

TABLE OF CONTENTS

SECTION 1 - Introduction	1
(A) Franchise System.....	1
(B) Service Marks.....	1
(C) Multi-Unit Development.....	1
(D) Acknowledgements of Area Developer.....	1
SECTION 2 - Grant of Area Development Franchise.....	2
(A) Grant of Development Rights.....	2
(B) Exclusivity; Reservation of Rights.....	2
(C) Exceptions to Limited Exclusivity	2
SECTION 3 – Development Obligations	3
(A) Minimum Development Schedule.....	3
(B) Force Majeure.....	3
SECTION 4 - Term and Option	3
(A) Term of Agreement; No Right to Renew.....	3
SECTION 5 – Payment by Area Developer.....	3
(A) Area Development Fee.....	3
(B) Fees Due Under Franchise Agreements.....	3
SECTION 6 – Procedure for Developing Franchise Businesses.....	4
(A) Rights to Use the Marks and System.....	4
(B) Site Approval, Submission of Offering Circular, Signing of Franchise Agreements.....	4
(C) Conditions Precedent to Home Office’s Obligations.....	4
SECTION 7 – Franchise Marks.....	4
(A) Description and Acknowledgement of Marks.....	4
SECTION 8 - Confidential Information and Non-Competition.....	5
(A) Confidential Information.....	5
(B) Restrictions on Competition.....	5
SECTION 9 – No Subfranchising; Transferability	6
(A) No Subfranchising.....	6
(B) General Rule.....	6
(C) Transfer on Death or Incapacity.....	6
(D) Right of First Refusal.....	7
(E) Conditions of Home Office’s Consent to Transfer.....	8
(F) Individual Franchise Agreements.....	8
(G) Transfer of Home Office’s Interest.....	9
SECTION 10 - Termination	9
(A) Termination by Area Developer.....	9
(B) Termination by Home Office.....	9
(C) Immediate Termination.....	9
(D) Termination After Notice Period.....	10
(E) Notice Required for Termination; Cure.....	10

(F) Effect of Expiration or Termination	10
SECTION 11 - Law and Jurisdiction; Dispute Resolution; Injunctive Relief; Costs of Enforcement.....	11
(A) Choice of Law	
(B) Jurisdiction and Venue	11
(C) Injunctive Relief	11
(D) Costs of Enforcement	12
SECTION 12 – General Conditions and Provisions	12
(A) Independent Contractor	12
(B) Indemnification.....	12
(C) Corporation, Limited Liability Company, Partnership or Other Entity	13
(D) Waivers.....	13
(E) Consents, Approvals and Satisfaction	13
(F) Third Parties	13
(G) Cumulative Remedies.....	13
(H) Notices	13
(I) Unavoidable Contingencies.....	14
(J) Entire Agreement; Modifications	14
(K) Severability.....	14
(L) Obligations Joint and Several	14
(M) Execution by Home Office	14
(N) Headings.....	15
PERSONAL GUARANTY	16
APPENDIX A.....	17
APPENDIX B--LEGAL ENTITY FORM	18

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

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

SECTION 1 - Introduction

(A) Franchise System.

Home Office franchises a system for operation of moving and related services businesses (the “System”). The distinguishing characteristics of the System include the use of Home Office’s service marks, trade names, training, operational procedures, promotional techniques and materials, signs, packaging and other products displaying Home Office’s marks, methods of operation, and manuals covering business practices and policies. Home Office may update and/or revise the System. The franchise business operated under the System will generally be referred to in this Agreement as the “Business” or “Franchise Business.”

(B) Service Marks.

Home Office uses and has rights to certain names and service marks, including the mark, TWO MEN AND A TRUCK®, which are used to identify the System and businesses operating franchises within the System. Home Office may, in the future, develop and register additional or different logos, service marks and/or trademarks that it may make available for use by Area Developer. The marks and logos that Home Office may authorize Area Developer to use from time to time will be referred to in this Agreement as the “Marks” or “Service Marks.”

(C) Multi-Unit Development.

Home Office desires to expand and develop Franchise Businesses and is willing, in certain instances, to authorize qualified multi-unit franchisees to develop multiple Franchise Businesses, one in each of the Marketing Areas described in Appendix A.

(D) Acknowledgements of Area Developer.

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

Area Developer acknowledges that it received Home Office’s Franchise Offering Circular at the earlier of the first personal meeting with Home Office or its representative or at least 10 business days before signing this Agreement and that Area Developer was given the opportunity to clarify provisions in this Agreement and to consult with an attorney or other professional advisor. Area Developer also acknowledges that it received a completed copy of this Agreement and all related agreements, containing all material terms (except for the date, signatures, and any minor matters not material to the agreements) at least five (5) business days before signing this Agreement. Area

Developer represents that it understands and agrees to be bound by the obligations of this Agreement.

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

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

SECTION 2 - Grant of Area Development Franchise

(A) Grant of Development Rights.

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

(B) Limited Exclusivity; Reservation of Rights.

During the term of this Agreement and as long as Area Developer is not in default of its obligations under this Agreement or any **TWO MEN AND A TRUCK®** Franchise Agreement Area Developer or its affiliate may operate, except as provided in Section 2(C), Home Office will not operate or grant a franchise to any other person to operate a moving business using the Marks or the System within any Marketing Area described in Appendix A. All rights not expressly granted in this Agreement to Area Developer relating to the Marks and System are expressly reserved to Home Office, including but not limited to the right to operate and authorize others to operate Franchise Businesses or any other businesses using the Marks and/or System at any location outside the Marketing Areas described in Appendix A. Any and all Franchise Businesses may sell their products and services to any customer located anywhere, whether inside or outside the Marketing Areas.

(C) Exceptions to Limited Exclusivity.

Home Office reserves the right to enable the franchisees within its System to appear at and provide moving and related services for fund raisers, fairs and other locations with captive audiences (e.g. stadiums, airports, large office buildings, military bases, etc.) within the Marketing Areas.

SECTION 3 – Development Obligations

(A) Minimum Development Schedule.

Area Developer agrees to open and thereafter continue to operate within each of the Marketing Areas a Franchise Business as set forth in Item 2 of Appendix A, within the time periods specified in Item 2 of Appendix A (“minimum development schedule”).

(B) Force Majeure.

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

SECTION 4 - Term of Agreement; No Right to Renew

(A) Term.

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

SECTION 5 – Payment by Area Developer

(A) Area Development Fee.

Area Developer must pay an initial fee at the time of signing of this Agreement in the amount of \$_____, which will grant Area Developer the right to open and operate a Franchise Business within each Marketing Area described in Appendix A during the term of this Agreement, provided Area Developer complies with all the terms and conditions of this Agreement, and Area Developer or its affiliate(s) established to operate the Franchise Businesses comply with all the terms and conditions o set forth in the Franchise Agreement signed in connection with each Marketing Area and all of the other requirements and policies of the System.

(B) Fees Due Under Franchise Agreements.

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

SECTION 6 – Procedure for Developing Franchise Businesses

(A) Rights to Use the Marks and System.

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

(B) Site Approval, Submission of Offering Circular, Signing of Franchise Agreement.

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

(C) Conditions Precedent to Home Office's Obligations.

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

SECTION 7 – Franchise Marks

(A) Description and Acknowledgement of Marks.

Area Developer acknowledges the validity of the Marks and that the Marks are the sole property of Home Office. Area Developer also agrees that any further rights or goodwill that may develop in any of the Marks in the future will inure solely to the benefit of Home Office. Area Developer must promptly notify Home Office of any unauthorized use of the Marks, or any name or mark confusingly similar to the Marks, or any claim or litigation involving the Marks. Home Office will have the right to control any negotiations, proceedings or litigation involving

the Marks. Area Developer must not settle or compromise any lawsuit or other proceeding involving the Marks without the prior written consent of Home Office. If Home Office chooses to prosecute any violation of the Marks or undertakes the expense of any defense of the Marks, Area Developer must execute all documents and do all acts necessary or incidental to that action as counsel for Home Office may reasonably request.

SECTION 8 - Confidentiality and Non-Competition

(A) Confidential Information.

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

(B) Restrictions on Competition.

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

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

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

For purposes of this Agreement, a "Competing Business" means: (a) any moving, storage, packing, unpacking or similar business, or (b) any business granting franchises or licenses to others to operate moving, storage, packing, unpacking or similar businesses. For purposes of this Agreement, a "Geographic Area" includes an area within a twenty-mile radius of any Marketing Area described in Appendix A or within a twenty-mile radius of any Marketing Area having an existing Franchise Business or in which a Franchise Business is planned at the date of expiration, termination or non-renewal of this Agreement.

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

SECTION 9 – No Subfranchising; Transferability

(A) No Subfranchising.

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

(B) General Rule.

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

(C) Transfer on Death or Incapacity.

If Area Developer or the last surviving principal of Area Developer (if Area Developer is a corporation, limited liability company, partnership or other entity) dies or becomes incapacitated, Area Developer's or the principal's rights under this Agreement will pass to the estate, heirs, devisees or legal representatives of Area Developer or the principal of Area Developer (collectively referred to in this Agreement as the "estate"). The estate may continue to perform under this Agreement if: (a) the estate provides a qualified individual acceptable to

Home Office to manage the business of Area Developer on a full time basis; (b) this manager attends and successfully completes Home Office's training program at the estate's expense; and (c) this manager assumes full time operation of the business of Area Developer within 90 days of the date Area Developer dies or becomes incapacitated. If the estate fails to designate an acceptable manager or the designated manager fails to attend and satisfactorily complete the training program and to assume the full time operation of the business of Area Developer within 90 days of the death or incapacity, then the estate must sell the estate's interest in this Agreement within 180 days of the date of death or incapacity. Any sale must be made in accordance with Section 9(E).

(D) Right of First Refusal.

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

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

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

If Home Office does not exercise its right of first refusal, Area Developer may transfer the interest, but only on the same terms as offered to Home Office and subject to Home Office's

rights of approval as specified in Section 9(E). If Area Developer does not complete the transfer within 90 days, Home Office will again have the right of first refusal to purchase the interest.

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

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

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

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

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

(3) the proposed transferee has completed Home Office's training program to Home Office's satisfaction, exercised in good faith;

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

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

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

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

(F) Individual Franchise Agreements.

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

(G) Transfer of Home Office's Interest.

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

SECTION 10 - Termination

(A) Termination by Area Developer.

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

(B) Termination by Home Office.

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

(C) Immediate Termination.

Any of the following events will constitute good cause for termination of this Agreement by Home Office and will entitle Home Office to terminate this Agreement immediately by written notice to Area Developer without affording Area Developer an opportunity to cure:

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

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

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

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

(D) Termination After Notice Period.

Any of the following events will constitute good cause for termination of this Agreement by Home Office and will entitle Home Office to terminate this Agreement in accordance with the requirements set forth in Section 9(E) below:

(1) adjudication of bankruptcy of Area Developer, the insolvency of the 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 by Area Developer for the benefit of creditors;

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

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

(E) Notice Required for Termination; Cure.

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

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

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

(F) Effect of Expiration or Termination.

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

others to open, own or operate Franchise Businesses in Marketing Areas described in Appendix A that are not subject to the terms of an existing Franchise Agreement.

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

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

(A) Choice of Law.

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

(B) Jurisdiction and Venue.

Any action brought by Area Developer against Home Office must be brought in a court of competent jurisdiction within the State of Michigan. Any action brought by Home Office against Area Developer may be brought in the federal district court or state court covering the location at which Home Office has its principal place of business at the time the action is commenced; provided, however, that if the federal court would not have subject matter jurisdiction had the action been commenced in such court, then the action must (with respect to actions commenced by Area Developer), and may (with respect to actions commenced by Home Office), be brought in the state court within the judicial district in which Home Office has its principal place of business at the time the action is commenced. The parties waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision.

(C) Injunctive Relief.

Home Office will have the right, without the posting of any bond or security, to apply to a court of competent jurisdiction for a specific enforcement of the terms of this Agreement, by petitions for temporary or permanent injunctions or other equitable relief. Specifically, Home Office will have the right to obtain injunctive relief to prevent Area Developer from engaging in the following acts, which Area Developer acknowledges would cause irreparable harm to Home Office: (1) misusing any of the rights licensed by this Agreement; (2) engaging in competitive operations in violation of the in-term and post-term restrictions on competition set forth in Section 8; (3) disclosing to any person or using in a competitive business, the trade secrets or confidential

information of Home Office; (4) transferring or assigning this Agreement or the assets of Area Developer without complying with this Agreement; (5) engaging in acts or practices in violation of applicable laws and regulations or that are fraudulent, dishonest or create health or other hazards to the public; or (6) significantly impairing the goodwill associated with Home Office. Home Office's rights to apply for injunctive relief are in addition to all other remedies available to Home Office under applicable law.

(D) Costs of Enforcement.

If Home Office incurs costs and expenses due to Area Developer's violation of this Agreement, Area Developer agrees, whether or not Home Office initiates a formal legal proceeding, to reimburse Home Office for all of Home Office's costs and expenses incurred, including, without limitation, reasonable accounting and attorney's fees and related fees.

SECTION 12 – General Conditions and Provisions

(A) Independent Contractor.

Area Developer is and will be considered an independent contractor with control and direction of its business and operations limited only by the conditions set forth in this Agreement or otherwise specified by Home Office. No agency, employment, partnership or joint venture is created by this Agreement and neither party has the right to act on behalf of the other. The parties acknowledge that this Agreement does not create a fiduciary relationship between the parties.

(B) Indemnification.

Area Developer is responsible for all losses or damages from contractual liabilities to third persons from the possession, ownership and operation of the Area Developer's business and all claims or demands for damages to property or for injury, illness or death of persons, directly or indirectly, arising out of, or in connection with, possession, ownership or operation of the Area Developer's business or the actions or omissions of Area Developer. Area Developer must defend, indemnify and hold harmless Home Office and its affiliates, subsidiaries and parent companies and their agents, employees, attorneys and other franchisees, their agents, employees and attorneys, against any and all claims, suits, demands, losses, damages or liabilities and all related expenses, including reasonable attorneys fees and court costs, which arise out of, in connection with, or as a result of possession, ownership or operation of the Area Developer's business or the acts or omissions of Area Developer. This indemnity obligation will continue in full effect even after the expiration, transfer or termination of this Agreement. Home Office will notify Area Developer of any claims against Home Office subject to this Section and Area Developer will be given the opportunity to assume the defense of the matter. If Area Developer fails to assume the defense, Home Office may defend the action in the manner it deems appropriate and Area Developer must pay Home Office for all costs, including reasonable attorneys fees, incurred by Home Office in defending the action, in addition to any sum which Home Office may pay by reason of any settlement or judgment against Home Office in the action. Home Office's right to indemnity under this Agreement will arise and be valid notwithstanding that joint or concurrent liability may be imposed on Home Office by statute, ordinance, regulation or other law.

(C) Corporation, Limited Liability Company, Partnership or Other Entity.

If Area Developer is a corporation, limited liability company, partnership or other entity, the name and address of each owner of Area Developer is set forth on Appendix B.

(D) Waivers.

The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, will not affect the right of that party to require performance of that provision or to exercise any right under this Agreement. The failure or delay of Home Office to require performance by another area developer or franchisee of any provision of its agreement, even if known, will not affect the right of Home Office to require performance of that provision in this Agreement or to exercise any right under this Agreement. Any waiver by any party of any breach of any provision of this Agreement is not a waiver of any continuing or later breach of that provision, a waiver of the provision itself, or a waiver of any right under this Agreement. No notice to or demand on any party in any case, of itself, entitles that party to any other notice or demand in similar or other circumstances.

(E) Consents, Approvals and Satisfaction.

Whenever Home Office's consent or approval is required under this Agreement, consent or approval will not be unreasonably withheld or delayed unless specifically stated in this Agreement to the contrary. All consents or approvals required of Home Office are not binding on Home Office unless the consent or approval is in writing and signed by an officer or managing member of Home Office. Home Office's consent or approval, whenever required, may be withheld if Area Developer is in default under this Agreement or Area Developer (or its affiliate, if applicable) is in default under any Franchise Agreement executed in connection with a Marketing Area subject of this Agreement. Where the satisfaction of Home Office is required under this Agreement, unless the Agreement expressly states otherwise, the satisfaction is determined in Home Office's sole discretion. Home Office will have no liability or obligation to the Area Developer by providing any waiver, approval, assistance, consent or suggestion to Area Developer.

(F) Third Parties.

Except as provided in this Agreement to the contrary for any affiliates or franchisees of Home Office, nothing in this Agreement, whether expressed or implied, is intended to confer any rights under this Agreement on any person (including other area developers or franchisees) other than the parties and their respective personal representatives, other legal representatives, heirs, successors and permitted assigns.

(G) Cumulative Remedies.

All remedies, either under this Agreement or by law or otherwise afforded, will be cumulative and not alternative.

(H) Notices.

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

If to Home Office: Mary Ellen Sheets, Chairperson or
Melanie Bergeron, CEO
TWO MEN AND A TRUCK® /INTERNATIONAL, Inc.
3400 Belle Chase Way
Lansing, MI 48911-4251

If to Area Developer: See Item 4 of Appendix A.

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

(I) Unavoidable Contingencies.

Neither party will be responsible for any contingency that is unavoidable or beyond its control, such as strike, flood, war, rebellion, governmental limitation or Act of God.

(J) Entire Agreement; Modifications.

This Agreement and all appendices and other documents attached to this Agreement are incorporated in this Agreement and will constitute the entire agreement between the parties. This Agreement supersedes all previous written and oral representations, agreements or understandings between the parties. This Agreement may not be amended or modified except in a writing executed by both parties.

(K) Severability.

Each Section, part or provision of this Agreement will be considered severable. If a court of competent jurisdiction finds any Section, part or provision unenforceable, that determination will not impair the operation or affect the validity of the remainder of this Agreement.

(L) Obligations Joint and Several.

If there is more than one individual or entity executing this Agreement as Area Developer, all such persons are jointly and individually liable for the Area Developer's obligations under this Agreement.

(M) Execution by Home Office.

The submission of this Agreement is not an offer by Home Office and Home Office is not bound in any way until the president of Home Office executes this Agreement.

(N) Headings.

Section and Subsection headings are for convenience of reference only and do not limit or affect the provisions of this Agreement.

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

_____ By: _____
Melanie L. Bergeron, CEO

In the presence of:

_____ _____
(Area Developer)
By: _____
Its: _____

PERSONAL GUARANTY

Each of the individuals signing below are directly or indirectly beneficially interested in the Area Developer and join in and agree to be personally bound by all the terms and provisions of this Agreement to the same extent and in the same manner as Area Developer is bound.

(sign individually without title)

APPENDIX A

ITEM 1: The Marketing Areas referred to in Section 2(A) are described below:

ITEM 2: The minimum development schedule under Section 3(A) is as follows:

Time Period Ending	Number of Marketing Areas that Must be in Operation as of Date Described in Left-Hand Column

ITEM 3: The term of this Agreement is _____.

ITEM 4: The Area Developer's address and facsimile number for purposes of notice are:

 Facsimile number: () _____ - _____

Dated: _____

**TWO MEN AND A TRUCK® /INTER-
 NATIONAL, INC.**

 (Area Developer)

By: _____
 Melanie L. Bergeron, CEO

By: _____

Its: _____

APPENDIX B--LEGAL ENTITY FORM

THE UNDERSIGNED REPRESENT THAT THE FOLLOWING IS CORRECT AND TRUE:

1. LEGAL NAME _____

TYPE OF ENTITY
(sole proprietorship,
corporation, partnership,
limited liability
company) _____

STATE OF
ORGANIZATION
OF ENTITY _____

d/b/a (if applicable) _____

ADDRESS _____

BUSINESS
TELEPHONE _____

2. NAME, HOME ADDRESS/PHONE, TITLE, % OWNERSHIP

Name _____

Address _____

Telephone _____

Title _____ % Ownership _____

Name _____

Address _____

Telephone _____

Title _____ % Ownership _____

Name _____

Address _____

Telephone _____

Title _____ % Ownership _____

Name _____

Address _____

Telephone _____

Title _____ % Ownership _____

3. ALL OWNERS MUST SIGN:

_____ Dated: _____

_____ Dated: _____

_____ Dated: _____

_____ Dated: _____