this Agreement, no matter from what location or business the sales are generated,

(c) the proceeds from any business interruption insurance and/or damages or settlement amounts received to compensate Franchisee for lost revenue of the Franchise Business,

(d) any revenue generated from commissions, rebates, or affiliated programs,

(e) except as provided below for charity moves, the value of any goods and/or services provided without compensation to Franchisee, and

(f) if Franchisee has missing or incomplete sales orders, Gross Sales will include missing sales order sheet income in an amount reasonably determined in accordance with the methods specified in the Manuals

Gross Sales may be further defined in the Manuals Gross Sales are subject to audit by Home Office or a third-party designated by Home Office at any time

Except as may otherwise be provided in the Manuals, the following rules will apply in the calculation of Gross Sales (i) Gross Sales will be based on Franchisee's normal rate at the time the products or services are provided, whether or not payment is received at the time of sale or any amounts prove uncollectible, (ii) Gross Sales will not be reduced by any invoice adjustment or set off made by Franchisee unless approved in writing by Home Office, (iii) discounts given by Franchisee will not reduce Gross Sales unless the discount is based on a standard program approved by Home Office, and (iv) Gross Sales are deemed received by the Franchisee at the time the goods or services from which they derive are delivered or rendered or at the time the relevant sale takes place, whichever occurs first

Franchisee is not required to pay royalty on the value of any portion of goods and/or services provided by Franchisee without compensation if the goods and/or services are provided for a charitable organization approved by Home Office ("charity moves") Currently, all charitable organizations listed by the Internal Revenue Service ("IRS") as exempt under Internal Revenue Code §501(c)(3) ("501(c)(3) organizations") are automatically approved by Home Office Go to irs gov to search for a list of 501(c)(3) organizations If Franchisee provides goods and/or services without compensation that are not for an organization that is listed by the IRS as a 501(c)(3) organization or a charitable organization otherwise approved by Home Office, the value of those goods and/or services must be included in Franchisee's Gross Sales for purposes of paying royalty to Home Office The value of the goods and/or services provided without compensation will be equal to the amount that Franchisee would normally charge for the goods and/or services

3 Advertising Fees

Recognizing the value of consistent advertising for the financial growth of the franchise system, Franchisee will pay Home Office an advertising fee of one percent (1%) of Gross Sales The advertising fees will be placed in an advertising fund ("Advertising Fund") that Home Office will administer and control at its sole discretion Home Office may use the Advertising Fund to achieve or contribute to the following maximize public recognition of the Marks, solicit the granting of franchises to expand the franchise system, produce advertising and sales support materials for use by franchisees, provide certain phone services for Units, such as purchasing call tracking lines and producing on-hold marketing messages, make promotional goods available for our franchisees to purchase, develop websites for us and our franchises, develop and place online display and retargeting advertising, develop dashboards for interactive marketing, planning, customer service analysis and sales/marketing decision-making, obtain public relations services, pay the expenses of the Advertising Fund, and other uses Home Office designates Home Office reserves the right to engage the services of outside agencies to formulate, develop, produce, or conduct advertising for the Advertising Fund and the cost of these services can be paid from the Advertising Fund Home Office is not required to spend Franchisees' advertising fees to place advertising in the Marketing Area

4 Technology and Support Fee

In consideration of the continued development, use, maintenance, and support that Home Office will provide for the Automation Systems, computer systems, software, after hours sales support, and/or other technology and support used or being developed for future use in the System, Franchisee agrees to pay Home Office a fee in the amount determined by Home Office ("Technology and Support Fee") The amount of the fee will be based on Home Office's costs of providing these services Under the current policies of Home Office, the Technology and Support Fee is 1% of Gross Sales with a minimum payment of $1,200 per month Franchisee acknowledges and understands that Home Office may retain a portion of the Technology and Support Fees and any payments Franchisee makes for licensing software or other technology from Home Office

5 Miscellaneous Fees or Charges

In consideration of the license granted and the services Home Office will perform under this Agreement, Franchisee agrees to pay Home Office all miscellaneous fees and charges that Home Office invoices Franchisee for any goods and/or services provided to Franchisee and/or on behalf of Franchisee or for liquidated damages authorized by this Agreement or Home Office's policies The miscellaneous charges that Franchisee may be obligated to pay include the following

(a) Liquidated Damages Liquidated damage amounts Franchisee will be charged for failing to comply with specific contract obligations and/or policies Home Office establishes The liquidated damage amounts will be specified in this Agreement or in the policies issued by Home Office, as may be amended at any time The liquidated damages amounts Franchisee will be obligated to pay will cover Home Office's damages suffered as a result of Franchisee's breach Such damages include Home Office's additional administrative expenses and damages arising from loss of the franchise system's reputation resulting from the breach The liquidated damages amounts are payable as provided in this Agreement or Home Office's policies If Home Office determines, in its sole discretion, that the liquidated damages charged exceed Home Office's expenses, Home Office's damage to its reputation and/or other damages, then Home Office will place the excess liquidated damages in its Advertising Fund to support advertising for the franchise system Franchisee agrees that these liquidated damage amounts are reasonable Franchisee also agrees that whether or not Home Office invokes its right to recover liquidated damages, Home Office does not waive, and is not barred, from any remedy, monetary or non-monetary, in law or in equity, authorized under any federal, state, or local law or otherwise permitted by this Agreement Home Office may post on its Automation Systems Franchisee's name or the name of any other franchisee against whom liquidated damages are assessed, including in the posting the reason the liquidated damages are being assessed and the amount of the liquidated damages assessment

(b) Amounts Paid on Franchisee's Behalf to Third Parties Amounts payable to Home Office under Article II, Section 18 for costs incurred by Home Office in resolving disputes with customers and/or other third parties

(c) Multiple Franchisee Advertising If Franchisee advertises in a directory with other franchisees covering multiple marketing areas and the franchisees advertising in the directory cannot coordinate or do not coordinate their advertising in a reasonable manner, as determined solely in Home Office s discretion, then Home Office may mandate the advertisement as Home Office in its sole discretion deems reasonable In that case Franchisee will be responsible for its proportionate cost of the advertising and Home Office may require Franchisee to pay that amount to Home Office

6 Tax Reimbursement Fees

Franchisee must pay Home Office, or its affiliate or designee, promptly when due, all sales taxes, use taxes, personal property taxes, and other taxes imposed upon Home Office or collected from Home Office on account of goods and services Home Office furnishes to Franchisee through sale, lease, or otherwise, or on account of Home Office's collection of the initial franchise fee or other fees, royalties, or other payments required under this Agreement

7 Payment of Fees

Franchisee must pay the full amount of the royalties, advertising, Technology and Support Fees, and miscellaneous fees and charges as provided above and no offset or claim may be made against those fees unless otherwise stated in this Agreement All payments for fees and charges must be made to Home Office in the manner and at the times specified by Home Office Currently Home Office specifies that (a) royalties, advertising, and Technology and Support Fees must be paid to Home Office on the 15th day of the month following the end of the calendar month in which the revenue was generated (royalties and advertising fees) and/or the fees were charged (Technology and Support Fees), (b) miscellaneous fees and charges, including but not limited to fees for goods or services, fees for technical support services, and behavioral assessments, must be paid to Home Office on the last business day of the calendar month in which they are incurred, except as noted below for liquidated damages, and (c) liquidated damages assessed against Franchisee must be paid on the 5th business day following the date the liquidated damages are invoiced All Payments must be paid via Automated Clearing House ("ACH") transfers or other form of payment transfer as Home Office specifies In some circumstances it may be necessary for Home Office to ACH transfer funds for miscellaneous fees before the last day of the month In that case, the amount and date of deduction will be communicated to Franchisee in advance

8 NSF Fees and Interest

Franchisee must pay on demand a fee equal to any charges Home Office may incur as a result of ACH or other transfers returned to Home Office for non-sufficient funds or other reasons, but not less than $100 00 for each item returned ("NSF fees") Also, Franchisee must pay to Home Office, on demand, interest on all overdue payments from the date the payment was due until paid equal to the lesser of (i) 2% per month or (ii) the maximum rate of interest permitted by law The assessment of NSF fees and interest will not be the sole remedies of

Home Office in such circumstances All amounts paid will be first applied to NSF fees and interest and the balance to principal

ARTICLE V--TERM AND RENEWAL, TERMINATION

1 Term and Renewal

This Agreement is binding upon the parties for a period of five (5) years beginning on the date this Agreement is signed Before the expiration of the initial term of this Agreement, Franchisee can renew its franchise for one additional five-year term if all the following conditions are fulfilled

(a) Franchisee and its affiliates, if any, are in compliance with this Agreement and any other franchise agreements between the parties or their affiliates at the time Franchisee requests renewal and through the ending date of the initial term

(b) Franchisee, during the twelve-month period before the expiration of the term, has not received from Home Office two or more notices of default of the terms of this Agreement or any specification, standard, or operating procedure of Home Office (whether or not such notices related to the same or different violations and whether or not those violations have been remedied by Franchisee)

(c) Franchisee provides written notice of its intent to renew its franchise not more than six months and not less than 90 days before the expiration of the term

(d) Franchisee, throughout the term of this Agreement, has satisfied all material reporting requirements and all monetary obligations to Home Office and any affiliates of Home Office, suppliers and creditors (excepting reasonable disputes that Franchisee is attempting in good faith to resolve) within the amount of time specified for satisfaction or cure of default with respect to such obligation

(e) Franchisee undertakes and completes, not less than 30 days before expiration of the term, such maintenance, renovation, refurbishing, remodeling and/or addition or substitution of equipment, furniture and fixtures as specified by Home Office for compliance with the standards of Home Office in place at that time

(f) Franchisee satisfactorily completes all additional training Home Office requires at that time, and in accordance with Article I, Section 5, pays the cost and expenses of training any additional employees of Franchisee at renewal

(g) Franchisee visits Home Office for a 'renewal visit" as specified by Home Office

(h) Franchisee signs the then-current form of franchise agreement for the renewal term, which agreement may contain terms materially different than terms of this Agreement, including different or increased fees, a different Marketing Area, etc

Initials________

(i) Franchisee pays Home Office a renewal fee equal to ten percent (10%) of the franchise fee charged to new franchisees at the time of renewal

(j) Franchisee signs a general release, in a form specified by Home Office, of any and all claims against Home Office, its subsidiaries and affiliates, and their respective officers, directors, agents, members, and employees

(k) Franchisee demonstrates that it is has the financial ability to continue to invest in and grow the Franchise Business and the **TWO MEN AND A TRUCK®** brand in the Marketing Area

(l) Franchisee must prepare a business plan for the Franchise Business for the renewal term This business plan must be submitted to and approved by Home Office The business plan must contain the information specified and in the format required by Home Office

(m) Franchisee meets any additional conditions specified by Home Office

(n) Home Office has approved the renewal of the franchise

Unless otherwise noted, all conditions to renewal must be met before the expiration of the initial term of this Agreement

If all of the other applicable conditions to renewal have been met, Home Office will not withhold approval of renewal without good cause Good cause for withholding approval of renewal may include, but is not limited to Franchisee has failed to achieve minimum scores in Home Office's Achievements in Excellence rankings or a similar Home Office ranking system (the Achievements in Excellence rankings is a balanced scorecard approach used by Home Office to measure customer service, operational excellence, learning and growth, community involvement, and system citizenship), Franchisee has failed to achieve minimum reply card scores, Franchisee has failed to achieve acceptable status on other compliance requirements, Franchisee's lack of commitment to Home Office's Core Values, Franchisee has failed to use and cooperate in the use of operating systems and tools provided by Home Office to improve the Franchise Business and/or the franchise system as a whole, Franchisee has failed to regularly attend and actively participate in conference calls, meetings, conventions, and other events sponsored or suggested by Home Office to increase the chance of success and/or maximize the performance of the Franchise Business and/or the franchise system as a whole, Franchisee has failed to embrace new programs and business building initiatives developed for the enhancement of the performance of the Franchise Business, Franchisee has regularly acted in a combative or confrontational manner with Home Office, vendors, customers, or other franchisees, Franchisee has had an excessive number of customer complaints and/or has not acted reasonably and in the best interests of the franchise system in resolving customer complaints, or Home Office has reasonable concerns about the financial condition or creditworthiness of Franchisee

If Franchisee is otherwise eligible for renewal, but does not sign the new franchise agreement and pay the renewal fee prior to the expiration of the initial term of this Agreement, Franchisee must, if Home Office allows Franchisee to renew, pay a renewal fee equal to twenty percent (20%) of the franchise fee charged to new franchisees at the time of renewal This provision for an increased renewal fee does not limit or bar any of Home Office's other rights or remedies arising from Franchisee's failure to comply with the requirements of renewal, including Home Office's right to refuse renewal If local law requires Home Office to give notice to Franchisee prior to the expiration of the term, this Agreement will remain in effect on a month–to–month basis until Home Office gives such notice

2 Conditional Renewals

If Franchisee does not meet all of the conditions for renewal as described in Section 1 of Article V, Home Office may, in its sole discretion, allow Franchisee to conditionally renew its franchise If Home Office consents to a conditional renewal of the franchise, Franchisee must meet all of the procedural conditions for renewal described in Section 1 of Article V (i e completing additional training, signing a new franchise agreement, updating equipment and operations, and payment of the renewal fee), however, the franchise agreement signed by Franchisee for the renewal term will only be for a limited probationary period (generally six months) and will specify performance criteria that Franchisee must meet during the probationary period If Franchisee meets the specified performance criteria on the completion of the probationary period and is otherwise in compliance with the Franchise Agreement, Home Office will agree in writing to permit Franchisee to sign a then-current form of franchise agreement for a full five-year renewal term commencing from the date the conditional renewal was granted If Franchisee does not meet the specified performance criteria during the initial probationary period, Home Office may, in its sole discretion, extend the probationary period for one additional probationary period (generally six to twelve months) to enable Franchisee a final opportunity to meet the specified performance criteria If Franchisee meets the specified performance criteria on the completion of the second probationary period and is otherwise in compliance with the Franchise Agreement, Home Office will permit Franchisee to sign a then-current form of franchise agreement for a full five-year renewal term commencing from the date the first conditional renewal was granted

3 Termination by Franchisee

Franchisee has the right to terminate this Agreement prior to its expiration only for good cause and only in accordance with the requirements set forth in Section 7 of Article V Good cause under this paragraph means any material breach of this Agreement by Home Office

4 Termination by Home Office

Home Office has the right to terminate this Agreement prior to its expiration only for good cause and only in accordance with the requirements of Sections 5 or 7 of Article V Good cause means any breach of this Agreement by Franchisee or the occurrence of any of the events listed in Sections 5 and 6 of Article V

5 Immediate Termination

Any of the following events will (i) constitute a material default under this Agreement, (ii) be good cause for termination of this Agreement, and (iii) entitle Home Office to terminate this Agreement upon five (5) days written notice to Franchisee, without affording Franchisee an opportunity to cure

(a) Franchisee's or its affiliate's willful and material misrepresentation or acts or omissions relating to the acquisition of the franchise granted by this Agreement or the on-going operation of the Franchise Business,

(b) Franchisee's assignment or transfer of the rights and/or obligations under this Agreement or the transfer of the Franchise Business without complying with the provisions of this Agreement,

(c) Franchisee's abandonment of any of its obligations under this Agreement,

(d) Franchisee's failure to provide services for a period of 10 or more consecutive days without the prior written approval of Home Office, unless caused by acts of God or other circumstances beyond Franchisee's control,

(e) Franchisee continues to receive an excessive number of customer complaints and/or continues to not act reasonably and in the best interests of the franchise system in resolving customer complaints after Franchisee has been notified in writing by Home Office that Franchisee was receiving an excessive number of customer complaints and/or not acting reasonably and in the best interests of the franchise system in resolving customer complaints,

(f) Franchisee or an affiliate or any owner of Franchisee is convicted of, or pleads guilty or no contest to or if Home Office has reasonable proof that Franchisee or an affiliate or any owner of Franchisee has committed (i) a crime, offense or misconduct for which the minimum penalty includes imprisonment for more than one year, or (ii) any felony, or (iii) any crime, offense or misconduct for which the minimum penalty includes imprisonment for one-year or less that involves fraud or dishonesty or is in any other way relevant to the operation of the Franchise Business or to the System or Marks or the goodwill associated with the System or Marks, or (iv) multiple crimes, offenses, misconduct, or misdemeanors that are not otherwise covered in subsections (i), (ii), and (iii) of this Section,

(g) Franchisee's breach of the same or a similar provision of this Agreement, or other agreement, including any supplemental agreement as referenced in Article II, Section 17, or the Manuals, where there have been three or more separate breaches in any 18-month period or five or more separate breaches over the term of this Agreement, so long as Home Office made it known in writing to Franchisee that such an act was a breach prior to the second breach upon which Home Office is relying,

(h) Franchisee's breach of any provision (whether or not the same or a similar provision) of this Agreement, or other agreement, including any supplemental agreement as referenced in Article II, Section 17, or the Manuals, where there have been four or more separate breaches in any 18-month period or six or more separate breaches over the term of this Agreement, so long as Home Office made it known in writing to Franchisee that such an act was a breach prior to the second breach upon which Home Office is relying,

(i) Franchisee's and/or its affiliate's breach of the same or similar provision of any other **TWO MEN AND A TRUCK®** franchise agreement to which Franchisee or its affiliate is a party, including related agreements, and the Manuals, where there have been three or more separate breaches (including but not limited to Franchisee's failure to pay royalties, ad fees, or any other amounts when due) during any 18 month period so long as Home Office made it known in writing to Franchisee that such an act was a breach prior to the second breach upon which Home Office is relying,

(j) Franchisee's and/or its affiliate's breach of any provision (whether or not the same or a similar provision) of any other **TWO MEN AND A TRUCK®** franchise agreement to which Franchisee or its affiliate is a party, including related agreements, and the Manuals, where there have been four or more separate breaches (including but not limited to Franchisee's failure to pay royalties, ad fees, or any other amounts when due) during any 18 month period so long as Home Office made it known in writing to Franchisee that such an act was a breach prior to the second breach upon which Home Office is relying,

(k) Franchisee's and/or any of its affiliate's acts or omissions that discourage, prevent, or otherwise retard or stop a prospective or existing franchisee of the franchise system from obtaining a household goods moving authority or other license or authority generally possessed by persons in the household moving industry, including but not limited to, the filing of protests or petitions with any governmental authority objecting to a prospective or existing franchisee from obtaining such authority, cooperating or assisting another to undertake any acts or omissions to discourage, prevent or otherwise retard or stop a prospective or existing franchisee from obtaining a household moving authority,

(l) Franchisee's or its affiliate's dishonest or unethical conduct,

(m) Franchisee's or its affiliate's intentional conduct to cause or allow any unauthorized use or disclosure of any part of the Manuals, or any other of Home Office's confidential and/or proprietary information,

(n) Franchisee's or its affiliate's conduct of any kind that reflects materially and adversely on Home Office's operation, Marks, or System,

(o) Adjudication of bankruptcy of Franchisee, the insolvency of the Franchise Business, appointment of a receiver or trustee to take charge of the Franchise Business by a Court of competent jurisdiction, or the general assignment for the benefit of creditors of Franchisee, or

(p) Entry of a final judgment or the unappealed decision of a regulatory officer or agency which results in a temporary or permanent suspension of any permit or license, possession of which is a prerequisite to operation of the Franchise Business

Franchisee acknowledges and agrees that the defaults listed in this Section constitute good cause for termination of this Agreement, even though Franchisee is not afforded an opportunity to cure the defaults, because the defaults are not curable or are so egregious, damaging, or pervasive that they destroy the franchise relationship

6 Termination After Notice

Any of the following events will (i) constitute a material default under this Agreement, (ii) be good cause for the termination of this Agreement, and (iii) entitle Home Office to terminate this Agreement in accordance with the requirements set forth in Section 7 of Article V

(a) Franchisee's failure to have its Franchise Business open to the public and operational within four months following the month in which this Agreement is signed,

(b) Franchisee's failure to promptly pay its obligations to Home Office when due, whether or not the obligations accrue under the terms of this Agreement,

(c) Franchisee's failure to promptly pay its obligations to third parties, including but not limited to suppliers, landlords, and financial institutions whether or not such obligations accrue in connection with the Franchise Business,

(d) Franchisee's negligent acts or omissions giving rise to any material inaccuracy or inaccuracies in the accounting of Franchisee's Gross Sales or financial statements,

(e) Franchisee's breach of any other term of this Agreement or other agreement between Franchisee and Home Office, including the supplemental agreements referenced in Article II, Section 19, the Manuals, or any other obligation specified by Home Office, including but not limited to training and performance requirements described in the Agreement or other agreements,

(f) Franchisee's or its affiliate's breach of any term of any other **TWO MEN AND A TRUCK®** franchise agreement to which Franchisee or its affiliate is a party, including related agreements, or the Manuals, or any other obligation owed to Home Office, including but not limited to training and performance requirements described in the other franchise agreement,

(g) Any person's cancellation of or the existence of circumstances that create the unenforceability of any guaranty of the obligations of this Agreement,

(h) Franchisee's failure to achieve minimum scores in Home Office's Achievements in Excellence rankings or a similar Home Office ranking system (the Achievements in Excellence rankings is a balanced scorecard approach used by Home Office to measure customer service, operational excellence, learning and growth, community involvement, and system citizenship),

(i) Franchisee's failure to achieve minimum reply card scores,

(j) Franchisee's failure to achieve acceptable status on other compliance requirements,

(k) Franchisee's lack of commitment to Home Office's Core Values,

(l) Franchisee's failure to use and cooperate in the use of operating systems and tools provided by Home Office to improve the Franchise Business and/or the franchise system as a whole,

(m) Franchisee's failure to regularly attend and actively participate in conference calls, meetings, conventions, and other events sponsored or suggested by Home Office to increase the chance of success and/or maximize the performance of the Franchise Business and/or the franchise system as a whole,

(n) Franchisee's failure to embrace new programs and business building initiatives developed for the enhancement of the performance of the Franchise Business,

(o) Franchisee has regularly acted in a combative or confrontational manner with Home Office, vendors, customers, or other franchisees, or

(p) Franchisee has had an excessive number of customer complaints and/or has not acted reasonably and in the best interests of the franchise system in resolving customer complaints

7 Notice Required for Termination, Cure, Notice of Defenses and Claims

The following procedures must be used when providing for notice of termination "for good cause" (other than termination under Section 5 of Article V)

(a) A party terminating for good cause ("terminating party") must give a written notice of termination to the party in default ("defaulting party") specifying any reasons for such termination and the date the termination will be effective The effective date of termination must be at least ten (10) days from the date of the notice for the non-payment of any amounts due and at least thirty (30) days from the date of the notice in all other instances Except as provided in Subsection 7(b), termination will be automatically effective without further action by the terminating party upon the expiration of the notice period

(b) The defaulting party can prevent termination only by completely curing, prior to the expiration of the notice period, all the defaults specified by the terminating party in the notice

(c) The defaulting party must give written notice to the terminating party of all objections, defenses or disputes to termination, claims against the terminating party, setoffs, breaches of this Agreement or other agreements by the terminating party, or other actions, claims or defenses, if any, that the defaulting party claims against the terminating party Such notice must be given within thirty (30) days of the date of the notice of termination If the defaulting party fails to give the notice required in this subsection, the defaulting party is barred from seeking any relief, whether by way of action or defense, in any Court, or otherwise, with respect to any matter or issue that was subject to such notice

(d) If the laws of the state in which the Franchise Business is located require a different notice period, opportunity to cure, or imposes other obligations for termination of this Agreement or other agreements relating to it, the requirements of those laws will apply in place of the provisions of this Agreement, to the extent the provisions in this Agreement conflict with those laws

ARTICLE VI--OBLIGATIONS AND RIGHTS ON TERMINATION OR EXPIRATION

1 Franchisee's Obligations

Upon termination, expiration without renewal, or transfer of this Agreement for any reason Franchisee's rights to use the Marks and System and all other rights associated with being a licensed franchisee of Home Office will cease and the following, as well as any other provisions of this Agreement relating to termination or expiration, will apply

(a) Cease Using Marks and System Franchisee must immediately and permanently discontinue the use of the Marks, the System or any marks or names or logos confusingly similar to the Marks, and any other materials that may, in any way, indicate that Franchisee is or was a franchisee of Home Office, or in any way associated with Home Office or the Two Men and a Truck franchise system

(b) Pay All Debt Franchisee must immediately pay Home Office any and all amounts owing to it for whatever reason

(c) Cease Operating Business Franchisee must cease operating the Franchise Business and must stop using all Manuals, processes, materials, methods, or promotional materials Home Office provided or licensed to Franchisee Franchisee must immediately discontinue all advertising placed or ordered for the Franchise Business Franchisee must take all necessary steps to disassociate itself from Home Office and the System, including, but not limited to, the removal of signs, destruction of materials containing the Marks, and assignment or changing of Telephone Numbers and Internet Tools and the like, unless the same are transferred to another franchisee or Home Office Franchisee must take such action as necessary to amend or cancel any assumed name, business name, or equivalent registration that contains any Marks and Franchisee must furnish Home Office with satisfactory evidence of compliance with this obligation within ten (10) calendar days after the termination, expiration, or transfer of this Agreement If Franchisee fails to remove and/or destroy all signs and other materials containing the Marks as of the effective date of termination or expiration of this Agreement, Home Office or its agent may, and are authorized by this Agreement, to enter the Franchise Location and remove or paint over any and all such signs, and material and Franchisee waives and releases Home Office from any and all claims for damages resulting from those actions

(d) Return Confidential Information and Other Assets Franchisee must promptly return to Home Office all Manuals, all of Home Office's policies and procedures, forms, any documentation or software relating to the Automation Systems and other software, all training and promotional aids and all other confidential and proprietary information, unless it is transferred to a new franchisee

(e) <u>Assignment of Telephone Numbers, Email Addresses, Etc</u> Franchisee must immediately and permanently cease to use all Telephone Numbers and Internet Tools that have been used in the Franchise Business and, if requested by Home Office, must assign all such Telephone Numbers and Internet Tools to Home Office Franchisee acknowledges that as between Home Office and Franchisee, Home Office has the sole rights to all Telephone Numbers and Internet Tools used in the Franchise Business and all written and online directory listings associated with the Franchise Business and Franchisee authorizes Home Office, and appoints Home Office and any officer of Home Office as its attorney-in-fact, to direct the applicable service providers and all listing agencies to transfer those items to Home Office or its agent or assignee if Franchisee fails or refuses to do so The applicable service providers and all listing agencies may accept the direction in this Agreement as conclusive evidence of the exclusive rights of Home Office in such Telephone Numbers and Internet Tools and directory listings and as its authority to direct their transfer

(f) <u>Permit Inspection</u> Franchisee must permit Home Office to make final inspection of Franchisee's financial records, books, tax returns, and other accounting records within three (3) years after the effective date of termination, expiration, or transfer

(g) <u>Sale of Products to Home Office</u> Franchisee must sell to Home Office all or part of Franchisee's inventory or products on hand as of the date of termination or expiration that are uniquely identified with Home Office or the Marks, if any, as Home Office may request in writing before or within 30 days after the date of termination or expiration The sales price will be the current published prices then being charged by the manufacturer or supplier to authorized franchisees of Home Office, not including any costs of storage or transportation paid by Franchisee to bring the goods initially to the Franchise Business, minus all costs incurred or to be incurred by Home Office to restore the goods or the packaging of the goods to a saleable condition and minus a reasonable allowance for physical deterioration, obsolescence or damage to the extent not restored

(h) <u>Holdback for Customer Damages</u> If the Franchise Agreement is terminated (except a termination in connection with a transfer of the Franchise Business under Article VII) or expires without renewal, Franchisee must pay to Home Office an amount equal to 1 5% of the Franchisee's Gross Sales for the calendar month preceding the date of termination or expiration without renewal (the "Holdback Amount") Home Office will have the right to ACH transfer the Holdback Amount from Franchisee's account five days before the date of termination or expiration without renewal Home Office will hold the Holdback Amount for a period of six months and may use the Holdback Amount during that period to pay damages in connection with the resolution of disputes with Franchisee's customers under Article II, Section 18(c) of this Agreement Any portion of the Holdback Amount remaining at the end of the six month period will be paid over to Franchisee within 14 days of the end of the six month period

2 Other Obligations

Termination, expiration, or transfer of this Agreement will not lessen the liability or further obligation of Franchisee pursuant to this Agreement relating to Home Office's option to purchase Franchisee's assets, restrictions on disclosure and use of Confidential Information, restrictions on competition, or other such obligations that by their terms or intent survive termination, expiration, or transfer of this Agreement Such Franchisee obligations will survive termination, expiration, or transfer of this Agreement

3 Cumulative Remedies

This Agreement's termination, expiration, or transfer of this Agreement and/or enforcement of the provisions of this Article VI will not affect or prejudice any of Home Office s other rights or remedies for Franchisee's breach of this Agreement, whether such rights and remedies are contained in this Agreement or otherwise provided by law or equity

4 Damages for Loss of Bargain

In addition to any other remedies available to Home Office, if this Agreement is terminated prior to its expiration (other than termination by Franchisee for cause), Home Office will be entitled to recover from Franchisee damages attributable to the loss of bargain resulting from such termination The parties hereby stipulate and agree that the damages for such loss of bargain will be the present value of the royalty that would have been payable to Home Office for the balance of the term of this Agreement The aggregate amount of royalty that would have been payable will be calculated utilizing annual Gross Sales equal to the average annual Gross Sales of the Franchise Business for the two-year period (or such lesser period if the Franchisee was not in operation for a full two-year period) immediately preceding the date of termination For purposes of this paragraph, Gross Sales will be calculated based on Gross Sales reported by Franchisee or as actually determined by an audit of the Franchise Business, in Home Office's sole discretion If Franchisee has failed or refused to report any Gross Sales prior to termination, Home Office may reasonably estimate such Gross Sales

5 Option to Purchase Assets of Franchise Business

(a) Option If this Agreement expires, terminates or is not renewed for any reason, Home Office will have the option, but not the obligation, to purchase the assets of the Franchise Business For purposes of this Section, the assets of the Franchise Business means the vehicles, equipment, inventory, leasehold interest (at Home Office's option), fixtures, furnishings, and other assets of the Franchise Business other than real estate owned by Franchisee If the option is triggered by termination, Home Office must exercise the option granted in this Section by written notice within 30 days after the date of termination of the Franchise Agreement If Franchisee does not timely exercise its option to renew the franchise under Article V, Section 1 or Home Office notifies the Franchisee that Home Office does not consent to the renewal of the franchise, then Home Office may exercise the option granted in this Section by written notice at any time thereafter, but no later than 30 days after the expiration date of the Franchise Agreement

(b) Purchase Price The purchase price will be the fair market value of the assets as agreed by the parties If the parties are not able to agree on the fair market value within seven days of Home Office exercising its option, the value will be determined by appraisal using the method described in Article XI, Section 12 The purchase price will be reduced by (i) the total current and long-term liabilities of the Franchise Business that Home Office agrees to assume, and (ii) any amounts due from Franchisee to Home Office

(c) Leasehold Interest If Franchisee leases the Franchise Location Home Office will have the option to include an assignment of Franchisee's lease for the Franchise Location in the purchase of the assets If Home Office exercises that option, Franchisee must cooperate fully and use its best efforts to acquire the landlord's approval of the assignment of the lease for the Franchise Location to Home Office, if necessary If Franchisee or an affiliate of Franchisee owns the Franchise Location, Home Office or its designee will have the option to enter into a lease for a term of not less than five years with an option by lessee to extend the term of the lease for an additional term of five years The lease will contain the standard terms and conditions contained in leases for the same or similar properties The rental under the lease for the initial five year term will be the fair rental value of the property as of the date of exercise of the option If the parties cannot agree on the fair rental value within seven days of Home Office exercising its option, the value will be determined by appraisal using the method described in Article XI, Section 12 The rental during the second five year option term will be the fair rental value of the property as of the date that is 30 days before the end of the initial term of the lease If the parties cannot agree on the fair rental value within seven days, the value will be determined by appraisal using the method described in Article XI, Section 12

(d) Closing The closing of the purchase will occur within 60 days after Home Office exercises its option to purchase the assets or such later date as may be necessary to determine fair market value, fair rental value and/or to comply with applicable bulk sales or similar laws At closing, Home Office and Franchisee agree to execute and deliver all documents necessary to vest title in the assets purchased by Home Office free and clear of all liens and encumbrances, except those assumed by Home Office, and to effectuate the assignment of the lease for the Franchise Location, if applicable Home Office will be entitled to customary warranties, closing documents and post-closing indemnifications Home Office reserves the right to assign its option to purchase the Franchise Business or to designate a substitute purchaser for the Franchise Business if Home Office remains responsible for and guarantees compliance with the provisions of this Section

(e) Operation During Option Period Home Office will have the right, on written notice to Franchisee, to manage the Franchise Business during the period in which Home Office has an option to purchase the Franchise Business and for the period following the exercise of the option by Home Office and before closing Home Office will be responsible for the debts of the Franchise Business during this period of management and may charge a reasonable fee to manage the Franchise Business, not to exceed five (5%) percent of gross sales of the Franchise Business This management fee is in addition to any royalty or advertising fund payments due to Home Office

ARTICLE VII--SALE OR TRANSFER OF THE FRANCHISE, ADDING A FRANCHISEE OR PRINCIPAL TO FRANCHISE AGREEMENT

1 Transfer by Home Office

This Agreement and all of Home Office's rights and obligations under it may be assigned and transferred by Home Office so long as the performance of all of the obligations owing the Franchisee have been performed or provided for, and if so assigned or transferred, will be binding upon and inure to the benefit of Home Office's successors and assigns

2 Transfer by Franchisee

This Agreement is personal to Franchisee or the principals of Franchisee if Franchisee is a partnership, corporation, limited liability company, or other legal entity, because Home Office is relying on Franchisee's or its principals' individual qualifications and representations Therefore, neither this Agreement nor any of its rights or privileges, nor any shares of stock in the corporation if Franchisee is a corporation, nor any interest in the partnership, limited liability company, or other entity, if Franchisee is a partnership, limited partnership, or other entity, can be assigned, transferred, or divided in any manner by anyone without Home Office's prior written approval Home Office's approval will not be unreasonably withheld, but may be conditioned upon any or all of the following

(a) Prospect's Character, Business Experience and Credit Rating The proposed new franchisee must follow the same application procedures as a new franchisee and must meet the same standards as Home Office has set for any new franchisee Home Office must be satisfied with the character, business experience, financial strength, reputation, business ability, experience, and credit rating of the proposed new franchisee (and its principals if the proposed new franchisee is a corporation, limited liability company, partnership, or other legal entity)

(b) Burdens on Proposed New Franchisee The terms of the proposed transfer must not place unreasonable burdens on the proposed new franchisee in the judgment of Home Office

(c) Payment of All Debt Owed Home Office Escrow Account Franchisee and its principals and affiliates must pay any and all debt they owe Home Office, individually or jointly, whether or not such debt arises under this Agreement, this debt includes, but is not limited to, all royalties, advertising fees, and Technology and Support Fees [including those owed for the final month (or portion thereof) of operation of the Franchise Business] Home Office may require that sufficient funds, as it determines in its sole discretion, be placed in an escrow account to cover indebtedness owed Home Office for any reason After the debt to Home Office is paid, any remaining balance held in escrow not owed to third parties must be returned to Franchisee Any excess amount held in escrow may be used to pay amounts owed by Franchisee to third parties

(d) Payment of All Debt Owed Third Parties, Escrow Account Franchisee must fulfill all obligations to and pay all debt owed to third parties, including any disputed debt, undisputed debt, and customers' damage claims Home Office may require that sufficient funds, as it determines in its sole discretion based upon past experience, be placed in an escrow account to cover the potential indebtedness This amount will not exceed the known debt plus an amount of up to $20,000 to cover other potential debt After any disputes are resolved and settled and all debts are paid, any remaining balances held in escrow not owed to Home Office must be returned to Franchisee Any excess amount held in escrow may be used to pay amounts owed by Franchisee to Home Office

(e) Prospect's Satisfactory Completion of Training The proposed new franchisee must satisfactorily complete Home Office's initial training program, which must take place at the first available training program offered after the closing of the transfer

(f) Payment of Transfer Fee Franchisee must pay Home Office a transfer fee equal to twenty-five percent (25%) of the franchise fee charged to new franchisees at the time of transfer, which must be paid prior to transfer and prior to the training of the proposed transferee

(g) Execution of Agreement Terminating Franchise Agreement and Releasing Home Office and Others of Liability Franchisee must sign an agreement terminating this Agreement and releasing any and all claims Franchisee has against Home Office, and Home Office's officers, directors, agents, and employees arising out of or related to this Agreement, which release must contain the language and be in a form chosen by Home Office Home Office will not require any release of liability specifically proscribed by any state statute regulating franchising, but the parties may agree to voluntarily do so in settlement of any or all claims

(h) Execution of a New Franchise Agreement by New Franchisee The proposed new franchisee must execute a new franchise agreement with Home Office in the form Home Office uses at the time of transfer for the term remaining on this Agreement, or for the term otherwise specified in the new franchise agreement as Home Office determines in its sole discretion The owners of the proposed new franchisee must agree to be personally bound, jointly and severally, by all of the provisions of the new franchise agreement

(i) Websites, Social Media and other Internet Tools Franchisee and the proposed new franchisee must agree to assignment of the Franchisee's websites, social media accounts, and other Internet tools to the proposed new franchisee and the proposed new franchisee must agree to assume responsibility for those websites, social media accounts, and other Internet tools, including payment of periodic hosting and maintenance fees

(j) Compliance with all Other Obligations under this Agreement Franchisee must be in compliance with all obligations under this Agreement and the Manuals, including but not limited to obligations relating to vehicle safety and appearance requirements, compliance with applicable law, use of approved products and services and Designated and Approved Suppliers, maintenance, insurance, and sales and advertising requirements

(k) Compliance with Current System Standards Franchisee and/or the proposed new franchisee must agree that it or they will take any action specified by Home Office to make the Franchise Business comply with Home Office's current appearance, equipment, signage, and other requirements for Units Home Office may require that this action be taken before the transfer or that the action be completed within a specified period of time after the transfer (not to exceed 60 days)

(l) Provision of Certain Information to New Franchisee Franchisee must provide the new franchisee with information specified by Home Office, regardless of whether it is required under the purchase agreement between the parties This information may include, but is not limited to, employment and personnel records for existing employees and employee candidates, currently valued loss run reports for the past five policy years for all insurance policies, annual premium amounts for each year for the past five policy years for casualty lines of coverage, total vehicle count for each year for the past five years, and audited payrolls for the past five years Franchisee agrees that Home Office may provide the specified information directly to the new franchisee to the extent that Home Office has that information

(m) Existing Franchisee Prospect If the proposed transferee or an affiliate operates one or more existing Two Men and a Truck franchises, the proposed transferee must provide Home Office with a business plan that describes in substantial detail how the proposed transferee or its affiliate will maintain the operation of the franchise being transferred, while the proposed transferee, its principals, or its affiliates are simultaneously operating the existing franchise or franchises In determining whether to approve a transfer to a proposed transferee that operates or has an affiliate that operates one or more existing Two Men and a Truck franchises, Home Office will consider all aspects of the operation of the existing franchise or franchises, including those items described as good cause for non-renewal in Article V, Section 1 In addition, the proposed transferee must meet Home Office's requirements for franchisees that own and operate (or that together with affiliates of the franchisee own and operate) multiple franchises

(n) Compliance with other Standard Transfer Procedures Franchisee and the proposed transferee must comply with any other standard procedures specified by Home Office

Franchisee agrees that Home Office may, in its sole discretion, provide a proposed transferee with any information in Home Office's possession relating to the Franchise Business, including but not limited to the information described in subsection (k) of this Section, Achievements in Excellence rankings of the Franchise Business, the results of inspections and audits, sales and expense information, information on the number and types of moves, and information relating to customer relations Franchisee agrees to release and hold harmless Home Office from any liabilities, losses or claims relating to or arising from the provision of information to a proposed transferee

3 Transfer to Corporation or Limited Liability Company

If Franchisee is a sole proprietorship or partnership, Home Office hereby expressly consents to the assignment of this Franchise Agreement to a corporation, limited liability company or other generally recognized legal entity formed, operated, and controlled solely by Franchisee to operate the Franchise Business, provided Franchisee complies with the following

(a) Assignment Does Not Affect Liability The assignment does not relieve the original Franchisee(s) of the obligations of the Franchise Agreement

(b) Requirements Regarding Stock Certificates The stock certificates representing shares in the Corporation or other document representing an interest in another generally recognized legal entity must permanently contain the notation described in Section 13 of Article II

4 Adding a Franchisee or a Principal to the Franchise Agreement, Removing a Franchisee or a Principal from the Franchise Agreement

(a) Application and Approval Necessary to Add Franchisee or Principal Franchisee (or a principal of Franchisee in the case where Franchisee is a corporation, limited liability company, or other legal entity other than an individual) may, at any time, request that an applicant be added as an additional Franchisee (or an additional principal of Franchisee in the case where Franchisee is a corporation, limited liability company, or other legal entity other than an individual) If such applicant is approved, the applicant will have the same rights and obligations of the Franchisee (or of the principal of Franchisee in the case where Franchisee is a corporation, limited liability company, or other legal entity other than an individual)

(b) Conditions Necessary for Approval The following requirements must be satisfied prior to the conditional approval of an applicant

(i) each applicant must complete Home Office's written application form, and agree, in writing, that Home Office may perform a credit and background check on the applicant,

(ii) each applicant must complete a written personality profile that Home provides him/her,

(iii) each applicant must visit Home Office, and be interviewed by one or more Home Office personnel,

If Home Office, in its sole discretion, determines that the applicant remains qualified after satisfactory completion of the above requirements, it will grant the applicant conditional approval, which approval will become unconditional after (A) Home Office receives a fee equal to 12½ % of the franchise fee charged to new franchisees at the time of the addition for each conditionally approved applicant, (B) each conditionally approved applicant satisfactorily completes (in Home Office's sole discretion) the training program described in Article I, Section 5, and (C) each applicant signs the Guaranty, Exhibit 3 of the Franchise Agreement, as an additional signatory

(c) Adding Approved Applicant Home Office, in its sole discretion, may require an approved applicant to wait until the renewal date of the Franchise Agreement to be added as a Franchisee (or a principal of Franchisee in the case where Franchisee is a corporation, limited liability company or other legal entity other than an individual)

(d) Removing a Franchisee or Principal from the Franchise Agreement If a Franchisee or a principal of Franchisee requests to be removed from the Franchise Agreement, Home Office will determine, in its sole discretion, whether to grant the request As a condition to granting the request, Home Office may, in its sole discretion, charge an administrative fee

5 Death or Incapacity of Franchisee or Principal

(a) <u>Obtaining Consent to Continue Operating</u> In the case of the death or mental incapacity of Franchisee (or the principal, shareholder, general partner, majority owner, or majority member of Franchisee if Franchisee is a corporation, partnership, limited liability company, or other legal entity), the legal representative or other authorized person controlling the Franchisee's affairs must request, within thirty (30) days of the death or incapacity, Home Office's consent to continue to operate the Franchise Business This consent will not be unreasonably withheld but may be conditioned upon the manager of the Franchise Business having satisfactorily completed the training or otherwise being certified by Home Office as meeting its minimum qualifications

(b) <u>Requirement to Transfer</u> The legal representative or other authorized person must propose, in writing, a transferee of the Franchisee's interest in the franchise that is acceptable to Home Office within one hundred eighty (180) days of the death or incapacity If the legal representative or other authorized person does not propose in writing to Home Office a transferee that is acceptable to Home Office within one hundred eighty (180) days of the death or incapacity, this Franchise Agreement will be subject to termination

6 Right of First Refusal

Franchisee or any principal or other person owning an interest in Franchisee or any legal heir or devisee or legal representative of a deceased or incapacitated Franchisee or person owning an interest in Franchisee must not transfer any interest in Franchisee's franchise or the assets of the franchise without first offering the franchise or assets to Home Office The terms of any offer to Home Office must be the same terms as offered to or by the proposed transferee Franchisee must deliver a copy of the offer to Home Office Franchisee must also deliver copies of all documents to be executed by Franchisee or such other person in conjunction with the proposed transfer and such financial or other information Home Office specifies to reasonably inform Home Office of the financial condition of the Franchise Business Home Office will have thirty (30) days from the date of delivery of the information specified above, to exercise, by written notice to Franchisee, the right to purchase such interest for the price and on the terms specified in the offer Home Office can designate a substitute purchaser provided that Home Office assumes responsibility for the performance of any purchaser it designates If Home Office exercises its right of first refusal, the parties must close the transaction within thirty (30) days of Home Office's notice of election or the date designated in the offer, if later If Home Office does not exercise its right of first refusal, Franchisee may complete the transfer, but only on the same terms and conditions offered to Home Office Any such transfer is subject to Home Office's rights of approval as specified in this Article If the transfer is not completed within sixty (60) days, Home Office will, again, have the right of first refusal to purchase such interest

Notwithstanding anything to the contrary contained in this Section, Home Office will not exercise its right of first refusal so as to become a partial owner of the Franchisee or the Franchise Business operated by the Franchisee

ARTICLE VIII–CONFIDENTIALITY AND NON–COMPETITION

1 Confidential Information

(a) Defining Confidential Information Home Office possesses and will create or acquire in the future, and upon execution of this Agreement Franchisee has the right to possess, certain confidential information ("Confidential Information") relating to developing and operating **TWO MEN AND A TRUCK®** franchise businesses, including (without limitation)

(i) Manuals, training methods, operations methods, techniques, processes, policies, procedures, systems, and data,

(ii) specifications and information about products or services

(iii) marketing techniques, knowledge and experience, and marketing and advertising programs used in developing and operating **TWO MEN AND A TRUCK®** franchise businesses, including (without limitation) websites and social media,

(iv) all information regarding the identities and business transactions of customers and suppliers,

(v) the Automation Systems, computer software, including Movers Who Care® software, and similar technology that is developed by or for Home Office or its agents, which is proprietary to Home Office, including, without limitation, digital passwords and identifications and any source code of, and data, reports, and other printed materials generated by, the software or similar technology,

(vi) knowledge of the operating results and financial performance of Franchisee's **TWO MEN AND A TRUCK®** Franchise Business and of other **TWO MEN AND A TRUCK®** franchise Units,

(vii) all knowledge, information, reports, data, source code, and documents Franchisee acquires or has access to pertaining to services provided by third-party vendors, if any, in connection with any agreements between third-party vendors and Home Office,

(viii) oral or written communications from Home Office to Franchisee relating to the development and operation of the Franchise Business, and

(viii) other property that Home Office describes as being confidential information or trade secrets of the **TWO MEN AND A TRUCK®** franchise system

(b) Ownership and Use of Confidential Information Franchisee acknowledges that Home Office owns the Confidential Information and/or the rights to use the Confidential Information and agrees that Franchisee will not acquire any interest in the Confidential Information, other than the right to use it as Home Office specifies in developing and operating the Franchise Business during the term of this Agreement The Confidential Information or the right to use the Confidential Information is proprietary to Home Office and is disclosed to Franchisee only on the condition that Franchisee agrees that it will

(i) not use the Confidential Information in any other business or capacity,

(ii) keep each item deemed to be part of Confidential Information absolutely confidential, both during this Agreement's term and then thereafter for as long as the item is not generally known in the moving or other relevant industries,

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

(iv) adopt and implement reasonable procedures to prevent unauthorized use or disclosure of Confidential Information, including, without limitation, restricting its disclosure to Franchisee's **TWO MEN AND A TRUCK®** employees and others within the **TWO MEN AND A TRUCK®** franchise system Franchisee will require its employees having access to Confidential Information to sign non-disclosure and/or non-competition agreements in a form approved by Home Office before disclosing Confidential Information to them Home Office has the right to be a third-party beneficiary of those agreements with independent enforcement rights

(c) <u>Development of New Proprietary or Confidential Information</u> All ideas, concepts, techniques, or materials relating to a **TWO MEN AND A TRUCK®** franchise business, whether or not protectable intellectual property and whether created by or for Home Office or by or for Franchisee, must be promptly disclosed to Home Office and will be Home Office's sole and exclusive property, part of the System, and works made-for-hire for Home Office Franchisee hereby assigns ownership of the intellectual property, and all related rights to it, to Home Office to the extent that any intellectual property does not qualify as a "work made-for-hire" for Home Office Franchisee agrees to take whatever action (including signing an assignment or other documents) that Home Office requests to evidence its ownership in the intellectual property

(d) <u>Expiration, Termination or Transfer of Agreement</u> Franchisee agrees that when this Agreement expires, is terminated, or upon the transfer of Franchisee's franchise, Franchisee will immediately cease using any and all of the Confidential Information in any business or otherwise, and return to Home Office all copies of all Confidential Information that Franchisee has in its possession Franchisee acknowledges and agrees that it will be liable to Home Office for any use of the Confidential Information not authorized by this Agreement

2 Exclusive Business, Non-Competition

(a) <u>In-Term Covenant</u> Franchisee acknowledges that Home Office has granted Franchisee the franchise in consideration of and reliance upon Franchisee's agreement to deal exclusively with Home Office Franchisee, therefore, agrees that during the term of this Agreement, Franchisee and its affiliates and the past, present, and future principals, officers, directors, shareholders, members, agents, investors, and Family Members (defined below) of

Franchisee and its affiliates will not directly or indirectly (either as an individual or in partnership or in conjunction with any other person as principal, agent, owner (except ownership of no more than 1% of a publicly traded entity), shareholder, member, director, officer, manager, employee, or in any other capacity whatsoever) carry on, be engaged in, or be concerned with, or interested in, or advise, lend money to, finance in any manner (including seller financing), lease real or personal property to, consult with, guarantee the debts or obligations of, or be employed by any person engaged in or concerned with or interested in any business that is involved, in whole or in part, in a Competitive Business (defined below) (except other Two Men and a Truck businesses operated under franchise agreements entered into with Home Office)

(b) <u>Post-Term Covenant</u> Franchisee agrees that on termination (including termination on transfer), expiration, or non-renewal of this Agreement, Franchisee and its affiliates and the past, present, and future principals, officers, directors, shareholders, members, agents, investors, and Family Members (defined below) of Franchisee and its affiliates will not, for a period of three years commencing on the later of the date of termination, expiration, or non-renewal, or the date that the prohibited conduct ceases, directly or indirectly (either as an individual or in partnership or in conjunction with any other person as principal, agent, owner (except ownership of no more than 1% of a publicly traded entity), shareholder, member, director, officer, manager, employee, or in any other capacity whatsoever) carry on, be engaged in, or be concerned with, or interested in, or advise, lend money to, finance in any manner (including seller financing), lease real or personal property to, consult with, guarantee the debts or obligations of, or be employed by any person engaged in or concerned with or interested in any business that is involved, in whole or in part, in a Competitive Business within the Geographic Areas (defined below) (except other Two Men and a Truck businesses operated under franchise agreements entered into with Home Office)

(c) <u>Other Restrictions</u> Franchisee, and its affiliates and the past, present, and future principals, officers, directors, shareholders, members, agents, investors, and Family Members of Franchisee and its affiliates must not, during the term of this Agreement and for a period of three years after termination, expiration or non-renewal of this Agreement, directly or indirectly (a) divert or attempt to divert any business or customer of the Franchise Business or any other Unit to any Competitive Business by direct or indirect inducements or otherwise, (b) employ or seek to employ any person who was, at the time, employed by Home Office or its affiliates or by another Unit, or directly or indirectly induce any person to leave their employment with Home Office or its affiliates or with another Unit, (c) sponsor, appoint or encourage or influence or promote friends, relatives or associates to operate a Competitive Business, (d) employ any person or furnish or permit access to Home Office's Confidential Information or proprietary information to any person who is engaged or has arranged to become engaged in Competitive Business or in any business or entity that franchises, licenses or otherwise grants to others the right to operate a Competitive Business, or (e) engage in any other activity that may injure the goodwill of the Marks or System

(d) <u>Definitions</u>

(i) "Competitive Business" means (a) a business that is identical to or similar to a business using the System, (b) any moving, storage (including warehouse and portable container storage), packing, unpacking, or similar business, but not a warehouse storage business located off site of a moving business location, or (c) a business or entity that franchises, licenses, or otherwise grants to others the right to operate a described in subsections (a) and (b) of this paragraph

(ii) "Geographic Areas" means (a) the Marketing Area or the area within 20 miles of the Marketing Area, and (b) the marketing area of any other **TWO MEN AND A TRUCK®** business or the area within 20 miles of the marketing area of any other **TWO MEN AND A TRUCK®** business existing or planned at the time Franchisee is terminated, transferred, or otherwise leaves the franchise system

(iii) "Family Members" means all individuals with any of the following relationships with the Franchisee or its affiliates or any of its shareholders, officers, directors, partners, members, owners or investors of Franchisee or any of its affiliates (a) spouse, (b) children, (c) grandchildren, (d) stepchildren, (e) parents, (f) siblings, (g) spouse's parents, and (h) spouse's siblings

(e) Acknowledgements and Agreements relating to Relating to Restrictions Franchisee acknowledges and agrees that the length of the post-term restrictions and the geographical restrictions contained in this Section are fair and reasonable The parties have attempted to limit Franchisee's right to compete only to the extent necessary to protect the reasonable competitive business interests of Home Office and its franchisees If the above restrictions or any part of these restrictions are invalid, this Section will be considered as imposing the maximum restrictions allowed under the applicable state law in place of the invalid restriction or part of the restriction In addition, Home Office reserves the right to reduce the scope of these provisions without Franchisee's consent, at any time, effective immediately on notice to Franchisee

ARTICLE IX--RELATIONSHIP OF PARTIES, INDEMNIFICATION

1 Independent Contractor

Franchisee is an independent contractor and nothing in this Agreement will be construed so as to create an agency or an employment relationship, a partnership or a joint venture between the parties Neither party can act or has the authority to act as agent for the other and neither Franchisee nor Home Office can guarantee the obligations of the other or in any way become obligated for the debts or expenses of the other unless agreed to in writing Franchisee is not and cannot hold itself out as being an agent or employee of, or a partner or joint venture with Home Office

2 Separate Identification of Business

Franchisee must identify the Franchise Business as a separate business by filing an assumed name certificate or other documentation as appropriate in the state and/or county of location of the Franchise Business Franchisee must display such signs, notices, or plaques as Home Office specifies to identify the separate ownership of the Franchise Business

3 No Liability for Acts of Other Party

Home Office and Franchisee may not make any express or implied agreements, warranties, guarantees, or representations, or incur any debt, in the name or on behalf of the other or represent that their relationship is other than franchisor and franchisee Home Office will not be obligated for any damages to any person or property directly or indirectly arising out of Franchisee's operation of the Franchise Business

4 Taxes

Franchisee must pay, when due, all taxes of every kind applicable to the Franchise Business or the income of the Franchise Business, including all local, state or federal taxes Home Office has no liability for any sales, use, service, occupation, excise, gross receipts, income, property, or other taxes, whether levied upon Franchisee or its principals or the Franchise Business, due to the business Franchisee conducts (except for Home Office's income taxes Franchisee is responsible for paying these taxes and must reimburse Home Office for any taxes that Home Office must pay to any federal, state or local taxing authority on account of either Franchisee's operation or payments that Franchisee makes to Home Office Franchisee acknowledges that its tax liability may include taxes on interstate moves that may be imposed by states other than the state in which Franchisee is located Franchisee is solely responsible for complying with all local, state, and federal tax laws and should consult with its legal and tax advisors regarding potential tax liabilities

5 Indemnification

Franchisee is responsible for all losses or damages from contractual liabilities to third persons from the possession, ownership and operation of the Franchise Business and all claims or demands for damages to property or for injury, illness or death of persons directly or indirectly arising out of, or in connection with, possession, ownership or operation of the Franchise Business or the actions or omissions of Franchisee and Franchisee's employees Franchisee must indemnify, hold harmless, and at Home Office's request, defend Home Office, Home Office s affiliates, franchisees, and licensees, and their officers, directors, employees, and agents, from all fines, charges, suits, proceedings, claims, demands, damages, liabilities, costs, and settlements with customers and/or others, including the payment of reasonable attorney's fees, arising out of any action and/or inaction of Franchisee and Franchisee's employees and/or any lawsuit, proceeding of any kind or nature and/or settlement negotiations that relate in any way to the Franchise Business This indemnity obligation will continue in full effect even after the expiration, transfer or termination of this Agreement Home Office s right to indemnity under this Agreement will arise and be valid notwithstanding that joint or concurrent liability may be imposed on Home Office by statute, ordinance, regulation or other law

ARTICLE X--LAW AND JURISDICTION, INJUNCTIVE RELIEF, NO CLASS ACTION OR CONSOLIDATION

1 Michigan Law and Jurisdiction

This Agreement and its construction and any other disputes between or among the parties will be governed by the laws of the State of Michigan (without reference to the conflicts of laws provisions) Nothing in this Section is intended by the parties to subject this Agreement to any franchise or similar law, rule, or regulation of the State of Michigan to which it would not otherwise be subject Unless otherwise precluded by law, any legal proceedings between the parties must be brought and conducted only in a State or Federal Court in the State of Michigan located in the County in which Home Office's principal office is located and Franchisee consents to those Courts having personal jurisdiction of Franchisee

2 Injunctive Relief

Home Office has the right, without the posting of any bond or security and without the need to prove irreparable injury, to obtain specific enforcement of the terms of this Agreement from a court of competent jurisdiction, by temporary and/or permanent injunctions or other similar equitable relief Specifically, Home Office has the right to obtain such relief to prevent Franchisee from engaging in any act that would cause irreparable harm to Home Office Franchisee acknowledges and agrees that the following acts would cause irreparable harm to Home Office

(a) Abusing or violating any of the rights licensed by this Agreement,

(b) Engaging in competitive operations in violation of the in-term and/or post–term covenants set forth in Section 2 of Article VIII,

(c) Disclosing to another person or using in a Competitive Business, Home Office's trade secrets or Confidential Information,

(d) Transferring or assigning this Agreement without complying with the terms of this Agreement,

(e) Engaging in acts or practices in violation of applicable laws and regulations or which are fraudulent, dishonest or create health or other hazards to the public,

(f) Significantly impairing the goodwill associated with the Marks or System, or

(g) Continuing to operate the Franchise Business or other business using any of the Marks or System after this Agreement has terminated or expired

Home Office's rights to apply for injunctive relief are in addition to all other remedies available to Home Office under applicable law

3 No Class Action or Consolidation

The parties agree that any suit, action, arbitration, litigation, or other legal proceeding will only be conducted on an individual basis and not on a class-wide, multiple-plaintiff, consolidated, or similar basis The parties waive, to the fullest extent allowed by law, any right to pursue or participate as a plaintiff or a class member in any claim on a class-wide, multiple-plaintiff, consolidated, or similar basis or in a representative capacity

ARTICLE XI--OTHER PROVISIONS

1 Home Office's Right to Exercise its Business Judgment

Home Office has the right to operate, develop, and change the System in any manner that is not specifically prohibited by this Agreement Whenever Home Office has reserved in this Agreement a right to take or to withhold an action, or to grant or decline to grant Franchisee a right to take or omit an action, Home Office may, except as otherwise specifically provided in this Agreement, make its decision or exercise its rights based on information readily available to it Franchisee acknowledges that Home Office may make its decision of what is in its and/or the franchise system's best interests without regard to whether Home Office could have made other reasonable or even arguably preferable alternative decisions

2 Modification of System, Uniformity

Because complete and detailed uniformity under many varying conditions is not generally possible or practical, Franchisee acknowledges that Home Office specifically reserves the right, in its sole discretion, to vary the System standards for any franchisee based upon the peculiarities of any condition or factors that Home Office considers important to that franchisee's successful operation Franchisee also acknowledges and agrees that Home Office may impose requirements on Franchisee relating to aspects of the development and operation of the Franchise Business that may not be uniformly imposed on all franchisees These aspects may include training, equipment, reporting, sales and marketing, number and type of employees, participation in Home Office programs, operational, and other requirements The differences in requirements may be based on the franchisee's experience, the demographics of the marketing area, the density of the population, whether the area is a metro area, and other reasonable factors as determined by Home Office Franchisee has no right to require Home Office to grant it a similar variation or accommodation Franchisee acknowledges that some present franchisees of Home Office may operate under different forms of franchise agreements and, consequently, that Home Office's obligations and rights with respect to its various franchisees may differ materially in certain circumstances

3 Waiver of Obligations

No delay or omission to exercise a right, power, or remedy accruing to one party on any breach or default will impair any such right power, or remedy of such party, and it will not be construed to be a waiver of any breach or default, or an acquiescence therein, or in any similar breach or default thereafter occurring, nor will any waiver of any single breach or default be deemed a waiver of any other breach or default occurring before or after that waiver Home Office's waiver, permit, consent, or approval of any kind or character of any breach or default under this Agreement or of any provision or condition of this Agreement must be in writing and will be effective only to the extent specifically allowed by that writing

4 Force Majeure

Neither Home Office nor Franchisee will be liable for loss or damage to the other or be in breach of this Agreement if Home Office's or Franchisee's failure to perform their respective obligations results from (a) compliance with the orders, requests, regulations, or recommendations of any federal, state, or municipal government, (b) acts of God, (c) fires, strikes, embargoes, war, acts of terrorism or similar events, or riot, or (d) any other similar event or cause Any delay resulting from any of these causes will extend performance accordingly or excuse performance, in whole or in part, as may be reasonable, except that these causes will not excuse payments of amounts owed at the time of the occurrence or payment of royalties, advertising fees, or other amounts due Home Office

5 Cumulative Remedies

All remedies under this Agreement or otherwise provided by law or equity will be cumulative and not alternative

6 Jury Waiver, Time Period for Bringing Claims, Limitation of Damages

HOME OFFICE AND FRANCHISEE IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF THEM AGAINST THE OTHER, WHETHER OR NOT THERE ARE OTHER PARTIES IN SUCH ACTION OR PROCEEDING, EXCEPT AS OTHERWISE PROHIBITED BY LAW

ALL CLAIMS ARISING UNDER THIS AGREEMENT OR FROM THE RELATIONSHIP BETWEEN THE PARTIES ARE BARRED UNLESS AN ACTION IS FILED AND TIMELY SERVED ON THE OPPOSING PARTY WITHIN ONE YEAR FROM THE DATE THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE FACTS CREATING THE CLAIM, EXCEPT TO THE EXTENT ANY APPLICABLE LAW OR STATUTE PROVIDES FOR A SHORTER PERIOD OF TIME TO BRING A CLAIM OR AS OTHERWISE REQUIRED BY LAW IF A STATUTE BARS THE LIMITATION SET FORTH IN THIS PARAGRAPH FOR ANY PARTY, THEN EACH PARTY TO THIS AGREEMENT SHALL HAVE THE SAME PERIOD OF TIME TO BRING AN ACTION AGAINST AN OPPOSING PARTY AS THE LAW PERMITS

FRANCHISEE WAIVES ANY SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES AGAINST HOME OFFICE AND AGREES THAT IN THE EVENT OF A DISPUTE BETWEEN THEM, FRANCHISEE WILL BE LIMITED TO THE RECOVERY OF ANY ACTUAL DAMAGES SUSTAINED BY FRANCHISEE

7 Costs and Attorney's Fees

If Home Office incurs costs and expenses due to Franchisee's failure to pay when due amounts owed to Home Office, to submit when due any reports, information, or supporting records, or to otherwise comply with this Agreement, Franchisee agrees, whether or not Home Office initiates a formal legal proceeding, to reimburse Home Office for all of Home Office s costs and expenses incurred, including, without limitation, reasonable accounting and attorney's fees and related fees

8 Notices

Any notice or demand given or made pursuant to the terms of this Agreement must be personally served or sent by registered or certified mail to the address designated below or such other address as may be designated by notice pursuant to this Section

If Notice to Home Office Jeff Wesley, Chief Executive Officer
Randy Shacka, President
TWO MEN AND A TRUCK®/INTERNATIONAL, Inc
3400 Belle Chase Way
Lansing, MI 48911-4251

If Notice to Franchisee

Any notice sent by mail pursuant to this Section is effective upon mailing

9 Public Offerings

Despite any other provisions in this Agreement, Franchisee and its principals may not, without Home Office's prior written consent (which Home Office may grant or withhold for any or no reason), attempt to raise or secure funds by selling or offering to sell any ownership interest in Franchisee (including, without limitation, common or preferred stock, bonds, debentures, membership interests, or general or limited partnership interests) in a public offering for which a registration statement must be filed with the Securities Exchange Commission or with any similar state regulatory authority having jurisdiction over the sale of securities where registration is required as a condition of the sale of securities in that state

10 Franchisee

The term "Franchisee" includes all persons who succeed to the interest of the original Franchisee by transfer or operation of law and will be deemed to include not only the individual or entity defined as "Franchisee' in the introductory paragraph of this Agreement, but shall also include all partners, shareholders, officers, directors, or owners of the entity that sign this Agreement or any Exhibit to this Agreement, if the Franchisee is other than an individual Each such person acknowledges and accepts the duties and obligations imposed by the terms of this Agreement upon him/her/it individually If the Franchisee is two or more persons, the covenants on the part of the Franchisee will be joint and severable covenants of those persons

11 Affiliate Definition

The term "affiliate" or "affiliates" when used in reference to Franchisee includes, but is not limited to, all persons who are related to the Franchisee (including but not limited to Franchisee's spouse), principals, owners, officers, directors, shareholders, members of limited liability companies, partners, employees, guarantors, parent companies, sister companies and subsidiaries An entity is affiliated with Franchisee when the entity controls, is controlled by or under common control with Franchisee or any other affiliate as defined in this Section The term "affiliate" or "affiliates" when used in reference to Home Office means any entity that controls, is controlled by or under common control with Home Office

12 Appraisal Method

If a value is to be determined by appraisal as referred to in Article VI, Section 5, the following method will be used to determine the appraised value If the parties are able to agree on an independent appraiser, that appraiser will determine the applicable value and his or her determination will be binding on the parties If the parties are not able to agree on an independent appraiser within 15 days of the event triggering the appraisal, each party will select an independent appraiser qualified or certified to make the appraisal The independent appraisers chosen will then select a third independent appraiser The decision of the majority of the appraisers chosen will determine the applicable value and that determination will be binding on the parties Home Office and Franchisee agree to select their respective appraisers within 15 days after the event triggering the appraisal and the two appraisers chosen are obligated to appoint the third appraiser within 15 days after the date on which the last of the two party-appointed appraisers is appointed Home Office and Franchisee will bear the cost of their own appraisers and share equally the reasonable fees and expenses of the third appraiser The parties will take reasonable actions to cause the appraiser or appraisers to complete his or her or their appraisal within 30 days after the appointment of the sole appraiser or the appointment of the third appraiser, as applicable

13 Time is of the Essence

Time is of the essence as to all of the provisions of this Agreement, including but not limited to the payment of monies and the opening of the Franchise Business

14 Entire Agreement, Modifications to Agreement

This Agreement and all exhibits and other documents attached to this Agreement are incorporated in this Agreement by reference, and constitute the full and entire agreement between the parties This Agreement supersedes all previous representations, inducement, agreements or understandings between the parties and such previous representations, inducements, agreements and/or understandings, if any, are merged into this Agreement and superseded by this Agreement No officer or employee or agent of Home Office has any authority to make any representation, inducement, or promise not contained in this Agreement or related agreements, or in any Disclosure Document for prospective franchisees required by applicable law, and Franchisee agrees that it has executed this Agreement without reliance upon any such representation or promise This Agreement cannot be amended or modified other than by an agreement in writing executed by both parties, except as provided in Article XI, Section 20 and except by Home Office amending its policies or Manuals or as otherwise specifically provided for in this Agreement

15 Severability and Substitution of Valid Provisions

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

16 Binding Effect

This Agreement is binding upon Home Office and Franchisee and their respective executors, administrators, heirs, beneficiaries, permitted assigns, and successors in interest

17 Section Headings, Pronouns and Plurals

Article or Section headings are for reference purposes only and do not in any way modify or limit the statements contained in any Article or Section All words in this Agreement are deemed to include any number or gender as the context or sense of this Agreement requires

18 Risk of Operation, Representations

Franchisee recognizes the uncertainties inherent in all business ventures Franchisee agrees and acknowledges that, except as specifically set forth in this Agreement and in Home Office's Disclosure Document, no representations or warranties, express or implied, have been made to Franchisee, either by Home Office or anyone acting on its behalf or purporting to represent it, including but not limited to representations or warranties as to the prospects for successful operations, the level of business, profits, costs, or expenses that Franchisee might reasonably expect, the desirability, profitability, or expected traffic volume or profit, costs, or expenses of the Unit franchised by this Agreement Franchisee acknowledges that all such factors are necessarily dependent upon variables beyond Home Office's control including, without limitation, the ability, motivation, and amount and quality of effort expended by Franchisee Franchisee further acknowledges that neither Home Office's sales personnel nor any employee, officer, or director of Home Office is authorized to make any claims or statements as to the earnings, sales, profits, costs, expenses, prospects, or chances of success that any franchisee can expect or that present or past franchisees have had, except as may be set forth in Home Office's Disclosure Document Franchisee agrees that it has not relied on and that Home Office will not be bound by allegations of any representations as to earnings, sales, profits, costs, expenses, prospects, or chances of success

19 Franchisee's Investigation

Franchisee acknowledges that it has conducted an independent investigation of the business licensed by this Agreement and that it has had an adequate opportunity to be advised by advisors of its own choosing regarding all pertinent aspects of this Agreement and the franchise relation created by it

20 Amendment of Prior Agreements

In order to obtain uniformity and quality of operation, performance, dispute resolution and other matters, Home Office amends its standard Franchise Agreement from time to time As a result, this Agreement may be different than other franchise agreements Franchisee may have signed in the past and may contain revised provisions regarding modifications to the System, manner of payment of fees and late fees, minimum performance requirements, duties of franchisee, protection of trademarks, status and protection of Manuals and confidential information, advertising, insurance, accounting and records, transfers, default and termination, obligations on termination, franchisee covenants, taxes, indemnification, approvals and waivers, notices, construction of agreement, applicable law and/or other matters To cooperate with Home Office in the achievement of these goals and as a condition of the grant of an additional franchise, Franchisee agrees that all of Franchisee's existing franchise agreements with Home Office and all existing franchise agreements between any affiliate of Franchisee and Home Office are amended to include all the provisions of this Agreement (if the existing franchise agreements do not already include these provisions), which will replace any provisions in the existing franchise agreements that are inconsistent with the provisions of this Agreement, provided that, the following provisions of the existing franchise agreements will not be changed by the signing of this Agreement (a) the Marketing Area designated in each of the existing franchise agreements (although the right of Home Office to change the Marketing Areas based on certain circumstances may be affected), (b) the amount of royalty payable under each of the existing franchise agreement, and (c) the length of the term of each of the existing franchise agreements **FRANCHISEE ACKNOWLEDGES AND UNDERSTANDS THAT THIS SECTION AMENDS ALL OF FRANCHISEE'S (AND ITS AFFILIATES') EXISTING FRANCHISE AGREEMENTS WITH HOME OFFICE AND THAT ANY SUCH AMENDMENT WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT**

21 Home Office's Reliance

Franchisee recognizes that Home Office has entered into this Agreement in reliance upon and in recognition of the fact that Franchisee will have full responsibility for the management and operation of the business licensed by this Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the ____ day of___________, 20__

In the presence of **TWO MEN AND A TRUCK®/INTERNATIONAL, Inc**

_____________________ By ______________________________
Randy Shacka, President

In the presence of Franchisee Name

_____________________ By ______________________________
Name, Title

EXHIBIT 1--SPECIFICS

TWO MEN AND A TRUCK® /INTERNATIONAL, Inc
FRANCHISE AGREEMENT

Franchisee's Name ________________________ Date __________

A (Article I, Section 1) –
Description of Marketing Area

In the event that any of the above listed zip codes are subdivided by the United States Postal Service during the term of this Agreement and new zip codes are created, Home Office reserves the right to determine whether the new zip codes will become part of the Marketing Area

B (Article I, Section 1) –

The proposed initial Franchise Location for the Franchise Business is

C (Article III, Section 7)-

The permitted "doing business as" name is **TWO MEN AND A TRUCK®** ____________ (City) or **TWO MEN AND A TRUCK®** #____

D (Article IV, Section 1) –

The franchise fee is $50,000 unless otherwise stated

This exhibit is signed on this ___ day of ____________, 20__

____
Franchisee's Corporate or Business name

By _____________________________
Name
Title

TWO MEN AND A TRUCK®/INTERNATIONAL, Inc

By ______________________________
Randy Shacka, President

EXHIBIT 2--OBLIGATIONS AND REPRESENTATIONS OF INDIVIDUAL INTERESTED PARTIES

This is an attachment to the Franchise Agreement between **TWO MEN AND A TRUCK®/INTERNATIONAL, Inc** ("Home Office") and the Franchisee named below dated ____________________, 20____ ("Franchise Agreement") All capitalized terms not defined in this Exhibit will have the same meaning ascribed to them in the Franchise Agreement

Each of the individuals signing below (each an "Interested Party") is directly or indirectly beneficially interested in the Franchise Business as a shareholder, partner, member, owner and/or investor of Franchisee As such, each Interested Party hereby agrees to and shall be jointly, severally, and personally bound by all the terms and provisions of the Franchise Agreement, other than those requiring the payment of money by Franchisee, to the same extent and in the same manner as Franchisee is bound, including but not limited to the confidentiality covenants, the non-competition covenants, the non-solicitation covenants, and all other restrictive covenants set forth in the Franchise Agreement, whether or not Interested Party's status as a shareholder, partner, member, owner, and/or investor of Franchisee may change or cease during or after the term of the Franchise Agreement This document will not impair any separate instrument of guaranty that any Interested Party signing below has executed or may execute in the future

Each Interested Party represents that the Interested Parties identified below constitute all the owners of a beneficial interest in Franchisee Each Interested Party acknowledges and agrees that any change in the ownership of Franchisee represented below is subject to the transfer provisions of Article VII of the Franchise Agreement and requires prior notice and approval from Home Office

Each Interested Party signing below represents and warrants to Home Office that the following is correct and true

Legal Name of Franchisee ______________________________________

Type of Entity and State of Organization (sole proprietorship, corporation, partnership, limited liability company, etc) ______________________________________

____

d/b/a (if applicable) ______________________________________

Address of Franchisee ______________________________________

____

Business Telephone ______________________________________

Name, Address, Phone No , Title and % of Ownership of each Interested Party

Name ______________________________________
Address ______________________________________
Telephone ______________________________________
Title ____________________________ % Ownership ____________

Name ________________________________
Address ________________________________
Telephone ________________________________
Title ____________________ % Ownership__________

Name ________________________________
Address ________________________________
Telephone ________________________________
Title ____________________ % Ownership__________

(Attach additional sheets if necessary)

Acknowledged and Agreed by Each Undersigned Interested Party

/S/________________________________ Dated ______________

____
(Print Name Above)

/S/________________________________ Dated ______________

____
(Print Name Above)

/S/________________________________ Dated ______________

____
(Print Name Above)

EXHIBIT 3--GUARANTY

(To be signed by the shareholders, members, officers, directors or representatives of Franchisee if Franchisee is a corporation partnership or other limited liability entity and by affiliates of Franchisee involved with or that provide assets or services to the Franchise Business)

The persons signing below (each a "Guarantor"), in order to induce **TWO MEN AND A TRUCK®/INTERNATIONAL, Inc** ("Home Office") to enter into a Franchise Agreement and related agreements of which this is a part with the Franchisee identified in the Franchise Agreement ("Franchisee"), unconditionally, jointly and severally

1 guaranty to Home Office, its successors and assigns, the prompt and full payment and performance of all obligations of the Franchisee to Home Office including, without limitation, all obligations arising out of the Franchise Agreement or any other agreement between the parties, such as leases, subleases, notes, or security agreements, or out of purchases on open account, all without Home Office first having to proceed against Franchisee or otherwise enforce or commence to enforce payment of those obligations,

2 agree to pay to Home Office all costs and expenses, including reasonable attorney fees, incurred in enforcing this Guaranty,

3 waive acceptance of this Guaranty by Home Office and waive presentment, demand for payment, protest, notice of dishonor, and any other notice or demand of any kind and the necessity of Home Office instituting legal proceedings against the Franchisee,

4 consent that Home Office will have the right, without notice, to deal in any way at any time with Franchisee or any other guarantor, or to grant any such party any extensions of time for payment of any indebtedness, or to sell, release, surrender, exchange, substitute, settle, compromise, waive, subordinate, or modify, with or without consideration and on such terms and conditions as may be acceptable to Home Office, any and all collateral, security, guaranties, obligations, indebtedness, liabilities, notes, instruments, or other evidence of indebtedness concerning which payment is guaranteed hereby, or grant any other indulgences or forebearances whatever, without in any way affecting Guarantor's liabilities under this Guaranty,

5 agree that any indebtedness by the Franchisee to Guarantor, for any reason, currently existing, or which might arise after this Guaranty, will at all times be inferior and subordinate to any indebtedness owed by the Franchisee to Home Office,

6 agree that as long as the Franchisee owes any monies to Home Office (other than payments that are not past due) the Franchisee will not pay and Guarantor will not accept payment of any part of any indebtedness owed by the Franchisee to Guarantor, either directly or indirectly, without the consent of Home Office,

7 agree that the liability of Guarantor is independent of any other guaranties at any time in effect with respect to all or any part of Franchisee's indebtedness to Home Office, and that the liability created hereby may be enforced regardless of the existence of any other guaranties,

8 agree that this Guaranty will be binding on the heirs, devisees, successors and assigns of Guarantor and will inure to the benefit of Home Office's successor and assigns,

9 agree that the obligations of the Guarantors under this Guaranty (if there is more than one Guarantor) are joint and several,

10 agree that this Guaranty will be governed by and construed and enforced in accordance with the laws of the State of Michigan (without reference to the conflict of laws provisions) Guarantor irrevocably submits to the jurisdiction of the State or Federal Courts in the county in which Home Office's principal office is located and waives all questions or personal jurisdiction and venue for the purpose of carrying out this provision Venue for any proceeding relating to or arising out of this Guaranty will be the State or Federal Counts in the County in which Home Office's principal office is located, provided, however, with respect to any action that includes injunctive relief of other extraordinary relief, Home Office may bring such action in any Court in any state that has jurisdiction , and

11 GUARANTOR AND HOME OFFICE ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS GUARANTY OR THE INDEBTEDNESS COVERED BY THIS GUARANTY

(Individual Guarantors)

Dated ______________ ____________________________
GUARANTOR

Dated ______________ ____________________________
GUARANTOR

____
Entity Guarantor

Dated ______________ By ____________________________

Its ____________________________

EXHIBIT 4--ASSIGNMENT OF TELEPHONE NUMBERS AND INTERNET TOOLS

TWO MEN AND A TRUCK®/INTERNATIONAL, Inc

This Assignment is made between **TWO MEN AND A TRUCK®/INTERNATIONAL, Inc** of 3400 Belle Chase Way, Lansing, Michigan 48911-4251 ("Home Office") and ______________________________, whose address is ____ ("Franchisee")

1 Introduction Franchisee has obtained a license from Home Office for the operation of a business using Home Office's **TWO MEN AND A TRUCK®** franchise business system ("System"), which business Franchisee acquired by signing a Franchise Agreement dated ______________ (the "Franchise Agreement") In consideration of Home Office granting the license to Franchisee, Franchisee has agreed to assign all Telephone Numbers and Internet Tools (as defined below) that are associated with Franchisee's **TWO MEN AND A TRUCK®** franchise business (the "Franchise Business") and/or the System to Home Office For purposes of this Agreement, "Telephone Numbers" includes all telephone numbers used in connection with the Franchise Business, including in connection with advertising and marketing for the Franchise Business For purposes of this Agreement, ' Internet Tools" means Internet domain names, email addresses, websites, social media accounts (such as Facebook, LinkedIn, Twitter, YouTube), blogs, vlogs (social videos), online social networks, wikis, forums, content sharing communities, and other Internet tools used in connection with the Franchise Business, including in connection with advertising and marketing for the Franchise Business

2 Assignment of Telephone Numbers/Power of Attorney Franchisee assigns all Telephone Numbers to Home Office or its successor or assign Franchisee hereby appoints an officer of Home Office as Franchisee's attorney-in-fact to transfer the Telephone Numbers to Home Office and to sign, on behalf of Franchisee, all documents necessary to accomplish the transfer

3 Assignment of Internet Tools/Power of Attorney Franchisee assigns all Internet Tools to Home Office or its successor or assign Franchisee also hereby appoints an officer of Home Office as Franchisee s attorney-in-fact to transfer the Internet Tools to Home Office and to sign, on behalf of Franchisee, all documents necessary to accomplish the transfer

4 Limited License, Responsibility for Costs Home Office grants Franchisee a limited license to use the Telephone Numbers and Internet Tools in connection with the Franchise Business only during the term of the Franchise Agreement and only as long as Franchisee complies with the policies and procedures specified by Home Office On the expiration without renewal or termination of the Franchise Agreement, this limited license will terminate and Franchisee must cease all use of the Telephone Numbers and Internet Tools On the termination of this license, Franchisee must cooperate with Home Office and provide any authorizations as may be necessary for Home Office to assert its rights in the Telephone Numbers and Internet Tools While this limited license is in effect, Franchisee is responsible for all costs associated with the Telephone Numbers and Internet Tools and, unless otherwise

specified by Home Office, must pay those costs directly to the providers of the Telephone Numbers and Internet Tools

5 Access to Telephone Numbers and Internet Tools Home Office will have the right to access all accounts relating to the Telephone Numbers and Internet Tools Franchisee must provide to Home Office all information necessary to allow Home Office to access those accounts, including usernames, passwords, security codes, and all changes to any of that information

6 Consent Franchisee hereby consents and authorizes any and all telephone companies, telephone directory services, Internet companies and other public or private businesses using, authorizing or providing any of the Telephone Numbers and Internet Tools to immediately recognize this Assignment upon receipt of written notice from Home Office Franchisee agrees that a copy of this Assignment, certified by an officer of Home Office, will be as valid and binding as the original

7 Notices Home Office may give notice of its acceptance of the Assignment of the Telephone Numbers and Internet Tools by sending written notice by first class mail and certified or registered mail with postage fully paid and depositing them in the United States Mails Notices may be sent in accordance with this Section to Franchisee and to all telephone companies, Internet companies and other businesses that are to recognize the Assignment All notices to the Franchisee must be addressed to the address indicated above, or to any subsequent address of which Home Office receives written notice Any notice delivered by mail in the manner set forth in this Section will be deemed delivered and received three days after mailing

8 Miscellaneous If any part of this Agreement is found to be unenforceable, such findings will not invalidate the other parts of this Agreement This Agreement expresses the entire understanding of the parties with respect to the subject matter herein This Agreement will be construed in accordance with the laws of the State of Michigan, and will be deemed to have been made in the State of Michigan This Agreement may not be changed orally, but only by an agreement in writing and signed by the party against whom enforcement of any change is sought

Signed and effective this ____ day of ________________, 20__

TWO MEN AND A TRUCK® /INTERNATIONAL, Inc

____
(Franchisee)

By _______________________
Randy Shacka, President

By _______________________
Its

EXHIBIT 5--SOFTWARE LICENSE ADDENDUM

TWO MEN AND A TRUCK®/INTERNATIONAL, Inc, a Michigan corporation, has its principal office at 3400 Belle Chase Way, Lansing, MI 48911-4251 ("Home Office") and hereby grants this computer software license ("License") to ______________________________ with offices at ______________________________ ("Franchisee"), upon the terms set forth in this Agreement and subject to all the terms of the **TWO MEN AND A TRUCK®** Franchise Agreement between Home Office and Franchisee dated ____________________ ("Franchise Agreement")

1 **License Grant** Home Office grants to Franchisee a non-exclusive license "License') to access and use the Movers Who Care® Software and any other software or access to the computer and/or automation systems Home Office may make available for use within the **TWO MEN AND A TRUCK®** franchise system ("Product") and all subsequent upgrades, so long as this Agreement remains in effect This License does not extend to other parties, even if they use the same computer equipment

2 **Title** Home Office has ownership of and will maintain title to the Product

3 **Term** This License shall run for the term of the Franchise Agreement unless (a) written notice to the contrary is given by Home Office, or (b) this License is terminated as provided in this Agreement

4 **Payment for Use and Maintenance of Product** During the term of this Agreement and upon commencing its **TWO MEN AND A TRUCK®** franchise business, Franchisee must pay Home Office a monthly Technology and Support Fee as described in the Franchise Agreement, or if the amount is not explicitly stated in the Franchise Agreement, in an amount described in this Agreement or, if not explicitly stated in this Agreement, an amount as stated on Home Office's fee schedule Failure to make any payments due under this Agreement and/or the Franchise Agreement will constitute a material breach of this Agreement and the Franchise Agreement, and entitle Home Office to the rights and remedies described in paragraph 12

5 **Maintenance** Home Office or its agent will be responsible for maintaining the Product Franchisee is required to maintain, at its expense, telephone and/or broadband lines for simultaneous voice and Internet connections with Home Office The technical support Home Office provides will include responses to questions related to the use of the Product, assistance in installing and using the Product and assistance in installing and using any Product upgrades offered Home Office will not provide support for the computer equipment, third-party software products, non-current versions of the Product, or general operating systems

6 **Training** Home Office will provide initial training in the use of the Product for Franchisee's employees, either at Home Office's offices or over the telephone Home Office or an agent designated by Home Office may provide additional training Franchisee requests provided Franchisee pays all the expenses for such training

7 **Making Copies and Other Manipulation of the Product** Franchisee must not copy, disassemble, decompile, or otherwise reverse-engineer the Product in whole or in part, nor permit other persons or entities to do so Franchisee agrees not to create derivative works from the Product, or use or attempt to obtain any techniques, algorithms, processes, trade secrets, or proprietary information contained in the Product

8 **Protection of Product** Franchisee agrees not to make available to any party the Product or any of its parts Franchisee agrees to take appropriate action with its employees and any other parties with access to the Product to obtain assurances of non-disclosure consistent with this Agreement Franchisee recognizes that the Product is Home Office copyrighted property and represents a large investment of human and financial resources of Home Office, is a trade secret of Home Office, and contains confidential information Franchisee agrees to keep the Product, and all related materials, confidential Franchisee will use its best efforts, including any reasonable security precautions as Home Office may request, to insure that the proprietary rights of Home Office are preserved to the fullest extent possible under the law In addition to the rights described under paragraph 12 of this Agreement, Home Office can seek appropriate injunctive relief in connection with any violation of its copyrighted materials or trade secrets, and can bring an action at law where appropriate

9 **Assignment, Transfer and Sub-Licensing** This License cannot be assigned or sub-licensed by Franchisee to any other person or entity, unless written authorization is given by Home Office's President to do so Franchisee cannot rent, lease, transfer, network, reproduce, display, or otherwise distribute the Product except as specifically provided in this License Franchisee understands that unauthorized reproduction of copies or use, or transfer of the Product will entitle Home Office to recover damages and reasonable attorneys' fees for enforcing its rights under this Agreement

10 **Limited Warranty, Disclaimer of Other Warranties** Home Office does not and cannot warrant the performance or results that may be obtained by use of the Product, although it states that, to the best of its knowledge, the Product is free of any material defects Franchisee acknowledges that the Product is of such complexity that it may have certain defects Franchisee agrees that Home Office's sole liability will be to correct program errors in the Product Home Office will not be responsible for correcting problems due to (a) defects in Franchisee's computer hardware, (b) interaction with other non-standard software, and (c) Franchisee's incorrect handling of or use of the Product All warranties hereunder extend only to the Franchisee

FRANCHISEE'S USE OF THE PRODUCT AND CONTENT ACCESSIBLE THROUGH THE PRODUCT IS ENTIRELY AT FRANCHISEE'S OWN RISK EXCEPT AS DESCRIBED ABOVE IN THIS SECTION, THE PRODUCT IS PROVIDED "AS IS" AND "AS AVAILABLE" TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HOME OFFICE, ITS AFFILIATES, AND ITS THIRD-PARTY SERVICE OR DATA PROVIDERS, LICENSORS, DISTRIBUTORS OR SUPPLIERS (COLLECTIVELY REFERRED TO AS, "SUPPLIERS") DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY THAT THE PRODUCT IS FIT FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY, DATA LOSS, NON-INTERFERENCE WITH OR NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS, OR THE ACCURACY, RELIABILITY, QUALITY OR CONTENT IN

OR LINKED TO THE PRODUCT HOME OFFICE AND ITS AFFILIATES AND SUPPLIERS DO NOT WARRANT THAT THE SOFTWARE IS SECURE, FREE FROM BUGS, VIRUSES, INTERRUPTION, ERRORS, THEFT OR DESTRUCTION FURTHER, HOME OFFICE DOES NOT WARRANT ACCESS TO THE INTERNET OR TO ANY OTHER SERVICE, CONTENT, OR DATA TRANSMITTED THROUGH THE PRODUCT IF THE EXCLUSIONS FOR IMPLIED WARRANTIES DO NOT APPLY TO FRANCHISEE, IMPLIED WARRANTIES ARE LIMITED TO 60 DAYS FROM THE DATE OF FIRST USE OF THE PRODUCT

HOME OFFICE AND ITS AFFILIATES AND SUPPLIERS DISCLAIM ANY REPRESENTATIONS OR WARRANTIES THAT FRANCHISEE'S USE OF THE PRODUCT WILL SATISFY OR ENSURE COMPLIANCE WITH ANY LEGAL OBLIGATIONS OR LAWS OR REGULATIONS THIS DISCLAIMER APPLIES TO BUT IS NOT LIMITED TO FEDERAL, STATE, AND LOCAL INCOME, PAYROLL, SALES TAX AND OTHER TAX LAWS, THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA"), THE GRAMM-LEACH-BLILEY ACT OF 1999, THE SARBANES-OXLEY ACT OF 2002, OR OTHER FEDERAL OR STATE STATUTES OR REGULATIONS FRANCHISEE IS SOLELY RESPONSIBLE FOR ENSURING THAT FRANCHISEE'S USE OF THE PRODUCT IS IN ACCORDANCE WITH APPLICABLE LAW FRANCHISEE IS ADVISED TO CONSULT WITH ITS TAX, ACCOUNTING AND/OR LEGAL REPRESENTATIVES TO ENSURE THAT FRANCHISEE'S USE OF THE PRODUCT AND THE CALCULATIONS, RETURNS, REPORTS, AND OTHER RESULTS PRODUCED OR COMPILED BY THE PRODUCT COMPLY WITH APPLICABLE LAWS FRANCHISEE ACKNOWLEDGES THAT IT IS RESPONSIBLE FOR AND IS NOT RELYING ON HOME OFFICE OR THE PRODUCT FOR COMPLIANCE WITH APPLICABLE LAWS

11 **Limitation of Liability, Indemnity** SUBJECT TO APPLICABLE LAW, HOME OFFICE AND ITS AFFILIATES AND SUPPLIERS ARE NOT LIABLE FOR ANY OF THE FOLLOWING (A) INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, REVENUE, PROFITS OR INVESTMENT FROM ANY CAUSE ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PRODUCT, (B) ANY CLAIM OR DEMAND BY OR AGAINST FRANCHISEE ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PRODUCT, (C) DAMAGES RELATING TO FAILURES OF TELECOMMUNICATIONS, THE INTERNET, ELECTRONIC COMMUNICATIONS, CORRUPTION, SECURITY, LOSS OR THEFT OF DATA, VIRUSES, OR SPYWARE

Franchisee agrees to indemnify and hold harmless Home Office and its Affiliates and Suppliers from any and all claims, liability and expenses, including reasonable attorneys' fees and costs, arising out of Franchisee's use of the Product or breach of this Agreement (collectively referred to as "Claims") Home Office reserves the right, in its sole discretion and at its own expense, to assume the exclusive defense and control of any Claims Franchisee agrees to reasonably cooperate as requested by Home Office in the defense of any Claims

12 **Termination by Home Office** The parties agree that any of the following will be a default under the terms of this Agreement, will entitle Home Office to terminate this Agreement, and will authorize Home Office to terminate Franchisee's access to the Product upon

ten (10) days written notice, or as written notice is required under the terms of Franchisee s Franchise Agreement, whichever is less

a Failure to maintain Franchisee's **TWO MEN AND A TRUCK®** franchise in good standing,

b Failure to make timely payments of any kind to Home Office, and failure to timely cure same,

c Failure to comply with any and all of the terms and/or covenants of this Agreement or the Franchise Agreement,

d Termination of the Franchise Agreement for any reason,

e Franchisee's declaration of bankruptcy or in the event of Franchisee's insolvency,

f Appointment on behalf of Franchisee of a trustee or receiver

Even if Home Office enforces its rights under this paragraph 12, Home Office can also enforce any and all other rights and/or remedies it may have under law and/or under the terms of this Agreement and/or the Franchise Agreement

13 **Termination by Franchisee** If Home Office breaches this Agreement, Franchisee must give Home Office written notice of the breach Home Office will have ten (10) days from the date notice is provided to cure the breach If the breach is not cured within the 10-day period, Franchisee will be entitled to immediately terminate this Agreement

14 **Miscellaneous** If any part of this Agreement is found to be unenforceable, such findings will not invalidate the other parts of this Agreement This Agreement expresses the entire understanding of the parties with respect to the subject matter herein This Agreement will be construed in accordance with the laws of the State of Michigan, and will be deemed to have been made in the State of Michigan This Agreement may not be changed orally, but only by an agreement in writing and signed by the party against whom enforcement of any change is sought Modifications may only be approved on behalf of Home Office by its President

Signed and effective this ____ day of ________________, 20__

TWO MEN AND A TRUCK®/INTERNATIONAL, Inc ____________________________
(Franchisee's Name)

By ____________________________
Randy Shacka, President

By ____________________________

Its ____________________________

EXHIBIT 6--AUTOMATION SYSTEMS USER AGREEMENT TERMS OF USE

<u>TWO MEN AND A TRUCK®/INTERNATIONAL, Inc</u>

TWO MEN AND A TRUCK®/INTERNATIONAL, Inc ("Home Office") has developed and may in the future develop automation systems for use by **TWO MEN AND A TRUCK®** franchisees in the operation of your **TWO MEN AND A TRUCK®** franchise (the "Automation Systems") The Automation Systems may include Home Office's proprietary operating system (currently the web-based Movers Who Care® Operating System), computer systems (including specified hardware and software), accounting applications, credit card systems, payroll systems, global positioning systems (GPS), applicant tracking systems (ATS), learning management system (LMS), the Extranet, reply card processors, marketing automation systems, mobile technology solutions, unified communications system, estimate requests developed by the website, online training programs, telephone systems, call center systems, email, Internet access and other communication methods, secure websites, networks and other or different components that may be designated by Home Office The Automation Systems allow franchisees and their employees to input and access information, reports, customer information, job estimates, job scheduling, customer communication templates, employee information, and numerous management reports, view and print Home Office's confidential information, to download approved local advertising materials, to communicate with Home Office and each other, and to have access to many other confidential resources By logging onto Home Office's Automation Systems the first time, you confirm that you are eligible to access Home Office's Automation Systems and that you **and your employees** agree to observe and be bound by all these Terms of Use If specified by Home Office, each of your employees, including all officers and directors of your franchise, must sign a Non-Disclosure Agreement in a form provided by Home Office prior to their access to Home Office's Automation Systems

<u>Section 1 Introduction</u>

These Terms of Use constitute a part of Home Office's Manuals Home Office reserves the right to modify these Terms of Use, just as it reserves the right to modify, amend or supplement its Manuals

The Automation Systems are provided "AS-IS" and "AS AVAILABLE" Home Office assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any of your communications or settings

To use the Automation Systems, you must be able to access the Internet, and you must pay any Internet access fees associated with your access You must also provide all equipment necessary to connect to the Internet, including a computer or other access device

<u>Section 2 Passwords and Security</u>

You must employ adequate measures to maintain the security of the Automation Systems and the information contained in the Automation Systems, as determined by Home Office or any applicable vendor

Initials________

You will receive your initial User ID and passwords from Home Office Home Office does not retain the passwords Because anyone who uses your User ID and passwords gains access to Home Office's confidential Manuals and other confidential information, you must take great care to maintain the confidentiality of your passwords and User ID Neither you nor your employees may use another's User ID and passwords to access the Automation Systems

You should memorize your User ID and passwords You are responsible for maintaining the confidentiality of your User ID and passwords, and you are responsible for all activities that occur under your User ID and passwords If you are a Franchisee, you are also responsible for the use your employees may make of their User IDs and passwords You are responsible for maintaining the security and accuracy of your distribution groups for your franchise You must immediately report to Home Office any issues or changes relating to the distribution groups for your franchise

You agree (a) to notify Home Office immediately of any unauthorized use of your User ID or passwords, or any other breach of security that comes to your attention, and (b) to log out of the Automation Systems account at the end of each session and to not store your passwords in browsers or shared computers

Home Office will not be liable for any loss or damage arising from your failure to comply with the requirements of this Section 2

Section 3 Privacy and Data Collection

Your first and last names are transmitted with each message sent under your User ID Home Office will record your User ID when it is issued to you Home Office records each instance that your User ID and password are used to access the Automation Systems Home Office may also record the time, duration, and any other information available of each session of your User ID's use of the Automation Systems Home Office may record the number of instances that you access certain information on the Automation Systems, such as when you open and update your copy of the Manuals or the number of instances and the frequency of accessing the Manuals Home Office will not provide information you provide about your customer base, customer profile and other demographic information to our third-party vendors without notification to you

Section 4 Confidentiality of Certain Information

All items pertaining to the Automation Systems will be considered Confidential Information for purposes of the provisions of Article VIII, Section 1 of the Franchise Agreement

Section 5 Conduct

As a condition of your continuing use of the Automation Systems, you promise that you will not use it for any purpose that is unlawful or prohibited by these Terms of Use Home Office provides the Automation Systems to Franchisees and their employees only for exchanges of information and other uses directly related to Home Office's franchise system You may use the Automation Systems only for purposes related to the operation of your franchise and not for personal or unrelated business use Any unauthorized use of the Automation Systems is expressly prohibited, and Home Office reserves the right to delete inappropriate material and to suspend the account of any person who uses the Automation Systems for an unauthorized purpose

You should understand that all messages, data, text, photographs, graphics, video, and other materials or information transmitted via the Automation Systems (except information that Home Office posts), whether posted for general viewing or transmitted privately ("User Content"), are the sole responsibility of the person from whom an item of User Content originated If you upload, post, e-mail or otherwise transmit any User Content, you are responsible for its compliance with these Terms of Use Home Office does not screen, edit, or control User Content, and Home Office does not accept responsibility for the truthfulness, accuracy or suitability of User Content Under no circumstances will Home Office be liable in any way for any User Content, including errors or omissions in any User Content, or for any loss or damage of any kind incurred as a result of the use of any User Content posted, e-mailed or otherwise transmitted via the Automation Systems

You agree not to use the Automation Systems to

1 upload, post, e-mail or otherwise transmit any User Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise offensive,

2 impersonate any person or entity,

3 disguise the authorship or origin of any User Content you transmit,

4 upload, post, e-mail or otherwise transmit any User Content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary information and confidential information),

5 upload, post, e-mail or otherwise transmit any User Content that infringes any patent, trademark, trade secret, copyright, or other proprietary rights of any person,

6 upload, post, e-mail or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, 'junk mail," "spam," "chain letters," or any other form of solicitation,

7 upload, post, e-mail or otherwise transmit any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment,

8 disrupt the normal flow of dialogue, cause a screen to "scroll" faster than normal, or otherwise act in a manner that negatively affects other users' ability to engage in orderly exchanges,

9 interfere with or disrupt servers or networks connected to the Automation Systems,

10 "stalk" or otherwise harass another,

Initials______

11 collect or store personal data about other users,

12 store any credit card numbers,

13 store any personal health information of customers or employees,

14 store any social security numbers, or

15 store any customer banking information

Home Office reserves the right, in its sole discretion, to block or remove any objectionable User Content that you transmit available via the Automation Systems Without limiting the breadth of Home Office's right, you are advised that Home Office has the right to remove any User Content that violates these Terms of Use, your Franchise Agreement or is otherwise objectionable (in Home Office's sole discretion)

Home Office stores and preserves User Content in accordance with established policy and may disclose it if required by law or in the good faith belief that such disclosure is reasonably necessary (a) to comply with legal process, (b) to enforce these Terms of Use, (c) to respond to claims that any User Content violates the rights of third-parties, or (d) to protect the rights, property, and personal safety of Home Office and its employees, franchisees and third-party vendors

Home Office can transmit and store your User Content over various networks, computer servers and other technological means, and it can modify your User Content to conform and adapt it to technical requirements of connecting networks or devices

Home Office will immediately suspend or terminate the rights of any User ID that it believes, in its sole discretion, is being used to disseminate spam or other unsolicited bulk e-mail In addition, because damages are difficult to quantify, you agree to pay Home Office liquidated damages of $5 for each piece of spam or unsolicited bulk e-mail transmitted under or otherwise associated with your User ID

Section 6 Ownership of User Content

Any User Content that you transmit via the Automation Systems will be Home Office s property, and Home Office may reproduce, distribute, transmit, publish, sell or otherwise commercially exploit any such User Content in any manner or through any medium it chooses You agree that Home Office will not be liable to you for any claims, losses or damages arising from or related to Home Office's access to or use of any User Content, including but not limited to any errors or omissions in the User Content obtained by Home Office or in the User Content shared by Home Office with third parties (including other franchisees or prospective franchisees) You waive and release Home Office from any such liability

Section 7 Indemnity

You agree to indemnify and hold harmless Home Office and its subsidiaries, affiliates, officers, directors, agents, employees, co-branders or other partners, from any claim or demand, including reasonable attorneys' fees, made by any third-party with respect to or arising out of

Initials________

User Content you submit, post to or transmit through the Automation Systems, your use of the Automation Systems, your violation of these Terms of Service, or your violation of any rights of another

Section 8 Use and Storage

Home Office can establish general practices and limits concerning use of the Automation Systems, including the maximum number of days that e-mail messages, message board postings, or other uploaded User Content will be retained on or by the Automation Systems, the maximum number of e-mail messages that can be sent from or received by an account, the maximum size of any e-mail message that can be sent from or received by an account, the maximum disk space that will be allotted on our servers on your behalf, and the maximum number of times (and the maximum duration for which) you can access the Automation Systems in a given period Home Office disclaims any responsibility or liability for the deletion or failure to store any messages and other communications or other User Content maintained or transmitted by the Automation Systems Home Office has the right to change these general practices and limits at any time, in its sole discretion, with or without notice

Section 9 Modifications to the Automation Systems

Home Office reserves the right at any time to modify or discontinue, temporarily or permanently the Automation Systems (or any of its features), with or without notice You agree that Home Office will not be liable to you, your agents, employees, assigns or to any third-parties for any modification, suspension or discontinuance of the Automation Systems

Section 10 Termination

Home Office may suspend your password, your e-mail account, or other use of the Automation Systems, and remove and discard any of your User Content if you violate these Terms of Use Any violation or breach of these Terms of Use by you or your employees will be deemed a breach of your Franchise Agreement If you repeatedly breach these Terms of Use, Home Office can terminate your password, e-mail account, or other use of the Automation Systems and thereafter supply you paper copies of the Manuals, including but not limited to bulletins and other materials that it is required to provide you under the terms of your Franchise Agreement Home Office will not be liable to you, your agents, employees, assigns or any third-parties for any termination or suspension of your access to the Automation Systems

Section 11 Links and Advertising

The Automation Systems may provide, or third parties (i e , other franchisees) may provide, links to other Internet sites or resources Home Office is not responsible for the availability of such external sites or resources, and it neither endorses nor assumes any responsibility for any content, advertising, products, or other materials on or available from such sites or resources Home Office will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods, or services available on or through any such site or resource

Initials________

Your business dealings with, or participation in promotions of, advertisers found on or through the Automation Systems, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and the advertiser Home Office will not be responsible or liable for any loss or damage of any kind you incur as the result of any such dealings or as the result of the presence of such advertisers on the Automation Systems

Home Office may link the Automation Systems to the websites of third parties, including other electronic service providers, affiliates, vendors, and other providers of goods and services

Home Office may place legal notices, disclaimers, its corporate logos and slogans, advertisements, endorsements, trademarks, and other identifying information on the Automation Systems, all of which it may modify, expand or eliminate at its option All consideration (monetary and non-monetary) received by Home Office on account of the placement or sale of advertisements, endorsements, and sponsorships on the Automation Systems will belong only to Home Office

Section 12 Intellectual Property Rights

Home Office grants you a personal, non-transferable, and non-exclusive right and license to use the object code of the Software (defined below) on your computers You promise not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, or to sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software, either directly or through your employees or independent contractors You agree not to modify the Software in any manner or form, or to use modified versions of the Software for any purpose, including (without limitation) that of obtaining unauthorized access to the Automation Systems You agree not to access the Automation Systems by any means other than the interface Home Office provides for use in accessing it

Home Office is the owner, and will retain all rights, title and interest in and to all Owner Content (as defined below) prepared for, or used on, the Automation Systems, and all intellectual property rights in or to any of them

"Owner Content" means all text, images, sounds, files, videos, designs, animations, layouts, color schemes, trade dress, concepts, methods, techniques, processes, and data used in connection with, displayed on, or collected from or through the Automation Systems that posts or provides information

"Software" means computer programs and computer code (*e g*, HTML, Java, SharePoint) used for, with or on the Automation Systems, excluding any software programs owned by third parties

Section 13 Disclaimer of Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT

1 YOUR USE OF THE AUTOMATION SYSTEMS IS AT YOUR SOLE RISK THE AUTOMATION SYSTEMS ARE PROVIDED ON AN "AS IS" AND 'AS AVAILABLE" BASIS HOME OFFICE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT

2 HOME OFFICE MAKES NO WARRANTY THAT (i) THE AUTOMATION SYSTEMS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (ii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE AUTOMATION SYSTEMS WILL BE ACCURATE OR RELIABLE, (iii) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL YOU PURCHASE OR OBTAIN THROUGH THE AUTOMATION SYSTEMS WILL MEET YOUR EXPECTATIONS, AND (iv) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED

3 HOME OFFICE DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES THAT YOUR USE OF THE AUTOMATION SYSTEMS WILL SATISFY OR ENSURE COMPLIANCE WITH ANY LEGAL OBLIGATIONS OR LAWS OR REGULATIONS THIS DISCLAIMER APPLIES TO BUT IS NOT LIMITED TO FEDERAL, STATE, AND LOCAL INCOME, PAYROLL, SALES TAX AND OTHER TAX LAWS, THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA"), THE GRAMM-LEACH-BLILEY ACT OF 1999, THE SARBANES-OXLEY ACT OF 2002, OR OTHER FEDERAL OR STATE STATUTES OR REGULATIONS YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT YOUR USE OF THE AUTOMATION SYSTEMS IS IN ACCORDANCE WITH APPLICABLE LAW YOU ARE ADVISED TO CONSULT WITH YOUR TAX, ACCOUNTING AND/OR LEGAL REPRESENTATIVES TO ENSURE THAT YOUR USE OF THE AUTOMATION SYSTEMS AND THE CALCULATIONS, RETURNS, REPORTS, AND OTHER RESULTS PRODUCED OR COMPILED BY THE AUTOMATION SYSTEMS COMPLY WITH APPLICABLE LAWS YOU ACKNOWLEDGE THAT YOU ARE RESPONSIBLE FOR AND ARE NOT RELYING ON HOME OFFICE OR THE AUTOMATION SYSTEMS FOR COMPLIANCE WITH APPLICABLE LAWS

Section 14 Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT NEITHER HOME OFFICE NOR OUR AFFILIATES, CONTRACTORS, SPONSORS OR LICENSORS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF HOME OFFICE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM (i) YOUR USE OF OR INABILITY TO USE THE AUTOMATION SYSTEMS, (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE AUTOMATION SYSTEMS, (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS, DATA OR OTHER USER CONTENT, (iv) STATEMENTS OR CONDUCT OF ANY THIRD-PARTY ON THE AUTOMATION

SYSTEMS, OR (v) ANY OTHER MATTER RELATING TO THE AUTOMATION SYSTEMS

Section 15 Notices

Notices to you or Home Office may be made by any manner permitted in your Franchise Agreement In addition, the Automation Systems may also provide notices of changes to these Terms of Use or other matters by displaying notices or links to notices to you generally on the Automation Systems

Section 16 General

These Terms of Use constitute the entire agreement between you and Home Office relating to your use of the Automation Systems and govern your use of the Automation Systems, superceding any prior agreements between you and Home Office You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software These Terms of Use and the relationship between you and Home Office are governed by the laws of the State of Michigan without regard to its conflict of law provisions

Home Office's failure to exercise or enforce any right or provision of these Terms of Use will not constitute a waiver of such right or provision If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Use remain in full force and effect You agree that, regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Automation Systems or these Terms of Use must be filed within one year after such claim or cause of action arose or be forever barred The section titles in these Terms of Use are for convenience only and have no legal or contractual effect

Section 17 Violations

Please report any violations of these Terms of Use to Home Office's Chief Operations Officer

ACCEPTED FOR

____
Franchisee

By

________________________________ ________________
Signature Date

____
Print Name

Its ________________________________
(Title)

TWO MEN AND A TRUCK®/INTERNATIONAL, Inc

By ________________________________
Randy Shacka, President

Initials________

EXHIBIT 7–"TRUCKIE" ADDENDUM

TWO MEN AND A TRUCK® FRANCHISE AGREEMENT

This Addendum is between **TWO MEN AND A TRUCK®/INTERNATIONAL, Inc**, a Michigan corporation ("Home Office"), and ______________________________ ("Franchisee")

Home Office and Franchisee entered into a **TWO MEN AND A TRUCK®** Franchise Agreement, dated ____________________ ("Franchise Agreement")

By mutual agreement of Home Office and Franchisee, and for consideration hereby acknowledged by the parties, the Franchise Agreement is amended to add the following terms

1 Franchisee desires to license a "Truckie" mascot to promote Franchisee's **TWO MEN AND A TRUCK®** business and/or for community outreach services Franchisee hereby selects <u>one of the two</u> following options as indicated in the box checked below

☐ **Option A** Franchisee has the exclusive right to use a 'Truckie" upon making the following payments to an approved third-party vendor of (a) the cost of manufacturing a "Truckie, $4,050 00 as of January 1, 2016, which amount may change without notice at any time), and (b) all the costs related to the transportation of the "Truckie" to the Franchisee's business location (invoiced at the time "Truckie" is delivered to Franchisee) Franchisee may not, without written authorization from Home Office, allow any other franchisee to use the "Truckie" licensed to Franchisee Home Office will deny or grant such authorization using its best business judgment If Franchisee "transfers" its franchise to a new franchisee, the new franchisee may license and take possession of "Truckie," so long as it has signed a **TWO MEN AND A TRUCK®** Franchise Agreement and Addenda, including a "Truckie" Addendum Otherwise "Truckie" must be returned to Home Office prior to the "transfer '

☐ **Option B** A group of Franchisees (if each member of the group is in compliance with its respective Franchise Agreement), may form a cooperative to share the rights to use a "Truckie ' subject to payment to an approved third-party vendor of the cost of manufacturing and delivering a "Truckie" to any location (it costs $4,050 00 to manufacture a "Truckie" as of January 1, 2016, which amount may change without notice)

The "Truckie" franchisee cooperative must submit a signed "Truckie" Addendum from each franchisee member of the cooperative along with the following

(i) a list of the franchisee cooperative members
(ii) a plan describing how "Truckie" will be scheduled for use among members and how date conflicts will be addressed, and a

(iii) a plan describing how Truckie's appearance will be maintained and fees for maintenance pro-rated

Franchisee members of the cooperative cannot allow any non-member to use the "Truckie" licensed to the cooperative group without prior written authorization from us Home Office will grant or deny such requests based on its best business judgment

All franchisee cooperative members agree that "Truckie" will be available for inspection at the request of Home Office or approved third-party auditor

If a member of the cooperative transfers its franchise rights to a new franchisee pursuant to our policy, the new franchisee can sign a "Truckie" Addendum replacing the prior cooperative member provided the prior member was in good standing with the cooperative at the time of the transfer

2 Whether Franchisee selects Option A or Option B, above, Franchisee acknowledges that it is licensing "Truckie" for the promotion of Franchisee's **TWO MEN AND A TRUCK®** business and/or for community outreach services In no event, however, may "Truckie" be displayed at costume parties or Halloween events or other events in which "Truckie" is intended or likely to be construed as nothing more than a decorative costume "Truckie" must be displayed at all times in such a manner that it is recognized as **TWO MEN AND A TRUCK®**'s mascot

3 Whether Franchisee selects Option A or Option B, above, the following terms and conditions must be satisfied by Franchisee and, where applicable, each individual Franchisee assigns to wear "Truckie" Franchisee is responsible for informing each individual it assigns to wear "Truckie" of the requirements of this Addendum

- "Truckie' must be worn at all times by a legally competent adult,
- "Truckie" must be donned and removed in a private setting so that the public does not learn the identity of the individual wearing "Truckie" The identity of the individual wearing "Truckie" must remain anonymous to the public at all times,
- While wearing "Truckie," individuals may not engage in any unprofessional behavior, including but not limited to swearing, making lewd comments or gestures, consuming alcohol, smoking, being involved in any illegal activities, or any other activity that would cause **TWO MEN AND A TRUCK®**'s names, service marks or "Truckie" mascot's reputation to be harmed,
- For the safety of ' Truckie" and others, "Truckie" must have a guide accompany it at all times it is before the public,
- Franchisee may not customize the "Truckie" outfit in any way (i e no local phone numbers, no city identifications, etc),

- Franchisee must take all necessary precautions, and bear all costs necessary to maintain "Truckie" in good repair, maintain its cleanliness and avoid damp or dirty conditions or other conditions that could cause damage to "Truckie",

- "Truckie" may only be used for business and community service purposes,

- Only one "Truckie" should be seen at any one event,

- While wearing "Truckie speaking is not permitted within view or in earshot of the general public including video (unless in an emergency),

- Franchisees using "Truckie" must have liability insurance coverage, obtaining a rider to the business insurance policy, if required, to cover any and all liabilities that may arise due to the use of 'Truckie," including injury to the individual wearing "Truckie " **Per the terms of each Franchise Agreement and this Addendum, Franchisee agrees to indemnify and hold harmless Home Office for any claims, liabilities or losses that it may incur as a result of a Franchisee's or its agent's use of "Truckie "**

4 If "Truckie" is not in good repair, Home Office may bar Franchisee, upon written notice, from using "Truckie" until Franchisee has reconditioned "Truckie" so that it is in good repair

5 If Franchisee's Franchise Agreement expires or terminates for any reason, Franchise must return "Truckie" to Home Office immediately upon expiration or termination

6 A violation of this Addendum is a violation of the Franchise Agreement and will give rise to all the rights that Home Office has under the Franchise Agreement

All other terms of the Franchise Agreement will continue in full force and effect

This Addendum is signed and dated this _____ day of _____________, 20__

TWO MEN AND A TRUCK® /INTERNATIONAL, Inc

____
(Franchisee)

By _______________________
Randy Shacka, President

By _______________________
Its

Exhibit D

PRELIMINARY APPROVAL AGREEMENT

TWO MEN AND A TRUCK®

"Movers Who Care®"

TWO MEN AND A TRUCK®/INTERNATIONAL, Inc
PRELIMINARY APPROVAL AGREEMENT

THIS AGREEMENT is made this ____ day of ______________, 20____, by **TWO MEN AND A TRUCK®/INTERNATIONAL, Inc** a Michigan corporation (the "Franchisor"), whose address is 3400 Belle Chase Way, Lansing, MI 48911-4251, and ______________________________________, whose address is ________________ ____ ("Applicant")

1 **Introduction** Applicant has applied to become a **TWO MEN AND A TRUCK®** franchisee and wants (a) to be preliminarily approved to acquire a **TWO MEN AND A TRUCK®** franchise ("Franchise") subject to the terms of this Agreement and the Franchisor's Franchise Agreement, a form of which Applicant has had an opportunity to review, and (b) the right to execute a **TWO MEN AND A TRUCK®** Franchise Agreement ("Franchise Agreement") for a marketing area defined in Exhibit A attached to this Agreement (the "Area") subject to certain conditions as described below

2 **Preliminary Approval** Franchisor grants preliminary approval of Applicant's application to operate a Franchise in the Area ("Application") Franchisor's final approval of the Application, which will be granted at the time Franchisor and Applicant sign a Franchise Agreement for a Franchise in the Area ("Final Approval"), is conditioned on the accuracy and truth of the disclosures Applicant made in the Application and Applicant s success in obtaining financing, acquiring a trucking authority from the Applicant's state governmental agency during the Term, and other related start-up issues

3- **Franchise Reservation Fee** In consideration of Franchisor reserving the Area for Applicant for the Term and Franchisor's lost opportunities associated with reserving the Area, Applicant has paid a non-refundable franchise reservation fee of Ten Thousand Dollars ($10,000) ("Franchise Reservation Fee") to Franchisor If the parties sign a Franchise Agreement, this Agreement will terminate and the Franchise Reservation Fee will be applied to the initial franchise fee due under the Franchise Agreement If this Agreement expires, or terminates for any reason other than Applicant's execution of a Franchise Agreement, the Franchisor will retain the Franchise Reservation Fee

4 **Duties of Applicant** Applicant agrees to

(a) to the extent Applicant has not already done so, provide Franchisor with all information or materials, financial or otherwise, requested by Franchisor,

(b) undergo any preliminary training specified by Franchisor,

(c) use its best efforts to obtain a trucking authority from Applicant's state governmental agency issuing such authorities, and

(d) if Franchisor grants Final Approval of the Application, sign the Franchise Agreement and all other applicable agreements described in Franchisor's Franchise Disclosure Document

5 **Duties of Franchisor** Franchisor agrees to

(a) not grant a **TWO MEN AND A TRUCK®** franchise for the Area to any other person during the Term of this Agreement,

(b) continue to analyze Applicant's qualifications for the granting or denial of Final Approval of Applicant's application for a Franchise Agreement, and

(c) promptly determine whether Applicant qualifies for Final Approval once Applicant informs Franchisor it has provided all documentation and information Applicant intends to provide to obtain Final Approval

6 **Term and Termination**

(a) Term The term of this Agreement shall run for a period of ___ months, commencing with the date of this Agreement (the "Term")

(b) Termination by Applicant Subject to all the terms of this Agreement, including but not limited to the terms of Paragraph 3 above, Applicant may terminate this Agreement and withdraw its application at any time on written notice to Franchisor

(c) Termination by Franchisor Franchisor may terminate this Agreement on written notice to Applicant if

(i) Franchisor denies Final Approval of the Application,

(ii) Applicant or any of the principals of Applicant dies or becomes permanently disabled,

(iii) Applicant has made or makes willful inaccurate or untruthful representations to Franchisor, or

(iv) Applicant's personal abilities, aptitudes, financial and/or other qualifications required to obtain Final Approval of the Application detrimentally and materially change

(d) Termination on Signing of Franchise Agreement This Agreement will automatically terminate on the signing of a Franchise Agreement by the parties

7 **Providing Applicant with Confidential Information** During the Term of this Agreement, Applicant understands that he/she/it may receive preliminary training and otherwise have access to certain of Franchisor's Confidential Information Applicant acknowledges Franchisor's ownership of this Confidential Information and recognizes the value of this Confidential Information to Franchisor's business Accordingly, and in consideration of having access to this Confidential Information, Applicant agrees as follows

(a) Defining Confidential Information Franchisor possesses certain confidential information described in this subsection ("Confidential Information") relating to developing and operating **TWO MEN AND A TRUCK®** franchise moving businesses, including (without limitation)

(i) Manuals, training methods, operations methods, techniques, processes, policies, procedures, systems and data,

(ii) specifications and information about products or services

(iii) marketing techniques, knowledge, and experience, and marketing and advertising programs used in developing and operating the **TWO MEN AND A TRUCK®** franchise moving businesses, including (without limitation) websites and social media,

(iv) all information regarding the identities and business transactions of customers and suppliers,

(v) the Automation Systems, computer software, including Movers Who Care® software and similar technology that is developed by or for Franchisor or its agents, which is proprietary to Franchisor, including, without limitation, digital passwords and identifications and any source code of, and data, reports, and other printed materials generated by, the software or similar technology,

(vi) knowledge of the operating results and financial performance of **TWO MEN AND A TRUCK®** franchise moving businesses,

(vii) all knowledge, information, reports, data, source code and documents that **TWO MEN AND A TRUCK®** franchisees acquire or have access to pertaining to services provided by third party vendors in connection with any agreements between third party vendors and Franchisor, and

(viii) other property that Franchisor describes as being confidential information or trade secrets of the **TWO MEN AND A TRUCK®** franchise system

(b) Ownership and Use of Confidential Information Applicant acknowledges that Franchisor owns the Confidential Information and/or the rights to use the Confidential Information and agrees that Applicant will not acquire any interest in the Confidential Information other than the right to use it as Franchisor specifies during the term of this Agreement The Confidential Information or the right to use the Confidential Information is proprietary to Franchisor and is disclosed to Applicant only on the condition that Applicant agrees that he/she/it will

(i) not use the Confidential Information in any business or in any capacity except in connection with training that Franchisor may provide to Applicant during the Term of this Agreement,

(ii) keep each item deemed to be part of Confidential Information absolutely confidential, both during the Term and then thereafter for as long as the item is not generally known in the moving or other relevant industries,

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

(iv) adopt and implement reasonable procedures to prevent unauthorized use or disclosure of Confidential Information, including, without limitation, restricting its disclosure to Applicant's employees and agents If Franchisor authorizes Applicant to disclose Confidential Information to any of Applicant's employees or agents, Applicant will require the employees and agents having access to Confidential Information to sign non-disclosure and non-competition agreements in a form satisfactory to Franchisor and Franchisor will be deemed to be a third party beneficiary of those agreements with independent enforcement rights

(c) Expiration or Termination of Agreement Applicant agrees that when this Agreement expires, or is terminated, Applicant will immediately cease using any and all of the Confidential Information in any business or otherwise, and return to Franchisor all copies of all Confidential Information that Applicant has in his/her/its possession Applicant acknowledges and agrees that it will be liable to Franchisor for any use of the Confidential Information not authorized by this Agreement

8 **Promise Not to Compete** Applicant acknowledges that having access to Franchisor's Confidential Information would enable Applicant to use such Confidential Information in a competing business Recognizing Franchisor's right to protect its Confidential Information and the unfair competition that would result if Applicant did use the information in a competing business, Applicant agrees as follows

(a) During the Term and for one (1) year from and after the expiration or termination of the rights and obligations under this Agreement (other than a termination caused by Applicant's signing of a Franchise Agreement) or from and after the date Applicant ceases the prohibited competition, if later, neither Applicant nor any of its principals, officers, shareholders, members, agents, spouses of any of them, or affiliates will, without Franchisor's prior written consent, directly or indirectly (either as an individual or in partnership or in conjunction with any other person as principal, agent, shareholder, member or in any other capacity whatsoever) carry on, be engaged in, or be concerned with, or interested in, or advise, lend money to, lease real or personal property to, guarantee the debts of or obligations of, or be employed by any person engaged in or concerned with or interested in any Competitive Business, including but not limited to any business identical to or similar to a business operated by a **TWO MEN AND A TRUCK®** franchisee, which business is located within the Area or within any marketing area of any **TWO MEN AND A TRUCK®** franchise as defined within each **TWO MEN AND A TRUCK®** franchisee's franchise agreement existing at the time this Agreement terminates or expires If any covenant that restricts competitive activity is deemed unenforceable by virtue of its scope in terms of area, business activity prohibited, and/or length of time, but would be enforceable if modified, the parties agree that the covenant will be enforced to the fullest extent permissible under the laws and public policies applied in the jurisdiction whose law determines the covenant's validity

(b) For purposes of this Agreement, the term "Competitive Business" means (i) any moving, storage, packing, unpacking or similar business, but not a storage business located off site of a moving business location, or (ii) any business granting franchises or licenses to others to operate moving, packing, unpacking, or similar businesses

9 **Injunctive Relief**

Applicant acknowledges that any violation of the confidentiality or non-competition provisions of this Agreement will irreparably harm Franchisor and Franchisor will have the right, without the posting of any bond or security and without the need to prove irreparable injury, to obtain specific enforcement of the confidentiality and non-competition provisions of this Agreement from a court of competent jurisdiction, by temporary or permanent injunctions or other equitable relief Franchisor's rights to obtain injunctive relief under this Agreement are in addition to all other remedies available to Franchisor under this Agreement or applicable law

10 **Acknowledgements of Applicant** Applicant acknowledges the following

(a) Applicant has conducted an independent investigation and financial assessment of the business venture contemplated by the Franchise Agreement that may be signed by Applicant and recognizes that it involves business risks making the success of the venture largely dependent on the business abilities of Applicant as well as other variables Applicant has not received or relied on any representations, warranties or guarantees, express or implied, as to the potential volume, profits or success of the business venture contemplated by the Franchise Agreement

(b) Applicant has no knowledge of any representations by Franchisor or its officers, directors, shareholders, employees or agents about the business contemplated by the Franchise Agreement that are contrary to the terms of the Franchise Agreement or the documents incorporated in the Franchise Agreement or the disclosure contained in the Franchisor's Disclosure Document delivered to Applicant Applicant has made no misrepresentations in obtaining preliminary approval of the Application

(c) Applicant has received, read and understood the Franchise Agreement and the disclosure contained in the Franchisor's Disclosure Document, Franchisor has fully and adequately explained the provisions of each to Applicant's satisfaction and Franchisor has afforded Applicant ample time and opportunity to consult with advisors about the potential benefits and risks of entering into the Franchise Agreement

11 **No Assignment by Applicant** Applicant's rights under this Agreement may not be assigned to any other person without the written consent of Franchisor

12 **Michigan Law and Jurisdiction** This Agreement and its construction and any disputes between the parties will be governed by the laws of the State of Michigan (without reference to the conflicts of law provisions) Unless otherwise precluded by law, any legal

proceedings between the parties must be brought and conducted only in a State or Federal Court in the State of Michigan located in the County in which Franchisor's principal office is located and Applicant consents to those Courts having personal jurisdiction of Applicant

13 **Entire Agreement, Modification** This Agreement constitutes the full and entire agreement between the parties This Agreement supersedes all previous representations, agreements or understandings between the parties and such previous representations, agreements and/or understandings, if any, are merged into this Agreement and superseded by this Agreement No officer or employee or agent of Home Office has any authority to make any representation or promise not contained in this Agreement or related agreements, or in any Disclosure Document for prospective franchisees required by applicable law, and Franchisee agrees that it has executed this Agreement without reliance on any such representation or promise

The parties have signed this Agreement on the date set forth at the beginning of this Agreement

TWO MEN AND A TRUCK®/
INTERNATIONAL, Inc
Franchisor

By ______________________ ______________________
Applicant

Its ______________________

EXHIBIT A TO PRELIMINARY APPROVAL AGREEMENT

The "Area" for purposes of the Preliminary Approval Agreement is

____

____

____

____

____

TWO MEN AND A TRUCK®/
INTERNATIONAL, Inc
Franchisor

By ____________________________

____
Applicant

Its ____________________________

Exhibit E

ADDENDUM TO FRANCHISE AGREEMENT—RENEWAL

TWO MEN AND A TRUCK®

"Movers Who Care®"

TWO MEN AND A TRUCK®/INTERNATIONAL, Inc
ADDENDUM TO FRANCHISE AGREEMENT—RENEWAL

THIS ADDENDUM is made this _____ day of ___________, 20___ and modifies a Franchise Agreement of the same date ("Franchise Agreement") entered into by **TWO MEN AND A TRUCK®/INTERNATIONAL, Inc**, a Michigan corporation with its principal office at 3400 Belle Chase Way, Lansing, MI 48911-4251 ("Home Office") and ______________________ ______________________ with its principal office at ______________________ ______________________ ("Franchisee")

A **Introduction** Home Office and Franchisee are parties to a franchise agreement dated _______________ ("Expiring Agreement"), the term of which expired or will expire on ______________, 20____ ("Expiration Date") Franchisee desires to renew its franchise relationship with Home Office and has signed a new franchise agreement to which this Addendum it attached ("Franchise Agreement") Home Office has approved the renewal, subject to any additional obligations described in this Addendum Home Office and Franchisee desire to amend the Franchise Agreement to reflect Franchisee's status as an existing franchisee renewing an ongoing relationship and to specify any additional obligations applicable on the renewal

B **Release of Home Office** As a condition of renewal, Franchisee hereby releases and forever discharges Home Office and its subsidiaries and affiliates and their respective officers, directors, shareholders, representatives, agents, members, managers and employees, in their corporate and individual capacities, from all liability, right, claim, debt and cause of action whatsoever, known or unknown, suspected or unsuspected, which Franchisee ever had, now has or may have at any time based on any agreement entered into between the parties on or before the date of this Addendum, including but not limited to the Expiring Agreement, or based on any act or omission occurring on or before the date of this Addendum

C **Renewal Fee** Franchisee is not required to pay the initial franchise fee referenced in Article IV, Section 1 of the Franchise Agreement Franchisee must pay a renewal fee in the amount of $___________ The renewal fee is payable at the time of signing the Franchise Agreement and is not refundable

D **Initial Training** Unless otherwise specified in this Addendum, Home office will not be required to provide and Franchisee will not be required to attend and complete the initial training course provided by Home Office

E **Opening of Franchise Business** The first sentence of the third paragraph of Article II, Section 3 of the Franchise Agreement is deleted and replaced with the following "Franchisee is already operating the Franchise Business and operations must continue on renewal without interruption"

F **Additional Obligations of Franchisee** *[Specify any additional training, renewal visit, upgrade, maintenance, and other obligations that must be performed after the renewal]*

G **Surviving Provisions of Expiring Agreement** Any provision in the Expiring Agreement, which by its terms or reasonable implication imposes an obligation to be performed, in whole or in part, after the Expiration Date, will survive the termination or expiration of the

Expiring Agreement and will remain in full force and effect, including, but not limited to indemnification obligations arising from acts or omissions occurring before the Expiration Date

H Legal Effect All terms not otherwise defined in this Addendum will have the same meaning as in the Franchise Agreement Except as modified by this Addendum, the Franchise Agreement will remain in full force and effect and is incorporated into this Addendum by reference

The parties have signed this Addendum on the date set forth at the beginning of this Addendum

TWO MEN AND A TRUCK®/ INTERNATIONAL, Inc. "Home Office"	______________________ "Franchisee"
By ______________________ Randy Shacka, President	By ______________________
	Its ______________________

Exhibit F

**ADDENDUM TO FRANCHISE AGREEMENT—
WAREHOUSE STORAGE SERVICES**

TWO MEN AND A TRUCK®

"Movers Who Care®"

TWO MEN AND A TRUCK®/INTERNATIONAL, Inc
<u>ADDENDUM TO FRANCHISE AGREEMENT—WAREHOUSE STORAGE SERVICES</u>

This ADDENDUM ("Addendum") is made this _____ day of _________ 20___ and modifies the Franchise Agreement dated the ____ day of ___________, 20___ (the "Franchise Agreement"), between **TWO MEN AND A TRUCK®/INTERNATIONAL, Inc**, a Michigan corporation ("Home Office") and ________________ a ________ Corporation ("Franchisee")

Franchisee has requested Home Office's approval to sell Warehouse Storage Services, which is not a service that Home Office currently specifies as a required service For the purposes of this Addendum, "Warehouse Storage Services" will mean services to provide space for use by the consuming public to store tangible items for a period of time in exchange for a rental fee

Home Office is willing to authorize Franchisee to offer and sell Warehouse Storage Services in conjunction with Franchisee's **TWO MEN AND A TRUCK®** franchise business under the terms and conditions described in this Addendum

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained in the Addendum, the parties agree as follows

1 <u>Grant</u> During the term of this Addendum, Franchisee will have the right to advertise for sale, offer, and sell Warehouse Storage Services at Franchisee's **TWO MEN AND A TRUCK®** business location or other location approved in writing by Home Office Franchisee acknowledges that Home Office has agreed to authorize Franchisee to sell Warehouse Storage Services because Franchisee requested the right to do so Home Office is not responsible in any manner for providing training to Franchisee relating to the services authorized by this Addendum, nor will Home Office be responsible for advising Franchisee as to rules or regulations relating to the services authorized by this Addendum, although in Home Office's discretion, it may issue policies relating to Warehouse Storage Services Franchisee will be solely responsible for compliance with all federal, state, and/ or local laws, rules, and regulations relating to the services authorized by the Addendum Franchisee is responsible for all aspects of developing and operating the Warehouse Storage Services business, except that Home Office may provide Franchisee with assistance in formatting forms to comply with Home Office's forms

2 <u>Term</u> This Addendum will continue until the expiration or termination of the Franchise Agreement, unless sooner terminated as provided in this Addendum or the Franchise Agreement Franchisee acknowledges that Home Office is under no obligation to continue the authorization after expiration or termination of this Addendum Any decision to extend the period for authorizing the sale of Warehouse Storage Services beyond the period authorized under this Addendum will be made in the sole discretion of Home Office Home Office acknowledges, however, that it will consider Franchisee's economic concerns and will not act unreasonably when making its decision whether to extend the period for providing Warehouse Storage Services Franchisee acknowledges that if the Home Office authorizes Franchisee to sell the Warehouse Storage Services after expiration or termination of this Addendum, such authorization will be contingent on, among other things, Franchisee (a) signing a then-current

Franchise Agreement, and (b) paying royalties and advertising fees for Warehouse Storage Services in accordance with the then-current Franchise Agreement

3 <u>Royalty and Advertising Fees</u> Franchisee's revenue from the sale of Warehouse Storage Services will be considered Gross Sales under the Franchise Agreement and Franchisee will pay royalty and advertising fees on that gross revenue in the amounts and in the manner specified in the Franchise Agreement

4 <u>Other Obligations under Franchise Agreement</u> During the term of this Addendum and except as otherwise provided in this Addendum, Warehouse Storage Services will be considered an authorized service under the Franchise Agreement subject to all obligations of Franchisee under the Franchise Agreement, including but not limited to obligations relating to reports, records, inspections, audits, maintenance, insurance, compliance with Home Office's policies and the Manuals, marketing, and compliance with laws Franchisee's current obligations under the Franchise Agreement include the obligation to maintain warehouseman's legal liability insurance coverage (to include the peril of "Flood" if located in a flood plain) for 100% of the value of the goods stored for customers on premises or the aggregate of the amounts listed on the applicable bills of lading

5 <u>Use of Marks Associated with Services Authorized by this Addendum</u> During the term of this Addendum, Franchisee may use and display the **TWO MEN AND A TRUCK®** service mark in connection with the sale of services authorized by this Addendum, provided that, prior to any such use Franchisee must receive written consent of Home Office regarding the specific use, which consent of Home Office regarding the specific use will not be unreasonably withheld

6 <u>Warranties</u> Franchisee will be solely responsible for any warranties and/or guaranties related to the service authorized by this Addendum and such warranties and/or guaranties will not be honored by Home Office or other licensees of Home Office Franchisee will ensure, in a manner acceptable to Home Office, that its customers are aware that Home Office and its other licensees will not be responsible for or honor any warranties related to Warehouse Storage Services sold by Franchisee

7 <u>Home Office's Rights</u> Home Office reserves the right to specify policies, regulations, and procedures for sale of the services authorized by this Addendum and Franchisee will be required to comply with those policies, regulations, and procedures

8 <u>Default and Termination</u> Any breach by Franchisee of the provisions of this Addendum or of the Franchise Agreement will constitute a default by Franchisee and grounds for termination by Home Office of this Addendum and the Franchise Agreement

9 <u>Effect of Franchise Agreement</u> Except as modified by this Addendum, the Franchise Agreement (including, but not limited to the personal guaranty of Franchisee's principals, and including any and all addenda to the Franchise Agreement) will remain in full force and effect and are incorporated in this Addendum by reference Except as may otherwise be provided in this Addendum, any terms defined in the Franchise Agreement will have the same meaning for purposes of this Addendum The principals of Franchisee specifically acknowledge, as evidenced by their signatures below, that they are personally guarantying payment of any and

all amounts due the Home Office under this Addendum in addition to any other amounts they have personally guaranteed

The parties have executed this Addendum on the date set forth above

TWO MEN AND A TRUCK®/
INTERNATIONAL, Inc
"Home Office"

____
"Franchisee"

By _____________________
Randy Shacka, President

By _____________________

Its _____________________

Exhibit G

ADDENDUM TO FRANCHISE AGREEMENT—
PORTABLE STORAGE SERVICES

TWO MEN AND A TRUCK®

"Movers Who Care®"

TWO MEN AND A TRUCK®/INTERNATIONAL, Inc
<u>ADDENDUM TO FRANCHISE AGREEMENT—PORTABLE STORAGE SERVICES</u>

This ADDENDUM ("Addendum") is made this _____ day of _________ 20___ and modifies the Franchise Agreement dated the ____ day of ____________, 20___ (the "Franchise Agreement"), between **TWO MEN AND A TRUCK®/INTERNATIONAL, Inc**, a Michigan corporation ("Home Office") and ________________ a _________ Corporation ("Franchisee")

Franchisee has requested Home Office's approval to sell Portable Storage Services, which is not a service that Home Office currently specifies as a required service For the purposes of this Addendum, "Portable Storage Services" will mean services to provide loading and unloading of goods into portable containers that can be transported and stored at Franchisee's location or at another location requested by the customer, for a period of time in exchange for a fee

Home Office is willing to authorize Franchisee to offer and sell Portable Storage Services in conjunction with Franchisee's **TWO MEN AND A TRUCK®** franchise business under the terms and conditions described in this Addendum

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained in the Addendum, the parties agree as follows

1 <u>Grant</u> During the term of this Addendum, Franchisee will have the right to advertise for sale, offer, and sell Portable Storage Services at Franchisee's **TWO MEN AND A TRUCK®** business location or other location approved in writing by Home Office Franchisee acknowledges that Home Office has agreed to authorize Franchisee to sell Portable Storage Services because Franchisee requested the right to do so Home Office is not responsible in any manner for providing training to Franchisee relating to the services authorized by this Addendum, nor will Home Office be responsible for advising Franchisee as to rules or regulations relating to the services authorized by this Addendum, although in Home Office's discretion, it may issue policies relating to Portable Storage Services Franchisee will be solely responsible for compliance with all federal, state, and/ or local laws, rules, and regulations relating to the services authorized by the Addendum Franchisee is responsible for all aspects of developing and operating the Portable Storage Services business, except that Home Office may provide Franchisee with assistance in formatting forms to comply with Home Office's forms

2 <u>Term</u> This Addendum will be for a period of _________months or until the expiration or termination of the Franchise Agreement, unless sooner terminated as provided in this Addendum or the Franchise Agreement Franchisee acknowledges that Home Office is under no obligation to continue the authorization after expiration or termination of this Addendum Any decision to extend the period for authorizing the sale of Portable Storage Services beyond the period authorized under this Addendum will be made in the sole discretion of Home Office Home Office acknowledges, however, that it will consider Franchisee's economic concerns and will not act unreasonably when making its decision whether to extend the period for providing Portable Storage Services Franchisee acknowledges that if Home Office authorizes Franchisee to sell the Portable Storage Services after expiration or termination of this Addendum, such authorization will be contingent on, among other things, Franchisee (a)

signing a then-current Franchise Agreement, and (b) paying royalties and advertising fees for Portable Storage Services in accordance with the then-current Franchise Agreement

3 Royalty and Advertising Fees Franchisee's revenue from the sale of Portable Storage Services will be considered Gross Sales under the Franchise Agreement and Franchisee will pay royalty and advertising fees on that gross revenue in the amounts and in the manner specified in the Franchise Agreement

4 Other Obligations under Franchise Agreement During the term of this Addendum and except as otherwise provided in this Addendum, Portable Storage Services will be considered an authorized service under the Franchise Agreement subject to all obligations of Franchisee under the Franchise Agreement, including but not limited to obligations relating to reports, records, inspections, audits, maintenance, insurance, compliance with Home Office's policies and the Manuals, marketing, and compliance with laws Franchisee's current obligations under the Franchise Agreement include the obligation to maintain (a) cargo insurance coverage in the greater of $60,000 per truck or container or the value stated in the bill of lading, regardless of the size of the truck or container, and (b) warehouseman's legal liability insurance coverage (to include the peril of "Flood" if located in a flood plain) for 100% of the value of the goods stored for customers on premises or the aggregate of the amounts listed on the applicable bills of lading

5 Use of Marks Associated with Services Authorized by this Addendum During the term of this Addendum, Franchisee may use and display the **TWO MEN AND A TRUCK®** service mark in connection with the sale of services authorized by this Addendum, provided that, prior to any such use Franchisee must receive written consent of Home Office regarding the specific use, which consent of Home Office regarding the specific use will not be unreasonably withheld

6 Warranties Franchisee will be solely responsible for any warranties and/or guaranties related to the service authorized by this Addendum and such warranties and/or guaranties will not be honored by Home Office or other licensees of Home Office Franchisee will ensure, in a manner acceptable to Home Office, that its customers are aware that Home Office and its other licensees will not be responsible for or honor any warranties related to Portable Storage Services sold by Franchisee

7 Equipment Franchisee will purchase the portable containers and other equipment necessary for providing Portable Storage Services only from Designated or Approved Supplier specified by Home Office Franchisee will be responsible for the maintenance, upkeep and all costs associating with the portable containers and other equipment

8 Home Office's Rights Home Office reserves the right to specify policies, regulations, and procedures for sale of the services authorized by this Addendum and Franchisee will be required to comply with those policies, regulations, and procedures

9 Default and Termination Any breach by Franchisee of the provisions of this Addendum or of the Franchise Agreement will constitute a default by Franchisee and grounds for termination by Home Office of this Addendum and the Franchise Agreement

10 Effect of Franchise Agreement Except as modified by this Addendum, the Franchise Agreement (including, but not limited to the personal guaranty of Franchisee's principals, and including any and all addenda to the Franchise Agreement) will remain in full force and effect and are incorporated in this Addendum by reference Except as may otherwise be provided in this Addendum, any terms defined in the Franchise Agreement will have the same meaning for purposes of this Addendum The principals of Franchisee specifically acknowledge, as evidenced by their signatures below, that they are personally guarantying payment of any and all amounts due the Home Office under this Addendum in addition to any other amounts they have personally guaranteed

The parties have executed this Addendum on the date set forth above

TWO MEN AND A TRUCK®/ INTERNATIONAL, Inc
"Home Office"

By ____________________
Randy Shacka, President

____
"Franchisee"

By ____________________

Its ____________________

Exhibit H

VALUE FLEX PROGRAM HUB ADDENDUM

TWO MEN AND A TRUCK®

"Movers Who Care®"

TWO MEN AND A TRUCK®/INTERNATIONAL, Inc
<u>VALUE FLEX PROGRAM HUB ADDENDUM</u>

This Value Flex Program Hub Addendum (' Addendum") is made the _____ day of ___________, 20___ between **TWO MEN AND A TRUCK®/INTERNATIONAL, Inc**, a Michigan corporation ("Home Office"), and ______________________________________ ______ ("Franchisee")

Home Office and Franchisee entered into a **TWO MEN AND A TRUCK®** Franchise Agreement, dated ____________("Franchise Agreement") #_______ for the operation of a **TWO MEN AND A TRUCK®** franchise at the following Franchise Location ____________________ ________________________ (the "Franchise Business") Home Office is willing to approve Franchisee to participate in the Value Flex Program in conjunction with the Franchise Business The Value Flex Program is an interstate services concept whereby Franchisee will load or unload goods into portable containers ("Containers") that will or have been transported interstate by a third-party dedicated carrier , Franchisee will also serve as a hub location ("Hub Location") for other franchisees participating in the Value Flex Program

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained in the Addendum, the parties agree as follows

1 <u>Value Flex Program Policy</u>—Franchisee will comply with the Value Flex Program Policy, including any provisions specific to Hub Locations

2 <u>Containers</u>—Franchisee will lease six (6) Containers from Home Office for the duration of this Addendum for a one-time fee, subject to the following terms

   a <u>Transportation</u> – Containers may only be transported by a Home Office-approved transport system, as described in the Value Flex Program Policy
   b <u>Limits on Use</u> – Franchisee will use the Containers only as specified by Home Office, and will not load or store any of the following in the Containers hazardous materials, money, bank notes, coins, precious metals, firearms, animals, birds and fish, or motor vehicles
   c <u>Damage and Maintenance</u> – Home Office will be responsible for ensuring the Containers meet policy standards at all times regarding signage and condition of the Containers, but reserves the right, in its sole discretion, to collect payment from Franchisee for damage caused by Franchisee to the Containers
   d <u>Taxes</u> – Franchisee will be responsible for properly reporting and paying any personal property tax or other state and local taxes relating to the Containers as required

3 <u>Insurance</u> – Home Office will procure insurance to cover the Containers in use

4 Compliance with Law—Franchisee will comply with all federal, state, and local governmental laws, ordinances, and regulations relating to its participation in the Value Flex Program

5 Termination – Home Office may terminate this Addendum with 5 days notice for the following reasons

a Termination of the Franchise Agreement,
b Termination or reduction of the Value Flex Program, or
c Three violations of the Value Flex Program Policy within 12 months, or one flagrant or material violation of the Value Flex Program Policy, as determined by Home Office in its sole discretion

Franchisee may terminate this Addendum at any time by providing 180 days written notice to Home Office

6 Franchisee's Breach of the Terms of this Addendum Franchisee's breach of any of the terms of this Addendum will also constitute a breach of the Franchise Agreement, and Home Office will have, without limitation, all the rights and remedies authorized by the Franchise Agreement and as otherwise allowed by law In addition to Home Office's other rights arising from a breach of the Franchise Agreement, on a breach of the terms of this Addendum by Franchisee, Home Office may choose to terminate this Addendum (in accordance with the termination provisions of the Franchise Agreement) without terminating Franchisee's other rights and obligations under the Franchise Agreement

7 Indemnification—In addition to Franchisee's indemnification obligations under the Franchise Agreement, Franchisee will indemnify and hold harmless Home Office, its officers, directors, employees, and agents, from all fines, charges, suits, proceedings, claims, demands, damages, liabilities, costs, and settlements with anyone, including the payment of reasonable attorney's fees, arising out of any action and/or inaction of Franchisee and/or any lawsuit, proceeding of any kind or nature, and/or settlement negotiations that relate in any way to Franchisee's participation in the Value Flex Program

8 Cargo and Auto Liability Claims—Franchisee agrees to take primary responsibility for cargo claims in excess of $3,000, as stated in the Value Flex Program Policy, while cargo is in Franchisee's possession Franchisee further agrees to take primary responsibility for auto liability claims while cargo is in its possession If Franchisee is not the originating franchisee and is not the creator of the bill of lading (BOL), Franchisee agrees to indemnify and hold harmless the originating franchisee, its officers, directors, successors, assigns, agents, and employees and insurers, from and

against any and all auto and cargo liabilities while cargo is in Franchisee's possession, which shall include obligations, losses, damages, penalties, claims, demands, actions, lawsuits, costs, expenses, and disbursements of every nature or kind asserted against the originating franchisee

9 Assignment – Franchisee may not assign Containers or this Addendum without Home Office's written approval

10 Location of Hubs – Home Office will not put another Hub Location within 100 miles or within two (2) hours drive time (determined by Home Office using generally accepted mapping software) of Franchisee's Hub Location within two years of the date of this Addendum unless Franchisee is not meeting the performance requirements as outlined in the Value Flex Policy, or unless Home Office determines that there is sufficient customer demand or it is in the best interests of the system and the brand to move the Hub Location to another franchisee If, within two years of the date of this Addendum, Home Office decides, in its sole discretion, to move the Hub Location to another franchisee, Home Office or that franchisee will purchase any of Franchisee's equipment which has little or no other use to Franchisee except in its role as a Hub Location at fair market value plus $25,000

11 Term– This Addendum will be effective for the term of the Franchise Agreement unless either party terminates earlier in accordance with this Addendum Franchisee acknowledges that Home Office is under no obligation to continue to permit Franchisee the rights afforded by this Addendum for any additional period of time If a decision is made to extend the period for permitting Franchisee the rights afforded by this Addendum, Franchisee acknowledges that such extension will be solely at the discretion of Home Office, and that Home Office has no duty or obligation to grant such extension

12 Terms Are Subject to Change – Franchisee understands that the terms and conditions under this Addendum are subject to change In the event the terms and conditions are changed, Home Office will give Franchisee 30 days written notice before the changes are implemented

13 Effect on the Meaning and Terms of the Franchise Agreement Except as modified by this Addendum, the Franchise Agreement (which includes any and all exhibits and other addenda of the Franchise Agreement), including all rights of indemnification, shall remain in full force and effect and are incorporated into this Addendum by reference The words defined in the Franchise Agreement have the same meaning when used in this Addendum, except as otherwise provided in this Addendum

14 Reservation of Rights Except as its rights are modified by this Addendum, Home Office reserves all rights it has under the Franchise Agreement and all other rights in law and in equity

The parties have executed this Addendum on the date set forth above

TWO MEN AND A TRUCK®/INTERNATIONAL, Inc
"Home Office"

By ____
Randy Shacka, President

____
"Franchisee"

By ____

Exhibit I

VALUE FLEX PROGRAM FEEDER ADDENDUM

TWO MEN AND A TRUCK®

"Movers Who Care®"

TWO MEN AND A TRUCK®/INTERNATIONAL, Inc
VALUE FLEX PROGRAM FEEDER ADDENDUM

This Value Flex Program Feeder Addendum ("Addendum") is made the _____ day of ___________, 20___ between **TWO MEN AND A TRUCK®/INTERNATIONAL, Inc**, a Michigan corporation ('Home Office"), and ____ ______ (Franchisee")

Home Office and Franchisee entered into a **TWO MEN AND A TRUCK®** Franchise Agreement, dated ____________("Franchise Agreement") #_______ for the operation of a **TWO MEN AND A TRUCK®** franchise at the following Franchise Location ___________________ _______________________ (the "Franchise Business") Home Office is willing to approve Franchisee to participate in the Value Flex Program in conjunction with the Franchise Business The Value Flex Program is an interstate services concept whereby Franchisee will load or unload goods into portable containers ("Containers") that will or have been transported interstate by a third-party dedicated carrier Franchisee will also serve as a feeder location ("Feeder Location") for other franchisees serving as Hub Locations in the Value Flex Program

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained in the Addendum, the parties agree as follows

1 Value Flex Program Policy—Franchisee will comply with the Value Flex Program Policy, including any provisions specific to Feeder Locations

2 Compliance with Law—Franchisee will comply with all federal, state, and local governmental laws, ordinances, and regulations relating to its participation in the Value Flex Program

3 Termination – Home Office may terminate this Addendum with 5 days notice for the following reasons

   a Termination of the Franchise Agreement,
   b Termination or reduction of the Value Flex Program, or
   c Three violations of the Value Flex Program Policy within 12 months, or one flagrant or material violation of the Value Flex Program Policy, as determined by Home Office in its sole discretion

   Franchisee may terminate this Addendum at any time by providing 30 days written notice to Home Office

4 Franchisee's Breach of the Terms of this Addendum Franchisee's breach of any of the terms of this Addendum will also constitute a breach of the Franchise Agreement, and Home Office will have, without limitation, all the rights and remedies authorized

by the Franchise Agreement and as otherwise allowed by law In addition to Home Office's other rights arising from a breach of the Franchise Agreement, on a breach of the terms of this Addendum by Franchisee, Home Office may choose to terminate this Addendum (in accordance with the termination provisions of the Franchise Agreement) without terminating Franchisee's other rights and obligations under the Franchise Agreement

5 Indemnification—In addition to Franchisee's indemnification obligations under the Franchise Agreement, Franchisee will indemnify and hold harmless Home Office, its officers, directors, employees, and agents, from all fines, charges, suits, proceedings, claims, demands, damages, liabilities, costs, and settlements with anyone, including the payment of reasonable attorney's fees, arising out of any action and/or inaction of Franchisee and/or any lawsuit, proceeding of any kind or nature, and/or settlement negotiations that relate in any way to this Addendum

6 Cargo and Auto Liability Claims—Franchisee agrees to take primary responsibility for cargo claims in excess of $3,000, as stated in the Value Flex Program Policy, while cargo is in Franchisee's possession Franchisee further agrees to take primary responsibility for auto liability claims while cargo is in its possession If Franchisee is not the originating franchisee and is not the creator of the bill of lading (BOL), Franchisee agrees to indemnify and hold harmless the originating franchise, its officers, directors, successors assigns, agents, and employees and insurers, from and against any and all auto and cargo liabilities while cargo is in Franchisee's possession, which shall include obligations, losses, damages, penalties, claims, demands, actions, lawsuits, costs, expenses, and disbursements of every nature or kind asserted against the originating franchisee

7 Assignment – Franchisee may not assign Containers or this Addendum without Home Office's written approval

8 Term– This Addendum will be effective for the term of the Franchise Agreement unless either party terminates earlier in accordance with this Addendum Franchisee acknowledges that Home Office is under no obligation to continue to permit Franchisee the rights afforded by this Addendum for any additional period of time If a decision is made to extend the period for permitting Franchisee the rights afforded by this Addendum, Franchisee acknowledges that such extension will be solely at the discretion of Home Office, and that Home Office has no duty or obligation to grant such extension

9 Terms Are Subject to Change – Franchisee understands that the terms and conditions under this Addendum are subject to change In the event the terms and conditions are changed, Home Office will give Franchisee 30 days written notice before the changes are implemented

10 Effect on the Meaning and Terms of the Franchise Agreement Except as modified by this Addendum, the Franchise Agreement (which includes any and all exhibits and other addenda of the Franchise Agreement), including all rights of indemnification, shall remain in full force and effect and are incorporated into this Addendum by reference The words defined in the Franchise Agreement have the same meaning when used in this Addendum, except as otherwise provided in this Addendum

11 Reservation of Rights Except as its rights are modified by this Addendum, Home Office reserves all rights it has under the Franchise Agreement and all other rights in law and in equity

The parties have executed this Addendum on the date set forth above

TWO MEN AND A TRUCK®/INTERNATIONAL, Inc
"Home Office"

By ________________________________
Randy Shacka, President

____
"Franchisee"

By ________________________________

Exhibit J

ADDENDUM TO FRANCHISE AGREEMENT—MINI-MARKET

TWO MEN AND A TRUCK®

"Movers Who Care®"

TWO MEN AND A TRUCK®/INTERNATIONAL, Inc
ADDENDUM TO FRANCHISE AGREEMENT—MINI-MARKET

THIS ADDENDUM is made this _____ day of ___________, 20___ and modifies a Franchise Agreement of the same date ("Franchise Agreement") entered into by **TWO MEN AND A TRUCK®/INTERNATIONAL, Inc**, a Michigan corporation with its principal office at 3400 Belle Chase Way, Lansing, MI 48911-4251 ("Home Office") and ____________________ ______________________ with its principal office at ______________________________ ______________________ ("Franchisee")

A **Introduction** Home Office offers a variation to its standard franchise, which is called the 'Mini-Market Franchise " The Mini-Market Franchise is different than the standard franchise because the Marketing Area has a smaller population than a standard franchise and there are some differences in fees, performance requirements, Home Office's right to re-purchase the franchise, and other requirements relating to the franchise Franchisee desires to acquire a Mini-Market Franchise from Home Office and Home Office is willing to sell a Mini-Market Franchise to Franchisee The purpose of this Addendum is to modify the Franchise Agreement to reflect the provisions applicable to a Mini-Market Franchise

Accordingly, in consideration of the foregoing, the mutual covenants of the parties contained in this Addendum and other valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree to modify the Franchise Agreement as provided in this Addendum

B **Business Plans** Franchisee has submitted a business plan to Home Office relating to the development and operation of the Franchise Business and will submit a business plan to Home Office annually after beginning operation of the Franchise Business (the "Business Plans") Franchisee understands that Home Office's willingness to sell a Mini-Market Franchise to Franchisee is based on Franchisee's representation that it will follow the Business Plans Franchisee's deviation from the Business Plans without approval by Home Office will constitute a material breach of the Franchise Agreement

C **Initial and Ongoing Training** Article I, Section 5 of the Franchise Agreement is modified by adding the following

> Franchisee may be required to attend three to five days of on-site training at a franchise location specified by Home Office as part of the initial training course that Franchisee is required to attend and successfully complete

Article I, Section 7 of the Franchise Agreement is modified by adding the following

> If Home Office determines that it is not feasible, Franchisee will not be required to send representatives to the Front Line Annual Meeting every two years

D **Records and Bookkeeping Services** Article II, Section 2(a) of the Franchise Agreement is modified by adding the following

Franchisee must obtain records and bookkeeping services from Home Office at Franchisee's expense, as long as Home Office continues to offer those services Franchisee must sign a separate Records and Bookkeeping Franchise Addendum relating to those services

E **<u>Minimum Number of Trucks</u>** The first sentence of Article II, Section 3 of the Franchise Agreement is modified to read as follows

Franchisee must purchase or lease, prior to opening the Franchise Business, and maintain and/or acquire at all times thereafter, all equipment, phones, computer hardware and software, fixtures, signs, inventory, supplies, and other goods or services Home Office specifies for use in the Franchise Business, including at least one moving truck that display Home Office's **TWO MEN AND A TRUCK®** Mark and other Marks

F **<u>Hours of Operation</u>** Home Office may reduce the minimum hours of operation for Mini-Market Franchises from the hours specified in Article II, Section 9 of the Franchise Agreement Home Office will specify any applicable reduced hours of operation in a policy or otherwise in writing to Franchisee

G **<u>Minimum Local Advertising Expenditures</u>** Article II, Sections 12(b)(ii) and (iii) of the Franchise Agreement are modified to read as follows

(ii) Unless otherwise approved by Home Office, each calendar year Franchisee must spend at least the greater of 2% of Franchisee's Gross Sales of the previous calendar year or $1,000 per month for advertising and promoting the Franchise Business in the Marketing Area Home Office may specify certain advertising methods that Franchisee must use for some or all of its required advertising and promotion spending (for example, direct mail)

(iii) If Franchisee has acquired an existing franchise, Franchisee's minimum local advertising expenditures will be determined based on the Gross Sales of the acquired franchise for the previous calendar year In that case, Franchisee must spend at minimum, the greater of an annualized portion of the 2 percent of Gross Sales of the prior year or $1,000 per month on local advertising during the first calendar year Franchisee operates For example, if a franchise generated $1,000,000 in Gross Sales in the year 2010 and it was transferred on July 1, 2011, the new franchisee would be required to spend a minimum of $10,000 ($1,000,000 x 2% x 6/12 months) on local advertising from July through December in the year 2011 In this example, if the transfer occurred on January 1, 2011, the new franchisee would be required to spend a minimum of $20,000 ($1,000,000 x 2% x 12/12 months) during the calendar year 2011

H **<u>Minimum Performance Requirements</u>** The first two sentences of Article II, Section 21(a) of the Franchise Agreement are modified to read as follows

[Alternative 1—Marketing Area has a population of 75,000 or less]

(a) <u>Minimum Performance Requirements</u> For the 1^{st} through 4^{th} years of operation of a Unit in the Marketing Area, Franchisee must achieve annual Gross Sales (defined in Article IV, Section 2) of at least the following amounts (i) $100,000 for the 1st year of operation, (ii) $150,000 for the 2nd year of operation, (iii) 225,000 for the 3rd year of operation, and (iv) $325,000 for the 4th year of operation After a Unit has been operating in the Marketing Area for four years, for each subsequent year of operation Franchisee must (A) achieve Gross Sales of at least $325,000, and (B) perform in the top 85% of all Units operating in the United States in the annual growth percentage of Gross Sales as determined by Home Office

[Alternative 2—Marketing Area has a population of 75,001 to 100,000]

(a) Minimum Performance Requirements For the 1st through 4th years of operation of a Unit in the Marketing Area, Franchisee must achieve annual Gross Sales (defined in Article IV, Section 2) of at least the following amounts (i) $125,000 for the 1st year of operation, (ii) $175,000 for the 2nd year of operation, (iii) 250,000 for the 3rd year of operation, and (iv) $375,000 for the 4th year of operation After a Unit has been operating in the Marketing Area for four years, for each subsequent year of operation Franchisee must (A) achieve Gross Sales of at least $375,000, and (B) perform in the top 85% of all Units operating in the United States in the annual growth percentage of Gross Sales as determined by Home Office

[Alternative 3—Marketing Area has a population of 100,001 to 200,000]

(a) Minimum Performance Requirements For the 1st through 4th years of operation of a Unit in the Marketing Area, Franchisee must achieve annual Gross Sales (defined in Article IV, Section 2) of at least the following amounts (i) $175,000 for the 1st year of operation, (ii) $250,000 for the 2nd year of operation, (iii) 375,000 for the 3rd year of operation, and (iv) $500,000 for the 4th year of operation After a Unit has been operating in the Marketing Area for four years, for each subsequent year of operation Franchisee must (A) achieve Gross Sales of at least $500,000, and (B) perform in the top 85% of all Units operating in the United States in the annual growth percentage of Gross Sales as determined by Home Office

I **Franchise Fee** Article IV, Section 1 of the Franchise Agreement is modified to read as follows

[Alternative 1—Marketing Area has a population of 75,000 or less]

In consideration of the rights and license granted by Home Office, Franchisee agrees to pay, at the time of signing of this Agreement, a franchise fee in the amount of $15,000 The franchise fee is non–refundable

[Alternative 2—Marketing Area has a population of 75,001 to 100,000]

In consideration of the rights and license granted by Home Office, Franchisee agrees to pay, at the time of signing of this Agreement, a franchise fee in the amount of $20,000 The franchise fee is non–refundable

[Alternative 3—Marketing Area has a population of 100,001 to 200,000]

In consideration of the rights and license granted by Home Office, Franchisee agrees to pay, at the time of signing of this Agreement, a franchise fee in the amount of $30,000 The franchise fee is non–refundable

J **Technology and Support Fee** Article IV, Section 4 of the Franchise Agreement is modified by adding the following

Under the current policies of Home Office, the Technology and Support Fee for a Mini-Market Franchise is 2% of Gross Sales with no minimum monthly payment

K **Option to Purchase Assets of Franchise Business** Article XI of the Franchise Agreement is modified by adding the following new Section 22

22 Option to Purchase Assets of Franchise Business

(a) Option Home Office will have the option, but not the obligation, to purchase the assets of the Franchise Business at any time during the term of this Agreement For purposes of this Section, the assets of the Franchise Business means vehicles, equipment, inventory, leasehold interest (at Home Office's option), fixtures, furnishings, the rights under this Agreement, and other assets of the Franchise Business other than real estate owned by Franchisee This option may be exercised at any time by Home Office on written notice to Franchisee

(b) Purchase Price The purchase price will be the fair market value of the assets as agreed by the parties If the parties are not able to agree on the fair market value within seven days of Home Office exercising its option, the value will be determined by appraisal using the method described in Article XI, Section 12 The purchase price will be reduced by (i) the total current and long-term liabilities of the Franchise Business that Home Office agrees to assume, and (ii) any amounts due from Franchisee to Home Office Home Office will also retain $10,000 from the purchase price to cover damages and claims relating to the operation of the Franchise Business before the purchase by Home Office That amount will be held by Home Office for a period of one year after closing and may be used to pay damages or claims relating to the operation of the Franchise Business before the purchase by Home Office At the end of the one year period, Home Office will pay the amount remaining to Franchisee

(c) Leasehold Interest If Franchisee leases the Franchise Location, Home Office will have the option to include an assignment of Franchisee's lease for the Franchise Location in the purchase of the assets If Home Office exercises that option, Franchisee must cooperate fully and use its best efforts to acquire the landlord's approval of the assignment of the lease for the Franchise Location to Home Office, if necessary If Franchisee or an affiliate of Franchisee owns the Franchise Location, Home Office or its designee will have the option to enter into a lease for a term of not less than five years with an option by lessee to extend the term of the lease for an additional term of five years The lease will contain the standard terms and conditions contained in leases for the same or similar properties The rental under the lease for the initial five year term will be the fair rental value of the property as of the date of exercise of the option If the parties cannot agree on the fair rental value within seven days of Home Office exercising its option, the value will be determined by appraisal using the method described in Article XI, Section 12 The rental during the second five year option term will be the fair rental value of the property as of the date that is 30 days before the end of the initial term of the lease If the parties cannot agree on the fair rental value within seven days, the value will be determined by appraisal using the method described in Article XI, Section 12

(d) Closing The closing of the purchase will occur within 60 days after Home Office exercises its option to purchase the assets or such later date as may be necessary to determine fair market value, fair rental value and/or to comply with applicable bulk sales or similar laws At closing, Home Office and Franchisee agree to execute and deliver all documents necessary to vest title in the assets purchased by Home Office free and clear of all liens and encumbrances, except those assumed by Home Office, and to effectuate the assignment of the lease for the Franchise Location, if applicable Home Office will be entitled to customary warranties, closing documents and post-closing indemnifications Home Office reserves the right to assign its option to purchase the Franchise Business or to designate a substitute purchaser for the Franchise Business if Home Office remains responsible for and guarantees compliance with the provisions of this Section

(e) Operation During Option Period Home Office will have the right, on written notice to Franchisee, to manage the Franchise Business during the period following the exercise of the option by Home Office and before closing Home Office will be responsible for the debts of the Franchise Business during this period of management and may charge a reasonable fee to manage the Franchise Business, not to exceed five (5%) percent of gross sales of the Franchise Business This management fee is in addition to any royalty or advertising fund payments due to Home Office

L **Legal Effect** All terms not otherwise defined in this Addendum will have the same meaning as in the Franchise Agreement Except as modified by this Addendum, the Franchise Agreement will remain in full force and effect and is incorporated into this Addendum by reference

The parties have signed this Addendum on the date set forth at the beginning of this Addendum

TWO MEN AND A TRUCK®/ INTERNATIONAL, Inc "Home Office"	____________________ ' Franchisee"
By ____________________ Randy Shacka, President	By ____________________
	Its ____________________

Exhibit K

AREA DEVELOPMENT AGREEMENT

TWO MEN AND A TRUCK®

"Movers Who Care®"

TWO MEN AND A TRUCK®/INTERNATIONAL, INC

AREA DEVELOPMENT AGREEMENT

TWO MEN AND A TRUCK®

"Movers Who Care®"

TABLE OF CONTENTS

TWO MEN AND A TRUCK®/INTERNATIONAL, INC
AREA DEVELOPMENT AGREEMENT

THIS AGREEMENT is made this _____ day of ______________, 20____, between **TWO MEN AND A TRUCK®/INTERNATIONAL, INC** a Michigan corporation ("Home Office") and ____ ("Area Developer")

SECTION 1 - Introduction

(A) Franchise System

Home Office franchises a system for operation of moving and related services businesses The distinguishing characteristics of the system include the use of Home Office's trademarks, trade names, training, operational procedures, promotional techniques and materials, signs, layouts, methods of operation, and manuals covering business practices and policies Home Office may update and/or revise the System in the future The system that Home Office specifies and authorizes its franchisees to use from time to time is referred to in this Agreement as the "System" A business operated under the System will generally be referred to in this Agreement as the "Franchise Business"

(B) Marks

Home Office uses and has rights to certain logos, names, trademarks, and service marks, including the trademark **TWO MEN AND A TRUCK®**, which are used to identify the System and Franchise Businesses Home Office may, in the future, develop and register additional or different logos, names, trademarks, and service marks that it may make available for use by its franchisees The logos, names, trademarks, and service marks that Home Office may authorize its franchisees to use from time to time will be referred to in this Agreement as the "Marks"

(C) Multi-Unit Development

Home Office desires to expand and develop Franchise Businesses and is willing, in certain instances, to authorize qualified multi-unit franchisees to develop multiple Franchise Businesses

(D) Acknowledgements of Area Developer

Area Developer recognizes the advantages of operating under the System and Marks and desires to obtain the right to develop a number of Franchise Businesses in the areas described in this Agreement

Area Developer acknowledges that it received Home Office's Franchise Disclosure Document at least 14 days before signing this Agreement and that Area Developer was given the opportunity to clarify provisions in this Agreement and to consult with an attorney or other professional advisor Area Developer also acknowledges that it received a completed copy of this Agreement and all related agreements, containing all material terms (except for the date, signatures, and any minor matters not material to the agreements) at least seven (7) days before signing this Agreement Area Developer represents that it understands and agrees to be bound by the obligations of this Agreement

Area Developer understands the risks of being involved in a moving and related services business and is able to bear such risks Area Developer also acknowledges that the success of the Area Developer's business and the Franchise Businesses developed under this Agreement depends primarily on Area Developer's efforts In addition, other factors beyond the control of Home Office or Area Developer may affect the success of Area Developer's business and the Franchise Businesses developed under this Agreement, including competition, interest rates, economic conditions, government laws and regulations (especially as such laws and/or regulations pertain to obtaining authorities or licenses to move household goods and other items), policies, weather, consumer trends, inflation, labor costs, lease terms, market conditions, and other conditions that may be difficult to anticipate, assess, or even identify

Area Developer acknowledges that, except as may be set forth in Home Office's Franchise Disclosure Document, neither Home Office nor any of its agents have made or are authorized to make any oral, written or visual representations or projections of actual or potential earnings, sales, profits, costs, expenses, prospects or chances of success Area Developer agrees that it has not relied on and that Home Office will not be bound by allegations of any representations as to earnings, sales, profits, costs, expenses, prospects or chances of success

SECTION 2 - Grant of Area Development Franchise

(A) Grant of Development Rights

Home Office grants to Area Developer the right, during the term of this Agreement, to develop Franchise Businesses in the Marketing Areas described in Item 1 of Appendix A (the "Marketing Areas") in accordance with the terms and subject to the conditions of this Agreement

(B) Limited Exclusivity, Reservation of Rights

During the term of this Agreement and as long as Area Developer is not in default under this Agreement, Home Office will not operate or grant a franchise to any other person to operate a moving business using the Marks or the System from a location within any Marketing Area described in Appendix A All rights not expressly granted in this Agreement to Area Developer relating to the Marks and System are expressly reserved to Home Office Nothing in this Agreement will prevent Home Office from granting the right to establish or operate, or itself establishing or operating, businesses using the same or a similar system anywhere outside of the Marketing Areas, or marketing services or products that are not a part of the franchise offered by this Agreement under the Marks within the Marketing Areas In addition even though Area Developer may be licensed to operate within the Marketing Areas, such license will not prevent another **TWO MEN AND A TRUCK®** franchisee, or any other person other than Home Office, from originating a move within the Marketing Areas, or moving a customer located outside the Marketing Areas into the Marketing Areas, or originating a move and completing a move within the Marketing Areas In addition, such license will not prevent Home Office from using or continuing to develop its website or otherwise using the internet to market to prospective customers the services offered by **TWO MEN AND A TRUCK®** franchisees, even though prospective customers within the Marketing Areas could see the website advertising and decide to use a **TWO MEN AND A TRUCK®** franchisee other than Area Developer or its affiliate

SECTION 3 – Development Obligations

(A) Minimum Development Schedule

Area Developer agrees to open and thereafter continue to operate a Franchise Business within each of the Marketing Areas within the time periods specified in Item 2 of Appendix A ("minimum development schedule")

(B) Force Majeure

If a failure to comply with the minimum development schedule is due to causes beyond the control of the Area Developer, such as strike, weather, the inability to obtain essential equipment or materials, or fire, and the Area Developer has acted in good faith to comply with the minimum development schedule, the minimum development schedule will be extended for an additional time equal to the delay However, in no event will the minimum development schedule be extended for more than 180 days unless Home Office causes the delays Except for extensions granted for reasons described in this paragraph, Home Office has no obligation to extend the development rights under this Agreement

SECTION 4 - Term of Agreement, No Right to Renew

(A) Term

This Agreement will continue for the term specified in Item 3 of Appendix A Area Developer will have no right to renew this Agreement

SECTION 5 – Payment by Area Developer

(A) Area Development Fee

In consideration of the rights granted under this Agreement, Area Developer must pay an initial fee at the time of signing of this Agreement in the amount of $____________ This initial fee is non-refundable

(B) Fees Due Under Franchise Agreements

Area Developer must pay all fees due under each Franchise Agreement signed in connection with this Agreement, including but not limited to initial franchise fees, and then-current royalty fees, advertising fees and other fees

SECTION 6 – Procedure for Developing Franchise Businesses

(A) Rights to Use the Marks and System

This Agreement does not grant Area Developer any rights to use the Marks or the System or to operate a Franchise Business Those rights will only be granted in individual Franchise Agreements that will be entered into by Home Office and Area Developer or its affiliate, if any

(B) Site Approval, Submission of Disclosure Document Signing of Franchise Agreement

After Area Developer has located a site for development of a Franchise Business within a particular Marketing Area (subject to Section 6(D) below), Area Developer will submit to Home Office such information regarding the proposed site as Home Office specifies, together with the terms of any proposed lease relating to the site Home Office may seek additional information as it deems necessary within 30 days of submission of the prospective site, and Area Developer must respond promptly to such request for additional information Based on this information, Home Office will approve or reject the site in writing Home Office will not unreasonably reject a proposed site, although after the first franchise is opened, Home Office can use greater discretion and be more restrictive about approving any site in a Marketing Area that is not contiguous with a Marketing Area of a Franchise Business that Area Developer has already opened Promptly after approval of any site, Home Office will send to Area Developer (or affiliate, if applicable) a Franchise Disclosure Document and three copies of the then current Franchise Agreement for the approved site Immediately on receipt of the Franchise Disclosure Document, Area Developer (or affiliate, if applicable) must return to Home Office a signed copy of the Receipt of the Franchise Disclosure Document After the passage of any applicable disclosure period, Area Developer must sign and deliver to Home Office three copies of the Franchise Agreement and any initial franchise fees due under the Franchise Agreement, if any remain unpaid On receipt of the signed agreements and any applicable fee, Home Office will sign the Franchise Agreements and return a fully signed copy to Area Developer (or affiliate, if applicable) If Home Office is not legally able to deliver a Franchise Disclosure Document to Area Developer because of any lapse or expiration of its franchise registration, or because Home Office is in the process of amending any such registration, or for any reason beyond Home Office's reasonable control, Home Office may delay approval of the site for the proposed Franchise Business until such time as Home Office is legally able to deliver a Franchise Disclosure Document

(C) Conditions Precedent to Home Office's Obligations

It is a condition to Home Office's obligations under Section 6(B) that Area Developer has performed all of its obligations under all agreements between Home Office and Area Developer

(D) Urban Marketing Area, Physical Site within Marketing Area May Not be Required

If Area Developer is granted the right under this Agreement to develop three or more contiguous Marketing Areas in an Urban Location (See Appendix A, Item 3 to determine whether the Marketing Areas are within an Urban Location) wherein a physical site does not exist or is unavailable (due to occupancy of a third party, high cost, or other business reason) for operation of a Franchise Business, including the parking of moving trucks and other business vehicles, then Home Office, in its sole discretion, may permit Area Developer to sign a Franchise Agreement for a Marketing Area that does not require the placement of a Franchise Business location within the Marketing Area, provided that at least one of Area Developer's contiguous Marketing Areas has a Franchise Business location

Area Developer understands and agrees that the rights under a Franchise Agreement for any Marketing Area within an Urban Location subject to this Agreement, that permits operation of a franchise without a physical site within the Marketing Area, may not be transferred unless the proposed transferee (in addition to satisfying the other requirements of the Franchise Agreement) obtains a physical site to operate the Franchise Business within the Marketing Area, or, if permitted by Home Office in its sole discretion, a physical site outside the Marketing Area if no physical site within the Marketing Area is available

SECTION 7 – Franchise Marks

(A) Description and Acknowledgement of Marks

Area Developer acknowledges the validity of the Marks and that the Marks are the sole property of Home Office Area Developer also agrees that any further rights or goodwill that may develop in any of the Marks in the future will inure solely to the benefit of Home Office If Area Developer receives notice, or is informed, of any claim, demand, or suit against Area Developer on account of any alleged infringement, unfair competition, or similar matter relating to Area Developer's use of the Marks, Area Developer must promptly notify Home Office of any such claim, demand, or suit Home Office will then take such action as Home Office deems necessary and appropriate to protect and defend Area Developer against such claim by any third party If Area Developer receives notice or is informed or learns that any third party, who Area Developer believes is not authorized to use the Marks, is using the Marks or any name or mark confusingly similar to the Marks, Area Developer must promptly notify Home Office of the facts relating to such alleged infringing use Home Office will, in its sole discretion, determine whether or not it wishes to take any action against such third party on account of such alleged infringement of the Marks Home Office will have the right to control any negotiations, proceedings or litigation involving the Marks Area Developer must not settle or compromise any lawsuit or other proceeding involving the Marks without the prior written consent of Home Office If Home Office chooses to prosecute any violation of the Marks or undertakes the expense of any defense of the Marks, Area Developer must execute all documents and do all acts necessary or incidental to that action as counsel for Home Office may reasonably request

SECTION 8 - Confidentiality and Non-Competition

(A) Confidential Information

Area Developer acknowledges that Home Office is the owner of all proprietary rights in and to the System and all material now or later revealed to Area Developer under this Agreement relating to the System Area Developer further acknowledges that the System, in its entirety, constitutes trade secrets and/or confidential information of Home Office which is revealed to Area Developer in confidence, solely for the purpose of enabling Area Developer to establish and operate Franchise Businesses in accordance with the terms of this Agreement Area Developer agrees that during the term of this Agreement and after termination or expiration of this Agreement, Area Developer and its affiliates and the shareholders, members, officers, directors, partners, owners, investors, employees, and agents of Area Developer and its affiliates must not reveal any aspect of the System or any documentation relating to the System to any person or entity other than a person authorized by Home Office Area Developer must require its employees and agents to execute a confidentiality agreement in the form specified by Home Office before revealing any aspect of the System to the employee

(B) Restrictions on Competition

Area Developer and its affiliates and the shareholders, members, officers, directors, partners, owners, and investors of Area Developer and its affiliates must not, during the term of this Agreement, have any interest in, as an owner (except for no more than 5% of the publicly traded securities of any company), director, officer, employee, consultant, representative or agent, or in any other capacity, or otherwise engage in any "Competing Business" (defined below), (except Franchise Businesses operated under Franchise Agreements entered into between Area Developer (or its affiliate, if applicable) and Home Office), or in any business or entity that franchises, licenses, or otherwise grants to others the right to operate a Competing Business, without the prior written approval of Home Office and the written consent of any licensor or franchisor of the Competing Business

On the termination (including termination on transfer) or expiration of this Agreement, except termination by Area Developer for cause, Area Developer and its affiliates and the shareholders, members, officers, directors, partners, owners, and investors of Area Developer and its affiliates, must not, for a period of three years commencing on the later of the effective date of termination or expiration, or the date of any Court order enforcing this provision, have an interest as an owner (except for no more than 5% of the publicly traded securities of any company), partner, member, director, officer, employee, consultant, representative or agent, or in any other capacity, or engage in any other capacity in any Competing Business or in any business or entity that franchises, licenses or otherwise grants to others the right to operate a Competing Business within any "Geographic Area" (defined below)

Area Developer and its affiliates and the shareholders, members, officers, directors, partners, owners, and investors of Area Developer and its affiliates must not, during the term of this Agreement and for a period of three years after termination or expiration of this Agreement (1) divert or attempt to divert any business or customer of a Franchise Business to any Competing Business by direct or indirect inducements or otherwise, or (2) employ or seek to employ any person who was, at the time, employed by Home Office or its affiliates or by another franchisee, or directly or indirectly induce any person to leave their employment with Home Office or its affiliates or with another franchisee

For purposes of this Agreement, a "Competing Business" means (a) a business that is identical to or similar to a business using the System, (b) any moving, storage, packing, unpacking or similar business, but not a storage business located off site of a moving business location, and (c) any business granting franchises or licenses to others to operate moving, storage, packing, unpacking or similar businesses For purposes of this Agreement, a "Geographic Area" includes the Marketing Areas and the area within a twenty-mile radius of the Marketing Areas and the marketing area of any other Franchise Business and the area within a twenty-mile radius of any marketing area of any other Franchise Business existing or planned at the date of expiration, termination, or non-renewal of this Agreement

If all or a part of these restrictions are found to be invalid, this Section will be considered as imposing the maximum restrictions allowed under the applicable state law in place of the invalid restriction

SECTION 9 – No Subfranchising, Transferability

(A) No Subfranchising

Area Developer has no authority to and must not offer, sell or negotiate the sale of Franchise Businesses to any third party, either in Area Developer's own name or in the name and on behalf of Home Office, or otherwise subfranchise, share, divide or partition this Agreement and nothing in this Agreement will be construed to grant Area Developer any such rights

(B) General Rule

This Agreement is personal to Area Developer or to the owners of Area Developer if Area Developer is a corporation, limited liability company, partnership or other entity This Agreement or any interest in the corporation, limited liability company, partnership or other entity (if Area Developer is a corporation, limited liability company, partnership or other entity) must not be transferred, assigned, pledged, encumbered or sold, either directly, indirectly or contingently, whether voluntarily or by operation of law, except with the prior written consent of Home Office and then only in accordance with the provisions of Section 9(E) Any attempted assignment or transfer not in accordance with this Agreement will have no effect and will constitute a breach of this Agreement

(C) Transfer on Death or Incapacity

If Area Developer or the last surviving principal of Area Developer (if Area Developer is a corporation, limited liability company, partnership or other entity) dies or becomes incapacitated, Area Developer's or the principal's rights under this Agreement will pass to the estate, heirs, devisees or legal representatives of Area Developer or the principal of Area Developer (collectively referred to in this Agreement as the "estate") The estate may continue to perform under this Agreement if (a) the estate provides a qualified individual acceptable to Home Office to manage the business of Area Developer on a full time basis, (b) this manager attends and successfully completes Home Office's training program at the estate's expense, and (c) this manager assumes full time operation of the business of Area Developer within 90 days of the date Area Developer dies or becomes incapacitated If the estate fails to designate an acceptable manager or the designated manager fails to attend and satisfactorily complete the training program and to assume the full time operation of the business of Area Developer within 90 days of the death or incapacity, then the estate must sell the estate's interest in this Agreement within 180 days of the date of death or incapacity Any sale must be made in accordance with Section 9(E)

(D) Right of First Refusal

Area Developer or any person owning an interest in Area Developer or any legal heir or devisee of any deceased Area Developer or person owning an interest in Area Developer ("Seller") who receives and desires to accept a bona fide offer from a third party to purchase all or part of Seller's interest in this Agreement, the Area Developer, or the assets of the Area Developer, must notify Home Office in writing of such offer ("Offer Notice") within ten (10) days of receipt of the offer The transaction described in the Offer Notice will be referred to as the "Transaction " The Offer Notice must describe the Transaction in detail, including the name and address of the proposed purchaser, the nature of the Transaction, the consideration to be paid and all other material terms and conditions of the Transaction In addition to the Offer Notice, the Seller must also deliver copies of all documents to be executed in conjunction with the Transaction and any financial or other information as Home Office may specify to reasonably inform Home Office of the financial condition of the Area Developer's business, including but not limited to financial statements and tax returns of the Area Developer's business Home Office will then have, for a period of 30 days from the date of delivery of the information specified above, the right and option ('right of first refusal"), exercisable by written notice to the Seller, to purchase that interest on the terms specified in the Offer Notice (modified as described below)

Home Office may designate a substitute purchaser to complete the Transaction If the Transaction involves the purchase of stock or other ownership interests, Home Office will have the option to purchase the assets of Area Developer instead for equivalent consideration If the consideration, terms or conditions offered by the proposed purchaser are such that Home Office may not reasonably be required to furnish the same, for example, if the consideration is not cash or cash equivalents, Home Office may pay a reasonable equivalent in cash If the Seller and Home Office are not able to agree within a reasonable time on equivalent or substitute cash consideration, Home Office may appoint an independent appraiser, whose determination will be binding on Seller and Home Office

If Home Office exercises its right of first refusal, the Transaction will be closed by the later of (i) 90 days after exercise of the right of first refusal, or (ii) 30 days after any necessary determinations of equivalent or substitute cash consideration Home Office will be entitled to customary warranties, closing documents and post-closing indemnifications

If Home Office does not exercise its right of first refusal, Area Developer may transfer the interest, but only on the same terms as offered to Home Office and subject to Home Office's rights of approval as specified in Section 9(E) If Area Developer does not complete the transfer within 90 days, Home Office will again have the right of first refusal to purchase the interest

(E) Conditions of Home Office's Consent to Transfer

If Area Developer or any person owning an interest in Area Developer desires to transfer any rights in this Agreement or in Area Developer, Area Developer, or another appropriate person, must give written notice of the proposed transfer to Home Office, setting forth in detail the nature of the items to be transferred, the name, address and background of the proposed transferee, the consideration for the transfer and any other information that Home Office may reasonably require This notice must also include a copy of any agreement relating to the proposed transfer After reviewing the information, Home Office will determine, in accordance with the provisions of this Agreement and any procedures specified in Home Office s Manuals, whether to grant its consent to the transfer Home Office will not unreasonably withhold its consent to a transfer of the type permitted by this Agreement

Before Home Office consents to a transfer, the following conditions must be fulfilled

(1) the proposed transferee must follow the same application procedures as a new Area Developer and must meet the same standards of character, business experience, credit standing, health, etc as Home Office has set for any new Area Developer,

(2) the proposed transferee must assume in writing for the benefit of Home Office all rights and obligations of Area Developer under this Agreement,

(3) the proposed transferee must complete Home Office's training program to Home Office's satisfaction, exercised in good faith,

(4) as of the date of the transfer, Area Developer has fully complied with all of its obligations to Home Office, whether under this Agreement or any other agreement with Home Office,

(5) the terms of the proposed transfer must not place unreasonable burdens on the proposed transferee, and

(6) Area Developer must sign at the time of transfer an agreement releasing Home Office from any claims

Area Developer acknowledges that the conditions listed above are necessary for protection of the Marks and System and do not impose unreasonable restrictions on the transfer of this Agreement

(F) Individual Franchise Agreements

Area Developer (or an affiliate, if applicable) must not sign any Franchise Agreement or develop any Franchise Business with a view to transfer or assign such Franchise Agreement or Franchise Business

(G) Transfer of Home Office's Interest

This Agreement is fully assignable by Home Office and will inure to the benefit of any assignee or other legal successor to the interests of Home Office Home Office may sell, assign, discount or otherwise transfer any rights under this Agreement or any other assets of Home Office or its owners, without notice to or approval of Area Developer or any other franchisee, at any time However, Home Office will make provision for the performance of its obligations under this Agreement by the assignee, to the extent required by applicable law

SECTION 10 - Termination

(A) Termination by Area Developer

Area Developer has the right to terminate this Agreement before its expiration only for good cause and only in accordance with the requirements set forth in Section 10(E) below Good cause for termination by Area Developer means any material breach of this Agreement by Home Office

(B) Termination by Home Office

Home Office has the right to terminate this Agreement before its expiration only for good cause and only in accordance with the requirements of Sections 9(C) or (E) below Good cause for termination by Home Office means any material breach of this Agreement by Area Developer or the occurrence of any of the events listed in Sections (C) and (D) below

(C) Immediate Termination

Any of the following events will (1) constitute a material default under this Agreement, (2) constitute good cause for termination of this Agreement by Home Office, and (3) entitle Home Office to terminate this Agreement immediately by written notice to Area Developer without affording Area Developer an opportunity to cure

(1) any willful and material misrepresentation by Area Developer or any owner, shareholder, member or partner of Area Developer relating to the acquisition of this franchise,

(2) any assignment or transfer of this Agreement or of Area Developer without complying with Section 9 of this Agreement,

(3) the conviction of, or plea of guilty or no contest by the Area Developer or any owner, shareholder, member or partner of Area Developer of (i) a crime for which the minimum penalty includes imprisonment for more than one (1) year, or (ii) any other crime, offense or misconduct involving fraud or dishonesty or in any way relevant to the operation of the Area Developer's business, and

(4) any conduct by the Area Developer or any owner, shareholder, member or partner of Area Developer that reflects materially and adversely on the operation or reputation of the Marks or System

(D) Termination After Notice Period

Any of the following events will (1) constitute a material default under this Agreement, (2) constitute good cause for termination of this Agreement by Home Office, and (3) entitle Home Office to terminate this Agreement in accordance with the requirements set forth in Section 9(E) below

(1) adjudication of bankruptcy of Area Developer, the insolvency of the Area Developer's business, appointment of a receiver or trustee to take charge of the Area Developer's business by a court of competent jurisdiction or the general assignment by Area Developer for the benefit of creditors,

(2) a final judgment or the unappealed decision of a regulatory officer or agency that results in a temporary or permanent suspension of any permit or license that is a prerequisite to operation of Area Developer's business, and

(3) any material breach of this Agreement by Area Developer of an affiliate of Area Developer or any owner, shareholder, member or partner of Area Developer or an affiliate of Area Developer or a breach by Area Developer or an affiliate of Area Developer or any owner, shareholder, member or partner of Area Developer or an affiliate of Area Developer of any of the terms of any other agreements entered into with Home Office

(E) Notice Required for Termination, Cure

The following procedures will be used for termination for good cause (other than termination under Section 9(C) above)

(1) The party terminating for good cause (the "terminating party") must give a written <u>notice of termination</u> to the party in default (the "defaulting party") specifying any reason or reasons for the termination and the date the termination will be effective The effective date of termination must be at least ten (10) days for the non-payment of any amounts due, and at least thirty (30) days in all other instances, from the date of the notice Except as provided in Section 9(E)(2), termination will be automatically effective without further action by the terminating party on the date specified in the notice as the effective date of termination

(2) The defaulting party may prevent termination only by completely curing, prior to the date specified in the notice as the effective date of termination, all the defaults specified by the terminating party in the notice This right to cure will not apply if (i) the defaulting party, after previously curing any default, engages in the same default within a period of six (6) months whether or not the defaults are cured after notice, or (ii) the defaulting party has repeatedly failed to comply with one (1) or more requirements of this Agreement, whether or not corrected after notice

(F) Effect of Expiration or Termination

On the expiration of the term of this Agreement or on the prior termination of this Agreement, Area Developer will have no further right to develop undeveloped Marketing Areas (i e Marketing Areas that at the time of such termination or expiration are not subject to the terms of an existing Franchise Agreement) After expiration or termination of this Agreement, Home Office will be free to open, own or operate or to franchise others to open, own or operate Franchise Businesses in any Marketing Areas that are not subject to the terms of an existing Franchise Agreement

Termination or expiration of this Agreement will not affect Area Developer's obligations under Section 7 relating to the Marks, Section 8 relating to confidentiality and non-competition, Section 11 relating to arbitration, dispute resolution and controlling law, Section 12(B) relating to indemnification, or other obligations in this Agreement which, by their terms or intent survive termination or expiration of this Agreement

SECTION 11 – Law and Jurisdiction, Dispute Resolution, Injunctive Relief, Costs of Enforcement

(A) Choice of Law

This Agreement will take effect only on its acceptance and execution by Home Office (which will be deemed to be in Michigan), and will be interpreted and construed under the laws of Michigan If there is any conflict of law, the laws of Michigan will prevail, without regard to the application of Michigan conflict-of-law rules If, however, any provision of this Agreement would not be enforceable under the laws of Michigan, and if Area Developer's business is located outside of Michigan and such provision would be enforceable under the laws of the state in which Area Developer's business is located, then such provision will be interpreted and construed under the laws of that state Nothing in this Section is intended by the parties to subject this Agreement to any franchise or similar law, rule, or regulation of the State of Michigan to which it would not otherwise be subject

(B) Jurisdiction and Venue

Unless otherwise precluded by law, any legal proceedings between the parties must be brought and conducted only in a State or Federal Court in the State of Michigan located in the County in which Home Office's principal office is located and Area Developer consents to those Courts having personal jurisdiction of Area Developer

(C) Injunctive Relief

Home Office will have the right, without the posting of any bond or security and without the need to prove irreparable injury, to obtain specific enforcement of the terms of this Agreement from a court of competent jurisdiction, by temporary and/or permanent injunctions or other equitable relief Specifically, Home Office will have the right to obtain injunctive relief to prevent Area Developer from engaging in the following acts, which Area Developer acknowledges would cause irreparable harm to Home Office (1) misusing any of the rights licensed by this Agreement, (2) engaging in competitive operations in violation of the in-term and post-term restrictions on competition set forth in Section 8, (3) disclosing to any person or using in a Competitive Business, the trade secrets or confidential information of Home Office, (4) transferring or assigning this Agreement or the assets of Area Developer without complying with this Agreement, (5) engaging in acts or practices in violation of applicable laws and regulations or that are fraudulent, dishonest or create health or other hazards to the public, or (6) significantly impairing the goodwill associated with Home Office Home Office's rights to apply for injunctive relief are in addition to all other remedies available to Home Office under applicable law

(D) No Class Action or Consolidation

The parties agree that any suit, action, arbitration, litigation, or other legal proceeding will only be conducted on an individual basis and not on a class-wide, multiple-plaintiff, consolidated, or similar basis The parties waive, to the fullest extent allowed by law, any right to pursue or participate as a plaintiff or a class member in any claim on a class-wide, multiple-plaintiff, consolidated, or similar basis or in a representative capacity

(E) Jury Waiver, Time Period for Bringing Claims, Limitation of Damages

HOME OFFICE AND AREA DEVELOPER IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF THEM AGAINST THE OTHER, WHETHER OR NOT THERE ARE OTHER PARTIES IN SUCH ACTION OR PROCEEDING, EXCEPT AS OTHERWISE PROHIBITED BY LAW

ALL CLAIMS ARISING UNDER THIS AGREEMENT OR FROM THE RELATIONSHIP BETWEEN THE PARTIES ARE BARRED UNLESS AN ACTION IS FILED AND TIMELY SERVED ON THE OPPOSING PARTY WITHIN ONE YEAR FROM THE DATE THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE FACTS CREATING THE CLAIM, EXCEPT TO THE EXTENT ANY APPLICABLE LAW OR STATUTE PROVIDES FOR A SHORTER PERIOD OF TIME TO BRING A CLAIM OR AS OTHERWISE REQUIRED BY LAW IF A STATUTE BARS THE LIMITATION SET FORTH IN THIS PARAGRAPH FOR ANY PARTY, THEN EACH PARTY TO THIS AGREEMENT SHALL HAVE THE SAME PERIOD OF TIME TO BRING AN ACTION AGAINST AN OPPOSING PARTY AS THE LAW PERMITS

AREA DEVELOPER WAIVES ANY SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES AGAINST HOME OFFICE AND AGREES THAT IN THE EVENT OF A DISPUTE BETWEEN THEM, AREA DEVELOPER WILL BE LIMITED TO THE RECOVERY OF ANY ACTUAL DAMAGES SUSTAINED BY AREA DEVELOPER

(F) Costs of Enforcement

If Home Office incurs costs and expenses due to Area Developer's violation of this Agreement, Area Developer agrees, whether or not Home Office initiates a formal legal proceeding, to reimburse Home Office for all of Home Office s costs and expenses incurred, including, without limitation, reasonable accounting and attorney's fees and related fees

SECTION 12 – General Conditions and Provisions

(A) Independent Contractor

Area Developer is and will be considered an independent contractor with control and direction of its business and operations limited only by the conditions set forth in this Agreement or otherwise specified by Home Office No agency, employment, partnership or joint venture is created by this Agreement and neither party has the right to act on behalf of the other The parties acknowledge that this Agreement does not create a fiduciary relationship between the parties

(B) Indemnification

Area Developer is responsible for all losses or damages from contractual liabilities to third persons from the possession, ownership and operation of the Area Developer's business and all claims or demands for damages to property or for injury, illness or death of persons, directly or indirectly, arising out of, or in connection with, possession, ownership or operation of the Area Developer's business or the actions or omissions of Area Developer Area Developer must defend, indemnify and hold harmless Home Office and its affiliates, subsidiaries and parent companies and their agents, employees, attorneys and other franchisees, their agents, employees and attorneys, against any and all claims, suits, demands, losses, damages or liabilities and all related expenses, including reasonable attorneys fees and court costs, which arise out of, in connection with, or as a result of possession, ownership, or operation of the Area Developer's business or the acts or omissions of Area Developer This indemnity obligation will continue in full effect even after the expiration, transfer, or termination of this Agreement Home Office will notify Area Developer of any claims against Home Office subject to this Section and Area Developer will be given the opportunity to assume the defense of the matter If Area Developer fails to assume the defense, Home Office may defend the action in the manner it deems appropriate and Area Developer must pay Home Office for all costs, including reasonable attorneys fees, incurred by Home Office in defending the action, in addition to any sum which Home Office may pay by reason of any settlement or judgment against Home Office in the action Home Office's right to indemnity under this Agreement will arise and be valid notwithstanding that joint or concurrent liability may be imposed on Home Office by statute, ordinance, regulation or other law

If Home Office determines in its sole discretion that Area Developer cannot or will not resolve a dispute with a third party, and that such failure to resolve it has or is reasonably likely to cause damage to the Marks and/or the **TWO MEN AND A TRUCK®** franchise system's business reputation, then upon notice to Area Developer, Home Office may resolve the dispute directly with the third-party by payment of damages alleged and supported by documentary evidence by the third-party, including attorney's fees, and Area Developer agrees to indemnify Home Office for all such payments If Home Office pays such damages to a third-party, Home

Office will invoice Area Developer for the damages paid, and payment from Area Developer will be due to Home Office within fourteen (14) days from the date of invoice

(C) Corporation, Limited Liability Company, Partnership or Other Entity

If Area Developer is a corporation, limited liability company, partnership or other entity, the name and address of each owner of Area Developer is set forth on Appendix B

(D) Waivers

The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, will not affect the right of that party to require performance of that provision or to exercise any right under this Agreement The failure or delay of Home Office to require performance by another area developer or franchisee of any provision of its agreement, even if known, will not affect the right of Home Office to require performance of that provision in this Agreement or to exercise any right under this Agreement Any waiver by any party of any breach of any provision of this Agreement is not a waiver of any continuing or later breach of that provision, a waiver of the provision itself, or a waiver of any right under this Agreement No notice to or demand on any party in any case, of itself, entitles that party to any other notice or demand in similar or other circumstances

(E) Consents, Approvals and Satisfaction

Whenever Home Office's consent or approval is required under this Agreement, consent or approval will not be unreasonably withheld or delayed unless specifically stated in this Agreement to the contrary All consents or approvals required of Home Office are not binding on Home Office unless the consent or approval is in writing and signed by an officer or managing member of Home Office Home Office's consent or approval, whenever required, may be withheld if Area Developer is in default under this Agreement or Area Developer or any affiliate of Area Developer is in default under any other agreement entered into with Home Office Where the satisfaction of Home Office is required under this Agreement, unless the Agreement expressly states otherwise, the satisfaction is determined in Home Office's sole discretion Home Office will have no liability or obligation to the Area Developer by providing any waiver, approval, assistance, consent or suggestion to Area Developer

(F) Third Parties

Except as provided in this Agreement to the contrary for any affiliates or franchisees of Home Office, nothing in this Agreement, whether expressed or implied, is intended to confer any rights under this Agreement on any person (including other area developers or franchisees) other than the parties and their respective personal representatives, other legal representatives, heirs, successors and permitted assigns

(G) Cumulative Remedies

All remedies, either under this Agreement or by law or otherwise afforded, will be cumulative and not alternative

(H) Notices

Any notice or demand given or made pursuant to the terms of this Agreement must be personally served or sent by registered or certified mail to the address designated below or such other address as may be designated by notice pursuant to this Section

If to Home Office	Jeff Wesley, Chief Executive Officer Randy Shacka, President **TWO MEN AND A TRUCK® /INTERNATIONAL, Inc** 3400 Belle Chase Way Lansing, MI 48911-4251
If to Area Developer	See Item 4 of Appendix A

Any notice sent by mail pursuant to this Section is effective upon mailing

(I) Unavoidable Contingencies

Neither party will be responsible for any contingency that is unavoidable or beyond its control, such as strike, flood, war, rebellion, governmental limitation or Act of God

(J) Entire Agreement, Modifications

This Agreement and all exhibits and other documents attached to this Agreement are incorporated in this Agreement by reference, and constitute the full and entire agreement between the parties This Agreement supersedes all previous representations, inducements, agreements or understandings between the parties and such previous representations, inducements, agreements and/or understandings, if any, are merged into this Agreement and superseded by this Agreement No officer or employee or agent of Home Office has any authority to make any representation or promise not contained in this Agreement or related agreements, or in any Disclosure Document for prospective franchisees required by applicable law, and Area Developer agrees that it has executed this Agreement without reliance upon any such representation or promise This Agreement cannot be amended or modified other than by an agreement in writing executed by both parties, except as otherwise specifically provided for in this Agreement

(K) Severability

Each Section, part or provision of this Agreement will be considered severable If a court of competent jurisdiction finds any Section, part or provision unenforceable, that determination will not impair the operation or affect the validity of the remainder of this Agreement

(L) Obligations Joint and Several

If there is more than one individual or entity executing this Agreement as Area Developer, all such persons are jointly and individually liable for the Area Developer's obligations under this Agreement

(M) Affiliate Definition

The term "affiliate" or "affiliates" when used in reference to Area Developer includes, but is not limited to, all persons who are related to the Area Developer (including but not limited to Area Developer's spouse), principals, owners, officers, directors, shareholders, members of limited liability companies partners, employees, guarantors, parent companies, sister companies and subsidiaries An entity is affiliated with Area Developer when the entity controls, is controlled by or under common control with Area Developer or any other affiliate as defined in this Section The term 'affiliate' or "affiliates" when used in reference to Home Office means any entity that controls, is controlled by or under common control with Home Office

(N) Execution by Home Office

The submission of this Agreement is not an offer by Home Office and Home Office is not bound in any way until the president of Home Office executes this Agreement

(O) Headings

Section and Subsection headings are for convenience of reference only and do not limit or affect the provisions of this Agreement

In the presence of **TWO MEN AND A TRUCK®/INTERNATIONAL, Inc**

____________________ By ______________________________
Randy Shacka, President

In the presence of

____________________ ______________________________
(Area Developer)

By ______________________________

Its ______________________________

APPENDIX A

ITEM 1 The Marketing Areas referred to in Section 2(A) are described below

ITEM 2 The minimum development schedule under Section 3(A) is as follows

Time Period Ending	**Number of Marketing Areas that Must be in Operation as of Date Described in Left-Hand Column**

ITEM 3, If the Marketing Areas are within an Urban Location, as referenced in Section 6(D), the "Yes" box, below, will be checked (√), otherwise the "No" box, below, will be checked (√) **Whether or not the YES box is checked below, the Marketing Areas subject of this Agreement do not exist within an Urban Location unless one or more of the Marketing Areas subject of this Agreement has a population of 1,000,000 or more at the time this Agreement is signed** as determined using a valid source specified by Home Office

YES ☐ **NO** ☐

ITEM 4 The term of this Agreement is ______________________________

ITEM 5 The Area Developer's address and facsimile number for purposes of notice are

____

____

____

Facsimile number (___) _____-_______

Dated _____________

TWO MEN AND A TRUCK® /INTERNATIONAL, INC

By ______________________________

Randy Shacka, President

____

(Area Developer)

By ______________________________

Its ______________________________

APPENDIX B—OBLIGATIONS AND REPRESENTATIONS OF INDIVIDUAL INTERESTED PARTIES

This is an attachment to the Area Development Agreement between **TWO MEN AND A TRUCK®/INTERNATIONAL, Inc** ("Home Office") and the Area Developer named below dated ____________________, 20_____ ("Area Development Agreement") All capitalized terms not defined in this Exhibit will have the same meaning ascribed to them in the Area Development Agreement

Each of the individuals signing below (each an "Interested Party") is directly or indirectly beneficially interested in the Area Developer's business as a shareholder, partner, member, owner and/or investor of Area Developer As such, each Interested Party hereby agrees to and shall be jointly, severally, and personally bound by all the terms and provisions of the Area Development Agreement to the same extent and in the same manner as Area Developer is bound, including but not limited to the confidentiality covenants, the non- competition covenants, the non-solicitation covenants, and all other restrictive covenants set forth in the Area Development Agreement, whether or not Interested Party's status as a shareholder, partner, member, owner, and/or investor of Area Developer may change or cease during or after the term of the Area Development Agreement This document will not impair any separate instrument of guaranty that any Interested Party signing below has executed or may execute in the future

Each Interested Party represents that the Interested Parties identified below constitute all the owners of a beneficial interest in Area Developer Each Interested Party acknowledges and agrees that any change in the ownership of Area Developer represented below is subject to the transfer provisions of the Area Development Agreement and requires prior notice and approval from Home Office

Each Interested Party signing below represents and warrants to Home Office that the following is correct and true

Legal Name of Area Developer ______________________________

Type of Entity and State of Organization (sole proprietorship, corporation, partnership, limited liability company, etc) ______________________________

____

d/b/a (if applicable) ______________________________

Address of Area Developer ______________________________

____

Business Telephone ______________________________

Name, Address, Phone No , Title and % of Ownership of each Interested Party

Name ____________________
Address ____________________
Telephone ____________________
Title ____________________ % Ownership ________

Name ____________________
Address ____________________
Telephone ____________________
Title ____________________ % Ownership ________

Name ____________________
Address ____________________
Telephone ____________________
Title ____________________ % Ownership ________

(Attach additional sheets if necessary)

Acknowledged and Agreed by Each Undersigned Interested Party

/S/____________________ Dated ________

____
(Print Name Above)

/S/____________________ Dated ________

____
(Print Name Above)

/S/____________________ Dated ________

____
(Print Name Above)

Exhibit L

ADDENDUM TO FRANCHISE AGREEMENT—
PARTICIPATION IN CAPTIVE INSURANCE PROGRAM

TWO MEN AND A TRUCK®

"Movers Who Care®"

ADDENDUM TO TWO MEN AND A TRUCK® FRANCHISE AGREEMENT— PARTICIPATION IN CAPTIVE INSURANCE PROGRAM

THIS ADDENDUM is made effective the _____ day of ___________, 20___ and modifies a Franchise Agreement dated __________________, 20_____ ("Franchise Agreement") entered into by **TWO MEN AND A TRUCK®/INTERNATIONAL, Inc**, a Michigan corporation with its principal office at 3400 Belle Chase Way, Lansing, MI 48911-4251 ("Home Office") and ____ with its principal office at ____ ("Franchisee")

(A) **Introduction** The Franchise Agreement provides that, if Franchisee obtains some or all of its insurance coverages through a captive insurance program, Franchisee must participate in the captive insurance program specified by Home Office Home Office currently specifies the captive insurance program provided by Summit Insurance Ltd, which is a Cayman Islands exempted company incorporated with limited liability ("Summit Insurance") Summit Insurance is in the business of providing reinsurance for an insurance program currently consisting of workers' compensation, commercial general liability and commercial automobile liability and physical damage insurance coverages written by U S licensed insurance companies for the Shareholders of Summit Insurance and other approved parties

Summit has set up a program that allows certain **TWO MEN AND A TRUCK®** franchisees, that qualify on their own to be a Shareholder of Summit Insurance ("A-Cell franchisees"), to acquire insurance coverages directly from or through Summit Insurance (the "A-Cell Insurance Program") Summit Insurance has also set up a program that allows certain **TWO MEN AND A TRUCK®** franchisees, that would not qualify on their own due to premium size ("B-Cell franchisees"), to acquire insurance coverages from or through Summit Insurance under Home Office's status as a Shareholder of Summit Insurance (the "B-Cell Insurance Program") As part of the B-Cell Insurance Program, Home Office is responsible for **TWO MEN AND A TRUCK®** B-Cell franchisees' obligations to Summit Insurance and has issued a letter of credit to secure those obligations (the "Letter of Credit") The A-Cell Insurance Program and the B-Cell Insurance Program will sometimes be referred to as the "Insurance Program"

TWO MEN AND A TRUCK® franchisees are not required to participate in the Insurance Program, but **TWO MEN AND A TRUCK®** franchisees that meet certain qualifications may be offered the opportunity to participate in the Insurance Program Franchisee has requested that it be allowed to participate in the Insurance Program Home Office is willing to approve Franchisee for participation in the Insurance Program which will allow Franchisee to apply to acquire insurance coverages from or through Summit Insurance, subject to the terms and conditions of this Addendum

For purposes of this Addendum, references to "Summit Insurance" will include any agents or representatives of Summit Insurance and brokers, insurance companies and other service providers providing services in connection with the Insurance Program, but will not include Home Office in any capacity

In consideration of the foregoing, the mutual covenants of the parties contained in this Addendum and other valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows

(B) **Approval for Participation in the Insurance Program** Home Office approves Franchisee for participation in the Insurance Program subject to the terms and conditions of this Addendum and the Franchise Agreement and subject to approval by Summit Insurance Home Office may revoke this approval for any future policy year if Franchisee fails to meet the safety, risk, credit, and other qualifications specified by Home Office or Summit Insurance for participation in the Insurance Program If approval is revoked for any future policy year, Franchisee may not re-enter the Insurance Program unless Franchisee receives express written authorization to do so from Home Office and Summit Insurance

(C) **Requirements of Participation in the Insurance Program** The Insurance Program is managed by Home Office As a condition to Franchisee's participation in the Insurance Program, Franchisee must comply with the requirements, policies, and procedures specified by Home Office These requirements, policies, and procedures may include, but are not limited to, use of designated insurance agents and brokers in connection with the Insurance Program, accident reporting deadlines, cooperation in claims reviews, participation in risk control meetings and training programs, use of risk management and safety services provided by a designated supplier (which may be Home Office), and allowing Home Office access to information reported to or provided by the captive insurance provider (such as claims made, premiums paid, and risk analysis and control information) Franchisee agrees that Summit Insurance may provide information specified by Home Office relating to Franchisee's participation in the Insurance Program directly to Home Office or that Home Office may directly access that information to the extent available to Home Office In addition, Franchisee agrees to comply with all qualifications and requirements of Summit Insurance for participation in the Insurance Program, including any applicable payment and collateral requirements If there is a conflict between this Addendum and Home Office's requirements, policies, and procedures relating to the Insurance Program and the qualifications and requirements of Summit Insurance or other parties related to the Insurance Program, Home Office will have the right and discretion to resolve the conflict in a manner that Home Office determines is in the best interests of the **TWO MEN AND A TRUCK®** franchise system

(D) **Other Businesses** Franchisee and its owners and affiliates may only use the Insurance Program for insuring their **TWO MEN AND A TRUCK®** franchise businesses and must not use the Insurance Program for insuring any other businesses

(E) **Representations and Acknowledgements of Franchisee** Franchisee represents and/or acknowledges the following

(1) Franchisee has received or been presented with a package of materials and other information from Summit Insurance that summarizes the Insurance Program, including explanations and/or illustrations of actuarial projections, cost estimates and projections, premium estimates and projections, audit factors, historical information relating to Franchisee, historical information and/or projections relating to the performance of Summit Insurance and potential additional exposures relating to insurance coverages that may be acquired by Franchisee through the Insurance Program

(the "Insurance Program Information") Franchisee understands that Home Office has not prepared the Insurance Program Information or reviewed it for accuracy or completeness and Home Office does not represent or warrant the accuracy or completeness of the Insurance Program Information Franchisee understands the Insurance Program Information and has reviewed that information with its legal, insurance and/or other advisors or has had the opportunity to do so In making its decision to participate in the Insurance Program, Franchisee is relying solely on its own investigation and is not relying on any information or representations provided by Home Office

(2) Home Office is not in the business of insuring risks of others and is not providing any insurance coverages to Franchisee Home Office is not responsible for any insurance coverages provided through the Insurance Program and does not represent or warrant the sufficiency of any insurance coverages provided through the Insurance Program Home Office does not represent or warrant the ability of Summit Insurance to fulfill its obligations under the Insurance Program Home Office's involvement in the Insurance Program (other than to acquire insurance for itself) is only to act as a Shareholder in Summit Insurance and as a principal obligor under the B-Cell Insurance Program as an accommodation to and at the request of B-Cell franchisees so that B-Cell franchisees may participate in the Insurance Program Home Office will not be liable in any way to Franchisee as a result of Franchisee's participation in the Insurance Program and Franchisee releases Home Office and its officers, directors, employees, agents and assigns from any such liability

(3) Franchisee will have a responsibility to pay Summit Insurance for premiums, additional premium assessment obligations, losses, loss reserves, allocated loss adjustment expenses, operating costs and other amounts that may be owed under the terms of the insurance coverages provided to Franchisee under the Insurance Program Franchisee understands that amounts may become due from Franchisee to Summit Insurance with respect to a policy year for five years or more after the end of the policy year

(F) <u>Obligations of Franchisee</u> Franchisee will have the following obligations to Home Office in connection with Franchisee's participation in the Insurance Program

(1) <u>Payments to Summit Insurance</u> Franchisee must pay to Summit Insurance or, at the option of Home Office, to Home Office for payment to Summit Insurance, on a timely basis, all amounts owed in connection with Franchisee s participation in the Insurance Program, including but not limited to, all premiums and additional claims assessments relating to insurance coverages for Franchisee under the Insurance Program

(2) <u>Annual LOC Fee</u> **The provisions of this paragraph only apply to Franchisee if Franchisee is participating in the B-Cell Insurance Program** Franchisee may be required to pay to Home Office an annual fee to cover Home Office's expense and administration of the Letter of Credit issued by Home Office as part of the B-Cell Insurance Program (the "Annual LOC Fee") Franchisee's Annual LOC Fee will be based on a percentage of the portion of the Letter of Credit allocable to Franchisee (the

'Allocable Portion") The Allocable Portion, under the current policies of the B-Cell Insurance Program, will be 2 25 times the annual A Fund premiums payable by Franchisee under the B-Cell Insurance Program Franchisee's Annual LOC Fee will be equal to 1 5% of the Allocable Portion plus Home Office's annual expense of maintaining the Allocable Portion It is currently anticipated that Home Office's expense for maintaining the Allocable Portion will be 1 5% of the amount of the Allocable Portion If that is the case, Franchisee's annual Letter of Credit Fee will be equal to 3% of the Allocable Portion [1 5% plus 1 5% = 3%] This percentage could increase or decrease if Home Office's cost of maintaining the Letter of Credit increases or decreases An example of the Annual LOC Fee payable by Franchisee is as follows if Franchisee's annual A Fund premium under the Insurance Program is $50,000, the Allocable Portion would be $112,500 [2 25 times $50,000] and Franchisee's Annual LOC Fee payable to Home Office would be $3,375 [3% of $112,500]

(3) Reimbursement for Home Office's Payment of Franchisee's Obligations **The provisions of this paragraph only apply to Franchisee if Franchisee is participating in the B-Cell Insurance Program** Franchisee must reimburse Home Office for any costs or expenses paid by Home Office or paid from the Letter of Credit on account of amounts owed by Franchisee under the B-Cell Insurance Program

(4) Costs of Enforcement Franchisee must reimburse Home Office for any costs and expenses incurred by Home Office to enforce Franchisee's obligations under this Addendum, including any reasonable attorneys' fees incurred by Home Office

(5) Method of Payments to Home Office, NSF Fees and Interest Any amounts owed by Franchisee to Home Office under this Addendum will be paid at the times and in the manner specified in the Franchise Agreement for miscellaneous fees and charges Any amounts owed by Franchisee to Home Office under this Addendum will be subject to NSF fees and interest under the terms of the Franchise Agreement

(6) Participation in Risk Analysis and Avoidance Programs Franchisee must participate in risk analysis and avoidance programs specified by Home Office and/or Summit Insurance This may include a requirement that Franchisee meet compliance metrics specified by Home Office and/or Summit Insurance as a condition of continued participation in the Insurance Program

(7) Continue to Meet Qualifications Franchise must continue to meet the safety, risk, credit, and other qualifications specified by Home Office and/or Summit Insurance for participation in the Insurance Program

(G) Distribution of Profit Contingents The provisions of this paragraph only apply to Franchisee if Franchisee is participating in the B-Cell Insurance Program Summit Insurance may, from time to time, pay to its Shareholders a Profit Contingent The Profit Contingent is the portion of Net Underwriting Profit Earned determined by the directors of Summit Insurance to be distributable to active Shareholders as either a dividend or a policyholder distribution The Profit Contingent is determined for a policy year after the policy year is closed, which is after a minimum of five years following the end of the policy year Subject to Home Office's rights under Section (H) below, Home Office agrees to distribute to

Franchisee, the portion of any Profit Contingent received by Home Office that is attributable to Franchisee's participation in the B-Cell Insurance Program Franchisee s portion of any Profit Contingent will be as specified by Summit Insurance or as determined in the reasonable discretion of Home Office and, subject to Section (H) below, will be distributed annually to Franchisee within 90 days of receipt by Home Office Franchisee acknowledges and agrees that any Profit Contingent received by Home Office may be placed in Home Office's general accounts and may not be held in any separate trust, escrow or other fiduciary account

(H) **Provisions Applicable on Termination Event** Franchisee will have potential obligations under the Insurance Program that continue for a number of years after a policy year Consequently, Franchisee may have obligations under the Insurance Program that accrue after Franchisee ceases to acquire insurance through the Insurance Program, whether as a result of a decision by Franchisee to purchase insurance elsewhere, Franchisee's failure to comply with qualifications for participation in the Insurance Program, a transfer of Franchisee's business, termination of the Franchise Agreement, expiration of the Franchise Agreement, or other reason (a "Termination Event") In order to secure Franchisee's potential obligations under the Insurance Program after a Termination Event, the following provisions will apply

(1) **The provisions of this paragraph only apply to Franchisee if Franchisee is participating in the B-Cell Insurance Program** Franchisee must have its bank issue a letter of credit to Home Office in an amount reasonably determined by Home Office, but not less than 3 times the average annual A-fund premiums paid by Franchisee under the B-Cell Insurance Program for the preceding three policy years (or less if Franchisee has not participated in the B-Cell Insurance Program for three years) The letter of credit must be non-revocable for a period of five years after the Termination Event and must allow Home Office to draw on the letter of credit for any amounts paid by Home Office or paid from the Home Office Letter of Credit on account of amounts owed by Franchisee under the B-Cell Insurance Program

(2) **The provisions of this paragraph only apply to Franchisee if Franchisee is participating in the B-Cell Insurance Program** As additional security for Franchisee's potential obligations under the B-Cell Insurance Program after a Termination Event, Home Office may withhold any Profit Contingent distributions due to Franchisee under Section (G) above and use those Profit Contingent distributions to reimburse Home Office for any amounts paid by Home Office or paid from the Home Office Letter of Credit on account of amounts owed by Franchisee under the B-Cell Insurance Program If Home Office withholds Profit Contingent distributions due to Franchisee as authorized under this Section, Home Office will agree to reduce the required letter of credit amount by the amount of the withheld distributions At the end of five years after the Termination Event, Home Office will distribute any remaining Profit Contingent distributions to Franchisee

(I) **Default, Remedies, Termination** Franchisee will be considered in default under this Addendum if Franchisee fails to comply with any obligation under this Addendum A default by Franchisee under this Addendum will also be considered a default under the Franchise Agreement In addition, any default by Franchisee as defined in the Franchise Agreement or any event giving Home Office the right to terminate the Franchise Agreement, will be considered a default under this Addendum

If Franchisee is in default under this Addendum, Home Office may choose to terminate Franchisee's rights under this Addendum (in accordance with the termination provisions of the Franchise Agreement) without terminating Franchisee's other rights and obligations under the Franchise Agreement Termination of this Addendum will not affect or prejudice any of Home Office's other rights or remedies for Franchisee's default under this Addendum, whether such rights and remedies are contained in this Addendum or the Franchise Agreement or otherwise provided by law or equity Home Office s other remedies may include, but are not limited to, termination of the Franchise Agreement, bringing an action to enforce Franchisee's obligations under this Addendum, and revoking Franchisee's approval to participate in the Insurance Program

On termination of this Addendum, Franchisee's right to participate in the Insurance Program will cease All other rights and obligations of the parties under this Addendum will survive termination of this Addendum and will continue in full force and effect Franchisee's obligations under this Addendum will not be waived, released or otherwise forgiven, except and unless in a writing signed by Home Office that expressly references the obligations under this Addendum

(J) **Indemnification** Franchisee will defend, indemnify and hold harmless Home Office, it officers, directors, employees and agents, and any of its franchisees or other licensees from all fines, charges, suits, proceedings, claims, demands, damages, liabilities, costs and settlements, including the payment of reasonable attorney's fees, arising out of any action and/or inaction of Franchisee and/or any lawsuit, proceeding of any kind or nature and/or settlement negotiations that relate in any way to Franchisee's participation in the Insurance Program

(K) **Legal Effect** Except as modified by this Addendum, the Franchise Agreement will remain in full force and effect and is incorporated into this Addendum by reference Except as may otherwise be provided in this Addendum, any terms defined in the Franchise Agreement will have the same meaning for purposes of this Addendum

The parties have signed this Addendum on the date set forth below their signatures to be effective as of the date at the beginning of this Addendum

TWO MEN AND A TRUCK®/
INTERNATIONAL, Inc
"Home Office"

By ______________________________
Randy Shacka, President

Dated ______________________

____
"Franchisee"

By ______________________________
Its ______________________________

Dated ______________________

Exhibit M

RECORDS AND BOOKKEEPING FRANCHISE ADDENDUM

TWO MEN AND A TRUCK®

"Movers Who Care®"

TWO MEN AND A TRUCK®/INTERNATIONAL, Inc
RECORDS AND BOOKKEEPING FRANCHISE ADDENDUM

This Addendum is made the _____ day of __________, 20____ between **TWO MEN AND A TRUCK®/INTERNATIONAL, Inc**, a Michigan corporation ("Home Office"), and _____________ ("Franchisee")

Home Office and Franchisee entered into a **TWO MEN AND A TRUCK®** Franchise Agreement, dated ______________ ("Franchise Agreement") for the operation of a **TWO MEN AND A TRUCK®** franchise #______________ (the "Franchise Business")

Based upon Franchisee's request and by mutual agreement of Home Office and Franchisee for consideration described in this Addendum and acknowledged as adequate and satisfactory by each of them for the services to be rendered hereunder, the Franchise Agreement is amended as follows

1 Services Provided For a fee payable to Home Office as described below, Home Office will provide Franchisee with the following number of hours of services relating to QuickBooks for the Franchise Business

Month End/Periodic Services	**Frequency**	**Allotted Hrs/Period**
Reconcile payroll journal entries	Monthly	1
Reconcile bank statements	Monthly	1
Reconcile credit card statements	Monthly	1
Reconcile loan payments	Monthly	1
Set up amortization schedules	Periodically	2
Record depreciation/amortization	Monthly	1
Record Month End journal entries	Monthly	1
Record sales tax payable	Monthly	1
Reconcile balance sheet accounts	Monthly	2
Prepare month-end folder	Monthly	2
Provide analysis of results	Monthly	1

Home Office's Allotted Time Commitment 12-14 hours

In conjunction with the Home Office's services, Franchisee understands that it must cooperate in a timely fashion to meet reporting deadlines as required by the Franchise Agreement, which includes franchise policy Failure to respond in a timely fashion may result in additional fees being charged to Franchisee under the terms of this Addendum

2 Franchisee's Recording and Data Entry Obligations

(i) Franchisee must enter the following data into QuickBooks as described below

- Record deposits as received on a daily basis
- Record expenses weekly (checks, debit, ACH, credit card receipts, etc)

- Record returned customer checks immediately upon receipt

(ii) Franchisee must communicate to Home Office the following data for each month, by the 5th day of the month following the event (or as close to the 5th day as possible considering time constraints between vendors) i e receipt of the bank statement, receipt of the credit card statement, etc

- All bank statements
- All credit card statements
- All co-op fees documentation
- Loan documents, if applicable
- Weekly payroll reports (deduction summary and payroll detail)
- Royalty Reports
- All non-payment of customer invoices 30 days or more overdue

3 Fee for Services Home Office's services as described in paragraph 1 are provided to Franchisee for a regular monthly fee, which is dependent upon Home Office's determination of the complexity of the services it will provide All time incurred by Home Office to provide services in excess of the time allotted in paragraph 1, above, will be charged at an hourly rate based upon Home Office's determination of the complexity of the services to be provided Franchisee must pay a late fee of $100 for failure to submit data within the time periods specified in Section 2 Invoicing for the services rendered and any applicable late fees will be done monthly and deducted via ACH from Franchisee's account in accordance with franchise policy Home Office reserves the right to adjust the fees charged under this Addendum at any time, upon 60 days written notice

4 Term of Addendum This Addendum shall run for the term of the Franchise Agreement, unless it is terminated earlier by either party upon thirty (30) days written notice, or as otherwise permitted by the terms of this Addendum or the Franchise Agreement If the Franchise Agreement expires or terminates for any reason, this Addendum expires or terminates simultaneously with the expiration or termination of the Franchise Agreement

5 Franchisee's Breach of the Terms of this Addendum Franchisee's breach of any of the terms of this Addendum will constitute a breach of the Franchise Agreement, and Home Office will have, without limitation, all the rights and remedies authorized by the Franchise Agreement and as otherwise allowed by law In addition to Home Office's other rights arising from a breach of the Franchise Agreement, on a breach of the terms of this Addendum by Franchisee, Home Office may choose to terminate this Addendum (in accordance with the termination provisions of the Franchise Agreement) without terminating Franchisee's other rights and obligations under the Franchise Agreement

6 Acknowledgements of Franchisee Franchisee acknowledges that the services provided by Home Office under this Addendum are limited and do not replace Franchisee's need to engage an accountant or tax professional to ensure compliance with tax and other applicable laws Home Office disclaims any representations or warranties that Home Office's services will satisfy or ensure compliance with any legal obligations or laws or regulations This disclaimer applies to, but in not limited to, federal, state, and local income, payroll, sales tax and other tax laws, the Health

Insurance Portabılıty and Accountabılıty Act of 1996 (HIPAA), the Gramm-Leach-Blıley Act of 1999, the Sarbanes-Oxley Act of 2002, or other federal or state statutes or regulatıons Franchısee ıs advısed to consult wıth tax, accountıng, and/or legal representatıves to ensure that Franchısee ıs ın complıance wıth all applıcable laws Franchısee acknowledges that ıt ıs solely responsıble for and ıs not relyıng on Home Office for complıance wıth applıcable laws

7 <u>Effect Upon the Meanıng and Terms of the Franchıse Agreement</u> Except as modıfied by thıs Addendum, the Franchıse Agreement (whıch ıncludes any and all exhıbıts and other addenda of the Franchıse Agreement), ıncludıng all rıghts of ındemnıficatıon, shall remaın ın full force and effect and are ıncorporated ınto thıs Addendum by reference The words defined ın the Franchıse Agreement have the same meanıng when used ın thıs Addendum, except as otherwıse provıded ın thıs Addendum

The partıes have sıgned thıs Addendum on the date set forth at the begınnıng of thıs Addendum

TWO MEN AND A TRUCK®/ INTERNATIONAL, Inc "Home Office"	______________________ "Franchısee"
By ______________________ Randy Shacka, Presıdent	By ______________________
	Its ______________________

Exhibit N

RISK MANAGEMENT AND SAFETY SERVICES ADDENDUM

TWO MEN AND A TRUCK®

"Movers Who Care®"

TWO MEN AND A TRUCK®/INTERNATIONAL, Inc
RISK MANAGEMENT AND SAFETY SERVICES ADDENDUM

This Addendum is made the ______ day of ____________, 20____ between **TWO MEN AND A TRUCK®/INTERNATIONAL, Inc**, a Michigan corporation ("Home Office"), and ______________ ("Franchisee")

Home Office and Franchisee entered into a **TWO MEN AND A TRUCK®** Franchise Agreement, dated ______________ ("Franchise Agreement") for the operation of a **TWO MEN AND A TRUCK®** franchise #______ (the "Franchise Business")

Based upon Franchisee's request and by mutual agreement of Home Office and Franchisee for consideration described in this Addendum and acknowledged as adequate and satisfactory by each of them for the services to be rendered hereunder, the Franchise Agreement is amended to add the following

1 Services Provided For a fee payable to Home Office as described below, Home Office will provide Franchisee with risk management and safety services customized for the Franchise Business based on the specific needs of the Franchise Business, which may include

- Implementation of OSHA-required Model Safety Program
- On-site visits and safety meetings
- Policy review and development for certain risks and programs, including but not limited to
  - Blood borne pathogens
  - Hazard communication
  - Emergency action plan
  - Employee responsibilities when injured on the job
  - Lockout/Tagout
  - Return to work program
  - Substance abuse program
- Safety committee meetings to review
  - Recent injuries/accidents – course of action to prevent future instances
  - Open claims including next steps to get the claim closed out
  - CSA review/DOT compliance
- Quarterly safety submission review
- Assistance with accident investigations, root cause analysis, and development of corrective actions
- Formal claims review and assistance, including loss runs
- Assistance with return to work program development and implementation
- Focused training sessions certain matters, including but not limited to
  - Claims management
  - Reasonable suspicion
  - Ergonomics
  - Release of Liability

- Close call/near miss

<u>Onsite visits may include</u>

- Developing engaging activities to conduct monthly safety meetings with frontline staff
- Training frontline staff on monthly topics
- Participating in spot checks
- Training managers in Risk Management 101, Safety Submission 101, using technology to coach, OSHA requirements, and other risk management and safety topics

<u>Safety calls will be customized to the needs of the franchise but may include</u>

- Progress toward meeting quarterly goal
- Recent injuries, claims, or other situations
- Review of CSA BASIC score, violations, and alerts
- Progress on safety submission
- Review of losses, trends and assistance in developing permanent corrective actions

2 <u>Obligations of Franchisee</u> In order for Home Office to effectively provide services under this Addendum, Franchisee will need to provide/or do the following

- Provide loss runs (all lines of coverage) at least quarterly for review and participate in this review
- Provide copies of completed accident (both employee injury and vehicle accident) investigation reports as they occur
- Develop and implement a return to work program
- Provide MVRs for all current drivers

3 <u>Term of Addendum</u> This Addendum shall run for a period of __________ (the "Initial Term"), or as otherwise permitted by the terms of this Addendum or the Franchise Agreement If the Franchise Agreement terminates for any reason, this Addendum terminates simultaneously with the termination of the Franchise Agreement At the end of the Initial Term, this Addendum will renew automatically for successive periods of one (1) year, or until the expiration or termination of the Franchise Agreement, whichever is sooner If the Franchise Agreement expires or terminates for any reason, this Addendum expires or terminates simultaneously with the expiration or termination of the Franchise Agreement

4 <u>Fee for Services</u> Home Office's services as described in paragraph 1 are provided to Franchisee for a regular monthly fee of $______________ Invoicing for the services rendered will be done monthly and deducted via ACH from Franchisee's account in accordance with franchise policy After the end of the Initial Term, Home Office reserves the right to adjust the fees charged under this Addendum at any time, upon sixty (60) days written notice Franchisee may terminate this Addendum within that sixty (60) day notice period by giving thirty (30) days written notice

5 <u>Franchisee's Breach of the Terms of this Addendum</u> Franchisee's breach of any of the terms of this Addendum will constitute a breach of the Franchise Agreement, and Home Office will have, without limitation, all the rights and remedies authorized by the Franchise Agreement and as otherwise allowed by law In addition to Home Office's other rights arising from a breach of the Franchise Agreement, on a breach of the terms of this Addendum by Franchisee, Home Office may choose to terminate this Addendum (in accordance with the termination provisions of the Franchise Agreement) without terminating Franchisee's other rights and obligations under the Franchise Agreement

6 <u>Acknowledgement of Franchisee</u> Franchisee acknowledges that the services provided by Home Office under this Addendum are limited and do not replace Franchisee's obligation to ensure compliance with applicable laws Home Office disclaims any representations or warranties that Home Office's services will satisfy or ensure compliance with any legal obligations or laws or regulations This disclaimer applies to, but in not limited to, federal, state, and local laws Franchisee acknowledges that it is solely responsible for and is not relying on Home Office for compliance with applicable laws

7 <u>Effect on the Meaning and Terms of the Franchise Agreement</u> Except as modified by this Addendum, the Franchise Agreement (which includes any and all exhibits and other addenda of the Franchise Agreement), including all rights of indemnification, shall remain in full force and effect and are incorporated into this Addendum by reference The words defined in the Franchise Agreement have the same meaning when used in this Addendum, except as otherwise provided in this Addendum

The parties have signed this Addendum on the date set forth at the beginning of this Addendum

TWO MEN AND A TRUCK®/INTERNATIONAL, Inc

By ______________________________
Randy Shacka, President

____
"Franchisee"

By ______________________________

Its ______________________________

Exhibit O

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT--
PROSPECTIVE FRANCHISEES

TWO MEN AND A TRUCK®

"Movers Who Care®"

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT FOR THE PROTECTION OF CONFIDENTIAL INFORMATION OF TWO MEN AND A TRUCK®/INTERNATIONAL, Inc

I/We, in consideration of the approval by **TWO MEN AND A TRUCK®/INTERNATIONAL, Inc** (the "Company") to review certain confidential information, which may include, without limitation, manuals, policies, procedures, business practices, training techniques, and financial, business, marketing and operational information, client lists, proposed products and services, pricing information and/or supplier information and/or other information relating to the operation of a **TWO MEN AND A TRUCK®** moving business (in the aggregate "Confidential Information") before completing my/our contemplated purchase of such franchise, hereby agree to maintain the confidentiality of all such Confidential Information in recognition that such information is confidential and is ordinarily divulged only to franchisees in the **TWO MEN AND A TRUCK®** franchise system If I/we are unable, or an affiliate that I/we create or form is unable, to consummate the contemplated purchase of a **TWO MEN AND A TRUCK®** franchise or to otherwise become a **TWO MEN AND A TRUCK®** franchisee, I/we will not disclose any of this information to any other person I/we further represent and warrant that I/we will not use such information in any other capacity except as an authorized **TWO MEN AND A TRUCK®** franchisee I/we hereby acknowledge that I/we will not reproduce any Confidential Information provided to me/us during the time I/we are assessing the feasibility of becoming a **TWO MEN AND A TRUCK®** franchisee, nor will I/we make any oral or written notes regarding any of the Confidential Information

I/we acknowledge and agree that disclosure or unauthorized use of any of the Confidential Information presented to me/us is likely to cause the Company immediate and irreparable harm, which is not compensable in money damages In the event of my/our unauthorized use or disclosure of such Confidential Information, I/we hereby consent to the entry of injunctive relief in favor of the Company, including temporary restraining orders and preliminary and permanent injunctions, without the requirement of bond, under the usual equity rules I/we acknowledge that the Company does not waive any rights it may have to recover money damages, including the right hereunder to collect attorney's fees, costs and expenses the Company incurs to enforce its rights under this Agreement if I/we are found by the court to have breached the terms of this Agreement

I/We agree and acknowledge that if the Company believes or understands that I/we have breached the terms of this Agreement, it can bring legal action against me/us in a Michigan state court in Ingham County, Michigan or in a federal court within the Western District of Michigan and that such court will have exclusive jurisdiction of the legal proceeding, and I/we agree that such court will have personal jurisdiction over me/us and I/we waive any objection to such courts' jurisdiction and waive any claim that such a lawsuit will have been brought in an inconvenient forum

I/WE HAVE READ THE ABOVE NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT AND UNDERSTAND ITS TERMS I/WE WOULD NOT SIGN THIS AGREEMENT IF I/WE DID NOT UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS

Dated ____________ ______________________________

(Prospective Franchisee)

Dated ____________ ______________________________

(Prospective Franchisee)

Exhibit P

CONFIDENTIALITY AND NONCOMPETITION AGREEMENT

TWO MEN AND A TRUCK®

"Movers Who Care®"

TWO MEN AND A TRUCK FRANCHISE SYSTEM
CONFIDENTIALITY AND NON-COMPETITION AGREEMENT

I am an employee or trainee of ______________________________________ (the "Company") The Company operates or is developing a Two Men and a Truck franchise business under a Franchise Agreement between the Company and Two Men and a Truck/International, Inc (the "Franchisor")

As an employee or trainee of the Company, I acknowledge that in the course of my employment by the Company and/or my training in the Two Men and a Truck systems of operation, I will have access to certain Confidential Information, as defined below, about the Company's and the Franchisor's methods of establishing, developing, operating and maintaining Two Men and a Truck Businesses that is confidential and not available to the public in general I understand that the Company and the Franchisor have spent a great deal of time and money developing this Confidential Information and I acknowledge that the Company's and the Franchisor's reasonable competitive business interests would be severely and irreparably damaged if the Confidential Information that has been (or may be) revealed to me were to be disclosed to any third person, become available to the public in general, or used by me to compete with the Company or the Franchisor or any of its affiliates or franchisees I, therefore, agree that the Company and the Franchisor have a need to protect the Company s and the Franchisor's valuable Confidential Information and I agree that in consideration of these factors, and in consideration of my employment or continuing employment with the Company and/or my training in the Two Men and a Truck systems of operation, I promise and agree to be bound by the terms of this Agreement as follows

1 I agree not to directly or indirectly disclose to any individual, sole proprietorship, company, partnership, corporation, limited liability company, joint venture or any other entity (collectively a "Person") or to use myself, any Confidential Information that I learn during my training and/or employment with the Company, except as necessary in the course of my employment with the Company I agree that these restrictions will apply while I am in training and/or am employed by the Company and indefinitely after my training and/or employment is completed or my employment terminates

I also agree that if my training ceases without my being employed by the Company or my employment with the Company terminates, I will immediately return to the Company or the Franchisor, all memoranda, notes and other electronic, written or printed information that is in my possession or under my control, which contains Confidential Information, including information, which although not confidential, belongs to the Company or the Franchisor or relates to the business or systems of the Company or the Franchisor This obligation will apply regardless of whether the information was prepared by the Company, the Franchisor, a third party, or me

The term "Confidential Information" as used in this Agreement means (i) "proprietary information," which includes techniques, processes, equipment, materials, computer programs or information, whether patentable or not, relating to the establishment, development, operation and maintenance of the Company's business or a Two Men and a Truck Business and all related information and all other information that is confidential, unique and/or not generally known or available to the public, including but not limited to, information regarding the Company's or the

Franchisor's methods, equipment and materials relating to the development or operation of the Company's business or a Two Men and a Truck Business, (ii) "trade secret" information which includes any knowledge, ideas, concepts, techniques, computer programs, systems manuals, installation guides, reports, technical manuals, operation manuals, and training programs relating to the establishment, development, operation and maintenance of the Company's business or a Two Men and a Truck Business, (iii) "customer information" which includes information about current and prospective customers of the Company or the Franchisor, including any list that contains the names, addresses, telephone numbers, and other contact information of the Company's employees and/or current or prospective customers, and specific information about these customers or prospective customers, and (iv) "supplier information" which includes information about current and prospective carriers, suppliers, vendors, agencies or providers of the Company or the Franchisor, including the names, addresses and telephone numbers of any such suppliers and the terms of any contracts or arrangements between the Company or the Franchisor and such suppliers

2 I will not, while I am in training or while I am employed by the Company, nor within two (2) years of the date that training ceases without my being employed by the Company or the date of termination of my employment by the Company

(a) use, advise on the use of or in any manner enter into or be employed in any business that uses the Confidential Information,

(b) engage in any business that is in competition with the Company or the Franchisor or its franchisees, either directly or indirectly, as principal, agent on behalf of others, jointly with others, or as a stockholder, partner, director, officer, independent contractor, employee or advisor of or to any Person, within five miles of any Two Men and a Truck Business,

(c) have a financial interest in, or aid or assist, financially or otherwise (as a lender, stockholder, or otherwise), any Person who is engaged in a competitive business within five miles of any Two Men and a Truck Business,

(d) employ or seek to employ any individual who is or was employed by the Company or the Franchisor or a Two Men and a Truck Business, or directly or indirectly induce any individual to leave their employment with the Company or the Franchisor or with a Two Men and a Truck Business,

I also agree that I will not maliciously disparage or otherwise make harmful or unfavorable statements regarding the Company or the Franchisor or a Two Men and a Truck Business or any of their services, operations, processes or methods to anyone else

3 Pursuant to the federal Defend Trade Secrets Act of 2016, I have been notified and understand that I will not be held criminally or civilly liable under any federal or state trade secrets law for the disclosure of a trade secret that (i) is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law, or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal

4 I understand that the Franchisor is the exclusive owner of all rights relating to the Two Men and a Truck Business systems and I agree that as a condition of my training and/or employment by the Company, the Franchisor has the exclusive rights to all ideas, improvements and innovations relating to a Two Men and a Truck Business, which I conceive, develop or help develop during my training and/or employment

5 I understand that the Company is an independently owned and operated Two Men and a Truck Business franchisee and is my sole employer and solely responsible for the terms or my employment and my compensation I further understand that the Franchisor is not directly or indirectly my employer and that the Franchisor is granted rights under this Agreement, may visit and inspect the Company's location and equipment, and may provide the Company and me with training and support solely for the purpose of protecting the Two Men and a Truck Business systems and brand

6 My obligations under this Agreement will be binding on me and my heirs and personal representatives and will inure to the benefit of the Company and the Franchisor and their successors and assigns My obligations arising out of this Agreement are in addition to and are not in any manner limitations on all obligations not to use or disclose the Company's or the Franchisor's Confidential Information as provided by law, whether expressly or by implication

7 I acknowledge that the Company and/or the Franchisor will suffer irreparable harm if I violate or breach the promises I have made in this Agreement I, therefore, agree that the Company and/or the Franchisor will be entitled to an injunction enjoining me and restraining me from performing and continuing to commit any violation or breach of this Agreement, in addition to any other rights and remedies it might have Also, the Company and the Franchisor will be entitled to recover all damages and costs and expenses from me, including reasonable attorney fees and costs incurred in enforcing this Agreement These remedies are cumulative and not alternative, and will be in addition to every remedy given under this Agreement, any other agreement between me and the Company, or now or later existing at law or in equity, by statute or otherwise The election of one or more remedies will not constitute a waiver of the right to pursue other remedies

8 Except as otherwise provided in this Agreement, if any provision of this Agreement or part thereof is determined by a court or agency of competent jurisdiction ("Court") to be contrary to law, the remainder of this Agreement will constitute the Agreement between me and the Company If the Court holds all or part of this Agreement to be unreasonable or unenforceable because the restrictions imposed on me are too broad, I agree to be bound by a less restrictive covenant that imposes the maximum duty to the Company and the Franchisor permitted by law, as determined by the Court

9 I have had an opportunity to review all the terms of this Agreement with my attorney and/or advisors and have read, understand and voluntarily accept all the terms of this Agreement

10 I agree that any litigation will only be conducted on an individual, not a class-wide basis, and that a litigation proceeding between me and the Company or the Franchisor may not be consolidated with any other litigation proceeding between me and the Company or the

Franchisor and any other person, corporation, limited liability company, partnership or other entity I waive, to the fullest extent allowed by law, any right to pursue or participate as a lead plaintiff or a class representative in any claim on a class or consolidated basis

11 AFTER CONSULTING WITH MY ATTORNEY OR HAVING THE OPPORTUNITY TO DO SO, I KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY (AND WITHOUT DURESS OR COERCION) WAIVE ANY RIGHT I MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED ON OR ARISING OUT OF THIS AGREEMENT OR BASED ON ANY COURSE OF CONDUCT, DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTION RELATING TO THIS AGREEMENT I WILL NOT SEEK TO CONSOLIDATE, BY COUNTERCLAIM OR OTHERWISE, ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED THESE PROVISIONS WILL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY ME OR THE COMPANY EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY ME AND THE COMPANY

12 I agree that the Franchisor, although not a party to this Agreement, will be a third party beneficiary with the right to enforce my obligations under this Agreement

Dated ____________________

____
Signature of Employee/Trainee

____
Type or Print Employee/Trainee Name

ACCEPTED

____
The Company

Dated ____________________

By ______________________________

Its ______________________________

Exhibit Q

LIST OF FRANCHISEES

AS OF MARCH 16, 2017

TWO MEN AND A TRUCK®

"Movers Who Care®"

TWO MEN AND A TRUCK®/INTERNATIONAL, Inc

3400 Belle Chase Way Lansing, Michigan 48911
p - 800-345-1070 / f - 800 278 6114
p - 517-394-7210 / f - 517-394-7432
www twomenandatruck com
3/16/2017

UNITED STATES

ALABAMA

Auburn/Montgomery, Alabama #0183
Joseph (Joe) Lovvorn
1917 Opelika Road
Auburn AL 36830 - 2811
p - 334 277 1700
f - 334 887 7420
Info0183@twomenandatruck com

Birmingham, Alabama #0312
Judson (Jud) Thomas
Mark Golden
4851 Cahaba River Road
Birmingham AL 35243
p - 205 970 2272
f - 205 970 2279
Info0312@twomenandatruck com
All Mail to
PO Box 43607
Birmingham, AL 35243 - 0607
Secondary in Pelham, AL

Huntsville, Alabama #0055
Joseph (Joe) Hollingsworth
8215 Stephanie Drive
Huntsville AL 35802 - 3000
p - 256 885 2515
f - 256 885 2514
Info0055@twomenandatruck com

Mobile, Alabama #0471
Joseph South
Billy Stovall
Cullen Wood
3759 Government Blvd
Mobile AL 36693
p - 251 316 5977
f - 251 471 2221
Info0471@twomenandatruck com

Pelham, Alabama #0312
Secondary of Birmingham AL
Hours - M-F 8 am- 5 pm
Judson (Jud) Thomas
Mark Golden
2880 Pelham Parkway
Pelham AL 35124
p - 205 663 2289
Info0312@twomenandatruck com

Tuscaloosa, Alabama #0251
David Verzino
Michael (Mike) Verzino
Robert (Sean) Wise
1001 McFarland Blvd NE
Tuscaloosa AL 35406
p - 205 247 5050
f - 205 759 1435
Info0251@twomenandatruck com

ARIZONA

Glendale North, Arizona #0437
William (Bill) Bass
Donald (Don) Hughes
1950 W Rose Garden Ln #120
Phoenix AZ 85027 - 2621
p - 623 847 6683
f - 623 581 3245
Info0437@twomenandatruck com
Secondary in Glendale AZ - N 79th Ave Storage
All Mail To
579 D'Onofrio Drive, Suite 105
Madison, WI 53719-2838

Glendale South, Arizona #0167
Beth King
Joann Smith
2905 West Indian School Rd
Phoenix, AZ 85017
p - 623 932 6090
f - 623 925 2809
Info0167@twomenandatruck com

Mesa, Arizona #0245
William (Bill) Bass
Donald (Don) Hughes
1916 S Gilbert Rd Ste 4
Mesa AZ 85204 - 6811
p - 480 804 0900
f - 480 325 0385
Info0245@twomenandatruck com
All Mail To
579 D'Onofrio Drive, Suite 105
Madison WI 53719-2838

Northwest Phoenix, Arizona #0209
Beth King
Joann Smith
9162 West Cactus Rd Suite D
Peoria AZ 85381
p - 623 933 2180
f - 623 933 2184
Info0209@twomenandatruck com
Secondary in Sun City, AZ

Phoenix Central, Arizona #0479
Chris Willems
John Flynn
1610 West 12th Place
Tempe AZ 85281
p - 602 286 6683
Info0479@twomenandatruck com

Scottsdale, Arizona #0132
James (Jim) Frederickson
7039 East 6th Street
Scottsdale, AZ 85251
p - 602 287 0068
tf - 888 993 1805
f - 602 393 0125
Info0132@twomenandatruck com
Secondary in Scottsdale, AZ - East 6th St

Scottsdale, Arizona- Pacsetter Way #0132
Secondary of Scottsdale AZ
Hours - M-F 9 am - 1 pm
James (Jim) Frederickson
17470 N Pacesetter Way
Scottsdale AZ 85255
p - 480 991 1805
Info0132@twomenandatruck com

Sun City, Arizona #0209
Secondary of Northwest Phoenix AZ
Hours of Operation - M-F 8 am- 12 pm
Beth King
Joann Smith
10451 West Palmeras Drive Suite E
Sun City AZ 85373
p - 623 933 2181
Info0209@twomenandatruck com

Tucson Northeast, Arizona #0210
William (Bill) Bass
Donald (Don) Hughes
3773 W Ina Rd suite 174
Tucson, AZ 85741
p - 520 299 6683
f - 520 744 7074
Info0210@twomenandatruck com
All Mail To
579 D'Onofrio Drive Suite 105
Madison WI 53719-2838

ARKANSAS

Bentonville, Arkansas #0219
John Baldwin
Christi Baldwin
1500 SE Phyllis Street
Bentonville AR 72712 - 3864
p - 479 271 8228
f - 479 271 8764
Info0219@twomenandatruck com
Storage

Little Rock, Arkansas #0411
Ben Darnell
4125 Crystal Hill Road Suite A
Little Rock AR 72118
p - 501 812 4445
f - 501 812 5737
Info0411@twomenandatruck com

CALIFORNIA

Pasadena, CA #0415
Brig Sorber
Jon Sorber
Melanie Bergeron
15507 Arrow Highway
Irwindale CA 91706
p - 626 765 3847
Info0415@twomenandatruck com
Storage

Pleasanton, CA #0417
Joey Hale
111 Rickenbacker Circle
Livermore CA 94551
p - 925 456 6683
f - 925 456 6684
Info0417@twomenandatruck com

Redding, California #0229
Danielle Moore
Justin Moore
3851 Morrow Lane Suite 9
Chico CA 95928
p - 530 895 8871
f - 530 343 7928
Info0229@twomenandatruck com
Secondary in Redding CA
Storage

Redding, California #0229
Secondary of Redding, CA
Hours - M-F 8 am- 12 pm
Danielle Moore
Justin Moore
2527 Geary Street
Redding, CA 96001
p - 530 222 4047
Info0229@twomenandatruck com

Sacramento #5, California #0264
Chad Arnold
Mark Snyir
8440 Elder Creek Road
Sacramento CA 95826
p - 916 852 7411
f - 916 453 9899
Info0264@twomenandatruck com

Sacramento #6, California #0424
Chad Arnold
Mark Snyir
429 Roseville Square
Roseville CA 95678
p - 916 771 2666
f - 916 453 9899
Info0424@twomenandatruck com

Sacramento #7, California #0425
Chad Arnold
Mark Snyir
281 Iron Point Road
Folsom CA 95630
p - 916 985 6683
Info0425@twomenandatruck com

Sacramento #8, California #0426
Opening Soon
Chad Arnold
Mark Snyir
Info0426@twomenandatruck com

Santa Ana, California #0468
Charles (Will) Dillon
Juan Reyes
Bart Middlebrooks
David Harris
1448 North Glassell Street
Orange CA 92867
p - 714 923 0365
Info0468@twomenandatruck com

San Diego #1, California #0457
Alicia Sorber Gallegos
Pedro Gallegos
181 Pawnee Street
San Marcos CA 92078
p - 760 270 9933
info0457@twomenandatruck com
Storage

San Diego #3, California #0332
Alicia Sorber Gallegos
Pedro Gallegos
9245 Farnham St
San Diego CA 92123
p - 858 877 2100
info0332@twomenandatruck com

San Jose East, CA #0418
Joey Hale
1664 Watson Court
Milpitas CA 95035
p- 408 220 6183
Info0418@twomenandatruck com
Storage

Simi Valley, CA #0459
Paul Brown
Kristy Brown
888 East Easy Street
Simi Valley CA 93065
p- 805 422 3360
Info0459@twomenandatruck com

Thousand Oaks, CA #0460
Paul Brown
Kristy Brown
2509 Ventura Avenue
Ventura, CA 93001
p- 805 426 6203
Info0460@twomenandatruck com

Torrance, California #0399
Robert Rose
Chantal Rose
2750 Oregon Court
Torrance CA 90503
p- 424 488 0602
info0399@twomenandatruck com

COLORADO

Boulder, Colorado #0358
Jonathan Harshaw
Williams Evans
520 Violet St
Golden CO 80401-5636
p- 303 344 9911
f - 303 440 8901
Info0358@twomenandatruck com
All Mail to
12520 Grant Drive
Thornton, CO 80241

Colorado Springs, Colorado #0024
Eric St Pierre
Jeffery (Jeff) Walker
3220 Fillmore Ridge Heights
Colorado Springs CO 80907 - 9022
p - 719 576 6683
tf - 800 967 6683
f - 719 475 1460
Info0024@twomenandatruck com
Storage
Secondary in Pueblo, CO

Denver, Colorado #0357
Jonathan Harshaw
William Evans
12520 Grant Drive #300
Thornton CO 80241
p - 303 344 9911
f - 720 898 4446
Info0357@twomenandatruck com

Denver Southeast, Colorado #0359
Jonathan Harshaw
William Evans
15603 East Freemont Drive
Centennial CO 80112
p - 303 340 0067
f - 303 440 8901
Info0359@twomenandatruck com
All Mail to
12520 Grant Drive
Thornton, CO 80241

Denver Southwest, Colorado '#0360
Jonathan Harshaw
William Evans
15603 East Freemont Drive
Centennial, CO 80112
p - 303 340 0067
f - 303 440 8901
Info0360@twomenandatruck com
All Mail to
12520 Grant Drive
Thornton, CO 80241

Ft Collins, Colorado #0308
Kyle Norcutt
520 West 67th Street
Loveland CO 80538
p - 970 686 6683
f - 970 461 7910
Info0308@twomenandatruck com
All Mail to
1695 Service Road NE
Grand Rapids, MI 49503
Approved for load only

Pueblo, Colorado #0024
Secondary of Colorado Springs CO
Hours - M-F 8 am-12 pm Sat 8 am-12 pm
Eric St Pierre
Jeffery (Jeff) Walker
3221 N Elizabeth Street Suite B
Pueblo CO 81008 – 2004
p - 719 543 9000
f - 719 546 2852
Info0024@twomenandatruck com
All Mail To
3220 Fillmore Ridge Heights
Colorado Springs CO 80907 – 9022

CONNECTICUT

Avon, Connecticut #0373
Secondary of Central Connecticut, CT
Hours - M-F 10 am-2 pm
Douglas (Doug) Sudell
37 East Main Street
Avon CT 06001
p - 860 724 2916
Info0373@twomenandatruck com

Central Connecticut, Connecticut #0373
Douglas (Doug) Sudell
1275 Cromwell Avenue Unit B 14
Rocky Hill, CT 06067
p - 860 724 2901
Info0373@twomenandatruck com
Secondary in Avon CT

Fairfield County, Connecticut #0071
Stephen (Steve) Viggiano
Mary Viggiano
25 Van Zant Street Ste 1A1 (Front)
Norwalk CT 06855 - 4719
p - 203 831 9300
f - 203 855 9611
Info0071@twomenandatruck com

DELAWARE

Delaware North, Delaware #0232
Thomas (Tom) Connolly
Donald (Don) Connolly
3 Lewis Circle
Wilmington DE 19804 – 1618
p - 302 998 2600
f - 302 998 1573
Info0232@twomenandatruck com

Delaware South, Delaware #0403
Jeremy Brown
1169 South DuPont Highway
Dover DE 19901
p - 302 734 5017
f - 302 734 5019
Info0403@twomenandatruck com

FLORIDA

Boynton Beach, Florida #0371
Eric Williams
David Williams
1515 N Congress Avenue
Delray Beach FL 33445
p - 561 404 8807
Info0371@twomenandatruck com

Brevard, Florida #0137
Mark VanAntwerp
325 Stan Drive
Melbourne FL 32904
p - 321 242 7742 Brevard South
f - 321 242 8786
Info0137@twomenandatruck com
Storage

Clearwater, Florida #0286
Secondary of Pinellas FL
Hours - M-F 8 am-5 pm
Donald (Don) Hughes
William (Bill) Bass
12900 Automobile Road
Clearwater FL 33762
p - 727 736 8802
Info0286@twomenandatruck com
All Mail To
579 D'Onofrio Drive, Suite 105
Madison, WI 53719-2838

Fort Walton Beach, Florida #0284
Secondary of Panama City, FL
Hours - M-F 8 am-12 pm
David Verzino
Michael (Mike) Verzino
Robert (Sean) Wise
64 Elgin Parkway NE
Fort Walton Beach FL 32548
p - 850 267 0444
Info0284@twomenandatruck com

Ft Lauderdale North, Florida #0409
Joseph (Britt) Lanier
Susan Lanier
5850 Orange Drive
Davie FL 33314
p - 954 616 6683
f - 954 791 8094
Info0304@twomenandatruck com

Ft Myers/Naples, Florida #0496
Mark Golden
Stephen Mason
5878 Enterprise Parkway
Ft Myers FL 33905 - 5029
p - 239 337 3331
f - 239 690 3310
Info0496@twomenandatruck com
Secondary in Naples, FL

Gainesville, Florida **#0241
Mark Golden
Saundria Golden
1120 NW 53rd Avenue
Gainesville FL 32609
p - 352 372 0300
f - 352 372 6252
Info0241@twomenandatruck com

Hollywood/Ft Lauderdale, Florida **#0407
Joseph (Britt) Lanier
Susan Lanier
11952 Miramar Parkway
Miramar FL 33025
p - 954 616 6683
f - 954 791 8094
Info0083@twomenandatruck com
All Mail To
5850 Orange Drive
Davie, FL 33314

Jacksonville, Florida **#0461
Mark Golden
Stephen Mason
Jeremy King
Peter Ruffing
9450 Philips Highway, Suite 1
Jacksonville FL 32256
p - 904 745 0705
f - 904 745 1006
Info0461@twomenandatruck com

Kissimmee, Florida #0378
Jonathan Crain
3026 Michigan Avenue
Kissimmee FL 34744
p - 407 278 7852
Info0378@twomenandatruck com

Lady Lake, Florida #0394
Secondary of Ocala FL
Hours - M-F 10 am-2 pm
Jeffrey (Jeff) Knowles
Larry Knowles
Ryan Knowles
728 S US Highway 441 Unit 728
Lady Lake FL 32159
p - 352 347 3337
Info0394@twomenandatruck com
All mail to
709 Brantenburg Way
Lutz FL 33548 - 7932

Leesburg, Florida #0314
Secondary of Orange County West FL
Hours - M-F 9 am-1 pm
William (Bill) Bass
Donald (Don) Hughes
2110 Talley Road, Suite 4/5/6
Leesburg FL 34748
p - 407 362 0044
Info0314@twomenandatruck com
All Mail To
579 Donofrio Drive, Suite 105
Madison WI 53719-2838

Miami #1, Florida #0438
William (Bill) Bass
Donald (Don) Hughes
5979 NW 151st Street Suite 102-1
Miami Lakes FL 33014
p - 305 819 3340
f - 305 819 3347
info0438@twomenandatruck com
All Mail To
579 Donofrio Drive, Suite 105
Madison, WI 53719-2838

Miami #2, Florida #0439
William (Bill) Bass
Donald (Don) Hughes
1521 NW 82 Avenue
Doral FL 33126
p - 305 819 3340
f - 305 819 3347
info0439@twomenandatruck com
All Mail To
579 Donofrio Drive, Suite 105
Madison, WI 53719-2838

Miami #3, Florida #0440
William (Bill) Bass
Donald (Don) Hughes
13478 SW 131st Street
Miami FL 33186
p - 305 819 3340
f - 305 819 3347
info0440@twomenandatruck com
All Mail To
579 Donofrio Drive, Suite 105
Madison, WI 53719-2838

Naples, Florida #0496
Secondary of Ft Myers/Naples FL
Hours - M-F 8 am-12 pm
Mark Golden
Stephen Mason
3945 Tollhouse Drive #915
Naples FL 34114
p - 239 284 1487
Info0496@twomenandatruck com

North Broward / Boca Raton, Florida #0408
Joseph (Britt) Lanier
Susan Lanier
1625 NW 1st Court
Boca Raton FL 33432
p -561 994 1616
Info0161@twomenandatruck com
All Mail To
5850 Orange Drive
Davie, FL 33314
Storage

Ocala, Florida #0394
Jeffrey (Jeff) Knowles
Larry Knowles
Ryan Knowles
6740 SE 110th Street
Belleview FL 34420
p - 352 347 3337
Info0394@twomenandatruck com
All mail to
709 Brantenburg Way
Lutz FL 33548 - 7932
Storage
Secondary in Lady Lake FL

Orange County East, Florida #0311
Shawn Grady
Mark Bailey
379 W Michigan St Suite 200
Orlando FL 32806 - 4466
p - 407 852 1777
f - 407 852 1133
Info0311@twomenandatruck com

Orange County West, Florida #0314
William (Bill) Bass
Donald (Don) Hughes
7703 Kings Pointe Pkwy Ste 800
Orlando, FL 32819 - 8581
p - 407 254 5000
f - 407 254 0169
Info0314@twomenandatruck com
All Mail To
579 Donofrio Drive, Suite 105
Madison, WI 53719-2838
Secondary in Leesburg, FL
Storage

Panama City, Florida #0284
David Verzino
Michael (Mike) Verzino
Robert (Sean) Wise
2500 West 15th St
Panama City FL 32401
p - 850 785 2222
f - 850 785 2220
Info0284@twomenandatruck com
Secondary in Fort Walton Beach

Pasco, Florida #0246
Jeffrey (Jeff) Knowles
Larry Knowles
Ryan Knowles
5801 State Rd 54
New Port Richey FL 34652-6023
p - 727 847 6683
f - 727 848 9040
Info0246@twomenandatruck com
All mail to
709 Brantenburg Way
Lutz, FL 33548 - 7932
Secondary in Spring Hill FL

Pensacola, Florida #0470
Gregory Micklos
Jennifer Micklos
Mark Hoagland
Krista Hoagland
2 East Texar Drive Suite A
Pensacola FL 32501
p - 850 471 1166
f - 850 471 0360
Info0470@twomenandatruck com

Pinellas, Florida #0286
Donald (Don) Hughes
William (Bill) Bass
156 East Douglas Rd
Oldsmar FL 34677
p - 727 736 8000
f - 727 786 8828
Info0286@twomenandatruck com
All Mail To
579 D'Onofrio Drive, Suite 105
Madison, WI 53719-2838
Storage
Secondary in Clearwater FL

Polk County West , Florida #0234
Jonathan Crain
3220 Atlantic Avenue
Lakeland FL 33803
p - 863 646 6683
f - 863 646 8959
Info0234@twomenandatruck com

Pompano Beach, Florida #0410
Joseph (Britt) Lanier
Susan Lanier
2160 North Andrew Avenue
Pompano Beach FL 33069
p - 954 617 6683
f - 954 575 1781
info0305@twomenandatruck com
All Mail To
5850 Orange Drive
Davie, FL 33314
Storage

Sarasota, Florida #0276
Kristen Kelly
Dan Kelly
Susan Pore
8251 15th Street E Unit N
Sarasota FL 34243 – 2705
p - 941 359 1904
f - 941 355 2145
Info0276@twomenandatruck com

Seminole, Florida #0138
Angela (Angie) Lehman
Brad Lehman
310 Anchor Road
Casselberry FL 32707
p - 407 331 6683
f - 407 331 6616
Info0138@twomenandatruck com
Storage

Spring Hill, Florida #0246
Secondary of Pasco, FL
Hours - M-F 8 am-5 pm Sat 8 am -11 am
Jeffrey (Jeff) Knowles
Larry Knowles
Ryan Knowles
13719 Linden Drive
Spring Hill FL 34609
p - 352 515 0980
Info0246@twomenandatruck com
All mail to
709 Brantenburg Way
Lutz FL 33548 - 7932

St Johns / Clay, Florida #0462
Mark Golden
Stephen Mason
Jeremy King
Peter Ruffing
28 Binninger Dr
St Augustine FL 32095
p - 904 429 0283
f - 904 429 0288
Info0462@twomenandatruck com

Tallahassee, Florida #0330
Bryan Feldman
Nathan Bocock
1196-C Capital Circle NE
Tallahassee, FL 32301
p - 850 224 2232
f - 850 224 2211
Info0330@twomenandatruck com
All mail to
107 Sandra Avenue
Greenville, SC 29611

Tampa, Florida #0026
Jeffrey (Jeff) Knowles
Larry Knowles
Ryan Knowles
11431 US Hwy 301 N
Thonotosassa FL 33592 – 3510
p - 813 988 7388
f - 813 982 2037
Info0026@twomenandatruck com
All mail to
709 BrantenBurg Way
Lutz, FL 33549 - 7932
Secondary in Tampa FL- Howard Ave
Secondary in Tampa FL- Sheldon Rd

Tampa, Florida-Howard Ave #0026
Secondary of Tampa FL
Hours - M-F 10 am-2 pm
Jeffrey (Jeff) Knowles
Larry Knowles
Ryan Knowles
1101 N Howard Avenue
Tampa FL 33607
p - 813 374 0209
All mail to
709 BrantenBurg Way
Lutz, FL 33549 - 7932

Tampa, Florida- Sheldon Rd #0026
Secondary of Tampa FL
Hours - M-F 10 am-2 pm
Jeffrey (Jeff) Knowles
Larry Knowles
Ryan Knowles
11928 Sheldon Rd
Tampa Florida 33626
p - 813 920 6683
Info0026@twomenandatruck com
All mail to
709 BrantenBurg Way
Lutz FL 33549 - 7932

Treasure Coast, Florida #0328
Joel Dowley
Janelle Dowley
James (Jim) Bledsoe
Shauna Bledsoe
4271 NW Federal Highway
Jenson Beach FL 34957
p - 772 398 9995
f - 772 398 9984
Info0328@twomenandatruck com
Secondary in Vero Beach FL

Vero Beach, Florida #0328
Secondary of Treasure Coast FL
Hours - M-F 8 am - 12 pm
Joel Dowley
Janelle Dowley
James (Jim) Bledsoe
Shauna Bledsoe
732 US Highway 1
Vero Beach Florida 32962
p - 772 494 6718
Info0328@twomenandatruck com

Volusia County, Florida #0176
Angela (Angie) Lehman
Brad Lehman
370 South Nova Road
Daytona Beach, FL 32114
p - 386 255 6683
f - 386 253 6638
Info0176@twomenandatruck com
Storage

Wellington, Florida #0182
Secondary of West Palm Beach, FL
Hours - M-F 12 pm - 4 pm
Janelle Dowley
Joel Dowley
3220 Fairlane Farms Road Suite 13
Wellington FL 33414
p - 561 845 7373
f - 561 845 7352
Info0182@twomenandatruck com

West Palm Beach, Florida #0182
Janelle Dowley
Joel Dowley
1500 N Florida Mango Suite 17
West Palm Beach FL 33409
p - 561 845 7373
f - 561 845 7352
Info0182@twomenandatruck com
Storage
Secondary in Wellington FL

GEORGIA

Acworth, GA #0298
Secondary of Cobb County South GA
Hours - M-F 7 30 am - 11 30 pm
Jess Langley
Martha (Marti) Langley
4230 Industrial Center Lane
Acworth GA 30101
p - 770 422 6680
f - 770 795 7766
Info0298@twomenandatruck com

Athens, Georgia #0147
William (Bear) Keeling III
Joshua (Josh) Keeling
260 Commerce Blvd
Athens GA 30606
p - 706 227 4100
f - 706 227 4045
Info0147@twomenandatruck com
Storage

Atlanta- Zononite Road, Georgia #0283
Secondary of DeKalb Co
Hours - M-F 7 30 am - 11 30 pm
Jess Langley
Martha (Marti) Langley
1155 Zonolite Road
Atlanta GA 30306
p - 404 815 0200
f - 404 815 1828
Info0283@twomenandatruck com

Augusta, Georgia #0120
Robert Michael (Mike) Thompson
3520 Wrightsboro Rd
Augusta GA 30909 - 2435
p - 706 364 1754
f - 706 364 1823
Info0120@twomenandatruck com

Cobb County North, Georgia #0290
Jess Langley
Martha (Marti) Langley
1257 G Kennestone Circle
Marietta GA 30066 - 6029
p - 770 792 0304
f - 770 792 3384
Info0290@twomenandatruck com
Secondary in Woodstock, GA
Storage

Cobb County South, Georgia #0298
Holly Stewart
Jess Langley
2976 C Ask-Kay Drive
Smyrna GA 30082
p - 678 305 7304
f - 678 305 7302
Info0298@twomenandatruck com
Secondary in Acworth GA

Columbus, Georgia #0216
Charles (Will) William Dillon
1452 Condcord Blvd
Columbus GA 31904
p - 706 494 6683
f - 706 494 3990
Info0216@twomenandatruck com
Storage

DeKalb County, Georgia #0283
Jess Langley
Martha (Marti) Langley
2375 John Glenn Drive Suite 105
Chamblee, GA 30341
p - 770 457 0111
Info0115@twomenandatruck com
Secondary in Atlanta- Zonolite Road

Douglas County, GA #0431
Gordon Shaffer
Nicholas (Nick) Roenig
Gabriel (Gabe) Gilbert
4075 Charles Hardy Parkway Suite 24
Dallas GA 30157 - 3315
p - 770 505 3332
f - 770 505 3336
Info0431@twomenandatruck com
Secondary in Douglasville GA

Douglasville, GA #0431
Secondary of Douglas County, GA
Hours - M-F 8 am -12 pm
Gordon Shaffer
Nicholas (Nick) Roenig
Gabriel (Gabe) Gilbert
7274 Bankhead Highway Suite D
Douglasville GA 30134
p - 678 398 9045
Info0431@twomenandatruck com

Fulton Central , Georgia #0344
Erin Whitty
Randall Whitty
1017 Collier Road NW
Atlanta GA 30318
p - 404 425 2544
Info0344@twomenandatruck com
Storage

Gwinnett North, Georgia #0277
Jess Langley
Martha (Marti) Langley
650 Gwinnett Drive Suite 201
Lawrenceville GA 30045
p - 770 822 4433
Info0277@twomenandatruck com
Secondary in Suwannee GA
Storage

Gwinnett South, Georgia #0115
Jess Langley
Martha (Marti) Langley
Jerome Jones
5151 S Royal Atlanta Drive
Tucker GA 30084 - 3053
p - 770 879 8383 & 770 496 2801
f - 770 496 4545
Info0115@twomenandatruck com
Secondary in Loganville, GA
Storage

Henry County, Georgia #226
J Brooke Wilson
Les Wilson
7225-D Daniel Drive
Stockbridge GA 30281 - 4169
p - 770 477 6683
f - 678 289 0485
Info0226@twomenandatruck com
Storage

Loganville, GA #0115
Secondary of Gwinnett South, GA
Hours - M-F 7 30 am - 11 30 pm
Jess Langley
Martha (Marti) Langley
3473 Diversified Drive
Loganville GA 30052
p - 770-978-3322
f - 770-975-1838
Info0115@twomenandatruck com

North Fulton, Georgia #0106
Alan Touart
Kim Touart
1640 McFarland 400 Drive
Alpharetta GA 30004 - 7764
p - 770 887 3204
f - 770 664 1988
Info0106@twomenandatruck com
Secondary in Sandy Springs GA

Sandy Springs, Georgia #0106
Secondary of North Fulton County GA
Hours - M-F 8 am - 5 pm/ Sat 8 am - 4 pm
Alan Touart
Kim Touart
700 Dalrymple Rd, Suite 301
Sandy Springs GA 30328
p - 770 558 3551
f - 770 664 1988
Info0106@twomenandatruck com

Savannah, Georgia #0261
Todd Eberhardt
135 Eason Drive
Pooler GA 31322
p - 912 966 0600
f - 912 966 1429
Info0261@twomenandatruck com

South Fulton, Georgia #0260
Wayne Gardner
J Brooke Wilson
3450 Buffington Center Suite D
Atlanta GA 30349
p - 770 631 6683
f - 770 631 6689
Info0260@twomenandatruck com
Storage

Suwannee, GA #0277
Secondary of Gwinnett North
Hours - M-F 8 am -5 pm / Sat 8 am - 12 pm
Jess Langley
Marti Langley
1049 Industrial Court Suite A
Suwannee GA 30024 - 8360
p - 770 932 9898
f - 770 932 3942
Info0277@twomenandatruck com

Woodstock, Georgia #0290
Secondary of Cobb North, GA
Hours - M-F 7 30 am - 11 30 pm
Jess Langley
Marti Langley
100 Arnold Mill Way Suite B
Woodstock GA 30188
p - 678 445 3434
f - 678 445 16973
Info0290@twomenandatruck com

IDAHO

Boise, Idaho #0327
Terry Bruns
110 East 40th Street
Boise ID 83714
p - 208 495 7111
f - 208 495 7117
Info0327@twomenandatruck com
Secondary in Meridian, ID

ILLINOIS

Carol Stream, Illinois- #0275
Secondary office Wheaton IL
Hours - M F 8 am - 5 pm/ Sat 8 am - 12 pm
Paul Brown
Kristy Brown
344 St Paul Blvd
Carol Stream IL 60188
p - 630 315 9400
Info0275@twomenandatruck com

Champaign, Illinois #0255
Daniel (Dan) Shunk
Rene Shunk
47 E Kenyon Rd
Champaign IL 61820 - 2513
p - 217 398 2636
f - 217 398 2638
Info0255@twomenandatruck com
Secondary in Normal IL

Chicago 1, Illinois #0287
John Judson
Joel Trost
Jason Judson
2417 W Fulton St
Chicago IL 60612
p - 312 291 2668
f - 312 666 6304
Info0287@twomenandatruck com
All mail to
622 E Northwest Hwy
Des Plaines Illinois 60016

Chicago 2, Illinois #0280
John Judson
Joel Trost
Jason Judson
2417 W Fulton St
Chicago IL 60612
p - 312 291 2668
f - 312 666 6304
Info0280@twomenandatruck com
All mail to
622 E Northwest Hwy
Des Plaines, Illinois 60016

Chicago 3, Illinois #0279
John Judson
Joel Trost
Jason Judson
622 E Northwest Hwy
Des Plaines Illinois 60016
p - 847 544 5050
f - 847 544 5128
Info0279@twomenandatruck com

Chicago 4, Illinois #0288
John Judson
Joel Trost
Jason Judson
2417 W Fulton St
Chicago IL 60612
p - 312 291 2668
f - 312 666 6304
Info0288@twomenandatruck com
All mail to
622 E Northwest Hwy
Des Plaines Illinois 60016

Chicago 5, Illinois #0278
John Judson
Joel Trost
Jason Judson
622 E Northwest Hwy
Des Plaines Illinois 60016
p - 847 544 5050
f - 847 544 5128
Info0278@twomenandatruck com
Dispatch in Wheeling, IL
Dispatch in Northfield IL

Chicago Midway, Illinois #0339
Paul Brown
Kristy Brown
4201 W 36th St
Chicago IL 60632
p - 708 460 6685
f - 630 563 9009
Info0339@twomenandatruck com
All mail to
16308 S 107th Ave , Suite 2
Orland Park IL 60467

Cook County West, Illinois #0235
Scott Brutosky
Mark Kettner
1111 Tower Road
Schamburg IL 60173
p - 630 830 6300
f - 630 830 6394
Info0235@twomenandatruck com
All mail to
1350 Tri State Parkway #100
Gurnee IL 60031 – 9135
Secondary in Elgin IL

Downers Grove, Illinois #0154
Secondary of DuPage/Will/Kendall
Hours - M-F 8 am - 12 pm
Joanne Sebby
Ronald (Ron) Sebby
2727 Curtiss Street
Downers Grove IL
p - 630 395 9626
Info0154@twomenandatruck com

DuPage/Will/Kendall, Illinois #0154
Joanne Sebby
Ronald (Ron) Sebby
12002 Spaulding School Drive
Plainfield IL 60585 - 8525
p - 815 609 6200
f - 815 609 6474
Info0154@twomenandatruck com
Secondary in Downers Grove IL

Elgin, Illinois #0235
Secondary of Cook County IL
Hours - M-F 8 am - 12 pm
Scott Brutosky
Mark Kettner
860 Summit Street
Elgin IL 60120
p - 224 208 5011
Info0235@twomenandatruck com
All mail to
1350 Tri State Parkway #100
Gurnee IL 60031 – 9135

Highland Park, Illinois #0155
Secondary of Lake County, IL
Hours - M-F 8 am - 12 pm
Scott Brutosky
Mark Kettner
1910 First Street #304W
Highland Park IL 60035
p - 847 433 5671
Info0155@twomenandatruck com
All mail to
1350 Tri State Parkway #100
Gurnee IL 60031 – 9135

Joliet, Illinois #0338
Paul Brown
Kristy Brown
209 Amendodge Drive
Shorewood IL 60404
p - 708 460 6685
f - 630 563 9009
Info0338@twomenandatruck com
All mail to
16308 S 107th Ave , Suite 2
Orland Park, IL 60467

Kane/DuPage, Illinois #0143
Alexander (Alex) Petrusha
Wendy Petrusha
370 Smoke Tree Business Park
North Aurora IL 60542 - 1720
p - 630 301 7500
f - 630 301 7501
Info0143@twomenandatruck com

Lake County, Illinois #0155
Scott Brutosky
Mark Kettner
405 Washington Blvd Suite 201
Mundelin IL 60060
p - 847 855 5960
f - 847 855 0716
Info0155@twomenandatruck com
Secondary in Lincolnshire IL

McHenry, Illinois #0294
Alexander (Alex) Petrusha
Wendy Petrusha
1095 Pingree Rd Suite107
Crystal Lake, IL 60014
p - 224 333 0031
f - 630 301 7501
Info0294@twomenandatruck com

Normal, Illinois #0255
Secondary of Champaign IL
Hours - M-F 9 am - 1 pm
Daniel (Dan) Shunk
Rene Shunk
460 Wylie Drive
Normal IL 61761
p - 309 807 5340
Info0255@twomenandatruck com

Northfield, Illinois #0278
Dispatch office of Des Plaines IL
John Judson
Joel Trost
Jason Judson
540 Frontage Road Suite 1000C
Northfield Illinois 60093
p - 847 737 9105
Info0278@twomenandatruck com

Orland Park, Illinois #0289
Paul Brown
Kristy Brown
16308 S 107th Ave Suite 2
Orland Park IL 60467
p - 708 460 6685
f - 630 563 9009
Info0289@twomenandatruck com

Peoria, IL #0302
Cory Christensen
Robert (Bob) Christensen
2210 W Townline Road
Peoria IL 61615-1545
p - 309 689 1600
f - 309 689 1601
Info0302@twomenandatruck com
All Mail to
7214 N Alpine Rd
Loves Park, IL 61111

Rockford, Illinois #0248
Cory Christensen
Robert (Bob) Christensen
7206 North Alpine Road
Loves Park IL 61111
p - 815 633 3600
f - 815 633 3622
Info0248@twomenandatruck com

Springfield, Illinois #0379
Daniel (Dan) Shunk
Rene Shunk
651 East Linton Ave
Springfield IL 62703
p - 271 331 6076
Info0379@twomenandatruck com

St Louis East, Illinois #0166
John Judson
Caroline (Carey) Judson
Jason Judson
116 N Bluff Rd Suite A
Collinsville IL 62234-2901
p - 618 301 4100
f - 618 301 4102
Info0166@twomenandatruck com

Wheaton, Illinois #0275
Paul Brown
Kristy Brown
909 South Route 83 #201
Elmhurst IL 60126
p - 630 834 6683
f - 630 563 9009
Info0275@twomenandatruck com
Secondary in Wheaton - East Butterfield
Secondary in Wheaton - Carol Stream, IL

Wheaton, Illinois- East Butterfield #0275
Secondary office of Wheaton
Hours - M-F 11am-3 pm
Paul Brown
Kristy Brown
1275 East Butterfiled
Wheaton IL 60187
p - 630 315 2600
Info0275@twomenandatruck com

Wheeling, Illinois #0278
Dispatch office of Des Plaines , IL
John Judson
Joel Trost
Jason Judson
307 S Milwaukee Ave Ste 122
Wheeling Illinois 60090
p - 847 327 0060
Info0278@twomenandatruck com

INDIANA

Anderson/Muncie, Indiana #0381
Matthew (Matt) Schiffeneder
Heather Schiffeneder
Jacob Deitrich
2323 N Elizabeth Street
Kokomo IN 46901
p - 765 378 6800
Info0381@twomenandatruck com
All Mail To
5415 Distribution Drive
Ft Wayne, IN 46825 - 5113

Bloomington, Indiana #0497
Coming Soon
Robert (Rob) Felcher
Dan Pettit
2017 Yost Avenue
Bloomington IN 47403
P- 812 778 3163
info0497@twomenandatruck com

Crown Point, Indiana #0171
Secondary of Valparaiso, IN
Hours - M F 8 am - 5 pm/ Sat 8 am - 12 pm
Jeffery (Jeff) Brown
895 E North Street
Crown Point IN 46307
p - 219 663 9999
Info0171@twomenandatruck com

Evansville, Indiana #0393
Robert (Rob) Felcher
1222 Heinlein Road
Evansville IN 47725
p - 812 401 4757
info0393@twomenandatruck com

Fort Wayne, Indiana #0186
Matthew (Matt) Schiffeneder
5415 Distribution Drive
Ft Wayne IN 46825 - 5113
p - 260 471 6683
f - 260 484 4100
Info0186@twomenandatruck com

Indianapolis East, Indiana #0266
Andrew (Drew) Werling
Timothy (Tim) Werling
11787 Technology Drive
Fishers IN 46038
p - 317 644 0707
f - 317 723 8999
Info0266@twomenandatruck com
Storage
Approved for load only

Indianapolis North, Indiana #0191
Andrew (Drew) Werling
Timothy (Tim) Werling
11787 Technology Drive
Fishers IN 46038
p - 317 489 5750
f - 317 333 6018
Info0191@twomenandatruck com
Storage
Approved for load only

Indianapolis South, Indiana #0267
Andrew (Drew) Werling
Timothy (Tim) Werling
5777 Decatur Blvd Suite 250
Indianapolis IN 46241
p - 317 644 0700
f - 317 522 2275
Info0267@twomenandatruck com
All Mail to
11787 Technology Drive
Fishers, IN 46038
Storage
Approved for load only

Indianapolis West , Indiana #0265
Dispatch office
Andrew (Drew) Werling
Timothy (Tim) Werling
1365 Sadlier Circle
Indianapolis IN 46239
Info0266@twomenandatruck com
Approved for load only

Indianapolis West, Indiana #0265
Andrew (Drew) Werling
Timothy (Tim) Werling
5777 Decatur Blvd Suite 250
Indianapolis IN 46241
p - 317 875 6683
f - 317 333 6018
Info0265@twomenandatruck com
All Mail to
11787 Technology Drive
Fishers, IN 46038
Storage

Lafayette, Indiana #0501
coming soon
Daniel (Dan) Shunk
Rene Shunk
1400 Teal Road, Suite 22/23
Lafayette IN 47905
Info0501@twomenandatruck com

South Bend, Indiana #0430
Jay Mellentine
129 South Dixie Way
South Bend IN 46637
p - 574 309 9868
Info0430@twomenandatruck com
Storage

Valparaiso, Indiana #0171
Jeffery (Jeff) Brown
4701 Airport Dr
Valparaiso, IN 46383
p - 219 548 7577
f - 219 548 7374
Info0171@twomenandatruck com
Secondary in Crown Point IN

IOWA

Cedar Rapids, Iowa #0334
Nathan Berns
1846 16th Avenue SW
Cedar Rapids IA 52404
p - 319 362 1100
f - 319 363 3754
Info0334@twomenandatruck com
Secondary in Waterloo, IA
Approved for load only

Des Moines, Iowa #0052
John Tometich
Cindy Tometich
3934 NW Urbandale Dr
Urbandale IA 50322 - 7922
p - 515 276 7170
f - 515 276 7686
Info0052@twomenandatruck com

Quad Cities, IA (IL) #0380
Cory Christensen
Robert (Bob) Christensen
Kevin Christensen
5000 Tremont Avenue Building 200-Suite 202
Davenport IA 52807
p - 563 391 2636
Info0380@twomenandatruck com
All Mail to
7214 N Alpine Rd
Loves Park IL 61111

Waterloo, Iowa #0334
Secondary of Cedar Rapids, IA
Hours M-F 8 am - 12 pm
Nathan Berns
2225 Hawthorne Avenue
Waterloo, IA 50702
p - 319 483 7102
Info0334@twomenandatruck com

KANSAS

Kansas City, Kansas #0064
Donald B (Bryan) Gerstner
7967 Frontage Rd
Overland Park KS 66204 – 2352
Customer Line - 816 421 6683
p - 913 901 0216
f - 913 385 5281
Info0064@twomenandatruck com
All Mail to
1204 NW Woods Chapel Rd
Blue Springs MO 64015 - 2620

Wichita, Kansas #0320
Garret Peterman
Robert (Sean) Wise
Michael (Mike) Verzino
David Verzino
8537 W21st Street
Wichita KS 67205
p - 316 558 5588
f - 316 558 5551
Info0320@twomenandatruck com
Secondary in Wichita KS- Greenwich Rd

Wichita, KS - Greenwich Road #0320
Secondary of Wichita KS
Hours - M-F 8 am - 12 pm
Garret Peterman
Robert (Sean) Wise
Michael (Mike) Verzino
David Verzino
309 South Greenwich Road
Wichita KS 67207
p - 316 558 5588
f - 316 558 5551
Info0320@twomenandatruck com

KENTUCKY

Lexington, Kentucky #0331
Michael(Mike) J Lally
789 Westland Dr
Lexington KY 40504 - 1015
p - 859 335-6683
f - 859 225 3531
Info0331@twomenandatruck com
Storage

Louisville Central, Kentucky #0202
Michael (Mike) J Lally
5328 Bardstown Rd
Louisville KY 40291 - 1931
p - 502 454 6999
f - 502 491 0713
Info0202@twomenandatruck com
All Mail to
1089 Reading Road
Mason, OH 45040 - 1345

Louisville East, Kentucky #0500
Shawn Grady
Mark Bailey
Bob Uecker
3600 Chamberlain Lane Suite 420
Louisville Kentucky 40241 - 1955
p - 502 425 8778
f - 502 426 5550
Info0343@twomenandatruck com

Northern, Kentucky #0361
Michael (Mike) Lally
1335 Donaldson Rd Suite 13
Erlanger KY 41018
p - 859 689 0000
f - 859 689 4555
Info0361@twomenandatruck com

LOUISIANA

East Baton Rouge Parish, LA #0303
William (Billy) Stovall
Karla Stovall
Joseph South
11818 South Harrell's Ferry Rd
Baton Rouge LA 70816
p - 225 771 8680
f - 225 771 8694
Info0303@twomenandatruck com

Lafayette, LA #0382
Bryan Jones
William (Billy) Stovall
Joseph South
4000 Johnston Street Unit B
Lafayette LA 70503
p- 337 417 8008
Info0382@twomenandatruck com

Lake Charles, LA #0493
Bryan Jones
Cameron Jones
Laura Jones
3729 Ryan Street
Lake Charles LA 70605
p - 337 656 4938
Info0493@twomenandatruck com

New Orleans #1, LA #0324
William (Billy) Rippner
Janie Rippner
5029 Bloomfield St
New Orleans LA 70121
p - 504 570 6683
f - 504 835 6714
Info0324@twomenandatruck com

New Orleans #2, LA #0372
William (Billy) Rippner
Janie Rippner
3646 Magazine Street
New Orleans, LA 70115
p - 504 304 6695
Info0372@twomenandatruck com

MAINE

Portland, ME #0491
Jason Judson
John Judson
Joel Trost
Steve West
Brian Stern
26 Bridgeton Road
Westbrook ME 04092
p- 207 835 8440
info0491@twomenandatruck com

MARYLAND

Annapolis, Maryland #0396
Matthew Rose
Nathan Berns
Rebeka Rose
727 State Route 3 S
Gambrills MD 21054
p - 410 774 5618
info0396@twomenandatruck com
Approved for load only

Bethesda, Maryland #0463
Matthew (Matt) Rose
Nathan Berns
Rebeka Rose
5008 Boiling Brook Parkway
Rockville, MD 20852
p - 301 228 0771
Info0463@twomenandatruck com
Storage

Bowie, Maryland #0397
Matthew Rose
Nathan Berns
Rebeka Rose
727 State Route 3 S
Gambrills MD 21054
p - 410 774 5618
info0397@twomenandatruck com
Approved for load only

Columbia East, Maryland #0398
Matthew Rose
Nathan Berns
Rebeka Rose
2709 N Rolling Rd #122
Windsor Mill MD 21244
p - 410 774 5618
info0398@twomenandatruck com
Approved for load only

Columbia West, Maryland #0464
Matthew (Matt) Rose
Nathan Berns
Rebeka Rose
2709 N Rolling Rd #122
Windsor Mill MD 21244
p - 410 597 9777
info0464@twomenandatruck com
Storage

Gaithersburg, Maryland #0370
Secondary of Potomac MD
Hours - M-F 8 am - 5 pm
Joey Hale
Jennifer Hale
7540 Rickenbacker Drive
Gaithersburg MD 20879
p - 240 654 4557
info0370@twomenandatruck com

Potomac, Maryland #0370
Joey Hale
Jennifer Hale
7811 Montrose Rd Suite 200
Potomac MD 20854
p - 240 654 4557
info0370@twomenandatruck com
Storage

MASSACHUSETTS

Boston #1, Massachusetts #0386
Brian Stern
Jason Judson
John Judson
Joel Trost
260 Fordham Road
Wilmington MA 01187
p- 339 227 6773
info0386@twomenandatruck com

Boston #2, Massachusetts #0387
Brian Stern
Jason Judson
John Judson
Joel Trost
260 Fordham Road
Wilmington MA 01187
p- 339 227 6773
info0387@twomenandatruck com

Boston #3, Massachusetts #0388
Marketing Headquarters - appointment only
Brian Stern
Jason Judson
John Judson
Joel Trost
1309 Beacon Street, Suite 300
Brookline MA 02446
p- 339 227 6773
info0388@twomenandatruck com

Boston #4, Massachusetts #0389
Hours - M-F 8 am - 12 pm
Brian Stern
Jason Judson
John Judson
Joel Trost
4 Avenue E
Hopkinton MA 01748
p- 339 227 6773
info0389@twomenandatruck com

Boston #5, Massachusetts #0390
Brian Stern
Jason Judson
John Judson
Joel Trost
260 Fordham Road
Wilmington, MA 01187
p- 339 227 6773
info0390@twomenandatruck com

Boston #6, Massachusetts #0391
Brian Stern
Jason Judson
John Judson
Joel Trost
260 Fordham Road
Wilmington MA 01187
p- 339 227 6773
info0391@twomenandatruck com

MICHIGAN

Ann Arbor, Michigan #0196
Alan Oversmith
5864 Interface
Ann Arbor, MI 48103 - 9514
p - 734 973 6683
f - 734 741 1133
Info0196@twomenandatruck com

Battle Creek, Michigan #0131
Secondary of Kalamazoo, MI
Hours M F 8 am - 12 pm
Kyle Norcutt
7175 Tower Road Suite C
Battle Creek MI 49014
p - 269 447 6683
Info0131@twomenandatruck com
All Mail to
1695 Service Road NE
Grand Rapids, MI 49503

Bay City / Midland / Saginaw, Michigan #0034
Ashley Anderson
Jessica Pula
Scott Wakefield
105 Garfield Ave
Bay City MI 48708 - 7133
p - 989 895 5252
tf - 888 896 6683
f - 989 891 9331
Info0034@twomenandatruck com
Secondary in Midland MI

Belmont, Michigan #0249
Dispatch of Grand Rapids North, MI
Kyle Norcutt
8195 Graphic Drive NE Suite 200
Belmont MI 49306
p - 616 647 4262
Info0249@twomenandatruck com

Bloomfield Hills, Michigan #0291
Secondary of Oakland Southeast MI
Hours - M-F 12 30 pm - 4 30 pm
Kevin Balduc
Meghan Chamberlain
2242 South Telegraph Rd Suite 204
Bloomfield Hills MI 48302
p - 248 356 6683
f - 248 359 8899
Info0291@twomenandatruck com

Charlevoix, Michigan #0227
Secondary of Northern Michigan, MI
Hours - M-F 10 am - 2 pm
Jeffery (Jeff) Crofoot
Mara Crofoot
09376 Us 31 North
Charlevoix, MI 49720
p - 231 373 0653
Info0227@twomenandatruck com

Genesee County, Michigan #0065
Russell (Russ) Scott
Jamie Scott
G-3490 Miller Rd Suite 20
Flint MI 48507 - 1261
p - 810 720 6683
m - 810 343 4454
f - 810 720 6685
Info0065@twomenandatruck com

Grand Rapids North, Michigan #0249
Kyle Norcutt
1695 Service Road NE
Grand Rapids MI 49503
p - 616 647 4262
f - 616 647 4264
Info0249@twomenandatruck com
Dispatch in Belmont, MI
Approved for load only

Grand Rapids South, Michigan #0253
Robert (Rob) Felcher
912 47th Street SW
Wyoming MI 49509 - 9381
p - 616 245 9200
f - 616 245 0605
Info0253@twomenandatruck com
Storage
Secondary in Grand Rapids MI - 28th St

Grand Rapids South, Michigan - 28th St #0253
Secondary of Grand Rapids South
Hours M-F 10 am - 2 pm
Robert (Rob) Felcher
3665 28th Street, Suite 6-E
Grand Rapids MI 49512
p - 616 245 9200
Info0253@twomenandatruck com

Jackson, Michigan #0094
Jeffrey (Jeff) Snyder
Michael (Mike) Snyder
1800 Losey Ave
Jackson MI 49203 - 3441
p - 517 787 7550
f - 517 788 6576
Info0094@twomenandatruck com

Kalamazoo, Michigan #0131
Kyle Norcutt
3410 E Cork Street
Kalamazoo MI 49001 - 4632
p - 269 488 6683
f - 269 488 6686
Info0131@twomenandatruck com
All Mail to
1695 Service Road NE
Grand Rapids, MI 49503
Storage
Secondary in Battle Creek MI
Approved for load only

Lakeshore, Michigan #0429
Kyle Norcutt
Heidi Norcutt
513 East 8th Street
Holland MI 49423 - 3765
p - 616 392 4448
f - 616 392 1237
Info0429@twomenandatruck com
Secondary in St Joseph MI
Secondary in Nunica, MI

Lansing, Michigan #0001
Melanie Bergeron
James (Brig) Sorber
Jon Sorber
1200 Keystone Ave
Lansing MI 48911
p - 517 485 4545
tf - 800 778 0700
f - 517 882 9343
Info0001@twomenandatruck com
Secondary in Mt Pleasant MI
Storage

Livingston/Shiawassee, Michigan #0297
Alan Oversmith
2508 Harte Dr
Brighton MI 48114 - 7002
p - 810 588 5930
f - 810 227 3002
Info0297@twomenandatruck com

Macomb County, Michigan #0015
Constance (Connie) Howe
Lisa Gaber
34113 Doreka Dr
Fraser, MI 48026 - 3435
p - 586 415 8115
f - 586 285 9858
Info0015@twomenandatruck com
Secondary in Shelby Township, MI

Midland, Michigan #0034
Secondary of Bay City/Midland/Saginaw, MI
Hours M-F 9 am - 4 pm
Ashley Anderson
2800 Rodd Street
Midland MI 48640
p - 989 895 5252
Info0034@twomenandatruck com

Mt Pleasant, Michigan #0001
Secondary of Lansing MI
Hours - M-F 8 am 12 pm
Melanie Bergeron
James (Brig) Sorber
Jon Sorber
608 West Pickard Unit B
Mt Pleasant MI 48858
p - 989 546 4615
Info0001@twomenandatruck com

Northern Michigan, Michigan #0227
Jeffery (Jeff) Crofoot
Mara Crofoot
1348 S West Silver Lake Rd
Traverse City MI 49685
p - 231 947 8880
f - 231 947 8188
Info0227@twomenandatruck com
Secondary in Charlevoix MI

Northville, Michigan #0348
Secondary of Wayne County North MI
Hours - M-F 10 am - 2 pm
Michael Stafford
10070 Maryland Street
Northville MI 48168
p - 734 452 1969
Info0348@twomenandatruck com

Nunica, Michigan #0429
Secondary of Lakeshore MI
Hours - M-F 10 am - 2 pm
Kyle Norcutt
Heidi Norcutt
12261 Cleveland Street Suite D
Nunica, MI 49448
p - 616 223 3800
f - 269 408 1469
Info0429@twomenandatruck com

Oakland North, Michigan #0084
Russell (Russ) Scott
Jamie Scott
5289 Dixie Hwy Unit D
Waterford MI 48329 – 1779
p - 248 623 7484
f - 248 623 1721
Info0084@twomenandatruck com
All Mail to
G-3490 Miller Rd, Ste 20
Flint, MI 48507 - 1261
Secondary in Rochester Hils MI

Oakland Southeast, Michigan #0291
Kevin Balduc
Meghan Chamberlain
1250 Rankin Dr Suite D
Troy MI 48083
p - 248 356 6683
f - 248 359 8899
Info0291@twomenandatruck com
Secondary in Bloomfield Hills MI

Oakland Southwest, Michigan #0480
Alan Oversmith
23399 Commerce Drive, Sutie B10
Farmington, Mi 48335
p - 248 735 6683
f - 248 465 1962
Info0480@twomenandatruck com

Rochester Hills, Michigan #0084
Secondary of Oakland North MI
Hours - M-F 8 am - 12 pm
Russell (Russ) Scott
Jamie Scott
6841 N Rochester Road Suite 300L
Rochester Hills MI 48306
p - 248 656 9800
Info0084@twomenandatruck com
All Mail to
G-3490 Miller Rd Ste 20
Flint, MI 48507 - 1261

Saginaw, Michigan #0034
Coming Soon
Secondary of Bay City / Midland / Saginaw MI
Hours - M-F 8 am - 12 pm
Ashley Anderson
Jessica Pula
Scott Wakefield
220 North Center Road
Saginaw MI 48638
p - 989 895 5252
tf - 888 896 6683
f - 989 891 9331
Info0034@twomenandatruck com
Secondary in Midland MI

Shelby Township, Michigan #0015
Secondary of Macomb MI
Hours M-F 9 am - 1 pm
Constance (Connie) Howe
Lisa Gaber
54810 Mound Road
Shelby Twp MI 48316
p - 586 270 3003
Info0015@twomenandatruck com

St Joseph, Michigan #0429
Secondary of Lakeshore MI
Hours - M-F 10 am - 2 pm
Kyle Norcutt
Heidi Norcutt
3909 Red Arrow Highway
St Joseph MI 49085
p - 269 429 4448
f - 269 408 1469
Info0429@twomenandatruck com

Wayne County East, Michigan #0274
Dennis Gallagher
5000 Wyoming Suite 102
Dearborn MI 48126
p - 313 749 1000
f - 313 749 1101
Info0274@twomenandatruck com

Wayne County North, Michigan #0348
Michael Stafford
39201 Schoolcraft Road Suite B16
Livonia MI 48150
p - 734 722 6683
f - 734 425 3481
Info0348@twomenandatruck com
Secondary in Northville MI

Wayne County South, Michigan #0269
Alan Oversmith
19001 Sibley Rd
Brownstown MI 48193
p - 734 692 8057
f - 734 692 8106
Info0269@twomenandatruck com

MINNESOTA

Minneapolis Northwest, Minnesota #0364
William (Bill) Bass
Donald (Don) Hughes
2300 Louisiana Avenue
Golden Valley MN 55427
p - 763 478 0100
f - 763 545 1083
Info0364@twomenandatruck com
Storage
All Mail To
579 Donofrio Drive, Suite 105
Madison WI 53719-2838

Minneapolis South, Minnesota #0079
Karen Bailey
Nick Bailey
3401 West Burnsville Parkway
Burnsville MN 55337 - 4287
p - 952 894 8606
f - 952 894 8468
Info0079@twomenandatruck com
Secondary in South St Paul MN
Secondary in Shakopee, MN

Minneapolis Southwest, Minnesota #0366
William (Bill) Bass
Donald (Don) Hughes
5280 West 74th St
Edina MN 55439 - 2223
p - 952 516 7400
f - 952 906 0735
Info0366@twomenandatruck com
All Mail To
579 Donofrio Drive Suite 105
Madison, WI 53719-2838

Rochester, Minnesota #0363
James Bennett
2620 N Broadway Suite B
Rochester MN 55906
p - 507 258 5558
info0363@twomenandatruck com

St Paul North, Minnesota #0346
Nick Bailey
550 1st Street SW
New Brighton MN 55112
p- 651 756 1796
Info0346@twomenandatruck com

St Paul Southeast, Minnesota #0365
William (Bill) Bass
Donald (Don) Hughes
690 Commerce Dr Suite 140
Woodbury MN 55125
p - 651 645 1279
f - 651 789 0055
Info0365@twomenandatruck com
All Mail To
579 Donofrio Drive, Suite 105
Madison WI 53719-2838

Shakopee, Minnesota #0079
Secondary of Minneapolis South MN
Hours - M-S 8 am - 12 pm
Karen Bailey
Nick Bailey
100 Fuller Street South Suite 135
Shakopee MN 55379
p - 952 456 6041
f - 952 456 6049
Info0079@twomenandatruck com

South St Paul, Minnesota #0079
Secondary of Minneapolis South MN
Hours - M-F 7 am - 1 pm
Karen Bailey
Nick Bailey
1200 North Concord Street
South St Paul MN 55075
p - 651 209 6345
Info0079@twomenandatruck com

MISSISSIPPI

Gulf Coast, Mississippi #0345
Timothy (Tim) Swindle
Donald Gwin
4613 Tennessee Ave
Gulf Port MS 39501
p - 228 284 1736
Info0345@twomenandatruck com
Secondary in Hattieburg MS

Hattiesburg, Mississippi #0345
Secondary of Gulf Coast, MS
Hours M-F 8 am - 12 pm
Timothy (Tim) Swindle
Donald Gwin
500 Campbell Loop #100
Hattiesburg MS 34901
p - 601 602 6060
Info0345@twomenandatruck com

Jackson, Mississippi #0080
Jack Christopher
Jeffery (Jeff) Taylor
276 Commerce Park Dr
Ridgeland MS 39157 - 2234
p - 601 853 9644
f - 601 853 9706
Info0080@twomenandatruck com

Northern Mississippi, Mississippi #0456
Jack Christopher
Jeffery (Jeff) Taylor
Michael Sham
2310 Nail Road W
Horn Lake MS 38637
p - 662 470 3137
Info0456@twomenandatruck com
Secondary in Oxford MS

Oxford, Mississippi #0456
Coming Soon
Secondary of Kansas City, MO
Hours - M-S 8 am - 4 pm
Jack Christopher
Jeffery (Jeff) Taylor
Michael Sham
2603 W Oxford Loop
Oxford MS 38655
p - 662 470 3137
Info0456@twomenandatruck com

MISSOURI

Hollister, Missouri #0090
Coming Soon
Secondary of Springfield MO
Hours - Mon-Sat 8 am - 5 pm
Grant Hornbuckle
123-A East Industrial Park Drive
Hollister MO 65672
p-
Info0090@twomenandatruck com
Approved for load only

Kansas City, Missouri #0049
Donald B (Bryan) Gerstner
1204 NW Woods Chapel Rd
Blue Springs MO 64015 - 2620
p - 816 421 6683 & 816 228 4747
f - 816 228 4686
Info0049@twomenandatruck com
Secondary in Kansas City, MO

Kansas City, Missouri - Prairie View #0049
Secondary of Kansas City MO
Hours - M-S 8 am - 4 pm
Donald B (Bryan) Gerstner
7655 NW Prairie View Road
Kansas City, MO 64151
p - 816 746 3868
Info0049@twomenandatruck com

Mid Missouri , Missouri #0335
Thomas (Tom) Hornbuckle
Craig Hornbuckle
1000 Pannell Street Suite H
Columbia MO 65201
p - 573 777 8660
f - 573 777 8765

Springfield, Missouri #0090
Grant Hornbuckle
3534 East Sunshine Street
Springfield MO 65809
p - 417 866 0376
f - 417 866 1677
Info0090@twomenandatruck com
Approved for load only
Secondary in Hollister, MO

St Louis, Missouri #0036
Caroline (Carey) Judson
John Judson
Jason Judson
10966 Gravois Industrial Ct
St Louis MO 63128-2032
p - 314 963 7766
f - 314 963 7554
Info0036@twomenandatruck com
Secondary in St Peters MO

St Peters, Missouri #0036
Secondary of St Louis MO
Hours - Mon-Sat 8 am - 12 pm
Caroline (Carey) Judson
John Judson
Jason Judson
5105 Westwood Drive
St Peters MO 63304
p - 314 375 5244
Info0036@twomenandatruck com

MONTANA

Kalispell, MT #0492
Coming Soon
Benjamin Heslop
Brian Heslop
Eric Helsop
James Heslop
6468 Highway 93S
Whitefish, MT 59937
p -
Info0492@twomenandatruck com

Missoula, MT #481
Coming Soon
Devin O'Neil
Rosita O'Neil
1620 Rodgers Street #2
Missoula MT 59802
p -
Info0481@twomenandatruck com

NEBRASKA

Lincoln, Nebraska #0502
Justin Tangeman
Tyler Whalen
6400 Cornhusker Hwy Suite 225
Lincoln NE 68507 - 3190
p - 402 466 4669
f - 402 466 4679
Info0502@twomenandatruck com

Omaha, Nebraska #0423
Justin Tangeman
Tyler Whalen
6702 L St
Omaha NE 68117 - 1023
p - 402 597 6683
f - 402 597 0463
Info0423@twomenandatruck com
Approved for load only

NEVADA

Las Vegas North, Nevada #0244
William (Bill) Bass
Donald (Don) Hughes
3510 Coleman St
North Las Vegas NV 89032 – 7771
p - 702 877 6683
f - 702 647 1745
Info0244@twomenandatruck com
All Mail To
579 Donofrio Drive, Suite 105
Madison, WI 53719-2838

Las Vegas South, Nevada #0406
William (Bill) Bass
Donald (Don) Hughes
3255 Pepper Lane, Suite 108
Las Vegas, NV 89120
p - 702 430 2545
Info0406@twomenandatruck com
All Mail To
579 Donofrio Drive, Suite 105
Madison, WI 53719-2838

NEW JERSEY

Princeton, New Jersey #0477
Brittany Ishman
Kenneth Ishman
41 twosome Road
Moorestown NJ 80057
p - 856-533-5900
Info0477@twomenandatruck com

Tom's River, New Jersey #0478
Opening Soon
Brittany Ishman
Kenneth Ishman
p -
Info0478@twomenandatruck com

East Orange, New Jersey #0495
Jason Judson
John Judson
Joel Trost
Steve West
Brian Stern
19 Microlab Road Suite D
Livingston NJ 07039
p - 973 577 2922
Info0495@twomenandatruck com

NEW MEXICO

Albuquerque East, New Mexico #0472
Curtis Newman
Kevin Newman
Stephen Newman
Justin Tangeman
Tyler Whalen
3215 Matthew Ave NE, Suite A
Albuquerque NM 87107 – 1926
p - 505 872 8787
f - 505 872 0692
Info0240@twomenandatruck com

NEW YORK

New York #1, New York #0473
Jay Mellentine
37-30 Review Avenue
Long Island City, NY 11101
p - 919 534 7374
Info0473@twomenandatruck com
Storage

New York #2, New York #0474
Jay Mellentine
37-30 Review Avenue
Long Island City NY 11101
p - 919 534 7374
Info0474@twomenandatruck com
Storage

New York #3, New York #0489
Coming Soon
Jay Mellentine

p -
Info0489@twomenandatruck com

New York #4, New York #0490
Coming Soon
Jay Mellentine

p -
Info0490@twomenandatruck com

Port Chester, NY #0263
Secondary of Westchester North, NY
Hours - M-F 12 30 pm - 4 30 pm 5
Stephen (Steve) Viggiano
Mary Viggiano
Marc Viggiano
Justin Brogan
Veronica Vallejo
130 North Main Street
Port Chester NY 10573
p - 914 305 2192
f - 914 305 2194
Info0263@ twomenandatruck com

Westchester County North, NY #0263
Stephen (Steve) Viggiano
Mary Viggiano
Marc Viggiano
Justin Brogan
Veronica Vallejo
86 Millwood Road
Millwood NY 10546
p - 914 266 8025
f - 914 305 2194
Info0263@twomenandatruck com
Secondary in Port Chester, NY
Storage

Westchester County South, NY #0400
Stephen (Steve) Viggiano
Mary Viggiano
Marc Viggiano
Justin Brogan
Veronica Vallejo
76 Runyon Avenue
Yonkers, NY 10710
p- 914 618 4238
Info0400@twomenandatruck com

NORTH CAROLINA

Asheville, North Carolina #0218
Thomas (Todd) Campbell IV
240 Rutledge Road
Fletcher NC 28732
p - 828 681 5252
f - 828 681 5242
Info0218@twomenandatruck com

Charlotte, North Carolina #0092
William (Tripp) Moore
3653 Trailer Drive
Charlotte NC 28269 - 4496
p - 704 525 0555
f - 704 525 7555
Info0092@twomenandatruck com
Storage

Durham, North Carolina #0124
Les Wilson
J Brooke Wilson
1816 South Briggs Ave
Durham NC 27703
p - 919 309 9582
f - 919 382 0794
Info0124@twomenandatruck com

Eastern North Carolina, North Carolina #0243
Brian Churney,
Timothy (Tim) Kirian
4315 Sapphire Court
Greenville NC 27834
p - 252 353 2636
f - 252 353 5231
Info0243@twomenandatruck com
Storage

Fayetteville, North Carolina #0238
Charles A Allen
Charles (Charlie) A Allen IV
2980 Gillespie St
Fayetteville NC 28306 - 3324
p - 910 426 6683
f - 910 426 6684
Info0238@twomenandatruck com
All mail to
P O Box 64819
Fayetteville, NC 28306 - 0819

Greensboro, North Carolina #0469
Joseph (Joe) Windemuller
Kate Windemuller
2704 Patterson Street
Greensboro NC 27407
p - 336 297 1500
f - 336 272 5991
Info0469@twomenandatruck com
Storage

Holly Ridge, North Carolina #0069
Secondary of Wilmington, NC
Hours- M-F 8 am- 12 pm
Kendra Eberhardt
Todd Eberhardt
8911 Wilmington Highway
Holly Ridge NC 28445
p - 910 529 5181
Info0069@twomenandatruck com

Mooresville, North Carolina #0375
Joseph (Joe) Windemuller
Kate Windemuller
246 Talbert Road
Mooresville NC 28117
p - 704 360 9679
Info0375@twomenandatruck com

Raleigh, North Carolina #0337
J Brooke Wilson
Les Wilson
171 Tradition Trail Ste 102
Holly Springs NC 27540
p - 919 878 8833
f - 919 878 8054
Info0337@twomenandatruck com
Storage

Wilmington, North Carolina #0069
Kendra Eberhardt
Todd Eberhardt
3861 US Highway 421 North
Wilmington NC 28401 - 9025
p - 910 763 7990
f - 910 763 7073
Info0069@twomenandatruck com
Storage
Secondary of Holly Ridge NC

Winston-Salem, North Carolina #0325
Joseph (Joe) Windemuller
Kate Windemuller
130 Stratford Court Suite A
Winston-Salem NC 27103
p - 336 722 8844
Info0325@twomenandatruck com

OHIO

Akron, Ohio #0045
Victoria (Vicki) Voth
Eric Voth
Brady Shane
1511 E Market St
Akron OH 44305 - 4208
p - 330 794 6683
f - 330 794 6684
Info0045@twomenandatruck com

Brook Park, Ohio #0021
Secondary of Cleveland, OH
Hours - 8 am - 5 pm/ Sat 8 am - 12 pm
Lynn Meilander
Les Meilander
16110 Brook Park Rd
Brook Park OH 44142 – 3336
p - 216 267 6700
f - 216 267 6706
Info0021@twomenandatruck com
All mail to
1420 Lloyd
Wickliffe, OH 44092 - 2320

Butler County, Ohio #0494
Ron Runyon
Chad Pitcock
7747 Tylerville Road
West Chester OH 45069
p - 513 942 9942
f - 513 942 9945
Info0494@twomenandatruck com
Secondary in Hamilton OH

Canton, Ohio #0454
Michael (Mike) Lacey
Tricia Lacey
Josh Payne
2706 Easton Street NE
North Canton OH 44721
p - 330 305 2800
Info0454@twomenandatruck com

Cleveland, Ohio #0021
Lynn Meilander
1420 Lloyd Rd
Wickliffe OH 44092 - 2320
p - 440 943 3900
f - 440 943 3932
Info0021@twomenandatruck com
Storage
Secondary in Brook Park, OH

Columbus, Ohio #0030
Gail Kelley
5083 Westerville Road
Columbus OH 43231
p - 614 901 1570
customer line - 614 224 6683
f - 614 901 1577
Info0030@us twomenandatruck com
Secondary in West Columbus OH
Storage

Dayton North, Ohio #452
Michael (Mike) Lacey
Tricia Lacey
710 West National Road
Vandalia OH 45377
p - 937 401 3430
f - 937 401 3432
Info0452@twomenandatruck com

Dayton South, Ohio #0129
Michael (Mike) Lacey
Tricia Lacey
612 Phillips
Beavercreek OH 45434
p - 937 619 8600
f - 937 438 9970
Info0129@twomenandatruck com
Secondary in Miamisburg, OH

Elyria, Ohio #0395
Coming Soon
Secondary of Lorain-Medina OH
Hours - M-F 10 am - 2 pm
Michael (Mike) Lacey
Tricia Lacey
Ron Runyon
445 Griswold Road
Elyria OH 44035
p - 330 558 8787
Info0395@twomenandatruck com

Findlay, Ohio #0317
Secondary of Perrysburg, OH
Hours M-F 9 am - 1 pm
Sean Gallagher
311 East Foulke Street
Findlay, OH 45840
p - 567 525 4756
Info0317@twomenandatruck com
All mail to
PO Box 258
Van Buren, OH 45889

Hamilton, Ohio #0494
Secondary of Butler County OH
Hours - M-F 10 am - 2 pm
Ron Runyon
Chad Pitcock
3469 Tylersville Road
Hamilton OH 45011
p - 513 942 9942
f - 513 942 9945
Info0494@twomenandatruck com

Hamilton East, Ohio #0451
Michael (Mike) Lally
Robert (Rob) Wallace
11445 Rockfield Ct
Cincinnati OH 45241
p - 513 769 6683
p - 513 769 6125
Info0451@twomenandatruck com

Hamilton West, Ohio #0475
Michael Lally
5930 Cheviot Rd
Cincinnati OH 45247 - 6245
p - 513 245 1900
f - 513 245 1222
Info0475@twomenandatruck com
All Mail to
1089 Reading Road
Mason, OH 45040 - 1345

Lorain / Medina, Ohio #0395
Michael (Mike) Lacey
Tricia Lacey
Ron Runyon
1007 Pearl Road
Brunswick OH 44212
p - 330 558 8787
Info0395@twomenandatruck com
Secondary in Elyria OH

Miamisburg, Ohio #0129
Secondary of Dayton South OH
Hours - M F 9 am - 5 pm
Michael (Mike) Lacey
Tricia Lacey
8509 Springboro Pike
Miamisburg OH 45342
p - 937 619 8600
f - 937 438 9970
Info0129@twomenandatruck com

Milford, OH #0476
Secondary of Warren - Clermont, OH
Hours - M-F 8 am - 12 pm
Michael (Mike) Lally
957 Lila Avenue
Milford OH 45150
p - 513 583 7500
Info0190@twomenandatruck com

Perrysburg, Ohio #0317
Sean Gallagher
1418 State Rt 60 Unit 2
Vermillion OH 44089
p - 440 963 7704
Info0317@twomenandatruck com
All mail to
PO Box 258
Van Buren, OH 45889
Secondary in Findlay OH

Toledo, Ohio #0315
Sean Gallagher
5625 Tractor Road Unit H
Toledo OH 43612
p - 419 882 1002
f - 419 475 3862
Info0315@twomenandatruck com
All mail to
PO Box 258
Van Buren, OH 45889

Warren – Clermont, Ohio #0476
Michael (Mike) Lally
1091 Reading Road
Mason Ohio 45040 - 1345
p - 513 459 8080
f - 513 770 0907
Info0476@twomenandatruck com
Secondary in Milford, OH

West Columbus, Ohio #0030
Secondary of Columbus OH
Hours - M-F 8 am 12 pm
Gail Kelley
2414 Advanced Business Center Drive
Columbus OH 43228
customer line - 614 224 6683
p - 614 541 9443
Info0030@twomenandatruck com

Youngstown South, Ohio #0184
Robert Gomori
Robert (Bob) Gomori Jr
85 Karago Ave Unit 10
Boardman OH 44512
p - 330 758 2110
f - 330 758 2124
Info0184@twomenandatruck com

OKLAHOMA

Moore, Oklahoma #0428
Secondary of Oklahoma City South, OK
Hours - M-F 7 30 am - 11 30 am
Mike Mays
Michael (Mike) Verzino
Robert (Sean) Wise
David Verzino
Adam Mecke
229 I-35 Frontage Road
Moore OK 73160
p - 405 708 7707
f - 405-708-7729
Info0428@twomenandatruck com

Oklahoma City South, Oklahoma #0428
Mike Mays
Michael (Mike) Verzino
Robert (Sean) Wise
David Verzino
Adam Mecke
216 North Cooley Drive
Oklahoma City OK 73127
p - 405 708 7707
f - 405-708-7729
Info0428@twomenandatruck com
Secondary in Moore OK

Oklahoma City North, Oklahoma #0427
Mike Mays
Michael (Mike) Verzino
Robert (Sean) Wise
David Verzino
Adam Mecke
216 North Cooley Drive
Oklahoma City OK 73127
p - 405 708 7707
f - 405-708-7729
Info0427@twomenandatruck com

Tulsa, Oklahoma #0282
Mike Mays
Michael (Mike) Verzino
Robert (Sean) Wise
David Verzino
11385 East 60th Place
Tulsa OK 74146
p - 918 234 2636
f - 918 615 3356
Info0282@twomenandatruck com

OREGON

Beaverton, Oregon #0434
Fred Schaard
8214 SW Nimbus Ave 3-A2
Beaverton OR 97008
p - 503 207 9057
f - 503 928 5030
info0434@twomenandatruck com

Portland Central, Oregon #0367
Shane Jette
10211 SW Barbur Blvd Suite 112A
Portland OR 97219
p- 503 894 9923
f - 503 894 9959
info0367@twomenandatruck com

Portland West , Oregon #0435
Coming Soon
Fred Schaard
info0436@twomenandatruck com

PENNSYLVANIA

Delaware County, Pennsylvania #0185
Dale Kilgariff
51 La Crue Ave
Glen Mills, PA 19342
p - 610 499 2021
f - 610 459 4111
Info0185@twomenandatruck com
All mail to
Parrott Head Transportation Inc
PO Box 203
Corcordville PA 19331

Havertown, Pennsylvania ** #0421
Dale Kilgariff
1 Dekalb Street
Bridgeport PA 19405
p - 610 499 2021
Info0421@twomenandatruck com
All mail to
Parrott Head Transportation Inc
PO Box 203
Corcordville PA 19331

Lansdale, Pennsylvania ** #0444
Dale Kilgariff
1111 Easton Road Unit 20
Warrington PA 18976
p - 610 499 2021
Info0444@twomenandatruck com
All mail to
Parrott Head Transportation Inc
PO Box 203
Corcordville PA 19331

Montgomery Pennsylvania South, PA #0230
Dale Kilgariff
161 Boro Line Road
King of Prussia PA 19405
p - 610 680 3982
f - 610 337 6568
Info0230@twomenandatruck com
All mail to
Parrott Head Transportation Inc
PO Box 203
Corcordville, PA 19331

Pittsburgh Northeast, Pennsylvania #0273
Raymond (Ray) Coll
Dorothy (Dottie) Coll
Jason Coll
1800 Preble Ave
Pittsburgh PA 15233
p - 412 259 8777
f - 412 259 8564
Info0273@twomenandatruck com
All mail to
3555 Valley Drive
Pittsburgh PA 15234-2006

Pittsburgh Southwest, Pennsylvania #0187
Raymond (Ray) Coll
Dorothy (Dottie) Coll
Jason Coll
3555 Valley Drive
Pittsburgh PA 15234
p - 412 881 1111
f - 412 835 6204
Info0187@twomenandatruck com

Pottstown, Pennsylvania ** #0445
Coming Soon
Dale Kilgariff
Info0445@twomenandatruck com
All mail to
Parrott Head Transportation Inc
PO Box 203
Corcordville PA 19331

Warminster, Pennsylvania #0422
Dale Kilgariff
1 Dekalb Street
Bridgeport PA 19405
p - 610 499 2021
Info0422@twomenandatruck com
All mail to
Parrott Head Transportation Inc ,
PO Box 203
Corcordville PA 19331

SOUTH CAROLINA

Charleston, South Carolina ** #0102
Greg Savitski
Christopher (Chris) Swanson
2410 Air Park Rd
N Charleston SC 29406-6160
p - 843 529 0220
f - 843 529 1979
Info0102@twomenandatruck com

Columbia, South Carolina #0032
Roger Boyer
Tara Kreh -Boyer
1901 Dixana Road
Cayce SC 29033
p - 803 731 7775
f - 803 731 7703
Info0032@twomenandatruck com

Florence, South Carolina #0482
Roger Boyer
Theo Walker
Charles Ellis
1953 West Evans Street
Florence SC 29501
p - 843 773 9879
Info0482@twomenandatruck com

Greenville, South Carolina #0135
Bryan Feldman
Rebecca Jackson Feldman
107 Sandra Avenue
Greenville SC 29611
p - 864 329 1228
f - 864 329 1092
Info0135@twomenandatruck com
Secondary in Spartanburg SC
Storage

Myrtle Beach, South Carolina #0103
Greg Savitski
Christopher (Chris) Swanson
854 Kingswood Drive
Conway SC 29526
p - 843 236 2417
f - 843 236 3018
Info0103@twomenandatruck com

Rock Hill, South Carolina #0121
William (Tripp) Moore
2180 Carolina Place Drive
Fort Mills SC 29708
p - 803 324 5755
f - 803 324 0533
Info0121@twomenandatruck com
All mail to
3653 Trailer Drive
Charlotte, NC 28269
Storage

Spartanburg, South Carolina #0135
Secondary of Greenville, SC
Hours - M-F 8 am - 12 pm
Bryan Feldman
Rebecca Jackson Feldman
7092 Howard Street Suite G
Spartanburg SC 29303
p - 864 699 0777
Info0135@twomenandatruck com
All mail to
107 Sandra Avenue
Greenville, SC 29611

SOUTH DAKOTA

Sioux Falls, SD #0405
Jason Judson
John Judson
Joel Trost
Steve West
222 South Marion Rd
Sioux Falls SD 57107
p - 605 610 4199
info0405@twomenandatruck com

TENNESSEE

Brentwood, Tennessee #0336
Nicholas (Nick) Roenig
Gordon Shaffer
205 Eddy Lane
Franklin TN 37064 - 2935
p - 615 595 5929 (Franklin)
f - 615 595 6493
Info0336@twomenandatruck com
Secondary in Murfreesboro TN
Secondary in Henderville, TN

Chattanooga, Tennessee #0081
Jennifer Hale
Joey Hale
5961 Pinehurst Ave
Chattanooga TN 37421 - 3552
p - 423 870 4450 & 423 893 3450
f - 423 870 4413
Info0081@twomenandatruck com
Storage

Hendersonville, Tennessee #0336
Secondary of Brentwood TN
Hours - M-F 8 am - 12 pm
Nicholas (Nick) Roenig
Gordon Shaffer
105 Maple Row Blvd
Hendersonville TN 37075
p - 615 595 5929
Info0336@twomenandatruck com

Hermitage, Tennessee #0043
Secondary of Nashville, TN
Hours - M-F 9 am 1 pm
John Delaney
Steve Delaney
4830 Old Hickory Blvd
Hermitage TN 37076 - 2502
p - 615 248 6288
Info0043@twomenandatruck com

Knoxville West, Tennessee #0072
Jason Langley
Jess Langley
6136 Western Avenue
Knoxville TN 37921
p - 865 330 0003
f - 865 330 0012
Info0072@twomenandatruck com

Memphis SE, Tennessee #0329
Robert (Ben) Darnell
3560 Sky Harbor Cove
Memphis, TN 38118
p - 901 937 0123
f - 901 937 4163
Info0329@twomenandatruck com

Murfreesboro, Tennessee #0336
Secondary of Brentwood TN
Hours - M-F 8 am - 12 pm
Nicholas (Nick) Roenig
Gordon Shaffer
1509 Monte Hale Drive
Murfreesboro TN 37129
p - 615 595 5929
Info0336@twomenandatruck com

Nashville, Tennessee #0043
Steve Delaney
4801 Alabama Ave
Nashville TN 37209 – 4641
p - 615 248 6288
f - 615 248 4430
Info0043@twomenandatruck com
All mail to
P O Box 8007
Hermitage, TN 37076 - 8007
Dispatch in Hermitage TN

TEXAS

Austin Northwest, Texas #0340
Chad Dennis
Eric King
10435 Burnet Road Suite118
Austin TX 78758
p - 512 900 2606
f - 512 279 2327
Info0340@twomenandatruck com

Austin South, Texas #0231
Chad Dennis
Eric King
1600 West Ben White Blvd
Austin, TX 78704
p - 512 416 6800
f - 512 416 6801
Info0231@twomenandatruck com

Carrollton, Texas #0441
Kyle Norcutt
Heidi Norcutt
2225 East Beltline Rd Suite 205
Carrollton TX 75006
214 349 6754
Info0441@twomenandatruck com
All Mail to
1695 Service Road NE
Grand Rapids, MI 49503

Corpus Christi, Texas #0376
Andrew (Drew) Worthington
Robert (Sean) Wise
David Verzion
Michael (Mike) Verzion
Joseph South
William (Billy) Stovall
5650 Wooldridge Rd
Corpus Christi TX 78414
p - 361 371 3999
Info0376@twomenandatruck com
Secondary in Corpus Christi- Padre Island Dr

Corpus Christi, Texas #0376
Coming Soon
Secondary of Corpus Christi TX
Hours
Andrew (Drew) Worthington
Robert (Sean) Wise
David Verzion
Michael (Mike) Verzion
Joseph South
William (Billy) Stovall
1066 S Padre Island Drive
Corpus Christi, TX 78416
p - 361 371 3999
Info0376@twomenandatruck com

Fort Worth #1, Texas #0447
Andrew (Drew) Werling
Timothy (Tim) Werling
5200 Denton Highway
Haltom City TX 76117
p - 817 281 6683
Info0447@twomenandatruck com
All Mail to
11787 Technology Drive
Fishers IN 46038
Approved for load only

Fort Worth #2, Texas #0448
Andrew (Drew) Werling
Timothy (Tim) Werling
2211 East Division
Arlington TX 76011
p - 817 281 6683
Info0448@twomenandatruck com
All Mail to
11787 Technology Drive
Fishers IN 46038
Approved for load only

Fort Worth #3, Texas #0449
Andrew (Drew) Werling
Timothy (Tim) Werling
2211 East Division
Arlington TX 76011
p - 817 281 6683
Info0449@twomenandatruck com
All Mail to
11787 Technology Drive
Fishers, IN 46038
Approved for load only

Fort Worth #4, Texas #0450
Andrew (Drew) Werling
Timothy (Tim) Werling
2211 East Division
Arlington TX 76011
p - 817 281 6683
Info0450@twomenandatruck com
All Mail to
11787 Technology Drive
Fishers, IN 46038
Approved for load only

Garland, Texas #0465
Kyle Norcutt
Heidi Norcutt
1824 N 1st Street
Garland TX 75040
p - 972 479-1995
Info0465@twomenandatruck com
All Mail to
1695 Service Road NE
Grand Rapids, MI 49503

Houston / Northwest, Texas #0095
Roger Daniel
Kevin Hogan
7935-B Wright Road
Houston TX 77041
p - 713 278 1112
f - 713 278 1138
Info0095@twomenandatruck com

Houston / Southwest, Texas #0404
Erin Whitty
Randall Whitty
6007 Winsome Lane
Houston TX 77057
p - 713 300 5443
Info0404@twomenandatruck com

Irving, Texas #0466
Kyle Norcutt
Heidi Norcutt
8302 Sterling Street
Irving TX 75063
p - 972 242 9153
f - 972 478 5504
Info0466@twomenandatruck com
All Mail to
1695 Service Road NE
Grand Rapids, MI 49503

McKinney, Texas #0442
Kyle Norcutt
Heidi Norcutt
113 Industrial Blvd Suite B2
McKinney TX 75069
p - 972 242 9153
f - 972 478 5504
Info0442@twomenandatruck com
All Mail to
1695 Service Road NE
Grand Rapids MI 49503

Montgomery County, Texas #0262
Steve Ziara
600 Spring Hill Drive Suite 220
Spring Texas 77386 - 2380
p - 281 419 5200
f - 281 419 5626
Info0262@twomenandatruck com

North Dallas, Texas #0443
Kyle Norcutt
Heidi Norcutt
850 N Dorothy Drive Suite 516
Richardson TX 75081
p - 972 436-0200
Info0443@twomenandatruck com
All Mail to
1695 Service Road NE
Grand Rapids MI 49503

Pearland, Texas #0455
Jeffrey (Jeff) Knowles
Larry Knowles
Ryan Knowles
Randi Bloodworth
4101 Rice Drier Road Suite 2E
Pearland TX 77581
p - 281 668 2984
Info0455@twomenandatruck com

San Antonio North, Texas #401
Stephen Newman
Curtis Newman
Kevin Newman
20935 US Hwy 281 N Suite 135
San Antonio TX 78258
p - 210 280 1980
f - 210 280 1975
Info0401@twomenandatruck com

San Antonio West, Texas #0446
Stephen Newman
Curtis Newman
Kevin Newman
7634 Reindeer Trail
San Antonio TX 78238
p - 210 280 1961
f - 210 680 1710
Info0446@twomenandatruck com

South Dallas, Texas #0467
Kyle Norcutt
Heidi Norcutt
1204 West Griffin Street
Dallas TX 75215
p - 972 479-1995
f - 817 519 8994
Info0467@twomenandatruck com
All Mail to
1695 Service Road NE
Grand Rapids, MI 49503

Sugarland, Texas #0362
Ted Gryska
Marcus Jones
12703 Capricorn Street Suite 900
Stafford TX 77477
p- 281 240 9200
Info0362@twomenandatruck com

West Houston, Texas #0458
Ted Gryska
Marcus Jones
2004 S Mason Road
Katy TX 77450
p- 281 712 4000
Info0458@twomenandatruck com

Williamson County, Texas #0341
Chad Dennis
Eric King
15501 Ranch Road 620N Suite 1300
Austin TX 78717
p - 512 900 2601
f - 512 246 0337
Info0341@twomenandatruck com

UTAH

Ogden, Utah #0383
William (Bill) Bass
Donald (Don) Hughes
1439 South 1200 West
Slaterville UT 84404
p - 801 683 0322
f - 801 359 2074
Info0383@twomenandatruck com
All Mail To
579 Donofrio Drive, Suite 105
Madison, WI 53719-2838

Salt Lake City East, Utah #0483
William (Bill) Bass
Donald (Don) Hughes
10915 South State Street # 4
Sandy UT 84070
p - 801 917 3530
f - 801 359 2074
Info0483@twomenandatruck com
All Mail To
579 Donofrio Drive, Suite 105
Madison, WI 53719-2838

Salt Lake City West, Utah #0484
William (Bill) Bass
Donald (Don) Hughes
2550 S Decker Lake Blvd #1
West Valley UT 84119
801 512 2993
f - 801 359 2074
Info0484@twomenandatruck com
All Mail To
579 Donofrio Drive, Suite 105
Madison, WI 53719-2838

VIRGINIA

Arlington, Virginia #0488
Martin Pollack
Justin (Adam) Slack
915 5th Street Northwest
Washington DC 20001
p - 703 639 0553
Info0488@twomenandatruck com

Chesterfield, Virginia #0354
Nathan Bocock
Bryan Feldman
Rebecca Jackson Feldman
13511 East Boundary Road Suite H
Midlothian VA 23112
p - 804 818 2001
Info0354@twomenandatruck com
All mail to
107 Sandra Avenue
Greenville, SC 29611

Herndon, Virginia #0487
Martin Pollack
Justin (Adam) Slack
22900 Shaw Road Suite 124
Sterling VA 20166
p - 703 661 9139
Info0487@twomenandatruck com
All mail to
5910 Farrington Avenue
Alexandria, VA 22304

Newport News, Virginia #0453
Karen Miller
Dennis Miller
11861 Canon Blvd, Suite R
Newport News VA 23606
p - 757 355 5183
Info0453@twomenandatruck com

Norfolk, Virginia #0416
Karen Miller
Dennis Miller
500 Freeman Ave Suite 108/109
Chesapeake VA 23324
p - 757 355 5183
Info0416@twomenandatruck com

Richmond, Virginia #0353
Nathan Bocock
Bryan Feldman
Rebecca Jackson Feldman
8403 Sanford Drive
Richmond VA 23228
p - 804 716 5163
Info0353@twomenandatruck com
All mail to
107 Sandra Avenue
Greenville, SC 29611
Storage

Roanoke, Virginia #0368
James Kavanagh
Christopher (Chris) Kavanagh
1123 E Main Street
Salem VA 24153
p - 540 904 1021
Info0368@twomenandatruck com

Springfield, Virginia #0349
Martin Pollack
Justin (Adam) Slack
5910 Farrington Avenue
Alexandria VA 22304
p - 703 639 0553
Info0349@twomenandatruck com
Storage

Virginia Beach, Virginia #0347
Kathleen White
543 Central Drive Suite 220
Virginia Beach VA 23454
p - 757 962 6683
f - 757 383 6336
Info0347@twomenandatruck com

WASHINGTON

Bellevue North, Washington #0486
Glenna Clendenen
Richard (Rick) Clendenen
19011 Woodinville-Snohomish Rd NE Suite 270
Woodinville WA 98072
p - 425 823 1999
f - 425 338 7045
Info0486@twomenandatruck com
All mail to
607 SE Everett Mall Way, Suite 30
Everett, WA 98208

Marysville, Washington #0485
Glenna Clendenen
Richard (Rick) Clendenen
607 SE Everett Mall Way Suite 30
Everett WA 98208
p - 425 332 6200
f - 425 338 7045
Info0485@twomenandatruck com

Vancouver, Oregon #0436
Coming Soon
Fred Schaard
2300 East 2nd Street Suite
Vancouver WA 98661
P-

info0436@twomenandatruck com

WISCONSIN

Appleton, Wisconsin #0025
Jeffrey (Jeff) Weigt
N941 Craftsmen Dr
Greenville WI 54942 - 8078
p - 920 757 4040
tf - 877 244 1817
f - 920 757 4044
Info0025@twomenandatruck com
Dispatch in Green Bay, WI
Approved for load only

Brown Deer, Wisconsin #0179
Dispatch of Milwaukee WI
Christopher (Chris) Dahlke
Diane Dahlke
9055 N 51st St Unit F
Brown Deer WI 53223 - 2477
p - 414 257 2700
f - 414 257 0100
Info0179@twomenandatruck com

Franklin, Wisconsin #0179
Dispatch of Milwaukee WI
Christopher (Chris) Dahlke
Diane Dahlke
9610 South 60th Street
Franklin WI 53132 - 8847
p - 414 257 2700
f - 414 257 0100
Info0179@twomenandatruck com

Green Bay, Wisconsin #0025
Dispatch of Appleton WI
Jeffrey (Jeff) Weigt
1107 Ashwaubenon St
Green Bay WI 54304 - 5658
p - 920 437 1054
tf - 877 244 1817
f - 920 757 4044
Info0025@twomenandatruck com

Madison, Wisconsin #0029
Timothy (Tim) Lightner
3817 Kipp Street
Madison WI 53718 - 6878
p - 608 278 0800
f - 608 838 0909
Info0029@twomenandatruck com

Milwaukee, Wisconsin #0179
Christopher (Chris) Dahlke
Diane Dahlke
435 S 116th Street
West Allis WI 53214 - 1004
p - 414 257 2700
f - 414 257 0100
Info0179@twomenandatruck com
Dispatch in Brown Deer WI
Dispatch in Franklin WI
Secondary in Plymouth WI

New Berlin, Wisconsin #0096
Secondary of Waukesha WI
James (Jim) Carter
16855A W Observatory Rd
New Berlin WI 53151 – 5539
p - 262 938 6000
Info0096@twomenandatruck com

Plymouth, Wisconsin #0179
Secondary of Milwaukee, WI
Hours - M- F 8 am - 6 pm/ Sat 8 am - 2 pm
Christopher (Chris) Dahlke
Diane Dahlke
W5134 County Road O Unit #5
Plymouth WI 53073
p - 920 893 1900
f - 920 893 1901
Info0179@twomenandatruck com

Racine / Kenosha, Wisconsin #0318
Timothy (Tim) Lightner
7886 Washington Ave
Racine WI 53406 - 3831
p - 262 619 9200
tf - 800 270 8330
f - 262 619 9222
Info0318@twomenandatruck com

Waukesha, Wisconsin #0096
James (Jim) Carter
Pamela (Pam) Carter
1291 Hickory St Suite D
Pewaukee WI 53072-3954
p - 262 695 2700
f - 262 695 7170
Info0096@twomenandatruck com
Secondary in New Berlin WI
Storage

CANADA

MASTER FRANCHISEE

Heron Capital Corporation #3000
John Prittie (Nancy)
245 Yorkland Blvd Ste 100
Willowdale Ontario M2J 4W9
p - 416 204 0070
f - 416 490 1456

Barrie, Ontario #3011
Dan Brohm
110 Saunders Rd Unit 11
Barrie ON L4N 9A8
p - 705 720 2636
f - 705 720 2639

Brampton, Ontario #3010
Mike Piercey
Neil Chamlers
394 Orenda Road
Brampton ON L6T 1G9
p - 905 799 2636
f - 905 799 0936

Burnaby, British Columbia #3031
Opening Soon
Dan McIntyre
Danny McIntyre
3881 Mytle Street
Burnaby, BC V5C 4G1
p - 604 620 4559
tf - 866 830 0803

Calgary North , Alberta #3025
Chibuike (Chi) Nwajiaku
2010 30th Ave NE Unit #4
Calgary AB T2E 7K9
p - 587 579 2636

Coquitlam, British Columbia #3032
Opening Soon
Dan McIntyre
Danny McIntyre
3881 Mytle Street
Burnaby BC V5C 4G1
p - 604 566 0702
tf - 866 830 0803

Edmonton South, Alberta #3026
George Nwajiaku
3528 78 Avenue NW
Edmonton AB T6B 2X9
p - 780 391 7000

Etabicoke, Ontario #3034
Opening Soon
Mike Piercey

Halifax, Nova Scotia #3023
Kevin Hayes
Susan Hayes
192 Joseph Zatzman Drive, Unit 3
Darmouth NS B3B 1N4
p - 902 444 2636
f - 902 407 2925

Halton, Ontario #3004
Wendell Costello
2260 A Industrial Street
Burlington ON L7P 1A1
p - 905 635 3035
f - 905 681 8306

Hamilton, Ontario #3001
Wendell Costello
1439 Upper Ottawa Street Unit 1
Hamilton ON L8W 3J6
p - 905 981 5000
f - 905 690 8585

Kitchener, Ontario #3020
Justin Prittie
225 Sheldon Drive Unit 21
Cambridge ON N1T 1A1
p - 519 620 7870
f - 519 620 3590

London, Ontario #3002
Brent Welch
Heidi Welch
401 Consortium Ct
London ON N6E 2S8
p - 519 963 3138
f - 519 680 0242

Markham/Pickering, Ontario #3017
Shaun Lindsay
954 Dillingham Road
Pickering ON L1W 1Z6
p - 416 310 2636
f - 416 490 1401

Mississauga North, Ontario #3009
Omar Sleem
5425 Maingate Drive
Mississauga ON L4W 1G6
p - 905 855 0002
f - 289 374 0033

Mississauga South, Ontario #3003
Omar Sleem
5425 Maingate Drive
Mississauga ON L4W 1G6
p - 905 285 0002
f - 289 374 0033

New Market & Aurora, Ontario #3012
Stewart Smith
17655 Leslie Street Unit #21
Newmarket ON L3Y 3E3
p - 905 952 2229
f - 905 952 2216

Orangeville, Ontario #3010
Secondary of Oshawa ON
Mike Piercey
Neil Chambers
191 C Line Unit 5
Orangeville ON L9W 3W7
p 519 941 2636

Oshawa, Ontario #3005
Kari Campbell
330 Marwood Drive Unit 3
Oshawa ON L1H 8B4
p - 905 674 6103
f - 905 725 2111
Secondary in Peterborough ON

Ottawa, Ontario #3014
Paul Bimm
Lynn Vincent
360B-2487 Kaladar Avenue
Ottawa ON K1V 8B9
p - 613 723 2636
f - 866 748 9836

Ottawa East , Ontario #3022
Paul Bimm
Lyne Vincent
360B-2487 Kaladar Avenue
Ottawa ON K1V 8B9
p - 613 723 2636
f - 866 748 9836

Peterborough, Ontario #3005
Secondary of Oshawa, ON
Kari Campbell
347 Pido Road Unit 8
Petersborough ON K9J 6X7
p- 905 674 6103

St Catharines / Niagara, Ontario # 3021
Cotie Drinkwater
Catherine Drinkwater
Gerald Drinkwater
5 Neilson Avenue
St Catharines ON L2M 5V9
p - 519 641 2636
f - 905 641 2169

Thornhill/Richmond, Ontario #3016
(Central GTA & Thornhill)
Shaun Lindsay
245 Yorkland Blvd Suite 100
Toronto ON M2J 4W9
p - 416 310 2636
f - 416 490 1401

Toronto Beaches #3019
John Bailey
Mike Hart
161 Bartley Drive
Toronto Ontario M4A 1E6
p - 416 854 7116
f - 416 213 8268

Toronto Downtown, Ontario #3018
John Bailey
153 Bridgeland Avenue, Unit 7
Toronto Ontario M6A 2Y6
p - 416 854 7116
f - 416 213 8268

Toronto East, Ontario #3024
Paul Bolte
700 Progress Ave Unit 8
Toronto ON M1H 2Z7
p - 647 260 3000
f - 416 291 8889

Midtown Toronto , Ontario #3008
John Bailey
153 Bridgeland Avenue Unit 7
Toronto Ontario M6A 2Y6
p - 416 854 7116
f - 416 213 8268

Vancouver, British Columbia #3030
Opening Soon
Dan McIntyre
Danny McIntyre
3881 Myrle Street
Burnaby, BC V5C 4G1
p -604 620 46898
tf - 866 830 0803

Woodbridge & Vaughan, Ontario #3027
Dan Brohm
Tracey Brohm
910 Rowntree Dairy Road
Woodbridge ON L4L 5W4
p - 289 536 2636
f - 416 246 0721

Winnipeg, Manitoba #3029
Opening Soon
Rotimi Owode
96 Durand Road
Winnipeg MB RZJ 3TZ
p -204 918 7707

IRELAND

MASTER FRANCHISEE

Kefron Group Ltd #4000
Colm Hefferon
53 Park West
Dublin 12 Ireland
p - +353 1 4380200

Kefron Group Ltd #4001
Paul Kearns
53 Park West
Dublin 12 Ireland
p - +353 1 4380200
p - 1890 812 106

UNITED KINGDOM

MASTER FRANCHISEE

Kefron Group Ltd #5000
Colm Hefferon
53 Park West
Dublin 12 Ireland
p - +353 1 4380200

Cardiff, England #5008
Opening July 2016
TMT (South Wales) Ltd
Paul Hutchings
376 Newport Road
Cardiff CF 44 OJQ
p

Newcastle , England #5007
TMTC (North East) Ltd
Graeme Pearson
Benfield Business Park
Benfield Road
Newcastle On Tyne NE6 4NQ
p +44 191 448 9782

Watford, England #5003
TMT (Watford) Ltd
Barry Collins
Unit 5 Clive Way
Watford WD24 4PX
p +44 1923 700 857

Exhibit R

LIST OF FRANCHISEES THAT HAVE RECENTLY LEFT THE SYSTEM

TWO MEN AND A TRUCK®

"Movers Who Care®"

EXHIBIT P

LIST OF FRANCHISEES THAT HAVE RECENTLY LEFT THE SYSTEM

Listed below are the name, city and state and current business telephone number, or if unknown, the last known home telephone number of every Franchisee who has had a Unit terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement during 2016 or who has not communicated with us within 10 weeks of the date of the disclosure document issuance date

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

TWO MEN AND A TRUCK®/Jacksonville, FL
John McQuarry
Elizabeth McQuarry
Kaley Jones
904 263 5523

TWO MEN AND A TRUCK®/St Johns/Clay, FL
John McQuarry
Clint McQuarry
904 385 3421

TWO MEN AND A TRUCK®/Dallas #6, TX
TWO MEN AND A TRUCK®/Dallas #7, TX
TWO MEN AND A TRUCK®/Dallas #8, TX
TWO MEN AND A TRUCK®/Dallas #9, TX
Kyle Norcutt
Heidi Norcutt
616 647 4262

TWO MEN AND A TRUCK®/Bethesda, MD
TWO MEN AND A TRUCK®/Columbia West, MD
Brooke Wilson
Les Wilson
919 878 8833

TWO MEN AND A TRUCK®/Greensboro, NC
Tom Orel
336 297 1500

TWO MEN AND A TRUCK®/Pensacola, FL
TWO MEN AND A TRUCK®/Mobile, AL
David Richardson
Leila Nichols
251 316 5977

TWO MEN AND A TRUCK®/Oakland SW, MI
Rene Saenz
248 735 6683

TWO MEN AND A TRUCK®/Albuquerque, NM
Eric Misic
505 872 8787

TWO MEN AND A TRUCK®/Athens, GA
Bill Keeling
Tripp Moore
706 227 4100

TWO MEN AND A TRUCK®/Butler County, OH
Mike Lacey
934 401 3430

TWO MEN AND A TRUCK®/Palo Alto, CA
TWO MEN AND A TRUCK®/San Jose West, CA
Joey Hale
408 220 6183

TWO MEN AND A TRUCK®/Vallejo, CA
Jaafar Mirlohi
707 794 2709

TWO MEN AND A TRUCK®/Auburn/Kent, WA
TWO MEN AND A TRUCK®/Bellevue, WA
Rick Clendenen
Glenna Clendenen
425 823 1999

TWO MEN AND A TRUCK®/Austin NE, TX
Chad Dennis
Eric King
512 416 6800

TWO MEN AND A TRUCK®/Anderson-Muncie, IN
Jacob Deitrich (12/31/16)

TWO MEN AND A TRUCK®/Sioux Falls, SD
Jeff Lodike (8/16/16)

Exhibit T

STATE SPECIFIC ADDENDUM TO DISCLOSURES AND AGREEMENTS

TWO MEN AND A TRUCK®

"Movers Who Care®"

TABLE OF CONTENTS

G Rhode Island Franchise Agreement Addendum
(to be signed by Rhode Island franchisee)

H Washington Franchise Agreement Addendum
(to be signed by Washington franchisee)

EXHIBIT T

STATE SPECIFIC ADDENDA TO DISCLOSURES AND AGREEMENTS

1 **Franchise Disclosure Document Addenda or Appendixes**

A **California Appendix**

APPENDIX TO DISCLOSURE DOCUMENT
FOR USE IN THE STATE OF CALIFORNIA

1 THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE FRANCHISE DISCLOSURE DOCUMENT

2 IN ADDITION TO THE INFORMATION SET FORTH IN ITEM 3(C) OF THE FRANCHISE DISCLOSURE DOCUMENT, NEITHER HOME OFFICE NOR ANY PERSON LISTED IN ITEM 2 OF THE FRANCHISE DISCLOSURE DOCUMENT IS SUBJECT TO ANY CURRENTLY EFFECTIVE ORDER OF ANY NATIONAL SECURITIES ASSOCIATION OR NATIONAL SECURITIES EXCHANGE, AS DEFINED IN THE SECURITIES EXCHANGE ACT OF 1934, 15 USCA 78(a), ET SEQ , SUSPENDING OR EXPELLING SUCH PERSONS FROM MEMBERSHIP IN SUCH ASSOCIATION OR EXCHANGE

3 YOU MUST SIGN A GENERAL RELEASE IF YOU RENEW OR TRANSFER YOUR FRANCHISE IN CASE OF A DISPUTE, YOU WAIVE YOUR RIGHT TO A JURY TRIAL UNDER THE FRANCHISE AGREEMENT CALIFORNIA CORPORATIONS CODE 31512 VOIDS A WAIVER OF YOUR RIGHTS UNDER THE FRANCHISE INVESTMENT LAW (CALIFORNIA CORPORATIONS CODE 31000 THROUGH 31516) BUSINESS AND PROFESSIONS CODE 20010 VOIDS A WAIVER OF YOUR RIGHTS UNDER THE FRANCHISE RELATIONS ACT (BUSINESS AND PROFESSIONS CODE 20000 THROUGH 20043)

4 THE FOLLOWING PARAGRAPHS ARE AN ADDITION TO THE DISCLOSURE CONTAINED IN ITEM 17 OF THE DISCLOSURE DOCUMENT

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

(b) The Franchise Agreement provides for termination upon bankruptcy This provision may not be enforceable under Federal Bankruptcy Law (11 USCA Sec 101, et seq)

(c) The Franchise Agreement contains a covenant not to compete, which extends beyond the termination of the Franchise This provision may not be enforceable under California Law

(d) The Franchise Agreement contains a liquidated damages clause Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable

(e) The Franchise Agreement requires application of the laws of Michigan This provision may not be enforceable under California law

(f) Section 31125 of the California Corporations Code requires Home Office to give the Franchisee a disclosure document, in a form and containing such information as the Commissioner may by rule or order require, prior to solicitation of a proposed material modification of an existing franchise

B <u>Illinois Franchise Disclosure Document Addendum</u>

ADDENDUM TO **TWO MEN AND A TRUCK®** FRANCHISE DISCLOSURE DOCUMENT
<u>FOR USE IN THE STATE OF ILLINOIS</u>

The Franchise Disclosure Document is amended for use in the State of Illinois as follows

<u>Illinois Cover Page, ITEM 17 -- RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION</u>

The Franchise Agreement does not specify the state law applicable to the agreement

Any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void However, a franchise agreement may provide for arbitration in a venue outside of Illinois 815 ILCS 705/4 (West 2012)

Any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act, or any other law of Illinois is void 815 ILCS 705/41 (West 2012)

C <u>Indiana Franchise Disclosure Document Addenda</u>

ADDENDUM TO TWO MEN AND A TRUCK®
<u>FRANCHISE DISCLOSURE DOCUMENTFOR USE IN THE STATE OF INDIANA</u>

The Franchise Disclosure Document is amended for use in the State of Indiana as follows

REGISTRATION OF THIS FRANCHISE IN THE STATE OF INDIANA DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER

ITEM 12 - TERRITORY

Under the Franchise Agreement for use in Indiana, we are prohibited from establishing other franchises or company owned units that market similar products or services in your Marketing Area under a different service mark or trademark

ITEM 17 - RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

The post-termination, non-competition covenant contained in Article VIII, Section 2 of the Franchise Agreement for use in the State of Indiana only applies to your Marketing Area and not an area within 20 miles of your Marketing Area or the Marketing Area or territory of any other franchisee

The release that you must sign as a condition to transfer as stated in Article VII, Section 2 of the Franchise Agreement for use in the State of Indiana excepts claims arising under the Indiana Deceptive Franchise Practices Law, Indiana Code 23-2-2 7

Article X, Section 1 of the Franchise Agreement for use in the State of Indiana specifies that the Franchise Agreement, the construction of the Agreement and any other disputes between the parties will be governed by the substantive laws of the State of Michigan, except that the Indiana Franchise Law (Indiana Code 23-2-2 5 and 23-2-2 7) will control where applicable

D Maryland Franchise Disclosure Document Addendum

ADDENDUM TO TWO MEN AND A TRUCK®
FRANCHISE DISCLOSURE DOCUMENT
FOR USE IN THE STATE OF MARYLAND

The Franchise Disclosure Document is amended for use in the State of Maryland as follows

The following is in addition to the disclosure in Item 17 of the Franchise Disclosure Document

Any release contained in the Franchise Agreement, Area Development Agreement or any other agreement required as a condition to the sale, renewal or transfer of the franchise will not apply to any liability under the Maryland Franchise Registration and Disclosure Law

A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law

Any claim arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise

E **Minnesota Franchise Disclosure Document Addendum**

ADDENDUM TO TWO MEN AND A TRUCK®
FRANCHISE DISCLOSURE DOCUMENT
FOR USE IN THE STATE OF MINNESOTA

The Franchise Disclosure Document is amended for use in the State of Minnesota as follows

Minn Stat Section 80C 21 and Minn Rule 2860 4400J prohibit us from requiring litigation to be conducted outside Minnesota In addition, nothing in the Disclosure Document or Agreement can abrogate or reduce any of your rights as provided for in Minn Stat Chapter 80C or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction

RISK FACTORS ON COVER PAGE

The sections of the franchise documents requiring litigation in Michigan and the application of Michigan law have been revised to provide that these sections will not in any way affect or limit your rights under Minnesota Statutes 1984, Chapter 80C

ITEM 13 - TRADEMARKS

The Minnesota Department of Commerce requires that we indemnify Minnesota franchisees against liability to third parties resulting from claims by third parties that the franchisee's use of the trademarks infringes trademark rights of the third party We will indemnify you only if you have used the trademarks in accordance with the requirements of the Franchise Agreement Also, as a condition to indemnification, you must provide notice to us of any such claim within 10 days and tender the defense of the claim to us If we accept the tender of defense, we have the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim and to determine whether to appeal a final determination of the claim

ITEM 17 - RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

With respect to franchises governed by Minnesota law, we will comply with Minn Stat Sec 80C 14, Subds 3, 4, and 5, which require, except in certain specified cases, that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the Franchise Agreement

With respect to franchises governed by Minnesota law, we will comply with Minn Stat Sec 80C 14, Subds 5 No franchisee transferring its franchise will be required to assent to a general release of the franchisor as a condition of the transfer

The choice of forum and choice of law provisions in the Franchise Agreement will not in any way affect or limit your rights under Minnesota Statutes 1984, Chapter 80C

Franchisee

DATED ______________ By ______________________

Its ____________________

F New York Franchise Disclosure Document Addendum

ADDENDUM TO TWO MEN AND A TRUCK®
FRANCHISE DISCLOSURE DOCUMENT
FOR USE IN THE STATE OF NEW YORK

The Franchise Disclosure Document is amended for use in the State of New York as follows

New York Cover Page

REGISTRATION OF THIS FRANCHISE BY THE STATE OF NEW YORK DOES NOT MEAN THAT THE STATE OF NEW YORK RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT IF YOU LEARN THAT ANYTHING IN THE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 120 BROADWAY, 23RD FLOOR, NEW YORK, NEW YORK 10271

HOME OFFICE MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE PROSPECTUS HOWEVER, HOME OFFICE CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS PROSPECTUS

Item 3 -- Litigation

Except for the cases disclosed in the body of the Disclosure Document

Neither Home Office, its predecessor, a person identified in Item 2 or an affiliate offering franchises under Home Office's principal trademarks

A Has an administrative, criminal or civil action pending against that person alleging a felony, a violation of a franchise, antitrust or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices or comparable civil or misdemeanor allegations, or any pending action, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations

B Has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging violation of a franchise, antifraud or securities law, fraud, embezzlement, fraudulent conversion or misappropriation of property, or unfair or deceptive practices or comparable allegations

C Is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State or Canadian franchise, securities, antitrust trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency, or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange, or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent

Item 4 -- Bankruptcy

Except as disclosed in Item 4 of the Disclosure Document, neither Home Office nor any predecessor, officer or general partner of Home Office has, during the fifteen (15) year period immediately preceding the date of the Disclosure Document, been adjudged bankrupt or reorganized due to insolvency or was a principal officer of any company or general partner in any partnership that was adjudged bankrupt or reorganized due to insolvency, during or within one (1) year after the period that such officer or general partner of Home Office held such position in such company or partnership and no such bankruptcy has been commenced

Item 5 -- Initial Franchise Fee

The initial franchise fee may, in part, be profit to us, and is, in part, used to pay our following expenses and costs (1) employee salaries and benefits, (2) sales, administrative and operating expenses, (3) legal and accounting fees, (4) expenses of technical assistance, service and support, (5) protection of the **TWO MEN AND A TRUCK®** trademarks, (6) other operational expenses incurred by us relating to franchising

Item 17 -- Renewal, Termination, Transfer and Dispute Resolution

The release you are required to sign if you renew or transfer your franchise will not require you to waive any claims you may have arising under Article 33 of the General Business Law of the State of New York

The choice of law provision, which requires application of Michigan laws, will not be considered a waiver of your rights under Article 33 of the General Business Law of the State of New York

HOME OFFICE REPRESENTS THAT THIS PROSPECTUS DOES NOT KNOWINGLY OMIT ANY MATERIAL FACT OR CONTAIN ANY UNTRUE STATEMENT OF MATERIAL FACT

G **North Dakota Appendix**

APPENDIX TO DISCLOSURE DOCUMENT
FOR USE IN THE STATE OF NORTH DAKOTA

1 The following is in addition to the disclosure in Item 17 of the Franchise Disclosure Document

THE SECURITIES COMMISSIONER HAS HELD THE FOLLOWING TO BE UNFAIR, UNJUST OR INEQUITABLE TO NORTH DAKOTA FRANCHISEES (SECTION 51-19-09, N D C C)

(a) Restrictive Covenants Franchise Disclosure Documents which disclose the existence of covenants restricting competition contrary to Section 9-08-06, N D C C , without further disclosing that such covenants will be subject to the statute Restrictive covenants, such as those found in Article VIII, Section 2 of the Franchise Agreement and Section 8(B) of the Area Development Agreement may not be enforceable under Section 9-08-06 of the North Dakota Century Code

(b) Situs of Arbitration Proceedings Franchise agreements providing that the parties must agree to the arbitration of disputes at a location that is remote from the site of the franchisee's business The Franchise Agreement and Area Development Agreement do not contain arbitration provisions

(c) Restrictions on Forum Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota The Franchise Agreement and Area Development Agreement for use in the State of North Dakota do not specify the jurisdiction or venue for any action between the parties

(d) Liquidated Damages and Termination Penalties Requiring North Dakota franchisees to consent to liquidated damages or termination penalties The Franchise Agreement for use in the State of North Dakota does not contain a liquidated damage provision on termination of the Franchise Agreement

(e) Applicable Laws Franchise agreements that specify that they are to be governed by the laws of a state other than North Dakota The Franchise Agreement and Area Development Agreement for use in the State of North Dakota do not specify controlling law

(f) Waiver of Trial by Jury Requiring North Dakota franchises to consent to a waiver of a trial by jury The Franchise Agreement and Area Development Agreement for use in the State of North Dakota do not require waiver of a trial by jury

(g) Waiver of Exemplary and Punitive Damages Requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages The Franchise Agreement and Area Development Agreement for use in the State of North Dakota do not require waiver of exemplary and punitive damages

(h) General Release Franchise agreements that require the franchisee to sign a general release on renewal of the franchise agreement

(i) Limitation of Claims Franchise Agreements that require the franchisee to consent to a limitation of claims The statute of limitations under North Dakota law applies The Franchise Agreement and Area Development Agreement for use in the State of North Dakota do not provide a contractual limitations period

(j) Enforcement of Agreement Franchise Agreements that require the franchisee to pay all costs and expenses incurred by the franchisor in enforcing the agreement The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorneys' fees

H **Rhode Island Franchise Disclosure Document Addendum**

The following is in addition to the disclosure in Item 17 of the Franchise Disclosure Document

> § 19-28 1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act "

I **Virginia Franchise Disclosure Document Addendum**

ADDENDUM TO TWO MEN AND A TRUCK®
FRANCHISE DISCLOSURE DOCUMENT
FOR USE IN THE STATE OF VIRGINIA

The Franchise Disclosure Document is amended for use in the State of Virginia as follows

1 The following statements are added to Item 17 h

Pursuant to Section 13 1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause If any grounds for default or termination stated in the Franchise Agreement do not constitute reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable

Pursuant to Section 13 1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise If any provision of the Franchise Agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to him under the franchise, that provision may not be enforceable

J **Washington Franchise Disclosure Document Addendum**

ADDENDUM TO TWO MEN AND A TRUCK®
FRANCHISE DISCLOSURE DOCUMENT
FOR USE IN THE STATE OF WASHINGTON

The Franchise Disclosure Document is amended for use in the State of Washington as follows

RISK FACTORS

The provision in the Franchise Agreement requiring application of Michigan law does not prevent application of the Washington Franchise Investment Protection Act (the "Act")

ITEM 6 - OTHER FEES

You are only required to pay a transfer fee to the extent that the fee reflects our reasonable estimated or actual costs in effecting a transfer

ITEM 17 - RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

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

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

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

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

The provision in the Franchise Agreement requiring application of Michigan law does not prevent application of the Act

2 **State Specific Addenda to Agreements**

A **Illinois Franchise Agreement and Area Development Agreement Addenda**

ADDENDUM TO THE TWO MEN AND A TRUCK® FRANCHISE AGREEMENT FOR USE IN THE STATE OF ILLINOIS

THIS ADDENDUM is made this _____ day of ___________, 20___ and modifies a Franchise Agreement of this date entered into by **TWO MEN AND A TRUCK®/INTERNATIONAL, Inc**, a Michigan corporation with its principal office at 3400 Belle Chase Way, Lansing, MI 48911-4251 ("Home Office"), and ____________________________ with its principal office at _________________-________________________("Franchisee")

A Termination Subsections (a), (i), and (k) in Article V, Section 5 of the Franchise Agreement are removed from Section 5 and are added to Article V, Section 6, as Subsections (h), (i), and (j)

B Applicable Law and Jurisdiction Article X, Section 1 of the Franchise Agreement is deleted and replaced with the following

> Any provision in the Franchise Agreement that designates jurisdiction or venue outside the State of Illinois is void However the Franchise Agreement may provide for arbitration in a venue outside of Illinois 815 ILCS 705/4 (West 2012)
>
> Any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act, or any other law of Illinois is void 815 ILCS 704/41 (West 2012)

TWO MEN AND A TRUCK®/ INTERNATIONAL, Inc
"Home Office"

By ______________________
Randy Shacka, President

____
"Franchisee"

By ________________________
Its

ADDENDUM TO THE TWO MEN AND A TRUCK® AREA DEVELOPMENT AGREEMENT FOR USE IN THE STATE OF ILLINOIS

THIS ADDENDUM is made this _____ day of ____________, 20___ and modifies an Area Development Agreement of this date entered into by **TWO MEN AND A TRUCK®/INTERNATIONAL, Inc**, a Michigan corporation with its principal office at 3400 Belle Chase Way, Lansing, MI 48911-4251 ("Home Office"), and ______________________________ with its principal office at __________________-_________________________("Area Developer")

A <u>Applicable Law and Jurisdiction</u> Sections 11(A) and 11(B) of the Area Development Agreement are deleted and replaced with the following

> Any provision in the Area Development Agreement that designates jurisdiction or venue outside the State of Illinois is void However, the Franchise Agreement may provide for arbitration in a venue outside of Illinois 815 ILCS 705/4 (West 2012)
>
> Any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act, or any other law of Illinois is void 815 ILCS 704/41 (Est 2012)

TWO MEN AND A TRUCK®/ INTERNATIONAL, Inc
"Home Office"

By ______________________
Randy Shacka, President

____
"Area Developer"

By ______________________
Its

B Indiana Franchise Agreement Addendum

ADDENDUM TO TWO MEN AND A TRUCK® FRANCHISE AGREEMENT FOR USE IN INDIANA

THIS ADDENDUM is made this ___ day of _____________, 20___ and modifies a Franchise Agreement of this date entered into by **TWO MEN AND A TRUCK®/ INTERNATIONAL, Inc**, a Michigan corporation, with its principal office at 3400 Belle Chase Way, Lansing, MI 48911-4251 ("Home Office"), and ______________________ with its principal office at ____ ("Franchisee")

A Marketing Area Article I, Section 1 of the Franchise Agreement is amended by adding the following language

"Home Office will not operate or license others to operate during the term of this Agreement, a similar business within the Marketing Area whether or not the business is operated under **TWO MEN AND A TRUCK®/INTERNATIONAL, Inc**'s marks"

B Supplier Requirements Article II, Section 4of the Franchise Agreement is amended by adding the following

"If, and to the extent, the requirement for Franchisee to purchase products from a Designated Supplier is unlawful under Indiana Law, that requirement will be void (to the extent unlawful) and Franchisee must purchase those products in accordance with Home Office's specifications and only from Approved Suppliers"

C Restrictions on Competition Article VIII, Section 2(b) of Franchise Agreement is amended by adding the following

"The post-term covenant not to compete will only apply to Franchisee's Marketing Area"

D Release on Transfer Article VII, Section 2(f) is amended to read as follows

"The Franchisee must sign an agreement terminating this Agreement and releasing any and all claims against the Home Office, the Home Office's officers, directors, agents, and employees, arising out of or related to this Agreement, except it will not release those claims arising under the Indiana Deceptive Franchise Practices Law, Indiana Code 23-2-2 7, unless otherwise allowed by Indiana law The release shall contain such language and be of the form chosen by the Home Office"

E Law and Jurisdiction The first sentence of Article X, Section 1 of the Franchise Agreement is amended by adding the following at the end of that section

"Notwithstanding the foregoing, the Indiana Franchise Law (Indiana Code 23-2-2 5 and 23-2-2 7) will control where applicable"

TWO MEN AND A TRUCK®/ INTERNATIONAL, Inc
"Home Office"

By ____________________
Randy Shacka, President

____
"Franchisee"

By ________________________
Its

C Maryland Franchise Agreement and Area Development Agreement Addenda

ADDENDUM TO TWO MEN AND A TRUCK®/INTERNATIONAL, INC
FRANCHISE AGREEMENT FOR USE IN MARYLAND

THIS ADDENDUM is made the ___ day of _____________, 20___, and modifies a Franchise Agreement of the same date entered into between **TWO MEN AND A TRUCK®/INTERNATIONAL, Inc**, a Michigan corporation, located at 3400 Belle Chase Way, Lansing, MI 48911-4251 (hereinafter referred to as "Home Office"), and the person signing this Addendum as Franchisee (hereinafter referred to as "Franchisee")

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, Annotated Code of Maryland, Article-Business Regulation, Title 14, §§ 14-201 to 14-233, the parties agree as follows

1 Acknowledgements of Franchisee The Franchise Agreement is amended by adding the following Section

> The representations in this Agreement are not intended to and will not act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law

2 Release on Renewal Article V, Section 1 of the Franchise Agreement is amended to add the following

> Any release Franchisee is required to sign as a condition of renewal will except claims arising under the Maryland Franchise and Disclosure Law

3 Release on Transfer Article VII, Section 2(f) of the Franchise Agreement is amended to add the following

> Any release Franchisee is required to sign as a condition of transfer will except claims arising under the Maryland Franchise and Disclosure Law

4 Choice of Law, Jurisdiction and Venue Article X, Section 1 of the Franchise Agreement is amended by adding the following

> Notwithstanding anything to the contrary in this Section, Franchisee may bring a claim against Home Office under the Maryland Franchise Registration and Disclosure Law in any Court of competent jurisdiction in the State of Maryland

5 Limitations of Claims Article XI, Section 6 of the Franchise Agreement is amended by adding the following

> Notwithstanding the foregoing, Franchisee may bring a legal claim against Home Office under the Maryland Franchise Registration and Disclosure Law within three years after the grant of the franchise

6 Effectiveness of Amendment Each provision of this Amendment is effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently without reference to this Amendment

TWO MEN AND A TRUCK® /INTERNATIONAL, Inc Home Office	____________________ Franchisee
By ____________________ Randy Shacka, President	By ____________________ Its ____________________

ADDENDUM TO TWO MEN AND A TRUCK®/INTERNATIONAL, INC
<u>AREA DEVELOPMENT AGREEMENT FOR USE IN MARYLAND</u>

THIS ADDENDUM is made the ___ day of _____________, 20___, and modifies an Area Development Agreement of the same date entered into between **TWO MEN AND A TRUCK®/INTERNATIONAL, Inc**, a Michigan corporation, located at 3400 Belle Chase Way, Lansing, MI 48911-4251 (hereinafter referred to as "Home Office"), and the person signing this Addendum as Franchisee (hereinafter referred to as "Area Developer")

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, Annotated Code of Maryland, Article-Business Regulation, Title 14, §§ 14-201 to 14-233, the parties agree as follows

1 <u>Acknowledgements of Franchisee</u> The Area Development Agreement is amended by adding the following Section

The representations in this Agreement are not intended to and will not act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law

2 <u>Release on Transfer</u> Section 9(E)(6) of the Area Development Agreement is amended to read as follows

Area Developer must sign at the time of sale an agreement terminating this Agreement and releasing the Company from any claims, except claims arising under the Maryland Franchise Registration and Disclosure Law

3 <u>Choice of Law Jurisdiction and Venue</u> Section 11 of the Area Development Agreement is amended by adding the following as Section 11(G)

11(G) Notwithstanding anything to the contrary in this Section 11, Area Developer may bring a claim against Home Office under the Maryland Franchise Registration and Disclosure Law in any Court of competent jurisdiction in the State of Maryland

4 <u>Limitations of Claims</u> Section 11(E) of the Area Development Agreement is amended by adding the following sentence at the end of the Section

Notwithstanding the foregoing, Area Developer may bring a legal claim against Home Office under the Maryland Franchise Registration and Disclosure Law within three years after the grant of the franchise

5 <u>Effectiveness of Amendment</u> Each provision of this Amendment is effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently without reference to this Amendment

TWO MEN AND A TRUCK®
/INTERNATIONAL, Inc
Home Office

By ______________________________
Randy Shacka, President

____
Area Developer

By ______________________________

Its ______________________________

D Minnesota Franchise Agreement Addendum

ADDENDUM TO TWO MEN AND A TRUCK®/INTERNATIONAL, INC
FRANCHISE AGREEMENT FOR USE IN MINNESOTA

THIS ADDENDUM is made the ___ day of _____________, 20___, and modifies a Franchise Agreement of the same date entered into between **TWO MEN AND A TRUCK®/INTERNATIONAL, Inc**, a Michigan corporation, located at 3400 Belle Chase Way, Lansing, MI 48911-4251 (hereinafter referred to as 'Home Office'), and the person signing this Addendum as Franchisee (hereinafter referred to as "Franchisee")

1 Minn Stat Section 80C 21 and Minn Rule 2860 4400J prohibits Home Office from requiring litigation to be conducted outside Minnesota In addition, nothing in the Disclosure Document or Agreement can abrogate or reduce any of Franchisee's rights as provided for in Minn Stat, Chapter 80C, or Franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction Furthermore, nothing in the Disclosure Document or Agreement may require the Franchisee to consent to granting injunctive relief in favor of the franchisor

2 Release Renewal of the Franchise Section 1(j) of Article V of the Franchise Agreement is amended by adding the following

Any release signed by Franchisee will exclude such claims as Franchisee may have under the Minnesota Franchises Law and the Rules and Regulations promulgated by the Commissioner of Commerce

3 Notices of Termination and Non-Renewal With respect to franchises governed by Minnesota law, Home Office will comply with Minn Stat Sec 80C14, Subds 3, 4 and 5, which require, except in certain specified cases, that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the Franchise Agreement

The choice of forum and choice of law provisions in the Franchise Agreement will not in any way abrogate or reduce the rights of Franchisee as provided for in Minnesota Statutes 1984, Chapter 80C

4 Protection of Right to Use Trademark Section 3 of Article III of the Franchise Agreement is amended by adding the following

The Minnesota Department of Commerce requires that the Home Office indemnify Minnesota franchisees against liability to third parties resulting from claims by third parties that the Franchisee's use of the Home Office's trademark infringes trademark rights of the third party Home Office does not indemnify against the consequences of Franchisee's use of the Home Office's trademark except in accordance with the requirements of the franchise, and, as a condition to indemnification, Franchisee must provide notice to Home Office of any such claim within ten (10) days and tender the defense of the claim to Home Office If Home Office accepts the tender of defense, Home Office has the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim

5 Immediate Termination Section 5 of Article V of the Franchise Agreement is amended to read as follows

Any of the following events will (i) constitute a material default under this Agreement, (ii) constitute good cause for termination of this Agreement, and (iii) entitle Home Office to terminate the Franchise Agreement by notice effective immediately on receipt of the notice, without affording Franchisee an opportunity to cure

(a) Franchisee voluntarily abandons the franchise relationship,

(b) Franchisee or an owner of Franchisee is convicted of an offense directly related to the Franchised Business, or

(c) Franchisee fails to cure a default under this Agreement which materially impairs the goodwill associated with Home Office's trade name, trademark, service mark, logo type or other commercial symbol after Franchisee has received written notice to cure of at least 24 hours in advance of termination

6 Termination After Notice Section 6 of Article V of the Franchise Agreement is amended by adding the following Subsections

(h) Except as termination is allowed by Section 5 of Article V, Franchisee's or its affiliate's willful and material misrepresentation or acts or omissions relating to the acquisition of the franchise granted by this Agreement or the on-going operation of franchise business,

(i) Except as termination is allowed by Section 5 of Article V, Franchisee's assignment or transfer of the rights and/or obligations under this Agreement or the transfer of the Franchise Unit without complying with the provisions of this Agreement,

(j) Except as termination is allowed by Section 5 of Article V, Franchisee's, or its affiliate's conviction of or plea of guilty or no contest of (i) a crime for which the minimum penalty includes imprisonment for more than one year, or (ii) any other crime, offense or misconduct involving moral turpitude or in any way relevant to the operation of the business licensed under this Agreement,

(k) Except as termination is allowed by Section 5 of Article V, Franchisee's breach of the same or a similar provision of this Agreement, or other agreement, including any supplemental agreement as referenced in Article II, Section 19, or the Operations Manual, where there have been three or more separate breaches in any 12 month period so long as Home Office made it known in writing to Franchisee that such an act was a breach prior to the second breach upon which Home Office is relying,

(l) Except as termination is allowed by Section 5 of Article V, Franchisee's and/or its affiliate's breach of the same or similar provision of any other **TWO MEN AND A TRUCK®** franchise agreement to which Franchisee or its affiliate is a party, including related agreements, and the Operations Manual, where there have been three or more separate breaches in any 12 month period so long as Home Office made it known in writing to Franchisee that such an act was a breach prior to the second breach upon which Home Office is relying,

(m) Except as termination is allowed by Section 5 of Article V, Franchisee's and/or any of its affiliate's acts or omissions that discourage, prevent or otherwise retard or stop a prospective or existing franchisee of the System from obtaining a household goods moving authority or other license or authority generally possessed by persons in the household moving industry, including but not limited to, the filing of protests or petitions with any governmental authority objecting to a prospective or existing franchisee from obtaining such authority, cooperating or assisting another to undertake any acts or omissions to discourage, prevent or otherwise retard or stop a prospective or existing franchisee from obtaining a household moving authority,

(n) Except as termination is allowed by Section 5 of Article V, Franchisee's or its affiliate's dishonest or unethical conduct that, in Home Office's sole opinion, adversely affects the System's reputation and/or the goodwill associated with the Marks,

(o) Except as termination is allowed by Section 5 of Article V, Franchisee's or its affiliate s intentional conduct to make any unauthorized use or disclosure of any part of the Operations Manual, or any other of Home Office's confidential and/or proprietary information,

(p) Except as termination is allowed by Section 5 of Article V, Franchisee's or its affiliate's conduct of any kind that reflects materially and adversely on Home Office's operation, Marks or System,

(q) Except as termination is allowed by Section 5 of Article V, the adjudication of bankruptcy of Franchisee, the insolvency of the Franchisee's business, appointment of a receiver or trustee to take charge of Franchisee's business by a Court of competent jurisdiction or the general assignment for the benefit of creditors of Franchisee,

(r) Except as termination is allowed by Section 5 of Article V, entry of a final judgment or the unappealed decision of a regulatory officer or agency which results in a temporary or permanent suspension of any permit or license, possession of which is a prerequisite to operation of Franchisee's business, or

(s) Except as termination is allowed by Section 5 of Article V, Franchisee's failure to satisfy any of its obligations under this Agreement that do not give Home Office the right to terminate the Franchise Agreement under Section 6 of Article V

7 Release on Sale or Transfer of the Franchise Section 2(f) of Article VII of the Franchise Agreement is amended by adding the following

Any release signed by Franchisee will exclude such claims as Franchisee may have under the Minnesota Franchises Law and the Rules and Regulations promulgated by the Commissioner of Commerce

8 Law and Jurisdiction Section 1 of Article X of the Franchise Agreement is amended by adding the following

This section shall not in any way abrogate or reduce the rights of the Franchisee as provided for in Minnesota Statutes 1984, Chapter 80C

9 Injunctive Relief Section 2 of Article X of the Franchise Agreement is amended to read as follows

Home Office shall have the right to apply for specific enforcement of the terms of this Agreement by petitions for temporary and permanent injunctions or other equitable relief Specifically, Home Office shall have the right to seek such relief to prevent Franchisee from engaging in the following acts, which would cause irreparable harm to Home Office

(a) Misusing any of the rights licensed by this Agreement,

(b) Engaging in competitive operations in violation of the in-term and/or post-term covenants set forth in Section 2 of Article VIII,

(c) Disclosing to another person or using in a competitive business, the trade secrets or confidential information of Home Office,

(d) Transferring or assigning this Agreement without complying with this Agreement,

(e) Engaging in acts or practices in violation of applicable regulations or which are fraudulent, dishonest or create health or other hazards to the public,

(f) Significantly impairing the goodwill associated with Home Office's Marks or System

Home Office's rights to apply for injunctive relief are in addition to all other remedies available to Home Office under applicable law

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the written above

TWO MEN AND A TRUCK®/INTERNATIONAL, Inc

By ___________________________________
Randy Shacka, President

____
Franchisee's Name

By ___________________________________

Its

E New York Franchise Agreement Addendum

ADDENDUM TO TWO MEN AND A TRUCK®/INTERNATIONAL, INC
FRANCHISE AGREEMENT
FOR USE IN NEW YORK

THIS ADDENDUM is made this _____ day of _____________, 20__ and modifies a Franchise Agreement of this date entered into by **TWO MEN AND A TRUCK® /INTERNATIONAL, Inc**, a Michigan corporation, with its principal office at 3400 Belle Chase Way, Lansing, MI 48911-4251 ("Home Office"), and ______________________ with its principal office at ____________________________________("Franchisee")

A Transfer by Franchisee Article VII, Section 2(f) of the Franchise Agreement is modified to read as follows

> Franchisee must sign an agreement terminating this Agreement and releasing any and all claims Franchisee has against Home Office, and Home Office's officers, directors, agents, and employees arising out of or related to this Agreement, which release must contain the language and be in a form chosen by Home Office, provided that, all rights enjoyed by Franchisee in any causes of action arising in Franchisee's favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued under that law will remain in force, it being the intent of this proviso that the non-waiver provisions of GBL 687 4 and 687 5 be satisfied Home Office will not require any release of liability specifically proscribed by any state statute regulating franchising, but the parties may agree to voluntarily do so in settlement of any or all claims

B Choice of Law Article X, section 1 of the Franchise Agreement will be revised by adding the following sentence

> The choice of law provision will not be considered a waiver of a right of Franchisee under the provisions of Article 33 of the General Business Law of the State of New York

TWO MEN AND A TRUCK®/ INTERNATIONAL, Inc
Home Office

____
Franchisee

By _________________________
Randy Shacka, President

By _________________________
Its

F North Dakota Franchise Agreement Addenda

ADDENDUM TO THE TWO MEN AND A TRUCK® FRANCHISE AGREEMENT FOR USE IN THE STATE OF NORTH DAKOTA

THIS ADDENDUM is made this _____ day of ___________, 20___ and modifies a Franchise Agreement of this date entered into by **TWO MEN AND A TRUCK®/INTERNATIONAL, Inc**, a Michigan corporation with its principal office at 3400 Belle Chase Way, Lansing, MI 48911-4251 ("Home Office"), and ______________________________ with its principal office at _________________-________________________("Franchisee")

In recognition of the requirements of the North Dakota Franchise Investment Law, Chapter 51-19 of the North Dakota Century Code, the parties agree as follows

1 **THE SECURITIES COMMISSIONER HAS HELD THE FOLLOWING TO BE UNFAIR, UNJUST OR INEQUITABLE TO NORTH DAKOTA FRANCHISEES (SECTION 51-19-09, N D C C)**

(a) Restrictive Covenants Franchise Disclosure Documents which disclose the existence of covenants restricting competition contrary to Section 9-08-06, N D C C , without further disclosing that such covenants will be subject to the statute

(b) Situs of Arbitration Proceedings Franchise agreements providing that the parties must agree to the arbitration of disputes at a location that is remote from the site of the franchisee's business

(c) Restrictions on Forum Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota

(d) Liquidated Damages and Termination Penalties Requiring North Dakota franchisees to consent to liquidated damages or termination penalties

(e) Applicable Laws Franchise agreements, which specify that they are to be governed by the laws of a state other than North Dakota

(f) Waiver of Trial by Jury Requiring North Dakota franchises to consent to a waiver of a trial by jury

(g) Waiver of Exemplary and Punitive Damages Requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages

(h) General Release Franchise agreements that require the franchisee to sign a general release on renewal of the franchise agreement

(i) Limitation of Claims Franchise Agreements that require the franchisee to consent to a limitation of claims The statute of limitations under North Dakota law applies

(j) Enforcement of Agreement Franchise Agreements that require the franchisee to pay all costs and expenses incurred by the franchisor in enforcing the agreement The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorneys' fees

2 The Franchise Agreement is amended as follows

(a) Liquidated Damages Article VI, Section 4 is deleted

(b) Non-Competition Covenants Article VIII, Section 2(b) is amended by adding the following "Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota "

(c) Choice of Law and Forum Article X, Section 1 is deleted

(d) Jury Waiver, Waiver of Damages, Limitations of Claims Article XI, Section 6 is deleted

3 Effectiveness of Amendment Each provision of this Amendment is effective only to the extent, with respect to such provision, that the jurisdictional requirements of the North Dakota Franchise Investment Law, N D Cent Code §§ 51-19-17, are met independently without reference to this Amendment

TWO MEN AND A TRUCK®/ INTERNATIONAL, Inc
Home Office

By ____________________
Randy Shacka, President

____
Franchisee

By ____________________
Its

G Rhode Island Franchise Agreement Addendum

ADDENDUM TO TWO MEN AND A TRUCK® FRANCHISE AGREEMENT
FOR USE IN THE STATE OF RHODE ISLAND

THIS ADDENDUM is made this ___ day of ______________, 20___ and modifies a Franchise Agreement of this same date entered into by and between **TWO MEN AND A TRUCK®/INTERNATIONAL, Inc**, a Michigan corporation, with its principal office at 3400 Belle Chase Way, Lansing, MI 48911-4251 ("Home Office"), and ____ with its principal office at ____ ("Franchisee")

A Applicable Law Article X of the Franchise Agreement is amended by adding the following

> § 19-28 1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act"

IN WITNESS WHEREOF, **TWO MEN AND A TRUCK®/INTERNATIONAL, Inc** and Franchisee have caused this Addendum to be executed and entered into as of the day and year first above written

TWO MEN AND A TRUCK®/ INTERNATIONAL, Inc a Michigan Corporation	Franchisee
By ___________________________ Randy Shacka, President	By ___________________________ Its

H Washington Franchise Agreement Addendum

ADDENDUM TO TWO MEN AND A TRUCK® FRANCHISE AGREEMENT
FOR USE IN THE STATE OF WASHINGTON

THIS ADDENDUM is made this ___ day of _____________, 20___ and modifies a Franchise Agreement of this same date entered into by and between **TWO MEN AND A TRUCK®/INTERNATIONAL, Inc**, a Michigan corporation, with its principal office at 3400 Belle Chase Way, Lansing, MI 48911-4251 ('Home Office"), and ____ with its principal office at ____ ("Franchisee")

A Washington Franchise Investment Protection Act The State of Washington has a statute, RCW 19 100 180, which may supersede the Franchise Agreement in your relationship with Home Office, including the areas of termination and renewal of your franchise There may also be court decisions that may supersede the Franchise Agreement in your relationship with Home Office, including the areas of termination and renewal of your franchise

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

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

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

E Transfer Fees Transfer fees are collectable only to the extent that they reflect Home Office's reasonable estimated or actual costs in effecting a transfer

IN WITNESS WHEREOF, **TWO MEN AND A TRUCK®/INTERNATIONAL, Inc** and Franchisee have caused this Addendum to be executed and entered into as of the day and year first above written

TWO MEN AND A TRUCK®/ INTERNATIONAL, Inc a Michigan Corporation	Franchisee
By ______________________ Randy Shacka, President	By ______________________ Its

Exhibit U

FRANCHISE TERMINATION AND RELEASE AGREEMENT

TWO MEN AND A TRUCK®

"Movers Who Care®"

TWO MEN AND A TRUCK®/INTERNATIONAL, Inc
<u>FRANCHISE TERMINATION AND RELEASE AGREEMENT</u>

THIS AGREEMENT is made effective the ____ day of ______, 20__ between **TWO MEN AND A TRUCK®/INTERNATIONAL, Inc**, a Michigan corporation ("Home Office") and ________________ a ________________ ("Franchisee")

1 **<u>Introduction</u>** Franchisee and Home Office are parties to a Franchise Agreement dated _____________, _____ ("Franchise Agreement"), for the operation of a **TWO MEN AND A TRUCK®** franchise in __________________________ ("Franchise Business") Franchisee has entered into an agreement to sell the Franchise Business to a buyer acceptable to Home Office ("Buyer") Home Office has waived its right of first refusal to purchase the Franchise Business and has approved the sale subject to completion of Franchisee's obligations under Article VII, Section 2 of the Franchise Agreement According to the conditions on transfer under the Franchise Agreement, Home Office and Franchisee are terminating the Franchise Agreement so that Home Office may enter into a new franchise agreement with the Buyer of the Franchise Business

2 **<u>Termination of Franchise Agreement</u>** Subject to the terms of this Agreement, Home Office and Franchisee agree that the Franchise Agreement is terminated as of the effective date of this Agreement

3 **<u>Duties of Franchisee and Guarantors on Termination</u>** Except as may be authorized by other franchise agreements between Home Office and Franchisee, Franchisee's rights to use the Marks and the System and all other rights associated with being a licensed franchisee of Home Office will cease and the following provisions will apply

(a) <u>Pay All Debt</u> Franchisee must immediately pay Home Office any and all amounts owing to it for whatever reason

(b) <u>Cease Operating Business</u> Franchisee must cease holding itself out as a Franchisee and must stop using all Marks, processes, materials, methods, or promotional materials Home Office provided or licensed to Franchisee Franchisee must take all necessary steps to disassociate itself from Home Office and the System, including, but not limited to, the removal of signs, destruction of letterhead, and assignment or changing of Telephone Numbers and Internet Tools and the like, unless the same are transferred to the Buyer Franchisee must take such action as necessary to amend or cancel any assumed name, business name, or equivalent registration that contains any Marks and Franchisee must furnish Home Office with satisfactory evidence of compliance with this obligation within ten (10) calendar days after the effective date of this Agreement

(c) <u>Return Proprietary Materials and Other Assets</u> Franchisee must promptly deliver to Buyer or return to Home Office all Manuals, all of Home Office's policies and procedures, forms, any documentation or software relating to the Automation Systems and other software, all training and promotional aids and all other confidential and proprietary information

(d) <u>Assignment of Telephone Numbers, Email Addresses, Etc</u> Franchisee must immediately and permanently cease to use all Telephone Numbers and Internet Tools that have been used in the Franchise Business and, if requested by Home Office, must assign all such Telephone Numbers and Internet Tools to Buyer or Home Office Franchisee acknowledges that as between Home Office and Franchisee, Home Office has the sole rights to all Telephone Numbers and Internet Tools used in the Franchise Business and all written and online directory listings associated with the Franchise Business and Franchisee authorizes Home Office, and appoints Home Office and any officer of Home Office as its attorney-in-fact, to direct the applicable service providers and all listing agencies to transfer those items to Home Office or its agent or assignee if Franchisee fails or refuses to do so The applicable service providers and all listing agencies may accept the direction in this Agreement as conclusive evidence of the exclusive rights of Home Office in such Telephone Numbers and Internet Tools and directory listings and as its authority to direct their transfer

(e) Permit Inspection Franchisee must permit Home Office to make final inspection of Franchisee's financial records, books, tax returns, and other accounting records within three (3) years after the effective date of this Agreement

(f) Promise Not to Contest Validity or Ownership of Marks Franchisee expressly promises that after the termination of the Franchise Agreement, Franchisee will not, directly or indirectly, contest or aid in contesting the validity or ownership of the Marks Franchisee agrees not to interfere with, in any manner, or attempt to prohibit the use of the Marks by any other existing or future franchisee or other licensee of Home Office Whenever Home Office requests, Franchisee agrees to sign any and all other papers, documents, and/or assurances to effectuate this purpose and agrees to fully cooperate with Home Office and/or any other franchisee to secure the necessary and required consents of any governmental agency or legal authority to enable the franchisee to use the Marks

(g) Confidential Information Franchisee must immediately and permanently cease using any and all of the Confidential Information in any business or otherwise, and return to Home Office all copies of all Confidential Information that Franchisee has in its possession Franchisee acknowledges and agrees that it will be liable to Home Office for any unauthorized use of the Confidential Information

(h) Restrictions on Competition For three (3) years from and after the termination of the Franchise Agreement (or from and after the date Franchisee ceases the prohibited competition, if later), Franchisee and its affiliates and the principals, officers, shareholders, members, agents, spouses of Franchisee and its affiliates must not, without Home Office's prior written consent, directly or indirectly (either as an individual or in partnership or in conjunction with any other person as principal, agent, shareholder, member or in any other capacity whatsoever) carry on, be engaged in, or be concerned with, or interested in, or advise, lend money to, lease real or personal property to, guarantee the debts or obligations of, or be employed by any person engaged in or concerned with or interested in any Competitive Business located within the Marketing Area or within 20 miles of the Marketing Area, or within the marketing area of any other **TWO MEN AND A TRUCK®** business or within 20 miles of the marketing area of any other **TWO MEN AND A TRUCK®** business existing or planned at the time the Franchise Agreement is terminated If any covenant that restricts competitive activity is deemed unenforceable by virtue of its scope in terms of area, business activity prohibited, or length of time, but would be enforceable if modified, the parties agree that the covenant will be enforced to the fullest extent permissible under the laws and public policies applied in the jurisdiction whose law determines the covenant's validity For purposes of this Agreement, the term "Competitive Business" means (a) a business that is identical to or similar to a business using the System, (b) any moving, storage packing, unpacking, or similar business, but not a storage business located off site of a moving business location, or (c) any business granting franchises or licenses to others to operate moving, packing, unpacking, or similar businesses

(i) Indemnification Franchisee will indemnify and hold harmless Home Office, it officers, directors, employees, and agents, and any of its franchisees or other licensees from all fines, charges, suits, proceedings, claims, demands, damages, liabilities, costs, and settlements with customers and/or others, including the payment of reasonable attorney's fees, arising out of any action and/or inaction of Franchisee and/or any lawsuit, proceeding of any kind or nature and/or settlement negotiations that relate in any way to the operation of the Franchise Business by Franchisee

(j) Guarantors The Guaranty signed by the shareholders, members, officers, directors, and representatives of Franchisee ("Guarantors") will continue in full force and effect and will constitute a guaranty by Guarantors of Franchisee's obligations under this Agreement

4 **Release** Franchisee hereby releases and forever discharges Home Office and the representatives, owners, employees, officers, agents and assigns of Home Office from all liability, right, claim, debt and cause of action whatsoever, known or unknown, suspected or unsuspected, which Franchisee ever had, now has or may have at any time based on, arising under or relating to the Franchise Agreement or any other agreement entered into between the parties on or before the date of this Agreement or the relationship between the parties involving the Franchise Agreement and any other agreement or any acts or omissions of Home Office occurring before the effective date of this Agreement, provided that, nothing contained in this Section will affect any obligations of Home Office under this Agreement

5 **Controlling Law, Venue and Jurisdiction** This Agreement and its construction and any other disputes between or among the parties will be governed by the laws of the State of Michigan (without reference to the conflicts of laws provisions) Unless otherwise precluded by law, any legal proceedings between the parties must be brought and conducted only in a State or Federal Court in the State of Michigan located in the County in which Home Office's principal office is located and Franchisee consents to those Courts having personal jurisdiction of Franchisee

6 **Costs of Enforcement** Franchisee agrees to pay all costs incurred by Home Office in enforcing the provisions of this Agreement, including, but not limited to reasonable attorney fees

7 **Additional Provisions** The following additional provisions will apply to this Agreement

(a) Terms Defined in Franchise Agreement Any terms defined in the Franchise Agreement (e g Marks, System, Confidential Information, Internet Tools, Marketing Area) will have the same meaning in this Agreement unless otherwise defined in this Agreement

(b) Survival This Agreement is binding on the heirs, executors, administrators, successors and assigns of the parties

(c) Entire Agreement This Agreement supersedes all prior written or oral representations, agreements or understandings with respect to the matters covered in this Agreement and, along with any other agreements referred to in this Agreement, contains the entire agreement between the parties with respect to the matters covered in this Agreement

(d) Amendment This Agreement may be amended or modified only by an agreement in writing signed by all the parties

(e) Waiver The failure of any party to demand strict compliance with a covenant or condition of this Agreement will not be a waiver of its right to demand strict compliance in the future

(f) Signing, Counterparts This Agreement may be signed in two or more counterparts, each of which will be deemed an original even if the signatures of all the parties are not contained in one document This Agreement will be considered signed by a party if that party signs the Agreement and faxes or emails a copy of the Agreement containing that party's signature to the other party

The parties have signed this Agreement on the dates stated opposite their names to be effective as of the date stated at the beginning of this Agreement

TWO MEN AND A TRUCK®/INTERNATIONAL, Inc

Dated ____________________ By ____________________________________
Randy Shacka, President

(Franchisee)

Dated ____________________ By ____________________________________
It's Representative

Exhibit V

RECEIPTS

TWO MEN
AND A
TRUCK®

"Movers Who Care®"

RECEIPT

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

If Two Men and a Truck/International, Inc offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale

Iowa, New York, and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship

Michigan and Oregon require that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first

If Two Men and a Truck/International, Inc does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington D C 20580 and the state agency listed in Exhibit A

Issuance Date April 1, 2017

The name, principal business address and telephone number of each franchise seller offering the franchise

____________________ (Noelle Burak, Steve Usiak, Bethany Karsten and/or Pamela Batten),
3400 Belle Chase Way
Lansing, MI 48911
(800) 345-1070

Other ____________________

____

____

____

I received a disclosure document dated April 1, 2017 that included the following Exhibits

A	List of State Administrators	L	Addendum—Captive Insurance Program
B	List of Agents for Service of Process	M	Records and Bookkeeping Franchise Addendum
C	Franchise Agreement	N	Risk Management and Safety Services Addendum
D	Preliminary Approval Agreement	O	Non-Disclosure and Confidentiality Agreement
E	Addendum to Franchise Agreement-Renewal	P	Confidentiality and Noncompetition Agreement
F	Addendum—Warehouse Storage Services	Q	List of Franchisees
G	Addendum—Portable Storage Services	R	List of Franchisees that Recently Left System
H	Value Flex Program Hub Addendum	S	Financial Statements
I	Value Flex Program Feeder Addendum	T	Registration State's FDD and FA Addenda
J	Addendum to Franchise Agreement-Mini-Market	U	Franchise Termination and Release Agreement
K	Area Development Agreement	V	Receipts

Please sign and date this Receipt and mail original to Franchise Development, 3400 Belle Chase Way, Lansing, MI 48911, fax number (800) 278-6114)

Date ____________________

____
(Signature of Prospective Franchisee)

____
(Print Name)

RECEIPT

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

If Two Men and a Truck/International, Inc offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale

Iowa, New York, and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship

Michigan and Oregon require that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first

If Two Men and a Truck/International, Inc does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington D C 20580 and the state agency listed in Exhibit A

Issuance Date April 1, 2017

The name, principal business address and telephone number of each franchise seller offering the franchise

____________________ (Noelle Burak, Steve Usiak, Bethany Karsten and/or Pamela Batten)

3400 Belle Chase Way
Lansing, MI 48911
(800) 345-1070

Other ________________________
____
____
____

I have received a disclosure document dated April 1, 2017 that included the following Exhibits

A	List of State Administrators	L	Addendum—Captive Insurance Program
B	List of Agents for Service of Process	M	Records and Bookkeeping Franchise Addendum
C	Franchise Agreement	N	Risk Management and Safety Services Addendum
D	Preliminary Approval Agreement	O	Non-Disclosure and Confidentiality Agreement
E	Addendum to Franchise Agreement-Renewal	P	Confidentiality and Noncompetition Agreement
F	Addendum—Warehouse Storage Services	Q	List of Franchisees
G	Addendum—Portable Storage Services	R	List of Franchisees that Recently Left System
H	Value Flex Program Hub Addendum	S	Financial Statements
I	Value Flex Program Feeder Addendum	T	Registration State's FDD and FA Addenda
J	Addendum to Franchise Agreement-Mini-Market	U	Franchise Termination and Release Agreement
K	Area Development Agreement	V	Receipts

Please sign and date this Receipt and mail original to Franchise Development, 3400 Belle Chase Way, Lansing, MI 48911, fax number (800) 278-6114)

Date ________________________

____
(Signature of Prospective Franchisee)

____
(Print Name)