

Item 12

TERRITORY

Franchise Agreement

Franchise units must be operated from a specific location. We must approve your location.

You will be granted a license to operate a franchise unit within a specific location within a defined Marketing Area. The Marketing Area will be designated in Section A of Exhibit 1 of the Franchise Agreement. This Marketing Area granted and licensed to you will usually be described in terms of geographic boundaries (for example, a city, county, portion of a county, specific streets, highways, etc.), although it could be described by using a mileage radius originating from the specific location of your business. The size of the Marketing Area will depend on factors including population density and distribution of available advertising mediums. The Marketing Area will generally include a population of no less than 250,000 and no more than 400,000.

If you are a renewing franchisee and your Marketing Area has a population of Eight Hundred Thousand (800,000) residents, or more (as measured by ARCGIS, ARCMAP Version 9.1 software or other credible and recognized source for ascertaining populations), we reserve the right at the time of your renewal to divide your Marketing Area into two marketing areas equal to approximately four hundred thousand (400,000) residents, or more, and in a manner we determine is reasonable in our sole discretion. Provided you are in compliance with your Franchise Agreement, you may: (i) without payment of any additional initial franchise fee, operate both of the newly created marketing areas under separate franchise agreements, or (ii) transfer one or both of the newly created marketing areas in accordance with Article VII, Section 2 of the Franchise Agreement, including but not limited to the obligation to pay us transfer fee(s).

We will not license or authorize any other person or entity to locate a business operating under our System or a similar system in any pre-established Marketing Area licensed to you, although we reserve the right to permit another Franchisee to park its trucks in your Marketing Area if an appropriate location within the other Franchisee's marketing area cannot reasonably, in our sole discretion, be obtained. If we permit another Franchisee to park its trucks in your Marketing Area, we will not permit the other Franchisee to advertise on its trucks its telephone number(s), business location(s) or other information that would distinguish its business from yours unless such information is required by law.

Even though you are licensed to operate in a Marketing Area, that fact does not prevent us or another Franchisee (except Franchisees with "protected territories," see below) within our System or any other person from originating a move in your Marketing Area, or from moving a Customer located outside your Marketing Area into your Marketing Area.

There are fewer than five Franchisees within our System who have "protected territories." Generally, other Franchisees within our System are barred from originating moves from these Franchisees' "protected territories." We no longer offer or renew licenses for "protected territories."

Since you cannot originate moves from “protected territories” previously licensed to other Franchisees in our System, a Franchisee having a “protected territory” (as opposed to a Marketing Area) cannot originate moves from your Marketing Area or any other Franchisee’s “protected territory” or Marketing Area. We reserve the right to specify or change procedures that affect one or more “protected territories” and/or Marketing Areas, and you must follow these procedures.

You must offer only services permitted by applicable law and that your Franchise Agreement authorizes. Generally, federal and state laws govern the moving industry and you must comply with all of these laws when operating your franchise business.

You must market within your Marketing Area and disclose in all advertising your business’ location, at least by using its city (or township, etc.) and state, except for advertising appearing on your business vehicles for which special advertising rules apply. You cannot market outside your area, except to the extent that the advertising, by its nature could not be limited to your Marketing Area. Examples of this may be internet, television and radio advertisements, hard copy yellow page ads published for your Marketing Area and newspaper ads in newspapers published for distribution in your Marketing Area. These ads, heard or seen outside your Marketing Area, would not be unauthorized advertising if the ads identified your business address and otherwise conform to the requirements of your Franchise Agreement. Additional requirements regarding advertising are described in Item 11. As with all other policies, we reserve the right to specify or change procedures and/or policies relating to advertising.

Subject to the paragraph below, you must provide a minimum number of hours of paid moves as follows: 100 hours per month average for the first six months after the franchise unit is opened; 200 hours per month average for the 7th through the 12th months; 300 hours per month average for the second year; with the average increasing each year after that by 100 hours, until you have reached a minimum average of 100 hours per month annually for each 50,000 population within the Marketing Area licensed to you.

If you acquire a franchise location that is a Marketing Area or “protected territory” (and/or portion thereof) of another franchisee (i.e. the Marketing Area or “protected territory” is “transferred” to you), you will be required to maintain the minimum amount of paid move hours described in your Franchise Agreement, treating the first year of operation under your Franchise Agreement to be the founding date of operation of the Marketing Area or “protected territory” where your franchise is located. For example, if the founding date for your Marketing Area or “protected territory” (or portion thereof) was May 1995, then for purposes of calculating your franchise’s minimum move hour performance requirement, May 1995 would be treated as the beginning date for measuring the minimum amount of move hours performance requirement. If your immediate predecessor operated below its minimum move hours performance requirements by 10% or more, you would have from the date you signed the Franchise Agreement until the second subsequent anniversary of the founding date to meet the minimum move hours performance requirements. For example, if the founding date of your under-performing Marketing Area was May 1, 1995 and the franchise was “transferred” to you on June 1, 2000, then you would have had until May 1, 2002 to meet the minimum move hours performance requirement.

If you fail to satisfy the minimum number of move hours required in any performance year as set forth above, we will measure your performance using the following alternative test to determine if you meet the minimum move hours performance requirements: we will divide the

average rate you invoiced your customers for engaging two movers (as opposed to three or four movers) and one truck for the performance year in question by the total gross receipts for your franchise for the performance year. If this result exceeds the minimum move hours described under the minimum move hours performance requirement described above, then you will have satisfied the minimum move hours performance requirement test.

If you fail to satisfy the minimum move hours performance requirement in any performance year using either of the tests described above, we can: (a) reduce the Marketing Area licensed to you to an area encompassing a population equal to 50,000 for each 100 hours of moves averaged by you each month during the prior 12 months, (b) offer to renew the Franchise Agreement at the end of its term based upon a reduced-in-size marketing area as we determine in our sole discretion, or (c) refuse to renew your Franchise Agreement at the end of its term. If your Marketing Area is reduced in size, your reduced Marketing Area will include your approved location, but will otherwise be determined by us in our sole discretion. Presently, we use the population figures published in the ARCGIS, ARCMAP Version 9.1 software.

Area Development Agreement

Under an Area Development Agreement, we identify a number of Marketing Areas within a designated geographical area that an Area Developer has exclusive rights to develop as **TWO MEN AND A TRUCK®** franchises for a defined period of time. The Marketing Areas, as noted above, have populations sufficient to support each **TWO MEN AND A TRUCK®** business. During the term of the Area Development Agreement, and so long as Area Developer is not in default of its obligations under it, we will not operate or grant a franchise license to any other person to operate a moving business using the Marks or Franchise System, or any other moving business in the designated geographical area subject of the Area Development Agreement.

We reserve the right to permit another **TWO MEN AND A TRUCK®** franchisee to park its trucks in your Marketing Area if an appropriate location for parking trucks within the other franchisee's marketing area cannot reasonably, in our sole discretion, be obtained. If we permit another franchisee to park its trucks in your Marketing Area, we 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(s), or other information that would distinguish its franchise from yours, unless otherwise required by law.

Item 13

TRADEMARKS

All franchise units must be operated under the **TWO MEN AND A TRUCK®** service marks. Our principal service marks include the name "**TWO MEN AND A TRUCK®**" and our logo, which is a portion of the front of a truck with two stick figures in it.

We filed an application for registration of the **TWO MEN AND A TRUCK®** service mark on October 27, 1989 with the United States Patent and Trademark Office ("PTO"). This application was issued Serial No. 834,243 and the proposed service mark was published October 23, 1990. After the resolution of an opposition proceeding, the application was amended in January 1993 for a concurrent use registration of the service mark with David Underwood d/b/a Two Guys and a Truck and The Moving Men, Inc. The registration was issued December 3, 1996, Registration Number 2,020,083. Based upon a concurrent use agreement, as amended, and

subsequent federal service marks issued by the PTO, our federal service mark rights for the **TWO MEN AND A TRUCK®** service mark extend every where within the United States, except the states of Maryland and Virginia and the District of Columbia.

The application for the **TWO MEN AND A TRUCK®** service mark for the extended geographic area described above was made on May 1, 2001. The registration was granted on October 18, 2005; Registration Number 3,006,814.

Our Franchisees can originate and/or end moves anywhere within the United States using any of our service marks, provided they satisfy all federal, state and local laws and abide by all the terms of their franchise agreements. Moves originating and/or ending in Maryland, Virginia and Washington D.C. must also satisfy two other conditions, which are described below in this Item 13 in the paragraph of subsection 1, entitled "Eastern United States Agreement."

We filed an application for registration of a combination service mark of our **TWO MEN AND A TRUCK®** name and logo with the United States Patent and Trademark Office on July 15, 1993. This registration became effective February 6, 1996; Registration Number 1,953,964. A second application for the combination service mark of our name and logo for the extended geographic area described above was made on May 1, 2001. This registration was granted on October 18, 2005; Registration Number 3,006,815. Our federal service mark rights for this registration are subject to the limitations as described in the paragraph above.

We filed an application for registration for The Company that's on the Move® with the PTO. The registration was issued on January 30, 1996; Registration Number 1,953,011.

We filed a registration application for MOVERS WHO CARE® with the PTO and received registration on August 29, 1995, now renewed, Registration Number 1,915,497.

We filed a registration application for our logo design with the PTO and received registration on January 12, 1999, Registration Number 2,217,107.

We filed a registration application for **STICK MEN UNIVERSITY®** with the PTO and received registration on February 29, 2000, Registration Number 2,323,802.

We filed a registration application for "The Grandma Rule" with the PTO and received registration on May 3, 2005, Registration Number 2,946,487.

We filed a registration application for "YOUR MEN AND A TRUCK", Serial No. 76/595,087 with the PTO on June 3, 2004. This application is pending.

Service marks for the **TWO MEN AND A TRUCK®** name have also been registered in the following States:

<u>STATE REGISTRATION</u>	<u>NUMBER</u>	<u>DATE OF ORIGINAL REGISTRATION</u>
Arizona	041614	09/21/98
Alabama	106-366	02/24/95
California	060125	01/11/05
Colorado	99789	09/06/94
Connecticut	22470	03/09/99
Florida	T95000000201	02/06/95
Georgia	S-19816	03/07/02
Illinois	85113	04/11/00
Indiana	5010-2620	09/28/94
Iowa	C220751	02/24/93
Kentucky	14832	06/03/97
Kansas	None	02/09/99
Louisiana	471332	08/24/89
Michigan	M09064	06/01/88
Minnesota	29173	10/05/99
Mississippi	None	08/31/99
Missouri	S015401	04/25/01
Nebraska	1000147468	11/26/90
North Carolina	T-11288	11/07/94
Ohio	69573	03/04/96
South Carolina	None	04/01/95
Tennessee	None	01/23/96
Texas	54549	06/08/95
Wisconsin	None	11/09/94

There are no agreements currently in effect that significantly limit our rights to use or license the use of our service marks in any manner material to the franchise, except as follows:

1. Eastern United States Agreement

We entered into an agreement relating to eastern areas of the United States in January 1993 with David S. Underwood of Alexandria, Virginia, who was/is doing business as "Two Guys and a Truck" ("Underwood Agreement.") The Underwood Agreement settled Underwood's opposition proceeding to our application to register the **TWO MEN AND A TRUCK®** service mark. The opposition proceeding was filed in June 1991 with the Trademark Trial and Appeal Court of the U.S. Patent and Trademark Office, and was titled David S. Underwood, Opposer, v. TWO MEN AND A TRUCK/USA, Inc., Applicant, File Number 84375. Under the agreement, the opposition proceeding was dismissed after a concurrent use registration proceeding relating to our application to register the **TWO MEN AND A TRUCK®** service mark was instituted.

In a December 20, 2000 amendment to the Underwood Agreement, we acquired the right to license our franchises in eastern areas of the United States that we previously were barred from developing. As a result of the amendment, the only remaining areas of the United States in which we cannot license franchisees using our **TWO MEN AND A TRUCK®** mark are Maryland, Virginia and Washington D.C.

As the result of the amendment, (and provided all federal, state and local trucking laws and regulations are satisfied), and conditioned upon our Franchisees abiding by the terms of their respective franchise agreements, our Franchisees can originate and/or end moves anywhere in the United States, although Franchisees intending to originate and/or end moves in Maryland, Virginia or Washington D.C. must also satisfy the following conditions: (i) they must not establish any Business Location using our **TWO MEN AND A TRUCK®** service marks in Maryland, Virginia or Washington D.C., and (ii) at least eighty percent (80%) of the subscribers to any media in which our Franchisees, agents or assigns advertise their moving business(es), must not be residents of Maryland, Virginia and Washington D.C. "Business Location" means any place where we, our Franchisees, agents or assigns have an office or other facility located to support a moving van or related business, including but not limited to parking areas and/or structures where trucks are, in the ordinary course of the business, parked, maintained or otherwise serviced or stored. Although we do not operate any **TWO MEN AND A TRUCK®** Units at the present time, this amendment also entitles us, our agents and assigns to operate Units as described above, so long as we satisfy the requisite conditions.

Under the amendment, Underwood and his agents and assigns acquired the right to originate and end moves using the name "Two Guys and a Truck" anywhere in the United States, so long as: (i) neither they, their agents, licensees or assigns have a Business Location (as defined above) anywhere in the United States outside of Maryland, Virginia or Washington D.C., and (ii) at least eighty percent (80%) of the subscribers to any media in which they, their agents, licensees and/or assigns advertise their moving business(es) are residents within Maryland, Virginia and Washington D.C. This amendment is permanent, unless amended by the parties.

2. Georgia Agreement

Under an agreement dated August 18, 2000 between us and Richard McBee, we 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. Richard McBee had previously acquired the rights to these names, marks and goodwill from Michael Ray Stooksbury and his affiliates. In exchange for our right to operate using these names and service marks, Richard McBee will receive 1/3 of the royalties, generally speaking, that we collect from Franchisees operating in Georgia. The agreement with Richard McBee also provides him or his assigns certain reversionary rights in the names and service marks under certain circumstances. With respect to these reversionary rights, the agreement states:

Reversion of Rights If we or our assign 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(s) or company-owned business(es) within the State of Georgia for a period of one year or more, then the rights assigned to us under the agreement with Richard McBee shall revert to him or his heirs, executors, administrators, successors or assigns upon thirty (30) days written notice from Richard McBee or his heirs, executors, administrators, successors or assigns of the intent to enforce the reversion right. This reversion, if enforced, shall have the effect of assigning, conveying, and transferring to Richard McBee all of our right, title, and interest in and to the names and service marks in the State of Georgia, together with the goodwill of the business symbolized by the names and service marks.

This means that if we or our assignee go into liquidation bankruptcy (Chapter 7 bankruptcy) or we or our assign stop operating franchises or company-owned businesses in Georgia for a period of one year or more, our right to operate franchises in the State of Georgia may terminate. This agreement is permanent, unless amended by the parties.

3. Indiana Agreement – John Mitchell Moving – Two Guys and A Truck

Under an Agreement of Understanding dated January 18, 2006 between us, and John Mitchell and John Mitchell Moving – Two Guys and a Truck Incorporated, an Indiana corporation, it was agreed that John Mitchell and John Mitchell Moving – Two Guys and a Truck Incorporated, and their agents, employees, representatives, officers, directors, successors, assigns, licensees and heirs could no longer operate any moving and/or related services business identified, advertised or promoted as “Two Guys and a Truck,” or any substantially similar words unless they included the words “John Mitchell Moving” immediately preceding the words “Two Guys and a Truck,” and in any event, it was agreed that they cannot locate any moving and/or related services business outside the state of Indiana that use the words “Two Guys and a Truck” or any confusingly similar words. It was also agreed that we and our agents, employees, representatives, officers, directors, successors, assigns and licensees, will not identify, advertise, promote and/or operate a moving or related services business using the words “John Mitchell”, “John Mitchell Moving” or “Two Guys and a Truck,” or any substantially similar words anywhere. We and they specifically agreed that the words “Two Men and a Truck” are not substantially similar words to “Two Guys and a Truck” for purposes of the agreement.

There are presently no determinations of the PTO, the Trademark Trial and Appeal Board, the Trademark Administrator of any State or of any court involving our service marks or logo. Nor is there any pending interference, opposition or cancellation proceeding or any pending material litigation involving our service marks.

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

You must promptly notify us, in writing, of any claim involving our marks or of any attempt by any other person to use our marks. We can, in our discretion, take any action necessary to protect our marks. We have the right to control any actions involving the service marks although you must cooperate fully in those actions. You do not have the right to defend or prosecute on your own any actions involving our marks. We are not required to defend you or indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding involving our service marks or if you incur liability in the proceeding. However, we intend to defend or prosecute actions as necessary to protect our service marks. Your right to use our service marks is subject to any existing use of the same or similar mark in the area in which you operate your franchise. As a result, you should check local listings to ensure that no conflicting use exists before you sign the Franchise Agreement. Except as described above, we do not know of any superior prior rights or infringing uses that could materially affect your use of our service marks.

We can, in our sole and absolute discretion, change our service marks, but only in good faith and on a uniform basis for all similarly situated franchisees in a particular market. The service marks are of substantial importance in marketing the franchise system, and for that

reason, we retain the sole and absolute right to retain or change our service marks. If we change our service marks, you must make those changes at your expense.

An Area Developer does not acquire any rights to use any of our service marks, logo or franchise system by signing an Area Development Agreement. By signing an Area Development Agreement an Area Developer acquires only the right to develop a multiple number of **TWO MEN AND A TRUCK®** Marketing Areas pursuant to a certain development schedule. Only after an Area Developer signs a Franchise Agreement for any given **TWO MEN AND A TRUCK®** Marketing Area does the Area Developer acquire rights to use our service marks, logo and franchise system, and the rights to use them are defined by the terms of each Franchise Agreement an Area Developer (or its affiliate, if applicable) signs.

Item 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We do not own any patents that would be material to your Franchise Agreement. We claim copyright protection of our Operations Manual and similar materials, although these materials are not registered with the United States Registrar of Copyrights. The Operations Manual and other aspects of our System are considered proprietary and confidential. You must use the Operations Manual and other aspects of our System only as provided in the Franchise Agreement or otherwise authorized by us. You must take reasonable steps to prevent disclosure of this information to others. To protect our proprietary and confidential information, we require that you have your employees sign an agreement of confidentiality prior to disclosing proprietary or confidential information to them.

There are no currently effective material determinations of the copyright office or any court regarding any of our copyrighted or proprietary materials. There are no agreements currently in effect that limit our rights to use or license the copyrighted or proprietary materials or any of our confidential information. We do not know of any superior prior right or infringing uses of our copyrighted materials or our proprietary information that could materially affect your use of those materials or information. We are not required by any agreement to protect or defend our copyrights or proprietary information, although we intend to protect our System.

Item 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You (or if you are a corporation, limited liability company or another legal entity, a representative approved in writing by us) must personally supervise the day-to-day operation of the franchise unit and personally exercise your best efforts to market the products and services of the franchise. You or your designated representative cannot delegate any substantial portion of this responsibility to a manager unless we approve the manager first. As described in Item 14, your manager must sign a confidentiality agreement. If the Franchisee is a corporation or other entity, the principals must personally guaranty the Franchisee's obligations to us (see the separate Guaranty that is part of the Franchise Agreement).

Item 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You can only offer local moving services and long distance moving services permitted by law and for which you have a legal license, if required, and other services authorized by us. You are permitted to operate at one geographical location within your Marketing Area. If you desire to open a second satellite location within your Marketing Area, and we permit you to do so, you must sign a satellite addendum with us. Currently, the additional services permitted include the sale of boxes, packing supplies and packing services (see Items 8 and 9). In some instances we may authorize a Franchisee to test-market a service. If we do so, the Franchisee must sign an agreement with us, authorizing the test-market.

You must only offer moving services as permitted by applicable law. You cannot originate moves from "protected territories" licensed to **TWO MEN AND A TRUCK®** Franchisees, and these "protected territory" Franchisees are barred from originating moves from your Marketing Area. We reserve the right to specify procedures for moves involving one or more "protected territories" and/or Marketing Area.

If you, your principal(s) and/or your affiliate(s) desire to commence the operation of any additional business after you become a Franchisee, you must provide us with a business plan that describes in substantial detail how you or your affiliate will maintain your **TWO MEN AND A TRUCK®** franchise business in accordance with the terms of your Franchise Agreement, while simultaneously operating the additional business. Prior to commencing the operation of the additional business, you, your principal(s) and/or your affiliate(s) must obtain our approval of the business plan, which approval will not be unreasonably withheld. Even if we approve your business plan, we can review it at any time after approval to determine if you and/or your affiliate are complying with the business plan. We can require you to modify the business plan, and you must modify it. You, your principal(s)' and/or your affiliate(s)' failure to comply with the business plan, as we determine in our sole discretion, will constitute a violation of the Franchise Agreement, and will entitle us to impose any/all remedies authorized under the Franchise Agreement.

Item 17

RENEWAL, TERMINATIONS, TRANSFER AND DISPUTE RESOLUTION

Franchise Agreement

The following table lists important provisions of the Franchise Agreement and Exhibits and Addenda. You should read these provisions in the agreements attached to this offering circular.

Provision	Section in Franchise Agreement	Summary
Length of Term of the Franchise Agreement	Article V, Section 1	The term is 5 years
Failure to maintain a minimum volume of business	Article II, Section 19	If you fail to maintain, year to year, a minimum amount of business, per Article 2, Section 18, we can: (a) reduce the size of your Marketing Area per Article I, Section 1, (b) offer a reduced size of territory upon renewal, or (c) refuse to offer renewal.
Renewal or extension of the term	Article V, Section 1	Renewal term -- one five (5) year term.
Requirements for you to renew or extend	Article V, Section 1	You must be in compliance with your existing Franchise Agreement during the term and at the time of renewal, give notice of your intent to renew, sign the then current franchise agreement, pay renewal fees, update any required equipment or operations, and complete any additional training we require.
Termination by you	Article V, Section 2	If we breach the Franchise Agreement and fail to cure after notice.
Termination by us without cause	None	
Termination by us with cause	Article V, Sections 3, 4, 5 & 6	If you breach Franchise Agreement or other agreement, including failing to pay royalties or other fees when due, or don't provide information or make misrepresentations about material issues regarding your franchise.
"Cause" defined -- defaults which cannot be cured	Article V, Section 4	Willful misrepresentations, unauthorized transfers, conviction of a crime, abandonment, repeated defaults and material adverse conduct
"Cause" defined -- defaults which can be cured	Article V, Sections 3, 5 and 6	Notice and cure period in 10 days for monetary defaults and 30 days for other defaults
Your obligations on termination/non-renewal	Article VI	Payment of all amounts due, complete de-identification, change telephone numbers and name, return Operation Manual, training manuals and promotional items, permit final inspection of financial records.

Assignment of Contract by us	Article VII, Section 1	We can assign if all obligations to you have been performed or are provided for.
"Transfer" by you - definition	Article VII, Section 2	Includes transfer of Franchise Agreement, assets or change of any interests in franchise.
Our approval of transfer by you	Article VII Section 2	We must approve all transfers but will not unreasonably withhold approval.
Conditions for our approval of transfer	Article VII, Section 2, 3 and 4	Transferee must sign then current Franchise Agreement, have a satisfactory character, credit rating and business experience, pay a transfer fee and complete our training program. You must sign a release of all claims against us.
Our right of first refusal to acquire your business	Article VII, Section 6	We can match any offer for the purchase of your business.
Your death or disability	Article VII, Section 5	Heirs or Executor must apply to us within 30 days of death to continue operation. If no acceptable successor is named within 180 days the franchise will terminate.
Non-competition covenants after the franchise is terminated or expires	Article VIII, Section 2	No involvement with a competing business for 2 years within your Marketing Area or within 20 miles of your Marketing Area or any other franchises.
Non-competition covenants during the term of the franchise	Article VIII, Section 2	No involvement with a competing business anywhere in the United States.
Modification of Agreement	Article XI, Section 12	No modifications unless in writing, but our specifications and Operations Manual are subject to change.
Integration/merger clause	Article XI, Section 12	Only the terms of the Franchise Agreement are binding. (subject to state law)
Dispute resolution by arbitration or mediation	None	
Choice of forum	Article X, Section 1	Litigation must be in Michigan Courts, subject to the state law of state where you are located.
Choice of law	Article X, Section 1	Michigan law applies, except as otherwise dictated by the law in the state in which you are located.

These States have statutes which may supersede the Franchise Agreement in your relationship with us, including the areas of termination and renewal of your franchise: ARKANSAS [Stat. Section 70-807], CALIFORNIA [Bus. & Prof. Code Sections 20000-20043], CONNECTICUT [Gen. Stat. Section 42-133e, et sec.], DELAWARE [Code Sections 2551-2556], HAWAII [Rev. Stat. Section 482E-1], ILLINOIS [ILCS, Ch. 815, Sections 705/1-705/44], INDIANA [Stat. Section 23-2-2.7], IOWA [Code Sections 523H.1-523H.17], MICHIGAN [Stat. Section 19.854(27)], MINNESOTA [Stat. Section 80C.14], MISSISSIPPI [Sections 75-24-51], MISSOURI [Stat. Section 407.400], NEBRASKA [Rev. Stat. Section 87-401], NEW JERSEY [Stat. Section 56:10-11], SOUTH DAKOTA [Codified Laws Section 37-5A-51], VIRGINIA [Code 13.1-557-574-13.1-564], WASHINGTON [Code Section 19.100.180], WISCONSIN [Stat. Section 135.03]. These and other States may have court decisions which supersede the Franchise Agreement in your relationship with us, including the areas of termination and renewal of your franchise.

Area Development Agreement

The following table lists important provisions of the Area Development Agreement. You should read these provisions in the Area Development Agreement attached to this offering circular.

Provision	Section in Franchise Agreement	Summary
Length of Term of the Area Development Agreement	Sections 3(A) and (B), and 4	Varies depending on the number of locations to be developed and economic conditions
Failure to develop franchise locations in accordance with development schedule	Section 4	If Area Developer fails to develop franchise locations as required by the development schedule, or as permitted by extension of the Agreement's term, we can terminate the Agreement
No renewal of Area Development Agreement; extensions may be permitted	Sections 3(B) and 4,	An Area Developer cannot renew the term of the agreement, although extensions, up to 180 days, are permitted in certain instances.
Conditions necessary for Area Developer to be permitted the on-going right to develop locations	Section 6(C)	An Area Developer must be in compliance with the Area Development Agreement and all Franchise Agreements it has with us at the time to be permitted the on-going right to develop and open other location(s) pursuant to the development schedule.
Termination by Area Developer	Sections 10(A) and (E)	If we breach the Area Development Agreement and fail to cure after notice.
Termination by us without cause	None	
Termination by us with cause	Sections 10(B), (C), (D) and (E)	If Area Developer breaches Area Development Agreement, including failing to pay all amounts when due or failing to develop and open franchise locations in accordance with development schedule.
"Cause" defined – defaults which cannot be cured	Section 10(C)	Willful and material misrepresentations relating to the acquisition of any franchise subject to the Area Development Agreement, unauthorized transfers, conviction or plea of no contest to certain crimes.
"Cause" defined – defaults which can be cured	Section 10(D)	Notice and cure period in 10 days for monetary defaults and 30 days for other defaults
Area Developer's obligations upon expiration or termination of Area Development Agreement	Section 10(F)	Area Developer will have no further right to develop additional franchises, and must abide by all obligations relating to our service marks, logos, franchise system, including the obligation to not infringe upon our service marks and logo and abide by all confidentiality and non-competition provisions.
Assignment of Area Development Agreement by us	Section 9(D)	We can assign all our rights under this Agreement without notice to the Area Developer.

“Transfer” by Area Developer – definition	Sections 9 (A) and (B)	No subfranchising; no right to transfer; rights under agreement are personal to Area Developer and cannot be transferred, unless we give written approval permitting the transfer per Section 9(C).
Area Developer’s death or incapacity	Section 9(C)	The representative of Area Developer must assume full time operation of the Area Developer’s duties within 90 days of death or incapacity of Area Developer, and must be qualified and acceptable to us and do the other requirements of Section 9(C).
Our approval of transfer by Area Developer	Section 9(B)	Area Developer has no right to transfer its interest. Transfer may occur only in case of Area Developer’s death or disability.
Conditions for our approval of transfer	Section 9(C)	Only in the event of the Area Developer’s death or disability will we have an obligation to permit a transfer of the Area Developer’s interest to a qualified transferee we approve.
Our right of first refusal to acquire your business	None, but see Franchise Agt.	
Non-competition covenants after the Area Development Agreement terminates or expires	Section 8(B)	No involvement with a Competing Business for 2 years within the Area Developer’s Geographic Area.
Non-competition covenants during the term of the Area Development Agreement	Section 8(B)	No involvement with a Competing Business, except for franchises authorized by the Area Development Agreement.
Modification of Agreement	Section 11(G)	No modifications unless in writing signed by the parties.
Party Obligated to Pay Costs of Enforcement/Indemnification	Section 11(D) and Section 12(B)	Area Developer responsible for paying all of our costs to enforce this Agreement and to indemnify us for any damages we suffer
Integration/merger clause	Section 11(G)	Only the terms of the Area Development Agreement are binding. (subject to state law)
Dispute resolution by arbitration or mediation	None	
Choice of forum	Section 11(B)	Litigation must be where we have our principal place of business, presently in Michigan, subject to the state law of state where Area Developer is located.
Choice of law	Section 11(A)	Michigan law applies, except as otherwise dictated by the law in the state in which Area Developer is located.

Item 18

PUBLIC FIGURES

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

Item 19
EARNINGS CLAIMS

Graph 1, on the next page, shows the number of **TWO MEN AND A TRUCK®** franchises that achieved sales volumes in each of the sales volume categories referenced during the 1st, 2nd, 3rd and 4th years of operation of the franchises. As used in the Graph, the 1st year of operation means the first 12 months of operation of the franchise, the 2nd year of operation means the 2nd 12 months of operation of the franchise, etc. Graph 1 also notes the range of ending dates for the 12 month periods represented in the Graph. The "2006" column in Graph 1 shows the number of Franchisees who have been in operation a minimum of 12 months at the end of 2006 who have achieved sales volumes in each of the sales categories during the 2006 calendar year.

Graph 2 (following the footnotes to Graph 1) lists the three lowest, three highest and average sales volumes achieved for each year of operation represented in Graph 1. Graph 2 also notes the percentage of franchises that met or exceeded the average sales for each of those years of operation. The 2006 column in Graph 2 only includes those Franchisees who were in business a minimum of 12 months at the end of 2006.

Graph 3 summarizes the year 2006 average of all operating costs and expenses reported by franchises that were in operation for at least one year. The averages are described as a percentage of gross sales.

Graph 1

Graph 1	First Year of Operation	Second Year Of Operation	Third Year of Operation	Fourth Year of Operation	Year 2006 Operation
Range of Ending Dates(*)	4/86-12/06	4/87-12/06	4/88-12/06	4/89-12/06	
\$0-\$100K	22 (c)	4 (b)	2 (a)	2 (a)	0
\$100-\$200K	33	15 (a)(e)	5 (a)	3	1
\$200-\$300K	28	13 (a)(e)	9 (a)	3 (a)(e)	2
\$300-\$400K	26 (h)	25	6	5	3
\$400-\$500K	20 (h)	16 (e)	27 (f)	15 (a)	3
\$500-\$600K	13 (e)	13	16 (a)(e)	14 (g)	14 (i)
\$600-\$700K	6	13 (h)	8	9	10
\$700-\$800K	7	9	10	7 (e)	8
\$800-\$900K	1	10	5	10 (a)(e)	9 (a)(e)
\$900-\$1 Mil.	1	3	6 (e)	5	10
\$1 - 1.5 Mil.	0	12	17	19 (e)	34
\$1.5 - 2 Mil.	0	1	6	8	15 (a)
\$2 - 3 Mil.	0	0	0	3	21
\$3 - 4 Mil.	0	0	0	0	4
\$4 - 5 Mil.	0	0	0	0	2
\$5 - 6 Mil.	0	0	0	0	2
Total Franchises(d)	157	134	117	103	138

(*) The ending dates for the 12 month periods represented in each year of operation in the table range by as much as 20 years. For example, in the 1st year of Operation, the earliest 12-month period represented ended in April 1986 and the latest 12-month period represented ended in December 2006. As a result, you must consider the effect of inflation, changes in economic conditions and other similar factors that could affect these numbers.

(a) This number includes one unit operated by principals or members of the family of principals of the Company.

(b) This number includes two units operated by principals or members of the family of principals of the Company.

(c) This number includes four units operated by principals or members of the family of principals of the Company.

(d) The franchises listed under each year of operation in the graph include all franchises that operated for at least the number of months represented by that year of operation, even if those franchises are no longer in the system.

(e) This number includes one unit that had a transfer of owners during the year. The unit was classified based on total sales for the year and counted as a single unit.

(f) This number includes two units that had a transfer of owners during the year. The units were classified based on the total sales for the year and counted as a single unit.

(g) This number includes three units that had a transfer of owners during the year. The units were classified based on the total sales for the year and counted as a single unit.

(h) This number includes one unit operated as a company store.

(i) This number includes two units operated as company stores.

Graph 2

	1st year	2nd year	3rd year	4th year	2006
1st Lowest	\$28,910	\$46,684	\$60,733	\$58,990	\$121,502
2 nd Lowest	\$33,950	\$51,552	\$65,892	\$73,126	\$249,866
3 rd Lowest	\$38,546	\$53,103	\$125,931	\$154,268	\$296,503
1st Highest	\$909,467	\$1,754,052	\$1,993,482	\$2,570,119	\$5,512,266
2 nd Highest	\$896,998	\$1,437,733	\$1,711,858	\$2,085,569	\$5,145,866
3 rd Highest	\$792,981	\$1,322,966	\$1,659,596	\$2,036,143	\$4,683,562
Average Sales	\$312,353	\$529,889	\$669,533	\$826,577	\$1,385,943
% meeting or exceeding average	44.6%	41.8%	37.6%	35.9%	37.0%

Graph 3

Expense Category	Expense as an Average Percent of Sales of All Franchises in Operation for Entire Year of 2006*	Percentage of Franchises Performing Better Than The Average for Expense Category
Direct Labor	34.24%	50.72%
Gen. Admin./Support Staff	22.92%	52.90%
Moving Truck Expenses	17.55%	59.42%
Operating Fees	8.56%	60.87%
Damages/Cost of Supplies	3.85%	60.87%
Advertising	4.18%	57.25%
Total	91.30% (1) (2)	

(*) For the year 2006, expense data from 138 franchise locations was used.

(1) Based on information provided to us by our franchisees, 75 of the 138 franchise locations had total expenses that were better (i.e. less) than the average total expenses.

(2) Based on information provided to us by our franchisees, the average net operating profit before taxes for the year 2006 was 8.70% (100% - 91.30%).

THESE GRAPHS ARE BASED ON ACTUAL FINANCIAL INFORMATION REPORTED TO US BY OUR FRANCHISEES. THIS INFORMATION HAS NOT BEEN AUDITED OR VERIFIED BY US. THESE GRAPHS SHOULD NOT BE VIEWED AS ASSURANCE THAT YOU WILL ACHIEVE ANY PARTICULAR SALES VOLUME OR INCUR ANY PARTICULAR COSTS OR EXPENSES. THEY SHOULD NOT BE CONSIDERED THE ACTUAL, POTENTIAL OR PROBABLE GROSS SALES OR COSTS OR EXPENSES THAT WILL BE EXPERIENCED BY YOUR FRANCHISE, IF YOU CHOOSE TO BECOME A FRANCHISEE. YOUR VOLUMES WILL BE AFFECTED BY THE CONDITION OF THE ECONOMY, BOTH LOCALLY AND NATIONALLY, THE STATUS OF THE COMPETITION, YOUR DILIGENCE AND EXPERIENCE AND MANY OTHER FACTORS BEYOND OUR CONTROL. YOUR INDIVIDUAL FINANCIAL RESULTS ARE LIKELY TO DIFFER FROM THE RESULTS STATED IN THE GRAPHS. EVEN SO, SUBSTANTIATION OF THE DATA USED IN PREPARING THESE GRAPHS WILL BE MADE AVAILABLE TO YOU UPON REASONABLE REQUEST.

GROSS SALES DO NOT REFLECT THE ACTUAL POTENTIAL INCOME OF A FRANCHISE AND SHOULD NOT BE RELIED UPON IN CALCULATING POTENTIAL PROFITABILITY. THE PROFITABILITY OF INDIVIDUAL FRANCHISE UNITS IS DEPENDENT ON A NUMBER OF FACTORS, WHICH CAN VARY DUE TO THE INDIVIDUAL CHARACTERISTICS OF THE FRANCHISE BUSINESS. THIS INCLUDES, FOR EXAMPLE, ECONOMIC OR MARKET CONDITIONS AND COSTS AND EXPENSES, SUCH AS THE COST OF OBTAINING TRUCKING LICENSES OR AUTHORITIES TO PERFORM LONG DISTANCE MOVES, LABOR COSTS INCURRED TO PROVIDE MOVING AND RELATED SERVICES, THE COST OF PURCHASING AND/OR FINANCING TRUCKS, PAYMENT OF ROYALTY AND ADVERTISING FEES TO US AND OVERHEAD COSTS INCURRED AT YOUR BUSINESS LOCATION, INCLUDING LEASE,

UTILITY AND INSURANCE EXPENSES. THESE AND OTHER VARIABLE COSTS AS DESCRIBED IN ITEMS 6 AND 7 SHOULD BE CONSIDERED.

WE DO NOT PROVIDE ANY GUARANTY OR ASSURANCE THAT ANY FRANCHISEE WILL ATTAIN THE SALES OR INCUR THE COSTS AND EXPENSES REFLECTED IN THESE GRAPHS, OR ANY INCOME OR PROFIT THAT COULD BE DERIVED FROM SUCH SALES. IF ANYONE RELIES ON THESE FIGURES, THEY MUST ACCEPT THE RISK OF NOT DOING AS WELL.

OTHER THAN THE INFORMATION CONTAINED IN THIS ITEM AND OTHER ITEMS REFERENCED IN IT AND ANY SUBSTANTIATION OF THE INFORMATION, WE DO NOT FURNISH OR AUTHORIZE OUR RECRUITERS OR SALES PEOPLE TO FURNISH ANY ORAL OR WRITTEN INFORMATION CONCERNING THE ACTUAL OR POTENTIAL SALES, COSTS, INCOME OR PROFITS OF OUR FRANCHISE BUSINESS. ACTUAL RESULTS VARY FROM UNIT TO UNIT AND WE CANNOT ESTIMATE THE RESULTS OF ANY PARTICULAR FRANCHISE. WE WILL NOT BE BOUND BY ALLEGATIONS OF ANY UNAUTHORIZED REPRESENTATION AS TO EARNINGS, SALES, PROFITS OR PROSPECTS OR CHANCES OF SUCCESS.

Item 20
LIST OF OUTLETS

Franchises

INFORMATION ON FRANCHISE UNITS AS OF THE END OF 2004, 2005 and 2006.

State	Franchises Operating			Franchises Granted but not yet Operating			Company Operated Units Operating			Totals		
	04	05	06	04	05	06	04	05	06	04	05	06
Alabama	4	5	5	1						5	5	5
Arizona	6	7	9							6	7	9
Arkansas	1	0	1							1	0	1
California		1	2		1	1	1	1	1	1	3	4
Colorado	4	5	6							4	5	6
Connecticut	1	1	1							1	1	1
Delaware						1						1
Florida	13	17	18	3		1				16	17	19
Georgia	12	13	13			1				12	13	14
Illinois	4	4	4							4	4	4
Indiana	3	7	9	1						4	7	9
Iowa	1	1	1							1	1	1
Kansas	1	1	1							1	1	1
Kentucky	2	3	3		1	1				2	4	4
Michigan	16	15	14				3*	3*	4*	19	18	18
Minnesota	3	4	4	1						4	4	4
Mississippi	1	1	1							1	1	1
Missouri	4	4	4							4	4	4
Nebraska	2	2	2							2	2	2
New Jersey	2	2	2							2	2	2
North Carolina	7	7	8							7	7	8
Ohio	9	12	12	2						11	12	12
Pennsylvania		2	2		1					1	2	2
South Carolina	5	5	5							5	5	5
Tennessee	6	5	5							6	5	5
Texas	4	3	4						2	4	3	6
Utah	2	3	3							3	3	3
Washington			1			3		1	1		1	5
Wisconsin	5	5	5							5	5	5
TOTALS	119	135	145	9	2	8	4	5	8	132	142	161

- For purposes of this Item, Company Operated Units include franchises we and/or our affiliates own. Mary Ellen Sheets, Melanie Bergeron, Brig Sorber and Jon Sorber are affiliates of ours because they are members of our Board of Directors. Mary Ellen Sheets, Melanie Bergeron, Brig Sorber and Jon Sorber, through their corporation, own the Lansing, Michigan franchise location. Jon Sorber and his wife, through their corporation, own the two Grand Rapids, Michigan franchises.

FRANCHISE UNITS OPENED AND CLOSED DURING 2004, 2005 and 2006.

State	Franchises Opened			Company Operated Franchises Opened			Franchise Units Closed (Not Transferred, Reacquired, etc.)			Company Operated Franchises Closed		
	04	05	06	04	05	06	04	05	06	04	05	06
Alabama	1	1										
Arizona	2	1	2									
Arkansas			1					1				
California		1	2	1					1			
Colorado	1	1	1									
Connecticut												
Delaware			1									
Florida	2	4	2									
Georgia	2	1	2						1			
Illinois	2											
Indiana	2	4	2									
Iowa												
Kansas												
Kentucky		1										
Michigan			1						1			
Minnesota	2	1										
Mississippi												
Missouri												
Nebraska												
New Jersey	1											
North Carolina			1									
Ohio	1	3										
Pennsylvania		2										
South Carolina												
Tennessee								1				
Texas			1			2	1	1				
Utah	1											
Washington		1	1		1							
Wisconsin												
TOTALS	17	21	17	1	1	2	1	4	2	0	0	0

**FRANCHISE TRANSFERS, TERMINATIONS, ETC.
DURING 2004, 2005 and 2006.**

<u>State</u>	Franchises Transferred			Franchises Terminated By Home Office			Franchises Not Renewed Or Reacquired By Us			Franchises That Otherwise Left The System		
	04	05	06	04	05	06	04	05	06	04	05	06
Arizona												
Arkansas					1							
California						1						
Colorado		1										
Florida	1											
Georgia						1						
Illinois												
Indiana			1									
Kentucky												
Louisiana												
Michigan	3	2			1	1						
Minnesota												
North Carolina												
Ohio												
South Carolina												
Tennessee								1				
Texas				1						1		
Wisconsin	1											
Totals	5	3	1	1	2	3	0	1	0	1	0	0

FRANCHISE UNITS PROJECTED TO BE OPENED DURING 2007 FISCAL YEAR.

State/ County	Franchises	Company Operated Stores
Arkansas	1	
California	7	
Connecticut	1	
Florida	4	
Georgia	2	
Nevada	2	
New York	1	
Ohio	2	
Texas	7	1
Washington	2	
Total	29	1

A list of the names of all Franchisees and the addresses and telephone numbers of the franchise units they operate are listed on Exhibit H. A list of the name and last known address of every Franchisee who has had a Franchise Agreement terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement during 2006, or who has not communicated with us within 10 weeks of our application date is attached as Exhibit I.

Area Development Agreements

We can offer an Area Development Agreement to a qualified person for a geographic area where we believe offering multiple opportunities to one entity to open franchises may be beneficial to our growth. Presently, we have one Area Developer with rights similar to those being offered by us in this offering circular operating in the Indianapolis, Indiana market.

AREA DEVELOPMENT AGREEMENTS PROJECTED TO BE OPENED DURING 2007 FISCAL YEAR

State/County	Projected Area Development Agreements to be Entered in 2007
California	1
Nevada	1
Total	2

Item 21

FINANCIAL STATEMENTS

Our financial statements listed below are attached as Exhibit J.

An Audited Balance Sheet as of December 31, 2004, 2005 and 2006 and the related Statements of Income, Retained Earnings and Cash Flows for the years ended December 31, 2004, 2005 and 2006. Unaudited Balance Sheet and related Statements of Income for the period after December 31, 2006 if and as required by State Administrator.

Item 22

CONTRACTS

The following contracts are attached to this Offering Circular:

- Franchise Agreement - Exhibit C
- Specifics - Exhibit 1, attached to the Franchise Agreement
- Guarantee - Exhibit 2, attached to the Franchise Agreement
- Telephone Number, Internet Domain Name and E-Mail Address Assignment - Exhibit 3, attached to the Franchise Agreement
- Software License Addendum - Exhibit 4, attached to the Franchise Agreement
- Intranet User Agreement and franchisee Non-Disclosure Agreement - Exhibit 5, attached to the Franchise Agreement
- Truckie Addendum - Exhibit 6, attached to the Franchise Agreement
- Area Development Agreement – Exhibit D

Item 23

RECEIPT

Two copies of a Receipt that acknowledges your receipt of this Offering Circular, including all Exhibits, are attached as K. You must date and sign one copy of the Receipt and deliver it to us.