COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
400 NORTH ST, HARRISBURG, PA 17120

IN REPLY PLEASE
REFER TO OUR FILE

January 16, 2020

Docket No. A-2020-3016028

ON THE GO MOVERS INC
T/A TWO MEN AND A TRUCK
10228 GOVERNOR LANE BLVD SUITE 3011
WILLIAMSPORT MD 21795

RECEIVED
JAN 27 2020
PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

RE: A-2020-3016028 – Application of ON THE GO MOVERS, INC., T/A TWO MEN AND A TRUCK 0554, for the right to begin to transport, as a common carrier, for Household Goods in Use Service.

To Whom It May Concern:

On January 10, 2020, the applicant of ON THE GO MOVERS, INC., T/A TWO MEN AND A TRUCK 0554, was accepted by the Commission; however, multiple issues must be addressed before publication to the Pennsylvania Bulletin may proceed. Please review page three of this correspondence for additional information and respond appropriately.

Please forward the information to the Secretary of the Commission at the following address **within ten (10) working days** from the date of this letter.

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

Your answers should be verified per 52 Pa Code § 1.36. Accordingly, you must provide the following statement with your responses:

I, Robert K. Simpson, hereby state that the facts above set forth are true and correct to the best of my knowledge, information and belief, and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa.C.S. § 4904 (relating to unsworn falsification to authorities).

The blank should be filled in with the name of the appropriate company representative, and the signature of that representative should follow the statement.

Robert K. Simpson, I'm 100% shareholder and President of On The Go Movers Inc. My relationship with TWO MEN AND A TRUCK began on May 8, 2018. I attended a corporate sponsored fall expo in Lansing, MI on September 2018. During this visit I was introduced to the TMT corporate executives who spent an hour with me for a Q&A session. Also during that trip I spent one hour with ten current franchisees at a roundtable meeting. In March 2019 I spent a week back in Lansing, MI to train in corporate's Franchise Essentials classes. In April 2019 I spent another week of training at corporate for "Gearing Up" training. On June 11, 2019 I signed the final Franchise Agreement. Since opening we have done 173 moves with a referral rate of 97.3%. On 11/7/2019 I passed my New Entrant Safety Audit with the state of MD allowing On The Go Movers Inc to continue to operate under DOT regulations.

RECEIVED

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

In lieu of a full two years of household goods mover experience I would like to request that my past trucking experience be considered as helping me meet the criteria. I, Robert K. Simpson graduated from the Diesel Institute of America in 1992 getting my class A CDL license. I spent my first two years as a company driver for DM Bowman Inc out of Williamsport, MD. Duties were driving a semi tractor trailer hauling dry van, flatbed, liquid tanker, and refrigerated units. I was tasked with securing the loads for safe travels and damage free unloads. In 1995 I bought my first semi tractor and leased it on with Central Transport Inc out of Hagerstown, MD. I spent four years there running my own route delivering to customers in year around weather. I went to Fed Ex Ground in 2000 as a single tractor owner operator in hopes of adding more tractors to my fleet, Fed Ex was my best opportunity to expand my business. In 2003 I formed an S Corporation named RKS Inc, I'm 100% shareholder and president. I'm currently still with Fed Ex Ground but now I have a total of three tractors, three drivers running three dedicated routes which I own. My current role with Fed Ex Ground is to fill in as a part time driver for vacation and sick days. I'm responsible for all truck maintenance, driver files, payroll, tax obligations, and maintaining a safe work environment. I work directly with dispatchers to ensure my routes are run safely and on time. I have 28 years in the trucking industry as both an owner-manager and as a driver. I'm proud to say that all these years have been done accident free.

- Copy of Original -

COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
400 NORTH STREET, HARRISBURG, PA 17120

IN REPLY PLEASE REFER TO OUR FILE

January 16, 2020

A-8922908
A-2020-3016030
DOT 3276561

ON THE GO MOVERS INC
T/A TWO MEN AND A TRUCK 0554
10228 GOVERNOR LANE BLVD SUITE 3011
WILLIAMSPORT MD 21795

RECEIVED
JAN 27 2020
PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Re: Application of On The Go Movers Inc t/a Two Men and a Truck 0554, 10228 Governor Lane Blvd., Suite 3011, Williamsport, MD 21795. 240-366-4110

To Whom It May Concern:

Your application has been reviewed and it has been determined that a certificate of public convenience with **PUC No. A-8922908** shall issue only upon compliance; Therefore,

YOU ARE ADVISED to contact your insurance agent/broker so that the required evidence of permanent insurance will be filed with this Commission.

A certificate of public convenience will be issued UPON THE FILING OF PERMANENT PROOF OF INSURANCE and compliance with any other provision of this letter:

a. An acceptable **Form E**, as evidence of bodily injury and property damage liability insurance.
Your insurance company must file a Form E with the exact name of the applicant as it appears on this Letter – **SHUNPIKE ENTERPRISE LLC**. You should also advise your insurance company to place the following numbers at the top of your insurance form: **A-2020-3016030 and A-8922908.**

b. An acceptable Form H, as evidence of cargo liability insurance; **or** an acceptable **cargo waiver**. Your insurance company must file a Form H with the exact name of the applicant as it appears on this Letter – **SHUNPIKE ENTERPRISE LLC**. You should also advise your insurance company to place the following

A-2020-3016030 A-8922908

ONTHEGO-07 LFAZZINA

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/22/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Hollis D. Segur Inc.
156 Knotter Drive
Cheshire, CT 06410

CONTACT NAME: Rosemary Bisaillon
PHONE (A/C, No, Ext): (203) 699-4500 FAX (A/C, No):
E-MAIL ADDRESS: rmb@hdsegur.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Protective Insurance Company	12416
INSURER B: Granite State Insurance Company	23809
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
On The Go Movers Inc. DBA Two Men and A truck
7115 University Road
Keedysville, MD 21756

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY; CLAIMS-MADE; X OCCUR; GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY; PRO-JECT; LOC; OTHER:			MC000000415	5/22/2019	5/22/2020	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY; X ANY AUTO; OWNED AUTOS ONLY; SCHEDULED AUTOS; X HIRED AUTOS ONLY; X NON-OWNED AUTOS ONLY			MC000000415	5/22/2019	5/22/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB; OCCUR; EXCESS LIAB; CLAIMS-MADE; DED; RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N; ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH); If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE; OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Motor Truck Cargo			02LXS0603704560	5/22/2019	5/22/2020	$50,000	100,000
B	Warehouse Legal			02LXS0603704560	5/22/2019	5/22/2020	DED $1000	50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
EMPLOYEE THEFT (BLKT): GRANITE STATE INS. CO. 02LXS0603704560 EFF 5/22/19 TO 5/22/20
COVERAGE: $100,000 DED $1000
EPLOYEE THEFT (CLIENTS PROP) $75,000 DED $1000

MOTOR TRUCK CARGO DED $1000
WESCO INSURANCE COMPANY: POL#02LXS0603704560 EFF 5/22/19 TO 5/22/20

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

Commonwealth of Pennsylvania
Pennsylvania Public Utility Commission
400 North Street
Harrisburg, PA 17120

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Lorraine Fazzina

A-2020-3016030 A-8922908

AGENCY CUSTOMER ID: ONTHEGO-07 LFAZZINA

LOC #: 1

ACORD

ADDITIONAL REMARKS SCHEDULE

AGENCY Hollis D. Segur Inc.		NAMED INSURED On The Go Movers Inc. DBA Two Men and A truck 7115 University Road Keedysville, MD 21756
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
HIRED CAR PD POL# MC000000415 EFF 5/22/19 TO 5/22/20: ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS FOR EACH COVERED AUTO WITH A $175,000 COVERAGE LIMIT.

BUSINESS PERSONAL PROPERTY: GRANITE STATE INSURANCE CO. POL#02LXS0603704560 EFF 5/22/19 TO 5/22/20 - LIMIT $10,000

EMPLOYMENT PRACTICES: USLI POL#EPL1570141; EFF 8/23/19 TO 8/23/20
LIMIT $1,000,000

Evidence of Insurance

RECEIVED
JAN 27 2020
PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

#0554 Frederick, MD

TWO MEN AND A TRUCK®

"Movers Who Care®"

FRANCHISE AGREEMENT

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

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

INTRODUCTION

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

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

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

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

ARTICLE I–BENEFITS FRANCHISEE ACQUIRES

1. Marketing Area.

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

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

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

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

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

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

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

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

2. License to Use System.

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

3. License to Use Marks.

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

Trademark	**Application or Registration Number**	**Application or Registration Date**	**Comments**
A MOVE TO BE PROUD OF	87-641,972	10/11/2017	Pending
ACROSS TOWN OR ACROSS THE COUNTRY	5,159,222	3/14/2017	
Logo (stick men in truck)	2,217,107	1/12/1999	
MINI MOVER MANIA	87-620,655	9/25/2017	Pending
MOVE HERO	87-498,958	6/21/2017	Pending
MOVERS FOR MEALS	87-537,434	7/21/2017	Published
MOVERS FOR MILITARY	87-537,360	7/21/2017	Pending
MOVERS FOR MOMS	3,858,506	10/5/2010	Registered on Supplemental Register
MOVERS FOR MUTTS	87-537,401	7/21/2017	Published
MOVERS WHO CARE	1,915,497	8/29/1995	
MOVING PEOPLE FORWARD	4,357,012	6/25/2013	
STICK MEN UNIVERSITY	2,323,802	2/29/2000	
THE GRANDMA RULE	2,946,487	5/3/2005	
TRUCKLOAD OF WARMTH®	5,366,608	12/26/2017	Registered on Supplemental Register
TWO MEN AND A TRUCK and Logo (stick men in truck)	1,953,964	2/6/1996	
TWO MEN AND A TRUCK and Logo (stick men in truck)	3,006,815	10/18/2005	
TWO MEN AND A TRUCK and Logo (stick men in truck) TWO MEN AND A TRUCK	4,340,843	5/28/2013	

Initials RKS KS

Trademark	Application or Registration Number	Application or Registration Date	Comments
TWO MEN AND A TRUCK INTERNATIONAL and Logo (stick men in truck on globe)	4,400,204	9/10/2013	
TWO MEN AND A TRUCK	2,020,083	12/3/1996	
TWO MEN AND A TRUCK	3,006,814	10/18/2005	
TWO MEN AND A TRUCK	4,340,844	5/28/2013	
VALUE FLEX	5,159,221	3/14/2017	
WE MOVE PEOPLE FORWARD	4,499,329	3/18/2014	

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

4. Limits on License.

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

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

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

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

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

5. Initial and Ongoing Training.

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

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

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

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

6. Training and Performance Improvement Requirements.

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

- Failing to meet the Minimum Performance Requirements;
- Suffering a below franchise system average growth rate;
- Failing to comply with paperwork procedures;
- Failing to adhere to OSHA Safety and FMCSA Regulatory compliance requirements and other legal requirements relating to the Franchise Business;
- Failing to properly control risk or meet loss, safety, and other risk benchmarks specified by Home Office;
- Failing to meet operations, signage, or truck requirements;
- Failing to meet systems benchmarks;
- Failing to maintain financials according to generally accepted accounting principles (GAAP);
- Substandard mystery shop performance;
- Customer satisfaction and referral rates that are below the franchise system averages, or other customer service issues;
- Financial health concerns;
- Behavior damaging to the **TWO MEN AND A TRUCK®** brand;
- Failing to adhere to the **TWO MEN AND A TRUCK®** core values;
- Failing to maintain accurate and timely operating system data;

- Failing to comply with policies and procedures or to meet benchmarks specified by Home Office relating to National Accounts or National Programs;
- Failing to follow the marketing best practices as outlined in the playbook developed by Home Office;
- Failing to timely report financial information as required in the Manuals;
- Failing to follow sales standard operating procedures as outlined by Home Office;
- *Failing to follow the training procedures as outlined by Home Office;*
- Failing to follow customer service procedures as outlined by Home Office; and
- Performance in multiple areas that is below expectations, none of which on its own is unsatisfactory, but the combination of which results in a determination by Home Office that the Franchise Business is performing unsatisfactorily.

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

7. On-Going Support; Annual Meeting.

At Franchisee's request, Home Office will provide the services of appropriate Home Office staff to assist and counsel Franchisee during the operation of the Franchise Business. A representative of Franchisee must attend the Annual Meeting at least once every two years unless Home Office approves attendance at an alternative training program or other event. Home Office recommends that Franchisee send one or more representatives to the Front Line Annual Meeting at least once every two years unless Home Office specifies other optional training or events. Franchisee is responsible for all expenses incurred for attending and having its employees attend the annual meetings and all other approved meetings, including registration fees, when applicable.

8. Assistance.

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

9. Additional Franchises.

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

ARTICLE II–FRANCHISEE'S AGREEMENTS

1. Compliance with Applicable Law.

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

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

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

(b) Performing Audits, Inspections and Other Investigations. Franchisee agrees that Home Office or its representatives or third-party agents May perform audits, inspections, and other investigations of all aspects of Franchisee's business, including Franchisee's operations, internal controls and processes, training records and logs, business locations, vehicles, employees, books, records, tax returns, DOT driver log records, CSA pin or login numbers, call recordings, loss ratios, compliance safety and accountability records and assessments, motor vehicle records, other safety records, and any other records. These audits, inspections and other investigations May take place from time to time during normal business

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hours and May include examining and making copies of Franchisee's records, requesting Franchisee to provide data electronically, accessing data directly from the Automation Systems (defined in Article II, Section 10), and interviewing Franchisee's employees and customers. Home Office's requests for information May be made on a random basis or on a regular basis, in Home Office's sole discretion, and Franchisee agrees to cooperate with all requests in a timely manner. If Franchisee and its affiliates have franchises for more than one marketing area, Home Office May audit Franchisee's and its affiliates' business records for any of the marketing areas to determine if moves have been shifted from one franchise to another to meet performance requirements, win awards, or to otherwise gain improper advantage, and for any other business reason that Home Office deems appropriate.

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

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

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

Franchisee must fully develop the Franchise Business in accordance with Home Office's policies and specifications. Franchisee must construct and/or improve the Franchise Location in compliance with Home Office's specifications, including but not limited to specifications for exterior design, materials, interior layout, equipment, fixtures, furniture, signs and decorating. Franchisee must have prepared and submit to Home Office for approval a site and building plans. Franchisor must approve all drawings, plans and specifications relating to the design, construction and/or improvement of the Franchise Location before construction and/or remodeling of the approved location begins. Franchisee must purchase or lease, prior to opening the Franchise Business, and maintain and/or acquire at all times thereafter, all equipment, phones, computer hardware and software, fixtures, signs, inventory, supplies, and other goods or services Home Office specifies for use in the Franchise Business,

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including at least two or three moving trucks that display Home Office's **TWO MEN AND A TRUCK®** Mark and other Marks. Franchisee must also perform the other pre–opening obligations specified in the **TWO MEN AND A TRUCK®** Manuals (defined in Article II, Section 8). Home Office will have the right to inspect and approve the Franchise Location before Franchisee opens the Franchise Business to make sure Home Office's specifications have been followed. If Home Office determines that its specifications have not been followed, Franchisee must resolve any issues to the satisfaction of Home Office before opening the Franchise Business. Franchisee must not open the Franchise Business until Franchisor has inspected and approved the development of the Franchise Location. Franchisee May be required to agree to obtain additional moving trucks within a specified time period after opening. This obligation will be agreed to by the parties at the time of the signing of this Agreement. Franchisee acknowledges and agrees that the equipment that Franchisee May be required to obtain May not be uniformly imposed on all franchisees. Differences in required equipment May be based on the Franchisee's experience, the demographics of the Marketing Area, the density of the population, whether the area is a metro area, and other reasonable factors.

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

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

4. Products and Services; Credit Card Payment.

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

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

(b) Credit Card Payment; PCI Compliance. Franchisee must make available at its Franchise Location credit card services that enable all customers to pay for Approved Services with a valid credit card, so long as the credit card has sufficient credit to cover payment of the Approved Services. Franchisee must not charge an additional fee or a different price for Approved Services if the customer pays with a valid credit card. Franchisee must comply with the Payment Card Industry ("PCI") Data Security Standard ("DSS") Requirements and Security Assessment Procedures and other applicable PCI requirements ("PCI Requirements") in connection with the Franchise Business. It is Franchisee's responsibility to research and understand the PCI Requirements and to ensure that its business policies and practices comply with the PCI Requirements. Although Home Office May provide advice and/or specify or provide POS Systems or business software, Home Office does not represent or warrant that those systems or software comply with the PCI Requirements and it will be the sole responsibility of Franchisee to ensure that its business practices comply with the PCI Requirements. As an aide in fulfilling its responsibility regarding PCI compliance, Franchisee must use the services of a PCI Compliance vendor designated by Home Office. Franchisee must register with the PCI Compliance vendor within 30 days of signing this Agreement.

5. Source of Supply.

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

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

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

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

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

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

6. Maintenance; Refurbishing; Alterations.

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

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

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

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

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

At a minimum, such policies must include the following:

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

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

(iii) Cargo insurance coverage - in addition to insurance coverage for damage or loss to the cargo while it is being moved, there must be coverage while items are being loaded and unloaded or otherwise in the possession of Franchisee.

The minimum cargo insurance coverage must be the greater of $50,000 per truck or container or the value stated in the bill of lading, regardless of the size of the truck or container;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. Operating Standards/Manuals.

(a) Definition of Manuals. For purposes of this Agreement, the **TWO MEN AND A TRUCK®** Manuals ("Manuals") include, but are not limited to, the manuals entitled All About Policies, All About Accounting, All about Movers Who Care, All About Forms, All About Trucks and Equipment, All About Risk Management, All About Sales, All About Marketing, All About Reports, All About People, All About Operations, and all other written, electronic, video, and audio recorded policies, procedures, techniques, memos, bulletins, newsletter, forms, guidelines, and other materials prepared by Home Office in connection with the System or to assist Franchisee in the operation of the Franchise Business.

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

(c) Obligation to Comply with All Company Policies and Procedures; Confidentiality of Manuals. To preserve and enhance the reputation and the goodwill associated with the System and Marks and to maintain uniform standards of operations throughout the entire franchise system, Franchisee must comply with all lawful policies and procedures Home Office specifies from time to time in connection with the operation of the Franchise Business, even if Franchisee believes the policies and/or procedures as originally issued or subsequently modified, are not in the best interests of the System. These policies and procedures are contained in the Manuals. Franchisee will be given access to the currently existing Manuals after execution of this Agreement via Home Office's Automation Systems (see Article II, Section 10) and/or in another manner specified by Home Office. Franchisee will be given access to applicable modifications or additions to the Manuals as they become available via the Automation Systems and/or in another manner specified by Home Office.

The Manuals remain Home Office's confidential property, must not be duplicated by Franchisee, and must be returned to Home Office upon termination or expiration of this Agreement, or the transfer of Franchisee's Unit. Franchisee must at all times ensure that its copies of the Manuals are kept current and up–to–date. If any dispute arises as to the contents of the Manuals, the contents of the master copies of the Manuals maintained by Home Office will control.

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

9. Personal Supervision and Management of Franchise Business.

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

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

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

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

Agreement, entitling Home Office to any and all remedies authorized under this Agreement, up to and including termination.

10. Automation Systems; Computer Systems; Centralized Email; Prohibition of Certain Telephone Technology.

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

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

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

THE AUTOMATION SYSTEMS AND ITS CONTENT ARE PROVIDED "AS-IS'. HOME OFFICE AND ITS AGENTS AND LICENSORS DISCLAIM ANY AND ALL WARRANTIES RELATING TO THE AUTOMATION SYSTEMS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, REGARDING ANY SUCH CONTENT AND FRANCHISEE'S ABILITY OR INABILITY TO USE THE AUTOMATION SYSTEMS AND THEIR CONTENT. HOME OFFICE DOES NOT WARRANT THAT THE USE OF THE AUTOMATION SYSTEMS WILL SATISFY OF ENSURE FRANCHISEE'S

COMPLIANCE WITH ANY LEGAL OBLIGATION, LAWS, OR REGULATIONS, INCLUDING INCOME, PAYROLL, SALES TAX, AND OTHER LAWS. FRANCHISEE ACKNOWLEDGES THAT IT IS RESPONSIBLE FOR AND IS NOT RELAYING ON HOME OFFICE OR THE AUTOMATION SYSTEMS FOR COMPLIANCE WITH APPLICABLE LAW.

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

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

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

(d) Home Office Access to and Use of Information. Home Office will have the right to independently access sales information and other data produced by the Automation Systems and there are no contractual limitations on Home Office's right to access and use that information and data, even if the data is maintained by a third party. Franchisee must provide

Home Office access to the information on the Automation Systems in the manner specified by Home Office and must supply Home Office with any and all security codes necessary to obtain such access. Franchisee agrees that Home Office will not be liable to Franchisee for any claims, losses, or damages arising from or related to Home Office's access to or use of the information and other data produced by the Automation Systems, including but not limited to any errors or omissions in the information and other data obtained by Home Office or in the information and other data shared by Home Office with third parties (including other franchisees or prospective franchisees). Franchisee waives and releases Home Office from any such liability.

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

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

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

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

11. Franchisee Councils.

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

12. Sales and Advertising Requirements and Limitations.

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

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

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

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

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

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

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

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

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

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

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

(g) Information Required in Advertising. Except for advertising displayed on Franchisee's moving vehicles, Franchisee must describe its Franchise Location in all

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advertising by indicating, at a minimum, the city, township, or other municipal unit in which the Franchise Location is located. Franchisee must also include the state, if necessary to avoid confusion, to identify the Franchise Location. For example, if Franchisee is located near a state border, then the state in which the Franchise Location is located must ordinarily be included in the advertising.

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

(i) Cooperative Advertising. Home Office May require Franchisee to participate in joint or cooperative advertising with other franchisees in accordance with Home Office's advertising/marketing policies. Also, Home Office will have the power to require advertising cooperatives to be formed, changed, dissolved, and merged. Home Office May require Franchisee to join, maintain a membership in and abide by the governing instrument or rules of an advertising cooperative if one is formed for an area that includes the Franchise Business. The structure of the cooperative as well as the original governing instrument of the cooperative and any changes to that instrument, must be approved by Home Office. The cooperative cannot modify the terms of this Agreement, but May require Franchisee to make contributions to the cooperative in addition to any advertising fund contributions the Franchisee is required to make to Home Office. These fees will not exceed 1% of Gross Sales (or the amount specified for a "new franchise" as described in Article II, Section 12(b)) unless all of the members of the cooperative agree to a higher rate. Amounts spent for cooperative advertising will count toward a Franchisee's required local advertising/marketing expenditures. Home Office May, in its sole discretion, agree to assist in accounting or administration of cooperative advertising, but Home Office will have the right to charge a fee for those services. Advertising placed through a cooperative advertising group that includes advertising of all cooperative members' businesses May be placed anywhere within any cooperative member's marketing area, provided such arrangement is approved by the cooperative and does not violate the terms of a cooperative member's Franchise Agreement who does not approve the advertising. Neither Franchisee, nor any cooperative advertising group that Franchisee May join, has authority to place telephone directory or Internet directory advertising.

(j) General Limitations on Advertising and Marketing. Franchisee May not authorize advertising or advertise outside the Marketing Area as described in Home Office's policies.

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

(l) Compliance With Home Office Advertising Policies. Franchisee must comply fully with all advertising and marketing policies specified by Home Office. Home Office'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 the "Truckie" mascot.

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

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

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

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

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

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

13. Persons with Ownership or Other Beneficial Interests in Franchisee.

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

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

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

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

14. Employee Agreements.

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

15. Information to Home Office; Reports and Records.

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

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

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

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

(e) Operational Information. Franchisee agrees to provide to Home Office, as and when requested, operational information relating to the Franchise Business, whether of a

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financial nature or otherwise, including but not limited to: business organizational charts; corporate or company organizational charts; information on all management employees; federal and state operating authorities, and all changes and additions to the operating authorities.

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

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

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

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

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

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

17. Notices of Lawsuits and Other Matters.

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

18. Disputes Arising With Third-Parties.

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

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

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

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

19. Supplemental Exhibits and Agreements.

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

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

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

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

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

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

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

20. Name Change or Discontinuance.

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

21. Minimum Performance Requirements.

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

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

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

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

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

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

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

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

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

22. Maintaining Confidentiality of All Franchisees' Financial Information.

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

23. Affiliates of Franchisee Involved in the Franchise Business.

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

24. Participation in Call Center.

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

25. National Accounts and National Programs.

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

ARTICLE III–PROTECTION OF THE FRANCHISE SYSTEM

1. Description and Ownership of Marks.

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

(b) Home Office's Right to Change, Add or Delete Marks. Home Office will have the right at any time, upon notice to Franchisee, to make additions to, deletions from, and changes to any and/or all of the Marks. Home Office will make such additions, deletions, and/or changes in its sole discretion, because the Marks are of substantial importance in marketing the System. Franchisee must utilize and abide by any such additions, deletions, or changes to the Marks. Home Office will make all such additions, deletions, or changes in the

Marks in good faith and on a uniform basis for all similarly-situated franchisees in a particular market.

2. Promise Not to Contest Validity or Ownership of Marks.

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

3. Litigation Involving Marks.

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

4. Manner of Using Marks.

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

5. Goodwill.

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

6. Subject to Existing Use.

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

7. Permitted Business Name.

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

ARTICLE IV–FEES AND CHARGES

1. Franchise Fee.

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

2. Royalty Fee.

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

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

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

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

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

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

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

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

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

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

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

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The value of the goods and/or services provided without compensation will be equal to the amount that Franchisee would normally charge for the goods and/or services.

3. Advertising Fees.

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

4. Technology and Support Fee.

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

5. Miscellaneous Fees or Charges.

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

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

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

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

6. Tax Reimbursement Fees.

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

7. Payment of Fees.

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

8. NSF Fees and Interest.

Franchisee must pay on demand a fee equal to any charges Home Office May incur as a result of ACH or other transfers returned to Home Office for non-sufficient funds or other reasons, but not less than $100.00 for each item returned ("NSF fees"). Also, Franchisee must pay to Home Office, on demand, interest on all overdue payments from the date the payment was due until paid equal to the lesser of (i) 2% per month or (ii) the maximum rate of interest permitted by law. The assessment of NSF fees and interest will not be the sole remedies of Home Office in such circumstances. All amounts paid will be first applied to NSF fees and interest and the balance to principal.

ARTICLE V–TERM AND RENEWAL; TERMINATION

1. Term and Renewal.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If all of the other applicable conditions to renewal have been met, Home Office will not withhold approval of renewal without good cause. Good cause for withholding approval of renewal May include, but is not limited to: Franchisee has failed to achieve minimum scores in Home Office's Achievements in Excellence rankings or a similar Home Office ranking system (the Achievements in Excellence rankings is a balanced scorecard approach used by Home Office to measure customer service, operational excellence, learning and growth, community involvement, and system citizenship); Franchisee has failed to achieve minimum reply card scores; Franchisee has failed to achieve acceptable status on other compliance requirements; Franchisee's lack of commitment to Home Office's Core Values; Franchisee has failed to use and cooperate in the use of operating systems and tools provided by Home Office to improve the Franchise Business and/or the franchise system as a whole;

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Franchisee has failed to regularly attend and actively participate in conference calls, meetings, conventions, and other events sponsored or suggested by Home Office to increase the chance of success and/or maximize the performance of the Franchise Business and/or the franchise system as a whole; Franchisee has failed to embrace new programs and business building initiatives developed for the enhancement of the performance of the Franchise Business; Franchisee has regularly acted in a combative or confrontational manner with Home Office, vendors, customers, or other franchisees; Franchisee has had an excessive number of customer complaints and/or has not acted reasonably and in the best interests of the franchise system in resolving customer complaints; or Home Office has reasonable concerns about the financial condition or creditworthiness of Franchisee..

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

2. Conditional Renewals.

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

3. Termination by Franchisee.

Franchisee has the right to terminate this Agreement prior to its expiration only for good cause and only in accordance with the requirements set forth in Section 7 of Article V.

Good cause under this paragraph means any material breach of this Agreement by Home Office.

4. Termination by Home Office.

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

5. Immediate Termination.

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

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

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

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

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

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

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

(g) Franchisee's breach of the same or a similar provision of this Agreement, or other agreement, including any supplemental agreement as referenced in Article II, Section

17, or the Manuals, where there have been three or more separate breaches in any 18-month period or five or more separate breaches over the term of this Agreement, so long as Home Office made it known in writing to Franchisee that such an act was a breach prior to the second breach upon which Home Office is relying;

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

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

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

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

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

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

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

(o) Adjudication of bankruptcy of Franchisee, the insolvency of the Franchise Business, appointment of a receiver or trustee to take charge of the Franchise Business by a

Court of competent jurisdiction, or the general assignment for the benefit of creditors of Franchisee; or

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

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

6. Termination After Notice.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. Notice Required for Termination; Cure; Notice of Defenses and Claims.

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

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

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

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

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

ARTICLE VI–OBLIGATIONS AND RIGHTS ON TERMINATION OR EXPIRATION

1. Franchisee's Obligations.

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

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

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

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

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

(e) Assignment of Telephone Numbers, Email Addresses, Etc. Franchisee must immediately and permanently cease to use all Telephone Numbers and Internet Tools that have been used in the Franchise Business and, if requested by Home Office, must assign all such Telephone Numbers and Internet Tools to Home Office. Franchisee must provide to Home Office all information necessary to allow Home Office to access Franchisee's accounts for Telephone Numbers and Internet Tools, including usernames, passwords, and security codes. Franchisee acknowledges that as between Home Office and Franchisee, Home Office has the sole rights to all Telephone Numbers and Internet Tools used in the Franchise Business and all written and online directory listings associated with the Franchise Business and Franchisee authorizes Home Office, and appoints Home Office and any officer of Home Office as its attorney-in-fact, to direct the applicable service providers and all listing agencies to transfer those items to Home Office or its agent or assignee if Franchisee fails or refuses to do so. The applicable service providers and all listing agencies May accept the direction in this Agreement as conclusive evidence of the exclusive rights of Home Office in such Telephone Numbers and Internet Tools and directory listings and as its authority to direct their transfer.

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

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

(h) Holdback for Customer Damages. If the Franchise Agreement is terminated (except a termination in connection with a transfer of the Franchise Business under Article VII) or expires without renewal, Franchisee must pay to Home Office an amount to be held by Home Office to cover potential customer damages (the "Holdback Amount"). The Holdback

Amount will be determined by Home Office based on Franchisee's customer damage history for the two years preceding the date of termination or expiration without renewal and any current damage issues known to Home Office. Home Office will have the right to ACH transfer the Holdback Amount from Franchisee's account five days before the date of termination or expiration without renewal. Home Office will hold the Holdback Amount for a period of six months and May use the Holdback Amount during that period to pay damages in connection with the resolution of disputes with Franchisee's customers under Article II, Section 18(c) of this Agreement. Any portion of the Holdback Amount remaining at the end of the six month period will be paid over to Franchisee within 14 days of the end of the six month period.

2. Other Obligations.

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

3. Cumulative Remedies.

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

4. Damages for Loss of Bargain.

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

5. Option to Purchase Assets of Franchise Business.

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

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

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

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

(e) Operation During Option Period. Home Office will have the right, on written notice to Franchisee, to manage the Franchise Business during the period in which Home

Office has an option to purchase the Franchise Business and for the period following the exercise of the option by Home Office and before closing. Home Office will be responsible for the debts of the Franchise Business during this period of management and May charge a reasonable fee to manage the Franchise Business, not to exceed five (5%) percent of gross sales of the Franchise Business. This management fee is in addition to any royalty or advertising fund payments due to Home Office.

ARTICLE VII–SALE OR TRANSFER OF THE FRANCHISE; ADDING A FRANCHISEE OR PRINCIPAL TO FRANCHISE AGREEMENT

1. Transfer by Home Office.

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

2. Transfer by Franchisee.

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

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

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

(c) <u>Payment of All Debt Owed Home Office; Escrow Account</u>. Franchisee and its principals and affiliates must pay any and all debt they owe or May in the future owe Home Office, individually or jointly, whether or not such debt arises under this Agreement. This debt May include, but is not limited to, all royalties, advertising fees, Technology and Support Fees [including those owed for the final month (or portion thereof) of operation of the Franchise Business], and indemnification obligations. Home Office May require that sufficient funds, as it determines in its sole discretion, be placed in an escrow account for up to one year to cover these obligations. Home Office May use the escrowed funds to pay Home Office any amounts that Franchisee May owe Home Office for any reason. After the end of the escrow period, Home Office will return to Franchisee any remaining amounts held in escrow not owed to third parties. Home Office May use any excess amount held in escrow to pay amounts owed by Franchisee to third parties. Since the escrowed funds are intended to cover potential future liability, Franchisee must continue to pay amounts owed to Home Office as those amounts come due and must not rely on Home Office paying those amounts from any amounts held in escrow.

(d) Payment of All Debt Owed Third Parties; Escrow Account. Franchisee must fulfill all obligations to and pay all debt owed or that May in the future be owed to third parties, including any disputed debt, undisputed debt, and customers' damage claims. Home Office May require that sufficient funds, as it determines in its sole discretion based upon past experience and current issues, be placed in an escrow account for up to one year to cover these obligations. Home Office May use the escrowed funds to pay third parties any amounts that Franchisee May owe the third parties for any reason. After the end of the escrow period and after any pending disputes are resolved and settled, Home Office will return to Franchisee any remaining amounts held in escrow not owed to Home Office. Home Office May use any excess amount held in escrow to pay amounts owed by Franchisee to Home Office. Since the escrowed funds are intended to cover potential future liability, Franchisee must continue to pay amounts owed to third parties as those amounts come due and must not rely on Home Office paying those amounts from any amounts held in escrow.

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

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

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

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

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

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

(k) Compliance with Current System Standards. Franchisee and/or the proposed new franchisee must agree that it or they will take any action specified by Home Office to make the Franchise Business comply with Home Office's current appearance, equipment, signage, and other requirements for Units. Home Office May require that this action be taken before the transfer or that the action be completed within a specified period of time after the transfer (not to exceed 60 days). Without limiting the foregoing, the new franchisee must register with the designated PCI Compliance vendor within the timeframe specified by Home Office.

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

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

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

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

3. Transfer to Corporation or Limited Liability Company.

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

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

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

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

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

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

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

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

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

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

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

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

5. Death or Incapacity of Franchisee or Principal.

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

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

6. Right of First Refusal.

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

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

ARTICLE VIII–CONFIDENTIALITY AND NON–COMPETITION

1. Confidential Information.

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

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

(ii) specifications and information about products or services:

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

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

(v) the Automation Systems, computer software, including Movers Who Care® software, and similar technology that is developed by or for Home Office or its agents, which is proprietary to Home Office, including, without limitation, digital

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passwords and identifications and any source code of, and data, reports, and other printed materials generated by, the software or similar technology;

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

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

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

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

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

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

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

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

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

(c) Development of New Proprietary or Confidential Information. All ideas, concepts, techniques, or materials relating to a **TWO MEN AND A TRUCK®** franchise business, whether or not protectable intellectual property and whether created by or for Home Office or by or for Franchisee, must be promptly disclosed to Home Office and will be Home

Office's sole and exclusive property, part of the System, and works made-for-hire for Home Office. Franchisee hereby assigns ownership of the intellectual property, and all related rights to it, to Home Office to the extent that any intellectual property does not qualify as a "work made-for-hire" for Home Office. Franchisee agrees to take whatever action (including signing an assignment or other documents) that Home Office requests to evidence its ownership in the intellectual property.

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

2. Exclusive Business, Non-Competition.

(a) In-Term Covenant. Franchisee acknowledges that Home Office has granted Franchisee the franchise in consideration of and reliance upon Franchisee's agreement to deal exclusively with Home Office. Franchisee, therefore, agrees that during the term of this Agreement, Franchisee and its affiliates and the past, present, and future principals, officers, directors, shareholders, members, agents, investors, and Family Members (defined below) of Franchisee and its affiliates will not directly or indirectly (either as an individual or in partnership or in conjunction with any other person as principal, agent, owner (except ownership of no more than 1% of a publicly traded entity), shareholder, member, director, officer, manager, employee, or in any other capacity whatsoever) carry on, be engaged in, or be concerned with, or interested in, or advise, lend money to, finance in any manner (including seller financing), lease real or personal property to, consult with, guarantee the debts or obligations of, or be employed by any person engaged in or concerned with or interested in any business that is involved, in whole or in part, in a Competitive Business (defined below) (except other Two Men and a Truck businesses operated under franchise agreements entered into with Home Office).

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

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

(d) Definitions.

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

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

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

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

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ARTICLE IX--RELATIONSHIP OF PARTIES; INDEMNIFICATION

1. Independent Contractor.

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

2. Separate Identification of Business.

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

3. No Liability for Acts of Other Party.

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

4. Taxes.

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

5. Indemnification.

Franchisee is responsible for all losses or damages from contractual liabilities to third persons from the possession, ownership and operation of the Franchise Business and all claims or demands for damages to property or for injury, illness or death of persons, directly or indirectly arising out of, or in connection with, possession, ownership or operation of the Franchise Business or the actions or omissions of Franchisee and Franchisee's employees.

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

ARTICLE X–LAW AND JURISDICTION; INJUNCTIVE RELIEF; NO CLASS ACTION OR CONSOLIDATION

1. Michigan Law and Jurisdiction.

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

2. Injunctive Relief.

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

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

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

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

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

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

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

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

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

3. No Class Action or Consolidation.

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

ARTICLE XI–OTHER PROVISIONS

1. Home Office's Right to Exercise its Business Judgment.

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

2. Modification of System; Uniformity.

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

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forms of franchise agreements and, consequently, that Home Office's obligations and rights with respect to its various franchisees May differ materially in certain circumstances.

3. Waiver of Obligations.

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

4. Force Majeure.

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

5. Cumulative Remedies.

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

6. Jury Waiver; Time Period for Bringing Claims; Limitation of Damages.

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

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

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

7. Costs and Attorney's Fees.

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

8. Notices.

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

If Notice to Home Office:	Jon Nobis, Chief Executive Officer Randy Shacka, President **TWO MEN AND A TRUCK®/INTERNATIONAL, Inc.** 3400 Belle Chase Way Lansing, MI 48911-4251
If Notice to Franchisee:	Robert Kent Simpson, President On The Go Movers, Inc. 10228 Governor Lane Blvd., Suite 3011 Williamsport, MD 21795

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

9. Public Offerings.

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

10. Franchisee.

The term "Franchisee" includes all persons who succeed to the interest of the original Franchisee by transfer or operation of law and will be deemed to include not only the individual or entity defined as "Franchisee" in the introductory paragraph of this Agreement, but shall also include all partners, shareholders, officers, directors, or owners of the entity that

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sign this Agreement or any Exhibit to this Agreement, if the Franchisee is other than an individual. Each such person acknowledges and accepts the duties and obligations imposed by the terms of this Agreement upon him/her/it individually. If the Franchisee is two or more persons, the covenants on the part of the Franchisee will be joint and severable covenants of those persons.

11. Affiliate Definition.

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

12. Appraisal Method.

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

13. Time is of the Essence.

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

14. Entire Agreement; Modifications to Agreement.

This Agreement and all exhibits and other documents attached to this Agreement are incorporated in this Agreement by reference, and constitute the full and entire agreement between the parties. This Agreement supersedes all previous representations, inducement, agreements or understandings between the parties and such previous representations, inducements, agreements and/or understandings, if any, are merged into this Agreement and superseded by this Agreement. No officer or employee or agent of Home Office has any authority to make any representation, inducement, or promise not contained in this Agreement

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or related agreements, or in any Disclosure Document for prospective franchisees required by applicable law, and Franchisee agrees that it has executed this Agreement without reliance upon any such representation or promise. Nothing in this Agreement or any related agreement is intended to disclaim or to require Franchisee to waive reliance on any representation in the Disclosure Document delivered to Franchisee or in its exhibits or amendments. This Agreement cannot be amended or modified other than by an agreement in writing executed by both parties, except as provided in Article XI, Section 20 and except by Home Office amending its policies or Manuals or as otherwise specifically provided for in this Agreement.

15. Severability and Substitution of Valid Provisions.

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

16. Binding Effect.

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

17. Section Headings; Pronouns and Plurals.

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

18. Risk of Operation; Representations.

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

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and that Home Office will not be bound by allegations of any representations as to earnings, sales, profits, costs, expenses, prospects, or chances of success.

19. Franchisee's Investigation.

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

20. Amendment of Prior Agreements.

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

21. Home Office's Reliance.

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

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the 11th day of June, 2019.

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

DocuSigned by:
By: Randy Shacka
07DC1F7D421749A...
Randy Shacka, President

On The Go Movers, Inc.
"Franchisee"

DocuSigned by:
By: Robert Kent Simpson
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Robert Kent Simpson, President

EXHIBIT 1--SPECIFICS

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

Franchisee's Name: On The Go Movers, Inc. Date: June 11, 2019

A. (Article I, Section 1) –

Description of Marketing Area: The Marketing Area known as Frederick, MD is described as the following zip codes: 21158, 21701, 21702, 21703, 21704, 21710, 21711, 21713, 21716, 21718, 21719, 21722, 21727, 21733, 21740, 21742, 21754, 21755, 21756, 21757, 21758, 21767, 21769, 21770, 21771, 21773, 21774, 21776, 21777, 21778, 21779, 21780, 21782, 21783, 21787, 21788, 21790, 21791, 21793, 21795 and 21798.

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

Estimated Population: 449,141 (this estimate was generated using STI: PopStats Q2, 2019).

B. (Article I, Section 1) –

The proposed initial Franchise Location for the Franchise Business is:
10228 Governor Lane Blvd., Suite 3011, Williamsport, MD 21795

C. (Article III, Section 7)-

The permitted "doing business as" name is: **TWO MEN AND A TRUCK®** Frederick (City) or **TWO MEN AND A TRUCK®** #0544 Frederick, MD

D. (Article IV, Section 1) –

The initial fee is $50,000 unless otherwise stated.

This exhibit is signed on this 11th day of June, 2019.

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On The Go Movers, Inc.
"Franchisee"

DocuSigned by:
By: Robert Kent Simpson
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Robert Kent Simpson, President

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

DocuSigned by:
By: Randy Shacka
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Randy Shacka, President

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EXHIBIT 2–OBLIGATIONS AND REPRESENTATIONS OF INDIVIDUAL INTERESTED PARTIES

This is an attachment to the Franchise Agreement between **TWO MEN AND A TRUCK®/INTERNATIONAL, Inc.** ("Home Office") and the Franchisee named below dated June 11, 2019 ("Franchise Agreement"). All capitalized terms not defined in this Exhibit will have the same meaning ascribed to them in the Franchise Agreement.

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

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

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

Legal Name of Franchisee: On The Go Movers, Inc.

Type of Entity and State of Organization (sole proprietorship, corporation, partnership, limited liability company, etc.): Corporation in the state of Maryland

d/b/a (if applicable): TWO MEN AND A TRUCK®/#0554 Frederick, MD

Address of Franchisee: 10228 Governor Lane Blvd., Suite 3011 Williamsport, MD 21795

Business Telephone: 301.992.2451

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

Name	Robert Kent Simpson		
Address	10228 Governor Lane Blvd., Suite 3011, Williamsport, MD 21795		
Telephone	301.992.2451		
Title	President	% Ownership	100%

Acknowledged and Agreed by Each Undersigned Interested Party:

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DocuSigned by:
Robert Kent Simpson
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Robert Kent Simpson, President

Dated: June 11, 2019

DocuSigned by:
Robert Kent Simpson
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Robert Kent Simpson, Individual

Dated: June 11, 2019

EXHIBIT 3–GUARANTY

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

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

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

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

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

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

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

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

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

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

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

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

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

(Individual Guarantors)

DocuSigned by:

Dated: June 11, 2019 By: Robert Kent Simpson

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Robert Kent Simpson

On The Go Movers, Inc.
Entity Guarantor

DocuSigned by:

Dated: June 11, 2019 By: Robert Kent Simpson

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Robert Kent Simpson, President

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EXHIBIT 4–ASSIGNMENT OF TELEPHONE NUMBERS AND INTERNET TOOLS

TWO MEN AND A TRUCK®/INTERNATIONAL, Inc.

This Assignment is made between **TWO MEN AND A TRUCK®/INTERNATIONAL, Inc.** of 3400 Belle Chase Way, Lansing, Michigan 48911-4251 ("Home Office") and On The Go Movers, Inc. whose address is 10228 Governor Lane Blvd., Suite 3011, Williamsport, MD 21795 ("Franchisee").

1. Introduction. Franchisee has obtained a license from Home Office for the operation of a business using Home Office's **TWO MEN AND A TRUCK®** franchise business system ("System"), which business Franchisee acquired by signing a Franchise Agreement dated June 11, 2019 (the "Franchise Agreement"). In consideration of Home Office granting the license to Franchisee, Franchisee has agreed to assign all Telephone Numbers and Internet Tools (as defined below) that are associated with Franchisee's **TWO MEN AND A TRUCK®** franchise business (the "Franchise Business") and/or the System to Home Office. For purposes of this Agreement, "Telephone Numbers" includes all telephone numbers used in connection with the Franchise Business, including in connection with advertising and marketing for the Franchise Business. For purposes of this Agreement, "Internet Tools" means Internet domain names, email addresses, websites, social media accounts (such as Facebook, LinkedIn, Twitter, YouTube), blogs, vlogs (social videos), online social networks, wikis, forums, content sharing communities, and other Internet tools used in connection with the Franchise Business, including in connection with advertising and marketing for the Franchise Business.

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

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

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

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

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

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

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

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

Signed and effective this 11th day of June, 2019.

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

DocuSigned by:
By: Randy Shacka
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Randy Shacka, President

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EXHIBIT 5–SOFTWARE LICENSE ADDENDUM

TWO MEN AND A TRUCK®/INTERNATIONAL, Inc., a Michigan corporation, has its principal office at 3400 Belle Chase Way, Lansing, MI 48911-4251 ("Home Office") and hereby grants this computer software license ("License") to On The Go Movers, Inc. with offices at 10228 Governor Lane Blvd., Suite 3011, Williamsport, MD 21795 ("Franchisee"), upon the terms set forth in this Agreement and subject to all the terms of the **TWO MEN AND A TRUCK®** Franchise Agreement between Home Office and Franchisee dated June 11, 2019("Franchise Agreement"):

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

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

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

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

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

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

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On The Go Movers, Inc.
"Franchisee"

DocuSigned by:
By: Robert Kent Simpson
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Robert Kent Simpson, President

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

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

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

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

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

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

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

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

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

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

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

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

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

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

d. Termination of the Franchise Agreement for any reason;

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

f. Appointment on behalf of Franchisee of a trustee or receiver.

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

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

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

Signed and effective this 11th day of June, 2019.

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

DocuSigned by:
By: Randy Shacka
07D01F7D421749A...
Randy Shacka, President

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On The Go Movers, Inc.
"Franchisee"

DocuSigned by:

By: Robert Kent Simpson
04DD04403BC0459...
Robert Kent Simpson, President

EXHIBIT 6–AUTOMATION SYSTEMS USER AGREEMENT TERMS OF USE

TWO MEN AND A TRUCK®/INTERNATIONAL, Inc.

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

Section 1: Introduction

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

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

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

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Section 2: Passwords and Security

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

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

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

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

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

Section 3: Privacy and Data Collection

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

Section 4: Confidentiality of Certain Information

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

Section 5: Conduct

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

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

You agree not to use the Automation Systems to:

1. upload, post, e-mail or otherwise transmit any User Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise offensive;
2. impersonate any person or entity;
3. disguise the authorship or origin of any User Content you transmit;
4. upload, post, e-mail or otherwise transmit any User Content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary information and confidential information);
5. upload, post, e-mail or otherwise transmit any User Content that infringes any patent, trademark, trade secret, copyright, or other proprietary rights of any person;
6. upload, post, e-mail or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," or any other form of solicitation;
7. upload, post, e-mail or otherwise transmit any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;

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8. disrupt the normal flow of dialogue, cause a screen to "scroll" faster than normal, or otherwise act in a manner that negatively affects other users' ability to engage in orderly exchanges;
9. interfere with or disrupt servers or networks connected to the Automation Systems;
10. "stalk" or otherwise harass another;
11. collect or store personal data about other users;
12. store any credit card numbers;
13. store any personal health information of customers or employees;
14. store any social security numbers; or
15. store any customer banking information.

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

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

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

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

Section 6: Ownership of User Content

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

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shared by Home Office with third parties (including other franchisees or prospective franchisees). You waive and release Home Office from any such liability.

Section 7: Indemnity

You agree to indemnify and hold harmless Home Office and its subsidiaries, affiliates, officers, directors, agents, employees, co-branders or other partners, from any claim or demand, including reasonable attorneys' fees, made by any third-party with respect to or arising out of User Content you submit, post to or transmit through the Automation Systems, your use of the Automation Systems, your violation of these Terms of Service, or your violation of any rights of another.

Section 8: Use and Storage

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

Section 9: Modifications to the Automation Systems

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

Section 10: Termination

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

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Section 11: Links and Advertising

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

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

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

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

Section 12: Intellectual Property Rights

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

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

"Owner Content" means all text, images, sounds, files, videos, designs, animations, layouts, color schemes, trade dress, concepts, methods, techniques, processes, and data used in

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connection with, displayed on, or collected from or through the Automation Systems that posts or provides information.

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

Section 13: Disclaimer of Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

1. YOUR USE OF THE AUTOMATION SYSTEMS IS AT YOUR SOLE RISK. THE AUTOMATION SYSTEMS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. HOME OFFICE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
2. HOME OFFICE MAKES NO WARRANTY THAT: (i) THE AUTOMATION SYSTEMS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (ii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE AUTOMATION SYSTEMS WILL BE ACCURATE OR RELIABLE, (iii) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL YOU PURCHASE OR OBTAIN THROUGH THE AUTOMATION SYSTEMS WILL MEET YOUR EXPECTATIONS, AND (iv) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.
3. HOME OFFICE DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES THAT YOUR USE OF THE AUTOMATION SYSTEMS WILL SATISFY OR ENSURE COMPLIANCE WITH ANY LEGAL OBLIGATIONS OR LAWS OR REGULATIONS. THIS DISCLAIMER APPLIES TO BUT IS NOT LIMITED TO FEDERAL, STATE, AND LOCAL INCOME, PAYROLL, SALES TAX AND OTHER TAX LAWS, THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA"), THE GRAMM-LEACH-BLILEY ACT OF 1999, THE SARBANES-OXLEY ACT OF 2002, OR OTHER FEDERAL OR STATE STATUTES OR REGULATIONS. YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT YOUR USE OF THE AUTOMATION SYSTEMS IS IN ACCORDANCE WITH APPLICABLE LAW. YOU ARE ADVISED TO CONSULT WITH YOUR TAX, ACCOUNTING AND/OR LEGAL REPRESENTATIVES TO ENSURE THAT YOUR USE OF THE AUTOMATION SYSTEMS AND THE CALCULATIONS, RETURNS, REPORTS, AND OTHER RESULTS PRODUCED OR COMPILED BY THE AUTOMATION SYSTEMS COMPLY WITH APPLICABLE LAWS. YOU ACKNOWLEDGE THAT YOU ARE RESPONSIBLE FOR AND ARE NOT RELYING ON HOME OFFICE OR THE AUTOMATION SYSTEMS FOR COMPLIANCE WITH APPLICABLE LAWS.

Section 14: Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT NEITHER HOME OFFICE NOR OUR AFFILIATES, CONTRACTORS, SPONSORS OR LICENSORS SHALL BE

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LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF HOME OFFICE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) YOUR USE OF OR INABILITY TO USE THE AUTOMATION SYSTEMS; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE AUTOMATION SYSTEMS; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS, DATA OR OTHER USER CONTENT; (iv) STATEMENTS OR CONDUCT OF ANY THIRD-PARTY ON THE AUTOMATION SYSTEMS; OR (v) ANY OTHER MATTER RELATING TO THE AUTOMATION SYSTEMS.

Section 15: Notices

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

Section 16: General

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

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

Section 17: Violations

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

ACCEPTED FOR:

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

DocuSigned by:
By: Randy Shacka June 11, 2019
C7DC1F7D421749A...
Randy Shacka, President

On The Go Movers, Inc.
"Franchisee"

DocuSigned by:
By: Robert Kent Simpson June 11, 2019
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Robert Kent Simpson, President

RECEIVED
JAN 27 2020
PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

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UNITED STATES POSTAL SERVICE®

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U.S. POSTAGE PAID
PM 2-Day
WILLIAMSPORT, MD
21795
JAN 27, 20
AMOUNT

$11.30

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FROM:

On The Go Movers Inc dba Two Men and a Truck
10228 Governor Lane Blvd Suite 3011
Williamsport, MD 21795

DATE OF DELIVERY SPECIFIED*

USPS TRACKING™ INCLUDED*

INSURANCE INCLUDED*

PICKUP AVAILABLE

* Domestic only

TO:

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
400 North Street
Harrisburg, PA 17120

USED INTERNATIONALLY,
STOMS DECLARATION
L MAY BE REQUIRED.