

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibits I and J.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit KL includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Two Men and a Junk Truck business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a Two Men and a Junk Truck franchisee?	Item 20 or Exhibits I and J lists current and former franchisees. You can contact them to ask about their experiences
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise agreement ~~and area development agreement require~~requires you to resolve disputes with the franchisor by arbitration or litigation only in Georgia. Out-of-state arbitration or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to arbitrate or litigate with the franchisor in Georgia than in your own state.
2. **Sales Performance Required.** You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise, and loss of your investment.
3. **Mandatory Minimum Payments.** You must make minimum royalty or advertising fund payments, regardless of your sales levels. Your inability to make the payments, may result in termination of your franchise and loss of your investment.
4. **Short Operating History.** The franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.
5. **Unregistered Trademark.** The primary trademark that you will use in your business is not federally registered. If the franchisor's right to use this trademark in your area is challenged, you may have to identify your business and its products or services with a name that differs from that used by other franchisees or the franchisor. This change can be expensive and may reduce brand recognition of the products or services you offer.
6. **Unopened Franchises.** The franchisor has signed a significant number of franchise agreements with franchisees who have not yet opened their outlets. If other franchisees are experiencing delays in opening their outlets, you also may experience delays in opening your own outlet.

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

11. Additional Funds – 3 Months. This is an estimate of the expenses you will incur during the 3-month initial phase of operations. These expenses include royalty, Advertising Fund, and Technology and Support fee payments, insurance premiums, local advertising, additional supplies, rent (including applicable taxes and common area maintenance charges), payroll costs, and vehicle lease or loan payments. ~~These are estimates, and we cannot guarantee that you will not have additional expenses starting your franchise.~~
12. Total Estimated Initial Investment. We have relied on our experience in offering and launching Moving Franchises and the expertise we have developed relating to the junk removal industry to compile these estimates. The estimated initial investment is for a new, start-up Franchised Business. If you are converting an existing junk removal business to become a Franchised Business, your costs may be different. ~~You should review these figures carefully with your accountant and/or business advisor before making a decision to enter into the Franchise Agreement.~~

We do not generally offer financing for your initial investment, although we may do so in our sole discretion. The availability and terms of any financing you obtain from us will depend on several factors such as the general availability of financing, your credit worthiness, collateral you may have, policies of lending institutions concerning this type of business, and similar considerations.

Except as may be noted, none of the payments to us are refundable. The refundability of payments to other parties are determined by your agreements with those parties.

Item 8–RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

General

We have the right to require you to purchase any goods or services that are used in the operation or development of your franchise (such as equipment, parts, inventory, supplies, components of the Automation System, insurance, consulting services, and other goods and services) in accordance with our specifications or from suppliers that we designate or approve. We will specify any required specifications or sourcing requirements in the Manuals or via our Automation Systems. We may impose such requirements in order to maintain uniqueness, consistency, uniformity, quality, and identity of Franchised Businesses and the products and services sold by Franchised Businesses and the group purchasing power of the Two Men and a Junk Truck franchise system.

Obligations to Purchase from Designated or Approved Suppliers

We may designate certain products and services used in the development and operation of the franchise (“**Designated Supplier Products**”) that must be purchased only from a supplier designated by us (which may be us or an affiliate) (a “**Designated Supplier**”). You will have no right to request approval of alternative suppliers for Designated Supplier Products.

We may designate certain products and services used in the development and operation of the franchise, other than Designated Supplier Products, that must be purchased only from a supplier that has been approved by us (an “**Approved Supplier**”). We provide lists of our Designated and Approved Suppliers via our Automation Systems.

We will not have any liability to you for any claims, damages or losses suffered by you as a result of or arising from the products or services provided by or the acts or omissions of any Designated or Approved Supplier or other provider of products or services designated or approved by us.

Item 10–FINANCING

We do not offer direct or indirect financing for your franchise. We do not guaranty any of your notes, leases, or other obligations. At your request, we may provide information and advice to assist you in seeking financing.

Item 11–FRANCHISOR’S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

Franchise Agreement Obligations

Except as listed below, we are not required to provide you with any assistance.

As noted in item 1, we are party to a management agreement with SM Manager for the provision of support and services to Franchised Businesses. SM Manager may provide the training, support, marketing, and other services described in this Item 11 to you on our behalf and will have the authority to exercise many of our rights and perform many of our obligations under the Franchise Agreement or other agreements with us. It is anticipated that SM Manager will delegate certain of these responsibilities to TMTI. Though we may delegate any of our rights and responsibilities to SM Manger, we remain ultimately responsible for all of the support and services required under our agreement or agreements with you.

Before Opening

Before opening your franchise, we will:

1. If we enter into a Preliminary Approval Agreement with you, continue to analyze your qualifications for the granting or denying of final approval and promptly determine whether you qualify for final approval once you have submitted all documentation and information (Section 5 of Preliminary Approval Agreement).
2. Designate your Marketing Area in which you may operate your franchise (Section 1.1 of Franchise Agreement). ~~Marketing Areas will be determined in accordance with our current standards, as described in Item 12.~~
3. Review for approval any location within your Marketing Area proposed by you (Section 1.1 of Franchise Agreement). We do not provide any assistance with conforming the premises to local ordinances and building codes, or with obtaining any necessary permits, or constructing, remodeling, or decorating the premises. We do not own the premises or lease the premises to our franchisees.
4. Train you to operate the franchise (Section 1.5 of Franchise Agreement). Our training program is described in more detail below. Except for our training program, we do not provide any assistance in hiring or training your employees.
5. Provide you with our specifications for initial equipment, phones, computer hardware and software, fixtures, signs, inventory, supplies, and other goods or services necessary for the development of your franchise and provide you with lists of Designated or Approved Suppliers (Section 2.3 and 2.5 of Franchise Agreement). Other than providing our specifications and lists of suppliers, we do not provide any assistance in providing for necessary equipment, signs, fixtures, opening inventory, and supplies for your franchise. We do not provide these items directly or install these items.

You must use our Trademarks only in accordance with our rules. You must only use our Trademarks in connection with the sale of products and services authorized by us. You must not use our Trademarks in your corporate or partnership name or in any manner not approved by us.

You must promptly notify us, in writing, of any claim involving our Trademarks or of any attempt by any other person to use our Trademarks. We can, in our discretion, take any action necessary to protect our Trademarks. We have the right to control any actions involving the Trademarks although you must cooperate fully in those actions. You do not have the right to defend or prosecute on your own any actions involving our Trademarks. We are not required to defend you or indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding involving our Trademarks or if you incur liability in the proceeding. However, we intend to defend or prosecute actions as necessary to protect our Trademarks.

Your right to use our Trademarks is subject to any existing use of the same or similar mark in the area in which you operate your franchise. ~~As a result, you should check local listings to ensure that no conflicting use exists before you sign the Franchise Agreement.~~ We do not know of any superior prior rights or infringing uses that could materially affect your use of our Trademarks.

We can, in our sole and absolute discretion, change our Trademarks, but only in good faith and on a uniform basis for all similarly situated franchisees in a particular market. The Trademarks are of substantial importance in marketing the franchise system, and for that reason, we retain the sole and absolute right to retain or change our Trademarks. If we change our Trademarks, you must make those changes at your expense, and the Franchise Agreement provides you with no other rights or remedies related to the change.

Item 14—PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We do not own any patents that would be material to your Franchise Agreement. We do not have any pending patent applications that are material to your franchise.

We claim copyright protection of our Manuals and similar materials, although these materials are not registered with the United States Registrar of Copyrights.

We will provide you with access to information relating to the System that we considered to be our proprietary information, including, without limitation, (a) Manuals, training methods, operations methods, techniques, processes, policies, procedures, systems, and data; (b) specifications and information about products or services; (c) marketing techniques, knowledge and experience, and marketing and advertising programs used in developing and operating Franchised Businesses, including (without limitation) websites and social media; (d) all information regarding the identities and business transactions of customers and suppliers; (e) the Automation Systems, computer software, and similar technology that is developed by or for Franchisor or our agents, which is proprietary to Franchisor, including, without limitation, digital passwords and identifications and any source code of, and data, reports, and other printed materials generated by, the software or similar technology; (f) knowledge of the operating results and financial performance of other Units; (g) all knowledge, information, reports, data, source code, and documents you acquire or have access to pertaining to services provided by third-party vendors, if any, in connection with any agreements between third-party vendors and us; (h) oral or written communications from us to you relating to the development and operation of the Franchised Business; (i) names, contact information, financial information and other personal information of or relating to the Franchised Business's customers and prospective customers; and (j) other property that we describe as being confidential information or trade secrets of the franchise system.

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
Missouri	2022	0	0	0	0	0	0	0
	2023	0	5	0	0	0	0	5
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
Pennsylvania	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	2	0	0	0	0	2
Tennessee	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	2	0	0	0	0	2
Wisconsin	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
TOTAL	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	20	0	0	0	0	20

Table 4
Status of Company-Owned Businesses
For the years 2021 to 2023

State	Year	Businesses at Start of Year	Businesses Opened	Businesses Reacquired from Franchisee	Businesses Closed	Businesses Sold to Franchisee	Businesses at End of Year
Total	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0

Table 5
Projected Openings As Of December 31, 2023
For Fiscal Year Ending on December 31, 2024

State	Franchise Agreements Signed but Franchised Business Not Opened	Projected New Franchised Businesses in the Next Fiscal Year (2024)	Projected New Company-Owned Businesses in the Next Fiscal Year (2023)
Alabama	0	1	0
Arizona	0	1	0
California	0	3	0
Delaware	0	1	0
Georgia	0	1	0
Florida	2	2	0
Idaho	0	1	0
Florida	2	2	0

State	Franchise Agreements Signed but Franchised Business Not Opened	Projected New Franchised Businesses in the Next Fiscal Year (2024)	Projected New Company-Owned Businesses in the Next Fiscal Year (2023)
Illinois	3	4	0
Indiana	2	2	0
Kansas	1	1	0
Kentucky	0	1	0
Maryland	1	3	0
Michigan	1	2	0
Minnesota	0	3	0
Mississippi	0	1	0
Missouri	1	1	0
Nebraska	0	1	0
New Jersey	0	2	0
New York	0	2	0
North Carolina	0	3	0
South Carolina	0	1	0
South Dakota	1	0	0
Pennsylvania	0	0	0
Tennessee	0	0	0
Texas	3	4	0
Virginia	0	2	0
Wisconsin	0	2	0
Total	1715	4745	0

Current and Former Franchisees. Exhibit I lists the names of all current U.S. franchisees and the addresses and telephone numbers of their franchises as of December 31, 2023. Exhibit J 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 2023, 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.

Confidentiality Agreements. During the last 3 fiscal years, no current or former franchisees have signed confidentiality clauses that restrict them from discussing with you their experiences as a franchisee in our franchise system.

Trademark-Specific Franchisee Organizations. As of the date of this Disclosure Document, there are no trademark-specific franchisee organizations associated with our franchise system.

Item 21—FINANCIAL STATEMENTS

Attached to this Disclosure Document as Exhibit ~~K~~L are (i) the audited financial statements of our direct parent, SM Systems, as of December 31, 2021, December 31, 2022 and December 31, 2023 and (ii) SM Systems' Guaranty of our obligations to you under the Franchise Agreement.

As reflected in Item 1, SM Manager will be providing required support and services to franchisees under a management agreement with us. Also attached to this Disclosure Document as Exhibit ~~K~~L are the audited financial statements of our indirect parent, SM Manager, as of December 31, 2021, December 31, 2022 and December 31, 2023. These financial statements are being provided for disclosure purposes only. SM Manager is not a party to the Franchise Agreement or other agreement we sign with franchisees nor does it guarantee our obligations under the Franchise Agreement or other agreements we sign with franchisees.

Also attached to this Disclosure Document as Exhibit ~~K~~L are the unaudited balance sheets and income statements of SM Systems and SM Manager as of March 31, 2024. These financial statements are unaudited and include, in the opinion of management, normal recurring adjustments necessary to fairly state each company's financial condition as of that date. These financial statements have not been reviewed by an accountant and do not contain any financial statement notes.

Item 22-CONTRACTS

The following contracts are attached to this Franchise Disclosure Document:

Exhibit	Agreement
C	Franchise Agreement <ul style="list-style-type: none"> • Specifics - Exhibit 1 • Obligations and Representations of Individual Interested Parties – Exhibit 2 • Guaranty - Exhibit 3 • Assignment of Telephone Numbers and Internet Tools - Exhibit 4 • Software License Addendum - Exhibit 5 • Automation Systems User Agreement Terms of Use - Exhibit 6
D	Preliminary Approval Agreement
E	Addendum to Franchise Agreement - Renewal
F	Agreement to Provide Optional Services
G	Non-Disclosure and Confidentiality Agreement
H	Addendum to Permit Operation without Office in Marketing Area
I	Addendum – Mod Market Franchise
M	State-Specific Addenda
N	Franchise Termination and Release Agreement (This is a sample of a document that is signed by franchisees transferring their franchises. It contains a sample of the general release you are required to sign if you transfer your franchise.)

Item 23-RECEIPTS

Two copies of a Receipt that acknowledges your receipt of this Franchise Disclosure Document, including all Exhibits, are attached as Exhibit. You must date and sign both copies of the Receipt and deliver one to us and keep the other for your records.

reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise. See NASAA STATEMENT OF POLICY REGARDING THE USE OF FRANCHISE QUESTIONNAIRES AND ACKNOWLEDGMENTS.
<https://www.nasaa.org/wp-content/uploads/2022/11/sop-franchise-questionnaires.pdf>.

9. The Preliminary Approval Agreement may not be signed, and the related reservation fee may not be paid, until at least 14 days after the FDD has been delivered to you.

C. Hawaii Franchise Disclosure Document Addendum

**ADDENDUM TO TWO MEN AND A JUNK TRUCK®
FRANCHISE DISCLOSURE DOCUMENT
FOR USE IN THE STATE OF HAWAII**

The following information applies to franchises and Franchisees subject to the Hawaii statutes. Item numbers correspond to those in the main body:

1. Cover Page

Risk Factors:

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

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

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

REGISTERED AGENT IN THE STATE AUTHORIZED TO RECEIVE SERVICE OF PROCESS:
COMMISSIONER OF SECURITIES OF STATE OF HAWAII, DEPARTMENT OF COMMERCE
AND CONSUMER AFFAIRS, 335 MERCHANT STREET, ROOM 203, HONOLULU, HAWAII
96813.

2. Item 17. The following paragraph is added to the end of Item 17 of the Franchise Disclosure Document:

STATE-SPECIFIC ADDENDA TO AGREEMENTS

A. California Franchise Agreement and Area Development Agreement Addenda

ADDENDUM TO THE TWO MEN AND A JUNK TRUCK® FRANCHISE AGREEMENT AND AREA DEVELOPMENT AGREEMENT FOR USE IN THE STATE OF CALIFORNIA

THIS ADDENDUM is made this _____ day of _____, 20____ and modifies a Franchise Agreement of this date (the "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. In recognition of the requirements of the California Franchise Investment Law, the Franchise Agreement and Area Development Agreement are amended as follows:

- (1) For franchisees operating outlets located in California, the California Franchise Investment Law and the California Franchise Relations Act will apply regardless of the choice of law or dispute resolution venue stated elsewhere. Any language in the Franchise Agreement, Area Development Agreement, or any amendment thereto or any agreement to the contrary is superseded by this condition.
- (2) The Franchise Agreement and Area Development Agreement contain a covenant not to compete which extends beyond the termination of the franchise. A contract that restrains a former franchisee from engaging in a lawful trade or business is to that extent void under California Business and Professions Code Section 16600.

B. Each provision of this Addendum will be effective only to the extent that the jurisdictional requirements of the California Franchise Investment Law are met independently of this Addendum. To the extent this Addendum is inconsistent with any terms or conditions of the Franchise Agreement or the Area Development Agreement or the exhibits or attachments to the Franchise Agreement or Area Development Agreement, the terms of this Addendum will govern.

FRANCHISOR:
TWO MEN AND A TRUCK SPE LLC

FRANCHISEE:

By: _____
Randy Shacka, Brand President

By: _____
Name/Title: _____

B. **A. Hawaii Franchise Agreement Addendum**

**ADDENDUM TO THE TWO MEN AND A JUNK TRUCK® FRANCHISE AGREEMENT
FOR USE IN THE STATE OF HAWAII**

THIS ADDENDUM is made this ____ day of _____, 20__ and modifies a Franchise Agreement of this date (the “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 _____ (“Franchisee”).
with its principal office at _____ (“Franchisee”).

A. In recognition of the requirements of the Hawaii Franchise Investment Law, Hawaii Revised Statutes, Title 26, Chapter 482E et seq., the Franchise Agreement is amended as follows:

(1) The acknowledgements in Section 11.19 of the Franchise Agreement are hereby deleted.

B. Each provision of this Addendum will be effective only to the extent that the jurisdictional requirements of the Hawaii Franchise Investment Law are met independently of this Addendum. To the extent this Addendum is inconsistent with any terms or conditions of the Franchise Agreement or the exhibits or attachments to the Franchise Agreement, the terms of this Addendum will govern.

FRANCHISOR:
TWO MEN AND A TRUCK SPE LLC

FRANCHISEE:

By: _____
Randy Shacka, President

By: _____
Name/Title: _____

C. ~~B.~~ Illinois Franchise Agreement and Area Development Agreement Addenda

**ADDENDUM TO THE TWO MEN AND A JUNK TRUCK® FRANCHISE AGREEMENT
FOR USE IN THE STATE OF ILLINOIS**

THIS ADDENDUM is made this ____ day of _____, 20____ and modifies a Franchise Agreement of this date entered into by **TWO MEN AND A TRUCK 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. Termination. Subsections (a), (i), and (k) in Section 5.5 of the Franchise Agreement are removed from Section 5 and are added to Section 5.6, as Subsections (h), (i), and (j).

B. Applicable Law and Jurisdiction. Section 5.1 of the Franchise Agreement is deleted and replaced with the following:

Illinois law governs the Franchise Agreement.

Any provision in the Franchise Agreement that designates jurisdiction or venue outside the State of Illinois is void. However, the Franchise Agreement may provide for arbitration in a venue outside of Illinois. 815 ILCS 705/4 (West 2012).

Any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act, or any other law of Illinois is void. 815 ILCS 704/41 (West 2012).

Franchisee’s rights upon termination and non-renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

FRANCHISOR:
TWO MEN AND A TRUCK SPE LLC

FRANCHISEE:

By: _____
Randy Shacka, President

By: _____
Name/Title: _____

D. **Indiana Franchise Agreement Addendum**

**ADDENDUM TO TWO MEN AND A JUNK TRUCK® FRANCHISE AGREEMENT
FOR USE IN INDIANA**

THIS ADDENDUM is made this ____ day of _____, 20____ and modifies a Franchise Agreement of this date entered into by **TWO MEN AND A TRUCK 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. Marketing Area. Section 1.11 of the Franchise Agreement is amended by adding the following language:

“Franchisor will not operate or license others to operate during the term of this Agreement, a similar business within the Marketing Area whether or not the business is operated under **TWO MEN AND A JUNK TRUCK®** marks.”

B. Supplier Requirements. Section 2.4 of the Franchise Agreement is amended by adding the following:

“If, and to the extent, the requirement for Franchisee to purchase products from a Designated Supplier is unlawful under Indiana Law, that requirement will be void (to the extent unlawful) and Franchisee must purchase those products in accordance with Franchisor’s specifications and only from Approved Suppliers.”

C. Restrictions on Competition. Section 8.2(b) of Franchise Agreement is amended by adding the following:

“The post-term covenant not to compete will only apply to Franchisee’s Marketing Area.”

D. Release on Transfer. Section 7.2(f) is amended to read as follows:

“The Franchisee must sign an agreement terminating this Agreement and releasing any and all claims against the Franchisor, the Franchisor’s officers, directors, agents, and employees, arising out of or related to this Agreement, except it will not release those claims arising under the Indiana Deceptive Franchise Practices Law, Indiana Code 23-2-2.7., unless otherwise allowed by Indiana law. The release shall contain such language and be of the form chosen by the Franchisor.”

E. Law and Jurisdiction. Section 10.1 of the Franchise Agreement is amended by adding the following at the end of that section:

“Notwithstanding the foregoing, the Indiana Franchise Law (Indiana Code 23-2-2.5 and 23-2-2.7) will control where applicable.”

E. ~~D.~~ Maryland Franchise Agreement Addendum

**ADDENDUM TO TWO MEN AND A TRUCK SPE LLC
FRANCHISE AGREEMENT FOR USE IN MARYLAND**

THIS ADDENDUM is made the ____ day of _____, 20____, and modifies a Franchise Agreement of the same date entered into between **TWO MEN AND A TRUCK SPE LLC**, a Delaware limited liability company, located at 3400 Belle Chase Way, Lansing, MI 48911-4251 (hereinafter referred to as “Franchisor”), and _____ with its principal office at _____ (hereinafter referred to as “Franchisee”).

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, Annotated Code of Maryland, Article-Business Regulation, Title 14, §§ 14-201 to 14-233, the parties agree as follows:

1. Acknowledgements of Franchisee. The Franchise Agreement is amended by adding the following Section:

The representations in this Agreement are not intended to and will not act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

2. Initial Fee Deferral. Section 4.1.1 of the Franchise Agreement is amended by the addition of the following language:

Based on the Franchisor’s financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by Franchisee shall be deferred until Franchisor completes its pre-opening obligations under the Agreement.

3. Release on Renewal. Section 5.1 of the Franchise Agreement is amended to add the following:

Any release Franchisee is required to sign as a condition of renewal will except claims arising under the Maryland Franchise and Disclosure Law.

4. Release on Transfer. Section 7.2(f) of the Franchise Agreement is amended to add the following:

Any release Franchisee is required to sign as a condition of transfer will except claims arising under the Maryland Franchise and Disclosure Law.

5. Choice of Law; Jurisdiction and Venue. Section 10.3(c) of the Franchise Agreement is amended by adding the following:

Notwithstanding anything to the contrary in this Section, Franchisee may bring a claim against Franchisor under the Maryland Franchise Registration and Disclosure Law in any Court of competent jurisdiction in the State of Maryland.

6. Limitations of Claims. Section 10.7 of the Franchise Agreement is amended by adding the following:

F. **~~E.~~ Minnesota Franchise Agreement Addendum**

**ADDENDUM TO TWO MEN AND A TRUCK SPE LLC
FRANCHISE AGREEMENT FOR USE IN MINNESOTA**

THIS ADDENDUM is made the ____ day of _____, 20____, and modifies a Franchise Agreement of the same date entered into between **TWO MEN AND A TRUCK SPE LLC**, a Delaware limited liability company, located at 3400 Belle Chase Way, Lansing, MI 48911-4251 (hereinafter referred to as “Franchisor”), and _____ with its principal office at _____ (hereinafter referred to as “Franchisee”).

1. **NSF and Interest.** Section 4.8 of the Franchise Agreement is amended by adding the following:

Notwithstanding the foregoing, NSF checks and related interest and attorneys’ fees are governed by Minnesota Statute § 604.113, which puts a cap of \$30 on initial service charges and requires notice and opportunity to cure prior to assessing interest and attorneys’ fees.

2. **Notices of Termination and Non-Renewal; Consent to Transfer.** With respect to franchises governed by Minnesota law, Franchisor will comply with Minn. Stat. § 80C.14, subd. 3-5, which require good cause for termination or non-renewal and, except in certain specified cases, (i) that a franchisee be given 90 days’ notice of termination (with 60 days to cure) and 180 days’ notice for non-renewal of the franchise agreement and (ii) that consent to the transfer of the franchise will not be unreasonably withheld.

3. **Dispute Resolution and Liquidated Damages.** Minnesota Stat. § 80C.21 and Minnesota Rules 2860.4400(J) prohibit Franchisor from: (i) requiring litigation to be conducted outside Minnesota; (ii) requiring waiver of a jury trial; and (iii) requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. Nothing in this Agreement can abrogate or reduce (a) any of the franchisee’s rights as provided for in Minnesota Franchise Act or (b) franchisee’s rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

4. **Protection of Right to Use Trademark.** Section 2.3 of the Franchise Agreement is amended by adding the following:

The Minnesota Department of Commerce requires that the Franchisor indemnify Minnesota franchisees against liability to third parties resulting from claims by third parties that the Franchisee’s use of the Franchisor’s trademark infringes trademark rights of the third party. Franchisor does not indemnify against the consequences of Franchisee’s use of the Franchisor’s trademark except in accordance with the requirements of the franchise, and, as a condition to indemnification, Franchisee must provide notice to Franchisor of any such claim within ten (10) days and tender the defense of the claim to Franchisor. If Franchisor accepts the tender of defense, Franchisor has the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.

5. **Releases.** Section 5.1(j) and 7.2(f) of the Franchise Agreement are amended by adding the following:

Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a release that would relieve any person from liability imposed by Minnesota Statutes, Chapter 80C.

Accordingly, any release signed by Franchisee will exclude such claims as Franchisee may have under the Minnesota Franchises Law and the Rules and Regulations promulgated by the Commissioner of Commerce.

6. Injunctive Relief. Section 10.3(b) of the Franchise Agreement is amended to add the following:

Notwithstanding the foregoing, Franchisee shall not be required to consent to Franchisor obtaining injunctive relief, but Franchisor shall have the right to seek injunctive relief as set forth in this Section. The franchisee cannot be required to consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400(J). Also, a court will determine if a bond is required.

7. Limitation on Claims. Section 10.7 of the Franchise Agreement is amended to add:

This Section 10.7 shall be revised to the extent necessary to comply with Minnesota Stat. § 80C.17, subd. 5.

8. Reasonableness. Minnesota Rules 2860.4400(G) prohibits a franchisor from imposing on a franchisee by contract or rule, whether written or oral, any standard of conduct that is unreasonable.

9. No Waiver or Disclaimer of Reliance. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with this franchise.

10. Liquidated Damages. Minnesota Rules 2860.4400(J) prohibits a franchisor from requiring franchisees to consent to liquidated damages. All references to assessing, imposing, incurring, or paying liquidated damages in the Franchise Agreement are deleted.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the written above.

FRANCHISOR:
TWO MEN AND A TRUCK SPE LLC

FRANCHISEE:

By: _____
Randy Shacka, President

By: _____
Name/Title: _____

G. ~~**F.**~~

H. **G. North Dakota Franchise Agreement Addenda**

**ADDENDUM TO THE TWO MEN AND A TRUCK SPE LLC FRANCHISE AGREEMENT
FOR USE IN THE STATE OF NORTH DAKOTA**

THIS ADDENDUM is made this _____ day of _____, 20____ and modifies a Franchise Agreement of this date entered into by **TWO MEN AND A TRUCK 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”).

In recognition of the requirements of the North Dakota Franchise Investment Law, Chapter 51-19 of the North Dakota Century Code, the parties agree as follows:

1. THE SECURITIES COMMISSIONER HAS HELD THE FOLLOWING TO BE UNFAIR, UNJUST OR INEQUITABLE TO NORTH DAKOTA FRANCHISEES (SECTION 51-19-09, N.D.C.C.):

(a) Restrictive Covenants: Franchise Disclosure Documents which disclose the existence of covenants restricting competition contrary to Section 9-08-06, N.D.C.C., without further disclosing that such covenants will be subject to the statute.

(b) Situs of Arbitration Proceedings: Franchise agreements providing that the parties must agree to the arbitration of disputes at a location that is remote from the site of the franchisee’s business.

(c) Restrictions on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

(d) Liquidated Damages and Termination Penalties: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

(e) Applicable Laws: Franchise agreements, which specify that they are to be governed by the laws of a state other than North Dakota.

(f) Waiver of Trial by Jury: Requiring North Dakota franchises to consent to a waiver of a trial by jury.

(g) Waiver of Exemplary and Punitive Damages: Requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.

(h) General Release: Franchise agreements that require the franchisee to sign a general release on renewal of the franchise agreement.

(i) Limitation of Claims: Franchise Agreements that require the franchisee to consent to a limitation of claims. The statute of limitations under North Dakota law applies.

(j) Enforcement of Agreement: Franchise Agreements that require the franchisee to pay all costs and expenses incurred by the franchisor in enforcing the agreement. The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorneys’ fees.