

## FRANCHISE DISCLOSURE DOCUMENT



### **TWO MEN AND A TRUCK SPE LLC**

A Delaware Limited Liability Company

One Glenlake Parkway, 14th Floor,

Atlanta, Georgia 30328

800-756-5656

franchiseinfo@twomenandatruck.com

www.twomenandatruck.com

A Two Men and a Truck® franchise (a “**Franchised Business**”) provides moving services and related services including packing and the sale of boxes and packing materials. You may purchase a Metro Market Franchise or a Mod Market Franchise (as each are defined in Item 1).

The total investment necessary to begin operations of a Franchised Business ranges from \$146,950 to \$506,450 for a Metro Market Franchise and \$92,100 to \$247,500 for a Mod Market Franchise. This includes \$50,000 to ~~\$165,500~~ \$165,000 for a Metro Market Franchise and ~~\$40,500~~ \$40,000 for a Mod Market Franchise that must be paid to the franchisor or its affiliates. If you enter into an Area Development Agreement, the total investment necessary to have the right to develop between a total of two and five franchises (including the investment for the first franchise developed) ranges from \$218,200 to \$1,203,700. This includes \$100,000 to \$825,000 that must be paid to the franchisor or its affiliates.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in a different format, contact the Franchise Sales office at One Glenlake Parkway, 14<sup>th</sup> Floor, Atlanta, Georgia 30328 or at 800-756-5656.

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

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

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

The issuance date: May 12, 2025, as amended on November 3, 2025

## **INDUSTRY-SPECIFIC REGULATIONS**

Moving companies are regulated by federal and state law. Most states have transportation agencies that oversee the state's laws. The state law can vary significantly from state to state. The U.S. Department of Transportation's Federal Motor Carrier Safety Administration (FMCSA) administers the federal laws. There may be other laws and regulations applicable to the operation of a Franchised Business within a particular state and we urge you to ask your attorney or state agencies about the described laws, regulations, and any other laws or regulations that can impact the operation of a Franchised Business within the specific area licensed to you.

## **ITEM 2 BUSINESS EXPERIENCE**

### **Chief Executive Officer: Jon Nobis**

Mr. Nobis has been the Chief Executive Officer for us, each of the other SM Franchisors, SM Manager, RW Purchaser, and a number of other related entities since September 2024. He has also been a Manager of RW Parent since September 2024. From November 2021 to September 2024, Mr. Nobis served as the Chief Information Officer for SM Manager in Atlanta, Georgia. From March 2018 to April 2022, he was the Chief Executive Officer for TMTI in Lansing, Michigan. Mr. Nobis serves in his present capacities in Atlanta, Georgia.

### **Chief Financial Officer & Treasurer: Sunil Doshi**

Mr. Doshi has been the Chief Financial Officer & Treasurer for us, each of the other SM Franchisors, SM Manager, RW Parent, RW Purchaser, and a number of other related entities since August 2024. From March 2020 to July 2024, he served in a variety of roles for Fossil Group, Inc. in Richardson, Texas, including Executive Vice President, Chief Financial Officer and Treasurer from March 2021 to June 2024 and Senior Vice President, Global Finance and Accounting and Chief Accounting Officer from June 2020 to March 2021. From February 2019 to May 2020, Mr. Doshi was the Chief Financial Officer for Mitra QSR KNE, LLC. Mr. Doshi serves in his present capacities in Atlanta, Georgia.

### **Chief Franchise Development Officer: Jeff Todd**

Mr. Todd has served as Chief Franchise Development Officer for us and each of the other SM Franchisors since September 2025. He served as Chief Development Officer from March 2024 to September 2025 and Senior Vice President Business Development from June 2022 to March 2024 for Launch Franchising, LLC in Warwick, Rhode Island. From March 2020 to March 2022, he served as Vice President Development for Driven Brands, Inc. in Charlotte, North Carolina. Mr. Todd serves in his present capacities in Charlotte, North Carolina.

### **General Counsel and Chief Human Resources Officer: Josh Burnette**

Mr. Burnette has been our General Counsel since July 2023. He has been the General Counsel for each of the other SM Franchisors, SM Manager, RW Parent, RW Purchaser, and a number of other related entities since July 2023. Since June 2024, he has served as the Chief Human Resources Officer for us, each of the other SM Franchisors, SM Manager, RW Parent, RW Purchaser, and a number of other related entities. From May 2018 to July 2023, he served as General Counsel for North America for DS Smith Plc in Atlanta, Georgia. Mr. Burnette serves in his present capacities in Atlanta, Georgia.

President of TMTI: Randy Shacka

Mr. Shacka has served as President of TMTI since August 2012. From August 2021 to March 2023, he also served as President of AmeriSpec SPE LLC and Furniture Medic SPE LLC. Mr. Shacka serves in his present capacities in Lansing, Michigan.

Senior Manager of Franchise Development of TMTI: Tray Doster

~~Mr. Doster has served as Senior Manager of Franchise Development of TMTI since January 2023. From November 2022 to January 2023, Mr. Doster was in between positions. From October 2017 to November 2022, he served as Director of Franchise Sales for Zaxby's Franchising, LLC, in Athens, Georgia. Mr. Doster serves in his present capacities in Bishop, Georgia.~~

Senior Compliance Director of TMTI: Pamela Batten

Ms. Batten has served as Senior Compliance Director of TMTI since January 2016. From January 2016 to January 2025, she served as Compliance Director of TMTI. Ms. Batten serves in her present capacities in Lansing, Michigan.

Senior Director of Sales of TMTI: Ashley Skaggs

Ms. Skaggs has served as Senior Director of Sales of TMTI since January 2015. From October 2016 to January 2025, she served as Director of Sales of TMTI. Ms. Skaggs serves in her present capacities in Lansing, Michigan.

Franchise Development Specialist of TMTI: Cheryl Ackley

Ms. Ackley has served as a Franchise Development Specialist of TMTI since April 2018. Ms. Ackley serves in her present capacities in Lansing, Michigan.

**ITEM 3 LITIGATION**

**PRIOR ACTIONS RELATED TO AFFILIATED PROGRAMS**

The following affiliates who offer franchises resolved actions brought against them with settlements that involved their becoming subject to currently effective injunctive or restrictive orders or decrees. None of these actions have any impact on us or our brand nor allege any unlawful conduct by us.

The People of the State of California v. Arby's Restaurant Group, Inc. California Superior Court, Los Angeles County, Case No. 19STCV09397, filed March 19, 2019.

On March 11, 2019, our affiliate, Arby's Restaurant Group, Inc. ("**ARG**"), entered into a settlement agreement with the states of California, Illinois, Iowa, Maryland, Massachusetts, Minnesota, New Jersey, New York, North Carolina, Oregon, and Pennsylvania. The Attorney Generals in these states sought information from ARG on its use of franchise agreement provisions prohibiting the franchisor and franchisees from soliciting or employing each other's employees. The states alleged that the use of these provisions violated the states' antitrust, unfair competition, unfair or deceptive acts or practices, consumer protection and other state laws. ARG expressly denied these conclusions but entered into a settlement agreement to avoid litigation with the states. Under the settlement agreement ARG paid no money but agreed (a) to remove the disputed provision from its franchise agreements (which it had

Forces	
<b>Affiliate Discount</b> – must be an (a) existing franchisee or owner of a franchisee in the ServiceMaster Clean®, ServiceMaster Restore®, Merry Maids®, Two Men and a Truck®, or Two Men and a Junk Truck® systems, (b) an existing employee of ServiceMaster, Merry Maids, or us, or (c) an existing employee of a Two Men and a Truck® franchisee who has been referred to us by their employing franchisee (the employing franchisee will receive a \$5,000 referral fee if you purchase a franchise within six months of the referral).	15%
<b>Conversion Franchise Discount</b> – must be a Conversion Franchise	15%

You may only take advantage of one of the above discounts, even if you qualify for multiple discounts. The availability of each incentive may be subject to a time limit. We reserve the right to offer, change, or cancel an incentive at any time.

In 2024, we collected initial franchise fees ranging from \$15,000 to \$30,000 for Mod Market Franchises and \$25,000 to \$50,000 for Metro Market Franchises.

#### OTHER AMOUNTS PAID TO THE FRANCHISOR FOR GOODS OR SERVICES

~~If you choose to participate in the full sales support services we offer to our franchisees, we may charge you a one time set up fee of \$300 to \$500 before initiating the service. If you choose to participate in the reduced sales support services we offer to our franchisees, we may charge you a one time set up fee of \$100 to \$300 before initiating the service.~~

#### PRELIMINARY APPROVAL AGREEMENT

If we enter into a Preliminary Approval Agreement with you before you sign a Franchise Agreement, you must pay a franchise reservation fee of \$10,000 for a Metro Market Franchise or \$5,000 for a Mod Market Franchise in a lump sum at the time you sign the Preliminary Approval Agreement. If you enter into a Franchise Agreement with us, the franchise reservation fee will be applied to the initial franchise fee due under the Franchise Agreement. If the Preliminary Approval Agreement expires or terminates for any reason other than the signing of a Franchise Agreement, we will retain the franchise reservation fee.

#### AREA DEVELOPMENT AGREEMENT

If you become an Area Developer by signing an Area Development Agreement, you pay us the initial fees for each of the Marketing Areas you have a right to develop under the Area Development Agreement at the time you sign the Area Development Agreement. You must agree to develop at least two franchises under the Area Development Agreement. The low end of the fees due under an Area Development Agreement (assuming we have had no prior presence in the Marketing Areas) will be \$100,000 (2 x \$50,000). We estimate the maximum number of franchises to be developed under an Area Development Agreement to be five franchises, so the high end of the fees due under an Area Development Agreement (assuming we have had a prior presence in two of the Marketing Areas) will be \$320,000 (3 x \$50,000 + 2 x \$85,000). These fees are not refundable, even if you fail to develop one or more franchises for any reason.

Type of Fee (See Note 1)	Amount	Due Date	Remarks
Cooperative Advertising	Up to 1% of annual Gross Sales (or up to \$1,500 per month for a new franchise in its first 12 months of operation), unless you and all other participants agree to a higher rate ( <u>which will not exceed 2% of annual Gross Sales</u> ). Currently, fees range from approximately \$100 to \$400 per month.	As assessed	We may require you to participate in an advertising cooperative, which may require you to contribute a monthly amount, or to participate in joint or cooperative advertising, which may require you to pay a pro rata share of such advertising conducted in your market. We may, in our sole discretion, agree to assist in the accounting or administration of cooperative advertising, but we will have the right to charge a fee for those services, provided such fee shall be no greater than \$100 per month per Unit participating in such cooperative.
Minimum Local Marketing Spend Deficiency	The difference between the required Minimum Local Marketing Spend and your actual spending on Eligible Marketing, plus late fees and interest.	As incurred	If you fail to spend the required Minimum Local Marketing Spend on Eligible Marketing (as both terms are defined in Item 11), we may require you to contribute to the Advertising Fund the difference between the amount spent and the required amount, plus late fees and interest.
Technology and Support Fee	<u>Metro Market Franchises:</u> currently, 1% of Gross Sales with a minimum payment of \$1,200 per month.  <u>Mod Market Franchises:</u> currently, 2% of Gross Sales with no minimum.	Monthly on the 15 <sup>th</sup>	Currently, this fee covers our services relating to components of our Automation Systems (as defined and described in Item 11). We may modify this fee from time to time or change the products and services covered by this fee, provided that the fee will be no more than 1.5% of Gross Sales (with a minimum payment of \$1,800) for Metro Market Franchises and 2.5% of Gross Sales for Mod Market Franchises.
Fees for Sales Support Services	<u>Metro Market Franchises:</u>  <i>First Level Support:</i> currently, \$80 per month, which may be increased up to \$92 per month  <i>Additional Sales Support:</i> currently, \$4.50 per call (which may be increased to \$5.25 per call) answered or made by us or, if a prospect we contact purchases services, 7% of Gross Sales (which may be increased to 8% of Gross Sales) generated from such customer	Last business day of month incurred	We may require you to obtain customer sales support services from us or a third-party we designate, including call answering, sales support, and other customer service and communication services during and after business hours. Currently, <del>all Metro Market Franchises</del> <u>you must, throughout the term, use our designated support team for disaster recovery support, corporate inquiry responses, National Account management, and National Program management with certain accounts (“First Level Support”).</u> <del>We currently provide</del> <u>If you are operating a Metro Market Franchise and it is the first Franchised Business operated by you or your affiliates, we currently offer you the opportunity to use our designated support team for additional support services, which include answering overflow</u>

Type of Fee (See Note 1)	Amount	Due Date	Remarks
	<p><u>Mod Market Franchises:</u></p> <p><i>First Level Support and Additional Sales Support:</i> currently, \$500 per month (which may be increased to \$575 per month) plus a \$40 per transaction fee (which may be increased to \$46 per transaction) for each completed move originating from us for the first 12 months (and after if you employ a customer service representative (a “CSR”)); after 12 months if you do not employ a CSR, \$2,500 per month (which may be increased to \$2,875 per month) with no transaction fee.</p>		<p>inbound calls, responding to digital leads, and conducting follow-up sales calls (“<b>Additional Sales Support</b>”), as an option to Metro Market Franchises and as a requirement for in the first 12 months of operation of the Franchised Business. We currently require Mod Market Franchises and franchises with performance issues to obtain Additional Sales Support from us throughout the term. We may modify the required or optional support services in the future. If we designate a third party to provide these services, you must pay the fees set by such providers, which may differ from the amounts stated here. Our policies and procedures relating to our sales support services are included in the Manuals.</p>
Records and Bookkeeping Fees	Currently, \$95 per hour, which we may increase up to \$120 per hour.	Last business day of month incurred	Payable if you obtain records and bookkeeping services from us. These services are optional for Metro Market Franchises and required for Mod Market Franchises. Typically, franchisees require approximately five to 15 hours of services per month. If you obtain these services from us, you must sign an agreement in the form attached as Exhibit J.
Risk Management and Safety Services Fees	Currently, \$1,800 to \$4,800 per year, which may be increased up to \$6,000 per year.	Last business day of month incurred	We may require you to implement a risk management and safety system designated or approved by us from us or a Designated Supplier. If you obtain these services from us, you must sign an agreement in the form attached as Exhibit J.
Registration Fees for Meetings or Additional Training Programs	Currently, \$75 to \$1,200 per attendee (which may be increased up to \$1,500 per attendee) for meeting or training program registration fees.	Before additional training	We may charge a reasonable registration fee for each of your representatives that attends meetings or additional training programs. We may permit or require you to attend virtual training sessions. You are also responsible for the wages and travel and living expenses of your representatives during any training.

### Notes to Tables:

1. Initial Franchise Fee. The initial franchise fee for a Metro Market Franchise is \$50,000 for a Marketing Area where we have had no prior presence and is \$85,000 for a Marketing Area where we have had a prior presence in any portion of the Marketing Area. If your Marketing Area has more than 600,000 people, your initial franchise fee may be higher. The initial franchise fee for a Mod Market Franchise is \$30,000. These estimates do not include any discounts, such as the 20% Military Discount that we offer to veterans. See Item 5 for additional details.
2. Lease Security Deposit. You will need office space to operate a Franchised Business. You need at least 1,000 square feet for a Metro Market Franchise, but we will be more flexible on the type and size of the office for a Mod Market Franchise. You must also have space available to park your trucks on site or within a reasonable proximity to your site, as approved by us. We estimate that your rent will be between \$1,200 and \$12,000 a month for a Metro Market Franchise and between \$500 and \$1,600 per month for a Mod Market Franchise, depending on the size, condition, and location of the leased premises. We estimate that your security deposit will be equal to one or two months' rent.
3. Leasehold Improvements. You may elect to make some leasehold improvements to your office space, such as painting, installing bulletin or white boards, changing flooring and lighting, and adding office partitions.
4. Miscellaneous Start-Up Expenses. This estimate includes the cost of purchasing copiers, an initial inventory of boxes, supplies, furniture, fixtures, equipment (other than computer equipment), miscellaneous moving equipment, telephone service, uniforms, and other miscellaneous items and expenses. ~~For Metro Market Franchises, this category also includes and a one time set up fee if you participate in a higher level of sales support services offered by us.~~
5. Insurance. You must obtain and maintain insurance for your Franchised Business with the coverages and amounts specified by us. See Item 8 for our current requirements. This figure is an estimate of the cost of three months of the annual premium payments necessary to maintain the insurance required by the Franchise Agreement. We estimate that the annual premium payments necessary to maintain the insurance required by the Franchise Agreement will range from \$25,000 to \$43,000 for a Metro Market Franchise and \$20,000 to \$30,000 for a Mod Market Franchise. Your cost of coverage will vary based on your claims history, market, service offerings, and number and type of trucks.
6. Licensing Requirements. You must satisfy all requirements of applicable law for operating a Franchised Business within the state and area for which you intend to operate. The requirements for legally operating a moving company vary greatly from state to state. These requirements may include obtaining a business license from local authorities and/or an authority from the applicable state or federal agency. You may incur legal fees to acquire your authority. While a particular jurisdiction may not require any authority for local moves, generally any moves across state lines require an authority. You should review the legal requirements of operating in the area in which you anticipate you will be licensed and obtain an estimate of the costs you will incur before you enter into the Franchise Agreement.
7. Legal and Accounting Fees. You should have your attorney and accountant review all of the franchise documents and advise you on the purchase, development, and operation of the franchise and the formation of your entity.

Addendum to Franchise Agreement that must be signed by franchisees participating in the captive insurance program is attached as Exhibit I.

#### **OBLIGATIONS RELATING TO ADVERTISING MATERIALS**

Any advertising or marketing materials you desire to use that we have not produced must be approved by us before their use. We or another Designated Supplier specified by us will manage all of your local website hosting, URL licensing, digital advertising 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 us. The expenses for most of these services are paid from the Advertising Fund. If you choose to conduct local digital advertising, you must obtain digital advertising services from us by entering into the Agreement to Provide Optional Services that is attached as Exhibit J and paying us the local digital advertising fees described in Item 6.

#### **OBLIGATIONS RELATING TO FRANCHISE LOCATION**

Your franchise location must be constructed or improved in accordance with our specifications for décor, signage, equipment layout, space, etc. You must purchase certain equipment, computer hardware and software, inventory, supplies, insurance, and other goods and services for the development and ongoing operation of your business in accordance with our specifications and only from a Designated or Approved Supplier.

#### **OBLIGATIONS TO PURCHASE FROM THE FRANCHISOR OR ITS AFFILIATES**

We are currently the Designated Supplier for certain call answering, sales support, and other customer service and communication services to our franchisees ~~and, including First Level Support and, for Mod Market Franchises, Additional Sales Support.~~ We are an Approved Supplier for ~~other call answering, sales support, and other customer service and communication services to our franchisees.~~ Additional Sales Support for certain Metro Market Franchises. First Level Support and Additional Sales Support are provided through our designated support team. We are currently the only Approved Supplier to our franchisees of certain computer software and updates. We are also an Approved Supplier to our franchisees of records and bookkeeping services. If you operate a Metro Market Franchise, we are not the only Approved Supplier and you are not required to use us for those services. If you operate a Mod Market Franchise, you are required to use us for those services. We are currently the Designated Supplier of risk management and safety services. These services may be required based on performance metrics or if you participate in the captive insurance program. In the future, we may require all franchisees or all new franchisees to obtain these services. We and our affiliates are not currently a Designated or Approved Supplier of any other goods, services or real estate relating to your franchise.

#### **OFFICER INTERESTS**

Our officers own indirect ownership interests in us, and we are an Approved Supplier. Other than these interests, our officers do not have any ownership in any Approved Suppliers.

#### **REVENUE FROM PURCHASES**

We reserve the right for us and our affiliates to receive rebates or other fees or revenue from Designated and Approved Suppliers based on sales of products or services to our franchisees and to earn

## ASSISTANCE DURING OPERATION

During the operation of your franchise, we will, among other things:

1. At your request, we will provide the services of appropriate staff personnel to assist and counsel you during the operation of the franchise (Section 1.7 of Franchise Agreement).
2. Provide you reasonable assistance and advice as we determine in our sole judgment for the commencement and operation of your franchise. We may charge you a reasonable per diem fee for the assistance plus travel and living expenses of staff members or third-party vendors providing the assistance (Section 1.8 of Franchise Agreement). You will not typically be charged any fees for our assistance in the commencement and operations of your franchise. If, during the operation of your franchise, you have sales, marketing, or performance issues, we may charge you for assistance we provide. Our current fees for this assistance are \$75 to \$1,200 per representative per day (which shall not exceed \$1,500 per representative per day) plus travel and living expenses of training personnel.
3. We will provide you with First Level Support, which includes use of our designated support team for disaster recovery support, corporate inquiry responses, National Account management, and National Program management with certain accounts. ~~If you operate a Mod Market Franchise, are a Metro Market Franchise with performance issues, or are a Metro Market Franchise that opts in to the program, we~~We will also provide Additional Sales Support, which includes answering overflow inbound calls, responding to digital leads, and conducting follow-up sales calls, to certain Metro Market Franchises in their first year of operation and Mod Market Franchises throughout the term.
4. In our discretion we may perform or employ a third-party company to perform audits, inspections, and investigations of all aspects of your business, including 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 (Section 2.2 of Franchise Agreement).
5. At your request, review for approval any supplier for products or services other than Designated Supplier Products (Section 2.5 of Franchise Agreement).
6. Give you access to updates in our Manuals and specifications relating to the franchise (Section 2.8 of Franchise Agreement). We can change our specifications and Manuals at any time, and you must comply with those changes, except those changes cannot modify the terms of the Franchise Agreement.
7. Review and, if acceptable to us, approve your annual sales and marketing plan and budget. (Section 2.12(a) of Franchise Agreement).
8. Review for approval advertising materials proposed by you (Section 2.12 of Franchise Agreement).
9. Administer the Advertising Fund (Section 4.3 of Franchise Agreement). Additional information about the Advertising Fund is provided below.
10. In our discretion, assist you in resolving disputes with customers or resolve the dispute directly at your expense (Section 2.17 of Franchise Agreement).

All course subjects will be delivered using the resources and facilities of our Training and Development Department located in Lansing, Michigan, although some subjects may be taught or offered virtually. Classes are scheduled periodically as needed to accommodate new franchisees. The instructional materials consist primarily of instructor-led sessions with a training guidebook and handouts. Hands-on learning takes place with the operations software and moving and packing techniques during the start-up process. Our training program is led by Lauren Ackley, our Training and Development Manager, who has worked in the moving services industry since 2014. She has held various positions for us and our predecessor since 2014 and provided training to our franchisees since 2020. The experience of other instructors that participate in our training program ranges from one to 23 years in the industry and from one to 24 years working with us or our predecessor. Some portions of training program may be provided by an outside vendor as we deem necessary.

As discussed above, our training program will include advice and modules that address suggested or recommended staffing for the efficient operation of the Franchised Businesses, and for delivering services in accordance with our customer service standards and other brand standards. Even though we may offer suggestions, advice, guidelines, or programs, you will have sole responsibility for all employment decisions and functions related to your Franchised Business, including hiring, firing, promoting, demoting, compensation, benefits, scheduling of employee work hours and shifts, work rules, record-keeping, supervision, and discipline of employees.

#### TRAINING AND PERFORMANCE IMPROVEMENT REQUIREMENTS

If your franchise is performing unsatisfactorily (as determined by us in our sole discretion), we can require you at your expense, to: (a) attend a training sessions specified by us; (b) visit other franchise locations for Performance Improvement Visits; (c) make Performance Improvement Visits to Franchisor; (d) receive Performance Improvement Visits from one of our staff members; (e) participate in an ongoing performance improvement program; and/or (f) receive visits from a third-party auditor or consultant; ~~and/or (g) participate in a higher level of sales support services offered by us.~~ A **“Performance Improvement Visit”** is an in-person or virtual meeting or training session that may consist of additional training or assistance (as determined by Franchisor in its sole discretion).

If we require you to attend a training session, you must pay all travel and living expenses, as well as a fee to cover the cost of the training. You must attend the training session within 3 months of receiving notice from us.

If we require you to undertake one of the Performance Improvement Visit options, you will be responsible for all costs and expenses associated with the visit. You must complete the Performance Improvement Visit requirement in the time frame determined by us. If the Performance Improvement Visit results in an action plan to improve performance in one or more areas, you must diligently implement the action plan by the dates specified in the plan. ~~See Item 6 regarding participation in higher levels of sales support services offered by us.~~ If you fail to complete a Performance Improvement Visit or fail to timely implement the action plan, such failure will be deemed to be a default under the Franchise Agreement, which could lead to the imposition of various remedies, including the termination of the Franchise Agreement.

#### ONGOING TRAINING

We can require you and/or a representative designated by you and approved by us (typically a general manager or manager) to attend additional training, sales programs, or meetings that we specify. The registration fees for meetings or additional training programs are currently between \$75 to \$1,200 per attendee (and may be increased to up to \$1,500 per attendee), plus you are responsible for the wages

Provision	Section in Area Development Agreement	Summary
u. Dispute resolution by arbitration or mediation	11(B)	Disputes must be informally negotiated before being submitted to non-binding mediation. If mediation does not resolve the dispute, except for certain disputes listed in the Area Development Agreement and as may be prohibited by applicable state law, all disputes must be resolved by arbitration.
v. Choice of forum	11(B) and (C)	Subject to applicable state laws, all claims must be arbitrated or litigated in the city in which our principal place of business is located (currently, Atlanta, Georgia).
w. Choice of law	11(A)	Subject to applicable state laws, Georgia law applies, without regard to Georgia conflict-of-laws rules.

### **ITEM 18 PUBLIC FIGURES**

We do not use any public figures in our franchise name or symbol, nor do any public figures endorse or recommend our franchise to prospective franchisees.

### **ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS**

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

The financial performance information provided in this Item 19 is an historic financial performance representation about all of the franchisees existing in The Two Men and a Truck franchise system for the relevant period based upon financial information those franchisees reported to us or our predecessor.

In this Item 19, we have presented financial performance information for (a) single Metro Market Franchises operating in a single Marketing Area under a single franchise agreement ("**Single Franchises**"), (b) multiple Metro Market Franchises under common ownership that are licensed under multiple franchise agreements to operate in multiple Marketing Areas but work as a single business unit in the same general geographic region and share personnel and trucks ("**Multi-Unit Franchises**"), and (c) Mod Market Franchises. We refer to Single Franchises and Multi-Unit Franchises collectively as "**Franchise Operating Units.**" Franchise Operating Units do not include Mod Market Franchises. We have not included affiliate-owned businesses in any category.

In this Item 19, we have presented data in the following categories:

- "~~Gross Sales~~" ~~is defined in Item 6, Note 2 and~~ 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 a franchise. Gross Sales includes revenue earned from both required and optional services (such as storage services). Gross Sales may only be

reduced by invoice adjustments approved by us and standard discount programs approved by us.

- “Direct Labor – Mover Wage Expenses” includes the wages and benefits paid to movers.
- “Moving Truck Expenses” includes lease or loan payments, maintenance costs, and fuel costs related to moving trucks.
- “Other Moving Expenses” includes the cost of supplies, damages and warranty expenses, and other miscellaneous moving and storage-related expenses.
- “Advertising Expenses” includes all expenses related to conducting advertising, except for the national advertising fees paid to us.
- “Facility Expenses” includes rent for the office and any storage facilities, utilities, and furniture, fixtures, and equipment used in the facilities.
- “Franchise Fees” includes royalties, national advertising fees, and technology fees.
- “Support Staff Expenses” includes the wages and benefits paid to your support staff, including salespeople and other non-moving personnel.
- “Other Administrative Expenses” includes recruiting, retention, and training costs, professional fees, fees for sales support services procured from us, non-moving vehicle costs, office expenses, and finance costs.
- “EBITDA” is calculated as Annual Gross Sales less Total Annual Expenses plus interest plus taxes plus depreciation.

For all tables, the number and percentage that “met or exceeded” the average (sometimes presented as “# and % at or > Average”) means the number and percentage of units that had sales or expenses that were equal to or higher than the average sales or expenses for such category.

As of December 31, 2024, there were 338 Franchised Businesses. There were 327 Franchised Businesses that operated throughout 2024, including 151 Single Franchises, 148 Single Franchises that were part of Multi-Unit Franchises, and 28 Mod Market Franchises.

category. If another Mod Market Franchise reached its third anniversary of operation on December 31, 2024, the table includes such franchise's data from December 31, 2023 to December 30, 2024 in the "Year 2 of Operation" category.

3. The nine Mod Market Franchises that completed Year 1 of operation in 2024 began operating in 2023. No Mod Market Franchises that began operating in 2023 ceased operating before reaching their first anniversary and were not included in this table.
4. The five Mod Market Franchises that completed Year 2 of operation in 2024 began operating in 2022. No Mod Market Franchises that began operating in 2022 ceased operating before reaching their second anniversary and were not included in this table.
5. The four Mod Market Franchises that completed Year 3 of operation in 2024 began operating in 2021. No Mod Market Franchises that began operating in 2021 ceased operating before reaching their third anniversary and were not included in this table.
6. The two Mod Market Franchise that completed Year 4 of operation in 2024 began operating in 2020. No Mod Market Franchises that began operating in 2020 ceased operating before reaching their fourth anniversary and were not included in this table.
7. 14 Mod Market Franchises included in this chart reported revenue from providing storage services in 2024, which accounted for 0.45% of the average annual Gross Sales for such units providing such services.

Notes to Item 19:

1. **Some units have sold these amounts. Your individual results may differ. There is no assurance that you will sell as much.**
2. We calculated the figures in the tables in these financial performance representations using financial reports submitted by franchisees. We have not audited ~~or independently verified~~ these financial reports.
3. Written substantiation for the financial performance representation will be made available to the prospective franchisee upon reasonable request.
4. We encourage you to contact existing franchisees to discuss their experiences with the system and their franchise. Notwithstanding the information set forth in this financial performance representation, our existing franchisees are your best source of information about franchise operations.

Other than the preceding financial performance representation, we do not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Pamela Batten, 3400 Belle Chase Way, Lansing, Michigan 48911-4251, 800-756-5656, the Federal Trade Commission, and the appropriate state regulatory agencies.

## ITEM 20 OUTLETS AND FRANCHISEE INFORMATION

**Table 1**  
**Systemwide Business Summary**  
**For years 2022 to 2024**

Business Type	Year	Businesses at the Start of the Year	Businesses at the End of the Year	Net Change
Franchised Businesses	2022	284	293	+9
	2023	293	313	+20
	2024	<del>316</del> 313	338	+25
Company-Owned Businesses	2022	3	3	0
	2023	3	3	0
	2024	3	1	-2
<b>Total Businesses</b>	<b>2022</b>	<b>287</b>	<b>296</b>	<b>+9</b>
	<b>2023</b>	<b>296</b>	<b>316</b>	<b>+20</b>
	<b>2024</b>	<b>316</b>	<b>339</b>	<b>+23</b>

**Table 2**  
**Transfers of Franchised Businesses**  
**For years 2022 to 2024**

State	Year	Number of Transfers
California	2022	0
	2023	0
	2024	2
Colorado	2022	0
	2023	0
	2024	1
Florida	2022	0
	2023	0
	2024	1
Georgia	2022	0
	2023	0
	2024	1
Illinois	2022	0
	2023	0
	2024	6
Indiana	2022	0
	2023	0
	2024	1

State	Year	Number of Transfers
Total	2022	1
	2023	8
	2024	27

**Table 3**  
**Status of Franchised Businesses**  
**For years 2022 to 2024**

State	Year	Franchised Businesses at Start of Year	Franchised Businesses Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations for Other Reasons	Franchised Businesses at End of Year
Alabama	2022	5	0	0	0	0	0	5
	2023	5	0	0	0	0	0	5
	2024	5	0	0	0	0	0	5
Arizona	2022	7	1	0	0	0	0	8
	2023	8	0	0	0	0	0	8
	2024	8	0	0	0	0	0	8
Arkansas	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
California	2022	9	1	0	0	0	0	10
	2023	10	1	0	0	0	0	11
	2024	11	9	0	0	0	0	2220
Colorado	2022	7	0	0	0	0	0	7
	2023	7	0	0	0	0	0	7
	2024	7	0	0	0	0	0	7
Connecticut	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
Delaware	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
Florida	2022	28	0	0	0	0	0	28
	2023	28	0	0	0	0	0	28
	2024	28	0	0	0	0	0	28
Georgia	2022	14	1	0	0	0	0	15
	2023	15	0	0	0	0	0	15
	2024	15	0	0	0	0	0	15

State	Year	Franchised Businesses at Start of Year	Franchised Businesses Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations for Other Reasons	Franchised Businesses at End of Year
North Dakota	2022	1	0	0	0	0	0	1
	2023	1	1	0	0	0	0	2
	2024	2	0	0	0	0	0	2
Ohio	2022	14	1	0	0	0	0	15
	2023	15	0	0	0	0	0	15
	2024	15	2	0	0	0	0	17
Oklahoma	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
Oregon	2022	2	0	0	1	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Pennsylvania	2022	5	1	0	0	0	0	6
	2023	6	5	0	0	0	0	11
	2024	11	1	0	0	0	0	12
Rhode Island	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
South Carolina	2022	7	0	0	0	0	0	7
	2023	7	0	0	0	0	0	7
	2024	7	0	0	0	0	0	7
South Dakota	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Tennessee	2022	5	1	0	0	0	0	6
	2023	6	1	0	0	0	0	7
	2024	7	1	0	0	0	0	8
Texas	2022	24	3	0	0	0	0	27
	2023	27	3	0	0	0	1	29
	2024	29	3	0	0	0	0	32
Utah	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
	2024	3	1	0	0	0	0	4

State	Year	Businesses at Start of Year	Businesses Opened	Businesses Reacquired from Franchisee	Businesses Closed	Businesses Sold to Franchisee	Businesses at End of Year
Michigan	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
Totals	2022	3	0	0	0	0	3
	2023	3	0	0	0	0	3
	2024	3	0	0	0	2	1

**Table 5**  
**Projected Openings as of December 31, 2024**

State	Franchise Agreements Signed but Franchised Business Not Opened	Projected New Franchised Businesses in the Next Fiscal Year (2025)	Projected New Company-Owned Businesses in the Next Fiscal Year (2025)
California	4	7	0
Georgia	1	1	
Illinois	1	1	0
Massachusetts	2	2	0
New Jersey	0	4	0
New York	1	2	0
Ohio	1	1	0
Pennsylvania	0	2	0
Texas	2	3	0
Washington	0	2	0
<b>Total</b>	<b>12</b>	<b>25</b>	<b>0</b>

For all charts presented in this Item 20, states not listed in a chart had no franchised, company-owned or affiliate-owned Units or activity during the relevant period.

#### **CURRENT AND FORMER FRANCHISEES**

Exhibit M lists the names of all current U.S. franchisees and the addresses and telephone numbers of their franchises as of December 31, 2024. Exhibit N lists the name, city and state and the current business telephone number (or if unknown, the last known home telephone number of every U.S. franchisee who has had a Franchised Business terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement during 2024, or who had not communicated with our predecessor within 10 weeks 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.

As of the date of this Franchise Disclosure Document, we do not have any area developers.

#### **CONFIDENTIALITY AGREEMENTS**

In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with us. You may wish to speak with current and former franchisees but be aware that not all such franchisees will be able to communicate with you.

#### **TRADEMARK-SPECIFIC FRANCHISE ORGANIZATIONS**

We and our predecessor have endorsed a franchisee organization known as the TEAM Franchisee Advisory Council or TEAM. We may consult with TEAM on various aspects of our relationship with our franchisees. For information on TEAM, you can contact Randy Shacka at (800)

Franchisee and approved by Franchisor is required to attend and successfully complete the initial training course provided by Franchisor. Franchisee and/or a representative designated by Franchisee and approved by Franchisor must also attend any additional training, sales programs, or meetings specified by Franchisor at such locations and at such times as Franchisor may specify.

(b) Additional Units. If this Agreement is for a second or subsequent Unit owned by Franchisee, an owner of Franchisee or a manager representative approved by Franchisor must attend and successfully complete an approved training class as specified by Franchisor within 12 months of signing the agreement. If an owner of Franchisee or a manager representative approved by Franchisor, as applicable, is unable to attend the required training class specified by Franchisor within the 12-month period for a valid business reason approved by Franchisor, then Franchisor may, in its discretion, require that individual to attend different classes or training programs, at Franchisee's expense, in lieu of the required class. In addition, the individual who will be actively managing the Franchised Business must attend and successfully complete Franchisor's initial training program before the Franchised Business opens for business, unless that individual has attended and successfully completed the initial training program within 12 months of the opening of the Franchised Business.

(c) Differences in Training. 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.

(d) Training Fees and Expenses. 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. Franchisor may charge Franchisee a reasonable per diem fee for additional training (which shall not exceed \$1,500 per representative per day) plus travel and living expenses of staff members or third-party vendors providing the training. Subject to Franchisor's express approval, Franchisee may be permitted to bring additional attendees to training at Franchisee's expense.

#### **1.6. Training and Performance Improvement Requirements.**

(a) Performance Improvements. If the Franchised Business is performing unsatisfactorily (as determined by Franchisor in its sole discretion), Franchisor may require Franchisee, at Franchisee's expense, to: (a) attend training sessions specified by Franchisor; (b) visit other franchise locations for a Performance Improvement Visit; (c) make Performance Improvement Visits to Franchisor; (d) receive Performance Improvement Visits from a Franchisor staff member; (e) participate in ongoing performance improvement programs; and/or (f) receive Performance Improvement Visits from a third-party auditor or consultant; ~~and/or (g) participate in additional sales support services or appointment center services specified and provided by Franchisor through its designated support team.~~ A **"Performance Improvement Visit"** is an in-person or virtual meeting or training session that may consist of additional training or assistance (as determined by Franchisor in its sole discretion).

(b) Fees and Expenses. If Franchisor requires Franchisee to attend a Franchisor 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 Franchisor requires Franchisee to attend the training session. If Franchisor 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 Franchisor. If the

Paragraph 9 of Exhibit 1), unless Franchisee and all other participants agree to a higher rate (which will not exceed 2% of Gross Sales). Amounts spent on cooperative advertising or paid to advertising cooperatives will count toward a Franchisee's required local advertising/marketing expenditures. Franchisor may, in its sole discretion, agree to assist in accounting or administration of cooperative advertising, but Franchisor will have the right to charge the cooperative a fee for those services, which will not exceed \$100 per month per Unit participating in the cooperative. 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. Franchisor must approve any cooperative advertising plans. Neither Franchisee, nor any cooperative advertising group that Franchisee may join, has authority to place telephone or Internet directory ads, search engine ads, or other forms of advertising that Franchisor restricts from time to time.

(k) General Limitations on Advertising and Marketing. Franchisee may not authorize advertising or advertise outside the Marketing Area as described in Franchisor's policies.

(l) Present and Future Advertising Policy May Limit Franchisee's Right to Advertise. Franchisee acknowledges that Franchisor 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 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.

(m) Compliance With Applicable Laws and Franchisor Advertising Policies. Franchisee must comply fully with all advertising and marketing policies specified by Franchisor. Franchisor's advertising and marketing policies may include, but are not limited to, requirements for Franchisee to use specified advertising and marketing methods, requirements to participate in marketing programs specified by Franchisor and policies and requirements relating to use of any approved mascot (if any). Franchisee may not market or advertise in violation of federal laws regulating advertising, such as the CAN-SPAM Act and the Telephone Consumer Protection Act, and state advertising laws applicable to the Franchised Business. Franchisee agrees, at its sole cost and expense, to (i) participate in and offer all System coupons, loyalty cards, gift cards, discounts, and other promotions (including contests or sweepstakes) in accordance with marketing programs Franchisor establishes and (ii) honor the coupons, loyalty cards, gift cards, discounts, and other promotions issued by Franchisor, its Affiliates, its franchisees, or its designees under any such program.

(n) Agreement to Comply with Modifications and Changes to Franchisor Policy. Franchisor, 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.

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

(p) Franchisee Responsible for Content of Advertisements. Franchisor does not, by virtue of its approval of any proposed advertisement or promotional material, assume any responsibility

#### **10.9. Remedies Not Exclusive.**

Except as provided for in Section 10.5 (Mutual Limitation of Liability and Waiver of Punitive Damages), no right or remedy that the parties have under this Agreement is exclusive of any other right or remedy under this Agreement or under Georgia law. Each and every such remedy will be in addition to, and not in limitation of or substitution for, every other remedy available at law or in equity or by statute or otherwise.

#### **10.10. Enforcement Expenses.**

(a) Payable by Franchisee. Franchisee agrees to reimburse Franchisor (or the relevant Franchisor Related Party) for all costs and expenses Franchisor and any Franchisor Related Party reasonably incurs (including accountants', attorneys', investigators', and expert witness fees, cost of investigation and proof of facts, court costs, arbitration fees, other litigation expenses, and travel, and living expenses) (i) to enforce the terms of this Agreement or any Related Agreement owed to Franchisor or any Franchisor Related Party by Franchisee and/or any Franchisee Related Party (whether or not Franchisor or the Franchisor Related Party initiates a legal proceeding, including arbitration, unless Franchisor or the Franchisor Related Party initiates and fails to substantially prevail in such court or formal legal proceeding, including arbitration); and (ii) in the defense of any claim Franchisee and/or any Franchisee Related Party asserts against Franchisor or any Franchisor Related Party on which Franchisor or the Franchisor Related Party substantially prevails in court or other formal legal proceedings, including arbitration.

(b) Payable by Franchisor. Franchisor agrees to reimburse Franchisee for all expenses Franchisee reasonably incurs (including accountants', attorneys', investigators', and expert witness fees, cost of investigation and proof of facts, court costs, arbitration costs, other litigation expenses, and travel, and living expenses): (i) to enforce the terms of this Agreement or any obligation owed to Franchisee by Franchisor (whether or not Franchisee initiates a legal proceeding, including arbitration, unless Franchisee initiates and fails to substantially prevail in such court or formal legal proceeding, including arbitration); and (ii) in the defense of any claim Franchisor asserts against Franchisee on which Franchisee substantially prevails in court or other formal legal proceedings, including arbitration.

#### **10.11. No Recourse.**

Franchisee and its Owners acknowledge and agree that, except as provided under an express statutory liability for such conduct, ~~Franchisor, (a) Franchisor's Affiliates and (b) Franchisor's and its Affiliates, and their~~ respective former and current owners, stockholders, members, managers, predecessors, successors, assigns, agents, directors, officers, employees, representatives, attorneys, parent companies, divisions, subsidiaries, benefits administrators, investors, affiliates, funds, vendors, and service providers, will not be liable for (i) any of Franchisor's obligations or liabilities relating to or arising from this Agreement, (ii) any claim against Franchisor based on, in respect of, or by reason of, the relationship between any Franchisee Party and Franchisor, or (iii) any claim against Franchisor based on any of Franchisor's alleged unlawful acts or omissions. For the avoidance of doubt, this provision constitutes an express waiver of any claims based on a theory of vicarious liability to the fullest extent allowed under Applicable Laws, unless such vicarious claims are authorized by an express written guarantee of performance or a statutory obligation.

(2) Minimum Quality Standards. In addition, in each calendar year (beginning in Franchisee's first full calendar year of operation), Franchisee must achieve (i) a customer satisfaction/referral rating that is not 3% or more below the average customer satisfaction/referral rating for all the Units in the applicable measuring group; and (ii) satisfactory scores, as specified in the Manual or otherwise in writing, in Franchisor's Achievements in Excellence rankings or a similar Franchisor ranking system (the Achievements in Excellence rankings is a balanced scorecard approach used by Franchisor to measure the overall success of the Franchised Business as a whole, including various areas within the customer experience, the franchise experience, and the employee experience).

(3) Additional Renewal Requirements. As a condition for renewing the franchise, in addition to complying with (1) and (2), Franchisee must (i) have achieved, at the time of renewal of the franchise, an average customer satisfaction/referral rating over the then-current term of this Agreement that is not 3% or more below the average customer satisfaction/referral rating for all the Units in the applicable measuring group during such period and (b) have achieved in the calendar year immediately preceding the time of renewal of the franchise an annual growth percentage of number of sales orders (compared to the number of sales orders in the previous calendar year) that is in the top 90% of all Units in the applicable measuring group.

**11. Section 2.23 (Customer Sales Support and Appointment Center Services):** Currently, Franchisor provides the following customer sales support and appointment services:

Franchisor currently requires System ~~Franchisee~~Franchisees to participate in certain support services provided by Franchisor through its designated support team, which includes ~~disaster recovery support,~~ corporate inquiry responses, National Account management, and National Program management with certain accounts ("**First Level Support**"). Franchisee must pay Franchisor a fee for First Level Support that will not exceed \$10092 per month. ~~Franchisor~~

If the Franchised Business is the first Unit operated by Franchisee and its Affiliates, currently provides, Franchisee shall have the option to obtain additional support services, which include answering overflow inbound calls, responding to digital leads, and conducting follow-up sales calls ("**Additional Support**") as an option for franchisees that meet certain performance metrics and as a requirement for franchisees that do not meet certain performance metrics, from Franchisor in the first 12 months after the grand opening of the Franchised Business. If Franchisees elects to receive the Additional Support, Franchisee must pay Franchisor a fee for such Additional Support services that will not exceed (i) \$5.25 per call made or answered by Franchisor's support team or (ii) if a prospective customer that Franchisor interacts with purchases services, 8% of Gross Sales generated from such customer. After the Franchised Business has operated for 12 months (or if Franchisee is not eligible to receive or elects to not receive the Additional Support), Franchisee is responsible for engaging a third party to provide Additional Support or using its employees to provide such services.

Franchisor may cease providing ~~such services~~First Level Support and Additional Support in its sole discretion and may require or permit Franchisee to obtain ~~First Level Support or Additional Support~~such services from third parties, in which case Franchisee shall be required to pay the fees set by such providers, which may exceed the amount specified in this provision.

**12. Section 3.7:** The permitted "doing business as" name is: TWO MEN AND A TRUCK® \_\_\_\_\_ (City) or TWO MEN AND A TRUCK® # \_\_\_\_\_

**13. Section 4.1 (Franchise Fee):** The franchise fee is \$50,000 unless otherwise stated.

**TWO MEN AND A TRUCK SPE LLC**  
**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 SPE LLC**, a Delaware limited liability company with its principal office at One Glenlake Parkway, 14<sup>th</sup> Floor, \_\_\_\_\_, Atlanta, \_\_\_\_\_ Georgia \_\_\_\_\_ 30328 (“Franchisor”) and \_\_\_\_\_ with its principal office at \_\_\_\_\_ (“Franchisee”).

**A. Introduction.** Franchisor 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 Franchisor and has signed a new franchise agreement to which this Addendum is attached (“Franchise Agreement”). Franchisor has approved the renewal, subject to any additional obligations described in this Addendum. Franchisor 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 Franchisor.** As a condition of renewal, Franchisee hereby releases and forever discharges Franchisor 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. Section B does not apply to claims arising under the Washington Franchise Investment Protection Act, ~~Chapter~~ chapter 19.100 RCW, or the rules adopted thereunder.

**C. Renewal Fee.** Franchisee is not required to pay the initial franchise fee referenced in Section 4.1 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, Franchisor will not be required to provide, and Franchisee will not be required to attend and complete the initial training course provided by Franchisor.

**E. Opening of Franchised Business.** Section 2.3(b) of the Franchise Agreement entitled “Opening of the Franchised Business” is deleted in its entirety and replaced with the following: “Franchisee is already operating the Franchised Business and operations must continue on renewal without interruption.”

**F. Additional Obligations of Franchisee.** *[Specify any conditions for renewal described in Section 5.1(b) (Renewal Term) of the existing Franchise Agreement that must be performed after renewal, such as training, a renewal visit, upgrades, maintenance, and other listed obligations.]*

**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

If Franchisee is acquiring or renewing an existing Unit, the Minimum Local Marketing Spend shall be the Standard Minimum Expenditure based on the existing Unit's Gross Sales in the prior calendar year.

If the Franchised Business has negative growth for a calendar year or is in the bottom 10% of average growth for all Units in the franchise system in a calendar year, Franchisor may, in its sole discretion, increase the Minimum Local Marketing Spend to 3% of the Gross Sales earned in the previous calendar year.

**H. Minimum Performance Requirements.** Paragraph 10 of Exhibit 1 to the Franchise Agreement entitled "Section 2.20 (Minimum Performance Requirements)" is amended by deleting subpart (1) entitled "Minimum Sales" in its entirety and replacing it with the following:

(1) **Minimum Sales.** For the 1<sup>st</sup> through 4<sup>th</sup> years of operation of a Unit in the Marketing Area, Franchisee must achieve annual Gross Sales (defined in Section 4.2(b)) of at least the following amounts: (i) \$175,000 for the 1<sup>st</sup> year of operation; (ii) \$250,000 for the 2<sup>nd</sup> year of operation; (iii) \$375,000 for the 3<sup>rd</sup> year of operation; and (iv) \$500,000 for the 4<sup>th</sup> year of operation. For purposes of this provision, 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.

After a Unit has been operating in the Marketing Area for four years, the measurement period changes from a year of operation to the calendar year. For each calendar year after the Unit has been operating in the Marketing Area for four years, Franchisee must achieve all of the following: (A) Gross Sales of at least \$500,000 in each calendar year; and (B) an annual growth percentage of Gross Sales that is in the top 90% of all Units in the applicable measuring group.

**I. Customer Sales Support Services.** Paragraph 11 of Exhibit 1 to the Franchise Agreement entitled "Section 2.23 (Customer Sales Support and Appointment Center Services)" is deleted in its entirety and replaced with the following:

Unless otherwise approved by Franchisor, Franchisee is required to use the full customer sales support services specified by Franchisor, including First Level Support and Additional Support (as defined below), and to pay the designated fees for those services, which shall not exceed (a) \$575 per month plus \$46 per transaction (i) during the first 12 months of the initial term of the Agreement or (ii) at any time that Franchisee employs a customer service representative and (b) \$2,875 per month with no transaction fees at any time that after the first 12 months of the initial term of the Franchise Agreement that Franchisee does not employ a customer service representative. **"First Level Support"** includes corporate inquiry responses, National Account management, and National Program management with certain accounts. **"Additional Support"** includes additional support services, such as answering

overflow inbound calls, responding to digital leads, and conducting follow-up sales calls. Franchisor may cease providing First Level Support and Additional Support in its sole discretion and may require or permit Franchisee to obtain such services from third parties, in which case Franchisee shall be required to pay the fees set by such providers, which may exceed the amount specified in this provision.

**J. Franchise Fee.** Paragraph 13 of Exhibit 1 to the Franchise Agreement entitled “Section 4.1 (Franchise Fee)” is deleted in its entirety and replaced with the following:

In consideration of the rights and license granted by Franchisor, 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.

**K. Royalty Fee.** Paragraph 14 of Exhibit 1 to the Franchise Agreement entitled “Section 4.2 (Royalty Fee)” is deleted in its entirety and replaced with the following:

The Royalty Fee is 6% of Gross Sales of the Franchised Business.

In addition, if Franchisee fails to achieve the minimum Gross Sales levels requirements specified in the Minimum Performance Requirements in any measurement year, in addition to any other remedies Franchisor may elect to exercise, Franchisee must pay Franchisor upon demand an amount equal to the difference between (a) \$10,500 in the 1st year of operation, \$15,000 in the 2nd year of operation, \$22,500 in the 3rd year of operation, \$30,000 in the 4th year of operation, and \$30,000 in each subsequent calendar year and (b) the actual Royalty Fees paid by Franchisee to Franchisor during such year.

**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 SPE LLC**  
“Franchisor”

\_\_\_\_\_  
“Franchisee”

By: \_\_\_\_\_  
Randy Shacka, Brand President

By: \_\_\_\_\_  
Its: \_\_\_\_\_

apply to claims arising under the Washington Franchise Investment Protection Act, ~~Chapter~~chapter 19.100 RCW, or the rules adopted thereunder.

**9. Indemnification.** Franchisee will indemnify and hold harmless Franchisor, its 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/or any lawsuit, proceeding of any kind or nature and/or settlement negotiations that relate in any way to the Services provided by Franchisor under this Agreement.

**10. Only Franchisee Has the Right to Control Its Employees.** Franchisor does not control, and does not have the right to control, Franchisee's decisions regarding hiring, disciplining, or terminating Franchisee's employees or agents. Franchisor does not control or have the right to control Franchisees other day-to-day business activities. The Services provided by Franchisor under this Agreement do not constitute Franchisor's representation or approval or disapproval of any employee or prospective employee of Franchisee and Franchisor will not have any liability to Franchisee or others in connection with those employees or prospective employees. 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 meet hiring and performance standards or are suitable for an employment position.

**11. Non-Discrimination.** The parties agree that in the course of their activities and performance under this Agreement they will not discriminate against any person on a basis as prohibited by law.

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

**13. Effect of Franchise Agreement.** This Agreement does not modify or supersede any rights or obligations of the parties under the Franchise Agreement. However, Franchisee acknowledges that a default under this Agreement will constitute a default under the Franchise Agreement (as a default under any other agreement between the parties).

**14. Georgia Law and Jurisdiction.** This Agreement and its construction and any disputes between the parties will be governed by the laws of the State of Georgia (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 jurisdiction in which the principal place of business of Franchisor is located (currently, Atlanta, Georgia), and Franchisee consents to those Courts having personal jurisdiction of Franchisee.

**15. Entire Agreement; Modification.** This Agreement constitutes the full and entire agreement between the parties as to the matters covered. This Agreement supersedes all previous representations, agreements, inducements, or understandings between the parties and such previous representations, agreements, inducements, and/or understandings, if any, are merged into this Agreement and superseded by this Agreement. This Agreement may not be modified except by a written agreement between the parties.

**16. Binding Effect.** Except as provided in Section 12, this Agreement is binding on Franchisor and Franchisee and their respective executors, administrators, heirs, beneficiaries, permitted assigns, and successors in interest.

## **STATE EFFECTIVE DATES**

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

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

<b>State</b>	<b>Effective Date</b>
California	<u>June 16, 2025, as amended</u> <i>Pending</i>
Hawaii	<u>May 26, 2025</u> <i>Pending</i>
Illinois	May 12, 2025
Indiana	May 19, <u>2025, as amended on November 3, 2025</u>
Maryland	<u>September 24, 2025, as amended</u> <i>Pending</i>
Michigan	May 12, 2025
Minnesota	June 10, 2025, <u>as amended</u> <i>Pending</i>
New York	May 27, 2025, <u>as amended</u> <i>Pending</i>
North Dakota	May 19, 2025, <u>as amended</u> <i>Pending</i>
Rhode Island	<u>July 22, 2025, as amended</u> <i>Pending</i>
South Dakota	May 16, 2025
Virginia	<u>August 18, 2025, as amended</u> <i>Pending</i>
Washington	Pending
Wisconsin	May 16, <u>2025, as amended on November 3, 2025</u>

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

## RECEIPT

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

If Two Men and a Truck SPE LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. Iowa and New York 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 SPE LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal 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: May 12, 2025, as amended on November 3, 2025

The name, principal business address and telephone number of each franchise seller offering the franchise is as follows (check all that apply):

Franchise sellers at One Glenlake Parkway, 14th Floor, Atlanta, Georgia 30328, 800-756-5656:				
<input type="checkbox"/> Cheryl Ackley	<input type="checkbox"/> Pam Batten	<input checked="" type="checkbox"/> Tray Doster	<input type="checkbox"/> Jeff Todd	<input type="checkbox"/> _____
Other franchise sellers: _____				

I received a disclosure document dated May 12, 2025, as amended on November 3, 2025, that included the following Exhibits:

A	List of State Administrators	J	Agreement to Provide Optional Services
B	List of Agents for Service of Process	K	Non-Disclosure and Confidentiality Agreement
C	Franchise Agreement	L	Addendum to Permit Operation without Office in Marketing Area
D	Preliminary Approval Agreement	M	List of Franchisees
E	Addendum to Franchise Agreement-Renewal	N	List of Former Franchisees
F	Addendum to Franchise Agreement to Authorize Optional Services	O	Financial Statements
G	Addendum to Franchise Agreement-Mod Market	P	State-Specific Addenda
H	Area Development Agreement	Q	State Effective Dates and Receipts
I	Addendum—Captive Insurance Program		

\_\_\_\_\_  
Signature (individually and as an officer)

\_\_\_\_\_  
Date Disclosure Document Received

\_\_\_\_\_  
Print Name

PLEASE SIGN AND KEEP FOR YOUR FILES

\_\_\_\_\_  
Print Franchisee's Name (if an entity)

## 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 SPE LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. Iowa and New York 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.

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H	Area Development Agreement	Q	State Effective Dates and Receipts
I	Addendum—Captive Insurance Program		

\_\_\_\_\_  
Signature (individually and as an officer)

\_\_\_\_\_  
Date Disclosure Document Received

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Franchisee's Name (if an entity)

**PLEASE SIGN AND RETURN TO:**

Franchise Development  
3400 Belle Chase Way  
Lansing, MI 48911  
Fax number (800) 278-6114  
FranchiseInfo@twomen.com