

**(NOTICE PURSUANT TO SECTION 8(1) AND 8(3)  
OF MICHIGAN'S FRANCHISE INVESTMENT LAW)**

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU.

1. A prohibition on the right of a franchisee to join an association of franchisees.
2. A requirement that a franchisee assent to a release, assignment, novation, waiver or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.
3. A provision that permits a Franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than thirty (30) days, to cure such failure.
4. A provision that permits a Franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures and furnishings. Personalized materials which have no value to the Franchisor and inventory, supplies, equipment, fixtures and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (1) the term of the franchise is less than five (5) years and (2) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logo-type, advertising or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least six (6) months advance notice of Franchisor's intent not to renew the franchise.
5. A provision that permits the Franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
6. A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
7. A provision which permits a Franchisor to refuse to permit a transfer of a franchise agreement, except for good cause. This subdivision does not prevent a Franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

- a. the failure of the proposed transferee to meet the Franchisor's then current reasonable qualifications or standards;
- b. the fact that the proposed transferee is a competitor of the Franchisor or sub-Franchisor;
- c. the unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations; and
- d. the failure of the franchisee or proposed transferee to pay any sums owing to the Franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

8. A provision that requires the franchisee to resell to the Franchisor items that are not uniquely identified with the Franchisor. This subdivision does not prohibit a provision that grants to a Franchisor the right of first refusal to purchase the assets of a franchisee on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the Franchisor the right to acquire the assets of a franchisee for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subsection 3.

9. A provision which permits the Franchisor to directly or indirectly convey, assign or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

If Franchisor's most recent unaudited financial statement shows a net worth of less than One Hundred Thousand (\$100,000) Dollars, you have the right to request the escrow of the initial investment and other funds paid until obligations to provide real estate, improvements, equipment inventory, training or other items included in the franchise offering are fulfilled.

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE ATTORNEY GENERAL.

ANY QUESTIONS REGARDING THIS NOTICE MAY BE DIRECTED TO THE STATE OF MICHIGAN, DEPARTMENT OF ATTORNEY GENERAL, CONSUMER PROTECTION DIVISION, ATTN: FRANCHISE, 670 LAW BUILDING, LANSING, MICHIGAN 48913, TELEPHONE (517) 373-7117.

## **Non-Discrimination Policy**

**TWO MEN AND A TRUCK®/INTERNATIONAL, Inc.** is committed to ensuring equal opportunity for all Franchisee prospects. To that end, it is our policy to actively promote our franchise opportunity within diverse communities and identify qualified candidates from these communities.

**TWO MEN AND A TRUCK®/INTERNATIONAL, Inc.** prohibits discrimination based on a prospect's race, age, religion, national origin, disability, gender or any other illegal basis. Franchise awarding decisions will be based solely on criteria (financial, business acumen, personal integrity and other relevant factors) we consider necessary to determine the qualifications of a candidate and which are generally spelled out during the licensing process.

**TWO MEN AND A TRUCK®** is dedicated to living out the System's core values, and this includes ensuring equal access to our moving services for all potential Customers. To that end, every **TWO MEN AND A TRUCK®** franchise must be committed to providing service to potential Customers without regard to their race, age, religion, national origin, disability, gender or any other illegal basis. Violations of this policy may result in Home Office taking action against an offending franchisee up to and including termination of the Franchise Agreement.

The **TWO MEN AND A TRUCK®** core purpose is "to be a role model in our industry," and we are committed to living out this purpose as we strive to uphold our commitment to non-discrimination.