Received
LA Mailroom

APR 22 2019

Department of
Business Oversight

FRANCHISE DISCLOSURE DOCUMENT

The Brothers Franchising, Corp.
a New York corporation
2419 Route 82, LaGrangeville, NY 12540
Tel: (844) 464-3672
franchiseinfo@brothersgutters.com
www.brothersgutters.com

The franchise that we offer is for a The Brothers that just do Gutters business that provides gutter cleaning, maintenance, installation, replacement and repair services and products under The Brothers that just do Gutters name and marks (each, a "Franchised Business" or "The Brothers that just do Gutters Business").

The total investment necessary to begin operation of the Franchised Business ranges from $100,250 to $166,000. This includes $40,000 to $60,000 that must be paid to the Franchisor or Franchisor's affiliate for the initial franchise fee.

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 this document.**

You may wish to receive your disclosure document in another form that is more convenient for you. To discuss the availability of disclosures in different forms, contact Ken Parsons, The Brothers Franchising, Corp., 2419 Route 82, LaGrangeville, NY 12540.

The terms of your contract will govern your franchise relationship. Do not rely on the disclosure document alone to understand your contract. Read your entire contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or an 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's 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 11, 2019

© 2019, The Internicola Law Firm, P.C.

STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with a state franchise administration before offering or selling in your state. REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the state franchise administrator listed in Exhibit A to this Franchise Disclosure Document for information about the franchisor, about other franchisors, or about franchising in your state.

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW.

Please consider the following RISK FACTORS before you buy this Franchise:

1. THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US EXCLUSIVELY IN FEDERAL AND STATE COURTS OF NEW YORK AND IRRECOVABLY SUBMIT TO THE JURISDICTION OF ANY SUCH COURT, AND TO WAIVE ANY OBJECTION TO THESE JURISDICTION AND VENUE REQUIREMENTS.

2. THE FRANCHISE AGREEMENT STATES THAT NEW YORK LAW GOVERNS EACH AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU SHOULD COMPARE THESE LAWS.

3. THE FRANCHISEE WILL BE REQUIRED TO MAKE AN ESTIMATED INITIAL INVESTMENT RANGING FROM $109,300 TO $166,000. THIS AMOUNT EXCEEDS THE FRANCHISOR'S STOCKHOLDERS EQUITY AS OF DECEMBER 31, 2018 WHICH IS $105,263.

4. YOUR SPOUSE MUST SIGN A DOCUMENT THAT MAKES YOUR SPOUSE LIABLE FOR ALL FINANCIAL OBLIGATIONS UNDER THE FRANCHISE AGREEMENT, EVEN IF YOUR SPOUSE HAS NO OWNERSHIP INTEREST IN THE FRANCHISE. THIS GUARANTEE WILL PLACE BOTH YOUR AND YOUR SPOUSES' MARITAL AND PERSONAL ASSETS (PERHAPS INCLUDING YOUR HOUSE) AT RISK IF YOUR FRANCHISE FAILS.

5. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

We use the services of one or more FRANCHISE BROKERS or referral sources to assist us in selling our franchise. A franchise broker or referral source represents us, not you. We pay this person a fee for selling our franchise or referring you to us. You should be sure to do your own investigation of the franchise.

State Effective Dates: Please see next page

©2019: The Internicola Law Firm, P.C.

State Effective Dates

The following states 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.

The Franchise Disclosure Document is registered on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

	Effective Dates
California	
Connecticut	
Florida	
Hawaii	
Illinois	
Indiana	
Kentucky	
Maine	
Maryland	
Michigan	
Minnesota	
Nebraska	
New York	
North Carolina	
North Dakota	
Rhode Island	
South Carolina	
South Dakota	
Texas	
Utah	
Virginia	
Washington	
Wisconsin	

In all other states the effective date of this Franchise Disclosure Document is the issuance date of: April 11, 2019

© 2019, The Internicola Law Firm, P.C.

The Brothers that just do Gutters
FRANCHISE DISCLOSURE DOCUMENT

TABLE OF CONTENTS

ITEM	PAGE
1. THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES	1
2. BUSINESS EXPERIENCE	3
3. LITIGATION	3
4. BANKRUPTCY	3
5. INITIAL FEES	3
6. OTHER FEES	4
7. ESTIMATED INITIAL INVESTMENT	10
8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES	15
9. FRANCHISEE'S OBLIGATIONS	19
10. FINANCING	20
11. FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING	20
12. TERRITORY	28
13. TRADEMARKS	29
14. PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION	31
15. OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS	31
16. RESTRICTIONS ON PRODUCTS AND SERVICES SOLD	32
17. RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION	33
18. PUBLIC FIGURES	36
19. FINANCIAL PERFORMANCE REPRESENTATIONS	37
20. OUTLETS AND FRANCHISEE INFORMATION	41
21. FINANCIAL STATEMENTS	44
22. CONTRACTS	45
23. RECEIPTS	45

EXHIBITS

A. LIST OF STATE ADMINISTRATORS
B. LIST OF AGENTS FOR SERVICE OF PROCESS
C. TABLE OF CONTENTS OF OPERATIONS MANUAL
D. FINANCIAL STATEMENTS
E. FRANCHISE AGREEMENT
F. LIST OF FRANCHISEES
G. LIST OF FRANCHISEES WHO HAVE LEFT THE SYSTEM
H. STATE SPECIFIC ADDENDUM
I. RECEIPTS

© 2019. The Intermicola Law Firm, P.C.

ITEM 1
THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

The Brothers Franchising, Corp., franchisor of the Franchised Business is referred to in this disclosure document (the "Disclosure Document") as "we", "us" or "our" as the context requires. A franchisee is referred to in this disclosure document as "you" and "your" as the context requires. If you are a corporation, partnership or other legal entity (a "Corporate Entity"), our Franchise Agreement will also apply to your individual owners, shareholders, members, officers, directors and other principals.

The Franchisor

We are a New York corporation established on July 22, 2014 and our principal business address is 2419 Route 82, LaGrangeville, NY 12540. We conduct business under our corporate name, The Brothers Franchising, Corp. and The Brothers that just do Gutters. Our right to use the The Brothers that just do Gutters registered mark, trade dress, logos and to grant franchises exists under an exclusive license agreement between us and our affiliate The Brothers IP, Corp. Our business is operating The Brothers that just do Gutters franchise system and granting franchises to third parties like you to develop and operate a Franchised Business. We began offering franchises in 2014. Other than as discussed above, we are not in any other business, we have not conducted business in any other line of business and we have not offered or sold franchises in any other line of business. We do not have any predecessors. Our registered agents for service of process are disclosed in Exhibit B of this Disclosure Document.

The Franchised Business

We have developed and license a system (the "System") for the operation of a business that provides gutter cleaning, maintenance, installation, replacement and repair services and products (the "System Products and Services"). The System is presently identified by the "The Brothers that just do Gutters" registered trademark, the "Brothers" logo and such other trademarks, logos, and commercial symbols as we may designate from time-to-time and as same may or may not be registered with the United States Patent and Trademark Office (collectively, the "Licensed Marks").

The System features our Licensed Marks and trade dress in the establishment and operation of the Franchised Business. In this Disclosure Document, we refer to the The Brothers that just do Gutters Business that you will develop and operate as either your "The Brothers that just do Gutters Business" or the "Franchised Business". You may enter into a Franchise Agreement in the form attached to this Disclosure Document as Exhibit E (the "Franchise Agreement") to establish and operate the Franchised Business within a designated operating territory and in conformity with the requirements of our System. The System includes System Products and Services that we currently designate and that we may modify, add to, or discontinue from time to time, and our proprietary specifications, methods and procedures for the preparation, service, marketing and sale of System Products and Services sold by the Franchised Business. The System also features and requires, as designated by us, your exclusive use of certain equipment and supplies (including gutters, gutter guards, and gutter installation equipment and supplies) designated by us (collectively, the "System Equipment and Supplies"). You must operate the Franchised Business in accordance with the specifications, procedures, criteria and requirements that we designate in our confidential operations manual and other manuals and communications that we designate, make available to you and, as we may supplement and modify from time-to-time (collectively, the Manuals).

If permitted by law, you may administratively operate the Franchised Business from your home in a home office. We do not require that you lease a commercial office for the operations of the Franchise Business but, if you elect to do so, the commercial office must be located within your Operating Territory, be approved by us, and conform to our standards and specifications. If you elect to lease a commercial office, in this Disclosure Document we refer to your commercial office space as your "Administrative Office."

© 2019, The Internicola Law Firm, P.C.

Franchise Agreement

You may enter into a Franchise Agreement in the form attached to this Disclosure Document as Exhibit E to develop and operate the Franchised Business within an operating territory and in conformity with the requirements of our System. At the time of signing the Franchise Agreement we will designate a geographic area comprising your operating territory (See, Item 12 of this Disclosure Document) and your rights in the System will be limited to offering and providing our approved System Services and Products within your operating territory and using only our System Equipment and Supplies.

Our Affiliates

The Brothers IP, Corp.

Our affiliate The Brothers IP, Corp. is a New York corporation that was established on July 22, 2014 and that maintains a principal business address at 2419 Route 82, LaGrangeville, NY 12540. This affiliate has granted us a license to use the Licensed Marks and System in licensing and granting The Brothers that just do Gutters franchises. You will not directly conduct business with this affiliate. This affiliate has not in the past and does not now offer franchises in any lines of business.

The Brothers that just do Gutters HV, Inc.

Our affiliate The Brothers that just do Gutters HV, Inc., formerly known as Water-Flow Gutter Solutions, Inc. is a New York corporation that was established in 1999 and that maintains a principal business address at 2419 Route 82, LaGrangeville, NY 12540 from which this affiliate operates a The Brothers that just do Gutters business in the following New York State counties: Columbia, Dutchess, Putnam, Westchester, Ulster, Rockland and Orange. You will not directly conduct business directly with this affiliate. This affiliate has not in the past and does not now offer franchises in any lines of business.

Market and Competition

The general market for the services and products offered by the Franchised Business includes residential homeowners. The market for gutter cleaning, maintenance, installation, replacement and repair services and products is highly competitive and well developed. You will be competing with general contractors, home improvement service providers and businesses that specialize in gutter cleaning, installation, repair and maintenance services. You will be competing with many local and independently owned contractors and service providers including businesses offering handyman services, roof installations and repairs, exterior siding installation and general contractors. The Franchised Business also competes with large box retailers like Lowes and Home Depot that offer similar products and services. The services offered by the Franchised Business are provided outdoors and are dependent on favorable weather conditions and seasonal issues. The Franchised Business may be seasonal depending on the geographic location of your territory.

Industry Specific Laws

Many states and local jurisdictions have laws, rules, and regulations that may apply to the Franchised Business, including rules and regulations related to health and safety requirements concerning residential and commercial gutter cleaning, maintenance, and installation services, worker safety and ladder safety. You must evaluate and obtain the necessary licenses, certification, permits and approval necessary to establish and operate the Franchised Business within your designated operating territory. You must investigate all of these laws. You must check your state, county and local jurisdiction about these rules and regulations and you should consult with your own legal advisor. You will also be subject to federal and state laws and regulations that apply to businesses generally, including rules and regulations involving employment practices, wage and hour laws, immigration and employment laws. You must review federal minimum wage and overtime laws, as well as similar laws within your state to ensure compliance with labor and wage laws currently in existence and those that may later be adopted. You should consult with your attorney concerning these and other local laws, rules and regulations that may affect the operation of the Franchised Business.

© 2019, The Internicola Law Firm, P.C.

ITEM 2
BUSINESS EXPERIENCE

Ken Parsons, President
Ken Parsons is our co-founder and since July 22, 2014 he has been our President. Since its founding in 1999 Ken has been and remains President of our affiliate The Brothers that just do Gutters HV, Inc.

Ryan Parsons, Vice President
Ryan Parsons is our co-founder and since July 22, 2014, he has been our Vice President. Since 2002 Ryan has been and remains the Vice President of our affiliate The Brothers that just do Gutters HV, Inc.

ITEM 3
LITIGATION

On January 6, 2016, we entered into a Settlement Order, case number SEC-2015-00056, with the Commonwealth of Virginia, State Corporation Commission, Division of Securities and Retail Franchising and paid a $2,000 penalty, related to our unregistered sale of a franchise territory in Virginia. We also paid $500 for the cost of investigation. The sale was part of a 2015 transaction where we sold a Virginia territory to the father of our founders prior to be registered in the Commonwealth of Virginia. We agreed to not violate the act in the future. Other than the foregoing, no litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

No bankruptcies are required to be disclosed in this Item.

ITEM 5
INITIAL FEES

When you sign a Franchise Agreement you must pay to us a non-refundable initial franchise fee (the "Initial Franchise Fee"). The Initial Franchise Fee is Forty Thousand ($40,000) Dollars for a geographic operating territory that includes approximately 150,000 owner occupied dwellings (a "Base Operating Territory"). In certain markets, subject to our discretion, if you purchase a Base Operating Territory, at the time of signing your Franchise Agreement, you may add up to two additional zones of approximately 37,500 owner occupied dwellings (each a "Zone") for an additional initial franchise fee of Ten Thousand ($10,000) Dollars per Zone or, in our discretion, we may choose to offer smaller fractions of Zones, sub-Zones or segments of a Zone at a cost of $0.26 per owner occupied dwelling.

The method we use to calculate the Initial Franchise Fee is uniform for all franchises we offer through this Disclosure Document, except that for existing The Brothers that just do Gutters franchisees who enter into additional Franchise Agreements with us and who are in good standing with their existing Franchise Agreements with us, we offer a 15% discount of the Initial Franchise Fee for a Base Operating Territory. This discount must be requested in writing at the time of signing the Franchise Agreement and, cannot be combined with other discounts of the Initial Franchise Fee. The Initial Franchise Fee is fully earned by us upon payment, represents consideration for an operating territory as referenced in Item 12 of this Disclosure Document and, is used in part to defray our costs for providing initial training and other services.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

©2019, The Internicola Law Firm, P.C.

ITEM 6
OTHER FEES

Type of Fee (Note 1)	Amount	Due Date	Remarks
Royalty (Note 2 and 3)	6% of gross sales; 10% of gross sales if we give you permission to provide services to a customer outside of your territory	Due weekly on every Thursday for the preceding week	This payment will be debited automatically from your bank through ACH. See, Notes 2 and 3.
Brand Development Fund (Note 4)	1% of gross sales	Due weekly on every Thursday for the preceding week	This payment will be debited automatically from your bank through ACH. See, Note 4.
Local Marketing (Note 5)	3% of gross sales, but not less than $2,000 per month	Monthly, as incurred by you	You must spend not less than the greater of 3% of monthly gross sales or $2,000 per month on pre-approved marketing. See, Note 5.
DMA Marketing Fund (Note 6)	Up to 2% of gross sales	Due weekly on every Thursday for the preceding week	If a DMA is established, this payment will be debited automatically from your bank through ACH. See, Note 6.
Business Management System (Note 7)	Up to $500 per month	Due monthly on the first Thursday of each month	This payment will be debited automatically from your bank through ACH. See, Note 7.
Technology Maintenance (Note 8)	Up to $200 per month. This fee is currently $100 per month	Due monthly on the first Thursday of each month	This payment will be debited automatically from your bank through ACH. See, Note 8.
Contact Center (Note 9)	Up to 4% of gross sales. Currently 3%	Due weekly on every Thursday for the preceding week	This payment will be debited automatically from your bank through ACH. See, Note 9.
Customer Service and Refunds (Note 10)	Varies under the circumstances	On demand	This payment will be debited automatically from your bank through ACH. See, Note 10.
Annual Conference	Varies	On demand	This payment will be debited automatically from your bank through ACH. At no time shall the fee charged to you for attendance at

© 2019, The Internicola Law Firm, P.C.

Type of Fee (Note 1)	Amount	Due Date	Remarks
			the annual conference exceed $1,000 per attendee.
Supplemental On-Site Training	Our then current daily rate per trainer, plus expenses. There is a two-day minimum for assistance. Our current daily trainer rate is $500 per day	On demand	Following participation in our initial training program and the opening of the Franchised Business, if you request that we provide training or assistance on-site, you must pay our then current fee for each trainer. You must also reimburse us for our trainer(s) expenses including travel and accommodations.
Royalty Payment Late Charge	The lesser of 5% per month of any late royalty payment or $50	On demand	Applies to past due payments of Royalties.
Royalty Reporting Charge	$50 per occurrence	On demand	If you fail to submit to us a complete and accurate Royalty Report by the Wednesday of each week for the preceding accounting week you will be required to pay a royalty reporting charge.
Financial Reporting Late Charge	$100 per occurrence	On demand	If you fail to submit or to timely submit to us your unaudited monthly profit and loss statement and balance sheet within 60 days after the end of each month, you will be required to pay a fee of $100. See, Article 13 of the Franchise Agreement.
Interest Charges	The lesser of 18% per annum or the maximum legal rate allowable by the State in which the Franchised Business is located	On demand	Applies to past due payments of royalties, advertising fund fees and all other fees, charges, interest and payments due to us from you. Interest begins to accrue as of the date that any payment is due from you to us.
Review and Audit	Actual Costs	On demand	You must pay to us the costs that we incur in connection with the review and audit of your records if the review and/or audit performed by us results in a finding that you

© 2019. The Internicola Law Firm, P.C.

Type of Fee (Note 1)	Amount	Due Date	Remarks
			have failed to comply with the terms of your Franchise Agreement. These fees are not refundable and include the actual costs that we incur including, but not limited to, fees for accounts, attorneys, administrative staff, travel and lodging expenses.
Transfer	$6,000	Prior to transfer	All transfers are subject to our approval and require the transferee's satisfaction of our training requirements. This fee is not refundable.
Renewal	$15,000	At time of signing renewal franchise agreement	Upon expiration of your initial franchise agreement you may possess the right, subject to our approval, to renew the Franchise Agreement. At the time of renewal you will be required to sign our then current Franchise Agreement.
Collection Costs and Attorney Fees	Amount incurred by us to collect unpaid royalty fees and other fees or sums due from you to us	On demand	Includes the amount of attorney's fees, deposition expenses, expert witness fees, accounting fees and filing fees.
NSF Check Fee or Failed Electronic Fund Transfer	5% of amount or $50 whichever is greater or maximum fee allowed by law	On demand	Applies to payment of Royalty Fees and Advertising Contributions and any other payments to us.
Non-Compliance: General	Amount of fees, costs and/or expenses that we incur in connection with your nonperformance of your obligations under the Franchise Agreement. Includes attorney fees	On demand	You must pay to us and reimburse us for all costs, fees and expenses that we incur as a result of or in connection with your breach of the Franchise Agreement. This includes legal fees, expenses and costs that we incur with outside legal counsel and costs associated with services and/or work performed by our own in-house legal staff.

©2019, The Internicola Law Firm, P.C.

Type of Fee (Note 1)	Amount	Due Date	Remarks
Non-Compliance: Customer Reviews (Note 11)	$250 to $750 per month	On demand	If your aggregate customer review ratings fall below a 4.5 stars out of 5 and/or below a 90% approval rating you must pay us a non-compliance fee of between $250 to $750 per month for each month of non-compliance. See, Note 11.

Explanatory Notes to Item 6
"Other Fees"

Note 1: Type / Fees Payable
The above table describes other recurring or isolated fees or payments that you must pay to us or our affiliates, or which we or our affiliates impose or collect on behalf of a third party, in whole or in part. All fees are recurring unless noted. All fees are payable to us unless otherwise noted and all fees are non-refundable unless otherwise noted. All fees payable to us shall be payable subject to our specification and instruction, including, but not limited to, our election to have all fee automatically drafted from your business bank account or automatically debited or charged to your business bank account. You will be required to sign an ACH Authorization Form (*See,* Franchise Agreement Exhibit 7) permitting us to electronically debit your designated bank account for payment of all fees payable to us (other than the initial franchise fee) as well as any amounts owed to us or our affiliated for goods or services. You must deposit all Gross Sales of the Franchised Business into the bank account for which the ACH authorization was granted. You must install at your expense and use any pre-authorized payment and computerized point of sale systems, automatic payment systems, electronic funds transfer systems or automatic banking system that we may reasonably require related to the operation of the Franchised Business and/or to facilitate the timely payment of fees from you to us by electronic debit. You must pay all service charges and fees charged to you by your bank so that we may electronically debit your bank account.

Note 2: Royalty Fees
Throughout the term of the Franchise Agreement you must pay to us a continuing royalty fee equal to six (6%) percent of your weekly gross sales. If, under our Territory Rules (see, Item 12) we authorize you to provide System Products and Services to a customer located outside of your Operating Territory in an Open Area (an "Out of Territory Customer"), you will pay a royalty fee equal to ten (10%) percent of your gross sales related to Out of Territory Customers.

Note 3: Gross Sales
The term "Gross Sales means the total dollar sales and revenues from all customers of the Franchised Business and includes the total gross amount of revenues and sales from whatever source derived, whether in form of cash, credit, agreements to pay or other consideration including the actual retail value of any goods or services traded, borrowed, or received by you in exchange for any form of non-money consideration (whether or not payment is received at the time of the sale or any amount is proved uncollectible), derived by you from business conducted within and/or outside the operating territory of the Franchised Business that is related to your The Brothers that just do Gutters Business and/or a business that offers services and/or products that are competitive to those that we authorize and designate for the Franchised Business (the foregoing does not constitute approval for the operation of the Franchised Business outside of your operating territory and/or your operation of a business that is competitive to the

© 2019, The Internicola Law Firm, P.C.

Franchised Business). Gross sales include payments received from your employees for products or services purchased at a discounted price. Gross sales do not include sales taxes collected by you.

Note 4: Brand Development Fund
You must pay a weekly continuing Brand Development Fund Fee in an amount of one (1%) percent of your weekly gross sales.

Note 5: Grand Opening
You must spend not less than $12,000 toward the marketing and promotion of the grand opening of the Franchised Business. Your grand-opening marketing must be pre-approved by us and spend by you prior to and within the first three months of the opening of the Franchised Business.

Note 6: DMA Marketing Fund
If a regional or local Designated Marketing Area Marketing Fund ("DMA Marketing Fund") is established for a designated marketing area ("DMA") that includes the Operating Territory of the Franchised Business, you must become a member of the DMA Marketing Fund and make on-going weekly contributions to the DMA Marketing Fund of up to two (2%) percent of your weekly gross sales or such lesser amount that may be determined by us.

Note 7: Business Management Software System Monthly License Fee
You are required to use the customer relationship and business management software system that we designate (the "Business Management System"). Currently, the Business Management System is Service Bridge developed by Service Bridge, LLC. We host the Business Management System (including customer data and data that will be generated by the Franchised Business) on our own internal server and, currently, the Business Management System License is a monthly fee payable to our designated service provider. You must purchase an initial Service Bridge license and thereafter renewal licenses. You must also purchase licenses for portable and iPad versions of Service Bridge to be used by each of your service teams. Currently the license fee for portable and iPad versions of the Service Bridge Application required for portable connection to Service Bridge is $50 per month per user. A Service Bridge license must be purchased for each service vehicle that you operate and for each sales person in the Franchised Business. We reserve the right to supplement and modify the required Business Management System and/or the required licenses and license fees. The Business Management System requires a continuing monthly license fee to be paid to us or a third party that we may designate. The amount of the monthly fee may, over time, vary depending on the volume of your business and the number of service vehicles that you are operating.

Note 8: Technology Fee
The continuing monthly Technology Fee is an administrative fee and is not associated with any particular service. The Technology Fee is currently $100 per month and is subject to increase provided that the monthly Technology Fee shall not exceed $200 per month.

Note 9: Contact Center Fees
You are required to exclusively use the contact center and the contact center services that we designate (the "Contact Center Services"). The monthly Contact Center Fee is a weekly fee that currently is equal to 3% of your weekly gross sales. We reserve the right to increase the contact center fees to 4% of your weekly gross sales. The weekly Contact Center Fee is based on your gross sales and not on your level of usage of our Contact Center Services. In the past we charged Contact Center Fees based on the level of usage and although existing franchisees may continue to be charged on that basis you will be charged for Contact Center Services based on a percentage of your gross sales.
Note 10: Customer Services and Refunds
This fee will be based on the costs incurred by us, including refunds and/or credits that we may undertake on behalf of a customer that was not satisfied with the services or products provided by the Franchised

©2019. The Internicola Law Firm, P.C.

Business. You must guarantee your services to your customers. If we determine that your customer is entitled to reimbursement of fees paid to you we may reimburse your customer directly. You must reimburse us for the amounts that we reimburse your customer.

Note 11: Non-Compliance Fee: Customer Reviews

You must subscribe to and participate in the customer review tracking and reputation management services and providers that we designate. If your customer review or customer satisfaction ratings, as measured across the review platforms that we designate, go below a 4.5 stars out of 5 starts and/or a 90% positive satisfaction rating then you must pay to us a customer review non-compliance fee of $250 for each and every month of non-compliance. If, a condition of non-compliance occurs for more than three-months then we may increase this non-compliance fee to a monthly fee of not more than $750 per month.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

©2019, The Internicola Law Firm, P.C.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure (Note 1)	Amount	Method of Payment	When Due	To Whom Payment is Made
Initial Franchise Fee (Note 2)	$40,000 - $60,000	Lump sum	When you sign the Franchise Agreement	Us
Opening Inventory (Note 3)	$1,000 - $2,000	Lump sum	When you sign the Franchise Agreement	Us or Approved Third party suppliers and vendors, subject to our specifications
Equipment (Note 4)	$15,000 - $20,000	Lump sum	Before opening	Approved Third party suppliers and vendors, subject to our specifications
Business Management Software Initial License (Note 5)	$500 - $1,000	Lump sum	When you sign the Franchise Agreement	Us or Approved Third party suppliers and vendors, subject to our specifications
Office Lease and Deposit (Note 6)	$0 - $9,000	Lump sum	Varies	Third party landlord
Furniture, Fixtures and Leasehold Improvements (Note 7)	$1,500 - $4,000	As incurred	Before opening	Approved Third party suppliers and vendors, subject to our specifications
Commercial Vehicle (Note 8)	$4,000 – $7,500	Lump sum	Before opening and continuing on a monthly basis	Third party automobile leasing company or manufacturer but subject to our specifications and approval
Commercial Vehicle Wrap (Note 8)	$1,500 - $4,000	Lump sum	Before opening	Approved Third party suppliers and vendors, subject to our specifications

© 2019, The Internicola Law Firm, P.C.

Type of Expenditure (Note 1)	Amount	Method of Payment	When Due	To Whom Payment is Made
				to our specifications and approval
Business Licenses (Note 9)	$750 - $1,500	Lump sum	Before opening	Government authorities
Travel and Lodging for Initial Training (Note 10)	$2,000 - $3,500	As incurred	Before opening	Third party
Utility Deposits (Note 11)	$0 - $1,500	As incurred	Before opening	Utility companies
Insurance (Note 12)	$2,500 - $4,000	As incurred	Varies	Insurance companies
Professional Fees (Note 13)	$1,500 - $3,000	As billed	Before opening	Third parties, including attorneys and accountants.
Additional Funds – Initial period of 3 months (Note 14)	$30,000 - $45,000	As incurred	Before opening	Us, utilities approved vendors, employees and other providers of services and goods necessary for the operation of the Franchised Business.
Total Estimate	$100,250 – $166,000			

Explanatory Notes to Item 7
Your Estimated Initial Investment

Note 1: About Your Estimated Initial Investment
These are only estimates and your costs may vary depending on the size of your operating territorys, economic and market conditions, competition, wage rates, the capabilities of your management team, your business experience and other factors. You should carefully review these estimates with your business, accounting and legal advisors before making any decision to sign The Brothers that just do Gutters franchise agreement. All payments are not refundable unless otherwise noted. These estimates do not include interest and financing charges that you may incur and they do not include royalties, marketing development and

© 2019, The Internicola Law Firm, P.C.

other continuing fees that you will be required to pay to us. We do not offer direct or indirect financing. The total estimates are based on the historical experience of our affiliate The Brothers that just do Gutters HV, Inc. Your costs may vary based on a number of factors including the geographic area in which you open, local market conditions, the location selected, the time it takes to build sales and your skills at operating a business. This estimate assumes that you will be operating the Franchised Business from your home and not from a leased commercial office. We recommend that you use these categories and estimates as a guide to develop your own business plan and budget and investigate specific costs in your area.

Note 2: Initial Franchise Fee
The initial franchise fee for a The Brothers that just do Gutters franchise may vary depending on whether or not you request and we agree to add additional Zones or sub-Zones to your Base Operating Territory.

Note 3: Opening Inventory
You must purchase your initial opening inventory of brackets and parts from our approved and designated suppliers. This initial inventory is intended as a minor supplement to the parts and supplies that you will be required to purchase on a customer-to-customer basis and in connection with your day-to-day operations and includes an initial supply if branded apparel and uniforms.

Note 4: Equipment
The services provided by the Franchised Business are provided on-site at the location of the customer. Your equipment will include tools for customizing fabricating and for gutter cleaning, maintenance, installation, replacement and repair services. You will be required to purchase one office computer and one iPad tablet with wireless internet access. Each computer and device must, at all times, be connected to the internet and maintain high-speed internet access. Each device will be required to maintain access to the systems (including your Business Management System) that we designate. You do not purchase the computer equipment from us. The cost of the equipment you purchase will vary depending on the amount and configuration of the equipment you buy, the supplier you choose. All equipment must meet with our designated standards and specifications over time as you add additional service vehicles you will likewise be required to duplicate your equipment.

Note 5: Business Management Software System
You are required to license and use the Business Management System that we designate. Currently, our designated Business Management System is a version of Service Bridge with data hosted and maintained on our internal server. Your office facility computer and your service vehicles, (connected through iPads), will require high-speed internet access as you and your employees (including during service and estimate visits) will require constant access to the Business Management System. You will require at least one office computer with high-speed internet access and for each service vehicle you will require one iPad with high-speed internet access. This estimate does not include the monthly license fees that you will incur. We reserve the exclusive right to change vendors and to move your data and information to alternative Business Management System providers. This estimate is for your initial license fee.

Note 6: Office Lease and Deposit
There is no requirement to purchase or lease real estate in connection with the ownership and operation of the Franchised Business. If you elect to operate the Franchised Business from a commercial facility, we assuming that you will be leasing the facility and that the facility will be in a lower rent commercial district that is industrial in nature, is not class "A" office space, and permits the management and administrative operation of the Franchised Business and the parking of your commercial service vehicles. The cost of real estate varies considerably based on the local real estate market and the size and location of the property that you elect to purchase or lease. We do not include in this estimate the costs associated with leasing an Administrative Office as this is optional and at your discretion.

© 2019. The Internicola Law Firm, P.C.

To the extent that you operate the Franchised Business from a commercial business facility, you must ensure that the facility has been approved by us and complies with local and state laws. The commercial facility that you select and lease should be in a lower rent commercial district and space that is industrial in nature and should permit your maintenance of an administrative office and a working area to meet with staff and coordinate daily service efforts. The cost of real estate varies considerably based on the local real estate market and the size and location of the property that you elect purchased or lease. You will be required to pay the landlord a security deposit. The amount of your security deposit is something that you will negotiate directly with the landlord and will vary significantly based on a number of factors, including the desirability of your leased location and your own negotiations. Although we recommend that you operate the Franchised Business from a commercial business facility, you are not required to do so and, if permitted by local laws and regulations you may operate the Franchised Business from your personal residence located within your Operating Territory. In such circumstance you will not be required to pay a deposit for a lease.

The size of your commercial facility will vary depending on the size of your Operating Territory but, in general, should be approximately 750 to 1,500 square feet. The cost for your commercial facility will vary considerably depending on its size and location. This facility is for operational purposes and should not be located in higher rent commercial areas. The facility should allow parking for your The Brothers that just do Gutters technicians, employees and your branded The Brothers that just do Gutters vehicle(s). You This facility should permit and possess sufficient electrical capacity, water connections, gas connections and water disposal connections to permit office operations and inventory storage. Your facility must permit and provide access to high speed internet. The "Estimated Initial Investment" does not include the purchase of real property should you elect to purchase the real property as the approved location for the Franchised Business.

Note 7: Furniture Fixtures and Leasehold Improvements

The leased facility from which you will be operating the Franchised Business is intended for backend operations and not for customer meetings. You will require at least one office desk and computer station for monitoring appointments, updating the Business Management System and monitoring service visits.

Note 8: Commercial Vehicle

The estimate that we provided is an estimate of only the first three (3) months of lease installment payments or purchase finance financing for your The Brothers that just do Gutters vehicle. This expense will be a monthly on-going expense. You are required to utilize a designated vehicle in connection with the operations of the Franchised Business. The vehicle must meet our standards and specifications and must be a relatively new vehicle in clean condition. Typical vehicles that we approve include designated GMC, Chevy and Ford 16' box vans. The vehicle must be designated as a commercial vehicle for use by your employees in traveling to and from customer homes. The vehicle must be wrapped with The Brothers that just do Gutters branding and design features that we approve. We anticipate that you will be leasing this vehicle and that you will be required to maintain commercial automobile insurance. The Brothers that just do Gutters branded and wrapped vehicles are an important part of maintaining brand identity and attracting new customers. Our estimate assumes that you will initially lease and operate one The Brothers that just do Gutters vehicle. You may only operate your Brothers that just do Gutters Business from authorized The Brothers that just do Gutters vehicles. The estimate provided is for the three (3) months of lease payments for one The Brothers that just do Gutters vehicle. These payments (*i.e.*, your monthly fee) will be an on-going expense throughout the operation of the Franchised Business. If you add more The Brothers that just do Gutters vehicles this fee will increase by a multiple of each additional vehicle. As your customer base expands, so will the number of employees that you hire and the number of dedicated vehicles that you will be required to utilize in the operation of the Franchised Business. Also, you will be required to incur fees and charges for fuel and vehicle cleaning and maintenance. On-going fuel charges and vehicle maintenance charges are not included in this estimate. We designate and must approve of the branding wrap that is installed and wrapped on your approved vehicles.

© 2019, The Internicola Law Firm, P.C.

Note 9: Business Licenses

The licenses necessary to operate the Franchised Business will vary depending on local, municipal, county and state regulations. All licensing fees are paid directly to the governmental authorities when incurred and are due prior to opening for business.

Note 10: Travel and Lodging for Initial Training

Prior to establishing the day-to-day operations of the Franchised Business you must complete our pre-opening training program. You are responsible for the travel, food, and lodging expenses that you will incur when you attend our training program and the salary and benefit costs of your attendees. Costs vary due to distances from your location to our training facility and the quality of the food and lodging you choose. Other factors include seasonal variations in the price of travel and lodging expenses, general economic conditions, and your persistence in obtaining the best prices available.

Note 11: Utility Deposits

In order to secure the appropriate utilities required for the operation of the Franchised Business, including but not limited to gas, electric, water, sewer and a high speed internet connection, you will be required to pay upfront deposits to each applicable utility company. Although we recommend that you operate the Franchised Business from a commercial business facility, you are not required to do so and, if permitted by local laws and regulations you may operate the Franchised Business from your personal residence located within your Operating Territory. In such circumstance you will not be required to pay a deposit for utilities.

Note 12: Insurance

You are required to maintain certain specified insurance respecting the operations of the Franchised Business. Your actual payments for insurance and the timing of those payments will be determined based on your agreement with your insurance company and/or insurance agent. The cost of your insurance coverage will be based on factors outside of our control. The amount charged for insurance coverage may be significantly more or less than our estimate. This estimate is for the cost of an initial deposit in order to obtain the minimum required insurance. You should check with your local carrier for actual premium quotes and costs, as well as the actual cost of the deposit. The cost of coverage will vary based upon the area in which your Restaurant will be located, your experience with the insurance carrier, the loss experience of the carrier and other factors beyond our control. We recommend that you consult with your insurance carrier before proceeding with an investment in a The Brothers that just do Gutters Business.

Note 13: Professional Fees

These fees are representative of the costs for engagement of professionals such as attorneys and accountants to advise you prior to signing a The Brothers that just do Gutters Franchise Agreement. We recommend that you seek the assistance of professional advisors when evaluating this franchise opportunity, this disclosure document and the Franchise Agreement.

Note 14: Additional Funds

This is an estimate of additional funds (in addition to the other fees and expenses identified in this Item 7) that will be required to cover expenses that you will incur before operations begin at the Franchised Business and during first three (3) months following the opening of the Franchised Business (the "Initial Period"). This is only an estimate and we cannot assure you that you will not incur additional expenses during the Initial Period. You should calculate estimated start-up and operating expenses based on current market conditions in your area and consider whether additional cash reserves are needed. Our estimates do not include salary or compensation to you as the owner and operator of the Franchised Business and, accordingly you must account for personal funds that you will require. We have relied on the experience of our affiliates in making this estimate.

© 2019. The Internicola Law Firm, P.C.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You may only offer, sell, provide and/or utilize those services and products that we authorize and designate in writing and as we may modify from time to time. You must operate the Franchised Business in conformity with the Franchise Agreement and the methods, standards, specifications and sources of supply that we designate and prescribe in our Operations Manual.

Source Restricted Purchases and Leases - Generally

We require that you purchase or lease certain "source restricted" goods and services for the development and operation of the Franchised Business. Source restricted goods and services are goods and services that must meet our specifications and/or must be purchased from an approved or designated supplier. We may designate a supplier (which may include us or our affiliates) as the exclusive supplier for the System. Our specifications and list of approved and designated suppliers are contained in the Operations Manual. We will notify you of any changes to our specifications or list of approved or designated suppliers. We may notify you of these changes in various ways, including written or electronic correspondence, amendments and updates to the Operations Manual, verbal and other forms of communication. We formulate and modify our standards and specifications for products and services based upon our industry experience in establishing and operating The Brothers that just do Gutters Businesses and our management decisions as to the overall operation and expansion of the System.

Suppliers and Supplier Criteria

We may designate ourselves and our affiliates as exclusive suppliers of source restricted goods and services. We may designate ourselves or a third party as exclusive supplier irrespective of the existence of competing suppliers. If there is no designated supplier for a particular item, you will purchase all products, supplies and services from suppliers who meet our specifications and standards. If you want to purchase or lease a source restricted item from a supplier that has not been previously approved and designated by us in writing, you must send us a written request for approval and submit any additional information that we may request. We may request that you send us samples from the supplier for testing and documentation from the supplier for evaluation. We may also require, subject to our discretion, that we be allowed to inspect the supplier's facilities. We do not charge you a fee in connection with our approval or disapproval of an alternative supplier. We will notify you of our approval or disapproval within a reasonable time not exceeding 60 days after we receive your written request for approval plus all additional information and samples that we may request. We may, in our sole and absolute discretion, withhold our approval. When considering and evaluating the approval of a particular supplier, among other things, we consider: whether the supplier can demonstrate to our reasonable satisfaction the ability to meet our standards, specifications and production requirements, the suppliers quality control, whether or not we are the exclusive supplier of the particular item, whether or not our affiliate or affiliates are the exclusive supplier of the particular item, and whether or not the suppliers approval, in our sole and exclusive determination, will allow us to advance the overall interests of the System.

We estimate that your purchase of goods and services from suppliers according to our specifications, including your purchase of goods or services from our designated exclusive suppliers to represent approximately 75% of your total purchases and leases in establishing the Franchised Business and approximately 20% of the on-going operating expenses of the Franchised Business. No officer of ours owns any interest in any of our designated suppliers.

As described, we currently require that you purchase or lease the following source restricted goods and services:

© 2019. The Internicola Law Firm, P.C.

Gutters, Gutter Parts and Installation Kits

You must purchase all of your inventory and requirements for gutters, gutter guards, gutter installation kits, and gutter installation and repair tools from us, our affiliate, or from our designees. We exclusively control the types, manufacturers and sources of supply of the gutters, gutter guards, gutter installation kits, and gutter installation and repair tools that you must exclusively utilize in the Franchised Business.

Business Management System

You must utilize those software and customer relationship management systems (the "Business Management System") that we designate. You will be required to continuously enter, maintain and update your business and financial information in the Business Management System. At all times the Business Management System must be maintained on a desktop computer and on a portable tablet computer to be maintained by each service vehicle that you utilize. At our election the data and information related to the Franchised Business may be maintained on a cloud based server, servers hosted by us or as otherwise designated by us.

The Business Management System requires your payment of an initial license fee, supplemental license fees for additional computers and tablets that you may utilize and will add as you increase the number of service vehicles operated by the Franchised Business. There are no substitutes for the Business Management System. At present, Service Bridge developed by Service Bridge, LLC is the only approved supplier of the Business Management System. In addition to this upfront fee you will be required to purchase individual user licenses (currently $300 per user), a Google maps license (currently $250 per license) and annual license renewal fees. The foregoing fees are subject to change. At all times we reserve the exclusive right to change vendors and to move your data and information to alternative Business Management System Providers. We will earn revenue from your licensing and utilization of the Business Management System.

Contact Center Services

We are the exclusive supplier of Contact Center Services. You are required to use the Contact Center Services that we designate. Our contact center is not limited to phone based communications and includes other forms of customer engagement focused on new customer inquiries, scheduling estimate and service visits, and responding to customer service issues. On a monthly basis you contact center fees to us based on your monthly gross sales. Currently the contact center service fee is 3% of your gross sales but we may increase this fee to 4% of gross sales. We will earn revenue from your use of Contact Center Services. For the period of January 1, 2018 through December 31, 2018 we received $178,508 in revenue for the Contact Center Services, representing 26% of our overall 2018 revenue of $698,056.

Service Vehicle(s)

You must lease or purchase the service vehicles for the Franchised Business from the suppliers that we designate. The vehicle must meet our standards and specifications. The vehicle(s) must be designated as a commercial vehicle(s) for use by your employees in traveling to and from customer homes. The vehicle must be wrapped and branded in accordance with our specifications.

Recycling

We reserve the right to establish mandatory recycling programs where we may designate exclusive suppliers that purchase and offer recycling services of used gutters and gutter materials.

©2019. The Internicola Law Firm, P.C.

Branded Items, Marketing Materials and Marketing

All materials bearing the Licensed Marks (including, but not limited to, stationary, business cards, brochures, apparel and displays) must meet our standards and specifications and must be purchased from either us directly or our designated exclusive suppliers. All of your marketing materials must comply with our standards and specifications and must be approved by us before you use them. You may market the Franchised Business through approved digital media and social media platforms provided that you do so in accordance with our digital media and social media policies. You must purchase all branded marketing materials from either us or our designated exclusive supplier. We may require that you exclusively utilize our designated supplier for social and digital media marketing services and exclusively utilize our social media platforms, vendors and marketing channels.

On a monthly basis your local marketing effort must include digital marketing and pay per click advertising that we direct and administer. At a minimum, you must spend not less than $2,000 per month of your local marketing on digital web based marketing, including pay per click advertising that may be directed, managed and/or administered by us, an affiliate that we designate or a third-party that we designate. If we, or our affiliate, directly manage you pay per click and digital marketing, the fees the administration and management fees that we charge will not exceed 10% of your total marketing spend.

Insurance

You must obtain the insurance coverage that we require from time to time as set forth in the Franchise Agreement and as may be supplemented and modified in the Operations Manual. All insurance policies required under your franchise agreement must be written by a responsible carrier, reasonably acceptable to us and all insurance (excluding workers' compensation) must name us, our officers, directors, shareholders, partners, agents, representatives, independent contractors and as additional insureds. The insurance policies must include a provision for a 60-day notice of cancellation to us. A Certificate of Insurance must be furnished to us prior to the effective date of your franchise agreement and prior to each policy renewal period.

Insurance coverage must be at least as comprehensive as the minimum requirements set forth in the chart below and in the Franchise Agreement (*See*, Article 9 of the Franchise Agreement). You must consult your carrier representative to determine the level of coverage necessary for the Franchised Business. Higher exposures may require higher limits.

Commercial General Liability Insurance, including contractual liability, property damage, personal injury, and products liability coverage in the amount of One Million Dollars ($1,000,000) each occurrence and Two Million Dollars ($2,000,000) annual aggregate.

"All Risks" coverage, including Flood, Earthquake, and Boiler and Machinery, for the full cost of replacement of Franchisee's Administrative Office and all other property in which Franchisee may have an interest.

Automobile liability insurance with limits of not less than One Million Dollars ($1,000,000) per accident for all owned, hired, and non-owned vehicles you, your employees, or any other person performing work on your behalf operate.

Business Interruption Insurance Coverage in the amount of Two Hundred and Fifty Thousand ($250,000) Dollars or Actual Loss Sustained per occurrence insuring for and against all losses and damages resulting from an interruption in the operation of the Franchised Business.

© 2019. The Internicola Law Firm, P.C.

Employer's Liability insurance in the amount of Five Hundred Thousand Dollars ($500,000) bodily injury accident and Five Hundred Thousand Dollars ($500,000) bodily injury accident and Five Hundred Thousand Dollars ($500,000) bodily injury by disease.

Worker's compensation insurance in amounts provided by applicable law or rule of the state and locality where Franchisee's Administrative Office is located, or, if permissible under applicable law, employer's liability insurance with similar compensation for injured workers satisfactory to Franchisor.

Employment practices liability insurance in the amount of One Million Dollars ($1,000,000) covering discrimination, harassment and similar claims asserted by Franchisee's employees.

An umbrella policy covering all The Brothers that just do Gutters Businesses operated by Franchisee that would cover any excess claims arising from those The Brothers that just do Gutters Business in the amount of Two Million Five Hundred Thousand ($2,500,000) Dollars.

Other insurance as may be required by the state or locality in which the Franchised Business is located and operated.

Purchase Agreements

We may negotiate group rates, including price terms, for the purchase of equipment and supplies necessary for the establishment and/or operation of the Franchised Business. Presently there are no purchase or supply agreements in effect for source restricted products or services and there are no purchasing or distribution cooperatives that you must join. You will not receive any material benefits for using designated or approved suppliers.

Franchisor Revenue from Source Restricted Purchases

We do not currently receive rebates, payments or other material benefits from suppliers based on franchisee purchases, but we may do so in the future. As of the Issuance Date of this Disclosure Document we have not received revenues from franchisee purchases from designated or approved suppliers.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

©2019, The Internicola Law Firm, P.C.

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	Article(s) in Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	2, 3.B	7, 11
b. Pre-opening purchases and leases	3, 9	7, 8
c. Site development and other pre-opening requirements	3, 4, 8.F, 8.G, 8.I, 8.J, 9, 10.B	6, 7, 11
d. Initial and ongoing training	4, 8.J	11
e. Opening	2, 3, 4, 10	11
f. Fees	3, 4.A, 5, 10, 13, 14, 15, 16, 17, 19.N.	5, 6, 7
g. Compliance with standards and policies / manual	3, 4, 6, 7, 8, 9, 10, 13	8, 11
h. Trademarks and proprietary information	6, 7, 12	13, 14
i. Restrictions on products and services offered	3, 4.C., 8	8, 11, 16
j. Warranty and customer service requirements	8	16
k. Territorial development and sales quotas	2	12
l. Ongoing product and service purchases	3, 4.C., 5, 8	8
m. Maintenance, appearance and remodeling requirements	8	7, 17
n. Insurance	9	7, 8
o. Advertising	4.C, 8.I., 10, 12	6, 11
p. Indemnification	11	6
q. Owner's participation, management, staffing	4, 6, 7, 8	11, 15

© 2019, The Internicola Law Firm, P.C.

Obligation	Article(s) in Agreement	Disclosure Document Item
r. Records and reports	5, 13	6
s. Inspections and Audits	14	6, 11
t. Transfer	15	17
u. Renewal	16	17
v. Post-termination obligations	6, 7, 18, 19	17
w. Non-Competition Covenants	6, 7, 18, 19	17
x. Dispute Resolution	19.F, 19.G	17
y. Other: Individual guarantee of franchisee obligations	2, 7, 15.C, 15.E	9

ITEM 10
FINANCING

We do not offer direct or indirect financing. We do not guarantee any note, lease or other obligation on your behalf.

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

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

Pre-Opening Obligations
Our obligations to you prior to the opening of the Franchised Business:

1. Grant of Franchise. Granting you the right to operate the Franchised Business within a designated Operating Territory. (See, Franchise Agreement, Article 2.A)

2. Operating Territory – At the time of signing the Franchise Agreement we will define the Operating Territory for the Franchised Business and include the geographic boundaries and/or a description of your Operating Territory. (Franchise Agreement, Article 2, Schedule 1, and Schedule 2);

3. Manuals. We will loan you a copy of our confidential and proprietary Manuals. You must operate the Franchised Business in accordance with the Manuals and all applicable laws, rules and regulations. At all times, we reserve the right to supplement, modify and update the Manuals. The operations manual, as of the Issuance Date of this Disclosure Document, consists of 34 pages and the table of contents to the operations manual is attached as Exhibit C to this Disclosure Document. (*See*, Franchise Agreement, Article 4.C.). The major subjects contained in the Manuals consist of the Building of a The Brothers that just do

© 2019, The Internicola Law Firm, P.C.

Gutters Business, The Brothers that just do Gutters product line and services, The Brothers that just do Gutters Marketing Programs and operating the Franchised Business. (*See*, Franchise Agreement, Article 4);

4. Approved Suppliers and Distributors. We will provide you with a list of our approved suppliers and distributors (to the extent that we have designated them), either as part of the Manuals or otherwise in writing. (*See*, Franchise Agreement, Article 4.B.);

5. Site Review, Approval and Operating Territory. If you elect to operate the Franchised Business from a commercial location, we will review your proposed site and we will notify you of our approval or disapproval of your proposed site. Your Operating Territory will be selected and designated prior to signing your Franchise Agreement. Additional information about site selection is discussed in more detail below in this Item 11.

6. Web Media and Software Systems. We will establish a web page and/or web pages and/or a website sub-domain respecting the Operating Territory within which you will be operating the Franchised Business. We will populate and provide you with access to the Business Management System and Business Management System that you will utilize in the day-to-day operations of the Franchised Business. (*See*, Franchise Agreement, Article 4).

7. Initial Training. Within 90 days after the date you sign the Franchise Agreement or prior to opening the Franchised Business, we will provide you (and up to one of your designated managers) with training in accordance with our initial training program. (*See*, Franchise Agreement, Article 4). Our current training program is to be attended by you and up to one manager that you designate and select and shall be provided at our corporate offices in LaGrangeville, NY or, at our election, an existing franchisee location that we designate. Irrespective of the training location that we designate you are responsible for travel and lodging expenses. The training program takes place over a period of fourteen (14) consecutive working days. (*See*, Franchise Agreement, Article 4).

Site Selection

You may operate the Franchised Business from your home if your home is located within your designated operating territory and if permitted by local law. If you elect to operate the Franchised Business from a commercial office facility, you are responsible for selecting a site for your office, and you must obtain our approval of your site location. Generally, we do not own or lease the real property that will serve as your office location for your Franchised Business and you are responsible for all costs and expenses in locating and evaluating proposed sites. Before you enter into a lease or other agreement securing an office you must obtain our approval. We will provide you with site selection guidelines. The office for your Franchised Business must be located within your Operating Territory (*See*, Franchise Agreement, Article 3.B).

Although there is no specified time limit for us to review the proposed office for your Franchise Business, we will do so within a reasonably expedient time period, not exceeding thirty (30) days of our receipt of your written request for our review of a proposed site and your submission to us of the information and documentation that we may request concerning the proposed office. In determining whether to approve or disapprove a proposed site, factors that we take into consideration include: (a) characteristics of the proposed site; and (b) the location of your proposed site relative to your overall Operating Territory.

Since you may operate the Franchised Business from your home there is no required time period within which you must secure a commercial office location. If you do not meet our requirements for site selection we may terminate your Franchise Agreement without refunding any fees to you. It is your obligation to consult with government agencies, architects and legal professionals to evaluate and determine that your site permits the establishment and operation of the Franchised Business and that you possess the necessary licenses and authority to operate the Franchised Business. (Franchise Agreement, Article 3).

© 2019. The Internicola Law Firm, P.C.

Time to Open

You may not open the Franchised Business until you have completed your initial training to our satisfaction, obtained the necessary licensing and authorization from state and regulatory agencies within your Operating Territory, have obtained and provided us with written proof of the required insurance.

We estimate that the length of time between the signing your Franchise Agreement and opening the Franchised Business to be approximately three (3) months to six (6) months. Factors that may affect this estimated time period include: (a) length of time undertaken by you to complete our initial training program to our satisfaction; (b) negotiating and obtaining a suitable lease for the Franchised Business; (c) obtain third-party lender financing, if necessary; and (d) obtaining the necessary licenses for the operation of the Franchised Business. Other factors that may affect this time period include availability of equipment, delays associated with equipment installation and the construction and/or installation of your leasehold improvements and fixtures. You must open the Franchised Business within six (6) months from the date of signing your Franchise Agreement, otherwise we may terminate your Franchise Agreement without refunding any fees to you.

Post-Opening Obligations

Our obligations to you after the opening of the Franchised Business:

1. Supplemental Training - We may require that you and your Operating Manager participate in supplemental on-site training that we may designate and require in our sole discretion. We may provide, in our discretion, supplemental training on-site at the offices of your Franchised Business. You will be required to pay our then current supplemental training fee, which is currently Five Hundred ($500) Dollars, per on-site trainer, per day, plus travel expenses, meals and accommodation expenses incurred by us. (Franchise Agreement, Article 4.A.);

2. Communication of Operating Standards - We may establish, update and provide you with consultations and communications as to the standards, procedures and System requirements as to the operation of the Franchised Business including, but not limited to, System Products and Services, marketing and promotion standards, and as we may, in our discretion, designate, modify, supplement and amend from time to time and, as set forth in the Manuals which we may, in our discretion, modify from time to time. (Franchise Agreement, Articles 4.B. and 4.C.);

3. Marketing Standards and Approval - We may establish, update and communicate to you our standards for the marketing and promotion of the Franchised Business including, but not limited to, those marketing materials and mediums that you may utilize. We will respond to your request respecting the communication of our approval or disapproval of marketing materials and/or mediums that may be requested by you for use in the marketing and promotion of the Franchised Business. At all times we maintain full discretion and as (Franchise Agreement, Article 4.B.);

4. Approved Vendors - We will provide the names and addresses of approved vendors and suppliers for the System Products and Services, equipment and supplies. (Franchise Agreement, Articles 4.B. and 4.C.);

5. Annual System Conference - We may, in our sole discretion, coordinate an annual conference to be attended by franchisees of the System that are in good standing. We may charge an annual conference fee not exceeding One Thousand ($1,000) per attendee. You will be responsible for all travel and accommodation expenses associated with your attendance at the conference. (Franchise Agreement, Article 4.B.);

©2019. The Internicola Law Firm, P.C.

6. Administration of Marketing Funds - We may administer and manage System-wide marketing funds comprised of a Brand Development Fund and/or DMA Marketing Fund. At present, we administer a Brand Development Fund but have not implemented a DMA Marketing Fund. (Franchise Agreement, Articles 10.A. and 10.C.);

7. Protection of Licensed Marks. We will legally protect the Licensed Marks and the goodwill of the franchise system (*See*, Franchise Agreement, Article 12).

8. Supplement and Modify Operations Manual. We will furnish all supplements and modifications to the Operations Manual (*See*, Franchise Agreement, Article 4.C.).

9. We may, in our sole discretion, periodically review the Franchised Business and render written reports if deemed appropriate by us. (*See*, Franchise Agreement, Article 4).

10. We will conduct research and development. (*See*, Franchise Agreement, Article 4).

11. Hiring and Training of Employees - We do not provide assistance with the hiring and training of your employees. You will be directly responsible for the management and supervision of your employees. For the protection of the System you must ensure that all employees wear and maintain the proper uniforms with our approved System branded apparel and uniforms including, but not limited to the apparel and uniforms comprising System Equipment and Supplies. You must monitor and ensure that all System Products and Services are provided in accordance with the System standards and Manuals; and

12. Pricing - You will exclusively determine the prices that you charge for the System Products and Services offered and sold by your Franchised Business. We may suggest pricing levels that we recommend.

Advertising

1. Generally - All advertising, marketing, marketing materials and all marketing mediums used by you in the marketing and promotion of the Franchised Business must be pre-approved by us in writing and conform to our standards and specifications. You may only utilize those advertising and marketing materials and mediums that we designate and approve in writing. In our discretion we may make available to you approved marketing templates comprised of pre-approved ads, ad copy and digital media that you may utilize at your own expense. If you wish to utilize marketing materials and/or marketing mediums that are not currently approved by us in writing, you may submit a written request requesting permission and we will approve or disapprove of your request within fifteen (15) days of your submission of the written request and sample marketing materials. (Franchise Agreement, Article 10);

2. Local Marketing. You are not authorized to engage in any local marketing unless we pre-approve such advertising. (*See*, Franchise Agreement, Article 10.B.). You are required to engage in local marketing and you are required to commit specific minimum amount of funds to your local marketing efforts. We will review your local marketing programs and notify you if we approve same. Further, we will make available to you and provide you with access to various monthly and seasonal print, direct mail and email marketing campaigns (in the form of a source document) that you may utilize. In those instances where we provide you with access to our marketing campaigns we provide you with the source designs and design specifications. However, you will incur the direct costs associated with utilizing such marketing campaigns and in having such campaigns printed, distributed and/or placed with media sources (Franchise Agreement, Article 10);

3. Website and Web Media. All web related media and marketing must be approved by us. In connection with the www.BrothersGutters.com webpage and/or sub-domain designated for your Operating Territory

©2019, The Internicola Law Firm, P.C.

we will actively monitor same, assist with adding content that you develop and provide to us and for which we approve. We will provide technical support regarding your www.BrothersGutters.com web page and/or sub-domain. We will also continue to populate your Business Management System with our approved web templates. (*See*, Franchise Agreement, Article 4).

4. DMA Marketing Fund. We possess the exclusive right to authorize, establish, control, administer and/or designate a regional or local Designated Marketing Area Marketing Fund ("DMA Marketing Fund") for a designated marketing area ("DMA") that includes your Operating Territory (*See*, Franchise Agreement, Article 10.C). As disclosed in Item 6 of this Disclosure Document, if a DMA Marketing Fund is established for a DMA that includes the Operating Territory of your Franchised Business, you must contribute to the DMA Marketing Fund a weekly sum not to exceed 2% of the weekly gross sales of your Franchised Business. We will exclusively determine the geographic and other boundaries constituting each respective DMA and factors that we will consider include media markets including print, television and digital. If we establish a DMA Marketing Fund, we will administer the DMA Marketing Fund and the DMA Marketing Fund will be subject to the terms of your Franchise Agreement and the administration rules that we establish. Your DMA Marketing Fund may conduct and administer media advertising, marketing and public relations for all of its contributing members and we may establish governance rules such that determinations and decisions as to marketing spends and utilization of the funds in the DMA Marketing Fund may be determined by a simple majority of franchisees in the DMA with twenty-five percent of the member franchisees voting and constituting a quorum. Your DMA Marketing Fund may employ the services of advertising agencies and public relations firms. Each The Brothers that just do Gutters Business with operating territories located within the DMA will contribute a monthly sum not to exceed 2% of monthly gross sales to the DMA Marketing Fund. The DMA Marketing Fund will be required to maintain unaudited financial records detailing its expenditures for approved media advertising, marketing and public relations in your DMA, and will provide its contributing members with an unaudited accounting of how the monies contributed to the DMA Marketing Fund were spent each year. Contributions to the DMA Marketing Fund will be spent in the fiscal year in which they are paid. We maintain the authority, in our discretion, to change, dissolve or merge DMA Marketing Funds. Our company and/or our affiliate owned The Brothers that just do Gutters Businesses may but are not required to contribute to any DMA Marketing Fund. We will administer this marketing fund in our sole discretion. There are no governing documents as to how we will administer this fund other than as contained in the Franchise Agreement. At present, we have not established and/or approved any DMA Marketing Fund nor designated any DMA's Franchise Agreement, Article 10);

We have not established nor require your participation in any DMA and therefore we have not established any local or regional advertising cooperative but may do so in the future.

5. Brand Development Fund. We will control and administer a brand development fund (the "Brand Development Fund") (*See*, Franchise Agreement, Article 10.A.). As disclosed in Item 6 of this Disclosure Document, you must contribute a monthly sum not to exceed one (1%) percent of monthly gross sales to the Brand Development Fund. We may use the Brand Development Fund for market studies, research, service development, product development, testing, research studies, technology development, advertising and public relations studies or services, creative production and printing of advertising and marketing materials, advertising copy and commercials, tracking costs, agency fees, administrative costs, which may include reimbursement for direct administrative and personnel costs associated with advertising and public relations, and any other costs associated with the development, marketing and testing of advertising, marketing and public relations materials, and for the purchase of media placement, advertising time and public relations materials in national, regional or other advertising and public relations media in a manner determined by us, in our sole discretion, to be in the best interest of the franchisees and the System. Our company and/or affiliate owned The Brothers that just do Gutters businesses may but are not required to contribute to the Brand Development Fund. The Brand Development Fund will be required to maintain

© 2019. The Internicola Law Firm, P.C.

unaudited financial records detailing its expenditures and will make available to you (no more frequently than one time in any twelve month period) an unaudited accounting of how the monies contributed to the Brand Development Fund were spent each year. The Brand Development Fund will not be used to directly promote your Franchised Business or the marketing area in which your Franchised Business will be located. Our company and/or our affiliate owned The Brothers that just do Gutters businesses may but are not required to contribute to the Brand Development Fund. (*See*, Franchise Agreement, Article 10.A.)

We may utilize the Brand Development Fund to develop and test various media and technologies for potential utilization and/or improvement of the operations of The Brothers that just do Gutters Businesses and the marketing of The Brothers that just do Gutters Businesses. These technology developments and/or improvements may relate, among other things, to our website and to the interaction and potential enhancement of web offerings that may or may not be implemented on behalf of The Brothers that just do Gutters Franchisees. You may or may not benefit from these technology developments and improvements.

As of January 1, 2018, the Brand Development Fund maintained a balance of $26,750. During 2018 the Brand Development Fund collected and received $42,230 and, as of December 31, 2018 the balance of the Brand Development Fund was $0. In 2018, the Brand Development Fund spent $68,980 with approximately 18% of these funds being spent on media placement and web hosting and approximately 55% being spent on administrative expenses provided by us to and on behalf of the Brand Development Fund for which we have received compensation. These services include marketing staff engaged to work on projects regarding development of digital marketing programs. We do not directly utilize the Brand Development Fund to directly market the sale of franchises, however the advertising, marketing and brand development materials developed (including the System Website) may contain basic information as to the availability of The Brothers that just do Gutters Franchisees and contact information for franchise inquiries.

6. Regional Advertising Cooperatives - We have not established and, presently, do not require your participation in any local or regional advertising cooperative, but we reserve the right to do so in the future, including through a DMA that we may designate. (Franchise Agreement, Article 10); and

7. Advertising Council - We have not established and advertising council but reserve the right to do so in the future. (Franchise Agreement, Article 10).

Computer System.

In connection with the daily operations of the Franchised Business you will be required to operate and maintain at least: (a) One desktop or notebook computer to be utilized from the administrative offices from which you operate the Franchised Business. This desktop or notebook computer must be new or relatively new (less than 6 months old) and must, at all times, possess broadband internet access; and (b) For each The Brothers That Just Do Gutters service vehicle that you operate you must also purchase and utilize an iPad tablet that possesses and maintains, at all times, broadband internet access. Each computer and device must, at all times, be connected to the internet and maintain high-speed internet access. Each device will be required to maintain access to the systems (including your Business Management System) that we designate. Presently, the Business Management System that you will be required to utilize and access is a version of Service Bridge with data hosted and maintained on our internal server. Your office facility computer and your service vehicles, (connected through iPads), will require high-speed internet access as you and your employees (including during service and estimate visits) will require constant access to the Business Management System. The data and information to be transmitted through the Business Management System includes customer information, appointments, estimating tools, invoices and contact information. The cost of your required computer systems, including one desktop computer and one iPad device with Wi-Fi and cellular capabilities typically ranges from $1,800 to $2,000. Your estimated costs for the maintenance, repair and updates for the computer and point of sale systems is $1,500 per year. At all times we will or may possess direct access to your computer systems and direct access to the customer

© 2019, The Internicola Law Firm, P.C.

relationship management and other software systems that you will be required to utilize. There are no contractual limits to our right to access your computer systems and information. At all times you will be required to upgrade and update your computer equipment and systems as we may specify in the Manuals. There are no limits to our right to require you to update and upgrade your computer equipment and systems. We will possess access to all of your customer information, prospective customer information, service records, estimate records and information about the financial performance of the Franchised Business.

Training.

We will provide initial training for you or, if applicable, you or your managing shareholder, member or partner and up to one designated manager. You must successfully complete the initial training program to our satisfaction before you open the Franchised Business.

The initial training program occurs on-site at our affiliate The Brothers that just do Gutters Business located in LaGrangeville, NY. The initial training program takes place over an approximate 2 week period. Although we provide you and up to one designated manager with initial training at no additional fee or charge, you will be responsible for all travel, lodging, food, automobile rental expenses and employee wages that you incur in connection with your attendance and participation in our initial training program and the attendance and participation of your designated managers in our initial training program. There is no minimum period of time after signing the Franchise Agreement or before opening that training must be completed. However, you must complete training before opening. You must also participate in and satisfy all other training programs that we may establish respecting the on-going operation of the Franchised Business however, at present, we do not offer or require any additional training or refresher courses. Currently, we provide our initial training program no less frequently than quarterly.

TRAINING PROGRAM

The following chart summarizes the subjects covered in our initial training program:

Subject	Classroom Training (Hours)	On the Job Training (Hours)	Location
Intro to The Brothers that just do Gutters,	0.5	0	LaGrangeville, NY
Our Story, Brand and Success Factors	0.5	0	LaGrangeville, NY
The Products and Services We Offer	4	0	LaGrangeville, NY
The Sales Process and Sales Training	4	11	LaGrangeville, NY
Product Installation and Service Training	6	12	LaGrangeville, NY
Business Systems and System Training	4	4	LaGrangeville, NY
Office Systems and Training	4	8	LaGrangeville, NY
Establishing your Business Plan	4	0	LaGrangeville, NY
Service Vehicle Setup	1	3	LaGrangeville, NY

©2019 The Internicola Law Firm, P.C.

Subject	Classroom Training (Hours)	On the Job Training (Hours)	Location
Office Setup	1	0	LaGrangeville, NY
Review and Getting Started	4	4	LaGrangeville, NY
Total Hours	33	42	

All training will be conducted under the direction and supervision of our Vice President Ryan Parsons and will utilize instructional materials comprised of our confidential operations manual and access to the facilities and equipment of our affiliate's The Brothers that just do Gutters business in LaGrangeville, New York. Since 2002 Ryan Parsons has been involved in managing the daily operations of our affiliate Water-Flow Gutter Solutions, Inc. operation of a The Brothers that just do Gutters Business. Since 2002 Ryan Parson's experience includes establishing, managing, marketing and operating every aspect of a The Brothers that just do Gutters Business.

Opening Requirements.

You may not open the Franchised Business until you have completed your initial training to our satisfaction, obtained the necessary licensing and authorization from state and regulatory agencies within your operating territory, have obtained and provided us with written proof of the required insurance and have secured a suitable location for the operation of the Franchised Business within your operating territory. We estimate that the length of time between the signing of the franchise agreement or the first payment of consideration for the Franchised Business and the opening of the Franchised Business is 90 days but is subject to seasonal factors depending on the location of the operating territory of the Franchised Business. Factors that may affect this estimated time period include your ability to: (a) locate and identify an Operating Territory for the Franchised Business, (b) negotiate and obtain a lease agreement for your The Brothers that just do Gutters office operations, (c) obtain third-party lender financing, if necessary, (d) obtain a vehicle and/or vehicles for the Franchised Business, (e) obtain necessary licenses, (f) complete your initial training obligations and (g) seasonal factors related to the location of your operating territory. You must open the Franchised Business within 180 days from the date of signing your Franchise Agreement. Failure to open the Franchised Business within 180 days constitutes a default of your Franchise Agreement wherein we may terminate your Franchise Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

© 2019, The Internicola Law Firm, P.C.

ITEM 12
TERRITORY

Designated Operating Territory

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. However, during the term of the Franchise Agreement, provided that you are not in default of your obligations to us or our affiliates and, except as to the Reserved Rights identified below, neither us nor our affiliates will establish or operate, or franchise any third-party to establish or operate, a The Brothers that just do Gutters Business using the Licensed Marks and System within your designated operating territory (your "Operating Territory"). You may only operate the Franchised Business within your designated Operating Territory.

The geographic scope and population size of your Operating Territory will vary from the scope and size of the operating territories of our other System franchisees depending on local factors, market conditions and whether or not, at the time of signing your Franchise Agreement, you increase the size of your Base Operating Territory by purchasing and adding additional Zones or owner occupied dwellings. A Base Operating Territory, generally, will consist of a geographic area that includes approximately 150,000 owner occupied dwellings. Subject to availability, our approval and your payment of additional Initial Franchise Fees identified in Item 5 of this Disclosure Document, one or two additional Zones or a portion of a Zone may be added to your Base Operating Territory at the time of signing your Franchise Agreement. Each Zone will be comprised of a geographic area that includes approximately 37,500 owner occupied dwellings. The number of owner occupied dwellings within your designated Operating Territory will be measured based on U.S. Census Bureau data or other publicly available data that we believe to be more reliable. The number of owner occupied dwellings will be determined in the aggregate and will be calculated based on raw data and without regard to demographics or age. In our discretion, we will define and determine what constitutes an owner occupied dwelling.

We will not alter the size of your Operating Territory without your written consent. We will not decrease the size of your Operating Territory if the population within your Operating Territory increases. We will not increase the size of your Operating Territory if the population within your Operating Territory decreases. The continuation of your Operating Territory is not dependent on the achievement of a certain sales volume, market penetration or other contingency other than your continued compliance with and satisfaction of the terms and conditions of your Franchise Agreement. The Franchise Agreement does not grant you options, rights of first refusal or similar rights for your acquisition of additional franchises within your Operating Territory or any contiguous areas.

Territory Rules

You must operate the Franchised Business from a facility located within your Operating Territory although we do not dictate where in the Operating Territory that you must locate your office or facility. You are required to target all of the marketing, promotion and advertising, including web and digital marketing, of your The Brothers that just do Gutters Business to only those customers or potential customers located within in your Operating Territory and you are restricted from marketing outside of your Operating Territory unless you do so as part of a designated marketing area or, otherwise, that we authorize in writing. You may not use alternative channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing, to make sales outside of your Operating Territory. We reserve the right to disapprove of any marketing medium that reaches outside of your Operating Territory. You may only service customers located within your Operating Territory. However, you may service customers reasonably located outside of your Operating Territory only if you first obtain our written approval and permission (which consent and permission may be withheld and denied by us in our sole discretion and for any reason) and so long as those customers are not located in the operating territory of any other franchisee. If, subject to our written approval, you service a customer(s) outside of your Operating Territory who is/are not in the territory of another franchisee (provided you obtained our written consent first), but we later grant rights to such

©2019, The Internicola Law Firm, P.C.

territory to another franchisee, you must give up and transfer such customer(s) to the The Brothers that just do Gutters franchisee that we designate. We possess and reserve the exclusive right to determine the reasonable transfer time of customers serviced outside an operating territory from an existing The Brothers that just do Gutters franchise to a new The Brothers that just do Gutters franchise and same shall be determined in our sole discretion as we determine to be the best interests of the customer.

Reserved Rights

We and our affiliates reserve to ourselves the exclusive right on any and all terms and conditions that we deem advisable and, without any compensation or consideration to you (Franchise Agreement, Article 2.D), to engage in the following activities (our "Reserved Rights"): (a) operate and grant to others the right to develop and operate the Franchised Business, The Brothers that just do Gutters Businesses and Franchised The Brothers that just do Gutters Businesses using the System and Licensed Marks at locations outside your Operating Territory as we deem appropriate and irrespective of the proximity to your Operating Territory; (b) acquire, merge with or otherwise affiliate with one or more businesses of any kind, including businesses that offer and sell products and services that are the same as, or similar to, the Franchised Business, and after such acquisition, merger or affiliation to own and operate, franchise, and/or license others to own and operate and to continue to own and operate such businesses of any kind, even if such businesses offer and sell products and services that are the same as or similar to a the Franchised Business (but not utilizing the Licensed Marks) within your Operating Territory; (c) be acquired by or merge with or otherwise affiliate with one or more businesses of any kind, including businesses that offer and sell products and services that are the same as or similar to the Franchised Business, even if such business or businesses presently or, in the future, own and operate, franchise and/or license others to own and operate businesses that offer and sell products and services that are the same as or similar to the Franchised Business (but not utilizing the Licensed Marks) within your Operating Territory; and (d) use the Licensed Marks and System and to license others to use the Licensed Marks and System, to engage in all other activities not expressly prohibited by the Franchise Agreement.

Additional Disclosures

We do not grant to you any right to share in the proceeds received by us, our affiliates or any third-party from the activities outlined in the preceding paragraph as to our Reserved Rights including, soliciting or conducting business under our Reserved Rights within your Operating Territory. We will not unreasonably withhold our approval of your request to relocate your Administrative Office provided that it is relocated within your Operating Territory and otherwise meets our System standards. We do not have plans to operate or franchise a business under trademarks different from the Licensed Marks that sells or will sell goods or services similar to those that will be offered by you through the Franchised Business. We do have plans to use the Licensed Marks and System to market and sell other services and products that do not include the System Services and Products through a separate company and through a separate franchise offering.

ITEM 13
TRADEMARKS

Under the terms of the franchise agreement, you will be granted a license to utilize the "The Brothers that just do Gutters" trademark and those other marks identified in the chart below in connection with the operations of the Franchised Business. We reserve the right to supplement and modify the Licensed Marks that you may or may not use in connection with the operations of the Franchised Business. You may only use the Licensed Marks in the manner authorized by us in writing and pursuant to the terms of the franchise agreement. You may not use Licensed Marks in connection with the name of your corporation, corporation or other corporate entity that you may establish in connection with the operations of the Franchised Business.

© 2019, The Internicola Law Firm, P.C.

Principal Trademarks Registered with the United States Patent and Trademark Office

The following principal Licensed Marks are registered on the Principal Register of the United States Patent and Trademark Office. As to each of these marks the appropriate affidavits have been filed with the United States Patent and Trademark Office ("USPTO").

Mark	USPTO Registration Number	Registration Date
The Brothers that just do Gutters	4128676	April 17, 2012
	5700592	March 19, 2019

There are no currently effective material determinations of the United States Patent and Trademark Office, the Trademark and Appeal Board, the trademark administrator in any state or any court, no pending infringement, opposition or cancellation proceedings; and no pending litigation involving the Licensed Marks.

We know of no superior rights or infringing uses that could materially affect your use of the Licensed Marks or other related rights in any state. There are no currently effective material determinations of the United States Patent and Trademark Office, the Trademark and Appeal Board, the trademark administrator in any state or any court, no pending infringement, opposition or cancellation proceedings; and no pending litigation involving the Licensed Marks. We know of no superior rights or infringing uses that could materially affect your use of the Licensed Marks or other related rights in any state.

You are required to provide us with written notice as to any claims that you may become aware of respecting the Licensed Marks including, but not limited to, your use of the Licensed Marks and/or a claim associated with a third-party's use of a trademark that is identical or confusingly similar to the Licensed Marks that we have licensed to you. At all times we maintain the exclusive discretion to take any and all actions (or to refrain from any action) that we believe to be appropriate in response to any infringement, challenge or claim. We possess the sole right to exclusively control any and all litigation, legal proceedings, administrative proceedings and/or settlement(s) respecting any actual or alleged infringement, challenge or claim relating to any Mark. You must sign all documents, instruments and agreements and undertake the actions that we, with the advice of our legal counsel, determine to be necessary or advisable respecting the protection and/or maintenance of our interests in the Licensed Marks in any legal proceeding, administrative proceeding or as may be otherwise determined by us. As to the foregoing, we will reimburse you for the reasonable out-of-pocket administrative expenses that you incur and pay in complying with our written instructions.

We will protect your right to use the Licensed Marks and other related rights and to protect you against claims of infringement and unfair competition related to the Licensed Marks but provided that your use of the Licensed Marks is in accordance with the Franchise Agreement and consistent with our instructions and the license granted to you. We will indemnify you against and reimburse you for all damages for which you are held liable in any proceeding arising out of your use of any Mark, under and in compliance with the applicable agreement, and for all costs you reasonably incur in the defense of any claim of this type in which you are named as a party, if you have timely notified us of the claim, have given us sole control of the defense and settlement of any claim and have otherwise complied with the applicable agreement. If we

© 2019. The Internicola Law Firm, P.C.

defend the claim, we have no obligation to indemnify or reimburse you with respect to any fees or disbursements of any attorney that you retain.

If any third-party establishes, to our satisfaction and in our sole discretion that its rights to the marks are, for any legal reason, superior to any of our rights, then we will modify and/or replace the Marks and you must use the variances or other service marks, trademarks or trade names required by and as determined by us. Our sole liability and obligation in such event is to reimburse you for the direct out-of-pocket costs of complying with this obligation, which you must document to our satisfaction, including, by way of example, alterations in signage and replacement of marketing materials. There are no agreements currently in effect that significantly limit our rights to use or license the use of the Licensed Marks in any manner material to you.

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We do not own any patents, we have copyrighted or may copyright advertising materials and design specifications, our Operations Manual and other written materials and items. We have not applied to the United States Copyright Office to register these copyrights. We have not applied to the United States Patent and Trademark Office for the issuance of any patents.

You must keep as confidential our Operations Manual, any supplements to the Operations Manual and any other manuals or written materials (including those materials made available to you in electronic format and as part of an online or cloud based list-serv that is a part of the System) used in connection with the Franchised Business. The Operations Manual contains information about our system, marketing systems, proprietary products and, among other things, confidential methods of operation. We consider the information a trade secret and extremely confidential. You must use all reasonable means to keep this information confidential and prevent any unauthorized copy, duplication, record or reproduction of this information. You must also require your employees to sign confidentiality agreements that will require them to keep confidential, both during and after their employment, all information designated by us as confidential.

You must immediately inform us if you learn of any unauthorized use, infringement or challenge to the copyrighted materials, proprietary or confidential information, including but not limited to our Operations Manual. We will take any and all action(s) (or refrain from same) that we determine, in our sole discretion, to be appropriate. We may control any action we choose to bring. We need not participate in your defense and/or indemnify you for damages or expenses in a proceeding involving a copyright or patent. If any third-party establishes to our satisfaction, in our sole discretion, that its right to these materials are superior, then you must modify or discontinue your use of these materials in accordance with our written instructions.

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

The Franchise Agreement requires that you or, if you are a corporate entity, that your managing shareholder or partner be personally responsible for the daily management and supervision of the Franchised Business (the "Managing Owner"). We must approve your Managing Owner and your Managing Owner must dedicate his or her full time efforts to the management and operation of the Franchised Business and be on-site at the location of the Franchised Business facility. (*See*, Franchise Agreement Article 8.J). Your Managing Owner must have satisfactorily completed our initial training and must have obtained all required licenses and permits necessary to operate a The Brothers that just do Gutters Business within your Operating Territory.

© 2019, The Internicola Law Firm, P.C.

You may hire a manager to assume responsibility for the daily management and supervision of the Franchised Business, only if (a) the manager meets all of our minimum standards and criteria for managers; (b) the manager completes our initial training program; (c) the manager signs our confidentiality and non-competition agreements. All of your employees and other agents and representatives who may have access to our confidential information must sign a confidentiality agreement. (*See*, Item 14 and Franchise Agreement Exhibits "1" and "4"). We do not require that the manager own any equity interest in the franchise.

You and if you are a partnership or corporate entity, each of your members, shareholders and/or partners (collectively, "Owners"), must personally guarantee all of your obligations to us under the Franchise Agreement. Each Owner and Owner's Spouse must personally guarantee your obligations to us under the Franchise Agreement (*See*, Franchise Agreement Articles 2 and 7 and Franchise Agreement Exhibits 1 and 2). You must also promise in writing that, among other things, during the term of the Franchise Agreement you will not participate in any business that in any way competes with a The Brothers that just do Gutters Business, and that for thirty-six (36) months after the expiration of termination of the Franchise Agreement (with said period being tolled during any periods of non-compliance), you will not participate in any competitive business located within and/or servicing customers located within your Operating Territory and a twenty five (25) mile radius surrounding your Operating Territory. Further you will not participate in any competitive business located within and/or servicing customers located within a twenty five (25) mile radius of any other The Brothers that just do Gutters Business and/or the operating territory of any other The Brothers that just do Gutters Business. Your Managers will be required by us to sign a confidentiality agreement (*See*, Franchise Agreement Articles 2.C., 7 and 15.C and Franchise Agreement Exhibits 1, 2 and 4).

ITEM 16
RESTRICTIONS ON PRODUCTS AND SERVICES SOLD

You may only sell the products and services specified or approved by us in writing. You must sell the products and services required by us. We can change the products and services that you must offer. There is no limitation on our right to change the products and services offered by Franchised Business. You are not limited to whom you may sell your products and services, provided you do so exclusively from within your Operating Territory and to/on behalf of customers that are located within your Operating Territory and in compliance with the standards we have determined for the System.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

© 2019. The Intemicola Law Firm, P.C.

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)	Length of the franchise term	2.B	The term is 10 years.
(b)	Renewal or extension of the term	16	If you meet our conditions for renewal you may renew your franchise for up to two additional 10 year renewal terms, for a maximum total of 20 years in addition to your initial 10 year term.
(c)	Requirements for franchisee to renew or extend	16	You must give us 180 days prior written notice; have complied with all material terms and conditions of your current Franchise Agreement; paid all monetary obligations owed to us; agree in writing to remodel, modernize and redecorate the Franchised Business; have the right to continue to occupy the business premises of the Franchised Business; you and your Managers have been retrained; you and your principals sign a general release of any claims against us; and sign our then current standard Franchise Agreement. The then current form of Franchise Agreement may contain terms and conditions materially different from those in your previous franchise agreement, such as different fee requirements and territorial rights.
(d)	Termination by franchisee	17.B	You may terminate only if we fail to cure a material breach of the Franchise Agreement within the cure period.
(e)	Termination by franchisor without cause	Not applicable	We can terminate without cause only if you and we mutually agree, in writing, to terminate.
(f)	Termination by franchisor with "cause"	17.A	We can terminate if you are in default.
(g)	"Cause" defined-curable defaults	17.A(3)	You will have 30 days to cure: a failure to open the Franchised Business in accordance with the terms of the applicable Franchise Agreement; fail

© 2019, The Internicola Law Firm, P.C.

	Provision	Section in Franchise Agreement	Summary
			to pay any uncontested fee to anyone; fail to conform to our System; issue any check which is dishonored, fail to pay for leasehold improvements before commencing business; lose possession of the Franchised Business premises; fail to comply with regulations of any government agency, any insurance policy is terminated; you misuse the Licensed Marks; or if applicable, a failure to comply with the terms of your other franchise agreement(s). You have 10 days to cure a failure to pay any fees due to us or an affiliate.
(h)	"Cause" defined-non-curable defaults	17.A(1), 17.A(2)	The following defaults cannot be cured: You are convicted of any law affecting the Franchised Business or a felony; you are deemed insolvent; you make an assignment for the benefit of creditors; you abandon the Franchised Business; you refuse to allow an audit by us; you violate the Franchise Agreement on 3 or more separate occasions; or your conduct materially impairs our Licensed Marks or Business System.
(i)	Franchisee's obligations on termination/nonrenewal	6, 7, 18	You must cease representing yourself as a The Brothers that just do Gutters Franchisee; cease using our Licensed Marks and System; immediately pay what you owe to us pursuant to the Franchise Agreement; immediately return all printed materials provided to you by us; alter the appearance of the Franchised Business; transfer your telephone directory listings to us; cease using proprietary products and our approved suppliers; and transfer your Domain Names, Websites and Search Engines to us (nothing contained herein shall be implied to permit you to register domain names, websites and/or search engines related to the Franchised Business).
(j)	Assignment of the contract by franchisor	15.A	No restriction on our right to assign.
(k)	"Transfer" by franchisee-definition	15.B	An assignment, sale, or gift; assignment to owned or controlled corporation; assignment if death or disability; sale of capital stock to the public; or grant of mortgage, lien, or security interest.

© 2019, The Internicola Law Firm, P.C.

	Provision	Section in Franchise Agreement	Summary
(l)	Franchisor's approval of transfer by franchisee	15.B	Transfers require our prior written consent, which may be granted or withheld in our discretion.
(m)	Conditions for franchisor's approval of transfer	15.C	Provide us 30 days written notice of the transfer; pay all money owed to us; complete a written agreement between you and us; you and us sign a joint and mutual release; transferee meets our standards; transferee signs a transfer and assignment agreement and if required signs the current form of franchise agreement; transferee and managers successfully completes training program; transferee has acquired all valid licenses; and you pay the transfer fee.
(n)	Franchisor's right of first refusal to acquire franchisee's business	15.F	We may exercise a right of first refusal within 30 days after receipt of notice from you of the prospective sale or transfer of the Franchised Business.
(o)	Franchisor's option to purchase franchisee's business	Not applicable	Not applicable.
(p)	Death or disability of franchisee	15.D	The executor or other personal representative or the remaining shareholders must appoint a manager within a reasonable period of time and that manager must attend training; if you are an individual, your Franchise Agreement may be transferred to your beneficiary without paying a transfer fee to us.
(q)	Non-competition covenants during the term of the franchise	6, 7	No involvement in any competing business and must comply confidentiality, non-disclosure and non-solicitation covenants.
(r)	Noncompetition covenants after the franchise is terminated or expires	6, 7, 18.E	No involvement for 3 years in competing business in: your operating territory(ies); a 25 mile radius of your operating territory(ies); the operating territory of any other The Brothers that just do Gutters Business; and you must comply confidentiality, non-disclosure and non-solicitation covenants.

©2019, The Internicola Law Firm, P.C.

	Provision	Section in Franchise Agreement	Summary
(s)	Modification of the agreement	19.L	Only by written agreement between you and us.
(t)	Integration/merger clauses	19.M	Only the terms of the Franchise Agreement are binding (subject to state law). Any representations or promises outside of the disclosure document and the Franchise Agreement may not be enforceable
(u)	Dispute resolution by arbitration or mediation	Not applicable	Not Applicable.
(v)	Choice of forum	19.G	Supreme Court of the State of New York, New York County or the United States District Court for the Southern District of New York or the Federal District Court nearest to our corporate headquarters at the time such action is filed. (subject to applicable state law)
(w)	Choice of law	19.F	New York law will govern (subject to applicable state law).

ITEM 18
PUBLIC FIGURES

We do not currently use any public figure to promote its franchise. No public figure is currently involved in our management.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

© 2019. The Internicola Law Firm, P.C.

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's 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 if 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 you are considering buying; or (2) 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.

DEFINITIONS

(a) Company Owned Outlet – means an outlet owned either directly or indirectly by us, our affiliate or any person identified in Item 2 of this Disclosure Document, which operates a The Brothers that just do Gutters Business. A Company Owned Outlet also includes any The Brothers that just do Gutters Business that: (i) is operated as a joint venture owned in part by us, our affiliate or any person identified in Item 2 of this Disclosure Document; and (ii) is managed by us our affiliate or any person identified in Item 2.

(b) Cost of Goods and Services Sold – means the sum of:

(i) the gross wages / salary paid directly to employees and/or independent contractors in connection with the installation of gutters and/or the performance of installation or maintenance services on behalf of customers (not including benefits paid to and/or on behalf of these employees nor costs associated with health insurance, disability insurance, payroll taxes, workers compensation benefits, unemployment benefits or any other form of compensation other than direct wages paid to such employees and not including the salary and/or benefits paid to management employees, administrative employees or the owner of the outlet); and

(ii) costs directly incurred for the purchase of goods sold to and/or supplied to customers such as gutters, gutter toppers and gutter brackets.

Costs of Goods and Services Sold does not include, among other things, general expenses nor administrative expenses such as rent, utilities, license fees, administrative salaries, officer, manager or salesperson salaries, general employment expenses (including insurance, disability insurance, payroll taxes, workers compensation benefit expenses, unemployment benefit expenses) marketing expenses, service vehicle maintenance expenses, fuel expenses equipment expenses, employee benefits and all other expenses except for those products installed on customer homes. Costs of Goods and Services Sold also does not include those fees identified in Item 6 of this Disclosure Document including, but not limited to, recurring royalty fees, brand development fund fees, DMA marketing fund fees, technology fees, call center fees, advertising expenses and other expenses identified in Item 6.

(c) Gross Profit – means Gross Sales less Costs of Goods and Services Sold. Gross Profit is not Net Profit and Gross Profit cannot be used to determine whether or not a The Brothers that just does Gutters Business earns and/or generates any Net Profit nor the level and/or amount of any Net Profit.

(d) Gross Sales – means the total revenue derived by each The Brothers that just do Gutters Business less sales tax, discounts, allowances and returns.

(f) Operational Franchise Outlet – means an outlet operated under a The Brothers that just do Gutters Franchise Agreement that is not a Company Owned Outlet.

© 2019. The Internicola Law Firm, P.C.

(g) Outlet – means a The Brothers that just do Gutters Business.

(h) Territory Size – means the approximate number of owner occupied dwellings within the outlets operating territory.

ANALYSIS OF RESULTS OF OPERATIONS OF
COMPANY OWNED OUTLET FOR CALENDAR YEAR 2018

As of the Issuance Date of this Disclosure Document we have one (1) Company Owned Outlet. Our Company Owned Outlet was open and in operation for the entire twelve month period of 2018 and is identified, as follows:

LaGrangeville, NY - This Company Owned Outlet operates from LaGrangeville, New York, has been open for business since 1999 and operates in a market where The Brothers that just do Gutters brand maintains significant awareness among consumers and a significant market presence for twenty years. The operating territory that this Company Owned Outlet presently operates in includes approximately 293,843 owner occupied dwellings.

ANALYSIS OF RESULTS OF OPERATIONS OF
OPERATIONAL FRANCHISE OUTLETS FOR CALENDAR YEAR 2018

As of the Issuance Date of this Disclosure Document we have eight (8) Operational Franchise Outlets and all eight (8) of these Franchise Outlets were open and in operation for the entire twelve month period of 2018. Our Operational Franchise Outlets are identified, as follows:

(a) Lynchburg, VA – This Operational Franchise Outlet operates from Lynchburg, VA, has been open since 2010 and operates in a market where The Brothers that just do Gutters brand maintains significant awareness among consumers and a significant market presence for over fifteen years. The operating territory that this Operational Franchise Outlet operates in includes approximately 310,000 owner occupied dwellings.

(c) Lehigh Valley, PA - This Operational Franchise Outlet operates from Lehigh Valley, PA and has been open for business since 2015. The market that this Operational Franchise Outlet operates in includes approximately 399,389 Owner Occupied Dwellings.

(c) Richmond, VA - This Operational Franchise Outlet operates from Richmond, VA and has been open for business since 2015. The market that this Operational Franchise Outlet operates in includes approximately 327,849 Owner Occupied Dwellings.

(d) Colts Neck, NJ – This Operational Franchise Outlet operates from Colts Neck, NJ and has been open since 2010 The market that this Operational Franchise Outlet operates in includes approximately 368,000 Owner Occupied Dwellings.

(e) Virginia Beach, VA– This Operational Franchise Outlet operates from Chesapeake, VA and has been open since June 2017 The market that this Operational Franchise Outlet operates in includes approximately 150,000 Owner Occupied Dwellings.

(f) Seattle, WA – This Operational Franchise Outlet operates from Sea and has been open since 2018. The market that this Operational Franchise Outlet operates in includes approximately 450,000 Owner Occupied Dwellings.

©2019, The Internicola Law Firm, P.C.

(g) Jacksonville, FL – This Operational Franchise Outlet operates from Jacksonville, FL and has been open since 2018. The market that this Operational Franchise Outlet operates in includes approximately 150,000 Owner Occupied Dwellings.

(h) New Milford, CT – This Operational Franchise Outlet operates from New Milford, CT and has been open since 2018. The market that this Operational Franchise Outlet operates in includes approximately 150,000 Owner Occupied Dwellings.

BASES AND ASSUMPTIONS

Each of the reporting Operational Franchise Outlets and the Company Owned Outlet used a uniform accounting system, and the reported information was prepared on a basis consistent with generally accepted accounting principles during the calendar year ending December 31, 2018. The information in this analysis has not been audited.

COMPANY OWNED OUTLET FOR CALENDAR YEAR 2018

	LaGrangeville, NY
Gross Sales	$3,045,910
Cost of Goods and Services Sold	$1,531,483
Gross Profit	$1,514,427
Franchisee Related Expenses Not Charged to Company Owned Outlet but Charged to Franchisees	
Royalty Fee (6% of Gross Sales)	$182,755
Business Management System	$ 6,000
Technology Maintenance	$ 1,200
Contact Center	$ 91,377
Gross Profit after Franchisor Related Expenses	$1,233,095

REPORTING FRANCHISED OUTLETS FOR CALENDAR YEAR 2018

	Lynchburgh, VA	Lehigh Valley, PA	Richmond, VA	Colts Neck, NJ
Gross Sales	$609,864	$1,100,237	$537,134	$578,742
Cost of Goods and Services Sold	$121,682	$447,413	$240,759	$279,094
Gross Profit	$488,182	$652,824	$296,375	$299,648
Territory Size	310,000	399,389	327,849	368,000

[CONTINUED ON NEXT PAGE]

© 2019, The Internicola Law Firm, P.C.

	Virginia Beach, VA	Seattle, WA	Jacksonville, FL	New Milford, CT
Gross Sales	$797,892	$131,187	$383,340	$109,138
Cost of Goods and Services Sold	$403,976	$106,933	$125,290	$41,644
Gross Profit	$393,916	$24,254	$258,050	$67,494
Territory Size	150,000	456,868	153,071	153,407

DISCLAIMER

Some Outlets have earned this amount. Your individual results may differ. There is no assurance that you'll earn as much.

Other than the preceding financial performance representations, 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 such 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 Ken Parsons, The Brothers Franchising, Corp. at 2419 Route 82, LaGrangeville, NY 12540 and (845) 223-6111, the Federal Trade Commission and the appropriate state regulatory agencies.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

© 2019, The Internicola Law Firm, P.C.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

TABLE NO. 1
SYSTEMWIDE OUTLET SUMMARY
FOR YEARS 2016 to 2018

OUTLET TYPE	YEAR	OUTLETS AT THE START OF THE YEAR	OUTLETS AT THE END OF THE YEAR	NET CHANGE
Franchised	2016	3	5	+2
	2017	5	5	0
	2018	5	9	+4
Company Owned	2016	2	1	-1
	2017	1	1	0
	2018	1	1	0
Total Outlets	2016	5	6	+1
	2017	6	6	0
	2018	6	10	+4

TABLE NO. 2
TRANSFER OF OUTLETS FROM FRANCHISEES TO NEW OWNERS
(OTHER THAN THE FRANCHISOR)
FOR YEARS 2016 to 2018

STATE	YEAR	NUMBER OF TRANSFERS
None	2016	0
	2017	0
	2018	0

© 2019, The Internicola Law Firm, P.C.

TABLE NO. 3
STATUS OF FRANCHISED OWNED OUTLETS
FOR YEARS 2016 to 2018

State	Year	Outlets at start of year	Outlets Opened	Terminations	Non Renewals	Reacquired by Franchisor	Ceased Operations for Other Reasons	Outlets at end of year
Connecticut	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
	2018	0	1	0	0	0	0	1
Florida	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
	2018	0	1	0	0	0	0	1
New Jersey	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
Pennsylvania	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
Texas	2016	0	1	0	0	0	0	0
	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
Virginia	2016	1	1	0	0	0	0	2
	2017	2	0	0	0	0	0	2

© 2019, The Internicola Law Firm, P.C.

	2018	2	1	0	0	0	0	3
Washington	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
	2018	0	1	0	0	0	0	1
Totals	2016	3	2	0	0	0	0	5
	2017	5	0	0	0	0	0	5
	2018	5	4	0	0	0	0	9

TABLE NO. 4
STATUS OF COMPANY OWNED OUTLETS
FOR YEARS 2016 to 2018

State	Year	Outlets at start of year	Outlets Opened	Terminations	Non Renewals	Reacquired by Franchisor	Ceased Operations for Other Reasons	Outlets at end of year
New York	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
Virginia	2016	1	0	0	0	0	1	0
	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
Totals	2016	2	0	0	0	0	1	1
	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1

© 2019. The Internicola Law Firm, P.C.

TABLE NO. 5
PROJECTED OPENINGS
AS OF JANUARY 1, 2019

State	Franchise Agreement Signed but Outlet Not Opened	Projected New Franchised Outlet in the Next Fiscal Year	Projected New Company Owned Outlets in the Next Fiscal Year
Connecticut	0	1	0
New Jersey	0	1	0
North Carolina	0	1	0
Texas	1	1	0
Virginia	0	1	0
TOTAL	1	5	0

Notes to Tables:

During the last three fiscal years, no current or former franchisees have signed confidentiality clauses that restrict them from discussing with you their experiences as a franchisee in our franchise system.

Exhibit F to this Disclosure Document contains a list, as of the Issuance Date of this Disclosure Document of current The Brothers Franchising Corp. franchisees.

Exhibit G to this Disclosure Document contains a list of every franchisee who had an outlet terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during our most recently completed fiscal year or who has not communicated with us within 10 weeks of the Issuance Date of this Disclosure Document.

There are no trademark-specific franchisee organizations associated with the franchise system being offered in this Disclosure Document.

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

ITEM 21
FINANCIAL STATEMENTS

Attached as Exhibit "D" are our audited financial statements for 2016, 2017, and 2018. Our fiscal year ends on December 31 and we were established on July 22, 2014.

© 2019. The Internicola Law Firm, P.C.

ITEM 22
CONTRACTS

Attached to this Disclosure Document or to the Exhibits attached to and comprising the Franchise Agreement attached to this Disclosure Document are copies of the following franchise and other contracts and agreements in use or proposed for use:

Exhibits to this Disclosure Document

Exhibit E	Franchise Agreement
Exhibit H	State Specific Addendum

Exhibits to the Franchise Agreement

Exhibit 1	Franchise Owner and Spouse Agreement and Guarantee
Exhibit 2	Joinder Agreement
Exhibit 3	Franchisee Disclosure Questionnaire and Representations Statement
Exhibit 4	Confidentiality Agreement
Exhibit 5	Business Facility Location Acknowledgment
Exhibit 6	General Release
Exhibit 7	ACH Authorization

Individual state law may supersede the provisions contained in your Franchise Agreement respecting the requirement that you execute a general release as a condition to assignment, sale or transfer. See, the state specific addendums contained in Exhibit "H" of this Disclosure Document and the state specific addendums attached to the Franchise Agreement and forming a part of Exhibit "E".

ITEM 23
RECEIPTS

Two copies of a detachable receipt in Exhibit I is located at the very end of this Disclosure Document. Please sign one copy of the receipt and return it to us at the following address: Ryan Parsons and Ken Parsons, The Brothers Franchising, Corp., 2419 Route 82, LaGrangeville, NY 12540. The duplicate if for your records.

[The Disclosure Document Ends Here]

© 2019, The Internicola Law Firm, P.C.

FRANCHISE DISCLOSURE DOCUMENT
EXHIBIT A
STATE ADMINISTRATORS

LIST OF STATE ADMINISTRATORS

The following is a list of state administrators responsible for registration and review of franchises for these states. We may register in one or more of these states.

California
Department of Business Oversight
320 West 4th Street Suite 750
Los Angeles, CA 90013

Commissioner of Business Oversight
1515 K Street, Suite 200
Sacramento, CA 95814
1-866-275-2677

Connecticut
Connecticut Banking Commissioner
Department of Banking
Securities & Business Investments Division
260 Constitution Plaza
Hartford, CT 06103

Florida
Division of Consumer Services
Attn: Business Opportunities
2005 Apalachee Parkway
Tallahassee, FL 32399

Hawaii
Franchise & Securities Division
State Department of Commerce
P.O. Box 40
Honolulu, HI 96813

Illinois
Office of the Attorney General
Franchise Bureau
500 South Second Street
Springfield, IL 62706

Indiana
Indiana Secretary of State
Indiana Securities Division
Franchise Section
302 W. Washington Street Room E-111
Indianapolis, IN 46204

Kentucky
Office of the Attorney General
Consumer Protection Division
Attn: Business Opportunity
1024 Capital Center Drive
Frankfort, KY 40601

Maine
Department of Professional and Financial Regulations
Bureau of Banking
Securities Division
121 Statehouse Station
Augusta, ME 04333

Maryland
Office of the Attorney General
Securities Division
200 St. Paul Place
Baltimore, MD 21202

Michigan
Michigan Department of the Attorney General
Consumer Protection Division
Antitrust and Franchise Unit
670 Law Building
PO Box 30213
Lansing, MI 48909

Minnesota
Minnesota Department of Commerce
Securities Unit85Unit85 7th Place East, Suite 280280
St. Paul, MN 55101

Nebraska
Nebraska Department of Banking and Finance
Commerce Court
1230 O Street, Suite 400
Lincoln, NE 68509

New York
New York State Department of Law
Bureau of Investor Protection and Securities
120 Broadway 23rd Floor
New York, NY 10271

North Carolina
Secretary of State
Securities Division
300 North Salisbury Street, Suite 100
Raleigh, NC 27603

North Dakota
Office of Securities Commissioner
600 East Boulevard, 5th Floor
Department 414
Bismarck, ND 58505

LIST OF STATE ADMINISTRATORS (Continued)

Rhode Island
Department of Business Registration
Division of Securities
233 Richmond Street Suite 232
Providence, RI 02903

South Carolina
Office of the Secretary of State
1205 Pendleton Street
Edgar Brown Building, Suite 525
Columbia, SC 29201

South Dakota
Franchise Office
Division of Securities
910 E. Sioux Avenue
Pierre, SD 57501

Texas
Office of the Secretary of State
Statutory Document Section
1019 Brazos Street
Austin, TX 78701

Utah
Utah Department of Commerce
Division of Consumer Protection
160 East Three Hundred South
PO Box 146704
Salt Lake City, UT 84114

Virginia
State Corporation Commission
Division of Securities and Retail Franchising
1300 E. Main Street, 9th Floor
Richmond, VA 23219

Washington
Department of Financial Institutions
Securities Division
PO Box 9033
Olympia, WA 98507

Wisconsin
Franchise Office
Wisconsin Securities Commission
PO Box 1768
Madison, WI 53701

FRANCHISE DISCLOSURE DOCUMENT
EXHIBIT B
AGENTS FOR SERVICE OF PROCESS

Agents for Service of Process

The Brothers Franchising, Corp.
2419 Route 82, LaGrangeville, NY 12540
Attn: Ken Parsons, President

California
Commissioner of Business Oversight
Department of Business Oversight
320 West 4th Street Suite 750
Los Angeles, CA 90013

Commissioner of Business Oversight
1515 K Street, Suite 200
Sacramento, CA 95814
1-866-275-2677

Connecticut
Banking Commissioner
Department of Banking
Securities and Business Investment Division
260 Constitution Plaza
Hartford, CT 06103

Hawaii
Director of Department of Commerce and
Consumer Affairs
335 Merchant Street, Suite 203
Honolulu, HI 96813

Illinois
Illinois Attorney General
500 South Second Street
Springfield, IL 62706

Maryland
Maryland Securities Commissioner
200 St. Paul Place
Baltimore, MD 21202

Michigan
Michigan Department of Commerce
Corporation and Securities Bureau
6546 Mercantile Way
Lansing, MI 48910

Minnesota
Commissioner of Commerce of Minnesota
Department of Commerce, Securities Unit
85 7th Place East, Suite 280280
St. Paul, MN 55101

New York
Secretary of State of the State of New York
99 Washington Avenue
Albany, NY 12231

North Dakota
North Dakota Securities Commissioner
State Capitol
600 East Boulevard
Bismarck, ND 58505

Rhode Island
Director of Department of Business
Regulation
233 Richmond Street, Suite 232
Providence, RI 02903

South Dakota
Director, Division of Securities
Department of Commerce and Regulation
445 East Capitol Avenue
Pierre, SD 57501

Virginia
Clerk of the State Corporation Commission
1300 East Main Street, 1st Floor
Richmond, VA 23219

Washington
Securities Administrator
Washington Department of Financial
Institutions
150 Israel Road SW
Tumwater, WA 98501

Wisconsin
Wisconsin Commissioner of Securities
345 W Washington Avenue
Madison, WI 53703

FRANCHISE DISCLOSURE DOCUMENT
EXHIBIT C
OPERATIONS MANUAL TABLE OF CONTENTS

1. THE CONFIDENTIAL OPERATIONS MANUAL Page 5

1.1. Introduction to the Manual
1.2. Manual Organization
1.3. Ownership of the Manual
1.4. Statement of Confidentiality
1.5. Updating the Manual
1.6. Submitting Suggestions

2. THE BROTHERS THAT JUST DO GUTTERS® FRANCHISE SYSTEM Page 11

2.1. Welcome Letter
2.2. Who to Call
2.3. Overview of Services Provided to Our Franchise Partners
2.3.1. Pre-Opening Training
2.3.2. On-Site Training
2.3.3. Site Selection
2.3.4. Brothersgutters.com and Franchise Extranet
2.3.5. Ongoing Training and Support
2.3.6. Marketing Assistance
2.3.7. Suggested Retail Prices
2.3.8. Approved Suppliers
2.3.9. Group Purchasing Programs
2.3.10. Software Support
2.3.11. New Product Evaluation

2.4. Overview of Your Responsibilities
2.5. Visits from Us
2.5.1. Inspections
2.5.2. Audits

2.6. Fees
2.6.1. Royalty and Service Fee
2.6.2. Advertising Fee
2.6.3. Other Fees

Total pages in Operations Manual **34**

© 2019: The Internicola Law Firm, P.C.

The Brothers Franchising, Corp.

The Brothers that just do Gutters
FRANCHISE AGREEMENT

_____
Franchisee Name

© 2019, The Internicola Law Firm, P.C.

THE BROTHERS THAT JUST DO GUTTERS FRANCHISE AGREEMENT

TABLE OF CONTENTS

SCHEDULES AND EXHIBITS

Schedule 1	OPERATING TERRITORY
Schedule 2	FRANCHISE FEE AND BUSINESS FACILITY LOCATION ACKNOWLEDGMENT
Schedule 3	STATEMENT OF FRANCHISEE'S OWNERS
Exhibit 1	FRANCHISE OWNER AND SPOUSE AGREEMENT AND GUARANTEE
Exhibit 2	JOINDER AGREEMENT
Exhibit 3	FRANCHISEE DISCLOSURE QUESTIONNAIRE AND REPRESENTATIONS STATEMENT
Exhibit 4	CONFIDENTIALITY AGREEMENT
Exhibit 5	BUSINESS FACILITY LOCATION ACKNOWLEDGMENT
Exhibit 6	GENERAL RELEASE
Exhibit 7	ACH AUTHORIZATION

© 2019, The Internicola Law Firm, P.C.

The Brothers that just do Gutters Franchise Agreement

This Franchise Agreement (the "Agreement") is made and entered _____, 2___ ("Effective Date"), by and between The Brothers Franchising, Corp. a New York corporation with a principal place of business located at 2419 Route 82, LaGrangeville, NY 12540, (the "Franchisor") and _____ (the "Franchisee").

RECITALS

WHEREAS, Franchisor has developed a distinctive and proprietary system (the "System") for the establishment, development and operation of a business that offers, sells and provides gutter cleaning, maintenance, installation, replacement and repair services and products (the "System Services and Products") under the Licensed Marks (defined below) (each, a "Franchised Business" or "The Brothers that just do Gutters Business");

WHEREAS, the System and, therefore, each Franchised Business is identified by the Licensed Marks and distinctive trade dress, service offerings, business formats, equipment, products, supplies, operating procedures, programs, methods, procedures, and marketing and advertising standards, all of which are part of the System and all of which Franchisor may modify from time to time; and

WHEREAS, Franchisee desires to obtain the license and right to use the System in the development and operation of a Franchised Business within a designated operating territory and pursuant to the terms of this Agreement.

NOW THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties do hereby agree, as follows:

ARTICLE 1
DEFINITIONS

Supplementing the terms and definitions contained in the foregoing "Recitations", the terms listed below have the following additional meanings:

"**Accounting Period**" is the period of time selected and determined by Franchisor respecting the required measurement and reporting of financial information by Franchisee. The applicable measurement period shall be determined by Franchisor from time-to-time with respect to Franchisees obligation to report financial information and data to Franchisor (including Gross Sales) respecting the reporting and payment of all fees, including, but not limited to, Royalty Fees, DMA Marketing Fund Fees, Brand Development Fund Fees, on-going licenses and fees associated with the Business Management Software System and the Technology Fee. As to the Royalty Fee, Brand Development Fund Fee, DMA Marketing Fund Fee and all other fees that are payable and due weekly, the "Accounting Period" shall be a weekly period commencing no later than the earlier of the (i) Scheduled Business Commencement Date, or (ii) the Actual Business Commencement Date of the Franchised Business and continuing each and every week thereafter throughout the entire Term of this Agreement. As to the Technology Fee and all other fees that are payable and due monthly, the Accounting Period shall be a monthly period commencing no later than the earlier of the (i) Scheduled Business Commencement Date, or (ii) the Actual Business Commencement Date of the Franchised Business and continuing each and every week thereafter throughout the entire Term of this Agreement.

© 2019, The Internicola Law Firm, P.C.

"**Actual Business Commencement Date**" refers to and means the date upon which Franchisee first advertises, offers and/or provides services to the public concerning the Franchised Business.

"**Administrative Office(s)**" refers to and means the fixed administrative offices and/or facilities from which the Franchised Business may be established, operated and managed. An Administrative Office is a commercial office facility from which Franchisee manages the administrative and back-end operations of the Franchised Business. If Franchisee elects to conduct the administrative operations of the Franchised Business from a home office, Franchisee may do so as long as same is permitted by applicable laws and regulations and, in such event, reference in this Agreement to the term "Administrative Office" shall also refer to Franchisee's home office.

"**Advertising Contributions**" refers to and means any and all obligations of Franchisee to contribute to and/or pay fees to Franchisor or Franchisor's affiliate or designees as set forth in this Agreement including, but not limited to, the Brand Development Fund Fees (Article 10.A.) and DMA Marketing Fund fees and contributions (Article 10.C.).

"**Annual Conference**" refers to and means a conference established and organized by Franchisor for the purpose of, among other things, networking of The Brothers that just do Gutters franchisees, general education, workshops and/or System team building. Franchisor, in Franchisor's sold discretion shall designate and determine whether or not an Annual Conference shall occur and if one is established the dates, content and location of the Annual Conference. The Annual Conference shall be for a duration of not more than three consecutive days per calendar year. Franchisee is responsible for all costs and expenses associated with Franchisee's attendance at the Annual Conference.

"**Base Operating Territory**" refers to and means an Operating Territory comprised, in aggregate, of approximately four Zones.

"**Brand Development Fund**" shall have the meaning defined and set forth in "10.A." of this Agreement. Fees payable pursuant to the Brand Development Fund may be referred to as the Brand Development Fund Fee.

"**Business Management Software System**" refers to and means the software and/or internet or cloud based system and/or systems designated by Franchisor as being required for use by Franchisee in connection with Franchisee's day-to-day management, monitoring, scheduling, accounting and operation of the Franchised Business. From time to time, Franchisor reserves the right to modify and designate alternative Business Management Software Systems as Franchisor determines in Franchisor's Reasonable Business Judgment. Without limitation to the foregoing, the Business Management Software System may include internet and cloud based and accessed applications, software, databases and/or systems that require Franchisee to access such systems and information through the internet or a private network and that stores the data and information relating to the Franchised Business on off-site servers through accounts and/or servers controlled by Franchisor.

"**Business Management Software System Data**" refers to and means the forms, data, tools, customer information and sales information that: (a) is pre-populated or entered into the Business Management Software System utilized by Franchisee; (b) is entered (whether by Franchisor or Franchisee) into the Business Management Software System utilized by Franchisee; (c) is recorded, stored and/or maintained by the Business Management Software System in connection with the management and operations of Franchisee's The Brothers that just do Gutters
Business.

© 2019. The Internicola Law Firm, P.C.

"**Contact Center**" refers to and means any and all organized communication systems and methods approved by Franchisor by which an individual (hereinafter referred to as a "prospective customer") attempts to contact and/or communicate with a The Brothers that just do Gutters corporate representative, a The Brothers that just do Gutters customer service representative, The Brothers that just do Gutters Businesses and/or the Franchised Business. At all times Franchisor, at Franchisor's election and determination, maintains sole discretion to manage, control and coordinate all Contact Center communications, including initial communications, on-going communications and responsive communications for purposes that, at Franchisor's discretion, may include: (i) receiving and responding to telephone calls from prospective customers; (ii) receiving and responding to telephone calls from prospective customers attempting to contact a The Brothers that just do Gutters representative, (iii) Receiving and responding to telephone calls, emails, web chats, web contacts, lead generation source contacts and other contacts that Franchisee may receive from prospective customers, current customers and former customers of the Franchised Business; (iv) to individually and/or collectively process, schedule, reschedule, book and/or monitor estimate appointments with customers and prospective customers of the Franchised Business; (v) to individually and/or collectively process, schedule, reschedule, book and/or monitor service appointments with customers and prospective customers of the Franchised Business; (vi) to individually and/or collectively process and respond complaints and/or additional inquiries from customers or prospective customers of the Franchised Business.

"**Contact Center Fees**" shall have the meaning defined and set forth in Article "5.D." of this Agreement.

"**Contact Center Rate**" shall have the meaning defined and set forth in Article "5.D." of this Agreement.

"**Contact Center Services**" refers to and means any and all services offered and provided by Franchisor and/or required by Franchisor in connection with Franchisor's management and operation of Contact Center. Franchisor, in Franchisor's Reasonable Business Judgement and at Franchisor's discretion shall determine, from time-to-time, the services that may or may not be included in the Contact Center Services and what activities and actions may be delegated to Franchisees and/or may be required to be performed directly by each respective Franchisee at each Franchisee's sole cost and expense separate and apart from the Contact Center Fees. Franchisee agrees that under no circumstance is Franchisor responsible for the conversion of customers or potential customers for the Franchised Business and in no event does Franchisor represent nor warranty revenue and/or converted customers that will or may be derived as a result of the Contact Center Services.

"**Competitive Business**" refers to and means any business that markets, sells, offers and/or provides residential and/or commercial gutter cleaning, gutter maintenance, gutter installation, gutter replacement and/or repair services and gutter products. Without limitation to the foregoing, a Competitive Business shall further include any business that offers or sells gutter installation kits, gutter recycling services, gutter guards, gutter supplies and/or products and/or soffit maintenance installation and/or repairs.

"**Confidential Information**" shall refer to and mean all of our trade secrets, methods, techniques, procedures, data and information (as same may exist as of the Effective Date of this Agreement and as may be developed, modified and supplemented in the future) constituting and comprising: (a) methods, specifications, standards, policies, procedures, information, concepts, programs and systems relating to the development, establishment, marketing, promotion and operation of The Brothers that just do Gutters Businesses; (b) information concerning consumer preferences for services, products, materials and supplies used or sold by, and specifications for and knowledge of suppliers of certain materials, equipment, products, supplies and procedures used and/or sold by The Brothers that just do Gutters Businesses; (c) information concerning customers, customer lists, email lists, database lists, product sales, operating results, financial performance and other financial data of The Brothers that just do Gutters Businesses; (d) customer lists and information related to The Brothers that just do Gutters Businesses and The Brothers that just do Gutters

©2019; The Internicola Law Firm, P.C.

Businesses; (e) Business Management Software System Data; (f) current and future information contained in the Operations Manual; and (g) Know-How.

"**Confidentiality Agreement**" refers to and means the form of confidentiality agreement attached to this Agreement as Exhibit "4".

"**Controlling Interest**" a "Controlling Interest" shall exist for the following individuals, partners and/or entities: (1) If Franchisee is a corporation, a controlling interest shall exist for such shareholders / Owners of the voting shares of stock of Franchisee as (a) shall permit voting control of Franchisee on any issue and/or (b) shall prevent any other person, group, combination, or entity from blocking voting control on any issue or exercising any veto power; (2) If Franchisee is a general partnership, a controlling interest shall exist for such partners / Owners that possess a managing partnership interest or such percentage of the general partnership interests in Franchisee as (a) shall permit determination of the outcome on any issue and (b) shall prevent any other person, group, combination, or entity from blocking voting control on any issue or exercising any veto power; (3) If Franchisee is a limited partnership, a controlling interest shall exist for such partners / Owners that possess a general partnership interest; (4) If Franchisee is a limited liability company, a controlling interest shall exist for such members / Owners that possess a percentage of the membership interests as (a) shall permit determination of the outcome on any issue and (b) shall prevent any other person, group, combination or entity from blocking voting control on any issue or exercising any veto power.

"**Copyrights**" refers to and means all works and materials for which Franchisor or any affiliate of Franchisor has secured common law or registered copyright protection and Franchisor utilizes and/or allows The Brothers that just do Gutters franchisees to use, sell or display in connection with the development, marketing and/or operation of a The Brothers that just do Gutters Business, whether as of the Effective Date of this Agreement or any time in the future.

"**Corporate Entity**" refers to and means a corporation, limited liability company, partnership or other corporate legal entity that is not an individual person.

"**Customer Satisfaction Noncompliance Event**" refers to and means any circumstance and/or event whereby Franchisee's monthly customer satisfaction and/or approval ratings, as measured on a monthly basis by a reputation management and/or customer review platform designated or selected by Franchisor, fails to achieve an aggregate customer satisfaction and/or approval rating of not less than 4.5 stars out of 5 starts and/or a 90% positive satisfaction rating for any particular month.

"**Customer Satisfaction Noncompliance Fee**" refers to and means a fee payable by Franchisee in an amount equal to not less than $250 per month. If a Customer Satisfaction Noncompliance Event(s) occurs / lasts for more than three consecutive months then Franchisor, in Franchisor's Reasonable Business Judgment, may increase the Customer Satisfaction Noncompliance Fee to a monthly amount determined by Franchisor but not in excess of $750 per month. The Customer Satisfaction Noncompliance Fee is payable by Franchisee to Franchisor on demand by Franchisor.

"**Customer Vouchers**" refers to and means any and all gift cards, vouchers, receipts, cards and other evidence of a pre-paid purchase transaction (for goods and/or services and whether in electronic form, printed form, card or otherwise) concerning a The Brothers that just do Gutters Business.

"**Direct Solicitation**" refers to and means "communications and/or contacts occurring through in person contact, telephone, mail, electronic mail, direct mail, distributed print media, Digital Media, Marketing Media, Media Distribution and/or marketing directed toward customers, potential customers or referral sources of the Franchised Business.

© 2019. The Internicola Law Firm, P.C.

"**Digital Media**" refers to and means any interactive or static electronic document, application or media that is connected to and/or in a network of computers, servers and/or other devices linked by communications software, part of the world wide web (including, but not limited to websites), linked by the internet or part of a web based application, software application, smart phone based application or social media platform including, but not limited to social media platforms and applications such as Facebook, LinkedIn, Twitter, Pinterest, Instagram, Snapchat, YouTube, and world wide web and internet based directories and local directories that refers, references, identifies, reviews, promotes and/or relates, in any way, to, The Brothers that just do Gutters Businesses, the Franchised Business, the Licensed Marks, the System and/or Franchisor. Digital Media further includes the System Website, web pages and, if applicable, website subdomains (including those related to, associated with and/or a part of the System Website) associated with and/or related to the Franchised Business and all web pages, blog posts, videos, articles, social media accounts and pages, website directory pages, information, sub-domains and all other media and/or publications relating to the System that is displayed and/or transmitted digitally.

"**DMA**" refers to and means a "designated marketing area" as exclusively determined and/or designated by Franchisor in Franchisor's Reasonable Business Judgment and as further defined in Article 10.C. of this Agreement.

"**DMA Marketing Fund**" refers to and means a fund mandated, designated and/or required by Franchisor and comprised of funds contributed by or to be contributed by The Brothers that just do Gutters Businesses with operating territories located within the DMA defined and designated by Franchisor. The term DMA Marketing Fund shall have the further meaning as set forth in Article 10.C. of this Agreement. "

"**DMA Marketing Fund Fees**" shall have the meaning defined and set forth in Article 10.C. of this Agreement.

"**Due Date**" shall have the meaning defined and set forth in Article 5.B. of this Agreement. The term "Due Date" shall not be limited to the Continuing Royalty Fee.

"**Effective Date**" shall be the date set forth and referred to in the first paragraph of this Agreement.

"**First Renewal Term**" refers to and means the ten-year period that commences on the expiration of the Term and continues for the ten-year period thereafter. The First Renewal Term shall apply only if Franchisee is entitled to invoke and does invoke Franchisee's renewal rights in accordance with the terms and conditions of this Agreement including, but not limited to, Article 16 of this Agreement and the applicable The Brothers that just do Gutters renewal franchise agreement.

"**Franchise Disclosure Questionnaire and Representations Statement**" refers to and means the form of "Franchise Disclosure Questionnaire and Representations Statement" attached to this Agreement as Exhibit 3.

"**Franchise Owner and Spouse Agreement and Guarantee**" refers to and means the form of agreement attached to this Agreement as Exhibit 1. The Franchise Owner and Spouse Agreement and Guarantee is an agreement and guarantee entered into by the Owners and Spouses of Franchisee and is entered into in their respective individual and personal capacities.

"**Franchisee's Administrative Office**" refers to and means the commercial business facility from which Franchisee operates, manages and conducts the day-to-day operations of the Franchised Business. Franchisee's Administrative Office must be located within Franchisee's Operating Territory and if known at the time of signing this Agreement may be identified on Schedule 2 attached to this Agreement. If the

© 2019, The Internicola Law Firm, P.C.

location of Franchisee's Administrative Office is not known at the time of signing this Agreement, such location may be identified in Exhibit 5 attached to this Agreement. If Franchisee elects to conduct the administrative operations of the Franchised Business from a home office, Franchisee may do so as long as same is permitted by applicable laws and regulations.

"**Franchised Business**" shall have the meaning set forth recitals section of this Agreement and, as to Franchisee, shall refer to and mean Franchisee's The Brothers that just do Gutters Business.

"**Franchisee's The Brothers that just do Gutters Business**" refers to and means the The Brothers that just do Gutters Business that Franchisee shall operate within the Operating Territory pursuant to the terms, conditions and obligations set forth in this Agreement.

"**Franchisor's Reasonable Business Judgment**" refers to, means and relates to any and all decisions, actions and/or choices made by Franchisor concerning and/or relating to this Agreement, the System, The Brothers that just do Gutters Businesses and the Franchised Business where Franchisor undertakes and/or makes such decision with the intention of benefitting and/or acting in a way that could benefit the System including, as examples and without limitation, enhancing the value of the Licensed Marks, increasing customer satisfaction, minimizing potential customer confusion as to the Licensed Marks, determining operating territory markets, minimizing potential customer confusion as to the location of The Brothers that just do Gutters Businesses, expanding brand awareness of the Licensed Marks, implementing marketing and accounting control systems, approving products, services, supplies and equipment. Supplementing the foregoing, Franchisee agrees that when a decision, determination, action and/or choice is made by Franchisor in Franchisor's Reasonable Business Judgment that such decision, determination, action and/or choice made by Franchisor shall take precedence and prevail, even if other alternatives, determinations, actions and/or choices are reasonable or arguably available and/or preferable. Franchisee further acknowledges and agrees that in connection with any decision, determination, action and/or choice made by Franchisor in Franchisor's Reasonable Business Judgment that: (i) Franchisor possesses a legitimate interest in seeking to maximize Franchisor's profits; (ii) Franchisor shall not be required to consider Franchisee's individual economic or business interests (as compared to the overall System), and (iii) should Franchisor economically benefit from such decision, determination, action and/or choice that such economic benefit to Franchisor shall not be relevant to demonstrating that Franchisor did not exercise reasonable business judgment with regard to Franchisor's obligations under this Franchise Agreement and/or with regard to the System. Franchisee agrees that neither Franchisee and/or any third party, including, but not limited to, any third party acting as a trier of fact, shall substitute Franchisee's or such third party's judgment for Franchisor's Reasonable Business Judgment. Franchisee further agrees that should Franchisee challenge Franchisor's Reasonable Business Judgment in any legal proceeding that Franchisee shall possess the burden of demonstrating, by clear and convincing evidence, that Franchisor failed to exercise Franchisor's Reasonable Business Judgment.

"**GAAP**" refers to and means United States Generally Accepted Accounting Principles.

"**Gross Sales**" refers to and means the total dollar sales and revenues from all customers of the Franchised Business and further includes the total gross amount of revenues and sales from whatever source derived, whether in form of cash, credit, agreements to pay or other consideration including the actual retail value of any goods or services traded, borrowed, or received by Franchisee in exchange for any form of non-money consideration (whether or not payment is received at the time of the sale or any amount is proved uncollectible), from or derived by Franchisee or any other person from business conducted within and/or outside the Operating Territory that is related to the Franchised Business and/or a Competitive Business located and/or operated within the Operating Territory or otherwise (the foregoing does not constitute approval for Franchisee's operation of a Competitive Business and/or the operation of a The Brothers that just do Gutters Business outside of the Operating Territory). Gross Sales includes payments received from

© 2019, The Internicola Law Firm, P.C.

Franchisee's employees for products or services purchased at a discounted price. Gross Sales does not include sales taxes collected by Franchisee. Without limitation to the foregoing Gross Sales shall further include any and all revenues, funds, payments and/or credits received in connection with the recycling of gutters and/or used gutter materials.

"**Immediate Family**" refers to and means the spouse of a person and any other member of the household of such person, including, without limitation, children of such person.

"**Joinder Agreement**" refers to and means the form of Joinder Agreement attached to this Agreement as Exhibit "2".

"**Know-How**" refers to means all of Franchisor's trade secrets and proprietary information relating to the development, establishment, marketing, promotion and/or operation of a The Brothers that just do Gutters Business including, but not limited to, methods, techniques, specifications, procedures, policies, marketing strategies and information reflected in, comprising or constituting a part of the System. Without limitation to the foregoing, Know-How shall further include information contained in the Operations Manual and the Confidential Information.

"**Licensed Marks**" refers to and means the trademarks, service marks, emblems and indicia of origin, including the "The Brothers that just do Gutters" registered trademark, the "Two Brothers" Logo, Trade Dress (defined below), and other trade names, service marks, trademarks, logos, slogans and designs authorized] by Franchisor in connection with the identification of The Brothers that just do Gutters Businesses and the services and/or products offered by The Brothers that just do Gutters Businesses, provided that such trade names, trademarks, service marks, logos and designs are subject to modification and discontinuance by Franchisor and at Franchisor's sole discretion.

"**Managers**" refers to and means the Managing Owners plus all assistant managers of the Franchised Business and all other employees, independent contractors, consultants, directors and board members who may possess access to the Confidential Information.

"**Managing Owner**" if Franchisee is a partnership, corporation, the owner responsible for the day-to-day oversight, management and operation of the Franchised Business. Said individual must possess and maintain an ownership and/or equity interest in the Franchise such that said individual owns, holds and controls no less than Twenty Five (25%) Percent of the equity and ownership interests in the Franchise. The Managing Owner, at all times, must participate (on a full time basis) in the day-to-day operations of the Franchised Business.

"**Marketing Media**" refers to and means all communications, whether written, oral, digital, or otherwise utilized for and/or designed for the purpose of marketing, advertising and/or promoting the Franchised Business including, but not limited to, Direct Solicitations, Digital Media, social media, print publications, print mailers, email communications and public relations.

"**Media Distribution**" shall have the meaning defined and set forth in Article "10.G." of this Agreement.

"**Noncompliance Fee**" refers to and means a fee payable by Franchisee in an amount equal to the amount of costs and expenses that Franchisor incurs respecting the enforcement of Franchisor's rights under this Agreement in response to a default by Franchisee. Said costs and expenses shall include any and all reasonable administrative fees, legal fees, expert fees, accounting fees and filing fees. Recoverable legal fees shall include both outside legal counsel and Franchisor's in-house legal staff. The Noncompliance Fee shall be payable by Franchisee to Franchisor on demand of Franchisor.

©2019, The Internicola Law Firm, P.C.

"**Operating Territory**" refers to and means the territory specifically identified and described in Article 2 of this Agreement and Schedule "1" attached to and made a part of this Agreement. Subject to the terms and conditions of this Agreement, among other things, Franchisee's right to establish and operate a The Brothers that just do Gutters Business shall be limited to the Operating Territory designated by this Agreement. Subject to the terms and conditions of this Agreement, among other things, Franchisee's right to establish and operate a Brothers that just do Gutters Business shall be limited to the Operating Territory designated by this Agreement. Franchisor's designation of Franchisee's Operating Territory and whether or not Franchisee's Operating Territory is a Base Operating Territory or an Operating Territory that has been supplemented with additional Zones or Sub-Zones is set forth in Schedule 2 attached to and made a part of this Agreement.

"**Operating Manager**" refers to and means the Manager designated by Franchisee and/or Franchisee's Managing Owner and charged with the obligation and responsibility to supervise and manage (on-site) the day to day operations of the Franchised Business. At all times the Operating Manager must: (a) meet all of Franchisor's minimum standards and criteria for managers as may be set forth in the Operations Manual; (b) successfully complete Franchisor's initial training program; (c) sign the Confidentiality Agreement; and (d) agree, in writing, to assume responsibility for the on-site management and supervision of the Franchised Business.

"**Operations Manual**" refers to and means the confidential manual relating to the development and operation of The Brothers that just do Gutters Businesses and policies and procedures, which may consist of one of more volumes, handbooks, manuals, written materials, video, electronic media files, cloud/internet based list-service, internet based and accessed databases, computer disks, webinars and other materials and intangibles, as may be modified, added to, replaced or supplemented by Franchisor from time to time in its sole discretion, whether by way of supplements, replacement pages, franchise bulletins, or other official pronouncements or means. Subject to Franchisor's modification from time to time, at Franchisor's sole discretion, the Operations Manual shall, among other things, designate the authorized services and products that must be offered/provided by the Franchised Business. Only those services and products authorized by Franchisor may be offered and/or provided by Franchisee in connection with the Franchised Business. Only those products, supplies, systems and procedures, as designated in the Operations Manual and subject to modification by Franchisor, may be utilized by Franchisee in connection with the day-to-day operations of the Franchised Business.

"**Out of Territory Customer**" refers to and means a potential customer of a The Brothers that just do Gutters Business and/or a potential customer seeking the services and/or products offered by a The Brothers that just do Gutters Business where the customer and the location of the The Brothers that just do Gutters services to be provided on behalf of such customer are located outside Franchisee's Operating Territory and are not located within the operating territory or service territory of another The Brothers that just do Gutters franchisee and/or of any other The Brothers that just do Gutters Business.

"**Owner**" refers to and means collectively, individually and jointly (a) the officers and directors of Franchisee (including the officers and directors of any general partner of Franchisee) who hold an ownership interest in Franchisee, (b) the managing member or manager if Franchisee is a corporation, (c) all holders of an ownership interest, directly or indirectly, of five percent (5%) or more in Franchisee and of any entity directly or indirectly controlling Franchisee, and (d) the Managing Owner(s). Franchisee's initial Owners are identified and listed in Schedule "3" to this Agreement.

"**Owner Occupied Dwellings**" refers to and means a residence and/or dwelling that is occupied by the owners of such residence or dwelling. The number of Owner Occupied Dwellings within Franchisee's Operating Territory will be determined by Franchisor in Franchisors Reasonable Business Judgment based on the most recent published data available to Franchisor through the U.S. Census Bureau or other data that

© 2019 The Internicola Law Firm, P.C.

Franchisor believes to be more reliable. The number of owner occupied dwellings will be determined in the aggregate and calculated based on raw data and without regard to demographics, age or other qualifying factors. All determinations as to owner occupied dwellings shall be based upon data existing as of or prior to the Effective Date of this Agreement and shall not be subject to revision and/or recalculation for any reason, including, but not limited to, future changes in demographics.

"**Post-Term Restricted Period**" refers to and means the three (3) year period after the earliest to occur of the following: (a) the expiration or termination of this Agreement for any reason; or (b) the date on which Franchisee assigns the Franchise Agreement to another person and/or Corporate Entity. Provided however, that if a court of competent jurisdiction determines that this period of time is too long to be enforceable, then the "Post-Term Restricted Period" means the two (2) year period after the earliest to occur of the following: (i) the expiration or termination of this Agreement for any reason; or (ii) the date on which Franchisee assigns the Franchise Agreement to another person and/or Corporate Entity.

"**Prohibited Activities**" shall have the meaning defined and set forth in Article 7.C. of this Agreement.

"**Published Content**" refers to and means any and all information, data, articles, blog posts, press releases, frequently asked questions, special offers, product information, service information, web posts, videos and other information relating to and/or concerning the Franchised Business and/or the System and/or the Licensed Marks that is or was made available by Franchisee and/or Franchisee's agents to the public in print and/or electronic format and/or published, listed, made available, uploaded on, downloaded to and/or posted to Digital Media.

"**Reputation Management Services**" refers to and means the customer review, customer review monitoring and/or reporting services and/or reputation management services designated by Franchisor. Franchisor, in Franchisor's Reasonable Business Judgement, shall exclusively select the Reputation Management Services to be used by Franchisee and to determine and select the websites, social media sites, reporting services, surveys, and service platforms to be included in any evaluation and/or determination of Franchisee's monthly customer satisfaction and approval ratings.

"**Renewal Fee**" shall have the meaning defined and set forth in Article 16.A. of this Agreement. The Renewal Fee is a fixed sum of $15,000.

"**Restricted Territory**" refers to and means the geographic area within: (a) Franchisee's Operating Territory (or territories if Franchisee operates more than one operating territory); (b) a twenty-five (25) mile radius surrounding Franchisee's Operating Territory (or territories if Franchisee operates more than one operating territory); and (c) all other operating territories for The Brothers that just do Gutters Businesses that are operated and/or under development by Franchisor or other The Brothers that just do Gutters franchisees as of the Effective Date of this Agreement and those that are in operation during all or any part of the Post-Term Restricted Period; provided, however, that if a court of competent jurisdiction determines that the foregoing Restricted Territory is too broad to be enforceable, then the "Restricted Territory" means the geographic area within Franchisee's Operating Territory (or territories if Franchise operates more than one operating territory) plus a twenty-five (25) mile radius surrounding Franchisee's Operating Territory (or territories if Franchise operates more than one operating territory).

"**Royalty Fee**" shall have the meaning defined and set forth in Article 5.B. of this Agreement.

"**Royalty Report**" shall have the meaning defined and set forth in Article 5.B. of this Agreement.

"**Scheduled Business Commencement Date**" shall refer to and mean the day that occurs 180 days immediately following the Effective Date of this Agreement.

© 2019, The Intermicola Law Firm, P.C.

"**Second Renewal Term**" refers to and means the ten-year period that commences on the expiration of the First Renewal Term and continues for the ten-year period thereafter. The Second Year Renewal Term shall apply only if Franchisee is entitled to invoke and does invoke Franchisee's renewal rights in accordance with the terms and conditions of this Agreement including, but not limited to, Article 16 of this Agreement and the applicable The Brothers that just do Gutters renewal franchise agreement.

"**Service Vehicle(s)**" refers to and means the Franchisor approved commercial vehicle(s) to be acquired, maintained and operated by The Brothers that just do Gutters Business franchisees in connection with the day-to-day operations of a The Brothers that just do Gutters Business. Franchisee's Service Vehicle(s) must be dedicated to the day-to-day operations of the Franchised Business, must be approved by Franchisor, and must meet Franchisor's specifications as to vehicle models, vehicle age, vehicle type, interior configuration and capability, signs, and exterior vehicle wrap.

"**Spouse**" refers to and means the legal spouse of an Owner.

"**Sub-Zone**" the term "Sub-Zone" refers to and means a portion of an Operating Territory that is less than a Zone and is comprised of less than 37,500 Owner Occupied Dwellings. The determination as to the approximate number of Owner Occupied Dwellings within a Sub-Zone is made by Franchisor as of the Effective Date of this Agreement based on U.S. Census Bureau or other data that Franchisor believes to be more reliable. The number of Owner Occupied Dwellings will be determined in the aggregate and calculated based on raw data and without regard to demographics, age or other qualifying factors and is not subject to future adjustment.

"**Supplemental Training**" shall have the meaning defined and set forth in Article 4.A. of this Agreement.

"**Supplemental Training Fee**" shall have the meaning defined and set forth in Article 4.A. of this Agreement.

"**System**" shall have the meaning defined in the "Recitals" section of this Agreement and is further supplemented, as follows: (a) the System Services and Products, System Equipment and Supplies and the services, procedures and systems that are designated by Franchisor, whether presently or in the future, for use in connection with the development, establishment, marketing, promotion and operation of a The Brothers that just do Gutters Business; (b) the Licensed Marks; (c) the Trade Dress; (d) Copyrights; (e) other trade names, service marks, signs, and logos, copyrights and trade dress that is designated by Franchisor, whether presently or in the future, for use in connection with the development, establishment, marketing, promotion and operation of a The Brothers that just do Gutters Business; (f) Operations Manual; (g) Business Management System Data; (h) Know-How; (i) Confidential Information; and (j) Digital Media. All determinations as to the system including components to the system and modifications and replacements thereto shall be determined by Franchisor in Franchisor's Reasonable Business Judgment.

"**System Equipment and Supplies**" refers to and means the equipment and supplies designated by Franchisor as required for use in connection with Franchisee's The Brothers that just Do Gutters Business and the System Services and Products. Without limitation to the foregoing, the System Equipment and Supplies shall include The Brothers that just Do Gutters branded, non-branded and third-party branded equipment and supplies designated by Franchisor for use in the day-to-day operations of Franchisees The Brothers that just Do Gutters Business including, among other things: Customer Vouchers, products, gutters, brackets, gutter repair and installation kits, uniforms, stationary, sales slips, receipts, customer notices and other forms and materials, designated by Franchisor in the Operations Manual and/or otherwise in writing and, as may be modified and supplemented by Franchisor from time to time in Franchisor's

© 2019. The Internicola Law Firm, P.C.

Reasonable Business Judgment. System Equipment and Supplies shall further include those products that Franchisor authorizes for sale to customers of Franchisee's The Brothers that just Do Gutters Business.

"**System Services and Products**" shall have the meaning defined in the "Recitals" section of this Agreement and shall further refer to and mean those products and services that Franchisor authorizes for sale by The Brothers that just Do Gutters Businesses. Franchisor shall exclusively designate and determine the System Services and Products and Franchisor, in Franchisor's Reasonable Business Judgment, may change, modify, reduce or supplement the System Services and Products that must be offered and sold by the Franchised Business and those products and services that may not be sold by the Franchised Business. The Operations Manual, subject to changes that Franchisor may make from time to time and Franchisor's right to change and modify the System Services and Products, shall designate the System Services and Products that must be offered and sold by the Franchised Business. The Franchised Business may only offer and sell the System Services and Products.

"**System Website**" refers to and means the web page and/or pages located on the world wide web at the www.brothersgutters.com URL (uniform resource locator) and shall further include all webpages and subdomains (including those that are franchisee and/or geography specific) that are a part of www.brothersgutters.com, or as designated by Franchisor being associated with the URL of www.brothersgutters.com and/or The Brothers that just Do Gutters Businesses.

"**Technology Fee**" refers to and means the monthly fee to be paid by Franchisee to Franchisor. The Technology Fee is an administrative fee associated with defraying certain costs incurred by Franchisor in connection with the maintenance of the www.BrothersGutters.com website and other technologies related to the System. Such fee is not specific to content or information related to the Franchised Business.

"**Term**" refers to and means the period of time set forth and defined in Article 2.B. of this Agreement and, the applicable Renewal Term, if any, if Franchisee invokes Franchisee's renewal rights in accordance with the terms of this Agreement.

"**The Brothers that just do Gutters Business(es)**" refers to and means any business or businesses owned and/or operated by Franchisor, Franchisor's affiliates or an authorized franchisee that utilizes or is required to utilize the System and/or Licensed Marks.

"**Trade Dress**" refers to and means the The Brothers that just do Gutters Business designs, images, marketing materials, packaging, branding and/or branding images which Franchisor authorizes and requires Franchisee to use in connection with the operation of the Franchised Business and as may be revised and further developed by Franchisor from time to time.

"**Transfer**" refers to and means, without limitation, the following, whether voluntary or involuntary, conditional, direct or indirect: (a) an assignment, sale, gift, pledge or sub-franchise; (b) the grant of a mortgage, charge, lien or security interest, including, without limitation, the grant of a collateral assignment; (c) a merger, consolidation, exchange of shares or other ownership interests, issuance of additional ownership interests or securities representing or potentially representing ownership interests, or redemption of ownership interests; and (d) a sale or exchange of voting interests or securities convertible to voting interests, or an agreement granting the right to exercise or control the exercise of the voting rights of any holder of ownership interests or to control the operations or affairs of Franchisee.

"**Zone**" refers to and means a portion of an Operating Territory comprised of approximately 37,500 Owner Occupied Dwellings. Franchisor maintains the sole and exclusive discretion as to the determination of a Zone and the calculation of the approximate number of owner occupied dwellings within the Zone. The determination as to the approximate number of owner occupied dwellings within a Zone is made by

©2019, The Internicola Law Firm, P.C.

Franchisor as of the Effective Date of this Agreement based on U.S. Census Bureau or other data that Franchisor believes to be more reliable. The number of Owner Occupied Dwellings will be determined in the aggregate and calculated based on raw data and without regard to demographics, age or other qualifying factors and is not subject to future adjustment.

ARTICLE 2
GRANT OF FRANCHISE

2.A. GRANT OF FRANCHISE

Franchisee has requested that Franchisor grant to Franchisee the non-exclusive license and right to develop, own and operate a The Brothers that just do Gutters Business within a specified territory. In reliance on the representations made by Franchisee and Franchisee's owners in any submitted application and/or during the application process, including, without limitation, the Franchise Disclosure Questionnaire and Representations Statement that is attached to this Agreement as Exhibit 3 and subject to the terms and conditions of this Agreement, Franchisee's request has been approved by Franchisor, subject to the terms and conditions:

(1) During the Term of this Agreement and subject to the rights of Franchisor including, but not limited to, the Reserved Rights, Franchisor grants to Franchisee and Franchisee accepts, the non-exclusive license, right and obligation to develop and operate a The Brothers that just do Gutters Business within the Operating Territory;

(2) If, as of the Effective Date, Franchisee has selected a proposed business facility that Franchisor approves as Franchisee's Administrative Office, then the location of Franchisee's Administrative Office shall be identified in Schedule 2 of this Agreement;

(3) If, as of the Effective Date, Franchisee has not selected a proposed business facility that is approved by Franchisor as Franchisee's Administrative Office in Schedule 2 to this Agreement, and/or Schedule 2 to this Agreement is left incomplete as to the specific location of Franchisee's Administrative Office; if, after the Effective Date, Franchisee proposes and Franchisor approves of Franchisee's proposed business facility, such approval must be in writing and must be evidenced by Franchisor's execution of Exhibit 5 with a specific business facility location designated and identified as Franchisee's Administrative Office in Exhibit 5;

(4) If permitted by law, Franchisee may administratively manage the Franchised Business from an Administrative Office located within Franchisee's home, provided that same is located within Franchisee's Operating Territory;

(5) Franchisee may only operate the Franchised Business within Franchisee's Operating Territory and, without limitation to the foregoing, Franchisee may only offer and sell the System Services and Products within Franchisee's Operating Territory and in accordance with the requirements set forth in the Operations Manual;

(6) Except as otherwise provided in this Agreement including, but not limited to, the Reserved Rights, provided that, at all times Franchisee is and remains in compliance with all of the terms and provisions of this Agreement, during the Term of this Agreement, neither Franchisor nor any affiliate of Franchisor will establish or operate, or grant a franchise to any third-party to operate, a The Brothers that just do Gutters Business using the Licensed Marks and System within Franchisee's Operating Territory (provided that an Operating Territory has been designated and approved by Franchisor in accordance with the terms of this Agreement); and

© 2019. The Internicola Law Firm, P.C.

(7) The foregoing rights granted in this Article 2.A. are subject to and contingent upon each and every, term and condition of this Agreement, the rights of any prior user, and are non-exclusive and subordinate to the Reserved Rights.

2.B. TERM

Unless previously terminated pursuant to the terms of this Agreement, the term of this Agreement will be for a period of ten (10) years commencing as of the Effective Date (the "Term").

2.C. OWNERS AND SPOUSES AGREEMENT, INDIVIDUAL GUARANTEES, CONFIDENTIALITY AND RESTRICTIVE COVENANTS

If Franchisee is at any time a Corporate Entity, Franchisee agrees that each Owner and their respective Spouse shall execute, sign and deliver to Franchisor the Franchise Owner and Spouse Agreement and Guarantee attached to this Agreement as Exhibit "1" and, in doing so, among other things, will jointly and severally guarantee Franchisee's obligations and personally bind themselves to confidentiality and non-competition covenants and restrictions. Without limitation to and as a supplement to the foregoing, each Owner shall be bound by the provisions, obligations and responsibilities set forth in this Agreement by executing the Joinder Agreement attached to this Agreement as "Exhibit 2".

2.D. RESERVATION OF RIGHTS

Franchisor on behalf of itself, its affiliates and its assigns retains all rights, on any and all terms and conditions that Franchisor deems advisable and without any compensation or consideration to Franchisee to engage in the following activities (the "Reserved Rights"): (a) operate and grant to others the right to operate a Franchised Business, The Brothers that just do Gutters Business and/or other businesses using the System and Licensed Marks at locations outside Franchisee's Operating Territory; (b) acquire or merge with or otherwise affiliate with one or more businesses of any kind, including businesses that are Competitive Businesses, and after such acquisition, merger or affiliation to own and operate and to franchise or license others to own and operate and to continue to own and operate such businesses, including Competitive Businesses (but not utilizing the Licensed Marks) within Franchisee's Operating Territory; (c) be acquired by or merge with or otherwise affiliate with one or more businesses of any kind, including businesses that are Competitive Businesses, even if such business or businesses presently or, in the future, own and operate and franchise or license others to own and operate such businesses, including Competitive Businesses (but not utilizing the Licensed Marks) within Franchisee's Operating Territory; and (d) use the Licensed Marks and System and to license others to use the Licensed Marks and System, to engage in all other activities not expressly prohibited by the Franchise Agreement.

2.E. MODIFICATION OF SYSTEM

Franchisor, in Franchisor's Reasonable Business Judgment, reserves the right, at all times, to supplement, modify, alter and/or amend the System including any and/or all components of the System. Franchisee shall promptly comply with all such modifications to the System whether such modification results in the addition, subtraction, modification and/or enhancement to any and/or all components of the System. Franchisor shall provide Franchisee with a reasonable time period to comply with any change or modification to the System which shall be communicated to Franchisee by Franchisor including, but not limited to, communication through the Operations Manual. Franchisor's modifications to the System shall not materially alter Franchisee's fundamental rights under this Agreement.

2.F. OWNERSHIP OF CORPORATE ENTITY

If Franchisee is at any time a Corporate Entity, Franchisee represents that the information contained in Schedule 3 to this Agreement is true and accurate.

©2019, The Internicola Law Firm, P.C.

ARTICLE 3
FRANCHISEE DEVELOPMENT, COMMENCEMENT AND OPERATION OF THE FRANCHISED BUSINESS

3.A. COMMENCEMENT OF FRANCHISEE'S BUSINESS OPERATIONS.

Franchisee must open and commence the day-to-day operations of the Franchised Business on or before the Scheduled Business Commencement Date. Franchisee shall not open or commence the business operations of the Franchised Business without Franchisor's prior approval and Franchisee's compliance with the requirements of this Agreement, Franchisee's satisfaction (as determined by Franchisor) of Franchisor's training program and the business criteria established set forth in the Operations Manual.

3.B. FRANCHISEE'S ADMINISTRATIVE OFFICE.

Franchisee, at Franchisee's election may operate, manage and conduct the day-to-day operations of the Franchised Business from a commercial business facility located within the Operating Territory that qualifies as and is approved by Franchisor as Franchisee's Administrative Office. Franchisee's Administrative Office must meet Franchisor's standards and specifications and be approved by Franchisor in writing. Franchisee will not lease, purchase or otherwise acquire a site for Franchisee's Administrative Office until such information as Franchisor may require as to the proposed site has been provided to Franchisor by Franchisee and Franchisor has issued a notice of no objection for the proposed site. Franchisor shall respond to Franchisee's request for issuance of a notice of no objection within a reasonable time period but not exceeding thirty (30) days following Franchisor's receipt, from Franchisee, of complete information about Franchisee's proposed site. If the location of Franchisee's Business Facility is not known on the Effective Date of this Agreement then Franchisor's issuance (subject to the terms of this Agreement and Franchisors Reasonable Business Judgment) of no objection as to a location selected by Franchisee shall be acknowledged in accordance with the form Exhibit "5" attached to and made a part of this Agreement.

Franchisee's Administrative Office must be located within the Operating Territory. Franchisor's review of Franchisee's proposed site and Franchisor's issuance of a notice of no objection shall not constitute any representation or warranty on the part of Franchisor. No provision of this Agreement shall be construed or interpreted to impose an obligation on Franchisor to locate a site for Franchisee's Administrative Office, to assist the Franchisee in the selection of a suitable site for Franchisee's Administrative Office, or to provide assistance to the Franchisee in the purchase or lease of a location for Franchisee's Administrative Office.

Franchisor will furnish Franchisee with Franchisor's then-current preliminary plans and specifications for a The Brothers that just do Gutters Business Facility, reflecting Franchisor's general requirements for dimensions, interior design and layout, image, building materials, fixtures, equipment, furniture and signs. Franchisee, at its own expense, must construct Franchisee's Administrative Office in compliance with the plans and specifications and, in doing so, Franchisee at Franchisee's sole cost and expense must consult with and hire any and all necessary architects and engineers to plan, configure and obtain all required licenses and/or approvals concerning Franchisee's Administrative Office. Franchisee agrees to utilize and purchase only those types of construction and decorating materials, fixtures, equipment, furniture, and signs that Franchisor has approved or designated in the Operations Manual as meeting Franchisor's specifications and standards for appearance, function and performance. Franchisee may purchase approved or designated types of construction and decorating materials, fixtures, equipment, furniture and signs from any supplier approved or designated by Franchisor, which may include Franchisor and/or its affiliates.

If Franchisee's Administrative Office is known as of the Effective Date of this Agreement and if Franchisor has no objection to such facility, then such facility is identified in Schedule "2" attached to and made a part of this Agreement (as determined by Franchisee) Is to the extent that Franchisee elects to operate the Franchised Business from a location other than a commercial facility located within Franchisee's Operating

©2019. The Intermicola Law Firm, P.C.

Territory, Franchisee agrees that the only non-commercial facility that may be approved will be a personal residence of Franchisee and/or Franchisee's Managing Owner provided that such residence is located within the Operating Territory and that such use be permitted by local, state and other applicable rules, regulations, laws and zoning requirements.

3.C. FIXTURES, EQUIPMENT, FURNITURE AND SIGNS

Franchisee agrees to use in the construction and operation of Franchisee's Administrative Office only those types of construction and decorating materials, fixtures, equipment, furniture, and signs that Franchisor has approved or designated in the Operations Manual for The Brothers that just do Gutters Businesses as meeting Franchisor's specifications and standards for appearance, function and performance. Franchisee may purchase approved or designated types of construction and decorating materials, fixtures, equipment, furniture and signs from any supplier approved or designated by Franchisor (which may include Franchisor and/or its affiliates).

3.D. SERVICE VEHICLES

At all times during the Term of this Agreement and in connection with the day-to-day operations of the Franchised Business, Franchisee shall acquire, utilize, maintain, register, insure (as a commercial vehicle) and operate no less than one branded and wrapped Service Vehicle. Franchisee agrees that Franchisee is not authorized and shall not provide services unless such services are conducted from an authorized Service Vehicle and that the foregoing number of Service Vehicles is a minimum requirement and that as Franchisee's business operations and service visits expand so must the number of Service Vehicles that are acquired, maintained and operated by Franchisee in connection with the day-to-day operations of the Franchised Business. Franchisee's Service Vehicle(s) must meet Franchisor's standards and specifications as to approved vehicles and must contain an exterior body wrap displaying the Licensed Marks and interior configurations as approved and designated by Franchisor. At all times Franchisee must maintain all of Franchisee's Service Vehicles in good and working order and in a safe and clean condition. Franchisee is exclusively responsible for the maintenance, care, costs and utilization of Franchisee's Service Vehicles.

3.E. ONGOING PURCHASE OF EQUIPMENT AND SUPPLIES

At all times during the Term of this Agreement and in connection with the day-to-day operations of the Franchised Business, Franchisee shall exclusively utilize the System Equipment and Supplies as Franchisor shall designate and Franchisee shall purchase the System Equipment and Supplies from the supplier(ies) and vendor(s) approved by Franchisor and designated by Franchisor from time to time. Without limitation to the foregoing, Franchisee agrees that control over the nature, quality, branding and source of the System Equipment and Supplies is critical to the System and that irrespective of the availability of substitute products, supplies, equipment and/or sources of supply, Franchisee shall only utilize the System Equipment and Supplies as designated by Franchisor and only from those suppliers approved by Franchisor. Franchisee further acknowledges and understands that in many instances Franchisor and/or Franchisor's affiliates may be, may become and in most, if not all, instances currently is and will remain the sole and exclusive supplier of System Equipment and Supplies.

3.F. BUSINESS MANAGEMENT SYSTEM

In connection with the day-to-day operations of the Franchised Business, Franchisee shall exclusively utilize the Business Management Software System designated by Franchisor and as may be modified, supplemented and/or replaced by Franchisor from time-to-time in Franchisor's Reasonable Business Judgment. Franchisee cannot substitute nor replace the Business Management Software System in favor of any substitutes or other systems. To the extent that the Business Management Software System is hosted, maintained, licensed and/or operated by third-party suppliers Franchisee shall purchase, license and maintain such Business Management Software System and/or accounts from such third-party suppliers designated by Franchisor and subject to Franchisor's standards and specifications. To the extent that the Business Management Software System designated by franchisor is an internet and/or cloud-based system

©2019. The Internicola Law Firm, P.C.

with accounts and data (including the Business Management Software System Data) stored off-site, Franchisor, at Franchisor's sole election and in Franchisor's Reasonable Business Judgment may require that Franchisee's license, utilization and use of the Business Management Software System occur through accounts registered to Franchisor, controlled by Franchisor or licensed through Franchisor. To the extent that the Business Management Software System and the Business Management Software System Data are stored locally on computer systems maintained by Franchisee, then Franchisee shall provide Franchisor with remote internet and complete access to such systems. Franchisee further acknowledges that Franchisor may be and/or become the exclusive supplier and/or reseller of the Business Management Software System.

Franchisee shall be responsible for initial license fees, training fees and continuing monthly license fees required for continued and mandatory access and utilization of the Business Management Software System. Such fees shall be paid to Franchisor and/or to the third-party supplier and/or vendor(s) designated and approved by Franchisor. The fees shall be determined by Franchisor in Franchisor's Reasonable Business Judgment. Franchisee must complete training, purchase and license – in accordance with Franchisor's standards and specifications – the Business Management Software System no later than the earlier of the Actual Business Commencement Date or the Scheduled Business Commencement Date.

Supplementing and without limitation to the foregoing, as to the Business Management Software System, Franchisee agrees that the Business Management Software System and the Business Management Software System Data will contain proprietary and confidential information owned by Franchisor and related to the System and that:

(a) Franchisee shall utilize the Business Management Software System and the Business Management Software System Data exclusively for the purpose of marketing, promoting and operating the Franchised Business in accordance with the terms of this Agreement and Franchisor's standards and specifications.

(b) Any and all rights in and/or to the Business Management Software System and the Business Management Software System Data is non-transferable and non-assignable and shall be subject to the terms and provisions of this Agreement and irrespective of any third-party agreement, including that of an approved vendor of the Business Management Software.

(c) Franchisor is the sole and exclusive owner of all right, title, and interest in and to the data entered into, generated by, and stored within the Business Management Software System including, but not limited to the Business Management Software System Data and any related databases, including all trade secrets and proprietary configurations related to the Business Management Software System. Among other things, upon expiration and/or termination of this Agreement, Franchisee shall possess no right to access data contained and/or entered in Business Management Software System including, but not limited to the Business Management Software System Data .

(d) At all times Franchisor shall maintain the right to directly access the Business Management Software System and the Business Management Software System Data , to duplicate and evaluate data contained in the Business Management Software System, Supplement and install data and templates (including email templates, pricing information and marketing information) in the Business Management Software System. Additionally, upon Franchisor's request, Franchisee shall electronically transfer and transmit to Franchisor all files, reports, data and information associated with, entered, stored and/or contained on the Business Management Software System.

© 2019, The Internicola Law Firm, P.C.

(e) At all times configuration and utilization of the Business Management Software System must conform to Franchisor's standards and specifications.

(f) Franchisee shall promptly disclose to Franchisor all ideas and suggestions for modifications of enhancements to the Business Management Software System, to the configuration and templates associated with the Business Management Software System and that Franchisor shall have the right to use such ideas and suggestions and that Franchisee shall not receive nor obtain any ownership rights or interests in any modifications or enhancements to Business Management Software.

(g) Franchisee and Franchisee's employees shall not permit access to or make available the Business Management Software System nor the Business Management Software System Data, or portions thereof, to any person other than Franchisee or Franchisee's Owners, Franchisee's Managing Owner and Franchisee's Manager(s) provided that such Managers have first signed and delivered to Franchisor a duly signed Confidentiality Agreement in the form attached to this Agreement as Exhibit 4.

(h) Franchisee shall keep and maintain the Business Management Software System, the Business Management Software System Data and all information, data and templates stored, entered and/or maintained thereon as confidential and shall maintain security precautions to maintain the confidentiality and secrecy of same and to prevent the unauthorized access or use.

(i) In no event shall Franchisor be liable to Franchisee for any damages, including any lost profits, lost savings, or other incidental or consequential damages, relating to the use or inability to use the Business Management Software System, even if Franchisor has been advised of the possibility of such damages, or for any claim by any other party including the software manufacturer. The foregoing limitations of liability are intended to apply without regard to whether other provisions of the Agreement have been breached or proven ineffective.

3.G. DIGITAL MEDIA, SYSTEM WEBSITE AND TELEPHONE NUMBERS

Franchisee agrees the significance of Digital Media to the System and necessity for Franchisor's control over Digital Media. Between Franchisor and Franchisee, Franchisor is the absolute owner of the Digital Media and nothing contained in this Agreement grants to Franchisee any ownership interest in or to the Digital Media. Franchisee shall not utilize, access or open accounts regarding or related to Digital Media unless expressly approved by Franchisor in writing which approval Franchisor may withhold, condition or limit as determined by Franchisor in Franchisor's Reasonable Business Judgment and which approval, if given, shall be limited to the marketing and promotion of the Franchised Business in accordance with Franchisor's standards and specifications. Upon expiration or termination of this Agreement for any reason, any prior authorization by Franchisor as to Franchisee's right to utilize the Digital Media and/or otherwise as to any rights of Franchisee in or to the Digital Media shall be automatically terminate and, at Franchisor's election, the right to any and all accounts and/or sites (if any) associated with Digital Media utilized by Franchisee shall be transferred to Franchisor. Under no circumstance shall Franchisee utilize the Digital Media for purposes of or with the effect of libeling or disparaging another nor shall Franchisee violate any copyrights – as to such actions as between Franchisee and any third party, Franchisee is exclusively responsible for disparagement, libel and/or copyright infringement if Franchisee published and/or caused such content to be published.

Franchisee agrees that Digital Media and/or Published Content, if permitted by Franchisor, must be approved by Franchisor prior to publication or use in any form. Digital Media and Published content that is approved by Franchisor or that otherwise is acceptable to Franchisor as meeting Franchisor's standards shall be owned by Franchisor. As between Franchisor and Franchisee, any and all interest and right in or to

©2019. The Internicola Law Firm, P.C.

the Digital Media and/or Published Content shall, at all times, be and is the exclusive property of Franchisor both during the Term of this Agreement and upon the expiration or termination of this Agreement. Franchisee agrees that the System Website and all improvements and modifications made to the System Website, Digital Media, and Published Content is and shall be the exclusive property of Franchisor. During the Term of this Agreement and subject to Franchisee's compliance with the terms and conditions of this Agreement, the System Website, shall include information related to the Franchised Business as shall be determined and designated by Franchisor in Franchisor's Reasonable Judgment. In the event of the termination of this Agreement, for any reason, that the accounts related to all telephone numbers associated with the Franchised Business and all rights in and to the telephone numbers associated with the Franchised Business, shall, at Franchisor's election, be transferred to Franchisor.

3.H. CONTACT CENTER AND CONTACT CENTER SERVICES

Franchisee agrees that Franchisor, in Franchisor's Reasonable Business Judgment and sole discretion, may implement and require that Franchisee, at Franchisee's cost and expense, participate in utilizing the Contact Center and Contact Center Services designated by Franchisor and as may be modified by Franchisor from time to time. Franchisee agrees that a core and critical component to all The Brothers that just do Gutters Businesses and Franchisee's The Brothers that Just do Gutters Business relates to and includes communications with customers and prospective customers, the scheduling and rescheduling of estimate appointments, the scheduling and rescheduling of service visits, responding to customer complaints and other customer communications. Franchisee agrees that Franchisee shall exclusively adopt and utilize only those Contact Centers designated and approved by Franchisor and that Franchisee shall exclusively adopt and utilize only those Contact Center Services designated by Franchisor of which Franchisor may be the sole and exclusive supplier. Franchisee shall pay for all costs and expenses charged to Franchisee for Contact Center Services. Fees for Contact Center Services shall, in Franchisor's Reasonable Business Judgment, be exclusively determined by Franchisor from time to time and may include fixed general overhead fees and variable fees related to contacts involving or potentially involving the Franchised Business including, but not limited to, an initial prospect fee related to a prospect that contacts a Contact Center, estimate scheduling and rescheduling, service visit scheduling and rescheduling, and escalation fees responding to customer complaints and supplemental inquiries. The variable Contact Center Fees are per communication fees that will be charged each and every time a communication occurs. Franchisee's participation and use of the Contact Center is mandatory and Franchisee's payment of Contact Center Fees is mandatory.

3.I. RELOCATION OF FRANCHISEE'S BUSINESS FACILITY

Under no circumstance shall Franchisee relocate Franchisee's Administrative Office to a facility located outside the Operating Territory. To the extent that Franchisee wishes to relocate Franchisee's Administrative Office to a suitable commercial facility located within the Operating Territory then Franchisee must obtain Franchisor's prior written consent which shall not be unreasonably withheld provided that Franchisee is in compliance with the terms and conditions of this Agreement and provided that the new facility meets Franchisor's then current standards and specifications. Franchisee may not operate the Franchised Business from a residence location outside of the Operating Territory.

3.J. OUT OF TERRITORY CUSTOMERS.

Franchisee agrees that the license and rights granted to Franchisee in this Agreement are non-exclusive and limited to, among other things, the Operating Territory and Grant set forth in Article 2.A. and the Reservation of Rights set forth in Article 2.D. Franchisor and Franchisee agree that circumstances may arise where it may be beneficial (as determined exclusively by Franchisor in Franchisor's Reasonable Business Judgment) to the System for Franchisee, Franchisor or another The Brothers that just do Gutters franchisee to provide services of the Franchised Business to an Out of Territory Customer. Subject to Franchisor's written approval , in determining whether or not Franchisor may, in Franchisor's sole discretion and based on Franchisor's Reasonable Business Judgment, grant approval of a request by

© 2019; The Internicola Law Firm, P.C.

Franchisee to provide service to an Out of Territory Customer, the following requirements and conditions shall be applicable:

(1) Where Franchisee, in each instance, has submitted to Franchisor a written request to provide the services of a The Brothers that just do Gutters Business to a potential Out of Territory Customer at a location believed by Franchisee to be outside of Franchisee's Operating Territory and not be within the Operating Territory of another The Brothers that just do Gutters Business. Franchisee's request shall be in writing submitted to franchisor no less than 10 business days prior to the scheduled dates of service and such written request shall be in a form designated by Franchisor and shall require Franchisee's disclosure of information that contains the identification and contact information of the potential Out of Territory Customer, the location where Franchisee is requesting to provide the services, the requested dates of service and the services requested;

(2) Where Franchisor, in each instance and in writing, approves of Franchisee's request to provide the services of a The Brothers that just do Gutters Business with such services, dates and times being limited to the information provided to Franchisor in accordance with subsection 3.J(1), above. Franchisee agrees that such approval or disapproval shall be made by Franchisor in Franchisors Reasonable Business Judgment wherein, among other things, Franchisor shall take into account the geographic proximity of the Out of Territory Customer to Franchisee's Operating Territory, the number of requests made by Franchisee to provide services to Out of Territory Customers, the gross sales that Franchisee has or may generate from sales to Out of Territory Customers and the proximity of the Out of Territory Customer to the operating territory of other The Brothers that just do Gutters Businesses. Without limitation to the foregoing, Franchisee agrees that included within Franchisors Reasonable Business Judgment in determining whether or not Franchisor elects to approve of Franchisee's request(s) to provide service to Out of Territory Customers include (a) the amount of revenue that Franchisee generates from Out of Territory Customers, (b) the particular territory and the concentration of Out of Territory Customers, (c) Franchisor's desire to maintain Franchisee's focus on the developing and servicing of Franchisee's Operating Territory, (d) economic incentive benefitting Franchisor such that should Franchisee, in any 12 month period, generate more than $10,000 in gross sales from Out of Territory Customers Franchisor may withhold all future approvals for the purpose of maintaining the overall operating territory structure of the System and for the purpose of incentivizing Franchisee to purchase additional The Brothers that just do Gutters Franchises;

(3) At all times all goodwill, customer information, interests and rights in and to the Out of Territory Customer and the territory wherein the The Brothers that just do Gutters services have been provided to the Out of Territory Customer shall be and remain an asset of Franchisor. Among other things, if, at any time, the territory wherein the Out of Territory Customer is located and/or where the services were provided to the Out of Territory Customer is located becomes part of the operating territory of another The Brothers that just do Gutters Business and/or The Brothers that just do Gutters franchise, than Franchise, among other things, acknowledges that Franchisee shall turnover all information as to such Out of Territory Customer. Franchisee further acknowledge that by providing services to Out of Territory Customers, Franchisee may be further developing markets and territories that may benefit future franchisees that may later acquire rights and/or interests in and to the territory where the Out of Territory Customer is located; and

© 2019, The Internicola Law Firm, P.C.

(4) Franchisee agrees that the purpose of this Article 3.J. is to permit Franchisee to potentially provide services to an Out of Territory Customer that is located within close proximity to Franchisees Operating Territory and where the Out of Territory Customer has contacted Franchisee. Under no circumstance shall Franchisee violate the terms of Article 10.G. of this Agreement. In the event of any inconsistency between the terms of this Article 3.J and Article 10.G. of this Agreement, Article 10.G. shall take precedence and govern.

Nothing contained in this Article 3.J. shall expand either the non-exclusive franchise rights granted to franchisee in Article 2 of this Agreement nor Franchisee's Operating Territory and in the event of any inconsistency or conflict between the terms of this Article 3.J. and Article 2, Article 2 shall take precedence and govern.

ARTICLE 4
TRAINING AND OPERATING ASSISTANCE

4.A. INITIAL TRAINING

(1) Prior to the commencement of the day-to-day business operations of the Franchised Business, Franchisor will provide Franchisee (or its Managing Owner), with an initial training program as to the operations of a The Brothers that just do Gutters Business ("Training Program"). The initial Training Program is provided and offered for up to two individuals which must include Franchisee or if Franchisee is a Corporate Entity Franchisee's Managing Owner and one Manager. If Franchisee would like more than two individuals to attend the initial Training Program (provided that such other individuals qualify as a Manager and have been approved by Franchisor and have signed a confidentiality agreement in the form attached to this Agreement as Exhibit "4"), subject to Franchisor's approval, Franchisee shall pay to Franchisor an additional fee of $500 per additional person attending Initial Training. Prior to opening the Franchised Business Franchisee and Franchisee's Managing Owner must attend and successfully complete (to Franchisor's satisfaction as determined by Franchisor in Franchisor's Reasonable Business Judgment) the Training Program designated by Franchisor. The training will include classroom and on-the-job instruction at a location and/or facility designated by Franchisor. Following completion of the initial Training Program, Franchisee shall be responsible for the ongoing training of Franchisee' employees, staff and all other employees of the Franchised Business. Said on-going training must conform to Franchisors standards and specifications. The Training Program shall be structured, configured and established by Franchisor from time-to-time. The Training Program may be structured so that it is offered and completed by Franchisee in various phases which may require participation in interactive webinar type sessions and on-site training at the training site designated by the Franchisor.

(2) Franchisee, at Franchisee's sole cost and expense, must attend and successfully complete all refresher training courses, additional training programs and seminars as Franchisor periodically may designate and/or offer in Franchisor's discretion. Franchisor provides instructors and training materials for those programs and seminars, but Franchisor reserves the right to assess Franchisee reasonable charges for such training. Franchisee is responsible for all expenses Franchisee and any employee incurs in connection with attendance and participation in these programs and seminars, including, without limitation, the cost of transportation, lodging, meals and any salaries and other wages.

(3) Franchisee shall pay the salaries, fringe benefits, payroll taxes, unemployment compensations, workers' compensation insurance, lodging, food, automobile rental, travel costs and all other expenses for those persons who, on behalf of Franchisee, attend and participate in the Training Program. If the Training Program is provided at Franchisee's Administrative Office by a representative of Franchisor (provided that Franchisor, in Franchisor's sole discretion, elects to do so), then the Franchisee will pay for the reasonable travel costs, lodging, food, automobile rental and other expenses incurred by Franchisor's representative in connection with such training.

©2019, The Internicola Law Firm, P.C.

(4) Subject to Franchisor's approval and agreement, Franchisor may offer supplemental training to Franchisee at the location of the Franchised Business (hereinafter referred to as "Supplemental Training"). Franchisor, in Franchisors Reasonable Business Judgment, reserves the right to reject or approve of any request by Franchisee for Supplemental Training. If Franchisor does agree to offer and provide Supplemental Training, Franchisee shall pay to Franchisor a supplemental training fee at the rate of $500 per on-site trainer per day plus reimbursement of the travel and hotel accommodation expenses that Franchisor's trainers reasonably incur (the "Supplemental Training Fee"). Franchisee agrees that if Franchisee is in breach of this Agreement due to the operations of the Franchised Business, Franchisor may require that Franchisee participate in and purchase Supplemental Training.

4.B. OPERATING ASSISTANCE.

From time to time as Franchisor may elect, Franchisor may advise Franchisee of those applicable standards, procedures and System requirements in connection with Franchisee's operation of the Franchised Business. Operating assistance may, as determined by Franchisor, in Franchisor's sole discretion, consist of:

(1) Establishing and communicating to franchisee operating procedures, improvements to the System and modifications to the System in connection with the Franchisee's operation of the Franchised Business, services to be offered by Franchisee, products to be sold by Franchisee, equipment to be purchased and utilized by Franchisee and those systems and procedures to be utilized by Franchisee in connection with Franchisee's training of service employees and Franchisee's marketing and promotion of the Franchised Business.

(2) Establishing and communicating additional services and/or products that may be authorized for The Brothers that just do Gutters Businesses.

(3) Establishing and communicating marketing and promotion standards and base campaigns that are authorized for use by franchisees in connection with the operation and promotion of The Brothers that just do Gutters Businesses.

(4) Establishing and communicating advertising and promotional programs and standards for use by franchisees in connection with the operation and promotion of The Brothers that just do Gutters Businesses.

(5) Establishing and communicating administrative and general operating procedures for use by franchisees in connection with the operation of The Brothers that just do Gutters Businesses.

(6) Establishing and communicating a list of approved suppliers of products, supplies, equipment, software systems, marketing related services, as Franchisor deems appropriate and as may be otherwise designated by Franchisor.

(7) Coordinating an annual conference, at Franchisor's discretion, to which each franchisee in good standing will be invited. Franchisee shall be responsible for all expenses of its personnel attending the annual meeting, including travel, meals and lodging. Franchisee agrees that in connection with Franchisee's attendance at the annual conference, Franchisee shall be further required to pay to Franchisor an annual conference attendance fee in an amount determined by Franchisor but not to exceed $1,000 per attendee, per annual conference. Franchisee agrees that if Franchisee fails to attend the Annual Conference that Franchisor shall, nevertheless, charge and Franchisee shall pay an annual conference fee not exceeding $1,000.

©2019, The Internicola Law Firm, P.C.

(8) Establish and communicate guidance to Franchisee in the form of the Operations Manual and as Franchisor, in Franchisor's sole discretion, deems appropriate in the form bulletins or other written materials, telephonic consultations and/or consultations at the offices of Franchisor.

4.C. OPERATIONS MANUAL.

Franchisor shall loan to Franchisee during the term of the franchise one (1) copy of the Operations Manual. The Operations Manual contains mandatory and suggested specifications, standards and operating procedures that Franchisor prescribes for The Brothers that just do Gutters Businesses and information relative to other obligations of Franchisee. Franchisee must operate the Franchised Business in accordance with the specifications and requirements set forth in the Operations Manual and as same may be modified, supplemented and/or changed by Franchisor from time-to-time. Franchisor has the right to add to, and otherwise modify, the Operations Manual to reflect changes in authorized products and services, specifications, standards and operating procedures of a The Brothers that just do Gutters Business. Franchisee must keep its copy of the Operations Manual current and in a secure place at the Franchised Business. If the Operations Manual is provided to Franchisee in electronic format, Franchisee shall not permit third party access to the Operations Manual. The master copy of the Operations Manual that Franchisor maintains at Franchisor's principal office controls if there is a dispute relative to the contents of the Operations Manual. Franchisee shall have a reasonable period of time to implement the changes in the System required by changes to the Operations Manual. Franchisor shall give Franchisee written notice of the changes required and the period of time within which the changes must be implemented by Franchisee.

Without limitation to the foregoing, Franchisee agrees that Franchisee may only offer and/or sell those services and products expressly authorized by Franchisor in the Operations Manual and that Franchisees The Brothers that just do Gutters Business must comply with and be operated in accordance with the terms, specifications and requirements set forth in the Operations Manual. Franchisee agrees that Franchisor shall, from time to time, in Franchisor's sole discretion, modify, supplement, alter and/or remove those authorized products and/or services that must be provided by the Franchised Business.

ARTICLE 5
FEES

5.A. INITIAL FRANCHISE FEE.

Upon execution of this Agreement Franchisee shall pay to Franchisor a non-recurring initial franchisee fee (the "Initial Franchise Fee") of $40,000 for a Base Operating Territory. If Franchisee increases the size of Franchisee's Base Operating Territory then the Initial Franchise Fee shall be increased by $10,000 for each additional Zone added to Franchisee's Base Operating Territory. If Franchisees adds a portion of a zone or a Sub-Zone to Franchisee's Base Operating Territory, then, as to such Sub-Zone, the Initial Franchise Fee shall be increased by an amount calculated by multiplying the number of Owner Occupied Dwellings within the Sub-Zone times $0.26. At all times, Franchisor maintains sole discretion and to whether or not Franchisor shall grant to Franchisee the right to add additional Zone(s) or Sub-Zone(s) to Franchisee's Base Operating Territory. The estimated number of Owner Occupied Dwellings within Franchisee's Operating Territory, whether or not Franchisee has acquired additional Zones or Sub-Zones and the amount of the Initial Franchise Fee is set forth in Schedule "2" attached to this Agreement. The initial franchise fee is fully earned by Franchisor upon execution of this Agreement and is not refundable.

Additional Franchise Agreements. If, during the Term of this Agreement Franchisee enters into any additional franchise agreements with Franchisor for additional The Brothers that just do Gutters Businesses, the Initial Franchise Fee for each additional Franchised Business shall be $30,000 for a Base Operating Territory.

© 2019, The Internicola Law Firm, P.C.

5.B. ROYALTY FEE.

Throughout the Term of this Agreement and any applicable renewal term, Franchisee shall pay to Franchisor a continuing weekly non-refundable royalty fee (the "Royalty Fee") in an amount equal to 6% (the "Royalty Rate") of Franchisee's weekly Gross Sales. Supplementing the foregoing, the Royalty Rate shall be 10% for all Gross Sales related to an Out of Territory Customer.

The Royalty Fee shall be calculated on a weekly basis for each respective weekly Accounting Period. The Royalty Fee is on-going and is payable in cash and calculation of the on-going Royalty Fee to be paid weekly (or based on such other Accounting Period designated by Franchisor) shall be based on the Gross Sales for the prior weekly Accounting Period. Royalty Fee payments will be paid weekly by ACH and/or electronic funds transfer, due on the Thursday of each weekly Accounting Period (for the preceding week and each week thereafter throughout the entire Term of this Agreement) or such other specific day of the week that Franchisor designates from time to time or for such other period that Franchisor may designate (the "Due Date")(the term Due Date is further defined in Article 1 of this Agreement). Upon the request of Franchisor and in no event later than thirty (30) days prior to the earlier of the Actual Business Commencement Date or the Scheduled Business Commencement Date, Franchisee shall execute Franchisor's designated ACH Authorization form and such other authorization agreements, in the form proscribed by Franchisor, for preauthorized payment of Royalty Fee payments, and other amounts due from Franchisee under this Agreement, by electronic transfer of funds from Franchisee's bank account to the bank account that Franchisor designates. As of the Effective Date, Franchisor's current ACH Authorization that must be executed and complied with by Franchisee is attached hereto as Exhibit "7". Franchisor may require Franchisee to pay the Royalty Fees and other amounts due under this Agreement by means other than ACH and/or automatic debit whenever Franchisor deems appropriate, and Franchisee agrees to comply with Franchisor's payment instructions.

On the Due Date each week, Franchisee shall report by electronic means, telephone or in written form, as Franchisor directs, a Royalty Report itemizing actual sales achieved by the Franchised Business and any deductions therefrom to arrive at the Gross Sales for the preceding weekly Accounting Period (the "Royalty Report") and any other reports required under this Agreement. Franchisor shall have the right to verify such royalty payments from time to time, as it deems necessary in any reasonable manner. If Franchisee fails to have sufficient funds in its account or otherwise fails to pay any royalties due as of the Due Date, Franchisee shall owe, in addition to such royalties, a late charge equivalent to the lesser of five percent (5%) per month of any late royalty payment or Fifty Dollars ($50); provided, however, in no event shall Franchisee be required to pay a late fee at a rate greater than the maximum commercial contract interest rate permitted by applicable law. Further, if Franchisee fails to submit an accurate Royalty Report by the Thursday of each week for the preceding week, Franchisee must pay, in addition to royalties, a late charge in the amount of Fifty Dollars ($50). Franchisor may require Franchisee to pay the Royalty Fees and other amounts due under this Agreement by means other than automatic debit whenever Franchisor deems appropriate, and Franchisee agrees to comply with Franchisor's payment instructions.

5.C. TECHNOLOGY MAINTENANCE FEE.

Throughout the Term of this Agreement and any applicable renewal term, Franchisee shall pay to Franchisor a continuing monthly non-refundable Technology Fee. Franchisor, in Franchisor's Reasonable Business Judgment, possesses the right, at any and all times throughout the Term, to implement and charge Franchisee a monthly Technology Fee in a monthly amount designated by Franchisor but provided that such monthly amount does not exceed $200 per month. Franchisee agrees that this Technology Fee is a general administrative fee and is not connected to any particular service. The Technology Fee shall be paid to Franchisor each and every month on the Due Date.

5.D. CONTACT CENTER FEES

Throughout the Term of this Agreement and any applicable renewal term, Franchisee shall pay to

©2019. The Internicola Law Firm, P.C.

Franchisor a continuing weekly non-refundable contact center fee (the "Contact Center Fees") in an amount equal to a percentage (the "Contact Center Rate") of Franchisee's weekly Gross Sales. Franchisee agrees that Franchisor shall determine the Contact Center Rate in Franchisor's Reasonable Business Judgment and that Franchisor may modify the Contact Center Rate and the Contact Center Feesfrom time to time provided that the Contact Center Rate shall not exceed four (4%) percent of Franchisee's Gross Sales as determined on a weekly basis. The Contact Center Fees shall be calculated on a weekly basis for each respective weekly Accounting Period and shall be payable on the Due at the same time and subject to the same terms as Franchisee's obligation to pay Royalty Fees.

5.E. OTHER FEES.

As designated by Franchisor in this Agreement, the Manual or otherwise, Franchisee shall pay the following additional fees to either Franchisor, Franchisor's affiliate(s), or Franchisee's designee(s):

(1) Brand Development Fund Fee – Franchisee shall pay to Franchisor, Franchisor's affiliates, or Franchisor's designees, the Brand Development Fund Fee as set forth in Article 10.A. of this Agreement.

(2) DMA Marketing Fund Fee – Franchisee shall pay to Franchisor, Franchisor's affiliates, or Franchisor's designees, the DMA Marketing Fund Fee as set forth in Article 10.C. of this Agreement.

(3) Customer Satisfaction Noncompliance Fee - Franchisee shall pay to Franchisor, Franchisor's affiliates, or Franchisor's designees, a Customer Satisfaction Noncompliance Fee upon demand of Franchisor following the occurrence of a Customer Satisfaction Noncompliance Event.

(4) Noncompliance Fee - Franchisee shall pay to Franchisor, Franchisor's affiliates, or Franchisor's designees, a Noncompliance Fee upon demand of Franchisor following the occurrence of an event of default as set forth in Article 17.C. of this Agreement.

(5) All Other Obligations Set forth in this Agreement – Franchisee shall pay to Franchisor, Franchisor's affiliates, or Franchisor's designees such other fees, charges and expenses as set forth in this Agreement and in accordance with the terms of this Agreement or, otherwise, in accordance with the Manuals and/or Franchisor's standards and specifications.

5.F. INTEREST, COLLECTION COSTS AND ATTORNEY FEES.

All unpaid obligations under this Agreement (of any nature) shall automatically bear interest from the date due until paid at the lesser of: (i) twelve percent (12%) per annum, or (ii) the maximum rate allowed by applicable law. However, if such past due obligation remains unpaid for more than thirty (30) days, then the amount of the unpaid and past due obligation will bear simple interest at the lesser of eighteen percent (18%) simple interest per annum or the maximum legal rate allowable by applicable law. Furthermore, the Franchisee will pay Franchisor for any and all costs incurred by Franchisor in the collection of such unpaid and past due obligations including, but not limited to, reasonable attorney's fees. Franchisee agrees that this Article 5.F. does not constitute Franchisor's agreement to accept payments after they are due or a commitment by Franchisor to extend credit to, or otherwise finance Franchisee's operation of the Franchised Business. Further, Franchisee agrees that its failure to pay all amounts when due shall constitute grounds for termination of this Agreement, as provided in Article 17.

5.G. APPLICATION OF PAYMENTS.

Franchisor has sole discretion to apply any payments received from Franchisee or to offset any indebtedness of Franchisor to Franchisee to any past due indebtedness of Franchisee for Royalty Fees, Advertising Contributions, purchases from Franchisor or its affiliates, interest or any other indebtedness

©2019. The Internicola Law Firm, P.C.

of Franchisee to Franchisor or its affiliates.

5.H. WITHHOLDING PAYMENTS UNLAWFUL.

Franchisee agrees that under no circumstance is Franchisee entitled to withhold payments due to Franchisor under this Agreement. Among other things and without limitation to the foregoing, Franchisee expressly agrees that any claim by Franchisee as to the alleged non-performance of Franchisor's obligations shall not permit and/or entitle Franchisee to withhold payments due Franchisor under this Agreement.

ARTICLE 6
AGREED UPON NECESSITY OF FRANCHISEE AND FRANCHISEE OWNER AND SPOUSE NON-COMPETITION AND RESTRICTIVE COVENANTS

Franchisee agrees that only through the course of entering into this Franchise Agreement is Franchisee being provided with access to the System, Franchisor's training, use of the Licensed Marks and access to the Operations Manual and Confidential Information. Franchisee agrees that competition by Franchisee, Owners, Spouses and Immediate Family Members could jeopardize the entire System and cause irreparable harm to Franchisor and franchisees of The Brothers that just do Gutters Businesses.

Franchisee expressly acknowledges that if Franchisee is a Corporate Entity that this Agreement contains restrictive covenants that will not only significantly impact Franchisee directly but also the Owners (whether or not such Owners are also Managing Owners), Spouses of Owners and Immediate Family Members and Managers who will be provided access to Confidential Information and Know-How. Franchisee represents that it has been advised to review this Agreement with an attorney and that the confidentiality, non-competition and restrictive covenants contained in this Agreement (including, but not limited to the definitions in Article 1 of this Agreement and Articles 7 and 18 of this Agreement) are fair and reasonable and should be enforced both during the Term of this Agreement and after termination of this Agreement. Franchisee further acknowledges and agrees that it is fair to enforce the confidentiality, non-competition and restrictive covenants of this Agreement against both Franchisee, Franchisee's Owners, Spouses and Immediate Family Members irrespective of the reason for any termination of this Agreement and whether or not such termination is claimed by Franchisee, Franchisor or both.

ARTICLE 7
FRANCHISEE'S AND FRANCHISEE'S OWNERS, SPOUSES AND MANAGERS RESTRICTIVE COVENANTS AND OBLIGATIONS

7.A. RESTRICTIVE COVENANTS: KNOW-HOW

Franchisee agrees that Franchisee: (i) shall not use the Know-How in any business or capacity other than the operation of the Franchised Business pursuant to this Agreement; (ii) shall maintain the confidentiality of the Know-how at all times; (iii) shall not make unauthorized copies of documents containing any Know-How; (iv) shall take all reasonable steps that Franchisor requires from time to time to prevent unauthorized use or disclosure of the Know-How; and (v) shall stop using the Know-How immediately upon the expiration, termination or Transfer of this Agreement. Franchisee further acknowledges and agrees that the foregoing covenants and obligations shall also apply to: (a) Franchisee's Owners and Spouses and that Franchisee's Owners and Spouses shall each execute and deliver to Franchisor the Franchise Owner and Spouse Agreement and Guarantee in the form attached to this Agreement as Exhibit "1" and (b) Franchisee's directors, officers, employees and agents where disclosure of the Know-How was necessary for the operations of the Franchised Business and where such director, officer, employee and/or agent previously executed and delivered to Franchisor the Confidentiality Agreement in the form attached to this Agreement as Exhibit "4".

© 2019, The Internicola Law Firm, P.C.

7.B. RESTRICTIVE COVENANTS: CONFIDENTIAL INFORMATION

Franchisee agrees that Franchisee: (i) shall not use the Confidential Information in any business or capacity other than the The Brothers that just do Gutters Business operated by Franchisee; (ii) shall maintain the confidentiality of the Confidential Information at all times; (iii) shall not make unauthorized copies of documents containing any Confidential Information; (iv) shall take such reasonable steps as Franchisor may ask of Franchisee from time to time to prevent unauthorized use or disclosure of the Confidential Information; and (v) shall stop using the Confidential Information immediately upon the expiration, termination or Transfer of this Agreement. Franchisee further acknowledges and agrees that the foregoing covenants and obligations shall also apply to: (a) Franchisee's Owners and Spouses and that Franchisee's Owners and Spouses shall each execute and deliver to Franchisor the Franchise Owner and Spouse Agreement and Guarantee in the form attached to this Agreement as Exhibit "1" and (b) Franchisee's directors, officers, employees and agents where disclosure of the Confidential Information was necessary for the operations of the Franchised Business and where such director, officer, employee and/or agent previously executed and delivered to Franchisor the Confidentiality Agreement in the form attached to this Agreement as Exhibit "4".

7.C. RESTRICTIVE COVENANTS: UNFAIR COMPETITION AND IN-TERM NON-COMPETITION OBLIGATIONS

Franchisee agrees that during the Term of this Agreement, Franchisee shall not engage in the following activities (the "Prohibited Activities"): (a) owning and/or having any legal or equitable interest (whether as an individual proprietor, owner, partner, member or shareholder or in any similar capacity) in a Competitive Business (other than owning an interest of three percent (3%) or less in a publicly traded company that is a Competitive Business); (b) operating, managing, funding and/or performing services (whether as an employee, officer, director, manager, consultant, representative, agent, and/or creditor or in any similar capacity) for a Competitive Business; (c) diverting or attempting to divert any business or customers from Franchisor (or one of Franchisor's affiliates or franchisees); and/or (d) inducing (i) any of Franchisor's employees or managers (or those of Franchisor's affiliates or franchisees) to leave their position with Franchisor, or (ii) any customer or client of Franchisors (or of one of Franchisor's affiliates or franchisees) or of Franchisee to any other person business that is not a The Brothers that just do Gutters Business. Franchisee agrees that if Franchisee were to engage in the Prohibited Activities that such actions would be unfair, would constitute unfair competition and would cause harm to Franchisor, the System and other The Brothers that just do Gutters Franchisees. Franchisee further acknowledges and agrees that the foregoing covenants and obligations shall also apply to Franchisee's Owners and Spouses and that Franchisee's Owners and Spouses shall each execute and deliver to Franchisor the Franchise Owner and Spouse Agreement and Guarantee in the form attached to this Agreement as Exhibit "1".

7.D. RESTRICTIVE COVENANTS: UNFAIR COMPETITION AND POST-TERMINATION NON-COMPETITION OBLIGATIONS

Franchisee agrees that during the Post-Term Restricted Period Franchisee will not engage in any Prohibited Activities; provided, however, that the Prohibited Activity relating to having an interest in a Competitive Business will only apply with respect to a Competitive Business that is located within or provides competitive goods or services to customers/clients who are located within the Restricted Territory. If Franchisee is engage in any Prohibited Activities during the Restricted Period, Franchisee agrees that Franchisee's Restricted Period will be extended by the period of time during which Franchisee was engaging in the Prohibited Activity (any such extension of time will not be construed as a waiver of Franchisee's breach or otherwise impair any of Franchisor's rights or remedies relating to Franchisee's breach). Franchisee agrees that the foregoing covenants and obligations shall also apply Franchisee's Owners and Spouses and that Franchisee's Owners and Spouses shall each execute and deliver to Franchisor the Franchise Owner and Spouse Agreement and Guarantee in the form attached to this Agreement as Exhibit "1". Franchisee agrees that this restriction is fair and reasonable and that if Franchisee did engage

© 2019, The Internicola Law Firm, P.C.

in a Prohibited Activity that such actions would constitute acts of unfair competition and will irreparably harm Franchisor and the System.

7.E. IMMEDIATE FAMILY MEMBERS

Franchisee agrees and represents that should Franchisee circumvent the restrictive covenants and obligations due to Franchisor under this Article 7 by disclosing Confidential Information and Know-how to an immediate family member (*i.e.*, parent, sibling, child, or grandchild) that Franchisor will and the System will be irreparably harmed. Franchisee agrees that if Franchisee or one of Franchisee's Owners did disclose the Know-how to an immediate family member and the immediate family member of Franchisee or an Owner used the Confidential Information or Know-How to engage in activities that, for Franchisee, qualify as Prohibited Activities as defined above, that Franchisor and the System will be irreparably harmed. Franchisee agrees that as between Franchisee and Franchisor that Franchisee and Franchisee's Owners are in a better position to know if Franchisee permitted and/or provided an immediate family member with access to the Confidential Information and/or Know-How. Therefore, Franchisee agrees that Franchisee will be presumed to have violated the terms of this Agreement and, in particular, the restrictive covenants and obligations set forth in this Article 6 if any member of Franchisee's immediate family or the immediate family of an Owner (i) engages in any Prohibited Activities during any period of time during which Franchisee is prohibited from engaging in the Prohibited Activities or (ii) uses or discloses the Confidential Information and/or Know-how. However, Franchisee may rebut this presumption by providing evidence conclusively demonstrating that neither Franchisee nor Franchisee's Owner(s) did not disclose the Confidential Information and/or Know-How and did not permit disclosure of the Confidential Information nor Know-How to the family member of Franchisee or Franchisee's Owners. Franchisee agrees that the foregoing covenants, obligations, representations and burden of proof shall also apply Franchisee's Owners and Spouses and that Franchisee's Owners and Spouses shall each execute and deliver to Franchisor the Franchise Owner and Spouse Agreement and Guarantee in the form attached to this Agreement as Exhibit 1.

7.F. REASONABLENESS OF RESTRICTIVE COVENANTS AND OBLIGATIONS

Supplementing and in furtherance to the representations, acknowledgments and agreement of Franchisee as set forth in Article 6 of this Agreement, Franchisee agrees that: (i) the terms of this Article 7 are reasonable both in time and in scope of geographic area; and (ii) Franchisee has sufficient resources and business experience and opportunities to earn an adequate living while complying with the terms of this Article 7. **Franchisee hereby waives any right to challenge the terms of this Article 7 as being overly broad, unreasonable or otherwise unenforceable.** Although Franchisee and Franchisor both believe that the restrictive covenants and obligations of this Article 7 to be reasonable in terms of scope, duration and geographic are, Franchisor may at any time unilaterally modify the terms of this Article 7 (provided that such modification is in writing and signed by Franchisor) by limiting the scope of the Prohibited Activities, narrowing the definition of a Competitive Business, shortening the duration of the Restricted Period, reducing the geographic scope of the Restricted Territory and/or reducing the scope of any other covenant imposed upon Franchisee under this Article 7 to ensure that the terms and covenants are enforceable under applicable law.

7.G. BREACH OF RESTRICTIVE COVENANTS AND OBLIGATIONS.

Franchisee agrees that Franchisee's failure and/or Franchisee's Owner(s) failure to comply with the restrictive covenants and obligations set forth in this Article 7 will cause irreparable harm to Franchisor and/or other The Brothers that just do Gutters franchisees for which there is no adequate remedy at law. Therefore, Franchisee agrees that any violation of these Article 7 covenants and obligations by either Franchisee and/or any Owner(s) will entitle Franchisor to injunctive relief. Franchisee agrees that Franchisor may apply for such injunctive relief, without bond, but upon due notice, in addition to such further and other relief as may be available at equity or law, and the sole remedy of Franchisee, in the event of the entry of such injunction, will be the dissolution of such injunction, if warranted, upon hearing duly

© 2019, The Internicola Law Firm, P.C.

held (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby). If a court requires the filing of a bond notwithstanding the preceding sentence, the Franchisee and Franchisor agree that the amount of the bond shall not exceed $1,000. None of the remedies available to Franchisor under this Article 7.G. are exclusive of any other, but may be combined with others under this Agreement, or at law or in equity, including injunctive relief, specific performance and recovery of monetary damages.

7.H. OWNERSHIP OF INNNOVATIONS, IMPROVEMENTS AND CUSTOMER INFORMATION.

Franchisee agrees that with regard to the Franchised Business all customer lists and their contents and information represent Confidential Information and constitute an asset of Franchisor whether or not such information was supplied by Franchisor. Franchisee further acknowledges and agrees that in connection with the development, establishment, marketing, promotion and operation of the Franchised Business that Franchisee agrees to disclose to Franchisor all ideas, concepts, methods and products conceived or developed by Franchisee, its affiliates, Owners, agents, or employees during the Term of this Agreement relating primarily to the development and operation of The Brothers that just do Gutters Businesses. Franchisee hereby assigns to Franchisor and agrees to procure from its Owners, affiliates and employees assignment of any such ideas, concepts, recipes, methods, and products that Franchisee is required to disclose to Franchisor hereunder. Franchisor shall have no obligation to make any lump sum or on-going payments to Franchisee or its Owners, affiliates or employees with respect to any such idea, concept, method, technique or product. Franchisee agrees that Franchisee will not use nor will it allow any other person or entity to use any such concept, method or product without obtaining Franchisor's prior written approval.

ARTICLE 8
OPERATING STANDARDS

8.A. MAINTENANCE OF CONDITION AND APPEARANCE.

Franchisee must at all times maintain Franchisee's Administrative Office, Service Vehicle(s) and System Equipment and Supplies in a clean and safe condition such that Franchisee's Administrative Office, Service Vehicle(s) and System Equipment and Supplies shall be maintained in a clean, sanitary, functional and well maintained condition. At all times, Franchisee shall, subject to Franchisor's standards and specifications (as same may be set forth in the Operations Manual, updates thereto or otherwise communicated to Franchisee) maintain, update, repair and replace the System Equipment and Supplies and those components and/or improvements made to or associated with Franchisee's Service Vehicle(s) and/or Franchisee's Administrative Office.

8.B. UPDATING AND UPGRADING.

Upon the request of Franchisor, Franchisee must improve, modify and remodel Franchisee's Administrative Office, Service Vehicle(s) and/or System Equipment and Supplies to the Franchisor's then-current standards and specifications. Franchisee agrees to make such improvements or modifications when changes to Franchisor's standards and specifications are made applicable to the Franchised Business.

8.C. REMEDIES FOR NONCOMPLIANCE WITH APPEARANCE OF FRANCHISEE'S BUSINESS FACILITY, SERVICE VEHICLES AND/OR EQUIPMENT AND SUPPLIES.

If Franchisee fails or refuses to initiate within ten (10) days after receipt of notice, and to continue in good faith and with due diligence, a bona fide program to undertake and complete any required maintenance or refurbishing of Franchisee's Administrative Office, The Brothers that just do Gutters Service Vehicle(s) and/or System Equipment and Supplies that, in Franchisor's sole discretion, is necessary to prevent a negative impact upon the goodwill associated with the Licensed Marks and/or the System, then Franchisor has the right, but is not obligated, to enter upon the premises of Franchisee's Administrative Office and

© 2019. The Internicola Law Firm, P.C.

effect maintenance and refurbishing on Franchisee's behalf, and Franchisee must pay the entire cost to Franchisor on demand.

8.D. DAMAGE CAUSED BY CASUALTY.

If Franchisee's Administrative Office is damaged or destroyed by fire or any other casualty, Franchisee must, as soon as practicable but in no event later than two (2) months after such casualty, initiate repairs or reconstruction, and thereafter in good faith and with due diligence continue until completion of the repairs or reconstruction, in order to restore the premises of Franchisee's Administrative Office to its original condition before casualty. Notwithstanding anything to the contrary contained herein, if, in Franchisor's reasonable judgment, the damage or destruction is of a nature or to an extent that it is not feasible for Franchisee to repair or reconstruct the premises of Franchisee's Administrative Office in conformance with the then-current standard and specifications for The Brothers that just do Gutters Business Facilities without incurring substantial additional costs, Franchisor may require Franchisee, by giving written notice, to repair or reconstruct the premises of Franchisee's Administrative Office in conformance with the then-current standards and specifications for The Brothers that just do Gutters Business Facilities.

8.E. ALTERATIONS TO THE BUSINESS FACILITY, SERVICE VEHICLES AND SYSTEM EQUIPMENT AND SUPPLIES.

Franchisee shall not make any material alterations to Franchisee's Administrative Office, Franchisee's Service Vehicle(s) nor Franchisee's System Equipment and Supplies nor shall Franchisee make any unapproved replacements of or material alterations to the fixtures, equipment, furniture, designs or signs comprising or being a part of Franchisee's Administrative Office, Service Vehicles and/or Franchisee's System Equipment and Supplies. Franchisor has the right, in its sole discretion and at the sole expense of Franchisee, to rectify any material alterations to Franchisee's Administrative Office, Service Vehicle(s) and/or System Equipment and Supplies not previously approved by Franchisor or contrary to the specifications and standards of Franchisor as contained in the Operations Manual. Franchisor will provide written notice to Franchisee and grant Franchisee a reasonable period of time to rectify and correct the material alteration before Franchisor makes the correction.

8.F. UNIFORM IMAGE, STANDARD, SPECIFICATION, SERVICE DELIVERY AND PRODUCT REQUIREMENTS.

To ensure that the highest degree of uniformity, quality and service is maintained (as determined by Franchisor in Franchisor's Reasonable Business Judgment), Franchisee must use its best efforts to operate the Franchised Business in strict conformity with the methods, standards and specifications of Franchisor as set forth in the Operations Manual and as Franchisor may (in Franchisor's Reasonable Business Judgment) otherwise prescribe in writing. Supplementing and without limitation to the foregoing, Franchisee agrees to:

(1) Offer, provide, conduct and sell all of and only those services and products as Franchisor requires and to do so utilizing only those methods, procedures, systems, equipment, supplies and style of distribution and/or service delivery that Franchisor prescribes, and to offer or sell no other services or products. Franchisor, in Franchisor's Reasonable Business Judgment possesses the right to change, add or remove and modify the services and products that may be offered and/or provided by the Franchised Business.

(a) Supplies and Materials. Franchisee will exclusively utilize the equipment, supplies, materials, uniforms, and forms Franchisor specifies and approves as meeting Franchisor's standards and specifications.

(b) Use of Materials Imprinted with Names and Marks. Franchisee agrees that the proper display of the Licensed Marks is important to the public recognition of the System

© 2019, The Internicola Law Firm, P.C.

and, as a result, to the growth of the Franchised Business other The Brothers that just do Gutters Businesses. As a result, Franchisee agrees that Franchisee shall exclusively use, whenever reasonably practicable, only gutters, brackets, gutter repair and installation kits, wrappers, containers, uniforms, packaging, sales slips, receipts, notices, and other forms and materials imprinted with the Licensed Marks in accordance with Franchisor's standards and specifications.

(c) Standards of Service. Franchisee and Franchisee's employees, at all times, shall provide prompt, courteous, and efficient service to customers of the Franchised Business. In all dealings with customers, suppliers, and the public, Franchisee and Franchisee's employees shall adhere to the highest standards of honesty, integrity, fair dealing, and ethical conduct. All of Franchisee's advertising and promotion of the Franchised Business and its services shall be in strict compliance with the standards that Franchisor establishes, will be completely factual, and will conform to the highest standards of ethical advertising. Franchisee agrees to refrain from any business or advertising practice that may be injurious to the goodwill associated with other The Brothers that just do Gutters Businesses or the System, including the Licensed Marks. Franchisee agrees that Franchisee shall not deviate from the standards that Franchisor sets for the operation of the Franchised Business. the Franchised Business shall guarantee the services provided and shall respond promptly to all inquiries and complaints in order to achieve customer satisfaction and shall honor all warranties (at no additional cost to the customer and at the sole expense of Franchisee), standards of service and refund policies established by Franchisor from time-to-time in Franchisor's Reasonable Business Judgment. If in Franchisor's Reasonable Business Judgment it is necessary for Franchisor to take action to resolve a customer complaint, then Franchisor may enter onto a customer's premises to inspect or correct Franchisee's work or offer a reasonable settlement, and Franchisee shall promptly pay to Franchisor, Franchisor's cost of doing so. If a customer refuses to do business with the Franchised Business because of poor customer service and in our Reasonable Business Judgment there is another The Brothers that just do Gutters Business that can meet the needs of this customer, Franchisee agrees to allow another The Brothers that just do Gutters Business, as selected by Franchisor, to continue to service and receive payment from this customer in your Exclusive Territory. Franchisee agrees that it may be necessary or desirable to change or modify the System and the methods and procedures the Franchised Business uses to conduct the Franchised Business, and on notice from Franchisor, Franchisee will promptly implement such changes and modifications at Franchisee's cost. Further, at all times Franchisee shall identify itself as an "authorized but independently owned The Brothers that just do Gutters Franchise".

(d) Pricing. Franchisor may, from time to time, offer Franchisee advice or guidance concerning suggested prices Franchisee may wish to charge that Franchisor reasonably believes would constitute a good business practice for the Franchised Business. Franchisee will not be obligated to accept any such advice or guidance and will have the sole right to determine the prices Franchisee charges. No such advice or guidance will be deemed or construed to impose on Franchisee any obligation to charge any fixed, minimum, or maximum price for any product or service. Such advice or guidance concerning suggested prices may be contained in the order forms or packing slips that accompany products Franchisee purchases from Franchisor or in instructional material, the Confidential Operations Manual, or advertisements Franchisor prepares or arranges.

(e) Vehicles for All Business Transportation. Supplementing Franchisee's obligation to maintain and operate Service Vehicle(s) (but not as an alternative to such obligation),

© 2019, The Internicola Law Firm, P.C.

shall be clean, relatively new vehicles of a type and color and bearing the Franchisor's mandated configuration vehicle wrap or other signs that Franchisor specifies in the Confidential Operations Manual. The foregoing shall not be interpreted as an alternative to Franchisee's obligation to maintain and operate Franchisee's minimum number of Service Vehicles and the absolute mandate that all services associated with the Franchised Business must be provided from authorized Service Vehicles.

(f) Compliance with Laws and Credit Card Obligations. Franchisee agrees to comply with all laws applicable to the operation of the Franchised Business, including, without limitation, all wage and hour laws, labor department, workers compensation and unemployment laws and rules. In addition, with respect to all credit card transactions and the customer information obtained through credit card usage, Franchisee agrees to diligently comply with all statutes and rules regarding such usage and shall protect the privacy of Franchisee's credit card customers. Franchisee agrees that Franchisee's obligations to indemnify Franchisor under Article 11.B. of this Agreement includes, among other things, claims arising out of Franchisee's failure to perform Franchisee's obligations under this Article 8.F.

(g) Independent Contractor Status and Employees. Franchisee and Franchisor acknowledge and agree that Franchisee is an independent contractor and that Franchisee has the sole right and obligation to select, hire, manage (including, but not limited to, policies and procedures regarding compensation, benefits, legally mandated benefits, supervision and work place safety) and discharge Franchisee's employees. Franchisee is responsible for all decisions regarding hiring, firing, training, supervising, disciplining, scheduling and paying wages, to and withholding and paying taxes for Franchisee's employees. Neither Franchisee nor Franchisee's manager or Franchisee's employees shall be considered or represented as Franchisor's employees or agents. Without limitation to the foregoing, Franchisor is not and shall not be a joint employer with Franchisee as to the Franchised Business.

(h) Reputation Management Services. At all times Franchisee, at Franchisee's sole cost and expense, shall subscribe to and purchase Reputation Management Services as designated by Franchisor. In the event of Customer Satisfaction Noncompliance Event(s) Franchisee, at Franchisee's sole cost and expense, shall participate in courses, programs and services designated by Franchisor for the purpose of improving Franchisee's customer satisfaction reviews and approval levels.

(2) Accept Franchisor issued Customer Vouchers, gift certificates and/or electronic gift cards and comply with the policies and standards set by Franchisor for the sale and acceptance of Customer Vouchers. Franchisee will not issue Customer Vouchers, gift certificates, coupons, scrip or other cash equivalent certificates or devices for use at the Franchised Business without the prior written approval of Franchisor. If Franchisee redeems and/or sells Customer Vouchers, electronic gift cards or the equivalent, Franchisee must obtain the written approval of Franchisor and Franchisee must execute Franchisor's then current form of gift card agreement.

(3) Purchase, utilize and offer to customers Customer Vouchers, branded customer loyalty cards and to honor customer loyalty programs, discounts and promotional service and/or product offerings designated by Franchisor.

(4) Stock, maintain and replenish System Equipment and Supplies in such supply as to realize, service and promote, to its full potential, the Franchised Business; to exclusively use, at all times,

© 2019, The Intemicola Law Firm, P.C.

only those supplies, products, equipment, software systems, business management systems, customer relationship management systems (whether hard drive based, networked or cloud based) and supplies designated by Franchisor including, but not limited to, the System Equipment and Supplies, the Business Management Software Systems and the Service Vehicle(s) and those other products and supplies that conform to Franchisor's standards, specifications and, to purchase same exclusively from Franchisor's designated suppliers.

(5) Permit Franchisor or its agents, at any reasonable time, to inspect the Franchised Business and to test and evaluate the services and/or products offered by the Franchised Business to evaluate whether or not same meet Franchisor's standards and specifications.

(6) Designate and retain, at all times, a general manager (in addition to the duties of a Managing Owner as Manager – during those permitted times that Franchisee's Managing Owner does not work on-site at Franchisee's Administrative Office) and who consistently demonstrates his or her ability to satisfy the performance requirements of his or her position.

(7) At Franchisor's request, and at Franchisee's expense, to install and maintain, at all times, signs, equipment, supplies and System Equipment and Supplies in accordance with Franchisor's specifications, including, without limitation, equipment utilized in connection with the operations of the Franchised Business and the products and services authorized to be provided by and/or utilized by the Franchised Business, security system, computer equipment, software, and telecommunications equipment and connections necessary to permit Franchisor to access and retrieve by telecommunication any information stored on any point of sale system (if any), the Business Management Software System or other computer hardware and software, thereby permitting Franchisor to inspect and monitor electronically information concerning the the Franchised Business.

(8) Establish and maintain at Franchisee's expense a bookkeeping, accounting, and record keeping system conforming to the requirements and formats Franchisor prescribes from time to time. Franchisor shall be granted and given full and complete access to Franchisee's records.

8.G. APPROVED SERVICES, PRODUCTS, EQUIPMENT, SUPPLIES, DISTRIBUTORS AND SUPPLIERS.

The reputation and goodwill of Franchisor and of all The Brothers that just do Gutters Businesses is based upon and can be maintained only by the consistent offer, sale, promotion and delivery of high quality services and products and consistent communication with customers of The Brothers that just do Gutters Businesses. Franchisee recognizes and acknowledges that the services to be offered by Franchisee's Business, the products sold by the Franchised Business and the methods for marketing and promoting the Franchised Business and ensuring customer satisfaction must conform with Franchisor's standards and specifications as determined by Franchisor in Franchisor's Reasonable Business Judgment. Without limitation to the foregoing, Franchisee agrees that:

(1) Franchisee shall offer to the public (subject to Franchisee's Operating Territory) a complete and professional gutter cleaning, maintenance, installation, replacement and repair service that will include all services, and only those services, authorized by Franchisor and as may be modified by Franchisor as determined by Franchisor in Franchisor's Reasonable Business Judgment.

(2) the Franchised Business will exclusively: (a) offer and provide only those services and products approved and authorized by Franchisor; (b) Purchase (from only Franchisor or Franchisor's approved supplier) and utilize specialized equipment, supplies, Customer Vouchers, promotional materials, System Equipment and Supplies, the Business Management Software System designated

©2019. The Internicola Law Firm, P.C.

by Franchisor and subject to Franchisor's specifications; (c) Purchase and offer services and products subject to Franchisor's standards, specifications and approval; (d) Purchase interior displays, point of sale displays, The Brothers that just do Gutters Service Vehicle Wraps, uniforms, supplies, marketing materials and promotional materials as designated by Franchisor and only from Franchisor or Franchisor's approved supplier; and (e) Purchase from distributors and other suppliers approved by Franchisor all other materials, goods, and supplies used in offering, supplying and promoting services and products offered and/or sold by the Franchised Business.

(3) Franchisor has and will periodically approve suppliers and distributors of the equipment, materials, supplies and/or products that meet Franchisor's standards and requirements including, without limitation, standards and requirements relating to the equipment and supplies to be utilized in connection with the Franchised Business.

(3) Franchisor, in Franchisor's Reasonable Business Judgment may, from time to time, modify the list of approved brands and/or suppliers or distributors of approved products, equipment and supplies to be utilized by the Franchised Business and Franchisee shall, after receipt in writing of such modification, not reorder any brand and/or purchase from any supplier or distributor that is no longer approved.

(4) Franchisor reserves the right to designate, from time to time, a single supplier or distributor for any services, products, equipment, supplies, or materials and to require Franchisee to use such a designated supplier exclusively, which exclusive designated supplier or distributor may be Franchisor or its affiliates. Franchisor and its affiliates may receive payments from suppliers or distributors on account of such supplier's or distributor's dealings with Franchisee and other franchisees and may use all amounts so received without restriction and for any purpose Franchisor and its affiliates deem appropriate (unless Franchisor and its affiliates agree otherwise with the supplier or distributor).

(5) Franchisee shall notify Franchisor and submit to Franchisor such information, specifications, and samples as Franchisor requests if Franchisee proposes to purchase non-proprietary equipment, products, services or materials. Franchisor shall notify Franchisee within sixty (60) days from a notice date as to whether the Franchised Business is authorized to purchase such products from such distributor or other supplier. Franchisee shall pay Franchisor a product testing fee in the amount of Fifty ($50) Dollars per item to offset its internal administrative costs associated with approving such "new" distributor or supplier and/or supplier's product plus all reasonable costs and expenses incurred by Franchisor for testing of the item or inspection of the premises by an independent laboratory. Said fees shall be payable and due from Franchisee to Franchisor within fourteen (14) days of the date of Franchisor's invoice. Franchisor may also impose reasonable inspection and supervision fees on approved suppliers or distributors to cover Franchisor's costs incurred in making such determination. Further, Franchisor shall have the right, in its sole discretion, to re-inspect the facilities and/or products of any such supplier or distributor and to revoke its consent if such supplier or distributor fails to maintain Franchisor's standards.

8.H. MARKET RESEARCH AND TESTING.

Franchisor may conduct market research and testing to evaluate, modify, test and/or sample the services, products, equipment and supplies authorized by Franchisor and to determine consumer trends and the viability of certain services and products. Franchisee agrees to participate in Franchisor's market research programs that may be conducted by Franchisor in its discretion, by test marketing services and/or products from the Franchised Business. Franchisee agrees to provide Franchisor with timely reports and other relevant information regarding market research. Franchisee agrees to purchase a reasonable quantity of the tested products and effectively promote and make a reasonable effort to sell the products and/or services.

© 2019, The Internicola Law Firm, P.C.

8.I. COMPLIANCE WITH LAWS AND GOOD BUSINESS PRACTICES.

(1) Franchisee must secure and maintain in force all required licenses, permits and certificates relating to the operation of the Franchised Business and must operate the Franchised Business in full compliance with all applicable laws, ordinances and regulations.

(2) Franchisee must notify Franchisor in writing: (a) within three (3) days of the commencement of any action, suit, proceeding or investigation, and of the issuance of any order, writ, injunction, award of decree, by any court, agency, or other governmental entity which may adversely affect the operation or financial condition of Franchisee or the Franchised Business; and (b) immediately after receipt of any notice of violation of any law, ordinance or regulation relating to health, licensing, sanitation or the operation of the Franchised Business.

(3) All advertising and promotion by Franchisee must be completely factual and must conform to the highest standards of ethical advertising. Franchisee agrees to refrain from any business or advertising practice or personal conduct that may be injurious to the business of Franchisor and the goodwill associated with the Licensed Marks and other The Brothers that just do Gutters Businesses. Franchisor, in Franchisor's sole discretion shall possess the unilateral right to reject, among other things, any and all advertising relating to the performance of The Brothers that just do Gutters Businesses / the Franchised Business and the results and/or anticipated results of prior or future clients of the Franchised Business.

(4) Franchisee and its owners agree to comply with and/or to assist Franchisor to the fullest extent possible in Franchisor's efforts to comply with Anti-Terrorism Laws (as defined below). In connection with such compliance, Franchisee and its owners certify, represent, and warrant that none of Franchisee's or any of its owner's property or interests is subject to being "blocked" under any of the Anti-Terrorism Laws and that Franchisee and its owners are not otherwise in violation of any of the Anti-Terrorism Laws. Franchisee further certifies that Franchisee and its owners are not listed on the Annex to Executive Order 13244 (the Annex is available at http://www.treasury.gov) and will not become so listed, hire any person so listed or have dealings with a person so listed. Franchisee agrees to immediately notify Franchisor if Franchisee or any of its owners become so listed. "Anti-Terrorism Laws" means Executive Order 13224 issued by the President of the United States, the USA PATRIOT Act, and all other present and future federal, state and local laws, ordinances, regulations, policies, lists and any other requirements of any governmental authority addressing or in any way relating to terrorist acts and acts of war. If Franchisee, its owners or its employees violate any of the Anti-Terrorism Laws, become listed on the Annex to Executive Order 13244, Franchisor may terminate this Agreement immediately.

8.J. MANAGEMENT OF THE FRANCHISED BUSINESS.

(1) Franchisee agrees that critical to the success of the Franchised Business is the active, continuing and substantial personal involvement and hands-on supervision of Franchisee's Managing Owner. Franchisee's Administrative Office must, at all times, be under the active, continuing and substantial personal involvement and hands-on supervision of Franchisee's Managing Owner. The Managing Owner must at all times be actively involved in the operation of the Franchised Business unless Franchisee delegates management functions to an authorized Operating Manager who, among other things, must have satisfactorily completed Franchisor's initial training program and otherwise meet the criteria and conditions for qualification as an Operating manager. If the Operating Manager is a family member of Franchisee and/or an Owner than the Operating Manager must also sign agree to be bound by the terms of the Franchise Owner and Spouse Agreement and Guarantee.

© 2019. The Internicola Law Firm, P.C.

(2) Franchisee must at all times faithfully, honestly and diligently perform its obligations hereunder, and continuously exert its best efforts to promote and enhance the business of the Franchised Business and the goodwill of the Licensed Marks. Unless specially approved by Franchisor, franchisee may not enter into a management agreement whereby Franchisee delegates (a) any of its obligations under this Agreement or (b) any and all of the management functions with respect to the Franchised Business.

(3) If, at any time, Franchisees The Brothers that just do Gutters Business or The Brothers that just do Gutters Business Facility is not being managed by a Managing Owner or Operating Manager who satisfactorily completes the Training Program, Franchisor is authorized, but is not required, to immediately appoint a manager to maintain the operations of the Franchised Business for and on behalf of Franchisee. Franchisor's appointment of a manager of the Franchised Business does not relieve Franchisee of its obligations or constitute a waiver of Franchisor's right to terminate the Franchise pursuant to Article 17. Franchisor is not liable for any debts, losses, costs or expenses incurred in the operations of the Franchised Business or to any creditor of Franchisee for any products, materials, supplies or services purchased by the Franchised Business while it is managed by Franchisor's appointed manager. Franchisor has the right to charge a reasonable fee for management services and to cease to provide management services at any time.

(4) Franchisee will at all times maintain sufficient working capital to fulfill its obligations under this Agreement.

ARTICLE 9
INSURANCE

Franchisee must procure and maintain in full force at all times during the Term of this Agreement, at Franchisee's expense, on a primary, rather than a participatory basis with Franchisor, an insurance policy or policies protecting Franchisee and Franchisor, as named insured's, and their affiliates, successors and assigns, and the officers, directors, shareholders, partners, agents, representatives, independent contractors and employees against any demand or claim with respect to personal injury, death or property damage, or any loss, liability or expense whatsoever arising or occurring upon or in connection with the Franchised Business. The policy or policies must be written by a responsible carrier or carriers reasonably acceptable to Franchisor. The currently required insurance coverage and minimums are:

(1) Commercial General Liability Insurance, including contractual liability, property damage, personal injury, and products liability coverage in the amount of One Million Dollars ($1,000,000) each occurrence and Two Million Dollars ($2,000,000) annual aggregate.

(2) "All Risks" coverage, including Flood, Earthquake, and Boiler and Machinery, for the full cost of replacement of Franchisee's Administrative Office and all other property in which Franchisee may have an interest.

(3) Automobile liability insurance with limits of not less than One Million Dollars ($1,000,000) per accident for all owned, hired, and non-owned vehicles you, your employees, or any other person performing work on your behalf operate.

(4) Business Interruption Insurance Coverage in the amount of Two Hundred and Fifty Thousand ($250,000) Dollars or Actual Loss Sustained per occurrence insuring for and against all losses and damages resulting from an interruption in the operation of the Franchised Business.

©2019, The Internicola Law Firm, P.C.

(5) Employer's Liability insurance in the amount of Five Hundred Thousand Dollars ($500,000) bodily injury accident and Five Hundred Thousand Dollars ($500,000) bodily injury accident and Five Hundred Thousand Dollars ($500,000) bodily injury by disease.

(6) Worker's compensation insurance in amounts provided by applicable law or rule of the state and locality where Franchisee's Administrative Office is located, or, if permissible under applicable law, employer's liability insurance with similar compensation for injured workers satisfactory to Franchisor.

(7) Employment practices liability insurance in the amount of One Million Dollars ($1,000,000) covering discrimination, harassment and similar claims asserted by Franchisee's employees.

(8) An umbrella policy covering all The Brothers that just do Gutters Businesses operated by Franchisee that would cover any excess claims arising from those The Brothers that just do Gutters Business in the amount of Two Million Five Hundred Thousand ($2,500,000) Dollars.

(9) Other insurance as may be required by the state or locality in which the Franchised Business is located and operated.

Franchisor may periodically increase the amounts of coverage required under such insurance policies and require different or additional kinds of insurance at any time, including excess liability insurance, to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards or other relevant changes in circumstances; provided that Franchisor shall not increase such minimum coverage more than once every two (2) years and that such increases shall be reasonable in light of the risks insured. All public liability and property damages policies must contain a provision that Franchisor is entitled to recover under these policies on any loss occasioned to Franchisor or its agents or employees by reason of the negligence of Franchisee or its servants, agents or employees.

By the earlier of ninety (90) days after execution of this Agreement or prior to commencing training for the opening of the Franchised Business, Franchisee must deliver or cause to be delivered to Franchisor a copy of the Certificate of Insurance in compliance with these requirements. All insurance policies required must expressly provide that no less than thirty (30) days' prior written notice shall be given to Franchisor in the event of a material alteration to or cancellation of the policies.

Should Franchisee, for any reason, fail to procure or maintain the insurance required by this Agreement, as these requirements may be revised by Franchisor in writing, Franchisor has the right and authority (without, however, any obligation to do so) immediately to procure insurance and to charge same to Franchisee, which charges, together with a reasonable fee for Franchisor's expenses in so acting, shall be payable by Franchisee immediately upon notice. The foregoing remedies are in addition to any other remedies Franchisor may have at law or in equity.

ARTICLE 10
ADVERTISING

10.A BRAND DEVELOPMENT FUND

At all times and from time to time, as determined by Franchisor, in Franchisor's Reasonable Business Judgment, Franchisor may institute, implement, maintain, delegate and administer a brand development fund (the "Brand Development Fund"). The following shall apply to the Brand Development Fund at all times throughout the Term:

© 2019. The Internicola Law Firm, P.C.

(1) If Franchisor institutes the Brand Development Fund, Franchisee shall pay, on the Due Date, a mandatory and continuing fee to the Brand Development Fund in an amount equal to a percentage of Gross Sales (as determined and designated by Franchisor in Franchisor's Reasonable Business Judgment) for each monthly Accounting Period (the "Brand Development Fund Fee"), provided, however, Franchisee will not be required to contribute more than One Percent (1%) of the Gross Sales of the Franchised Business for each monthly Accounting Period;

(2) Franchisor will provide Franchisee with written notice of the percentage of Gross Sales that Franchisee is required to contribute to the Brand Development Fund. Upon such written notice to Franchisee, the percentage of Gross Sales to be paid by Franchisee to the Brand Development Fund will be applicable for each and every monthly Accounting Period thereafter during the Term until otherwise designated by Franchisor in writing. The Brand Development Fund Fee shall be paid to Franchisor on the Due Date and in accordance with the payment terms and method set forth in Article 5.B. for the payment of Royalty Fees or as otherwise designated by Franchisor;

(3) Franchisor, in Franchisor's Reasonable Business Judgment, shall direct all advertising, media placement, marketing and public relations programs and activities financed by the Brand Development Fund, with sole discretion over the strategic direction, creative concepts, materials, and endorsements used by the Brand Development Fund, and the geographic, market, and media placement and allocation thereof. Without limiting the foregoing, the Brand Development Fund may also be utilized for evaluation and monitoring of the Business Management Systems, maintenance and upgrades to the System Website, and development of Digital Media;

(4) Franchisee agrees that the purpose of the advertising, media, marketing and activities financed by the Brand Development Fund is and shall be for the general enhancement of the System brand as associated with the Licensed Marks and general public brand recognition and awareness of the Licensed Marks. The Brand Development Fund will not be utilized to directly or indirectly market or promote the Franchised Business or, unless otherwise directed by Franchisor, in Franchisor's Reasonable Business Judgment, pay for media placements that may benefit or include any media market that includes Franchisee's Administrative Office or Operating Territory;

(5) Franchisee agrees that the Brand Development Fund may be used to pay various costs and expenses of Franchisor for such reasonable salaries, wages, administrative costs and overhead as Franchisor may incur in activities reasonably related to the administration, activities and/or the brand awareness goals of the Brand Development Fund including expenses incurred by Franchisor for advertising, marketing, product and service testing, product and service development, maintenance, evaluation and monitoring of the Business Management Systems, upgrades to the System Website, development of Digital Media and creative development that is internally administered or prepared by Franchisor and other marketing activities made by Franchisor, provided, however, that salary expenses for Franchisor's personnel paid by the Brand Development Fund shall be commensurate with the amount of that time spent by such personnel on Brand Development Fund matters. Franchisor shall not use contributions to the Brand Development Fund to defray any of Franchisor's general operating expenses, except for such reasonable salaries, administrative costs and overhead as Franchisor may incur in activities reasonably related to the administration and activities of the Brand Development Fund and creation or conduct of its marketing programs including, without limitation, conducting market research, preparing advertising and marketing materials and collecting and accounting for contributions to the Brand Development Fund. Franchisor may spend in a fiscal year an amount greater or less than the aggregate contributions of all The Brothers that just do Gutters Businesses to the Brand Development Fund in that year;

© 2019, The Internicola Law Firm, P.C.

(6) Franchisee agrees to participate in all advertising, marketing, promotions, research and public relations programs instituted by the Brand Development Fund;

(7) The Brothers that just do Gutters Businesses owned by Franchisor or Franchisor's affiliates are not required to pay any Brand Development Fund Fee or contribute to or make any contribution to the Brand Development Fund;

(8) Franchisee and Franchisor acknowledge and agree that (a) the Brand Development Fund is not a trust, (b) Franchisor is not a trustee or fiduciary of the Brand Development Fund, and (c) Franchisor may deposit and maintain any and all funds of the Brand Development Fund Fee in Franchisor's general accounts. Brand Development Fund Fees are not required to be segregated from other assets or accounts of Franchisor. The Brand Development Fund is not required to expend Brand Development Fund Fees in the year that they are collected and the Brand Development Fund may borrow from Franchisor or other lenders at standard commercial interest rates to cover deficits of the Brand Development Fund, and Franchisor may cause the Brand Development Fund to invest any surplus for future use by the Brand Development Fund. All interest earned on monies contributed to the Brand Development Fund will be used to pay costs of the Brand Development Fund before other assets of the Brand Development Fund are expended. A summary statement of monies collected and costs incurred by the Brand Development Fund for Franchisor's immediately preceding fiscal year shall be made available to Franchisee upon Franchisee's written request. Franchisor will have the right to cause the Brand Development Fund to be incorporated or operated through an entity separate from Franchisor at such time as Franchisor deems appropriate, and such successor entity shall have all rights and duties of Franchisor pursuant to this Article 10.A;

(9) Although Franchisor will endeavor to utilize the Brand Development Fund to develop advertising and marketing materials and programs, Franchisor undertakes no obligation to ensure that expenditures by the Brand Development Fund in or affecting any geographic area are proportionate or equivalent to the contributions to the Brand Development Fund by The Brothers that just do Gutters Businesses operating in that geographic area or that any The Brothers that just do Gutters Businesses will benefit directly or in proportion to its contribution to the Brand Development Fund from the development of advertising and marketing materials. Franchisor may use the Brand Development Fund to promote or benefit any type of The Brothers that just do Gutters Businesses in the System. Franchisor may use the Brand Development Fund to promote or benefit The Brothers that just do Gutters Businesses located within a particular region of the United States. Franchisee agrees that Franchisee's failure to derive any such benefit will not serve as a basis for a reduction or elimination of its obligation to contribute to the Brand Development Fund. Franchisee agrees that the failure (whether with or without Franchisor's permission) of any other franchisee to make the appropriate amount of contributions to the Brand Development Fund shall not in any way release Franchisee from or reduce Franchisee's obligations under this Article 10, such obligations being separate and independent obligations of Franchisee under this Agreement. Except as expressly provided in this Article 10, Franchisor assumes no direct or indirect liability, responsibility, or obligation to Franchisee with respect to the maintenance, direction, and/or administration of the Brand Development Fund; and

(10) Franchisor, in Franchisor's Reasonable Business Judgment, may establish a council to provide guidance respecting the administration of the Brand Development Fund and marketing matters concerning the Brand Development Fund. The council shall only serve in an advisory capacity and Franchisor shall select members of the council which may be comprised of employees of Franchisor, Franchisor, franchisees of the System and third-parties.

© 2019. The Internicola Law Firm, P.C.

10.B. LOCAL MARKETING

At all times, Franchisee's marketing and promotion of the Franchised Business must be confined to and limited to Franchisee's Operating Territory in accordance with Article 10.G., below. In addition to the Mandatory Contributions to the DMA Marketing Fund required under this Article 10, Franchisee agrees to spend an amount equal to not less than the greater of three percent (3%) of monthly Gross Sales (for each and every month) or $2,000 per month on local marketing and public relations in Franchisee's market each Accounting Period.

On or before the 15th day of each month for each and every month throughout the Term of this Agreement, Franchisee shall provide to Franchisor an accurate accounting and written summary of Franchisee's local marketing expenditures, public relations and marketing activities during the immediately preceding month. Franchisee agrees to provide to Franchisor such other periodic reports and records of such local marketing as may be requested by Franchisor. If the Franchisee's expenditures for Franchisor approved local marketing activities do not aggregate the required 3% of Franchisee's Gross Sales for the applicable month, Franchisee must contribute and/or spend the deficiency on local marketing as directed by Franchisor. Franchisee expressly acknowledges, understands and agrees that all local marketing and other marketing efforts of Franchisee must be pre-approved in writing by Franchisor. Franchisor reserves all rights to reject any and all marketing efforts requested by Franchisee. Franchisee further acknowledges and agrees that:

(1) Local Marketing Reports. Franchisee shall provide Franchisor with monthly reports documenting Franchisee's advertising initiatives (which must be approved by Franchisor and consistent with Franchisor's standards and specifications) and expenditures, including Profit and Loss Statements, advertising return on investment calculations and other documentation as Franchisor may request to evaluate Franchisee's local marketing and local marketing expenditures.

(2) Digital Media Marketing. Franchisee agrees that on a monthly basis, as part of or all of Franchisee's local marketing efforts, Franchisee shall spend not less than $2,000 per month on Digital Media marketing as directed by Franchisor and comprising, in whole or in part, pay per click advertising, search engine marketing and other forms of paid Digital Media as directed by Franchisor. Franchisee agrees that Franchisor possesses the exclusive right, in Franchisor's Reasonable Business Judgment, to direct all such marketing and to appoint Franchisor, Franchisor's affiliates and/or a third-party the exclusive provider of Digital Media marketing and pay per click marketing that Franchisee must participate in and spend not less than $2,000 per month.

(3) Franchisee's Name and Photograph. Franchisee hereby grants to Franchisor the right, without compensation to Franchisee, to use Franchisee's name, address, photograph, and biographical information in any publication related to the System, including in relation to the sale of other The Brothers that just do Gutters franchises.

10.C. DMA MARKETING FUND.

In addition to the mandatory contributions to the Brand Development Fund and all other marketing requirements and/or contributions required and/or set forth in this Article 10, at all times Franchisor, in Franchisor's Reasonable Business Judgment, possesses the right to institute, maintain and administer a regional or local DMA Marketing Fund for a DMA that includes the Operating Territory of the Franchised Business. If Franchisor, in Franchisor's Reasonable Business Judgment institutes the a DMA Marketing Fund that includes Franchisee's Operating Territory, Franchisee shall pay, on the Due Date, a mandatory and continuing fee to the DMA Marketing Fund in an amount equal to a percentage of Gross Sales of the Franchised Business for each weekly Accounting Period (the "DMA Marketing Fund Fee") as determined by Franchisor in Franchisor's sole discretion, provided that Franchisee will not be required to contribute more than 2% of the Gross Sales of the Franchised Business for each weekly Accounting Period. Franchisor will provide Franchisee with written notice of the percentage of Gross Sales that Franchisee is required to

© 2019, The Intermicola Law Firm, P.C.

contribute to the DMA Marketing Fund. Upon written notice to Franchisee, the percentage of Gross Sales to be paid by Franchisee to the DMA Marketing Fund will be applicable for each and every weekly Accounting Period thereafter until further written notice by Franchisor. The Brothers that just do Gutters Businesses owned by Franchisor or its affiliates are not required to pay any DMA Marketing Fund Fees or contribute to or make any contribution to the DMA Marketing Fund. The DMA Marketing Fund Fee shall be paid to Franchisor and/or Franchisor's designee on the Due Date and in accordance with the payment terms and method set forth in Section 5.B. for the payment of Royalty Fees or as otherwise designated by Franchisor.

The DMA Marketing Fund will be Franchisor's designee for maintaining and administering advertising and promotional programs in each respective DMA for the benefit of those franchisees with operating territories located within the respective DMA. Each DMA Marketing Fund shall be organized and governed in a form and manner designated in advance by Franchisor in writing and subject to adjustment and modification by Franchisor upon 30 days written notice from Franchisor to franchisees with operating territories within the designated DMA. The DMA Marketing Fund will consist of all franchisee The Brothers that just do Gutters Businesses (the "Contributors") with operating territories located within in the DMA Marketing Fund's DMA. Each DMA Marketing Fund shall be organized for the purposes of and all contributions and any earnings thereon shall be used exclusively to meet any and all costs for, maintaining, directing and preparing advertising, public relations and/or promotional activities (including, among other things, the cost of preparing and conducting media campaigns, charitable events, community events, direct mail; marketing and surveys and other public relations activities; employing advertising agencies to assist therein; and providing promotional materials to the The Brothers that just do Gutters Businesses operated under the System) in connection with the DMA Marketing Fund's advertising program. Franchisor shall exclusively determine and establish the governance rules for each respective DMA Marketing Fund, and, among other things, may establish governance rules such that determinations and decisions as to marketing spends and utilization of the funds in the DMA Marketing Fund may be determined by a simple majority of franchisees in the DMA with twenty-five percent of the member franchisees voting and constituting a quorum. The DMA Marketing Fund shall be operated solely as a conduit for the collection and expenditure of marketing contributions for the purpose stated herein. The DMA Marketing Fund will not conduct any advertising, promotion, public relations or other marketing efforts for the The Brothers that just do Gutters Businesses within the designated DMA unless and until Franchisor has given the DMA Marketing Fund prior written approval for all concepts, materials or media proposed for any such advertising, promotion, marketing, public relations or telemarketing program or campaign. The DMA Marketing Fund will not distribute, publish, broadcast or otherwise disseminate any approved advertising, promotional or marketing materials after the date specified by Franchisor.

Franchisee shall be required to contribute to the DMA Marketing Fund by paying the DMA Marketing Fund Fee on each and every Due Date in such amounts designated by Franchisor but not to exceed 2% of Franchisee's Gross Sales. Franchisee shall submit to the DMA Marketing Fund or Franchisor, such other statements or reports as may be required by the Franchisor or by the DMA Marketing Fund, with Franchisor's prior written approval. Payments to the DMA Marketing Fund by the Franchisee pursuant to this Article will be in addition to Franchisee's obligation to pay and contribute to the Brand Development Fund and all other advertising and other obligations of the Franchisee as set forth in this Agreement.

10.D. REQUIRED APPROVAL OF FRANCHISOR OF ALL MARKETING

All marketing and promotion of the Franchised Business and all marketing media utilized by Franchisee in the marketing and/or promotion of the Franchised Business must be professional and must conform to Franchisor's standards and specifications as set forth in the Operations Manual or as otherwise directed by Franchisor in writing. Before Franchisee uses any local marketing and promotional materials and/or media not prepared by or previously approved by Franchisor in writing, Franchisee shall submit samples of such

© 2019. The Internicola Law Firm, P.C.

materials to Franchisor for approval, which shall be at the discretion of Franchisor, in Franchisor's Reasonable Business Judgment. Provided that Franchisee has satisfied the notification requirements set forth in this Agreement, if Franchisor does not notify Franchisee that Franchisor disapproves the materials within fifteen (15) days from the date Franchisor receives the materials, then Franchisee may commence using the materials. However, Franchisor may still disapprove such materials by notice to Franchisee, and Franchisee must then cease using such materials upon receipt of such notice. Franchisee must not use any advertising or promotional materials that Franchisor has disapproved.

10.E. WAIVERS OR DEFERRALS.

On written request from Franchisee with reasons supporting such request, Franchisor may, at its sole discretion and on conditions Franchisor deems appropriate, temporarily waive or defer the obligations of Franchisee under the Brand Development Fund and/or the DMA Marketing Fund. In no event shall such waiver or deferral extend beyond six (6) months. However, at the end of any waiver or deferral period, Franchisee may resubmit a request for waiver or deferral of its obligations under the Brand Development Fund and/or the DMA Marketing Fund. Under no circumstance shall Franchisor be under any obligation to grant any waiver of deferral. Franchisor may reject Franchisees request for a waiver or deferral based on any reason or no reason at all.

10.F. DIGITAL MEDIA AND WEBSITE PROHIBITIONS.

Franchisee agrees that Franchisee's use of Digital Media shall be subject to and require Franchisor's express written consent which shall and may be withheld by Franchisor for any or no reason at all. Without limitation to the foregoing, Franchisee possess no right or authority to utilize Digital Media and Franchisee agrees that Franchisor reserves all rights respecting the marketing, sale and distribution of System Services and Products through Digital Media. Franchisee agrees that all Digital Media and Digital Media accounts associated with and/or relating to the Franchised Business and/or the System shall, upon demand of Franchisor, be transferred to Franchisor.

10.G. NO MARKETING OUTSIDE FRANCHISEE OPERATING TERRITORY.

Franchisee agrees that Franchisee's marketing and Marketing Media must be directed toward Franchisee's Operating Territory and that under no circumstance shall Franchisee cause, authorize or engage in any Media Distribution to customers, potential customers and/or customer referral sources outside of Franchisee's Operating Territory, unless: (a) such Media Distribution is a joint distribution with other The Brothers that just Do Gutters Businesses and is authorized by Franchisor in writing; and (b) Franchisor, in Franchisor's Reasonable Business Judgment, otherwise agrees to same in writing.

ARTICLE 11
RELATIONSHIP OF THE PARTIES AND INDEMNIFICATION

11.A. INDEPENDENT CONTRACTORS.

The parties understand and agree that this Agreement does not create a fiduciary relationship between them, that Franchisor and Franchisee are independent contractors and that nothing in this Agreement is intended to make either party a general or special agent, legal representative, subsidiary, joint venturer, partner, employee or servant of the other for any purpose.

Franchisee must conspicuously identify itself at the premises of the Franchised Business and in all dealings with customers, lessors, contractors, suppliers, public officials and others as the owner of the The Brothers that just do Gutters Business under a franchise from Franchisor, and must place other notices of independent ownership on signs, forms, stationery, advertising and other materials as Franchisor requires.

Franchisee must not employ any Licensed Mark in signing any contract, lease, mortgage, check, purchase agreement, negotiable instrument or other legal obligation or employ any Licensed Mark in a manner that

© 2019. The Internicola Law Firm, P.C.

is likely to result in liability of Franchisor for any indebtedness or obligation of Franchisee.

Neither Franchisor nor Franchisee may make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other or represent that their relationship is other than franchisor and franchisee, and neither Franchisor nor Franchisee shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized, nor is Franchisor obligated for any damages to any person or property directly or indirectly arising out of the operation of the Franchised Business, whether or not caused by Franchisee's negligent or willful action or failure to act.

Franchisor shall have no liability for any sales, use, excise, gross receipts, property or other taxes, whether levied upon Franchisee, the Franchised Business or its assets, or upon Franchisor in connection with sales made, services performed or business conducted by Franchisee.

11.B. INDEMNIFICATION BY FRANCHISEE.

Franchisee and each of the Owners must, at all times, indemnify, defend upon Franchisor's request through counsel acceptable to Franchisor, and hold harmless, to the fullest extent permitted by law, Franchisor and its affiliates and their officers, directors, shareholders, partners, agents, representatives, independent contractors and employees, assigns and successors from all losses and expenses and for any liability, taxes or damages (actual or consequential) and all reasonable costs and expenses of defending any claim brought against any of them or any action in which any of them is named as a party (including reasonable accountants', attorneys' and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses) which any of them may suffer, sustain or incur by reason of, arising from or in connection with Franchisee's ownership or operation of the Franchised Business, unless the loss, liability or damage is solely and exclusively due to Franchisor's gross negligence. Franchisee and each of the Owners agree to give Franchisor prompt notice of any action, suit, proceeding, claim, demand, inquiry or investigation. At the expense and risk of Franchisee and each of the Owners, Franchisor may elect to assume (but under no circumstances is obligated to undertake) the defense and/or settlement of any action, suit, proceeding, claim, demand, inquiry or investigation. Such an election by Franchisor to defend the action shall not diminish the obligation of Franchisee and each of the Owners to indemnify Franchisor. Franchisee and the Owners expressly agree that the terms of this Article 11.B. shall survive the termination or expiration of this Agreement or a Transfer pursuant to Article 15 of this Agreement.

Under no circumstances is the Franchisor or any other party indemnified hereunder required or obligated to seek recovery from third parties or otherwise mitigate its losses in order to maintain a claim against Franchisee or any of the Owners. Franchisee and each of the Owners agree that Franchisor's failure to pursue recovery or mitigate loss in no way reduces the amounts recoverable from Franchisee or any of the Owners.

11.C. INDEMNIFICATION BY FRANCHISOR.

Franchisor agrees to indemnify and hold Franchisee harmless against, and to reimburse it for, any loss, liability or damage (actual or consequential) and all reasonable costs and expenses of defending any claim brought against Franchisee or any action in which Franchisee is named as a party (including reasonable accountants', attorneys' and expert witness fees, the cost of investigation and proof of facts, court costs, other litigation expenses, and travel and living expenses) which Franchisee may suffer, sustain or incur solely and exclusively by reason of, arising from or in connection with the gross negligence of Franchisor (or any of its affiliates) in the operation of the Franchised Business and which was the direct cause of such loss, liability or damage, provided that Franchisee has timely notified Franchisor of such claim or proceeding and has otherwise complied with this Agreement. Franchisor shall have the right, at its sole discretion, to defend and/or settle any such claim or action. Franchisor expressly agrees that the terms of this Article 11.C. shall survive the termination, expiration or transfer of this Agreement.

© 2019, The Internicola Law Firm, P.C.

ARTICLE 12
LICENSED MARKS AND SYSTEM

12.A. OWNERSHIP AND GOODWILL.

Franchisee agrees that Franchisor, subject to any limitations contained herein, is the owner of all right, title and interest in and to the Licensed Marks, the System, Digital Media, Published Content (provided that same complies with Franchisor's standards and specifications) and the goodwill associated with and symbolized by the Licensed Marks and/or the System. Except as specifically provided in this Agreement, Franchisee further acknowledges and agrees that it has no interest whatsoever in or to the Licensed Marks or the System and that Franchisee's right to use the Licensed Marks and the System is derived solely from this Agreement. Any unauthorized use of the Licensed Marks and/or the System by Franchisee or any of its affiliates shall constitute an infringement of the rights of Franchisor in and to the Licensed Marks and/or the System. Franchisee agrees that all usage of the Licensed Marks and/or the System by Franchisee and any goodwill exclusively benefits Franchisor and does not confer any goodwill or other interests in the Licensed Marks and/or the System other than the right to use the Licensed Marks and the System in the operation of the Franchised Business in compliance with this Agreement. Franchisee shall not, at any time during the Term of this Agreement or after its termination or expiration, contest the validity or ownership of any of the Licensed Marks and the System, nor will Franchisee assist any other person in contesting the validity or ownership of any of the Licensed Marks or System. Neither Franchisee nor any Owner may take any action that prejudices or interferes with the validity of Franchisor's rights with respect to the Licensed Marks and/or the System.

12.B. USE OF THE LICENSED MARKS

Franchisee agrees that the Licensed Marks shall be the sole identification of the Franchised Business. Franchisee must operate, advertise and market the Franchised Business only under the name The Brothers that just do Gutters without prefix or suffix. Franchisee must not use the Licensed Marks as part of its corporate or other legal name and must not use the Licensed Marks with modifying words, terms, designs or symbols, or in any modified form. Franchisee must comply with Franchisor's instructions in filing and maintaining their requisite trade name or fictitious name registrations as may be required by applicable law.

12.C. NOTIFICATION OF INFRINGEMENT AND CLAIMS.

Franchisee must notify Franchisor immediately in writing of any apparent infringement of or challenge to Franchisee's use of any Licensed Mark, the System, or claim by any person of any rights in any Licensed Mark, System feature or component or any similar trade name, trademark or service mark of which Franchisee becomes aware. Franchisee must not communicate with any person other than Franchisor and its counsel in connection with any infringement, challenge or claim. Franchisor and/or its licensor has sole discretion to take any action it deems appropriate and the right to exclusively control any litigation or administrative proceeding arising out of any infringement, challenge or claim or otherwise relating to any Licensed Mark. Franchisee agrees to execute all documents, render assistance and take all actions as may be necessary or advisable to protect and maintain the interests of Franchisor and/or its licensor in any litigation or other administrative proceeding or to otherwise protect and maintain the interests of Franchisor and/or its licensor in the Licensed Marks. Franchisor will reimburse Franchisee for reasonable direct expenses incurred by Franchisee in assisting Franchisor in any such litigation or administrative proceeding.

12.D. DISCONTINUANCE OF USE OF LICENSED MARKS.

At any time, in Franchisor's sole discretion, Franchisor deems it advisable for Franchisor and/or Franchisee to modify or discontinue use of any Licensed Mark, and/or use one or more additional or substitute trademarks or service marks, Franchisee agrees to comply within a reasonable time after notice by Franchisor. The sole liability and obligation of Franchisor in any event is to reimburse Franchisee for the

©2019 The Internicola Law Firm, P.C.

direct out-of-pocket costs of complying with this obligation, which the Franchisee shall document to the satisfaction of Franchisor, including, by way of example, alterations in signage and replacement of marketing materials. At all times Franchisor maintains the exclusive right to supplement, modify and/or alter features and/or components to the System.

12.E. INDEMNIFICATION OF FRANCHISEE.

Franchisor agrees to indemnify Franchisee against, and to reimburse Franchisee for, all damages for which it is held liable in any proceeding brought by a third party in which Franchisee's use of any Licensed Mark is held to constitute trademark infringement, unfair competition, or dilution, and for all costs Franchisee reasonably incurs in the defense of any claim brought against it or in any proceeding in which it is named as a party, provided that Franchisee promptly notifies Franchisor of all claims or proceedings (including, but not limited to, trademark/trade dress infringement notification, cease and desist notifications and similar notifications from third-parties respecting the Licensed Marks), provided that Franchisee has utilized the Licensed Marks in accordance with the terms and conditions of this Agreement and provided that Franchisee has tendered the defense of the claim to Franchisor. If Franchisor defends the claim, Franchisor has no obligation to indemnify or reimburse Franchisee with respect to any fees or disbursements of any attorney retained by Franchisee. Franchisee understands that in connection with notifying Franchisor as to claims respecting the Licensed Mark that "time is of the essence".

ARTICLE 13
RECORDS AND REPORTS

Franchisee must maintain during the term of this Agreement, and must preserve for at least three (3) years from the dates of their preparation, full, complete and accurate books, records and accounts from the Franchised Business. Said records shall be maintained and preserved in the form and manner if same is prescribed by Franchisor in the Operations Manual or otherwise in writing.

Franchisee shall comply with the following reporting obligations:

(1) Franchisee shall submit to Franchisor, in the form Franchisor reasonably prescribes, an unaudited monthly profit and loss statement and balance sheet for the Franchised Business within sixty (60) days after the end of each month during the term of this Agreement. If Franchisee fails to submit the profit and loss statement and balance sheet within the time period specified in this Article 13, Franchisor will assess a late fee in the amount of One Hundred Dollars ($100) against Franchisee. Payment of said late fee shall not constitute a cure of Franchisees reporting obligations under this Article 13 and shall not relieve Franchisee of its reporting obligations.

(2) Franchisee shall provide to Franchisor annual financial statements for Franchisee reviewed by an independent certified public accountant in accordance with GAAP within ninety (90) days after the end of Franchisee's fiscal year. Franchisor reserves the right to require such financial statements to be audited by an independent certified public accountant satisfactory to Franchisor at Franchisee's cost and expense. The annual financial statements of Franchisee must reconcile Gross Sales per GAAP, to Gross Sales per this Agreement.

(3) Franchisee shall provide to Franchisor, Franchisee's annual Federal and State tax returns as same are prepared and submitted to the applicable Federal and State entities. Said tax returns shall be submitted to Franchisor within 45 days of filing such returns with the applicable Federal and State entities

(4) Franchisee must timely submit to Franchisor, any other forms, reports, records, information and data as Franchisor may reasonably request.

©2019, The Internicola Law Firm, P.C.

ARTICLE 14
INSPECTION AND AUDITS

14.A. THE FRANCHISOR'S RIGHT TO INSPECT THE ADMINISTRATIVE OFFICE.
Franchisor has the right at any time during business hours, and without prior notice to Franchisee, to inspect the Franchised Business and Franchisee's Administrative Office. Franchisee must fully cooperate with representatives of Franchisor making any inspection and must permit representatives of Franchisor to take photographs, movies or videotapes of Franchisee's Administrative Office and to interview employees and customers of the Franchised Business, as long as Franchisee's ability to operate The Brothers that just do Gutters Business Facility is not materially impeded. Franchisee has the right to request and receive copies, within ten (10) days after the inspection, of all reports, transcripts, videotapes, tape recordings, photographs, and films made in the course of the inspection.

14.B. THE FRANCHISOR'S RIGHT TO EXAMINE BOOKS AND RECORDS.
Franchisor has the right at any time during business hours, and without prior notice to Franchisee, to examine or audit, or cause to be examined or audited, the business records, cash control devices, bookkeeping and accounting records, bank statements, sales and income tax records and returns and other books and records of the Franchised Business and the books and records of any legal entity which is the Franchisee. Franchisee may maintain all books, records and supporting documents at all times at the Franchisee's Administrative Office. Franchisee must fully cooperate with representatives of Franchisor and independent accountants hired by Franchisor to conduct any examination or audit.

ARTICLE 15
TRANSFER OF INTEREST

15.A. BY THE FRANCHISOR.
At all times, Franchisor possesses and maintains the absolute right to transfer and/or assign this Agreement and all or any part of Franchisor's rights or obligations under this Agreement to any person or legal entity without the consent or approval of Franchisee.

15.B. FRANCHISEE MAY NOT TRANSFER FRANCHISOR APPROVAL.
Franchisee understands, acknowledges and agrees (and hereby represents and warrants that its Owners understand and agree) that the rights and duties set forth in this Agreement are personal to Franchisee and Franchisee's individual Owners. Therefore, Franchisee agrees that:

(1) No ownership interest of any Owner in Franchisee may be transferred without the prior written consent of Franchisor; and

(2) No obligations, rights or interest of Franchisee in (a) this Agreement, (b) the lease or ownership interest for the premises of Franchisee's The Brothers that just do Gutters Facility, (c) the franchise, (d) the Franchised Business or (e) all or substantially all of the assets of the Franchised Business may be Transferred without the prior written consent of Franchisor. This restriction shall not prohibit Franchisee from granting a mortgage, charge, lien or security interest in the assets of the Franchised Business or this Agreement for the exclusive purpose of securing financing for the initial development (occurring prior to the Actual Commencement Date) of the Franchised Business. Any purported Transfer in violation of this Article 15.B. shall constitute a breach of this Agreement and shall convey to the transferee no rights or interests in the foregoing.

In addition to the foregoing, any transfer by Franchisee respecting and/or relating to this Agreement and/or the Franchised Business and/or the customers, customer lists, assets and/or equipment associated with the

©2019. The Internicola Law Firm, P.C.

Franchised Business will require the prior written consent of Franchisor where such Transfer occurs by virtue of (a) divorce; (b) insolvency; (c) dissolution of a corporation, partnership or corporation; (d) will; (e) intestate succession; or (f) declaration of or transfer in trust.

15.C. CONDITIONS FOR APPROVAL OF TRANSFER.

Provided Franchisee and its Owners are in substantial compliance with this Agreement and provided that Franchisor does not elect to exercise Franchisor's right of first refusal as set forth in Article 15.F., Franchisor shall not unreasonably withhold its approval of a Transfer. The proposed assignee (including the assignees Owner and Spouses if the proposed assignee is a Corporation Entity) must be of good moral character, have sufficient business experience, aptitude and financial resources to own and operate a The Brothers that just do Gutters Business and otherwise meet Franchisor's then-applicable standards for franchisees. Furthermore, the proposed assignee may not own or operate, or intend to own or operate a Competitive Business. Franchisee further acknowledges that Franchisor may condition approval of a Transfer upon Franchisee's satisfaction (either before, or concurrently on the effective date of the assignment):

(1) Franchisee must provide written notice to Franchisor of the proposed transfer of this Agreement at least thirty (30) days prior to the transaction.

(2) All of the accrued monetary obligations of Franchisee or any of its affiliates and all other outstanding obligations to Franchisor or any of its affiliates arising under this Agreement must be satisfied in a timely manner and Franchisee must satisfy all trade accounts and other debts, of whatever nature or kind, in a timely manner.

(3) Franchisee and its Owners must not be in material default of any provision or provisions of this Agreement.

(4) The transferee shall then be bound by all provisions of this Agreement and the Owner(s) and Spouse(s) of the transferee shall personally execute the Franchise Owner and Spouse Agreement and Guarantee in the form attached to this Agreement as Exhibit "1", the Joinder Agreement in the form attached to this Agreement as Exhibit "2" and shall agree to be bound by each and every term and provision of this Agreement.

(5) All obligations of the transferring Owner incurred in connection with this Agreement shall be assumed by the transferee and its individual owners and individual Owners, in a manner satisfactory to Franchisor.

(6) The transferor and its owners and Owners must execute a general release in a form satisfactory to Franchisor, releasing Franchisor, Franchisor's affiliates and past and present officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees, of any and all claims against Franchisor for matters arising on or before the effective date of the Transfer. (7) If the proposed Transfer is of this Agreement, substantially all of the assets of the Franchised Business, or a controlling interest in Franchisee, or is one of a series of Transfers which in the aggregate Transfers substantially all of the assets of the Franchised Business or a controlling interest in Franchisee, the transferee must execute, (and/or, upon Franchisee's request, shall cause all interested parties to execute) for a term ending on the expiration date of this Agreement, the then-current standard form of franchise agreement being offered to new franchisees of The Brothers that just do Gutters Businesses and other ancillary agreements as Franchisor requires; those agreements will supersede this Agreement and its ancillary documents in all respects and the terms of Franchisor's then-current agreements may differ from the terms in this Agreement, provided that such agreements shall provide for the same royalty fee and Advertising Contributions and

© 2019. The Internicola Law Firm, P.C.

expenditures established in this Agreement.

(7) Unless Franchisee has met the requirements of Article 8.B. within the five (5) year period immediately preceding the transfer, the transferee, at its expense, must renovate, modernize and otherwise upgrade Franchisee's Administrative Office, Service Vehicles and System Equipment and Supplies to conform to the then-current standards and specifications of Franchisor, and must complete the upgrading and other requirements within the time period Franchisor reasonably specifies.

(8) The transferor shall remain liable for all the obligations to Franchisor in connection to the Franchised Business incurred before the effective date of the Transfer and must execute any and all instruments Franchisor reasonably requests to evidence that liability.

(9) At the transferee's expense, the transferee, the transferee's Owner, Managers and/or any other applicable personnel of the Franchised Business must complete any training programs then in effect for franchisees of The Brothers that just do Gutters Businesses upon terms and conditions Franchisor reasonably requires.

(10) Franchisee must pay a transfer fee of $6,000 to Franchisor.

(11) Franchisor approved the material terms and conditions of the assignment and determines in Franchisor's Reasonable Business Judgment that the price and terms of payment are not so burdensome as to be detrimental to the future operations of the Franchised Business by the transferee.

(12) Franchisee, Franchisee's Owners and respective Spouses must execute and deliver to Franchisor the Franchise Owner and Spouse Agreement and Guarantee attached hereto as Exhibit "1" and Franchisee's employees, directors, contractors and independent agents who will have access to Confidential Information shall execute the Confidentiality Agreement attached hereto as Exhibit "4".

(13) Franchisee has entered into an agreement with Franchisor agreeing to subordinate to the transferee's obligations to Franchisor, including any royalty fees and Advertising Contributions, any obligations of assignee to make installment payments of the purchase price to Franchisee.

(14) The transferee and transferor acknowledge and agree that Franchisor's approval of the transfer indicates only that the transferee meets or that Franchisor has waived the criteria established by Franchisor for franchisees as of the time of such transfer and that Franchisor's approval thereof does not constitute a warranty or guaranty by Franchisor, express or implied, of the suitability of the terms of sale or of the successful operation or profitability of the Franchised Business.

(15) The Transfer must be made in compliance with all applicable laws.

(16) The Transfer of Franchisee's Administrative Office or the lease thereto, the assets of the Franchised Business, Franchisee's System Equipment and Supplies be made only in conjunction with a transfer of this Agreement.

Franchisor's consent to a Transfer of any interest that is subject to the restrictions of this Agreement shall not constitute a waiver of any claims it may have against the transferor, nor is it deemed a waiver of Franchisor's right to demand exact compliance with any of the terms or conditions of the Franchise by the transferee.

©2019. The Internicola Law Firm, P.C.

15.D. DEATH OR DISABILITY OF OWNER.

(1) Upon the death or permanent disability of Franchisee (or the Managing Owner), the executor, administrator, conservator or other personal representative of that person, or the remaining shareholders, members or partners, must appoint an Owner within a reasonable time, not to exceed thirty (30) days from the date of death or permanent disability. The appointed Owner must serve and qualify as Managing Owner and must attend and successfully complete Franchisor's training program within one hundred twenty (120) days of the appointment. If the Franchised Business is not being managed by a Franchisor approved Owner within thirty (30) days after death or permanent disability, Franchisor is authorized, but is not required, to immediately appoint a manager to maintain the operations of the Franchised Business for and on behalf of Franchisee until an approved assignee is able to assume the management and operation of the Franchised Business. Franchisor's appointment of a manager for the Franchised Business does not relieve Franchisee of its obligations, and Franchisor is not liable for any debts, losses, costs or expenses incurred in the operations of the Franchised Business or to any creditor of Franchisee for any products, materials, supplies or services purchased by the Franchised Business during any period in which it is managed by Franchisor's appointed manager. Franchisor has the right to charge a reasonable fee for management services and to cease to provide management services at any time.

(2) Upon the death of Franchisee (or any Owner), the executor, administrator, conservator or other personal representative of that person must transfer his interest to a person Franchisor approves within a reasonable time, not to exceed twelve (12) months from the date of death.

(3) If the Franchisee is an individual, then in the event of the death or permanent disability of the Franchisee, this Agreement may be transferred or bequeathed by the Franchisee to any designated person or beneficiary without the payment of any transfer fee; but the transfer of this Agreement to the transferee or beneficiary of the Franchisee will be subject to the applicable provisions of this Article 15, and will not be valid or effective until Franchisor has received the properly executed legal documents, which its attorneys deem necessary to properly and legally document the transfer or bequest of this Agreement.

15.E. TRANSFER TO A LEGAL ENTITY.

(1) Upon thirty (30) days' prior written notice to Franchisor, the franchise and the assets and liabilities of the Franchised Business may be assigned, by an agreement in form and substance Franchisor approves, to a corporation, partnership or corporation that conducts no business other than the Franchised Business (or other The Brothers that just do Gutters Businesses under franchise agreements granted by Franchisor) which is actively managed by Franchisee and in which Franchisee owns and controls not less than fifty-one percent (51%) of the equity interests and voting power. Such an assignment does not relieve Franchisee of its obligations, and Franchisee remains jointly and severally liable for all obligations. The organizational documents of any such legal entity must recite that the issuance and assignment of any interest is restricted by the terms of this Agreement and all issued and outstanding certificates representing ownership interests must bear a legend referring to the transfer restrictions of this Agreement. There is no fee due to Franchisor in connection with such a transfer.

(2) Any person who is or becomes an Owner and the Owner's Spouse must execute the Franchise Owner and Spouse Agreement and Guarantee in the form attached to this Agreement as Exhibit 1. The Owner must also execute the Joinder Agreement in the form attached to this Agreement as Exhibit 2. Franchisee must furnish to Franchisor at any time upon request a certified copy of the organizational documents of Franchisee and a list, in a form Franchisor requires, of all owners of record and all persons having beneficial ownership of equity interests, reflecting their respective

©2019 The Internicola Law Firm, P.C.

interests in Franchisee.

15.F. FRANCHISOR'S RIGHT OF FIRST REFUSAL.

If Franchisee or an Owner desires to engage in a Transfer, Franchisee or the Owner, as applicable, must obtain a bona fide, signed written offer from the fully disclosed purchaser and submit an exact copy of the offer to Franchisor. Franchisor shall have 30 days after receipt of the offer to decide whether Franchisor will purchase the interest in the Franchised Business or the ownership interest in Franchisee for the same price and upon the same terms contained in the offer (however, Franchisor may substitute cash for any form of payment proposed in the offer). If Franchisor notifies Franchisee that Franchisor intends to purchase the interest within the 30-day period, Franchisee or the Owner, as applicable, must sell the interest to Franchisor. Franchisor will have at least an additional 60 days to prepare for closing. Franchisor will be entitled to receive from Franchisee or the Owner, as applicable, all customary representations and warranties given by Franchisee as the seller of the assets or the Owner as the seller of the ownership interest or, at our election, the representations and warranties contained in the offer. If Franchisor does not exercise its right of first refusal, Franchisee or the Owner, as applicable, may complete the Transfer to the purchaser pursuant to and in accordance with the terms of the offer, provided that separate and apart from this Article 15.F. right of first refusal, Franchisee complies with the terms of this Article 15.B. However, if the sale to the purchaser is not completed within 120 days after delivery of the offer to Franchisor, or there is a material change in the terms of the sale, Franchisor will again have the right of first refusal specified in this Article 15.F. Our right of first refusal in this Article 15.F. shall not apply to any Permitted Transfer.

ARTICLE 16
RENEWAL OF FRANCHISE

16.A. FRANCHISEE'S RIGHT TO RENEW.

Subject to Franchisee's satisfaction of the terms and conditions set forth in this Article 16, Franchisee possesses the option to renew the franchise for the Franchised Business for up to two additional ten (10) year renewal terms (each, a "Renewal Term") comprised of the First Renewal Term and the Second Renewal Term, provided that as to each respective renewal term, Franchisee: (1) Franchisee has during the term of this Agreement (and any applicable renewal term franchise agreement) substantially complied with all its provisions; and

(2) Franchisee maintains possession of Franchisee's Administrative Office and/or a substitute thereof that is approved by Franchisor and located within the Operating Territory;

(3) Franchisee agrees to update the condition, appearance and functionality of Franchisee's Service Vehicle(s) and System Equipment and Supplies and to otherwise modify the Franchised Business, in compliance with specifications and standards then applicable for new The Brothers that just do Gutters Businesses;

(4) Pays the Renewal Fee for each respective renewal term; and

(5) Complies with the terms and conditions of Articles 16.B, 16.C and 16.D, below. Additionally, as to the Second Renewal Term Franchisee must be in compliance with the terms and provisions of the The Brothers that just do Gutters franchise agreement applicable to the First Renewal Term.

16.B. NOTICE OF RENEWAL AND NONRENEWAL.

Franchisee must give Franchisor written notice of Franchisee's election to renew not less than one hundred eighty (180) days before the end of the initial term of this Agreement and Franchisee must meet with all of the conditions of this Agreement before and at the time of renewal.

©2019, The Internicola Law Firm, P.C.

16.C. RENEWAL FRANCHISE AGREEMENT.

To renew the franchise, Franchisor, Franchisee and the Owners must execute the form of and be bound by the franchise agreement and ancillary agreements Franchisor then customarily uses in the grant of franchises for The Brothers that just do Gutters Businesses at the time of renewal (with appropriate modifications to reflect the fact that the agreement relates to the grant of a renewal franchise). The terms of the renewal franchise agreement may differ from the terms of this Agreement, including, without limitation, requiring a higher advertising contribution and higher royalty fees established in the renewal franchise agreement. Without limitation to the foregoing, under no circumstance shall the royalty fees for the first year (and each successive year) of the renewal term be less than the royalty fee(s) payable and due during the last year of the original Term as such royalties are set forth in this Agreement. Failure by Franchisee and the Owners to sign the then-current franchise agreement and ancillary agreements within thirty (30) days after delivery to Franchisee shall be deemed an election by Franchisee not to renew the franchise.

16.D. CONDITIONS FOR RENEWAL.

In addition to the conditions and requirements stated above in this Article, all of the following conditions must be met by Franchisee before or at the time of renewal:

(1) Franchisee and its Owners must not be in material default of any provision of this Agreement, any amendment or successor agreement; and Franchisee must have substantially and timely complied with all the terms and conditions of all agreements with Franchisor and Franchisor's affiliates.

(2) Franchisee must have timely met all monetary obligations owed by Franchisee to Franchisor and its affiliates under this Agreement and any other agreement between Franchisee and any of its affiliates and Franchisor or any of its affiliates throughout the terms of those agreements.

(3) Franchisee must present satisfactory, evidence that Franchisee has the right to remain in possession of Franchisee's Administrative Office or obtain Franchisor's approval for a new The Brothers that just do Gutters Business Facility (within the Operating Territory) for the operation of the Franchised Business for the duration of the renewal term of this Agreement.

(4) Based upon an assessment of Franchisee's needs conducted by Franchisor prior to renewal, Franchisee must undertake such additional training, if any, as necessary to comply with Franchisor's then-current training requirements.

(5) Franchisee and the Owners must execute the general release, attached hereto as Exhibit "6" releasing Franchisor, its affiliates and their respective officers, directors, shareholders, partners, agents, representatives, independent contractors, servants, employees, successors and assigns from any and all claims, including, without limitation, claims arising under this Agreement under federal, state or local laws, rules, regulations, or orders. If precluded by law from giving a general release, Franchisee shall execute an estoppel statement.

ARTICLE 17
TERMINATION

17.A. BY FRANCHISOR.

(1) **Automatic Termination.** Franchisee shall be in default under this Agreement, and all rights granted herein shall automatically terminate without notice to Franchisee:

© 2019, The Internicola Law Firm, P.C.

(a) If Franchisee becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition in bankruptcy, or an involuntary petition in bankruptcy is filed against Franchisee;

(b) If a bill in equity or other proceeding for the appointment of a receiver of Franchisee or other custodian for Franchisee's business or assets is filed and consented to by Franchisee;

(c) If a receiver or other custodian (permanent or temporary) of Franchisee's assets or property, or any part thereof, is appointed by any court of competent jurisdiction;

(d) If Franchisee initiates proceedings for a composition with creditors under any state or federal law, or such a proceeding is initiated against Franchisee;

(e) If a final judgment against Franchisee remains unsatisfied or of record for thirty (30) days or longer (unless a supersedeas bond is filed);

(f) If Franchisee is dissolved;

(g) If execution is levied against Franchisee's business or property;

(h) If suit to foreclose any lien or mortgage against the premises or equipment of the Franchised Business operated hereunder is instituted against Franchisee and not dismissed within sixty (60) days after the summons is served on Franchisee;

(i) If the real or personal property of the Franchised Business shall be sold after levy thereupon by any sheriff, marshal or law enforcement officer;

(j) Upon expiration of the written notice period for a termination by Franchisor pursuant to Article 17.A.(2). of this Agreement; or

(k) Immediately, upon termination by Franchisor pursuant to Article 17.A.(3). of this Agreement.

(2) **Termination Upon Written Notice.** Franchisee shall be in default under this Agreement and all rights granted by this Agreement may be terminated by Franchisor, in Franchisor's sole discretion, effective upon written notice to Franchisee of one or more of the following material breaches of this Agreement:

(a) Final conviction of Franchisee or any Owner of a felony, or if Franchisee engages in conduct which, in Franchisor's Reasonable Business Judgment, may adversely affect the goodwill of the Licensed Marks;

(b) If Franchisee or an Owner discloses the contents of the Operations Manual or other Confidential Information in breach of this Agreement;

(c) If there is an immediate threat or danger to public health or safety resulting from the operation of the Franchised Business;

(d) If Franchisee or an Owner has made a material misrepresentation in connection with its application for any The Brothers that just do Gutters Business;

© 2019, The Internicola Law Firm, P.C.

(e) If Franchisee (i) abandons, surrenders, transfers control of and/or loses the right to occupy Franchisee's Administrative Office; or (ii) fails to actively operate the Franchised Business;

(f) If Franchisee fails on three (3) or more separate occasions to: (i) submit when due financial statements, reports or other data, information or supporting records; (ii) to pay when due the Royalty Fees; (iii) to pay when due Advertising Contributions; (iv) to pay when due amounts for purchases from Franchisor or its affiliates or other payments due to Franchisor, or amounts due to suppliers or vendors approved or designated by Franchisor; and/or (v) otherwise fails to comply with this Agreement, whether or not such failure to comply is corrected after notice is delivered to Franchisee;

(g) Suffers cancellation of or fails to renew or extend the lease Franchisee's Administrative Office or otherwise fails to maintain possession of Franchisee's Administrative Office;

(h) Franchisee or any Owner purports to effect a Transfer that is restricted under this Agreement without Franchisor's prior written consent and in compliance with this Agreement;

(i) If Franchisee or any of its owners fail to comply with Anti-Terrorism Laws or become listed on the Annex to Executive Order 13244;or

(j) If Franchisee, any affiliate of Franchisee, or any guarantor of Franchisee commits an act of default under any other agreement with or promissory note given to Franchisor or any affiliate of Franchisor, the effect of which is to allow Franchisor or its affiliate to terminate the agreement or accelerate payment under the promissory note.

(3) **Termination after cure period.** Upon the occurrence of any of the events specified below, Franchisee shall be in default of this Agreement and Franchisor shall have the right to terminate this Agreement upon thirty (30) days written notice to Franchisee, or upon such shorter notice as is specified below, specifying the default of this Agreement which shall constitute good cause for termination and providing Franchisee with thirty (30) days or a lesser period as specified below, in which to cure the default giving rise to the good cause for termination. Termination shall be effective upon the expiration of the thirty (30) day or less notice period, if Franchisee fails to cure the default. It shall be a breach of this Agreement and constitute good cause for termination of this Agreement, if:

(a) Franchisee fails to develop, open and operate (on a continuing basis during the Term) the Franchised Business in compliance with the terms and conditions of this Agreement;

(b) Franchisee fails to develop open and operate the Franchised Business on or before the Scheduled Business Commencement Date.

(c) Franchisee misappropriates, misuses or makes any unauthorized use of the Licensed Marks, the System or materially impairs the goodwill associated with the Licensed Marks or applies for registration of the Licensed Marks anywhere in the world;

(d) Franchisee fails, refuses or is unable to promptly pay when due any monetary obligation to Franchisor under this Agreement (including, but not limited to, Royalty Fee, Advertising Contributions, Brand Development Fund Fees and DMA Marketing Fund Fees) or any other agreement between the parties and Franchisee does not cure such default within ten (10) days following written notice from Franchisor;

©2019. The Internicola Law Firm, P.C.

(e) Franchisee or any of its Owners violates any law, ordinance, rule or regulation of a governmental agency in the connection with the operation of the Franchised Business, and permits the same to go uncorrected after learning thereof;

(f) Franchisee fails to maintain or suffers cancellation of any insurance policy required under this Agreement; or

(g) Franchisee or any of its Owners fails to comply with any other provision of this Agreement or any mandatory specification, standard or operating procedure prescribed by Franchisor.

17.B. BY FRANCHISEE.

If Franchisee and its Owners are fully complying with each and every term and provision of this Agreement and Franchisor materially breaches substantive and material obligations on the part of Franchisor as set forth and defined in this Agreement, Franchisee may terminate this Agreement in either of the following cases:

(a) Franchisor does not correct the breach within thirty (30) days after Franchisee delivers written notice of such breach to Franchisor; or

(b) In a case where Franchisor's breach cannot reasonably be cured within thirty (30) days, Franchisor fails to furnish Franchisee, within thirty (30) days after Franchisor receives Franchisee's written notice of Franchisor's breach, reasonable evidence of Franchisor's current, continuing and/or planned efforts to correct its breach within a reasonable time.

In either case, Franchisee's termination of this Agreement will not take effect unless the thirty (30) day period mentioned above has passed and Franchisee provides Franchisor a separate written notice of termination. The termination date must be at least ten (10) days after Franchisor's receipt of Franchisee's notice of termination. Franchisee's termination of this Agreement for any reason other than set forth herein or without notice will be deemed a termination by Franchisee without cause.

To induce Franchisor to enter into this Agreement Franchisee and Franchisee's Owners hereby acknowledge and agree that if Franchisee terminates this Agreement pursuant to this "17.B." that Franchisee and Franchisee's Owners shall nevertheless comply with and be bound by all of the post-term obligations and restrictions set forth in Article 18 of this Agreement.

17.C. OTHER REMEDIES.

In the event of Franchisee's breach of any provision of this Agreement, Franchisor may, in Franchisor's sole discretion and in addition to, or in lieu of, exercising its termination rights described above, take all or any of the following actions without providing Franchisee advance notice or an opportunity to cure the breach before such action is taken:

(1) Franchisor may temporarily or permanently suspend any existing credit arrangements or accommodations previously extended to Franchisee, and/or refrain from offering or making available to Franchisee any credit arrangements or accommodations that may be offered or made available to other System franchisees;

(2) Franchisor may modify payment terms for approved products or other merchandise purchased by Franchisee (which may include, without limitation, requiring cash on delivery);

(3) Franchisor may disqualify Franchisee from being eligible for, or from participating in, special promotion programs that may be offered or made available to other System franchisees;

©2019, The Internicola Law Firm, P.C.

(4) Franchisor may refrain from providing or making available to Franchisee promotional materials or other materials developed by the Brand Development Fund and/or the DMA Marketing Fund;

(5) Franchisor may require payment of the Noncompliance Fee. Said fee shall be payable and due within fourteen (14) days of the date of invoice.

(6) If a breach by Franchisee results in the earlier termination of this Agreement then Franchisor, at Franchisor's election, may accelerate the due date of the required payment of fees and other amounts due hereunder.

ARTICLE 18
OBLIGATIONS UPON TERMINATION OR EXPIRATION

18.A. PAYMENT OF AMOUNTS OWED TO FRANCHISOR.
Without limitation as to any other Article or provision of this Agreement, upon expiration or termination (for any reason) of this Agreement, Franchisee shall immediately pay to Franchisor all Royalty Fees, Advertising Contributions, amounts owed for products purchased by Franchisee from Franchisor or from its affiliate, and interest due Franchisor or its affiliates on any of the foregoing. Franchisee must contemporaneously with payment furnish a complete accounting of all amounts owed to Franchisor and its affiliates.

18.B. LICENSED MARKS AND COPYRIGHTED WORKS.
Upon expiration or termination of this Agreement, without limitation to and as a supplement to the restrictive covenants and obligations set forth in Article 6 and Articles 7.A., 7.B., 7.C., 7.D., 7.E. and 7.F. of this Agreement:

(1) Franchisee shall immediately, pursuant to the terms of this Agreement, cease to operate the Franchised Business under this Agreement and must not thereafter, directly or indirectly, hold itself out as a present or former franchisee of Franchisor;

(2) Franchisee shall immediately and permanently cease to (a) use, in any manner whatsoever, any confidential materials, methods, computer software, supplies, procedures and techniques associated with The Brothers that just do Gutters Businesses, (b) communicate with or order products from approved suppliers, (c) use the Licensed Marks and distinctive features or designs associated with The Brothers that just do Gutters Businesses, and (d) use the features or components of the System;

(3) Franchisee must, at its expense, immediately make modifications or alterations as are necessary to clearly distinguish Franchisee's Administrative Office from its former appearance and the Service Vehicle(s) to prevent any possibility of confusion by the public (including removal of all distinctive physical and structural features identifying The Brothers that just do Gutters Businesses and removal of all distinctive signs and emblems). Franchisee must, at its expense, make specific additional changes as Franchisor reasonably requests for this purpose. If Franchisee fails to initiate immediately or complete alterations within the period of time Franchisor deems appropriate, Franchisee agrees that, Franchisor or its designated agents may enter the premises of Franchisee's former The Brothers that just do Gutters Business Facility and adjacent areas at any time to make alterations, at Franchisee's sole risk and expense. Franchisee expressly acknowledges that its failure to make alterations will cause irreparable injury to Franchisor and consents to entry, at Franchisee's expense, of any ex-parte order by any court of competent jurisdiction authorizing Franchisor or its agents to take action, if Franchisor seeks such an order;

(4) Franchisee must take any action required to cancel all fictitious or assumed names or equivalent

© 2019, The Internicola Law Firm, P.C.

registrations relating to any of the Licensed Marks;

(5) Franchisee shall notify the telephone company and all listing agencies of the termination or expiration of Franchisee's right to use any telephone number and any regular, classified or other telephone directory listings associated with the Licensed Marks and to authorize transfer of same to or at the direction of Franchisor. Franchisee agrees that as between Franchisor and Franchisee, Franchisor has the sole right to and interest in all telephone numbers and directory listings associated with the Licensed Marks, and Franchisee authorizes Franchisor, and appoints Franchisor and any officer of Franchisor as his attorney-in-fact, to direct the telephone company and all listing agencies to transfer same to Franchisor or at its direction, should Franchisee fail or refuse to do so, and the relevant telephone company and all listing agencies may accept this direction or this Agreement as conclusive proof of the exclusive right of Franchisor in telephone numbers and directory listings and its authority to direct their transfer; and Franchisee shall furnish to Franchisor within thirty (30) days after the effective date of termination or expiration evidence satisfactory to Franchisor of Franchisee's compliance with the foregoing obligations.

18.C. CONFIDENTIAL INFORMATION.

Upon expiration or termination of this Agreement, Franchisee shall, among other things, immediately deliver to Franchisor the Operations Manual, software licensed by Franchisor, complete and accurate lists of all existing and former customers of the Franchised Business (including customer name, address, telephone numbers and email addresses), the software, databases and/or accounts associated with the Business Management Software System and all Confidential Information related to the Franchised Business and refrain from using the Confidential Information in any business or otherwise.

18.D. CONTINUING OBLIGATIONS.

All obligations of Franchisor and Franchisee under this Agreement which expressly or by their nature are to survive or are intended to survive the termination of this Agreement or expiration of this Agreement shall continue in full force and effect subsequent to and notwithstanding this Agreement's termination or expiration until such obligations are satisfied in full or by the nature and/or terms of such obligation(s) expire.

18.E. POST-TERM COVENANT NOT TO COMPETE.

Franchisee and Franchisee's Owner(s) must abide by the restrictive covenants and obligations set forth in this Agreement including, but not limited to, the restrictive covenants and obligations set forth in Article 6 and Articles 7.A., 7.B., 7.D., 7.E. and 7.F. of this Agreement.

ARTICLE 19
ENFORCEMENT AND CONSTRUCTION

19.A. SEVERABILITY AND SUBSTITUTION OF VALID PROVISIONS.

(1) Except as expressly provided to the contrary in this Agreement, each Article, paragraph, term and provision of this Agreement, is considered severable. If for any reason, any portion of this Agreement is held in a final, non-appealable ruling issued by any court, agency or other governmental authority having competent jurisdiction in a proceeding to which Franchisor is a party to be invalid, contrary to, or in conflict with any applicable present or future law or regulation, that ruling shall not impair the operation of, or have any other effect upon, other portions of this Agreement as may remain otherwise intelligible. The surviving portions of this Agreement shall continue to be given full force and effect and bind the parties to this Agreement. Any portion of this Agreement held to be invalid shall be deemed not to be a part of this Agreement from the date the time for appeal expires, if Franchisee is a party, otherwise upon Franchisee's receipt of a notice of non-enforcement from Franchisor.

© 2019, The Internicola Law Firm, P.C.

(2) If any applicable and binding law or rule of any jurisdiction requires a greater prior notice of the termination of this Agreement than is required in this Agreement, or the taking of some other action not required, or if under any applicable and binding law or rule of any jurisdiction, any provision of this Agreement or any specification, standard or operating procedure Franchisor prescribes is invalid or unenforceable, the prior notice and/or other action required by law or rule shall be substituted for the comparable provisions, and Franchisor has the right, in its sole discretion, to modify the invalid or unenforceable provision, specification, standard or operating procedure to the extent required to be valid and enforceable. Franchisee agrees to be bound by any promise or covenant imposing the maximum duty permitted by law which is prescribed within the terms of any provision of this Agreement, as though it were separately articulated in and made a part of this Agreement, that may result from striking from any of the provisions, or any specification, standard or operating procedure Franchisor prescribes, any portion or portions thereof which a court may hold to be unenforceable in a final decision to which Franchisor is a party, or from reducing the scope of any promise or covenant to the extent required to comply with a court order. Modifications to this Agreement shall be effective only in that jurisdiction, unless Franchisor elects to give them greater applicability, and this Agreement shall be enforced as originally made and entered into in all other jurisdictions.

19.B. WAIVER OF OBLIGATIONS.

No delay, waiver, omission or forbearance on the part of Franchisor to exercise any right, option, duty or power arising out of any breach or default by Franchisee under this Agreement constitutes a waiver by Franchisor to enforce any right against Franchisee or as to any subsequent breach or default by Franchisee. Acceptance by Franchisor of any payments due to it after the time at which the payment is due is not deemed to be a waiver by Franchisor of any preceding breach by Franchisee of any provisions of this Agreement. Franchisor shall not be deemed to have waived or impaired any right reserved by this Agreement (including the right to demand exact compliance with every provision, or to declare any breach to be a default and to terminate this Agreement before the expiration of its term) by virtue of any custom or practice of the parties at variance with the terms of this Agreement; or by any failure, refusal or neglect of Franchisor to exercise any right under this Agreement or to insist upon exact compliance by the Franchisee with its obligations, including any mandatory specification, standard or operating procedure. If an interest rate required hereunder exceeds the lawful interest rate allowed by the laws of the relevant jurisdiction, then the interest rate will be adjusted to conform to the highest legal rate allowable by applicable law.

19.C. FORCE MAJEURE.

Neither Franchisor nor Franchisee shall be liable for loss or damage or deemed to be in breach of this Agreement if its failure to perform its obligations results from: (1) transportation shortages, or inadequate supply of labor, supplies, material or energy; (2) acts of God; (3) acts or omissions of the other party; (4) fires, strikes, embargoes, war or riot; or (5) any other similar event or cause. Any delay resulting from any of these causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable, except that said cause shall not excuse payment of amounts owed at the time of such occurrence or thereafter and as soon as possible the non-performing party shall immediately resume performance and, in no event, shall non-performance be excused for more than six (6) months.

19.D. SPECIFIC PERFORMANCE AND INJUNCTIVE RELIEF.

Nothing in this Agreement bars Franchisor's right to obtain specific performance of the provisions of this Agreement and injunctive relief under legal and/or equity rules against threatened conduct that will cause damages or loss to it, the Licensed Marks or the System. Without limitation to the rights set forth in Articles 6 and 7 of this Agreement, Franchisee agrees that Franchisor may obtain such injunctive relief in addition to such further or other relief as may be available at law or in equity. Franchisee agrees that Franchisor will

© 2019. The Internicola Law Firm, P.C.

not be required to post a bond (other than as set forth in Article 7.G of this Agreement) to obtain injunctive relief and that Franchisee's only remedy if an injunction is entered against Franchisee will be the dissolution of that injunction, if warranted, upon hearing duly held(all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby). None of the remedies available to Franchisor under this Article 19.D. are exclusive of any other, but may be combined with others under this Agreement, or at law or in equity, including injunctive relief, specific performance and recovery of monetary damages. Without limitation to the foregoing Franchisee further acknowledges and agrees that in the event of a breach of this Agreement by Franchisee respecting and/or concerning the System and/or the Licensed Marks shall cause irreparable harm to Franchisor, the System and the Licensed Marks.

19.E. RIGHTS OF PARTIES ARE CUMULATIVE.

The rights of Franchisor and Franchisee under this Agreement are cumulative and no exercise or enforcement by a party of any right or remedy precludes the exercise or enforcement by that party of any other right or remedy which Franchisor or Franchisee is entitled by law to enforce.

19.F. GOVERNING LAW.

EXCEPT TO THE EXTENT GOVERENED BY THE UNITED STATES TRADEMARK ACT OF 1946 (LANHAM ACT, 15 U.S.C. §§ 1051 *ET SEQ.*) OR OTHER FEDERAL LAW, THIS AGREEMENT AND THE RELATIONSHIP BETWEEN THE PARTIES HERETO SHALL BE GOVERENED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, EXCEPT THAT ITS CHOICE OF LAW AND CONFLICTS OF LAWS RULES SHALL NOT APPLY AND ANY FRANCHISE REGISTRATION, DISCLOSURE, RELATIONSHIP OR SIMILAR STATUTE WHICH MAY BE ADOPTED BY THE STATE OF NEW YORK SHALL NOT APPLY UNLESS ITS JURISDICTIONAL REQUIREMENTS ARE MET INDEPENDENTLY WITHOUT REFERENCE TO THIS PARAGRAPH.

19.G. EXCLUSIVE JURISDICTION.

FRANCHISEE AGREES THAT FRANCHISEE SHALL, AND FRANCHISOR MAY, AT ITS OPTION, INSTITUTE ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCLUSIVELY THE SUPREME COURT OF THE STATE OF NEW YORK, NEW YORK COUNTY OR THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK OR THE FEDERAL DISTRICT COURT NEAREST TO FRANCHISOR'S CORPORATE HEADQUARTERS AT THE TIME SUCH ACTION IS FILED. FRANCHISEE IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY SUCH COURT AND WAIVES ANY OBJECTION IT MAY HAVE TO EITHER THE JURISDICTION OR VENUE OF ANY SUCH COURT.

19.H. VARIANCES.

FRANCHISEE AGREES THAT FRANCHISOR HAS AND MAY AT DIFFERENT TIMES, IN FRANCHISOR'S ABSOLUTE AND SOLE DISCRETION, APPROVE EXCEPTIONS OR CHANGES FROM THE UNIFORM STANDARDS OF THE SYSTEM, WHICH FRANCHISOR DEEMS DESIRABLE OR NECESSARY UNDER PARTICULAR CIRCUMSTANCES. FRANCHISEE UNDERSTANDS THAT IT HAS NO RIGHT TO OBJECT TO OR AUTOMATICALLY OBTAIN SUCH VARIANCES, AND ANY EXCEPTION OR CHANGE MUST BE APPROVED IN ADVANCE BY FRANCHISOR IN WRITING. FRANCHISEE UNDERSTANDS THAT EXISTING FRANCHISEES MAY OPERATE UNDER DIFFERENT FORMS OF AGREEMENTS AND THAT THE RIGHTS AND OBLIGATIONS OF EXISTING FRANCHISEES MAY DIFFER MATERIALLY FROM THIS AGREEMENT.

19.I. LIMITATIONS OF CLAIMS.

EXCEPT FOR CLAIMS BROUGHT BY FRANCHISOR WITH REGARD TO FRANCHISEE'S OBLIGATIONS TO MAKE PAYMENTS TO FRANCHISOR AND TO INDEMNIFY FRANCHISOR

© 2019. The Internicola Law Firm, P.C.

PURSUANT TO THIS AGREEMENT, ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE RELATIONSHIP OF FRANCHISEE AND FRANCHISOR PURSUANT TO THIS AGREEMENT SHALL BE BARRED UNLESS AN ACTION IS COMMENCED WITHIN: (1) TWO (2) YEARS FROM THE DATE ON WHICH THE ACT OR EVENT GIVING RISE TO THE CLAIM OCCURRED; OR (2) ONE (1) YEAR FROM THE DATE ON WHICH FRANCHISEE OR FRANCHISOR KNEW OR SHOULD HAVE KNOWN, IN THE EXERCISE OF REASONABLE DILIGENCE, OF THE FACTS GIVING RISE TO SUCH CLAIMS, WHICHEVER OCCURS FIRST.

19.J. WAIVER OF PUNITIVE DAMAGES.

FRANCHISOR AND FRANCHISEE HEREBY WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE, EXEMPLARY, CONSEQUENTAL OR SPECULATIVE DAMAGES AGAINST THE OTHER AND AGREE THAT IN THE EVENT OF A DISPUTE BETWEEN THEM, EXCEPT AS OTHERWISE PROVIDED HEREIN, EACH SHALL BE LIMITED TO THE RECOVERY OF ACTUAL DAMAGES SUSTAINED BY IT; PROVIDED THAT SUCH WAIVER SHALL NOT APPLY TO ANY CLAIM (A) ALLOWED BY FRANCHISOR OR FRANCHISEE FOR ATTORNEY'S FEES OR COSTS AND EXPENSES UNDER THIS AGREEMENT; AND/OR (B) FOR LOST PROFITS BY FRANCHISOR OR FRANCHISEE AND THE OWNERS UPON OR ARISING OUT OF THE TERMINATION OF THIS AGREEMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IF ANY OTHER TERM OF THIS AGREEMENT IS FOUND OR DETERMINED TO BE UNCONSCIONABLE OR UNENFORCEABLE FOR ANY REASON, THE FOREGOING PROVISIONS OF WAIVER BY AGREEMENT OF PUNITIVE, EXEMPLARY, INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES SHALL CONTINUE IN FULL FORCE AND EFFECT.

19.K. WAIVER OF JURY TRIAL.

FRANCHISOR AND FRANCHISEE HEREBY IRREVOCABLY WAIVE TRIAL BY JURY ON ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF THEM.

19.L. BINDING EFFECT.

This Agreement is binding upon the parties of this Agreement and their respective executors, administrators, heirs, assigns and successors in interest, and shall not be modified except by written agreement signed by both Franchisee and Franchisor.

19.M. COMPLETE AGREEMENT.

This Agreement, the documents referred to in this Agreement and the Schedules and Exhibits to this Agreement, together with the Operations Manual, constitute the entire, full and complete Agreement between Franchisor and Franchisee concerning the subject matter of this Agreement and supersedes all prior related agreements between Franchisor and Franchisee. Notwithstanding the foregoing, the disclosure documentation (as registered with certain states, required by federal law or otherwise and provided to Franchisee or its representative) shall not be deemed to constitute a part of this Agreement nor as a separate, binding agreement concerning the subject matter hereof. Nothing in the Agreement is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you.

19.N. ATTORNEY FEES AND EXPENSES.

Franchisee hereby acknowledges and agrees that in the event that a Court of competent jurisdiction shall issue a judgment, decision and/or order finding, holding and/or declaring Franchisee's breach of this Agreement than Franchisor shall be entitled to the recovery of all reasonable attorney fees, costs and expenses associated with and/or related to such litigation. Said fees, costs and expenses shall include, but not be limited to, attorney fees, deposition expenses, expert witness fees and filing fees.

© 2019, The Internicola Law Firm, P.C.

19.O. INDIVIDUAL DISPUTE RESOLUTION; NO CLASS ACTION OR MULTI PARTY ACTIONS.

Any legal action between or among Franchisor and Franchisee, the parties to this Agreement and/or parties related to this Agreement including, but not limited to, each and every Owner, shall be conducted on an individual basis and not on a consolidated or class-wide basis.

19.P. ACCEPTANCE BY FRANCHISOR.

This Agreement will not be binding on Franchisor unless and until an authorized officer of Franchisor has signed it.

19.Q. OPPORTUNITY FOR REVIEW BY FRANCHISEE'S ADVISORS.

Franchisee agrees and represents that prior to the signing of this Agreement that Franchisor recommended and that Franchisee had the opportunity to have this Agreement and the Franchise Disclosure Document reviewed by Franchisee's lawyer, accountant and other business advisors.

19.R. NO PERSONAL LIABILITY BY FRANCHISOR'S EMPLOYEE'S, OFFICERS AND/OR AUTHORIZED AGENTS

Franchisee agrees that the fulfillment of any of Franchisor's obligations written in this Agreement or based on any oral communications ruled to be binding in a court of law shall be Franchisor's sole obligation and none of Franchisor's employees, officers and/or authorized agents shall be personally liable to Franchisee for any reason.

19.S. NON-UNIFORM AGREEMENTS.

Franchisee agrees and acknowledges that Franchisor makes no representations or warranties that all other agreements with The Brothers Franchising, Corp. franchisees entered into before or after the Effective Date do or will contain terms substantially similar to those contained in this Agreement. Franchisee agrees that Franchisor may waive or modify comparable provisions of other franchise agreements to other System franchisees in a non-uniform manner.

ARTICLE 20
NOTICES AND PAYMENTS

All written notices and reports permitted or required to be delivered by the provisions of this Agreement or of the Operations Manual shall be deemed so delivered at the time delivered by hand, one (1) business day after being placed in the hands of a national commercial courier service for overnight delivery (properly addressed and with tracking confirmation); or three (3) business days after placed in the U.S. mail by Registered or Certified Mail, postage prepaid, and addressed to the party to be notified at its most current principal business address of which the notifying party has been notified. Reports requiring delivery shall be delivered by U.S. mail. The addresses for the parties set forth in the initial paragraph of this Agreement shall be used unless and until a different address has been designated by written notice to the other party.

In all cases where Franchisor's prior approval is required and no other method or timing for obtaining such approval is prescribed, Franchisee shall request such approval in writing, and Franchisor shall respond within ten (10) business days after receiving Franchisee's written request and all supporting documentation, provided if Franchisor does not respond, such request will be deemed disapproved. Franchisor's consent to or approval of any act or request by Franchisee shall be effective only to the extent specifically stated and shall not be deemed to waive or render unnecessary consent or approval of any other subsequent similar act or request.

©2019. The Internicola Law Firm, P.C.

ARTICLE 21
MISCELLANEOUS

(1) Except as otherwise expressly provided, nothing in this Agreement is intended, nor shall be deemed, to confer any rights or remedies upon any person or legal entity who is not a party to this Agreement.

(2) The headings of the several Articles and paragraphs are for convenience only and do not define, limit or construe the contents of Articles or paragraphs.

(3) Time is of the essence of this Agreement.

(4) The "Franchisee" as used in this Agreement is applicable to one or more persons, a corporation, a partnership or corporation as the case may be, and the singular usage includes the plural and the masculine and neuter usages include the other and the feminine. If two (2) or more persons are at any time Franchisees under this Agreement, their obligations and liabilities to Franchisor shall be joint and several.

This Agreement shall be executed in multiple copies, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have executed, sealed and delivered this Agreement in duplicate on the date recited in the first paragraph.

Franchisor:
The Brothers Franchising, Corp.

By: _____

_____
Title

Franchisee:

_____
Franchisee Signature

_____
Name (please print)

_____
Franchisee Signature

_____
Name (please print)

© 2019, The Internicola Law Firm, P.C.

THE BROTHERS THAT JUST DO GUTTERS
SCHEDULE 1
OPERATING TERRITORY ACKNOWLEDGMENT

Franchisee's Operating Territory. Franchisor and Franchisee acknowledge and agree that Franchisee's "Operating Territory", as such term is identified and defined in the Franchise Agreement, including, but not limited to Articles 1 of the Franchise Agreement, is identified, as follows:

[IF LEFT INCOMPLETE THERE SHALL BE NO OPERATING TERRITORY]

The foregoing Operating Territory has been determined based on negotiations initiated by Franchisee and benefitting Franchisee. To the extent that the foregoing description of the Operating Territory includes and/or delineates geographic or political boundaries such determinations will be considered fixed as of the Effective Date of the Franchise Agreement and will not change for the purpose of this Agreement notwithstanding a change or reorganization to such boundaries or regions. All street boundaries, if any, will be deemed to end at the street center lines unless otherwise specified above.

Franchisor:
The Brothers Franchising, Corp.

By:_____
Signature

_____
Name and Title

Franchisee:

_____
Signature

_____
Name (please print)

_____
Signature

_____
Name (please print)

© 2019. The Internicola Law Firm, P.C.

THE BROTHERS THAT JUST DO GUTTERS
SCHEDULE 2
FRANCHISE FEE AND BUSINESS FACILITY LOCATION
ACKNOWLEDGMENT

As of the Effective Date of the Franchise Agreement, Franchisor and Franchisee acknowledge and agree and affirm that:

Franchisee's Administrative Office.
That Franchisee's Administrative Office shall be located at:

(If left incomplete or unknown at time of executing this Agreement, Franchisee acknowledges that Franchisee's Business Facility must be located Within Franchisees Operating Territory)

Franchisee's Operating Territory Is: (Check appropriate boxes below)

☐ A Base Operating territory with four included Zones

☐ A Base Operating Territory with _____ additional Zone(s)

☐ A Base Operating Territory with _____ Sub-Zone with an approximate population of _____ individual residents

Initial Franchise Fee. Franchisee's Initial Franchise Fee is:

$

Franchisor:
The Brothers Franchising, Corp.

By:_____
Signature

_____
Name and Title

Franchisee:

_____
Signature

_____
Name (please print)

© 2019, The Internicola Law Firm, P.C.

THE BROTHERS THAT JUST DO GUTTERS
SCHEDULE 3
STATEMENT OF OWNERSHIP INTERESTS AND FRANCHISEE'S OWNERS

As of the effective date of the Franchise Agreement, Franchisee agrees and represents that:

1. The Following is a list of all Owners who are shareholders, partners, member, or other investors in Franchisee, including all investors who own or hold a direct or indirect interest in Franchisee, and a description of the nature of their interest:

Name of Franchisee Owner	Ownership Interest Percentage

2. The following is a list of all Owners described in and designated pursuant to the Franchise Agreement.

Name

The "Managing Owner" (as such term is defined in the Franchise Agreement) is:

Name	Percentage of Ownership Interest

Franchisee:

Franchisee Signature

Name (please print)

Franchisee Signature

Name (please print)

© 2019, The Internicola Law Firm, P.C.

THE BROTHERS THAT JUST DO GUTTERS
EXHIBIT I
FRANCHISE OWNER AND SPOUSE AGREEMENT AND GUARANTY

© 2019, The Internicola Law Firm, P.C.

FRANCHISE OWNER AND SPOUSE AGREEMENT AND GUARANTY

This Franchise Owner Agreement and Individual Guarantee (the "Agreement") is entered into by: (i) each of the undersigned owners of Franchisee (defined below); and (ii) the spouse of each such owner, in favor of The Brothers Franchising, Corp., a New York corporation, and its successors and assigns ("us"), upon the terms and conditions set forth in this Agreement. Each signatory to this Agreement is referred to as "you".

Recitals and Representations

WHEREAS, the Franchisee is [_____];

WHEREAS, you acknowledge that we have entered into a The Brothers that just do Gutters Franchise Agreement with Franchisee with an Effective Date of [_____] (the "Franchise Agreement");

WHEREAS, you have received and have thoroughly reviewed the Franchise Agreement, including the completed Schedules and Exhibits attached thereto and that we have advised you that before signing the Franchise Agreement and/or this Agreement that we have advised you to hire a lawyer to review the Franchise Agreement and this Agreement;

WHEREAS, you represent to us that you are either (a) an owner of Franchisee such that you own or control a legal, equitable or beneficial ownership or equity interest in Franchisee, or (b) the spouse of an owner of Franchisee;

WHEREAS, you acknowledge that this Agreement will apply to you individually, jointly and severally with all others who sign this Agreement;

WHEREAS, you acknowledge that this Agreement, among other things, personally obligates you to guarantee Franchisee's obligations to us and obligates you to brand protection, confidentiality and non-competition restrictions and covenants and that you enter into this Agreement to induce us to enter into the Franchise Agreement with Franchisee.

NOW THEREFORE, to induce us to enter into the Franchise Agreement and as consideration to us for entering into the Franchisee Agreement with Franchisee and other consideration, the receipt and sufficiency of which you acknowledge, you agree as follows:

1. Recitals and Representations. You agree that the foregoing Recitals and Representations are true and accurate and shall constitute a part of this Agreement and are hereby incorporated into the main body of this Agreement.

2. Definitions. For purposes of this Agreement, the following terms have the meanings given to them below:

"Business Management Software System" means the software and/or internet or cloud based system and/or systems designated by Franchisor as being required for use by Franchisee in connection with Franchisee's day to day management, monitoring, accounting and operation of the Franchised Business.

"Business Management Software System Data" the forms, data, tools, customer information and sales information that is either pre-populated or entered by us into the Business Management Software

System and/or entered and/or recorded by you into the Business Management Software System in the course of operating your The Brothers that just do Gutters Business.

"Competitive Business" means any business that markets, sells, offers and/or provides residential and/or commercial gutter cleaning, gutter maintenance, gutter installation, gutter replacement and/or repair services and gutter products. Without limitation to the foregoing, a Competitive Business shall further include any business that offers or sells gutter installation kits, gutter recycling services, gutter guards, gutter supplies and/or products and/or soffit maintenance installation and/or repairs.

"Copyrights" means all works and materials for which we or our affiliate have secured common law or registered copyright protection and that we allow The Brothers that just do Gutters franchisees to use, sell or display in connection with the development, marketing and/or operation of a The Brothers that just do Gutters business, whether now in existence or created in the future.

"Franchised Business" means the The Brothers that just do Gutters Business to be operated by Franchisee pursuant to the Franchise Agreement.

"Franchisee's Operating Territory" shall have the meaning as set forth in the Franchise Agreement.

"Improvements" means any additions, modifications or improvements to (a) the goods or services offered by a The Brothers that just do Gutters Business, (b) the method of operation of a The Brothers that just do Gutters Business or (c) any marketing or business development ideas relating to a The Brothers that just do Gutters Business, whether developed by you, Franchisee or any other person.

"Intellectual Property" means, individually and collectively, our Marks, Copyrights, Know-How, System and Improvements.

"The Brothers that just do Gutters Business" and *"The Brothers that just do Gutters Businesses"* means each and every business or businesses owned and/or operated by us, our affiliates, our successors in interest, our franchisees and/or Franchisee that utilizes or is required to utilize the System and/or the Intellectual Property.

"Know-How" means all of our trade secrets and other proprietary information relating to the development, marketing and/or operation of a The Brothers that just do Gutters Business, including, but not limited to, methods, techniques, specifications, procedures, policies, marketing strategies and information comprising the System and the Operations Manual. Without limitation to the foregoing, the term "Know-How" further includes the Business Management Software System and the Business Management Software System Data.

"Operations Manual" means our confidential operations manual for the operation of a The Brothers that just do Gutters Business.

"Marks" means the word marks, trademarks, service marks, and logos now or hereafter utilized in the operation of a The Brothers that just do Gutters Business, including the "The Brothers that just do Gutters" word mark and related logo, and any other trademarks, service marks or trade names that we designate for use in a The Brothers that just do Gutters Business.

"Prohibited Activities" means any or all of the following: (a) owning and/or having any legal or equitable interest (whether as an individual proprietor, owner, partner, member or shareholder or in any

©2019. The Internicola Law Firm, P.C.

similar capacity) in a Competitive Business (other than owning an interest of three percent (3%) or less in a publicly traded company that is a Competitive Business); (b) operating, managing, funding and/or performing services (whether as an employee, officer, director, manager, consultant, representative, agent, and/or creditor or in any similar capacity) for a Competitive Business; (c) diverting or attempting to divert any business or customers from us (or one of our affiliates or franchisees); and/or (d) inducing (i) any of our employees or managers (or those of our affiliates or franchisees) to leave their position with us, or (ii) any customer or client of ours (or of one of our affiliates or franchisees) or of Franchisee to any other person business that is not a The Brothers that just do Gutters Business.

"Restricted Period" means the three (3) year period after the earliest to occur of the following: (i) the expiration or termination (for any reason) of the Franchise Agreement; (ii) the date on which Franchisee assigns the Franchise Agreement to another person with respect to whom neither you nor your spouse holds any direct or indirect ownership and/or equity interest whether legal, equitable or otherwise; (iii) if you are an owner of Franchisee, the date on which you cease to be an owner of Franchisee; or (iv) if you are the spouse of an owner of Franchisee, the date on which your spouse ceases to be an owner of Franchisee. Provided however, that if a court of competent jurisdiction determines that this period of time is too long to be enforceable, then the "Restricted Period" means the two (2) year period after the earliest to occur of the following: (i) the expiration or termination (for any reason) of the Franchise Agreement; (ii) the date on which Franchisee assigns the Franchise Agreement to another person with respect to whom neither you nor your spouse holds any direct or indirect ownership and/or equity interest whether legal, equitable or otherwise; (iii) if you are an owner of Franchisee, the date on which you cease to be an owner of Franchisee; or (iv) if you are the spouse of an owner of Franchisee, the date on which your spouse ceases to be an owner of Franchisee.

"Restricted Territory" means the geographic area within: (i) Franchisee's Operating Territory (or territories if Franchisee operates more than one operating territory); (ii) a twenty-five (25) mile radius surrounding Franchisee's Operating Territory (or territories if Franchisee operates more than one operating territory); and (iii) all other The Brothers that just do Gutters operating territories that are operated and/or under development by us or other The Brothers that just do Gutters franchisees as of the date of this Agreement and those that are in operation during all or any part of the Post-Term Restricted Period; provided, however, that if a court of competent jurisdiction determines that the foregoing Restricted Territory is too broad to be enforceable, then the "Restricted Territory" means the geographic area within Franchisee's Operating Territory (or territories if Franchise operates more than one operating territory) plus a twenty-five (25) mile radius surrounding Franchisee's Operating Territory (or territories if Franchise operates more than one operating territory).

"System" means our system for the development, establishment and operation of a The Brothers that just do Gutters Business including, but not limited to, the services, products, and procedures that we designate for a The Brothers that just do Gutters Business, the Copyrights, Improvements, Intellectual Property, Know-How, Manual, our policies and procedures, our advertising and our promotional methods.

3. Additional Acknowledgments by You. In addition to the representations and acknowledgments contained in the Recitals and Representations, above, you acknowledge and represent that in your capacity as an owner of Franchisee or as the spouse of an owner of Franchisee that you will be gaining access to, among other things, the System and Intellectual Property. You acknowledge that all of the components and aspects of the System and Intellectual Property (both individually and as they relate to one another collectively) are critical to our success as the franchisor of the System and to the overall System. You acknowledge that we need to protect the System and Intellectual property and that to do so we require that you, in your individual capacity, agree to the brand protection, non-competition and other covenants and restrictions contained in this Agreement and that you personally guarantee the financial and other obligations of Franchisee to us. You acknowledge that the terms of this Agreement are fair and reasonable

© 2019. The Internicola Law Firm, P.C.

and that you have elected, based on your own decision, to enter into this Agreement to induce us to enter into the Franchise Agreement with Franchisee.

4. Intellectual Property, Brand Protection and Non-Competition Covenants and Restrictions.

(a) Know-How. You agree that: (i) you will not use the Know-How in any business or capacity other than the The Brothers that just do Gutters Business operated by Franchisee; (ii) you will maintain the confidentiality of the Know-How at all times; (iii) you will not make unauthorized copies of documents containing any Know-How; (iv) you will take such reasonable steps as we may ask of you from time to time to prevent unauthorized use or disclosure of the Know-How; and (v) you will stop using the Know-How immediately if you are no longer an owner of Franchisee or your spouse is no longer an owner of Franchisee, as applicable. You further agree that you will not use the Intellectual Property for any purpose other than the development and operation of the Franchised Business pursuant to the terms of the Franchise Agreement and Operations Manual. You agree to assign to us or our designee, without charge, all rights to any Improvement developed by you, including the right to grant sublicenses. If applicable law precludes you from assigning ownership of any Improvement to us, then such Improvement shall be perpetually licensed by you to us free of charge, with full rights to use, commercialize, and sublicense the same.

(b) Non-Competition During Franchise Relationship. You represent, acknowledge and agree that while you are an owner of Franchisee or while your spouse is an owner of Franchisee (as applicable) that you will not engage in any Prohibited Activities. You acknowledge and agree that this restriction is fair and reasonable and that if you did engage in a Prohibited Activity that such actions would constitute acts of unfair competition and will irreparably harm us and the System.

(c) Non-Competition After Franchise Relationship. You represent, acknowledge and agree that during the Restricted Period you will not engage in any Prohibited Activities; provided, however, that the Prohibited Activity relating to having an interest in a Competitive Business will only apply with respect to a Competitive Business that is located within or provides competitive goods or services to customers/clients who are located within the Restricted Territory. If you engage in any Prohibited Activities during the Restricted Period, then you agree that your Restricted Period will be extended by the period of time during which you were engaging in the prohibited activity (any such extension of time will not be construed as a waiver of your breach or otherwise impair any of our rights or remedies relating to your breach). You acknowledge and agree that this restriction is fair and reasonable and that if you did engage in a Prohibited Activity that such actions would constitute acts of unfair competition and will irreparably harm us and the System.

(d) Immediate Family Members. You acknowledge that should you circumvent the purpose and protections (due to us) of this Agreement by disclosing Know-How to an immediate family member (*i.e.*, parent, sibling, child, or grandchild) we will and the System will be irreparably harmed. You acknowledge that if you did disclose the Know-How to an immediate family member and your immediate family member used the Know-How to engage in activities that, for you, qualify as Prohibited Activities as defined above, that we and the System will be irreparably harmed. You agree that as between you and us that you are in a better position to know if you permitted and/or provide an immediate family member with access to the Know-How. Therefore, you agree that you will be presumed to have violated the terms of this Agreement if any member of your immediate family (i) engages in any Prohibited Activities during any period of time during which you are prohibited from engaging in the Prohibited Activities or (ii) uses or discloses the Know-How. However, you may rebut this presumption by providing evidence conclusively demonstrating that you did not disclose the Know-How nor permit disclosure of the Know-How to the family member.

© 2019. The Internicola Law Firm, P.C.

(e) Reasonableness of Covenants and Restrictions. You acknowledge and agree that: (i) the terms of this Agreement are reasonable both in time and in scope of geographic area; and (ii) you have sufficient resources and business experience and opportunities to earn an adequate living while complying with the terms of this Agreement. **YOU HEREBY WAIVE ANY RIGHT TO CHALLENGE THE TERMS OF THIS AGREEMENT AS BEING OVERLY BROAD, UNREASONABLE OR OTHERWISE UNENFORCEABLE.** Although you and we both believe that the covenants in this Agreement are reasonable in terms of scope, duration and geographic are, we may at any time unilaterally modify the terms of this Article 4 Intellectual Property, Brand Protection and Non-Competition Covenants and Restrictions by limiting the scope of the Prohibited Activities, narrowing the definition of a Competitive Business, shortening the duration of the Restricted Period, reducing the geographic scope of the Restricted Territory and/or reducing the scope of any other covenant imposed upon you under this Article 4 to ensure that the terms and covenants are enforceable under applicable law.

(f) Breach. You agree that failure to comply with these Article 4 Intellectual Property, Brand Protection and Non-Competition Covenants and Restrictions will cause irreparable harm to us and/or other The Brothers that just do Gutters franchisees for which there is no adequate remedy at law. Therefore, you agree that any violation of these covenants will entitle us to injunctive relief. You agree that we may apply for such injunctive relief, without bond, but upon due notice, in addition to such further and other relief as may be available at equity or law, and the sole remedy of yours, in the event of the entry of such injunction, will be the dissolution of such injunction, if warranted, upon hearing duly held (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby). If a court requires the filing of a bond notwithstanding the preceding sentence, the parties agree that the amount of the bond shall not exceed $1,000. None of the remedies available to us under this Article are exclusive of any other, but may be combined with others under this Agreement, or at law or in equity, including injunctive relief, specific performance and recovery of monetary damages.

5. Transfer Restrictions. If you are an owner of Franchisee, you acknowledge that we must approve all persons who hold a direct or indirect ownership interest in Franchisee. Accordingly, you agree that you will not, directly or indirectly or by operation of law, sell, assign, mortgage, pledge or in any manner transfer any direct or indirect ownership interest in Franchisee except in accordance with the terms and conditions set forth in Article 14 of the Franchise Agreement.

6. Personal Guaranty of Franchise Agreement and Financial Security. To secure Franchisee's financial obligations under the Franchise Agreement and all ancillary agreements executed by Franchisee in connection with the Franchise Agreement, including, but not limited to, any agreement for the purchase of goods or services from us or an affiliate of ours (collectively the "Ancillary Agreements") you, jointly and severally, personally and unconditionally: (a) guarantee to us and our successor and assigns, that Franchisee shall punctually satisfy and pay all of Franchisee's payment and other obligations under the Franchise Agreement; (b) guarantee to us and our successor and assigns, that Franchisee shall punctually satisfy and pay all of Franchisee's payment and other obligations under the Ancillary Agreements; (c) agree, at all times, to be personally bound by, and personally liable for, each and every fee, payment and monetary obligation due from Franchisee to us pursuant to the terms of the Franchise Agreement including, but not limited to, the fee obligations of Article 5 of the Franchise Agreement, the advertising obligations of Article 10 of the Franchise Agreement, and the indemnification obligations of Article 11 of the Franchise Agreement; (d) agree, at all times, to personally bound by, and personally liable for, each and every fee, payment and monetary obligation due from Franchisee to us and/or our affiliates under the Ancillary Agreements; (e) do, at all times, hereby personally guarantee payment of each and every fee, payment and monetary obligation due or that may become due from Franchisee to us pursuant to the terms of the Franchise Agreement including, but not limited to, the fee obligations of Article 5 of the Franchise Agreement,

© 2019, The Internicola Law Firm, P.C.

the advertising obligations of Article 10 of the Franchise Agreement, and the indemnification obligations of Article 11 of the Franchise Agreement; and (f) do, at all times, hereby personally guarantee payment of each and every fee, payment and monetary obligation due or that may become due from Franchisee to us pursuant to the terms of the Ancillary Agreements.

You waive: (1) acceptance and notice of acceptance by us of the foregoing undertakings; (2) notice of demand for payment of any indebtedness guaranteed; (3) protest and notice of default to any party with respect to the indebtedness guaranteed; (4) any right you may have to require that an action be brought against Franchisee or any other person as a condition of liability; and (5) the defense of the statute of limitations in any action hereunder or for the collection of any indebtedness hereby guaranteed. You agree that: (1) your direct and immediate liability under this guaranty shall be joint and several with Franchisee and all other signatories to this Agreement; (2) you will render any payment required under the Franchise Agreement and the Ancillary Agreements upon demand if Franchisee fails or refuses punctually to do so; (3) your liability shall not be contingent or conditioned upon pursuit by us of any remedies against Franchisee or any other person; and (4) liability shall not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence that we may grant to Franchisee or to any other person, including the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which shall in any way modify or amend this guarantee, which shall be continuing and irrevocable during the term of each of the Franchise Agreement and the Ancillary Agreements and following the termination, expiration or transfer of each of the Franchise Agreement and the Ancillary Agreements to the extent any financial obligations under any such Franchise Agreement and Ancillary Agreements survive such termination, expiration or transfer. This guaranty will continue unchanged by the occurrence of any bankruptcy with respect to Franchisee or any assignee or successor of Franchisee or by any abandonment of one or more of the Franchise Agreement and/or and Ancillary Agreements by a trustee of Franchisee. Neither your obligation to make payment in accordance with the terms of this undertaking nor any remedy for enforcement shall be impaired, modified, changed, released or limited in any manner whatsoever by any impairment, modification, change, release or limitation of the liability of Franchisee or its estate in bankruptcy or of any remedy for enforcement, resulting from the operation of any present or future provision of the U.S. Bankruptcy Act or other statute, or from the decision of any court or agency.

7. Dispute Resolution. Any dispute between the parties relating to this Agreement shall be brought in accordance with the dispute resolution procedures set forth in the Franchise Agreement. Notwithstanding the foregoing, if any of the dispute resolution procedures set forth in the Franchise Agreement conflict with any of the terms of this Agreement, the terms of this Agreement shall prevail. **You acknowledge and agree that a breach of this Agreement by you shall constitute a material event of default under the Franchise Agreement, permitting us to terminate the Franchise Agreement in accordance with the terms thereof.**

8. Miscellaneous.

(a) If either party hires an attorney or files suit against the other party in relating to and alleging a breach of this Agreement, the losing party agrees to pay the prevailing party's reasonable attorneys' fees and costs incurred in connection with such breach.

(b) This Agreement will be governed by, construed and enforced under the laws of New York and the courts in that state shall have jurisdiction over any legal proceedings arising out of this Agreement.

(c) Any claim, defense or cause of action that you may have against us or against Franchisee, regardless of cause or origin, cannot be used as a defense against our enforcement of this Agreement.

(d) Each section of this Agreement, including each subsection and portion thereof, is severable. In the event that any section, subsection or portion of this Agreement is unenforceable, it shall not affect the enforceability of any other section, subsection or portion; and each party to this Agreement agrees that the court

© 2019, The Internicola Law Firm, P.C.

may impose such limitations on the terms of this Agreement as it deems in its discretion necessary to make such terms reasonable in scope, duration and geographic area.

(e) You agree that we may deliver to you any notice or other communication contemplated by this Agreement in the same manner and to the same address listed in the notice provisions of the Franchise Agreement and any such delivery shall be deemed effective for purposes of this Agreement. You may change the address to which notices must be sent by sending us a written notice requesting such change, which notice shall be delivered in the manner and to the address listed in the Franchise Agreement.

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as of the date or dates set forth below.

Owner / Spouse:

_____
Signature of Owner / Spouse

_____
Name (please print)

Date _____

_____
Signature of Owner / Spouse

_____
Name (please print)

Dated _____

Owner / Spouse:

_____
Signature of Owner / Spouse

_____
Name (please print)

Date _____

_____
Signature of Owner / Spouse

_____
Name (please print)

Dated _____

©2019 The Internicola Law Firm, P.C.

THE BROTHERS THAT JUST DO GUTTERS
FRANCHISE AGREEMENT
EXHIBIT 2
JOINDER AGREEMENT

© 2019. The Internicola Law Firm, P.C.

JOINDER AGREEMENT

Without limitation to the "Individual Guarantee and Assumption of Obligations" agreement executed simultaneously hereto, in consideration of and as a condition to the grant by The Brothers Franchising, Corp., as Franchisor to _____, as Franchisee of the rights set forth in the The Brothers that just do Gutters Franchise Agreement of even date (the "Franchise Agreement"), the undersigned individuals and Principals do hereby agree to be individually, jointly and severally bound by and to each and every term, provision, covenant and obligation set forth in the Franchise Agreement.

In the event of any conflict between the terms of this Joinder agreement and the "Individual Guarantee and Assumption of Obligations" agreement, the terms of the "Individual Guarantee and Assumption of Obligations" agreement shall take precedence and govern.

_____ _____

Signature Signature

_____ _____

Name (please print) Name (please print)

Dated _____ Dated _____

© 2019. The Internicola Law Firm, P.C.

THE BROTHERS THAT JUST DO GUTTERS
FRANCHISE AGREEMENT
EXHIBIT 3
FRANCHISEE DISCLOSURE QUESTIONNAIRE AND
REPRESENTATIONS STATEMENT

© 2019, The Internicola Law Firm, P.C.

FRANCHISEE DISCLOSURE QUESTIONNAIRE AND REPRESENTATIONS - In connection with the The Brothers that just do Gutters Franchise Agreement (the "Franchise Agreement") and franchise relationship that you are about to enter into with The Brothers that just do Gutters Franchise, Corp. (hereinafter referred to as "we" or "us"), we require that you complete this Franchisee Disclosure Questionnaire and Representations Statement (the "Questionnaire"). This Questionnaire must be thoroughly reviewed by you, completed by you and signed by you at the time of signing the Franchise Agreement. The responses that you provide will be relied upon by us and are intended to clarify and demonstrate whether or not certain statements or promises were made to you and to confirm your understanding and as to some of the limitations that have been imposed on your ability to make certain claims in the future about your purchase of a The Brothers that just do Gutters franchise and your operation of a The Brothers that just do Gutters Business. Please review this Questionnaire carefully, answer all yes and no questions below. If you answer "No" to any particular question we require that you provide an explanation as to the facts and information as to why you have answered "No".

Yes/No ____ 1. Have you received and personally reviewed the Franchise Agreement and each schedule and exhibit attached to it?

Yes/No ____ 2. Have you received and personally reviewed the Franchise Disclosure Document we provided?

Yes/No ____ 3. Did you sign a receipt for the Franchise Disclosure Document indicating the date you received it?

Yes/No ____ 4. Do you understand all the information contained in the Franchise Disclosure Document and Franchise Agreement?

Yes/No ____ 5. Did you receive the Franchise Disclosure Document at least 14 calendar days before signing any agreement relating to the franchise or paying any money?

Yes/No ____ 6. Do you understand the risks of developing and operating a The Brothers that just do Gutters franchise?

Yes/No ____ 7. Do you understand that the success or failure of your The Brothers that just do Gutters Business will depend, in large measure, on your skills, abilities and efforts and those of the persons you employ as well as many other factors beyond your control such as competition, cash flow, interest rates, the economy, inflation, labor and supply costs and other relevant factors?

Yes/No ____ 8. Do you understand all disputes or claims you may have arising out of or relating to the Franchise Agreement must be litigated in the State of New York and within particular courts located in New York as designated in the Franchise Agreement?

Yes/No ____ 9. Do you understand that you must satisfactorily complete the initial training before we will allow to open your The Brothers that just do Gutters Business?

© 2019. The Internicola Law Firm, P.C.

Yes/No ____ 10. Do you agree that no employee or other person speaking on our behalf made any statement or promise regarding the costs involved in operating a The Brothers that just do Gutters Business that is not contained in the Franchise Disclosure Document or that is contrary to, or different from, the information contained in the Franchise Disclosure Document?

Yes/No ____ 11. Do you agree that no employee or other person speaking on our behalf made any statement or promise or agreement, other than those matters addressed in your Franchise Agreement, concerning advertising, marketing, media support, marketing penetration, training, support service or assistance that is contrary to, or different from, the information contained in the Franchise Disclosure Document?

Yes/No ____ 12. Do you agree that no employee or other person speaking on our behalf made any statement or promise regarding the actual, average or projected profits or earnings, the likelihood of success, the amount of money you may earn, or the total amount of revenue a The Brothers that just do Gutters Business will generate, that is not contained in the Franchise Disclosure Document or that is contrary to, or different from, the information contained in the Franchise Disclosure Document?

Yes/No ____ 13. Do you understand that the Franchise Agreement and the schedules and exhibits attached to the Franchise Agreement contain the entire agreement between us and you concerning the franchise for your The Brothers that just do Gutters Business and that under no circumstance shall any prior oral or written statements not contained in the Franchise Agreement or the schedules and exhibits to the Franchise Agreement will not be binding?

YOU UNDERSTAND THAT WE ARE RELYING ON YOUR ANSWERS TO THIS QUESTIONNAIRE AND YOU REPRESENT THAT YOU HAVE CAREFULLY REVIEWED AND HAVE TRUTHFULLY RESPONDED TO EACH QUESTION.

_____	_____
Signature of Franchise	Signature of Franchise
_____	_____
Name (please print)	Name (please print)
Dated _____	Dated _____

[CONTINUED ON NEXT PAGE]

© 2019. The Internicola Law Firm, P.C.

Additional Information: If you have answered "No" to any question above, please identify the question number and provide information as to why you have answered "No":

© 2019, The Internicola Law Firm, P.C.

©2019. The Internicola Law Firm, P.C.

CONFIDENTIALITY AGREEMENT

This Agreement (the "Agreement") is entered into by the undersigned ("you") in favor of The Brothers Franchising, Corp., a New York corporation, and its successors and assigns ("us"), upon the terms and conditions set forth below. Each signatory to this Agreement is referred to as "you".

Recitals and Representations

WHEREAS, you are or are about to be an employee, independent contractor, officer and/or director of a The Brothers that just do Gutters business that is owned and operated by one of our franchisees (the "Franchisee");

WHEREAS, this Agreement is not an employment agreement;

WHEREAS, in the course of your employment and/or association with our Franchisee and your participation and/or access to the The Brothers that just do Gutters business of our franchisee, you may gain access to our Intellectual Property, Know-How and System (terms that are defined below in this Agreement) and you understand that it is necessary for us to protect our Intellectual Property, Know-How and System;

WHEREAS, you understand that Intellectual Property, our System and Know-How are critical to the success of our franchise and to the success of The Brothers that just do Gutters, including the The Brothers that just do Gutters Business owned by the Franchisee.

NOW THEREFORE, you acknowledge and agree as follows:

1. Recitals and Representations. You agree that the foregoing Recitals and Representations are true and accurate and shall constitute a part of this Agreement and are hereby incorporated into the main body of this Agreement.

2. Definitions. For purposes of this Agreement, the following terms have the meanings given to them below:

"Business Management Software System" means the software and/or internet or cloud based system and/or systems designated by Franchisor as being required for use by Franchisee in connection with Franchisee's day to day management, monitoring, accounting and operation of the Franchised Business.

"Business Management Software System Data" the forms, data, tools, customer information and sales information that is either pre-populated or entered by us into the Business Management Software System and/or entered and/or recorded by Franchisee or on behalf of Franchisee in connection The Brothers that just do Gutters Business owned and operated by Franchisee.

"Copyrights" means all works and materials for which we or our affiliate have secured common law or registered copyright protection and that we allow The Brothers that just do Gutters franchisees to use, sell or display in connection with the development, marketing and/or operation of a The Brothers that just do Gutters business, whether now in existence or created in the future.

"Franchisee" means the The Brothers that just do Gutters franchisee for whom you are an employee, independent contractor, officer and/or director or you are about to be an employee, independent

© 2019, The Internicola Law Firm, P.C.

contractor, officer and/or director.

"Improvements" means any additions, modifications or improvements to (a) the goods or services offered by a The Brothers that just do Gutters Business, (b) the method of operation of a The Brothers that just do Gutters Business or (c) any marketing or business development ideas relating to a The Brothers that just do Gutters Business, whether developed by you, Franchisee or any other person.

"Intellectual Property" means, individually and collectively, our Marks, Copyrights, Know-How, System and Improvements.

"Know-How" means all of our trade secrets and other proprietary information relating to the development, marketing and/or operation of a The Brothers that just do Gutters Business, including, but not limited to, methods, techniques, specifications, procedures, policies, marketing strategies and information comprising the System and the Operations Manual. Without limitation to the foregoing, the term "Know-How" further includes the Business Management Software System and the Business Management Software System Data.

"Operations Manual" means our confidential operations manual for the operation of a The Brothers that just do Gutters Business.

"Marks" means the word marks, trademarks, service marks, and logos now or hereafter utilized in the operation of a The Brothers that just do Gutters Business, including the "The Brothers that just do Gutters" word mark and related logo, and any other trademarks, service marks or trade names that we designate for use in a The Brothers that just do Gutters Business.

"System" means our system for the development, establishment and operation of a The Brothers that just do Gutters Business including, but not limited to, the services, products, and procedures that we designate for a The Brothers that just do Gutters Business, the Copyrights, Improvements, Intellectual Property, Know-How, Operations Manual, our policies and procedures, our advertising and our promotional methods.

3. Additional Acknowledgments by You. In addition to the representations and acknowledgments contained in the Recitals and Representations, above, you acknowledge and represent that in your capacity as an owner of Franchisee or as the spouse of an owner of Franchisee that you will be gaining access to, among other things, the System and Intellectual Property. You acknowledge that all of the components and aspects of the System and Intellectual Property (both individually and as they relate to one another collectively) are critical to our success as the franchisor of the System and to the overall System. You acknowledge that we need to protect the System and Intellectual property and that to do so we require that you, in your individual capacity, agree to the brand protection, non-competition and other covenants and restrictions contained in this Agreement and that you personally guarantee the financial and other obligations of Franchisee to us. You acknowledge that the terms of this Agreement are fair and reasonable and that you have elected, based on your own decision, to enter into this Agreement to induce us to enter into the Franchise Agreement with Franchisee.

4. Know-How and Intellectual Property Protection. You agree that: (i) you will not use the Know-How and/or Intellectual Property in any business or capacity other than the The Brothers that just do Gutters Business operated by Franchisee; (ii) you will maintain the confidentiality of the Know-How and Intellectual Property at all times; (iii) you will not make unauthorized copies of documents containing any Know-How and/or the Intellectual Property; (iv) you will take such reasonable steps as we may ask of you from time to time to prevent unauthorized use or disclosure of the Know-How and/or Intellectual Property; and (v) you will stop using the Know-How and Intellectual Property immediately if you are no longer an

© 2019, The Internicola Law Firm, P.C.

employee, independent contractor, officer and/or director of Franchisee. You will not use the Know-How and/or Intellectual Property for any purpose other than for the performance of your duties on behalf of Franchisee and in accordance with the scope of your engagement and/or employment with Franchisee.

5. **Reasonableness of Covenants and Restrictions.** You acknowledge and agree that: (i) the terms of this Agreement are reasonable and fair and that you have sufficient resources and business experience and opportunities to earn an adequate living while complying with the terms of this Agreement. **YOU HEREBY WAIVE ANY RIGHT TO CHALLENGE THE TERMS OF THIS AGREEMENT AS BEING OVERLY BROAD, UNREASONABLE OR OTHERWISE UNENFORCEABLE.**

6. **Breach.** You agree that failure to comply with the Terms of this Agreement will cause irreparable harm us, Franchisee and other The Brothers that just do Gutters franchisees for which there is no adequate remedy at law. Therefore, you agree that any violation of these covenants will entitle us to injunctive relief. You agree that we may apply for such injunctive relief, without bond, but upon due notice, in addition to such further and other relief as may be available at equity or law, and the sole remedy of yours, in the event of the entry of such injunction, will be the dissolution of such injunction, if warranted, upon hearing duly held (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby). If a court requires the filing of a bond notwithstanding the preceding sentence, the parties agree that the amount of the bond shall not exceed $1,000. None of the remedies available to us under this Article are exclusive of any other, but may be combined with others under this Agreement, or at law or in equity, including injunctive relief, specific performance and recovery of monetary damages.

7. **Miscellaneous.**

(a) If we hire an attorney or files suit against you because you have breached this Agreement and if we prevail in such lawsuit, you agree to pay the reasonable attorney fees and costs that we incur.

(b) This Agreement will be governed by, construed and enforced under the laws of New York and the courts in that state shall have exclusive jurisdiction over any legal proceedings arising out of this Agreement.

(c) Each section of this Agreement, including each subsection and portion thereof, is severable. In the event that any section, subsection or portion of this Agreement is unenforceable, it shall not affect the enforceability of any other section, subsection or portion; and each party to this Agreement agrees that the court may impose such limitations on the terms of this Agreement as it deems in its discretion necessary to make such terms reasonable in scope, duration and geographic area.

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as of the date or dates set forth below.

Restricted Party:

_____

Signature

_____

Name (please print)

© 2019, The Internicola Law Firm, P.C.

THE BROTHERS THAT JUST DO GUTTERS
FRANCHISE AGREEMENT
EXHIBIT 5
BUSINESS FACILITY LOCATION ACKNOWLEDGMENT

© 2019. The Internicola Law Firm, P.C.

BUSINESS FACILITY LOCATION ACKNOWLEDGMENT
(POST EFFECTIVE DATE)

[This Exhibit 5 Acknowledgment is Not to be executed at the time of signing the Franchise Agreement. This Acknowledgment is optional and is to be executed only if the location of Franchisee's Administrative Office is unknown and not approved as of the Effective Date of the Franchise Agreement. To be effective this acknowledgment must be signed by Franchisor]

Pursuant to the terms of the Franchise Agreement by and between The Brothers Franchising, Corp., as Franchisor and _____, as Franchisee, Franchisee has selected the following proposed Business Facility and Franchisor, pursuant to the terms and conditions of the Franchise Agreement, approves the proposed location as Franchisee's Administrative Office:

[TO BE COMPLETED ONLY IF LOCATION OF FRANCHISEE'S BUSINESS FACILITY NOT PREVIOUSLY DESIGNATED IN SCHEDULE 2 OF THE FRANCHISE AGREEMENT]

Franchisor and Franchisee agree that the location set forth above constitutes Franchisee's Administrative Office as such term is defined in the Franchise Agreement.

Franchisor:
The Brothers Franchising, Corp.

By: _____

Title

Franchisee:

_____
Franchisee Signature

_____
Name (please print)

_____
Franchisee Signature

_____
Name (please print)

© 2019, The Internicola Law Firm, P.C.

THE BROTHERS THAT JUST DO GUTTERS
FRANCHISE AGREEMENT
EXHIBIT 6
GENERAL RELEASE

© 2019, The Internicola Law Firm, P.C.

GENERAL RELEASE

TO ALL TO WHOM THESE PRESENTS SHALL COME OR MAY CONCERN, KNOW THAT:

_____, as RELEASOR, in consideration of good and valuable consideration received from:

THE BROTHERS FRANCHISING CORP. [also name as additional Releasees successors and assigns of The Brothers Franchising, Corp] , as RELEASEE,

receipt of which is hereby acknowledged, releases and discharges the RELEASEE, RELEASEE'S heirs, officers, members, agents, executors, administrators, successors and assigns, from all claims, actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, contracts, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever, in law, admiralty or equity which against the RELEASEE, the RELEASOR, RELEASORS', heirs, executors, administrators, successors and assigns ever had, now have or hereafter can, shall or may, have for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the date of this RELEASE.

The words "RELEASOR" and "RELEASEE" include all releasors and releasees under this Release. This Release may not be changed orally.

IN WITNESS WHEREOF, the **RELEASOR** has hereunto set RELEASORS' had and seal on the date set forth below.

Releasor:

_____
Signature

_____
Name (please print)

Date _____

NOTARY SIGNATURE, SEAL AND INFORMATION: On _____before me, the undersigned, personally appeared _____ personally known to me or proven to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Signature and Seal

©2019, The Internicola Law Firm, P.C.

THE BROTHERS THAT JUST DO GUTTERS
FRANCHISE AGREEMENT
EXHIBIT 7
ACH AUTHORIZATION

©2019, The Internicola Law Firm, P.C.

AUTOMATED CLEARING HOUSE PAYMENT AUTHORIZATION FORM

Franchisee Information:

Franchisee Name | Business No.

Franchisee Mailing Address (street) | Franchisee Phone No.

Franchisee Mailing Address (city, state, zip)

Contact Name, Address and Phone Number (if different from above)

Franchisee Fax No. | Franchisee Email Address

Bank Account Information:

Bank Name

Bank Mailing Address (street, city, state, zip)

[ ] Checking [ ] Savings

Bank Account No. | (check one) | Bank Routing No.

Bank Phone No.

Authorization:

Franchisee hereby authorizes The Brothers Franchising Corp. ("Franchisor") to initiate debit entries to Franchisee's account with the Bank listed above and Franchisee authorizes the Bank to accept and to debit the amount of such entries to Franchisee's account. Each debit shall be made from time to time in an amount sufficient to cover any fees payable to Franchisor pursuant to any agreement between Franchisor and Franchisee as well as to cover any purchases of goods or services from Franchisor or any affiliate of Franchisor. Franchisee agrees to be bound by the National Automated Clearing House Association (NACHA) rules in the administration of these debit entries. Debit entries will be initiated only as authorized above. This authorization is to remain in full force and effect until Franchisor has received written notification from Franchisee of its termination in such time and in such manner as to afford Franchisor and the Bank a reasonable opportunity to act on it. Franchisee shall notify Franchisor of any changes to any of the information contained in this authorization form at least 30 days before such change becomes effective.

Signature: _____ Date: _____

Name: _____ Federal Tax TD No.: _____

Its: _____

NOTE: FRANCHISEE MUST ATTACH A VOIDED CHECK RELATING TO THE BANK ACCOUNT

© 2019. The Internicola Law Firm, P.C.

FRANCHISE DISCLOSURE DOCUMENT
EXHIBIT F
LIST OF FRANCHISEES

© 2019, The Internicola Law Firm, P.C.

FRANCHISEES			
State	**Business Address**	**Franchisee**	**Phone Number**
Connecticut	3 Lamplighter Lane New Milford, CT 06776	James Morrison Judy Lund LJMRJ, Inc.	203-501-3564 203-501-3585
Florida	1685 Fenton Avenue St. John's FL 32259	Richard Byer Beyer 22, LLC	904-476-0378
New Jersey	P.O. Box 522 Colts Neck, NJ 07722	Jonathan Mellett The Brothers that just do Gutters NJ, LLC	845-803-3246
Pennsylvania	3232 Keystone Street Bethlehem, PA 18020	Jimmy Olang The Brothers that just do Gutters Lehigh Valley, LLC	610-442-8105
Texas	6 Tanglewood Street Uvalde, TX 78801	Nathan Hiebert Hiebert Gutters, LLC	203-501-3564 203-501-3585
Virginia	7613 Fernway Place Chesterfield, VA 23832	Joseph Kenneth Parsons The Brothers Gutters Richmond, LLC	804-241-6395
	15199 Forest Rd, Forest, VA 24551	Jeremiah Boles B Gutters Lynchburg, LLC	434-221-6110
	620 Littleneck Road, Virginia Beach, VA 23452	Yerry Balenzuela Y&M Gutter Company, LLC	757-694-4500
Washington	624 Bryden Avenue Lewiston, ID 83501	Shaun Borden Rex Borden	561-444-5307 206-261-4377

© 2019, The Internicola Law Firm, P.C.

FRANCHISE DISCLOSURE DOCUMENT
EXHIBIT G
LIST OF FRANCHISEES THAT HAVE LEFT THE SYSTEM

There is not data to report in Exhibit G.

© 2019, The Internicola Law Firm, P.C.

FRANCHISE DISCLOSURE DOCUMENT
EXHIBIT H
STATE SPECIFIC ADDENDUM

CALIFORNIA DISCLOSURE ADDENDUM

The Brothers Franchising, Corp. Franchise Disclosure Document

a. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

b. The franchisor, any person or franchise broker in Item 2 of the FDD is not 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 provide rights to the franchisee concerning termination 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 covenant not to compete, which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

f. The Franchise Agreement requires litigation to be conducted in a court located within the State of New York and not the State of California. This provision might not be enforceable for any cause of action arising under California law.

g. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professional 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.

h. The franchise agreement requires application of the laws of the State of New York. This provision may not be enforceable under California law.

i. 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.

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).

k. 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.

l. ITEM 6: The highest interest rate allowed by law in the State of California is ten (10%) percent.

m. ITEM 17: California Business and Professions Code Sections 2000 to 20043 provide rights to the franchisee concerning termination or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.

n. The following URL address is for the franchisor's website: www.brothersgutters.com.

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF CORPORATIONS. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF CORPORATIONS AT www.corp.ca.gov.

CONNECTICUT DISCLOSURE ADDENDUM
The Brothers Franchising, Corp. Franchise Disclosure Document

AMENDMENT OF FDD DISCLOSURES:

Item 3, "Litigation", Item 3 is hereby supplemented by the addition of the following statements incorporated at the beginning of the Item 3:

a. Neither the Franchisor nor any person identified in Items 1 or 2 above has any administrative, criminal or material civil action (or a significant number of civil actions irrespective of materiality) pending against him alleging a violation of any franchise law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, business opportunity law, securities law, misappropriation of property or comparable allegations.

b. Neither the Franchisor nor any other person identified in Items 1 or 2 above has during the ten (10) year period immediately preceding the date of this Disclosure Document, been convicted of a felony or pleaded nolo contendere to a felony charge or been held liable in any civil action by final judgment, or been the subject of any material complaint or other legal proceeding where a felony, civil action, complaint or other legal proceeding involved violation of any franchise law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, business opportunity law, securities law, misappropriation of property or comparable allegations or which was brought by a present or former purchaser-investor or which involves or involved the business opportunity relationship.

c. Neither the Franchisor nor any person identified in Items 1 or 2 above is subject to any currently effective injunctive or restrictive order or decree relating to the franchise, or under any federal, state or Canadian franchise, securities, business opportunity, antitrust, trade regulation or trade practice law as a result of concluded or pending action or proceeding brought by a public agency, or is a party to a proceeding currently pending in which an order is sought, relating to or affecting business opportunity activities or the seller-purchaser-investor relationship, or involving fraud, including but not limited to, a violation of any business opportunity law, franchise law, securities law or unfair or deceptive practices law, embezzlement, fraudulent conversion, misappropriation of property or restraint of trade.

d. Neither Company nor any person identified in ITEM 2 above 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) suspending or expelling these persons from membership in the association or exchange.

Item 4, "Bankruptcy", Item 4 is hereby supplemented by the addition of the following statements incorporated at the beginning of the Item 4:

> No entity or person listed in Items 1 and 2 of this Disclosure Document has, at any time during the previous ten (10) fiscal years (a) filed for bankruptcy protection, (b) been adjudged bankrupt, (c) been reorganized due to insolvency, or (d) been a principal, director, executive officer or partner of any other person that has so filed or was adjudged or reorganized, during or within one year after the period that the person held a position with the other person.

HAWAII DISCLOSURE ADDENDUM
The Brothers Franchising, Corp. Franchise Disclosure Document

ADDITION TO EXHIBIT "I" FDD RECEIPT

The Receipt for this Disclosure Document (Exhibit "I") is supplemented to add the following:

1. THIS FRANCHISE 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.

2. 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 BEFORE THE EXECUTION BY THE PROSPECTIVE FRANCHISEE, OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS BEFORE 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.

3. THIS DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT AND 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.

ILLINOIS DISCLOSURE ADDENDUM
The Brothers Franchising, Corp. Franchise Disclosure Document

DISCLOSURE REQUIRED BY THE STATE OF ILLINOIS

ILLINOIS ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT

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.

INDIANA DISCLOSURE ADDENDUM
The Brothers Franchising, Corp. Franchise Disclosure Document

AMENDMENT OF FDD DISCLOSURES:

a. Item 8, "Restrictions on Sources of Products and Services", Item 8 is hereby amended and supplemented by the addition of the following disclosure:

> Under Indiana Code Section 23-2-2.7-1(4), the franchisor will not obtain money, goods, services, or any other benefit from any other person with whom the franchisee does business, on account of, or in relation to, the transaction between the franchisee and the other person, other than for compensation for services rendered by the franchisor, unless the benefit is promptly accounted for, and transmitted by the franchisee.

b. Item 6, "Other Fees" and Item 9, "Franchisee's Obligations", are hereby amended and supplemented, as follows:

> The franchisee will not be required to indemnify franchisor for any liability imposed upon franchisor as a result of franchisee's reliance upon or use of procedures or products that were required by franchisor, if the procedures or products were utilized by franchisee in the manner required by franchisor.

c. Item 17, "Renewal, Termination, Transfer and Dispute Resolution;" Item 17 is hereby amended and supplemented, as follows:

- Indiana Code 23-2-2.7-1(7) makes unlawful unilateral termination of a franchise unless there is a material violation of the Franchise Agreement and termination is not in bad faith.

- Indiana Code 23-2-2.7-1(5) prohibits a prospective general release of claims subject to the Indiana Deceptive Franchise Practices Law.

- ITEM 17(r) is amended subject to Indiana Code 23-2-2.7-1(9) to provide that the post-term non-competition covenant shall have a geographical limitation of the territory granted to Franchisee.

- ITEM 17(v) is amended to provide that Franchisees will be permitted to commence litigation in Indiana for any cause of action under Indiana Law.

- ITEM 17(w) is amended to provide that in the event of a conflict of law, Indiana Law governs any cause of action that arises under the Indiana Disclosure Law or the Indiana Deceptive Franchise Practices Act.

MARYLAND DISCLOSURE ADDENDUM
The Brothers Franchising, Corp. Franchise Disclosure Document

AMENDMENT OF FDD DISCLOSURES:

Item 17, "Renewal, Termination, Transfer and Dispute Resolution," Item 17 is hereby amended and supplemented, as follows:

(a) The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

(b) A Franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

(c) Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

(d) In the event of a conflict of laws if required by the Maryland Franchise Registration and Disclosure Law, Maryland law shall prevail.

(e) The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, et seq.).

MICHIGAN DISCLOSURE ADDENDUM
The Brothers Franchising, Corp. Franchise Disclosure Document

AMENDMENT OF FDD DISCLOSURES:

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

i) A prohibition of your right to join an association of Franchisees.

ii) A requirement that you assent to a release, assignment, novation, waiver or estoppel that deprives you of rights and protections provided in this act. This shall not preclude you, after entering into a Franchise Agreement, from settling any and all claims.

iii) A provision that permits us to terminate a franchise before the expiration of this term except for good cause. Good cause shall include your failure to comply with any lawful provision of the Franchise Agreement and to cure the failure after being given written notice of the failure and a reasonable opportunity, which in no event need be more than 30 days, to cure the failure.

iv) A provision that permits us to refuse to renew a franchise without fairly compensating you by repurchase or other means for the fair market value at the time of expiration of your inventory, supplies, equipment, fixtures and furnishings. Personalized materials that have no value to us 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: (a) the term of the franchise is less than 5 years, and (b) you are prohibited by the franchise agreement 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 you do not receive at least 6 months advance notice of our intent not to renew the franchise.

v) A provision that permits us to refuse to renew a franchise on terms generally available to other Franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

- A provision requiring that litigation be conducted outside this state. This shall not preclude you from entering into an agreement, at the time of litigation, to conduct litigation at a location outside this state.

- A provision that permits us to refuse to permit a transfer of ownership of a franchise, except for good cause. The subdivision does not prevent us from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

  - The failure of the proposed transferee to meet our then-current reasonable qualifications or standards.

  - The fact that the proposed transferee is our or Sub-franchisor's competitor.

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

- Your or proposed transferee's failure to pay us any sums or to cure any default in the Franchise Agreement existing at the time of the proposed transfer.

- A provision that requires you to resell to us items that are not uniquely identified with us. This subdivision does not prohibit a provision that grants us 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 us the right to acquire the assets of a franchise for the market or appraised value and has failed to cure the breach in the manner provided in ITEM 17 (g).

- A provision that permits us to directly or indirectly convey, assign or otherwise transfer our obligations to fulfill contractual obligations to you unless a provision has been made for providing the required contractual services.

b. If our most recent financial statements are unaudited and show a net worth of less than $100,000.00, you may request that we arrange for the escrow of initial investment and other funds you paid until our obligations, if any, to provide real estate, improvements, equipment, inventory, training or other items included in the franchise offering are fulfilled. At our option, a surety bond may be provided in place of escrow.

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

d. Any questions regarding this notice should be directed to: State of Michigan, Consumer Protection Division, Attention: Franchise Bureau, 670 Law Building, Lansing, MI 48913; telephone number (517) 373-3800.

MINNESOTA DISCLOSURE ADDENDUM
The Brothers Franchising, Corp. Franchise Disclosure Document

ADDITIONAL RISK FACTORS:

1. 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.

2. 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.

AMENDMENT OF FDD DISCLOSURES:

a. Item 6, "NSF Check Fee / Failed Electronic Fund Transfer, Item 6 is hereby supplemented and amended by the inclusion of the following notice:

> Charges for not sufficient funds are governed by Minnesota Statute 604.113, which puts a cap of $30 on service charges.

b. Item 13, "Trademarks", Item 13 is hereby supplemented and amended by the inclusion of the following:

> As required by the Minnesota Franchise Act, Minn. Stat. Sec. 80C.12(g), we will reimburse you for any costs incurred by you in the defense of your right to use the marks, so long as you were using the marks in the manner authorized by us, and so long as we are timely notified of the claim and given the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.

c. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," Item 17 is hereby amended and supplemented, as follows:

- With respect to franchises governed by Minnesota law, we 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 of non-renewal of the Agreement.

- ITEM 17 shall not provide for a prospective general release of claims against us that may be subject to the Minnesota Franchise Law. Minn. Rule 2860.4400D prohibits a franchisor from requiring a franchisee to assent to a general release.

- Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or 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.

- Minn. Rule 2860.4400J, among other things, prohibits us from (a) requiring you to waive your right to a trial by jury, and (b) requiring you to consent to injunctive relief. Nothing in the Disclosure Document or the Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Rule 2860.4400J, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

NEW YORK DISCLOSURE ADDENDUM
The Brothers Franchising, Corp. Franchise Disclosure Document

ADDITIONAL RISK FACTORS

The FDD Cover page is amended to add the following risk factors:

1. 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 DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 120 BROADWAY, 23RD FLOOR, NEW YORK, NEW YORK 10271.

2. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE PROSPECTUS. 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 PROSPECTUS.

AMENDMENT OF FDD DISCLOSURES:

In recognition of the requirements of the New York General Business Law, Article 33, Sections 680 through 695, and of the regulations promulgated thereunder (N.Y. Comp. Code R. & Regs. tit. 13, §§200.1 through 201.16), the Franchise Disclosure Document for The Brothers Franchising, Corp. for use in the State of New York shall be amended as follows:

a. Item 3, "Litigation", Item 3 is hereby supplemented by the addition of the following statements incorporated at the beginning of the Item 3:

> Except as described below, neither we, nor any of our predecessors, nor any person identified in Item 2 above, nor any affiliate offering franchises or licenses under our trademark, 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.
>
> Except as described below, neither we, nor any of our predecessors, nor any person identified in Item 2 above, nor any affiliate offering franchises or licenses under our trademark, has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ten-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.

Except as described below, neither we, nor any of our predecessors, nor any person identified in Item 2 above, nor any affiliate offering franchises or licenses under our trademark, 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.

Accordingly, other than the actions described below, no litigation is required to be disclosed in this Disclosure Document.

b. Item 4, "Bankruptcy", Item 4 is hereby supplemented by the addition of the following statements incorporated at the beginning of the Item 4:

Neither we, nor our predecessor or affiliate, nor any of our or their officers or general partners, during the 10 year period immediately before the date of the Disclosure Document: (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 the officer or general partner of the franchisor held this position in the company or partnership.

c. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," Item 17 is hereby amended by deleting "d", "j", "w" and the following new "d", "j", "w" shall be substituted in lieu thereof in Item 17:

Provision	Section in Franchise or other Agreement	Summary
d. Termination by franchisee	Article 16.B	Material default by us and compliance with post-termination obligations. Pursuant to New York General Business Law, the franchisee may terminate the Franchise Agreement upon any grounds available by law. No general release shall be required as a condition of renewal, termination and/or transfer that is intended to exclude claims arising under the New York General Business Law, Article 3, Sections 687.4 and 687.5.
j. Assignment of contract by us	Article 15.A	No restriction on our right to assign so long as assignee: (i) is financially responsible; (ii) capable of performing under the Franchise Agreement; and (iii)

		expressly assumes obligations under the Franchise Agreement. No assignment will be made except to an assignee who, in Franchisor's judgment, is willing and able to assume the Franchisor's obligations under the Franchise Agreement.
w. Choice of law	Article 19.F	New York law applies. The foregoing choice of law should not be considered as a waiver of any right conferred upon the franchisor or the franchisee by the General Business Law of the State of New York, Article 33.

d. Item 17(b), "Termination by Franchisee," Item 17(b), is supplemented to add the following statement to Item 17(b):

> No general release shall be required as a condition of renewal, termination and/or transfer that is intended to exclude claims arising under the New York General Business Law, Article 3, Sections 687.4 and 687.5.

e. Item 5, "Initial Fees," Item 5 is supplemented to add the following statement to Item 5:

> The Franchise Fee may be used to defray franchisor's costs in obtaining and screening franchisees, providing training, training materials and assisting in opening the franchised business.

f. Item 6, "Other Fees" and Item 11, "Franchisor's Assistance, Advertising, Computer Systems and Training", Items 6 and 11 of the Disclosure Document are amended to add the following:

> The franchisee will not be required to indemnify franchisor for any liability imposed on franchisor as a result of franchisee's reliance upon or use of procedures or products that were required by franchisor, if the procedures or products were utilized by franchisee in the manner required by franchisor.

g. There are circumstances in which an offering made by us would not fall within the scope of the New York General Business Law, Article 33, such as when the offer and acceptance occurred outside the state of New York. However, an offer or sale is deemed made in New York if the franchisee is domiciled in New York or the franchise will be opened in New York. We are required to furnish a New York prospectus to every prospective franchisee who is protected under the New York General Business Law, Article 33.

h. Franchisor represents that this Disclosure Document does not knowingly omit anything or contain any untrue statements of a material fact.

NORTH DAKOTA DISCLOSURE ADDENDUM
The Brothers Franchising, Corp. Franchise Disclosure Document

AMENDMENT OF FDD DISCLOSURES:

a. Item 5, "Initial fees", is hereby amended and supplemented, as follows:

Refund and cancellation provisions will be inapplicable to franchises operating under North Dakota Law, North Dakota Century Code Annotated Chapter 51-19, Sections 51-19-01 through 51-19-17. If franchisor elects to cancel this Franchise Agreement, franchisor will be entitled to a reasonable fee for its evaluation of you and related preparatory work performed and expenses actually incurred.

b. Item 6, "Other Fees", is hereby amended and supplemented, as follows:

No consent to termination or liquidated damages shall be required from franchisees in the State of North Dakota.

c. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," Item 17 is hereby amended and supplemented, as follows:

- Any provision requiring a franchisee to sign a general release upon renewal of the franchise agreement has been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

- Any provision requiring a franchisee to consent to termination or liquidation damages has been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

- Covenants restricting competition contrary to Section 9-08-06 of the North Dakota Century Code, without further disclosing that such covenants may be subject to this statute, are unfair, unjust and inequitable. Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota.

- Any provision in the Franchise Agreement requiring a franchisee to agree to the arbitration or mediation of disputes at a location that is remote from the site of the franchisee's business has been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The site of arbitration or mediation must be agreeable to all parties and may not be remote from the franchisee's place of business.

- Any provision in the Franchise Agreement which designates jurisdiction or venue or requires the franchisee to agree to jurisdiction or venue in a forum outside of North Dakota is void with respect to any cause of action which is otherwise enforceable in North Dakota.

- Apart from civil liability as set forth in Section 51-19-12 of the N.D.C.C., which is limited to violations of the North Dakota Franchise Investment Law (registration and fraud), the liability of the franchisor to a franchisee is based largely on contract law. Despite the fact that those provisions are not contained in the franchise investment law, those provisions

contain substantive rights intended to be afforded to North Dakota residents and it is unfair to franchise investors to require them to waive their rights under North Dakota Law.

- Any provision in the Franchise Agreement requiring that the Franchise Agreement be construed according to the laws of a state other than North Dakota are unfair, unjust or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

- Any provision in the Franchise Agreement which requires a franchisee to waive his or her right to a jury trial has been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

RHODE ISLAND DISCLOSURE ADDENDUM
The Brothers Franchising, Corp. Franchise Disclosure Document

AMENDMENT OF FDD DISCLOSURES:

Item 17, "Renewal, Termination, Transfer and Dispute Resolution," Item 17 is hereby amended and supplemented, as follows:

The Rhode Island Franchise Investment Act, R.I. Gen. Law Ch. 395 Sec. 19-28.1-14 provides that a provision in a Franchise Agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under the Rhode Island Franchise Investment Act.

Any general release as a condition of renewal, termination or transfer will be void with respect to claims under the Rhode Island Franchise Investment Act.

VIRGINIA DISCLOSURE ADDENDUM

The Brothers Franchising, Corp. Franchise Disclosure Document

Item 17, "Renewal, Termination, Transfer and Dispute Resolution," Item 17.h. is hereby amended and supplemented, as follows:

> Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in The Brothers that just do Gutters franchise agreement do not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

WASHINGTON STATE DISCLOSURE ADDENDUM

The Brothers Franchising, Corp. Franchise Disclosure Document

AMENDMENT OF FDD DISCLOSURES:

Item 17, "Renewal, Termination, Transfer and Dispute Resolution," Item 17 is hereby amended and supplemented, as follows:

(a) In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

(b) A general release or waiver of rights signed by you will not include rights under the Washington Franchise Investment Protection Act.

(c) Provisions that unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act including the right to a jury trial may not be enforceable.

(d) Transfer fees are collectable if they reflect our reasonable estimated or actual costs in effecting a transfer.

(e) The Franchise Agreement requires any litigation to be conducted in a state other than Washington; the requirement shall not limit any rights Franchisee may have under the Washington Franchise Investment Protection Act to bring suit in the State of Washington.

(f) The state of Washington has a statue, RCW 19.100.180 which 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.

(g) In any arbitration involving a franchise purchased in Washington, or in a place mutually agreed upon at the time of arbitration, or as determined by the arbitrator.

WISCONSIN DISCLOSURE ADDENDUM
The Brothers Franchising, Corp. Franchise Disclosure Document

Item 17, "Renewal, Termination, Transfer and Dispute Resolution," Item 17 is hereby amended and supplemented, as follows:

The Wisconsin Fair Dealership Law Title XIV-A Ch. 135, Section 135.01-135.07 may affect the termination provision of the Franchise Agreement.

STATE SPECIFIC AMENDMENTS TO FRANCHISE AGREEMENT

HAWAII STATE
FRANCHISE AGREEMENT AMENDMENT
TO BROTHERS THAT JUST DO GUTTERS FRANCHISE AGREEMENT

In recognition of the requirements of the Hawaii Franchise Investment Law, the parties to the attached The Brothers Franchising, Corp. Franchise Agreement (the "Agreement") agree as follows:

1. Under Article 15.C of the Agreement, under the heading "Conditions for Approval of Transfer," the subarticle 15.C(6) shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in lieu thereof:

> (6) The transferor and its Owners must execute a general release in a form satisfactory to Franchisor, releasing Franchisor, Franchisor's affiliates and past and present officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees, of any and all claims against Franchisor for matters arising on or before the effective date of the Transfer; provided, however, that all rights enjoyed by Franchisee and any causes of action arising in Franchisee's favor from the provisions of the Hawaii Franchise Investment Law, shall remain in force; it being the intent of this provision that the non-waiver provisions of the Hawaii Franchise Investment Law be satisfied; and
>
> The Hawaii Franchise Investment Law provides rights to the franchisee concerning non-renewal, termination and transfer of the Franchise Agreement. If this subarticle contains a provision that is inconsistent with the Hawaii Franchise Investment Law, the Hawaii Franchise Investment Law will control.

2. Under Article 16.D of the Agreement, under the heading "Conditions for Renewal," the subarticle 16.D(5) shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in lieu thereof:

> (5) Franchisee and the Owners must execute the general release, attached hereto as Exhibit "6" releasing Franchisor, its affiliates and their respective officers, directors, shareholders, partners, agents, representatives, independent contractors, servants, employees, successors and assigns from any and all claims, including, without limitation, claims arising under this Agreement under federal, state or local laws, rules, regulations, or orders - If precluded by law from giving a general release, Franchisee shall execute an estoppel statement -; provided, however, that all rights enjoyed by Franchisee and any causes of action arising in Franchisee's favor from the provisions of the Hawaii Franchise Investment Law, shall remain in force; it being the intent of this provision that the non-waiver provisions of the Hawaii Franchise Investment Law be satisfied; and
>
> The Hawaii Franchise Investment Law provides rights to the franchisee concerning non-renewal, termination and transfer of the Franchise Agreement. If this subarticle contains a provision that is inconsistent with the Hawaii Franchise Investment Law, the Hawaii Franchise Investment Law will control.

3. Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Hawaii Franchise Investment Law are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Hawaii State amendment to the The Brothers Franchising, Corp. Franchise Agreement on the same date as the Franchise Agreement was executed.

Franchisor:
The Brothers Franchising Corp.

By: _____

_____
Title

Franchisee:

_____
Franchisee Signature

_____
Name (please print)

_____
Franchisee Signature

_____
Name (please print)

ILLINOIS STATE
FRANCHISE AGREEMENT AMENDMENT
TO BROTHERS THAT JUST DO GUTTERS FRANCHISE AGREEMENT

In recognition of the requirements of the Illinois Franchise Disclosure Act, 815 ILCS 705/1 to 705/45, and Ill. Admin. Code tit. 15, §200.100 et seq., the parties to the attached The Brothers Franchising, Corp. Franchise Agreement (the "Agreement") agree as follows:

1. Under Article 15.C of the Agreement, under the heading "Conditions for Approval of Transfer," the subarticle 15.C(6) shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in lieu thereof:

> In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provisions purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act of any other law of Illinois is void.

2. Under Article 16.D of the Agreement, under the heading "Conditions for Renewal," the subarticle 16.D(5) shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in lieu thereof:

> Franchisees' rights upon termination and non-renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

3. Article 19.F. of the Agreement, under the heading "Governing Law", shall be amended by the addition of the following statement added to the end of the last sentence of Article 19.F.:

> Illinois law governs the franchise agreement.

4. Article 19.G. of the Agreement, under the heading "Exclusive Jurisdiction", shall be amended by the addition of the following statement added to the end of the last sentence of Article 19.G.:

> In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designated jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

5. Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Illinois Franchise Disclosure Act (815 ILCS 705/1 to 705/45) are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Illinois amendment to the

The Brothers Franchising, Corp. Franchise Agreement on the same date as the Franchise Agreement was executed.

The Brothers Franchising Corp. **Franchisee:**

By: _____

_____
Franchisee Signature

_____
Title

_____
Name (please print)

_____
Franchisee Signature

_____
Name (please print)

MARYLAND STATE
FRANCHISE AGREEMENT AMENDMENT
TO BROTHERS THAT JUST DO GUTTERS FRANCHISE AGREEMENT

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, the parties to the attached The Brothers Franchising, Corp. Franchise Agreement (the "Agreement") agree as follows:

1. Under Article 15.C of the Agreement, under the heading "Conditions for Approval of Transfer," the subarticle 15.C(6) shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in lieu thereof:

> (6) The transferor and its Owners must execute a general release in a form satisfactory to Franchisor, releasing Franchisor, Franchisor's affiliates and past and present officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees, of any and all claims against Franchisor for matters arising on or before the effective date of the Transfer; provided, however, that all rights and causes of action arising in favor of Franchisee from the provisions of the Maryland Franchise Registration and Disclosure Law and the regulations issued thereunder, shall remain in force; it being the intent of this provision that the non-waiver provisions of the Maryland Franchise Registration and Disclosure Law be satisfied.

2. Under Article 16.D of the Agreement, under the heading "Conditions for Renewal," the subarticle 16.D(5) shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in lieu thereof:

> (5) Franchisee and the Owners must execute the general release, attached hereto as Exhibit "6" releasing Franchisor, its affiliates and their respective officers, directors, shareholders, partners, agents, representatives, independent contractors, servants, employees, successors and assigns from any and all claims, including, without limitation, claims arising under this Agreement under federal, state or local laws, rules, regulations, or orders - If precluded by law from giving a general release, Franchisee shall execute an estoppel statement -; provided, however, that all rights and causes of action arising in favor of Franchisee from the provisions of the Maryland Franchise Registration and Disclosure Law and the regulations issued thereunder, shall remain in force; it being the intent of this provision that the non-waiver provisions of the Maryland Franchise Registration and Disclosure Law be satisfied.

3. Article 19.G. of the Agreement, under the heading "Exclusive Jurisdiction," shall be amended by the addition of the following statement added to Article 19.G.:

> A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

4. Article 19.I. of the Agreement, under the heading "Limitations of Claims," shall be amended by the addition of the following statement added to Article 19.I.:

> Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

5. All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability 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.

6. Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Maryland amendment to the The Brothers Franchising, Corp. Franchise Agreement on the same date as the Franchise Agreement was executed.

The Brothers Franchising Corp.	**Franchisee:**
By: _____	_____
	Franchisee Signature
_____	_____
Title	Name (please print)
Address:	Address:
_____	_____
_____	_____

MINNESOTA STATE
FRANCHISE AGREEMENT AMENDMENT
TO BROTHERS THAT JUST DO GUTTERS FRANCHISE AGREEMENT

In recognition of the requirements of the Minnesota Statutes, Chapter 80C, and Minnesota Franchise Rules, Chapter 2860, the parties to the attached The Brothers Franchising, Corp. Franchise Agreement (the "Agreement") agree as follows:

1. Under Article 15.C of the Agreement, under the heading "Conditions for Approval of Transfer," the subarticle 15.C(6) shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in lieu thereof:

> (6) The transferor and its Owners must execute a general release in a form satisfactory to Franchisor, releasing Franchisor, Franchisor's affiliates and past and present officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees, of any and all claims against Franchisor for matters arising on or before the effective date of the Transfer; provided, however, that all rights enjoyed by Franchisee and any causes of action arising in Franchisee's favor from the provisions of the Minnesota Franchise Act, Minn. Stat. Section 80C.14 et seq. and Minnesota Rules 2860.4400(D), shall remain in force; it being the intent of this provision that the non-waiver provisions of the Minnesota Rules 2860.4400(D) be satisfied; and
>
> Minnesota law provides a franchisee with certain termination and non-renewal rights. Minn. Stat. Sect. 80C.14 Subdivisions 3, 4, and 5 require, except in certain specified cases, that franchisee be given one hundred eighty (180) days notice of nonrenewal of this Agreement by Franchisor.

2. Under Article 16.D of the Agreement, under the heading "Conditions for Renewal," the subarticle 16.D(5) shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in lieu thereof:

> (5) Franchisee and the Principals must execute the general release, attached hereto as Exhibit "6" releasing Franchisor, its affiliates and their respective officers, directors, shareholders, partners, agents, representatives, independent contractors, servants, employees, successors and assigns from any and all claims, including, without limitation, claims arising under this Agreement under federal, state or local laws, rules, regulations, or orders - If precluded by law from giving a general release, Franchisee shall execute an estoppel statement -; provided, however, that all rights enjoyed by Franchisee and any causes of action arising in Franchisee's favor from the provisions of the Minnesota Franchise Act, Minn. Stat. Section 80C.14 et seq. and Minnesota Rules 2860.4400(D), shall remain in force; it being the intent of this provision that the non-waiver provisions of the Minnesota Rules 2860.4400(D) be satisfied; and
>
> Minnesota law provides a franchisee with certain termination and non-renewal rights. Minn. Stat. Sect. 80C.14 Subdivisions 3, 4, and 5 require, except in certain specified cases, that franchisee be given one hundred eighty (180) days notice of nonrenewal of this Agreement by Franchisor.

3. Under Article 12 of the Agreement, under the heading "Notice of Infringement and Claims," the subarticle 12.C. shall be supplemented by the addition of the following:

> Franchisor agrees to protect Franchisee, to the extent required by the Minnesota Franchise Act, against claims of infringement or unfair competition with respect to Franchisee's use of the Marks when, in the opinion of Franchisor's counsel, Franchisee's rights warrant protection pursuant to Article 12.E. of this Agreement.

4. Under Article 15 of the Agreement, under the heading "Conditions for Approval of Transfer," the subarticle 15.C. shall be supplemented by the addition of the following:

> Franchisor shall not unreasonably withhold consent to transfer the franchise agreement.

5. Under Article 17 of the Agreement, under the heading "Termination Upon Written Notice," the subarticle 17.A.(2). shall be supplemented by the addition of the following:

> Article 17.A.(2) will not be enforced to the extent prohibited by applicable law.

6. Under Article 17 of the Agreement, under the heading "Termination After Cure Period," the subarticle 17.A.(3)(d), shall be supplemented by the addition of the following:

> Subarticle 17.A.(3)(d) will not be enforced to the extent prohibited by applicable law.

7. Under Article 17 of the Agreement, under the heading "Termination After Cure Period," the subarticle 17.A.(3) is hereby amended to replace the "30" day cure period with "60" days and the following is added:

> Minnesota law provides a franchisee with certain termination rights. Minn. Stat. Sect. 80C.14 Subdivisions 3, 4, and 5 require, except in certain specified cases, that franchisee be given ninety (90) days notice of termination (with sixty days to cure) of this Agreement.

8. Article 19.D. of the Agreement, under the heading "Specific Performance and Injunctive Relief," shall be supplemented by the addition of the following statement added to the end of the last sentence of Article 19.F.:

> ;Notwithstanding anything contained herein to the contrary, to the extent that the relationship between Franchisor and Franchisee is governed by the Minnesota Franchise Act Article 19.D. is modified such that: (a) although Franchisor may seek injunctive relief, Franchisee does not consent to injunctive relief, and (b) any determination as to the posting of, amount and/or requirement of a bond related to injunctive relief requested by Franchisor shall be determined by a court of competent jurisdiction.

8. Article 19.F. of the Agreement, under the heading "Governing Law", shall be amended by the addition of the following statement added to the end of the last sentence of Article 19.F.:

> ; except to the extent otherwise prohibited by applicable law with respect to claims arising under the Minnesota Franchise Act.

9. Article 19.G. of the Agreement, under the heading "Exclusive Jurisdiction", shall be amended by the addition of the following statement added to the end of the last sentence of Article 19.G.:

> ; except to the extent otherwise prohibited by applicable law with respect to claims arising under the Minnesota Franchise Act.

10. Article 19.K of the Agreement, under the heading "Waiver of Jury Trial", shall be supplemented by the addition of the following statement at the end of the sentence contained in Article 19.K.:

; except that nothing in this Agreement should be considered a waiver of any right conferred upon Franchisee by the Minnesota Franchise Act. and Minnesota Rule 2860.4400J.

11. Article 19.I. of the Agreement, under the heading "Limitations of Claims," shall be supplemented by the addition of the following statement:

Under the Minnesota Franchise Act, any claims between the parties must be commenced within three years of the occurrence of the facts giving rise to such claim, or such claim shall be barred.

12. Article 20 of the Agreement, under the heading "Enforcement and Construction," shall be supplemented by the addition of the following new subarticle 20.T.:

20.T Any foregoing acknowledgments are not intended to nor shall they act as a release, estoppel or waiver or any liability under the Minnesota Franchise Act.

13. Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Franchise Act are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Minnesota State amendment to the The Brothers Franchising, Corp. Franchise Agreement on the same date as the Franchise Agreement was executed.

The Brothers Franchising Corp. **Franchisee:**

By: _____

_____
Franchisee Signature

_____
Title

_____
Name (please print)

_____
Franchisee Signature

_____
Name (please print)

NEW YORK STATE
FRANCHISE AGREEMENT AMENDMENT
TO BROTHERS THAT JUST DO GUTTERS FRANCHISE AGREEMENT

In recognition of the requirements of the New York General Business Law, Article 33, Sections 680 through 695, and of the regulations promulgated thereunder (N.Y. Comp. Code R. & Regs., tit. 13, §§ 200.1 through 201.16), the parties to the attached The Brothers Franchising, Corp. Franchise Agreement (the "Agreement") agree as follows:

1. Under Article 15.C of the Agreement, under the heading "Conditions for Approval of Transfer," the subarticle 15.C(6) shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in lieu thereof:

> (6) The transferor and its Owners must execute a general release in a form satisfactory to Franchisor, releasing Franchisor, Franchisor's affiliates and past and present officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees, of any and all claims against Franchisor for matters arising on or before the effective date of the Transfer; provided, however, that all rights and causes of action arising in favor of Franchisee from the provisions of New York General Business Law Sections 680-695 and the regulations issued thereunder, shall remain in force; it being the intent of this provision that the non-waiver provisions of N.Y. Gen. Bus. Law Sections 687.4 and 687.5 be satisfied.

2. Under Article 16.D of the Agreement, under the heading "Conditions for Renewal," the subarticle 16.D(5) shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in lieu thereof:

> (5) Franchisee and the Principals must execute the general release, attached hereto as Exhibit "6" releasing Franchisor, its affiliates and their respective officers, directors, shareholders, partners, agents, representatives, independent contractors, servants, employees, successors and assigns from any and all claims, including, without limitation, claims arising under this Agreement under federal, state or local laws, rules, regulations, or orders - If precluded by law from giving a general release, Franchisee shall execute an estoppel statement -; provided, however, that all rights and causes of action arising in favor of Franchisee from the provisions of New York General Business Law Sections 680-695 and the regulations issued thereunder, shall remain in force; it being the intent of this provision that the non-waiver provisions of N.Y. Gen. Bus. Law Sections 687.4 and 687.5 be satisfied.

3. Article 20 of the Agreement, under the heading "Enforcement and Construction," shall be supplemented by the addition of the following new subarticle 20.T.:

> 20.T Nothing in this Agreement should be considered a waiver of any right conferred upon franchisee by New York General Business Law, Sections 680-695.

4. There are circumstances in which an offering made by The Brothers Franchising, Corp. would not fall within the scope of the New York General Business Law, Article 33, such as when the offer and acceptance occurred outside the state of New York. However, an offer or sale is deemed made in New York if you are domiciled in New York or the Outlet will be opening in New York. The Brothers Franchising, Corp. is required to furnish a New York prospectus to every prospective franchisee who is protected under the New York General Business Law, Article 33.

5. Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the New York General Business Law, are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties have duly executed and delivered this New York amendment to the The Brothers Franchising, Corp. Franchise Agreement on the same date as the Franchise Agreement was executed.

The Brothers Franchising Corp.

By: _____

_____
Title

Franchisee:

_____
Franchisee Signature

_____
Name (please print)

_____
Franchisee Signature

_____
Name (please print)

NORTH DAKOTA STATE
FRANCHISE AGREEMENT AMENDMENT
TO BROTHERS THAT JUST DO GUTTERS FRANCHISE AGREEMENT

Notwithstanding anything to the contrary set forth in the The Brothers that just do Gutters Franchise Agreement (the "Agreement"), the following provisions shall supersede any inconsistent provisions and apply to The Brothers that just do Gutters franchises offered and sold in the state of North Dakota:

The North Dakota Addendum is only applicable if you are a resident of North Dakota or if your The Brothers that just do Gutters outlet will be located within the State of North Dakota.

1. Article 15 of the Agreement is hereby amended by the addition of the following language:

   Provisions requiring North Dakota franchisees to sign a general release upon renewal of the franchise agreement are not enforceable in North Dakota.

2. Article 17 of the Agreement is hereby amended by the addition of the following language: Provisions requiring North Dakota Franchisees to consent to termination or liquidated damages are not enforceable in North Dakota.

3. Article 18 of the Agreement is hereby amended by the addition of the following language: Covenants not to compete such as those mentioned above are generally considered unenforceable in the state of North Dakota.

4. Article 20 of the Agreement is hereby amended by the addition of the following language: Covenants requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota may not be enforceable in North Dakota.

5. Article 20 of the Agreement is hereby amended by the addition of the following language:

   For North Dakota Franchisees, North Dakota law shall apply.

6. Article 20 of the Agreement is hereby amended by the addition of the following language: Provisions requiring a franchisee to consent to a waiver of trial by jury are not enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law.

7. Article 20 of the Agreement is hereby amended by the addition of the following language: Provisions requiring the franchisee to consent to a waiver of exemplary and punitive damages are not enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law.

8. Article 20 of the Agreement is hereby amended by the addition of the following language: Provisions requiring a franchisee to consent to a limitation of claims within one year have been determined to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Therefore, for North Dakota franchisees, the statute of limitations under North Dakota Law will apply.

Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of North Dakota Law are met independently without reference to this amendment.

The Brothers Franchising Corp. **Franchisee:**

By: _____

_____
Franchisee Signature

_____
Title

_____
Name (please print)

_____
Franchisee Signature

_____
Name (please print)

WASHINGTON STATE
FRANCHISE AGREEMENT AMENDMENT
TO BROTHERS THAT JUST DO GUTTERS FRANCHISE AGREEMENT

In recognition of the requirements of the Washington Franchise Investment Protection Act RCW 19.100.180, the parties to the attached The Brothers Franchising, Corp. Franchise Agreement (the "Agreement") agree as follows:

1. Under Article 15.C of the Agreement, under the heading "Conditions for Approval of Transfer," the subarticle 15.C(6) shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in lieu thereof:

> (6) The transferor and its Owners must execute a general release in a form satisfactory to Franchisor, releasing Franchisor, Franchisor's affiliates and past and present officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees, of any and all claims against Franchisor for matters arising on or before the effective date of the Transfer; excluding only such claims as the transferor and its Owners may have under the Washington Franchise Investment Protection Act.

2. Under Article 16.D of the Agreement, under the heading "Conditions for Renewal," the subarticle 16.D(5) shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in lieu thereof:

> (5) Franchisee and the Owners must execute the general release, attached hereto as Exhibit "6" releasing Franchisor, its affiliates and their respective officers, directors, shareholders, partners, agents, representatives, independent contractors, servants, employees, successors and assigns from any and all claims, including, without limitation, claims arising under this Agreement under federal, state or local laws, rules, regulations, or orders - If precluded by law from giving a general release, Franchisee shall execute an estoppel statement; excluding only such claims as the transferor and its Owners may have under the Washington Franchise Investment Protection Act.

3. Article 19.F. of the Agreement, under the heading "Governing Law", shall be amended by the addition of the following statement added to the end of the last sentence of Article 19.F.:

> ; except with respect to claims arising under the Washington Franchise Investment Protection Act, Chapter 19.100 RCW.

4. Article 19.G. of the Agreement, under the heading "Exclusive Jurisdiction", shall be amended by the addition of the following statement added to the end of the last sentence of Article 19.G.:

> ; except with respect to claims arising under the Washington Franchise Investment Protection Act, Chapter 19.100 RCW.

5. Article 19.K of the Agreement, under the heading "Waiver of Jury Trial", shall be supplemented by the addition of the following statement at the end of the sentence contained in Article 19.K.:

> ; except with respect to claims arising under the Washington Franchise Investment Protection Act, Chapter 19.100 RCW.

6. Article 20 of the Agreement, under the heading "Enforcement and Construction," shall be supplemented by the addition of the following new subarticle 20.T.:

> 20.T Any foregoing acknowledgments are not intended to nor shall they act as a release, estoppel or waiver of any liability under the Washington Franchise Investment Protection Act. Provisions which unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, rights or remedies under the Washington Franchise Investment Protection Act, may not be enforceable.

7. The Franchise Agreement is hereby amended to include the following provision:

> "In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail".

8. Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Washington Franchise Investment Protection Act, Chapter RCW 19.100.180, are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Washington State amendment to the The Brothers Franchising, Corp. Franchise Agreement on the same date as the Franchise Agreement was executed.

The Brothers Franchising Corp.

By: _____

_____
Title

Franchisee:

_____
Franchisee Signature

_____
Name (please print)

_____
Franchisee Signature

_____
Name (please print)

FRANCHISE DISCLOSURE DOCUMENT
EXHIBIT I
RECEIPTS

THE BROTHERS FRANCHISE CORP.

RECEIPT

This Disclosure Document summarizes certain provisions of the franchise agreement and other information in plain language. Read this Disclosure Document and all the agreements carefully.

If The Brothers Franchising Corp. 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, us or an affiliate of ours in connection with the proposed franchise sale.

New York and Rhode Island require that we give you this document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreements or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this Disclosure Document at least 10 business days before the signing of any binding franchise or other agreement, or the payment of any consideration, whichever occurs first.

If we do not deliver this Disclosure Document on time of if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the applicable state administrator identified Exhibit A of this Disclosure Document. We authorize the respective state agencies identified in Exhibit B of this Disclosure Document to receive service of process for us in the particular state.

Issuance Date of this Disclosure Document: April 11, 2019
Our sales agents for this offering are:
Name(s): Ryan Parsons and Ken Parsons
Address: 2419 Route 82, LaGrangeville, NY 12540
Telephone Number: (845) 223-6111

The following individual and/or individuals are also sales agents for this offering:

☐ [Other:] _____

I have received a disclosure document dated April 11, 2019 that contained the following Exhibits:

A. List of State Administrators
B. List of Agents for Service of Process
C. Operations Manual Table of Contents
D. Financial Statements
E. Franchise Agreement
F. List of Franchisees
G. Franchisees Who Have Left the System
H. State Specific Addendum
I. Receipts

PROSPECTIVE FRANCHISEE:

_____ DATE RECEIVED (Must be Completed)

_____ Authorized Signature

_____ Name and Title (please print)

THE BROTHERS FRANCHISE CORP.

RECEIPT

This Disclosure Document summarizes certain provisions of the franchise agreement and other information in plain language. Read this Disclosure Document and all the agreements carefully.

If The Brothers Franchising Corp. 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, us or an affiliate of ours in connection with the proposed franchise sale.

New York and Rhode Island require that we give you this document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreements or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this Disclosure Document at least 10 business days before the signing of any binding franchise or other agreement, or the payment of any consideration, whichever occurs first.

If we do not deliver this Disclosure Document on time of if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the applicable state administrator identified Exhibit A of this Disclosure Document. We authorize the respective state agencies identified in Exhibit B of this Disclosure Document to receive service of process for us in the particular state.

Issuance Date of this Disclosure Document: April 11, 2019
Our sales agents for this offering are:
Name(s): Ryan Parsons and Ken Parsons
Address: 2419 Route 82, LaGrangeville, NY 12540
Telephone Number: (845) 223-6111

The following individual and/or individuals are also sales agents for this offering:
☐ [Other:] _____

I have received a disclosure document dated April 11, 2019 that contained the following Exhibits:

A. List of State Administrators
B. List of Agents for Service of Process
C. Operations Manual Table of Contents
D. Financial Statements
E. Franchise Agreement
F. List of Franchisees
G. Franchisees Who Have Left the System
H. State Specific Addendum
I. Receipts

PROSPECTIVE FRANCHISEE:

_____ _____

DATE RECEIVED (Must be Completed) Authorized Signature

_____

Name and Title (please print)