Franchise
Disclosure Document

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Franchise Disclosure Document

FlyFoe, LLC
A Massachusetts limited liability company
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www.FlyFoe.com

FlyFoe®

As a FlyFoe franchisee you will operate a business which provides mosquito and tick control services and other related services ("Franchised Business").

The total investment necessary to begin operation of a FlyFoe Select Market Franchised Business is from $72,940 to $105,240, which includes $17,000 to be paid to the franchisor. The total investment necessary to begin a FlyFoe Select Market Franchised Business if you are a qualified service veteran of the United States armed forces or Local Hero is $69,940 to $102,240, which includes $14,000 that must be paid to the franchisor. The total investment necessary to begin a FlyFoe Select Market Conversion Franchised Business is $64,440 to $96,740, which includes $8,500 to the franchisor.

The total investment necessary to begin operation of a FlyFoe Enterprise Market Franchised Business is from $89,940 to $122,240 which includes $34,000 to be paid to the franchisor. The total investment necessary to begin a FlyFoe Enterprise Market Franchised Business if you are a qualified service veteran of the United States armed forces or Local Hero is $86,940 to $119,240, which includes $31,000 that must be paid to the franchisor. The total investment necessary to begin a FlyFoe Enterprise Market Conversion Franchised Business is $72,940 to $105,240, which includes $17,000 to the franchisor.

The total investment necessary to begin operation of a FlyFoe Multi-Unit Enterprise Market Franchised Business is from $139,490 to $178,490 which includes $68,000 to be paid to the franchisor. The total investment necessary to begin a FlyFoe Multi-Unit Enterprise Market Franchised Business if you are a qualified service veteran of the United States armed forces or Local Hero is $136,490 to $175,490, which includes $65,000 that must be paid to the franchisor.

This disclosure document summarizes certain provisions of your Franchise Agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no government agency has verified the information contained in the document**.

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Charles Lynch at 77 North Washington Street, 3rd Floor, Boston, Massachusetts 02114, Telephone (888) 435-9363, FDD@flyfoe.com.

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure to an advisor like a lawyer or accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising such as "A Consumer Guide to Buying a Franchise", which can help you understand how to use this disclosure document is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania

Avenue NW, Washington, DC 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

There may also be laws on franchising in your state. Ask your state agencies about them.

Issuance date: April 29, 2020, as amended September 10 2020

How to Use This Franchise Disclosure Document

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

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

What You Need To Know About Franchising *Generally*

Continuing responsibility to pay fees. You may have to pay royalties and other fees even if you are losing money.

Business model can change. The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

Supplier restrictions. You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

Operating restrictions. The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

Competition from franchisor. Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

Renewal. Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

When your franchise ends. The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit A.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Massachusetts. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Massachusetts than in your own state.

2. **Financial Condition**. The franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor's financial ability to provide services and support to you.

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

NOTICE REQUIRED
BY
STATE OF MICHIGAN

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, according to the Michigan Department of Attorney General, Consumer Protection Division (the "Division"), the provisions are void and cannot be enforced against you:

(a) A prohibition on the right of a franchisee to join an association of franchisees.

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided by the Michigan Franchise Investment Law. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

(c) 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 30 days, to cure such failure.

(d) 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: (i) the term of the franchise is less than 5 years and (ii) 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, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.

(e) 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 subsection does not require a renewal provision.

(f) A provision requiring that arbitration or litigation be conducted outside the State of Michigan. 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.

(g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, 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:

(i) The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.

(ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.

(iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(iv) 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.

(h) 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 a right of first refusal to purchase the assets of a franchise 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 franchise for the market value 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 subdivision (c) above.

(i) 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.

The fact that there is a notice of this offering on file with the Attorney General of Michigan does not constitute approval, recommendation, or endorsement by the Attorney General.

Any questions regarding this notice should be directed to:

Franchise Administrator
Consumer Protection Division
Antitrust and Franchise Unit
Michigan Department of Attorney General
670 Law Building
Lansing, Michigan 48913
(517) 373-7117

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Item 1
THE FRANCHISOR AND ANY PARENT, PREDECESSORS AND AFFILIATES

To simplify the language in this Disclosure Document, "**we**", "**us**", "**ours**", or "**Franchisor**" refers to FlyFoe, LLC, the franchisor. "**You**" means to the person or any corporation, partnership or legal entity who buys the franchise, including the franchisee's owners and partners.

The Franchisor
We are a Massachusetts limited liability company that was formed on November 30, 2017. Our principal business address is 77 North Washington Street, 3rd Floor, Boston, Massachusetts 02114. We conduct business under our corporate name, under the trade name and service mark "FLYFOE", URLs, domain names, website addresses, email addresses, digital cellular addresses, wireless web addresses and the like ("e-names") and associated logos, designs, symbols and trade dress (collectively, the "Marks"). We have never operated a business similar to the Franchised Business. We have 6 FlyFoe franchises.

Parent, Predecessors and Affiliates
We have no predecessors. Effective July 28, 2020, our ownership reorganized exchanging its membership interest in us with our new parent HS Group Holding Company, LLC, ("HSGH") a Delaware limited liability company formed on July 23, 2020. HSGH maintains its principal place of business Rockefeller Center, 630 Fifth Avenue, Suite 400, New York, New York 10111.

Through common ownership, we are affiliated with MaidPro Franchise LLC ("MaidPro"), a franchisor of businesses which provide residential and commercial cleaning and other related services to individuals and businesses within designated service areas. MaidPro's principal business address is 77 North Washington Street, Boston, Massachusetts 02114. Its predecessor MaidPro Franchise Corporation ("MFC") formed under the laws of the Commonwealth of Massachusetts on February 15, 1996, and this was converted by its member into a limited liability company under the laws of the State of Delaware on July 22. 2020. MaidPro and MFC has been offering residential and commercial cleaning service franchises since February 1997. MaidPro has 269 franchise locations.

Through common ownership, we are affiliated with Men In Kilts US, LLC, ("MIK") is a franchisor of businesses which provide window cleaning, gutter cleaning, pressure washing, siding cleaning, snow removal and other related services. MIK's principal business address is 77 North Washington Street, Boston, Massachusetts 02114. MIK was formed in Massachusetts on February 22, 2019. MIK initiated offering franchises on March 29, 2019 and has 5 franchises. MIK has not offered franchises in any other lines of business.

Through common ownership, we are affiliated with Pestmaster Franchise Network, LLC ("Pestmaster"), a franchisor of businesses which provide structural and agricultural pest control and related services. Pestmaster's principal business address is 9716 South Virginia Street, Suite E, Reno, Nevada 89511. Pestmaster, a Delaware limited liability company, was formed on August 28, 2020. Pestmaster through its predecessor has been offering franchises since June 1991 and has 30 franchises. Pestmaster has not offered franchises in any other lines of business.

Except as disclosed above, neither we, nor our affiliates nor any of our managers, officers or the managers or officers of our affiliates currently operates any other types of businesses which offer franchises or provide products or services to our franchisees. Except as described above, there are no other parents, predecessors or affiliates required to be disclosed in this Item 1. We have never operated a business similar to the Franchised Business.

Agents for Service of Process
Please refer to Exhibit A for agent for service of process.

The Franchised Business Offered
We franchise the right to provide our mosquito and tick control and other related services to the public. If you receive our approval, you may sign a FlyFoe franchise agreement ("**Franchise Agreement"**), see Exhibit C) to establish and operate the Franchised Business according to our established system ("**System**").

We offer franchises for the right to operate a mosquito and tick control business using the FlyFoe Marks and our System. FlyFoe businesses will engage in the offering and sale of mosquito and tick control services for residential and commercial customers. This treatment is applied at customers' locations by technicians using specialized spray equipment.

The distinguishing characteristics of the System include, without limitation, our distinctive Marks, uniform standards, specifications, and procedures for operations; quality and application of the mosquito and tick control products, equipment and services provided by licensed professionals; our confidential techniques for selling products, services, contracts; route optimization; day-to-day operations; marketing techniques; logos; uniforms; instructional materials and training courses; advertising and promotional programs related to the operations of your FlyFoe Franchised Business. (Please note: any and all aspects of the System may be changed, improved, and further developed by us from time to time.)

The Franchise Agreement allows you to use our Marks in the operation of the franchise. You must conduct the franchise according to our Confidential Operations Manual and other manuals and instructional materials that we create in the future for use in the System **("Confidential Manuals").** You must offer only those services, equipment and products which we specify, and in the manner we specify. You must use only the business management software and credit card processing service approved by us, and you must obtain certain equipment, supplies, products, services and printed materials only from us or third-party suppliers who meet our specifications and whom we have approved in advance.

We also offer conversion franchises to individuals and entities that have offered mosquito and tick control services similar or identical to the services of the Franchised Business for at least one year and that have generated more than $50,000 in sales during that one year period in that business. Conversion franchisees will sign the Franchise Agreement and Conversion Franchise Agreement. All terms of the Franchise Agreement will apply to the conversion franchisee unless otherwise specified in this Disclosure Document.

Regulations, Licenses and Permits
In addition to those laws and regulations that apply to all businesses in general, there are specific regulations pertaining to this industry and you must comply with all local, state and federal pesticide codes and regulations and all Environmental Protection Agency ("**EPA**") and other environmental regulations pertaining to the use, disposal and storage of pesticides. You may have requirements set by local and state authorities to obtain certain permits, registrations, certifications or licenses to operate a mosquito and tick control business in your state. You should consult with your local agencies and/or your attorney. You must obtain all required licenses and permits, and ensure that your employees and others providing mosquito and tick control services to customers on behalf of your FlyFoe Franchised Business have all required licenses and permits, relating to the operation of your mosquito and tick control business. The failure to maintain the proper licensing and permits is a material breach of the Franchise Agreement. In certain jurisdictions you must have between 1 to 3 years of experience to qualify for an

individual pesticides license. If you are located in any of those jurisdictions and do not have the required experience, you must hire at least one individual with the necessary license or partner with an individual with the necessary license. Additionally, various jurisdictions require every employee involved in the application of pesticides to be trained and tested and you must ensure compliance with all such requirements. In addition, you must comply with all federal, state and local laws that apply to businesses generally, including the Americans with Disabilities Act, building and construction laws and codes, health and sanitation, permits and waste disposal. You are responsible for complying with all applicable laws and regulations. You should research these requirements before you invest.

Market Competition
The market for mosquito and tick control is well established and growing. Your competition may include other mosquito and tick control companies or services, self-employed individuals and stores and outlets that sell insect control products.

The mosquito and tick control business is seasonal. Your spraying season will vary based on the geographical location of your territory. Generally, the spraying season will vary between 5 and 9 months.

Item 2
BUSINESS EXPERIENCE

Manager & Chief Executive Officer- Mark Kushinsky

Since our formation in November 2017 Mark Kushinsky has been a Manager and Chief Executive Officer ("CEO"). Since September 2020, Mr. Kushinsky has been CEO of Pestmaster. Since August 2020, Mr. Kushinsky has been CEO of HSGH. Since July 2020, Mr. Kushinsky has been MaidPro's CEO. From April 2008 to July 2020, Mr. Kushinsky was MFC's Chairman of the Board and CEO. From April 2008 to March 2020, Mr. Kushinsky was Chairman of Board of Directors of MaidPro, Inc., located in Boston, Massachusetts. Since February 2019 Mark Kushinsky has been MIK's CEO and Manager.

President - Richard Sparacio

Since our formation in November 2017 Richard Sparacio has been President. Since April 2008, Mr. Sparacio has been MaidPro's President. From April 2008 to March 2020, he was President of MaidPro, Inc., located in Boston, Massachusetts. Since February 2019 Richard Sparacio has been MIK's President.

Manager – Ervin Cash

Since August 2020 Ervin Cash has served as a Manager. Since August 2020, Mr. Cash has been Chairman, Board of Managers of HSGH. Since August 2020 Mr. Cash has served as a Manager of our affiliate Men in Kilts. Since May 2018, Mr. Cash has been CEO and President of Strategies for Impact, Inc, located in Montecito, California. From March 2016 to May 2018 Mr. Cash was CEO & President of SloanLED, located in Ventura, California. From December 2012 to March 2016, Ervin Cash was CEO and President of AERCO, located in Blauvelt, New York.

Manager – Stephen Rice

Since August 2020 Stephen Rice has served as a Manager. Since August 2020, Mr. Rice has served as a Manager of HSGH. Since August 2020 Mr. Rice has served as a Manager of our affiliate Men in Kilts. Since October 2010 Mr. Rice has been a Principal of The Riverside Company, located in Cleveland, Ohio.

Manager – Caroline Peck

Since August 2020 Carolyn Peck has served as a Manager. Since August 2020, Ms. Peck has served as a Manager of HSGH. Since August 2020 Ms. Peck has served as a Manager of our affiliate Men in Kilts. Since June 2017, Ms. Peck has been an Associate with The Riverside Company. From June 2016 to August 2016, Carolyn Peck was Summer Analyst at The Riverside Company, located in Santa Monica, California.

Chief Operating Officer – Christopher Chapman

Since November 2017 Christopher Chapman has been our Chief Operating Officer. Since January 2015 Mr. Chapman has been MaidPro's Chief Operating Officer. Since February 2019, Christopher Chapman has been MIK's Chief Operating Officer.

Vice President, Planning & Development- Charles Lynch

Since November 2017 Charles Lynch has been our Vice President, Planning & Development. Since April 2009 Mr. Lynch has served as MaidPro's Vice President of Planning & Development. Since February 2019, Charles Lynch has been MIK's Vice President of Planning & Development. Since October 2020 Mr. Lynch has served as Pestmaster's Vice President, Planning & Development.

Senior Vice President of Technology & Operations – Andrea Hohermuth

Since December 2018 Andrea Hohermuth has been our Senior Vice President of Technology & Operations. From November 2017 to December 2018, Ms. Hohermuth was our Vice President of Technology. Since December 2018 Ms. Hohermuth has been MaidPro's Senior Vice President of Technology & Operations. From November 2015 to December 2018, Ms. Hohermuth was MaidPro's Vice President of Technology. Prior to joining MaidPro from January 2013 to November 2015, Ms. Hohermuth served in several Director Roles, including Director of Implementations, Key Accounts & Strategic Partnerships, at Cayan LLC. Since December 2019 Ms. Hohermuth has been MIK's Senior Vice President of Technology & Operations. From February 2019 to December 2019, Andrea Hohermuth was MIK's Vice President of Technology.

Vice President, Consumer Marketing - James Doyle

Since November 2017 James Doyle has been our Vice President, Consumer Marketing. Since June 2009, Mr. Doyle has been MaidPro's Vice President, Consumer Marketing. Since February 2019 James Doyle has been MIK's Vice President, Consumer Marketing.

Director of Operations – Brett H. Shraiar

Since November 2017 Brett Shraiar has been our Director of Operations. From July 2011 to November 2017, Mr. Shraiar was MaidPro's Manager, Business Coaching.

Franchise Development Manager – Stephanie Salzman

Since February 2019 Stephanie Salzman has been our Franchise Development Manager. From November 2017 to February 2019, Ms. Salzman was our Franchise Developer. Since February 2019 Ms. Salzman has been MaidPro's Franchise Development Manager. From June 2013 to February 2019, Ms. Salzman was MaidPro's Franchise Developer. Since February 2019, Stephanie Salzman has been MIK's Franchise Development Manager. Since October 2020, Ms. Salzman has been Pestmaster's Franchise Development Manager.

Franchise Development Manager – Alison Lair

Since February 2019 Alison Lair has been our Franchise Development Manager. From November 2017 to February 2019, Ms. Lair was our Franchise Developer. Since February 2019 Ms. Lair has been MaidPro's Franchise Development Manager. From June 2013 to February 2019, Ms. Lair was MaidPro's Franchise Developer. Since February 2019, Alison Lair has been MIK's Franchise Development Manager. Since October 2020, Ms. Lair has been Pestmaster's Franchise Development Manager.

Item 3
LITIGATION

No litigation is required to be disclosed in this Item.

Item 4
BANKRUPTCY

No bankruptcy information is required to be disclosed in this Item.

Item 5
INITIAL FEES

We offer a choice of market types, based on the number of Targeted Households of the operating territory. The minimum initial franchise fee and the minimum number of Targeted Households in the exclusive operating territory for all markets offered are as follows:

Market Type	Initial Franchise Fee	Minimum Targeted Households in Operating Territory
Select	$17,000	20,000
Enterprise	$34,000	40,000
Multi-Unit Enterprise	$68,000	80,000

The initial cost of your franchise is broken down into two segments; a franchise fee of $17,000, $34,000 or $68,000 depending on operating territory size, and the optional purchase of additional territory over and above the minimum Targeted Households listed above.

The initial franchise fee of a Select Market Franchised Business includes up to 20,000 Targeted Households. The initial franchise fee of an Enterprise Market Franchised Business includes 40,000 Targeted Households. The initial franchise fee of a Multi-Unit Enterprise Market Franchised Business includes 80,000 Targeted Households. See Item 12 for a full description of Targeted Households and Territory. Each additional qualified household costs $0.85 and that cost will be added to the initial franchise fees set above.

You must pay the initial franchise fee for either an Enterprise Market franchise or a Multi-Unit Enterprise Market franchise in one lump sum when you sign the franchise agreement. You may pay the initial franchise fee for a Select Market franchise in one lump sum when you sign the franchise agreement or if you are creditworthy, we may offer to finance $5,000 of the initial franchise fee. These fees are uniform but may change in the future.

At the time you purchase the Franchised Business you may elect to purchase an exclusive option to acquire additional territory. You must pay an option fee which is equal to 20% of the then current purchase price for these additional zip codes. The option fee is due in one lump sum when you sign the franchise agreement. You must exercise your option to purchase the additional territory within 18 months following the date you sign the franchise agreement. (Franchise Agreement, Addendum K)

We currently offer a cross-brand discount of 30% of the then-current franchise fee to any MaidPro or Men In Kilts US franchisee, who is in good standing and desires to purchase a FlyFoe franchise. We also currently offer a discount of 30% of the then-current franchise fee to any FlyFoe franchisee, who is in good standing and desires to purchase a MaidPro or Men In Kilts US franchise.

We currently offer a discount to current insect control service business owners who desire to convert their business to a FlyFoe Franchise. If you are applying for a conversion franchise, you must complete our Conversion Franchise Application. If your application is approved, you will sign the Conversion Franchise Agreement, and based on your prior year's annual sales volume your franchise fee will be reduced. If your sales volume for the prior year is a minimum of $50,000 but less than $200,000 you will be granted a 100% reduction on a Select Market Franchised Business franchise fee, but you will still have to pay $0.85 per each qualified household purchased over 20,000 Targeted Households. If your sales

volume for the prior year exceeds $200,000 you will be granted a 100% reduction on an Enterprise Market Franchised Business franchise fee, but you will still have to pay $0.85 per each qualified household purchased over 40,000 qualified Targeted Households. (Conversion Franchise Agreement, Sections 2 and 3)

We currently offer a "Local Hero" discount to police officers, firefighters, doctors, nurses and paramedics/emergency medical technicians (EMT). We also participate in the International Franchise Association's VetFran program. If you are a qualified veteran of the United States armed forces or Local Hero, the initial franchise fee is reduced by $3,000.

We pay a referral fee to any current franchisee for each candidate referred to us who meets our qualifications and signs a franchise agreement. Currently the fee is as follows:

First referral: $2,500
Second referral and subsequent referrals: $5,000

We reserve the right to change, modify or discontinue these discount and referral programs at any time.

The initial fees are fully earned and non-refundable when paid. You pay us or our affiliates no other fees or payments for services or goods before your Franchised Business opens.

Item 6
OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty Fee	The following percentages are based on your gross monthly sales: $0 -$50,000 9% $50,000.01-$100,000 8% $100,000.01-$200,000 7% over $200,000 6%	Due by automatic debit/electronic fund transfer ("EFT") at the end of the following month	After the first 36 months, you will pay a minimum royalty based on months in business See Notes 1 & 2
Additional Royalty	An additional 2.5% royalty must be paid on services provided to customers geographically located outside your owned territory	Due by automatic debit/EFT at the end of the following month	See Notes 1 & 2
Software License Fee	Monthly fee of $250 for 1st vehicle, plus $100 for each additional vehicle	Due by automatic debit/EFT at the end of the following month	See Notes 2 & 3
Marketing Fund	Currently 1.5% of your Gross Consumer Sales or 30% of the minimum royalties	Due by automatic debit/EFT at the end of the following month	See Notes 2 & 4
Subsequent Initial Training for additional employees	$500 per person plus their costs and expenses for transportation, hotel, food, etc. to 3rd parties	Prior to training	See Note 5
Ongoing Training	Registration Fees, costs and expenses	Prior to training	See Note 6
Super Support Program	$500/visit for 2 days on-site training plus expenses if more than 120 miles from corporate office	Upon receipt of invoice	We provide on-site training at your request.
Late Fee	Late submission fee of $100 per payment, form or information not submitted when due plus interest of 12% interest/year from	Due by automatic debit/EFT at the end of the following month	See Notes 2 & 7

Type of Fee	Amount	Due Date	Remarks
	date the payment amounts were originally due until paid.		
Transfer Fee	$5,000	Prior to transfer	Payable by you or the buyer See Note 8
Resale Assistance Fee	$5,000 or 5% of sales price, whichever is greater	Prior to transfer	Payable by you if we find a buyer for your franchise
Renewal	$500	Before renewal is effective	Initial Franchise Agreement is for 5 years.
National Sales Center	Currently $1.25 per minute; See Note 9	Due by automatic debit/EFT at the end of the following month	See Notes 2 & 9
Product/Supplier Approval Costs	Reasonable cost of inspection or testing, plus actual cost of laboratory fees, professional fees and travel and living expenses of our personnel	When billed	We may require you to pay us or an independent laboratory for the cost of inspection or testing if you desire to purchase or lease items to be used in the Franchised Business from sources we have not previously approved.
Advanced Marketing Services (A.M.S.)	$745 set-up, 20% of amount spent on pay per click type advertising, $395 per month for SEO and management of Social Media pages	Set-up fee due at opening and other fees due at the end of the following month by automatic debit/EFT	See Notes 2 & 10
Audit	Cost of Audit plus underpayment amount and 12% interest/year.	Due by automatic debit/EFT within 15 days of audit if incurred	Payable only if audit shows an understatement of at least 2% of Gross Sales for any month See Notes 2 & 11
Costs and Attorneys' Fees	Will vary under the circumstances	As incurred	Payable upon your failure to comply with the Franchise Agreement
Indemnification	Will vary under the circumstances	As incurred	You must indemnify and hold us and our officers, members, managers, employees and affiliates harmless with respect to any and all claims, losses, costs, expenses, liabilities, attorneys' fees, and damages arising directly or indirectly from, as a result of, or in connection with your Franchise's operation and defending against them
National Convention Fee	$100 per month	Due by automatic debit/EFT at the end of the following month	See Note 12
Insurance	$2,000 to 12,000 1st year	As incurred	See Note 14

The prior table must be read with the explanations contained in the notes below:

Note 1

You must pay all fees, payments and charges described in Item 6 to us, through EFT, unless noted above to pay another. All fees are uniformly imposed by us. No fees are refundable. We do not collect or impose fees on behalf of any third party.

You must pay us a monthly Royalty Fee, which is a percentage of your Gross Consumer Sales or a minimum royalty; whichever is greater, for your use of the FlyFoe Marks, Registered Marks and the FlyFoe System. You must pay the preceding month's Royalty Fee to us by the end of the month. The minimum royalty is not a guarantee of revenue or performance.

The sliding scale Royalty Fee is designed to reward you as your Franchised Business grows. You must pay us on a monthly basis a percentage of your Gross Consumer Sales. Under certain circumstances, you must pay a minimum royalty, which may be greater than the royalty based on the percentage of your Gross Consumer Sales.

During the first thirty-six months following your successful completion of the initial training program you must pay the Royalty Fee as described in the table above. After the thirty-sixth month you must pay the Royalty described in the table above or a Minimum Royalty described in the table below, whichever is greater, if your Royalty falls below the minimum due within your territory.

The Minimum Royalty will begin 37 months from date of completion of your Initial Training	Minimum Royalty for each Targeted Household per month	Minimum Amount Payable for a 20,000* Targeted Household Territory
Applies equally to Select, Enterprise or Multi-Unit Enterprise market type		
For month 37 through all following years, including any extensions	$.03	$600

* The chart above uses a territory which contains 20,000 Targeted Households. Your territory may be larger than the example.

Gross Consumer Sales will include all of your billings, whether collected or not, including cash sales and sales on account, monies billed for mosquito and tick control services whether performed by you or subcontracted, monies billed in connection with trade or barter agreements, or monies billed for any other service provided by the Franchise, excluding sales tax. You may not deduct customer discounts, allowances, rebates or referral fees from Gross Consumer Sales without our prior written permission.

With our permission, which we may withdraw at any time, you may perform services for customers geographically located outside of your Territory so long as the customer is not geographically located within a territory assigned to another franchisee or affiliate of ours and you pay an additional royalty on those customers as described above, currently the additional royalty is 2.50% of your monthly Gross Consumer Sales, for such customers.

For Conversion Franchisees, you will not pay royalties for those customers you completed at least 1 service for during the prior year to signing the Conversion Agreement.

For qualified participants in the VetFran Program and the Local Hero Program, a $100 monthly credit is applied to your royalties for the Initial Term of the Franchise Agreement.

Note 2

You must authorize your bank to accept automatic withdrawals through EFT of this amount from your bank into our bank account on a monthly basis. You must provide us with all documents necessary to direct your bank to honor these pre-authorized bank debits. (See Franchise Agreement, Addendum H - EFT Authorization)

Note 3

Our current software is a proprietary cloud-based platform developed by us that organizes the management process of your office. FlyFoe Software must be used as the primary office management tool. The License Fee for use of this Software is based on the number of vehicles used to perform services. We reserve the right to change this Fee quarterly. The Software License Fee will commence on the earlier of 2 months from your successful completion of the Initial Training Program or 6 months from the signing of the Franchise Agreement.

Note 4

Our current national Marketing Fee is 1.5%. With a 50% or greater vote, the Marketing Fund Committee may increase the national Marketing Fee, and/or implement a regional advertising program, and increase your contribution up to a maximum of 2% of your Gross Consumer Sales or 30% of the minimum royalties. Voting will be conducted according to our then current guidelines. (Franchise Agreement - Section 7(g)) This Marketing Fee is calculated in the same fashion as the royalty. The Marketing Fee is non-refundable. We are not obligated to make proportionate expenditures of your contributions per market area.

Note 5

You must pay a $500 per person fee plus expenses for any person you designate to attend the initial training program besides you and one additional attendee. The fee is subject to change by us with or without notice. Any Subsequent Initial Training class will be held with our other scheduled Initial Training classes.

Notes 6

We are continually developing new and better methods of managing, marketing and training. You may be required to attend on-going training or conferences. We may charge a registration fee to subsidize the costs but in no event will the registration fee exceed the actual costs associated with these events. We may charge you an additional fee to provide on-going training if you do not attend any required training event due to the additional cost associated with providing additional training. You must pay all of your related costs and expenses.

Note 7

If any fee or payment due according to the Franchise Agreement is not paid, you will pay interest of 12 percent per annum from the date these amounts were originally due. If any payment, request for information, forms, data or any item we deem appropriate is not received by the established due date, a late fee of $100 will be imposed.

Note 8

The costs and fees for transferring or assigning the Franchise Agreement are described in Section 20(c) of the Franchise Agreement. In addition to legal costs, the Transfer Fee covers the cost of training the new buyer.

Note 9

The National Sales Center is a required service provided by us. The monthly fee for utilizing the National Sales Center varies based on the number of calls processed by the National Sales Center.

Our current fee for use of the National Sales Center is $1.25 per minute for all calls handled.

The National Sales Center provides telephone answering services to prospective customers (inquiries) and processes orders on your behalf from inquiries generated from within your territory. You may make a request in writing to withdraw from this program and process your sales inquiries on either a full or part time basis, if you meet our then current guidelines. Our current guidelines for opting out include but are not limited to: you must successfully demonstrate an aggressive advertising budget on a consistent basis, you must have a strong overall sales ability and your business telephone must be consistently answered live, not by any answering service, during normal business operating hours. If at any time we believe that you are no longer meeting all of our then current guidelines, we may require you to immediately commence using the National Sales Center. We reserve the right to increase this fee based on market rates for similar services.

Note 10

FlyFoe Advanced Marketing Services, also known as A.M.S, is a social media and internet marketing management program developed by us. The FlyFoe A.M.S. team will build and manage your Facebook page and local website page ("Pages") and develop and manage a program for internet Search Engine Optimization and lead generation through sites like Google, Bing, Yahoo and Facebook. The percentage due on pay per click type advertising and your monthly fee starts after we complete the build out of your Pages. We reserve the right to increase this fee based on market rates for similar services or cost increases incurred for providing the service. All A.M.S costs count toward your minimum marketing spend requirement further described in Item 11.

Note 11

You must submit to us sales reports, financial statements and data files during the term of the Franchise Agreement. To verify the accuracy of the reports, you must permit us or an authorized representative to inspect or audit your books, records and tax returns at times we, in our sole discretion, deem appropriate.

If our audit discloses an understatement of your Gross Consumer Sales for any period or periods, you must pay us within 15 days of the audit report, the underpayment plus interest at a rate of 12% per annum. The audit will be conducted at our expense unless the audit discloses an understatement by you of 2% or more of your Gross Consumer Sales for any period being examined. In this event, you must reimburse us for the cost of the inspection including the charges, expenses and fees of any independent auditor and the travel expenses, room and board and compensation of our employees.

Note 12

We may periodically but not more than once every year conduct a National Convention. You are required to attend the National Convention, and to pay all expenses incurred in connection with attending the event including transportation cost, meals, lodging and living expenses. The duration, curriculum and location of the National Convention will be determined by us. We charge a $100 per month National Convention fee that is paid via EFT as part of your standard monthly billing. We may, in our sole discretion, credit to you a portion of the National Convention fees we collect from you, if you attend the National Convention and stay at our recommended Convention hotel. This fee is not refundable and will be collected even if you do not attend the National Convention. If you do not attend the National Convention, we will do our best to make available to you through our Intranet all of the substantive materials that were presented at the National Convention.

Note 13

You must maintain high standards of quality and service. You will cooperate with us by maintaining high standards in the operation of the franchise and you must, at all times, give prompt, courteous and efficient service to your customers. All Franchised Business work must be performed competently. The Franchised Business must, in all of its dealings, adhere to the highest standards of honesty, and fair dealing. If we feel that you did not fairly handle a customer complaint, we may intervene and satisfy the customer. You must reimburse us for all our costs associated with satisfying your customer.

Note 14

You must obtain and maintain insurance, at your expense, as we require, in addition to any other insurance required by law or otherwise, described in greater detail in our Operations Manual.

The minimum policy limits for some of these types of insurances are set forth as follows:

(i) Broad Form Comprehensive General Liability insurance, limit of liability required $1,000,000 combined single limits (bodily injury and property damage) including the broad form general liability endorsement. The insurance must cover damage to the personal property of others while it is in your care, custody, or control and for the loss to personal property of others resulting from workmanship.

(ii) Automobile Liability insurance, limit of liability required $1,000,000.00 combined single limits (bodily injury and property damage) including hired and non-owned automobiles.

(iii) Workers' Compensation and Employer's Liability insurance as well as other insurance as may be required by statute or rule of the state(s) in which the Franchised Business is located and operated.

(iv) Third Party Bonding coverage is required with minimum limits of $25,000 per loss.

We may, periodically, reasonably determine and modify the minimum insurance limits and require different or additional kinds of insurance to reflect changes in insurance standards, normal business practices, higher court awards and other relevant circumstances. If you fail to purchase the mandatory insurance, we may obtain insurance for you, and you must reimburse us for its cost, which might be higher than the cost of insurance you could obtain for yourself. All insurance policies must name us and any affiliates that we designate as additional insureds and give us at least 30 days prior written notice of

termination, amendment, or cancellation. You must provide us with certificates of insurance evidencing your insurance coverage no later than 10 days before your Franchised Business opens. You must also procure and maintain all other insurance required by state or federal law, including workers compensation insurance and unemployment insurance.

You must pay for and obtain all insurance policies. Your cost for the insurance will vary from state to state and within each state. Dependent upon sales, payroll and number of employees, your estimated costs for insurance during the first year of operating a Franchised Business is between $2,000 and $12,000. We may adjust the minimum policy limits at any time.

Item 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

SELECT MARKET				
Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Initial Franchise Fee	$0 - $17,000 (Note 1)	Lump Sum	At Signing of Franchise Agreement	Us
Travel and Living Expenses while Training	$1,500 - $2,500 (Note 2)	As Incurred	During Training	Airlines, Hotels and Restaurants
Tools & Equipment	$4,250 (Note 3)	As Incurred	As Incurred	Suppliers
Software License Fee	$250	As Incurred	As Incurred	Us
FlyFoe A.M.S.	$1,140	As Incurred	As Incurred	Us
Office Equipment & Licensing	$1,500 - $4,500 (Note 4)	As Incurred	As Incurred	Us, Suppliers and Governmental Agencies
Vehicle with customization and wrap (lease)	$5,300 - $8,000 (Note 5)	As Incurred	As Incurred	Leasing Company Vendor
Trade show booth	$2,500 - $3,800 (Note 6)	As Incurred	As Incurred	Suppliers
Real Estate	$0 - $4,800 (Note 7)	As Incurred	As Incurred	Landlord
Initial Local Advertising	$35,000 (Note 8)	As Incurred	Prior to Opening	Suppliers
Professional fees	$1,000 - $2,500 (Note 9)	As Incurred	As Incurred	Attorney and Accountant
Insurance– 3 Months	$500 - $3,000 (Note 10)	As Arranged	Before Opening	Insurance Agent or Carrier
Additional funds – 3 Months	$3,000 - $10,000 (Note 11)	As Incurred	As Incurred	Various
Optional Additional Territory	$0 - $8,500	Lump Sum	At Signing of Franchise Agreement	Us

SELECT MARKET				
Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Total	$55,940 - $105,240 (Note 12)			

NOTES:

1. Initial Franchise Fee for a Select Market Franchise with an estimated territory of 20,000 Targeted Households is $17,000. If you qualify as a conversion franchise your Initial Franchise Fee for a Select Market Franchise is waived but you shall still have to pay $.85 per each qualified household purchased over 20,000 Targeted Households.

   If you are a qualified veteran of the United States armed forces or Local Hero, the Franchise Fee without the purchase of additional territory for a Select Market Franchised Business is $14,000. The Initial Franchise Fee is nonrefundable.

2. We do not charge you for our training programs for new franchisees. This training consists of both Pre-Opening SmoothStart Training which is a self-paced program conducted via telephone, through the use of our FlyFoe Intranet and also In-House Corporate training provided at our corporate location in Boston, Massachusetts. We provide this training at no cost for up to two individuals. These are your estimated expenses for one to two persons for travel, lodging and food while attending the In-House Corporate training in Boston.

3. We will designate the amount of equipment needed in the confidential Manual. Your costs will vary. The equipment is comprised of mosquito and tick control equipment including a set of chemical sprayers and chemicals. Depending upon your initial employee structure, additional supplies and equipment may be recommended. A conversion franchisee may have previously purchased some or all of these items.

4. Includes computer, software, incorporation fees, etc. The cost of equipment you purchase will vary depending on the amount purchased by you, the supplier you choose and the current economic condition in your area.

5. This is an estimated initial fee for closing on a leased service vehicle that meets our current specifications. Costs will vary based on type of vehicle leased. The estimate does not include ongoing gas and maintenance expenses. If you purchase the vehicle you use, the initial investment could be significantly higher. We require that the vehicle displays our approved FlyFoe car wrap. The cost for the wrap has been included in the estimate. A conversion franchisee may have previously purchased a vehicle, but the vehicle will need to be re-branded with our wrap and equipped to our specifications.

6. You are also required to purchase an approved trade show display, promotional materials and items, currently available through our suppliers, within 90 days of signing the Franchise Agreement.

7. We do not require you to have an office location, however local zoning and permitting may be required for operation out of your home. If you think that your home is not properly zoned or suitable for the franchise operations, you may need to lease or purchase a suitable location. If your home is not suitable, you should anticipate leasing approximately 300 – 1,000 square feet of space. While we do not specify where you must locate the office it must be within your territory,

we both must agree upon a suitable location, and we must provide our consent. We anticipate that in most parts of the country you will pay monthly rent of approximately $.85 to $1.50 per square foot. Most landlords provide some, and under certain circumstances, all of the leasehold improvements as consideration for the lease. Most leases will carry additional common area maintenance, insurance and tax expenses. You will generally be required to make a rent deposit (equal to 1 to 2 months of your base rent, plus a Security Deposit) and utility deposits. All associated costs for an office location that meets our requirements have been added to our estimate.

8. You must spend a minimum of $35,000 on local marketing annually. The required schedule and timeframe of the marketing is described in greater detail in our Operations Manual. For your initial operating season the majority of the $35,000 will be spent before and during the first 3 months of the operating season. With our permission, this expenditure may be postponed to the following season if you open your FlyFoe Franchised Business after August 1.

9. Estimate is for initial consultations with legal, accounting, and financial advisors regarding this franchise opportunity.

10. At your sole expense you shall purchase and maintain throughout the term of the Franchise Agreement insurance protecting both us and you against loss, liability, fire, personal injury, death, property damages or theft arising from or in connection with the operation of your Franchised Business. Your cost for the insurance will vary from state to state and within each state. Dependent upon sales, payroll and number of employees, your estimated costs for insurance during the first year of operating a Franchised Business is between $2,000 and $12,000. Estimate above is the cost of down payment required to activate policy coverage plus 2 months of payments. See Item 8 for detailed information. The actual cost may be more than shown here. You will need to check with your insurance carrier for actual premium quotes and costs, and for the actual amount of deposit. We may adjust the minimum policy limits at any time. We may, periodically, reasonably determine and modify the minimum insurance limits and require different or additional kinds of insurance to reflect changes in insurance standards, normal business practices, higher court awards and other relevant circumstances. You may obtain additional insurances or insurance above the minimums without our consent.

11. Funds are for budgeting purposes to account for unanticipated expenses, as well as expenses, such as payroll, fuel, other supplies and operating costs that are not covered by gross revenue of the franchised business at the start of operations. New businesses often generate a negative cash flow. This is only an estimate; however, we cannot assure you that you will not need additional working capital during or after the initial start of the business. We relied on the past experience of our founders as service business owners for the past 25 years.

12. We do not offer financing to you for any items except for $5,000 of the Select Market Initial Franchise Fee. See Item 10 for financing terms. We are unable to estimate whether you will be able to obtain financing from third parties or the terms of any third-party financing. These figures are estimates only. Your cost will vary widely, and you should review these figures carefully with a business advisor before making any decision to purchase a franchise. We do not offer financing to you for any items except for $5,000 of the Select Market Initial Franchise Fee. See Item 10 for financing terms. We are unable to estimate whether you will be able to obtain financing from third parties or the terms of any third-party financing. All costs given, except for the Initial Franchise Fee, are estimates only. Your actual costs will vary depending on location and a number of other factors. None of your expenses are fully refundable. You should review these estimates with an advisor before you make any decision to purchase a franchise. Many of

the expenses listed are not within our direct control and are determined more by general and local economic conditions than our actions.

YOUR ESTIMATED INITIAL INVESTMENT

ENTERPRISE MARKET				
Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Initial Franchise Fee	$0 - $34,000 (Note 1)	Lump Sum	At Signing of Franchise Agreement	Us
Travel and Living Expenses while Training	$1,500 - $2,500 (Note 2)	As Incurred	During Training	Airlines, Hotels and Restaurants
Tools & Equipment	$4,250 (Note 3)	As Incurred	As Incurred	Suppliers
Software License Fee	$250	As Incurred	As Incurred	Us
FlyFoe A.M.S.	$1,140	As Incurred	As Incurred	Us
Office Equipment & Licensing	$1,500 - $4,500 (Note 4)	As Incurred	As Incurred	Us, Suppliers and Governmental Agencies
Vehicle with customization and wrap (lease)	$5,300 - $8,000 (Note 5)	As Incurred	As Incurred	Leasing Company Vendor
Trade show booth	$2,500 - $3,800 (Note 6)	As Incurred	As Incurred	Suppliers
Real Estate	$0 - $4,800 (Note 7)	As Incurred	As Incurred	Landlord
Initial Local Advertising	$35,000 (Note 8)	As Incurred	Prior to Opening	Suppliers
Professional fees	$1,000 - 2,500 (Note 9)	As Incurred	As Incurred	Attorney and Accountant
Insurance– 3 Months	$500 - $3,000 (Note 10)	As Arranged	Before Opening	Insurance Agent or Carrier
Additional funds – 3 Months	$3,000 - $10,000 (Note 11)	As Incurred	As Incurred	Various
Optional Additional Territory	$0 - $8,500	Lump Sum	At Signing of Franchise Agreement	Us
Total	$55,940 - $122,240 (Note 12)			

NOTES:

1. Initial Franchise Fee for an Enterprise Market Franchise with an estimated territory of 40,000 Targeted Households is $34,000. If you qualify as a conversion franchise your Initial Franchise Fee for an Enterprise Market Franchise is waived but you shall still have to pay $.85 per each qualified household purchased over 40,000 Targeted Households. If you are a qualified veteran of

the United States armed forces or Local Hero, the Franchise Fee without the purchase of additional territory for an Enterprise Market Franchised Business is $31,000.

2. We do not charge you for our training programs for new franchisees. This training consists of both Pre-Opening SmoothStart Training which is a self-paced program conducted via telephone, through the use of our FlyFoe Intranet and also In-House Corporate training provided at our corporate location in Boston, Massachusetts. We provide this training at no cost for up to two individuals. These are your estimated expenses for one to two persons for travel, lodging and food while attending the In-House Corporate training in Boston.

3. We will designate the amount of equipment needed in the confidential Manual. Your costs will vary. The equipment is comprised of mosquito and tick control equipment including a set of chemical sprayers and chemicals. Depending upon your initial employee structure, additional supplies and equipment may be recommended. A conversion franchisee may have previously purchased some or all of these items.

4. Includes computer, software, incorporation fees, etc. The cost of equipment you purchase will vary depending on the amount purchased by you, the supplier you choose and the current economic condition in your area.

5. This is an estimated initial fee for closing on a leased service vehicle that meets our current specifications. Costs will vary based on type of vehicle leased. The estimate does not include ongoing gas and maintenance expenses. If you purchase the vehicle you use, the initial investment could be significantly higher. We require that the vehicle displays our approved FlyFoe car wrap. The cost for the wrap has been included in the estimate. A conversion franchisee may have previously purchased a vehicle, but the vehicle will need to be re-branded with our wrap and equipped to our specifications.

6. You are also required to purchase an approved trade show display, promotional materials and items, currently available through our suppliers within 90 days of signing the Franchise Agreement.

7. We do not require you to have an office location, however local zoning and permitting may be required for operation out of your home. If you think that your home is not properly zoned or suitable for the franchise operations, you may need to lease or purchase a suitable location. If your home is not suitable, you should anticipate leasing approximately 300 - 1,000 square feet of space. While we do not specify where you must locate the office it must be within your territory, we both must agree upon a suitable location, and we must provide our consent. We anticipate that in most parts of the country you will pay monthly rent of approximately $.85 to $1.50 per square foot. Most landlords provide some, and under certain circumstances, all of the leasehold improvements as consideration for the lease. Most leases will carry additional common area maintenance, insurance and tax expenses. You will generally be required to make a rent deposit (equal to 1 to 2 months of your base rent, plus a Security Deposit) and utility deposits. All associated costs for an office location that meets our requirements have been added to our estimate.

8. You must spend a minimum of $35,000 on local marketing annually. The required schedule and timeframe of the marketing is described in greater detail in our Operations Manual. For your initial operating season the majority of the $35,000 will be spent before and during the first 3 months of the operating season. With our permission, this expenditure may be postponed to the following season if you open your FlyFoe Franchised Business after August 1.

9. Estimate is for initial consultations with legal, accounting, and financial advisors regarding this franchise opportunity.

10. At your sole expense you shall purchase and maintain throughout the term of the Franchise Agreement insurance protecting both us and you against loss, liability, fire, personal injury, death, property damages or theft arising from or in connection with the operation of your Franchised Business. Your cost for the insurance will vary from state to state and within each state. Dependent upon sales, payroll and number of employees, your estimated costs for insurance during the first year of operating a Franchised Business is between $2,000 and $12,000. Estimate above is the cost of down payment required to activate policy coverage plus 2 months of payments. See Item 8 for detailed information. The actual cost may be more than shown here. You will need to check with your insurance carrier for actual premium quotes and costs, and for the actual amount of deposit. We may adjust the minimum policy limits at any time. We may, periodically, reasonably determine and modify the minimum insurance limits and require different or additional kinds of insurance to reflect changes in insurance standards, normal business practices, higher court awards and other relevant circumstances. You may obtain additional insurances or insurance above the minimums without our consent.

11. Funds are for budgeting purposes to account for unanticipated expenses, as well as expenses, such as payroll, fuel, other supplies and operating costs that are not covered by gross revenue of the franchised business at the start of operations. New businesses often generate a negative cash flow. This is only an estimate; however, we cannot assure you that you will not need additional working capital during or after the initial start of the business. We relied on the past experience of our founders as service business owners for the past 25 years.

12. We do not offer financing to you for an Enterprise Market Franchise. We are unable to estimate whether you will be able to obtain financing from third parties or the terms of any third-party financing. These figures are estimates only. Your cost will vary widely, and you should review these figures carefully with a business advisor before making any decision to purchase a franchise. We do not offer financing to you for any items except for $5,000 of the Select Market Initial Franchise Fee. See Item 10 for financing terms. We are unable to estimate whether you will be able to obtain financing from third parties or the terms of any third-party financing. All costs given, except for the Initial Franchise Fee, are estimates only. Your actual costs will vary depending on location and a number of other factors. None of your expenses are fully refundable. You should review these estimates with an advisor before you make any decision to purchase a franchise. Many of the expenses listed are not within our direct control and are determined more by general and local economic conditions than our actions.

YOUR ESTIMATED INITIAL INVESTMENT

ENTERPRISE MULTI-UNIT MARKET				
Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Initial Franchise Fee	$65,000- $68,000 (Note 1)	Lump Sum	At Signing of Franchise Agreement	Us
Travel and Living Expenses while Training	$1,500 - $2,500 (Note 2)	As Incurred	During Training	Airlines, Hotels and Restaurants
Tools & Equipment	$8,500 (Note 3)	As Incurred	As Incurred	Suppliers
Software License Fee	$250	As Incurred	As Incurred	Us
FlyFoe A.M.S.	$1,140	As Incurred	As Incurred	Us
Office Equipment & Licensing	$1,500 - $4,500 (Note 4)	As Incurred	As Incurred	Us, Suppliers and Governmental Agencies
Vehicle with customization and wrap (lease)	$10,600- $16,000 (Note 5)	As Incurred	As Incurred	Leasing Company Vendor
Trade show booth	$2,500 - $3,800 (Note 6)	As Incurred	As Incurred	Suppliers
Real Estate	$0 - $4,800 (Note 7)	As Incurred	As Incurred	Landlord
Initial Local Advertising	$35,000 (Note 8)	As Incurred	Prior to Opening	Suppliers
Professional fees	$1,000 - $2,500 (Note 9)	As Incurred	As Incurred	Attorney and Accountant
Insurance- 3 Months	$500 - $3,000 (Note 10)	As Arranged	Before Opening	Insurance Agent or Carrier
Additional funds- 3 Months	$9,000 - $20,000 (Note 11)	As Incurred	As Incurred	Various
Optional Additional Territory	$0 - $8,500	Lump Sum	At Signing of Franchise Agreement	Us
Total	$136,490 - $178,490(Note 12)			

NOTES:

1. Initial Franchise Fee for a Multi-Unit Enterprise Market Franchised Business territory with an estimated territory of 80,000 Targeted Households is $68,000.

If you are a qualified veteran of the United States armed forces or Local Hero, the Franchise Fee without the purchase of additional territory for a Multi-Unit Enterprise Market Franchised Business is $65,000.

2. We do not charge you for our training programs for new franchisees. This training consists of both Pre-Opening SmoothStart Training which is a self-paced program conducted via telephone, through the use of our FlyFoe Intranet and also In-House Corporate training provided at our corporate location in Boston, Massachusetts. We provide this training at no cost for up to two individuals. These are your estimated expenses for one to two persons for travel, lodging and food while attending the In-House Corporate training in Boston.

3. We will designate the amount of equipment needed in the confidential Manual. Your costs will vary. The equipment is comprised of mosquito and tick control equipment including a set of chemical sprayers and chemicals. Depending upon your initial employee structure, additional supplies and equipment may be recommended. A conversion franchisee may have previously purchased some or all of these items.

4. Includes computer, software, incorporation fees, etc. The cost of equipment you purchase will vary depending on the amount purchased by you, the supplier you choose and the current economic condition in your area.

5. This is an estimated initial fee for closing on two leased service vehicles that meets our current specifications. Costs will vary based on type of vehicles leased. The estimate does not include ongoing gas and maintenance expenses. If you purchase the vehicles you use, the initial investment could be significantly higher. We require that the vehicles display our approved FlyFoe car wrap. The cost for the wrap has been included in the estimate. A conversion franchisee may have previously purchased a vehicle, but the vehicle will need to be re-branded with our wrap and equipped to our specifications.

6. You are also required to purchase an approved trade show display, promotional materials and items, currently available through our suppliers within 90 days of signing the Franchise Agreement.

7. We do not require you to have an office location; however local zoning and permitting may be required for operation out of your home. If you think that your home is not properly zoned or suitable for the franchise operations, you may need to lease or purchase a suitable location. If your home is not suitable, you should anticipate leasing approximately 300 - 1,000 square feet of space. While we do not specify where you must locate the office it must be within your territory, we both must agree upon a suitable location, and we must provide our consent. We anticipate that in most parts of the country you will pay monthly rent of approximately $.85 to $1.50 per square foot. Most landlords provide some, and under certain circumstances, all of the leasehold improvements as consideration for the lease. Most leases will carry additional common area maintenance, insurance and tax expenses. You will generally be required to make a rent deposit (equal to 1 to 2 months of your base rent, plus a Security Deposit) and utility deposits. All associated costs for an office location that meets our requirements have been added to our estimate.

8. You must spend a minimum of $35,000 on local marketing annually. The required schedule and timeframe of the marketing is described in greater detail in our Operations Manual. For your initial operating season the majority of the $35,000 will be spent before and during the first 3

months of the operating season. With our permission, this expenditure may be postponed to the following season if you open your FlyFoe Franchised Business after August 1.

9. Estimate is for initial consultations with legal, accounting, and financial advisors regarding this franchise opportunity

10. At your sole expense you shall purchase and maintain throughout the term of the Franchise Agreement insurance protecting both us and you against loss, liability, fire, personal injury, death, property damages or theft arising from or in connection with the operation of your Franchised Business. Your cost for the insurance will vary from state to state and within each state. Dependent upon sales, payroll and number of employees, your estimated costs for insurance during the first year of operating a Franchised Business is between $2,000 and $12,000. Estimate above is the cost of down payment required to activate policy coverage plus 2 months of payments. See Item 8 for detailed information. The actual cost may be more than shown here. You will need to check with your insurance carrier for actual premium quotes and costs, and for the actual amount of deposit. We may adjust the minimum policy limits at any time. We may, periodically, reasonably determine and modify the minimum insurance limits and require different or additional kinds of insurance to reflect changes in insurance standards, normal business practices, higher court awards and other relevant circumstances. You may obtain additional insurances or insurance above the minimums without our consent.

11. Funds are for budgeting purposes to account for unanticipated expenses, as well as expenses, such as payroll, fuel, other supplies and operating costs that are not covered by gross revenue of the franchised business at the start of operations. New businesses often generate a negative cash flow. This is only an estimate; however, we cannot assure you that you will not need additional working capital during or after the initial start of the business. We relied on the past experience of our founders as service business owners for the past 25 years.

12. These figures are estimates only. Your cost will vary widely and you should review these figures carefully with a business advisor before making any decision to purchase a franchise. We do not offer financing to you for any items except for $5,000 of the Select Market Initial Franchise Fee. See Item 10 for financing terms. We are unable to estimate whether you will be able to obtain financing from third parties or the terms of any third-party financing. All costs given, except for the Initial Franchise Fee, are estimates only. Your actual costs will vary depending on location and a number of other factors. None of your expenses are fully refundable. You should review these estimates with an advisor before you make any decision to purchase a franchise. Many of the expenses listed are not within our direct control and are determined more by general and local economic conditions than our actions.

Item 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

All equipment and products used in the operations of your FlyFoe Franchised Business must meet our then-current standards and specifications, as established in the Operations Manual or otherwise provided in writing by us. Except as otherwise provided in the Franchise Agreement, you must purchase all equipment and products used or offered for sale by your FlyFoe Franchised Business for which we have established standards or specifications solely from approved suppliers (including distributors and other sources) which demonstrate, to our continuing reasonable satisfaction, the ability to meet our standards and specifications, and who have been approved by us in the Operations Manual or otherwise in writing.

We have standards and specifications for your computer hardware, software, products, services offered, storage facility, equipment, tools, vehicle, supplies, uniforms, inventory, forms, and advertising materials, along with most other items used in, sold or provided through your FlyFoe Franchised Business ("**Required Items**"). We will notify you of our specifications and standards of Required Items. To maintain our standards of consistent, high quality products, customer recognition, advertising support, value and uniformity in your FlyFoe Franchised Business, you must purchase or lease all of your Required Items per our specifications and standards, only from us or our designated or approved suppliers. The term "suppliers," also includes vendors, manufacturers and distributors. As of the issuance date of this disclosure document, we are the designated supplier of certain Required Items including, specifically, trademarked materials, our National Sales Center, the Flyfoe Software, and our FlyFoe A.M.S. We reserve the right, however, at any time and at our sole discretion, to designate ourselves or one of our affiliates as the only designated or approved supplier, or one of several designated or approved suppliers, of any additional Required or recommended Items. As of the date of this Disclosure Document neither we nor our affiliates earned revenue on your purchase of any products and services, however we reserve the right to do so in the future. We do not intend to make a profit on the above listed supplier services but do strive to cover our costs and expenses.

We do not require you to purchase a new computer, however you are required to own a computer (PC or MAC based) which is capable of accessing the FlyFoe Software to run the Franchised Business.

We have established approved suppliers and specifications and standards that you must follow. Approved suppliers are set forth in our Operations Manual. Approved suppliers and specifications and standards are determined based on the current needs for operating a FlyFoe business. We will use commercially reasonable benchmarks when evaluating approved suppliers. The identity of approved suppliers and these specifications and standards are updated periodically by modifying the Operations Manual and notifying you of these updates.

If you desire to purchase products from a party other than an approved supplier, you must submit to us a written request to approve the proposed supplier, together with such evidence of conformity with our specifications as we may reasonably require. We have the right to require that our representatives be permitted to inspect the supplier's facilities, and that samples from the supplier be delivered for evaluation and testing either to us or to an independent testing facility that we designate. You must pay a charge not to exceed the reasonable cost of the evaluation and testing. We will use our best efforts, within 90 days after our receipt of the completed request and completion of all evaluation and testing (if required by us), to notify you in writing of our approval or disapproval of the proposed supplier. You may not sell or offer for sale any products of the proposed supplier until you receive our written approval of the proposed supplier.

We may from time to time revoke our approval of particular products or suppliers when we determine that such products or suppliers no longer meet our standards. Upon receipt of written notice of such revocation, you must cease to sell any disapproved products and cease to purchase from any disapproved supplier.

You must obtain and maintain insurance, at your expense, as we require, in addition to any other insurance required by law or otherwise, described in greater detail in our Operations Manual.

The minimum policy limits for some of these types of insurances are set forth as follows:

(i) Broad Form Comprehensive General Liability insurance, limit of liability required $1,000,000 combined single limits (bodily injury and property damage) including the broad form general liability endorsement. The insurance shall cover damage to the personal property of others

while it is your care, custody, or control and for the loss to personal property of others resulting from workmanship.

(ii) Automobile Liability insurance, limit of liability required $1,000,000.00 combined single limits (bodily injury and property damage) including hired and non-owned automobiles.

(iii) Workers' Compensation and Employer's Liability insurance as well as other insurance as may be required by statute or rule of the state(s) in which the Franchised Business is located and operated.

(iv) Third Party Bonding coverage is required with minimum limits of $25,000 per loss.

We may, periodically, reasonably determine and modify the minimum insurance limits and require different or additional kinds of insurance to reflect changes in insurance standards, normal business practices, higher court awards and other relevant circumstances. If you fail to purchase the mandatory insurance, we may obtain insurance for you, and you must reimburse us for its cost, which might be higher than the cost of insurance you could obtain for yourself. All insurance policies must name us and any affiliates that we designate as additional insureds and give us at least 30 days prior written notice of termination, amendment, or cancellation. You must provide us with certificates of insurance evidencing your insurance coverage no later than 10 days before your Franchised Business opens. You must also procure and maintain all other insurance required by state or federal law, including workers compensation insurance and unemployment insurance.

You must purchase or lease at least one van for operation of the Franchised Business, which currently must be equipped with racking systems, shelving, a water fill system and an external graphic wrap as we require in the Operations Manual.

We or our affiliates may derive revenue from your required purchases.

We are the only approved supplier of our FlyFoe Advanced Marketing Services (A.M.S.). During our last fiscal year, we derived revenue as an approved vendor for the Advanced Marketing Services, that we provide to you. In our fiscal year end December 31, 2019, we realized $14,368 in revenue from your purchase of A.M.S. services which accounted for 26.45% of our total revenues of $54,318.

We are the only approved supplier for the National Sales Center. During our last fiscal year, we derived revenue as an approved vendor for the National Sales Center that we provide to you. In our fiscal year end December 31, 2019, we realized $11,368 in revenue from your purchase of National Sales Center services which accounted for 20.93% of our total revenues of $54,318.

We are the only approved supplier of our proprietary cloud-based FlyFoe Software. During our last fiscal year, we derived revenue as an approved vendor for the software that we provide to you. In our fiscal year end December 31, 2019, we realized $15,800 in revenue from our FlyFoe software license fees collected from you, which accounted for 29.09% of our total revenues of $54,318.

Except for us and our affiliates none of our officers own any interest in any supplier with whom you are required or recommended to do business.

We estimate that your purchase or lease of products, supplies and services from approved suppliers (or those which meet our specifications) will represent approximately 80% of your costs to establish your FlyFoe Franchised Business and approximately 80% of your costs for ongoing operation.

There are no purchasing or distribution cooperatives related to our franchises. We do not provide any material benefit to franchisees for use of approved suppliers. We may negotiate purchase arrangements with some of our suppliers (including price terms) for the benefit of our franchisees, but we are under no obligation to do so.

Item 9
FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the franchise and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this disclosure document.

	Obligation	Section in Agreement	Disclosure Document Item
A	Site selection and acquisition/lease	Sections 2(a), 4 and 7(e) of Franchise Agreement	Item 7
B	Pre-opening purchases/leases	Section 8 of Franchise Agreement	Items 6,7, and 8
C	Site development and other pre-opening requirements	Section 7 of Franchise Agreement	Items 6 and 7
D	Initial and ongoing training	Section 5 of Franchise Agreement	Items 6,7 and 11
E	Opening	Sections 5(e) and 8(b) of Franchise Agreement	Item 11
F	Fees	Section 8 of Franchise Agreement, Sections 3 and 4 of Conversion Franchise Agreement	Item 5, 6, 8 and 11
G	Compliance with standards and policies/operating Manual	Section 6 of Franchise Agreement	Item 11
H	Trademarks and proprietary information	Section 15 of Franchise Agreement	Items 8, 13 and 14
I	Restrictions on products/services offered	Section 7(s) of Franchise Agreement	Items 8 and 16
J	Warranty and customer service requirements	Section 7(j) of Franchise Agreement	None
K	Territorial development and sales quotas	Section 4 of Franchise Agreement	Item 12
L	Ongoing product/service purchases	Section 8 of Franchise Agreement	Item 8
M	Maintenance, appearance and remodeling requirements	Section 6 of Franchise Agreement	Not Applicable
N	Insurance	Section 14 of Franchise Agreement	Items 6,7 and 8
O	Advertising	Sections 8, 9 and 10 of the Franchise Agreement	Items 6 and 11
P	Indemnification	Section 30 of Franchise Agreement	Not Applicable
Q	Owner's participation / management / staffing	Sections 7(b), 7(l) of Franchise Agreement	Items 11 and 15
R	Records and reports	Section 11 of Franchise Agreement	Item 6
S	Inspections and audits	Section 11 of Franchise Agreement	Items 6 and 11
T	Transfer	Section 20 of Franchise Agreement	Items 6 and 17

	Obligation	Section in Agreement	Disclosure Document Item
U	Renewal	Section 3 of Franchise Agreement	Item 6 and 17
V	Post-termination obligations	Section 17 of Franchise Agreement	Item 6 and 17
W	Non-competition	Section 25 of Franchise Agreement	Item 17
X	Dispute resolution	Section 29 of Franchise Agreement	Item 17
Y	Conversion Franchisee's Obligations	Sections 5 and 6 of Conversion Franchise Agreement	Items 9, 11 and 17
Z	Extra Territorial Obligations	Section 8(d) of Franchise Agreement	Item 12
aa	Guaranty of franchisee obligations	Section 7(z) of Franchise Agreement, Addendum E	Item 15
bb	Spousal Non-Disclosure and Non-Competition Agreement	Section 27 of Franchise Agreement	Item 15 and Exhibit H

Item 10
FINANCING

Except as stated below, we, our agents, and our affiliates offer no financing arrangements, and we, our agents, and our affiliates do not receive payment or other consideration for the placing of financing or do not guaranty any note, lease or obligation you enter into for your FlyFoe Franchised Business.

We may offer financing to qualified credit worthy prospective franchisees for the purchase of a Select Market for $5,000 of the Initial Franchise Fee and a line of credit of up to $20,000 that can be used towards future payments as we prescribe. Financing is not offered for any other purpose either in connection with the establishment or the operation of a FlyFoe franchised business.

If you qualify and accept financing from us, you must sign the Promissory Note and the Security Agreement attached as Addendum I to the Franchise Agreement. The Promissory Note will provide for an annual interest rate of 8%. In no event will we charge an interest rate that exceeds the maximum allowed by law. The Promissory Note must be paid by electronic funds transfer in scheduled monthly installments of not more than 24 months. The Promissory Note may be prepaid at any time without penalty. You and your spouse or domestic partner must personally guaranty the Promissory Note. We will retain a security interest in your Franchised Business or other assets.

Under the Promissory Note, you waive: (1) the right to claim or enforce any right of offset, counterclaim, recoupment or breach in any action brought to enforce your obligations under the Note (Section 7); (2) the right to demand, presentment for payment, notices of nonperformance or nonpayment, protest and notice of protest, notice of dishonor, diligence in bringing suit and notice of acceleration (Section 8); (3) questions of governing law, personal jurisdiction and convenience of forum and venue (Section 14 and 16); (4) trial by jury (Section 15); and (5) all claims that you may have against us and any persons and entities related to us, other than our obligations under the Franchise Agreement accruing on or prior to the date of the Promissory Note (Section 18). If any of the events of default described in Section 5 of the Note occur, the entire unpaid principal and accrued interest of the Note will become immediately due and payable without further notice. Under Section 9 of the Note, you agree to pay all of our expenses and costs of collection, including attorneys' fees and expenses, court costs, costs of sale and costs of maintenance and repair we incur in connection with the enforcement of the Note, collection of amounts due and sale or other disposition of any collateral.

Under the Security Agreement, you waive: (1) questions of governing law, personal jurisdiction and convenience of forum and venue (Sections 7.3 and 7.5); and (2) trial by jury (Section 7.4).

A default under the Franchise Agreement or any other agreement with us constitutes a default under the Promissory Note (Section 5) and the Security Agreement (Section 5). A default under the Promissory Note or the Security Agreement constitutes a default under the Franchise Agreement, which gives us the right, among other remedies, to terminate the Franchise Agreement. We require you to sign a Personal Guaranty to the Franchise Agreement. We may assign or discount any Promissory Note you sign.

Item 11
FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

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

Before you open your Franchised Business, we will:

1. Designate the Territory for your Franchised Business (Franchise Agreement - Section 2(a))

2. Provide input regarding the site of your Franchised Business office location, at your request. You must operate your Franchised Business from a home office, retail office, industrial park or other commercial location within your territory. (Franchise Agreement - Section 7(e)).

3. Provide to you in writing or in the Confidential Manuals, input regarding approved vehicle model, body style, interior equipment and layout, and marketing wrap that you will use in your Franchised Business (Franchise Agreement - Section 7(n)).

4. Loan to you after training our Operations Manual, our Marketing Manual, Training Manual ("the Confidential Manuals") and Employee Training Materials ("Training Materials"), and proprietary Business Forms ("Business Forms") (Franchise Agreement - Section 6).

5. Provide the Initial Training Program for you and one other person. (Franchise Agreement - Section 5(a)).

6. Provide a Pre-Opening Checklist included in the "SmoothStart" Manual within one week of your signing the Franchise Agreement. (Franchise Agreement - Section 5(a)).

During the operation of the Franchised Business, we will:

1. Continue to develop new products and/or procedures for you to offer to your customers and provide you with information about these developments (Franchise Agreement - Section 5(e)).

2. Provide you with information about advertising and promotional programs. Our marketing department will develop ads for direct mail and print advertisements on a local level and coordinate regional or national campaigns at your request. You cannot use your own marketing material without prior written consent from us. (Franchise Agreement - Section 5).

3. Provide you with information about establishing and implementing administrative, bookkeeping, accounting and general operating procedures for more efficient operation of the Franchised Business. (Franchise Agreement - Section 5).

4. Provide you with limited support and updates when you are licensed to use the required management computer software. (Franchise Agreement - Section 5(h)).

5. Provide you access to our National Sales Center. The National Sales Center provides telephone answering services to current and prospective customers (inquiries) and processes orders on your behalf. (Franchise Agreement – Section 8(k)).

6. Provide you with our Advanced Marketing Services which will provide assistance with your local marketing Search Engine Optimization & Social Media creation and maintenance, and lead generation through sites like Google, Bing, Yahoo and Facebook. (Franchise Agreement – Section 8(l)).

Advertising Programs:

Initial Advertising
You must conduct initial local marketing for the Franchised Business within the first 90 days that your FlyFoe Franchised Business is in operation or such other time that we require in writing. You must expend a minimum of $35,000 for this purpose, unless we approve a lesser amount in writing. You are required to purchase a trade show display and promotional materials within 90 days of signing the Franchise Agreement. (Franchise Agreement, Section 9)

Local Advertising
In addition to the opening advertising and Marketing Funds described below, in each calendar year after the first calendar year that your Franchised Business is open for business, you must spend a minimum of the greater of (a) $35,000 or (b) 5% of Gross Sales, on local marketing, advertising, and promotion in such manner as we may, in our sole discretion, direct in the Operations Manual or otherwise in writing from time to time. We may approve a lesser amount in writing. If we determine that you have not spent the requisite amounts, we may require you to pay such unexpended amounts into the national Marketing Fund. (Franchise Agreement, Section 9) You must submit to us, in a format that we prescribe and at a time and schedule that we prescribe in the Operations Manual, reports showing your expenditure for all marketing and advertising. All of your A.M.S costs count toward your minimum local marketing spend requirement. (Franchise Agreement, Section 9)

Marketing Fund
We are currently collecting a 1.5% Marketing Fee to support our national Marketing Fund. We may formulate and implement additional national and regional advertising and promotional programs if 50% or more of our Marketing Fund Committee vote to increase the national or regional Marketing Fund. If an increase is implemented, you may pay a Marketing Fee of up to 2% of your Gross Consumer Sales. This Marketing Fee is calculated in the same fashion as the royalty, that is, on a sliding scale based on your gross monthly sales and after your thirty-sixth month of operation, the greater of either a percentage of your Gross Consumer Sales or the minimum royalty for your territory. The Marketing Fee is non-refundable. (See Item 6 of this Disclosure Document and Franchise Agreement - Sections 8(e), 8(f), 8(g)) The cost of advertising may be defrayed by the Marketing Fund. See Item 6 of this Disclosure Document for additional information.

The Marketing Fund is administered by our Managing Members. We will develop and place advertising for the FlyFoe system; decide whether to use advertising agencies and which ones; and decide which media to use, which may include but is not limited to, Internet, print, radio, television, direct mail, or local in-store promotions. We may use the Marketing Fund to defray our costs for the development, preparation, administration and implementation of FlyFoe System's advertising and promotional programs. The Marketing Fund will prepare annual income and expense statements, and when practical,

the entire Marketing Fund will be audited annually. Income and expense statements and audit results will be available to you upon request. Excess funds not spent in any given fiscal year will be carried forward to the next fiscal year. If any taxes become due based upon the activities of the Marketing Fund, these taxes may be paid out of the funds in the Marketing Fund. We reserve the right to terminate the Marketing Fund only after all monies have been spent for advertising and promotion. As our franchise system expands, we may create an advertising council. During our last fiscal year, no funds were contributed to the Marketing Fund.

We require all FlyFoe franchised businesses to contribute to the Marketing Fund based on the terms of their franchise agreement. We will, with respect to FlyFoe businesses operated by us or our affiliate, contribute to the Marketing Fund on the same basis. The expenditure of funds will be limited to administration, research, development, advertising, promotion and marketing the services and employment opportunities offered by the FlyFoe System. No portion of the funds collected will be used principally to sell franchises. However, a brief statement about availability of information regarding the purchase of FlyFoe franchises may be included in advertising and other items produced and/or distributed using the Marketing Fund. We will spend funds to benefit the FlyFoe franchise system. We are not obligated to make proportionate expenditures of your contributions per market area. Portions of the fund will be used to administer the promotional programs.

In our most recent fiscal year, 2019, the Marketing Fund collected $3,763 and expended $6,525 as follows: 80% Website Development, 10% Online Marketing & Social Media, 5 % Administration, 5% Graphic Design.

Referral Programs
You must participate in and comply with all of our policies regarding the use and acceptance of customer referral, loyalty and/or rewards programs which we may develop in the future for the purposes of promoting the FlyFoe System.

You may only use advertising and marketing in such media and such type and format as we have prescribed or approved. (Franchise Agreement, Section 9) You may not use any advertising or marketing plans or materials until you have received our approval, according to the procedures and terms described in the Franchise Agreement. You must use Marks as we develop them. You must obtain our written consent before using our Marks in any way, except for materials we provide to you or have previously approved (and not subsequently disapproved) in writing. You cannot use any mark which could be confused with our Marks. In the event that we replace, add to or modify our Marks, you agree to update or replace your signs, supplies, etc. to reflect the new Marks, in the time frame we provide at the time of such change. (Franchise Agreement, Section 15)

Advertising Cooperative
We reserve the right to designate any geographical area for purposes of establishing a regional advertising and promotional cooperative ("Cooperative") in the future, and to determine whether such a Cooperative applies to your Franchised Business. If we have established a Cooperative applicable to your Franchised Business at the time you commence operation, you must immediately become a member of the Cooperative. If we establish a Cooperative applicable to your Franchised Business at any later time during the term of your Franchise Agreement, you must become a member of such Cooperative within 30 days of the date on which the Cooperative commences operation. If your Franchised Business is within the geographical area of more than one Cooperative, then you are only required to be a member of one Cooperative. (Franchise Agreement, Section 9)

Each Cooperative will be organized and governed in a form and manner, will commence operation on a date, and will operate according to written governing documents, all of which we must approve in

advance in writing. Each Cooperative will be organized for the exclusive purpose of administering regional advertising programs and developing, subject to our approval, standardized advertising materials for use by the members in local their respective advertising. No promotional or advertising plans or materials may be used by a Cooperative or furnished to its members without our prior approval. Each Cooperative will have the right to require its members to make contributions to the Cooperative in the amounts as are determined by the Cooperative. You will not be required to contribute more than $20,000 per calendar year to the Cooperative, unless two-thirds or greater of the members of the Cooperative vote in favor of a greater contribution. Your contributions to a Cooperative will be credited towards the local advertising expenditure required to be made under the Franchise Agreement. (Franchise Agreement, Section 9)

We reserve the right to require Cooperatives to be changed, dissolved, or merged. (Franchise Agreement, Section 9)

Franchise Advisory Council
We have the right, in our sole discretion, to require you to become a member of and participate actively in a franchise advisory council ("Advisory Council"). You must participate actively in the Advisory Council as we designate and participate in all Advisory Council meetings approved by us. We have the right to amend the governing documents for the Advisory Council in our sole discretion at any time. We will determine the topic areas to be considered by the Advisory Council. The purposes of the Advisory Council will include exchanging ideas and problem-solving methods, advising us on expenditures for system-wide advertising, and coordinating franchisee efforts. Amounts and expenditures may vary from time to time due to variations in Advisory Council participation and costs, as determined by the Advisory Council, and as approved by us. We will have the right to change or dissolve the Advisory Council at any time in our sole discretion. (Franchise Agreement, Section 9)

Confidential Manuals
Upon your request, we will permit you to view the Manual at our headquarters before you sign the Franchise Agreement.

Computer Software and Systems
We do not require you to purchase a new computer, however you are required to own a computer (PC or MAC based) which is capable of accessing the proprietary FlyFoe Software to run the Franchised Business. Our currently required FlyFoe software is a web-based cloud application for managing your business – including marketing, sales and service. Your data can be accessed by us for diagnostic help, reporting, and analysis. (See Item 6 for your costs for this service.) We reserve the right to require you, at your expense and in the timeframe determined by us, to update or upgrade the hardware and/or software you use to conform to new standards or specifications, and we have no limitations on our ability to do so. (Franchise Agreement - Section 5(h))

Unless otherwise indicated, the software will be accessible via the web-based cloud application 24 hours a day, 7 days a week, except for scheduled maintenance, updates, changes, required repairs, and except for any loss or interruption due to causes beyond our control or which are not reasonably foreseeable by us, including, interruption or failure of telecommunication or digital transmission links and Internet slow-downs or failures. In the event of any loss or interruption of the software, Our sole and exclusive liability will be only for loss or interruption due to (i) causes resulting from our failure to maintain and/or repair the application, (ii) other causes exclusively within our control, or (iii) causes reasonably foreseeable by the us, and which loss or interruption exceeds a continual period of 24 hours. Your sole and exclusive remedy will be a credit against future software fees required by us, if any, equal to a pro rata portion of said software fees for the period of downtime.

Currently we do not require our franchisees to use any specific brand of computer hardware as long as it complies with the minimum computer hardware and software requirements below:

- Computer running an Apple or Windows Operating System, current enough to run common business applications and gain full access to the Internet with a full-featured browser (Chrome or Firefox required)
- Keyboard recommended for everyday use
- Laser Quality Printer
- Mouse or touch device recommended for everyday use
- Large Monitor recommended for everyday use (22"+)
- High Speed Internet Access
- QuickBooks Online, Qvinci or other approved current online accounting application

The cost of the hardware and software will be as agreed to between you and the vendor of your choice. We estimate the cost of the computer equipment between $850 and $2,300. We estimate the cost of annual updates and upgrades between $350 and $950.

We reserve the right to remotely access your records to monitor your productivity on your computer and we have no limitations on our ability to do so. (Franchise Agreement - Section 11(j))

You may have as many local telephone numbers and telephone directory listings for your Franchised Business as you choose. However, we will own all rights to the telephone listings, and you must transfer them to us on the expiration, termination, repurchase or transfer of your franchise, at your expense. You must sign an authorization that grants us the right to change, transfer, or terminate your telephone listings, your email addresses, domain names and comparable electronic identities, on your behalf upon expiration, termination, repurchase or transfer of your franchise.

We restrict, designate, and have the right to approve or control your electronic and social media activities, if any, including Internet. We may require that you utilize e-commerce products or services designated by us. You are prohibited from producing and or posting any website, web pages, web videos or anything on the web for use with the Franchised Business unless specific written permission is given by us or it complies with all guidelines in the Operations Manual. You must promote only the main corporate website which is currently www.FlyFoe.com (Franchise Agreement - Section 7(t)) unless specific written permission is given by us. You must adhere to our standards of professional content in all interactions with the public.

Location Selection

You may be required, by local zoning laws, to have a commercial location to operate the Franchised Business. If you have a commercial location it will be at your expense, and we must approve of the location prior to acquiring or leasing a location and you must submit to us, in the form we specify in the Operations Manual, location information, as we may reasonably require. We will have 14 calendar days after receipt of such information and materials from you to approve or disapprove, in our sole discretion, the proposed site as the location for the Franchised Business. In the event we do not disapprove a proposed site by written notice to you within 14 days, such site will be deemed approved. If we do not approve your location, you cannot open the Franchised Business. In approving a location for the Franchised Business, we consider various factors, including but not limited to, proximity to employees and customers, demographics, property desirability and the area surrounding the proposed location. (Franchise Agreement, 7)

Length of Time to Open the Franchised Business
We estimate that the typical timeframe to open for business is 2 to 6 months after signing the Franchise Agreement. Some factors which may affect this timing are your ability to acquire a storage facility through lease negotiations, your ability to secure any necessary financing, your ability to comply with local zoning and other ordinances, your ability to obtain any necessary licenses, permits and certifications, the timing of acquiring equipment, the time of year you execute a Franchise Agreement in relation to the typical season for your specific geographical location, time to convert, and any buildout or renovations needed for the storage facility.

You must research and comply with all applicable ordinances, building codes, permit requirements and lease requirements and restrictions. You must apply for all required pesticide licenses and permits within 30 business days after signing the Franchise Agreement. If you do not receive all required pesticide licenses and permits within 6 months of executing the Franchise Agreement or arrange to work under an employee's or minority owner's pesticide license in accordance with all local, state and federal regulations, we may terminate the Franchise Agreement. If you have arranged to work under an employee's or minority owner's pesticide license, you or your Operating Principal must obtain the required pesticide licenses and permits within 2 years of executing the Franchise Agreement or we may terminate the Franchise Agreement.

You may not open your Franchised Business until:(1) initial training is completed to our satisfaction; (2) all amounts due to us have been paid; (3) we have been furnished with copies of all insurance policies and certificates required by the Franchise Agreement, or other documentation of insurance coverage and payment of premiums that we request; (4) you notify us that all approvals and conditions set forth in the Franchise Agreement have been met; (5) you have received all required permits and licenses or have made arrangements acceptable to us to operate under another existing license; (6) you have found an acceptable location if needed; and (7) you have ordered, received and installed your equipment, supplies, inventory and required software. You must be prepared to begin operating your Franchised Business immediately after we state that your Franchised Business is ready for opening. If you fail to open your Franchised Business within 9 months of signing the Franchise Agreement, we have the right to terminate the Franchise Agreement.

The Training Program
You, or if you are a business entity your Operating Principal, must successfully complete the Initial Training Program (Franchise Agreement - Section 5). The Initial Training Program consists of Pre-Opening SmoothStart Training and approximately 5 days of In-House Corporate Training held at our headquarters in Boston, Massachusetts. Training is scheduled as needed. We estimate the combined Initial Training Program will consist of approximately 200 hours as described below.

The Pre-Opening SmoothStart Training Program includes instruction in the following subject matters:

PRE-OPENING TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Administration	25	0	Via Telephone, Intranet & Web-
Managerial	20	0	Via Telephone, Intranet & Web-

Marketing & Advertising	35	0	Via Telephone, Intranet & Web-
Operations & Product Education	50	0	Via Telephone, Intranet & Web-
Software & Daily Routine	25	0	Via Telephone, Intranet & Web-
Total Hours:	155	0	Via Telephone, Intranet & Web-

The Pre-Opening SmoothStart Training Program is a self-paced program conducted via telephone and the FlyFoe Intranet. The time to complete the Pre-Opening SmoothStart Training varies depending on how much time you can devote to training and how quickly you are able to absorb the materials. We expect Pre-Opening SmoothStart Training to take you 6-12 weeks to complete. The instructional material used in the SmoothStart Training Program is our confidential Operations Manual, SmoothStart Manual and the FlyFoe Intranet. The primary instructors conducting training are our corporate staff members identified in Item 2 including Brett Shraiar, Director of Operations.

Occasionally, the individuals instructing the training may vary. But, all of our instructors have at least 1 to 3 years of relevant service business experience.

We do not charge for initial training of two trainees. You must pay for all expenses related to your travel and living cost while attending the Initial Training Program. Your costs and expenses for Subsequent Initial Training Programs for others are discussed in detail in Item 6 of the Disclosure Document.

Your Franchise Agreement will be terminated if, for any reason, you do not successfully complete the Initial Training Program to our reasonable satisfaction within 9 months after the payment of the Initial Franchise Fee which is non-refundable. We will not reimburse you any of your costs or expenses which you have incurred to attend or participate in the Initial Training Program, nor costs related to opening the Franchise Business.

Our In-House Corporate Training Program includes instruction in these subject matters.

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Welcome	.5	0	Boston, MA
History of FlyFoe	.5	0	Boston, MA
Mosquito & Tick Educational Review	4	5	Boston, MA
FlyFoe University	2	0	Boston, MA
Marketing	2	0	Boston, MA
Storage Facility Setup	2	0	Boston, MA
Equipment	3	4	Boston, MA
Customer Service	2	.5	Boston, MA

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Sales/National Sales Center	2	0	Boston, MA
Daily Routine	1	0	Boston, MA
Product Application	1	4	Boston, MA
Software Review	2	0	Boston, MA
Key Ratios, Accounting & Reporting	4	0	Boston, MA
Performance Management	1	0	Boston, MA
Initial Training Review	2	0	Boston, MA
Wrap Up & Commencement	1	0	Boston, MA
Total Hours:	30	13.5	

TOTAL ESTIMATED INITIAL TRAINING PROGRAM – 198.5 HOURS

NOTES:

(1) It is the nature of the Business that all aspects of training are integrated, that is, there are no definitive starting and stopping times. Time and content are subject to change without notice. You will be scheduled for your Initial Training Program by written notice. Cancellation policies will be included in the written notice of class schedules. The instructional material used in the Corporate Training Program is our confidential Operations Manual and the FlyFoe Intranet.

To provide the highest possible service to the customer, on-going training is essential. We, at our option, will conduct formal conferences, conventions or training sessions (Franchise Agreement - Section 5(d)). We may charge registration fees to subsidize the costs associated with performing these activities. You may be required to attend training programs and to pay all related expenses including transportation costs, meals, lodging and living expenses (with payment to be made at the time and upon the terms specified by each vendor) but not more than once every year. Due to the importance of these meetings, there may be a substantial fee if you do not attend. (Franchise Agreement - Section 5(d))

(2) You will have sole responsibility for your employees and all acts of your employees, and all employment-related decisions involving wages, benefits, hours of work, scheduling, hiring, firing, discipline, supervision, record keeping, withholding income tax, social security contributions, Medicare contributions, unemployment fund contributions and all other terms and conditions of employment. You must disclose to each of your employees in writing, in a form approved by us in advance, that we are not a "joint employer" of the Franchisee's employees and you acknowledge that we do not control your personnel policies.

Super Support Program
We also offer a Super Support Program. Super Support is a hands-on training program that can be received anytime during the operation of your Franchised Business. One of our trainers will work directly within your business for a minimum of 2 consecutive business days. Super Support costs $500 per visit for 2 days plus travel and associated expenses. Our travel expenses are billed only if your FlyFoe Franchised Business is more than 120 miles from our headquarters. We are under no obligation to provide Super Support Training, but it is our current policy to do so.

Item 12
TERRITORY

You will be awarded and may serve customers within a "Territory" which will be delineated by one or more of the following: zip codes; hard boundaries, such as streets, highways, rivers or other identifiable physical boundaries; or Census Tract. A Territory is a defined geographical area containing a certain number of "Targeted Households" at the time of the grant of the Franchise. Currently a Targeted Household is a single-family household with gross annual income over $75,000. We anticipate the typical Territory will contain approximately 20,000 to 80,000 Targeted Households within it. Currently, the source of data we use to determine the number of "Targeted Households" within any Territory is census data and customer analytic profiling provide by a third-party independent demographic and mapping service. Before you sign the Franchise Agreement, you will be given a written description of your Territory, including the number of Targeted Households used to calculate a minimum royalty (Addendum B to the Franchise Agreement).

You must operate the Franchised Business from an approved location within your territory. You must receive our prior written approval before relocating or opening additional locations.

You do not receive an automatic right to acquire additional territory within your Market or contiguous territories; however, additional territories may be purchased with our written permission, which we can withhold at our sole discretion, currently at the cost of $0.85, for each additional qualified household. In addition, you may elect to purchase an exclusive option to acquire additional territory when you sign the franchise agreement. You must pay an option fee which is equal to 20% of the then current purchase price for these additional zip codes. You must exercise your option to purchase the additional territory within 18 months following the date you sign the franchise agreement. (See Item 5 and Franchise Agreement, Addendum J).

We will not establish or license another to establish any other FlyFoe Franchised Businesses within your territory while your Franchise Agreement is in effect and you are not in default. Except when advertising cooperatively with others (See Item 11), you may not advertise or solicit sales or accept orders within another FlyFoe franchised business territory. You may not perform services for customers geographically located within another FlyFoe franchised business territory.

You may not relocate the Franchised Business outside the Territory. With our permission, which we may withdraw at any time, you may perform services for customers geographically located outside of your Territory so long as the customer is not geographically located within a territory assigned to another franchisee or affiliate of ours and you pay an additional royalty, currently 2.50% of your monthly Gross Consumer Sales, for such customers.

If you fail to satisfy the terms and conditions in the Franchise Agreement, we may develop the FlyFoe System and business in your Territory. Your territorial exclusivity is not dependent on achievement of a certain sales volume or market penetration; however, a minimum royalty will be set for your territory (see Franchise Agreement Section 8(c)).

You retain the rights to your territory even if the population increases.

Reserved Rights
Among other things, we and our affiliates have the right to (a) establish or license franchises and/or company-owned residential and commercial mosquito and tick and other related services businesses offering similar or identical products and services, and using the System or elements of the System, (i) under the Marks anywhere outside of the Territory or (ii) under names, symbols, or marks other than the Marks anywhere, including inside and outside of the Territory; (b) sell or offer, or license others to sell or offer, any products and services using the Marks or other marks through any similar and dissimilar channels, including, without limitation, through telephone, mail order, kiosk, retail, co-branded sites and sites located within other retail businesses, Intranet, Internet, web sites, wireless, email or other forms of e-commerce, for distribution inside and outside of the Territory; (c) advertise, or authorize others to advertise, using the Marks anywhere, including inside and outside of the Territory; and (d) acquire, be acquired by, or merge with other companies with existing mosquito and tick control businesses, and other related services anywhere (including inside or outside of the Territory) and, even if such businesses are located in the Territory, provided the other businesses to continue to operate under another name. We will not compensate you for any of our activities in your Territory, even if they have an impact on your Franchised Business.

National Accounts
We retain the right to approach and solicit customers within your territory, regardless of whether you currently provide services to them, to develop them as a national account. A national account is a customer or group of customers or a potential customer that operates under common ownership or control, or under the same trademarks or service marks through independent franchisees, independent dealerships, or some other association as we may designate, and which operates in two or more locations that are not exclusively within the territory of one FlyFoe franchisee.

We retain the exclusive right to negotiate national accounts and set the contract terms, conditions and prices. If you have a pre-existing relationship with a national account location in your Territory and it is willing to allow it, you may continue to provide services to that location under the terms of its existing arrangement with you.

Unless we independently determine that you are unable to provide the services needed to maintain a specific national account location in your Territory, we will notify you in writing of the opportunity to service that national account location under the terms, conditions and prices that we and the national account have contracted to. Within 10 days of this notice, you must notify us in writing whether or not you accept the duties, obligations and rights under the national account contract and will render such services to the national account location at the prices set forth in the contract (such prices possibly being less than the prices normally charged by you to your customers). Your failure to timely respond to any such notice will signify your election not to service the national account location in your Territory.

We may, directly or through our designee, service any national account location in your Territory that you decline to service or that we independently determine you cannot adequately service.

Item 13
TRADEMARKS

You will be granted the non-exclusive right, and undertake the obligation, under the terms of the Franchise Agreement, to establish and operate a FlyFoe Franchised Business under the Marks and System.

The principal FlyFoe commercial symbol which we will license to you appears on the Cover of this Disclosure Document.

You may also use any other current or future trademarks that we may designate to identify the FlyFoe Franchised Business. By trademark, we mean trade names, trademarks, service marks, mean URLs, domain names, website addresses, email addresses, digital cellular addresses, wireless web addresses and the like ("e-names") and associated logos, designs, symbols, trade dress and other commercial symbols and logos used to identify your Franchised Business. We do intend to commence an on-going practice of registering new trademarks that may be developed for promotional or related marketing activities.

The following is a description of the principal Trademarks which are registered with United States Patent and Trademark Office (USPTO) and which we will license to you:

Mark	Registration No.	Registration Date	Principal or Supplemental Register
FlyFoe	**5,591,262**	**October 23, 2018**	**Principal**
	5,603,069	**November 6, 2018**	**Principal**

In view of our federal registration, we have not, and do not intend to, pursue any additional state registrations, in this or any other state. We plan to file required affidavits and renewal when due with the USPTO.

Presently, there are no other effective determinations of the USPTO or of the trademark administrator of any state or court, of any pending interference, opposition, or cancellation proceedings involving any of the above referenced trademarks. Nor are there any pending proceedings of material federal or state litigation involving these trademarks and their use. There are no agreements currently in effect which significantly limit our rights to use or license the use of the Marks in any manner material to the franchise, nor are there any superior rights or infringing uses actually known to us which would materially affect your use of the Marks.

We cannot prevent anyone who began using the name "FlyFoe" before our use of it from continuing their use of that name in the area of prior use. The name "FlyFoe" may be in use by other businesses in the United States who are not our franchisees or in any way affiliated with us. You are responsible for finding out whether the name "FlyFoe is already being used in the Territory.

You must notify us immediately when you learn about an infringement of or challenge to your use of our trademark. Although we are not obligated to preserve and protect the ownership and validity of our trademarks, we will take the action we think appropriate and have the right to control any administrative proceedings or litigation involving a trademark licensed by us to you. While we are not required to defend you against a claim against your use of our trademark, we may reimburse you for your liability and reasonable costs in connection with defending our trademark. To receive reimbursement, you must have notified us immediately when you learned about the infringement or challenge.

You must modify or discontinue the use of a trademark if we modify or discontinue it. If that happens, we will reimburse you for your tangible costs of complying (for example, changing signs or advertising materials).

Your Franchise Agreement provides that any use of the Marks that is not authorized is an infringement. You may not use the Marks as part of your corporate or other legal name, website address, e-mail address, domain name or other identification in any print, electronic or other medium, or with any prefix, suffix or other modifying word, term, symbol or design without our consent. All rights in, and goodwill from, the use of the Marks accrue solely to us.

You must not directly or indirectly contest our right to our trademark, trade secrets or business techniques that are part of our business.

Item 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We have no patents nor patent applications pending that are material to the franchise.

We claim trade secret and copyright protection for our Confidential Manuals, Business Forms, FlyFoe Software, Videos, information contained on our Website and other printed and advertising material contained in the FlyFoe System. These copyrights have not been registered with the United States Registrar of Copyrights. We grant you the rights to use these items for the term of the Franchise Agreement. You may not use our confidential information in an unauthorized manner and must take reasonable steps to prevent its disclosure to others.

There currently are no effective determinations of the Copyright Office (Library of Congress) or any court regarding any of the copyrighted materials. Nor are there any agreements currently in effect which significantly limit our right to use or authorize franchisees to use the copyrighted materials. Furthermore, there are no infringing uses actually known to us which could materially affect a franchisee's use of the copyrighted materials in any state. We are not required by any agreement to protect or defend copyrights or confidential information, although we intend to do so when this action is in the best interests of the FlyFoe System.

Item 15
OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You or your Operating Principal must directly supervise your FlyFoe Franchised Business at all times. You must maintain business times and hours as we may specify in the Operations Manual. You or your Operating Principal must successfully complete our training program and, after completion of the training, must devote full time energy and best efforts to the operation of the Franchised Business. You or your Operating Principal must perform the tasks of management full time within your operational business until such time as your gross revenues exceed a minimum as specified in our Manuals and, only for so long as, in our sole opinion, you have adequate management in place to operate the Franchised Business, which meet our management guideline. A manager must be approved by us and successfully complete our Initial Training Program prior to undertaking management of the Franchised Business. The manager is not required to have an equity interest in the franchise. You must inform us of any changes in the management or operation of your Franchise Business.

We grant franchises to individuals and newly organized business entities that only operate the FlyFoe Franchised Business. If you purchase the Franchise Business as an individual with our prior written permission, the Franchise Agreement may be assigned to a business entity that only operates the FlyFoe Franchised Business and only if the business entity is newly organized by you and that you own all of the equity and control all voting rights and powers of the business entity. An assignment is made by executing an assignment agreement in a form approved by us in which you, individually, and the business entity agrees to be bound jointly and severally by all the provisions of the Franchise Agreement and agrees to provide information and documentation concerning the formation of the business entity, its articles, bylaws, operating agreements, resolutions, stockholders, members, managers, partners, directors and officers as applicable to us. Further, all issued and outstanding ownership documents of this business entity must bear a legend stating that they are bound by the terms of the Franchise Agreement.

Even if the franchise is assigned to a business entity, you or the Operating Principal must continue to participate in the day-to-day operation of the Franchise and you, individually, must personally guaranty the Franchisee's obligations to us (see Guaranty Addendum E to the Franchise Agreement). We do not require your spouse or domestic partner to sign the franchise agreement or personal guaranty, but we do require that your spouse or domestic partner sign a Non-Disclosure and Non-Competition Agreement, attached as Exhibit H to this Disclosure Document.

All executive, administrative, management and marketing personnel actively involved in the management or operation, of the Franchised Business must sign our then current form of Non-Disclosure and Non-Competition Agreement and attend and successfully complete our training program (as described in Item 11).

Item 16
RESTRICTIONS ON SERVICES OFFERED BY FRANCHISE

You must offer and provide all the products and services required by us. Further, you are prohibited from offering or providing any products and services not authorized by us. You are specifically limited to provide approved FlyFoe services to customers who are located in your Territory. If you are servicing a customer outside of your Territory and we grant a franchise to another with a Territory that includes this customer, you must cease servicing the customer and inform the other Franchisee whose new Territory includes this customer of the service and needs of this customer to allow the new Franchise to properly and timely service this customer. You must cease service to this customer, and you will receive no compensation for your loss. We reserve the right to add additional products and services which you must offer and further reserve the right to withdraw any products and services currently authorized by us. You may not use the FlyFoe System or our network of franchisees for any purpose which is not specifically authorized by us.

Item 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this Disclosure Document.

	Provision	Section in Franchise Agreement	Summary
A	The length of the Franchise Term	Section 3a	Term is 5 years.
B	Renewal or extension of the term	Section 3b-c	If you are in good standing and in full compliance with the Franchise Agreement you can add additional consecutive renewal terms of 5 years.
C	Requirements for Franchisee to renew or extend	Section 3d	Timely written notice of election to renew, sign our then-current renewal franchise agreement which may contain materially different terms and conditions than your original Agreement including royalties, pay fee, and sign release and waiver.
D	Termination by Franchisee	Section 16a	Any time with 90 days written notice, pay amounts due and release signed.
E	Termination by Franchisor without cause	Section 16b	Not Applicable.
F	Termination by Franchisor (with cause)	Section 16b	We can terminate only if you default, on certain terms of the Franchise Agreement.
G	"Cause" defined defaults which can be cured	Section 16b(xi)	Upon written notice from us of noncompliance you have 10 days to cure breach of certain terms of the Agreement. You have 15 days after notice to cure any violation of any law or regulation applicable to the Franchised Business.
H	"Cause" defined defaults non-curable defaults	Section 16b	Non-curable defaults; failure to pay obligation, failure to commence operation within 9 months from the date of execution of the Franchise Agreement or successfully complete initial training, conviction of felony, repeated defaults even if cured, insolvency, failure to report, abandonment, trademark misuse and unapproved transfers.
I	Franchisee's obligation on termination/non-renewal	Section 17	Obligations include complete de-identification, payments of amounts due, return of all materials, and delivery of all customer information (also see r below).
J	Assignment of contract by Franchisor	Section 21	We have the right to sell or assign the Franchise Agreement in whole or part. No restrictions. However, no assignment will be made by us, except to an Assignee who, in our good faith judgment, is willing and able to assume our obligations under the Franchise Agreement.

	Provision	Section in Franchise Agreement	Summary
K	"Transfer" by Franchisee -defined	Section 20a	Includes transfer or assignment of the Agreement, the Franchise, the franchised Business or any part.
L	Franchisor's approval of transfer by Franchisee	Section 20a	We have the right to approve all transfers, but will not unreasonably withhold approval, if conditions are satisfied.
M	Conditions for Franchisor's approval of transfer	Section 20b-e	New franchisee must qualify, transfer fee paid, purchase agreement approved, training arranged, release signed by you and current agreement signed by new franchisee (also see r below).
N	Franchisor's right of first refusal to acquire your business	Section 18	We can match any offer for your Franchised Business.
O	Franchisor's option to purchase your business	Section 19	Upon termination you must offer in writing to sell Franchise to us. If there is a dispute regarding the offering, price, fair market value will be determined by the American Arbitration Association. We have 30 days to exercise our option. We have no obligation to purchase the Franchise.
P	Death or disability of Franchisee	Section 23	Your heirs may combine to operate your Franchised Business if they would otherwise qualify as an assignee including payment of transfer fee. Franchise may be transferred according to Section 17, 18 and 19 of Franchise Agreement.
Q	Non-competition covenants during the term of the Franchise	Section 25	There shall be no involvement in competing business anywhere without our written approval.
R	Non-competition covenants after the franchise is terminated or expires	Sections 25 and 17a	You may not engage or be involved in any manner in a competing business for 18 months in your former Territory, within a radius of 18 miles from the center of your former Territory, or in any Territories of any FlyFoe Franchise. (Subject to State Law)
S	Modification of the franchise agreement	Sections 22 and 38	You may not modify the franchise agreement. We may modify upon execution of written agreement with you. We may modify the Confidential Manual and any parts of the system if necessary.
T	Integration/merger clause	Section 38	Only the terms of the franchise agreement are binding (subject to state law). No other promises are enforceable. However, nothing in the franchise agreement or in any related document is intended to disclaim our representations made in this disclosure document.
U	Dispute resolution by arbitration or mediation	Section 29	Except for certain claims, all disputes must be arbitrated before the American Arbitration Association, Boston Massachusetts office. Nothing in the Franchise Agreement or any related agreement is intended to disclaim the representations we made in the franchise disclosure document. (Subject to State Law)

	Provision	Section in Franchise Agreement	Summary
V	Choice of forum	Section 29	Litigation must be in the state courts of Massachusetts and/or the United States district Courts sitting in Massachusetts. (Subject to State Law)
W	Choice of law	Section 29	Massachusetts law applies. (Subject to State Law)

Item 18
PUBLIC FIGURES

There are no public figures involved in the sale of this franchise.

Item 19
FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information and the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet that you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting our Vice President of Planning and Development, Charles Lynch, FlyFoe, LLC, 77 North Washington Street, 3rd Floor, Boston, Massachusetts 02114, the Federal Trade Commission, and the appropriate state regulatory agencies.

Item 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1

SYSTEMWIDE OUTLET SUMMARY FOR YEARS 2017 to 2019

Column 1 Outlet Type	**Column 2** Year	**Column 3** Outlet at the Start Of the Year	**Column 4** Outlets at the End Of The Year	**Column 5** Net Change
Franchised	2017	0	0	0
	2018	0	5	+5
	2019	5	6	+1
Company-Owned	2017	0	0	0
	2018	0	0	0
	2019	0	0	0
Total Outlets	2017	0	0	0
	2018	0	5	+5
	2019	5	6	+1

Table No. 2

TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS (OTHER THAN THE FRANCHISOR) FOR YEARS 2017 to 2019

Column 1 State	**Column 2** Year	**Column 3** Number of Transfers
All	2017	0
	2018	0
	2019	0

Table No. 3

STATUS OF FRANCHISED OUTLETS
FOR YEARS 2017 to 2019

Col.1 State/Province	Col.2 Year	Col.3 Outlets at Start of Year	Col.4 Outlets Opened	Col.5 Terminations	Col.6 Non-Renewals	Col.7 Reacquired By Franchisor	Col.8 Ceased Operations – Other Reasons	Col.9 Outlets at End of Year
Alabama	2017	0	0	0	0	0	0	0
	2018	0	1	0	0	0	0	1
	2019	1	0	0	0	0	0	1
Massachusetts	2017	0	0	0	0	0	0	0
	2018	0	1	0	0	0	0	1
	2019	1	0	0	0	0	0	1
Missouri	2017	0	0	0	0	0	0	0
	2018	0	1	0	0	0	0	1
	2019	1	0	0	0	0	0	1
New Jersey	2017	0	0	0	0	0	0	0
	2018	0	1	0	0	0	0	1
	2019	1	0	0	0	0	0	1
Pennsylvania	2017	0	0	0	0	0	0	0
	2018	0	1	0	0	0	0	1
	2019	1	1	0	0	0	0	2
Totals	2017	0	0	0	0	0	0	0
	2018	0	5	0	0	0	0	5
	2019	5	1	0	0	0	0	6

Table No. 4

STATUS OF COMPANY-OWNED OUTLETS
FOR YEARS 2017 to 2019

Col.1 State	Col.2 Year	Col.3 Outlets at Start of the Year	Col.4 Outlets Opened	Col.5 Outlets Reacquired From Franchisees	Col.6 Outlets Closed	Col.7 Outlets Sold to Franchisees	Col.8 Outlets at End of the Year
All	2017	0	0	0	0	0	0
	2018	0	0	0	0	0	0
	2019	0	0	0	0	0	0
Totals	2017	0	0	0	0	0	0
	2018	0	0	0	0	0	0
	2019	0	0	0	0	0	0

Table No. 5

PROJECTED OPENINGS AS OF DECEMBER 31, 2019

Column 1 State	Column 2 Franchise Agreements Signed But Outlet Not Opened	Column 3 Projected New Franchised Outlet in Next Fiscal Year	Column 4 Projected New Company-Owned Outlets in the Next Fiscal Year
Alabama	0	1	0
Florida	0	2	0
Georgia	0	1	0
New Hampshire	0	1	0
New Jersey	0	1	0
Pennsylvania	0	1	0
Rhode Island	0	1	0
TOTAL:	0	8	0

All numbers are as of December 31 for each year.

The names of our franchisees and the addresses and telephone numbers of their units are listed in Exhibit F as of December 31, 2019. The name and last known address and telephone number of every franchisee who has had a unit terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the most recently completed fiscal year or has not communicated with us within 10 weeks of the disclosure document issuance date are also listed in Exhibit F.

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

In some instances, current and former franchisees signed provisions restricting their ability to speak openly about their experience with us. You may wish to speak with current and former franchisees, but be aware that not all franchisees will be able to communicate with you. Our franchise agreements have confidentiality clauses which prevent current and former fanchisees from disclosing proprietary, confidential and trade secret information about our system. During the last three fiscal years we have not signed any other type of agreement (settlement, etc.) which contained a confidentiality clause with any current or former franchisees

We have not created, sponsored or endorsed any trademark-specific franchisee organization nor have any independent franchisee organizations asked to be included in this disclosure document. We are not aware of any trademark-specific franchisee organizations associated with our franchise system.

Item 21
FINANCIAL STATEMENTS

We have attached as Exhibit B of this Disclosure Document our audited financial statements for the periods ending December 31, 2018 and December 31, 2019. These financial statements are prepared in accordance with generally accepted accounting principles by an independent auditor. Our fiscal year end is December 31st.

We were formed on November 30, 2017. We have not been in business for three years or more and cannot provide all financial statements as required by this Item.

Also attached are our unaudited financial statements for the interim period ending August 31, 2020

THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED AN OPINION WITH REGARD TO THE CONTENT OR FORM.

Item 22
CONTRACTS

Form Franchise Agreement is attached as Exhibit C.
Form of End User License Agreement for FlyFoe Software is attached as Addendum C to Franchise Agreement
Franchise Compliance Questionnaire is attached as Addendum D to Franchise Agreement
Guaranty Agreement is attached as Addendum E to Franchise Agreement
Telephone Listing Agreement is attached as Addendum F to the Franchise Agreement
Electronic Funds Transfer Authorization is attached as Addendum G to Franchise Agreement
Promissory Note and Security Agreement is attached as Addendum H to Franchise Agreement
VetFran Amendment is attached as Addendum I1 to Franchise Agreement
Local Hero Amendment is attached as Addendum I2 to Franchise Agreement
Territory Option Amendment is attached as Addendum J to Franchise Agreement
Form of Mutual Termination and General Release Agreement is attached as Exhibit E.
Conversion Franchise Agreement is attached as Exhibit G
Spousal Non-Disclosure and Non-Competition Agreement is attached as Exhibit H

Item 23
RECEIPT

See the last two pages of this Disclosure Document for detachable documents (one for retention by you and one for us) acknowledging receipt of the Disclosure Document by you.

EXHIBIT A

FLYFOE, LLC

LIST OF STATE AGENCIES/AGENTS

FOR SERVICE OF PROCESS

Our registered agent in the State of Massachusetts:

CT Corporation
155 Federal Street
Suite 700
Boston MA 02110

STATE	AGENCY	PROCESS, IF DIFFERENT
California 1(866) ASK-CORP	Commissioner of Department of Business Oversight Los Angeles Office: 320 West 4th Street, Suite 750 Los Angeles, CA 90013 Sacramento Office: 1515 K Street, South Suite 200 Sacramento, CA 95814-4052 San Diego Office: 1350 Front Street San Diego, CA 92101 San Francisco Office: 1 Sansome Street, Suite 600 San Francisco, CA 94104	
Hawaii	Securities Examiner 335 Merchant Street, Room 203 Honolulu, HI 96813	Commissioner of Securities 335 Merchant Street, Room 203 Honolulu, HI 96813
Illinois	Franchise Division Office of Attorney General 500 South Second Street Springfield, IL 62706	
Indiana	Franchise Section Indiana Securities Division Secretary of State, Room E-111 302 W. Washington Street Indianapolis, IN 46204	Administrative Office of the Secretary of State 201 State House Indianapolis, Indiana 46204
Maryland	Office of Attorney General Securities Division 200 St. Paul Place Baltimore, MD 21202-2021	Maryland Securities Commissioner 200 St. Paul Place Baltimore Maryland 21202-2021
Michigan	Consumer Protection Division Antitrust and Franchise Unit Michigan Dept of Attorney General 670 G. Mennen Williams Building 525 West. Ottawa Lansing, MI 48933	
Minnesota	Commission of Commerce Minnesota Dept.of Commerce	

STATE	AGENCY	PROCESS, IF DIFFERENT
	85 7th Place East, Suite 280 St. Paul, MN 55101-2198	
New York	New York State Dept of Law Bureau of Investor Protection 28 Liberty Street, 21st Floor New York, NY 10005 212-416-8285	Secretary of State State of New York One Commerce Plaza 99 Washington Avenue Albany, New York 12231-0001
North Dakota	North Dakota Securities Department 600 East Boulevard Avenue State Capital 5th Floor Dept 414 Bismarck, ND 58505-0510	Office of Securities Commissioner North Dakota Securities Department 600 East Boulevard Avenue State Capital 5th Floor Dept 414 Bismarck, ND 58505-0510
Oregon	Dept.of Insurance and Finance Corporate Securities Section Labor and Industries Building Salem, OR 97310	
Rhode Island	Division of Securities Department of Business Regulations Bldg. 69, 1st Floor John O. Pastore Center 1511 Pontiac Avenue Cranston, RI 02920	
South Dakota	Department of Labor and Regulation Division of Securities 124 S Euclid, Suite 104 Pierre, SD 57501	
Virginia	Ronald W. Thomas, Administrator State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, VA 23219	Clerk State Corporation Commission 1300 East Main Street Richmond, VA 23219
Washington	Department of Financial Institutions Securities Division P.O. Box 9033 Olympia, WA 98507 (360) 902-8760	Department of Financial Institutions Securities Division 150 Israel Road SW Tumwater, WA 98501 (360) 902-8760
Wisconsin	Securities and Franchise Registration Division of Securities 4th Floor 345 W. Washington Ave Madison, WI 53703	

EXHIBIT B

FLYFOE, LLC

FINANCIAL STATEMENTS

FLYFOE, LLC
INTERIM UN-AUDITED FINANCIAL STATEMENTS

For the Period
January – August 2020

These financial statements are prepared without an audit. Prospective franchisees or sellers of franchises should be advised that no certified public accountant had audited these figures or expressed his/her opinion with regard to the content or form.

	Flyfoe As of August 31st, 2020
ASSETS	
Current Assets:	
Cash and cash equivalents	$ 25
Accounts receviable, net	$ 32,915
Advertising funds due from franchisees, net	$ -
Due from affiliated companies	$ -
Prepaid expenses and other current assets	$ 6,307
Current portion of notes receivables	$ -
Total Current Assets	**$ 39,247**
Property and equipment, net	$ 13,541
Notes receivables, net of current portion	$ -
Other noncurrent assets	$ -
Intangible asset, net	$ -
	$ -
Total Assets	**$ 52,788**
Liabilities and Shareholders' (Deficit) Equity	
Current Liabilities	
Lines of Credit	$ -
Accounts Payables and accrued expenses	$ 94,008
Funds committed for franchisee advertising	$ -
Current portion of deferred franchise and territory fees	$ -
Other current liabilities	$ -
Total Current Liabilities	**$ 94,008**
Other noncurrent liabilities	$ -
Deferred Franchise and territory fees, net of current portion	$ -
	$ -
Total Liabilities	**$ 94,008**
Shareholders' (Deficit) Equity	
Class A capital stock, voting, no par value; 180,000 shares authorized; 180 shares issued and outstanding	$ -
Class B capital stock, voting, no par value; 20,000 shares authorized; 20 shares issued and outstanding	$ -
(Accumlated deficit) retained earnings	$ (41,220)
Total Shareholders' (deficit) equity	**$ (41,220)**
Total Liabilities and Shareholders' (deficit) equity	**$ 52,788**

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These financial statements are prepared without an audit. Prospective franchisees or sellers of franchises should be advised that no certified public accountant had audited these figures or expressed his/her opinion with regard to the content or form.

	Flyfoe As of August 31st, 2020
Revenues, net	$ 82,721
Operating expenses	$ 315,285
Income (loss) from operations	(232,564)
Other income (expense):	
Other income	$ 1,000
Other expenses	$ -
	1,000
Income before income taxes	$ (231,564)
Provision for income taxes	$ -
Net income	$ (231,564)
Retained Earnings, beginning of year	$ (14,516)
Impact upon adoption of ASC 606	$ -
Contributions	$ 204,860
Distrbutions	$ -
(Accumlated deficit) retained earnings, end of year	$ (41,220)

Page 1 of 1

FlyFoe, LLC

Financial Report
December 31, 2019

RSM US LLP

Consent

RSM US LLP consents to the use in the Franchise Disclosure Document issued by FlyFoe LLC ("Franchisor") on April 29, 2020, as it may be amended, of our report dated April 15, 2020, relating to the financial statements of Franchisor as of December 31, 2019 and 2018 and for the years ending December 31, 2019 and 2018.

RSM US LLP

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RSM

Independent Auditor's Report

RSM US LLP

To the Members
FlyFoe, LLC

Report on the Financial Statements
We have audited the accompanying financial statements of FlyFoe, LLC (the Company), which comprise the balance sheets as of December 31, 2019 and 2018, the related statements of operations and members' (deficit) equity and cash flows for the years then ended, and the related notes to the financial statements (collectively, the financial statements).

Management's Responsibility for the Financial Statements
Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility
Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion
In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of FlyFoe, LLC as of December 31, 2019 and 2018, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter
As discussed in Note 1 to the financial statements, in 2019, the Company adopted new accounting guidance for revenue recognition. Our opinion is not modified with respect to this matter.

RSM US LLP

Boston, Massachusetts
April 15, 2020

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FlyFoe, LLC

Balance Sheets
December 31, 2019 and 2018

	2019	2018
Assets		
Current assets:		
Cash and cash equivalents	**$ 794**	$ 5,657
Accounts receivable	**762**	4,515
Prepaid expenses and other current assets	**3,386**	13,349
Total current assets	**4,942**	23,521
Property and equipment, net	**25,601**	39,352
Other noncurrent assets	**40,264**	25,000
Total assets	**$ 70,807**	$ 87,873
Liabilities and Members' (Deficit) Equity		
Current liabilities:		
Accounts payable and accrued expenses	**$ 250**	$ 6,453
Current portion of deferred franchise and territory fees	**8,988**	45,446
Due to affiliated companies	**7,804**	14,606
Total current liabilities	**17,042**	66,505
Deferred franchise and territory fees, net of current portion	**68,031**	-
Total liabilities	**85,073**	66,505
Members' (deficit) equity	**(14,266)**	21,368
Total liabilities and members' (deficit) equity	**$ 70,807**	$ 87,873

See notes to financial statements.

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FlyFoe, LLC

Statements of Operations and Members' (Deficit) Equity
Years Ended December 31, 2019 and 2018

	2019	2018
Revenues	**$ 54,318**	$ 54,065
Operating expenses	**517,566**	448,290
Net loss	**(463,248)**	(394,225)
Members' equity, beginning of year	**21,368**	84,786
Impact of adoption of ASC 606	**(32,879)**	-
Contributions	**460,493**	330,807
Members' (deficit) equity, end of year	**$ (14,266)**	$ 21,368

See notes to financial statements.

FlyFoe, LLC

Statements of Cash Flows
Years Ended December 31, 2019 and 2018

	2019	2018
Cash flows from operating activities:		
Net loss	**$ (463,248)**	$ (394,225)
Adjustments to reconcile net loss to		
net cash used by operating activities:		
Depreciation and amortization	**17,613**	11,055
Bad debt expense	**-**	1,486
Changes in assets and liabilities:		
Decrease (increase) in assets:		
Accounts receivable	**3,753**	(6,001)
Prepaid expenses and other current assets	**11,966**	(13,349)
Other assets	**(9,585)**	(8,500)
Increase (decrease) in liabilities:		
Accounts payable and accrued expenses	**(6,203)**	6,453
Deferred franchise and territory fees	**(8,988)**	45,446
Due to affiliated company	**(6,802)**	(29,608)
Net cash used in operating activities	**(461,494)**	(387,243)
Cash flows from investing activities:		
Acquisition of property and equipment	**(3,862)**	(37,907)
Net cash used in investing activities	**(3,862)**	(37,907)
Cash flows from financing activities:		
Contributions	**460,493**	330,807
Net cash provided by financing activities	**460,493**	330,807
Net decrease in cash and cash equivalents	**(4,863)**	(94,343)
Cash and cash equivalents:		
Beginning of year	**5,657**	100,000
End of year	**$ 794**	$ 5,657

See notes to financial statements.

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FlyFoe, LLC

Notes to Financial Statements

Note 1. Summary of Significant Accounting Policies

Nature of business: FlyFoe, LLC (the Company or the Franchisor) was established on November 30, 2017. The Company is a franchisor that will provide support, guidance and training to the Company's franchisees. The Company's franchisees will provide mosquito and tick control services and other related services in the United States.

The Company entered into 0 and 5 new franchise agreements during the years ended December 31, 2019 and 2018, respectively. The Company had 5 and 3 franchises in operation at December 31, 2019 and 2018, respectively.

The owners of the Company have committed to continue to fund the operations of the Company through December 31, 2020 and are committed to continuing to fund operations for any duration of time that is necessary to assure the success of the Company.

Basis of presentation: The accompanying financial statements have been prepared in accordance with accounting standards set by the Financial Accounting Standards Board (FASB). The FASB sets generally accepted accounting principles (GAAP) that the Company follows to ensure its financial condition, results of operations, and cash flows are consistently reported. References to GAAP issued by the FASB in these notes to the financial statements are to the FASB Accounting Standards Codification (ASC).

Revenue and expense recognition:

Revenue Recognition Policy: As of January 1, 2019, the Company recognizes revenue in accordance with ASC Topic 606, *Revenue from Contracts with Customers*, which provides a five-step model for recognizing revenue from contracts with customers as follows: identify the contract with a customer, identify the performance obligations in the contract, determine the transaction price, allocate the transaction price to the performance obligations in the contract, and recognize revenue when or as performance obligations are satisfied.

Nature of Services: The Company's franchise agreements include (a) the right to use our symbolic intellectual property over the term of each franchise agreement, (b) pre-opening services, such as training, (c) ongoing services, such as management of the advertising fund contributions and support services for the franchisees, and (d) a license to use the Company's internal-use software which is hosted on the Company's Software as a Service (SaaS) platform. These promises are highly dependent upon and interrelated with the franchise right granted in the franchise agreement, so they are not considered to be individually distinct and therefore are accounted for as a single performance obligation. The performance obligation under the franchise agreement is the promise to provide daily access to the symbolic intellectual property over the term of each franchise agreement, which is a series of distinct services that represents a single performance obligation. Although the franchisor's underlying activities associated with the symbolic intellectual property will vary both within a day and day-to-day, the symbolic intellectual property is accessed over time and the customer (the franchisee) simultaneously receives and consumes the benefit from the franchisor's performance of providing access to the symbolic intellectual property (including other related activities).

The Company's revenue consists primarily of franchise revenue, which includes franchise royalties, advertising fund contributions, franchise fees, and support services performed for franchisees. Initial franchise fees are based on the market type selected and are paid at the time an individual franchise agreement is signed. Territory fees are for the purchase of additional territory over and above the minimum qualified households allowable based on the market type selected and are also paid at the time an individual franchise agreement is signed.

The Company's products and services are marketed and sold primarily to customers in the United States. Our results of operations are substantially affected by economic conditions, which can vary significantly by market and can be impacted by consumer disposable income levels and spending habits.

Note 1. Summary of Significant Accounting Policies (Continued)

Revenue and expense recognition (continued):

Payment Terms: The transaction price is the amount of consideration to which the Company expects to be entitled in exchange for transferring goods and services to the customer. Agreements may include initial and renewal franchise fees, sales-based royalties, and fees for administrative services performed for the franchisee.

The Company believes its franchising agreements do not contain a significant financing component because (a) the timing of the upfront payment does not arise for the reason of provision of financing to the company and (b) the sales-based royalty is variable and based on factors outside the company or the franchisee's control.

Revenue Recognition: Initial and renewal franchise fees are recognized as revenue on a straight-line basis over the term of the respective agreement beginning when the agreement is signed. Franchise agreements typically have a term of 10 years with the option to renew for an additional 5 years, if the franchisee is in compliance with the terms of the franchise agreement.

Continuing royalties are calculated as a percentage of franchisees' reported sales that are related entirely to the Company's performance obligation under the franchise agreement. These royalties are considered variable consideration but, because they relate to a license of intellectual property, they are not included in the transaction price. Instead, royalty revenue is recognized as franchisee sales occur. Advertising contributions received from our franchisees are recorded as a component of franchise royalties and fees in the consolidated statements of operations and members' equity.

Contract Balances: The Company records accounts receivable when it has the unconditional right to issue an invoice and receive payment, regardless of whether revenue has been recognized. If revenue has not yet been recognized, a contract liability (deferred franchise and territory fees) also is recorded.

Opening balances as of January 1, 2019 and closing balances as of December 31, 2019 were as follows:

	Balance at January 1, 2019	Balance at December 31, 2019
Trade receivables, net	$ 5,657	$ 762
Deferred franchise and territory fees	(86,007)	(77,019)

Commissions Costs: The Company defers those direct and incremental costs associated with the sale of franchises. Deferred costs are charged to earnings when the related deferred franchise and territory fees are recognized as revenue over the term of the respective agreement. The Company has determined the period of benefit for direct and incremental costs associated with the sale of franchises to be 10 years by taking into consideration the initial term of the franchise agreement. Amortization is recognized on a straight-line basis commensurate with the pattern of revenue recognition. Deferred costs are recorded in prepaid expenses and other current assets and other noncurrent assets in the accompanying balance sheet.

Note 1. Summary of Significant Accounting Policies (Continued)

Revenue and expense recognition (continued):

Adoption of ASC 606: The Company adopted ASU Topic 606, *Revenue from Contracts with Customers,* as of January 1, 2019 using the modified retrospective approach, where the standard is applied only to the most current period presented in the financial statements and only to contracts which are not completed as of January 1, 2019. Results for reporting periods beginning after January 1, 2019 are presented under Topic 606, while prior period amounts are not adjusted and continue to be reported in accordance with historic accounting under ASC 605, *Revenue Recognition*, and ASC 925, *Franchisors*. Historically, the Company recorded revenue under ASC 605, *Revenue Recognition*, and ASC 925, *Franchisors*. Franchise and territory fees were recognized as revenue, and direct and incremental costs of the sale of the franchise were recognized as expense, when the location was operational and the Company had performed substantially all of the services pursuant to the franchise agreement. Franchise and territory fees received and unearned were reported as deferred franchise and territory fees in the accompanying balance sheet and deferred costs were recorded in prepaid expenses and other current assets and other noncurrent assets in the accompanying balance sheet.

The Company collects funds from its franchisees for advertising pursuant to the Company's franchise agreements at a percentage of franchisee sales. Under ASC 605, the collection of funds from franchisees for advertising pursuant to the Company's franchise agreements constituted agency transactions and were not recognized as revenues and expenses. Advertising funds collected from franchisees were recorded as a liability. Advertising costs, including internal marketing costs, incurred were charged against this liability. Under ASC 606 these advertising services are not considered distinct because they are highly dependent and interrelated to the franchise right. Advertising contributions are now considered part of the transaction price for the franchise right and recognized as revenue as the underlying sales occur. The advertising costs incurred for franchisees will be expensed in accordance with the Company's normal policy.

Upon adoption, the Company recorded a cumulative reduction to opening members' equity of $32,879. The impact on opening member's equity was a $40,561 decrease as the franchise and territory fees will now be taken over the term of the agreement offset by a $7,682 increase as the associated commissions costs will also be taken over the term of the agreement.

The cumulative effect of adopting ASC 606 effective January 1, 2019 on the Company's consolidated balance sheet is as follows:

	As of January 1, 2019		
	As previously reported	ASC 606 adjustments	As adjusted
Assets			
Prepaid expense and other current assets	$ 13,349	$ 7,682	$ 21,031
Liabilities			
Deferred franchise and territory fees	$ (45,446)	$ (40,561)	$ (86,007)
Members' equity			
Members' (deficit) equity	$ 21,368	$ (32,879)	$ (11,511)

Note 1. Summary of Significant Accounting Policies (Continued)

Revenue and expense recognition (continued):

The following summarizes the impact of adoption to select lines of the Company's consolidated statement of operations and balance sheet as of and for the year ended December 31, 2019:

	As Reported	Balances Without Adoption of ASC 606	Effect of Change Higher (Lower)
Revenues	$ 54,318	$ 87,218	$ (32,900)
Operating expenses	517,566	520,627	(3,061)
Net loss	$ (463,248)	$ (433,409)	$ (29,839)

	As Reported	Balances without Adoption of ASC 606	Effect of Change Higher (Lower)
Assets			
Prepaid and other current assets	$ 3,386	$ 1,383	$ 2,003
Other noncurrent assets	$ 40,264	$ 25,000	$ 15,264
Funds committed for franchisee advertising	$ -	$ 2,966	$ (2,966)
Liabilities			
Deferred franchise and territory fees	$ 77,019	$ -	$ 77,019
Members' equity			
Members' (deficit) equity	$ (14,266)	$ 48,452	$ (62,718)

Cash and cash equivalents: The Company considers all short-term, highly liquid investments with original maturities of 90 days or less to be cash and cash equivalents. Cash equivalents consist of money market accounts.

Accounts receivable: Accounts receivable is stated at the amount the Company expects to collect from outstanding balances. The Company maintains an allowance for doubtful accounts for estimated losses resulting from the inability of its franchisees to make required payments. Management considers the following factors when determining the collectability of specific accounts: credit-worthiness of franchisees, past transaction history with the franchisee, current economic industry trends and changes in franchisee payment terms. If the financial conditions of the Company's franchisees were to deteriorate, adversely affecting their ability to make payments, additional allowances would be required. Based on management's assessment, the Company provides for estimated uncollectible amounts through a charge to earnings and a credit to the allowance. Accounts receivable that remain outstanding after the Company has made reasonable collection efforts are written off against the allowance and a credit to accounts receivable. Recoveries of accounts receivable previously written off are recorded when received. There was no allowance for doubtful accounts on accounts receivable at December 31, 2019 and 2018.

Note 1. Summary of Significant Accounting Policies (Continued)

Concentration of credit risk: The Company's financial instruments that are exposed to concentrations of credit risk consist primarily of cash and cash equivalents and accounts receivable. The Company maintains its cash and cash equivalents in bank deposit accounts, which at times may exceed federally insured limits. The Company has not experienced any losses in such accounts. The Company believes it is not exposed to any significant credit risk on cash and cash equivalents. The Company grants credit to its franchisees. Consequently, the Company's ability to collect the amounts due from franchisees is affected by economic fluctuations. The Company routinely assesses the financial strength of its franchisees and believes that its accounts receivable credit risk exposure is limited. The Company did not consider it necessary to record an allowance for doubtful accounts as of December 31, 2019 or 2018.

Franchisor advertising: Advertising costs of the Franchisor are charged against income during the period the advertising is displayed. Advertising costs are expensed as incurred and totaled $14,346 and $16,185 for the years ended December 31, 2019 and 2018, respectively.

Income taxes: The Company is a limited liability company, which is treated as a partnership for federal and state income tax purposes. Therefore, all items of income, expense and tax credits are passed through to the individual unit holders of the Company's members. Accordingly, no provision for income taxes is required for the years ended December 31, 2019 or 2018. Deferred income taxes are determined from temporary differences between carrying amounts of assets and liabilities using enacted tax rates in effect in the years in which differences are expected to reverse. As of December 31, 2019 and 2018, there are no deferred income taxes.

The Company follows ASC 740, *Accounting for Uncertainty in Income Taxes*. ASC 740 provides guidance for how uncertain tax positions should be recognized, measured, presented and disclosed in the financial statements. ASC 740 also requires the evaluation of tax positions taken or expected to be taken in the course of preparing the Company's tax returns to determine whether the tax positions are more likely than not of being sustained by the applicable tax authority. Tax positions not deemed to meet a more likely than not threshold would be recorded as a tax expense in the current year. The Company will recognize interest and penalties related to unrecognized tax benefits, if any, in income tax expense. As of December 31, 2019 or 2018, the Company does not have any uncertain tax positions.

The Company files income tax returns in the U.S. federal and Massachusetts jurisdictions. The Company is not subject to U.S. federal and Massachusetts examinations by tax authorities for years before 2017, its year of inception.

Software development costs: Costs for software developed for internal use are accounted for in accordance with ASC 350, *Intangibles—Goodwill and Other—Internal-Use Software*. ASC 350 requires the capitalization of certain costs incurred in connection with developing or obtaining internal-use software. In accordance with ASC 350, the Company expenses costs incurred in the preliminary project stage of developing or acquiring internal use software, such as research and feasibility studies, as well as costs incurred in the post-implementation/operational stage, such as maintenance and training. Capitalization of software development costs occurs only after the preliminary project stage is complete, management authorizes the project, and it is probable that the project will be completed and the software will be used for the function intended. Costs associated with the purchase and development of computer software are capitalized and amortized on a straight-line basis over the estimated useful life of the related asset. Software development costs are recorded in property and equipment in the accompanying balance sheets. The Company capitalized software development costs of $3,862 and $35,912 for the years ended December 31, 2019 and 2018, respectively.

Note 1. Summary of Significant Accounting Policies (Continued)

Property and equipment: Property and equipment are stated at cost, net of accumulated depreciation and amortization. Expenditures for additions and improvements are capitalized while maintenance and repair expenditures are charged to operations as incurred. When assets are sold or otherwise retired from service, their cost and related accumulated depreciation and amortization are removed from the accounts and any gain or loss is included in the results of operations. Depreciation and amortization is computed using the straight-line method based on the following estimated useful lives:

	Years
Office and computer equipment	3-5 years
Software development costs	3 years

Impairment of long-lived assets: The Company reviews long-lived assets for impairment whenever events or changes in circumstances indicate that the book value of the asset may not be recoverable. The Company evaluates whether events and circumstances have occurred that indicate possible impairment. An asset is considered impaired if the net book value of the asset exceeds the future projected undiscounted cash flows anticipated to be generated by the asset. The impairment is then measured as the excess of the net book value of the asset over its estimated fair value. During the years ended December 31, 2019 and 2018, no impairment charge was required.

Use of estimates: The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Recent accounting pronouncements: In February 2016, the FASB issued ASU 2016-02, *Leases* ("ASU 2016-02"), which will replace most existing lease accounting guidance in U.S. GAAP. Under the new guidance, lessees are required to recognize lease assets and lease liabilities on the balance sheet for all leases with terms longer than 12 months. Leases will be classified as either financing or operating, with classification affecting the pattern of expense recognition in the statement of operations. The new standard is effective for fiscal years beginning after December 15, 2020. A modified retrospective transition approach is required for leases existing at, or entered into after, the transition date, with certain practical expedients available. The Company plans to adopt the guidance on January 1, 2021, through a cumulative-effect adjustment, and will not apply the new standard to comparative periods presented. The Company is in the process of assessing the impact of this standard on its financial statements.

Note 2. Related Party Transactions

Due to affiliated companies: The Company had various costs paid by an affiliate company on behalf of the Company during the current year. The amount due to the affiliated company was $7,804 and $14,606 at December 31, 2019 and 2018, respectively. Amounts due to the affiliated company are non-interest bearing.

The costs paid on behalf of the Company during the current year are primarily related to administrative and management functions performed by employees of the affiliate company on behalf of the Company. These costs include payroll, rent, and accounting/consulting fees.

Note 3. Property and Equipment

Property and equipment consisted of the following at December 31, 2019 and 2018:

	2019	2018
Office and computer equipment	$ 1,995	$ 1,995
Software development costs	52,274	48,412
Total property and equipment	54,269	50,407
Less accumulated depreciation and amortization	(28,668)	(11,055)
Property and equipment, net	$ 25,601	$ 39,352

Depreciation and amortization expense for the years ended December 31, 2019 and 2018 was $17,613 and $11,055, respectively.

Note 4. Members' Equity

The Operating Agreement of the Company became effective on November 30, 2017 upon establishment of the limited liability company. The Initial Members (as defined in the Operating Agreement) manage all the affairs of the Company in proportion to their percentage interests.

In the event of liquidation or dissolution of the Company, distributions will be made first to creditors of the Company, including Initial Members who are creditors. Distributions will then be made to the Initial Members in proportion to their capital contributions.

Note 5. Subsequent Events

In preparing these financial statements, the Company has evaluated events and transactions for potential recognition or disclosure through April 15, 2020, the date the financial statements were available to be issued.

On January 30, 2020, the World Health Organization declared the coronavirus outbreak (COVID-19) a "Public Health Emergency of International Concern" and on March 11, 2020, declared COVID-19 a pandemic. The impact of COVID-19 could negatively impact the Company's operations and customer base. Any quarantines, labor shortages or other disruptions to the Company's operations, or those of their customers, may adversely impact the Company's revenues, ability to provide its services and operating results. In addition, a significant outbreak of epidemic, pandemic or contagious diseases in the human population could result in a widespread health crisis that could adversely affect the economies and financial markets of many countries, including the geographical area in which the Company operates, resulting in an economic downturn that could affect demand for its goods and services. The extent to which the coronavirus impacts the Company's results will depend on future developments, which are highly uncertain and cannot be predicted, including new information which may emerge concerning the severity of the coronavirus and actions taken to contain the coronavirus or its impact, among others.

EXHIBIT C

FLYFOE FRANCHISE AGREEMENT

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THIS FRANCHISE AGREEMENT (the "Agreement") is made, executed and delivered the ____ day of _____, 20__, by and between FLYFOE, LLC, a Massachusetts limited liability company, with its principal place of business at 77 N. Washington Street, Boston, Massachusetts 02114 (hereinafter "we" or "us" or "our"), and _____ located at _____ (hereinafter "you", "your" or "Franchisee") and, if Franchisee is a partnership, corporation or limited liability company, including each of its partners, shareholders, equity owners or members.

RECITALS

WHEREAS, we own or have the sole and exclusive right to license in the United States certain trade names, trademarks, service marks, e-names, trade dress, logos, symbols, proprietary marks, and other indications of origin (the "Licensed Marks") identified in Addendum A, attached hereto and made a part hereof by this reference, including but not limited to, "FlyFoe" and such other trade names, trademarks, service marks, e-names, trade dress, proprietary marks, associated logos and symbols as are now or hereafter designed by us (and as may hereafter be designated by us in writing to you); and

WHEREAS, we have developed a plan and system relating to the operation of a business which provides on-location residential and commercial mosquito and tick control and other related services (the "FlyFoe System"); and

WHEREAS, you desire, upon the terms and conditions set forth herein, to obtain a license to operate an on-location mosquito and tick control services business which will utilize the Licensed Marks and the FlyFoe System (the "Franchised Business"); and

WHEREAS, you acknowledge that it is essential to the maintenance of the high standards of authorized FlyFoe System franchise owners, and to the preservation or the integrity of our Licensed Marks and goodwill, that each franchise owner in the FlyFoe system maintain and adhere to certain standards, procedures and policies hereinafter described and as altered and amended by us from time to time in our sole discretion; and

WHEREAS, we are willing, upon the terms and conditions set forth herein, to license you to operate the Franchised Business;

NOW, THEREFORE, in consideration of the mutual premises and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals.

The Recitals are incorporated herein by reference.

2. Grant of Franchise.

(a) Subject to all of the terms and conditions of this Agreement, we license to you the right and obligation to operate a Franchised Business utilizing the FlyFoe System and the Licensed Marks within the geographic territory (the "Territory") more particularly described in Addendum B, attached hereto and made a part hereof by this reference. Addendum B also sets forth the agreed "Targeted

Household Number" for your Territory. The rights and obligations herein granted are sometimes referred to in this Agreement as the "Franchise." We shall have final say in any dispute about Territory.

(b) We expressly acknowledge and agree that, so long as you are not in default under this Agreement or any other agreement ancillary hereto, during the term hereof, we shall not operate, or grant to any others the right to operate, the Franchised Business within the Territory, except as hereinafter provided in Subsections (c), (d) and (e) below.

(c) You expressly acknowledge and agree that we have the right, in our sole discretion, to (a) establish or license franchises and/or company-owned mosquito and tick control services and other related services businesses offering similar or identical products and services, and using the System or elements of the System, (i) under the Licensed Marks anywhere outside of the Territory or (ii) under names, symbols, or marks other than the Licensed Marks anywhere, including inside and outside of the Territory; (b) sell or offer, or license others to sell or offer, any products and services using the Licensed Marks or other marks through any similar and dissimilar channels, including, without limitation, through telephone, mail order, kiosk, retail, co-branded sites and sites located within other retail businesses, Intranet, Internet, web sites, wireless, email or other forms of e-commerce, for distribution inside and outside of the Territory; and (c) advertise, or authorize others to advertise, using the Licensed Marks anywhere, including inside and outside of the Territory. You will not be entitled to compensation from any of our activities or sale for any products or services within your Territory.

(d) You also agree that we may purchase, merge, acquire, be acquired by or affiliate with an existing competitive or non-competitive franchise or non-franchise network, chain or any other business regardless of the location of that other business' facilities, and that following such activity we may operate, franchise or license those other businesses and/or facilities under any names or marks other than (while this Agreement is in effect) the Licensed Marks, regardless of the location of these businesses and/or facilities, which may be within the Territory or immediately proximate to the Territory.

3. Term and Renewal.

(a) This Agreement shall take effect upon its execution by all parties hereto (the "Effective Date") and, unless previously terminated pursuant to Section 15 hereof, its initial term shall extend for five (5) years from the Effective Date (the "Initial Term").

(b) If you are not in default under this Agreement or any other agreement ancillary hereto, and have complied with all provisions of such agreements during the Initial or any Renewal Term including the timely payment of all fees and royalties, and you are not in default beyond the applicable cure period with any of our affiliates or any of your vendors or suppliers, you may renew this Franchise for additional terms of five (5) years each (each a "Renewal Term").

(c) You shall exercise your option to seek renewal by giving us written notice of your election to renew not less than six (6) nor more than nine (9) months prior to the expiration of the Initial Term or any Renewal Term. If you fail to give such written notice of election within the period specified, this Agreement, and all licenses granted hereunder, shall terminate automatically upon the expiration of the Initial Term or current Renewal Term. We have the absolute right to refuse to renew or extend the term of the Franchise granted in this Agreement if you have, during the Initial Term or any Renewal Term, received three (3) or more notices of default, whether or not you have subsequently cured such default.

(d) In order to renew your Franchise, you must:

(i) enter into our then current Renewal Franchise Agreement (herein so called), which Agreement may contain terms different from those contained herein including, but not limited to, different performance standards, royalty structures or fees, but which shall not change the Territory; and

(ii) pay us a Five Hundred Dollars ($500.00) Renewal Fee; and

(iii) except to the extent prohibited by applicable state law, execute and deliver to us a general release (under seal if necessary) and waiver, in a form satisfactory to us, of any and all claims of any nature whatsoever you might have against us, our subsidiaries or affiliates (if applicable) and our officers, members, managers, directors, attorneys, shareholders, agents and employees, successors, assigns and personal representatives, in their corporate and individual capacities, and all Indemnitees (as hereinafter defined in Section 28(a)).

(e) If you continue to operate after the end of the Term or any Renewal Term without exercising an option to renew, you shall be deemed to be operating on a month to month basis under the terms and conditions of our then-current form of renewal franchise agreement. In such circumstances, and notwithstanding the foregoing, we may on 10 days written notice, terminate your franchise agreement.

4. Territory.

(a) We shall not, during the term of this Agreement, so long as you are not in default hereunder or under any other agreement ancillary hereto, operate ourselves or grant to any others a FlyFoe franchise within the Territory nor shall we modify the Territory without your prior written permission unless you are in default of the terms of this Agreement or as expressly allowed by this Agreement.

(b) You may not relocate the Franchised Business outside the Territory. For so long as you have our permission, which may be withdrawn at any time, you may perform services for customers geographically located outside the Territory so long as the customer is not geographically located within the territory assigned to another franchisee or an affiliate of ours and you pay the premium royalty required for such customers. If you are servicing a customer in an unassigned territory and we grant a FlyFoe franchise to another for that territory, then you must cease servicing such customer and immediately provide all information to that franchise owner or affiliate so he/it can properly and timely service such customer. You shall receive no compensation for such cessation of service or information delivery. You may not advertise or solicit sales or accept orders within another FlyFoe franchised business territory. If you fail to observe these terms and conditions, we shall have the immediate right to further develop the FlyFoe System within the Territory by any means as we, in our sole discretion, may deem appropriate including, but not limited to, the granting of FlyFoe franchises to other persons for such Territory without any liability on the part of any such new franchisee or us to you.

(c) We retain the right to approach and solicit customers within your territory, regardless of whether you currently provide services to them, to develop them as a National Account. A National Account is a customer or group of customers or a potential customer that operates under common ownership or control, or under the same trademarks or service marks through independent franchisees,

independent dealerships, or some other association as we may designate, and which operates in two or more locations that are not exclusively within the territory of one FlyFoe franchisee. We retain the exclusive right to negotiate National Accounts and set the contract terms, conditions and prices. If you have a pre-existing relationship with a National Account location in your Territory and it is willing to allow it, you may continue to provide services to that location under the terms of its existing arrangement with you. Unless we independently determine that you are unable to provide the services needed to maintain a specific National Account location in your Territory, we will notify you in writing of the opportunity to service that National Account location under the terms, conditions and prices that we and the national account have contracted to. Within 10 days of this notice, you must notify us in writing whether or not you accept the duties, obligations and rights under the National Account contract and will render such services to the National Account location at the prices set forth in the contract (such prices possibly being less than the prices normally charged by you to your customers). Your failure to timely respond to any such notice shall signify your election not to service the National Account location in your Territory. We may, directly or through our designee, service any National Account location in your Territory that you decline to service or that we independently determine you cannot adequately service.

(d) We and you agree to concentrate your promotional efforts on the development of the Franchised Business in the Territory. We have prescribed certain conditions, terms and limitations under which you may solicit, advertise, offer and perform services outside the Territory, which are set forth above in Subsection 4(b) and in the Manuals. You agree to follow our Territorial Policy as it may be periodically modified by us. You agree that we may enforce the Territorial Policy when and as we deem appropriate in our sole discretion. You acknowledge that we may, in our sole discretion, impose sanctions for violations of Territorial Policy, including, without limitation, liquidated damages, which amounts may vary depending upon our determination of the severity of the violation. You may not hold us liable for violations of the Territorial Policy by any other FlyFoe franchisee under any circumstances.

5. Training and Operating Assistance.

(a) Prior to your commencement of the Franchised Business, you, or if you are a business entity, one of your owners ("Operating Principal") must successfully complete a training program conducted by us consisting of instruction in the methods, procedures, standards and techniques of the FlyFoe System and in the marketing, management and bookkeeping systems utilized by the FlyFoe System (the "Initial Training Program"). The Initial Training Program will consist of both Pre-Opening SmoothStart Training, which is conducted via telephone and our private FlyFoe Intranet, and additionally no less than five (5) days of In-House Corporate Training held at our FlyFoe headquarters currently in Boston, Massachusetts, or another location designated by Franchisor, and shall be offered as determined by us. You or your Operating Principal are required to complete the Initial Training Program to our reasonable satisfaction and failure to do so is a material breach of this Agreement. Upon you or your Operating Principal's successful completion of the Initial Training Program, we will issue you a certificate indicating the date of the successful completion of the Initial Training Program.

(b) There is no separate or additional charge for the Initial Training Program or for you or your Operating Principal and for one additional attendee who will be involved in the day-to-day operation of the Franchised Business. However, you will be responsible for all expenses related to travel and living costs while attending the Initial Training Program.

(c) After your or your Operating Principal's successful completion of the Initial Training Program, you shall have the right to designate additional persons to attend other sessions of the Initial

Training Program held in conjunction with our Initial Training Program schedule for other FlyFoe System franchise owners. You shall pay us our then current fee for such training prior to the beginning of any such Subsequent Initial Training Program for your designee which will be offered on an "as available/space available" basis. You will be fully and solely responsible for payment of all costs and expenses incurred by your designee during attendance of said Subsequent Initial Training Program including, without limitation, transportation, lodging and meals. All executive, administrative and marketing personnel employed by you in the Franchised Business must successfully complete the Initial Training Program within ninety (90) days following the date on which they commence work. We may, in our sole discretion, approve you to provide the Initial Training to your designees.

(d) We may, at our option, from time to time but not more than once every one (1) year conduct a National Convention ("Convention"). The duration, curriculum and location of Convention will be determined by us in our sole and exclusive discretion. You are required to attend the Convention, and to pay all of your expenses incurred in connection with attending the Convention including transportation cost, meals, lodging and living expenses. You agree to pay us a monthly National Convention Fee in the amount of One Hundred Dollars ($100.00) which is paid via EFT as part of your standard monthly billing. We may, in our sole discretion, credit to you a portion of the National Convention Fee which we collect from you, if you attend the National Convention and stay at our recommended Convention hotel. The National Convention Fee is not refundable and will be collected even if you do not attend the Convention. We will try to make available all of the substantive materials that are presented at the Convention through our Intranet.

(e) We, in order to maintain standards of quality and service at all Franchised Businesses, thereby maintaining a high public image and reputation of the FlyFoe System and the demand for the services provided thereunder, may in our sole and exclusive discretion, provide you with such of the following as we shall deem appropriate:

(i) information concerning new products, services and methods which we may have discovered or have developed for the FlyFoe System;

(ii) information regarding the purchase and use of supplies, uniforms and products;

(iii) information regarding formulation and implementation of advertising and promotional programs using such merchandising, marketing and advertising research data and advice as may, from time to time, be developed by us for use in Franchisee's local market; and

(iv) information regarding the establishment and implementation of administrative, bookkeeping, accounting and general operating procedures for more efficient operation of a Franchised Business.

(f) We currently offer a Super Support Program, which is a hands-on training program that can be received anytime during the operation of your Franchised Business for a minimum of two (2) consecutive business days. If you request the Super Support Program, you agree to pay us Five Hundred Dollars ($500.00) per two (2) days of Support; in addition, you must pay our travel and associated expenses if your FlyFoe Franchised Business is more than one hundred and twenty (120) miles from our headquarters. We are under no obligation to provide the Super Support Program but it is our current policy to do so.

(g) We are continually developing new and better methods of managing, marketing and training. You may be required to attend on-going training or conferences. We may charge a registration fee to subsidize the costs but in no event will the registration fee exceed the actual costs associated with these events. We may charge you an additional fee to provide on-going training if you do not attend any required training event due to the additional cost associated with providing additional training. You must pay all of your related costs and expenses.

(h) You will receive and must use exclusively certain proprietary computer software that is provided by us for your use in connection with the operation of the Franchised Business (the "FlyFoe Software"). You are granted the right and license to use the FlyFoe Software during the term of this Agreement only in connection with your operation of the Franchised Business, on the terms and subject to the conditions set forth in the End User License Agreement, a representative sample of which is attached as Addendum C hereto. In no event shall we be held liable for a data breach, indirect, special, punitive, economic, incidental or consequential damages arising under use of the FlyFoe Software, including but not limited to loss of profits or revenue, loss of use of equipment, loss of data or other pecuniary loss, business interruption, costs of substitute equipment, or other costs. We reserve the right to periodically modify the terms and conditions to the End User License Agreement and the source of the computer software. Upon expiration or termination of this Agreement for any reason, you shall promptly cease using the FlyFoe Software, retaining no copies thereof, on your computer storage or otherwise. We do not require you to purchase a new computer, however you are required to own a computer (PC or MAC based) which is capable of accessing the FlyFoe Software to run the Franchised Business. We reserve the right to require you, at your expense and in the timeframe determined by us, to update or upgrade your computer hardware and/or software to conform to new standards or specifications and we have no limitations on our ability to do so.

(i) After we have completed our pre-opening obligations to you under this Agreement, we may ask that you sign and deliver to us a confirmation (the "Confirmation of Performance"), in a form we reasonably request, verifying that we have performed those obligations. If we ask you to provide us with such a certificate, then you agree to sign and deliver the Confirmation of Performance to us within three (3) business days after our request. In any event, if you do not reasonably believe that we have performed all of our pre-opening obligations, you must, before the date when your Franchised Business starts its operations, give us written notice specifically describing the obligations that we have not performed. Not later than three (3) business days after we complete all the obligations that you specified in that notice, you must sign and deliver the Confirmation of Performance to us. The term "pre-opening obligations" means the obligations we have to you under this Agreement that must be performed before the date when your Franchised Business starts its operations.

6. Image and Operating Standards.

You shall operate the Franchised Business in accordance with high standards of quality, appearance and operation. For the purpose of enhancing the public image and reputation of the FlyFoe System and for the purpose of increasing the demand for services and products provided by FlyFoe System franchise owners and us, you hereby agree as follows:

(a) In order to protect the reputation and goodwill of the FlyFoe System and to promote standards of operation under the Licensed Marks, you shall conduct the Franchised Business in accordance with this Agreement and in accordance with the various written, electronically, digitally or

otherwise transmitted instructions and confidential information contained in Franchisor's General Operations Manual, Marketing Manual, Employee Training Manual, Videos (the General Operations Manual, Marketing Manual and Employee Manual are hereinafter collectively referred to as the " Manuals" and the Videos as the "Videos") and proprietary Business Forms (the "Business Forms"), including amendments thereto, as we may publish from time to time, all of which you acknowledge belong solely to us and shall be on loan from us during the term of this Agreement. When any provision in this Agreement requires that you comply with any of our standards, specifications or requirements, unless otherwise indicated, such standard, specification or requirement shall be such as is set forth in this Agreement or as may, from time to time, be set forth by us in the Manuals and Videos. You understand and agree that we reserve the right to add additional services which you must offer and further reserve the right to withdraw any services authorized by us. You acknowledge and agree that our Manuals, Videos, Business Forms and other system communications will be in the English language only and may only be available on the Internet, Intranet or other online transmission.

(b) You shall at all times use your best efforts to keep this Agreement and its addenda, any and all other agreements between you and us, agreements between you and your vendors and customers, as well as the Manuals, Videos and any other manuals, materials, goods and information created or used by us and designated for confidential use as part of the FlyFoe System, as confidential and limit access to your employees on a need-to-know basis. You acknowledge that the unauthorized use or disclosure of our confidential information or trade secrets will cause irreparable injury to us and that money damages are not an adequate remedy. Accordingly, you covenant that you shall not at any time, without our prior written consent, disclose, use, permit the use thereof (except as may be required by applicable law or authorized by this Agreement), copy, duplicate, record, transfer, transmit or otherwise reproduce such confidential information, in any form or by any means, in whole or in part, or otherwise make the same available to any unauthorized person or entity. Any and all information, knowledge and know-how about the FlyFoe System and our services, standards, procedures, techniques and other information or material as we may designate as confidential shall be deemed confidential for the purposes of this Agreement.

(c) You understand and acknowledge that we may, from time to time, revise the contents of the Manuals and Videos to provide new or different requirements for the operation of the Franchised Business, and you expressly agree to comply with all such changed requirements which are by their terms mandatory; provided, however, that such requirements shall also be applied in a reasonably non-discriminatory manner to franchised businesses operated by other FlyFoe System franchise owners. The implementation of such requirements may require the expenditure of reasonable sums of money by you.

(d) You shall at all times ensure that your copies of the Manuals and Videos are kept current and up to date and, in the event of any disputes as to the contents thereof, the terms and dates of the master copy thereof maintained by us at our principal place of business shall be controlling.

(e) Any required standards exist to protect our interests in the FlyFoe System and Licensed Marks not for the purpose of establishing any control or duty to take control over those matters that are reserved to you. The required standards generally will be set forth in the Manuals or other written materials. The Manuals also will include guidelines or recommendations in addition to required standards. In some instances, the required standards will include recommendations or guidelines to meet the required standards. You may follow the recommendations or guidelines or some other suitable alternative, provided you meet and comply with the required standards. In other instances, no suitable alternative may exist. In order to protect our interests in the FlyFoe System and Licensed Marks, we

reserve the right to determine if you are meeting a required standard and whether an alternative is suitable to any recommendations or guidelines.

7. Additional Obligations of Franchisee.

(a) Before commencing operation of the Franchised Business, you shall, at your sole expense, furnish to us for approval, certifications from all governmental authorities having jurisdiction over the Franchised Business that all necessary permits and licenses have been obtained and that all requirements for operation of the Franchised Business have been met. You must apply for all required pesticide licenses and permits within thirty (30) business days after signing this Agreement. If you do not receive all required pesticide licenses and permits within six (6) months of executing this Agreement or arrange to work under an employee's or minority owner's pesticide license in accordance with all local, state and federal regulations, we may terminate this Agreement. If you have arranged to work under an employee's or minority owner's pesticide license, you or your Operating Principal must obtain the required pesticide licenses and permits within two (2) years of executing this Agreement or we may terminate this Agreement.

(b) The Franchised Business shall at all times be under the direct supervision of you, the Operating Principal or a manager (when allowed under subsection (u) below), who must be approved by us and have successfully completed our Initial Training Program ("Manager") and that person must devote full time energy and best efforts to the operation of the Franchised Business.

(c) You shall at all times adhere to the highest standards of integrity and ethical conduct in the operation of the Franchised Business and otherwise.

(d) You shall be responsible for the payment of all expenses of the Franchised Business, including without limitation the purchase of necessary supplies, equipment, and compensation of employees and contract personnel, and shall supply or arrange for all required funds to pay such expenses and provide an adequate working capital reserve. You acknowledge that you are solely responsible for all operating, selling, general and administrative expenses of the Franchised Business, and that any failure by you to make prompt payment to your suppliers, vendors, contractors or employees may cause irreparable harm to the reputation and credit of FlyFoe and other franchisees.

(e) Should you operate your Franchised Business in a location other than your home, the location for the site of Franchised Business is subject to our consent. We will provide you with our site selection guidelines, which may change from time to time. You agree to operate the Franchised Business only from the approved location within your Territory. You shall notify us of the address of your location and any change thereto. You shall maintain your location in an attractive and orderly condition and follow the guidelines in FlyFoe's Manuals. If you fail to open your Franchised Business within nine (9) months from the date of execution of this Agreement, we have the right to terminate the Franchise Agreement.

(f) You shall exercise your best efforts at all times to develop and expand the Franchised Business by all appropriate means including without limitation local advertising and promotion, personal contacts, and reputational development. You agree to participate in and comply with all of our policies regarding the use and acceptance of customer referral, loyalty and/or rewards programs (as same are amended from time to time). You shall promote the FlyFoe Franchised Business using the advertising, operational and promotional materials either developed from time to time by us and made available to you

or approved in writing by us prior to use.

(g) You shall complete and submit to us, on a timely basis and in no event after the due date, the then current forms and reports listed in the Manuals (as same are amended from time to time).

(h) You shall use and display the Licensed Marks only in such manner as contemplated or provided for within this Agreement and the Manuals (as same are amended from time to time).

(i) You shall comply at all times with all federal, state and municipal laws, regulations, privacy laws, data protection or security laws, by-laws, orders, rulings and permits and pay any and all taxes, assessments, fees, fines and penalties arising out of the operation of the Franchised Business.

(j) You shall promptly respond to any and all customer inquiries or complaints and achieve customer satisfaction for reasonable complaints through refund of fees or re-applying of mosquito and tick control products to customer's satisfaction as may be appropriate as well as taking such other steps as may be required by us to insure positive customer relations and maintain the goodwill of the FlyFoe System. If we feel that you did not fairly handle a customer complaint, we may intervene and satisfy the customer.

(k) You shall comply with all FlyFoe System rules, regulations, policies and standards which are by their terms mandatory including, without limitation, those contained in the Manuals and Videos. You shall operate and maintain the Franchised Business solely in the manner and pursuant to the standards prescribed herein, in the Manuals, Videos or in other written materials provided by us to you which shall include all modifications and/or additions made by us from time to time. You understand and agree that you may not use the FlyFoe System or FlyFoe network of franchisees for any purpose which is not specifically authorized by us.

(l) You shall conduct the Franchised Business in accordance with our professional and ethical image which you acknowledge is an integral part of the FlyFoe System. You shall use your best efforts to assure that your employees conduct themselves during business hours in a manner which is consistent with our professional and ethical image including wearing the uniforms designated in the Manuals or otherwise. You agree that you will not operate any other business or undertaking from the Franchised Business.

(m) You agree to operate the Franchised Business in conformity with such uniform methods, standards and specifications as we may from time to time prescribe in our Manuals, Videos or otherwise and to refrain from deviating therefrom and from otherwise operating in any manner which adversely reflects on our name and goodwill, or on the Licensed Marks.

(n) You shall purchase or lease prior to commencement of the Franchised Business one (1) vehicle specifically approved either in the Manuals or in writing as to model and body style by us, painted to the FlyFoe System body color and suitably identified with the "FlyFoe" decals and graphics which conform to FlyFoe specifications. You shall continue to have at least one (1) approved vehicle at all times. You shall maintain all vehicles used in the Franchised Business in good appearance and operating condition.

(o) All of your supplies for the Franchised Business must meet any quality standards set forth in our Manuals (as same may be amended from time to time) or otherwise in writing, subject to

compliance with applicable laws and regulations.

(p) You shall sell and offer for sale all such products and services as we may, from time to time require, and only those which we may, from time to time approve, which are not subsequently disapproved, as meeting our quality standards and specifications. You shall not offer or sell any products or services other than on-site residential and commercial mosquito and tick control services and products and services incidental thereto.

(q) Unless otherwise specifically approved by us, the Franchised Business shall be open for the conduct of business at such times and for the minimum number of hours specified by us in the Manuals (as same may be amended from time to time).

(r) You shall at all times actively promote the sale of FlyFoe System services and will use your best efforts to cultivate, develop and expand the market therefore all in accordance with the standards specified in the Manuals, Videos and other confidential and proprietary information of the FlyFoe System.

(s) You shall use only Business Forms, business stationery, business cards, marketing materials, advertising materials, permanent materials, signage, forms or anything visible to the public, which have been approved in advance by us. You shall not employ any person to act as a representative of you in connection with promotion of the Franchised Business in any public media without our prior written approval. Any and all supplies and materials purchased, leased or licensed by you shall always meet any standards specified by us in the Manuals (as amended from time to time).

(t) You shall promote only the main corporate website (currently www.FlyFoe.com) unless specific written permission is given by us. We alone may establish, maintain, modify or discontinue all internet, worldwide web and electronic commerce activities pertaining to the FlyFoe System. You shall not produce any website, web pages, web videos and anything on the web or accessed via the Internet, cable, wired or unwired transmission for use with the Franchised Business or that references the Franchised Business or any of its products and services unless specific written permission is given by us. We restrict, designate and have the right to approve or control all of your electronic and social media, including Internet. If we establish a "click through" subpage at a website for the promotion of your Franchised Business, you must routinely provide updated copy, photos and news stories about the Franchised Business suitable for posting which will be regulated by the Manuals. We will be the sole owner of the copyrights to all material which appears on any website we establish including any materials furnished by you.

(u) You or your Operating Principal must perform the tasks of management full time within your operational business until such time as your gross revenues exceed a minimum as specified in our Manuals. Once the minimum is exceeded, you may be managed by a Manager that we approve, but, only for so long as, in our sole opinion, you have adequate management in place to operate the Franchised Business, which meet our management guideline.

(v) You have sole responsibility for complying with all employment laws and for all employment decisions and functions related to the Franchised Business, including hiring, firing, compensation, benefits, work hours, work rules, recordkeeping, supervision and discipline of employees. You must enforce all dress and appearance standards for employees that we may establish. You must verify that your employees meet all state and local requirements for certification and meet all

prerequisites for employment in the United States. All of the personnel performing the managerial, supervisory, administrative and mosquito and tick control services for the Franchised Business must be your employees and not independent contractors. No employee of yours will be deemed to be an employee of ours for any purpose whatsoever, and nothing in any aspect of the FlyFoe System or the Licensed Marks in any way shifts any employee or employment related responsibility from you to us. You alone are responsible for hiring, firing, training, controlling, setting hours for and supervising all employees.

(w) You grant us the right to freely use, without your consent, any pictures, video and voice recording or biographical material relating to you or your Franchised Business for use in promotional literature or in any other way beneficial to the FlyFoe System as a whole. You will cooperate in securing photographs, video and voice recordings including obtaining consents from any persons appearing in photographs, video and voice recordings. If we publish anything you reasonably feel reflects unfairly or inaccurately on you or your Franchised Business, we will take all reasonable steps in our power to retract the material.

(x) You promise and agree that you will not, in any manner, interfere with, disparage, disturb, disrupt, or jeopardize the FlyFoe System, our Business, our employees or any business of our other franchisees. You further agree to not, directly or indirectly, in your own capacity or through or for another person, corporation or other entity, make any statements or comments of a defamatory or disparaging nature to us, or to any third party regarding (i) us or any of our affiliates; (ii) any shareholder, director, member, officer, employee, agent or representative of ours or any of our affiliates, or (iii) our products or services or those of any of our affiliates.

(y) You will notify us in writing within twenty-four (24) hours of receipt of notice of the commencement of, or the threat of, any action, suit or proceeding against you, and of the issuance of or the threat of any inquiry, subpoena, order, writ, injunction, award or decree of any court, agency or other governmental instrumentality which arises out of, concerns, or may affect the operation or financial condition of the Franchised Business, us, or the goodwill associated with the Licensed Rights including, without limitation, any criminal action or proceedings brought by you against your employees, customers, or other persons. You agree that you will not commence any action, suit or proceeding that affects us, or the goodwill associated with the Licensed Rights, without our prior written approval.

(z) Each and every person with an ownership interest in you shall sign the Guaranty Agreement attached to this Agreement as Addendum E and you shall provide the original signed Guaranty Agreement to us.

8. Fees.

(a) In consideration of the execution of this Agreement, you agree to pay us a non-recurring "Initial Franchise Fee" in the amount of _____ upon execution of this Agreement, as follows:

Insert your signature and date next to the provision that applies and strike the provisions that do not apply:

For our Select Market the Initial Franchise Fee is Seventeen Thousand Dollars ($17,000.00) plus eighty-five cents ($0.85) per each qualified household purchased over twenty thousand (20,000) Targeted Households. _____; or

Signature/date

For our Enterprise Market the Initial Franchise Fee is Thirty-Four Thousand Dollars ($34,000.00) plus eighty-five cents ($0.85) per each qualified household purchased over forty thousand (40,000) Targeted Households. _____; or

Signature/date

For our Multi-Unit Enterprise Market the Initial Franchise Fee is Sixty-Eight Thousand Dollars ($68,000.00) plus eighty-five cents ($0.85) per each qualified household purchased over eighty thousand (80,000) Targeted Households. _____.

Signature/date

This Agreement shall be terminated if, for any reason, you have not successfully completed the Initial Training Program to our reasonable satisfaction pursuant to Section 16(c) hereof within nine (9) months after payment of the Initial Franchise Fee. The Initial Franchise Fee shall be fully earned and completely non-refundable by us at the time this Agreement is signed and we will not reimburse you for your costs and expenses you may have incurred to attend the Initial Training Program

(b) You agree to pay a continuing Software License Fee on the FlyFoe Software licensed under Section 5(h). The License Fee for use of this Software is based on the number of vehicles used to perform services. The License Fee will be charged monthly and set quarterly by us. In no case shall the Software License Fee be greater than the total cost of producing and maintaining the application divided among current franchise user licenses in a way we deem appropriate. The Software License Fee shall commence on the earlier of two (2) months from your successful completion of the Initial Training Program or six (6) months from the signing of the Franchise Agreement. FlyFoe Software must be used as the primary office management tool.

(c) In consideration of our grant to you of a license to use the Licensed Marks and the FlyFoe System, you must pay us a continuing royalty (the "Continuing Royalty") which shall be a percentage of your Gross Consumer Sales or the minimum royalty (the "Minimum Royalty"), as specified below, whichever is greater. The Continuing Royalty with respect to your Gross Consumer Sales during each calendar month or the Minimum Royalty with respect to such month shall be paid to us and shall be deducted directly from your primary business checking account on the last business day of the following month along with all other fees then due and payable under this Agreement. "Gross Consumer Sales" shall mean and include all revenues and income from whatever source derived and/or received by you from, through, by or on account of the operation of the Franchised Business and any other similar business in which you are involved, whether received in cash, in services, in kind, from barter and/or exchange, on credit (whether or not payment is received therefore) or otherwise unless we have given specific written permission to waive certain revenue. You may not deduct customer discounts, allowances, rebates or referral fees from Gross Consumer Sales without our prior written permission. There will be deducted from Gross Consumer Sales for purposes of such computation (but only to the extent they have been included) the amount of all sales tax receipts or similar tax receipts which, by law, are chargeable to customers, if such taxes are separately stated when the customer is charged and if such taxes are paid to the appropriate taxing authority. There will be further deducted from Gross Consumer Sales the amount of any documented refunds, charge backs, credits and allowances given in good faith to customers by you, but only to the extent that such refunds, charge backs, credit and allowances are given on account of payments that were previously included in Gross Consumer Sales. All barter and/or exchange transactions pursuant to which you furnish services and/or products in exchange for goods or

services to be provided to you by a vendor, supplier or customer will, for the purpose of determining Gross Consumer Sales, be valued at the full retail value of the goods and/or services so provided to you. You shall submit to us on or before the then current required due date in a form satisfactory to us a signed, correct statement of Gross Consumer Sales made during the preceding calendar month, or period required, and the operating data file of the Franchised Business operated by you. The "percentage" of the Gross Consumer Sales to be paid as a monthly Continuing Royalty shall be calculated by totalling items (i), (ii), (iii) and (iv) together.

(i) For the first Fifty Thousand Dollars ($50,000.00) of Gross Consumer Sales during each month, the percentage shall be nine percent (9%).

(ii) For Gross Consumer Sales in excess of Fifty Thousand Dollars ($50,000.00) up to and including One Hundred Thousand Dollars ($100,000.00) of Gross Consumer Sales during each month, the percentage shall be eight percent (8%).

(iii) For Gross Consumer Sales in excess of One Hundred Thousand Dollars ($100,000.00) up to and including Two Hundred Thousand Dollars ($200,000.00) of Gross Consumer Sales during each month, the percentage shall be seven percent (7%).

(iv) For Gross Consumer Sales in excess of Two Hundred Thousand Dollars ($200,000.00) during each month, the percentage shall be six percent (6%).

During the first thirty-six (36) months after successful completion of the initial training you must pay the above-prescribed Continuing Royalty based upon Gross Consumer Sales. Thereafter, if the Minimum Royalty as described below is greater than the Continuing Royalty paid for any month, you shall pay the Minimum Royalty for that month. For month thirty-seven (37) through the tenth (10th) year and any extension term, the Minimum Royalty per month is three cents ($.03) times the Targeted Household Number found in Exhibit B.

(d) In consideration of our allowing you to service customers geographically located outside of the Territory as described in Section 4(b), for each such customer, in addition to the Continuing Royalty, each month you must pay us a premium royalty ("Premium Royalty") which shall be an additional two and a half percent (2.5%) of your monthly Gross Consumer Sales for that customer.

(e) If you fail to submit to us a Monthly Gross Consumer Sales Statement on or before the then current required due date for any month, then we shall estimate your Gross Consumer Sales based upon your recent history of Gross Consumer Sales and any additional relevant information available to us and shall deduct the Continuing Royalty based on that estimate directly from your primary business checking account on the due date. Once you submit a signed correct Monthly Gross Consumer Sales Statement for that month, we shall either take an additional payment or credit you as appropriate.

(f) In addition to amounts payable above, you shall pay us for deposit into a Marketing Fund ("Marketing Fund") a Marketing Fee equal to one and one-half percent (1.5%) of your Gross Consumer Sales or thirty percent (30%) of the Minimum Royalty payable for the applicable month, whichever is greater. The Marketing Fee with respect to each month is payable on the last day of the following month. The Marketing Fee is uniform as to all persons currently acquiring a franchise and such Fee is non-refundable. The Marketing Fund shall be used for national, regional and local advertising at our

discretion. We are not obligated to make or ensure proportionate expenditures of your contribution per market area. Any taxes that may become due based upon the activities of the Marketing Fund shall be paid for out of funds in the Marketing Fund.

(g) We shall use the Marketing Fund to defray our costs for the research, development, preparation, administration and implementation of FlyFoe System's advertising and promotional programs. Copies of all advertising material so developed by us, where such development is paid for by use of Marketing Fund monies, may be made available to you for the cost of reproduction and shipping.

(h) We reserve the right to establish a Marketing Fund Committee consisting of all FlyFoe System franchise owners, nationally or regionally. The Marketing Fund Committee will have the authority to increase the Marketing Fee percentage to any level it deems appropriate up to, but not in excess of, two percent (2%) of Gross Consumer Sales or thirty percent (30%) of the Minimum Royalty payable for the applicable month, whichever is greater. A favourable vote of fifty percent (50%) or more of the members of the Marketing Fund Committee will be required for any increase in the Marketing Fee percentage. The Marketing Fund Committee will vote in accordance with all of our then current rules and standards. We shall give written notice to you if and when we begin collecting the increased Marketing Fee.

(i) You agree to participate in our electronic funds transfer program which authorizes us to utilize a pre-authorized bank draft system. You must sign and deliver to us an irrevocable authorization in the form attached hereto as Addendum G to enable our financial institution to debit your primary bank account at your bank in order to pay us the Continuing Royalty and other amounts which you may owe us under this Agreement or any other agreement between you and us. All costs and expenses, including any resulting from the dishonor by your bank of any electronic funds transfer, shall be your sole responsibility. This authorization is irrevocable and shall remain in effect until the termination or expiration of this Agreement**.**

(j) In the event any payment (including a late fee), request for information, forms, data or any item related to the operation of the Franchised Business is not received by the established due date, you agree to pay us a late fee of One Hundred Dollars ($100.00) per violation which is intended to reimburse us for our expenses and to compensate us for our inconvenience and does not constitute interest. Any acceptance of an amount which is less than the full amount due shall not be considered a waiver of our right to (or your obligation for) the full amount then due, or which may become due in the future.

(k) You must pay us a monthly fee for utilizing our National Sales Center. The National Sales Center provides telephone answering services to current and prospective customers (inquiries) and processes orders on your behalf. The monthly fee for utilizing the National Sales Center is One Dollar and Twenty-Five Cents ($1.25) per minute for all calls handled on behalf of your local FlyFoe. You may request in writing to withdraw from the National Sales Center program and process your own sales inquiries either on a full or part time basis. If you meet our then current guidelines, as defined in the Manuals, you may be allowed to opt out of using the National Sales Center but only for so long as you continue to meet our then current guidelines. We reserve the right to increase these fees based on market rates for similar products and services or cost increases incurred for providing the service.

(l) You must utilize our Advanced Marketing Services (A.M.S.) program to build and manage your Facebook Page and local website Page ("Pages") and develop and manage a program for internet Search Engine Optimization and lead generation. When you open your Franchised Business, you

must pay us Seven Hundred Forty-Five Dollars ($745.00) to build your Pages. Once we have completed the build of your Pages, you must pay us a monthly fee of Three Hundred Ninety-Five Dollars ($395.00) and twenty percent (20%) of your pay per click advertising. All fees paid to A.M.S. are credited towards your annual minimum marketing spend requirement as provided in Section 9 below. We reserve the right to increase this fee based on market rates for similar services or cost increases incurred for providing the service.

9. Advertising and Promotion by Franchisee.

(a) You agree, at your sole expense, to conduct advertising and promotional programs at the local level. All such local advertising shall comply with our guidelines for advertising as specified in the Manuals. You must submit to us, in a format that we prescribe and at a time and schedule that we prescribe in the Manuals, reports showing your expenditure for all marketing and advertising. You will provide to us for our approval any and all advertising and promotional material prepared by you, and shall not publish, display or otherwise use any such materials without our prior written approval. You may not use any advertising or marketing plans or materials until you have received our written approval. You must submit samples of all marketing and promotional plans and materials to us as we prescribe in the Manuals. We may engage in the business of offering and selling (or having our affiliates, subsidiaries or designees, if any, offer and sell) advertising and promotional material and forms to you at such prices as we, in our sole and exclusive discretion, determine and set forth at the time of offer or sale or otherwise generally set forth in our Manuals, as the same may be amended from time to time. All prices will be subject to change at any time. You have no obligation to purchase any such advertising and promotional materials or forms from us or our affiliates, subsidiaries or designees.

(b) You agree to spend a minimum of Thirty-Five Thousand Dollars ($35,000.00) on local, approved advertising and promotional programs during your first ninety (90) days of operation or such other time as we require in writing unless, in our sole discretion, we approve a lesser amount in writing. With our permission, this expenditure may be postponed to the following season if you open your Franchised Business after August 1.

(c) In each subsequent calendar year after the first calendar year that your Franchised Business is operational, you agree to spend a minimum of Thirty-Five Thousand Dollars ($35,000.00) or Five percent (5%) of your Gross sales, whichever is greater, on approved local marketing, advertising and promotion. We may, in our sole discretion, approve a lessor amount in writing. If we determine that you have not spent the requisite amounts as stated above, we may require you to pay such unexpended amounts into the Marketing Fund.

(d) You agree to purchase a trade show display and promotional materials within ninety (90) days of signing the Franchise Agreement.

(e) We reserve the right to designate any geographical area for purposes of establishing a regional advertising and promotional cooperative ("Cooperative") in the future, and to determine whether such a Cooperative applies to your Franchised Business. If we have established a Cooperative applicable to your Franchised Business at the time you commence operation, you must immediately become a member of the Cooperative. If we establish a Cooperative applicable to your Franchised Business at any later time during the term of this Agreement, you must become a member of such Cooperative within thirty (30) days of the date on which the Cooperative commences operation. If your Franchised Business is within the geographical area of more than one Cooperative, then you are only required to be a member

of one Cooperative.

Each Cooperative will be organized and governed in a form and manner defined by us, will commence operation on a date, and will operate according to written governing documents, all of which we must approve in advance in writing. Each Cooperative will be organized for the exclusive purpose of administering regional advertising programs and developing, subject to our approval, standardized advertising materials for use by the members in local their respective advertising. No promotional or advertising plans or materials may be used by a Cooperative or furnished to its members without our prior approval. Each Cooperative will have the right to require its members to make contributions to the Cooperative in the amounts as are determined by the Cooperative. You will not be required to contribute more than Twenty Thousand Dollars ($20,000.00) per calendar year to the Cooperative, unless two-thirds or greater of the members of the Cooperative vote in favor of a greater contribution. Your contributions to a Cooperative will be credited towards the local advertising expenditure required to be made under this Agreement. We reserve the right to require Cooperatives to be changed, dissolved, or merged.

(f) We have the right, in our sole discretion, to require you to become a member of and participate actively in a franchise advisory council ("Advisory Council"). You must participate actively in the Advisory Council as we designate and participate in all Advisory Council meetings approved by us. We have the right to amend the governing documents for the Advisory Council in our sole discretion at any time. We will determine the topic areas to be considered by the Advisory Council. The purposes of the Advisory Council will include exchanging ideas and problem-solving methods, advising us on expenditures for system-wide advertising, and coordinating franchisee efforts. Amounts and expenditures may vary from time to time due to variations in Advisory Council participation and costs, as determined by the Advisory Council, and as approved by us. We will have the right to change or dissolve the Advisory Council at any time in our sole discretion.

10. Pricing

To enhance the Licensed Marks, the FlyFoe System's competitive position and consumer acceptance of the Franchised Business, we may exercise rights with respect to the pricing of products and services for promotions, discounts and/or national programs to the fullest extent permitted by then-applicable law.

11. Inspections, Audit Reports and Records.

(a) You shall maintain original, full and complete records, accounts, books, data, tax records and returns, and contracts which shall accurately reflect all particulars relating to the Franchised Business, and such statistical and other information or records that we may require during the term of this Agreement and for a period of five (5) years thereafter. In addition, upon our request, you shall compile and present to us such data, computer files, statistical or financial information regarding the operation of the Franchised Business as we may reasonably request for purposes of evaluating or promoting the Franchised Business or the FlyFoe System in general. We and our designated agents shall have the right to examine and audit such records, accounts, books, data, tax records, returns, and contracts at all reasonable times to ensure that you are complying with the terms of this Agreement. Any evaluation or inspection we conduct is not intended to exercise, and does not constitute, control over your day-to-day operation of the Franchised Business or to assume any responsibility for your obligations under this Agreement.

(b) You shall deliver to us for receipt no later than the due date, in a format prescribed by us, reports for the preceding month (itemized by revenue producing activity as specified from time to time by Franchisor), the Gross Consumer Sales for the prior month and such other information as we may require, all certified as true and correct by you.

(c) Upon our request, you shall furnish us with a copy of each of your reports and returns of sales, use, gross receipt, payroll and withholding taxes and complete copies of any state or federal income tax returns covering the operation of the Franchised Business, all of which you shall certify as true and correct.

(d) You shall prepare and transmit to us on a monthly basis, no later than the fifteenth (15th) day after each calendar month, (i) an unaudited profit and loss statement in a form and format satisfactory to us, in our sole and subjective discretion, covering the Franchised Business for the prior months and (ii) such additional reports as we may require, including, but not limited to, a current list of customers served by the Franchised Business in such detail as specified by us, and all such statements and reports shall be certified by you as true and correct. In addition, within sixty (60) days after request from us, you shall deliver to us a financial statement, certified as correct and current, in a form and format which is satisfactory to us and which fairly represents the total assets and liabilities of the Franchised Business.

(e) You shall transmit to us on a monthly basis, no later than the due date, data required by the Manuals to be delivered to us, certified as correct and current, on media that is satisfactory to us.

(f) In addition to the foregoing statements and reports, within ninety (90) days after the close of your fiscal year, you shall furnish to us financial statements which shall include a statement of income and retained earnings, a statement of changes in financial position and a balance sheet of the Franchised Business all as of the end of such fiscal year, which shall be certified by you as being true and correct.

(g) In the event any inspection or audit by us discloses an understatement by you of your total Gross Consumer Sales for any period or periods, you must pay us, within fifteen (15) days after receipt of the inspection or audit report, the underpayment amount of Continuing or Minimum Royalties and Marketing Fees which were not paid as a result of such understatement, plus interest as provided in Section 13.

(h) Such inspections and audits will be conducted at our expense; provided, however, that if an audit discloses an understatement of two percent (2%) or more of your total Gross Consumer Sales for any month within the period of examination or for the entire period of examination, you shall then reimburse us for the cost of such inspection or audit including, without limitation, the charges of any independent accountant and the travel expenses, room and board, and compensation of our employees.

(i) We may disclose to other franchisees, in a form we deem appropriate, your FlyFoe related financial information. You recognize that you may in turn receive other franchisee's FlyFoe related financial information. You agree to keep this information confidential.

(j) We shall have the right to establish and utilize an on-line computer monitoring system, and to use the on-line system to remotely examine your records pertaining to the operation of the Franchised Business.

(k) You shall transmit to us on a monthly basis, by the due date, data for the preceding month, reporting your expenditures for local advertising, certified as correct and current, on media that is satisfactory to us.

12. Taxes and Advances.

(a) You shall pay all taxes as required by local, state or federal laws regarding the products, services or equipment furnished or used in connection with the operation of the Franchised Business. You shall pay to us (or any subsidiary, affiliate or designee) promptly and when due the amount of all sales taxes, use taxes, personal property taxes and similar taxes imposed upon, required to be collected, or paid by us on the account of services or goods furnished by us to you through sale, lease or otherwise, or on account of collection by us of the Initial Franchise Fee, Continuing or Minimum Royalties or any other payments to us called for by this Agreement.

(b) You must pay us all amounts, if any, advanced by us or which we have paid, or for which we have become obligated on your behalf for any reasons whatsoever, promptly upon our notice to you of such amounts being due and payable.

13. Interest on Late Payments.

If any fee or other payment due under this Agreement is not paid on the date such payment is due, you shall pay interest to us at the rate of the lesser of twelve percent (12%) per annum or the maximum rate permitted by applicable law from the date such amounts were originally due until the date paid.

14. Insurance.

(a) You shall purchase at your sole expense and maintain in full force and effect throughout the term of this Agreement insurance protecting both us and you against loss, liability, fire, personal injury, death, property damages or theft arising from or occurring in connection with the operation and promotion of the Franchised Business.

(b) The minimum policy limits for some of these types of insurances are set forth as follows:

(i) Broad Form Comprehensive General Liability insurance, limit of liability required One Million Dollars ($1,000,000.00) combined single limits (bodily injury and property damage) including the broad form general liability endorsement. Such insurance shall cover damage to the personal property of others while it is in your care, custody, or control and for the loss to personal property of others resulting from workmanship.

(ii) Automobile Liability insurance, limit of liability required One Million Dollars ($1,000,000.00) combined single limits (bodily injury and property damage) including hired and non-owned automobiles.

(iii) Workers' Compensation and Employer's Liability insurance as well as such other insurance as may be required by statute or rule of the state(s) in which the Franchised Business is located and operated.

(iv) Third Party Bonding coverage is required with minimum limits of Twenty-Five Thousand Dollars ($25,000.00) per loss.

We may, from time to time, reasonably determine and modify the minimum insurance limits and require different or additional kinds of insurance to reflect changes in insurance standards, normal business practices, higher court awards and other relevant circumstances. You are permitted to purchase additional insurances or insurances above these minimums without our consent.

(c) All such insurance policies shall be obtained at your sole cost and shall be written by responsible insurers, and except for Workers' Compensation and Employer's Liability Insurance, shall name us and all Indemnitees (as defined in Section 28 hereof) as additional insureds, shall contain no provision which in any way limits or reduces coverage for you in event of a claim by us or any one (1) or more of Indemnitees, shall extend to and provide indemnity for all obligations assumed by you hereunder and all items for which you are required to indemnify us hereunder, shall be primary to and without right of contribution from any other insurance purchased by Indemnitees and shall provide, by endorsement, that we receive at least thirty (30) days prior notice of intent to cancel said policy and that the policy limits, coverage, and other material terms of said policy may not be amended or altered without our written consent. You shall promptly report all claims or potential claims against you, any Indemnitee or us to the insurer and us. At least ten (10) days prior to commencing business and annually thereafter, you shall submit to us a copy or certificate or other acceptable proof of such insurance. If you at any time fail or refuse to maintain in effect any insurance coverage required by us or to furnish satisfactory evidence thereof, we shall be entitled (but, however, shall have no obligation) to obtain such insurance coverage on your behalf, and you shall promptly execute any applications or other forms or instruments required to obtain any such insurance. You shall pay to us, on demand, any costs incurred, and premiums paid by us. You may not reduce the policy limits, restrict coverage, cancel or otherwise alter or amend said policies without our written consent.

(d) The procurement and maintenance of said insurance shall not relieve you of any liability to us under any indemnity requirement of this Agreement. Nothing contained herein shall be construed or considered an undertaking or representation by us that such insurance or bonding as may be required to be obtained by you or by us for you will insure you against any and all insurable risks of loss which may or can arise out of or in connection with the operation of the Franchised Business. You agree to respond to all claims within the time required by law, rule or regulation. You shall cooperate with us (or our designee) in every fashion possible to defend us and you against any and all claims made by employees, customers or third parties. You shall, when necessary, make appearances at administrative or other hearings to present or reinforce such defenses.

(e) Failure by you to purchase or maintain any insurance required by this Agreement or failure to reimburse us for our purchase of such insurance on your behalf shall constitute a material and incurable breach of this Agreement which shall entitle us to terminate this Agreement unilaterally and immediately upon notice to you, and this Agreement shall thereafter be null, void and of no effect (except for those post-termination and post-expiration provisions which by their nature shall survive).

15. Licensed Marks and Proprietary Information.

(a) You acknowledge that we are the sole and exclusive owner of the Licensed Marks, and that your right to use them is derived solely from this Agreement and that such right is limited to the operation and promotion of the Franchised Business in accordance with this Agreement and all mandatory

standards, specifications and operating procedures prescribed from time to time by us in the Manuals (as same may be amended from time to time) or otherwise. All use of the Licensed Marks by you shall inure to our benefit.

(b) You shall use all Licensed Marks in full compliance with this Agreement and all rules prescribed from time to time by us in the Manuals (as same may be amended from time to time). You shall not use the Licensed Marks or any words or symbols confusingly similar thereto as part of any corporate or other legal name or with any prefix, suffix or other modifying words, terms, designs or symbols or in any other manner or form other than as expressly authorized herein. You shall not combine any Licensed Mark with any other mark or name, or show any Licensed Mark in close proximity to any other mark or name so as to give an impression of combination, or otherwise create or use any combined mark of which any Licensed Mark or recognizable part thereof, is an element. You may not use any Licensed Marks in connection with the sale of any unauthorized product or service or in any other manner not explicitly authorized in writing by us. All uses of the Licensed Marks are subject to our approval, and you shall promptly cease any such use upon receipt of notice of objection from us.

(c) Your license to use the Licensed Marks is conditioned on full compliance by you with all quality standards and other requirements with respect to the operation of the Franchised Business set forth in this Agreement and in the Manuals. In the event that we determine that you are not complying with such standards and requirements so as to potentially impair the goodwill represented by the Licensed Marks, and if you do not correct such noncompliance to our satisfaction in our sole discretion within ten (10) days following notice thereof, we may immediately terminate this Agreement and your license to use the Licensed Trademarks, and may assume the operation of the Franchised Business or transfer such operation to another person determined by us to be qualified to conduct the Licensed Business in a compliant manner.

(d) You shall receive no compensation or payment if you lose the right to continue to use the Licensed Marks. You acknowledge that you have no right, title or interest in or to any of the Licensed Marks except as a mere privilege and license, during the term hereof, to display and use the same according to the limitations set forth herein. All uses of the Licensed Marks by you inures to our benefit.

(e) If it becomes advisable at any time in our sole and exclusive discretion to modify or discontinue the use of any name, Licensed Mark and/or use one or more additional or substitute names or marks, you are obligated to do so. If that happens, we will reimburse you for your tangible costs of complying (for example, changing signs or advertising materials). We will not be liable to you for any unauthorized expenses, losses or damages sustained by you as the result of any such Licensed Mark addition, modification, substitution or discontinuance, and you covenant not to commence or join in any litigation or other proceeding against us for any such expenses, losses or damages. You agree and understand that the limited license to utilize the Licensed Marks granted hereunder applies only to such Licensed Marks as are currently designated by us, together with those which may hereafter be designated by us in writing. You expressly understand and agree that you are bound to not represent in any manner that you have acquired any ownership or equitable rights in any of the Licensed Marks by virtue of the limited license granted under this Agreement, or by virtue of your use of any of the Licensed Marks.

(f) You agree not to obtain or seek to obtain any trademark or service mark registration of any of the Licensed Marks in any jurisdiction in your own name or in the name of any other person.

(g) You understand and agree that following the expiration or termination of this Agreement

for whatever reason, no monetary amount will be deemed attributable to any good will associated with your use of the Licensed Marks or in connection with your operation of the Franchised Business.

(h) You agree not to contest, directly or indirectly, our ownership, title, right or interest in the FlyFoe System, our names, Licensed Marks, trade secrets, trade dress, methods, Manuals, Videos, Business Forms, proprietary information, procedures and advertising techniques which are part of the FlyFoe business format and FlyFoe System or contest our sole right to register, use or license others to use the FlyFoe System and such names, Licensed Marks, trade secrets, trade dress, methods, Manuals, Videos, Business Forms, proprietary information, procedures and techniques. You agree that the Licensed Marks are our exclusive property. You assert no claims on the date of execution of this Agreement, and will hereafter assert no claim, to any good will, reputation or ownership thereof by virtue of your license, use thereof, or otherwise. You agree that you will not do or permit any act or thing to be done in derogation of any of our rights in connection with same, either during the term of this Agreement or thereafter, and that you will use the Licensed Marks only for the uses and in the manner provided for herein. You further agree that you will not, during or after the term of this Agreement, in any way dispute or impugn the validity of the Licensed Marks licensed hereunder, or our rights thereto, or other FlyFoe System franchise owners to use the same.

(i) You shall affix our Licensed Marks upon such vehicles, uniforms, equipment, containers, fixtures, signs, stationery, advertising, sales/promotional materials and such other objects, in such size, color, lettering style, and fashion and at such places as we may designate in our Manuals (as same may be amended from time to time) or otherwise, and must otherwise display the Licensed Marks and relevant trademark, ownership, registration and/or copyright notices pursuant to the requirements set forth therein. Except as expressly provided in the Manuals (as same may be amended from time to time) or otherwise, you may not display any other trademarks, logotypes, symbols or service marks, nor may you use any such other marks in connection with the Franchised Business without our prior written approval.

(j) Specifically, and without limitation to any of the covenants contained in this Agreement, you expressly affirm and agree, that we may sell our assets, our Licensed Marks or the FlyFoe System outright to a third party; may go public; may engage in a private placement of some or all of our securities; may merge, acquire other corporations, or be acquired by another corporation; may undertake a refinancing, recapitalization, leveraged buy-out or economic or financial restructuring; and, with regard to any or all of the above sales, assignments and dispositions, you expressly and specifically waive any claims, demands or damages arising from or related to the loss of said Licensed Marks (of any variation thereof) and/or the loss of association with or identification of "FlyFoe, LLC" as franchisor under this Agreement.

(k) After the termination or expiration of this Agreement, you will not directly or indirectly at any time or in any manner identify any premises or any other business as a FlyFoe franchise, or identify yourself as a franchisee of, or as otherwise being currently or formerly associated with, us; nor will you use any of the Licensed Marks or any colorable imitation thereof or confusingly similar mark or name in any manner or for any purpose.

(l) In the event that, at the time we should wish to register any FlyFoe mark as a state or federal trademark, you have claims or may claim any right, title or interest therein, or are otherwise a necessary applicant for registration thereof, then you shall, at our request and sole cost, assign all of your rights in and to such mark, registration or application, or shall (at our option) proceed with the application in your own name and then assign such registration or application to us.

(m) You shall use "FlyFoe" as the sole identification of the Franchised Business. All stationery and contracts issued or used by you shall conform to our standards and specifications, however, such items shall clearly indicate that you are executing such contract or signing such stationery as an independent businessman. If local laws require that you file an assumed or trade name, you shall state in such filing or affidavit that the same is made "as a franchise of FlyFoe, LLC". You shall refrain from the use of said Licensed Marks to perform any activity or to incur any obligation or indebtedness in such a manner as may, in any way, subject us to liability therefor. You shall not advertise or use in advertising or any other form of promotion any of our trademarks, service marks, trade names, logotypes or copyrighted materials without appropriate use and description of either "R", "TM", "SM" or "C" registration symbols and/or such other appropriate notice of ownership, registration or copyright as we may require.

(n) In the event that you receive notice of any claim of infringement, unfair competition or other claim respecting your use of the Licensed Marks, you shall give us prompt written notice of such claim and the pertinent facts related thereto. Upon receipt of such notice, we may in our discretion, but shall not be required to, assume and control the defense and settlement of such claim at our own expense, using our own counsel. In the event that we elect to so assume and control the defense and settlement of such claim, (i) we shall indemnify you against, and reimburse you for, all damages for which you are held liable in any proceeding arising out of the use of Licensed Marks, and for all amounts payable pursuant to a settlement agreed to by us, (ii) you shall be required to cooperate fully with us in all respects in connection with such defense and settlement by us, and (iii) you may participate at your own expense in such defense or settlement, but our decisions with regard thereto will be final. If we elect not assume and control the defense and settlement of such claim, it shall be your responsibility to conduct the defense or settlement of such claim. In either case, you may not settle or compromise any such claim by a third party without our prior written consent. You hereby irrevocably grant authority and power of attorney to us to defend and/or settle all such claims, demands or suits if we so elect. Notwithstanding anything herein contained to the contrary, we will have no obligation to indemnify you if we have elected not to assume and control the defense and settlement of such claim, or if the claim, suit or demand against you arises out of or relates to your use of the Licensed Marks in violation of the terms of this Agreement whether or not we have elected to assume and control the defense and settlement thereof.

(o) You shall immediately notify us of any apparent infringement of, or challenge to, your use of any of said Licensed Marks or claim by any person other than us and our counsel in connection with any such infringement, challenge or claim. We shall have the right to take such action as we deem appropriate and the exclusive right to control any litigation or administrative proceedings including, but not limited to, proceedings within the jurisdiction of the U.S. Patent and Trademark Office, arising out of any infringement of, or challenge or claim to, any of said Licensed Marks or in any way related thereto. You shall assist us, upon request at our expense, in taking such action, if any, as we may deem appropriate to halt such activities, but shall take no action nor incur any expenses on our behalf without our prior written approval. If we undertake the defense or prosecution of any litigation or administrative proceeding relating to any of the said Licensed Marks of the FlyFoe System, you agree to execute any and all documents and to do such acts and things as, in the opinion of our legal counsel, are reasonably necessary to carry out such defense or prosecution. You will have no right to make any demand against any such alleged infringer of the Licensed Marks or to prosecute any claim of any kind or nature whatsoever against such alleged infringer of the Licensed Marks for or on account of such infringement.

(p) You acknowledge that there will be substantial confusion in the mind of the public if,

after the expiration or termination of the Agreement, you continue to use any of the listed or unlisted telephone numbers used by the Franchised Business, or listed in the "Yellow Pages" or "White Pages" of the telephone directory under the name "FlyFoe", or any other name confusingly similar thereto. Therefore, you must sign Addendum F Telephone Listing Agreement as part of this Agreement. You also agree, that, promptly upon the expiration or termination of this Agreement for any reason whatsoever, you will forthwith cease and desist using such telephone numbers and shall, upon written demand by us, direct the telephone company servicing the Franchised Business to transfer the telephone numbers utilized by or listed for the Franchised Business in the then-current "Yellow Pages" and "White Pages" of the telephone directory to us or to such other person and at such location as we may direct. We are not responsible for any costs or billing associated with such transfer and you shall pay all obligations prior to the transfer attached to such telephone numbers. Prior to the opening of the Franchised Business, you shall obtain from the local telephone company providing telephone service to the Franchised Business such telephone company's form of assignment for telephone numbers and shall complete and sign such form providing for assignment to us of all telephone numbers used by the Franchised Business. Such completed form shall be delivered to us prior to the opening of the Franchised Business. We shall only deliver such form to the telephone company in the case of the termination or expiration of this Agreement. If you do not promptly direct the telephone company, you hereby irrevocably appoint us as your attorney-in-fact to direct the telephone company to make such transfers.

(q) Any and all customer lists and their contents relating to the Franchised Business, whether compiled or developed by you or any other person, are owned by us, and are our proprietary property (whether supplied by us or not) and you shall not use the customer lists for any purpose whatsoever other than in the normal conduct of the Franchised Business prior to any default under this Agreement, or termination or expiration of this Agreement. To the extent that you may have or claim any right, title or interest in or to such customer lists and contents, you agree to, and do hereby, assign to us all of your right, title and interest therein. You will, upon demand, promptly deliver to us a complete list of current and former customers, including name, telephone number, complete mailing address, frequency of service, last date serviced and price of service, and other information concerning such customers as requested by us.

(r) You acknowledge that our Manuals, Business Forms, Videos and other printed, proprietary and/or advertising material contained in the FlyFoe System are trade secrets of great value to us and are subject to protection under applicable laws with respect to trade secrets, confidential information and copyright. You agree to observe such requirements with respect to copyright and other proprietary notices as we may, from time to time, require and to utilize such other appropriate notice of ownership, registration and copyright as we may require.

(s) You acknowledge that your entire knowledge of FlyFoe System processes, services and products, all proprietary formulations, technology, know-how and the operation of the Franchised Business and FlyFoe System is derived from information disclosed to you by us pursuant to this Agreement and that such information is proprietary, confidential and a trade secret of ours. Accordingly, you will:

(i) fully and strictly adhere to all security procedures prescribed by us, in our sole and exclusive discretion, for maintaining the secrecy of such information;

(ii) not disclose such information to any person except as expressly provided in clause (iii) below;

(iii) disclose such information to employees only to the extent necessary to market FlyFoe products (if any) and services and for the operation of the Franchised Business in accordance with this Agreement;

(iv) not use any such information in any other business or in any manner not specifically authorized or approved in writing by Franchisor; and

(v) exercise the highest degree of diligence and use best efforts to maintain the absolute confidentiality of all such information during and after the term of this Agreement.

(t) You expressly acknowledge that your ability to operate, develop and expand the Licensed Business is based largely on the goodwill of the Licensed Marks and know-how embodied in the FlyFoe System. Accordingly, you have agreed that we are the sole owner of all customer lists and relationships and all other goodwill arising from your operation of the Franchised Business. Any attempt by you to offer any services similar to those provided by the Franchised Business to any customers or prospective customers of the Franchised Business following any expiration or termination of this Agreement shall be a violation of our rights in such customer lists and relationships and goodwill. You agree that in the event of any such action or threatened action by you, we shall be entitled to a preliminary or permanent injunction or other equitable relief to restrain such actions, and to recover our damages equal to the amount of profits received by you from any such action in violation of Franchisor's rights and our costs and attorneys' fees.

(u) You agree that if you shall develop any new concept, process or improvement in the operation or promotion of the Franchised Business, you shall promptly notify us of such and shall provide us with all necessary information with respect thereto, without compensation therefore. You also agree that if you shall develop any new trademark, service mark, slogan, symbol, concept, process or improvement in the operation or promotion of the Franchised Business, that we will immediately become sole owner and licensor thereof (including intellectual property rights and interests). You agree to execute any and all instruments and documents, render such assistance, and do such acts and things as, in the opinion of our counsel, are necessary or advisable to assign such interests to us. You acknowledge that we may subsequently utilize or disclose such information to other franchisees.

16. Termination of the Franchise.

(a) You may terminate this Agreement and all licenses conferred hereby at any time by giving us at least ninety (90) days prior written notice of termination and agree to execute and deliver to us a general release (under seal if necessary) and waiver, in a form satisfactory to us, of any and all claims of any nature whatsoever you might have against us, our subsidiaries or affiliates (if applicable) and our officers, members, managers, directors, attorneys, shareholders, agents and employees, successors, assigns and personal representatives, in their corporate and individual capacities. In such event, any and all outstanding debts, royalties, fees, Marketing Fees and other charges owed by you to us up to and including the date of termination will be due and payable by you within seven (7) days of the effective date of termination and survive the termination. We have the right to estimate fees subject to adjustment when actual fees may be calculated. In the event of such termination by you, you must work with us in good faith to execute a transfer of authority and control of the business theretofore operated by you as the Franchised Business to us or to our designee and comply with your post-termination obligations. You will be responsible for costs paid by us in association with transfer if you have not worked in good faith to transfer such business in good order with minimal disturbance to the current customer base.

(b) We may not terminate this Agreement prior to the expiration of its term except for "good cause," which shall mean the occurrence of any event of default described below. Upon the occurrence of any event of default, we may, at our option, and without waiving our rights under this Agreement or any other rights available at law or in equity, including our rights to damages, terminate this Agreement and all of your rights hereunder effective immediately upon the date we give written notice of termination, or upon such other date as may be set forth in such notice of termination. The occurrence of any one or more of the following events shall constitute an event of material default and grounds for termination of this Agreement by us:

(i) If you fail to pay any financial obligation or sums due pursuant to this Agreement within ten (10) days of the date on which we give written notice of such delinquency to you, or if you are determined to have understated your Gross Consumer Sales by two percent (2%) or more in any weekly, monthly or annual financial statement or report on two (2) or more occasions during the term of the Franchise Agreement whether or not you subsequently rectified such deficiency.

(ii) If you fail to commence operation of the Franchised Business within nine (9) months from the date of execution of this Agreement or you fail to successfully complete the Initial Training Program.

(iii) If you make, or have made, any materially false statement or report to us in connection with this Agreement or application therefore or with respect to the ownership of the Franchise or Franchised Business.

(iv) If you violate any of the transfer and assignment provisions contained in this Agreement.

(v) If you receive from us three (3) or more notices to cure defaults or violations of this Agreement during the term hereof, whether or not such defaults are cured after such notice.

(vi) If you or any person owning any interest in the Franchised Business is convicted of a felony, a crime of moral turpitude or a crime or offense relating to the operation of the Franchised Business.

(vii) If you become insolvent or make a general assignment for the benefit of creditors, or if a petition in bankruptcy is filed by you, or such a petition is filed against you and is not dismissed within thirty (30) days after filing thereof, or if a bill in equity or any other proceeding for the appointment of a receiver of you or other custodian for your business or assets is filed and consented to by you, or if a receiver or the custodian (permanent or temporary) of your assets or property, or any part thereof is appointed.

(viii) If you fail, for a period of fifteen (15) days after notification of non-compliance by appropriate authority, to comply with any law or regulation applicable to the operation of the Franchised Business.

(ix) If you violate any covenant of confidentiality or non-disclosure provisions contained in this Agreement or otherwise disclose, use, permit the use of, copy, duplicate, record,

transmit or otherwise reproduce any Manuals, Business Forms, Videos, material or proprietary information, knowledge or know-how created or used by us and designated for confidential use within the FlyFoe System without our prior written approval.

(x) If you consistently fail to timely provide us with any report, statement, request or return required by this Agreement or the Manuals. Time is of the essence for purposes of your delivery of such reports, statements, request and returns. Three (3) such failures within a period of twelve (12) months, or five (5) such failures during the term of this Agreement, shall be deemed to be a consistent failure.

(xi) If you fail to perform or you breach any covenant, obligation, term, condition, warranty or certification in this Agreement or fail to operate the Franchised Business as specified by us in the Manuals and Video and other confidential material and fail to cure such non-compliance or deficiency within ten (10) days after the Franchisor's written notice thereof.

(xii) Upon an assignment by you under Section 20 of this Agreement, if any shareholder, director, officer, partner or member of the Corporate Franchisee (as defined in Section 20) refuses or fails to execute our then current Guaranty Agreement, a current copy of which is attached as Addendum E.

(xiii) If you fail to comply with any of your agreements with any third parties as related to the Franchised Business.

(xiv) If you misuse the Licensed Rights, or any other names, marks, e-marks, systems, insignias, symbols, copyrights or rights provided by us to you, or otherwise materially impair the goodwill associated therewith the Licensed Rights, or if you shall use at the Franchised Business any names, marks, e-marks, systems, insignias, symbols or copyrights not authorized by us.

(xv) If you engage in any act(s) that is so dishonest, untrustworthy, self-dealing, and/or fraudulent, that it goes to the essence of the Franchise Agreement and/or frustrates one of the principal purposes of the Franchise Agreement and/or irreparably damages the trust between us and you.

(xvi) If you commit a material breach that cannot be cured.

(xvii) If, without our prior written consent, you or persons controlling, controlled by, or under common control with you shall have any interest, direct or indirect, in the ownership or operation of any business engaged in the sale of similar or other related products or services within your Territory, or in any business, regardless of where located, that looks like, copies, or imitates any franchised business, or operates in a manner tending to have such effect.

(c) If you are in material default as described in Subsection (b) above, we have the right to suspend any and all operating assistance as described in this Agreement and/or the Manuals to you.

(d) You are deemed to have voluntarily terminated this Agreement if you abandon, vacate, desert, surrender, or otherwise cease operation of all or any part of the Franchised Business for a period of three (3) consecutive days without our express written consent, unless and only to the extent that you are precluded from doing so due to war, Act of God, civil disturbance, natural disaster or other events that

were beyond your reasonable control. The termination will automatically be effective without notice to you at the end of the third (3rd) consecutive day of no operations without our consent.

17. Post-Termination Obligations of Franchisee.

In the event of termination or expiration of this Agreement, whether by reason of default, lapse of time or other cause, you will cease to be an authorized FlyFoe franchisee and will lose all rights to the use of the Licensed Marks, FlyFoe System, Manuals, Business Forms, Videos, and any and all confidential information and know-how owned by us and any good will engendered by the use of Licensed Marks. Upon the expiration or termination of this Agreement, you shall either immediately or within the time limits indicated below with respect to any particular activity:

(a) Strictly comply with, observe and abide by all restrictive covenants in Sections 25 and 28 hereof;

(b) Cease to be a franchise of us under this Agreement and cease to operate the former Franchised Business under the FlyFoe System. You shall not thereafter, directly or indirectly, represent to the public that the former Franchised Business is or was operated as, or was in any way connected with the FlyFoe System or hold yourself out as a present or former franchisee of ours, and not thereafter operate or do business under any name or in any manner which might tend to give the general public the impression that you are operating a FlyFoe Franchise, or any business similar thereto;

(c) Pay all sums owing to us within seven (7) days including, but not limited to, royalties, fees, Marketing Fees, telephone charges and other like charges as well as all sums due and owing to any employees, taxing authorities and all other third parties. Upon termination for any default by you, said sums shall include actual and consequential damages, costs and expenses (including reasonable attorneys' and experts' fees) incurred by us as a result of your default and the obligation to pay said sums shall give rise to and remain, until paid in full, a lien in favor of us against any and all of the real property, personal property, furnishings, equipment, signs, fixtures and inventory owned by you or the Franchised Business at the time of default and/or against any of your monies held or otherwise in our possession;

(d) Return to us the Manuals, Videos, Business Forms, trade secrets, proprietary information and confidential material, equipment and other property owned by us and all copies thereof. You are required to continue to pay Minimum Royalties to us until all copies of the aforesaid materials have been returned to us and you have executed a sworn certificate certifying that the obligations of this Subsection (d) have been fulfilled by you;

(e) Within two (2) days, you must ensure the accuracy of your list of the names, telephone numbers, complete mailing addresses, frequency of service, last date of service and price of such service for all customers serviced by you as well as the name, address and telephone number of the employee(s) rendering such service to each such customer and provide the accurate information to us;

(f) Take such action as may be required by us to transfer and assign to us or our designee all trade, assumed names, similar name or equivalent registrations and business licenses and to cancel any interest that you may have in same. If you fail or refuse to do so, we may, in your name and on your behalf and, at your expense, execute any and all documents necessary to cause discontinuance of your use of the name "FlyFoe", or any related name used hereunder, and we are hereby irrevocably appointed by you as your attorney-in-fact to do so;

(g) Cease to use in advertising or in any manner whatsoever any methods, procedures or techniques associated with the FlyFoe System or in which we have a proprietary right, title or interest; cease to use the Licensed Marks, any customer lists owned by or required to be transferred to us under Section 15(q), and all other indicia of operation associated with the FlyFoe System, and remove all trade dress, physical characteristics, color combinations and other indications of operation under the FlyFoe System from any of your property, and you shall not thereafter use, in any manner, or for any purpose, directly or indirectly, any of our Licensed Marks, Manuals, Business Forms, Videos, confidential information, trade secrets, procedures, forms, techniques, know-how, or materials acquired by you by virtue of the relationship established hereby, including but not limited to, FlyFoe services, programs and products, specifications or descriptions of our services and products; lists of customers and lists of employees and independent contractors; any telephone number listed in any telephone directory under the name "FlyFoe", or any similar designation or directory listing which relates to the Franchised Business;

(h) Immediately execute any and all agreements necessary to effectuate such termination in a prompt and timely manner;

(i) Continue to abide by those restrictions pertaining to the use of our confidential information, trade secrets and know-how set forth in detail herein;

(j) Assign any and all accounts receivable to us for collection. In connection therewith you hereby appoint us as attorney-in-fact to engage in such collection activities following the termination or expiration of this Agreement and you specifically undertake to refrain from engaging in any such collection activities upon termination or expiration. We agree to employ good faith efforts, including, where appropriate in our sole and exclusive judgment, the commencement of legal proceedings, to collect such accounts receivable. Nothing contained herein shall be construed or deemed to impose any duty or obligation upon us to collect such accounts receivable and, if all or a portion of such accounts receivable are not collected by us, you release and waive any claims thereto against us. If we are successful in collecting all or a part of such accounts receivable, we shall remit to you such sums collected after first deducting any and all monies owed to us; after deducting the pro rata cost of serving the customer(s) with respect to whom the receivables were collected; and, after further deducting our costs of collection;

(k) Immediately refrain from engaging in any and all contacts with customers or former customers of the Franchised Business, whether with respect to collection of accounts receivable, to provide services to such customers or former customers pursuant to any business conducted by you, whether or not similar to the Franchised Business, or for any other purpose whatsoever; and

(l) Promptly assign to us any interest that you may have in the telephone number and telephone listing used by you in connection with the operation of the Franchised Business. You shall promptly transfer all telephone calls by call-forwarding to us or to such other party or entity as we shall direct; to execute any such instruments and take such actions as we may deem necessary to affect such transfer and call-forwarding of telephone calls. You acknowledge that this Agreement shall be conclusive evidence of our rights to such telephone numbers and directory listings and our authority to direct this transfer.

(m) If termination of this Agreement arises out of a default or defaults by you in complying with terms of this Agreement, we shall have the option to purchase at fair market value all or part of your equipment, supplies and products used by you in the Franchised Business. Such option shall be

exercised, if at all, in whole or in part, by us upon or within fifteen (15) days of termination of this Agreement. It is expressly understood that this provision is an option that we may or may not exercise, and that we are under no obligation to do so. We shall have the right to set off all amounts due from you against any payment we would otherwise make to you under this Subsection. If we and you cannot agree on the fair market value of the property, it will be determined by an independent appraisal paid for by both you and us.

18. Franchisor's Right of First Refusal to Purchase Franchised Business from Franchisee.

You may not sell, transfer, convey or assign any interest in the Franchise and Franchised Business, without first offering the same to us, in writing, at a stated price and stated terms, which we may accept in writing at any time within thirty (30) days from receipt of the written offer from you. If we decline, or do not accept the offer within thirty (30) days, you may thereafter sell or dispose of the Franchised Business to a bona fide third party, but not at a lower price nor on more favorable terms than have been offered to us in writing and subject to our prior written permission. If the proposed sale of Franchise and Franchised Business is not consummated by you within one hundred twenty (120) days from the date it is offered to us, then you must re-offer to sell to us prior to any sale to another bona fide third party.

19. Franchisor's Option to Purchase Business.

In the event that you desire to discontinue the operation of the Franchised Business upon expiration or termination of this Agreement, you must deliver to us a written offer to sell your entire interest in the Franchised Business and all related assets, rights, and other personal property of the Franchised Business for the amount offered by a third party or fair market value if no third party offer. We shall have the right, but not the obligation, to purchase the Franchised Business. If, within thirty (30) days after receipt of the written offer from you, the parties are unable to agree on the purchase price and terms, then the fair market value of the Franchised Business and related property will be determined by an independent appraisal paid for by both you and us. The appraisal will exclude any value for goodwill or going concern value created by the names, Licensed Marks, and FlyFoe System licensed to you as you have no right, title or interest in them.

20. Assignment by Franchisee.

(a) Neither this Agreement, the Franchise and Franchised Business, nor any part of any ownership in you (which shall mean and include voting stock, securities convertible thereto, proprietorship, membership rights and general partnership interests), or all or a substantial portion of the Franchised Business may be voluntarily, involuntarily, directly or indirectly assigned, sold, or otherwise transferred or encumbered by you or your owners (including without limitation, by will, by declaration of or transfer in trust or by the laws of interstate succession) except as provided herein without our prior written approval, and any such assignment, transfer or encumbrance without such approval constitutes a breach of this Agreement. We will not, however, unreasonably withhold consent to an assignment if the conditions specified hereinafter are met. A stop transfer order shall be in effect against the transfer of any ownership on the records except transfers permitted by this Agreement.

(b) This Agreement may be assigned to a business entity wholly owned by you (the "Corporate Franchisee"), provided that:

(i) you or your Operating Principal actively manage the business entity and continue to devote best efforts and full and exclusive time to the day-to-day operation and development of the Franchise and the Franchised Business;

(ii) the business entity is newly organized, and its activities are confined exclusively to acting as Franchisee under this Agreement;

(iii) you provide all documentation and information requested by us concerning the Corporate Franchisee;

(iv) the business entity executes a document in such form as shall be approved by us in which it agrees to become a party to, and be bound by, all the provisions of this Agreement;

(v) you remain personally liable in all respects under this Agreement and execute a Guaranty Agreement, a copy of which is attached as Addendum E **hereto** by which you personally guarantee all obligations of the Corporate Franchisee under this Agreement;

(vi) any and all shareholders, directors, officers, members, partners and managers of the Corporate Franchisee shall each execute a Guaranty Agreement, a copy of which is attached as Addendum E hereto, by which such shareholders, directors, officers, members, partners and managers personally guarantee all obligations of the Corporate Franchisee under this Agreement;

(vii) you agree not to sell, assign, pledge, hypothecate, mortgage or otherwise transfer or encumber your equity interest in the business entity; and

(viii) equity certificates and documents shall note in a legend sufficient under applicable law to constitute such notice that ownership in the business entity is subject to the terms of this Agreement and to allow such restrictions to be enforceable.

(c) Consent to an assignment otherwise permitted or permissible as reasonable, may be refused by us unless prior to the effective date of the assignment: (1) all of your obligations in connection with the Franchise and Franchised Business have been assumed by the assignee; (2) all of your ascertained or liquidated debts in connection with the Franchised Business have been paid; (3) you are not in default under any provision of this Agreement or any agreement ancillary hereto; (4) the assignee has successfully completed the Initial Training Program; (5) the assignee has executed our then current Franchise Agreement for a full term as provided therein; (6) you or assignee has paid us Five Thousand Dollars ($5,000.00) which in part pays for assignee's initial training, technical and management supervision and training; and in addition, has reimbursed us for our reasonable legal and accounting fees and expenses related to such assignment including but not limited to credit and investigation charges; and (7) you and, if you are a business entity, all of your officers, directors, members, managers, partners and/or shareholders have executed a general release (under seal, if necessary) and waiver of any and all claims against us, our officers, members, managers, directors, attorneys, shareholders, agents and employees, and their successors, assigns and personal representatives, in their individual and corporate capacities and agree to be bound by all of the post-termination covenants.

(d) Your performance is of vital importance to our market position and overall image, and there are many subjective factors that comprise the process by which we select a suitable FlyFoe System franchise owner. Our consent to your transfer or assignment of the Franchise and Franchised Business shall, in addition to the other restrictions and requirements herein noted, remain a subjective determination and shall consider, but not be limited to, the following conditions:

(i) the proposed transferee or assignee is a person who meets our standards of qualifications then applicable with respect to all new applicants for similar franchises; and

(ii) the proposed transfer is at a price and upon such terms and conditions as we, in our sole and exclusive judgment, deem reasonable.

(e) You will not have the right to grant a sub-franchise to any person or entity whatsoever.

(f) If you pursue but do not complete a transfer which has caused us to incur costs and expenses in reviewing and documenting the proposed transfer, you must reimburse us for these costs and expenses.

(g) If you transfer the Franchise and Franchised Business to any person or entity which we referred to you, you must pay to us a Resale Assistance Fee of Five Thousand Dollars ($5,000.00) or five percent (5%) of the selling price, whichever is greater, prior to the approved transfer to reimburse us for our costs and expenses related to such service.

21. Assignment by Franchisor.

This Agreement is fully assignable by us and shall inure to the benefit of any assignee or other legal successor to our interest. Subsequent to any such assignment by us, we shall remain liable for the performance of our obligations pursuant to Agreement if the same is not properly performed by our assignee.

22. Modification of the System.

You recognize and agree that from time to time we may change or modify our System Standards and our business in any manner that is not expressly and specifically prohibited by this Agreement including, but not limited to, the adoption and use of new or modified trade names, trademarks, service marks or copyrighted materials, new computer programs and systems, new types or brands of products or services, new equipment requirements or new techniques and that you will accept, use and display for the purpose of this Agreement any such changes in our System, as if they were part of this Agreement at the time of execution. Whenever we have expressly reserved in this Agreement or are deemed to have a right and/or discretion to take or withhold an action, or to grant or decline to grant you a right to take or withhold an action, except as otherwise expressly and specifically provided in this Agreement, we may make such decision or exercise our right and/or discretion on the basis of our judgment of what is in our best interests, including without limitation our judgment of what is in the best interests of the FlyFoe System, at the time our decision is made or our right or discretion is exercised. Any new or different requirements imposed will not unreasonably increase your obligations or place an excessive economic burden on your operations, or otherwise alter your status or rights under this Agreement. You will make

such expenditures for such changes or modifications in our System as we may reasonably require. You shall not change, modify or alter in any way any material aspect of our System, without our prior written consent.

23. Death, Disability or Permanent Incapacity of Franchisee.

In the event of your death or permanent disability or that of any person with a controlling interest in you, the executor, administrator, or personal representative of that person shall transfer his or her interest to a third party approved by us within three (3) months after such death or permanent disability. Such transfers, including, without limitation, transfers by devise or inheritance, shall be subject to the same restrictions and conditions as any *inter vivos* transfer. However, in the case of a transfer by devise or inheritance, if the heirs or beneficiaries of any deceased person are unable to fully satisfy the conditions contained in this Agreement, the personal representative of the deceased Franchisee shall have a reasonable time, in our sole discretion, to dispose of the deceased's interest in the Franchise, which disposition will be subject to all the terms and conditions for transfer contained in this Agreement. If the deceased's interest is not transferred within a reasonable time, as determined by us in our sole discretion, we may terminate this Agreement. The term "permanent disability" shall mean a mental, physical or emotional disability, incapacity, impairment, or condition that is reasonably expected to prevent or actually does prevent you (or an Owner controlling you) from supervising the management and operation of the Franchised Business for a period of one hundred and twenty (120) days from the onset of such disability, incapacity, impairment or condition. In any event, the Franchised Business must at all times be managed by a designated manager who has complied with all of our training requirements, regardless of any death or permanent disability covered by this Section.

24. Operation of Franchised Business in The Event of Absence, Incapacity or Death.

In order to prevent any interruption of the business of the Franchised Business which would cause harm to such business and thereby depreciate its value, you authorize us, in the event that you are absent or incapacitated or die, and are not, therefore, in our sole judgment, able to operate the Franchised Business, to operate said business for so long as we deem necessary and practical, and without waiver of any other rights or remedies we may have under this Agreement; provided, however, that in the event that we commence to operate the Franchised Business, we shall not be obligated to operate the Franchised Business for a period of more than sixty (60) days. All monies from the operation of the Franchised Business during the period of our operation shall be maintained in a separate account. The expenses of the Franchised Business, including reasonable compensation and expenses for our representatives, shall be charged to such account. If, as provided in this Section, we temporarily operate the Franchised Business, you agree to indemnify and hold us harmless, and hold harmless any representative of ours who may operate the Franchised Business, from any and all claims arising from the acts and omissions of us and our representative arising from such operation. You agree to pay our reasonable attorneys' fees and costs which might arise from the exercise of these step-in rights. Nothing in this Section will prevent us from exercising any other rights which we may have under this Agreement, including the right to terminate the Agreement.

25. Covenants of Non-Disclosure, Non-Solicitation and Non-Competition.

a) You, and persons controlling, controlled by or under common control with you, specifically acknowledge that, pursuant to this Agreement, you will receive valuable specialized training, trade secrets, and Confidential Information, including, without limitation, information regarding the management, operations, marketing, advertising, and related information, materials, methods and techniques of Franchisor and our System which are beyond the present skills and experience of you and

your managers and employees, and that the value of this information arises not only from the time, effort and money that went into its compilation but also from its usage by all franchisees. You acknowledge that such specialized training, trade secrets, and Confidential Information provide a competitive advantage and will be valuable to you in the operation of the Franchised Business, and that gaining access to such specialized training, trade secrets, and Confidential Information is therefore a primary reason why you are entering into this Agreement. In consideration for such specialized training, trade secrets, Confidential Information and exclusive rights described above, you and persons controlling, controlled by or under common control with you agree and covenant that during the term of this Agreement and for a continuous uninterrupted period commencing upon the effective date of expiration or termination of this Agreement or the date that you begin to comply with this Section, whichever is later, and for eighteen (18) months thereafter, except as otherwise approved in writing by us, you shall not, either directly or indirectly, for you, or through, on behalf of, or in conjunction with any person, persons, partnership, corporation or other business entity:

(i) solicit, divert or attempt to solicit or attempt to divert any business or customer of the Franchised Business to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act deemed by us to be injurious or prejudicial to the goodwill associated with the Licensed Marks and our System; or

(ii) own, manage, maintain, operate, engage in, advise, consult with, invest in, be employed by or perform services as a director, officer, manager, representative, agent, or otherwise, or have any direct or indirect interest in any business (a) specializing, in whole or in part, in offering to the public substantially similar products and/or services to those products and/or services offered by Your Franchised Business prior to the termination or expiration of this Agreement (a "Competitive Business") within: (i) your former Territory, and/or (ii) within the geographic area encompassed by any "Territories" of any FlyFoe System franchise owners, but in no event shall the area be less than an area which is contained in a circle having a radius of eighteen (18) miles from the center of your former Territory.

(b) At any time, during the term of this Agreement or thereafter, you shall not, either directly or indirectly, for you, or through, on behalf of, or in conjunction with any person, persons, partnership, corporation or other business entity, use, in connection with the operation of any business other than the Franchised Business, any of the Licensed Marks, or any other names, marks, systems, insignias, or symbols provided or approved by us to you pursuant to this Agreement, or cause or permit any such business to look like, copy or imitate a FlyFoe Franchised Business or to be operated in a manner tending to have such effect.

(c) You expressly acknowledge that you possess skills and abilities of a general nature and have other opportunities for exploiting such skills. Consequently, you acknowledge that enforcement of the covenants made in this Section will not deprive you of your personal goodwill or ability to earn a living.

(d) It is the express intention of the parties to this Agreement to comply with all laws applicable to the covenants contained in this Agreement. If any of the covenants contained in this Section are found to exceed in duration, geography or scope those permitted by applicable law, the parties expressly agree that such restrictive covenant may be reformed or modified by the final judgment of a court of competent jurisdiction or other lawful constituted authority to reflect a lawful and enforceable restriction, whether in duration, geography or scope, and that the covenants contained in this Section shall

automatically be deemed to be amended and modified so as to comply with the judgment or order of such court or authority to the maximum extent permitted. If any one or more of the provisions contained in this Section shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if it never contained such invalid, illegal or unenforceable provisions.

(e) You understand and acknowledge that we shall have the right, in our sole discretion, to reduce or limit the duration, geography or scope of any covenant set forth in this Section of this Agreement, or any portion thereof, without your consent, effective immediately upon notice to you; and you agree that you shall comply from that point forward with any covenant as so modified, which shall be fully enforceable notwithstanding the provisions of Section 29(i) hereof.

(f) You expressly agree that the existence of any claims you may have against us, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by us of the covenants in this Section. You further agree that we shall be entitled to set off from any amount owed by us to you any loss or damage to us resulting from your breach of this Agreement.

(g) You understand and agree that the restrictions contained in this Section are reasonable and necessary to protect our legitimate business interests.

(h) Nothing contained in this Agreement shall prevent you from owning less than a five percent (5%) beneficial interest in the outstanding equity securities of any publicly traded corporation listed on a recognized national stock exchange or NASDAQ.

(i) You acknowledge and agree that any failure by you to comply with the requirements of this Section and Section 28 (Confidentiality) shall constitute a material Event of Default under this Agreement; that such failure will cause us irreparable injury and that money damages will not adequately compensate us; and that we are entitled to enforce this Section by temporary restraining order and/or temporary, preliminary and/or permanent injunction, and/or specific performance, without the necessity of posting bond. This relief will be in addition to any other relief we may have under federal and/or state law. You agree to pay all costs and expenses which includes reasonable attorneys' and expert fees incurred by us in enforcing our rights under this Section. The protection granted hereunder shall be in addition to and not in lieu of all other protections for such trade secrets and confidential information as may otherwise be afforded in law or equity.

(j) In addition to any other remedies or damages allowed under this Agreement and/or by law, if you breach any of the covenants set forth in Subsections (a) and (b) above, you shall pay us a fee equal to our then-current Initial Franchise Fee for each Competitive Business identified plus seven percent (7%) of such Competitive Business' Gross Sales until expiration of the non-competition period set forth in this Section.

(k) During the term of this Agreement, any of our officers or designees shall have the right to inspect any business interest in which you or a Key Employee has an interest, at reasonable times and during normal business hours, to the extent reasonably necessary to determine whether the conditions of this Section are being satisfied. If, by reason of such inspections or otherwise, we have reason to believe that you are in default of this Section, and you are so notified by us, you shall have the burden of establishing that you are not in default. You shall respond to any default notice under this Section within five (5) days. With regard to any such default, we shall have the right to pursue any and all rights of remedy and enforcement available to us, either at law or in equity, and You shall immediately take all steps to cure said default in a manner satisfactory to us.

(l) In the event this covenant not to compete is unenforceable, you agree to continue to pay royalties as stated in Section 8 of this Agreement with respect to any Gross Consumer Revenues derived from the sale of services similar to those of the Franchised Business for eighteen (18) months following the expiration or termination of this Agreement.

The provisions of this Section shall survive any termination or expiration of this Agreement or any renewals.

26. Employee Agreements.

(a) You shall cause any person who is actively involved as a Key Employee, defined as anyone who is an owner, and/or employee who acts in a management, supervisory or sales capacity for or on behalf of the Franchised Business, at the time such person enters your employment, to enter into a non-disclosure, non-solicitation and non-competition agreement, in a form approved by us or as we otherwise provide. You acknowledge and agree that any form of non-disclosure, non-solicitation and non-competition agreement is a form of agreement only and that it may or may not be enforceable in a particular jurisdiction. You agree that you are solely responsible for obtaining your own professional advice with respect to the adequacy of the terms and provisions of any non-compete agreement you require your employees, agents and independent contractors to sign.

(b) You shall use your best efforts to prevent any such persons from using, in connection with the operation of any competing business wherever located, any of the Licensed Marks or from operating any competing business that looks like, copies or imitates any FlyFoe Franchised Business or operates in a manner tending to have such effect. If you have reason to believe that any such person has violated the provisions of the non-disclosure, non-solicitation and non-competition agreement, you shall immediately notify us and shall cooperate with us to protect us against infringement or other unlawful use of the Licensed Marks, including, but not limited to, the prosecution of any lawsuits if, in the judgment of our counsel, such action is necessary and advisable.

The provisions of this Section shall survive any termination or expiration of this Agreement or any renewals thereof.

27. Spousal Agreements.

Your spouse or domestic partner (and if you are a business entity, then the spouses or domestic partners of all shareholders, members, or partners) shall execute Non-Disclosure and Non-Competition Agreements in a form approved by us, at the time of the signing of this Agreement. The Non-Disclosure and Non-Competition Agreement shall prohibit spouses or domestic partners from disclosing or using any trade secrets, customer lists or other information, knowledge or know-how deemed confidential or proprietary by us concerning the FlyFoe System or the operation of Franchised Business and from competing with the FlyFoe System or franchised businesses during the term of this Agreement and for eighteen (18) months following termination or expiration of this Agreement.

28. Confidentiality.

(a) You, and persons controlling, controlled by or under common control with you, shall hold in confidence our System and shall not disclose any part of our System to any individual or entity. It is understood and agreed that our System would, if used by other individuals or entities, confer on them a substantial competitive advantage, which advantage is presently enjoyed by us. Accordingly, you agree that you shall not at any time, without our prior written consent, disclose (except to such employees or

agents as must reasonably have access to such information in order to establish or operate the Franchised Business and who have signed confidentiality agreements, in a form approved by us) or use or permit the use of our System, or any part, except as may be required by applicable law or as authorized by this Agreement.

You acknowledge and agree that any form of confidentiality agreement is a form of agreement only and that it may or may not be enforceable in a particular jurisdiction. You agree that you are solely responsible for obtaining your own professional advice with respect to the adequacy of the terms and provisions of any confidentiality agreement you require your employees, agents and independent contractors to sign.

(b) You, and persons controlling, controlled by or under common control with you, shall at all times use your best efforts to keep confidential the Operations Manual, any other manuals or materials designated for use with our System and such other information as we may designate for confidential use with our System, as well as all other trade secrets, if any, and Confidential Information, knowledge and business know-how concerning the establishment, construction or operation of the Franchised Business that may be imparted to, or acquired by, you in connection with this Agreement. You acknowledge that the unauthorized use or disclosure of such Confidential Information (and trade secrets, if any) will cause incalculable and irreparable injury to us. Any and all information, knowledge and know-how, not generally known in the cleaning business, about FlyFoe's products, equipment, services, standards, specifications, systems, procedures and techniques, and such other information or materials as we may designate as confidential, shall be deemed confidential and proprietary for purposes of this Agreement, except information that you can demonstrate came to your attention prior to disclosure thereof by us or that is or has become a part of the public domain through publication or authorized communication by others. The Operations Manual, any other manuals or materials designated for use with our System, and all Confidential Information (and trade secrets, if any) shall at all times be deemed to be, and shall remain, our sole property, and you shall acquire no rights, title or interest therein by virtue of your authorization pursuant to this Agreement to possess and use them. You shall not use our confidential information, FlyFoe System, Manuals, Videos, Licensed Marks, Business Forms, trade secrets, proprietary knowledge or know-how, or any colorable imitations thereof, in the design, development or operation of a business whether or not similar to or the same as that conducted pursuant to the Franchise Agreement.

YOU ACKNOWLEDGE AND AGREE THAT OUR CONFIDENTIAL INFORMATION INCLUDES, BUT IS NOT LIMITED TO: THE TERMS AND CONDITIONS OF THIS AGREEMENT; THE CONTENTS OF THE OPERATIONS MANUALS, TRADE SECRETS, AND ANY COMPONENT OF OUR SYSTEM THAT DOES NOT CONSTITUTE A TRADE SECRET BUT THAT OTHERWISE MEETS THE DEFINITION OF "CONFIDENTIAL INFORMATION."

(c) You agree that, if you engage as an owner, partner, shareholder, officer, consultant, agent, operator, or in any managerial capacity in any similar business, it shall be conclusively presumed that any violation of the terms of the covenants not to compete was accomplished by and through your unlawful utilization of our confidential information, know-how, methods and procedures.

The provisions of this Section shall survive any termination or expiration of this Agreement or any renewals thereof.

29. Binding Arbitration; Governing Law; Consent to Jurisdiction.

(a) This Agreement is a written agreement evidencing a transaction involving commerce and

is, therefore, subject to the terms and provisions of the Federal Arbitration Act, Title 9, of the United States Code. Any and all other controversies or claims whatsoever arising out of or relating to this Agreement or to any other ancillary agreement between the parties or with regard to their interpretation, formation or breach, shall be settled by binding arbitration according to the commercial rules of the American Arbitration Association as hereinafter provided.

(b) Prior to submitting any claim or dispute to arbitration, you shall give notice thereof to our Chairman of the Board setting forth in reasonable detail the nature and basis of the claim or dispute. The parties shall then seek to negotiate and resolve the dispute by direct negotiation between you and our Chairman of the Board over a period of not less than thirty (30) days. If the dispute is not resolved directly by the parties, the parties shall then submit the dispute to mediation with an independent mediator agreed upon by the parties within another thirty (30) days unless the parties agree to forego mediation. Each party will bear their own costs and fees of the mediation, however, the mediator's fee will be split equally between the parties.

(c) If the dispute is not resolved through negotiation or mediation, either party shall send written notice to (1) the other party, and (2) the Regional Office of the American Arbitration Association in or closest to the location of our principal offices at that time invoking the binding arbitration provisions of this Subsection. Any arbitration shall be conducted in the city or town in which our principal offices are located before a single arbitrator located within the state in which we are located who has been actively engaged in the practice of law for at least ten (10) years and has franchise law experience. If the parties cannot agree upon an arbitrator, the arbitrator shall be selected in accordance with the American Arbitration Association rules. Prior to the commencement of hearings, the Arbitrator shall provide an oath of undertaking of impartiality. The award of the Arbitrator shall be final. The parties further consent to the jurisdiction in any appropriate court to enforce the provisions of this Section and/or to enter a judgment upon any award rendered by the arbitrator. The costs and expenses of Arbitration, including the prevailing party's attorney's fees and costs and the compensation and expenses of the Arbitrator, shall be borne by the non-prevailing party.

(d) In the event that any such controversy or claim arising from this Agreement or any FlyFoe related transaction, as set forth above, involves any officer, director, shareholder, employee, representative, or agent of Franchisee, then any such controversy or claim shall also be submitted to binding arbitration in the same manner as set forth above. In the event any controversy or claim is submitted to binding arbitration as set forth above, the parties hereto agree that discovery prior to arbitration shall be restricted solely to exchanging lists of those witnesses and documents which may be presented at the hearing before the arbitrator, unless the parties otherwise mutually agree in writing to expand the scope of discovery.

(e) In proceeding with Arbitration and in making determinations hereunder, the Arbitrator shall not extend, modify or suspend any terms of this Agreement or the reasonable standards of business performance and operation established by us in good faith. Notice of or request to or demand for arbitration shall not stay, postpone or rescind the effectiveness of any termination of this Agreement. In the event that either party fails to appear at any properly noticed arbitration proceeding, an award may be entered against such party notwithstanding said failure to appear.

(f) Despite any language hereinabove to the contrary, we expressly reserve the right, at our sole and exclusive discretion, to seek injunctive relief from a court of competent jurisdiction to enforce your post-termination and non-competition covenants, to enjoin the disclosure of or improper or unauthorized use of proprietary or confidential information of ours or of the FlyFoe System including, but not limited to, the Manuals, Business Forms, customer lists, Licensed Marks and Videos, or to enjoin you from any existing or threatened conduct, pending completion of the above-noted binding arbitration,

which we believe could cause any harm or damage to us or to the FlyFoe System. In the event we file a lawsuit to seek injunctive relief as hereinabove provided, such action shall not constitute, nor be deemed by anyone to constitute, a waiver by us of our right to invoke the binding arbitration provisions of this Agreement.

(g) With regard to all claims which are brought under Subsection 29(e) above or that as a matter of law or public policy cannot be submitted to arbitration in accordance with this Section, you further agree as follows:

(i) You consent and agree that the following courts shall have personal jurisdiction over you in all lawsuits relating to or arising out of this Agreement and waive any defense you may have of lack of personal jurisdiction or improper venue in any such lawsuits filed in these courts: (a) all courts included within the state court system of the state in which our principal office is located; and (b) all courts of the United States of America sitting within the state in which our principal office is located;

All lawsuits filed by you against us (whether in breach of the arbitration provisions of this Agreement or not) relating to or arising out of this Agreement shall be required to be filed in one of these courts. Lawsuits filed by us against you may be filed in any of these courts or in any court in which jurisdiction and venue are proper; and

(ii) In all lawsuits related to or arising out of this Agreement, you consent and agree that you may be served with process outside the state in which our principal office is located in the same manner of service that may be made within that state by any person authorized to make service by the laws of the state, territory, possession or country in which service is made or by any duly qualified attorney in such jurisdiction. You hereby waive any defense you may have of insufficiency of service of process relating to such service. This method of service shall not be the exclusive method of service available in such lawsuits and shall be available in addition to any other method of service allowed by law.

(h) The fee charged by the American Arbitration Association varies according to the amount claimed by the party who submits a claim to arbitration. We and you agree that the arbitration of any disputes between us and you or any other proceeding shall be conducted on an individual basis and not a class-wide, multiple plaintiff or similar basis and that such disputes shall not be consolidated with the arbitration of any other disputes which might arise between us and any other FlyFoe System franchise owners.

(i) Except to the extent governed by federal law, this Agreement, and the franchise rights granted herein shall be governed by and construed in accordance with the substantive laws of the Commonwealth of Massachusetts. If, however, any provision, or portion hereof in any way contravenes the laws of any state or jurisdiction where this Agreement is to be performed, such provision, or portion thereof, shall be deemed to be modified to the extent necessary to conform to such laws, and still be consistent with the parties' intent as evidenced herein. The parties agree, however, if the Franchised Business is not located in Massachusetts and the Franchisee is not a resident of, or domiciled in, Massachusetts, the provisions of any Massachusetts law regulating the offer or sale of franchises or the franchise relationship applicable to this Agreement and the regulations promulgated thereunder shall not apply to this Agreement or the Franchise relationship created hereby.

(j) Except with regard to your obligation to pay us Royalties, Marketing Fund Fees and other fees or payments of every nature and kind due from you pursuant to this Agreement or otherwise, any claims between the parties must be commenced within eighteen (18) months from the date on which the

party asserting the claim knew or should have known of the facts giving rise to the claim or such claim shall be barred. The parties understand that this time limit might be shorter than otherwise allowed by law. You agree that the sole recourse for claims arising between the parties shall be against us or our successors and assigns. You agree that our shareholders, members, managers, directors, officers, employees and agents and those of our affiliates shall not be personally liable nor named as a party in any action or arbitration between you and us. The parties further agree that, in connection with any such proceeding, each must submit or file any claim which would constitute a compulsory counterclaim (as defined by Rule 13 of the Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates. Any such claim that is not submitted or filed as described above shall be forever barred. No previous course of dealing shall be admissible to explain, modify, or contradict the terms of this Agreement. No implied covenant of good faith and fair dealing shall be used to alter the express terms of this Agreement. Any arbitration award will have a binding effect only on the actual dispute arbitrated, and will not have any collateral effect on any other dispute whatsoever, whether in litigation, arbitration, mediation, or other dispute resolution proceeding.

YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ THE TERMS OF THIS BINDING ARBITRATION PROVISION AND SPECIFICALLY AFFIRM THAT THIS PROVISION IS ENTERED INTO WILLINGLY AND VOLUNTARILY AND WITHOUT ANY FRAUD, DURESS, OR UNDUE INFLUENCE ON THE PART OF US OR ANY OF OUR AGENTS OR EMPLOYEES.

30. Indemnification

(a) You agree at all times to defend at your own cost, and to indemnify and hold harmless to the fullest extent permitted by law, us, our subsidiaries, affiliates, successors, assigns and designees of any entity, and the respective directors, members, managers, officers, employees, agents, shareholders, attorneys, designees, and representatives of each (us and all other hereinafter referred to collectively as "Indemnitees") from all losses and expenses (as hereinafter defined) incurred in connection with any action, suit, proceeding, claim, demand, investigation, or formal or informal inquiry (regardless of whether same is reduced to judgment) or any settlement thereof which arises out of or is based upon your operation of the Franchised Business and exercise of your rights under this Agreement, including without limitation any of the following: (i) your alleged infringement or any other violation or any other alleged violation of any patent, mark or copyright or other proprietary right owned or controlled by third parties; (ii) your alleged violation or breach of any warranty, representation, agreement or obligation in this Agreement; any act, errors or omissions of you or any of your agents, servants, employees, contractors, partners, proprietors, affiliates or representatives; (iii) the inaccuracy, lack of authenticity or nondisclosure of any information by you to any customer of the Franchised Business; (iv) any services or goods provided by you or any affiliated or non-affiliated participating entity, or any failure to pay for the same; (v) any action arising from an allegation of a violation of labor or employment law; (vi) any action by any customer of the Franchised Business, and, any damage to the property of you or us, our or your agents or employees, or any third person, firm or corporation, whether or not such losses, claims, costs, expenses, damages, or liabilities were actually or allegedly caused in part through the active or passive negligence of us or you or any of us or your respective agents or employees, or resulted from any strict liability imposed on us or you or any of our or your respective agents or employees. As between us and you, you are solely responsible for the safety and well-being of your employees and the customers of the Franchised Business.

(b) For the purpose of this Section, the term "losses and expenses" shall be deemed to include all losses, compensatory, exemplary or punitive damages, fines, charges, costs, expenses, lost profits, attorneys' fees, experts' fees, court costs, settlement amounts, judgments, compensation for damages to our reputation and goodwill, costs of or resulting from delays, financing, costs of advertising

material and media time/space, and costs of changing, substituting or replacing same, and any and all expenses of recall refunds, compensation, public notices and other such amounts incurred in connection with the matters described.

(c) You agree to give us written notice of any such action, suit, proceeding, claim, demand, investigation or inquiry that could be the basis for a claim for indemnification by any Indemnitees within three (3) days of your actual or constructive knowledge of it. We may elect to undertake the defense and/or settlement of any such action, suit, proceeding, claim, demand, inquiry or investigation, provided that we will seek your advice and counsel, and shall keep you informed, with regard to any such proposed or contemplated settlement(s). Such an undertaking by us shall in no manner or form diminish your obligation to indemnify us and to hold us harmless. Alternatively, we may make arrangements with you for your defense and/or settlement of such matter and you shall pay all costs thereof and shall provide full indemnification to us with respect to any judgment or settlement as provided in Section 30(a).

(d) In order to protect persons or property, or its reputation or goodwill, or the reputation or goodwill of others, we may, as we deem appropriate, at any time and without notice, offer, order, consent or agree to settlements or take such other remedial or corrective actions as we deem expedient with respect to the action, suit, proceeding, claim, demand, inquiry, or investigation if, in our sole judgment, there are reasonable grounds to believe that:

(i) any of the acts or circumstances enumerated in this Section have occurred, or

(ii) any act, error, or omission of you may result directly or indirectly in damage, injury or harm to any person or property.

(e) All losses and expenses incurred under this Section shall be chargeable to and paid by you pursuant to your obligations of indemnity under this Section regardless of any actions, activity or defense undertaken by us or the subsequent success or failure of such actions, activity or defense. Indemnitees do not assume any liability whatsoever for acts, errors, or omissions of those with whom you may contract, regardless of the purpose. You shall hold harmless and indemnify Indemnitees for all losses and expenses which may arise out of any acts, errors or omissions of these parties. Under no circumstances shall Indemnitees be required or obligated to seek recovery from third parties or otherwise mitigate their losses in order to maintain a claim against you. You agree that the failure to pursue such recovery or mitigate loss will in no way reduce the amounts recoverable by Indemnitees from you.

(f) Specifically excluded from the indemnity you give hereby is any liability associated with us or the other Indemnitees' gross negligence, willful misconduct or criminal acts (except to the extent that joint liability is involved, in which event the indemnification provided herein shall extend to any finding of comparative or contributory negligence attributable to you).

31. Independent Contractor.

(a) You understand and agree that, under this Agreement, you are and shall be an independent contractor of us. No employee of yours shall be deemed to be an employee of ours. Nothing in this Agreement shall be construed so as to create a partnership, joint venture, agency, employment or fiduciary relationship of any kind. You shall not, without our prior written approval, have any power to obligate us for any expenses, liabilities or other obligations, other than as is specifically provided for in this Agreement. We shall not have the power to hire or fire or control your employees and, except as herein expressly provided, we may not control or have access to your funds or the expenditure thereof, or in any other way exercise dominion or control over the Franchised Business. You expressly agree, and will never contend otherwise, that our authority under this Agreement to certify certain of your employees

for qualification to perform certain functions for your Franchised Business does not directly or indirectly vest in us the power to hire, fire or control any such employee. It is further understood that you will have sole responsibility for your employees and all acts of your employees, and all employment-related decisions involving wages, benefits, hours of work, scheduling, hiring, firing, discipline, supervision, record keeping, withholding income tax, social security contributions, Medicare contributions, unemployment fund contributions and all other terms and conditions of employment. You must disclose to each of your employees in writing, in a form approved by us in advance, that we are not a "joint employer" of the Franchisee's employees and you acknowledge that we do not control your personnel policies, including establishing wage and hour requirements, hiring, firing, setting wages, disciplining, supervising and record keeping of your employees. You will file your own tax, regulatory and payroll reports with respect to your employees or agents and operations, saving and indemnifying us of and from any liability of any nature whatsoever by virtue of it.

(b) It is expressly understood and agreed that neither you nor any employee of yours whose compensation for services is paid by you may, in any way, directly or indirectly, expressly or by implication, be construed to be an employee of ours for any purpose, most particularly with respect to any mandated or other insurance coverage, tax or contributions, or requirements pertaining to withholdings, levied or fixed by any city, state or federal government agency.

(c) You acknowledge and agree, and will never contend otherwise, that you alone will exercise day-to-day control over all operations, activities and elements of the Franchised Business and that under no circumstance shall we do so or be deemed to do so. You further acknowledge and agree, and will never contend otherwise, that the various requirements, restrictions, prohibitions, specifications and procedures of the FlyFoe System which you are required to comply with under this Agreement, whether set forth in our Manuals or otherwise, do not directly or indirectly constitute, suggest, infer or imply that we control any aspect or element of the day-to-day operations of your Franchised Business, which you alone control, but only constitute standards you must adhere to when exercising your control of the day-to-day operations of your Franchised Business.

(d) **YOU SHALL CONSPICUOUSLY IDENTIFY YOURSELF IN ALL DEALINGS WITH YOUR CLIENTS, CONTRACTORS, SUPPLIERS, PUBLIC OFFICIALS AND OTHERS, AS AN INDEPENDENT FRANCHISEE OF OURS, AND SHALL PLACE SUCH NOTICE OF INDEPENDENT OWNERSHIP ON ALL FORMS, BUSINESS CARDS, STATIONERY, ADVERTISING, SIGNS AND OTHER MATERIALS AND IN SUCH FASHION AS WE MAY, IN OUR SOLE AND EXCLUSIVE DISCRETION, SPECIFY AND REQUIRE FROM TIME TO TIME, IN OUR MANUALS (AS SAME MAY BE AMENDED FROM TIME TO TIME) OR OTHERWISE.**

(e) **EXCEPT AS OTHERWISE EXPRESSLY AUTHORIZED BY THIS AGREEMENT, NEITHER PARTY HERETO WILL MAKE ANY EXPRESS OR IMPLIED AGREEMENTS, WARRANTIES, GUARANTEES OR REPRESENTATIONS OR INCUR ANY DEBT IN THE NAME OF OR ON BEHALF OF THE OTHER PARTY, OR REPRESENT THAT THE RELATIONSHIP BETWEEN FRANCHISOR AND FRANCHISEE IS OTHER THAN THAT OF FRANCHISOR AND FRANCHISEE. WE DO NOT ASSUME ANY LIABILITY, AND WILL NOT BE DEEMED LIABLE, FOR ANY AGREEMENTS, REPRESENTATIONS, OR WARRANTIES MADE BY YOU WHICH ARE NOT EXPRESSLY AUTHORIZED UNDER THIS AGREEMENT, NOR WILL WE BE OBLIGATED FOR DAMAGES TO ANY PERSON OR PROPERTY WHICH DIRECTLY OR INDIRECTLY ARISE FROM OR RELATE TO THE OPERATION OF THE FRANCHISED BUSINESS.**

32. Franchisor's Withholding of Consent - Franchisee's Exclusive Remedy.

Whenever this Agreement requires our approval or consent, you shall make a timely written request to us and such approval shall be obtained in writing. In no event shall you be entitled to make, nor shall you make, any claim, and you hereby waive any claim for money damages, nor shall you claim any money damages, by way of set-off, counterclaim or defense, based upon any claim or assertion by you that we have unreasonably withheld or unreasonably delayed any consent or approval to a proposed act by you under any of the terms of this Agreement. Your sole remedy for any such claim shall be an arbitration proceeding to enforce any such provisions.

33. Enforcement Costs and Expenses.

You shall pay us on demand any and all costs and expenses we incur in enforcing the terms of this Agreement, including, but not limited to, our overhead costs and our expenses for our staff's time and efforts to obtain overdue reports and/or payments or to address and/or resolve defaults; costs and commissions due a collection agency; attorneys' fees; and our administrative costs. If a claim for amounts owed by you to us or any of our affiliates is asserted in any legal proceeding or if we are required to enforce this Agreement in a judicial or arbitration proceeding and we prevail, you must reimburse us for our costs and expenses, including court costs, arbitration and arbitrator costs, expert witness fees, discovery costs, and reasonable accounting and attorneys' fees and costs on appeal together with interest charges on all of the foregoing whether incurred prior to, in preparation for, or in contemplation of the filing of any such proceeding. All such costs and expenses shall be prorated to properly reflect any partial prevailing in the proceeding, as determined by the arbitrator or the court. Your duty to pay all of the above costs and expenses shall survive the termination or expiration of this Agreement.

34. Cross-Default.

Any default by you of any other agreement between you and us shall be deemed a default under this Agreement, and any default by you under this Agreement shall be deemed a default under any and all other agreements between you and us. If the nature of such default under any other agreement would have permitted us to terminate this Agreement had said default occurred hereunder, we shall have the right to terminate this Agreement and all of the other agreements between you and us in the same manner as provided herein for termination of this Agreement.

35. Damages and Waiver of Jury Trial.

(a) The parties waive, to the extent permitted by law, any claim for punitive or exemplary damages against each other, regardless of each parties' respective right to such damages under the choice of law provision herein except with regard to claims involving our Marks and our Confidential Information. Only claims, controversies or disputes involving you and no claims for or on behalf of any other franchisee, franchisor or supplier may be brought by you hereunder. Furthermore, you and we each irrevocably waive our right to a trial by jury in any action, proceeding or counterclaim, whether at law or in equity, brought by either party. You and we acknowledge that this waiver of jury trial rights provides the parties with the mutual benefit of uniform interpretation of this Agreement and resolution of any dispute arising out of this Agreement and any aspect of the parties' relationship. You and we further acknowledge the sufficiency and receipt of mutual consideration for such benefit.

(b) Any claim for lost earnings or profits by you shall be limited to a maximum amount equal

to the net profits of the Franchised Business for the prior year as shown on your federal income tax return.

(c) You and we further agree that, in addition to such other damages awarded, if this Agreement is terminated because of your default, you shall be liable to us for a lump sum amount equal to the net present value of the Royalties and Advertising Fund Fees that would have become due following termination of this Agreement for one (1) year following termination of this Agreement. Royalties and Advertising Fund Fees for purposes of this Section shall be calculated based on the Franchised Business' average monthly Gross Sales for the twelve (12) months preceding the termination date. If you have not operated your Franchised Business for at least twelve (12) months preceding the termination date, Royalty Fees and Advertising Fund Fees will be calculated based on the average monthly Gross Sales of all FlyFoe franchised businesses during our last fiscal year. This fee is in addition to, and not in lieu of any other damages we sustain as a result of the termination.

36. Step-in Rights

(a) If a material default under this Agreement occurs and remains uncured, or is not subject to cure, or if your actions jeopardize the integrity of the Licensed Marks or FlyFoe System, then you authorize us or our designee to operate the Franchised Business for as long as, in our reasonable judgment, it is necessary or practical. You acknowledge that this right to step-in is necessary to preserve the value and integrity of the Licensed Marks and FlyFoe System. Even if we exercise this right to step in, you agree that we do not lose or waive a right to exercise any other rights or remedies which we may have legally under this Agreement. Among the reasons we may act under these step-in rights are:

(i) We reasonably determine that you are unable to operate the Franchised Business because you are absent or incapacitated because of illness, accident, or injury;

(ii) You have not paid your monetary obligations to us or others when they are due;

(iii) You have not removed non-consensual liens or encumbrances which have been placed against the Franchised Business; or

(iv) We determine that material operational problems require that we operate the Franchised Business for a period of time.

(b) During a step-in period, we will maintain in a separate account, all Gross Consumer Sales of the Franchised Business. From that account we will pay all expenses of the Franchised Business, which will include the Continuing Royalty and Minimum Royalty Fees, other fees due pursuant to this Agreement, all Marketing Fund contributions or payments, and reasonable compensation and expenses for our representatives. If these step-in rights are exercised, you agree to hold us harmless and hold harmless our representatives for all actions or omissions which occur during the course of the temporary operation. You agree to pay our reasonable attorneys' fees and costs which might arise from the exercise of these step-in rights. Nothing in this Section will prevent us from exercising any other rights which we may have under this Agreement, including the right to terminate the Agreement.

37. Variations on the Standard.

We reserve the right to materially vary the terms and standards of eligibility, including financial terms and conditions, for any franchisee, including you, based upon the peculiarities of a particular area, including density of population, business potential, population of trade area, existing business practices, or any other conditions which we determine to have or to potentially have a significant effect on the successful operation of such franchisee's business. Variations from standard specifications and practices

granted to other franchisees shall not under any circumstances be cause to require us to grant to you a like or similar variation hereunder, either now or in the future.

38. Entire Agreement; Modification

This Agreement and the Addenda and Exhibits constitute the entire Agreement between the parties with respect to its subject matter, and this Agreement supersedes all prior and contemporaneous oral and/or written agreements between the parties. No officer, employee or other servant or agent of ours or yours is authorized to make any representation, warranty or other promise not contained in this Agreement. You understand and agree that we shall not be liable for or bound by any oral representations or commitments made prior to the execution of this Agreement or for claims of negligent or fraudulent misrepresentation. No change, modification, termination or attempted waiver of any of the provisions of this Agreement shall be binding upon us or you unless in writing and signed by an authorized officer of both you and us. No implied covenant of good faith and fair dealing shall be used to alter the express terms of this Agreement. Nothing in this Agreement is intended to disclaim the representations we have made in the Franchise Disclosure Document which we furnished to you.

39. Miscellaneous.

(a) All provisions of this Agreement are severable and this Agreement shall be interpreted and enforced as if all invalid or unenforceable provisions were not contained herein and all partially valid and enforceable provisions shall be interpreted and enforced to the extent they are intelligible, valid and enforceable.

(b) If any applicable and binding law or rule of any jurisdiction requires a greater prior notice of the termination of, or refusal to renew, this Agreement than is required hereunder, the prior notice or other action required by such law or rule shall be substituted for the notice requirements hereof. Such modifications to this Agreement shall be effective only in such jurisdiction and this Agreement shall otherwise be enforced as originally made and entered into in all other jurisdictions.

(c) No waiver by us or by you of any covenant or condition or the breach of any covenant or condition of this Agreement to be kept or performed by the other party shall constitute a waiver by the waiving party of any subsequent breach of such covenant or condition, or authorize the breach or non-observance on any other occasion of the same or any other covenant or condition of this Agreement. Subsequent acceptance by us of any payments due to us hereunder shall not be deemed to be a waiver by us of any preceding breach by you of any terms, covenants or conditions of this Agreement. Any conditional waiver granted by us shall be subject to our continuing review, may subsequently be revoked for any reason effective upon your receipt of ten (10) days prior written notice to that effect, and shall be without prejudice to any other rights we may have.

(d) You shall not, on grounds of an alleged non-performance by us of any of our obligations or for any other reason, withhold payment of any amount due pursuant to the terms of this Agreement. No endorsement or statement on any check or payment of any sum less than the full sum due to us shall be construed as an acknowledgement of payment in full or an accord and satisfaction, and we may accept and cash such check or payment without prejudice to its right to recover the balance due or pursue any other remedy provided herein or by law. We may apply any payments made by you against any past due indebtedness of yours as we may see fit. We may set off against any sums payable to you hereunder any unpaid debts due from you to us.

(e) The rights and remedies of the parties hereunder are cumulative and no exercise or

enforcement by a party of any right or remedy hereunder shall preclude the exercise or enforcement by that party of any other right or remedy herein contained, or to which it is entitled by law.

(f) The headings of the sections hereof are for convenience only and do not modify, define, limit, expand or construe the contents of such sections.

(g) You agree and acknowledge that you have not been induced to enter into this Agreement in reliance upon, nor as a result of, any statements, representations, warranties, conditions, covenants, promises, or inducements whatsoever, whether oral or written, and whether directly related to the contents hereof or collateral hereto, made by us, our officers, members, managers, directors, shareholders, agents, employees or contractors which are not contained within this Agreement.

(h) Any notice, request, demand, approval, consent or other communication which the parties hereto may be required or permitted to give to the other party shall be in writing and may be served either personally or by prepaid certified mail or by overnight delivery paid for by sender, and sent to us and to you at our respective addresses as set forth on page one (1) of this Agreement, or to such other address as either party shall have designated by notice in writing to the other. Any such communication is conclusively deemed to have been given or made on the day upon which it is delivered, or, if mailed then on the third (3rd) business day following the date of mailing, or, if by overnight delivery, the day after being sent.

(i) Neither party hereto shall be liable for any loss or damage due to any delay in the performance of the terms hereof (except for the payment of money which shall not be delayed) by reason of strikes, lockouts and other labor troubles, fires, riots, wars, embargos and commotion, or acts of God. Any such delay shall extend performance only so long as such event is in progress.

(j) In all respects, time shall be of the essence hereof.

(k) The provisions hereof shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, successors and assigns unless otherwise specifically restricted by the terms of this Agreement.

(l) You and we agree that if this Agreement contains any errors or omissions that each will sign corrective documents as needed.

(m) You acknowledge and agree that exchanging information with us by electronic transmission ("e-mail") is efficient and desirable for day-to-day communications and that we and you may utilize e-mail for such communications. You authorize the transmission of e-mail by us and our employees, vendors, and Affiliates ("Official Senders") to you during the Term and any renewal thereof. You further agree that: (a) Official Senders are authorized to send e-mails to those of your employees as you may occasionally authorize for the purpose of communicating with us; (b) you will cause your officers, directors, members, managers, and employees to give their consent to Official Senders' transmission of e-mails to them; (c) you will require such persons not to opt out or otherwise ask to no longer receive e-mails from Official Senders during the time that such person works for or is affiliated with you; and (d) you will not opt out or otherwise ask to no longer receive e-mails from Official Senders during the Term and any renewal thereof. The consent given in this Subsection will not apply to the provision of notices by either party under this Agreement pursuant to Subsection 39(h) unless the parties otherwise agree in a written document signed by both parties.

(n) Whenever we reserve or are deemed to have reserved discretion in a particular area or where we agree or are deemed to be required to exercise our rights reasonably or in good faith, we will

satisfy our obligations whenever we exercise Reasonable Business Judgment in making our decision or exercising our rights. Our decisions or actions will be deemed to be the result of Reasonable Business Judgment, even if other reasonable or even arguably preferable alternatives are available, if our decision or action is intended, in whole or significant part, to promote or benefit the FlyFoe System generally even if the decision or action also promotes our financial or other individual interest. Examples of items that will promote or benefit the FlyFoe System include without limitation enhancing the value of the Licensed Marks, improving customer service and satisfaction, improving service or product quality, improving uniformity, enhancing or encouraging modernization and improving the competitive position of the System. We are not required to consider any of your or any other franchisee's particular economic or other circumstances when exercising our Reasonable Business Judgment. Decisions we make using our Reasonable Business Judgment will not affect all franchisees equally, and some may be benefited while others are not. Neither you nor any third party (including without limitation an arbitrator or a court of competent jurisdiction), shall substitute its judgment for our Reasonable Business Judgment.

(o) This Agreement has been negotiated in the English language and the rules of construction and definitions of the English language will be applied in interpreting this Agreement. You represent that you, your owners, and office personnel are fluent in English and have consulted with legal counsel to the extent necessary to understand the provisions of this Agreement. The English language version of this Agreement will be the official and binding Agreement between the parties. All notices and communications required or permitted under this Agreement, including without limitation all meetings, mediations, arbitration and litigation, will be conducted and written in the English language. In addition, we will provide all services and materials under this Agreement, including without limitations the Manuals and all training programs, seminars, conventions, programs and meetings, in the English language and will not have a duty to provide any translation or interpreter services for any of your personnel. You will be solely responsible for the cost of any related translation or interpreter services.

(p) If you consist of more than one person, your liability under this Agreement shall be joint and several.

40. Acknowledgements.

(a) No representation has been made by us (or any employee, agent or salesperson thereof) and relied upon by you as to the future or past income, expenses, sales, volume or potential profitability, earnings or income of the Franchised Business, or any other franchised business, other than the information provided in our Franchise Disclosure Document.

(b) Prior to the execution of this Agreement, you have had the opportunity to contact all of our existing franchisees.

(c) You have had the opportunity to independently investigate, analyze and construe both the business opportunity being offered hereunder, and the terms and provisions of this Agreement, utilizing the services of counsel, accountants or other advisors (if you so elect).

(d) No representation or statement has been made by us (or any employee, agent or salesperson thereof) and relied upon by you regarding the anticipated income, earnings, and growth of us or the FlyFoe System, or the viability of the business opportunity being offered hereunder.

(e) We have certain rights reserved to us to own and operate franchised businesses; to franchise other franchised businesses; and, to otherwise use the FlyFoe System, Licensed Marks, know-how, techniques and procedures, including (without limitation) those expressly set forth in Section 1 of this Agreement.

(f) You acknowledge that you have received a complete copy of this Agreement, with all Attachments, Addenda and Exhibits referenced in this Agreement, and other related Agreements, if any, at least seven (7) days prior to the date on which this Agreement was executed. You further acknowledge that you received our Franchise Disclosure Document at least fourteen (14) days prior to the date on which this Agreement was executed by you.

(g) No representation or statement has been made by us (or any employee, agent or salesperson thereof) and relied upon by you regarding your ability to procure any required license or permit that may be necessary to the offering of one or more of the services contemplated to be offered by the Franchised Business.

(h) You affirm and agree that we may sell our assets, our Licensed Marks, or our FlyFoe System outright to a third party; may go public; may engage in a private placement of some or all of our securities; may merge, acquire other corporations, or be acquired by another corporation; may undertake a refinancing, recapitalization, leveraged buyout or other economic or financial restructuring; and, with regard to any or all of the above sales, assignments and dispositions, you expressly and specifically waive any claims, demands or damages arising from or related to the loss of said Licensed Marks (or any variation thereof) and/or the loss of association with or identification of "FlyFoe, LLC" as franchisor hereunder.

(i) You have been advised to consult with your own advisors with respect to the legal, financial and other aspects of this Agreement, the Franchised Business, and the prospects for that Franchised Business. You have either consulted with such advisors or have deliberately declined to do so.

(j) The covenants not to compete set forth in this Agreement are fair and reasonable, and will not impose any undue hardship on you, since you have other considerable skills, experience and education which afford you the opportunity to derive income from other endeavors.

(k) You affirm that all information set forth in any and all applications, financial statements and submissions to us is true, complete and accurate in all respects, with you expressly acknowledging that we are relying upon the truthfulness, completeness and accuracy of such information.

(l) You specifically acknowledge that the only financial performance information we furnish is set forth in Item 19 of our franchise disclosure document; that no officer, director, employee, agent, representative or independent contractor of ours is authorized to furnish you with any other financial performance information; that, if they nevertheless do, you will not rely on any such financial performance information given to you by any such individual; and, that if any such individual attempts to or actually does give you any such financial performance information in contravention of this provision, you will immediately communicate such activity to us. For the purpose of this Agreement, “financial performance information” means information given, whether orally, in writing or visually which states, suggests or infers a specific level or range of historic or prospective sales, expenses and/or profits of franchised or non-franchised businesses.

(m) You have carefully considered the nature and extent of the restrictions upon you set forth in this Agreement (including, without limitation, the covenants not to compete and the restrictions on assignment) and the rights and remedies conferred upon you and us under this Agreement. You acknowledge such restrictions, rights and remedies: (a) are reasonable, including, but not limited to, their term and geographic scope; (b) are designed to preclude competition which would be unfair to you and us; (c) are fully required to protect your and our legitimate business interests; and, (d) do not confer

benefits upon you or us that are disproportionate to your detriment.

41. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

42. Effective Date.

This Agreement shall not be effective until accepted by us as evidenced by signing by an authorized Officer of Franchisor.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the day and year first above written.

ATTEST:

FlyFoe, LLC

By:_____
Mark Kushinsky CEO/Managing Member

Franchisee:

_____
By:_____
Title: _____

Franchisee:

_____
By:_____
Title:_____

FRANCHISE AGREEMENT ADDENDUM A

FRANCHISE AGREEMENT

DATED_____

BETWEEN FLYFOE, LLC.

AND

_____

Licensed Marks: a) Word Mark: FlyFoe

b) Composite Mark:

FRANCHISE AGREEMENT ADDENDUM B

FRANCHISE AGREEMENT

DATED_____

BETWEEN FLYFOE, LLC

AND

_____

The "Territory" shall be defined as follows:

The Territory shall include the geographical area of the following zip codes as of_____, 20__;

An official map denoting boundaries will be used for geographical borders. Should the geographical borders of this area change in any way, it will have no effect on the current territory. Homes on the Territory side of roads that are bordering this Territory shall be included within this Territory. Franchisor has the final say in any Territory Dispute.

The “Targeted Household Numbers” applicable to the Territory for purposes of calculating Minimum Royalties is:

FRANCHISE AGREEMENT ADDENDUM C

FORM OF
End User License Agreement for FlyFoe Software

END-USER LICENSE AGREEMENT (“Agreement” or “EULA”) FOR FlyFoe SOFTWARE

IMPORTANT-READ CAREFULLY: This EULA is a legal agreement between you (either an individual or a single entity) and FlyFoe, LLC (FlyFoe) which includes computer software, the associated media, any printed materials, and any "online" or electronic documentation. If you do not agree to the terms of this EULA, FlyFoe is unwilling to license the SOFTWARE to you. In such event, you may not use or copy the SOFTWARE, and you should promptly contact FlyFoe for instructions on returning the SOFTWARE.

SOFTWARE LICENSE

The SOFTWARE is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The SOFTWARE is licensed, not sold.

1. GRANT OF LICENSE. This EULA grants you the following rights:

- Software Access and Use. You may only access and use the SOFTWARE through assigned logins. A login may only be used by the assigned user, and every user must have a unique login. Only registered and approved users may access and use the SOFTWARE, if they have signed an appropriate Non-Disclosure and Confidentiality Agreement. You must pay FlyFoe’s license fees for access to the SOFTWARE, and be current with your FlyFoe invoices for ongoing access to the SOFTWARE.

2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.

- Limitations on Reverse Engineering, Decompilation and Disassembly. You may not reverse engineer, decompile, or disassemble the SOFTWARE, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

- Rental. You may not rent, lease, or lend the SOFTWARE or access to the SOFTWARE.

- Software Transfer. You are not allowed to transfer the SOFTWARE or access to the SOFTWARE.

- Termination. Without prejudice to any other rights, FlyFoe may terminate your right to use the SOFTWARE under this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must destroy all copies of materials related to the SOFTWARE.

3. COPYRIGHT.

All title and copyrights in and to the SOFTWARE (including but not limited to any images, photographs, animations, video, audio, music, text and "applets" incorporated into the SOFTWARE), and any accompanying printed or digital materials, are owned by FlyFoe You may not copy the printed or digital materials accompanying the SOFTWARE. All rights not specifically granted under this EULA are reserved by FlyFoe.

4. SOFTWARE ACCESS.

You may access the SOFTWARE through a web browser and an internet connection. You may not use other mediums. You may not loan, rent, lease, or otherwise transfer access to the SOFTWARE.

5. EXPORT RESTRICTIONS.

You agree that neither you nor your customers intend to or will, directly or indirectly, export or transmit the SOFTWARE or related documentation or technical data to any country to which such export or transmission is restricted by any applicable U.S. regulation or statute, without the prior written consent, if required, of the Bureau of Export Administration of the U.S. Department of Commerce, or such other governmental entity as may have jurisdiction over such export or transmission.

6. LIMITED PRODUCT WARRANTY.

FlyFoe warrants that the SOFTWARE will be free from material problems. FlyFoe will use commercially reasonable efforts in attempting to fix any material problems that you report to FlyFoe regarding the SOFTWARE. If we do not fix those problems within a reasonable time after you report those problems, our only obligation is to refund any license fees you have paid specifically for the software from 60 days prior to reporting of the problem.

7. DISCLAIMER.

The warranty and remedies set forth in Section 6 above are exclusive and in lieu of all others, oral or written, expressed or implied. Neither FlyFoe nor any dealer, agent or employee is authorized to make any modifications or additions to this warranty.

EXCEPT AS STATED IN SECTION 6 OF THIS AGREEMENT, FLYFOE DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO THIS SOFTWARE, ITS QUALITY, PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT. EXCEPT AS STATED IN SECTION 6, YOU, THE LICENSEE, ARE ASSUMING THE ENTIRE RISK AS TO THE SOFTWARE'S QUALITY AND PERFORMANCE.

8. LIMITED LIABILITY.

In no event will FlyFoe be liable for indirect, special, incidental or consequential damages arising out of the use or inability to use the SOFTWARE or DATA, even if advised of the possibility of such damages. In no event will our liability exceed the license fees that you have paid for the SOFTWARE. In addition, FlyFoe shall have no liability for any DATA stored or processed with this SOFTWARE, including the costs of recovering such data.

Some states do not allow the exclusion of implied warranties or liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.

9. LAW AND JURISDICTION.

This Agreement is governed by the laws of the Commonwealth of Massachusetts, excluding its conflict of laws rules, and any action arising from or relating to this Agreement may only be brought in Massachusetts. You agree to submit to the jurisdiction of courts of Massachusetts.

ATTEST:

FlyFoe, LLC

_____

Witness_____

By:_____

Title: _____

ATTEST:

Franchisee

_____

Witness_____

By:_____

Title:_____

FRANCHISE AGREEMENT ADDENDUM D

FRANCHISE COMPLIANCE QUESTIONNAIRE

As you prepare to enter into a Franchise Agreement with **FlyFoe, LLC ("FlyFoe")**, it is important to determine whether any statements or promises were made to you, either orally or in writing, which were not authorized by **FlyFoe** and which may be untrue, inaccurate or misleading.

Please provide honest and complete responses to each of the following:

1. Have you received and personally reviewed our Franchise Agreement and all its attachments? Yes ___ No ___

2. Do you understand all of the information contained in our Franchise Agreement and all its attachments? Yes ___ No ___

If your answer is No, please state which parts of the Franchise Agreement or its attachments you do not understand. Attach additional pages if necessary.

_____
_____
_____
_____

3. Have you received and personally reviewed the Franchise Agreement which you are to sign, with all its blanks completed? Yes ____ No ___

If your answer is Yes, please state what date this completed Franchise Agreement was received: _____

4. Have you received and personally reviewed our Franchise Disclosure Document (FDD)? Yes ____ No ___

Please state the date you received the FDD: _____

Did you sign a receipt for the FDD confirming the date you received it? Yes ____ No ___

5. Do you understand all of the information contained in the FDD, including any attachments? Yes ____ No ___

If your answer is No, please state which parts of the FDD or its attachments you do not understand. Attach additional pages if necessary.

_____
_____
_____
_____

6. Did you have an opportunity to review FlyFoe's Operation Manual and live data via their Cloud System? Yes ____ No ___

7. Have you had the opportunity to discuss the benefits and risks associated with purchasing a **FlyFoe** franchise with an attorney, accountant or other professional advisor? Yes ____ No ___

Do you understand those risks? Yes ____ No ___

8. Do you understand that the success or failure of your **FlyFoe** franchise will depend in large part upon your skills and abilities, the competition, and general business and economic factors such as inflation, interest rates and cost of labor? Yes ____ No ___

9. Do you understand that any training, support, guidance or tools we provide to you as part of the **FlyFoe** franchise are for the purpose of protecting the **FlyFoe** brand and trademarks and to assist you in the operation of your business and not for the purpose of controlling or in any way intended to exercise or exert control over your decisions or day-to-day operations of your business, including your sole responsibility for the hiring, wages and other compensation (including benefits), training, supervision and termination of your employees and all other employment and employee related matters? Yes ____ No ___

If No, please comment:_____
_____
_____

CONSIDER THE FOLLOWING QUESTIONS IN REGARD TO INFORMATION PROVIDED DIRECTLY FROM FRANCHISOR OR ITS REPRESENTATIVES (NOT ITS FRANCHISEES):

10. Has any employee, broker or other person representing **FlyFoe** made any statements or promises concerning the revenues, profits or operating costs of a **FlyFoe** franchise that contradicts any information in the FDD? Yes ____ No ___

11. Has any employee, broker or other person representing **FlyFoe** made any statements or promises concerning the amount of money you may earn in the operating of a **FlyFoe** franchise that contradicts any information in the FDD?

Yes ____ No ___

12. Has any employee, broker or other person representing **FlyFoe** made any statements or promises concerning the likelihood of success that you should or might expect to achieve from operating a **FlyFoe** franchise that contradicts any information in the FDD? Yes ____ No ___

13. Has any employee, broker or other person representing **FlyFoe** made any statements or promises concerning the advertising, marketing, training or support service or assistance that we will furnish to you that contradicts any information in the FDD? Yes ____ No ___

14. Has any employee, broker or other person representing **FlyFoe** made any statements or promises concerning the costs you may incur in starting or operating the **FlyFoe** franchise that contradicts any information in the FDD? Yes ____ No ___

15. Has any employee, broker or other person representing **FlyFoe** made any statements or promises or agreements relating to the **FlyFoe** franchise that contradicts any information in the FDD? Yes ____ No ___

If you have answered Yes to any of the questions numbered 8 through 13 above, please provide a full explanation ***for each.*** Attach additional pages if necessary.

_____
_____
_____
_____
_____

16. I will sign the Franchise Agreement and Addendum (if any) on _____, _____, and acknowledge that no Agreement or Addendum is effective until signed and dated by **FlyFoe**.

Your answers are important to us and we will rely on them; by signing this Questionnaire, you are representing that you have responded truthfully to all of the above questions.

Date: _____Prospective Franchisee: _____

FRANCHISE AGREEMENT ADDENDUM E

GUARANTY AGREEMENT

This guaranty agreement is entered into on this _____ day of _____, 20__, between

_____ of _____("Guarantor")

and FlyFoe, LLC of Boston, Massachusetts ("Franchisor")

WHEREAS:

A. Franchisor and _____("Franchisee") have entered into a Franchise Agreement dated _____.

B. Guarantor is a shareholder, director, officer, member, owner and/or partner of Franchisee.

C. In consideration of and as an inducement to Franchisor to enter into the Franchise Agreement with Franchisee, Guarantor hereby covenants and agrees as follows:

1. Guarantor warrants that the facts contained in Recital A and B are correct;

2. Guarantor has read the terms and conditions of the Franchise Agreement;

3. Guarantor personally and unconditionally makes all the covenants, representations and agreements of Franchisee set forth in the Franchise Agreement and that Franchisee is obligated to perform thereunder;

4. Guarantor personally, unconditionally and irrevocably guarantees to Franchisor and its successors and assigns that all of Franchisee's obligations, undertakings, agreements and covenants set forth in the Franchise Agreement will be punctually paid and performed during the term of the Franchise Agreement and thereafter, as applicable;

5. Guarantor unconditionally and irrevocably agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Franchise Agreement entered into by the Franchisee;

6. Upon default by Franchisee or notice from Franchisor, Guarantor will immediately make each payment and perform each obligation required of Franchisee under the Franchise Agreement;

7. Without affecting the obligations of any Guarantor under this Guaranty Agreement, Franchisor may, without notice to Guarantor, waive, renew, extend, modify, amend or release any indebtedness or obligation of Franchisee or any Guarantor, or settle, adjust or compromise any claims against Franchisee or any Guarantor;

8. Guarantor waives all demands and notices of every kind with respect to enforcement of this Guaranty Agreement, including, without limitation, notice of presentment, demand for payment or performance by Franchisee, any default by Franchisee or any Guarantor, and any release of any Guarantor or other security for the Franchise Agreement or the obligations of Franchisee;

9. Franchisor may pursue its rights against any Guarantor without first exhausting its remedies against Franchisee and without joining any other Guarantor hereto and no delay on the part of Franchisor in the exercise of any right or remedy shall operate as a waiver of such right or remedy, and no single or partial exercise of such right or remedy shall preclude the further exercise of such right or remedy;

10. Upon receipt by Franchisor of notice of the death of Guarantor, the estate of the deceased Guarantor shall be bound by the foregoing Guaranty Agreement, but only for defaults and obligations under the Franchise Agreement existing at the time of death; the obligations of all other Guarantors shall continue in full force and effect;

11. This Guaranty Agreement will continue and is irrevocable during the term of the Franchise Agreement and, if required by the Franchise Agreement, after its termination or expiration;

12. Guarantor's obligations under this Guaranty Agreement are effective on the Effective Date of the Franchise Agreement, regardless of the actual date of signature;

13. This Guaranty Agreement is governed by Massachusetts law and Guarantor irrevocably submits to the jurisdiction and venue of the courts of Massachusetts;

14. If Franchisor is required to enforce this Guaranty Agreement in any judicial or arbitration proceeding or on any appeals, Guarantor must reimburse Franchisor for its enforcement costs. Enforcement costs include reasonable accountants', attorneys', attorney's assistants', arbitrators', and expert witness fees, costs of investigation and proof of facts, court costs, filing fees, other litigation expenses and travel and living expenses, whether incurred prior to, in preparation for, or in contemplation of the filing of any written demand, claim, action, hearing or proceeding to enforce this Guaranty Agreement;

15. Guarantor acknowledges that he or she has obtained independent legal advice before signing this Guaranty Agreement.

IN WITNESS WHEREOF, Guarantor has signed this Guaranty Agreement under seal.

_____
Signature

_____
Print Name

_____
Address

_____

FRANCHISE AGREEMENT ADDENDUM F

TELEPHONE LISTING AGREEMENT

THIS TELEPHONE LISTING AGREEMENT (the "Telephone Listing Agreement") is made and entered into as of the _____ day of _____, 20___ (the "Effective Date"), by and between FlyFoe, LLC, a Massachusetts limited liability company (the "Franchisor"), and _____, a(n) _____ (the "Franchisee").

W I T N E S S E T H:

WHEREAS, Franchisee desires to enter into a Franchise Agreement with Franchisor for a FlyFoe Franchised Business (the "Franchise Agreement"); and

WHEREAS, Franchisor would not enter into the Franchise Agreement without Franchisee's agreement to enter into, comply with, and be bound by all the terms and provisions of this Telephone Listing Agreement;

NOW, THEREFORE, for and in consideration of the foregoing and the mutual promises and covenants contained herein, and in further consideration of the Franchise Agreement and the mutual promises and covenants contained therein, and for other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the parties hereto agree as follows:

1. **DEFINITIONS**

All terms used but not otherwise defined in this Telephone Listing Agreement shall have the meanings set forth in the Franchise Agreement. "Termination" of the Franchise Agreement shall include, but shall not be limited to, the voluntary termination, involuntary termination, or natural expiration thereof.

2. **TRANSFER; APPOINTMENT**

2.1 Interest in Telephone Numbers and Listings. Franchisee has, or will acquire during the term of the Franchise Agreement, certain right, title, and interest in and to those certain telephone numbers and regular, classified, yellow-page, and other telephone directory listings (collectively, the "Numbers and Listings") related to the Franchised Business or the Marks (all of which right, title, and interest is referred to herein as "Franchisee's Interest").

2.2 Transfer. On Termination of the Franchise Agreement, if Franchisor directs Franchisee to do so, Franchisee will immediately direct all telephone companies, telephone directory publishers, and telephone directory listing agencies (collectively, the "Telephone Companies") with which Franchisee has Telephone Numbers and Listings: (i) to transfer all Franchisee's Interest in such Telephone Numbers and Listings to Franchisor; and (ii) to execute such documents and take such actions as may be necessary to effectuate such transfer. In the event Franchisor does not desire to accept any or all such Telephone Numbers and Listings, Franchisee will immediately direct the Telephone Companies to terminate such Telephone Numbers and Listings or will take such other actions with respect to the Telephone Numbers and Listings as Franchisor directs.

2.3 Appointment; Power of Attorney. Franchisee hereby constitutes and appoints Franchisor and any officer or agent of Franchisor, for Franchisor's benefit under the Franchise Agreement and this Telephone Listing Agreement or otherwise, with full power of substitution, as Franchisee's true and lawful attorney-

in-fact with full power and authority in Franchisee's place and stead, and in Franchisee's name or the name of any affiliated person or affiliated company of Franchisee, on Termination of the Franchise Agreement, to take any and all appropriate action and to execute and deliver any and all documents that may be necessary or desirable to accomplish the purposes of this Telephone Listing Agreement. Franchisee further agrees that this appointment constitutes a power coupled with an interest and is irrevocable until Franchisee has satisfied all of its obligations under the Franchise Agreement and any and all other agreements to which Franchisee and any of its affiliates on the one hand, and Franchisor and any of its affiliates on the other, are parties, including, without limitation, this Telephone Listing Agreement. Without limiting the generality of the foregoing, Franchisee hereby grants to Franchisor the power and right to do the following:

2.3.1 Direct the Telephone Companies to transfer all Franchisee's Interest in and to the Telephone Numbers and Listings to Franchisor;

2.3.2 Direct the Telephone Companies to terminate any or all of the Telephone Numbers and Listings; and

2.3.3 Execute the Telephone Companies' standard assignment forms or other documents in order to affect such transfer or termination of Franchisee's Interest.

2.4 Certification of Termination. Franchisee hereby directs the Telephone Companies that they shall accept, as conclusive proof of Termination of the Franchise Agreement, Franchisor's written statement, signed by an officer or agent of Franchisor, that the Franchise Agreement has terminated.

2.5 Cessation of Obligations. After the Telephone Companies have duly transferred all Franchisee's Interest in such Telephone Numbers and Listings to Franchisor, as between Franchisee and Franchisor, Franchisee will have no further Interest in, or obligations under, such Telephone Numbers and Listings. Notwithstanding the foregoing, Franchisee will remain liable to each and all of the Telephone Companies for the sums Franchisee is obligated to pay such Telephone Companies for obligations Franchisee incurred before the date Franchisor duly accepted the transfer of such Interest, or for any other obligations not subject to the Franchise Agreement or this Telephone Listing Agreement.

3. **MISCELLANEOUS**

3.1 Release. Franchisee hereby releases, remises, acquits, and forever discharges each and all of the Telephone Companies and each and all of their parent corporations, subsidiaries, affiliates, directors, officers, members, managers, stockholders, employees, and agents, and the successors and assigns of any of them, from any and all rights, demands, claims, damage, losses, costs, expenses, actions, and causes of action whatsoever, whether in tort or in contract, at law or in equity, known or unknown, contingent or fixed, suspected or unsuspected, arising out of, asserted in, assertable in, or in any way related to this Telephone Listing Agreement.

3.2 Indemnification. Franchisee is solely responsible for all costs and expenses related to Franchisee's performance, Franchisee's nonperformance, and Franchisor's enforcement of this Agreement, which costs and expenses Franchisee will pay Franchisor in full, without defense or setoff, on demand. Franchisee agrees that it will indemnify, defend, and hold harmless Franchisor and its affiliates, and the directors, officers, shareholders, partners, members, managers, employees, agents, and attorneys of Franchisor and its affiliates, and the successors and assigns of any and all of them, from and against, and will reimburse Franchisor and any and all of them for, any and all loss, losses, damage, damages, claims, debts, claims, demands, or obligations that are related to or are based on this Telephone Listing Agreement.

3.3 No Duty. The powers conferred on Franchisor under this Telephone Listing Agreement are solely to protect Franchisor's interests and shall not impose any duty on Franchisor to exercise any such powers. Franchisee expressly agrees that in no event shall Franchisor be obligated to accept the transfer of any or all of Franchisee's Interest in any or all such Telephone Numbers and Listings.

3.4 Further Assurances. Franchisee agrees that at any time after the date hereof, it will perform such acts and execute and deliver such documents as may be necessary to assist in or accomplish the purposes of this Telephone Listing Agreement.

3.5 Successors, Assigns, and Affiliates. All Franchisor's rights and powers, and all Franchisee's obligations, under this Telephone Listing Agreement shall be binding on Franchisee's successors, assigns, and affiliated persons or entities as if they had duly executed this Telephone Listing Agreement.

3.6 Effect on Other Agreements. Except as otherwise provided in this Telephone Listing Agreement, all provisions of the Franchise Agreement and exhibits thereto shall remain in effect as set forth therein.

3.7 Survival. This Telephone Listing Agreement shall survive the Termination of the Franchise Agreement.

3.8 Joint and Several Obligations. All Franchisee's obligations under this Telephone Listing Agreement shall be joint and several

3.9 Governing Law. This Telephone Listing Agreement shall be governed by and construed under the laws of the Commonwealth of Massachusetts, without regard to the application of Massachusetts conflict of law rules.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Telephone Listing Agreement as of the Effective Date.

FLYFOE, LLC

_____ By:_____

Witness: Mark Kushinsky CEO/Managing Member

Date:_____

FRANCHISEE:

_____ By:_____

Witness Franchisee

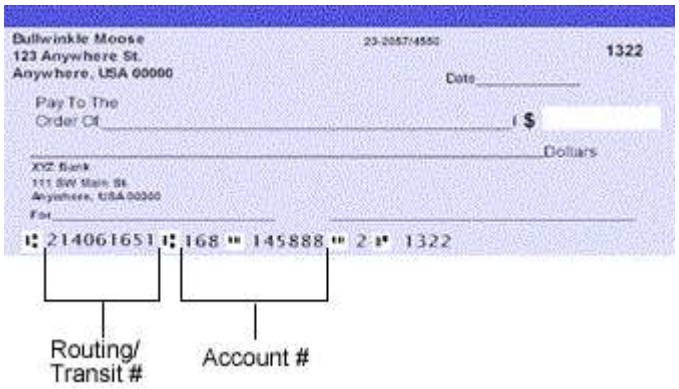
Date:_____

FRANCHISE AGREEMENT ADDENDUM G

FLYFOE, LLC
ELECTRONIC FUNDS TRANSFER (EFT)
AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS

I (We, if joint account) the undersigned hereby authorize **FlyFoe, LLC**, a Massachusetts limited liability company, with principal offices at 77 North Washington Street, 3rd Floor, Boston, MA 02114, to initiate electronic transfer of funds out of my (our) primary Checking or Savings selected below at the Financial Institution indicated, for payment of Royalties or other amounts which I may owe **FlyFoe, LLC**. I (We) acknowledge that the origination of Automated Clearing House (ACH) transactions to my (our) account must comply with the provisions of the United States law. All costs and expenses, including any resulting from the dishonor by my (our) bank of any electronic funds transfer, shall be my (our) sole responsibility. This authorization is irrevocable and shall remain in effect until the termination or expiration of the underlying Franchise Agreement with **FlyFoe, LLC.** If I (we) do not have enough money in my (our) account to cover the transfer or if my (our) Financial Institution for any other reason refuses to honor a transfer, I (we) will separately pay for the charges I (we) owe under my (our) Franchise Agreement with **FlyFoe, LLC.**

ACH Information		
Financial Institution:		
Branch:		
City	State:	Zip:
Routing/Transit Number:		
Account/Bank Number:		



I (we) acknowledge that these funds will be debited on **the last day of each month**, or the closest business day thereafter.

Name(s): _____

Signature: _____Date: _____

Signature: _____Date: _____

Day Phone: ( ) _____ Evening Phones: ( ) _____

Please fill out this form and attach a voided check.

FRANCHISE AGREEMENT ADDENDUM H

PROMISSORY NOTE

$_____ _____, 20___
Boston, Massachusetts

FOR VALUE RECEIVED, the undersigned,_____, a _____("Maker"), promises to pay to the order of FlyFoe, LLC, a Massachusetts limited liability company (herein with its successors and/or assigns, "Payee") at 77 North Washington Street, 3rd Floor, Boston, MA 02114, or at such other place as the Payee or other holder hereof may direct in writing, the aggregate principal sum of _____($_____), together with interest from the date hereof on the unpaid principal amount at the rate(s) hereinafter stated, payable as follows:

1. **Interest**. The unpaid principal amount of this Promissory Note ("Note") from time to time outstanding shall bear interest from the date hereof at the rate of eight percent (8%) per annum. If Maker fails to pay any installment or make any payment on this Note for ten (10) days after the same shall become due, whether by acceleration or otherwise, Payee may, at its option, impose a late charge on the undersigned in an amount equal to five percent (5%) of such installment or payment. If any payment or installment is not made within thirty (30) days after the same shall become due, Payee may, at its option, impose an additional late charge on the undersigned in an amount equal to five percent (5%) of such installment or payment. Such installment or payment shall be subject to an additional five percent (5%) late charge for each additional period of thirty (30) days thereafter that such installment or payment remains past due. The late charge shall apply individually to all installments and payments past due with no daily adjustment and shall be used to defray the costs of Payee incident to collecting such late installment or payment. This provision shall not be deemed to excuse a late installment or payment or be deemed a waiver of any other rights Payee may have, including, but not limited to, the right to declare the entire unpaid balance due under this Note immediately due and payable. In no event shall the rate of interest payable hereunder at any time exceed the highest rate of interest allowed under applicable usury laws.

2. **Principal and Interest Payments**. This Note shall be due and payable by electronic funds transfer in _____ (_____) consecutive monthly installments with the initial installment being due and payable on _____, 20____and the remaining installments being due and payable on the same day of each consecutive month thereafter. The final installment shall be due and payable on _____, 20____ and shall consist of the remaining principal balance of this Note and all unpaid interest accrued thereon. In the event any payment date shall fall due on a Saturday, Sunday or United States banking holiday, payment shall be made on the next succeeding business day, and interest will continue to accrue on the unpaid amount during the interim. All payments of principal and interest are to be made in lawful money of the United States of America in immediately available funds.

3. **Payment Application.** Payments shall be applied first to expenses, costs, and attorney's fees which are payable under this Note, secondly to interest and finally to the reduction of principal; provided, such payments may at the option of Payee or other holder hereof, be applied to the payment of delinquent taxes, installments of special assessments, insurance premiums and/or other legal charges.

4. **The Security**. This Note may be executed and delivered by Maker pursuant to, and is entitled to the benefits of a Security Agreement dated on even date herewith, between Maker and Payee

(the "Security Agreement"). Reference may be made to the Security Agreement for terms and provisions regarding the collateral security for payment of this Note (the "Collateral"), and for all other pertinent purposes.

5. **"Event of Default"** An "Event of Default shall be deemed to have occurred in the event that: (a) any installment of principal or interest due hereunder is not paid after becoming due and payable; or (b) any default by Maker occurs in the performance of the covenants, obligations or other provisions under the Franchise Agreements between Maker and Payee (the "Franchise Agreement(s)"), or any other agreement between Maker (or its affiliates) and Payee; or (c) any representation or warranty of the Maker set forth in the Franchise Agreement(s), or any other agreement between Maker and Payee proves to have been incorrect in any material respect; or (d) Maker becomes subject to any bankruptcy, insolvency or debtor relief proceedings; or (e) Maker fails to comply with or perform any provision of this Note not constituting a default under the previous items of this paragraph and such failure continues for fifteen (15) days after notice thereof to Maker; or (f) a default occurs causing the acceleration of any material obligation of Maker to any other creditors; or (g) any guarantors of the Franchise Agreement(s) revokes or renounces his or other guaranty; or (h) the Franchise Agreement(s) is terminated by Maker or by Payee or is declared terminated in any judicial proceeding.

6. **Default and Remedies**. Upon the occurrence of an Event of Default as defined herein or at any time thereafter, the entire principal and accrued interest of this Note shall become immediately due and payable, without further notice to Maker, at the option of Payee or other holder hereof. Payee or other holder hereof may also exercise any rights and remedies available to it as a secured party under the Security Agreement (if applicable), the Massachusetts Uniform Commercial Code or other applicable law. To the extent permitted by applicable law, all benefits, rights and remedies hereunder shall be deemed cumulative and not exclusive of any other benefit, right or remedy herein. The failure of Payee or other holder hereof to exercise any right or remedy hereunder shall not be deemed to be a release or waiver of any obligation or liability of the Maker.

7. **Obligations Absolute.** All obligations of Maker hereunder are absolute and unconditional, irrespective of any offset or counterclaim of Maker against Payee or other holder hereof. Maker hereby waives the right to claim or enforce any right of offset, counterclaim, recoupment or breach in any action brought to enforce the obligations of Maker under this Note.

8. **Waivers.** Maker and any co-makers, sureties, endorsers and guarantors of this Note hereby jointly and severally waive presentment for payment, notices of non-performance or nonpayment, protest, notice of protest, notice of dishonor, diligence in bringing suit hereon against any party hereto and notice of acceleration Payee reserves the right, in its sole and exclusive discretion, to waive the requirement in Section 2 above that all payments hereunder be due by electronic funds transfer.

9. **Collection Costs; Attorney's Fees**. Maker agrees to pay all expenses and costs of collection, including all reasonable attorney's fees and expenses, court costs, costs of sale and costs of maintenance and repair and similar costs incurred by Payee in connection with the enforcement of this Note, the collection of any amounts payable hereunder, whether by acceleration or otherwise, and/or the sale or other disposition of any Collateral.

10. **Prepayment**. Maker may prepay this Note, in whole or in part, at any time without premium or penalty. Any partial payments shall be applied first to accrued interest and then to principal installments in reverse order of maturity.

11. **Severability.** If any term or provision of this Note or application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Note, or the

application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and shall be valid and enforced to the fullest extent permitted by law.

12. Limitation on Interest. All agreements between Maker and Payee, whether now existing or hereafter arising and whether written or oral, are hereby limited so that in no contingency, whether by reason of demand or acceleration of the maturity hereof or otherwise, shall the interest contracted for charged, or received by Payee, or any subsequent holder hereof, exceed the maximum amount permissible under applicable law. If any interest in excess of the maximum amount of interest allowable by said applicable laws is inadvertently paid to Payee or the holder hereof, at any time, any such excess interest shall be refunded by the holder to the party or parties entitled to the same after receiving notice of payment of such excess interest. All interest paid or agreed to be paid to Payee shall, to the extent permitted by applicable law, be amortized, prorated, allocated, and spread throughout the full period until payment in full of the principal (including the period of any renewal or extension hereof) so that the interest hereon for such full period shall not exceed the maximum amount permitted by applicable law. This paragraph shall control all agreements between Maker and Payee.

13. Notice. All notices pursuant to this Agreement shall be in writing and delivered by certified or registered mail, by reputable commercial delivery service, or by telecopy (with a confirmation copy mailed, postage prepaid). Until changed by written notice to the other party, notices to each party must be addressed as follows:

Notices to Payee: FlyFoe, LLC
77 North Washington Street, 3rd Floor
Boston, Massachusetts 02114

With a copy to: Cummings Franchise Law, P.C.
Two Main Street, Suite 300
Stoneham, MA 02180
Attn: Suzanne C. Cummings, Esq.

Notices to Maker: _____
_____
_____
_____

14. Jurisdiction and Venue. It is hereby agreed that any and all claims, disputes or controversies whatsoever arising from or in connection with this Note, shall be commenced, filed and litigated, if at all, in the judicial district in which Boston, Massachusetts is located, unless the conduct of such litigation is not within the subject matter jurisdiction of the court of such district. The parties waive all questions of personal jurisdiction, convenience of forum and venue for purposes of carrying out this provision.

15. Jury Trial Waiver. **MAKER AND PAYEE IRREVOCABLY WAIVE TRIAL BY JURY, REGARDLESS OF THE FORUM, IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER ARISING FROM, WHETHER DIRECTLY OR INDIRECTLY, THIS NOTE.**

16. Governing Law. In order to effect uniform interpretation of this Note, this Note and all disputes or controversies arising or related hereto shall be interpreted and construed under the laws of the

Commonwealth of Massachusetts. In the event of any conflict of law question, the law of Massachusetts shall prevail, without regard to the application of Massachusetts' conflict of law rules.

17. **Amount Owing.** The records of Payee or other holder of this Note shall be prima facie evidence of the amount owing on this Note.

18. **Release.** In consideration of the credit given to the Maker as evidenced by this Note, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the undersigned, for himself and his agents, employees, representatives, associates, heirs, successors and assigns (collectively the "Franchisee Entities"), does hereby fully and finally release and forever discharge the Payee ("FlyFoe, LLC"), and its officers, shareholders, directors, members, managers, agents, employees, representatives, associates, successors and assigns (collectively, the "FlyFoe Entities") of and from any and all actions and causes of action, suits claims, demands, damages, judgments, accounts, agreements, covenants, debts, levys and executions, including without limitation attorneys' fees, whatsoever, whether known or unknown, liquidated or unliquidated, fixed, contingent, direct or indirect, whether at law or in equity, which the Franchisee Entities, or any one or more of them, have had, now have or may in the future, have against the FlyFoe Entities, or any one or more of them, arising out of, in connection with or relating in any way to that certain franchise agreement between the undersigned and FlyFoe, LLC, dated _____, 20____(the "Franchise Agreement") or any other agreement between the undersigned and FlyFoe, LLC including but not limited to, any actions for fraud or misrepresentation, violation of any franchise laws, violation of any state or federal antitrust or securities laws, or violation of any common law, from the beginning time to the date of this Note; provided, however, specifically excluded from the release provisions of this Note shall be all obligations of FlyFoe, LLC under the Franchise Agreement first accruing on and after the date hereof.

19. **Assignment**. Payee may sell or assign this Note at Payee's sole discretion.

IN WITNESS WHEREOF, Maker has made, executed and delivered this Note effective as of the date first above written.

MAKER: _____
By: _____
Name: _____
Title: _____

SECURITY AGREEMENT

THIS AGREEMENT is made and entered into on _____, 20___ by and between _____("Debtor"), of _____ and FlyFoe, LLC, a Massachusetts limited liability company with its principal place of business at 77 North Washington Street, 3rd Floor, Boston, MA 02114 ("Secured Party").

1. **Definitions**. As used in this Agreement, the following terms shall have the meanings indicated below:

1.1. "Code" shall mean the Uniform Commercial Code of the Commonwealth of Massachusetts, as the same may from time to time be in effect.

1.2. "Collateral" shall mean the following, whether or not owned or existing or hereafter acquired or arising: (a) all of Debtor's accounts, contract rights and general intangibles, including, without limitation, all Franchise Rights; (b) all accounts, revenue and rights to payment arising from Debtor's household maintenance and mosquito and tick control service business; (c) all of Debtor's securities, certificates of deposit and deposit accounts; (d) all of Debtor's goods, fixtures, furniture, vehicles, computer hardware and software, equipment and inventory; (e) all of Debtor's chattel paper, instruments, documents, and other property used or useful in the ownership, maintenance and operation of the business conducted by Debtor pursuant to any agreements between Debtor and Secured Party; and (f) to the extent not otherwise included, all proceeds of any of the foregoing.

1.3. "Franchise Rights" shall mean the following: (a) certain contractual rights granted Secured Party pursuant to the following FlyFoe, LLC Franchise Agreements, including without limitation, any rights to be a franchisee and any value in being a franchisee under those agreements.

(a) Franchisee _____ Name

Date of Franchise Agreement _____ 20____

_____ Address

(b) any other FlyFoe, LLC Franchise Agreement(s) in addition to the Agreement(s) described above; and

(c) any rights to receive certain monies not yet earned that Secured Party may have pursuant to the above agreements between Debtor and Secured Party.

1.4. "Obligations" shall mean any and all liabilities, obligations, and indebtedness of Debtor to Secured Party arsing under or evidenced by the Promissory Note dated _____ _____, 20___, in the original principal amount of _____ _____($_____), the Franchise Agreement(s) described in Section 1.3 herein, or any other agreement between Debtor and Secured Party, and all other liabilities, obligations, and indebtedness of Debtor to Secured Party of every kind and description, now existing or hereafter incurred or arising, matured or unmatured, direct or indirect, absolute or contingent, due or to become due, and any renewals, consolidations and extensions, including any

future advances from Secured Party to Debtor.

1.5. "Proceeds" shall mean with respect to property included in the Collateral: (i) any stock rights, rights to subscribe, liquidating dividends, dividends, stock dividends, dividends paid in stock or cash, new securities, or any other property which Debtor may hereafter become entitled to receive on account of such property; (ii) any proceeds in the form of accounts, collections, contract rights, documents, instruments, chattel paper or general intangibles relating in whole or in part to such property; and (iii) any other property constituting proceeds within the meaning of the Code.

2. **Grant of Security Interest**. To secure the prompt payment and performance of the Obligations, Debtor assigns for collateral purposes and grants to Secured Party a first and priority security interest in the Collateral.

3. **Representations and Warranties**. Debtor warrants and represents that there are no restrictions or prior rights granted in or to the Collateral and agrees not to grant any rights in the Collateral to any party during the term of this Agreement and that the security interest granted herein is and will remain a valid, first, prior and perfected security interest.

4. **Covenants.**

4.1. Debtor agrees to execute and deliver such additional assignments, security agreements, financing statements and chattel mortgages as Secured Party shall reasonably request to render the collateral assignment and security interest granted hereby a valid, first prior and perfected collateral assignment and security interest in the Collateral.

4.2. Debtor shall, at its own cost and expense, maintain satisfactory and complete records of the Collateral and mark its books and records to reflect the collateral assignment and security interest granted hereby.

4.3. Debtor shall not mortgage, assign, pledge, or otherwise encumber any of the Collateral without prior written consent of Secured Party, which shall not be unreasonably withheld.

4.4. Debtor agrees to indemnify and defend Secured Party against any claim of interest or assertions of priority against Secured Party.

5. **Default**. An "Event of Default" shall be deemed to have occurred in the event that: (a) any instalment of principal or interest due hereunder is not paid after becoming due and payable; or (b) any default by Debtor occurs in the performance of the covenants, obligations or other provisions under the Franchise Agreement set forth in Section 1.3 herein (the "Franchise Agreement(s)"), or any other agreement between Debtor (or its affiliates) and Secured Party; or (c) any representation or warranty of Debtor set forth in the Franchise Agreement(s), or any other agreement between Debtor and Secured Party proves to have been incorrect in any material respect; (d) Debtor becomes a subject to any bankruptcy, insolvency or debtor relief proceedings; or (e) Debtor fails to comply with or perform any provisions of the Note or this Agreement not constituting a default under the previous items of this paragraph and such failure continues for fifteen (15) days after notice thereof to Debtor; or (f) a default occurs causing the acceleration of any material obligation of Debtor to any other creditors; or (g) any guarantors of the Franchise Agreement(s) revokes or renounces his or her guaranty; or (h) the Franchise Agreement(s) is terminated by Debtor or Secured Party or is declared terminated in any judicial

proceeding.

6. **Remedies Upon Event of Default**. On an Event of Default, Secured Party, at the Secured Party's option, may declare all obligations secured hereby immediately due and payable, and may proceed to enforce payment of the same, and exercise any and all of the rights and remedies provided by the Code, as well as all other rights and remedies possessed by Secured Party under law. Secured Party may require Debtor to assemble the Collateral and make the Collateral available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties and agree to execute such documents as are necessary to transfer all interest in the Collateral to Secured Party. The expenses of retaking, holding, preparing for sale, selling and the like will include Secured Party's reasonable attorney's fees and legal expenses. If the amount of the Collateral is insufficient to cover any outstanding indebtedness of Debtor to Secured Party pursuant to this Agreement, plus any expenses associated with default thereon, Debtor shall remain liable to Secured Party for any deficiency, in accordance with applicable state law. Debtor agrees to pay all expenses and costs of collection, including reasonable attorney's fees and expenses, court costs, costs of sale and costs of maintenance and repair and similar costs incurred by Secured Party in connection with the enforcement of the Note, the collection of any amounts payable hereunder, whether by acceleration or otherwise, and/or the sale or other disposition of the Collateral. If any notification of any intended disposition of any of the Collateral is required by law, such notification shall be deemed reasonable and properly given if mailed by certified mail, return receipt requested, postage prepaid, or delivered by overnight courier, to the address of Debtor stated in this Security Agreement, at least ten (10) days prior to such disposition.

7. **General Provisions**.

7.1. Notice. All notices pursuant to this Agreement shall be in writing and delivered by certified or registered mail, by reputable commercial delivery service, or by telecopy (with as confirmation copy mailed, postage prepaid). Until changed by written notice to the other party, notices to each party must be addressed as follows:

Notices to Secured Party:	FlyFoe, LLC 77 North Washington Street, 3rd Floor Boston, MA 02114
With a copy to:	Cummings Franchise Law, P.C. Two Main Street, Suite 300 Stoneham, MA 02180 Attn: Suzanne C. Cummings, Esq.
Notices to Debtor:	_____ _____ _____ _____

7.2. Entire Agreement. This Agreement and the documents referred to herein constitute the entire Agreement between Secured Party and Debtor concerning the subject matter hereof and supersede all prior agreements, negotiations, representations, and correspondence concerning the same subject matter.

7.3. Jurisdiction and Venue. It is hereby agreed that any and all claims, disputes, or controversies whatsoever arising from or in connection with this Agreement shall be commenced, filed and litigated in the judicial district in which Boston, Massachusetts is located, unless the conduct of such litigation is not within the subject matter jurisdiction of the court of such district.

The parties waive all questions of personal jurisdiction, convenience of forum, and venue for the purposes of carrying out this provision.

7.4. Jury Trial Waiver. **DEBTOR AND SECURED PARTY IRREVOCABLY WAIVE TRIAL BY JURY, REGARDLESS OF THE FORUM, IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER IN CONNECTION WITH THIS AGREEMENT.**

7.5. Governing Law. In order to effect uniform interpretation of this Agreement, this Agreement and all disputes or controversies arising or related hereto shall be interpreted and construed under the laws of the Commonwealth of Massachusetts. In the event of any conflict of law question, the law of Massachusetts shall prevail, without regard to the application of Massachusetts conflict of law rules.

IN WITNESS HEREOF, the parties have executed this Agreement effective the date and year first written above.

"SECURED PARTY": FlyFoe, LLC

By: _____
Name: _____
Title: _____

"DEBTOR": _____

By: _____
Name: _____
Title: _____

FRANCHISE AGREEMENT ADDENDUM I1

VETFRAN AMENDMENT TO FRANCHISE AGREEMENT

THIS AMENDMENT TO FRANCHISE AGREEMENT (the "Amendment") is made and entered into this _____ day of _____, 20__, by and between FLYFOE, LLC, a Massachusetts limited liability company , with its principal place of business at 77 North Washington Street, 3rd Floor, Boston, Massachusetts (hereinafter "Franchisor"), and _____, a _____ with its _____ at _____ (hereinafter "Franchisee").

WITNESSETH

WHEREAS, Franchisor and Franchisee desire to enter into a Franchise Agreement of even date herewith with respect to the operation of a business which provides on-location residential and commercial mosquito and tick control and other related services (hereinafter "the Franchise Agreement");

WHEREAS, Franchisor and Franchisee have agreed to amend the Franchise Agreement as set forth herein to provide certain discounts to Franchisee based upon Franchisee's (or Franchisee's owner's) status as a United States Veteran as a condition to entering into the Franchise Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. Section 8(a) of the Franchise Agreement is hereby amended by adding the following provision to that Section:

   "Based upon the status of Franchisee, where Franchisee is an individual, or the status of Franchisee's owner where Franchisee is a business entity, as a Veteran of a branch of the United States armed forces, Franchisor hereby reduces Franchisee's Initial Franchise Fee by Three Thousand Dollars ($3,000.00)."

2. Section 8(c) of the Franchise Agreement is hereby amended by adding the following provision to that Section:

   "Based upon the status of Franchisee, where Franchisee is an individual, or the status of Franchisee's owner where Franchisee is a business entity, as a Veteran of a branch of the United States armed forces, Franchisor hereby reduces Franchisee's Continuing Royalty by One Hundred Dollars ($100.00) per month for the Initial Term of the Franchise Agreement."

3. Except as specifically amended above, all other provisions of the Franchise Agreement remain in full force and effect.

4. If there is a conflict between this Amendment and the Franchise Agreement, this Amendment will prevail.

IN WITNESS THEREOF, the parties hereto have executed this Amendment on the day and year first above written.

WITNESS:	FLYFOE, LLC
_____	By:_____ Mark Kushinsky, CEO/Managing Member
WITNESS:	FRANCHISEE
_____	By:_____

FRANCHISE AGREEMENT ADDENDUM I2

LOCAL HERO AMENDMENT TO FRANCHISE AGREEMENT

THIS AMENDMENT TO FRANCHISE AGREEMENT (the "Amendment") is made and entered into this _____ day of _____, 20__, by and between FLYFOE, LLC, a Massachusetts limited liability company , with its principal place of business at 77 North Washington Street, 3rd Floor, Boston, Massachusetts (hereinafter "Franchisor"), and _____, a _____ with its _____ at _____ (hereinafter "Franchisee").

WITNESSETH

WHEREAS, Franchisor and Franchisee desire to enter into a Franchise Agreement of even date herewith with respect to the operation of a business which provides on-location residential and commercial mosquito and tick control and other related services (hereinafter "the Franchise Agreement");

WHEREAS, Franchisor and Franchisee have agreed to amend the Franchise Agreement as set forth herein to provide certain discounts to Franchisee based upon Franchisee's (or Franchisee's owner's) status as a police officers, firefighters, doctors, nurses and paramedics/emergency medical technicians ("Local Hero") as a condition to entering into the Franchise Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. Section 8(a) of the Franchise Agreement is hereby amended by adding the following provision to that Section:

   "Based upon the status of Franchisee, where Franchisee is an individual, or the status of Franchisee's owner where Franchisee is a business entity, as a Local Hero, Franchisor hereby reduces Franchisee's Initial Franchise Fee by Three Thousand Dollars ($3,000.00)."

2. Section 8(c) of the Franchise Agreement is hereby amended by adding the following provision to that Section:

   "Based upon the status of Franchisee, where Franchisee is an individual, or the status of Franchisee's owner where Franchisee is a business entity, as a Local Hero, Franchisor hereby reduces Franchisee's Continuing Royalty by One Hundred Dollars ($100.00) per month for the Initial Term of the Franchise Agreement."

3. Except as specifically amended above, all other provisions of the Franchise Agreement remain in full force and effect.

4. If there is a conflict between this Amendment and the Franchise Agreement, this Amendment will prevail.

IN WITNESS THEREOF, the parties hereto have executed this Amendment on the day and year first above written.

WITNESS:	FLYFOE, LLC
_____	By:_____ Mark Kushinsky, CEO/Managing Member
WITNESS:	FRANCHISEE
_____	By:_____

FRANCHISE AGREEMENT ADDENDUM J

TERRITORY OPTION AMENDMENT TO FRANCHISE AGREEMENT

THIS AMENDMENT TO FRANCHISE AGREEMENT (the "Amendment") is made and entered into this _____ day of _____, 20__, by and between FLYFOE, LLC, a Massachusetts limited liability company, with its principal place of business at 77 North Washington Street, Boston, Massachusetts (hereinafter "We" or "Franchisor"), and _____, a _____ with its _____ at _____ (hereinafter "You" or "Franchisee").

WITNESSETH

WHEREAS, Franchisor and Franchisee desire to enter into a Franchise Agreement of even date herewith with respect to the operation of a business which provides on-location residential and commercial mosquito and tick control and other related services (hereinafter "the Franchise Agreement");

WHEREAS, Franchisor and Franchisee have agreed to amend the Franchise Agreement as set forth herein to provide an additional territory option to Franchisee based upon Franchisee's status as a new franchisee of Franchisor;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. Section 4 of the Franchise Agreement is hereby amended by adding Section 3(e) to that Section as set forth below:

> "4(e) **Territory Option**.
>
> (i) We grant to you an exclusive option ("Option"), exercisable during the eighteen (18) month period immediately following the Effective Date of the Franchise Agreement ("Option Period"), to add some or all of the additional zip codes set forth in Attachment 1 as configured on the Effective Date (the "Option Area") to your Territory. You shall pay to us the sum of _____ Dollars ($_____)("Option Fee") upon execution of this Amendment as consideration for such Option. The Option Fee is deemed fully earned upon payment and is not refundable. The Option Fee is an amount equal to Twenty Percent (20%) of the current purchase price for these additional zip codes.
>
> (ii) In order to exercise the Option, you must: (1) provide written notice to us during the Option Period that you intends to exercise the Option and specify which of the zip codes in Attachment 1 you will be adding to your Territory and (2) pay to us our then current purchase price for those additional zip codes less the amount of your Option Fee.

(iii) Once the Option is exercised, a revised Addendum B shall be provided for the Franchise Agreement setting forth the revised territory to add the additional zip codes purchased by you and the "Qualified Household Number" applicable to your Territory will be increased.

(iv) Anything in this Subsection 4(e) to the contrary notwithstanding, if you elect not, or otherwise fail, to exercise your Option during the Option Period in accordance with Subsection 4(e), your Option granted hereunder shall immediately become void and be of no further force or effect, we shall retain the Option Fee, and, thereafter, we shall have the right to establish or license others to establish FlyFoe businesses within the Option Area without giving you any rights or options to any of the zip codes in the Option Area.

2. Except as specifically amended above, all other provisions of the Franchise Agreement remain in full force and effect.

3. If there is a conflict between this Amendment and the Franchise Agreement, this Amendment will prevail.

IN WITNESS THEREOF, the parties hereto have executed this Amendment on the day and year first above written.

FLYFOE, LLC

By:_____
Mark Kushinsky, CEO

FRANCHISEE

By:_____

EXHIBIT D

SPECIFIC STATE ADDENDA AND RIDERS

ADDENDUM TO FLYFOE, LLC
FRANCHISE DISCLOSURE DOCUMENT

INFORMATION REQUIRED BY
THE STATE OF CALIFORNIA

A. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

B. NO PERSON IN ITEM 2 OF THE FDD IS SUBJECT TO ANY CURRENTLY EFFECTIVE ORDER OF ANY NATIONAL SECURITIES ASSOCIATION OR NATIONAL SECURITIES EXCHANGE, AS DEFINED IN THE SECURITIES EXCHANGE ACT OF 1934, 15 U.S.C.A. 78A ET SEQ., SUSPENDING OR EXPELLING SUCH PERSONS FROM MEMBERSHIP IN SUCH ASSOCIATION OR EXCHANGE.

C. CALIFORNIA BUSINESS AND PROFESSIONS CODE 20000 THROUGH 20043 PROVIDES RIGHTS TO THE FRANCHISEE CONCERNING TERMINATION, TRANSFER OR NON-RENEWAL OF A FRANCHISE. IF THE FRANCHISE AGREEMENT CONTAINS A PROVISION THAT IS INCONSISTENT WITH THE LAW, THE LAW WILL CONTROL."

D. THE FRANCHISE AGREEMENT PROVIDES FOR TERMINATION UPON BANKRUPTCY. THIS PROVISION MAY NOT BE ENFORCEABLE UNDER FEDERAL BANKRUPTCY LAW. (11 U.S.C.A. SEC. 101 ET SEQ.).

E. THE FRANCHISE AGREEMENT CONTAINS A LIQUIDATED DAMAGES CLAUSE. UNDER CALIFORNIA CIVIL CODE SECTION 1671, CERTAIN LIQUIDATED DAMAGES CLAUSES ARE UNENFORCEABLE.

F. THE FRANCHISE AGREEMENT REQUIRES BINDING ARBITRATION. THE ARBITRATION WILL OCCUR IN BOSTON MASSACHUSETTS WITH THE COSTS BEING BORNE BY THE FRANCHISEE. PROSPECTIVE FRANCHISEES ARE ENCOURAGED TO CONSULT PRIVATE LEGAL COUNSEL TO DETERMINE THE APPLICABILITY OF CALIFORNIA AND FEDERAL LAWS (SUCH AS BUSINESS AND PROFESSIONS CODE SECTION 20040.5, CODE OF CIVIL PROCEDURE SECTION 1281, AND THE FEDERAL ARBITRATION ACT) TO ANY PROVISIONS OF A FRANCHISE AGREEMENT RESTRICTING VENUE TO A FORUM OUTSIDE THE STATE OF CALIFORNIA. THIS PROVISION MAY NOT BE ENFORCEABLE UNDER CALIFORNIA LAW.

G. SECTION 31125 OF THE CALIFORNIA CORPORATIONS CODE REQUIRES US TO GIVE YOU A DISCLOSURE DOCUMENT, IN A FORM CONTAINING THE INFORMATION THAT THE COMMISSIONER MAY BY RULE OR ORDER REQUIRE, BEFORE A SOLICITATION OF A PROPOSED MATERIAL MODIFICATION OF AN EXISTING FRANCHISE.

H. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT. ANY COMPLAINTS, CONCERNING THE CONTENTS OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT at www.dbo.ca.gov.

I. THE FRANCHISE AGREEMENT REQUIRES APPLICATION OF THE LAWS OF COMMONWEALTH OF MASSACHUSETTS. THIS PROVISION MAY NOT BE ENFORCEABLE UNDER CALIFORNIA LAW.

J. YOU MUST SIGN A GENERAL RELEASE OF CLAIMS IF YOU RENEW OR TRANSFER YOUR FRANCHISE. CALIFORNIA CORPORATIONS CODE SECTION 31512 VOIDS A WAIVER OF YOUR RIGHTS UNDER THE FRANCHISE INVESTMENT LAW (CALIFORNIA CORPORATIONS CODE SECTIONS 31000 THROUGH 31516). BUSINESS AND PROFESSIONS CODE SECTION 20010 VOIDS A WAIVER OF YOUR RIGHTS UNDER THE FRANCHISE RELATIONS ACT (BUSINESS AND PROFESSIONS CODE SECTIONS 20000 THROUGH 20043).

In recognition of the California Franchise Investment Law, Cal. Bus. & Prof Code § 31000, et seq., and the California Franchise Relations Act, Cal. Corp. Code § 20000, et seq., the Franchise Disclosure Document for FlyFoe, LLC offering franchises under the "FlyFoe" mark for use in the State of California shall be amended as follows:

1. Item 17, "Renewal, Termination, Transfer and Dispute Resolution" shall be amended by adding the following disclosure:

   If you execute a general release, in a form prescribed by the Franchisor, of any and all claims against the Franchisor and its affiliates, and their respective officers, directors, agents, and employees, the release must exclude such claims that you may have that have arisen under the California Franchise Investment Law or the California Franchise Relations Act.

2. Item 17, "Renewal, Termination, Transfer and Dispute Resolution", shall be amended by adding the following disclosure:

   The California Franchise Relations Act provides to franchisees additional rights concerning non-renewal. Notice of intention by the Franchisor not to renew a franchise agreement must be given at least 180 days prior to the expiration of the franchise agreement. In the event that any of the provisions of a franchise agreement conflict with the statute, the conflicting provisions will be considered invalid.

3. Item 17, "Renewal, Termination, Transfer and Dispute Resolution" shall be amended by adding the following disclosure:

   The California Franchise Relations Act provides to franchisees additional rights concerning termination. A franchise may be terminated only for good cause, and franchisees must be given notice of default and a reasonable opportunity to cure defects (except for certain defects, as specified in the statute, which require no notice or cure). In the event that any of the provisions of a franchise agreement conflict with the statute, the conflicting provisions will be considered invalid.

4. Item 17, "Renewal, Termination, Transfer and Dispute Resolution" shall be amended by adding the following disclosure:

   Covenants not to compete upon termination or expiration of the Franchise Agreement are not enforceable under California Law, except in limited circumstances. The Franchisor does not know whether the foregoing covenants are enforceable under California Law.

AMENDMENT TO FLYFOE, LLC
FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF CALIFORNIA

In recognition of the California Franchise Investment Law, Cal. Bus. & Prof. Code § 31000 et seq., and the California Franchise Relations Act, Cal. Corp. Code § 20000 et seq., the parties to the attached Franchise Agreement (the "Agreement") agree as follows:

1. Sub-Section 20 (d) (7) of the Agreement, under the heading "Assignment by Franchisee" shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in lieu thereof:

> You shall execute a general release under seal, in a form satisfactory to us, of any and all claims against us and our officers, directors, shareholders and employees, in their corporate and individual capacities, including, without limitation, claims arising under federal, state and local laws, rules and ordinances. California Corporations Code §31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code §§31000 through 31516). Business and Professions Code §20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code §§20000 through 20043).

2. A new Sub-Section 16(e) of the Agreement, under the sub-heading "Termination in California" shall be added, as follows:

> To the extent that the provision of this Paragraph 15 regarding termination are inconsistent with the requirements of the California Franchise Relations Act, the termination provisions are superseded by the Act's requirements and shall have no force or effect.

3. A new Sub-Section 25(m) of the Agreement, under the sub-heading "Application of Covenants in California" shall be added as follows:

> This Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

4. A new Sub-Section 29(l) of the Agreement shall be added as follows:

> The Agreement requires binding arbitration in Massachusetts. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Amendment to the Franchise Agreement in duplicate on the day and year first above written.

ATTEST: FlyFoe, LLC

_____ By:_____
Witness Franchisor

ATTEST:

_____ By:_____
Witness Franchisee

ATTEST:

_____ By: _____
Witness Franchisee

NOTICE REQUIRED UNDER HAWAIIAN FRANCHISE LAW

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

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

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

ADDENDUM TO FLYFOE, LLC
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF ILLINOIS

Franchise Disclosure Document for FlyFoe, LLC for use in the State of Illinois shall be amended as follows:

Based on Section 15 of the Illinois Franchise Disclosure Act of 1987 and Section 200.508 of the Administrative Rules and Regulations, the Illinois Attorney General's office is imposing a deferral of initial fees based on Franchisor's financial condition requiring that until such time as there is a change in Franchisor's financial condition, Item 5 is amended as follows: All initial fees paid shall be deferred until all initial pre-obligations owed to you by us have been completed and you have commenced doing business.

Item 7 is amended as follows: All initial fees paid shall be deferred until all initial pre-opening obligations owed to you by us have been completed and you have commenced doing business.

Illinois law governs the agreements between the parties to this franchise.

Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.

Section 41 of the Illinois Franchise Disclosure Act provides that any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

Your rights upon termination and non-renewal of a franchise agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

In additional to the opening advertising and marketing funds, in each calendar year after the first calendar year that your franchised business is open for business, you must spend a minimum of the greater of (a) $35,000 or (b) 5% of gross sales, on local marketing, advertising, and promotion in such manner as Franchise may, in its sole discretion, direct in the Operations Manual or otherwise in writing from time to time. If it is determined that you have not spent the required amounts, Franchisor may require you to pay such unexpended amounts into the National Marketing Fund.

Franchisee may be required to attend a National Convention and to pay all expenses incurred in connection with attending the event. Franchisor charges a $100 per month National Convention Fee paid via EFT which it may or may not, in its sole discretion, credit back to Franchisee if Franchisee attends the National Convention and stays at recommended Convention Hotel.

AMENDMENT TO FLYFOE, LLC
FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF ILLINOIS

FlyFoe, LLC Franchise Agreement for use in the State of Illinois shall be amended as follows:

Based on Section 15 of the Illinois Franchise Disclosure Act of 1987 and Section 200.508 of the Administrative Rules and Regulations, the Illinois Attorney General's office is imposing a deferral of initial fees based on Franchisor's financial condition requiring that until such time as there is a change in Franchisor's financial condition, Section 7 is amended as follows: All initial fees paid shall be deferred until all initial pre-obligations owed to you by us have been completed and you have commenced doing business.

Illinois law governs the agreements between the parties to this franchise.

Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.

Section 41 of the Illinois Franchise Disclosure Act provides that any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

Your rights upon termination and non-renewal of a franchise agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

In additional to the opening advertising and marketing funds, in each calendar year after the first calendar year that your franchised business is open for business, you must spend a minimum of the greater of (a) $35,000 or (b) 5% of gross sales, on local marketing, advertising, and promotion in such manner as Franchise may, in its sole discretion, direct in the Operations Manual or otherwise in writing from time to time. If it is determined that you have not spent the required amounts, Franchisor may require you to pay such unexpended amounts into the National Marketing Fund.

Franchisee may be required to attend a National Convention and to pay all expenses incurred in connection with attending the event. Franchisor charges a $100 per month National Convention Fee paid via EFT which it may or may not, in its sole discretion, credit back to Franchisee if Franchisee attends the National Convention and stays at recommended Convention Hotel.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Amendment to the Franchise Agreement in duplicate on the day and year first above written.

ATTEST: FlyFoe, LLC

_____ By:_____
Witness Franchisor

ATTEST:

_____ By:_____
Witness Franchisee

ATTEST:

_____ By:_____
Witness Franchisee

ADDENDUM TO FLYFOE, LLC
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF INDIANA

In recognition of the Indiana Franchise Law, Title 23, Article 2, Chapter 2.5 Sections 1 through 51, the Franchise Disclosure Document for FlyFoe, LLC offering franchises under the "FLYFOE" mark for use in the State of Indiana shall be amended as follows:

1. Item 17(c), pertaining to "Requirements for you to Renew or Extend" your Franchise Agreement, is hereby amended by adding the following paragraph:

"Indiana State Code 23-2-2.7-1(5) deems it unlawful for you to prospectively assent to a release, assignment, novation, waiver or estoppel which purports to relieve FLYFOE from liability imposed by Indiana State Code 23-2-2.7.

2. Item 17(m) pertaining to requirements for approval of transfer, is hereby amended by adding the following:

"Indiana State Code 23-2-2.7-1(5) deems it unlawful for you to prospectively assent to a release, assignment, novation, waiver or estoppel which purports to relieve FLYFOE from liability imposed by Indiana State Code 23-2-2.7.

3. Item 17(r), pertaining to the post-termination non-competition covenants, is hereby amended by adding the following paragraph:

"The post-termination covenant not to compete complies with Indiana State Code 23-2-2.7-1(9) which prohibits FLYFOE from prohibiting you from competing for a period longer than 3 years or in an area greater than the exclusive area contained in your agreement."

4. Item 17(t), pertaining to the integration/merger clause, is hereby amended by adding the following paragraph:

"Notwithstanding anything to the contrary contained in your agreement, you do not waive any right under the Indiana statutes with regard to prior representations made in the Indiana Franchise Disclosure Document."

5. Item 17(v), pertaining to the choice of forum, is hereby amended by adding the following paragraph:

"Choice of forum in any jurisdiction other than Indiana is prohibited under IC 23-2-2.7-1(10). FLYFOE may not require that you agree to participate in any form of alternative dispute resolution other than arbitration before an independent arbitrator."

6. Item 17(w), pertaining to the choice of law, is hereby amended by adding the following paragraph:

"The choice of Massachusetts law shall be subject to the superceding provisions in Indiana's Franchise Acts, IC 23-2-2.5 and 2.7."

AMENDMENT TO FLYFOE, LLC
FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF INDIANA

In recognition of Indiana Deceptive Franchise Practices Law, §§ IC 23-2-2.7. the parties to the attached FLYFOE Franchise Agreement (the "Agreement") agree as follows:

1. Section 30 of the Agreement, under the heading "Indemnification", shall be supplemented by the addition of the following sentence:

"In no event shall this indemnification apply to liability caused by your proper reliance on or use of procedures or materials provided by FLYFOE or because of FLYFOE's negligence."

2. Section 25 of the Agreement, under the heading "Covenants of Non-Disclosure, Non-Solicitation and Non-Competition", Section 29 of the Agreement, under the heading "Binding Arbitration", Section 35 of the Agreement, under the heading "Damages and Waiver of Jury Trial", and Addendum E of this Agreement "Guaranty Agreement" shall each be supplemented by the addition of the following paragraph:

"The reservation of rights by FLYFOE to injunctive relief and specific damages or limitations on the remedies available to either party without benefit of appropriate process is prohibited under IC 23-2-2.7-1(10). You cannot be required to recognize the adequacy or inadequacy of any remedy. The waiver or release of any rights with regard to the Agreement is prohibited under IC 23-2-2.7-1(5)."

3. Section 3 of the Agreement, under the heading "Term" and Section 20 of the Agreement, under the heading "Assignment by Franchisee", shall be supplemented by the addition of the following sentence:

"You cannot be required to prospectively assent to a release, assignment, novation, waiver or estoppel which purports to relieve FLYFOE from liability under Indiana Code 23-2-2.7."

4. Section 39 of the Agreement, under the heading "Miscellaneous", shall be supplemented by the addition of the following sentence:

"Notwithstanding anything to the contrary in this provision, you do not waive any right under the Indiana statutes with regard to prior representations made in the Indiana Franchise Disclosure Document."

5. Section 29 of the Agreement, under the heading "Binding Arbitration", shall be supplemented by the addition of the following paragraph:

"Notwithstanding anything to the contrary in this provision, venue for any cause of action brought under this Agreement shall be in Indiana pursuant to IC 23-2-2.7-1(10). Notwithstanding anything to the contrary in this provision, the choice of law for any cause of action brought under this Agreement shall be subject to any superceding provisions contained in Indiana's Franchise Acts, IC 23-2-2.5 and 2.7. You shall be permitted to bring actions arising under IC 23-2-2.5 at any time within 3 years from the date of violation pursuant to IC 23-2-2.7-7."

IN WITNESS WHEREOF, the parties intending to be bound legally have fully executed, sealed and delivered this Amendment to the Agreement as of the day and year contained in the Agreement.

ATTEST: FlyFoe, LLC

_____ By:_____
Witness Franchisor

ATTEST:

_____ By:_____
Witness Franchisee

ATTEST:

_____ By: _____
Witness Franchisee

ADDENDUM TO FLYFOE, LLC
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF MARYLAND

In recognition of the MARYLAND Franchise Registration and Disclosure Law, as amended, the Franchise Disclosure Document for FLYFOE, LLC for use in the State of MARYLAND shall be amended as follows:

Risk Notices:

The franchisor is at an early stage of development and has limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.

You must make minimum royalty or advertising fund payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.

The franchisor's financial condition, as reflected in its financial statements (see item 21), calls into question the franchisor's financial ability to provide services and support to you.

(1) Item 5 of this Disclosure Document is modified as follows: All initial fees and payments shall be deferred until such time as the Franchisor completes its initial obligations under the Franchise Agreement.

(2) Item 17 of this Disclosure Document is modified to state that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the award of the franchise.

(3) Item 17 of this Disclosure Document is modified to state that provisions allowing termination on bankruptcy may not be enforceable under federal bankruptcy law (11U.S.C. 101 et seq.).

(4) Item 17 of this Disclosure Document, in the summary column of part (c), is modified to state that the general release required as a condition of renewal will not apply to any claim arising under the Maryland Franchise Registration and Disclosure Law.

(5) Item 17 of this Disclosure Document, in the summary column of part (m), is modified to state that the general release required as a condition of transfer will not apply to any claim arising under the Maryland Franchise Registration and Disclosure Law.

(6) Item 17 of this Disclosure Document, in the summary column of part (v), is modified to state that the franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

AMENDMENT TO FLYFOE, LLC
FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF MARYLAND

The Franchise Agreement between _____ ("Franchisee") and FLYFOE, LLC, a Massachusetts limited liability company ("Franchisor"), dated _____ (the "Franchise Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of this Agreement (this "Amendment"):

MARYLAND LAW MODIFICATIONS

1. All initial fees and payments shall be deferred until such time as the Franchisor's completes its initial obligations under the Franchise Agreement.

2. The Maryland Securities Division requires that certain provisions contained in franchise documents be amended to be consistent with Maryland law, including the Maryland Franchise Registration and Disclosure Law. To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. The Franchise Agreement requires the Franchisee to execute a general release as a condition of renewal. The Franchise Agreement is amended to state that the general release required as a condition of renewal shall exclude claims arising under the Maryland Franchise Registration and Disclosure Law. The general release required as a condition of renewal shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

b. The Franchise Agreement requires the Franchisee to execute a general release as a condition of assignment/transfer. The Franchise Agreement is amended to state that the general release required as a condition of assignment/transfer shall exclude claims arising under the Maryland Franchise Registration and Disclosure Law. The general release required as a condition of assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

c. The Franchise Agreement requires the Franchisee to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Law, or a rule or order under the Law. The Franchise Agreement is amended to state that such acknowledgements shall be void with respect to claims under the Law and such representations are not intended to nor shall they act **as** a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

d. The Franchise Agreement requires arbitration to be conducted in the Commonwealth of Massachusetts. The Franchise Agreement is amended to state that the requirement for dispute resolution to be conducted in a forum other than the State of Maryland shall not be interpreted to limit any rights Franchisee may have to bring suit in the state of Maryland. A Franchisee may file an action in Maryland for claims arising

under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise.

e. The Franchise Agreement requires the Franchisee to disclaim the occurrence and/or acknowledge the non-occurrence of acts that would constitute **a** violation of the Law as a condition of the sale of a franchise. Maryland Franchise Registration and Disclosure Law prohibits a Franchisor from requiring a prospective franchisee to assent to any release, estoppel or waiver of liability as a condition of purchasing a franchise. The Franchise Agreement is amended to state that such representations are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

f. The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.)

3. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law, with respect to each such provision, are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Franchise Agreement on this _____ day of _____, 20__.

ATTEST: FlyFoe, LLC

_____ By:_____
Witness Franchisor

ATTEST:

_____ By:_____
Witness Franchisee

ATTEST:

_____ By: _____
Witness Franchisee

ADDENDUM TO FLYFOE, LLC
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF MINNESOTA

Franchise Disclosure Document for FlyFoe, LLC for use in the State of Minnesota shall be amended as follows:

Cover Page:

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

THIS DISCLOSURE DOCUMENT AND THE FRANCHISE AGREEMENT ARE SUBJECT TO THE MINNESOTA FRANCHISE ACT.

1. Item 13, Trademarks, shall be amended by the addition of the following paragraph:

   "In compliance with Minn. Stat. ' 80C.14, Subd. 1(g), FLYFOE will protect your right to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name."

2. Item 17, Renewal, Termination, Transfer and Dispute Resolution, the following language shall be amended by adding the following:

   "Minnesota Franchise Act, Minn. Stat. ' 80C.21, and Minn. Rule 2860.4400(J) prohibit FLYFOE from requiring arbitration and litigation to be conducted outside Minnesota. In addition, nothing in this Disclosure Document or Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, including specifically Chapter 80C.17, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction."

3. Item 17, Renewal, Termination, Transfer and Dispute Resolution, shall be amended by the addition of the following paragraphs at the conclusion of the Item 17:

"You will execute a general release, in a form prescribed by FLYFOE, of any and all claims against FLYFOE, its affiliates, and their respective officers, directors, agents and employees, excluding only such claims as you may have that has arisen under the Minnesota Franchise Act or the Rules and Regulations promulgated thereunder by the Commissioner of Commerce."

"Notwithstanding the foregoing, your rights regarding renewal may be determined by applicable provisions of the Minnesota Franchise Act, Minn. Stat. ' 80C.14, and Minnesota Rule ' 2860.4400(M)."

"The transferor's execution of a general release under seal, in a form satisfactory to FLYFOE, of any claims against FLYFOE and its officers, directors, shareholders and employees, in their corporation and individual capacities, excluding only such claims as you may have that have arisen under the Minnesota Franchise Act or the Rules and Regulations promulgated thereunder by the Commissioner of Commerce."

"To the extent that the above provisions regarding termination are inconsistent with the requirements of the Minnesota Franchise Act, Minn. Stat. ' 80C.14 and Minn. Rules 2860.4400(E) and (F) (which, among other things, grant you the right, in most circumstances, to at least 90 days' prior written notice of termination, with 60 days to cure, and reason thereof, which must, in any case, be for good cause), the above termination provisions will be superseded by the Act's requirements and will have no force or effect."

AMENDMENT TO FLYFOE, LLC
FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF MINNESOTA

In recognition of the requirements of the Minnesota Franchise Act, Minnesota Statutes, ' ' 80C.01 - 80C.22, and the Rules and Regulations promulgated pursuant thereto by the Commissioner of Commerce, the parties to the attached FlyFoe, LLC Franchise Agreement (the "Agreement") agree as follows:

1. Section 3 of the Agreement, under the heading "Term", shall be supplemented by the addition of a new final paragraph as follows:

> "Notwithstanding the foregoing, your rights regarding renewal may be determined by applicable provisions of the Minnesota Franchise Act, Minn. Stat. ' 80C.14 and Minn. Rules ' 2860.4400(M)."

2. Section 15 of the Agreement entitled "Licensed Marks and Proprietary Information" shall be supplemented by the addition of the following language:

> "Franchisor will protect your right to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name."

3. Section 20(c)(7) of the Agreement under the heading "Assignment by Franchisee", shall be supplemented by the addition of the following language at the end of the paragraph:

> “excluding only such claims as you may have that have arisen under the Minnesota Franchise Act or the Rules and Regulations promulgated thereunder by the Commissioner of Commerce."

4. Section 16 of the Agreement under the heading "Termination of the Franchise", shall be supplemented by the following new subparagraph 15 (e) entitled "Termination Rights under Minnesota Law:

> "Minnesota law provides you with certain termination, non-renewal and transfer rights. Minn Stat. ' 80C.14, subdivisions 3, 4, and 5 require, except in certain specified cases, that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice of non-renewal of this Agreement, and that consent to transfer of the franchise may not be unreasonably withheld."

5. Section 29 of the Agreement entitled "Binding Arbitration" shall be supplemented by the addition of two final paragraphs as follows:

> "With respect to franchises governed by Minnesota law, Franchisor will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require except in certain specified cases, that you be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the Franchise Agreement."
>
> "Minnesota Franchise Act, Minn. Stat. ' 80C.21, and Minn. Rule 2860.4400(J) prohibit Franchisor from requiring arbitration or litigation to be conducted outside Minnesota. In

addition, nothing in this Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction. This includes Section 80C.17, subd. 5, which provides that no action may be commenced pursuant to this section more than 3 years after the cause of action accrues."

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Amendment to the Franchise Agreement in duplicate on the day and year first above written.

ATTEST: FlyFoe, LLC

_____ By:_____
Witness Franchisor

ATTEST:

_____ By:_____
Witness Franchisee

ATTEST:

_____ By: _____
Witness Franchisee

ADDENDUM TO FLYFOE, LLC
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF NEW YORK

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is added at the end of Item 3:

> Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:
>
> A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.
>
> B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.
>
> C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil
> action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of Item 4:

Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular: (a)
filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership.

4. The following is added to the end of Item 5:

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

5. The following is added to the end of the "Summary" sections of Item 17(c), titled "**Requirements for franchisee to renew or extend**," and Item 17(m), entitled "**Conditions for franchisor approval of transfer"**:

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

6. The following language replaces the "Summary" section of Item 17(d), titled **"Termination by franchisee"**:

You may terminate the agreement on any grounds available by law.

7. The following is added to the end of the "Summary" section of Item 17(j), titled "**Assignment of contract by franchisor"**:

> However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor's obligations under the Franchise Agreement.

8. The following is added to the end of the "Summary" sections of Item 17(v), titled "**Choice of forum"**, and Item 17(w), titled "**Choice of law"**:

> The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General
> Business Law of the State of New York

THIS NEW YORK ADDENDUM APPLIES ONLY TO FRANCHISEES WHO ARE RESIDENTS OF NEW YORK OR LOCATE THEIR FRANCHISES IN NEW YORK.

ADDENDUM TO THE
FLYFOE, LLC
NORTH DAKOTA DISCLOSURE DOCUMENT

1. Item 5 of the Disclosure Document "Initial Fee" is amended by the addition of the following paragraph:

"All initial fees and payments shall be deferred until such time as the franchisor has fulfilled its initial pre-opening obligations and the franchisee is open for business."

2. The Summary column of Item 17 paragraph (c) of this Disclosure Document is modified to read as follows:

"Give us at least 90 days notice of your intention to renew, sign our current form of franchise agreement and ancillary agreements, sign a release (except for matters coming under the North Dakota Franchise Investment Law (the "North Dakota Law")."

3. The Summary column of Item 17 Paragraph (i) of this Disclosure Document is modified by adding the following at the end of the sentence:

"Any requirement that you must consent to termination or liquidated damages may not be enforceable under North Dakota Franchise Investment Law."

4. The Summary column of Item 17 Paragraph (r) of this Disclosure Document is modified by adding the following at the end of the sentence:

"Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota."

5. The Summary column of Item 17 paragraph (u) of this Disclosure Document is amended by adding the following at the end of the paragraph:

"except that matters coming under the North Dakota Law will be submitted to arbitration in a mutually agreeable location."

6. The Summary column of Item 17 paragraph (v) of this Disclosure Document is amended to read as follows:

Except for matters coming under the North Dakota Law, litigation and arbitration must be in Massachusetts.

7. The Summary column of Item 17 paragraph (w) of this Disclosure Document is amended to read as follows:

"The law of North Dakota governs."

AMENDMENT TO
FLYFOE, LLC
FRANCHISE AGREEMENT
FOR USE IN NORTH DAKOTA

This Rider is entered into this _____, 20___ (the **"Effective Date"**), between FLYFOE, LLC, a Massachusetts corporation, with its principal business address at 77 North Washington Street, Boston MA 02114 (**"we," "us," "our"** or **"Franchisor"**), and _____, whose principal address is _____
(referred to in this Rider as **"you," "your"** or **"Franchisee"**) and amends the Franchise Agreement between the parties dated as of the Effective Date (the **"Agreement"**).

1. **Precedence and Defined Terms.** This Rider is an integral part of, and is incorporated into, the Agreement. Nevertheless, this Rider supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Agreement.

2. **Deferral of Initial Fee**. The following sentence is added to the end of Section 7(a): "Notwithstanding the foregoing, the Director of the North Dakota Securities Department requires us to defer payment of the initial franchise fee and other initial payments owed by you to us until we have completed our pre-opening obligations under this Agreement and the franchisee is open for business."

3. **Grant of Successor Franchise.** You are not required to sign a general release as to any matters coming under the North Dakota Franchise Investment Law (the "North Dakota Law").

4. **Post-Term Competitive Restrictions.** Post-effective Covenants not to compete, such as those mentioned in Section 25, are generally unenforceable in the State of North Dakota.

5. **Jurisdiction.** All matters coming under the North Dakota Law may be brought in the courts of North Dakota.

6. **Waiver of Punitive Damages.** The first sentence in Section 35 of the Agreement is deleted in its entirety.

7. **Limitation of Claims.** The statute of limitations under North Dakota Law applies to all matters coming under North Dakota Law.

8. **Governing Law.** This Agreement will be governed by North Dakota Law.

9. **Waiver of Jury Trial.** The last 3 sentences in Section 35 of the Agreement are deleted in their entirety.

10. **Arbitration.** All matters being arbitrated under North Dakota Law may be brought in a location agreeable to both the Franchisor and the Franchisee. Intending to be bound, you and we sign and deliver this Rider in 2 counterparts effective on the Agreement Date, regardless of the actual date of signature.

11. **Liquidated Damages.** Franchisee's consent to termination or liquidated damages, such as those mentioned in Section 35, is generally unenforceable under North Dakota Law.

ATTEST: FlyFoe, LLC

_____ By:_____
Witness Franchisor

ATTEST:

_____ By:_____
Witness Franchisee

ATTEST:

_____ By: _____
Witness Franchisee

ADDENDUM TO FLYFOE, LLC
FRANCHISE DISCLOSURE DOCUMENT

INFORMATION REQUIRED BY
THE STATE OF RHODE ISLAND

In recognition of the Rhode Island Franchise Investment Act, as amended, the Franchise Disclosure Document for FlyFoe, LLC for use in the State of Rhode Island shall be amended as follows:

1. Item 17, "Renewal, Termination, Transfer and Dispute Resolution" shall be amended by the addition of the following paragraph:

> "If you are a franchisee in Rhode Island, then the choice of law and venue provisions of your Franchise Agreement will not be enforceable."

AMENDMENT TO FLYFOE, LLC
FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF RHODE ISLAND

In recognition of the Rhode Island Franchise Investment Act, as amended, the parties to the attached FlyFoe, LLC Franchise Agreement (the "Agreement") agree as follows:

1. Section 29 of the Agreement, under the heading "Binding Arbitration", shall be amended to add the following:

> "Provided that the Rhode Island Franchise Investment Act or a successor law should void a choice of law provision enforcing the laws of a jurisdiction other than Rhode Island or void a venue provision which restricts jurisdiction outside of Rhode Island, then all references to choice of law and/or venue shall read "Rhode Island."

IN WITNESS WHEREOF, the parties intending to be bound legally, have fully executed, sealed and delivered this Amendment to the Agreement as of the day and year contained in the Agreement.

ATTEST: FlyFoe, LLC

_____ By:_____
Witness Franchisor

ATTEST:

_____ By:_____
Witness Franchisee

ATTEST:

_____ By: _____
Witness Franchisee

ADDENDUM TO THE
FLYFOE LLC
SOUTH DAKOTA DISCLOSURE DOCUMENT

1. Pursuant to South Dakota Codified Laws, Title 37, Chapter 37-5B-5, Item 5 of this Disclosure Document is modified as follows: All initial fees will be deferred until Franchisor's pre-opening obligations have been met and the franchisee is open for business.

2. The Summary column of Item 17 Paragraph (g) of this Disclosure Document is modified by adding the following at the end of the sentence:

> "Under South Dakota law, termination provisions covering breach of the franchise agreement, failure to meet performance and quality standards, and failure to make royalty payments contained in the Disclosure Document and franchise agreement must afford a franchisee thirty (30) days written notice with an opportunity to cure the default prior to termination."

3. The Summary column of Item 17 Paragraph (r) of this Disclosure Document is modified by adding the following at the end of the sentence:

> "Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of South Dakota, except in certain instances as provided by law."

4. The Summary column of Item 17 paragraph (u) of this Disclosure Document is amended by adding the following at the end of the paragraph:

> "except that matters coming under the South Dakota Law will be submitted to arbitration in a mutually agreeable location."

5. The Summary column of Item 17 paragraph (v) of this Disclosure Document is amended to read as follows:

> Except for matters coming under the South Dakota Law, litigation and arbitration must be in Massachusetts.

6. The Summary column of Item 17 paragraph (w) of this Disclosure Document is amended to read as follows:

> The law of South Dakota governs.

AMENDMENT TO
FLYFOE, LLC
FRANCHISE AGREEMENT
FOR USE IN SOUTH DAKOTA

This Rider is entered into this _____, 20___ (the **"Effective Date"**), between FLYFOE, LLC, a Massachusetts limited liability company, with its principal business address at 77 North Washington Street, Boston MA 02114 (**"we," "us," "our"** or **"Franchisor"**), and _____, whose principal address is _____
(referred to in this Rider as **"you," "your"** or **"Franchisee"**) and amends the Franchise Agreement between the parties dated as of the Effective Date (the **"Agreement"**).

1. **Precedence and Defined Terms.** This Rider is an integral part of, and is incorporated into, the Agreement. Nevertheless, this Rider supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Agreement.

2. **Deferral of Initial Fee.** The following sentence is added to the end of Section 7(a):

   Notwithstanding the foregoing, the Director of the South Dakota Division of Securities requires us to defer payment of the initial franchise fee and other initial payments owed by you to us until we have completed our pre-opening obligations under this Agreement and the franchisee is open for business.

3. **Grant of Successor Franchise.** You are not required to sign a general release as to any matters coming under the South Dakota Law.

4. **Post-Term Competitive Restrictions.** Post-effective Covenants not to compete, such as those mentioned in Section 25, are generally unenforceable in the State of South Dakota, except in certain instances provided by law.

5. **Jurisdiction.** All matters coming under the South Dakota Law may be brought in the courts of South Dakota.

6. **Waiver of Punitive Damages.** The first sentence in Section 35 of the Agreement is deleted in its entirety.

7. **Limitation of Claims.** The statute of limitations under South Dakota Law applies to all matters coming under South Dakota Law.

8. **Governing Law.** This Agreement will be governed by South Dakota Law.

9. **Waiver of Jury Trial.** The last 3 sentences in Section 35 of the Agreement are deleted in their entirety.

10. Arbitration. All matters being arbitrated under South Dakota Law may be brought in a location agreeable to both the Franchisor and the Franchisee.

11. Termination. The following is added as Section 16(e) of the Agreement: You will have 30 days written notice with an opportunity to cure prior to termination for the following: breach of the franchise agreement, failure to meeting performance and quality standards and failure to make royalty payments.

Intending to be bound, you and we sign and deliver this Rider in 2 counterparts effective on the Agreement Date, regardless of the actual date of signature.

ATTEST: FlyFoe, LLC

_____ By:_____
Witness Franchisor

ATTEST:

_____ By:_____
Witness Franchisee

ATTEST:

_____ By: _____
Witness Franchisee

ADDENDUM TO THE
FLYFOE, LLC
FRANCHISE DISCLOSURE DOCUMENT FOR
COMMONWEALTH OF VIRGINIA

1. In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for FlyFoe, LLC for use in the Commonwealth of Virginia shall be amended as follows:

The following statements are added to Item 17.h of the Virginia Disclosure Document:

"Under Section 13.1.564 of the Virginia Franchising Act, it is unlawful for a franchisor to cancel a franchise agreement without reasonable cause. If any ground for default or termination stated in the franchise agreement does not constitute "reasonable cause" as that term may be defined in the Virginia Retail Franchising Act or laws of Virginia, that provision may not be enforceable.

ADDENDUM TO FLYFOE, LLC
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF WASHINGTON

1. Item 5 of this Disclosure Documents is amended as follows:

   All initial fees will be deferred until Franchisor's pre-opening obligations have been met and the franchisee is open for business.

2. Item 5 of this Disclosure Documents is amended as follows:

   "Franchisees who receive financial incentives to refer franchise prospects to Franchisors may be required to register as franchise brokers under the laws of Washington State."

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

The undersigned does hereby acknowledge receipt of this addendum

Dated this ____ day of _____, 20_.

_____	_____
FlyFoe, LLC	Prospective Franchisee

ADDENDUM TO FLYFOE, LLC
FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF WASHINGTON

1. Section 8(a) of this Franchise Agreement is amended as follows:

   "All initial fees will be deferred until Franchisor's pre-opening obligations have been met and the franchisee is open for business."

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

The undersigned does hereby acknowledge receipt of this addendum

Dated this ____ day of _____, 20_.

_____ _____

FlyFoe, LLC Prospective Franchisee

ADDENDUM TO FLYFOE, LLC
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF WISCONSIN

Franchise Disclosure Document for FlyFoe, LLC for use in the State of Wisconsin shall be amended as follows:

Cover Page:

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE WISCONSIN FRANCHISE INVESTMENT LAW. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF SECURITIES OF WISCONSIN OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE WISCONSIN FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE AT LEAST 10 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 10 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

THIS DISCLOSURE DOCUMENT AND THE FRANCHISE AGREEMENTS ARE SUBJECT TO THE WISCONSIN FRANCHISE INVESTMENT LAW.

1. Item 17, Renewal, Termination, Transfer and Dispute Resolution, shall be amended by the addition of the following paragraphs at the conclusion of the Item 17 disclosures:

> "To the extent that the provisions regarding renewal described in this section are inconsistent with the requirements of the Wisconsin Fair Dealership Law (which, among other things, grants you the right, in most circumstances, to 90 days prior written notice of termination and 60 days within which to remedy any claim deficiencies), the renewal provisions will be superseded by the requirements of the Wisconsin Fair Dealership Law and will have no force or effect."
>
> "To the extent that the provisions regarding termination described in this section are inconsistent with the requirements of the Wisconsin Fair Dealership Law (which, among other things, grants you the right, in most circumstances, to 90 days prior written notice to termination and 60 days within which to remedy any claim deficiencies), the termination provision will be superseded by the requirements of the Wisconsin Fair Dealership Law and will have no force or effect."
>
> "Covenants not to compete during the term of and upon termination or expiration of a Franchise Agreement are enforceable only under certain conditions according to Wisconsin Law."

AMENDMENT TO FLYFOE, LLC
FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF WISCONSIN

In recognition of the Wisconsin Fair Dealership Law, Wisconsin Statutes, §§ 135.01 -135.07, the parties to the attached FlyFoe, LLC Franchise Agreement (the "Agreement") agree as follows:

1. Section 3 of the Agreement, under the heading "Term", shall be supplemented by the addition of a new final paragraph as follows:

> "To the extent that the provisions of § 2 regarding renewal are inconsistent with the requirements of the Wisconsin Fair Dealership Law (which, among other things, grants you the right, in most circumstances, to 90 days prior written notice to termination and 60 days within which to remedy any claims deficiencies), said renewal provision will be superseded by the requirement of the Wisconsin Fair Dealership Law and will have no force or effect."

2. Section 16 of the Agreement under the heading "Termination of the Franchise", shall be supplemented by the following new subparagraph 15 (e) entitled "Termination Rights under Wisconsin Law:

> "To the extent that the provision of § 15 regarding termination are inconsistent with requirements of the Wisconsin Fair Dealership Law (which, among other things, grants you the right, in most circumstances to 90 days prior written notice of termination and 60 days within which to remedy any claimed deficiencies), said termination provisions will be superseded by the requirements of the Wisconsin Fair Dealership Law and will have no force or effect.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Amendment to the Franchise Agreement in duplicate on the day and year first above written.

ATTEST: FlyFoe, LLC

_____ By:_____
Witness Franchisor

ATTEST:

_____ By:_____
Witness Franchisee

ATTEST:

_____ By:_____
Witness Franchisee

EXHIBIT E

FORM OF MUTUAL TERMINATION AND GENERAL RELEASE

FORM OF MUTUAL TERMINATION AND GENERAL RELEASE

THIS MUTUAL TERMINATION AND GENERAL RELEASE is made and entered into this _____ day of _____,_____, by and between FLYFOE, LLC, a Massachusetts limited liability company, with its principal place of business at 77 North Washington Street, 3rd Floor, Boston, Massachusetts (hereinafter, "Franchisor"), and _____ (hereinafter, "Franchisee") located at _____.

WITNESSETH

WHEREAS, Franchisor and Franchisee had entered into a Franchise Agreement dated _____ (hereinafter "Original Franchise Agreement") with respect to the operation of a business which provides on-location residential mosquito and tick control services (hereinafter "FlyFoe Franchise"); and

WHEREAS, the Franchisor has agreed to Franchisee's purchase of additional territory on the condition that Franchisee enters into Franchisor's then current Franchise Agreement (hereinafter "the New Franchise Agreement") and upon so doing Franchisor and Franchisee agree to mutually terminate the Original Franchise Agreement by signing this Mutual Termination Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. It is hereby mutually agreed between the undersigned parties that subject to the terms and conditions of this Mutual Termination and Release, the 20__ Franchise Agreement is hereby terminated.

2. Franchisee hereby acknowledges that by entering into this Mutual Termination and Release, all of the Franchisee's rights under the 20__ Franchise Agreement as a FlyFoe franchisee are immediately terminated.

3. Effective as of the date hereof and to the extent allowed by applicable law, Franchisee, for itself and its beneficiaries, attorneys, representatives, successors, heirs and assigns (collectively hereinafter the "Franchisee Parties") hereby waive, release and forever discharge Franchisor and its shareholders, affiliates, beneficiaries, officers, partners, directors, employees, attorneys, representatives, successors, heirs and assigns, jointly and severally, from all demands, actions, causes of action, suits, proceedings, covenants, claims, executions, judgments, losses, damages, penalties, obligations and liabilities whatsoever (collectively "Claims or Suits"), of every nature, kind, type, or description, in law or in equity, directly or indirectly arising out of, resulting from or relating to the 20__ Franchise Agreement or the performance of the obligations of the parties thereto whether known, unknown, direct, indirect, absolute, contingent, disclosed or undisclosed that Franchisee Parties have or ever had against Franchisor. It is the express intention of the parties hereto that this release be as broad as permitted by law.

4. Franchisee intends this Release to acquit and forever fully discharge Franchisor and any parent or direct or indirect subsidiary thereof, any division or affiliate, and its or their respective officers, directors, shareholders, employees, agents, representatives, successors and assigns, and each of them.

5. Franchisee acknowledges that Franchisee is still bound by Sections 15, 17, 25 and 28 of the 20__ Franchise Agreement and hereby agrees to comply with the provisions of those sections.

6. Franchisee agrees that Franchisee will not use the FlyFoe System or FlyFoe network of franchisees for any purpose without the Franchisor's prior written permission.

7. Franchisee agrees that Franchisee will not disparage Franchisor, its successors and assigns, the FlyFoe System, or any of their present or former shareholders, directors, officers, employees or franchisees.

8. Franchisee acknowledges and agrees that Franchisor's damages from a breach of this agreement will be difficult to prove and therefore, Franchisee agrees that if Franchisee breaches any provision of this Mutual Termination and Release, Franchisee shall pay Franchisor liquidated damages in the sum of Twenty Thousand Dollars ($20,000.00), per occurrence.

9. This Mutual Termination and Release and the rights and obligations of the parties hereunder shall in all respects be governed by and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

10. This Mutual Termination and Release shall be binding upon Franchisee and their heirs, legal representatives, successors and assigns, and upon Franchisor and its successors and assigns.

11. This Mutual Termination and Release may be executed in any number of counterparts each of which, when executed and delivered, shall be deemed an original, but all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the day and year first written above.

ATTEST: FlyFoe, LLC

_____ By:_____
Witness Franchisor

ATTEST:

_____ By:_____
Witness Franchisee

EXHIBIT F

LIST OF CURRENT AND FORMER FRANCHISEES

CURRENT FRANCHISEES:

Alabama
Bill & Marilyn Collier
2531 Meadowview Lane Suite D
Pelham, AL 35124
205-719-5565

Massachusetts
Stephen Novick
1200 Hancock Street
Quincy, MA 02169
617-977-4001

Missouri
Brian & Randy Leasure
3211 S. Providence Rd #109
Columbia, MO 65203
573-303-0050

New Jersey
Philip Sargent
2020 Fairfax Ave
Suite 102
Cherry Hill, NJ 08003
856-312-3640

Pennsylvania
Jesse Zook
212 West Main Street
Collegeville, PA 19426
610-628-19426

Jesse Zook
37 West Ave, Suite 104
Wayne, PA 19087
484-626-0410

FORMER FRANCHISEES: NONE

EXHIBIT G

FLYFOE, LLC
CONVERSION FRANCHISE AGREEMENT

This Conversion Agreement ("this Agreement") is made and entered into this _____ day of _____, 20_____, between FLYFOE, LLC, a Massachusetts limited liability company, with its principal place of business at 77 North Washington Street, 3rd Floor, Boston, Massachusetts (hereinafter, "Franchisor"), and _____whose principal address is _____ _____ , an individual/business entity organized in the State of _____(hereinafter, "Conversion Franchisee")

WITNESSETH:

WHEREAS, Franchisor and Conversion Franchisee have simultaneously herewith entered into a certain Franchise Agreement whereby Conversion Franchisee is granted a franchise to operate a FlyFoe Franchised Business, to use Franchisor's Marks, and to utilize Franchisor's System in connection therewith;

WHEREAS, Conversion Franchisee has submitted an application to Franchisor seeking permission to become a Conversion Franchisee of Franchisor and Franchisor has approved such application;

WHEREAS, Conversion Franchisee presently owns and operates a business providing on-location residential and/or commercial mosquito and tick control services similar, if not identical, to those offered by FlyFoe Franchised Businesses from a location approved by Franchisor and has done so for a period of not less than six (6) continuous months; and further, Conversion Franchisee represents and acknowledges that it has met Franchisor's standards and qualifications to be classified as a "Conversion", and upon reliance on Conversion Franchisee's representation to Franchisor of such, Franchisor approves of such conversion classification;

WHEREAS, Conversion Franchisee will operate a(n) (choose one)

_____ Select Market Franchised Business, Conversion Franchisee represents and acknowledges that during the immediately preceding twelve (12) months of business operations, its business has generated in excess of FIFTY THOUSAND DOLLARS ($50,000.00) but less than TWO HUNDRED THOUSAND DOLLARS ($200,000.00) in sales;

_____ Enterprise Market Franchised Business, Conversion Franchisee represents and acknowledges that during the immediately preceding twelve (12) months of business operations, its business has generated in excess of TWO HUNDRED THOUSAND DOLLARS ($200,000.00) in sales;

WHEREAS, Conversion Franchisee has represented and acknowledged that it does not operate under a franchise agreement, licensing agreement, or a prescribed marketing plan or system of another company and is not subject to any agreements limiting or restricting Conversion Franchisee's ability to conduct said business;

WHEREAS, Conversion Franchisee acknowledges that by becoming a Franchisee of Franchisor it will be subject to covenants against competition, confidentiality agreements and standards of performance and quality which otherwise would not attach to its business operations; and

WHEREAS, Franchisor desires to grant to Conversion Franchisee a franchise upon the terms and subject to the conditions hereof and subject to the terms and conditions of the Franchise Agreement executed simultaneously herewith.

NOW, THEREFORE, THE PARTIES, IN CONSIDERATION OF THE UNDERTAKINGS AND COMMITMENTS OF EACH PARTY TO THE OTHER SET FORTH IN THIS AGREEMENT HEREBY AGREE AS FOLLOWS:

1. RECITALS

The Recitals set forth above are incorporated herein by reference.

2. INCORPORATION OF TERMS OF FRANCHISE AGREEMENT

a. This Agreement shall amend and supplement the Franchise Agreement simultaneously executed by the parties herein. The terms, covenants, and conditions of this Agreement are incorporated into the Franchise Agreement, and with respect to any conflict between the two (2) agreements, the terms of this Agreement shall be controlling with respect to the subject matter thereof.

b. Except as expressly set forth in this Agreement, the rights, duties and obligations of the parties with respect to the FlyFoe Franchised Business shall be the same as the rights, duties, and obligations of the parties with respect to the Franchised Business described in the Franchise Agreement.

3. INITIAL FRANCHISE FEE

In consideration for the franchise granted herein, Franchisor shall waive the initial franchise fee of (choose one)

_____Seventeen Thousand Dollars ($17,000.00) for a Select Market Franchised Business and Conversion Franchisee shall not pay any initial franchise fee but Conversion Franchisee shall pay eighty-five cents ($.85) per each qualified household purchased over twenty thousand (20,000) qualified households.

_____Thirty-Four Thousand Dollars ($34,000.00) for an Enterprise Market Franchised Business and Conversion Franchisee shall not pay any initial franchise fee but Conversion Franchisee shall pay eighty-five cents ($.85) per each qualified household purchased over forty thousand (40,000) qualified households.

4. CONTINUING ROYALTY FEE

Conversion Franchisee shall not pay any Royalty Fee on Conversion Franchisee's existing customers that had at least one (1) completed service during the prior twelve (12) months directly preceding the date the Franchise Agreement is signed by Conversion Franchisee. On all other customers and business, Conversion Franchisee shall pay the royalty provided for in the Franchise Agreement.

5. CONVERSION OF FRANCHISEE'S BUSINESS TO THE FLYFOE SYSTEM

a. Prior to the execution of the Franchise Agreement and this Conversion Agreement, Conversion Franchisee shall have furnished to Franchisor, in conjunction with its application to be accepted as a FlyFoe Conversion Franchisee, information pertaining to the existing site of Conversion Franchisee's business. Such information includes, but is not limited to, a map and written description of the existing site; demographic and population information relating to the local market; photographs and architectural plans of the existing location; the lease for the location; and, such other information as Franchisor in its sole discretion deems appropriate.

b. Prior to the commencement of operation of the Franchised Business, Conversion Franchisee must remove all materials, furniture, fixtures, signs and equipment which do not conform with the FlyFoe System; are not approved by Franchisor; and, which do not meet the standards and specifications prescribed in Franchisor's Confidential Manuals and Videos (as amended from time to time).

c. Conversion Franchisee understands and hereby acknowledges that every component of the FlyFoe System is vital to Franchisor, to other FlyFoe franchisees and to the operation of the business franchised hereby, and that compliance with the System is of the essence of this Agreement. Conversion Franchisee shall at all times conduct the Franchised Business hereunder in compliance with the FlyFoe System and cease rendering services or using equipment, materials, furniture, fixtures or signs which are not designated by Franchisor to be components of the FlyFoe System.

d. As of the date on which Conversion Franchisee commences operating its business as a FlyFoe Franchised Business, Conversion Franchisee shall identify and represent its business as a FlyFoe business through the use and display of Franchisor's proprietary marks. During a period of one (1) year from the commencement of business as a FlyFoe franchisee, Conversion Franchisee may display, with Franchisor's prior written approval, secondary signage of such size, content and style as is prescribed by Franchisor in its Confidential Manuals, for the purpose of advising the public of the former trade name under which Conversion Franchisee had previously conducted its business. However, on the first anniversary of the commencement of operations as a FlyFoe franchisee, or at such later date as the parties may agree, Conversion Franchisee, at its sole cost and expense, shall cease using all references to its prior trade name and carry out its business activities only as a FlyFoe franchisee and only under the FlyFoe Marks.

e. As of the date on which Conversion Franchisee commences operating its business as a FlyFoe franchisee, Conversion Franchisee shall convert all of its books, accounts, ledgers, customer lists, bookkeeping systems, etc. so as to comply with the standards and specifications of the FlyFoe System as is more fully set forth in Franchisor's Confidential Manuals, as amended from time to time.

f. Unless otherwise approved in writing by Franchisor, Conversion Franchisee shall successfully complete Franchisor's required training program; complete all necessary construction, renovations, or refurbishing; comply with all of Franchisor's standards and specifications with

respect to goods, materials, equipment and services; and commence operation of the Franchised Business within sixty (60) days after the execution of the Franchise Agreement and this Conversion Agreement.

6. CONFIDENTIAL INFORMATION AND RESTRICTIVE COVENANTS

a. Conversion Franchisee acknowledges that notwithstanding the fact that it has operated a business or has been employed in a business of providing on-site residential and/or commercial mosquito and tick control services and related activities similar to those offered under the FlyFoe System, it covenants and agrees to be bound by the restrictions on the use of confidential information set forth in the Franchise Agreement. Conversion Franchisee further acknowledges that all information pertaining to customers of Conversion Franchisee prior to the execution of the Franchise Agreement shall be deemed to be "confidential information" as that term is used in the Franchise Agreement.

b. Conversion Franchisee expressly acknowledges that despite the fact that it had been in the business or has been employed in the business of providing on-site residential and/or commercial mosquito and tick control services and related activities prior to becoming a FlyFoe franchisee, Conversion Franchisee shall be bound by the in-term and post-term covenants not to compete set forth in the Franchise Agreement and all other applicable post-termination obligations of the Franchise Agreement.

7. ACKNOWLEDGMENTS

Conversion Franchisee acknowledges, warrants and represents to Franchisor that:

a. It has, for at least twelve (12) continuous months, owned and operated a business of providing on-site residential and/or commercial mosquito and tick control services and related services and offering and providing services similar to those offered through the franchised System.

b. During the immediately preceding twelve (12) months of business operations, (choose one)

_____Conversion Franchisee's business has generated in excess of FIFTY THOUSAND DOLLARS ($50,000.00) but less than TWO HUNDRED Thousand Dollars ($200,000.00) in sales.

_____Conversion Franchisee's business has generated in excess of TWO HUNDRED THOUSAND DOLLARS ($200,000.00) in sales.

c. Its business does not operate under either a franchise agreement, licensing agreement, or pursuant to any form of commercial arrangement whereby a third party prescribes a particular marketing plan or system upon its business operations. Furthermore, Conversion Franchisee is not subject to any covenant against competition.

d. No other person, firm, corporation, or other entity has any right, title or interest in or to Conversion Franchisee's business; Conversion Franchisee's business has not been mortgaged, pledged, or assigned; and, there are no judgments, liens, executions or proceedings pending which may alter, decrease or remove Conversion Franchisee's interest in said business.

e. Conversion Franchisee acknowledges that the information submitted and the representations made to Franchisor as an inducement for Franchisor to enter into this Conversion Agreement are accurate and truthful.

f. Conversion Franchisee acknowledges that by virtue of the terms and conditions of the Franchise Agreement and this Conversion Agreement the manner and operation of its business must be in strict compliance with Franchisor's standards and specifications and furthermore acknowledges that its ability to directly or indirectly engage in any other business which offers or sells services or products which comprise or may in the future comprise a part of the FlyFoe System is expressly limited.

g. Furthermore, Conversion Franchisee expressly acknowledges and understands that this Conversion Agreement amends and supplements the Franchise Agreement and that the terms and conditions of this Conversion Agreement are incorporated into the Franchise Agreement as though set forth in full therein.

h. Nothing in this Conversion Agreement or any related agreement is intended to disclaim the representations made in the franchise disclosure document by the Franchisor.

IN WITNESS WHEREOF, the parties hereunder have duly executed, sealed and delivered this Agreement to the Franchise Agreement on the day and year first set forth above.

WITNESS	FLYFOE, LLC
_____	By:_____ Mark Kushinsky, CEO/Managing Member
WITNESS	CONVERSION FRANCHISEE
_____	_____ Name: Title:
WITNESS	
_____	_____ Name: Title:

EXHIBIT H

FLYFOE, LLC
NON-DISCLOSURE AND NON-COMPETITION AGREEMENT

NON-DISCLOSURE AND NON-COMPETITION AGREEMENT

This Agreement is made and entered into _____ between FLYFOE, LLC, a Massachusetts limited liability company, with its principal place of business at 77 North Washington Street, Boston, Massachusetts ("Franchisor") and _____, a/an _____ with its principal place of business at _____ ("Franchisee") and _____, the spouse or domestic partner of an owner of Franchisee ("Signer") with a primary residence at _____.

RECITALS

WHEREAS, Franchisor has developed, is using and is the owner of all rights in a unique system (hereinafter "FLYFOE SYSTEM") for the development and operation of a business which provides residential and commercial mosquito and tick control services and other related services under the trade name and mark FLYFOE (hereinafter "FLYFOE");

WHEREAS, FLYFOE SYSTEM includes but is not limited to certain trade names, trademarks, trade dress and logos including, but not limited to, the mark FLYFOE, service marks, trade symbols, trade dress, signs, slogans, associated logos, designs, emblems, URLs, domain names, Website addresses, email addresses, digital cellular addresses, wireless Web addresses and the like and copyrights and such other trade names and trademarks as Franchisor may develop in the future for the purposes of identifying FLYFOE SYSTEM, and such other distinguishing characteristics of FLYFOE SYSTEM including, without limitation, distinctive sales and marketing procedures; knowledge and procedures for providing residential and commercial mosquito and tick control services and other related services; management and financial control methods; and training and assistance, all of which may be changed, improved and further developed by Franchisor from time to time ("Trade Secrets");

WHEREAS, Franchisor's Trade Secrets provide economic advantages to Franchisor and are not generally known to or readily ascertainable by proper means by Franchisor's competitors who could obtain economic value from knowledge and use of Franchisor's Trade Secrets;

WHEREAS, Franchisor has taken and intends to take all reasonable steps to maintain the confidentiality and secrecy of Franchisor's Trade Secrets;

WHEREAS, Franchisor and Franchisee desire to enter into a Franchise Agreement which will grant Franchisee a limited right to operate a Franchised Business within a territory using FLYFOE SYSTEM and Franchisor's Trade Secrets for a period defined in the Franchise Agreement ("Franchise Agreement");

WHEREAS, Franchisor and Franchisee have agreed in the Franchise Agreement on the importance to Franchisor and to Franchisee and other licensed users of FLYFOE SYSTEM of restricting use, access and dissemination of Franchisor's Trade Secrets; and

WHEREAS, it is anticipated that Signer may have access to learn Franchisor's Trade Secrets as Franchisee develops and maintains Franchisee's Business using FLYFOE SYSTEM.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties agree as follows:

1. Franchisee may disclose to Signer some or all of Franchisor's Trade Secrets relating to FLYFOE SYSTEM.

2. Signer shall receive Franchisor's Trade Secrets in confidence, maintain them in confidence, and shall use them only in connection with the development and/or maintenance by Franchisee of the Franchised Business using FLYFOE SYSTEM for so long as Franchisee is licensed by Franchisor to use FLYFOE SYSTEM.

3. Signer shall not at any time make copies of any documents or compilations containing some or all of Franchisor's Trade Secrets without the express written permission of Franchisor.

4. Signer shall not disclose or permit the disclosure of Franchisor's Trade Secrets to anyone.

5. That all information and materials, including without limitation, specifications, techniques and compilations of data which Franchisor shall designate as confidential shall be deemed Franchisor's Trade Secrets for the purposes of this Agreement.

6. Signer shall not, directly or indirectly, do any act or omit to do any act, which would or would likely to be injurious or prejudicial to the goodwill associated with FLYFOE SYSTEM.

7. In order to protect the goodwill and unique qualities of FLYFOE SYSTEM and the confidentiality and value of Franchisor's Trade Secrets, and in consideration for the disclosure to Signer of Franchisor's Trade Secrets, Signer further undertakes and covenants that, during the time Franchisee is a franchisee of Franchisor and for the two (2) years following the termination or expiration of Franchisee's Franchise Agreement, Signer will not:

(a) Directly or indirectly, for himself/herself or through, on behalf of or in conjunction with any person, partnership or business entity, engage in or acquire any financial or beneficial interest in (including interest in business entities, partnerships, trusts, unincorporated associations or joint ventures), advise, help or make loans to any entity involved in business which is the same as or similar to that conducted by FLYFOE which business is, or is intended to be located, within the United States; or

(b) Divert or attempt to divert, directly or indirectly, any business, business opportunity or client of Franchisee's Franchised Business(s) to any competitor.

8. Franchisee undertakes to use Franchisee's best efforts to ensure that Signer acts as required by this Agreement.

9. Signer agrees that in the event of a breach of this Agreement, Franchisor would be irreparably injured and be without an adequate remedy at law. Therefore, in the event of such a breach, or threatened or attempted breach of any of the provisions thereof, Franchisor shall be entitled to enforce the provisions of this Agreement against Franchisee and Signer, and may seek, in addition to any other remedies which are made available to it at law or in equity, including the right to terminate the Franchise Agreement, a temporary and /or permanent injunction and a decree for the specific performance of the terms of this Agreement, without being required to furnish a bond or other security.

10. Signer agrees that the period during which the post-termination/expiration restrictions above apply shall be extended uninterrupted by the length of any period of time during which Signer was in violation of such restrictions.

11. This Agreement shall be governed by and construed under the laws of Massachusetts.

12. If any Court or other tribunal having jurisdiction to determine the validity or enforceability of this Agreement determines that it would be unenforceable as written, its provisions shall be determined to be withheld, modified or limited to such extent or in such manner as is necessary for it to be valid and enforceable to the greatest extent possible.

IN WITNESS WHEREOF, the undersigned have entered into this Agreement as witnessed by their signatures below.

FRANCHISEE

By:_____
Name:
Title:
Date:_____

FRANCHISOR

By:_____
Name:
Title:
Date:_____

SIGNER

By:_____
Name:
Date:_____

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	Pending
Hawaii	Pending
Illinois	Pending
Indiana	Pending
Maryland	Pending
Michigan	
Minnesota	Pending
North Dakota	
Rhode Island	
South Dakota	
Virginia	Pending
Washington	
Wisconsin	Pending

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

EXHIBIT I

RECEIPT

This Disclosure Document summarizes provisions of the franchise agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If FlyFoe, LLC offers you a franchise, we must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

New York and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan, Oregon and Wisconsin require that we give you this Disclosure Document at least 10 business days before the execution of any franchise or other agreement or the payment of any consideration, whichever occurs first.

If FlyFoe, LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agency listed on Exhibit A.

Franchise Seller: Mark Kushinsky, FlyFoe, LLC, 77 North Washington Street, 3rd Floor, Boston, MA 02114; Telephone: (888) 435-9363

Other Sellers:_____
Name/Address/Telephone Number

Other Sellers:_____
Name/Address/Telephone Number

Date of Issuance: April 29, 2020, as amended September 10, 2020
.

See Exhibit A for our registered agents authorized to receive service of process.

I have received a Franchise Disclosure Document dated April 29, 2020, as amended September 10, 2020 **that included the following Exhibits:**

A. Franchisor's Agents for Service of Process and State Franchise Administrators
B. Financial Statements
C. Franchise Agreement
ADDENDA
A. Licensed Marks
B. Territory Definition
C. End User License Agreement for FlyFoe Software
D. Franchise Compliance Questionnaire
E. Guaranty
F. Telephone Listing Agreement
G. Electronic Funds Transfer Authorization

H. Promissory Note and Security Agreement
I1. VetFran Amendment to Franchise Agreement
I2. Local Hero Amendment to Franchise Agreement
J. Territory Option Amendment

D. State Specific Addenda and Riders
E. Form of Mutual Termination and General Release
F. List of Current and Former Franchisees
G. Conversion Franchise Agreement
H. Receipt

Prospective Franchisee Signature:_____ Date:_____
Print Name:_____

KEEP THIS COPY FOR YOUR RECORDS.

EXHIBIT I

RECEIPT

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H. Receipt

Prospective Franchisee Signature:_____ Date: _____
Print Name: _____

Please sign this copy of the receipt, date your signature, and return it to FlyFoe, LLC, 77 North Washington Street, 3rd Floor, Boston, MA 02114.