

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
info@twomenandajunktrunk.com
www.twomenandajunktrunk.com

A Two Men and a Junk Truck® franchise (a “**Franchised Business**”) provides junk removal and related services. 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 \$119,360 to \$322,025 for a Metro Market Franchise and \$82,710 to \$192,225 for a Mod Market Franchise. This includes \$50,000 to \$130,500 for a Metro Market Franchise and \$30,000 to \$40,500 for a Mod Market Franchise 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, 14th 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 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 1, 2024, as amended on September 16, 2024

Market and Competition

Your franchise will offer commercial and junk removal services and related products and services to the public. The market for the products and services the franchise will offer is well developed and highly competitive. Your competitors will include other local and national junk removal or related services companies.

Industry-Specific Regulations

Junk removal service companies are regulated by federal, state, and local law. The U.S. Department of Transportation's Federal Motor Carrier Safety Administration (FMCSA) administers the federal laws. The state and local laws can vary significantly from jurisdiction to jurisdiction. There may be other laws and regulations applicable to the operation of a Franchised Business within a particular state, city, or county, 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: ~~Greg Weller~~ Jon Nobis

Mr. ~~Weller~~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 ~~December 2022~~September 2024. He has also been a Manager of RW Parent since ~~December 2022~~. ~~From March 2015 to December 2022, Mr. Weller served in various positions for SiteOne Landscape Supply~~September 2024. From November 2021 to September 2024, Mr. Nobis served as the Chief Information Officer for SM Manager in Atlanta, Georgia, including Division President from October 2021 to December 2022, Executive Vice President of Operations from February 2020 to October 2021, and Senior Vice President—Operations from May 2019 to February 2020, and Senior Vice President—Supply Chain, Real Estate and Operations Excellent from January 2017 to May 2019. Mr. Weller. 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: ~~Anand Nainpally~~ Sunil Doshi

Mr. ~~Nainpally~~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 ~~May 2023. From June 2019 to March 2023, he served as the~~August 2024. From March June 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 Corporate Finance at Inspire Brands in Atlanta, Georgia. From August 2014 to December 2018, Mr. Nainpally was the Senior Vice President/Global Operations Finance for Hilton Worldwide in McLean, Virginia. Mr. Nainpally, 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.

General Counsel: 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. From May 2018 to July 2023, he served as General Counsel for North

be trained. You are, however, responsible in every instance for all travel and living expenses that you or any of your employees incur in connection with the pre-opening training.

The following table provides detailed information about our training program, which is intended for the franchisee and/or a designated general manager.

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Introduction and Overview of Two Men and a Junk Truck	1.5 - 2.5	0	Stick Men University, Lansing, Michigan
Finance	3 - 4	0	
Human Resources	4.5 - 5.5	0	
Safety/Risk	4 - 5	0	
Marketing	3.5 - 4.5	0	
Sales Philosophy	5.25 - 6.75	0	
Operations Overview	3.75 - 5.25	0	
IT Review	1.25 - 1.75	0	
DOT/Fleet Management	1 - 2	0	
Customer Care	1 - 2	0	
Total Hours of Training	28.75 - 39.25	0	

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 Team Lead, who has ~~four years of experience in training~~ worked in the junk removal industry since 2020. She has held various positions for us and our predecessor since 2014, has provided training to franchisees since 2020 (including franchisees that offered junk removal services through the Two Men and a Truck® franchise program), and has trained our franchisees since we began offering franchises in 2023. Some portions of training program may be provided by an outside vendor as we deem necessary.

If you acquire a Mod Market Franchise, you may also be required to complete three to five days of on-site training at a franchise location specified by us.

We provide the training program for up to 2 persons, which includes you and a designated general manager. You and/or the designated general manager or manager must attend and satisfactorily complete our initial training program. However, we may waive the Initial training class for some existing franchisees. The training program must be completed to our satisfaction. There is no separate charge for the training program, but you must pay all travel and living expenses of the training program enrollees. Subject to our approval, you may be permitted to bring additional attendees to training at your expense. Training must be completed before you begin to operate your franchise unless we approve otherwise.

Additional Opening and Operating Assistance

In addition to the Initial Training Program, we will provide you with reasonable assistance and advice as we determine necessary, in our sole discretion, for the commencement and operation of your franchise. We may charge a reasonable per diem fee for the assistance plus travel and living expenses of

injunctive relief under this Agreement are in addition to all other remedies available to Franchisor under this Agreement or applicable law.

10. **Acknowledgements of Applicants in Certain States.** The following acknowledgements apply to Applicant, unless Applicant or the franchise are subject to the state franchise disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin:

(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.

(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. **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 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 Franchisor 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. Nothing in this Agreement without or any related agreement is intended to disclaim or to require Franchisee to waive reliance on any such representation or promise in the Franchise Disclosure Document delivered to Franchisee or in its exhibits or amendments.

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

TWO MEN AND A TRUCK SPE LLC

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, 14th 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. This release does not apply to claims arising under the Washington Franchise Investment Protection Act, 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 Franchise Business. The first sentence of the third paragraph of Section 2.3 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~~ conditions for renewal described in Section 2.1 of the existing Franchise Agreement that must be performed after the 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

(b) **Termination for Cause.** Franchisor or Franchisee (the “non-defaulting party”) may terminate this Agreement based on the breach of this Agreement by the other party (the “defaulting party”) and the failure of the defaulting party to cure that breach within a reasonable period of time after written notice from the non-defaulting party (the notice need not exceed 10 days for non-payment or 30 days for other breaches). A party may elect to terminate this Agreement in its entirety or only as to the Services to which the defaults relate. The scope of the termination must be described in the notice of breach.

(c) **Termination without Cause.** Except as otherwise provided in a Policy, either party may terminate this Agreement in its entirety or only as to certain Services by providing 30 days written notice to the other party.

(d) **Discontinuance of Service.** Franchisor may terminate this Agreement on 30 days written notice to Franchisee as to a Service if Franchisor, in its discretion, decides to no longer offer the Service or no longer provides the Service as an optional service.

6. Effect of Termination. After the effective date of termination, the parties will not have any further rights or obligations under this Agreement except: (a) Franchisee will be obligated to pay for Services provided up to the date of termination; and (b) Franchisor and Franchisee will continue to be bound by provisions of this Agreement or the Policies that by their terms or intent survive termination of this Agreement.

7. Acknowledgements of Franchisee; No Warranties. Franchisee acknowledges that the Services provided by Franchisor under this Agreement are limited and do not replace Franchisee’s need to have personnel on staff to handle the day-to-day operations of the Franchise Business. Franchisor does not Warrant the Services or guarantee any results and Franchisee hereby releases Franchisor from any claims, demands, or liability for any loss in profits, damages, or disputes that arise in connection with the Services provided by Franchisor. Franchisor disclaims any representations or warranties in connection with the Services, including but not limited to representations or warranties that the Services will satisfy or ensure compliance with any legal obligations or laws or regulations. Franchisee acknowledges that it is solely responsible for and is not relying on Franchisor for compliance with applicable laws. No officer or employee or agent of Franchisor has any authority to make any representation or warranty not contained in this Agreement ~~and Franchisee agrees that it has executed.~~ Nothing in this Agreement without or any related agreement is intended to disclaim or to require Franchisee to waive reliance on any such representation or warranty in the Franchise Disclosure Document delivered to Franchisee or in its exhibits or amendments.

8. Limitations on Remedies. Franchisee’s sole remedy for any breach of this Agreement by Franchisor will be termination of this Agreement under Section 5 above. Franchisor will, in no event, be liable for lost revenue or other consequential damages and Franchisee releases Franchisor from any such liability and waives any claims Franchisee may have to such damages.

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

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:

<u>State</u>	<u>Effective Date</u>
California	August 27, 2024, as amended on <i>Pending</i>
Hawaii	May 31, 2024 <i>Pending</i>
Illinois	May 1, 2024, as amended on September 16, 2024
Indiana	May 24, 2024, as amended on September 16, 2024
Maryland	August 14, 2024, as amended on <i>Pending</i>
Michigan	May 1, 2024, as amended on September 16, 2024
Minnesota	August 26, 2024, as amended on <i>Pending</i>
New York	August 15, 2024, as amended on <i>Pending</i>
North Dakota	June 27, 2024, as amended on <i>Pending</i>
Rhode Island	May 29, 2024 <i>as amended on Pending</i>
South Dakota	May 24, 2024, as amended on September 16, 2024
Virginia	August 1, 2024, as amended on <i>Pending</i>
Washington	Pending
Wisconsin	May 21, 2024, as amended on September 17, 2024

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 1, 2024, as amended on September 16, 2024

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"/> Daniel Laughlin	<input type="checkbox"/> Tray Doster	<input type="checkbox"/> Pam Batten	<input type="checkbox"/> _____	<input type="checkbox"/> _____
Other franchise sellers: _____				

I received a disclosure document dated May 1, 2024, as amended on September 16, 2024, that included the following Exhibits:

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

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.

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 1, 2024, as amended on September 16, 2024

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"/> Daniel Laughlin	<input type="checkbox"/> Tray Doster	<input type="checkbox"/> Pam Batten	<input type="checkbox"/> _____	<input type="checkbox"/> _____
Other franchise sellers: _____				

I received a disclosure document dated May 1, 2024, as amended on September 16, 2024, that included the following Exhibits:

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

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