FRANCHISE DISCLOSURE DOCUMENT

Conserva Irrigation Franchisor, LLC
A Delaware Limited Liability Company
2426 Old Brick Road
Glen Allen, VA 23060
(800) 722-4668
www.conservairrigation.com
www.OutdoorLivingBrands.com

The franchise described in this disclosure document is for the operation of a CONSERVA IRRIGATION® business, which offers repair, maintenance, service, design and construction of irrigation systems for residential and commercial customers with an emphasis on water conservation (an "**Irrigation Business**").

The total investment necessary to begin operation of a CONSERVA IRRIGATION® franchise is $84,800 to $110,000. This includes $49,500 that must be paid to the franchisor or affiliate. If you acquire a territory for a CONSERVA IRRIGATION® franchise that exceeds a population of 300,000 people, then you must also pay us a fee equal to $0.165 per person in the territory in excess of 300,000 people.

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 governmental agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Scott Zide at 2426 Old Brick Road, Glen Allen, Virginia 23060, (804) 353-6999.

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure 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, D.C. 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: January 26, 2023

How to Use This Franchise Disclosure Document

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

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

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

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

2. **Mandatory Minimum Payments.** You must make minimum royalty payments and advertising payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.

3. **Spousal Liability**. Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.

4. **Sales Performance Required.** You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise and loss of your investment.

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

NOTICE REQUIRED
BY

STATE OF MICHIGAN

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

Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

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

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This will not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

(c) A provision that permits a franchisor to terminate a franchise before the expiration of its term except for good cause. Good cause will include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

(d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.

(e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

THIS MICHIGAN NOTICE APPLIES ONLY TO FRANCHISEES WHO ARE RESIDENTS OF MICHIGAN OR LOCATE THEIR FRANCHISES IN MICHIGAN.

(f) A provision requiring that arbitration or litigation be conducted outside this state. This will not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

(g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause will include, but is not limited to:

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

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

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

(iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

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

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

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

Any questions regarding this notice should be directed to the Department of Attorney General, State of Michigan, 670 Law Building, Lansing, Michigan 48913, telephone (517) 373-7117.

THIS MICHIGAN NOTICE APPLIES ONLY TO FRANCHISEES WHO ARE RESIDENTS OF MICHIGAN OR LOCATE THEIR FRANCHISES IN MICHIGAN.

TABLE OF CONTENTS

Item	PAGE
ITEM 1 THE FRANCHISOR, AND ANY PARENT, PREDECESSORS AND AFFILIATES	1
ITEM 2 BUSINESS EXPERIENCE	7
ITEM 3 LITIGATION	10
ITEM 4 BANKRUPTCY	10
ITEM 5 INITIAL FEES	11
ITEM 6 OTHER FEES	13
ITEM 7 ESTIMATED INITIAL INVESTMENT	17
ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES	19
ITEM 9 FRANCHISEE'S OBLIGATIONS	21
ITEM 10 FINANCING	22
ITEM 11 FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING	23
ITEM 12 TERRITORY	30
ITEM 13 TRADEMARKS	32
ITEM 14 PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION	34
ITEM 15 OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS	35
ITEM 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL	36
ITEM 17 RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION	36
ITEM 18 PUBLIC FIGURES	39
ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS	39
ITEM 20 OUTLETS AND FRANCHISEE INFORMATION	54
ITEM 21 FINANCIAL STATEMENTS	58
ITEM 22 CONTRACTS	59
ITEM 23 RECEIPT	59

EXHIBITS:

Exhibit A:	Financial Statements
Exhibit B:	Franchise Agreement
Exhibit C:	List of Franchisees and Franchisees Who Have Left the System
Exhibit D:	List of State Agencies and Agents for Service
Exhibit E:	State-Specific Addenda
Exhibit F:	Operating Manual Table of Contents
Exhibit G:	Acknowledgment Addendum
Exhibit H:	Promissory Note
Exhibit I:	Guarantee of Performance
Exhibit J:	State Effective Dates
Exhibit K	Receipts

ITEM 1
THE FRANCHISOR, AND ANY PARENT, PREDECESSORS AND AFFILIATES

To simplify the language in this franchise disclosure document ("**disclosure document**"), "CONSERVA IRRIGATION," "we," "us," "our" or "ourselves" means Conserva Irrigation Franchisor, LLC, the "Franchisor" and owner of the CONSERVA IRRIGATION® franchise system. "You," "your" or "yourself" means the person or entity that buys the franchise, the "Franchisee." If you are a corporation, partnership or other entity, "you" also may mean your owners.

Franchisor and Predecessors

We are a Delaware limited liability company formed on August 31, 2021. Our principal business address is 2426 Old Brick Road, Glen Allen, Virginia 23060. We conduct business under the trademark "CONSERVA IRRIGATION." Our agents for service of process are listed in Exhibit D.

We acquired the franchise assets related to the CONSERVA IRRIGATION system on September 9, 2021, as the result of a transaction between our parent company, Empower Brands, LLC, a Delaware limited liability company ("**Empower Brands**"), and our predecessor, Conserva Irrigation Franchising, LLC ("**CI LLC**"). CI LLC was the franchisor of the CONSERVA IRRIGATION system from March 2017 to September 2021 and had a principal business address of 2426 Old Brick Road, Glen Allen, Virginia 23060. CI LLC was a Delaware corporation formed on March 9, 2017. CI LLC had not conducted a business of the type that you will operate, and had not offered franchises in any other line of business other than described in this Item 1.

Our predecessors also include Underground Logistics, Inc. ("**UGLI**") and Outdoor Living Brands, Inc. ("**Outdoor Living Brands**"). UGLI and Outdoor Living Brands jointly developed the CONSERVA IRRIGATION® business concept and contributed their know-how related to such business and other assets to CI LLC in March 2017.

UGLI's principal business address is 20823 Naples Street NE, East Bethel, Minnesota 55011. UGLI has operated an Irrigation Business since April 2004 and began operating the Irrigation Business under the Conserva Irrigation mark in April 2012. UGLI has not offered franchises in any line of business.

Outdoor Living Brands' principal business address is the same as ours. Outdoor Living Brands has never operated an Irrigation Business and has never offered franchises in any other line of business other than as described below. From 2014 until 2017, Outdoor Living Brands offered royalty-free pilot licenses for Irrigation Businesses substantially similar to the franchised business offered under this disclosure document. In 2017, the existing 10 pilot licensees (collectively, "Pilot Licensees") were offered the opportunity to enter into franchise agreements. As of December 31, 2017, 9 of the Pilot Licensees had converted to franchises and one had ceased operating.

Parent and Affiliates

We are a wholly-owned subsidiary of Outdoor Living Brands Holdco, LLC ("**OLB Holdco**"), a Delaware limited liability company with a principal business address of 2426 Old Brick Road, Glen Allen, Virginia 23060. OLB Holdco is a wholly-owned subsidiary of Empower Brands. Empower Brands was formerly known as Lynx Franchising, LLC from April 2019 to January 2023, and before that was known as Premium Franchise Brands, LLC until April 2019. Empower Brands is owned by Lynx-JP Holdings, Inc., a Delaware corporation ("**Lynx-JP Holdings**"). Lynx-JP Holdings was formerly known as Jan-Pro Holdings, Inc. and is owned by MidOcean BCAT Holdings, Inc. a Delaware corporation ("**BCAT**"). BCAT is owned by Bobcat Holdings Group, LP, a Delaware limited partnership ("**Bobcat**"). Bobcat is majority

owned by MidOcean Associates V, LP ("**MidOcean**"). Empower Brands, Lynx-JP Holdings, BCAT and Bobcat each have a principal business address of 2520 Northwinds Parkway, Suite 375, Alpharetta, Georgia 30009. MidOcean has a principal business address of 245 Park Ave 38th Floor, New York, NY 10167. None of these entities has conducted a business of the type that you will operate and have not offered franchises in any line of business except as otherwise described in this Item 1.

Affiliates That Provide Services to Franchisees

Our affiliate, Lynx Franchising Intellectual Property, LLC ("**Lynx IP**"), a Delaware limited liability company with a principal business address of 2520 Northwinds Parkway, Suite 375, Alpharetta, Georgia 30009, owns all of our rights, title and interest in and to the CONSERVA IRRIGATION service mark, and other related trademarks, trade names, service marks and logos (the **"IP Assets"**), and we entered into a license agreement with Lynx IP granting us a perpetual right to use and sublicense others to use the IP Assets, including the CONSERVA IRRIGATION service mark.

OLB Supply Chain, LLC ("**OLBSC**"), a Delaware limited liability company with a principal business address of 2426 Old Brick Road, Glen Allen, Virginia 23060, sources and distributes certain products for sale to our franchisees and certain affiliates' franchisees.

The Intelligent Office, Inc. ("**TIO**"), a Colorado corporation, is a subsidiary of Empower Brands that provides after-hours phone answering services to certain affiliates' franchisees.

Empower Brands

Empower Brands is the parent company to the following franchisors, including us: Outdoor Lighting Perspectives Franchisor, LLC ("**OLP**"), Archadeck Franchisor, LLC ("**Archadeck**"), Jan-Pro Franchising International, Inc. ("**JPI**"), Jan-Pro Enterprises, LLC ("**JPE**"), The Intelligent Office System, LLC ("**IOS**"), Intelligent Office of Canada, Inc. ("**IOC**") FRSTeam, LLC ("**FRSTeam**"), and Superior Fence and Rail Franchisor, LLC ("**Superior Fence**"). OLP, Archadeck, and Superior Fence have the same principal business address as us. JPI, JPE, IOS, IOC, and FRSTeam each have a principal address of 2520 Northwinds Parkway, Suite 375, Alpharetta, Georgia 30009.

OLP is the U.S. franchisor of the OUTDOOR LIGHTING PERSPECTIVES® franchise system. OUTDOOR LIGHTING PERSPECTIVES franchises are businesses specializing in providing outdoor lighting design, automated lighting control equipment, holiday lighting design, installation services, and sales to residential and commercial customers. In September 2021, OLP became affiliated with Empower Brands through an acquisition. OLP, through its predecessor Outdoor Lighting Perspectives Franchising, Inc. ("**OLPFI**"), offered OUTDOOR LIGHTING PERSPECTIVES franchises since March 2005. As of September 30, 2022, there were 110 OUTDOOR LIGHTING PERSPECTIVE franchises, including 108 located throughout the U.S., and 2 franchisees located in Canada. OLP has not conducted a business of the type that you will operate and have not offered franchises in any other line of business other than described above.

Archadeck is the franchisor of the ARCHADECK franchise system. ARCHADECK® franchises are businesses offering certain construction sales and services of outdoor living spaces and environments. In September 2021, Archadeck became affiliated with Empower Brands through an acquisition. Archadeck, through its predecessor, Archadeck Franchising Corporation ("**AD Corp**.") had offered ARCHADECK businesses since June 1980. As of September 30, 2022, there were 70 ARCHADECK franchises (67 located throughout the United States, and 3 located in Canada). Archadeck has not conducted a business of the type that you will operate and has not offered franchises in any other line of business other than described above.

Superior Fence is the franchisor of the SUPERIOR FENCE & RAIL, INC.® franchise system. SUPERIOR FENCE & RAIL, INC.® franchises are businesses that sell, furnish and install wood, steel, aluminum and vinyl fencing and related garden products for residential and commercial customers In December 2021, Superior Fence became affiliated with Empower Brands through an acquisition. Superior Fence, through its predecessor, Superior Fence & Rail Franchising, LLC had offered SUPERIOR FENCE & RAIL, INC.® businesses since January 2017. As of September 30, 2022, there were 76 SUPERIOR FENCE & RAIL, INC.® franchises located throughout the United States. Superior Fence has not conducted a business of the type that you will operate and has not offered franchises in any other line of business other than described above.

Superior Fence and Rail of NOFL, LLC ("**Superior NOFL**") operates two company owned operations that perform fencing services under the SUPERIOR FENCE & RAIL, INC.® brand. Superior NOFL is a Delaware limited liability company, with a principal business office of 510 Superior Commerce Point, Oviedo, Florida 32765. Superior NOFL has not offered franchises in any line of business.

JPI sells "Jan-Pro" regional developer franchises that sell and support unit franchises that operate commercial cleaning businesses. JPI is a Massachusetts corporation incorporated on April 6, 1995. JPI has offered Jan-Pro commercial cleaning regional developer franchises since 1995. As of September 30, 2022, there were 103 operating regional developer franchises in the United States. JPI has not conducted a business of the type that you will operate, and has not offered franchises in any other line of business.

JPE sells and supports JAN-PRO Franchise Development country master franchises and regional franchise development franchises that sell franchises and provide support services under the JAN-PRO Cleaning & Disinfecting™ brand for the operation of janitorial and building maintenance service franchises outside of the United States. JPE, was formed as a Delaware limited liability company on February 15, 2005. JPE has offered Jan-Pro franchises outside of the United States since February 2005. As of September 30, 2022, there were eight country or international regional developer franchises operating outside of the United States. JPE has not conducted a business of the type that you will operate and has not offered franchises in any other line of business.

IOS franchises "Intelligent Office Centers" that operate progressive virtual office and communications solutions businesses, offering a range of vital business services to a mobile and non-mobile client base. In December 2018, the IOS system became affiliated with Empower Brands through an acquisition. IOS is a Colorado limited liability company formed on March 22, 1999. IOS has offered Intelligent Office franchises since April 1999. As of September 30, 2022, there were 45 franchised Intelligent Office outlets in the United States. IOS has not conducted a business of the type that you will operate and has not offered franchises in any other line of business.

TIO operates company owned Intelligent Office Centers. In December 2018, TIO became affiliated with Empower Brands through an acquisition. TIO, with a principal business address of 4450 Arapahoe Avenue, Boulder, Colorado 80303, is a Colorado corporation incorporated on April 15, 1996. TIO previously operated three company owned outlets in Colorado, but as of September 20, 2022, TIO no longer operates any company owned outlets. TIO has not conducted a business of the type that you will operate and has not offered franchises in any line of business.

IOC franchises "Intelligent Office Centers" in Canada. In December 2018, IOC became affiliated with Empower Brands through an acquisition. IOC, with a principal business address of 221 W. Esplanade, Suite 500, North Vancouver, BC V7M 3J3, is a Colorado corporation, incorporated on June 8, 2017. IOC has offered Intelligent Office franchises in Canada since September 2017. As of September 30, 2022, there were 12 franchised Intelligent Office outlets in Canada. IOC has not conducted a business of the type that you will operate and has not offered franchises in any other line of business.

FRSTeam franchises businesses that provide specialty and emergency dry cleaning and laundry services for clothing and fabrics following a residential or commercial disaster, including damage due to smoke, fire, water and mold. As an option, Franchisees may also provide electronics restoration services following similar disasters. In June 2020, FRSTeam became affiliated with Empower Brands through an acquisition. FRSTeam. FRSTeam was incorporated as a California corporation on September 30, 2005, under the name "FRSTeam Corp." FRSTeam was converted to a California limited liability company under the name "FRSTeam, LLC" on August 20, 2020. FRSTeam has offered FRSTeam franchises since March 2006. As of September 30, 2022, there were 37 franchised FRSTeam outlets in the United States. FRSTeam has not conducted a business of the type that you will operate and has not offered franchises in any other line of business.

Custom Commercial Dry Cleaners, LLC ("**CCDC**") operates company owned CCDC restoration dry cleaning and electronics restoration businesses. In June 2020, CCDC became affiliated with Empower Brands through an acquisition. CCDC, with a principal business address of 3201 A Investment Blvd., Hayward, CA 94545, was incorporated as a California corporation on May 26, 1993, under the name "Custom Commercial Dry Cleaners, Inc." CCDC was converted to a limited liability company under the name "Custom Commercial Dry Cleaners, LLC" on August 20, 2020. As of September 30, 2022, CCDC operated ten company owned outlets. CCDC has not conducted a business of the type that you will operate and has not offered franchises in any line of business.

Strategic Key Group, Inc. d/b/a The Contents Specialist ("**SKG**") operates company owned facilities that perform restoration of contents including, but not limited to, artwork, furniture, antique items, documents, firearms and housewares. In July 2021, SKG became affiliated with Empower Brands through an acquisition by CCDC. SKG, with a principal business address of 9755 Distribution Avenue, Suite B, San Diego, California 92121, was incorporated as a California Corporation on August 25, 2014. SKG has not conducted a business of the type that you will operate, and has not offered franchises in any line of business.

Other Affiliates with Franchise Programs

Through control with private equity funds managed by MidOcean Partners, a New York-based private equity firm, we are affiliated with the following franchise programs. None of these affiliates operate a CONSERVA IRRIGATION franchise.

Grease Monkey Franchising, LLC ("**GMF**"), which operates under the names Grease Monkey Franchising, LLC, Grease Monkey, and FullSpeed Automotive, is a franchisor of automotive quick lube franchises operating under the Grease Monkey® trade name and business system. GMF is a Colorado limited liability company with a principal business address of 5575 DTC Parkway, Suite 100, Greenwood Village, Colorado 80111. In January 2021, GMF became an affiliate through an acquisition. GMF has been offering Grease Monkey franchises since January 2006, and as of September 30, 2022, there were approximately 187 franchises operating in the United States and 62 international franchises. GMF has not conducted a business of the type that you will operate and has not offered franchises in any other line of business.

GMF acquired substantially all of its assets from Grease Monkey International, LLC ("**GMI**"), which was the franchisor of the Grease Monkey franchise system from approximately September 1978 through March 2006. GMI also offered franchises for Monkey Shine car wash facilities from approximately April 1998 to March 2001. GMI remains the franchisor of all Grease Monkey franchises granted before April 2006. GMI is a Delaware limited liability company with a principal business address of 5575 DTC Parkway, Suite 100, Greenwood Village, Colorado 80111. In January 2021, GMI became an affiliate

through an acquisition. As of September 30, 2022, GMI operated company-owned units under the following brand names: Grease Monkey, SpeeDee Oil and Auto, Uncle Ed's Oil, American LubeFast, Super Lube Plus, Economy Oil Change, Mobil 1 Lube Express, Excel Car Wash, Rocky Mountain Oil & Wash, Shop N Lube, Pioneer Oil and Wash, Herbert Automotive locations, Kwik Kar, and LubePro. Some of the units are a non-Grease Monkey brand but are substantially similar to the Grease Monkey franchise. GMI has not conducted a business of the type that you will operate and has not offered franchises in any other line of business.

GMI Services S de RL de CV ("**GMI Mexico**") is a subsidiary of GMI. GMI Mexico provides support services to franchisees operating in Mexico. GMI Mexico's principal business address is Calzada del Valle 255, Office 233, San Pedro Garza García, N.L., CP 66220, México. GMI Mexico has not conducted a business of the type that you will operate and has not offered franchises in any line of business.

SpeeDee Worldwide, LLC ("**SpeeDee**") is a franchisor of automotive maintenance and repair services operating under the SpeeDee® trade name and business system. SpeeDee is a subsidiary of GMI. SpeeDee is a Delaware limited liability company with a principal business address of 5575 DTC Parkway, Suite 100, Greenwood Village, Colorado 80111. In January 2021, SpeeDee became an affiliate through an acquisition. SpeeDee has been franchising since 1986, and as of September 30, 2022, there were 69 franchises operating in the United States and 29 franchises operating internationally. Until January 2017, SpeeDee also offered co-branding franchises under a separate Franchise Disclosure Document and different franchise agreement with its former parent, Midas International Corporation ("**Midas**"), for a Midas/SpeeDee co-branding shop. SpeeDee also operates 20 SpeeDee franchises in the United States which are co-branded with Midas, who is not an affiliate. SpeeDee has not conducted a business of the type that you will operate and has not offered franchises in any other line of business.

Except as described above, there are no other parents, predecessors or affiliates required to be disclosed in this Item 1.

Franchise Offered

We offer franchises for the operation of Irrigation Businesses under the "CONSERVA IRRIGATION" service mark, and other trademarks, trade names, service marks and logos we periodically designate ("**Conserva Irrigation Marks**" or "**Marks**"). An Irrigation Business offers a full offering of repair, maintenance, service, design and construction of irrigation systems for residential and commercial customers with an emphasis on water conservation. The franchise is operated under a business format per a unique system, including our valuable know-how, information, trade secrets, methods, Operations Manual, standards, designs, methods of trademark usage, copyrights, sources and specifications, confidential electronic and other communications, methods of Internet usage, marketing programs, and research and development connected with the operation and promotion of Irrigation Businesses ("**System**"). We have the right to change or otherwise modify the System at any time.

You must operate your Irrigation Business per our standard business operating practices and sign our standard franchise agreement ("**Franchise Agreement**"). A copy of our current form Franchise Agreement is attached as Exhibit B. The geographic area granted to you under the Franchise Agreement is referred to as the "**Territory**." Your Irrigation Business must offer only authorized services and products as described in the Operations Manual. We have the right to add, modify, or delete any services or products that you must offer or sell at your Irrigation Business at any time.

We offer a Franchise to those who meet our then-current standards and qualifications, in our determination. As a Franchise operator you may operate one Irrigation Business for each Franchise Agreement you sign with us.

We will grant one license to a franchisee for up to 300,000 people in a designated geographical area ("**Territory**"). We will use the most recent population and demographic information available in the U.S. Census Data, or other population statistical sources of our choosing to determine populations. We have the right to change, modify, or delete the population limits or any other demographic factors considered when granting Territories. If you are granted a Territory with more than 300,000 people, then you will be required to pay an additional fee, as disclosed more fully in Item 5, for each individual in your Territory above 300,000.

If you operate Irrigation Businesses in multiple contiguous Territories in the same market under separate Franchise Agreements, then you will be permitted sign our then-current aggregate reporting addendum (currently attached as an exhibit to the Franchise Agreement), which addresses certain overlap under the separate franchise agreements, such as being able to operate the Franchised Business from a single location or submitting one royalty report for all of your Franchised Businesses that operate from a single business location.

Regulations, Licenses and Permits

There are specific regulations pertaining to this industry and you must comply with all local, state and federal codes and regulations and all Environmental Protection Agency ("**EPA**") and other environmental regulations pertaining to the Irrigation Business. You may be required by local and state authorities to obtain certain permits, registrations, certifications or licenses to operate an Irrigation Business. You should consult with local agencies and/or your attorney. You must obtain any required licenses and permits and ensure that your employees and others providing services associated with the Irrigation Business to customers have all required licenses and permits, relating to the operation of your Irrigation Business. In the event we are required to sit on your board in order for you to obtain the requisite permits, registrations or licenses, we will not acquire any ownership or voting rights on the board. However, as a condition to sitting on your board, we will require you to use a third-party professional services organization that will be responsible for handling your payroll and to assist you with your obligations to comply with various state employment law. Once you obtain your own permits, registrations, and licenses, we will resign from your board. The federal Occupational Safety and Health Administration requires that you maintain a copy of a Material Safety Data Sheets in each van you operate. These sheets provide the basic information to protect the safety and health of you and your employees. The failure to maintain the proper licensing and permits is a material breach of the Franchise Agreement. You are responsible for complying with all applicable laws and regulations. You should research these requirements before you invest.

Market and Competition

The CONSERVA IRRIGATION® system presently focuses on serving residential and commercial customers in urban and suburban areas. You may have to compete with other businesses, including franchised operations, national chains and independently owned companies offering services similar to those in the CONSERVA IRRIGATION® business to residential and commercial customers. The market is well developed, and sales may be seasonal in some parts of the country.

ITEM 2
BUSINESS EXPERIENCE

Our Executives

Group President - Residential Brands: Thomas L. Welter

Mr. Welter has served as our Group President - Residential Brands since October 2022 in Glen Allen, Virginia. He has served as Group President of Archadeck, Conserva and OLP since October 2022, and as Group President of Superior Fence since October 2022. Prior to that, Mr. Welter served as Vice President - Northern Florida for FirstService Residential from August 2021 to October 2022 in Miramar Beach, FL. Mr. Welter served as Chief Executive Officer for Clean Streak Ventures from February 2020 to January 2021 in Altamonte Springs, Florida. From November 2017 to January 2020 Mr. Welter served as Lift Brands Chief Operating Officer in Chanhassen, MN while holding that same role globally for operations in AMEA and APAC in with offices in Canada, UK, New Zealand and Australia. Mr. Welter served as Vice President of Franchising at J.D. Byrider from March 2010 to November 2017 in Carmel, IN.

Senior Vice President of Finance and Accounting: Corey Schroeder, CFA

Mr. Schroeder has served as our Senior Vice President of Finance and Accounting since our inception in September 2021. He serves in this role for our Archadeck, Outdoor Lighting Perspectives, Conserva Irrigation franchise businesses and all related affiliates. He has served the same role for Superior Fence and its affiliates since December 2021. Prior to that, from January 2006 to September 2021, Mr. Schroeder served as the Senior Vice President, Chief Financial Officer, Director, Secretary and Treasurer of our predecessor, Outdoor Living Brands, Inc. and all its various affiliates. Mr. Schroeder's role in our predecessor's business included serving in his role for Mosquito Squad Franchising Corporation (2009 – 2018) and Renew Crew Franchise Corporation (2012 – 2020). In addition, Mr. Schroeder served as the Chief Financial Officer, Secretary, Treasurer and Director for Insurance Service Brands and its wholly owned subsidiary, National Restorations both in Richmond, Virginia from June 2010 until December 2016.

Vice President and Brand Leader – Conserva Irrigation: Russ Jundt

Mr. Jundt has served as our Vice President and Brand Leader since September 2021, and was our predecessor's Vice President from March 2017 to September 2021, and its Brand Leader from December 2018 to September 2021. Mr. Jundt also served as one of our predecessor's directors from March 2017 until December 2018. Since December 2010, Mr. Jundt has also served as the Vice President and Brand Leader of our predecessor, UGLI, in Ham Lake, Minnesota. Since November 2014 Mr. Jundt has been the Chief Operating Officer and co-owner of Minnesota Outdoor Lighting, Inc., dba Outdoor Lighting Perspectives of Minneapolis (and St. Paul since October 2017). Since February 2006, Mr. Jundt has also been the Chief Operating Officer and an owner of Ugli Guys, Inc., a Mosquito Squad franchisee, in Ham Lake, Minnesota.

Franchise Support Consultant and Systems Analyst: Matt Jones

Mr. Jones has served as a Franchise Support Consultant and Systems Analyst since May 2022. Prior to joining us, Mr. Jones served as the CVA Regional Irrigation Manager at Ruppert Landscape from August 2012 to April 2022. Prior to that, Mr. Jones was the Irrigation Manager for Trugreen Landcare from May 2006 to July 2012

Director of Field Operations: Jake Mathre

Mr. Mathre has served as our Director of Franchise Operations since September 2021. Mr. Mathre had been the Director of Field Operations, for our predecessor from March 2017 to September 2021. Since April 2011, Mr. Mathre has also been the Operations Manager for our predecessor, UGLI, in Ham Lake, Minnesota. Since November 2014 Mr. Mathre has been a co-owner of Minnesota Outdoor Lighting, Inc., dba Outdoor Lighting Perspectives of Minneapolis (and St. Paul since October 2017).

Franchise Support Consultant: Jay Gray

Mr. Gray has served as a Franchise Support Consultant since September 2021 and held that same role for our predecessor from January 2018 to September 2021. Prior to joining us, Mr. Gray managed the Roanoke, Virginia branch of John Deer Landscapes/SiteOne from August 2014 through January 2016.

Franchise Support Consultant: Craig Undeck

Mr. Undeck has served as a Franchise Support Consultant since September 2021 and held the same role for our predecessor from March 2021 to September 2021. Prior to joining us, Mr. Undeck was the General Manager for Conserva Irrigation of Orlando from November 2018 to March 2021 in Orlando, Florida. He also was the Regional Irrigation Manager for Down To Earth Landscape Services, Mt. Dora, Florida, from 2017 to 2018 and for Brightview / Valleycrest Landscape Services from 2013 to 2017 in Orlando, Florida.

Franchise Support Consultant: Erich Kolb

Mr. Kolb has served as a Franchise Support Consultant since November 2022. Prior to joining us, Mr. Kolb operated Seagreen Lawn Care and Irrigation in North Myrtle Beach, SC since 2016. Erich was the owner of Triangle Green Scene, Inc. in Raleigh, NC from 1995 to 2016.

Brand Marketing Manager: Lara Omick

Ms. Omick has served as our Brand Marketing Manager since September 2021 and held that same role for our predecessor from November 2018 to September 2021. From November 2018 to January 2020, she also served as the Brand Marketing Manager for Renew Crew Franchise Corporation in Richmond, Virginia. Prior to joining us, Ms. Omick served as Marketing Project Manager for Estes Express Lines from December 2015 to November 2018 in Richmond, Virginia.

Director of Marketing: Jane Campbell

Ms. Campbell has served as our Director of Marketing since December 2021. Ms. Campbell has also served as the Director of Marketing for Archadeck, Conserva, and Superior Fence since December 2021. Prior to that, Ms. Campbell served as our Digital Marketing Manager from September 2021 to December 2021 and held that same role for our predecessor from March 2017 to September 2021. Ms. Campbell also served as the Digital Marketing Manager for Archadeck, OLP, and Superior Fence from September 2021 to December 2021, and held that role for Archadeck's and OLP's predecessors from February 2010 to September 2021. Ms. Campbell served as Business Relationship Manager and Inbound Marketing Manager for Renew Crew Franchising Corporation from January 2009 to January 2020. Ms. Campbell also served as Business Relationship Manager and Inbound Marketing Manager for Mosquito Squad Franchising Corporation from January 2009 to December 2018.

Digital Marketing Manager: Annena Ellis

Ms. Ellis has served as our Digital Marketing Manager since December 2021. Ms. Ellis also has served as the Digital Marketing Manager for OLP, Archadeck, and Superior Fence since December 2021. Prior to that, Ms. Ellis served as our Digital Marketing Consultant from September 2021 to December 2021 and held that same role for our predecessor from April 2018 to September 2021. Ms. Ellis also served as the Digital Marketing Consultant for OLP, Archadeck, and Superior Fence from September 2021 to December 2021, and held that role for OLP's and Archadeck's predecessors from April 2018 until September 2021. Prior to joining the Outdoor Living Brands team, she was a Digital Marketing Specialist at StyleCraftHomes from June 2016 to April 2018 in Richmond, Virginia.

Creative Director: Steve Nguyen

Mr. Nguyen has served as our Creative Director since September 2021 and held that same role for our predecessor from October 2019 to September 2021. Mr. Nguyen also has served as the Creative Director of Archadeck and OLP since September 2021 and held that role for their predecessors from October 2019 until September 2021. Mr. Nguyen also has served as the Creative Director of Superior Fence since September 2021. Prior to his current position, he has been with the Outdoor Living Brands team since February 2009 serving as Senior Graphic Designer.

Franchise Technology Solutions Manager: Erich Johnston

Mr. Johnston has served as our Franchise Technology Solutions Manager since September 2021 and held that same role for our predecessor from April 2019 to September 2021. From July 2018 to March 2019, he was our predecessor's IT Support and Project Specialist. Mr. Johnston also has served as the Franchise Technology Solutions Manager of OLP and Archadeck since September 2021 and held that role for their predecessors from April 2019 until September 2021. Mr. Johnston also has served as the Franchise Technology Solutions Manager of Superior Fence since September 2021. Prior to joining the Outdoor Living Brands team, Mr. Johnston was the Account Manager at HindSite Software (CRM) in St. Paul, Minnesota from November 2012 through June 2018.

Our Parent's Executives

Chief Executive Officer: Scott Zide

Mr. Zide has been the Chief Executive Officer of Empower Brands since March 2022. Mr. Zide was also the President, COO and a Director of each of Archadeck, Conserva, and OLP from September 2021 to March 2022, and the COO of their predecessor, Outdoor Lighting Perspectives Holdings Corporation ("OLPHC"), from January 2007 to September 2011 and President of OLPHC from September 2010 to September 2021. Mr. Zide was also the Chief Operating Officer and a Director of Superior Fence from December 2021 to March 2022. From September 2008 to September 2021, Mr. Zide was also the COO of OLPHC's parent, Outdoor Living Brands, Inc., and served as its President from September 2010 to September 2021, in Richmond, Virginia. Mr. Zide also served as the President and Chief Operating Officer of Outdoor Living Brands Supply Corporation from December 2010 to September 2021, and OLP Commercial Services from June 2010 to September 2021, in Richmond, Virginia. Mr. Zide has owned and operated an Outdoor Lighting Perspectives® business in Richmond, Virginia since March 2014. From December 2018 to September 2021, Mr. Zide also served as President, COO, and a Director of CI LLC and as AD Corp.'s COO from September 2009 to September 2021, and as its President and a Director from September 2010 to September 2021. From February 2009 until December 2018, Mr. Zide served as Mosquito Squad Franchising Corporation's COO in Richmond, Virginia and as President and a Director from September 2010 until December 2018. From July 2012 to January 2020, Mr. Zide served as President

and Chief Operating Officer of Renew Crew Franchise Corporation in Richmond, Virginia. Mr. Zide is based in Richmond, Virginia.

Vice President and Chief Financial Officer: Michael Borreca

Mr. Borreca has been the Vice President and Chief Financial Officer of Empower Brands since March 2017. From January 2015 to February 2017, Mr. Borreca was the Vice President, Corporate Finance and Treasurer of FOCUS Brands, Inc. in Atlanta, Georgia. From December 2007 to January 2015, Mr. Borreca held various positions with KPMG, LLP in Tampa and Miami, Florida. Mr. Borreca is based in Alpharetta, Georgia.

Chief Development Officer: R. Scott Sutton

Mr. Sutton has been the Chief Development Officer of Empower Brands since December 2022. From July 2021 to December 2022, Mr. Sutton was the Chief Growth Officer of Threshold Brands, LLC in Boston, Massachusetts. From August 2010 to July 2021, Mr. Sutton was VP of Business Development at Deluxe Corporation (d/b/a Safeguard Franchise Systems) in Dallas, Texas.

Vice President, Information Technology: Andrew Forrest

Mr. Forrest has been the Vice President, Information Technology of Empower Brands since January 2018 and was the Director of Information Technology of Empower Brands from January 2017 to January 2018. From April 2016 to December 2016, Mr. Forrest was unemployed as he waited for his U.S. work permit to issue. During this time, he obtained a CAPM (Certified Associate Project Manager) certification, and a CSM (Certified Scrum Master) certification. From September 2009 to March 2016, Mr. Forrest worked for Abbey Protection Group in London, England, first as a Development Manager and then as Head of IT. Mr. Forrest is based in Alpharetta, Georgia.

Vice President, General Counsel: Sanjay B. Malhotra

Mr. Malhotra has served as Vice President, General Counsel for Empower Brands and its affiliates since August 2022. Mr. Malhotra is based in Richmond, Virginia. From June 2019 to August 2021, Mr. Malhotra was the Chief Legal Officer of Paris Baguette Bon Doux and its US and Canadian affiliates headquartered in Moonachie, New Jersey. From December 2014 to October 2018, Mr. Malhotra was the Global General Counsel of Le Pain Quotidien based in New York, NY and Brussels, Belgium.

ITEM 3
LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5
INITIAL FEES

Franchise Agreement

Initial Franchise Fee. You must pay us an Initial Franchise Fee equal to $49,500, provided that your Territory is less than 300,000 people ("**Population Limit**"). The Initial Franchise Fee is payable in full when you sign a Franchise Agreement, and except as described below, is not refundable. Other than the Initial Franchise Fee, there are no other initial fees charged to you. If your Territory is larger than the Population Limit, we reserve the right to charge you an increased Initial Franchise Fee, which will be determined on a case-by-case basis.

Additional Population Fee. If we permit you to purchase additional geographic areas for a specific Territory so that the Territory exceeds 300,000 people, then you must pay us an additional fee in an amount equal to the population in your Territory in excess of 300,000 multiplied by $0.165 (the "Additional Population Fee"). We do not anticipate granting a single Territory that exceeds 599,999 individuals. The Additional Population Fee is earned upon receipt and not refundable under any circumstances.

For example, if we permit you to purchase additional geographic areas for your Territory so that the individual Territory consists of a total population of 340,000 people, then you must pay us an Additional Population Fee equal to $6,600, for a total Initial Franchise Fee of $56,100 (which is equal to $49,500 + $6,600).

VetFran Discount. We are a member of the International Franchise Association ("**IFA**"), and support and participate in IFA's VetFran Program. If you are an honorably discharged veteran who meets our qualifications for new CONSERVA IRRIGATION® franchisees, we will discount the Initial Franchise Fee by 15%. The VetFran discount may be used only once for one Territory. The VetFran discount may applied toward the purchase of only one of the franchise concepts offered by us and our Affiliates.

Multi-Territory Discount. If you license multiple contiguous Territories from us at the same time (for which you are signing separate Franchise Agreements for each Territory), the Initial Franchise Fee that you must pay under the second and each additional Franchise Agreement will be as follows:

Number of Territories	Initial Franchise Fee Per Respective Territory	Total Initial Franchise Fees
1	$49,500	$49,500
2	$40,000	$89,500
3	$30,000	$119,500
4	$29,500	$149,000
5	$29,000	$178,000
6	$28,000	$206,000
7	$27,000	$233,000
8	$25,000	$258,000
9	$23,000	$281,000
10	$18,500	$299,500

Existing Franchisee: Additional Territory Discount. If you are an existing CONSERVA IRRIGATION® franchisee that: (a) has been an CONSERVA IRRIGATION® franchisee for at least 18 months, (b) has been operating an Irrigation Business for at least 18 consecutive months, (c) meets our qualifications for new CONSERVA IRRIGATION® franchisee, and (d) is purchasing an additional

contiguous Territory from us (for which you are signing a separate franchise agreement), we will discount the then-current franchise fee by $7,500.

Existing Franchisee: Additional Concept Discount. We and our affiliates Archadeck and OLP offer a program to reward qualified existing franchisees that purchase an additional franchise from us, Archadeck, or OLP. If you have been an Archadeck or OLP franchisee in full compliance under your Franchise Agreement for at least 2 consecutive years and you meet our qualifications for new CONSERVA IRRIGATION® franchisees, we will discount the Initial Franchise Fee by 20%.

Discount for Employees of Franchisees. We have a discount program to reward qualified employees of our franchisees who: (a) have been recommended in writing by a franchisee; (b) have been employed in good standing by a franchisee for at least 2 years; and (c) meet our qualifications for new CONSERVA IRRIGATION® franchisees. We offer a 5% discount for every year of employment over 2 years subject to a maximum discount of 50% as shown below:

Percentage Discount	Years of Consecutive Employment
10%	2
15%	3
20%	4
25%	5
30%	6
35%	7
40%	8
45%	9
50%	10 and more

Combination and Application of Discounts. The VetFran discount is the only discount that can be combined with any of our other discounts. If you qualify for the VetFran or employee discount and during the first 3 years of the term of the Franchise Agreement you: (a) fail to maintain at least a 75% interest in the franchisee entity; or (b) cause any transfer under the terms of the Franchise Agreement, then you must immediately pay us the discounted amount of the Initial Franchise Fee.

We will refund 50% of the Initial Franchise Fee within 30 days after notice of termination by us if you do not receive all applicable licenses and permits to operate your Business within 6 months after the mutual execution of the Franchise Agreement, provided that you have used all commercially reasonable efforts, as we determine in our sole discretion, to secure the applicable licenses and permits. We will notify you in writing if we decide to terminate your franchise and give you a partial refund of the Initial Franchise Fee. In addition, in limited circumstances, we may offer to finance up to 50% of your Initial Franchise Fee. There are no refunds of these fees under any other circumstances.

ITEM 6
OTHER FEES

<table>
<tr><th>Type of Fee</th><th>Amount</th><th>Due Date</th><th>Remarks</th></tr>
<tr><td>Monthly Branding Royalty (1)(3)</td><td>For a period of 24 months beginning on the Operational Start Date of your Irrigation Business (as defined in the Franchise Agreement) you must pay us a Monthly Branding Royalty based on calendar year-to-date Gross Revenue equal to:
<table><tr><th>Year-to-Date Gross Revenue</th><th>Royalty Percentage</th></tr><tr><td>$0 - $499,999</td><td>8%</td></tr><tr><td>$500,000 - $999,999</td><td>7%</td></tr><tr><td>$1,000,000 - $1,499,999</td><td>6%</td></tr><tr><td>$1,500,000+</td><td>5%</td></tr></table>
Beginning on the 24-month anniversary of the Operational Start Date, the Monthly Branding Royalty payable will be equal to the greater of: (a) the amount described in the table above based on year-to-date Gross Revenue; or (b) $1,000.</td><td>Payable by EFT monthly on or before the 10th of each month</td><td>If you operate Irrigation Businesses in multiple contiguous Territories in the same market under separate Franchise Agreements, you may aggregate your Gross Revenue from these contiguous Territories for purposes of calculating your Year-to-Date Gross Revenue in order to determine your required Royalty Percentage.</td></tr>
<tr><td>Individual Advertising Investment</td><td>Minimum $40,000 per calendar year for one Territory; minimum $60,000 if you are granted two contiguous Territories. A minimum of $20,000 for each additional contiguous territory.</td><td>Payable to third parties at times set by you</td><td>The first calendar year will begin on the Operational Start Date and end on December 31st immediately following the Operational Start Date. During the first calendar year, your Individual Advertising Investment will be prorated.

We will provide recommendations for local advertising. We have the right, but not the obligation, to collect up to the minimum required Individual Advertising Investment from you after you commence operations and administer it on marketing and advertising investments in your Territory on your behalf.</td></tr>
<tr><td>National Branding & Marketing Fee (3)</td><td>1.5% on the first $3,000,000 of Gross Revenues in any calendar year. No National Branding & Marketing Fee is due on Gross Revenues over $3,000,000 in any calendar year</td><td>Payable by EFT monthly on or before the 10th of each month</td><td>The obligation to pay the National Branding & Marketing Fee begins on the Operational Start Date of your Irrigation Business.</td></tr>
<tr><td>Digital Marketing Fee (3)</td><td>Our then-current fee, currently $300 per month</td><td>Monthly</td><td>We may increase this fee upon 30 days' prior written notice to you. We may use the fee for the development, production, publication, or distribution of digital advertisements, marketing, or promotions. See Item 11.</td></tr>
</table>

Type of Fee	Amount	Due Date	Remarks
Transfer Fee (3)(4)	$10,000 per territory	Due when franchisee sells their business	Payable before you transfer your Irrigation Business. You are also responsible for any broker charges paid in connection with the transfer.
Audit (3)	Cost of audit plus late fee of 1 1/2% interest per month on understatement	30 days after billing	Payable only if audit shows an under-statement of at least 2% of gross revenue for any month
Fee for Lost Manuals (3)	$500	Upon delivery	
Successor Franchise Fee (3)	$4,950 or 10% of the then existing initial franchise fee, whichever is greater	Upon executing the then-current successor Franchise Agreement	
Insurance (2)	At a minimum, comprehensive general liability coverage and products liability	As incurred	Insurance requirements are set forth in Section 12.1(a) of the Franchise Agreement. Insurance requirements may be changed by us, in our sole discretion
Indemnification (3)	Will vary under circumstances	As incurred	You must reimburse us if we are held liable for claims arising from your Irrigation Business
Cost of Enforcement or Defense (3)	All costs including accounting and attorneys' fees	Upon settlement or conclusion of claim or action	You must reimburse us if we are required to incur any expenses in enforcing our rights against you under the Franchise Agreement
Interest (3)	Lesser of 1 1/2% per month or highest rate of interest allowed by law	As incurred	Begins to accrue after any payments are due and unpaid
Late Report Fee (3)	$100 per violation	As incurred	Payable only if a required report or financial statement is not delivered when due
Technology Maintenance Expense (3)	The then-current cost of purchasing required hardware and software upgrades. The estimated range of costs are $0-$5,000	At time of upgrade, which may be required at any time if we determine that the existing hardware and/or software is outdated	We impose no cap or limitation on the amount of expense you may incur for hardware and software upgrades
Seminars, Conventions or Programs (3)	You must pay your expenses, conference fees, if any, as well as the expenses your Designated Business Manager and employees incur in attending these meetings. The estimated range of costs is $500-$2,500 plus materials estimated at $50	Monthly and as incurred	We reserve the right to conduct required periodic meetings of all franchisees. Currently, attendance at the annual convention is required. We may collect the annual convention fee on a monthly basis or in any other manner or frequency we determine.
Technology Fee (3)(5)	Then-current fee, which is currently $300 per month	Monthly	The Technology Fee covers one license for certain software. You must pay us or our designated third-party supplier the then-current per license monthly fee if you request additional licenses.
Fees to Evaluate an Alternative Supplier	Currently, we do not charge any fees to evaluate an alternative supplier	Before evaluation	We may charge reasonable fees in the future.

Type of Fee	Amount	Due Date	Remarks
Fees for Special Assistance	Amounts we or another Conserva Irrigation franchisee incurs to assist you in completing a job that you are unable or unwilling to complete	As incurred	
National Accounts Program	Then-current fee, currently between 3% to 6% of Gross Revenue generated from the National Accounts Program, depending upon the national account customer	As determined by us	You must participate in any national accounts program we designate and pay us any then-current fees associated with such program. As of the issuance date of this disclosure document, we are currently establishing our national accounts program. As of the issuance date of this disclosure document, we anticipate that you will be required to pay us a fee equal ranging from 3% to 6% of Gross Revenues for any national account customer serviced (in addition to the Monthly Branding Royalty). All fees related to the national accounts program are determined by us.
Supplemental or Refresher Training	Then-current fee	As incurred	Payable if we require you to attend any additional or supplemental training programs. We do not pay any travel expenses, lodging, meals, ground transportation or other personal expenses.
State License Fee	Our then-current fee, currently $150 per month	Monthly	In limited circumstances in certain states, if you do not currently meet the qualifications to obtain the required license to operate the Irrigation Business, we may allow you to operate your Irrigation Business in connection with a license that we or our affiliates own; provided that you obtain your own license within 6 months after you meet the state experience qualifications. You also may hire an individual or partner with an individual that has the required license. We may impose additional conditions if we allow you to operate in connection with our or our affiliates' license, such as engaging a third-party professional services organization.
Early Termination Fee	An amount equal to 24 times the average monthly Royalty fees payable to Franchisor over (i) the last 12 months of the Franchised Business's active operations, or (ii) the entire period the Franchised Business has been open for business, whichever is the shorter period.	Within 30 days of the early termination date	We may require you to pay us an early termination fee in the event the Franchise Agreement is terminated prior to its natural expiration date.

Notes:

(1) The term "Gross Revenue" means the total of all receipts derived from all sales of products and services in connection with your Irrigation Business, including, without limitation, labor, insurance claims for lost profits to the extent a claim is paid by the insurer, and all other products and services sold or performed by or for you or your Irrigation Business or by means of the business conducted under the Franchise Agreement, whether the receipts are evidenced by cash, credit, checks, gift certificates, scrip, coupons, services, property or other means of exchange. Gross Revenues do not include:

(i) the amount of any tax imposed by any federal, state, municipal or other governmental authority directly on sales and collected from customers, provided that the amount of any such tax is shown separately and in fact paid by you to the appropriate governmental authority; and

(ii) all customer refunds, valid discounts and coupons, and credits made by the Irrigation Business (exclusions will not include any reductions for credit card user fees, financing program fees, returned checks or reserves for bad credit or doubtful accounts).

(2) Insurance. You must procure and maintain, at your own expense, insurance policies protecting you, us, our designated affiliates (including our parent, Outdoor Living Brands) and the officers, directors and employees of us and our designated affiliates against any loss, liability, personal injury, death, property damage, or expense resulting from the operation of your Irrigation Business and all services you provide in connection with the operation of your Irrigation Business as we may require for your and our protection in our sole discretion in amounts set forth in the Operations Manual and Franchise Agreement (which may be adjusted periodically in our sole discretion). You must also procure and maintain all other insurance required by state or federal law, including workers compensation insurance and unemployment insurance. The policies must also stipulate that we shall receive a thirty-day prior written notice of cancellation and must contain endorsements by the insurance companies waiving all rights of subrogation against us. You must provide us with all proof of insurance we require, including original or duplicate copies of all insurance policies, certificates of insurance, original endorsements affecting the coverage required by us, together with proof of payment within ten days of issuance. You shall also furnish us with proof of insurance, including certificates and endorsements evidencing this insurance coverage within ten days after each of the following events: (i) at all policy renewal periods, no less often than annually, and (ii) at all instances of any change to, addition to, or replacement of any insurance. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All proof of insurance is subject to approval by us. If you fail to procure and maintain the required insurance coverage, we have the right and authority to procure the insurance coverage and charge you, which charges, together with a reasonable fee for our expenses incurred in this procurement, you will pay immediately upon notice.

(3) Payment of Fees. These fees are uniformly imposed and payable to us or our affiliates. All fees paid to us or our affiliates are non-refundable under any circumstances once paid. Fees paid to vendors or other suppliers may or may not be refundable depending on your vendors and suppliers. We reserve the right to require you to pay fees and other amounts due to us via electronic funds transfer or other similar means, as described in the Franchise Agreement. If payments are required in this method, you must comply with our procedures and perform all acts and deliver and sign all documents, including authorization (in the form attached to the Franchise Agreement as Attachment D or any other form that we may accept) for direct debits from your business bank operating account, which may be necessary to assist in or accomplish payment by this method. Under this procedure you shall authorize us to initiate debit entries and/or credit correction entries to a designated checking or savings account for payments of fees and other amounts payable to us and any interest that may be owing. You shall make the funds available to us for withdrawal

by electronic transfer no later than the payment due date. If you have not timely paid the Monthly Branding Royalties and National Branding & Marketing Fees to us for any month, then we shall be authorized, at our option, to debit your account for the Monthly Branding Royalties and the National Branding & Marketing Fees.

(4) Transfer Fee. If you engage a broker to assist you in selling your Business, or if you ask that we assist you in the sale of your Business and we engage a broker, you will be responsible for any commission or fees that the broker charges in connection with the sale.

(5) Technology Fee. You must pay us a monthly technology fee ("**Technology Fee**") for access to our designated technology package, including electronic mail, QuickBooks, intranet access, and certain software licenses, such as design, pricing, and/or CRM. The amount of the Technology Fee will be determined by us and specified in the Manual. If you license and operate multiple contiguous Territories, you will utilize the same designated technology package for all of your contiguous Territories, and we will only require you to pay the applicable Technology Fee as if you were operating those contiguous Territories as only one Irrigation Business.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure (1)	Low/High Amount	Method of Payment	When Due	To Whom Payment is Made
Initial Franchise Fee (2)	$49,500	Lump sum	Upon signing the Franchise Agreement	Us
Travel and living expenses while training (3)	$2,000/$3,000	As incurred	As incurred during training	Airlines, hotels, restaurants
Tools and equipment (4)	$2,000/$5,000	Lump sum	At delivery	Suppliers
Computer hardware and software (5)	$800/$2,000	Lump sum	At delivery	Suppliers, vendors
Inventory (6)	$5,000/$7,500	Before opening and as needed	At delivery	Suppliers
Trade show booth	$2,500/$2,500	Lump Sum	As arranged	Suppliers
Storage facility for inventory and equipment (7)	$0/$500	As incurred	Varied times	Suppliers, vendors
Vehicle (8)	$3,000/$10,000	Monthly fee or lump sum	Varied terms	Auto dealer
Vehicle signage and Outfitting (9)	$2,500/$5,000	As incurred	At delivery	Vendors
Initial marketing expenses (10)	$10,000/$15,000	As incurred	Varied times	Vendors
Additional Funds - 3 months (11)	$7,500/$10,000	As incurred	Varied times	Suppliers, utilities
TOTAL (12)	**$84,800/$110,000**			

Notes:

(1) Expenditures. The estimated high and low ranges in the table are based on the past experience of the CONSERVA IRRIGATION® franchisees, CI LLC, Pilot Licensees, UGLI and our reasonable estimate. All fees imposed by us are non-refundable unless otherwise noted. Fees and expenses paid to vendors or other third parties may or may not be refundable depending on the arrangements you make with them.

(2) Initial Franchise Fee. For start-up franchises, the above chart assumes you did not qualify for any discounts and paid the standard Initial Franchise Fee. The high end of the range assumes you paid the standard Initial Franchise Fee. The Initial Franchise Fee is due when you sign the Franchise Agreement and is generally non-refundable once paid. In limited circumstances, we may offer to finance up to 50% of your Initial Franchise Fee.

(3) Travel and Living Expenses While Training. We provide training at our corporate office and training center located in or around Richmond, Virginia or at another location we designate. You must pay for airfare, meals, transportation costs, salaries, benefits, lodging and incidental expenses for all initial training program attendees.

(4) Tools and Equipment. The equipment includes wire and valve locators, basic hand tools and various irrigation industry tools and other equipment you will need to efficiently operate your Irrigation Business. You must purchase these items from suppliers who meet our qualifications and standards as outlined in our Operations Manual.

(5) Computer Hardware and Software. The estimated initial investment includes costs related to the purchase of specified computer hardware and software. If we require, you must provide us with electronic access to certain daily information.

(6) Inventory and Supplies. Your initial inventory and supplies will typically include supplies to conduct at least a month of Services. We have the right to change the inventory and supplies at any time.

(7) Storage Facility For Inventory and Equipment. The low end of the range assumes that you already own adequate storage space. If you do not own adequate storage space either in your home, your Business premises or at an external storage facility, you must lease space to store your inventory and supplies for your Irrigation Business. We estimate that 200-300 square feet of storage space will be adequate. Local law may require that your storage facility be located in a commercial (non-residential) area. You are responsible for determining if there are any requirements regarding the location of your storage facility. If you lease space, you will generally be required to pay first and last month's rent, plus a security deposit, at the time you sign the lease. In most cases, the terms and conditions of all agreements relating to the purchase, lease, and alteration of the property will be negotiated solely by you; however, we may require you to incorporate certain provisions into your lease.

You may operate your Irrigation Business from any location. We do not select or approve a site for the Irrigation Business. The office for the Irrigation Business may be located in a residence provided that there is a dedicated office space within the residence. As a result, we do not expect that you will incur other real property expenses (such as construction or remodeling costs, leasehold improvements, or utility deposits) to establish your Irrigation Business.

(8) Vehicle. We do not require that you purchase a vehicle if you already own a suitable white van in good condition that can be dedicated to the Irrigation Business. If you do not already own a suitable van, you must either lease or purchase one. The above estimates assume that you will lease or purchase a van that meets our specifications (currently, a Mercedes Metris), and reflect the amounts that you may pay prior to opening and during the first three months of operations. The amount that you pay will be impacted by your credit and the leasing or financing terms that you negotiate with the auto dealer, including the amount of deposit that you pay for the vehicle.

(9) Vehicle Signage and Outfitting. You must purchase a vehicle signage wrap for your van. We will provide you with the requirements and design for the vehicle signage wrap. You must also outfit the vehicle with our approved shelving and racking setup.

(10) Initial Marketing Expenses. You will launch a marketing and advertising campaign for your Irrigation Business in your Territory when you begin operations of your Irrigation Business and before the operating season in your Territory. These expenditures will count toward your Individual Advertising Investment requirement described in Items 6 and 11.

(11) Additional Funds. This is for budgeting purposes only to account for unanticipated expenses. This amount includes estimated operating expenses you should expect to incur during the first 3 months of operations, not including any revenue generated by your Irrigation Business. It includes Monthly Branding Royalties, National Branding & Marketing Fees, payroll costs, deposits, fees for city, state and local business licenses, insurance, business entity organization expenses, Internet access expenses, other prepaid expenses, accounting and professional fees, and other operational expenses. These figures do not include any taxes that you may pay. You should check with your local and state governmental agencies for any taxes that may be assessed. In addition, these figures do not include any compensation that you may choose to draw from your Irrigation Business.

(12) Total Estimated Initial Investment. These figures are estimates only. The total above is an estimate of your pre-opening initial investment and the expenses you will incur during the first 3 months of your Irrigation Business operations. You should review these figures carefully with a business advisor before making any decision to purchase the Irrigation Business. You may incur additional expenses starting your Irrigation Business. Your costs depend on several factors, including how well you follow our methods and procedures; your management skill, experience and business acumen; local economic conditions; the local market for our services; the prevailing wage rate; competition; the time of year that you launch operations; and sales levels reached by your Irrigation Business during the initial period. Other than the Initial Franchise Fee, we will not provide any direct or indirect financing.

We have relied on CONSERVA IRRIGATION® franchisees, CI LLC, Pilot Licensees, and UGLI's experience to compile these estimates. This estimate of your initial investment and is based on our estimate of nationwide costs and market conditions prevailing as of the date of this disclosure document. You should review these figures carefully with a business advisor before making any decision to license an Irrigation Business. The availability and terms of financing depend on several factors, including the availability of financing generally, your creditworthiness, collateral you may have and lending policies of financial institutions.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must establish and operate your Irrigation Business in compliance with your Franchise Agreement and the required standards and specifications contained in the CONSERVA IRRIGATION® confidential operations manual ("**Operations Manual**") we loan to you.

You must provide specified services and use and sell specified products. The services include repair, maintenance, service, design and construction of irrigation systems ("**Services**"). The products include CONSERVA IRRIGATION® branded products and equipment ("**Products**"). We reserve the right to require that you sell additional or different Services and Products in your Irrigation Business on 30 days' prior written notice to you. You must provide the Services and sell the Products per our specifications and standards. We reserve the right to change standards and specifications on 30 days prior written notice to you.

We have standards and specifications for your Products, Services, storage facility, equipment, tools, vehicle, uniforms, inventory, supplies, forms, advertising materials, computer hardware and software, accounting systems, bookkeeping service, and most other services and products used in, sold or provided

through your Irrigation Business ("**Required Items**"). We will notify you of our specifications and standards. To maintain our standards of consistent, high-quality products, customer recognition, advertising support, value and uniformity in Irrigation Business, you must purchase or lease all of your Required Items per our specifications and standards, only from our designated or approved suppliers. The term "suppliers," also includes vendors, manufacturers and distributors. As of the issuance date of this disclosure document, we have identified a number of designated suppliers from which you must purchase certain Required Items including, specifically, irrigation products. Neither we nor an affiliate is currently the only designated or approved supplier of any Required Items. We reserve the right, however, at any time and at our discretion, to designate ourselves or one of our affiliates (including OLBSC) as the only designated or approved supplier, or one of several designated or approved suppliers, of any additional Required Items.

Except for Required Items, we do not require that you purchase any equipment, tools, goods or services from us, our affiliates or any other source we designate. You may purchase these from any supplier that we have previously approved.

You must lease or buy service vans that are large and durable enough to accommodate our standard complement of equipment, tools and accessories. While we currently specify the options of make(s) and model(s) of van you must acquire or lease, we do not specify the source from which you must acquire or lease it provided it meets our specifications. Your van(s) must be in good working condition, be painted white, and be outfitted with our trade dress so that they will look the same as other franchisees' vans when emblazoned with the CONSERVA IRRIGATION® name, logo and decorations. As your Irrigation Business grows, you may require additional vans.

You must purchase and use computer hardware that meets our specifications. Currently, we do not specify the make or model of computer equipment you buy or where you buy it, so long as it meets our specifications. We may require that you upgrade or change your computer equipment and software periodically. Additionally, you must pay a monthly Technology Fee for use of our technology platform and electronic communications system. You will be provided an e-mail account that you may use with your Irrigation Business.

During the first two full years of operations, you must use a bookkeeping service approved by us. If we are required to sit on your board in order for you to obtain the requisite permits, registrations or licenses to operate an Irrigation Business, we will require you to use a third-party professional services organization that will be responsible for handling your payroll and to assist you with your obligation to comply with various state employment law.

We will establish approved suppliers and specifications and standards that you must follow. Approved suppliers are set forth in our Operations Manual. Approved suppliers and specifications and standards are determined based on the current needs for operating Irrigation Businesses. If you ever want to purchase a product from a supplier that does not appear on our approved supplier list or use a product that is not on our approved-product list, you must first furnish us samples of the product from the supplier, together with as much information as you can gather about the product's composition, properties and intended uses; the results of lab and field tests on its use; the manufacture's location, years in business, quality control standards and warranty policies; and such other information as we request. We evaluate existing and potential approved suppliers based on price, service, quality, warranty, delivery terms, and other commercially reasonable benchmarks. The identity of approved suppliers and these specifications and standards are updated periodically by modifying the Operations Manual and notifying you of these updates. We have procedures for approving suppliers you recommend (including alternative suppliers for Required Items) based on the criteria described above. We will notify you within 90 days of your request to evaluate an alternative supplier of our approval or disapproval of that supplier. Currently, we do not charge a fee to evaluate an alternative supplier, but we reserve the right to charge a fee in the future. We may revoke our

approval of any supplier with 30 days' prior written notice to you. It is a material breach of your Franchise Agreement if you buy Required Products from anyone other than our designated or approved suppliers without prior written approval.

You are also required to purchase and maintain the insurance that we describe in the Operations Manual which may be adjusted periodically. Currently, you must procure and maintain, at your own expense, general liability insurance with coverage of at least $1,000,000 per occurrence and $2,000,000 in the aggregate, auto liability insurance with at least $1,000,000 in coverage, and hired and non-owned auto liability with at least $1,000,000 in coverage. We also recommend umbrella liability with $1,000,000 in coverage. You must also procure and maintain all other insurance required by state or federal law, including workers compensation insurance and unemployment insurance.

We estimate that purchases and leases required by us, will equal approximately 60% to 80% of the total cost to establish your franchise. We estimate that purchases of these items will total approximately 15% to 25% of a franchisee's ongoing operating expenses.

We and our affiliates derive revenues from your purchase of Required Items. During our last fiscal year, which ended September 30, 2022, based on internal records, we and our affiliates received rebates from our franchisees' purchases of required products and services in the amount of $249,253. These amounts represent 5.2% of the total $4,768,362 in revenue CI LLC and its affiliates received in connection with the CONSERVA IRRIGATION system.

The payment of any rebates or consideration may or may not be reasonably related to services we or our affiliates provide to these third parties. We and our affiliates may also derive revenue or other consideration from your purchases of Required Items from us or our affiliates.

We do not have any purchasing or distribution co-operatives as of the issuance date of this disclosure document. We may negotiate purchase arrangements with designated and approved suppliers for the benefit of our franchisees. We do not provide material benefits, such as renewing or granting additional franchises to franchisees, based on their use of designated or approved suppliers or purchases of particular products or services.

Some of our officers own an indirect interest in Empower Brands or its subsidiaries. We and OLBSC are wholly owned subsidiaries of OLB Holdco, which is a wholly owned subsidiary of Empower Brands. Otherwise, there are no suppliers in which one of our officers owns an interest.

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 franchise disclosure document.

Obligation	Section in Franchise Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	Definitions and Sections 7 and 8 of Franchise Agreement	Item 11
b. Pre-opening purchases/leases	Sections 8 and 9 of Franchise Agreement	Item 8 & Item 11
c. Site development and other pre-opening requirements	Section 8 of Franchise Agreement	Item 6, Item 7 & Item 11
d. Initial and ongoing training	Sections 7 and 8 of Franchise Agreement	Item 11
e. Opening	Section 8	Not Applicable

Obligation	Section in Franchise Agreement	Disclosure Document Item
f. Fees	Sections 5, 6 and 11 of Franchise Agreement	Item 5 & Item 6
g. Compliance with standards and policies/ operating manual	Section 8 of Franchise Agreement	Item 11
h. Trademarks and proprietary information	Section 10 of Franchise Agreement	Item 13 & Item 14
i. Restrictions on products/services offered	Sections 8 and 9 of Franchise Agreement	Item 8 & Item 16
j. Warranty and customer service requirements	Sections 8 and 17 of Franchise Agreement	Items 11 and 17
k. Territorial development and sales quotas	Section 4 of Franchise Agreement;	Item 11 & Item 12
l. Ongoing product/service purchases	Sections 10 and 12 of Franchise Agreement	Item 16
m. Maintenance, appearance and remodeling requirements	Section 8 of Franchise Agreement	Item 7, Note 2
n. Insurance	Section 6 of Franchise Agreement	Item 8
o. Advertising	Sections 6, 7 and 8 of Franchise Agreement	Item 11
p. Indemnification	Section 15 of Franchise Agreement	Not Applicable
q. Owner's participation/management/staffing	Section 3 of Franchise Agreement	Item 15
r. Records/reports	Sections 10 and 17 of Franchise Agreement	Item 6 & Item 17
s. Inspection/audits	Section 14 of Franchise Agreement	Item 6
t. Transfer	Section 19 of Franchise Agreement	Item 17
u. Renewal	Attachment B	Item 17
v. Post-termination obligations	Sections 10 and 12 of Franchise Agreement	Item 17
w. Non-competition covenants	Section 8 of Franchise Agreement	Item 17
x. Dispute resolution	Section 6 of Franchise Agreement	Item 17
y. Personal Guaranty (including owners/spouses)	Sections 6, 7 and 8 of Franchise Agreement	Item 15

ITEM 10
FINANCING

Except as indicated below, we require that all initial fees be paid to us at the time of signing the Franchise Agreement.

Under limited and special circumstances, we may make optional financing available to qualifying existing franchisees. In those situations, we may finance up to 50% of your Initial Franchise Fee for up to 36 months, provided you sign the Promissory Note ("**Note**") attached as Exhibit H at the time you sign the Franchise Agreement. The effective annual interest rate will be four percentage points above the prime interest rate on the effective date of the Franchise Agreement. The Note will be paid in equal monthly payments. There is no prepayment penalty and the rule of 78 does not apply (the rule of 78 is a method of computing interest which requires the interest originally calculated to still be paid even if prepaid). No security interest is required and no person other than you and, if you are an entity, those individuals who are required to sign the form Guaranty and Assumption of Franchisee's Obligations attached as Attachment B to the Franchise Agreement, must sign the Note.

If we offer and you accept financing from us, and you sign the Note, you will be required to waive and excuse presentment for acceptance and payment, notice of dishonor, and protest of dishonor. Other than as mentioned in the previous sentence, neither the Note, nor any other financing document you sign will contain any waiver of defense or other legal rights, or bar you from asserting a defense against us or our assignee. In the event payment of the Note is not made under its terms, we may either accept a late payment, together with a late charge equal to 10% of the late payment or declare the entire balance of the Note immediately due. If the balance of the Note is accelerated, we must give written notice to you and, if the balance is not paid within 10 days after notice is given, you must pay us interest at the maximum legal rate (not to exceed 18%) plus any attorneys' fees and other costs we incur in collecting the monies owed. We also have the right to terminate the Franchise Agreement if we accelerate the Note and the Note is not

paid within the 10 days after acceleration. We have not in the past and do not currently intend to sell, assign or discount to any third party the Note or any other financing document you sign.

We will comply with all appropriate laws governing any direct financing we offer to you including, if applicable, the California Finance Lenders Law.

Other than as described above, we do not offer direct or indirect financing, do not guarantee your loans, lease or other obligations, and do not receive payments or other consideration for the placement of financing. We reserve the right to terminate our financing program at any time, offer different terms or assist franchisees in obtaining financing in the future.

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

Except as listed below, CONSERVA IRRIGATION is not required to provide you with any assistance.

Pre-opening Obligations

Before you open your Irrigation Business, we (or our designee) will provide the following guidance, coaching and assistance to you.

Designate your Territory (Sections 7.3(a) of the Franchise Agreement and Attachment A to the Franchise Agreement).

Provide you with our specifications for all initial and replacement equipment, tools, supplies, inventory and Required Items for the operation of your Irrigation Business (Section 7.3(b) of the Franchise Agreement).

Within 120 days of the mutual signing of the Franchise Agreement, we will conduct up to a 10-business day training course for you, or if you are not an individual, your Designated Business Manager and one additional person in or around Richmond, Virginia, or at another location we designate (Section 7.3(c) of the Franchise Agreement).

Loan you one copy of our confidential and proprietary Operations Manual no later than the start of the initial classroom training. The Operations Manual consists of one or more manuals, technical bulletins or other written materials and may be modified by us periodically. The Operations Manual may be in printed or in an electronic format in our discretion. We reserve the right to require you to use an electronic version of the Operations Manual and to require you to access the document using the Internet or an intranet created and supported by us. The Operations Manual currently contains 215 pages. The Table of Contents for the Operations Manual is attached to this disclosure document as Exhibit F (Section 7.3(d) of the Franchise Agreement).

We will provide you with a list of the makes and models of vehicles that we consider suitable for use as vans dedicated to the Irrigation Business and will provide you with specifications and supplier information to have your initial van(s) outfitted and decorated with our trade dress (Franchise Agreement, Section 7.3(b).

Provide you with an initial art graphics package suitable for letterhead and business cards and other start up materials (Section 7.3(e) of the Franchise Agreement).

We will help you plan and execute a campaign for promoting your business for the first three months after you open (Franchise Agreement, Section 7.4).

At our sole discretion, we may provide on-site assistance during the first months of operations of your Irrigation Business (Section 7.3(f) of the Franchise Agreement).

Continuing Obligations

During the term of the Franchise Agreement, we (or our designee) will provide the following guidance, coaching and assistance to you:

Inform you of mandatory specifications, standards and procedures for the operations of your Irrigation Business (Section 7.4(d) of the Franchise Agreement).

Make a representative reasonably available to speak with you on the telephone during regular business hours to discuss your operational experiences and support needs (Section 7.4(a) of the Franchise Agreement).

Research new Products, Services and methods and provide you with information concerning developments of this research (Section 7.4(e) of the Franchise Agreement).

Maintain the National Branding & Marketing Fund and use these funds to develop promotional and advertising programs for Irrigation Businesses (Section 7.4(f) of the Franchise Agreement).

Provide advertising materials to you in the form of an arts graphics package, which is included in your Operations Manual (Section 7.4(g) of the Franchise Agreement).

A representative of ours may, in our sole discretion, provide additional assistance (Section 7.4(h) of the Franchise Agreement).

If we determine that you are unable or unwilling to handle a particular job, we reserve the right to assign that job to another CONSERVA IRRIGATION® franchisee, complete the job ourselves or hire a third-party specialists to assist with the job.

We may choose to provide you with continuing national, regional or local conference calls, meetings or conferences, which we hold in our discretion. You must pay the conference fee, if any, and all travel and living expenses. As of the date of this disclosure document, we strongly recommend but do not require, that you attend these conferences. We reserve the right to make future conference calls, meetings or conferences mandatory. These future training events are held at our Richmond, Virginia headquarters or at a location chosen by us (Section 7.4(b) of the Franchise Agreement).

We may choose to provide mandatory annual conferences. You must pay the conference fees, if any, and all travel and living expenses incurred by you to attend such conferences. The annual conference may be held at our corporate headquarters or at a location chosen by us (Section 7.4(c) of the Franchise Agreement).

We reserve the right, in our discretion, to delegate some or all of our pre-opening and continuing obligations under the Franchise Agreement to a representative with regional responsibility over the geographic area in which you operate your Irrigation Business. Except as listed above, we do not provide any additional assistance to you.

Training

Before the opening of your Irrigation Business, we provide an initial training program lasting up to 10 business days. You must attend and successfully complete the training program to our satisfaction.

Under the Franchise Agreement, before you begin operating your Irrigation Business and within 120 days of the mutual execution of your Franchise Agreement, you or, if you are not an individual, a "Designated Business Manager" must attend and successfully complete to our satisfaction our initial training program. You may have additional person(s) attend the initial training program at no additional training fee. If the Designated Business Manager's employment with you is terminated, you must designate a new Designated Business Manager who must successfully complete our initial training program within 90 days after the termination of the initial Designated Business Manager, unless we do not hold an initial training program during that 90-day period in which case the replacement Designated Business Manager must attend and successfully complete the first available initial training program held by us. The costs for airfare, ground transportation, lodging, meals, personal expenses, and the Designated Business Manager's salary and benefits must be paid by you.

There is no tuition or fee for the initial training program for you or your Designated Business Manager or additional staff members as we mutually agree. We do not pay any travel expenses, lodging, meals, ground transportation or other personal expenses.

Our training program generally consists of the following topics:

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Welcome and Introduction	2.5 hours	0 hours	Richmond, Virginia or other designated location
Field Operations (1)	6 hours	24 hours	Richmond, Virginia or other designated location
Product Knowledge (2)	13.5 hours	4 hours	Richmond, Virginia or other designated location
Marketing Your Business (3)	8 hours	0 hours	Richmond, Virginia or other designated location
Sales Training (4)	8 hours	2 hours	Richmond, Virginia or other designated location
Technology Training(5)	8 hours	0 hours	Richmond, Virginia or other designated location
Office Administration and Business Management Training (6)	8 hours	0 hours	Richmond, Virginia or other designated location

Notes**:**

(1) Field Operations. Approximately one day of training is devoted exclusively to proper techniques we use to service and repair both residential and commercial irrigation systems. Typically, the franchisee will participate in an actual works and receive hands-on training regarding proper execution of service and repair.

(2) Product Knowledge. Approximately three hours of training is devoted exclusively to learning the basic anatomy of an irrigation system and how the Required Items are integrated and utilized in the service and repair of irrigations systems.

(3) Marketing Your Business. This training covers various types of advertising, including internet, interactive marketing, home shows, trade alliance development, direct mail, grass roots and print marketing.

(4) Sales Process Training. This training addresses sales and includes a role-playing session on how to handle prospect phone calls.

(5) Technology Training. Approximately 4 hours of training is provided on the software to manage the operations including the contact management system, the routing software and the accounting software.

(6) Office Administration and Business Management. Approximately one-half day of training is spent on office administration and business management.

The entire training program is subject to change due to updates in materials, changes or additions to the services offered, introduction of new methods and cleaning techniques, manuals and personnel. The subjects and time periods allocated to the subjects actually taught to specific franchisees may vary, based on the experience of the persons being trained.

The initial training program and other on-going training will be conducted by training personnel under the direction of Russ Jundt, currently our Vice President and Brand Leader, with 13 years of experience working in the CONSERVA IRRIGATION® system and irrigation industry. We may change, supplement or substitute training personnel as necessary, and we may delegate our duties and share our responsibilities with regard to training. Any individual involved in training will have at least one year of experience in the subject he/she teaches.

We use the Operations Manual as the sole reference material during our training sessions. New franchisees receive a copy of the Operations Manual and are instructed to carefully review its content.

Advertising Programs

You must invest a minimum of $40,000 per calendar year ("**Individual Advertising Investment**") for marketing purposes in your Territory, a minimum of $60,000 if you are granted two contiguous Territories, and an additional $20,000 for each additional contiguous Territory. The first calendar year will begin on the Operational Start Date and end on December 31st immediately following the Operational Start Date. Your Individual Advertising Investment will be prorated during the first calendar year. You must submit monthly reports to us reflecting your advertising expenditures. The Individual Advertising Investment must be used by you for local advertising, to be selected and placed by you, in your Territory. These funds are reserved only for marketing, promotions and advertising of your Irrigation Business. You may not advertise outside your Territory without our approval, which may be withheld in our sole discretion. You must submit proof of your Individual Advertising Investment expenditures to us each month and upon our request. You must obtain our prior approval of all of your marketing, promotional and advertising materials. We have the right, but not the obligation, to collect up to the minimum required Individual Advertising Investment from you and administer it on marketing and advertising investments in your Territory on your behalf.

We do not require you to participate in or to contribute to an advertising cooperative. We do not have an advertising council composed of franchisees that advise us on advertising policies.

Under the Franchise Agreement, each calendar year you must pay us a National Branding & Marketing Fee equal to 1.5% of Gross Revenues until you reach $3,000,000 in Gross Revenues for the

calendar year. No National Branding & Marketing Fee is due on Gross Revenues over $3,000,000 in any calendar year. You must pay the National Branding & Marketing Fee at the same time that you pay your Monthly Branding Royalty. Unless required by law, we will not be required to deposit the National Branding & Marketing Fee in a separate bank account, commercial account or savings account and we may place the National Branding & Marketing Fee in our general accounts or in separate accounts ("**National Branding & Marketing Fund**"). The National Branding & Marketing Fund will be administered by us, in our discretion, and we may use a professional advertising agency or media buyer to assist us. Your contribution to the National Branding & Marketing Fund will be in addition to all other advertising fees set out in this Item 11.

We may reimburse ourselves, our authorized representatives or our affiliates from the National Branding & Marketing Fund for administrative costs, independent audits, reasonable accounting, bookkeeping, reporting and legal expenses, taxes and all other reasonable direct or indirect expenses that may be incurred by us or our authorized representatives and associated with the programs funded by the National Branding & Marketing Fund. We assume no other direct or indirect liability or obligation to collect amounts due to the National Branding & Marketing Fund or to maintain, direct or administer the National Branding & Marketing Fund. Any unused funds in any calendar year will be applied to the following year's funds, and we reserve the right (but are not required) to contribute or loan additional funds to the National Branding & Marketing Fund, and if we do, we may make such contributions or loans on any terms we deem reasonable. Since we do not have this fund audited, audited financial statements are not available to Franchisees. We will provide to you, upon request, an annual accounting for the National Branding & Marketing Fund that shows how the National Branding & Marketing Fund proceeds have been spent for the previous year and plans to invest the National Branding & Marketing Fund for the current year.

We may use the National Branding & Marketing Fund for the creation, production and placement of commercial advertising; internet advertising; agency costs and commissions; creation and production of video, audio and written advertisements; administering multi-regional advertising programs, direct mail and other media advertising; in-house staff creative development, assistance and related administrative costs; local promotions; supporting public relations; market research; website development; public relations efforts including affiliations with charitable organizations related to the Irrigation Business; and other advertising and marketing activities, including participating at trade shows or industry associations. Advertising may be placed in local, regional or national media of our choice, including print, direct mail, internet, radio or television. We do not guarantee that advertising expenditures from the National Branding & Marketing Fund will benefit you or any other franchisee directly, on a pro rata basis, or at all.

We will not use National Branding & Marketing Fund monies to solicit franchisees in our current fiscal year. Neither our affiliates nor we receive payments for providing goods or services to the National Branding & Marketing Fund, except for reimbursement of expenses as described above.

You are strongly encouraged to order sales and marketing material from our designated supplier(s). It is a material breach of the Franchise Agreement to use other marketing material without prior written approval. If you desire to use your own advertising materials, you must obtain our prior approval. We will review your request and we will respond in writing within 15 days from the date we receive all requested information. Our failure to notify you in the specified time frame will be deemed a disapproval of your request. Use of logos, Marks and other name identification materials must be consistent with our approved standards. You may not use our logos, Marks and other name identification materials on items to be sold or services to be provided without our prior written approval. If we approve of promotional items or services that will be sold in your Irrigation Business, those items or services must be included in your gross revenues.

You must also pay us our then-current Digital Marketing Fee, which is currently $300 per month. We may use the Digital Marketing Fee in our sole discretion as we deem appropriate, including, without

limitation for: (a) the development, production, publication, or distribution of digital advertisements, marketing, or promotions; (b) search engine optimization; (c) local digital marketing efforts; or (d) any other digital or electronic marketing related programs, technologies, or concepts. We may increase the Digital Marketing Fee upon 30 days' prior written notice to you. As with the National Branding & Marketing Fund, we do not guarantee that advertising expenditures from the Digital Marketing Fee will benefit you or any other franchisee directly, on a pro rata basis, or at all.

Except as described above, we are not obligated to spend any amount on advertising in the geographical area where you are or will be located.

We retain the sole right to market on the Internet, including all use of websites, domain names, URL's, linking, advertising, and co-branding arrangements. You may not independently market on the Internet, or use any domain name, address, locator, link, metatag, or search technique, with words or symbols similar to the Marks. We intend that any Franchisee website be accessed only through our home page. You will provide us content for our Internet marketing. We retain the right to approve any linking or other use of our website.

During our last fiscal year ending September 30, 2022, we spent the following amounts from its National Branding & Marketing Fund: 30.1% was spent on website development and 31.5% was spent on media placement, and 38.4% was spent on creative development.

Site Selection

You may operate your Irrigation Business from any location. We do not select or approve a site or area for the Business. The office for the Business may be located in a residence provided that there is a dedicated office space within the residence. Your storage facility may be at any location, but local law may require that your storage facility be located in a commercial (non-residential) area.

Schedule for Opening

If you are purchasing a Franchise, we estimate that the typical length of time between the signing of the Franchise Agreement and the opening of your Irrigation Business will be 1 to 4 months. Some factors which may affect this timing are your ability to acquire a storage facility through lease negotiations, your ability to secure any necessary financing, your ability to comply with any applicable local zoning and other ordinances, your ability to obtain any necessary licenses, permits and certifications, the timing of the delivery of equipment, the time of year you execute a Franchise Agreement in relation to the typical season for the Irrigation Business, tools and inventory and the time to convert, renovate or build the storage facility.

You must comply with all applicable ordinances, building codes and permit requirements and with lease requirements and restrictions. You must apply for any required licenses and permits within 10 business days after signing the Franchise Agreement.

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

Required Warranty

You must provide to your customers a warranty for the period that we require in the Operations Manual on all Products used and Services provided in your Irrigation Business. We may change the required warranty at any time through the Operations Manual. All dealing and transactions with customers and suppliers must be fair and honest.

Software and Computer Equipment

Currently, you must have or purchase a personal computer ("**Hardware**") which runs on a Windows or Macintosh operating system. Your computer must also have Microsoft Office XP Professional, or a more recent version installed and operating and the web-based resource center software ("**Software**"). The Hardware and Software are referred to as the "Computer System." You must update your Computer System, at your expense, as we may require periodically to meet our specifications as they evolve. There are no contractual limitations on the frequency and cost of your obligations to upgrade or update the Computer System. Upgrades, in some cases, may only be available through our suppliers. We may change the designated suppliers occasionally on written notice to you. Neither we nor any supplier has any obligation under the Franchise Agreement to provide ongoing maintenance, repairs, upgrades or updates to the Computer System. We estimate the cost of optional or required maintenance, updates and upgrades will be $0 to $500 per year. In addition, you must pay us a monthly Technology Fee (currently $300 per month) for access to our designated technology package, including but not limited to electronic mail, QuickBooks, intranet access, and certain software licenses, such as design, pricing, and/or CRM. In addition, you must pay us or our designated third-party supplier all initial software license fees for any software you are required to use in the operation of your Irrigation Business. We may change the fees described in this paragraph at any time upon 30 days' written notice.

You will use the Computer System for word processing, communicating via e-mail with us and for tracking customer information. You must have sufficient computer skills to be able to operate your Computer System and to access e-mail and the Internet. You must have access to the Internet and maintain an email account that allows us to communicate with you on a regular basis. If available in your area, you must have high-speed Internet access. You must check your email account at least once every day. If we determine that you require additional computer training, you must take and pay for, at your own expense, a computer training course at a local computer training school. You must complete this training within 90 days of the day we advise you of this requirement, and you must present us with a certificate acceptable to us to show that you passed the course.

We estimate the cost of purchasing the Computer System will range from $800 to $2,000, if you do not already have one that can be used in your Irrigation Business.

We have the right to independently access your electronic information and data through our proprietary data management and intranet system, and to collect and use your electronic information and data in any manner we choose to promote the development of the System and the sale of franchises. There is no contractual limitation on our right to receive or use information through our proprietary data management and intranet system.

You are solely responsible for protecting yourself from viruses, computer hackers, and other communications and computer-related problems, and you may not sue us for any harm caused by these communications and computer-related problems.

ITEM 12
TERRITORY

Franchise Agreement

You will be granted a Territory in which to operate the Irrigation Business under the Franchise Agreement. Your Territory is based on demographics and other characteristics including population density, home values, average income and other characteristics of the surrounding area, natural boundaries, extent of competition and the amount and size of urban, suburban and rural areas. We will grant only one license to a franchisee for up to 300,000 people in the designated geographical location ("**Population Limit**"). If you are granted a Territory in excess of the Population Limit, then you will need to pay us an Additional Population Fee, which equals $0.165 per individual in the Territory in excess of 300,000 individuals. We will use the most recent population information available in the U.S. Census Data, or other population statistical sources of our choosing to determine populations. You will maintain rights to your Territory even though the population in your Territory may increase or decrease. We have the exclusive right to determine the boundaries of your Territory in our sole discretion. We reserve the right to change, modify, or delete the Population Limit in our sole discretion. We will use our business judgment to determine whether the Population Limit makes good business sense for us and all of our franchisees. Enforcing the Population Limit may not be practical when considering limitations on geography, housing availability, natural physical boundaries and population and demographic shifts. In the event that utilizing a Population Limit does not make good business sense as determined by us we may delete the Population Limit in our sole discretion.

You may not relocate your Territory or establish additional Irrigation Businesses without our prior written consent, which we may withhold in our sole discretion. Such requests are evaluated on a case-by-case basis, including consideration of whether you are currently in compliance with your Franchise Agreement, territory availability, and other fact-specific considerations.

You may be granted, in our sole discretion, express permission to sell or service customers in an unsold territory adjacent to your Territory ("**Adjacent Territory**"). However, you must agree that when this Adjacent Territory is granted to another franchisee, you will, upon receipt of written notice from us, cease all sales and service efforts within the Adjacent Territory, and return to us, within 10 days of the notice, all customer and prospect information related to the Adjacent Territory assign to us or our designee all customer contracts in the Adjacent Territory; and pay to us any amounts (or a pro rata portion of any amounts) paid by customers within the Adjacent Territory for Services you have not yet performed. For example, if a customer pre-paid for a year of Services and you have performed only half of the contracted work, you must pay us 50% of the amount the customer paid you. You do not have any first claim on any Adjacent Territory. Territories are awarded on a first-come, first-served basis to qualified applicants that meet our requirements to operate an Irrigation Business. Other than as described in this paragraph, you may not solicit or accept orders from customers located outside your Territory or use other channels of distribution, including the Internet, catalog sales, telemarketing or other direct marketing.

Customers from your Territory may purchase Services and Products from us and our affiliates or designees over the Internet, or in other reserved channels of distribution without compensation to you. If you advertise or market your Irrigation Business outside of your Territory, unless otherwise approved by us, you will be in breach of your Franchise Agreement, and we would have the right to terminate your franchise.

We will not operate locations or grant franchises for an Irrigation Business within your Territory unless during each calendar year following your Operational Start Date, you do not attain certain levels of annual gross revenue ("**Minimum Annual Sales Quota**") as follows by Territory:

Calendar Year	Minimum Annual Sales Quota (by Territory)
Third Calendar Year	$150,000
Fourth Calendar Year	$200,000
Fifth Calendar Year through the Balance of the Initial Term and any Interim Period	$250,000

There is no Minimum Annual Sales Quota for the first and second calendar year following the Operational Start Date. The first calendar year will begin on the Operational Start Date and end on December 31st immediately following the Operational Start Date. If you sign multiple Franchise Agreements or are granted multiple Territories, then in each Territory you must achieve the applicable Minimum Annual Sales Quota as set forth in the respective Franchise Agreement.

If you sign a Successor Franchise Agreement, your Minimum Annual Sales Quota will be the amount described in that Agreement. As of the date of this disclosure document, we anticipate that the Minimum Annual Sales Quota will be the highest Minimum Annual Sales Quota specified in our then-current form of Franchise Agreement for new franchisees. We have the right, however, to vary the Minimum Annual Sales Quota and how it is determined in any Successor Franchise Agreement you may sign.

The failure to achieve these Minimum Annual Sales Quotas in your Territory is a material breach of the Franchise Agreement. If you fail to meet your Minimum Annual Sales Quota, we have the right to grant additional franchises within the Territory, reduce the size of your Territory or terminate your franchise upon 30 days' written notice.

We reserve the right to modify your Territory at the time you execute a Successor Franchise Agreement to conform the size of your Territory to our then-current standards for protected territories that are being granted to new franchisees, for example, if there has been an increase or decrease in the population or number of qualified households within your original Territory, or if we use different standards or calculations in determining the size of protected territories. If at the time you intend to sign a Successor Franchise Agreement your original Territory encompasses more than one protected territory based upon our then-current standards for determining protected territories, we may require you to execute multiple Successor Franchise Agreements if you wish to continue operating within the entire original Territory.

If we determine that you are unable or unwilling to handle a particular job, we reserve the right to assign that job to another CONSERVA IRRIGATION® franchisee, complete the job ourselves or hire third party specialists to assist with the job. (See Section 4.4 of the Franchise Agreement)

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.

Among other rights, we specifically reserve the following rights, which we may exercise without any compensation to you or other franchisees:

1. We reserve the right to own, franchise, or operate Irrigation Businesses at any location outside of the Territory, regardless of the proximity to your Irrigation Business.

2. We reserve the right to use the Marks and the System to sell any products or services, similar to those, which you will sell, through any alternate channels of distribution within or outside of the Territory. This includes retail locations and other channels of distribution such as television, mail order, catalog sales, wholesale to unrelated retail outlets, or over the Internet. We exclusively reserve the Internet as a channel of distribution for us, and you may not independently market on the Internet or conduct e-commerce. If we use the Marks to sell the Products and Services that you must sell to a customer in your Territory over the Internet, we or our supplier and manufacturers may, in our sole discretion, provide you with a credit in an amount solely determined by us.

3. We reserve the right to use and license the use of other proprietary and non-proprietary marks or methods which are not the same as or confusingly similar to the Marks, whether in alternative channels of distribution or in the operation of an Irrigation Business, at any location, including within the Territory, which may be the same as, similar to or different from the Irrigation Business operated by you.

4. We reserve the right to purchase or be purchased by, or merge or combine with, any business, including a business that competes directly with your Irrigation Business, wherever located.

5. We reserve the right to acquire and convert to the System operated by us any businesses offering services similar to the Irrigation Business including those businesses operated by competitors or otherwise operated independently or as part of, or in association with, any other system or chain, whether franchised or corporately owned and whether located inside or outside of the Territory;

6. We reserve the right to implement multi-area marketing programs which may allow us or others to solicit or sell to customers anywhere. We also reserve the right to issue mandatory policies to coordinate these multi-area marketing programs; and

7. We reserve the right to directly or indirectly provide services to National Accounts (as defined below) located inside or outside the Territory as described further below.

We or our affiliates have the right to sell and enter into agreements with National Accounts, both inside and outside the Territory. A "National Account" means those customers or accounts we designate in our sole and absolute discretion, regardless of their geographic location, as desiring central billing accounts, or that have at least 20 locations, and such locations are located in more than one franchised or company-owned territory or market. You must participate in any national accounts program (the "National Accounts Program") we designate and comply with the terms of the National Accounts Program as described in the Operations Manual or as we otherwise describe in writing. You understand that we will establish the rules under which you will participate, and be compensated for participation, in the National Accounts Program and that we may terminate, modify or replace the National Accounts Program at any time. You must pay us any then-current fees associated with the National Accounts Program.

If a National Account contacts you directly, you must refer the National Account to us. We will negotiate all contracts with National Accounts and you will not have any right to negotiate any contract or provide services to the National Account without our express written consent.

You have no right of first refusal or similar rights to acquire additional franchises.

ITEM 13
TRADEMARKS

The Franchise Agreement grants you the nonexclusive right to use the Marks, including the service mark "CONSERVA IRRIGATION," and various designs and logo types associated with our services and

Marks. You may also use other current or future Marks as we may designate to operate your Irrigation Business.

Our affiliate, Lynx IP, owns the following service marks registered on the Principal Register with the United States Patent and Trademark Office ("**USPTO**") and it intends to file all required affidavits and renewals:

Mark	Registration/Application Date	Registration No.	Register
CONSERVA IRRIGATION (Word mark)	October 7, 2014	4616372	Principal
	January 30, 2018	5389843	Principal

Lynx IP has granted us the perpetual right to use and sublicense others to use the principal Marks, as well as other Marks under a trademark license agreement with an effective date of September 9, 2021. Lynx IP may terminate the trademark agreement if any misuse of these Marks materially impairs the goodwill associated with these Marks, if we violate any provision of the license agreement or we do not comply with Lynx IP's instruction concerning the quality of these Marks. If the trademark agreement is terminated, any then-existing sublicenses (franchises) will continue for the term of the sublicenses, provided that the sublicensees (franchisees) comply with all other terms of their franchise agreements. The trademark license agreement contains no other limitations.

We may also use a number of unregistered, common-law trademarks. You must follow our rules when you use our Marks. You may not use any of the Marks alone or with modifying words, designs or symbols as part of a corporate or business name or in any form on the Internet, including but not limited to URLS, domain names, e-mail addresses, locators, links, metatags or search techniques. You must get our prior written approval of your company name before you file any registration documents. You must indicate, as required in the Franchise Agreement and specified in the Operations Manual, that you are an independent operator. Guidelines regarding proper trademark use and notices are in the Operations Manual and will be updated periodically in our discretion. You may not use the Marks with an unauthorized product or service, or in a manner not authorized in writing by us.

There are no currently effective material determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court, any pending infringement, opposition or cancellation proceedings or any pending material litigation involving any of the Marks which are relevant to the use of these Marks. No currently effective litigation affects our or Lynx IP's use or ownership rights in any Mark. Other than as described above, no currently effective agreement limits our or Lynx IP's right to use or license the use of the Marks.

You must notify us immediately when you learn about an infringement of or challenge to your use of the Marks. We and/or Lynx IP may take whatever action we deem necessary to protect the unauthorized use of the Marks and you must cooperate with us and/or Lynx IP . We have the right to control any administrative proceedings or litigation involving the Marks. If we and/or Lynx IP require you to join in any action, we will pay for your out-of-pocket expenses. We and/or Lynx IP are not required to participate in your defense or indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding involving a trademark licensed by us to you or if the proceeding is resolved unfavorably to you.

You must modify or discontinue the use of a Mark if we modify or discontinue the Mark. If this happens, we will reimburse you for your tangible out of pocket cost of compliance (for example, changing letterhead and business cards). You must not directly or indirectly contest our rights to the Marks, or any

other trademarks, trade names, service marks, logos, trade secrets or business techniques that are part of our business.

We do not know of any infringing uses that could materially affect your use of the Marks.

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

The information contained in the Operations Manual is proprietary and is protected by copyright and other laws. The Operations Manual and the limitations of the use of it by you and your employees are described in Sections 7, 8 and 10 of the Franchise Agreement. The designs contained in the Marks, the layout of our advertising materials, the content and format of any other writings or copyright and other laws also protect recordings in print or electronic form. Although we have not filed an application for copyright registration for the Operations Manual, the advertising materials, the content and format of any other writings and recordings, we and our affiliates claim common law and federal copyrights in these items. We grant you the right to use this proprietary and copyrighted information ("**Copyright Works**") in connection with your operation of your Irrigation Business, but these copyrights remain our or our affiliates' sole property.

There are currently no effective determinations of the United States Copyright Office or any court regarding any of our or our affiliates' Copyrighted Works, nor are any proceedings pending, nor are there any currently effective agreements between us or our affiliates, and third parties, or infringing uses pertaining to the Copyrighted Works that will or may significantly limit your use of our or our affiliates' Copyrighted Works.

Our Operations Manual, electronic information and communications, sales and promotional materials, the development and use of our System, standards, specifications, policies, procedures, information, concepts and systems on, knowledge of and experience in the development, operation and franchising of Irrigation Businesses, formulations for and packaging of Products and Services sold at Irrigation Businesses, information concerning Product and Service sales, operating results, financial performance and other financial data of Irrigation Businesses and other related materials are proprietary and confidential ("**Confidential Information**") and are considered to be our property to be used by you only as described in the Franchise Agreement or the Operations Manual. Where appropriate, certain information has also been identified as trade secrets ("**Trade Secrets**"). The formulae for the products that we manufacture or have manufactured and carry the CONSERVA IRRIGATION® name constitute Trade Secrets. We will not disclose these formulae to you; we disclose them only to manufactures, suppliers and others with a need to know, and then only on receipt of a signed confidentiality agreement. You must maintain the confidentiality of our Confidential Information and Trade Secrets and adopt reasonable procedures to prevent unauthorized disclosure of our Trade Secrets and Confidential Information.

We will disclose parts of the Confidential Information and Trade Secrets to you as we deem necessary or advisable for the development of your Irrigation Business during training and in guidance and assistance furnished to you under the Franchise Agreement, and you may learn or obtain from us additional Confidential Information and Trade Secrets during the term of the Franchise Agreement. The Confidential Information and Trade Secrets are valuable assets of ours and are disclosed to you on the condition that you, and your owners, if you are a business entity, and employees agree to maintain the information in confidence by entering into a confidentiality agreement that we can enforce. Nothing contained in the Franchise Agreement will be construed to prohibit you from using the Confidential Information or Trade Secrets in the operation of other Irrigation Business during the term of the Franchise Agreement.

You must notify us within 3 days after you learn about another's use of language, a visual image, or a recording of any kind, that you perceive to be identical or substantially similar to one of our Copyright Works or use of our Confidential Information or Trade Secrets or if someone challenges your use of our Copyright Works, Confidential Information or Trade Secrets. We or our affiliates will take whatever action we deem appropriate, in our sole and absolute discretion, to protect our rights in and to the Copyright Works, Confidential Information or Trade Secrets, which may include payment of reasonable costs associated with the action. However, the Franchise Agreement does not require us to take affirmative action in response to any apparent infringement of or challenge to your use of any Copyright Works, Confidential Information or Trade Secrets or claim by any person of any rights in any Copyright Works, Confidential Information or Trade Secrets. You must not directly or indirectly contest our rights to any of our Copyright Works, Confidential Information or Trade Secrets. You may not communicate with anyone except us and our counsel with respect to any infringement, challenge or claim. We will have discretion to take action as we deem appropriate regarding any infringement, challenge or claim, and the sole right to control exclusively any litigation or other proceeding arising out of any infringement, challenge or claim under any Copyright Works, Confidential Information or Trade Secrets. You must sign any and all instruments and documents, give the assistance, and do acts and things that may, in the opinion of our counsel, be necessary to protect and maintain our interests in any litigation or proceeding or to protect and maintain our interests in the Copyright Works, Confidential Information or Trade Secrets. If we require you to modify or discontinue any Copyright Works, Confidential Information or Trade Secrets, you must do so at your own expense.

No patents are material to us at this time and we do not have any pending patent applications that are material to the franchise.

We have the right to inspect, copy and use all records with respect to the customers, suppliers, and other services providers of, and related in any way to, your Irrigation Business. This includes, without limitation, all databases (whether in print, electronic, or other form), including all names, addresses, phone numbers, e-mail addresses, and customer purchase records. We may use or transfer the records in any way we wish, both before and after any termination, expiration, repurchase, transfer or otherwise. We may contact any or all of your customers, suppliers, and other service providers for quality control, market research, and other purposes, as we deem appropriate, in our sole discretion.

You must disclose to us all ideas, techniques and products concerning the development and operation of the Irrigation Business you or your employees conceive or develop during the term of the Franchise Agreement. You must grant to us and agree to obtain from your owners or employees a perpetual, non-exclusive and worldwide right to use these ideas, techniques and products concerning the development and operation of Irrigation Business that you or your employees conceive or develop during the term of the Franchise Agreement in all related product and service businesses that you operate. We will have no obligation to make any lump sum or on-going payments to you with respect to any idea, concept, method, technique or product. You must agree that you will not use, nor will you allow any other person or entity to use any of these ideas, techniques or products without obtaining our prior written approval.

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

The franchisee must be an entity by the time you commence operations. The direct, on-site supervision of your Irrigation Business must be done by a Designated Business Manager, which could be one of your employees. The Designated Business Manager is not required to own a beneficial interest in the business entity.

If we believe you lack sufficient business experience, you must designate a Designated Business Manager to act as the operating manager for your Irrigation Business. We must approve the selection of the Designated Business Manager before signing the Franchise Agreement. The Designated Business Manager must attend and successfully complete the initial training program and must abide by the obligations in the Franchise Agreement and the Operating Manual. The Designated Business Manager must agree to the same confidentiality and non-competition obligations that you are required to abide by (see Attachment A to the Franchise Agreement).

Each individual who owns, directly or indirectly, a 5% or greater interest in you (and, if you sign the Franchise Agreement as an individual, your immediate family defined as your spouse and domestic partner) must sign the Guaranty and Assumption of Franchisee's Obligations assuming and agreeing to discharge all of your obligations and comply with all restrictions under the Franchise Agreement (See Attachment B to the Franchise Agreement).

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must refrain from using or permitting the use of your Irrigation Business for any other purpose or activity except as defined herein at any time without first obtaining our written consent.

You must sell or offer for sale only those Services and Products which are authorized by us, and which meet our standards and specifications. You may sell or offer for sale those Services and Products to any customer in the Territory. You may not use other brands of products that we have not approved in writing.

You must follow our policies, procedures, methods, and techniques. We may change or add to our required Services and Products at our discretion with prior notice to you. You must discontinue selling and offering for sale any Services or Products, which we may, in our discretion, disapprove in writing at any time. We impose these requirements to control the quality of the Services and Products that you and other franchisees may offer though the use of our trade name and Marks.

We may grant you permission, in our sole discretion, to sell or service customers in an adjacent, unsold territory. However, when the adjacent territory is sold to another franchisee, you must cease all sales and service activities in that adjacent territory.

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 or Other Agreement	Summary
a. Length of the Franchise Term	Section 3 of Franchise Agreement	Franchise Agreement: 7 years.
b. Renewal or extension of the term	Section 3 of Franchise Agreement	If you wish to do so, and you satisfy all of the pre-conditions to obtaining a Successor Franchise, we will offer you the right to obtain an additional term of for a period of time equal to our then-current initial term (but no less than 5 years).

Provision	Section in Franchise Agreement or Other Agreement	Summary
c. Requirements for franchisee to renew or extend	Section 3 of Franchise Agreement	Renewal means obtaining the right to operate the Business for another term. Requirements to renew include: sign our then-current successor franchise agreement ("**Successor Franchise Agreement**") for the Successor Term, and this new Franchise Agreement may have materially different terms and conditions (including, *e.g.* higher royalty and advertising contributions) from the Franchise Agreement that covered your original term, be current in all payments, not have committed 2 breaches in the 24 months before the end of the term, sign release, pay renewal fee, meet our qualifications for new and renewing franchisees, provide notice, upgrade the computer system and vehicle, and provide proof of current licenses, insurance and permit.
d. Termination by franchisee	Not applicable	Not applicable. Franchisees may terminate the Franchise Agreement under any grounds permitted by law.
e. Termination by franchisor without cause	Not applicable	Not applicable
f. Termination by franchisor with cause	Section 17 of Franchise Agreement	We can terminate upon certain violations of the Franchise Agreement by you
g. "Cause" defined – curable defaults	Section 17 of Franchise Agreement	Franchise Agreement: You have 30 days to cure defaults including: failure to comply with operating procedures and standards; failure to obtain our prior written consent; failure to comply with the Operations Manual; default under the lease for the storage facility or other premise; failure to submit reports; failure to accurately report Gross Revenues; or failure to meet Minimum Annual Sales Quota. You have 10 days to cure a failure to comply with any other provision of the Franchise Agreement or any specification, standard or operating procedure prescribed by us (or 30 days for the first noncompliance or breach).
h. "Cause" defined – non-curable defaults	Section 17 of Franchise Agreement	Franchise Agreement: Non-curable defaults include: disclosure of confidential information; abandonment; insolvency; bankruptcy; material judgment against you; you or your operators are convicted of a felony, a crime of moral turpitude or any crime that will affect the System or Marks; failure to pay amounts due; failure to use the Marks correctly; 3 notices of default within a 12-month period; unauthorized transfer; 2 or more times during the term, you underreport Gross Revenue by 3% or more; failure to submit reports or other information 2 or more times during the term; offer for sale any unauthorized product or service; contests the validity of our Marks; liquidation; failure to complete training; 4 or more notices of default during the term; misrepresentation; or failure to obtain and maintain all required permits and licenses.

Provision	Section in Franchise Agreement or Other Agreement	Summary
i. Franchisee's obligations on termination/non-renewal	Sections 10, 12, 14 & 17 of Franchise Agreement	Franchise Agreement: Obligations include complete de-identification, payment of amounts due and return of Operations Manual, all Confidential Information, trade secrets and records, assignment of customer contracts, payment of any customer prepayment, payment of warranty deposit, and compliance with post-termination noncompetition provision.
j. Assignment of contract by franchisor	Section 15.1 of Franchise Agreement	No restriction on our right to assign
k. "Transfer" by franchisee – defined	Section 15 of Franchise Agreement	Franchise Agreement: Includes transfer of contract or assets or ownership change
l. Franchisor approval of transfer by franchisee	Section 15 of Franchise Agreement	We have the right to approve all transfers
m. Conditions for franchisor approval of transfer	Section 15 of Franchise Agreement	Franchise Agreement: New franchisee qualifies, Transfer Fee paid, purchase agreement approved, training arranged, release signed by you and current agreement signed by new franchisee.
n. Franchisor's right of first refusal to acquire your business	Section 16 of Franchise Agreement	We can match any offer for your business
o. Franchisor's option to purchase franchisee's business	Section 16 of Franchise Agreement	We may, but are not required to, purchase your inventory and equipment at fair market value if your franchise is terminated for any reason
p. Death or disability of franchisee	Section 15.9 of Franchise Agreement	Your estate or legal representative must apply to us for the right to transfer to the next of kin within one hundred twenty days
q. Non-competition covenants during the term of the franchise	Section 14 of Franchise Agreement	No involvement in competitive business
r. Non-competition covenants after the franchise is terminated or expires	Sections 14, 17 of Franchise Agreement	Franchise Agreement: No competitive business for 2 years (i) in the Territory or any other Franchisee's Territory; (ii) 10 miles of the Territory or any other Franchisee's Territory or (iii) 10 miles of any of our or our affiliate owned Irrigation Business.
s. Modification of the agreement	Sections 2.3, 7.3 & 20.11 of Franchise Agreement	Franchise Agreement: No modifications of Franchise Agreement during term generally, but Operating Manual subject to change. Modifications permitted on renewal.
t. Integration/merger clause	Section 20.5 of Franchise Agreement	Only the terms of the franchise agreement are binding (subject to state law). Any representations or promises outside of the disclosure document, franchise agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Section 19 of Franchise Agreement	Except for certain claims, all disputes must first be submitted to non-binding mediation, and if unsuccessful, then arbitrated in Virginia, subject to state law.
v. Choice of forum	Sections 19.1 & 20.1	Mediation and arbitration must be in Virginia, subject to state law
w. Choice of law	Sections 19.1 & 20.1 of Franchise Agreement	Virginia law applies, subject to state law.

ITEM 18
PUBLIC FIGURES

We do not currently use any public figure to promote our franchise.

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 licensed, 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) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

SECTION I

A. Gross Revenues Received by Franchisees during Fiscal Year ending September 30, 2022

The information provided in Section A below presents Gross Revenue derived by certain Conserva Irrigation franchisees during the period between October 1, 2021 and September 30, 2022 ("2022 Fiscal Year Reporting Period"). The information provided in the table below was compiled from 51 franchisees that were operational during the entire 2022 Fiscal Year Reporting Period. These franchisees operated 134 franchise territories during the 2022 Fiscal Year Reporting Period. 40 of these 51 franchisees operated in more than one territory under multiple franchise agreements during the entire 2022 Reporting Period as follows: 20 of the franchisees operated in 2 territories, 9 franchisees operated 3 territories, 6 franchisees operated 4 territories, 3 franchisees operated 5 territories, 1 franchisee operated 8 territories and 1 franchisee operated 9 territories. Conserva Irrigation franchisees report Gross Revenues to us for all of their territories on the same report. As a result, for the purposes of this Item 19, each of the 51 franchisees were considered to be one franchise even though some operate in more than one territory. The data excludes 44 franchise territories that commenced operations during the 2022 Fiscal Year Reporting Period and 6 franchise territories that ceased operations during the 2022 Fiscal Year Reporting Period.

A(1) Combined Multi-Territory and Single-Territory Franchisees

TOTAL REVENUE

	Avg Years in Business	#	Min	Max	Median	Average	#above	% above
Greater than 900k	4.1	10	932,527	3,459,942	1,275,444	1,446,375	2	20%
600K - 900K	2.9	8	605,511	868,919	703,560	720,013	4	50%
300K - 600K	2.7	13	306,161	549,874	361,320	385,748	6	46%
Less 300K	2.2	20	110,520	296,637	216,342	210,888	12	60%
Total		51				577,575	18	35%

Of the 10 franchisees with Gross Revenues greater than $900,000, all 10 (100%) operated more than one territory. Of the 8 franchisees with Gross Revenue between $600,000 and $900,000, all 8 (100%) operated more than one territory. Of the 13 franchisees with Gross Revenues between $300,000 and $600,000, 8 (62%)

operated more than one territory. Of the 20 franchisees with revenue less than $300,000, 14 (70%) operated more than one territory.

A(2) Multi-Territory Franchisees Only

TOTAL REVENUE							
	#	Min	Max	Median	Average	#above	% above
Top Third	13	815,669	3,459,942	1,032,296	1,305,963	5	38%
Middle Third	13	306,161	754,242	402,483	479,624	5	38%
Bottom Third	14	110,520	296,637	217,442	219,207	7	50%

A(3) Single-Territory Franchisees Only

TOTAL REVENUE							
	#	Min	Max	Median	Average	#above	% above
Top Half	6	282,128	549,874	338,477	384,678	2	33%
Bottom Half	5	123,915	225,226	157,944	173,347	2	40%

The term "Revenues" has the same general meaning as in the Franchise Agreement as "Gross Revenue", which is defined in the Franchise Agreement as: the total of all receipts derived from all sales of products and services in connection with the Irrigation Business, including, without limitation, labor, insurance claims for lost profits to the extent a claim is paid by the insurer, and all other products and services sold or performed by or for the franchisee or its Irrigation Business or by means of the business conducted under the Franchise Agreement, whether the receipts are evidenced by cash, credit, checks, gift certificates, scrip, coupons, services, property or other means of exchange. Revenues do not include:

(i) the amount of any tax imposed by any federal, state, municipal or other governmental authority directly on sales and collected from customers, provided that the amount of any such tax is shown separately and in fact paid by you to the appropriate governmental authority; and

(ii) all customer refunds, valid discounts and coupons, and credits made by the Irrigation Business (exclusions will not include any reductions for credit card user fees, financing program fees, returned checks or reserves for bad credit or doubtful accounts).

B. Franchisee percentage growth in Gross Revenues for the twelve-month period ending September 30, 2022 compared to the twelve month period ending September, 30 2021

The table below presents the growth in Gross Revenue for 33 of the 51 franchisees that operated the full twelve-months ending September 30, 2022, and the full twelve month-months ending September 30, 2021. The percentage growth for each franchisee is calculated by taking the difference in Gross Revenues reported for the twelve-months ending September 30, 2022, and the twelve-months ending September 30, 2021 and dividing the difference by the twelve-months ending September 30, 2021.

[Chart on Following Page]

Fiscal Year Revenue Growth		
Location	% increase Fiscal Year Revenue 2022-2021	Multi/Single Location Operator
1	142.7%	Multi
2	123.8%	Multi
3	89.8%	Multi
4	82.3%	Multi
5	76.4%	Multi
6	64.5%	Multi
7	61.0%	Multi
8	43.1%	Multi
9	39.7%	Multi
10	38.8%	Single
11	38.7%	Single
12	37.6%	Multi
13	35.8%	Multi
14	35.0%	Single
15	33.9%	Multi
16	33.2%	Single
17	27.8%	Multi
18	23.8%	Multi
19	23.4%	Multi
20	23.1%	Multi
21	22.8%	Multi
22	20.3%	Single
23	17.1%	Single
24	10.3%	Multi
25	9.1%	Multi
26	8.2%	Multi
27	5.1%	Multi
28	3.8%	Multi
29	2.2%	Multi
30	0.8%	Multi
31	0.5%	Single
32	-0.8%	Single
33	-6.1%	Multi
Total Average	35.4%	
# and (%) Above Average	13 (39%)	
Total Median	27.8%	

SECTION II

The information provided below was compiled from 30 franchisees operating in 89 territories that were operational for all of 2021 and reported to us at least one of the following: (A) an annual Profit and Loss statement ("P&L"); (B) detailed customer reports from the customer relationship management ("CRM") software; or (C) the number of full-time equivalent technicians in 2021 ("Reporting Franchisees"). A "technician" is a person employed by the Irrigation Business or the owner of the Irrigation Business who is responsible for the repair, maintenance, service, design and construction of irrigation systems. Conserva Irrigation franchisees report Gross Sales to us for all of their territories on the same report. As a result, for the purposes of this Item 19, each of the 30 franchisees were considered to be one franchise even though some operate in more than one territory. The information contained in this Section II reflects the most current information available to us as of the issuance date of this disclosure document because we typically are unable to collect this information from our franchisees until April of each year.

The information below excludes 30 franchisees operating in 79 territories that either began operations after January 1, 2021, operated the business as a part-time business or as an ancillary business with another business or did not report a detailed annual P&L, CRM reports or technician data for a complete 2021 year operations. The Reporting Franchisees also exclude information for 3 operators that operated 6 territories that terminated operations in 2021. Finally, the data also excludes one operation of five territories operated by our predecessor's affiliate.

C. Average Total Revenue Less Average COGS and Average Certain Expenses of Reporting Franchisees Operating for at Least Two Years as of December 31, 2021.

While the information in Section D through N focus on revenues and expenses by the applicable Reporting Franchisees that had been open and operating throughout 2021, this Section C presents information for those 20 Reporting Franchisees operating in 64 territories that had been open and operating on a full-time basis for at least two full years as of December 31, 2021. Fifteen of the 20 Reporting Franchisees contained in the chart below operate multiple territories. The below chart reflects the average revenues, certain costs, and expenses in the 2021 calendar year by these 20 Reporting Franchisees.

[Chart on Following Page]

REVENUE MINUS COGS AND CERTAIN MARKETING & OPERATING EXPENSES

	Average	% of Revenue
Revenue	**759,687**	100.0%
Cost of Goods Sold		
Labor	203,951	26.8%
Material	133,689	17.6%
Equipment Rental	6,544	0.9%
Gross Profit Margin	**415,503**	54.7%
Certain Marketing & Operating Expenses		
Royalties	58,178	7.7%
Local Marketing Investments	42,842	5.6%
National Brand Marketing Fund Investments	11,395	1.5%
Office Manager Compensation	30,024	4.0%
Small Tools, Equipment & Uniform Expense	6,491	0.9%
Vehicle Expense	54,979	7.2%
Bank Service Charges & Merchant Fees	17,367	2.3%
Insurance	22,956	3.0%
Licenses & Permits	2,737	0.4%
IT & Telephone	17,722	2.3%
Total Revenue Less Cost of Goods Sold and Certain Required Marketing & Operating Expenses	**150,810**	19.9%

"Average" means the respective amount is equal to the average amount generated or incurred by the 20 Reporting Franchisees that were open and operating on a full-time basis for at least two years as of December 31, 2021. "% of Revenue" is calculated by taking the respective amount and dividing it by the average Revenue.

The term "Revenues" has the same meaning as described above. The Gross Revenues figures above do not reflect other fixed and variable costs and expenses associated with operating an Irrigation Business, including the cost of sales, Monthly Branding Royalties, National Branding & Marketing Fees, salaries, automobile expenses, insurance costs and advertising and marketing expenses, which must be deducted from the Gross Revenues to obtain your net income or profit. You should conduct an independent investigation of your potential Gross Revenues and the costs and expenses you will incur in operating your Irrigation Business. The franchisees listed in this disclosure document may be a valuable source of some of this information.

The median Revenue was $524,770, with a high of $3,458,600 and a low of $162,217. Eight of the 20 Reporting Franchisees (or 40%) met or exceeded the average.

"Labor" is all director labor costs including direct payroll and payroll taxes for employee technicians providing irrigation repair and maintenance services, but does not include Officer Manager Compensation (as defined below). In addition, some franchisees hire subcontracted labor primarily for the installation of new irrigation systems and those costs are included in Cost of Labor. The Cost of Labor does not include benefits or unemployment insurance. The median cost of Labor was $147,748, and 7 of the 20 Reporting Franchisees (or 35%) met or exceeded the average.

"Materials" includes all products utilized in repairing and installing irrigation or drainage systems including points of connection, valves, wiring, spray nozzles, spray heads, rotating nozzles, controllers, irrigation pipes, and other accessories. The median cost of Materials was $93,245, and 5 of the 20 Reporting Franchisees (or 25%) met or exceeded the average.

"Equipment Rental" means any trenching equipment or air compressors rented on a temporary basis. The median cost of Equipment Rental was $2,030, and 9 of the 20 Reporting Franchisees (or 45%) met or exceeded the average.

"Royalties" was calculated by first determining the amount of Monthly Branding Royalty that each of the 20 Reporting Franchisees would have paid under this FDD, and then taking the total average of such amount. The median cost of Royalties was $41,734, and 8 of the 20 Reporting Franchisees (or 40%) met or exceeded the average.

"Local Marketing Investments" means the amount spent on advertising and marketing activities within their territories. It also includes the Digital Marketing Fee and Technology Fee. Some of the 20 Reporting Franchisees are entitled to spend less on Local Marketing Investments under their older form of franchise agreement. The median Local Marketing Investment was $22,889, and 10 of the 20 Reporting Franchisees (or 50%) met or exceeded the average.

"National Brand Marketing Fund Investments" has the same general meaning as the National Branding & Marketing Fees as described in this FDD. The amount shown was calculated by determining the amount that the 20 Reporting Franchisees would have paid under this FDD. However, some of the 20 Reporting Franchisees are entitled to pay a lower National Branding & Marketing Fee under their older form of franchise agreement. The actual median National Brand Marketing Fund Investment of these 20 Reporting Franchisees was $7,872, and 8 of the 20 Reporting Franchisees (or 40%) met or exceeded the average.

"Office Manager Compensation" means compensation paid to either part-time or full-time office administration staff to answer phones, respond to new customer inquiries, assist in scheduling, help maintain data in the field services IT platform, and sometimes light bookkeeping. Of the 20 Reporting Franchisees, only three Franchisees had more than one full-time office manager staff, four Franchisees had no office manager staff, and the other 13 Franchisees employed a mix of part-time and full-time office administrative support. The median Office Manager Compensation was $19,758, and 8 of the 20 Reporting Franchisees (or 40%) met or exceeded the average. You are solely responsible for determining the levels of compensation and benefits you give to your employees and office managers.

"Small Tools, Equipment & Uniform Expense" means all usual and customary irrigation hand tools, electronic diagnostic equipment such as multi-meters and wire or valve locators, and branded apparel. The median cost of Small Tools, Equipment & Uniform Expense was $3,416, and 4 of the 20 Reporting Franchisees (or 20%) met or exceeded the average.

"Vehicle Expense" is reported vehicle related expenses including costs associated with operating service vehicles utilized by technicians to provide irrigation repair and maintenance services, the cost of vehicle leases, fuel and vehicle maintenance. It does not include automobile insurance costs and if the Reporting

Franchisees own the vehicle, it does not include depreciation expense associated with the vehicle. The median cost of Vehicle Expense was $37,207, and 8 of the 20 Reporting Franchisees (or 40%) met or exceeded the average.

"Bank Service Charges & Merchant Fees" means customary fees associated with maintaining a local banking relationship and accepting payment from customers via credit cards. The median cost Bank Service Charges & Merchant Fees was $10,622, and 7 of the 20 Reporting Franchisees (or 35%) met or exceeded the average.

"Insurance" means the amount spent on insurance coverage policies required under this FDD. The median cost Insurance was $13,834, and 6 of the 20 Reporting Franchisees (or 30%) met or exceeded the average.

"License & Permits" means the amount spent on maintaining required licenses and permits in order to operate their Irrigation Business during their second or subsequent full year of operations. The median cost License & Permits was $1,409, and 6 of the 20 Reporting Franchisees (or 30%) met or exceeded the average.

"IT & Telephone" means the amount spend on licensing the field services technology platform for office and field devices and maintaining a VOIP phone system. The median cost IT & Telephone was $11,150, and 7 of the 20 Reporting Franchisees (or 35%) met or exceeded the average.

"Total Revenue Less Cost of Goods Sold and Certain Required Marketing & Operating Expenses" means the average total Revenue minus Labor, Materials, Equipment Rental, Royalties, Local Marketing Investments, National Brand Marketing Fund Investments, Office Manager Compensation, Small Tools, Equipment & Uniform Expense, Vehicle Expense, Bank Service Charges & Merchant Fees, Insurance, License & Permits, and IT & Telephone. This amount does not equal the average gross profit of the 20 Reporting Franchisees that had been open and operating on a full-time basis for at least two years as of December 31, 2021, as they each incurred additional costs and expenses that are not reflected in this Section A.

D. Gross Profit Margin for 2021

This section presents Gross Profit Margin (as defined below) information reported by certain Reporting Franchisees during 2021. The information provided in the table below was compiled from 30 Reporting Franchisees operating 89 territories.

D(1) Combined Multi-Territory and Single-Territory Franchisees

GROSS PROFIT MARGIN							
	#	Min	Max	Median	Average	#above average	% above average
Top Third	10	55.7%	71.3%	63.6%	62.7%	6	60%
Middle Third	10	51.2%	55.6%	52.7%	53.0%	4	40%
Bottom Third	10	23.9%	49.7%	46.5%	44.3%	8	80%

D(2) Multi-Territory Franchisees Only

GROSS PROFIT MARGIN							
	#	Min	Max	Median	Average	#above average	% above average
Top Third	8	54%	69%	60%	60%	4	50%
Middle Third	7	50%	54%	52%	52%	3	43%
Bottom Third	8	24%	48%	46%	43%	7	88%

D(3) Single-Territory Franchisees Only

GROSS PROFIT MARGIN							
	#	Min	Max	Median	Average	#above average	% above average
Top Half	3	58%	71%	67%	66%	2	67%
Bottom Half	4	47%	56%	54%	53%	2	50%

The Gross Profit Margin is defined as "Adjusted Gross Profit" divided by the Gross Revenues of the operation for the full year of 2021. Adjusted Gross Profit is equal to Gross Revenue less the Cost of Materials (defined in Section E below), Cost of Labor (defined in Section E below) and the cost of renting equipment like trenchers and compressors.

E. Cost of Materials as a Percentage of Gross Revenue for 2021

This section presents the Cost of Materials as a percent of Gross Revenue for certain Reporting Franchisees during 2021 (as defined below). The information provided in the table below was compiled from 30 Reporting Franchisees operating 89 territories.

E(1) Combined Multi-Territory and Single-Territory Franchisees

COST OF MATERIALS AS A PERCENTAGE OF REVENUE					
	#	Min	Max	Median	Average
Top Third	10	5.3%	16.0%	12.7%	12.4%
Middle Third	10	16.2%	21.1%	18.3%	18.2%
Bottom Third	10	21.4%	26.3%	23.1%	23.3%

E(2) Multi-Territory Franchisees Only

COST OF MATERIALS AS A PERCENTAGE OF REVENUE					
	#	Min	Max	Median	Average
Top Third	8	5.3%	16.2%	13.5%	12.8%
Middle Third	7	16.6%	21.1%	17.8%	18.3%
Bottom Third	8	21.4%	26.3%	23.1%	23.3%

E(3) Single-Territory Franchisees Only

COST OF MATERIALS AS A PERCENTAGE OF REVENUE					
	#	Min	Max	Median	Average
Top Half	3	8.8%	16.0%	12.3%	12.4%
Bottom Half	4	18.7%	24.4%	20.5%	21.0%

The Cost of Materials as a Percentage of Gross Revenue is calculated by taking all "Cost of Materials" divided by the total Gross Revenues. Cost of Materials includes all products utilized in repairing and installing irrigation systems including spray nozzles, spray heads, rotating nozzles, controllers, irrigation pipes, and other accessories.

F. Cost of Labor as a Percentage of Gross Revenue

This section presents the Cost of Labor as a percent of Gross Revenue for certain Reporting Franchisees during 2021 (as defined below). The information provided in the table below was compiled from 30 Reporting Franchisees operating 89 territories.

F(1) Combined Multi-Territory and Single-Territory Franchisees

COST OF LABOR AS A PERCENTAGE OF REVENUE					
	#	Min	Max	Median	Average
Top Third	10	9.7%	25.8%	21.1%	20.6%
Middle Third	10	26.2%	30.4%	28.6%	28.4%
Bottom Third	10	30.4%	53.4%	31.8%	34.3%

F(2) Multi-Territory Franchisees Only

COST OF LABOR AS A PERCENTAGE OF REVENUE					
	#	Min	Max	Median	Average
Top Third	8	16.8%	27.1%	24.0%	22.7%
Middle Third	7	27.1%	30.4%	29.8%	29.2%
Bottom Third	8	31.0%	53.4%	32.2%	35.1%

F(3) Single-Territory Franchisees Only

COST OF LABOR AS A PERCENTAGE OF REVENUE					
	#	Min	Max	Median	Average
Top Half	3	9.7%	22.2%	19.9%	17.3%
Bottom Half	4	25.1%	32.0%	28.6%	28.6%

The Cost of Labor as a Percentage of Gross Revenue is calculated by taking "Cost of Labor" divided by the total Gross Revenues. Cost of Labor is all director labor costs including direct payroll and payroll taxes for employee technicians providing irrigation repair and maintenance services. In addition, some franchisees

hire subcontracted labor primarily for the installation of new irrigation systems and those costs are included in Cost of Labor. The Cost of Labor does not include benefits or unemployment insurance.

G. Marketing & Advertising as a Percentage of Gross Revenue

This section presents Marketing and Advertising costs as a percent of Gross Revenue for certain Reporting Franchisees during 2021 (as defined below). The information provided in the table below was compiled from 30 Reporting Franchisees operating 89 territories.

G(1) Combined Multi-Territory and Single-Territory Franchisees

MARKETING & ADVERTISING AS A PERCENTAGE OF REVENUE					
	#	Min	Max	Median	Average
Top Third	10	1.6%	4.1%	3.9%	3.4%
Middle Third	10	4.3%	6.8%	5.5%	5.5%
Bottom Third	10	7.1%	21.8%	8.5%	11.0%

G(2) Multi-Territory Franchisees Only

MARKETING & ADVERTISING AS A PERCENTAGE OF REVENUE					
	#	Min	Max	Median	Average
Top Third	8	1.6%	4.1%	3.9%	3.3%
Middle Third	7	4.3%	6.8%	5.8%	5.8%
Bottom Third	8	7.1%	21.8%	8.5%	11.7%

G(3) Single-Territory Franchisees Only

MARKETING & ADVERTISING AS A PERCENTAGE OF REVENUE					
	#	Min	Max	Median	Average
Top Half	3	3.8%	4.4%	4.0%	4.1%
Bottom Half	4	4.5%	8.6%	6.7%	6.6%

Marketing and Advertising as a Percentage of Gross Revenue is calculated by taking the cost of Marketing and Advertising divided by the total Gross Revenues. Marketing and Advertising is all direct costs to advertise and market the Irrigation Business in a franchisee's local market including radio and print advertising, direct mail, internet Pay-per-click advertising and search engine optimization services, public relations, yard signs and other related services. Marketing and Advertising does include amounts credited towards the Individual Advertising Investment but does not include the National Branding & Marketing Fee or Digital Marketing Fee.

H. Vehicle Expense as a Percent of Gross Revenue

This section presents the Vehicle Expense as a percent of Gross Revenue for certain Reporting Franchisees during 2021 (as defined below). The information provided in the table below was compiled from 30 Reporting Franchisees operating 89 territories.

H(1) Combined Multi-Territory and Single-Territory Franchisees

VEHICLE EXPENSE AS A PERCENTAGE OF REVENUE					
	#	Min	Max	Median	Average
Top Third	10	2.1%	5.4%	3.4%	3.5%
Middle Third	10	6.0%	8.7%	6.7%	7.1%
Bottom Third	10	8.8%	14.0%	10.7%	11.2%

H(2) Multi-Territory Franchisees Only

VEHICLE EXPENSE AS A PERCENTAGE OF REVENUE					
	#	Min	Max	Median	Average
Top Third	8	2.8%	6.2%	3.8%	4.3%
Middle Third	7	6.5%	8.4%	6.7%	7.2%
Bottom Third	8	8.7%	14.0%	10.4%	10.9%

H(3) Single-Territory Franchisees Only

VEHICLE EXPENSE AS A PERCENTAGE OF REVENUE					
	#	Min	Max	Median	Average
Top Half	3	2.1%	3.1%	2.7%	2.6%
Bottom Half	4	5.4%	13.0%	10.2%	9.7%

The Vehicle as a Percentage of Gross Revenue is calculated by taking the Vehicle Expense divided by the total Gross Revenues. Vehicle Expense is all reported vehicle related expenses including costs associated with operating service vehicles utilized by technicians to provide irrigation repair and maintenance services, the cost of vehicle leases, fuel and vehicle maintenance. It does not include automobile insurance costs and if the Reporting Franchisees own the vehicle, it does not include depreciation expense associated with the vehicle.

I. Total Customer Counts

This section presents the total number of unique customers serviced by the Reporting Franchisees during 2021 (as defined below). The information provided in the table below was compiled from 30 Reporting Franchisees operating 89 territories.

I(1) Combined Multi-Territory and Single-Territory Franchisees

CUSTOMER COUNTS					
	#	Min	Max	Median	Average
Top Third	10	906	4,480	1,462	1,655
Middle Third	10	433	851	501	584
Bottom Third	10	259	394	324	330

The customer count data is provided by detailed reports from the CRM software that identified unique customers that received at least one service call by the Reporting Franchisees during 2021.

I(2) Multi-Territory Franchisees Only

CUSTOMER COUNTS					
	#	Min	Max	Median	Average
Top Third	8	1,055	4,480	1,518	1,831
Middle Third	7	471	997	825	765
Bottom Third	8	259	454	370	363

I(3) Single-Territory Franchisees Only

CUSTOMER COUNTS					
	#	Min	Max	Median	Average
Top Half	3	475	516	511	501
Bottom Half	4	293	351	317	319

J. Package Customers as a Percentage of Total Customers

This section presents the total number of customers that have contracted for annual service packages as a percentage of total customers serviced by the Reporting Franchisees during 2021 (as defined below). The information provided in the table below was compiled from 30 Reporting Franchisees operating 89 territories.

PACKAGE CUSTOMERS AS A % OF TOTAL CUSTOMERS					
	#	Min	Max	Median	Average
Top Third	10	35.3%	70.5%	43.2%	47.9%
Middle Third	10	10.2%	33.6%	15.2%	17.7%
Bottom Third	10	0.3%	9.4%	3.4%	4.1%

The package customers as a percent of total customers is calculated from data provided by detailed reports from the CRM software. The total number of unique customers that contracted for an annual service package is divided by the total number of unique customers serviced during 2021. Annual service packages include a summarization and repair visit to turn the irrigation system on in the spring, one or more mid-season inspection and repair visits, and a winterization service at the end of the irrigation season. These package customers represent recurring revenue contracted in advance throughout the irrigation season.

K. Service Visits per Customer

This section presents the total number of service visits per unique customer serviced by the Reporting Franchisees during 2021 (as defined below). The information provided in the table below was compiled from 30 Reporting Franchisees operating 89 territories.

SERVICE VISITS PER CUSTOMER					
	#	Min	Max	Median	Average
Top Third	10	2.2	3.3	2.6	2.7
Middle Third	10	1.8	2.1	2.0	1.9
Bottom Third	10	1.4	1.7	1.6	1.5

The number of service visits per customer is calculated by taking the total number of service visits for all of 2021 divided by the total number of unique customers serviced by the Reporting Franchisees as reported in the CRM software. A service visit would include any repair visit, installation visit, summarization and repair visit or winterization visit.

L. Gross Revenue per Customer

This section presents the Gross Revenue per unique customer serviced during 2021 (as defined below). The information provided in the table below was compiled from 30 Reporting Franchisees operating 89 territories.

REVENUE PER CUSTOMER					
	#	Min	Max	Median	Average
Top Third	10	$874.65	$1,201.54	$1,028.70	$1,021.97
Middle Third	10	598.96	823.54	753.00	729.08
Bottom Third	10	295.98	577.27	501.71	479.24

The Gross Revenue per Customer is calculated by dividing the total Gross Revenue reported on the P&L by the total number of unique customers reported from the CRM reports.

M. Gross Revenue Per Service Visit

This section presents the Gross Revenue per service visit during 2021 (as defined below). The information provided in the table below was compiled from 30 Reporting Franchisees operating 89 territories.

REVENUE PER SERVICE VISIT					
	#	Min	Max	Median	Average
Top Third	10	$406.56	$668.65	$508.20	$518.76
Middle Third	10	350.05	390.48	364.36	369.26
Bottom Third	10	137.00	338.84	219.10	240.55

The Gross Revenue per Service is calculated by dividing the total Gross Revenue reported on the P&L by the total number of unique service visits reported from the CRM reports.

N. Revenue per Full-Time-Equivalent Irrigation Technician

This section presents the Gross Revenue per full-time-equivalent irrigation technician during 2021 (as defined below). The information provided in the table below was compiled from 30 Reporting Franchisees operating 89 territories.

REVENUE PER FTE IRRIGATION TECHNICIAN

	#	Min	Max	Median	Average
Top Third	10	$185,077	$413,765	$223,389	$238,889
Middle Third	10	149,694	172,930	163,785	161,511
Bottom Third	10	40,718	141,634	98,917	100,368

The Gross Revenue per full-time equivalent irrigation technician is calculated by dividing the total Gross Revenue reported on the P&L by reported number of full-time-equivalent irrigation technicians reported by the Reporting Franchisee during 2021. Reporting Franchisees report the number of full-time-equivalent based on their payroll records and include technicians that may have only been employed during part of the year.

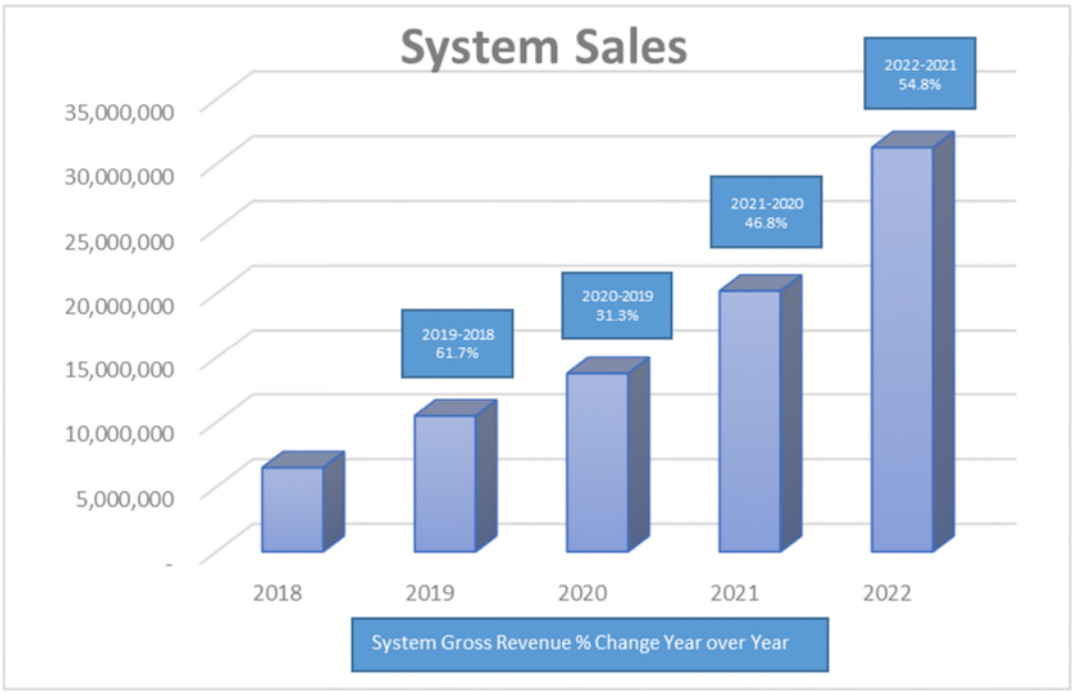
SECTION III

O. CONSERVA Franchise System Sales for Years ending September 30, 2018, 2019, 2020, 2021 and 2022

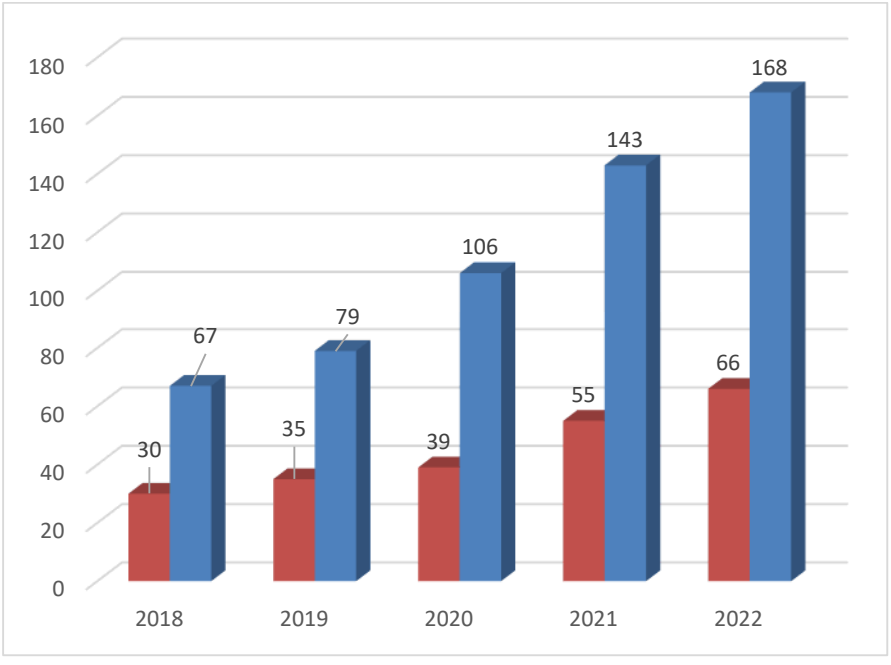
The information provided in the table below is based on the aggregate Gross Revenues ("System Sales") reported to us from all CONSERVA franchisees whose CONSERVA businesses were operational for any part, even as little as one month if the franchisee completed initial training in October of their initial year of operations, of each fiscal year ended September 30, 2018, September 30, 2019, September 30, 2020, September 30, 2021, and September 30, 2022.

Conserva System Sales from 2018 – 2022
Years Ending September 30

Year	System Gross Revenues	System Gross Revenue % Change Year over Year	Number of Franchised Territories as of Calendar Year End	Number of Franchisees as of Calendar Year end
2018	$6,478,227	N/A	67	30
2019	$10,476,795	61.7%	79	35
2020	$13,755,666	31.3%	106	39
2021	$20,191,491	46.8%	143	55
2022	$31,262,486	54.8%	168	66



Conserva Franchisees (Operations) and Territories



P. Additional Note Applicable to Sections A through O Above

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

The financial information we and our predecessor utilized in preparing the preceding financial performance representations was based entirely upon information reported to us, our predecessor, or Outdoor Living Brands by the franchisees.

We will, upon reasonable request, provide to you written substantiation for the information provided in this Item 19.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Each "outlet" described below in Item 20 is one territory.

Table No. 1
SYSTEMWIDE OUTLET SUMMARY
FOR FISCAL YEARS 2020 TO 2022

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2020	79	106	+27
	2021	106	143	+37
	2022	143	168	+25
Company-Owned(1)	2020	4	5	1
	2021	5	0	-5
	2022	0	0	0
Total Outlets	**2020**	**83**	**111**	**+28**
	2021	**111**	**143**	**+32**
	2022	**143**	**168**	**+25**

(1) These outlets are operated by our predecessor's affiliate(s).

Table No.2
TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS
(OTHER THAN THE FRANCHISOR)
FOR FISCAL YEARS 2020 TO 2022

State	Year	Number of Transfers
Florida	2020	1
	2021	0
	2022	0
Georgia	2020	0
	2021	0
	2022	5
Indiana	2020	0
	2021	0
	2022	2

State	Year	Number of Transfers
North Carolina	2020	2
	2021	0
	2022	0
South Carolina	2020	0
	2021	2
	2022	0
Texas	2020	2
	2021	0
	2022	1
Virginia	2020	0
	2021	0
	2022	4
Totals	**2020**	**5**
	2021	**2**
	2022	**12**

Table No. 3
FRANCHISED OUTLETS STATUS SUMMARY
FOR FISCAL YEARS 2020 TO 2022

State	Year	Outlets Operating at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets Operating At Year End
Alabama	2020	1	1	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
Arizona	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	2	0	0	0	0	2
Arkansas	2020	0	0	0	0	0	0	0
	2021	0	2	0	0	0	0	2
	2022	2	0	0	0	0	0	2
California	2020	2	2	2	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
Colorado	2020	1	6	0	0	0	0	7
	2021	7	0	0	0	0	0	7
	2022	7	0	2	0	0	0	5
Connecticut	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	3	0	0	0	0	3
Florida	2020	14	6	0	0	0	0	20
	2021	20	4	5	0	0	0	19
	2022	19	2	0	0	0	0	21
Georgia	2020	4	0	0	0	0	0	4
	2021	4	1	0	0	0	0	5
	2022	5	0	0	0	0	0	5
Idaho	2020	0	0	0	0	0	0	0
	2021	0	2	0	0	0	0	2
	2022	2	0	0	0	0	0	2

State	Year	Outlets Operating at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets Operating At Year End
Illinois	2020	6	0	6	0	0	0	0
	2021	0	3	0	0	0	0	3
	2022	3	4	3	0	0	0	4
Indiana	2020	0	2	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
Kansas	2020	1	0	0	0	0	0	1
	2021	1	4	1	0	0	0	4
	2022	4	0	0	0	0	0	4
Kentucky	2020	1	0	1	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Louisiana	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Massachusetts	2020	0	0	0	0	0	0	0
	2021	0	2	0	0	0	0	2
	2022	2	0	0	0	0	0	2
Michigan	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	5	0	0	0	0	5
Minnesota	2020	4	7	0	0	0	0	11
	2021	11	0	0	0	0	0	11
	2022	11	0	0	0	0	0	11
Missouri	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	1	0	0	0	0
New Hampshire	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
New Jersey	2020	7	0	3	0	0	0	4
	2021	4	2	0	0	0	0	6
	2022	6	0	0	0	0	0	6
North Carolina	2020	4	2	0	0	0	0	6
	2021	6	0	0	0	0	0	6
	2022	6	5	0	0	0	0	11
Oklahoma	2020	2	2	0	0	0	0	4
	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
Ohio	2020	7	0	0	0	0	0	7
	2021	7	0	0	0	0	0	7
	2022	7	0	0	0	0	0	7
Oregon	2020	0	0	0	0	0	0	0
	2021	0	2	0	0	0	0	2
	2022	2	0	0	0	0	0	2
Pennsylvania	2020	0	0	0	0	0	0	0
	2021	0	3	0	0	0	0	3
	2022	3	0	0	0	0	0	3

State	Year	Outlets Operating at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets Operating At Year End
South Carolina	2020	1	6	0	0	0	0	7
	2021	7	0	0	0	0	0	7
	2022	7	0	0	0	0	0	7
Tennessee	2020	1	2	2	0	0	0	1
	2021	1	3	0	0	0	0	4
	2022	4	0	0	0	0	0	4
Texas	2020	6	5	2	0	0	0	9
	2021	9	12	0	0	0	0	21
	2022	21	4	0	0	0	0	25
Utah	2020	0	2	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	5	0	0	0	0	7
Virginia	2020	7	0	0	0	0	0	7
	2021	7	3	0	0	0	0	10
	2022	10	1	0	0	0	0	11
Washington	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
Wisconsin	2020	5	0	0	0	0	0	5
	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	0	5
Totals	**2020**	**79**	**43**	**16**	**0**	**0**	**0**	**106**
	2021	**106**	**43**	**6**	**0**	**0**	**0**	**143**
	2022	**143**	**31**	**6**	**0**	**0**	**0**	**168**

Table No. 4
COMPANY-OWNED OUTLETS STATUS SUMMARY
FOR FISCAL YEARS 2020 TO 2022

State	Year	Outlets Operating at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets Operating At End of Year
North Carolina	2020	4	1	0	0	0	5
	2021	5	0	0	5	0	0
	2022	0	0	0	0	0	0
Totals	**2020**	**4**	**1**	**0**	**0**	**0**	**5**
	2021	**5**	**0**	**0**	**5**	**0**	**0**
	2022	**0**	**0**	**0**	**0**	**0**	**0**

(1) Company-Owned outlets are operated by our predecessor's affiliate(s).

Table No. 5
PROJECTED OPENINGS
AS OF SEPTEMBER 30, 2022

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company Owned Outlets in the Next Fiscal Year
Arizona	0	2	0
Delaware	0	1	0
Florida	5	1	0
Illinois	0	1	0
Michigan	1	0	0

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company Owned Outlets in the Next Fiscal Year
New York	0	3	0
Ohio	0	5	0
Texas	2	1	0
Totals	8	14	0

Notes to Above Tables:

(*) Our predecessor's fiscal year ended December 31st, and therefore the numbers for 2020 reflect amounts based upon a fiscal year ended December 31st. Because our fiscal year is ended September 30th, the numbers for the year 2021 reflect amounts based upon January 1, 2021, to September 30, 2021, and the numbers for the year 2022 (and each year going forward) reflect a fiscal year ended September 30th.

List of Current Franchisees

The names, addresses and telephone numbers of all current franchisees are listed in Exhibit C.

List of Former Franchisees

Included in Exhibit C is a list of the name, city and state, and the current business telephone number (or, if unknown, the last known home telephone number) of every franchisee who has had an outlet terminated, canceled, transferred, or not renewed by us, who otherwise voluntarily or involuntarily ceased to do business under their agreement as of the end of our fiscal year ended September 30, 2021, who has transferred an outlet, or who has not communicated with us within 10 weeks of the date of this disclosure document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

Confidentiality Clauses

During the last three fiscal years, neither we nor our predecessor has signed any agreements with franchisees that contain confidentiality clauses that would restrict a franchisee's ability to speak openly about their experience.

Trademark-Specific Franchisee Organizations

We are not aware of any trademark-specific franchisee organizations associated with the franchise system which we have created, sponsored or endorsed, or any independent franchisee organizations that have asked to be included in this Disclosure Document.

ITEM 21
FINANCIAL STATEMENTS

Attached to this Disclosure Document as Exhibit A are the audited consolidated financial statements and supplementary information of Outdoor Living Brands Holdco LLC ("**OLB Holdco**") for the fiscal year ended September 30, 2022, and for the period of September 10, 2021 to September 30, 2021.Our fiscal year end is September 30th. OLB Holdco has absolutely and unconditionally guarantees our obligations under your Franchise Agreement. See Exhibit I for a copy of the written guarantee.

ITEM 22
CONTRACTS

Attached are the following agreements proposed for use in connection with our offering of franchises:

B. Franchise Agreement
Attachment F – Sample Release Agreement

E. State-Specific Addenda

G. Acknowledgement Addendum

H. Promissory Note

ITEM 23
RECEIPT

The last 2 pages of Exhibit K to this disclosure document are receipt pages acknowledging your receipt of the disclosure document. One copy is for your records, and one copy must be signed and dated by you and returned to us.

EXHIBIT A

OUTDOOR LIVING BRANDS, INC.
FINANCIAL STATEMENTS

OUTDOOR LIVING BRANDS HOLDCO, LLC

SUCCESSOR CONSOLIDATED FINANCIAL STATEMENTS AS OF SEPTEMBER 30, 2022 AND 2021 AND FOR THE YEAR ENDING SEPTEMBER 30, 2022 AND FOR THE PERIOD FROM SEPTEMBER 10, 2021 TO SEPTEMBER 30, 2021 AND CERTAIN PREDECESSOR CONSOLIDATED FINANCIAL STATEMENTS FOR THE PERIOD FROM OCTOBER 1, 2020 TO SEPTEMBER 9, 2021

with

INDEPENDENT AUDITORS' REPORT

TABLE OF CONTENTS

	PAGE
INDEPENDENT AUDITORS' REPORT	3-4
CONSOLIDATED BALANCE SHEET	5
CONSOLIDATED STATEMENT OF OPERATIONS	6
CONSOLIDATED STATEMENT OF MEMBER'S EQUITY	7
CONSOLIDATED STATEMENT OF CASH FLOWS	8
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS	9-16

SMITH+HOWARD PC

INDEPENDENT AUDITORS' REPORT

To the Member
Outdoor Living Brands Holdco, LLC

Opinion

We have audited the accompanying successor consolidated financial statements of Outdoor Living Brands Holdco, LLC (the "Company"), which comprise the consolidated balance sheets as of September 30, 2022 and 2021, and the related successor consolidated statements of operations, members' equity and cash flows for the year ending September 30, 2022 and the period from September 10, 2021 to September 30, 2021. We have also audited the predecessor consolidated statements of operations, member's equity and cash flows for the period from October 1, 2020 to September 9, 2021, and the related notes to the consolidated financial statements.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company as of September 30, 2022 and 2021, and the results of the successor operations and cash flows for the year ended September 30, 2022 and for the period from September 10, 2021 to September 30, 2021 and the results of predecessor operations and cash flows for the period from October 1, 2020 to September 9, 2021 in accordance with accounting principles generally accepted in the United States of America ("GAAP").

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America ("GAAS"). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with GAAP; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date of this report.

Auditors' Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

Auditors' Responsibilities for the Audit of the Consolidated Financial Statements (Continued)

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

Emphasis of Matter – Related Party Transactions

As discussed in Notes 2, 4, 5, 6, and 7, the Company has significant transactions with related parties.

Smith and Howard PC

January 13, 2023

OUTDOOR LIVING BRANDS HOLDCO, LLC
CONSOLIDATED BALANCE SHEET
SEPTEMBER 30, 2022 AND 2021

ASSETS

	2022	2021
Current Assets		
Cash	$ 1,492,295	$ 633,681
Royalties and accounts receivable, net	5,544,544	2,441,667
Notes receivable	231,429	155,486
Inventory	950,753	-
Prepaid expenses and other	1,436,976	425,583
Total Current Assets	9,655,997	3,656,417
Property and Equipment, Net	2,219,874	1,084,830
Other Assets		
Notes receivable, net of current portion	199,591	258,080
Intangibles, net	153,036,800	88,001,777
Other assets	28,923	28,923
	153,265,314	88,288,780
	$ 165,141,185	$ 93,030,027

LIABILITIES AND MEMBER'S EQUITY

Liabilities		
Accounts payable and accrued expenses	$ 3,264,529	$1,793,198
Contract liability - deferred revenue on franchise sales	1,619,650	282,050
Contract liability - customer deposits	780,338	-
Total Current Liabilities	5,664,517	$2,075,248
Due to Affiliated Companies	723,589	814,183
Member's Equity	158,753,079	90,140,596
	$ 165,141,185	$ 93,030,027

The accompanying notes are an integral part of these consolidated financial statements.

OUTDOOR LIVING BRANDS HOLDCO, LLC
CONSOLIDATED STATEMENT OF OPERATIONS
FOR THE YEAR ENDING SEPTEMBER 30, 2022 (SUCCESSOR)
AND FOR THE PERIOD OF SEPTEMBER 10, 2021 TO SEPTEMBER 30, 2021 (SUCCESSOR)
AND FOR THE PERIOD OF OCTOBER 1, 2020 TO SEPTEMBER 9, 2021 (PREDECESSOR)

	Successor For the year ending September 30, 2022	Successor September 10, 2021 to September 30, 2021	Predecessor October 1, 2020 to September 9, 2021
Revenue			
Fencing and rail revenues	$ 16,879,944	$ -	$ -
Franchise royalties and fees	13,380,514	399,431	7,083,670
Product sales	8,878,823	425,709	7,366,342
Franchise fees	5,641,473	179,000	2,938,080
Ancillary	2,553,819	108,146	2,059,640
Advertising fund contributions	2,159,470	9,453	1,615,792
	49,494,043	1,121,739	21,063,524
Cost of Product Sales	16,544,077	281,172	6,016,876
Operating Expenses	21,404,407	626,520	10,393,046
Income from Operations	11,545,559	214,047	4,653,602
Other Income (Expense)			
Depreciation and amortization	(5,494,567)	(313,980)	(148,716)
Forgiveness of Paycheck Protection Program Loan	-	-	799,784
Other Income	38,521	-	-
	(5,456,046)	(313,980)	651,068
Net Income (Loss) Before Provision for Income Taxes	6,089,513	(99,933)	5,304,670
Provision for Income Taxes	(1,655,211)	(26,757)	-
Net Income (Loss)	$ 4,434,302	$ (126,690)	$ 5,304,670

The accompanying notes are an integral part of these consolidated financial statements.

OUTDOOR LIVING BRANDS HOLDCO, LLC
CONSOLIDATED STATEMENT OF MEMBER'S EQUITY
FOR THE YEAR ENDING SEPTEMBER 30, 2022 (SUCCESSOR)
AND FOR THE PERIOD OF SEPTEMBER 10, 2021 TO SEPTEMBER 30, 2021 (SUCCESSOR)
AND FOR THE PERIOD OF OCTOBER 1, 2020 TO SEPTEMBER 9, 2021 (PREDECESSOR)

Predecessor:	
Balance, September 30, 2020	$ 8,423,383
Net Income	5,304,670
Distributions to Member	(5,963,462)
Balance, September 9, 2021	$ 7,764,591
Successor:	
Recapitalization (Note 5), September 10, 2021	$ 90,178,403
Net Loss	(126,690)
Contributions from Member	88,883
Balance, September 30, 2021	90,140,596
Net Income	4,434,302
Distributions to Member	(5,078,245)
Contributions from Member	69,256,426
Balance, September 30, 2022	$ 158,753,079

The accompanying notes are an integral part of these consolidated financial statements.

OUTDOOR LIVING BRANDS
CONSOLIDATED STATEMENT OF CASH FLOWS
FOR THE YEAR ENDING SEPTEMBER 30, 2022 (SUCCESSOR)
FOR THE PERIOD OF SEPTEMBER 10, 2021 TO SEPTEMBER 30, 2021 (SUCCESSOR)
AND FOR THE PERIOD OF OCTOBER 1, 2020 TO SEPTEMBER 9, 2021 (PREDECESSOR)

	Successor For the year ending September 30, 2022	Successor September 10, 2021 to September 30, 2021	Predecessor October 1, 2020 to September 9, 2021
Cash Flows from Operating Activities:			
Net income (loss)	$ 4,434,302	$ (126,690)	$ 5,304,670
Adjustments to reconcile net income (loss) to net cash provided by operating activities:			
Bad debt expense (recoveries)	82,201	-	(24,148)
Depreciation and amortization	5,494,567	313,980	148,716
Forgiveness of Paycheck Protection Program loan	-	-	(799,784)
Provision for deferred income taxes	1,655,211	26,757	-
Changes in assets and liabilities:			
Royalties and accounts receivable	(2,044,615)	111,866	(38,017)
Notes receivable	(17,454)	-	(126,112)
Inventory	(122,300)	-	-
Prepaid expenses and other current assets	(976,687)	204,447	(261,772)
Other assets		-	18,205
Accounts payable and accrued expenses	925,000	190,358	362,392
Deferred revenues on franchise sales	1,337,600	(179,500)	160,975
Customer deposits	(306,386)	-	-
Net Cash Provided by Operating Activities	10,461,439	541,218	4,745,125
Cash Flows from Investing Activities:			
Purchases of property and equipment	(734,351)	-	(63,509)
Advances from (repayments to) affiliated companies	(3,790,229)	-	(817,446)
Net Cash Provided (Required) by Investing Activities	(4,524,580)	-	(880,955)
Cash Flows from Financing Activities:			
Payments on notes payable	-	-	(187,063)
Contributions from (distributions to) Member	(5,078,245)	88,883	(5,963,462)
Net Cash Provided (Required) by Financing Activities	(5,078,245)	88,883	(6,150,525)
Net Change in Cash	858,614	630,101	(2,286,355)
Cash, Beginning of Period	633,681	3,580	3,247,663
Cash, End of Period	$ 1,492,295	$ 633,681	$ 961,308

Schedule of Non-Cash Operating and Investing Activities:

As further discussed in Note 5, prior to September 10, 2021, Outdoor Living Brands (the "Company") was under previous ownership. The Company was acquired by Lynx Franchising, LLC ("Lynx"). In conjunction with the acquisition, the consolidated balance sheet of the Company was adjusted to market values based upon fair market appraisals received by the Company increasing member's equity by approximately $82,414,000.

As further discussed in Note 6, on December 15, 2021, the Company financed a business acquisition through member contributions totaling $69,256,426.

The accompanying notes are an integral part of these consolidated financial statements.

OUTDOOR LIVING BRANDS HOLDCO, LLC
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
SEPTEMBER 30, 2022 AND 2021

NOTE 1 – DESCRIPTION OF BUSINESS

Outdoor Living Brands Holdco, LLC ("OLB Holdco" or "the Company"), is located in Virginia, operates multiple franchise brands serving the outdoor living product and service markets. Its customers are primarily located throughout the United States of America and Canada.

OLB includes four franchise brands under the trade names Archadeck Outdoor Living, Outdoor Lighting Perspectives, Conserva Irrigation, and Superior Fence and Rail (referred to hereafter as, the "brands"). The brands sell franchises and provide support for franchisees using standardized products, services and procedures developed by the franchisor.

Archadeck Outdoor Living franchises design, sells and constructs decks, porches, screened rooms, sunrooms, outdoor kitchens, hardscaped patios and other custom outdoor living space projects. Outdoor Lighting Perspectives franchises provide outdoor lighting and holiday lighting design and installation and maintenance services for residential and commercial clients. Conserva Irrigation franchises provide upgrades, maintenance services, and installation of outdoor irrigation systems for residential and commercial clients. Superior Fence and Rail franchises sell and construct a variety of fences for residential and commercial clients.

As discussed further in Note, 5, prior to September 9, 2021, the brands were owned and operated by Outdoor Living Brands, Inc ("OLB, Inc" or "the Predecessor"). On September 10, 2021, Lynx Franchising, LLC ("Lynx"), a wholly owned subsidiary of MidOcean BCAT Holdings, Inc. ("BCAT"), formed OLB Holdco for the purpose acquiring the brands. Lynx, BCAT and OLB Holdco are referred to herein as "the Successors." Subsequent to September 30, 2022, Lynx's name was formally changed to "Empower Brands".

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Principles of Consolidation and Presentation

For the period of October 1, 2020 to September 9, 2021 (the "predecessor period"), the accompanying consolidated financial statements include the accounts of OLB, Inc's wholly-owned subsidiaries, which includes Outdoor Lighting Perspectives Holding Corporation, Outdoor Lighting Perspectives Franchising, Inc., Outdoor Living Brands Intellectual Property Corporation, Outdoor Lighting Perspectives International, Inc. (collectively, "Outdoor Lighting Perspectives"), Archadeck Franchising Corporation ("Archadeck"), Outdoor Living Brands Supply Corporation, Outdoor Living Brands Management, Inc. ("OLB Management"), and Conserva Irrigation Franchising, LLC ("Conserva"). These companies owned and operated the brands.

For the year ending September 30, 2022 and for the period of September 10, 2021 to September 30, 2021 (the "successor period"), the accompanying consolidated financial statements include the accounts of OLB Holdco. On September 10, 2021, OLB Holdco formed the wholly owned subsidiaries: Archadeck Franchisor, LLC, Outdoor Lighting Perspectives Franchisor, LLC, OLB Supply Chain, LLC ("OLB Supply") and Conserva Irrigation Franchisor, LLC. These subsidiaries acquired the assets of Outdoor Lighting Perspectives, Archadeck, OLB Supply, OLB Management and Conserva from OLB, Inc. As further discussed in Note 6, on December 15, 2021 OLB Holdco formed Superior Fence and Rail, LLC ("SFR") and Superior Fence and Rail of NOFL, LLC ("SFR-NOFL") as part of a business acquisition.

The accompanying consolidated financial statements present the operations, equity and cash flows of the Company under Successor and Predecessor ownership during the year ended September 30, 2022 and for the period of September 10, 2021 to September 30, 2021 and the period of October 1, 2020 to September 9, 2021. Intercompany transactions and balances have been eliminated in consolidation.

The Company follows accounting standards set by the Financial Accounting Standards Board ("FASB"). The FASB sets accounting principles generally accepted in the United States of America ("GAAP").

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Use of Estimates

The preparation of consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the consolidated financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Revenue Recognition

Revenues for the Company are disaggregated into the following revenue streams:

Fencing and Rail Revenues

SFR-NOFL's fencing and rail contracts generally include a single performance obligation for which revenue is recognized over time, as performance obligations are satisfied, due to the continuous transfer of control to the customer. Fencing and rail contracts are normally short term (less than one month) and seldom have multiple performance obligations or variable consideration. The contract liability "customer deposits" represents funds received from customers before the contract has commenced. Customers are billed upon contract completion. SFR-NOFL provides a labor warranty following completion of services performed under its contacts. Historically, warranty claims have not resulted in materials costs incurred.

Franchise Royalties and Advertising Fund Contributions

The Company collects royalties and advertising fund contributions ranging from 1.5% to 6.5% of a franchisee's monthly revenues. Royalties and advertising fund contributions are considered variable consideration. GAAP requires variable consideration that is to be recognized over the term of the franchise agreement to be estimated at the inception of the Franchise Agreement. Deferred revenue and a receivable would normally be recognized at the inception of the Franchise Agreement based on this estimate; however, given the nature of the business, the constraints associated with estimating these fees cannot be overcome in order to determine an estimate of the variable consideration that would not be likely to result in a significant reversal. Accordingly, as allowed by GAAP, these fees are recognized in the month in which services are performed for customers.

Product Sales and Ancillary Revenues

OLB Supply sells and distributes to its franchisees certain products and provides supporting services required for use in the operation of a franchise. The revenue from the sale of these products and ancillary services performed by the Franchisors is recognized at the point in time the products and services are delivered.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Revenue Recognition (Continued)

Franchise Fees

Archadeck, Outdoor Lighting Perspectives, Conserva, and SFR (the "Franchisors") sell franchises which grant franchisees a right to operate within a designated territory. These franchises are conveyed through a Franchise Agreement. The sale of the franchises is reflected within Franchise Fees in the accompanying consolidated statement of operations. Following execution of the Franchise Agreement, the Franchisors agree to provide certain initial services, including advertising material, manuals, website development, training and on-site assistance. The value of the initial services provided exceeds the standalone value individual services performed by the Franchisors. Included in the accompanying balance sheet is a contract liability, "deferred revenue on franchise sales," which represents initial services that have not yet been completed for franchisees. This liability was $1,619,650 and $282,050 at September 30, 2022 and 2021, respectively. Upon completion of these initial services, the franchise fees are recognized as revenue in the accompanying statement of operations. As further discussed in Note 3, the Franchisors finance the sale of Franchise Agreements.

Risks and Uncertainties

The Company's financial instruments that are exposed to concentrations of credit risk consist primarily of cash and receivables. The Company maintains cash balances at financial institutions that, at times, are in excess of federally insured limits. Management continually monitors receivable balances and believes that its exposure to receivable credit risk is limited. The Company performs periodic evaluations of the relative credit standing of those financial institutions that are considered in the Company's cash management strategy. If liquidity issues arise in the global credit and capital markets, it is at least reasonably possible that these changes in risks could materially affect the amounts reported in the accompanying consolidated financial statements.

Property and Equipment

Property and equipment are recorded at cost. Property and equipment are depreciated using the straight-line method over the estimated useful lives of the assets (3-10 years). The cost and accumulated depreciation for property and equipment sold, retired, or otherwise disposed of are relieved from the accounts, and resulting gains and losses are recognized currently. Minor maintenance, repairs, and renewals are expensed as incurred.

Property and equipment consists of the following at September 30:

	2022	2021
Leasehold improvements	$ 799,907	$ 795,727
Furniture and fixtures	276,558	276,558
Office equipment	20,273	20,273
Vehicles and equipment	1,104,812	-
Software	267,000	-
	2,468,550	1,092,558
Less: accumulated depreciation	(248,676)	(7,728)
	$ 2,219,874	$ 1,084,830

Depreciation expense was $232,969 for the year ending September 30, 2022, $7,728 for the period from September 10, 2021 to September 30, 2021, and $131,171 for the predecessor periods from October 1, 2020 through September 9, 2021.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Intangible Assets

The Company's franchise agreements, internally developed software, trademarks, and goodwill were assigned fair values based upon appraisals obtained as part of the recapitalization as further discussed in Note 5 and acquisition further discussed in Note 6. The value associated with the franchise agreements, internally developed software, and trademarks are being amortized on a straight-line basis over 5-15 years.

The Company periodically evaluates whether changes have occurred that would require revision of the remaining estimated useful life of the franchise agreements, trademarks, internally developed software and non-compete agreements as well as whether changes have occurred to determine if all intangible assets are recoverable.

Goodwill is not amortized, but is tested for impairment using a fair value approach. If the fair value of the reporting unit is less than its carrying value, or if the fair value of the goodwill has been diminished, an impairment loss would be recorded to the extent of that difference. The Company tests for impairment as of September 30 annually. Goodwill will be tested for impairment between annual tests if an event occurs or circumstances change that would more likely than not reduce the fair value of a reporting unit below its carrying value or diminish the fair value of the goodwill. Management believes there has been no impairment of intangible assets during 2022 or 2021.

Intangible assets consists of the following at September 30:

	Estimated Useful Life	2022	2021
Franchise agreements	7 years	$ 30,710,000	$ 20,200,000
Internally developed software	5 years	6,350,000	3,650,000
Trademarks	15 years	1,840,000	890,000
		38,900,000	24,740,000
Less: accumulated amortization		(5,559,873)	(306,254)
		33,340,127	24,433,746
Goodwill	Indefinite	119,696,673	63,568,031
		$ 153,036,800	$ 88,001,777

Future intangible amortization expense for the years ending September 30 are as follows:

2023	$ 5,779,810
2024	5,779,810
2025	5,779,810
2026	5,718,977
2027	4,644,810
Thereafter	5,636,910
	$ 33,340,127

Amortization expense was $5,253,619 for the year ending September 30, 2022, $306,254 for the period from September 10, 2021 to September 30, 2021, and $17,545 for the predecessor period from October 1, 2020 through September 9, 2021.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Income Taxes

The Company is a disregarded entity for income tax purposes and is included in the consolidated tax filings of BCAT, the Parent Company of Lynx. Income taxes are the responsibility of BCAT and not of the Company. As such, the Company shall record a due to or due from and a provision or credit for income taxes representing BCAT's income taxes to be paid based upon projected current and deferred taxes of the Company.

The provision (credit) for income taxes consists of the following for the following periods:

	Successor For the year ending September 30, 2022	Successor September 10, 2021 to September 30, 2021	Predecessor October 1, 2020 to September 9, 2021
Current:			
Federal	$ 762,066	$ (245,966)	$ -
State	207,489	-	-
	969,555	(245,966)	-
Deferred:			
Federal	536,867	213,540	-
State	148,789	59,183	-
	685,656	272,723	-
	$ 1,655,211	$ 26,757	$ -

The provision (credit) has been recorded in the accompanying consolidated statement of operations as if the Company were the tax-paying entity. The provision for income taxes differs from statutory rates primarily because of certain tax differences arising from non-deductible items and state taxes. The accompanying consolidated balance sheet does not include income tax accounts because the Company is a "disregarded entity" and under tax sharing agreements with BCAT, income tax amounts are due from (to) the BCAT and, accordingly, are immediately satisfied via intercompany.

Under predecessor ownership, the Company elected to be taxed under the provisions of Subchapter S of the Internal Revenue Code. Under these provisions, the Company did not pay federal and state corporate income taxes on its income. Instead, the Company's income was included in the income of its stockholders for federal and state income tax purposes.

The Company accounts for uncertainty in income taxes by prescribing the minimum recognition threshold a tax position is required to meet before being recognized in the consolidated financial statements. The Company utilizes a two-step approach for evaluating tax positions. Recognition occurs when the Company concludes that a tax position, based solely on its technical merits, is more likely than not to be sustained upon examination. Measurement is only addressed if recognition has been satisfied. Under measurement, the tax benefit is measured at the largest amount of benefit, determined on a cumulative probability basis that is more likely than not to be realized upon final settlement. The term "more likely than not" is interpreted to mean that the likelihood of occurrence is greater than 50%. The Company recognizes penalties and interest accrued related to unrecognized tax benefits in income tax expense.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Income Taxes (Continued)

The Company files income tax returns in the U.S. federal and various state tax jurisdictions. In the normal course of business, the Company is subject to examination by the federal and state taxing authorities. In general, the Company is subject to tax examinations for the successor period.

Paycheck Protection Program

In April 2020, the Company obtained a Small Business Administration ("SBA") loan under the Paycheck Protection Program ("PPP") totaling $799,784. The PPP loan bore interest at 1.00% and may have required repayment under certain circumstances. Under the terms of Coronavirus Aid, Relief, and Economic Securities Act (the "Cares Act"), the Company applied with its lending institution for PPP loan proceeds used within a specified time period to be forgiven, as the proceeds are used to cover certain payroll and other expenses as defined by the Cares Act. During the predecessor period, the Company utilized all PPP funding on qualifying expenses and accordingly has recorded other income within the consolidated statement of operations for the full amount. In 2021, the Company applied for PPP forgiveness with its SBA lender and was notified in March 2021 that the SBA approved its application and the loan has been forgiven.

Subsequent Events

Management has evaluated subsequent events through the date of this report, which is the date the consolidated financial statements were available to be issued.

NOTE 3 – FRANCHISE SALES AND NOTES RECEIVABLE

At September 30, 2022 and 2021, the Company is financing the sales of twenty and twenty-three, respectively, franchises to the purchasers. The notes receivable at September 30, 2022 and 2021, contain interest rates at the Prime Rate plus 3% (an effective rate of 9.25% and 6.25% at September 30, 2022 and 2021, respectively) and mature at various dates through 2026. Based on management's evaluation of notes receivable, no allowance for uncollectible balances was deemed necessary. Outstanding principal balances under the notes receivable are scheduled to mature for the years ending September 30 as follows:

2023	$	231,429
2024		138,863
2025		40,768
2026		19,960
	$	431,020

NOTE 4 – RELATED PARTY TRANSACTIONS

Following the acquisition of the Company by the Successor, the Company is party to management and consulting agreements with certain members of equity groups holding ownership units of Lynx. Additionally, the Company's Board of Directors consists of members of management of certain of the equity groups holding ownership units in Lynx. Consulting and board fees for the year ended September 30, 2022 was $547,571. There were no consulting or board fees for the period of September 10, 2021 to September 30, 2021.

The Company periodically lends or borrows unsecured interest-bearing amounts with Lynx and affiliate companies under common ownership of Lynx. Because there are no specific repayment terms relative to amounts due from Lynx and affiliates, management classifies these amounts as long-term.

NOTE 5 – RECAPITALIZATION

As discussed in Notes 1 and 2, on September 9, 2021, the Predecessor owner of the Company sold substantially all of the assets of Outdoor Lighting Perspectives, Archadeck, OLB Supply, OLB Management and Conserva to the Successor owner at a purchase price of approximately $90,178,000. This purchase was funded through outside financing obtained by Successor owner with a financial institution, cash proceeds and units of ownership interest in Bobcat Holdings Group, LP, the parent company of the Successor.

The opening consolidated balance sheet of the Company, effective on September 10, 2021 was as follows:

Cash	$	3,580
Royalties and accounts receivable		2,553,533
Prepaids		630,030
Property and equipment		1,092,556
Intangibles		88,308,031
Other assets		28,923
Notes receivable		413,566
Total Assets	$	93,030,219
Accounts payable and accrued expenses	$	1,602,840
Due to affiliated company		787,426
Deferred revenue on franchise sales		461,550
Total Liabilities		2,851,816
Member's Equity		90,178,403
Total Liabilities and Member's Equity	$	93,030,219

NOTE 6 – BUSINESS ACQUISITION

On December 15, 2021, the Company acquired the assets of Superior Fence & Rail, Inc., Superior Fence & Rail Franchising, LLC, and Superior Fence & Rail of North Florida, Inc. (collectively referred to as “Superior”) for the purpose of adding a fencing service brand to the existing Archadeck Outdoor Living, Outdoor Lighting Perspectives and Conserva Irrigation brands.

After net working capital adjustments, the purchase price of Superior was approximately $69,256,000 which includes a $5,000,000 earnout provision subject to Superior maintaining certain revenue and employee retention thresholds. The acquisition was funded by capital contributions from Lynx consisting of units of ownership interest in Bobcat Holdings valued at approximately $25,000,000, debt financing of approximately, $31,000,000 obtained by Lynx, and cash.

The Company recorded tangible and intangible assets acquired and liabilities assumed in the acquisition under the purchase method of accounting. The consideration was allocated to assets and liabilities based on their fair values at the acquisition date. The $5,000,000 earnout provision liability was allocated to and will be paid by Lynx if earned.

NOTE 6 – BUSINESS ACQUISITION (Continued)

The allocation of the purchase price was as follows:

Royalties and accounts receivable, net	$	1,140,463
Inventory		828,453
Prepaid expenses and other		34,706
Property and equipment, net		641,641
Intangibles, net		70,288,642
Accounts payable and accrued expenses		(546,331)
Customer deposits		(1,086,724)
Due to affiliated companies		(2,044,424)
	$	69,256,426

NOTE 7 – COMMITMENTS

Loan Guarantees

The Company and various other affiliates owned by Lynx have guaranteed approximately $238,900,000 of credit facilities obtained by Lynx. Total outstanding borrowings were approximately $235,500,000 at September 30, 2022.

Operating Leases

The Company has a leasing arrangements for its office and warehouse spaces used in connection with its operations. These leases expire at various dates through 2034. Subsequent to year end, the Company amended its lease for its office in Virginia. Future minimum required payments under this noncancelable leases, as subsequently amended, is as follows for the years ended September 30:

2022	$	327,214
2023		506,106
2024		327,210
2025		295,892
2026		301,815
Thereafter		2,085,349
	$	3,843,586

Total rent expense for the year ended September 30, 2022 was approximately $287,000.

NOTE 8 – RETIREMENT PLAN

The Company has a salary deferral plan under Section 401(k) of the Internal Revenue Code. The plan allows eligible employees to defer a portion of their compensation ranging from 1% to 15%. Such deferrals accumulate on a tax-deferred basis until the employee withdraws the funds. The Company, at its option, may match a portion of the employees' contribution. The Company made contributions of $190,592 during the year ending September 30, 2022, $5,679 for the period from September 10, 2021 to September 30, 2021 and $95,641 for the period from October 1, 2020 to September 9, 2021.

EXHIBIT B

CONSERVA IRRIGATION FRANCHISOR, LLC
FRANCHISE AGREEMENT

CONSERVA IRRIGATION FRANCHISOR, LLC

FRANCHISE AGREEMENT

Franchisee Name: _____

Date: _____

Territory Name: _____

Territory Number: _____

TABLE OF CONTENTS

Section		Page
1.	COVENANTS, REPRESENTATIONS, AND WARRANTIES OF FRANCHISEE	3
2.	GRANT OF LICENSE	5
3.	TERM OF THE AGREEMENT AND LICENSE	5
4.	TERRITORY	7
5.	FEES	9
6.	ACCOUNTING, RECORDS, AUDITS AND LATE PAYMENT CHARGES	11
7.	GUIDANCE, COACHING AND ASSISTANCE	13
8.	FRANCHISEE'S DUTIES, OBLIGATIONS AND OPERATING STANDARDS	16
9.	PURCHASE OF EQUIPMENT, INVENTORY AND SUPPLIES	21
10.	MARKS, COPYRIGHTED WORKS AND OWNERSHIP OF IMPROVEMENTS	21
11.	ADVERTISING AND PROMOTION	24
12.	INSURANCE AND INDEMNITY	26
13.	RELATIONSHIP	28
14.	CONFIDENTIAL INFORMATION AND RESTRICTIVE COVENANTS	29
15.	ASSIGNMENT	31
16.	OPTION TO PURCHASE — RIGHT OF FIRST REFUSAL	35
17.	DEFAULT AND TERMINATION	36
18.	NOTICES	42
19.	MEDIATION AND ARBITRATION	43
20.	MISCELLANEOUS	44
21.	ACKNOWLEDGEMENT	46

ATTACHMENTS:

A. Territory
B. Guaranty and Assumption of Franchisee's Obligations
C. Statement of Ownership
D. Electronic Payment Authorization
E. Collateral Assignment of Telephone Numbers, Telephone Listings and Internet Addresses
F. Sample Release Agreement
G. Successor Addendum
H. Aggregate Reporting Addendum

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT ("**Agreement**") is made this _____ day of _____ 20_____, by and between **CONSERVA IRRIGATION FRANCHISOR, LLC**, a Delaware limited liability company, located at 2426 Old Brick Road, Glen Allen, Virginia 23060 ("**Franchisor**") and _____, located at _____ ("**Franchisee**").

RECITALS

WHEREAS, Franchisor and its affiliates have developed a comprehensive system for the operation of a business offering repair, maintenance, service, design and construction of irrigation systems for residential and commercial customers with an emphasis on water conservation.

WHEREAS, Irrigation Businesses are operated under a unique business system, including valuable know-how, information, Trade Secrets, Confidential Information, methods, Manual, standards, designs, methods of trademark usage, copyrights, sources and specifications, confidential electronic and other communications, methods of Internet usage, marketing programs, and research and development (the "System").

WHEREAS, the distinguishing characteristics of the System include the trademark "**CONSERVA IRRIGATION**" and other trademarks and trade names, confidential operating procedures, confidential Manual, standards and specifications for equipment, services and products, method of Internet usage, methods of service, management and marketing programs and sales techniques and strategies. All of these distinguishing characteristics may be changed, improved, and further developed by Franchisor from time to time. They are Franchisor's Confidential Information and Trade Secrets and are designated by and identified with the Marks described in this Agreement.

WHEREAS, Franchisor's affiliate, Lynx Franchising Intellectual Property, LLC ("**Lynx IP**") is the owner of certain trademarks and service marks associated with or related to the System, and which represent the System's high standards of quality, service and customer satisfaction, and Lynx IP has granted to Franchisor the right to use and sublicense others to use those trademarks and service marks.

WHEREAS, Franchisee acknowledges the benefits to be derived from being identified with the System, and also recognizes the value of the Marks and the continued uniformity of image to Franchisee, Franchisor, and other franchisees of Franchisor.

WHEREAS, Franchisee acknowledges the importance to the System of Franchisor's high and uniform standards of quality, service and customer satisfaction, and further recognizes the necessity of opening and operating an Irrigation Business in conformity with the System, whether such Irrigation Business is located in Franchisee's home or an outside leased or owned location.

WHEREAS, Franchisee recognizes that in order to enhance the value of the System and goodwill associated with it, this Agreement places detailed obligations on Franchisee, including strict adherence to Franchisor's reasonable present and future requirements regarding the types of products sold, services offered, advertising used, operational techniques, marketing and sales strategies and related matters.

WHEREAS, Franchisee is aware of the foregoing and is desirous of obtaining the right and obligation to use the System and in association therewith, the right and obligation to use the Marks, and wishes to be assisted, trained, and franchised to operate an Irrigation Business pursuant to the provisions

and within the Territory specified in this Agreement, subject to the terms and conditions contained in this Agreement.

The parties therefore agree as follows:

DEFINITIONS

For the purposes of this Agreement, the following are hereby defined:

(a) "**Agreement**" - means this agreement, attachments, addenda and all instruments in amendment hereof.

(b) "**Affiliate**" - means any person or entity that controls, is controlled by, or is in common control with, Franchisor.

(c) "**Business**" or "**Irrigation Business**" - means the business operations conducted or to be conducted by Franchisee consisting of a business offering repair, maintenance, service, design and construction of irrigation systems for residential and commercial customers with an emphasis on water conservation.

(d) "**Confidential Information**" - means all knowledge, know-how, standards, formulas, methods and procedures related to the establishment and operation of the Business and use of the System, and includes all records pertaining to customers, suppliers, and other service providers of, and/or related in any way to, the Business including, without limitation, all databases (whether in print, electronic or other form), all names, addresses, phone numbers, e-mail addresses, customer purchase records, mail lists, manuals, promotional and marketing materials, marketing strategies and any other data and information which Franchisor or its Affiliates designates as confidential, including without limitation all information contained in Franchisor's Manual, which may be provided as one or more separate manuals, written instructional guides, CD Rom, electronic formats, via the Franchisor's intranet system, or other communications from Franchisor or its affiliates, which Franchisor has the right to periodically change or supplement.

(e) "**Franchise**" - shall mean the business operations conducted or to be conducted using Franchisor's System and in association with the Marks.

(f) "**Gross Revenues**" - means the total of all receipts derived from all sales of products and services in connection with Franchisee's Irrigation Business, including, without limitation, labor, insurance claims for lost profits to the extent a claim is paid by the insurer, and all other products and services sold or performed by or for Franchisee or Franchisee's Irrigation Business or by means of the business conducted under this Agreement, whether the receipts are evidenced by cash, credit, checks, gift certificates, scrip, coupons, services, property or other means of exchange. Gross Revenues do not include:

(i) the amount of any tax imposed by any federal, state, municipal or other governmental authority directly on sales and collected from customers, provided that the amount of any such tax is shown separately and in fact paid by Franchisee to the appropriate governmental authority; and

(ii) all customer refunds, valid discounts and coupons, and credits made by the Irrigation Business (exclusions will not include any reductions for credit card user fees, financing program fees, returned checks or reserves for bad credit or doubtful accounts).

Gross Revenues shall be deemed received by Franchisee at the time the services or products from which they were derived, are delivered or rendered or at the time the relevant sale takes place, whichever occurs first, regardless of whether final payment (e.g., collection on a customer's personal check) actually has been received by Franchisee. Gross Revenues consisting of property or services shall be valued at the retail prices applicable and in effect at the time that they are received.

(g) "**Lease**" - means any agreement (whether oral or written) under which the right to occupy a Storage Facility has been obtained, and any amendment made thereto from time to time, including without limitation, any offer to lease, license or lease agreement.

(h) "**Manual**" – has the meaning described in Section 7.3(d) below.

(i) "**Marks**" - means the trademark "**CONSERVA IRRIGATION**" together with such other trade names, trademarks, taglines, symbols, logos, distinctive names, service marks, certification marks, logo designs, insignia or otherwise which Franchisor owns or licenses and which Franchisor may designate from time to time as part of the System for use by Franchisees, and not thereafter withdrawn.

(j) "**National Accounts**" – means those customers or accounts Franchisor designates, in its sole and absolute discretion, as desiring central billing accounts, or that have at least twenty (20) locations, and such locations are located in more than one franchised or company-owned territory or market.

(k) "**Products**" - means all supplies, materials and equipment sold, prepared or otherwise dealt with in connection with the Business and associated with the Marks.

(l) "**Services**" - means all services offered or provided in connection with the Irrigation Business including the repair, maintenance, service, design and construction of irrigation systems for residential and commercial customers with an emphasis on water conservation and associated with the Marks.

(m) **"Storage Facility" –** means the warehouse or other approved location in which Franchisee stores all Products, including equipment and inventory sold by Franchisee as part of the Irrigation Business.

(n) **"Trade Secret(s)" –** means information, including a formula, pattern, compilation, program, device, method, technique or process related to the System that both derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

1. COVENANTS, REPRESENTATIONS, AND WARRANTIES OF FRANCHISEE

Franchisee covenants, represents and warrants as follows and acknowledges that Franchisor is relying upon such covenants, representations and warranties in making its decision to enter into this Agreement.

1.1 Franchisee acknowledges that it has received, has had ample time to read, and has read this Agreement and the corresponding Franchise Disclosure Document, and all related agreements with Franchisor. Franchisee acknowledges that Franchisor has advised him to obtain independent legal and accounting advice with respect to this Agreement and the transactions arising out of this Agreement. Franchisee further acknowledges that it has had an adequate opportunity to be advised by legal, accounting and other professional advisors of its own choosing regarding all pertinent aspects of the Business, Franchisor and this Agreement.

1.2 Franchisee has, or has made firm arrangements to acquire funds to commence, open and operate the Business and it is financially and otherwise able to accept the risks attendant upon entering into this Agreement.

1.3 All statements made by Franchisee in writing in connection with its application for this Franchise were, to the best of its knowledge, true when made and continue to be true as of the date of this Agreement.

1.4 There are no material financial obligations of Franchisee whether actual or contingent which are outstanding as of the date of this Agreement other than those disclosed to Franchisor by Franchisee in writing.

1.5 Franchisee is not a party to or subject to any court or administrative order or action of any governmental authority which would limit or interfere in any way with the performance by Franchisee of its obligation hereunder.

1.6 Franchisee is not a party to any litigation or legal proceedings other than those which have been disclosed to Franchisor by Franchisee in writing.

1.7 Franchisee represents that it is not a party to or subject to agreements that might conflict with the terms of this Agreement and agrees not to enter into any conflicting agreements during the Initial Term or any Interim Period.

1.8 Franchisee agrees and acknowledges that it has not been induced to enter into this Agreement in reliance upon, nor as a result of, any statements, representations, warranties, conditions, covenants, promises or inducements, whatsoever, whether oral or written, and whether directly related to the contents hereof or collateral thereto, made by Franchisor, its officers, directors, agents, employees or contractors except as provided herein. Franchisee acknowledges that the Franchise has been granted in reliance upon the information supplied to Franchisor in Franchisee's application for a Franchise.

1.9 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 their 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.

(a) Franchisee and its owners certify that none of them, their respective employees, or anyone associated with Franchisee is listed in the Annex to Executive Order 13224 (which can be accessed at *http://www.treasury.gov/offices/enforcement/ofac/legal/eo/13224.pdf*). Franchisee agrees not to hire (or, if already employed, retain the employment of) any individual who is listed in the Annex.

(b) Franchisee certifies that it has no knowledge or information that, if generally known, would result in Franchisee, its owners, their employees, or anyone associated with Franchisee to be listed in the Annex to Executive Order 13224.

(c) Franchisee is solely responsible for ascertaining what actions it must take to comply with the Anti-Terrorism Laws, and Franchisee specifically acknowledges and agrees that its indemnification responsibilities set forth in this Agreement pertain to its obligations under this Section 1.9.

(d) Any misrepresentation under this Section or any violation of the Anti-Terrorism Laws by Franchisee, its owners, agents, its employees shall constitute grounds for immediate termination of this Agreement and any other agreement Franchisee has entered with Franchisor or any of Franchisor's affiliates.

(e) "**Anti-Terrorism Laws**" means Executive Order 13224 issued by the President of the United States, the Terrorism Sanctions Regulations (Title 31, Part 595 of the U.S. Code of Federal Regulations), the Foreign Terrorist Organizations Sanctions Regulations (Title 31, Part 597 of the U.S. Code of Federal Regulations), the Cuban Assets Control Regulations (Title 31, Part 515 of the U.S. Code of Federal Regulations), 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 (including, without limitation, the United States Department of Treasury Office of Foreign Assets Control and any government agency outside the U.S.) addressing or in any way relating to terrorist acts and/or acts of war.

2. GRANT OF LICENSE

2.1 Subject to all the terms and conditions of this Agreement, Franchisor hereby grants to Franchisee, and Franchisee accepts, for the Initial Term of this Agreement the right, obligation and license ("**License**") to:

(a) Operate a Business upon the terms and conditions of this Agreement in the territory described in **Attachment A** ("**Territory**");

(b) Use the Marks and the System; and

(c) Offer and market only Franchisor's approved Services and Products, unless Franchisor approves in writing (such approval to be in Franchisor's sole and absolute discretion) Franchisee's request to offer and market complementary and non-competing services or products.

2.2 The License does not include the right to sell any products to any vendor who would in turn sell to consumers.

2.3 Franchisee recognizes that variations and additions to the System may be required from time to time in order to preserve and/or enhance the System. Therefore, Franchisor expressly reserves the right to add to, subtract from, revise, modify or change from time to time the System or any part thereof, and Franchisee agrees to promptly accept and comply with any such addition, subtraction, revision, modification or change and to make such reasonable expenditures as may be necessary to comply pursuant to Section 8.

2.4 Franchisee recognizes that the rights that are granted to Franchisee are for the specific Territory, defined in Section 4.1 and no other, and cannot be transferred to an alternate Territory, without the prior written approval of Franchisor, which approval may be granted or withheld in Franchisor's sole discretion.

3. TERM OF THE AGREEMENT AND LICENSE

3.1 This Agreement and the License granted shall continue for a period of seven years ("**Initial Term**"). This Initial Term shall begin on the date this Agreement is executed by Franchisor, subject, however, to termination in accordance with the provisions of this Agreement. When the Initial Term expires Franchisee shall have the option to extend its rights to operate the Irrigation Business for one additional

term equal to the length of Franchisor's then-current initial term as described in its then-current Conserva Irrigation® franchise agreement **("Successor Term")**, provided Franchisor determines in its sole and absolute discretion that Franchisee has met all of the following requirements:

(a) Franchisee has not failed to remedy any breach of this Agreement specified by Franchisor in a written notice to Franchisee as per Sections 17.1 or 17.2;

(b) Franchisee has not committed and received notice of two or more breaches of this Agreement in the 12 months prior to the end of the current Initial Term, even if such breaches were timely remedied;

(c) Franchisee has met the Minimum Annual Sales Quota every year during the Initial Term;

(d) Franchisee has given Franchisor a written notice of intent to extend its rights to operate the Irrigation Business no less than two months or more than six months prior to expiration of the Initial Term;

(e) Franchisee is current in its payment obligations to Franchisor, Franchisor's Affiliates, and Franchisee's trade creditors;

(f) Franchisee has met Franchisor's then-current qualifications for new or renewing Conserva Irrigation® franchisees;

(g) Franchisee executes a successor franchise agreement ("**Successor Franchise Agreement**") and all other agreements in the form then being used by Franchisor in granting new franchises, which may contain materially different terms and conditions than this Agreement, provided that Franchisee will pay Franchisor the Successor Franchise Fee (defined below) instead of the Initial Franchise Fee and the Successor Term will be no less than five years, as described above.

(h) Franchisee pays Franchisor the successor franchise fee equal to the greater of $4,950 or 10% of the then existing Initial Franchise Fee as described in the Franchisors then existing Franchise Agreement ("**Successor Franchise Fee**"), which is due and payable to Franchisor at the time of signing the Successor Franchise Agreement;

(i) Franchisee executes a general release of all claims Franchisee may have against Franchisor, its officers, directors, members, shareholders, agents, Affiliates, and employees, whether in their corporate and/or individual capacities. This release shall include all claims arising under any federal, state, or local law, rule, or ordinance arising out of or concerning this Agreement (to the fullest extent permitted by law) and shall be in a form satisfactory to Franchisor;

(j) Franchisee has upgraded the computer system and vehicle used in operations of the Business to Franchisor's then-current standards;

(k) Franchisee has provided Franchisor with proof of current licenses, insurance and any necessary permits; and

(l) Franchisee has met any other conditions that Franchisor reasonably requires.

3.2 Franchisor reserves the right, but not the obligation, in Franchisor's sole discretion, to modify Franchisee's Territory at the time Franchisee executes a Successor Franchise Agreement to conform the size of Franchisee's Territory to Franchisor's then-current standards for protected territorial areas that are being granted to new Conserva Irrigation® franchisees, for example, if there has been an increase or decrease in the population or number of qualified households within Franchisee's original Territory, or if Franchisor uses different standards or calculations in determining the size of protected territories that are granted to new Conserva Irrigation® franchisees. If at the time Franchisee intends to execute a Successor Franchise Agreement the size of Franchisee's original Territory encompasses more than one protected territory based upon Franchisor's then-current standards for determining protected territories for new Conserva Irrigation® franchisees, then Franchisor we may require Franchisee to execute multiple Successor Franchise Agreements if Franchisee wishes to continue operating within the entire original Territory.

3.3 Franchisee's failure to give timely notice of Franchisee's intention to extend its rights to operate the Irrigation Business, as described in Section 3.1(d) shall be deemed an election not to extend Franchisee's rights to operate the Irrigation Business. IN FRANCHISOR'S SOLE DETERMINATION, FRANCHISEE MAY BE DEEMED TO HAVE IRREVOCABLY DECLINED TO EXTEND FRANCHISEE'S RIGHTS TO OPERATE THE IRRIGATION BUSINESS (AND ITS OPTION SHALL THEREUPON TERMINATE) IF IT FAILS TO EXECUTE AND RETURN TO FRANCHISOR THE SUCCESSOR FRANCHISE AGREEMENT AND OTHER DOCUMENTS REQUIRED BY FRANCHISOR WITHIN 30 DAYS AFTER THEIR DELIVERY TO FRANCHISEE, OR FAILS TO COMPLY IN ANY OTHER WAY WITH THE PROVISIONS OF THIS SECTION 3.

3.4 If Franchisee does not sign a Successor Franchise Agreement prior to the expiration of this Agreement and continues to accept the benefits of this Agreement after the expiration of this Agreement, then at the option of Franchisor, this Agreement may be treated either as (i) expired as of the date of expiration with Franchisee then operating without a license or franchise to do so and in violation of Franchisor's rights; or (ii) continued on a month-to-month basis ("**Interim Period**") until one party provides the other with written notice of such party's intent to terminate the Interim Period, in which case the Interim Period will terminate 30 days after receipt of the notice to terminate the Interim Period. In the latter case, all obligations of Franchisee shall remain in full force and effect during the Interim Period as if this Agreement had not expired, and all obligations and restrictions imposed on Franchisee upon expiration of this Agreement shall be deemed to take effect upon termination of the Interim Period.

4. TERRITORY

4.1 During the Initial Term and any Interim Period and for so long as Franchisee is in compliance with all of its obligations hereunder, except as otherwise provided in this Agreement, including Franchisor's reservation of rights as set forth in Sections 4.2, 4.4 and 4.7, neither Franchisor nor any Affiliate will establish or license another person or entity to establish an Irrigation Business using the Marks licensed to Franchisee within the Territory encompassed by the boundaries and with the population base set forth in **Attachment A**, attached hereto and incorporated herein by reference. Except as otherwise specifically provided in this Agreement, this Agreement does not restrict Franchisor or its Affiliates and does not grant rights to Franchisee to pursue any of Franchisor's or its Affiliates other business concepts other than the Irrigation Business.

4.2 Franchisee acknowledges that Franchise granted hereunder is non-exclusive and that Franchisor and its Affiliates retain the exclusive right, among others:

(a) to use, and to license others to use, the Marks and System for the operation of Irrigation Businesses at any location other than in the Territory, regardless of proximity to the Territory;

(b) to use, license or franchise the use of trademarks or service marks other than the Marks, whether in alternative channels of distribution or at any location including the Territory, in association with operations that are the same as, similar to or different then Irrigation Business;

(c) to use the Marks and the System in connection with the provision of other services and products or in alternative channels of distribution such as those described in 4.2(d), at any location including the Territory;

(d) to offer the Services or Products, or grant others the right to offer the Services or Products, whether using the Marks or other trademarks or service marks, through alternative channels of distribution, including without limitation, wholesalers, retail outlets or other distribution outlets (other than Irrigation Businesses), or by Internet commerce (e-commerce), mail order or otherwise, whether inside or outside the Territory;

(e) to use any websites utilizing a domain name incorporating one or more of the words "**Conserva**" or "**Irrigation**" or similar derivatives thereof. Franchisor retains the sole right to market on the Internet and use the Marks on the Internet, including all use of websites, domain names, URL's, directory addresses, metatags, linking, advertising, and co-branding and other arrangements. Franchisee may not independently market on the Internet, or use any domain name, address, locator, link, metatag, or search technique, with words or symbols similar to the Marks or otherwise establish any presence on the Internet without Franchisor's prior written approval. Franchisor intends that any Franchisee website be accessed only through Franchisor's home page. Franchisee will provide Franchisor with content for Franchisor's Internet marketing, and will sign Internet and intranet usage agreements, if any. Franchisor retains the right to approve any linking or other use of its website;

(f) to acquire businesses that are the same as or similar to the Irrigation Business and operate such businesses regardless of where such businesses are located, including inside the Territory and to be acquired by any third party which operates businesses that are the same as or similar to the Irrigation Business regardless of where such businesses are located, including inside the Territory; and

(g) to directly or indirectly provide services to National Accounts located inside or outside the Territory as further described in Section 4.7.

4.3 Franchisee may be granted, at Franchisor's sole discretion, express permission to sell or service customers in an unsold territory adjacent to Franchisee's Territory ("**Adjacent Territory**"); provided that Franchisee agrees that when the Adjacent Territory is granted to another franchisee by Franchisor, Franchisee will, upon receipt of written notice from Franchisor, cease all its sales and service efforts within the Adjacent Territory and, within 10 days of such notice: (a) return to Franchisor all lists of customers and prospects within the Adjacent Territory; (b) assign all customer contracts within the Adjacent Territory to Franchisor or its designee; and (c) pay to Franchisor any amounts (or a pro rata portion of any amounts) paid by customers within the Adjacent Territory for Services Franchisee has not yet performed. For example, if a customer pre-paid for services and Franchisee had performed half of the services, Franchisee must pay to Franchisor 50% of the amount the customer paid Franchisee. Franchisee shall report Gross Revenues from sales in an Adjacent Territory on a separate reporting form.

4.4 If Franchisor determines that Franchisee is unable or unwilling to handle a particular job, Franchisor reserves the right to assign that job to another Conserva Irrigation® franchisee, complete the job itself or hire a third party specialist to assist with the job without making any payment to Franchisee.

4.5 Under this Agreement, a "Territory" consists of a "Population Limit" of 300,000 people or more residing in a designated geographical location. Franchisor will use the most recent population information available in the U.S. Census Data, or other population statistical sources of Franchisor's choosing to determine populations. Franchisor reserves the right to change, modify, or delete the Population Limit in its sole discretion. Franchisee acknowledges and agrees that once the Territory has been established, it will not be changed regardless of any increase or decrease of the population in the Territory.

4.6 In order to maintain the Territory, during each calendar year following the Operational Start Date, as defined in Attachment A, Franchisee must attain a certain amount of Gross Revenues (the "Minimum Annual Sales Quota") within the Territory as follows:

Calendar Year	Minimum Annual Sales Quota
Third Calendar Year	$150,000
Fourth Calendar Year	$200,000
Fifth Calendar Year through the Balance of the Initial Term and any Interim Period	$250,000

There is no Minimum Annual Sales Quota for the first and second calendar year following the Operational Start Date. The first calendar year will begin on the Operational Start Date and end on December 31st immediately following the Operational Start Date. Franchisee's failure to satisfy the Minimum Annual Sales Quota in the Territory may result in the reduction or elimination of Franchisee's Territory or the termination of this Agreement, in Franchisor's sole discretion. **THIS MINIMUM ANNUAL SALES QUOTA IS IN NO WAY INTENDED TO IMPLY THAT FRANCHISEE WILL EXPERIENCE GROSS REVENUES OF ANY PARTICULAR LEVEL.**

If Franchisee signs a Successor Franchise Agreement, Franchisee will be required to attain the Minimum Annual Sales Quota set forth therein. As of the date of this Agreement, Franchisor anticipates that the Minimum Annual Sales Quota under a Successor Franchise Agreement will be the highest Minimum Annual Sales Quota under its then-current form franchise agreement for new franchisees. Franchisor has the right, however, to vary the Minimum Annual Sales Quota and how it is determined in any Successor Franchise Agreement Franchisee may sign.

4.7 In addition to the reserved rights outlined in Section 4.2 above, Franchisor and its Affiliates have the right to sell and enter into agreements with National Accounts, both inside and outside the Territory. Franchisee must participate in any national accounts program (the "National Accounts Program") Franchisor designates, and comply with the terms of the National Accounts Program as described in the Manual or as Franchisor otherwise describes in writing. Franchisee understands that Franchisor will establish the rules under which Franchisee will participate, and be compensated for participation, in the National Accounts Program and that Franchisor may terminate, modify or replace the National Accounts Program at any time. Franchisee must pay Franchisor any then-current fees associated with the National Accounts Program. If a National Account contacts Franchisee directly, Franchisee must refer the National Account to Franchisor or its designee. Franchisor will negotiate all contracts with National Accounts and Franchisee will not have any right to negotiate any contract or provide services to the National Account without Franchisor's express written consent.

5. FEES

5.1 Franchisee shall pay the sum described on Attachment A plus, if due and payable, all applicable federal, state or municipal taxes, as a non-recurring initial franchise fee ("Initial Franchise Fee") to Franchisor upon the execution of this Agreement. The Initial Franchise Fee shall be paid by means of cashier's check, money order or wire transfer. The Initial Franchise Fee shall be deemed to have been fully

earned by Franchisor when paid. The Initial Franchise Fee is non-refundable once paid except as provided for in Section 5.2**.**

5.2 The Initial Franchise Fee will be non-refundable unless Franchisor terminates the Agreement because Franchisee failed, after diligent pursuit using all commercially reasonable efforts as determined in Franchisor's sole discretion, to obtain the applicable permits and licenses required by the state and local government applicable to its Territory within 6 months. Franchisor shall notify Franchisee in writing that it is exercising its right to terminate the Agreement pursuant to this Section 5.2, in which case 50% of the Initial Franchise Fee shall be refunded to Franchisee within 30 days of Franchisor's notice of termination to Franchisee.

5.3 For a period of twenty-four (24) months beginning on the Operational Start Date (as defined in Attachment A), Franchisee shall pay to Franchisor a monthly branding royalty fee based on calendar year-to-date Gross Revenue ("**Monthly Branding Royalty**") as described in the table below.

Year-to-Date Gross Revenue	Royalty Percentage
$0 - $499,999	8%
$500,000 - $999,999	7%
$1,000,000 - $1,499,999	6%
$1,500,000+	5%

Beginning on the 24-month anniversary of the Operational Start Date, the Monthly Branding Royalty payable to Franchisor will be equal to the greater of: (a) the amount described in the table above based on annual Gross Revenue; or (b) $1,000.

5.4 The Monthly Branding Royalty shall be payable to Franchisor on or before the 10th day of each month and shall be payable through the entire Initial Term of this Agreement and any Interim Period. If Franchisee signs a Successor Franchise Agreement, Franchisee will be required to pay the Monthly Branding Royalty set forth therein. Franchisor has the right to vary the Monthly Branding Royalty and how it is determined in any Successor Franchise Agreement Franchisee may sign. Franchisee shall pay the Monthly Branding Royalty monthly or in such other frequency as Franchisor may in its sole discretion require upon written notice to Franchisee by Franchisor. Franchisee shall not subordinate to any other obligation its obligation to pay the Monthly Branding Royalty or any other fee or charge hereunder. Each Monthly Branding Royalty payment will be accompanied by a report as set forth in Section 5.4(a).

(a) Each Monthly Branding Royalty payment shall be, without exception, accompanied by a statement of the previous month's Gross Revenues on a form approved and provided to Franchisee by Franchisor. Each failure to include a fully completed statement of the previous month's Gross Revenues with the Monthly Branding Royalty payable to Franchisor when due shall constitute a material breach of this Agreement.

(b) Franchisor reserves the right to require Franchisee to remit fees and other amounts due to Franchisor hereunder via electronic funds transfer ("EFT") or other similar means utilizing a Franchisor approved computer system or otherwise. The EFT Authorization is attached to the Franchise Agreement as Attachment D. If Franchisor notifies Franchisee to use such payment method, Franchisee agrees to comply with procedures specified by Franchisor and/or perform such acts and deliver and execute such documents, including authorization for direct debits from Franchisee's business bank operating account, as may be necessary to assist in or accomplish payment by such method. Under this procedure Franchisee shall authorize Franchisor to initiate debit entries and/or credit correction entries to a designated checking or savings account for payments of fees and other amounts payable to Franchisor and any interest charged due thereon.

Franchisee shall make funds available to Franchisor for withdrawal by electronic transfer no later than the due date for payment therefor. If there are insufficient funds in Franchisee's account to collect amounts due by a transfer of funds on the due date, or if a withdrawal is otherwise rejected for any reason, Franchisee must pay Franchisor any fees and expenses Franchisor incurs, as well as Franchisor's then-current service charge to compensate Franchisor for its increased administrative and management costs in connection with such failed withdrawal.

If Franchisee has not timely reported the Gross Revenues to Franchisor for any reporting period, then Franchisor shall be authorized, at Franchisor's option, to debit Franchisee's account in an amount equal to the Monthly Branding Royalty and the National Branding & Marketing Fee.

5.5 Franchisee must pay Franchisor the then-current technology fee as described in the Manual, for access to Franchisor's designated technology package, including but not limited to electronic mail, QuickBooks, intranet access, and certain software licenses, such as design, pricing, and CRM. As of the date of this Agreement, the technology fee is equal to $300 per month. The technology package includes one license for certain software, and Franchisee must pay Franchisor or its designated third party supplier the then-current per license monthly fee if Franchisee requests additional licenses. In addition, Franchisee must pay Franchisor or its designated third party supplier all initial software license fees for any software Franchisee is required to use in the operation of its Business as prescribed by Franchisor. Franchisor may change these fees at any time upon 30 days' written notice.

6. ACCOUNTING, RECORDS, AUDITS AND LATE PAYMENT CHARGES

6.1 Franchisee shall keep such complete records of its Business as a prudent and careful businessperson would normally keep. Franchisee must use the accounting system and all forms Franchisor requires, if any. Franchisee shall keep its financial books and records as Franchisor may from time to time direct in the Manual or otherwise, including retention of all invoices, order forms, payroll records, cash register tapes, check records, bank deposit receipts, sales tax records, refunds, cash disbursements, journals and general ledgers. Franchisee shall advise Franchisor of the location of all original documents and shall not destroy any records without the written consent of Franchisor.

6.2 Franchisee shall prepare on a current basis, complete and accurate records concerning all financial, marketing and other operating aspects of the Business conducted under this Agreement. Franchisee shall maintain an accounting system which accurately reflects all operational aspects of the Business including uniform reports as may be required by Franchisor. Franchisee's records shall include tax returns, daily reports, statements of Gross Revenues, profit and loss statements, sales tax information and balance sheets. During the first two full years of operations, Franchisee must use a bookkeeping service or platform approved by Franchisor.

6.3 Franchisee shall furnish to Franchisor such reports as Franchisor may require from time to time. Franchisee grants Franchisor the right to disclose all financial data submitted to Franchisor. Without limiting the generality of the foregoing, Franchisee shall furnish to Franchisor in the form Franchisor requires periodically (which will include a chart of accounts prescribed by Franchisor) and together with such detail and breakdown and copies of supporting records as Franchisor may from time to time require:

(a) within ten (10) days after the end of each month, beginning with January 1st, a balance sheet and profit and loss statement for the Business for the preceding month;

(b) within thirty (30) days after the end of each fiscal year of the Business, financial statements for the Business, including a balance sheet, profit and loss statement,

a change in cash position statement and a statement of retained earnings for such period; and

(c) within thirty (30) days of April 15th of each year, a true copy of all tax returns, schedules and reports filed by Franchisee for income, corporate, sales tax, employer health tax, or workers compensation purposes.

6.4 Franchisee shall also submit to Franchisor a copy of its financial statements and other reports as Franchisor may reasonably request to evaluate or compile research and performance data on any operational aspect of the Business. Franchisee shall submit proof of its Individual Advertising Investment (as defined in Section 11.1), in the format required by Franchisor, on a monthly basis.

6.5 The records required under this Section 6 pertain only to Franchisee's operation of the Business. Franchisor has no right to inspect, audit or copy the records of any unrelated business activity Franchisee may have. Franchisee shall keep the books and records of the Business separate from the records of any unrelated business activity or personal activity.

6.6 From the date Franchisee and Franchisor sign this Agreement until 3 years after the end of the Initial Term of this Agreement including any Interim Period, Franchisor or Franchisor's authorized agent shall have the right to request, receive, inspect and audit any of the records referred to above wherever they may be located. Franchisor agrees to do inspections and audits at reasonable times. Franchisee agrees to keep all records and reports for 6 years from the date such records are created. Should any inspection or audit disclose a deficiency in the payment of any Monthly Branding Royalty, National Branding & Marketing Fee (as defined in Section 11.5) or other amounts required to be paid under this Agreement, Franchisee shall immediately pay the deficiency to Franchisor, without prejudice to any other remedy of Franchisor under this Agreement. In addition, if the deficiency for any audit period discloses a deficiency in the amount of any Monthly Branding Royalty, National Branding & Marketing Fee or other amounts due by 2% or more, Franchisee will also immediately pay to Franchisor the entire cost of the inspection or audit including travel, lodging, meals, salaries and other expenses of the inspecting or auditing personnel. For the purposes of this Section 6.6, an audit period will be each fiscal year. Should the audit disclose an overpayment of any Monthly Branding Royalty, National Branding & Marketing Fees, or other amounts due, Franchisor shall credit the amount of the overpayment to Franchisee's payments of Monthly Branding Royalty, and National Branding & Marketing Fees next falling due.

6.7 To encourage prompt payment and to cover the costs and expenses involved in handling and processing late payments Franchisee shall also pay, upon demand, a late interest charge equal to the lesser of (i) 1.5% per month; or (ii) the highest legal rate permitted by applicable law, whichever is lower, on all payments due to Franchisor during the period of time said payments are due and unpaid. Each failure to pay Monthly Branding Royalty, National Branding & Marketing Fees, and other amounts payable to Franchisor when due shall constitute a material breach of this Agreement. Franchisee acknowledges that this Section 6.7 shall not constitute Franchisor's agreement to accept such payments after same are due or a commitment by Franchisor to extend credit to, or otherwise finance Franchisee's operation of the Irrigation Business. Further, Franchisee acknowledges that failure to pay all such amounts when due shall, notwithstanding the provisions of this Section 6.7, constitute grounds for termination of this Agreement, as provided in this Agreement.

6.8 Any report of Franchisor's auditor rendered from time to time pursuant to this Section 6, shall be final and binding upon all of the parties hereto.

6.9 Franchisee hereby authorizes Franchisor to make reasonable inquiries of Franchisee's bank, suppliers and trade creditors concerning the Business and hereby directs such persons and companies

to provide to Franchisor such information and copies of documents pertaining to the Business as Franchisor may request.

6.10 Franchisee acknowledges and agrees that Franchisor owns all business records and databases, whether in print, electronic or other form, related to the Irrigation Business ("**Business Records**") including, without limitation, Customer Data (as defined in this Section 6.10 below) and all other Business Records Franchisee creates and maintains. Franchisee further acknowledges and agrees that, at all times during and after the termination, expiration or cancellation of this Agreement, Franchisor has the right to access the Business Records, and to utilize, transfer, or analyze the Business Records as Franchisor determines to be in the best interest of the System, in its sole discretion. "**Customer Data**" means lists of all former, current or prospective customers and referral sources as well as all other data, information and materials Franchisor or Franchisee collect or receive from, or which relate to, these individuals, including, without limitation, their names, addresses, telephone numbers, e-mail addresses and customer purchase records. Franchisor has the right to contact Franchisee's former and current customers to ascertain their level of satisfaction. Franchisor hereby grants Franchisee a license to use the Business Records during the term of this Agreement. Franchisee may not use the Business Records for any purpose whatsoever other than in the normal conduct of the Irrigation Business, and may not sell, loan or give the Business Records, including, without limitation, Customer Data, to anyone without Franchisor's prior written permission. Further, Franchisor has the right to periodically establish other policies respecting Franchisee's use of the Business Records during the term of this Agreement. Upon termination or expiration of this Agreement, Franchisee must promptly deliver to Franchisor all Business Records in Franchisee's possession, including, without limitation, all Customer Data, without retaining any copies of the Business Records, including, without limitation, any hard or electronic copies.

6.11 To encourage prompt delivery of all Business Records, Certificates of Insurance, Gross Revenue statements and any other documentation or record that may be requested by Franchisor under this Agreement, Franchisee shall pay, upon demand, a late report fee in the amount of $100 per record or document requested if Franchisee fails to deliver such record or document when due.

6.12 If Franchisee remits the Monthly Branding Royalty or any other sums due to Franchisor under this Agreement with a check returned for non-sufficient funds more than one time in any calendar year, in addition to all other remedies which may be available, Franchisor shall have the right to require that Monthly Branding Royalty payments and any other sums due to Franchisor under this Agreement be made by certified or cashier's checks. If Franchisee fails to remit the Monthly Branding Royalty or any other sums due to Franchisor under this Agreement by the due date 2 times during the Initial Term or any Interim Period, in addition to all other remedies which may be available, Franchisor reserves the right to require, in its sole discretion, that Franchisee remit the Monthly Branding Royalty or any other sums due to Franchisor under this Agreement weekly.

6.13 Franchisee agrees that, during the Initial Term, any Interim Period, and for 3 years after the expiration and termination of this Agreement, Franchisee shall provide Franchisor with Franchisee's home (or business location, if other than Franchisee's home) address and telephone number.

7. GUIDANCE, COACHING AND ASSISTANCE

7.1 The Initial Franchise Fee and Monthly Branding Royalty are paid for the License, which includes the use of the Marks, the System and the use of Franchisor's Trade Secrets and Confidential Information provided pursuant to this Agreement and for certain services rendered by Franchisor.

7.2 Franchisor shall offer Franchisee initial and continuing guidance, coaching and assistance, as Franchisor deems necessary or advisable in furthering Franchisee's Business and the business of the

System as a whole and in connection with protecting the Marks and goodwill of Franchisor. Failure by Franchisor to provide any particular guidance, coaching or assistance, either initial or continuing, shall not excuse Franchisee from any of its obligations under this Agreement.

7.3 Currently, initial guidance, coaching and assistance provided by Franchisor prior to Franchisee opening the Business shall include:

(a) Designating Franchisee's Territory as stipulated in Section 4 and **Attachment A**.

(b) Furnishing Franchisee with specifications for all initial and replacement equipment, tools, vehicles, inventory and supplies required for the operation of Franchisee's Business as stipulated in Section 9.

(c) Within 120 days of the mutual execution of this Agreement, providing a person designated to manage the Business ("**Designated Business Manager**") with an initial training program. The initial training program shall be for up to 10 business days at Franchisor's facilities in Richmond, Virginia (or other location designated by Franchisor). Training may include a discussion of the System, techniques, procedures, installation and methods of operation, advertising, sales techniques, promotional ideas, marketing plans, customer relations, information technology systems, instructions on quality standards, administrative practices and procedures, safety practices, accounting practices, and practical experience in the operation of an Irrigation Business.

(d) Loaning Franchisee during the Initial Term (including any Interim Period) one copy of or providing electronic (Internet) access to Franchisor's confidential operating manual ("**Manual**") containing mandatory and suggested specifications, standards, operating procedures and rules prescribed from time to time by Franchisor as further stipulated in this Section 7, and containing information relative to other obligations of Franchisee hereunder. Any required specifications, standards and operating procedures exist to protect Franchisor's interests in the System and the Marks and to create a uniform customer experience, and not for the purpose of establishing any control or duty to take control over those day-to-day operational matters that are reserved to Franchisee. Franchisee shall operate the Business strictly in accordance with the required specifications and standards identified in the Manual. Failure to comply with the required standards set forth in the Manual shall constitute a material breach of this Agreement. Franchisor reserves the right to provide the Manual and updates to the Manual in electronic form or other form determined by Franchisor. Franchisor shall have the right to modify the Manual from time to time to reflect changes in authorized Products and Services, business image or the operation of the Business. Some of the revisions to the Manual may include changes with respect to: (i) sales and marketing strategies; (ii) equipment and supplies; (iii) accounting and reporting systems and forms; (iv) insurance requirements; (v) operating procedures; (vi) required technology; (vii) Services; and (viii) Products.

(i) Franchisee covenants to accept, implement and adopt any such modifications at its own cost, except as provided in Section 8.5 of this Agreement. Franchisee shall keep its Manual with replacement pages and insertions as instructed by Franchisor.

(ii) Franchisee hereby acknowledges that the Manual is loaned to Franchisee and shall at all times remain the sole and exclusive property of Franchisor, and upon termination of this Agreement for any reason whatsoever, Franchisee shall forthwith return the Manual together with all copies of any portion of the Manual which Franchisee may have made, to Franchisor.

(e) Providing Franchisee with the arts graphics package suitable for letterhead, business cards and other start-up materials which will be purchased at Franchisee's expense.

(f) At Franchisor's sole discretion, Franchisor may provide pre-opening and ongoing assistance during the first season of operations of Franchisee's Business.

7.4 Currently, the guidance, coaching and assistance provided by Franchisor to Franchisee after Franchisee opens the Business shall include:

(a) Make a representative reasonably available to speak with Franchisee on the telephone during normal business hours, as Franchisor determines is necessary, to discuss Franchisee's operational issues and support needs.

(b) Holding periodic conference calls, meetings or conferences to discuss sales techniques, new Product or Service developments, field operations, bookkeeping, training, accounting, inventory control, performance standards, advertising programs, merchandising procedures and other topics. Franchisee must pay a conference fee, if any, and all its travel and living expenses to attend. These elective conferences are held at Franchisor's Richmond, Virginia, headquarters or at a location chosen by Franchisor.

(c) Franchisor may also hold a mandatory annual conference to discuss sales techniques, new Service and Product developments, operations, marketing strategies and tactics, training, bookkeeping, accounting, performance standards, advertising programs, merchandising procedures, or other topics. Franchisee must pay the conference fee, if any, which Franchisor may collect on a month basis or otherwise, and all personal travel and living expenses. These mandatory annual conferences are held at Franchisor's Richmond, Virginia, headquarters or at a location chosen by Franchisor.

(d) Informing Franchisee of mandatory specifications, standards and procedures for the operations of the Irrigation Business.

(e) Researching new Products, Services and methods, from time to time and in Franchisor's sole discretion, and providing Franchisee with information concerning developments of this research.

(f) Maintaining the National Branding & Marketing Fund and using these funds to develop promotional brand awareness and advertising programs for Irrigation Businesses.

(g) Providing access to advertising materials to Franchisee in the form of a graphics package included in the Manual and as further stipulated in Section 11.

(h) Franchisor may require that Franchisee or Franchisee's Designated Business Manager attend all supplemental and refresher training programs that Franchisor designates. Franchisor may charge Franchisee a reasonable fee for any supplemental and refresher training programs. Franchisee must pay the then-current fee for such training programs, if any, and all personal travel and living expenses

(i) A representative of Franchisor may, in its sole discretion, provide additional assistance as it deems necessary.

7.5 If Franchisee believes Franchisor has failed to adequately provide pre-opening guidance, coaching and assistance to Franchisee as provided in this Agreement, including Sections 7.3 and 7.4, Franchisee shall notify Franchisor in writing within 30 days following the opening of the Business. Absent the timely provision of such notice to Franchisor, Franchisee shall be deemed to conclusively acknowledge that all pre-opening and opening guidance, coaching and assistance required to be provided by Franchisor were sufficient and satisfactory in Franchisee's judgment.

7.6 Franchisor is not obligated to perform guidance, coaching and assistance set forth in this Agreement to Franchisee's particular level of satisfaction, but as a function of Franchisor's experience, knowledge and judgment. Franchisor does not represent or warrant that any other guidance, coaching and assistance will be provided to Franchisee, other than as set forth in this Agreement. To the extent any other guidance, coaching or assistance, or any specific level or quality of guidance, coaching or assistance is expected, Franchisee must obtain a commitment to provide such guidance, coaching or assistance, or level or quality of guidance, coaching or assistance in writing signed by an authorized officer of Franchisor, otherwise Franchisor shall not be obligated to provide any other guidance, coaching or assistance, or specific level or quality of guidance, coaching and assistance.

8. FRANCHISEE'S DUTIES, OBLIGATIONS AND OPERATING STANDARDS

8.1 Franchisee shall, consistent with the terms of this Agreement, diligently develop the Business and use its best efforts to market and promote the required Services and Products.

8.2 Subject to the terms of this Agreement, including Section 7.3, during the Initial Term and any Interim Period, Franchisee shall strictly comply with all mandatory standards, specifications, processes, procedures, requirements, and instructions of Franchisor regarding the operation of the Business and must comply with the following requirements:

(a) Prior to opening the Business, Franchisee or Franchisee's Designated Business Manager must attend and successfully complete all initial training programs. There is no fee for the initial training programs. Franchisee shall be responsible for travel, meals, personal expenses and living expenses incurred by itself, the Designated Business Manager, and additional persons that participate in the initial training program.

(b) If Franchisee signed this Agreement as an individual(s), Franchisee must transfer this Agreement to a wholly-owned corporation or limited liability company pursuant to Section 15.8 of this Agreement before it begins operating the Business. Franchisee must remain a corporation or limited liability company, as applicable, in good standing under local law for the entire term of this Agreement. Prior to beginning operations, Franchisee must: (i) deliver proof of a valid and active business checking account in its business entity name with a reputable banking institution; and (ii) obtain a valid federal employer identification number for the business entity. Franchisee must provide corporate documents and other proof of compliance with the above requirements immediately upon request.

(c) Franchisee or its Designated Business Manager must attend mandatory annual conferences at such locations as Franchisor may reasonably designate, and Franchisee will pay all salary and other expenses of persons attending, including any conference fees, travel expenses, meals, living expenses and personal expenses.

(d) Subject to Section 8.5, any additional required Service or Product introduced into the System by Franchisor must be offered for sale on a continuing basis at the Business at the time and in the manner required by Franchisor. Franchisor will provide at least 30 days prior written

notice of any new required Service or Product introduced into the System. All equipment, products, supplies, tools and other items necessary to add the newly required Services or Products must be acquired, installed, and utilized at the time and in the manner required by Franchisor. The marketing of new Services and Products must begin at the Business as reasonably required by Franchisor.

(e) No service or product, except approved Services or Products, may be offered for sale from the Territory, unless Franchisee receives the prior written consent of Franchisor (which may be granted or denied in Franchisor's sole discretion).

(f) Only advertising and promotional materials, services, equipment, tools, inventory, products, signage, supplies, and uniforms that meet Franchisor's standards and specifications shall be used at the Business. Advertising and promotional materials, tools, services, equipment, inventory, products, signage, supplies and uniforms produced or approved by Franchisor for use by Franchisee may be used only in the manner and during the period specified by Franchisor.

(g) Equipment, tools, Services, Products, inventory, supplies, signage, uniforms and other items must be added, eliminated, substituted and modified at the Business as soon as possible in accordance with changes in Franchisor's specifications and requirements.

(h) The Business and everything related to the Business must be maintained in good condition and must be kept clean, neat and sanitary. All maintenance, repairs and replacements reasonably requested by Franchisor or needed in connection with the Business must be promptly made. All employees must be clean and neat in appearance.

(i) No alterations of the Business materially affecting the image of the Business may be made except at Franchisor's request or approval, and any alterations must strictly conform to specifications and requirements established or approved by Franchisor.

(j) The Business and the Services provided and Products sold by Franchisee must comply with all applicable federal, state, and local laws, ordinances, rules and regulations. Franchisee must obtain all business licenses and permits required by federal, state and local laws, ordinances, rules and regulations. If Franchisee does not qualify for those business licenses and permits required by state and local laws, ordinances, rules and regulations, before operating its Business, Franchisee must either: (i) obtain the ability to work under Franchisee's employee's or minority owner's license and/or permits; or (ii) at Franchisor's option, work under Franchisor's or its designee's license and/or permits. If Franchisee does not obtain all required permits and licenses necessary to operate it Business within 6 months after meeting the experience qualifications to obtain such permit or license, Franchisor may terminate this Franchise Agreement. During any time that Franchisee works under Franchisor's or its designee's license and/or permit, it must: (I) pay Franchisor the then-current monthly license fee; and (II) use a third party professional services organization that will be responsible for handling Franchisee's payroll and to assist Franchisee with its obligation to comply with various applicable state employment laws.

(k) The equipment, tools, supplies, inventory, products, and other items on hand at the Business, must be at all times sufficient to efficiently meet the anticipated volume of business.

(l) The payment of all debts and taxes arising in connection with the Business, except those duly contested in a bona fide dispute, must be paid when due.

(m) Franchisee will use its best efforts to ensure customer satisfaction; use good faith in all dealings with customers, potential customers, referral sources, suppliers and creditors;

respond to customer complaints in a courteous, prompt and professional manner; use its best efforts to promptly and fairly resolve customer disputes in a mutually agreeable manner; and take such actions as Franchisor deems necessary or appropriate to resolve customer disputes.

(n) Franchisee will provide to Franchisee's customers a warranty on all Products and Services used in Franchisee's Irrigation Business that Franchisor requires as described in the Manual.

(o) Franchisee shall accept all major credit cards and other the forms of payment specified by Franchisor in the Manual as payment.

(p) Franchisee shall comply with all terms and pay all fees that may be due under any software license agreement for any software Franchisee is required to use in the operation of its Business as prescribed by Franchisor.

(q) Franchisee shall comply with the advertising requirements set out in Section 11.

(r) Franchisee will not use any materials that are false or misleading or communicate anything to customers or prospective customers that is false or misleading.

(s) Franchisee will ensure that all advertising, labeling, packaging and other materials associated with the Services and Products fully conform to all applicable laws and regulations.

(t) Franchisee will control the quality of the Services and Products to avoid quality problems or product liability claims that could reflect adversely on Franchisee or Franchisor in the minds of consumers.

(u) Franchisee must secure and maintain in force all required licenses, permits and certificates relating to the operation of the Business and must operate the Business in full compliance with all applicable laws, ordinances and regulations including consumer protection laws, and labor and employment laws. Franchisee must comply with all laws and regulations relating to privacy and data protection, and must comply with any privacy policies or data protection and breach response policies Franchisor periodically may establish. Franchisee must notify Franchisor in writing within five (5) days of the commencement of any action, suit, proceeding or investigation, and of the issuance of any order, injunction, award of decree, by any court, agency, or other governmental instrumentality that may adversely affect the operation or financial condition of Franchisee or the Business. Franchisee must notify Franchisor immediately of any suspected data breach at or in connection with the Business. Franchisee will not conduct any business or advertising practice which injures Franchisor's business, the System or the goodwill associated with the Marks and other Conserva Irrigation® businesses. Franchisee will control the quality of the Services and Products to avoid quality problems or product liability claims that could reflect adversely on Franchisee or Franchisor in the minds of consumers.

(v) Franchisee will be solely responsible to locate, interview, hire, schedule, supervise, compensate and discipline all employees of the Business and be exclusively responsible for all terms of their employment, compensation and other personnel-related matters without influence from Franchisor. Franchisee will implement a training program for Business employees and will maintain at all times a staff of trained employees sufficient to operate the Business in compliance with Franchisor's mandatory standards.

8.3 While Franchisor may prescribe standards, specifications, processes, procedures, requirements or instructions the Manuals or this Agreement, Franchisor shall not have control over the day-to-day managerial operations of the Business, or the specific manner and means by which Franchisee complies with Franchisor's mandatory standards and procedures. Franchisor may provide guidance to Franchisee regarding recommended prices to be charged for Services or Products, however, Franchisee shall be free to establish its own prices, subject to any maximum prices established by Franchisor.

8.4 Franchisor and Franchisor's representatives will have the right during business hours to inspect the Business and all other facilities used for service or storage, sale and transportation of any approved Products. Franchisor and Franchisor's representatives will have the right to observe the manner in which Franchisee is rendering its Services and conducting its operations of the Business. Franchisor and Franchisor's representatives will have the right to discuss with Franchisee, or other managerial personnel Franchisee may designate, all matters that may pertain to compliance with this Agreement and with Franchisor's standards, specifications, requirements, instructions and procedures and Franchisor may take photographs of Franchisee's completed work as it relates to the Business. Franchisor and Franchisor's representatives have the right to require that Franchisee demonstrate that the Business employees are properly trained in a manner sufficient to provide Services in compliance with Franchisor's standards and procedures. Franchisee shall in all respects cooperate with Franchisor's rights under this Section 8.4; provided that Franchisor's exercise of these rights shall not unreasonably interfere with Franchisee's conduct of the Business.

8.5 Franchisee will not be required to offer or sell new Services or Products as set out in Section 8.2(d) if Franchisee demonstrates to Franchisor's reasonable satisfaction that:

(a) A substantial capital improvement not contemplated by this Agreement or in the Manual is required, thereby resulting in a material hardship to a majority of Conserva Irrigation® franchisees; or

(b) A material reduction in a majority of Conserva Irrigation® franchisees' sales or profitability would result therefrom. For the purposes of this Section 8.5(b), a 33% decrease in sales from the average sales in the prior 12 months would be considered a material reduction in sales (subject to seasonal factors that may be applicable to the Territory), and a 20% reduction in profitability from the average profitability during the previous 12 months (subject to seasonal factors that may be applicable to the Territory) would be considered a material reduction in profitability based on a forecast developed by Franchisee in good faith and approved by Franchisor in its sole discretion.

8.6 Franchisor may require Franchisee's compliance with the provisions of this Section 8 even if it does not require such compliance by all franchisees.

8.7 Franchisee must nominate a Designated Business Manager having required experience who shall have direct responsibility for all operations of the Business. If Franchisee desires to change the Designated Business Manager, Franchisee must demonstrate to Franchisor's satisfaction that any replacement Designated Business Manager is trained and qualified to be responsible for all aspects of the Business.

8.8 Franchisee shall become a member of such trade associations or organizations which in the reasonable opinion of Franchisor are useful in the operation of the Business. Franchisee shall have the option to become a member of all benefit programs which are offered from time to time by Franchisor to all of its Franchisees. The costs of participating in such trade associations and benefit programs shall be

borne by Franchisee and its employees (if applicable to the employees). Nothing in this Section 8.8 limits Franchisee's freedom to join any franchise or franchisees association of its choosing.

8.9 Franchisee shall at all times have sufficient computer skills to operate Franchisee's computer, understand how to utilize any software Franchisor requires to be used in the Business, and to access email and the Internet. If Franchisor determines that Franchisee requires additional computer training, Franchisor will notify Franchisee in writing regarding the nature of the additional training required, and Franchisee will have 90 days to complete such training at a local computer training school at Franchisee's sole cost and expense. At the end of the training program, Franchisee shall present a certificate reasonably acceptable to Franchisor establishing that Franchisee passed the training course. Franchisee's failure to seek additional training or to pass the course shall constitute a default of this Agreement.

8.10 Franchisee acknowledges and understands that computer systems are vulnerable to computer viruses, bugs, power disruptions, communication line disruptions, Internet access failures, Internet content failures, date-related problems, and attacks by hackers and other unauthorized intruders. Franchisor does not guarantee that information or communication systems supplied by Franchisor or its suppliers will not be vulnerable to these problems. Franchisee acknowledges and agrees that Franchisee is solely responsible for protecting itself from these problems, and Franchisee waives any and all claims Franchisee may have against Franchisor as the direct or indirect result of such disruptions, failures or attacks. Franchisee must also take reasonable steps to verify that Franchisee's suppliers, lenders, landlords, customers, and governmental agencies on which Franchisee relies, are reasonably protected. This may include taking reasonable steps to secure Franchisee's systems, including, but not limited to, firewalls, access code protection, anti-virus systems, and use of backup systems.

8.11 Franchisee shall acquire, maintain, and upgrade hardware, software, information processing and communication systems, and Internet and other network access providers, as prescribed in the Manual and as modified periodically by Franchisor. Franchisee shall comply with any separate software or other license agreements that Franchisor or its designee use in connection with the System. Franchisee shall utilize Franchisor's required software, proprietary database management and intranet system as the exclusive means for tracking and maintaining customer, vendor, and lead information, and for such other uses as prescribed by Franchisor periodically in the Manual. Monthly sales reporting may occur through mandatory software including the automatic draft via electronic transfer of Monthly Branding Royalty and National Branding & Marketing Fees.

8.12 Franchisee shall at all times maintain an active email account and shall check the account at least once each day. If available, Franchisee shall maintain an email account on Franchisor's proprietary database management and intranet system.

8.13 Franchisee may not open its Business until: (1) the initial training program has been completed to Franchisor's satisfaction; (2) all amounts due to Franchisor have been paid; (3) Franchisor has been furnished with copies of all insurance policies and certificates required by Section 12, or other documentation of insurance coverage and payment of premiums that Franchisor may request; (4) Franchisee notifies Franchisor that all approvals and conditions set forth in this Agreement have been met; (5) Franchisee has obtained all necessary permits and licenses as set forth in this Agreement; and (6) Franchisee has ordered, received and installed all equipment, supplies, inventory, tools, products, uniforms and computer hardware and software required by Franchisor. Franchisee will begin operating the Business immediately after Franchisor determines that the Business is ready for opening.

9. PURCHASE OF EQUIPMENT, INVENTORY AND SUPPLIES

9.1 The standards and specifications for Franchisee's Products, Services, Storage Facility, equipment, tools, vehicle, uniforms, inventory, supplies, forms, advertising materials, computer hardware and software, and other items required by Franchisor in connection with Franchisee's Business ("Required Items") shall be maintained in the Manual. Franchisee must purchase all Required Items from Franchisor's designated or approved suppliers, if one is so designated. The term "suppliers," also includes vendors, manufacturers and distributors. Franchisor has the right to require Franchisee to discontinue purchasing any Required Items from a designated or approved supplier, and may appoint new designated or approved suppliers at any time in its sole discretion. In addition, Franchisor has the right, at any time and in its sole discretion, to designate Franchisor or one of its Affiliates as the only designated or approved supplier, or one of several designated or approved suppliers, of any of the Required Items.

9.2 Notwithstanding the terms of Section 3.1 or Section 15.7 of this Agreement, any general release to be executed by Franchisee upon the extension or transfer of the Franchise shall exclude from such release any claims Franchisee may have against Franchisor or its Affiliates, including without limitation claims for indemnification or contribution, arising out of or relating to injuries to, or loss of property of, third parties solely caused by products purchased by Franchisee from Franchisor or its Affiliates and used in providing Services to customers, and not otherwise attributable to the negligence or misconduct of Franchisee.

9.3 Franchisee acknowledges and agrees that Franchisor and its Affiliates have the right to collect rebates and other consideration from third party designated and approved suppliers as a result of Franchisee's purchases of Required Items, and that Franchisor and its Affiliates shall be entitled to keep for their own use and account such rebates and consideration. Franchisee further acknowledges and agrees that Franchisor and its Affiliates may also derive revenue or other consideration from Franchisee's purchases of Required Items from Franchisor or its Affiliates.

9.4 The names and addresses of Franchisor's designated and approved suppliers shall be maintained in the Manual. Franchisor has the right to approve all Required Items used in connection with Franchisee's Business.

10. MARKS, COPYRIGHTED WORKS AND OWNERSHIP OF IMPROVEMENTS

10.1 Franchisee acknowledges and agrees that:

(a) Franchisor's affiliate, Lynx IP, is the owner of all right, title and interest, together with all the goodwill of the Marks, and that Lynx IP has licensed the use of the Marks to Franchisor with the right to sublicense to others. Franchisee further acknowledges that the Marks designate the origin or sponsorship of the System, the Business, and the Products and Services, and that Franchisor desires to protect the goodwill of the Marks and to preserve and enhance the value of the Marks. In the event that Franchisee acquires any rights, title or interest in the Marks, Franchisee agrees to assign and hereby assigns all such rights, title or interest to Franchisor or Lynx IP, as requested by Franchisor.

(b) All right, title and interest in and to all materials, including but not limited to, all artwork and designs, created by Franchisor, and used with the Marks or in association with the Business ("**Copyrighted Materials**") are the property of Franchisor or its Affiliate. Additionally, all Copyrighted Materials created by Franchisee or any other person or entity retained or employed by Franchisee are works made for hire within the meaning of the United States Copyright Act and are the property of Franchisor or its Affiliate, who shall be entitled to use and license others to use

the Copyrighted Materials unencumbered by moral rights. To the extent the Copyrighted Materials are not works made for hire or rights in the Copyrighted Materials do not automatically accrue to Franchisor or its Affiliate, Franchisee irrevocably assigns and agrees to assign to Franchisor and/or its Affiliates (as Franchisor directs), and their respective successors and assigns, the entire right, title, and interest in perpetuity throughout the world in and to any and all rights, including all copyrights and related rights, in such Copyrighted Materials, which Franchisee and the author of such Copyrighted Materials warrant and represent as being created by and wholly original with the author. Where applicable, Franchisee agrees to obtain any other assignments of rights in the Copyrighted Materials from another person or entity necessary to ensure Franchisor's right in the Copyrighted Materials as required in this Section 10.1(b).

(c) Franchisee will never dispute, contest, or challenge, directly or indirectly, the validity or enforceability of the Marks or Copyrighted Materials or the ownership of the Marks or Copyrighted Materials by Franchisor and its Affiliates, nor counsel, procure, or assist anyone else to do the same, nor will it take any action that is inconsistent with the ownership of the Marks or Copyrighted Materials by Franchisor and its Affiliates, nor will it represent that it has any right, title, or interest in the Marks or Copyrighted Materials other than those expressly granted by this Agreement.

(d) Franchisor or an Affiliate may decide, in its sole and absolute discretion, to apply to register or to register any trademarks or copyrights with respect to the Services, Products and any other products and services and the Copyrighted Materials. Failure of Franchisor or an Affiliate to obtain or maintain in effect any such application or registration is not a breach of this Agreement. Franchisee will not, before or after termination or expiration of the Agreement, register or apply to register any of the Marks or any trademark, service mark or logo confusingly similar thereto or any Copyrighted Materials, anywhere in the world.

(e) Upon Franchisor's request, Franchisee will cooperate fully, both before and after termination or expiration of this Agreement and at Franchisor's expense, in confirming, perfecting, preserving, and enforcing the rights of Franchisor and its Affiliates in the Marks and Copyrighted Materials, including but not limited to, executing and delivering to Franchisor such documents as Franchisor reasonably requests for any such purpose, including but not limited to, assignments, powers of attorney, and copies of commercial documents showing sale and advertising of the Services and Products and other products and services. Franchisee hereby irrevocably appoints Franchisor as its attorney-in-fact for the purpose of executing such documents.

(f) All usage of the Marks by Franchisee and any goodwill established by Franchisee's use of the Marks shall inure to the exclusive benefit of Franchisor or Lynx IP. This Agreement does not confer any goodwill or other interests in the Marks to Franchisee upon expiration or termination of the Agreement.

(g) **FRANCHISOR MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE USE, EXCLUSIVE OWNERSHIP, VALIDITY OR ENFORCEABILITY OF THE MARKS OR COPYRIGHTED MATERIALS.**

10.2 Franchisee acknowledges and agrees that:

(a) Franchisee's right to use the Marks and Copyrighted Materials are derived solely from this Agreement. Franchisee may only use the Marks and Copyrighted Materials in its operation of the Business and only in compliance with this Agreement and all applicable standards, specifications, and operating procedures prescribed by Franchisor in the Manual and elsewhere

from time to time during the Initial Term and any Interim Period. Franchisee will make every effort consistent to protect, maintain, and promote the Marks as identifying the System and only the System.

(b) Any unauthorized use of the Marks or Copyrighted Materials by Franchisee constitutes a breach of this Agreement and an infringement of the rights of Franchisor and in and to the Marks and Copyrighted Materials.

(c) Franchisee will not use any Marks or portion of any Marks as part of a corporate or trade name, or with any prefix, suffix or other modifying words, terms, designs or symbols, or in any modified form. Franchisee shall obtain such fictitious or assumed name registrations as may be required by Franchisor or under applicable law.

(d) In order to preserve the validity and integrity of the Marks and Copyrighted Materials licensed herein and to assure that Franchisee is properly employing the same in the operation of its Business, Franchisor or its agents shall have the right of entry and inspection of Franchisee's Business and operating procedures pursuant to Section 8.4.

(e) Franchisee will safeguard and maintain the reputation and prestige of the Marks and Copyrighted Materials and will not do anything that would tarnish the image of or adversely affect the value, reputation or goodwill associated with the Marks. Franchisee will not do anything that would dilute, directly or indirectly, the value of the goodwill attached to the Marks, nor counsel, procure or assist anyone else to do the same.

(f) Franchisee will use the Marks and Copyrighted Materials only in lettering, logos, print styles, forms, and formats, including but not limited to, advertising and promotional materials, invoices, signage, business checks, business cards, invoices, stationery, and promotional items such as clothing, pens, mugs, etc., which have been approved by Franchisor in accordance with this Agreement, and promptly follow instructions regarding the Marks and Copyrighted Materials as provided in the Manual and otherwise given by Franchisor from time to time.

(g) Franchisee will use the following copyright notice at least once on each piece of advertising, promotional, or other material used in connection with the Products and Services:

> © (year of first publication). CONSERVA IRRIGATION FRANCHISOR, LLC, All Rights Reserved.

(h) Franchisee will use the Marks with a superscript "®", "™" or "℠", as specified by Franchisor, unless and until advised by Franchisor to use a different notice.

10.3 Franchisee acknowledges and agrees that:

(a) If, in Franchisor's reasonable determination, the use of Marks or Copyrighted Materials in connection with the Services, Products, other products and services or the Business will infringe or potentially infringe upon the rights of any third party, weakens or impairs the rights of Franchisor or its Affiliates in the Marks or Copyrighted Materials, or it otherwise becomes advisable at any time in the sole discretion of Franchisor or its Affiliates for Franchisor to modify or discontinue use of the Marks or Copyrighted Materials, then upon notice from Franchisor, Franchisee will immediately terminate or modify such use in the manner prescribed by Franchisor. Franchisor may require Franchisee to use one or more additional or substitute trade names, trademarks, service marks or other commercial symbols or copyrighted materials. Franchisor shall

reimburse Franchisee for the tangible cost of compliance with this requirement (such as the cost of printing new letterhead and business cards), but Franchisee will have no rights of damages, offset, or right to terminate this Agreement as a result thereof and Franchisor and its Affiliates shall have no liability or obligation whatsoever with respect to Franchisee's modification or discontinuance of any Marks or Copyrighted Materials.

(b) Franchisee shall notify Franchisor within 3 days after receiving notice of any claim, demand or cause of action based upon or arising from any attempt by any other person, firm or corporation to use the Marks or any colorable imitation thereof or the Copyrighted Materials. Upon receipt of timely notice of an action, claim or demand against Franchisee relating to the Marks or Copyrighted Materials, Franchisor and its Affiliates shall have the sole right, but not the duty, to defend any such action. Franchisor and its Affiliates shall have the exclusive right to contest or bring action against any third party regarding the third party's use of any of the Marks or Copyrighted Materials and shall exercise such right in the sole discretion of Franchisor and its Affiliates. Franchisor and its Affiliates shall control all actions but not be obligated to take any action. In any defense or prosecution of any litigation relating to the Marks, Copyrighted Materials or components of the System undertaken by Franchisor and its Affiliates, Franchisee shall cooperate with Franchisor and its Affiliates, execute any and all documents, and take all actions as may be desirable or necessary in the opinion of Franchisor's counsel, to carry out such defense or prosecution. At the option of Franchisor or an Affiliate, Franchisee will join in any action, in which case Franchisor shall bear all the out-of-pocket costs of Franchisee for such participation. If Franchisee joins in an action, then the recovery, if any, from such legal action shall be first applied to the total expenses associated therewith and then split equally between Franchisor and Franchisee.

10.4 All provisions of this Agreement applicable to the Marks and Copyrighted Materials apply to any and all additional trademarks, service marks, commercial symbols and copyrighted materials authorized for use by and licensed to Franchisee by Franchisor after the date of this Agreement.

10.5 If Franchisee during the Initial Term of the Agreement or any Interim Period, conceives or develops any improvements or additions to the System, Copyrighted Materials, website or any other documents or information pertaining to or relating to the System or the Business, or any new trade names, trade and service marks, logos, or commercial symbols related to the Business or any advertising and promotional ideas or inventions related to the Business (collectively, the "**Improvements**") Franchisee shall fully disclose the Improvements to Franchisor, without disclosure of the Improvements to others, and shall obtain Franchisor's written approval prior to using such Improvements. Any such Improvement may be used by Franchisor, its Affiliates and all other franchisees without any obligation to Franchisee for royalties or other fees. Franchisee shall assign and does hereby assign to Franchisor, all right, title and interest in and to the Improvements, including the right to grant sublicenses to any such Improvement. Franchisor and its Affiliates, at Franchisor's discretion, may make application for and own copyrights, patents, trade names, trademarks and service marks relating to any such Improvement and Franchisee shall cooperate with Franchisor and its Affiliates, in securing such rights. Franchisor may also consider such Improvements as the property and Trade Secrets of Franchisor and its Affiliates. In return, Franchisor and its Affiliates shall authorize Franchisee to utilize any Improvement that may be developed by other franchisees and is authorized generally for use by other franchisees.

11. ADVERTISING AND PROMOTION

11.1 Franchisee acknowledges that local marketing, promotion and advertising are required to advise the public of the Business. During each calendar year, Franchisee will spend a minimum of $40,000 on promotional advertising within the Territory ("**Individual Advertising Investment**"). If Franchisee operates in two contiguous territories, Franchisee must spend a total of $60,000 on promotional advertising

within the two contiguous territories, and Franchisee must spend an additional $20,000 on promotional advertising for each additional contiguous territories. The first calendar year will begin on the Operational Start Date and end on December 31st immediately following the Operational Start Date. During the first calendar year, your Individual Advertising Investment will be pro-rated. Franchisee may not advertise outside its Territory without Franchisor's approval, which may be granted or withheld in Franchisor's discretion.

11.2 During the Initial Term and any Interim Period, Franchisee shall furnish each month, and upon Franchisor's request, to Franchisor an accounting of Franchisee's previous month's expenditures for advertising and promotion on a form approved by Franchisor. Franchisor has the right, but not the obligation, once Franchisee commences operations, to collect up to the minimum required Individual Advertising Investment from Franchisee and administer it on marketing and advertising investments in Franchisee's Territory on Franchisee's behalf.

11.3 Franchisor will make available to Franchisee all advertising and promotion materials for the Business which are used by Franchisor and other Conserva Irrigation® franchisees. Franchisee may not develop advertising materials for use in the Business without Franchisor's approval. If Franchisor approves the advertising materials prepared by Franchisee, Franchisor may make available to other franchisees such advertising and promotion materials. Franchisee must pay duplication costs of any advertising or promotion material provided by Franchisor.

11.4 Franchisor has formed a national branding and marketing fund ("**National Branding & Marketing Fund**"). Beginning on the Operational Start Date, Franchisee shall pay to Franchisor a monthly national branding and marketing fee based on calendar year-to-date Gross Revenue ("**National Branding & Marketing Fee**") as described in the table below.

Year-to-Date Gross Revenue	National Branding & Marketing Fee Percentage
$0 - $3,000,000	1.5%
$3,000,001 or more	0%

Franchisor may increase the National Branding & Marketing Fee up to 2.5% of Gross Revenues upon 30 days' prior written notice to Franchisee. If Franchisee signs a Successor Franchise Agreement, Franchisee will be required to pay the National Branding & Marketing Fee set forth therein. Franchisor has the right, however, to vary the National Branding & Marketing Fee and how it is determined in any Successor Franchise Agreement Franchisee may sign. No action taken by Franchisor shall diminish Franchisee's obligations to pay the National Branding & Marketing Fee to the National Branding & Marketing Fund. The National Branding & Marketing Fee is in addition to Franchisee's obligations in Section 11.1.

11.5 Advertising materials and services will be provided to Franchisee through the National Branding & Marketing Fund. Franchisor may occasionally provide for placement of advertising on behalf of the entire System, including franchisees, or on behalf of a particular region, that may not include Franchisee, through the National Branding & Marketing Fund. Franchisor reserves the right to use the National Branding & Marketing Fee from the National Branding & Marketing Fund to place advertising in national media or regional media (including broadcast, print, Internet or other media) in the future. Franchisee acknowledges that the National Branding & Marketing Fund is intended to maximize the general brand recognition of the System. Franchisor is not obligated to expend National Branding & Marketing Funds on Franchisee's behalf or benefit or expend National Branding & Marketing Funds equivalent or proportionate to Franchisee's National Branding & Marketing Fees on Franchisee's behalf or benefit.

11.6 National advertising, public relations, and promotions will be started and continued by Franchisor, when, in Franchisor's sole discretion, Franchisor deems that it has accumulated sufficient moneys for that purpose. The National Branding & Marketing Fund will be used to promote the System, Services and/or Products sold by the franchisees and will not be used to sell additional franchises. Franchisor's accounting and marketing personnel or a representative designated by Franchisor will administer the National Branding & Marketing Fund. The National Branding & Marketing Fund will collect National Branding & Marketing Fees from all franchisees. All payments to the National Branding & Marketing Fund must be spent on advertising, public relations, market research, promotion, marketing of goods and services provided by Franchisor, outside vendors, including but not limited to marketing agencies, and administration of the National Branding & Marketing Fund, including but not limited to, salaries, overhead, administrative, accounting, collection and legal costs and expenses. The National Branding & Marketing Funds will be maintained by Franchisor in a separate account. An annual un- audited financial statement of the National Branding & Marketing Fund, at the expense of the National Branding & Marketing Fund, will be available 120 days after Franchisor's fiscal year end to Franchisee for review once a year upon request.

11.7 The National Branding & Marketing Fees collected by the National Branding & Marketing Fund are non-refundable. The National Branding & Marketing Fund may be terminated at any time by Franchisor, in its sole discretion. In the event that the National Branding & Marketing Fund is terminated, any remaining balance in the National Branding & Marketing Fund will be expended as provided for in Section 11.7 or returned to Franchisee on a pro-rata basis.

11.8 Franchisee shall fully participate in all such promotional campaigns, prize contests, special offers, and other programs, national, regional, or local in nature (including the introduction of new Services, Products, new franchises or other marketing programs directed or approved by Franchisor), which are prescribed from time to time by Franchisor. Franchisee shall be responsible for the costs of such participation. In addition, Franchisee shall honor any coupons, gift certificates or other authorized promotional offers of Franchisor at Franchisee's sole cost unless otherwise specified in writing by Franchisor. Franchisee will maintain an adequate supply of marketing brochures, pamphlets and promotional materials as may be required by Franchisor from time to time. The cost for such participation will be applied to Franchisee's Individual Advertising Investment obligations set forth in Section 11.1.

11.9 Franchisor (and any designee of Franchisor) will have no direct or indirect liability or obligation to Franchisee or the National Branding & Marketing Fund or otherwise with respect to the management, maintenance, direction, administration or otherwise of the National Branding & Marketing Fund. Franchisee and Franchisor agree that their rights and obligations with respect to the National Branding & Marketing Fund and all related matters are governed solely by this Agreement and neither this Agreement or the National Branding & Marketing Fund creates a trust, fiduciary relationship, or similar arrangement.

11.10 During the Initial Term and any Interim Period, Franchisee must also pay Franchisor its then-current digital marketing fee ("**Digital Marketing Fee**"). As of the date of this Agreement, the Digital Marketing Fee is equal to $300 per month. Franchisor may use the Digital Marketing Fee in its sole discretion as it deems appropriate, including, without limitation, for: (a) the development, production, publication, or distribution of digital advertisements, marketing, or promotions; (b) search engine optimization; (c) local digital marketing efforts; or (d) any other digital or electronic marketing related programs, technologies, or concepts. Franchisor may increase the Digital Marketing Fee upon thirty (30) days' prior written notice to Franchisee. Franchisor does not guarantee that advertising expenditures from the Digital Marketing Fee will benefit Franchisee or any other franchisee directly, on a pro rata basis, or at all.

12. INSURANCE AND INDEMNITY

12.1 Franchisee must comply with the following insurance requirements:

(a) Franchisee shall, upon commencement of the Initial Term, purchase and at all times maintain in full force and effect during the Initial Term and any Interim Period, insurance policies, in such amounts and on such terms as prescribed below or in the Manual, issued by one or more insurance companies acceptable to Franchisor.

(b) All insurance policies shall name Franchisor and its parent, Outdoor Living Brands, Inc., their affiliates and such other parties as Franchisor may designate, as additional insureds. Coverage for the additional insureds shall not be limited to claims of vicarious liability. In addition, the Franchisee's insurers shall endorse or otherwise amend the policies such that their policies: (a) are primary and non-contributory; (b) waive any right of subrogation as respects the additional insureds; and (c) provide the additional insureds 30 days' advance written notice of cancellation or other material change in coverage.

(c) Franchisee shall provide Franchisor with original or duplicate copies of all insurance policies, including endorsements, or other proof of insurance acceptable to Franchisor evidencing coverage required by this Section, together with proof of payment within 10 days of issuance thereof. Franchisee shall also furnish Franchisor with all proof of insurance coverage required by this Section, including endorsements, within 10 days after any of the following events: (a) all policy renewals, but not less often than annually, and (b) all instances of any change to, addition to, or replacement of any insurance. The policies and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All proof of insurance is subject to approval by Franchisor. Franchisor reserves the right to require complete, certified copies of all required insurance policies at any time in Franchisor's sole discretion.

(d) In the event Franchisee fails to obtain the required insurance and to keep the same in full force and effect, Franchisor may, but shall not be obligated to, purchase insurance on Franchisee's behalf from an insurance carrier of Franchisor's choice, and Franchisee shall reimburse Franchisor for the full cost of such insurance, along with a reasonable service charge to compensate Franchisor for the time and effort expended to secure such insurance, within 5 days after the date Franchisor delivers an invoice detailing such costs and expenses to Franchisee. Notwithstanding the foregoing, failure of Franchisee to obtain insurance constitutes a material breach of this Agreement entitling Franchisor to terminate this Agreement or exercise any or a combination of the other default remedies set forth in Section 17 of this Agreement.

(e) Franchisee's obligation to obtain and maintain insurance coverage in the amounts required by Franchisor shall not be limited in any way by reason of any insurance that Franchisor may maintain, nor does Franchisee's procurement of required insurance relieve Franchisee of liability under the indemnity obligations described in Section 12.2. Franchisee's insurance procurement obligations under this Section are separate and independent of Franchisee's indemnity obligations.

(f) Franchisor does not represent or warrant that any insurance that Franchisee is required to purchase will provide adequate coverage or protection for Franchisee. The requirements of insurance specified in this Agreement or the Manual are strictly for Franchisor's protection. Franchisee should consult with its own insurance agents, brokers, attorneys and other

insurance professionals to determine the level of insurance protection it needs and desires, in addition to the coverage and limits required by Franchisor.

(g) Franchisor reserves the right to modify minimum insurance requirements at any time in its sole discretion by updating the Manual.

12.2 Franchisee shall, during the Initial Term and any Interim Period and after the termination or expiration of this Agreement for any reason, indemnify and defend Franchisor, its Affiliates and their respective officers, directors and employees (the "Indemnified Parties"), and hold the Indemnified Parties harmless against, and to reimburse the Indemnified Parties for, all claims, demands, losses, damages (including punitive damages), actions, costs, suits, judgments, penalties, expenses (including reasonable attorneys' fees and amounts paid in settlement or compromise) and liabilities of any kind, whether or not ultimately determined to be meritorious, (the "**Damages**"), arising out of or relating to Franchisee's operation of the Business or breach of this Agreement or any other agreement between Franchisee and the Indemnified Parties, including without limitation those Damages related to (a) Franchisee's Storage Facility or other premises; (b) Franchisee's taxes or other Business expenses; and (c) Franchisee's or its employees' acts or omissions; unless the Damages are solely due to Franchisor's or Franchisor's Affiliates' gross negligence or willful misconduct relating to products purchased by Franchisee from Franchisor or its Affiliates and used in providing Services. Franchisee must provide Franchisor with prompt written notice of any event(s) that could be a basis for a claim for Damages or a basis for indemnification by the Indemnified Parties.

Notwithstanding the foregoing, in the event of an indemnified claim, at Franchisor's option and at Franchisee's risk and expense, Franchisor or any of the Indemnified Parties have the right to elect to assume the defense or settlement of any claim or action for Damages, provided that Franchisor will keep Franchisee informed respecting the defense or settlement of the claim or action. Franchisor's undertaking of defense or settlement will not diminish Franchisee's obligation to indemnify the Indemnified Parties and to hold the Indemnified Parties harmless. Franchisor and the other Indemnified Parties will have the right, at any time, to offer, consent or agree to settlements or take any other remedial or corrective actions respecting any claim for Damages if, in Franchisor's sole judgment, there are reasonable grounds to do so.

13. RELATIONSHIP

13.1 Franchisee acknowledges that it is an independent contractor and is not an agent, partner, joint venturer or employee of Franchisor and no training or supervision given by, or assistance from, Franchisor shall be deemed to negate such independence. Neither party is liable or responsible for the other's debts or obligations, nor shall either party be obligated for any damages to any person or property directly or indirectly arising out of the operation of the other party's business authorized by or conducted pursuant to this Agreement. Franchisor and Franchisee agree that no partnership, fiduciary relationship, joint venture or employment relationship exists between them. Franchisee shall conspicuously identify itself in all dealings with the public as a sole operator that is an entity separate from Franchisor and state that Franchisor has no liability for the Business being conducted from the Business location. It is expressly agreed that the parties intend by this Agreement to establish between Franchisor and Franchisee the relationship of franchisor and franchisee. It is further agreed that Franchisee has no authority to create or assume in Franchisor's name or on behalf of Franchisor, any obligation, express or implied, or to act or purport to act as agent or representative on behalf of Franchisor for any purpose whatsoever. Franchisee agrees that it will not hold itself out as the agent, employee, partner or co-venturer of Franchisor. All employees hired by or working for Franchisee shall be the employees of Franchisee and shall not, for any purpose, be deemed employees of Franchisor or subject to Franchisor's supervision or control. Each of the parties agrees to file its own tax, regulatory and payroll reports with respect to its respective employees and

operations, saving and indemnifying the other party hereto of and from any liability of any nature whatsoever by virtue thereof.

13.2 Neither party hereto shall make any agreements, representations or warranties (except by Franchisor in advertising as provided herein) in the name of, or an behalf of, the other party; neither party hereto shall be obligated by, nor have any liability for, any agreements, representations or warranties made by the other (except by Franchisor in advertising as provided herein) nor shall Franchisor be liable for any damages to any person or property, directly or indirectly, arising out of the operation of Franchisee's Business, whether caused by Franchisee's negligent or willful action or failure to act.

13.3 Franchisor shall have no liability for Franchisee's obligations to pay any third parties, including without limitation, Franchisee's employees, any product vendors, or any value added, sales, use, service, occupation, excise, Gross Revenues, income, property or other tax levied upon Franchisee, Franchisee's property, the Business or upon Franchisor in connection with the sales made or business conducted by Franchisee (except any taxes Franchisor is required by law to collect from Franchisee with respect to purchases from Franchisor).

14. CONFIDENTIAL INFORMATION AND RESTRICTIVE COVENANTS

14.1 Confidential Information. Franchisee acknowledges and agrees that:

(a) Franchisee's entire knowledge of the operation of the Business, the System, and the concepts and methods of promotion licensed hereunder that it has now or obtains in the future is derived from Franchisor's Confidential Information and Trade Secrets. Franchisee further acknowledges and agrees that all of the Confidential Information and Trade Secrets are the sole property of Franchisor, represent valuable assets of Franchisor and that Franchisor has the right to use the Confidential Information and Trade Secrets in any manner it wishes at any time.

(b) During the Initial Term and any Interim Period, Franchisee, and Franchisees' owners, Designated Business Managers, and employees who have access to the Confidential Information and Trade Secrets agree that they: (1) will not use the Confidential Information or Trade Secrets in any other business or capacity or for their own benefit; (2) will maintain the absolute confidentiality of the Confidential Information and Trade Secrets; (3) will not make unauthorized copies of any portion of the Confidential Information and Trade Secrets; and (4) will adopt and implement all reasonable procedures Franchisor periodically requires to prevent unauthorized use or disclosure of the Confidential Information and Trade Secrets including requiring employees, Designated Business Managers, training class attendees, and Franchisee owners who have access to the Confidential Information and Trade Secrets to execute such nondisclosure and noncompetition agreements as Franchisor may require periodically, and provide Franchisor, at Franchisor's request, with signed copies of each of those agreements. Franchisor will be designated as a third party beneficiary on such nondisclosure and noncompetition agreements.

(c) After the Agreement expires or is terminated, Franchisee, and Franchisees' owners, guarantors, Designated Business Managers and employees who have access to the Confidential Information and Trade Secrets agree that for a period of 2 years after the termination or expiration of the Agreement (unless such information is a Trade Secret in which case the requirements in this Section 14.1(c) will remain in place for as long as such information constitutes a Trade Secret) they: (1) will not use the Confidential Information or Trade Secrets in any other business or capacity or for their own benefit; (2) will maintain the absolute confidentiality of the Confidential Information and Trade Secrets; (3) will not make unauthorized copies of any portion of the Confidential Information or Trade Secrets; and (4) will adopt and implement all reasonable

procedures Franchisor periodically requires to prevent unauthorized use or disclosure of the Confidential Information and Trade Secrets including requiring written non-disclosure and noncompetition agreements for those individuals as Franchisor may require and provide Franchisor, at Franchisor's request, with signed copies of each of those agreements. Franchisor will be designated as a third party beneficiary on such nondisclosure and noncompetition agreements.

(d) Notwithstanding the foregoing, the restrictions on the disclosure and use of the Confidential Information will not apply to the following: (a) Confidential Information in the public domain after it was communicated to Franchisee through no fault of Franchisee, its owners, Designated Business Managers or employees; (b) Confidential Information in Franchisee's possession free of any obligation of confidence at the time it was communicated to Franchisee; or (c) the disclosure of the Confidential Information in judicial or administrative proceedings to the extent that Franchisee is legally compelled to disclose the information, if Franchisee has notified Franchisor before disclosure and used Franchisee's best efforts, and afforded Franchisor the opportunity, to obtain an appropriate protective order or other assurance satisfactory to Franchisor of confidential treatment for the information required to be so disclosed.

(e) Notwithstanding any other provision of this Agreement, there may be certain, limited circumstances where applicable law allows for the disclosure of certain Trade Secrets, as specified in the Manual.

14.2 Restrictive Covenants. Franchisee covenants and agrees that:

(a) During the Initial Term of this Agreement and any Interim Period thereof, Franchisee, its owners, guarantors and Designated Business Managers shall not, without the prior written consent of Franchisor, either individually or in a partnership, corporation, limited liability company, joint venture or other business entity or jointly or in conjunction with any person, firm, association, syndicate or corporation, as principal, agent, shareholder, member, partner, employee or in any manner whatsoever, carry on or be engaged in or be concerned with or interested in or advise, lend money to, guarantee the debts or obligations of or permit its name or any part thereof to be used or employed in any business operating in competition with an irrigation business or any Business as carried on during the Initial Term of this Agreement, including any Interim Period thereof.

(b) Upon termination or expiration of the Initial Term or any Interim Period, regardless of the cause, or the transfer, sale or assignment of this Agreement by Franchisee, neither Franchisee, any guarantors, the Designated Business Manager nor Franchisee's owners will have any direct or indirect interest (i.e., through a relative) as a disclosed or beneficial owner, investor, partner, director, officer, employee, consultant, representative or agent, for two (2) years; in any Business: (1) in the Territory or any other franchisee's territory; (2) within 10 miles of the Territory or any other franchisee's territory; or (3) within 10 miles of any Franchisor or Affiliate owned Irrigation Business.

14.3 If any person restricted by this Section 14 refuses to voluntarily comply with the foregoing obligations, the 2 year period will commence upon the entry of any order of a court or arbitrator enforcing this Section 14.

14.4 The parties have attempted in Section 14.2 to limit Franchisee's right to compete only to the extent necessary to protect Franchisor from unfair competition. The parties hereby expressly agree that if the scope or enforceability of the provision of Section 14.2 is disputed at any time by Franchisee, a court or arbitrator, as the case may be, may modify Section 14.2 to the extent that it deems necessary to make

such provision enforceable under applicable law. In addition, Franchisor reserves the right to reduce the scope of said provision without Franchisee's consent, at any time or times, effective immediately upon notice to Franchisee. THE FRANCHISEE EXPRESSLY ACKNOWLEDGES THAT IT POSSESSES SKILLS AND ABILITIES OF A GENERAL NATURE AND HAS OTHER OPPORTUNITIES TO EXPLOIT SUCH SKILLS. CONSEQUENTLY, ENFORCEMENT OF THE COVENANTS SET FORTH ABOVE WILL NOT DEPRIVE THE FRANCHISEE OF THE ABILITY TO EARN A LIVING.

14.5 Nothing in this Section 14 shall prevent any active officer of Franchisee or member of Franchisee's family either individually or collectively, from owning not more than a total of 5% of the stock of any company, which is subject to the reporting requirements of the U.S. Securities and Exchange Act of 1934, provided that Franchisee is otherwise not actively involved in the management or operation of that business and does not serve that business in any capacity other than as a shareholder.

14.6 Franchisor must be protected against the potential for unfair competition by Franchisee's use of Franchisor's training, assistance, Confidential Information and Trade Secrets in direct competition with Franchisor. Franchisee further acknowledges that Franchisor would not have entered into this Agreement or shared the Confidential Information, Trade Secrets and other information with Franchisee absent Franchisee's agreement to strictly comply with the provisions of this Section 14. Franchisee acknowledges that as a Franchisee of Franchisor, it will have access to Franchisor's Trade Secrets and Confidential Information and therefore be in a unique position to use the special knowledge gained as a franchisee. Franchisee acknowledges that a breach of the covenants contained in this Section 14 will be deemed to threaten immediate and substantial irreparable injury to Franchisor. Accordingly, Franchisee agrees that Franchisor will have the right to obtain immediate injunctive relief without limiting any other rights or remedies and without posting a bond.

14.7 This Section 14 will also apply to the officers, directors, stockholders, partners, members, trustees, beneficiaries and/or principals of Franchisee, Franchisee, and any persons controlled by, controlling or under common control with Franchisee. In the event that Franchisee is an individual for a period of time as permitted under this Agreement, this Section 14 will also apply to Franchisee's spouse and immediate family members.

15. ASSIGNMENT

15.1 Franchisee acknowledges that Franchisor's obligations under this Agreement are not personal. Franchisor shall have the absolute right, in its sole discretion, to unconditionally transfer or assign this Agreement or any of its rights or obligation under this Agreement to any person, corporation or other party.

15.2 Franchisor reserves the right to assign the System to anyone including the operator of a competing business, licensed system or franchise system. Franchisee acknowledges and agrees that Franchisor may sell its assets, the Marks or the System to any third party of Franchisor's choice; may offer its securities privately or publicly; may merge with or acquire other corporations or be acquired by another corporation; may undertake a refinancing, recapitalization, leverage buyout, or other economic or financial restructuring; or may terminate or cease to exist or dissolve, in any such case without Franchisee's consent and, provided the transferee expressly assumes and undertakes to perform Franchisor's obligations in all material respects, free of any responsibility or liability whatsoever to Franchisee after the transaction occurs.

15.3 With regard to any of the above sales, assignment and dispositions, Franchisee expressly and specifically waives any claims, demands, or damages against Franchisor arising from or related to the transfer of the Marks, assets or the System from Franchisor to any other party.

15.4 Franchisee understands and acknowledges that the rights and duties set forth in this Agreement are personal to Franchisee. Accordingly, this Agreement, Franchisee's rights and interests hereunder, the property and assets owned and used by Franchisee in connection with the Business and any shares, stock, membership or interest in any corporation, limited liability company, or other entity having an interest in the Business, shall not be voluntarily or involuntarily, directly or indirectly sold, pledged, assigned, transferred, shared, subdivided, sub-franchised, encumbered or transferred in any way (including, without limitation, in the event of the death of Franchisee if Franchisee is an individual), in whole or in part, in any manner whatsoever without the prior written approval of Franchisor and compliance with all terms of this Section 15. Any unauthorized sale, assignment, transfer or other conveyance, by operation of law or otherwise, or any attempt to do so, shall be deemed void and grounds for termination of this Agreement by Franchisor.

15.5 With and after each valid assignment of this Agreement pursuant to this Section 15, the assignee or assignees of Franchisee shall be deemed to be Franchisee under this Agreement and will be bound by and liable for all of Franchisee's existing and future obligations. No stockholder in any corporation, member in any limited liability company or partner in any partnership which becomes Franchisee shall have any rights under this Agreement by reason of his, her or its stock ownership, membership interest or partnership interest.

15.6 If Franchisee shall at any time determine to sell, in whole or in part, the Business, Franchisee shall obtain a bona fide, executed, written offer ("**Purchase Offer**") for the Business together with all real or personal property, leasehold improvements and other assets used by Franchisee in its Business from a responsible, arms' length, and fully disclosed purchaser and shall submit an exact copy of such Purchase Offer to Franchisor. Franchisor will have a right of first refusal to purchase the Business as provided in Section 16.

15.7 No transfer or assignment of this Agreement will be approved by Franchisor or be effective unless and until all the following conditions are satisfied:

(a) Franchisee being then in full compliance herewith and paying to Franchisor all outstanding debts or amounts owing to Franchisor;

(b) the transferee executing Franchisor's then current franchise agreement (which shall have terms equal to the remainder of Franchisee's Initial Term, but which may contain provisions substantially different from those contained herein, including a higher royalty and greater expenditures for advertising and promotion than are provided hereunder, and such other documents then customarily used by Franchisor to grant franchises), and all other documents as may be reasonably requested by Franchisor;

(c) Franchisee's paying to Franchisor a transfer fee in the amount of $10,000;

(d) Franchisee's execution of a general release of Franchisor, including its current and former officers, directors, agents and employees and Affiliates from such parties' obligations under the Agreement;

(e) the transferee purchasing all of Franchisee's assets used in the Business in accordance with all applicable bulk sales legislation and assuming all of the liabilities of the Business, including the liability for future warranty claims, unless such liabilities have been paid prior to the closing of the transaction of purchase and sale or unless the sale is a sale of shares in the capital stock or membership interest of Franchisee;

(f) the transferee shall be a corporation, limited liability company, partnership or other business entity having adequate financial resources who shall meet all criteria established by Franchisor for franchisees. The transferee shall also complete Franchisor's then current training program established by Franchisor for franchisees unless: (i) the transferee is a current franchisee in good standing in the System; or (ii) the transferee is or has been a Designated Business Manager for a period of 1 year or more of a Business in good standing;

(g) the parties to the proposed transaction will have entered a binding agreement subject only to the rights of Franchisor set out in Section 16. Franchisor shall be furnished a copy of this binding agreement, and such agreement shall be subject to Franchisor's approval in writing. Franchisee must advise each prospective transferee of this provision and the other terms of this Agreement;

(h) the proposed transferee or the stockholders, partners, members or owners of a beneficial interest in a proposed corporation, partnership, limited liability company or other entity transferee, providing jointly and severally such personal guarantees which Franchisor may request, guaranteeing the proposed transferee's performance of its obligations under the agreements to be entered into; and

(i) the proposed transferee shall have demonstrated to Franchisor's satisfaction that it, he or she will meet in all respects Franchisor's standards applicable to new franchisees regarding experience, personal and financial reputation and stability, required financial wherewithal, willingness and ability to devote its, his or her full time and best efforts to the operation of the Business, and any other conditions as Franchisor may reasonably apply in evaluating new franchisees. Franchisor must be provided all information about the proposed transferee as Franchisor may reasonably require. Because of the confidential information and trade secrets available to a franchisee, no assignment to a competitor of Franchisor will be permitted; and

(j) the transferee paying all costs of: (i) Franchisor with respect to the granting of its approval, as hereinbefore contemplated, including but not limited to all of its legal costs with respect to the preparation and execution of the above noted Franchise Agreement, and all other documents then customarily used by Franchisor to grant franchises; and (ii) the transfer, including but not limited to all professional fees (attorney's fees, broker fees, and the like), leasing expenses, document preparation costs and due diligence. Franchisee agrees and acknowledges that Franchisee shall be solely responsible for paying any broker fees and/or commissions involved with the sale or transfer of the Business regardless of whether Franchisee directly engages such broker or if, at Franchisee's request, Franchisor engages such broker to assist with the sale or transfer of the Business.

Franchisor may expand upon, and provide more details related to, the conditions for transfer and Franchisor's consent as described in this Section 15.7, and may do so in the Manual or otherwise in writing.

15.8 Notwithstanding anything to the contrary herein contained, Franchisor shall, upon Franchisee's compliance with such requirements as may from time to time be prescribed by Franchisor (including the obtaining of all necessary approvals to the assignment of leases, if any, of the Storage Facility), consent to an assignment of Franchisee's right, title and interest in and to this Agreement, and the property and assets owned and used by Franchisee in connection therewith and any other agreement then in effect between Franchisee and Franchisor to a corporation, limited liability company or other business entity which is wholly owned and controlled by Franchisee, subject to the following (provided that such assignment shall in no way release Franchisee from any liability under this Agreement):

(a) Contemporaneously with such assignment and thereafter upon the appointment or election of any person as director, officer, partner or manager of such corporation, limited liability company or other business entity, such corporation, limited liability company, partnership or other business entity shall cause each shareholder, partner, member, manager, director(s) and officer(s) of the corporation, limited liability company, partnership or other business entity to execute a written agreement with Franchisor under seal, personally guaranteeing full payment and performance of Franchisee's obligations to Franchisor and individually undertaking to be bound, jointly and severally, by all the terms of this Agreement or any new current form of Franchise Agreement and jointly and severally liable;

(b) No shares or interest in the capital of such corporation, limited liability company, partnership or other business entity shall be issued nor shall Franchisee directly or indirectly, voluntarily or involuntarily, by operation of law or otherwise, sell, assign, transfer, convey, donate, pledge, mortgage or otherwise encumber any such shares or interest or offer or attempt to do so or permit the same to be done without Franchisor's prior written consent;

(c) The corporation shall maintain stop transfer instructions against the transfer of shares on its records subject to the restrictions of this Section and shall have all outstanding shares endorsed with the following legend printed conspicuously upon the face of each certificate:

"The transfer of this certificate is subject to the terms and conditions of a certain Franchise Agreement with CONSERVA IRRIGATION FRANCHISOR, LLC Reference is made to said Franchise Agreement and to the restrictive provisions of the articles of this corporation."

(d) The articles of incorporation, articles of organization, operating agreement, partnership agreement, shareholder agreement, and by-laws of the corporation, limited liability company, partnership or other business entity shall provide that its objectives or business is confined exclusively to the operation of the Business as provided for in this Agreement, and recite that the issuance and transfer of any shares, membership interest, partnership interest or other interest is restricted by the terms of this Agreement, and copies thereof shall be furnished to Franchisor upon request;

(e) Franchisor's consent to a transfer of any interest subject to the restrictions of this Section shall not constitute a waiver of any claim it may have against the assignor, nor shall it be deemed a waiver of Franchisor's right to demand exact compliance with any of the terms of this Agreement by the assignee;

(f) The corporation, partnership, limited liability company or other business entity shall advise Franchisor and keep Franchisor current as to the names and addresses of the directors, officers, members, partners and shareholder of and those persons financially involved in the corporation, partnership, limited liability company or other business entity; and

(g) Franchisee agrees to devote its full time and best efforts to manage the day-to-day operations of the Business unless it has an operational partner or Designated Business Manager approved by Franchisor.

15.9 Upon the death of Franchisee, shareholder, partner, or member the rights granted by this Agreement may pass to the next of kin or legatees, provided that Franchisee's legal representatives shall within 120 calendar days of Franchisee's death apply in writing to Franchisor for the right to transfer to the next of kin or legatee Franchisee's rights under this Agreement. Franchisor shall not unreasonably withhold

its permission so long as the proposed transferees meet each of the requirements set forth in this Section 15 within 30 days of the receipt of a conditional permission for the transfer.

15.10 Any attempt by Franchisee to transfer any of its rights or interest under this Agreement or the License, without having received Franchisor's prior written consent, will constitute a material breach of this Agreement. However, if Franchisee dies and its personal representative does not desire to sell the Business, and if under controlling local law Franchisee's interest in the Business, the License and Agreement are distributable to heirs or legatees who are members of his or her immediate family and who otherwise would qualify as assignees, then such attempted assignment by operation of law will not be deemed in violation of this Agreement, provided that such heirs or legatees accept the conditions imposed on otherwise permitted assignees.

15.11 Franchisee shall not have the right to grant a sublicense or subfranchise.

16. OPTION TO PURCHASE — RIGHT OF FIRST REFUSAL

16.1 Unless otherwise explicitly provided by this Agreement, Franchisor shall be entitled to exercise the rights provided in this Section immediately upon:

(a) The expiration without the extension of Franchisee's rights to operate the Irrigation Business or the termination for any reason of the License or this Agreement; or

(b) The receipt by Franchisor of a copy of a Purchase Offer.

16.2 Upon any event described in this Section 16.2, Franchisor shall have the option to purchase all of Franchisee's rights, title and interest in the Business, and all its improvements, furniture, fixtures, equipment and products, and all of Franchisee's accounts, contract rights, customer and vendor lists, work in progress and other business assets.

16.3 The purchase price for assets itemized in Section 16.2 will be, subject to Section 16.4: (i) the current fair market value if Section 16.1(a) is applicable; or (ii) the price specified in the Purchase Offer received by Franchisee if Section 16.1(b) is applicable. If Franchisee and Franchisor cannot agree on fair market value within a reasonable time, an independent appraiser will be designated by each of Franchisee and Franchisor and an average of the 2 appraised values will be binding. Appraised values will exclude any and all consideration for goodwill or going concern value created by the Marks and business system licensed to Franchisee.

16.4 If Franchisor elects to exercise any option to purchase provided in this Section 16 Franchisor will have the right to set off all amounts due from Franchisee under this Agreement or any other agreements between the parties, any commissions or fees payable to any broker, agent or other intermediary and the cost of the appraisal, if any, against any payment. Franchisee shall also have the right to substitute cash for any other form of consideration specified in the Purchase Offer and to pay in full the entire purchase price at the time of closing.

16.5 Franchisor will notify Franchisee of its intention to exercise or not exercise its rights to purchase ("**Notice of Intent**") within 60 days following an event described in Section 16.1(a) or within 15 days following an event described in Section 16.1(b). The Notice of Intent will specify the assets to be purchased, and the current fair market value as determined by Franchisor if Section 16.1(a) is applicable. In the event Franchisor is purchasing the assets pursuant to Section 16.1(a), Franchisee will have 14 days following receipt of Franchisor's Notice of Intent to object to any of the prices specified therein, and any disputes over pricing shall be resolved through appraisal as specified by Section 16.3. If Franchisor declines

to exercise its rights under this Section within the 15 or 60 day period described above, as applicable, Franchisee may thereafter, sell or dispose of the Business to any third party in the event of a sale under Section 16.1(a) or to the third party identified in the Purchase Offer in the event of a sale under Section 16.1(b), but not at a lower price nor on more favorable terms than set forth in the Purchase Offer, if any, or the Notice of Intent and subject to the prior written permission of Franchisor and satisfaction of the other conditions to assignment set forth in Section 15. If the sale to such third party purchaser is not completed within 90 days after Franchisor delivers the Notice of Intent to Franchisee, Franchisor shall again have the right of first refusal herein provided.

16.6 If Franchisor provides Franchisee with its Notice of Intent to exercise its rights under this Section 16, the purchase and sale contemplated in this Section shall be consummated as soon as possible. In the event Franchisor is purchasing the assets pursuant to Sections 16.1(a), following the delivery of a Notice of Intent as specified in Section 16.5, Franchisor or Franchisor's designee shall have the immediate right to take possession of the Business and to carry on and develop the Business for the exclusive benefit of Franchisor or its designee.

17. DEFAULT AND TERMINATION

17.1 Franchisor shall have the right, at its option, to (i) suspend performance of certain or all of its guidance, coaching, assistance and any services to Franchisee during the time period Franchisee is in default of this Agreement; or (ii) terminate this Agreement and all rights granted Franchisee hereunder, (subject to the provisions of applicable state law), effective upon receipt of notice by Franchisee, addressed as provided in Section 18, upon the occurrence of any of the following events:

(a) Franchisee intentionally or negligently discloses to any unauthorized person the contents of or any part of Franchisor's Manual, Confidential Information or Trade Secrets of Franchisor;

(b) Franchisee voluntarily abandons the Business for a period of 5 consecutive days, or any shorter period that indicates an intent by Franchisee to discontinue operation of the Business, during the prime season of the Business, unless such abandonment is due to fire, flood, earthquake or other similar causes beyond Franchisee's control and not related to the availability of funds to Franchisee. For purposes of this Section 17.1(b), Franchisor has the right to determine what constitutes the prime season of the Business, although it shall at a minimum include the months of February through November each year;

(c) Franchisee becomes insolvent or is adjudicated bankrupt; or any action is taken by Franchisee, or by others against Franchisee under any insolvency, bankruptcy or reorganization act, or if Franchisee makes an assignment for the benefit of creditors, or a receiver is appointed for Franchisee;

(d) Any material judgment (or several judgments which in the aggregate are material) is obtained against Franchisee and remains unsatisfied or of record for 30 days or longer (unless a supersedeas or other appeal bond has been filed); or if execution is levied against Franchisee's Business or any of the property used in the operation of the Business and is not discharged within 10 days; or if the real or personal property of Franchisee's Business shall be sold after levy thereupon by any sheriff, marshal or constable;

(e) Franchisee or any owner of greater than 20% of Franchisee entity or operator is charged or convicted of a felony, a crime involving moral turpitude, or any crime or offense that is

reasonably likely, in the sole opinion of Franchisor, to materially and unfavorably affect the System, Marks, goodwill or reputation thereof;

(f) Franchisee fails to pay Royalties or any amounts due Franchisor or Affiliates within 10 days after receiving notice of Franchisee's failure to pay such amounts;

(g) Franchisee misuses or fails to follow Franchisor's directions and guidelines concerning use of the Marks and fails to correct the misuse or failure within 10 days after notification from Franchisor;

(h) Franchisee has received 3 notices of default with respect to Franchisee's obligations hereunder from Franchisor within a 12 month period, regardless of whether the defaults were cured by Franchisee;

(i) Franchisee sells, transfers or otherwise assigns the Business, an interest in the Business or Franchisee entity, this Agreement, the Business or a substantial portion of the assets of the Business owned by Franchisee without complying with the provisions of Section 15;

(j) Franchisee submits on 2 or more occasions during the Initial Term or any Interim Period a report, financial statement, tax return, schedule or other information or supporting record which understates its Gross Revenue by more than 3%, unless Franchisee demonstrates that such understatement resulted from inadvertent error;

(k) Franchisee fails, or refuses, to submit any report, financial statement, tax return, schedule or other information or supporting records required herein, or submits such reports more than 15 days late on 2 or more occasions during the Initial Term or any Interim Period unless due to circumstances beyond the control of Franchisee;

(l) Franchisee sells or offers for sale any unauthorized merchandise, product or service, engages in any unauthorized business or practice or sells any unauthorized product or service under the Marks or under a name or mark which is confusingly similar to the Marks;

(m) Franchisee contests in any court or proceeding the validity of, or Franchisor's ownership of the Marks or copyrighted materials;

(n) Franchisee is a corporation, limited liability company, partnership or other business entity and any action is taken which purports to merge, consolidate, dissolve or liquidate such entity without Franchisor's prior written consent;

(o) Franchisee or its Designated Business Manager fails to successfully complete Franchisor's training or retraining course(s);

(p) Franchisee receives from Franchisor during the Initial Term and any Interim Period 4 or more notices of default regardless whether such notices of default relate to the same or different defaults, or whether such defaults have been remedied by Franchisee;

(q) Any misrepresentation under Section 1.9 or any violation of Anti-Terrorism Laws by Franchisee, Designated Business Manager, its owners, agents or employees; or

(r) Franchisee fails to obtain and maintain all required permits and licenses, as described in Section 8.2(i).

17.2 Franchisor shall have the right, at its option, to (i) suspend performance of certain or all of its guidance, coaching, assistance and services to Franchisee during the time period Franchisee is in default of this Agreement, including referral of any National Accounts to Franchisee; or (ii) terminate this Agreement (subject to any applicable state laws to the contrary, where state law shall prevail), effective upon 30 days written notice to Franchisee, if Franchisee breaches any other provision of this Agreement and fails to cure the default during such 30 day period. In that event, this Agreement will terminate without further notice to Franchisee, effective upon expiration of the 30 day period. Defaults shall include, but not be limited to, the following:

(a) Franchisee fails to maintain the then-current operating procedures and standards established by Franchisor as set forth herein or in the Manual or otherwise communicated to Franchisee;

(b) Franchisee fails, refuses or neglects to obtain Franchisor's prior written approval or consent as required by this Agreement;

(c) Franchisee fails or refuses to comply with the then-current requirements of the Manual;

(d) Franchisee, or any partnership, joint venture, limited liability company, corporation or other business entity in which Franchisee has a controlling equity interest, defaults under any term of the Lease of the Storage Facility or any other premises used by Franchisee to operate the Business, any other license agreement or franchise agreement with Franchisor or any other agreement material to the Business and such default is not cured within the time specified in such Lease, other license agreement, franchise agreement or other agreement;

(e) Franchisee fails, refuses or neglects to submit a statement of monthly revenues accompanying the Monthly Branding Royalty or any other report required under the Agreement when due;

(f) Franchisee fails, refuses or neglects to accurately report Gross Revenues, sales information or other information required by Franchisor to be reported;

(g) Franchisee fails to comply with any other provision of this Agreement or any specification, standard or operating procedure prescribed by Franchisor and does not correct such failure within 10 days (or 30 days if this is the first non-compliance or breach) after written notice from Franchisor (which shall describe the action that Franchisee must take) is delivered to Franchisee; or

(h) The failure to meet the Minimum Annual Sales Quota set out in Section 4.6.

17.3 Notwithstanding the foregoing, if the breach is curable, but is of a nature which cannot be reasonably cured within such 30 day period and Franchisee has commenced and is continuing to make good faith efforts to cure the breach during such 30 day period, Franchisee shall be given an additional reasonable period of time to cure the same, but in no event longer than 30 additional days.

17.4 A termination of this Agreement by Franchisee shall be deemed to be a termination without cause and a breach hereof, by Franchisee. Franchisee agrees that it shall not, on grounds of an alleged

nonperformance by Franchisor of any of its obligations or any other reason, withhold payment of any amount due to Franchisor whatsoever or set off amounts owed to Franchisor under this Agreement, against any monies owed to Franchisee, which right of set off is hereby expressly waived by Franchisee.

17.5 No endorsement or statement on any check or payment of any sum less than the full sum due to Franchisor shall be construed as an acknowledgment of payment in full or an accord and satisfaction, and Franchisor may accept and cash such check or payment without prejudice to its right to recover the balance due or pursue any other remedy provided herein or by law. Franchisor may apply any payments made by Franchisee against any past due indebtedness of Franchisee as Franchisor may see fit. Franchisor may set off against any payment due to Franchisee hereunder any outstanding debts of Franchisee to Franchisor, and may, at Franchisor's option, pay Franchisee's trade creditors out of any sum otherwise due to Franchisee.

17.6 Franchisee agrees to pay within 5 days of the effective date of termination or expiration of the Franchise all amounts owed to Franchisor, the landlord of the Storage Facility or other premises used in the Business (if applicable) and Franchisee's trade and other creditors which are then unpaid.

17.7 All Monthly Branding Royalties and advertising contributions, all amounts due for goods purchased by Franchisee from time to time from Franchisor or its Affiliates and any other amounts owed to Franchisor or its Affiliates by Franchisee pursuant to this Agreement or any other agreement shall bear interest after the due date at the rate of 18% per annum or the highest rate permitted by law, whichever is lower, both before and after default, with interest on overdue interest at the aforesaid rate. The acceptance of any interest payment shall not be construed as a waiver by Franchisor of its rights in respect of the default giving rise to such payment and shall be without prejudice to Franchisor's right to terminate this Agreement in respect of such default.

17.8 Upon termination of this Agreement prior to its natural expiration date in accordance with its terms, Franchisee shall pay to Franchisor within thirty (30) days of the date of the termination, as an early termination fee for the premature termination of this Agreement and not as a penalty, an amount equal to twenty-four (24) times the average monthly continuing royalty fees payable to Franchisor over (a) the last twelve (12) months of the Business's active operations, or (b) the entire period the Business has been open for business, whichever is the shorter period. Franchisee acknowledges and agrees that such early termination fee is a reasonable approximation of the damages Franchisor will incur resulting from the premature termination of the Franchise Agreement as a result of breach by Franchisee, is appropriate because actual damages incurred by Franchisor will be difficult or impossible to ascertain, is not a penalty, and shall not affect Franchisor's right to, and is not in lieu of, any other payment or remedy, damages or relief to Franchisor.

17.9 Should Franchisee, or any partnership or joint venture or corporation in which Franchisee has a controlling equity interest, be a franchisee pursuant to another Conserva Irrigation® franchise agreement with Franchisor, respecting another franchised Business using the Marks, a default under this Agreement shall constitute a default under such other Conserva Irrigation® franchise agreement and vice versa, with like remedies available to Franchisor. Should such other Conserva Irrigation® franchise agreement cease to be valid, binding and in full force and effect for any reason then Franchisor may, at its option terminate this Agreement and this Agreement shall be forthwith surrendered by Franchisee and terminated, and likewise should this Agreement cease to be valid binding and in full force and effect for any, reason, Franchisor may at its option terminate the other Conserva Irrigation® franchise agreement and the other Conserva Irrigation® franchise agreement shall be forthwith surrendered and terminated. In the event that there is more than one Franchisee, or if Franchisee should consist of more than one legal entity, Franchisee's liability hereunder shall be both joint and several. A breach hereof by one such entity or Franchisee shall be deemed to be a breach by both or all.

17.10 Franchisee agrees that upon termination or expiration of this Agreement, it shall take the following action:

(a) Immediately discontinue the use of all Marks, signs, structures, forms of advertising, telephone listings, facsimile numbers, e-mail addresses, the Manual, and all materials, Products and Services of any kind which are identified or associated with the System and return all these materials and Products to Franchisor;

(b) Immediately turn over to Franchisor all materials, including the Manual, customer lists, records, files, instructions, brochures, advertising materials, agreements, Confidential Information, Trade Secrets and any and all other materials provided by Franchisor to Franchisee or created by a third party for Franchisee relating to the operation of the Business (all of which are acknowledged to be Franchisor's property). Under no circumstances shall Franchisee retain any printed or electronic copies of the Manual, Confidential Information or Trade Secrets or portions thereof upon expiration or termination of this Agreement;

(c) Franchisee hereby acknowledges that all telephone numbers, facsimile numbers and Internet addresses used in the operation of the Business constitute assets of the Business; and upon termination or expiration of this Agreement, Franchisee shall take such action within 5 days to cancel or assign to Franchisor or its designee as determined by Franchisor, all Franchisee's right, title and interest in and to Franchisee's telephone numbers, facsimile numbers and Internet addresses and shall notify the telephone company and all listing agencies of the termination or expiration of Franchisee's right to use any telephone number and Internet and e-mail addresses, and any regular, classified or other telephone directory listing associated with the Marks and to authorize a transfer of same to or at the direction of Franchisor. Franchisee acknowledges as between Franchisor and Franchisee, Franchisor has the sole rights to, and interest in, all telephone numbers, facsimile numbers, directory listings and Internet addresses used by Franchisee to promote the Business and/or associated with the Marks. Franchisee hereby irrevocably appoints Franchisor, with full power of substitution, as its true and lawful attorney-in-fact, which appointment is coupled with an interest, to execute such directions and authorizations as may be necessary or prudent to accomplish the foregoing. **Attachment E** evidences such appointment;

(d) Make no representation nor state that Franchisee is in any way approved, endorsed or licensed by Franchisor or associated or identified with Franchisor or the System in any manner;

(e) Immediately take all steps necessary to amend or terminate any registration or filing of any d/b/a or business name or fictitious name or any other registration or filing containing the Marks so as to delete the Marks and all references to anything associated with the System;

(f) Provide Franchisor the option to purchase as set in Section 16;

(g) Comply with the provisions of Sections 10.1(c) and 10.1(d) and Section 14;

(h) Assign all of Franchisee's customer contracts to Franchisor and pay to Franchisor any amounts (or a pro rata portion of any amounts) paid by Franchisee's customers for Services Franchisee has not yet performed. For example, if a customer pre-paid for services and Franchisee had performed only 50% of the contracted services, Franchisee must pay to Franchisor 50% of the amount the customer paid to the Franchisee; and

(i) Pay Franchisor a deposit of $7,500 (the "**Warranty Deposit**"), which Franchisor will use, in its sole discretion, to pay for any warranty expenses on behalf of the Business after the

termination or expiration of this Agreement. If any warranty claims exceed the Warranty Deposit during the 12-month period following the termination or expiration of this Agreement, then Franchisee must reimburse Franchisor the total amount of the claims that exceed the Warranty Deposit within 30 days of receiving written notice from Franchisor of the amount owed. Any unused amounts of the Warranty Deposit by the one-year anniversary of the termination or expiration date of the Franchise Agreement shall be returned to Franchisee within a reasonable time period thereof. Franchisee will not be entitled to any interest that is generated by the Warranty Deposit. Nothing in this Section 17.10(i) relieves Franchisee of liability under the indemnity obligations described in Section 12.2 of this Agreement.

17.11 If, within 30 days after termination or expiration of this Agreement by Franchisor, Franchisee fails to remove all displays of the Marks from the Business, which are identified or associated with the System, Franchisor may enter the Business to effect removal. In this event, Franchisor will not be charged with trespass nor be accountable or required to pay for any displays or materials.

17.12 If, within 30 days after termination or expiration of this Agreement Franchisee has not taken all steps necessary to amend or terminate any registration or filing of any business name or d/b/a or any other registration or filing containing the Marks, Franchisee hereby irrevocably appoints Franchisor as Franchisee's true and lawful attorney for Franchisee, and in Franchisee's name, place and stead and on Franchisee's behalf, to take action as may be necessary to amend or terminate all registrations and filings, this appointment being coupled with an interest to enable Franchisor to protect the System.

17.13 Termination or expiration of this Agreement shall not affect, modify or discharge any claims, rights, causes of action or remedies which Franchisor may have against Franchisee, whether such claims or rights arise before or after termination or expiration.

17.14 All obligations of the parties hereto which expressly or by their nature survive the expiration or termination of this Agreement shall continue in full force and effect notwithstanding such expiration or termination. In particular, but without limiting the generality of the foregoing, the provisions of Articles 10, 12, 14 and 16, hereof shall survive termination or expiration of this Agreement.

17.15 In the event that this Agreement expires or is terminated for any reason whatsoever and Franchisor is the lender under any loan agreement ("**Loan**") or the holder of any promissory note ("**Note**") or the holder of any personal property, security interest, chattel mortgage, debenture or mortgage of any nature whatsoever ("**Security Interest**") from Franchisee concerning assets used at any time by Franchisee in the Business or which are situated on the Business premises, such Loan, Note or Security Interest shall, upon the effective date of termination or expiration, immediately become fully due and payable as to all principal and interest so loaned and secured.

17.16 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 hereunder, the prior notice or other action required by such law or rule shall be substituted for the notice requirements hereof. Such modifications to this Agreement shall be effective only in such jurisdiction and shall be enforced as originally made and entered into in all other jurisdictions.

17.17 **THE PARTIES WAIVE, TO THE EXTENT PERMITTED BY LAW, ANY CLAIM AGAINST THE OTHER FOR PUNITIVE OR EXEMPLARY DAMAGES; EXCEPT FOR SUCH PUNITIVE OR EXEMPLARY DAMAGES FOR VIOLATION OF THE LANHAM ACT, TRADEMARK INFRINGEMENT OR DILUTION, UNAUTHORIZED DISSEMINATION OF CONFIDENTIAL INFORMATION OR TRADE SECRETS OR ARISING UNDER THE INDEMNIFICATION SET FORTH IN SECTION 12.**

17.18 The rights of the parties hereto are cumulative and no exercise or enforcement by a party of any right or remedy hereunder shall preclude the exercise or enforcement by that party of any other right or remedy herein contained, or to which it is entitled by law.

17.19 Franchisee hereby acknowledges and agrees that in the event of any breach or threatened breach of this Agreement, Franchisor shall be authorized and entitled to seek, from any court of competent jurisdiction, preliminary and permanent injunctive relief in addition to any other rights or remedies to which Franchisor may be entitled. Franchisee agrees that Franchisor may obtain injunctive relief without posting a bond. Franchisee's sole remedy, in the event of the entry of injunctive relief, shall be dissolution of the injunction, if warranted, upon a hearing duly had; provided, however, that all claims for damages by reason of the wrongful issuance of any injunction are hereby expressly waived by Franchisee. In any proceeding concerning the entry of any requested injunction against Franchisee, Franchisee, for value, voluntarily waives any defenses Franchisee might otherwise have relating to any claimed "prior breach" on the part of Franchisor; it being specifically understood and agreed between the parties that no action or lack of action on the part of Franchisor shall be a defense to Franchisor's claim for injunctive relief.

17.20 THE PARTIES ACKNOWLEDGE THAT IN THE EVENT THAT THE TERMS OF THIS AGREEMENT REGARDING TERMINATION OR EXPIRATION ARE INCONSISTENT WITH APPLICABLE STATE OR FEDERAL LAW, SUCH LAW SHALL GOVERN THE FRANCHISEE'S RIGHTS REGARDING TERMINATION OR EXPIRATION OF THIS AGREEMENT.

17.21 Franchisee acknowledges and agrees that in addition to, and not in lieu of, all other remedies or rights that Franchisor might otherwise have by virtue of Franchisee's breach of this Agreement, Franchisee must reimburse Franchisor for all attorneys' fees, costs, and expenses (and interest on such fees, costs and expenses) Franchisor incurs to enforce the terms of this Agreement or any obligation owed to Franchisor by Franchisee, including but not limited to amounts incurred in connection with preparation of default notices and related correspondence, or to defend any claim that Franchisee brings against Franchisor.

18. NOTICES

Any notice of default under this Agreement shall be delivered personally, by courier or by overnight service to the appropriate location. Any other notice, request, demand, approval, consent or other communication which the parties hereto may be required or permitted to be given hereunder shall be in writing and may be given to the party for whom it is intended by personal delivery, facsimile transmission or delivering it to such party by mailing it by prepaid registered mail, in the case of Franchisor to:

To Franchisor:

CONSERVA IRRIGATION FRANCHISOR, LLC
2426 Old Brick Road
Glen Allen, Virginia 23060
Attention: President

with a copy to:

Lathrop GPM, LLP
80 South Eighth Street, Suite 500
Minneapolis, Minnesota 55402
Attention: Michael Gray

To Franchisee:

_____
_____
_____
Attention:_____

with a copy to:

_____
_____
_____
Attention:_____

Any such notice or other document delivered personally, by electronic mail, or by facsimile transmission shall be deemed to have been received by and given to the addressee on the day of delivery and any such other notice or other document mailed as aforesaid, shall be deemed to have been received by and given to the addressee on the 3rd business day following the date of mailing. Any party may at any time give notice in writing to any other party of any change of address.

19. MEDIATION AND ARBITRATION

19.1 Except as otherwise provided in this Section 19, any controversy or dispute arising out of, or relating to the franchise or this Agreement including, but not limited to, any claim by Franchisee or any person in privity with or claiming through, on behalf of or in the right of Franchisee, concerning the entry into, performance under, or termination of, this Agreement or any other agreement entered into by Franchisor, or its subsidiaries or Affiliates, and Franchisee, any claim against a past or present employee, officer, director, member, shareholder or agent of Franchisor; any claim of breach of this Agreement; and any claims arising under State or Federal laws ("**Dispute**"), shall be submitted to nonbinding mediation before an arbitration proceeding may be filed. "**Person in privity**" with or claiming through, on behalf of or in the right of Franchisee includes but is not limited to, spouses and other family members, heirs, executors, representatives, successors and assigns. The mediation must be for a minimum of four hours before the American Arbitration Association in the city where our corporate headquarters is located (currently Richmond, Virginia). Mediation is a compromise negotiation for the purposes of the federal and state rules of evidence, and the entire process is confidential. Before any mediation, all parties will sign a confidentiality agreement reasonably satisfactory to us excepting only public disclosures and filings as are required by law. All parties must attend mediation. We will pay the costs of the first four hours of any mediation, and no mediation is required to extend beyond such four-hour period.

19.2 Except as otherwise provided in this Section 19 (including Section 19.1 and 19.3), any Dispute must be submitted to final and binding arbitration as the sole and exclusive remedy for any such controversy or dispute. Subject to this Section 19, the right and duty of the parties to this Agreement to resolve any disputes by arbitration shall be governed exclusively by the Federal Arbitration Act and the Federal Rules of Evidence, as amended, and arbitration shall take place according to the Commercial Arbitration Rules of the American Arbitration Association in effect as of the date the demand for arbitration is filed. The arbitration shall be held in city where our corporate headquarters in located (currently Richmond, Virginia). A single arbitrator shall be selected from a panel of neutral arbitrators provided by the American Arbitration Association and shall be chosen by the striking and ranking method. The arbitrator must have at least five years' experience in franchise law. The arbitrator's fees shall be divided equally between the parties. The arbitrator shall have no authority to amend or modify the terms of this Agreement. The award or decision by the arbitrator shall be final and binding on the parties and may be

enforced by judgment or order of a court having subject matter jurisdiction in the state where the arbitration took place. The parties consent to the exercise of personal jurisdiction over them by such courts and to the propriety of venue of such courts for the purpose of carrying out this provision; and they waive any objections that they would otherwise have concerning venue and personal jurisdiction.

19.3 Neither mediation nor arbitration will be required for any Dispute which involves amounts due from Franchisee to Franchisor, Franchisee's post termination or expiration use of any of the Marks, System, Confidential Information or Trade Secrets, or Franchisor's right to seek injunctive relief as provided in Section 17.19.

19.4 **Class Action Waiver**. Any proceeding (whether mediation, arbitration, trial to a court or jury, appeal or otherwise) must be brought in the parties' individual capacity and not as a plaintiff or class member in any purported class. The parties agree that any mediation, arbitration or civil action arising out of a Dispute is only a matter between Franchisor and Franchisee and no other franchisees. Franchisee agrees not to join or attempt to join other franchisees or licensees or persons in privity with or claiming through, or on behalf of, Franchisee in any class or collective action.

20. MISCELLANEOUS

20.1 Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 et seq.), the Federal Arbitration Act, or other applicable federal law, this Agreement shall be interpreted under the laws of the Commonwealth of Virginia, and any dispute between the parties shall be governed by and determined in accordance with the procedural and substantive laws of the Commonwealth of Virginia, which laws shall prevail in the event of any conflict of law. The parties agree that the Virginia Retail Franchising Act, or any other state law or regulation applicable to the offer or sale of franchises or the franchise relationship, will not apply unless the jurisdictional provisions are independently met. Franchisee waives, to the fullest extent permitted by law, the rights and protections provided by the Virginia Retail Franchising Act. Franchisee and Franchisor have negotiated regarding a forum in which to resolve any disputes which may arise between them and have agreed to select a forum in order to promote stability in their relationship. Therefore, if a claim is asserted in any legal proceeding involving Franchisee, its officers or directors and Franchisor, its officers, directors, shareholders, members, employees or Affiliates both parties agree that the venue for disputes between them shall be in the Commonwealth of Virginia and each waive any objection either may have to the personal jurisdiction of or venue in the Commonwealth of Virginia. However, Franchisor reserves the right to file any claims it may have against Franchisee in the federal or state court where the Business is located.

20.2 All provisions of this Agreement are severable and this Agreement shall be interpreted and enforced as if all completely invalid or unenforceable provisions were not contained herein; all partially valid and enforceable provisions shall be enforced to the extent that they are valid and enforceable.

20.3 If either party institutes a legal proceeding, including court proceedings or arbitration, and prevails in any action at law or in equity against the other party based entirely or in part on the terms of this Agreement, the prevailing party shall be entitled to recover from the losing party, in addition to any judgment, reasonable attorneys' fees, court costs and all of the prevailing party's expenses (and interest on such fees, costs and expenses) in connection with any action at law, and interest on such expenses.

20.4 No failure, forbearance, neglect or delay of any kind on the part of Franchisor in connection with the enforcement or exercise of any rights under this Agreement shall affect or diminish Franchisor's right to strictly enforce and take full benefit of each provision of this Agreement at any time, whether at law for damages, in equity for injunctive relief or specific performance, or otherwise. No custom, usage or practice with regard to this Agreement by Franchisee or Franchisor's other Franchisees shall preclude the

strict enforcement of this Agreement in accordance with its literal terms. No waiver by Franchisor of performance of any provision of this Agreement shall constitute or be implied as a waiver of Franchisor's right to enforce that provision at any future time. Subsequent acceptance by Franchisor of any payments due to it hereunder shall not be deemed to be a waiver by Franchisor of any preceding or succeeding breach by Franchisee of any terms, provisions, covenants, or conditions of this Agreement. No interpretation, change, termination or waiver of any provision of this Agreement, and no consent or approval under this Agreement, shall be binding upon Franchisee or Franchisor or effective unless in writing signed by Franchisee and Franchisor's Chief Executive Officer, President or Vice President, except that a waiver need be signed only by the party waiving.

20.5 This Agreement, together with any written related agreements, all Exhibits, Attachments, addenda, and that certain Acknowledgement Addendum signed contemporaneously with this Agreement, constitutes the entire understanding and agreement between Franchisee and Franchisor and supersedes all prior understandings, whether oral or written, pertaining to this Agreement, License, System or Business. Nothing in the Agreement is intended to disclaim the representations Franchisor made in the Franchise Disclosure Document that Franchisor furnished to Franchisee.

20.6 The headings of the sections hereof are for convenience only and do not define, limit or construe the contents of the sections of such Sections or other Sections. The term "**Franchisee**" as used herein is applicable to one or more persons, a corporation, limited liability company, a partnership or other business entity, as the case may be, and the singular usage (where applicable) includes the plural and the masculine and neuter usages (where applicable) include the other and the feminine, and the terms "include" and "including" also include the meaning "including without limitation." The term Lease shall include a sublease, and a renewal or extension of a lease or sublease. Time shall be of the essence of this Agreement and of every part thereof.

20.7 When calculating the date upon which or the time within which any act is to be done pursuant to this Agreement, the date which is the reference date in calculating such period shall be excluded; if the last day of such period is a non-business day, the period in question shall end on the next business day. Time shall be of the essence of this Agreement and of every part thereof.

20.8 Neither party hereto shall be liable for any loss or damage due to any delay in the due performance of the terms hereof (except for the payment of money) by reason of strikes, lockouts and other labor relations, fires, riots, wars, embargoes and civil commotion, or acts of God ("**Force Majeure Event**"). Any such delay shall extend performance only so long as such event is in progress except such Force Majeure Event will not affect or change Franchisee's obligation to pay Monthly Branding Royalty and National Branding & Marketing Fees when due. Notwithstanding the foregoing, if there is a Force Majeure Event, Franchisor, may in its sole discretion, elect to waive the Monthly Branding Royalty and National Branding & Marketing Fees during the period of delay caused by the Force Majeure Event or such shorter period.

20.9 Franchisee shall execute and deliver such further instruments, contracts, forms and other documents, and shall perform such further acts, as may be necessary or desirable, to carry out, complete and perform all terms, covenants and obligations herein contained. Franchisee hereby irrevocably appoints Franchisor as his attorney, and hereby empowers him to execute such instruments regarding the Marks for and in Franchisee's name in order to give full effect to Sections 10, 11.10, 15, and 17 of this Agreement. Franchisee hereby declares that the powers of attorney herein granted may be exercised during any subsequent legal incapacity on its part.

20.10 This Agreement shall be binding upon, and subject to Section 15 hereof, shall inure to the benefit of, Franchisee's successors and permitted assigns.

20.11 This Agreement may only be modified or amended by a written document executed by Franchisee and Franchisor. Franchisee acknowledges that Franchisor may modify its standards and specifications and operating and marketing techniques set forth in the Manual unilaterally under any conditions and to the extent in which Franchisor, in its sole discretion, deems necessary to protect, promote, or improve the Marks, and the quality of the System, but under no circumstances will such modifications be made arbitrarily without such determination. Notwithstanding anything herein to the contrary, Franchisor shall have the right unilaterally to reduce the scope of any covenants of Franchisee contained in this Agreement upon notice to Franchisee, whereupon Franchisee shall comply therewith as so modified.

20.12 From time to time, Franchisor shall have the right to delegate the performance of any portion or all of its obligations and duties hereunder to third parties, whether the same are agents of Franchisor or independent contractors which Franchisor has contracted with to provide such services. Franchisee agrees in advance to any such delegation by Franchisor of any portion or all of its obligations and duties hereunder.

21. ACKNOWLEDGEMENT

BEFORE SIGNING THIS AGREEMENT, THE FRANCHISEE SHOULD READ IT CAREFULLY WITH THE ASSISTANCE OF LEGAL COUNSEL.

THE FRANCHISEE ACKNOWLEDGES THAT:

1. NO STATEMENT, REPRESENTATION OR OTHER ACT, EVENT OR COMMUNICATION, EXCEPT AS SET FORTH IN THIS DOCUMENT, AND IN ANY DISCLOSURE DOCUMENT SUPPLIED TO THE FRANCHISEE, IS BINDING ON THE FRANCHISOR IN CONNECTION WITH THE SUBJECT MATTER OF THIS AGREEMENT.

2. FRANCHISEE HAD A COMPLETE COPY OF THIS AGREEMENT, WITH ALL BLANKS FILLED IN, IN ITS POSSESSION FOR A PERIOD OF TIME NOT LESS THAN 7 FULL CALENDAR DAYS, DURING WHICH TIME THE FRANCHISEE HAD THE OPPORTUNITY TO SUBMIT SAME FOR PROFESSIONAL REVIEW AND ADVICE OF THE FRANCHISEE'S CHOOSING PRIOR TO FREELY EXECUTING THIS AGREEMENT. FRANCHISEE ACKNOWLEDGES THAT IT HAS HAD AMPLE TIME AND OPPORTUNITY TO INVESTIGATE THE FRANCHISOR'S BUSINESS AND TO CONSULT WITH LEGAL AND FINANCIAL ADVISORS OF ITS CHOICE.

3. FRANCHISEE HAS CONDUCTED AN INDEPENDENT INVESTIGATION OF THE SYSTEM AND RECOGNIZES THAT THE BUSINESS VENTURE CONTEMPLATED BY THIS AGREEMENT AND ITS SUCCESS INVOLVES SUBSTANTIAL BUSINESS RISK AND WILL BE LARGELY DEPENDENT UPON THE ABILITY OF FRANCHISEE AS AN INDEPENDENT BUSINESS PERSON AND ITS ACTIVE PARTICIPATION IN THE DAILY AFFAIRS OF THE BUSINESS. FRANCHISEE HEREBY ASSUMES THE RESPONSIBILITY FOR ITS SUCCESS OR FAILURE OF THE BUSINESS VENTURE.

4. FRANCHISOR HAS NOT PROVIDED ANY STATEMENT, REPRESENTATION OR OTHER ACT, EVENT OR COMMUNICATION OF ACTUAL, AVERAGE, PROJECTED, FORECASTED OR POTENTIAL PURCHASES, SALE, COST, EARNINGS, INCOME OR PROFITS TO FRANCHISEE.

5. FRANCHISOR EXPRESSLY DISCLAIMS THE MAKING OF, AND FRANCHISEE ACKNOWLEDGES THAT IT HAS NOT RECEIVED, ANY ASSURANCE, WARRANTY OR

GUARANTEE, EXPRESSED OR IMPLIED, AS TO THE POTENTIAL VOLUME, PROFITS, EARNINGS OR SUCCESS OF THE BUSINESS VENTURE CONTEMPLATED BY THIS AGREEMENT.

This entire Agreement, including corrections, changes, and all attachments and addenda, will only be binding upon Franchisor when executed or initialed by Franchisor's authorized representative.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above set forth.

CONSERVA IRRIGATION FRANCHISOR, LLC

Date:_____ By:_____
Name: _____
Title: _____

FRANCHISEE:

_____

Date:_____ _____
Individually

OR:
(if a corporation or partnership)

_____
Company Name

Date:_____ By:_____

Title:_____

ATTACHMENT A

TO FRANCHISE AGREEMENT

1. Territory.

The Territory set forth in Section 4.1 of the Agreement shall be: _____
_____.

2. Initial Franchise Fee. Franchisee shall pay to Franchisor an initial franchise fee of $_____, due and payable at the time of execution of the Agreement.

3. Operational Start Date: The parties agree that the "Operational Start Date" for the Business shall be the earlier of: (a) the date that Franchisee begins operation of its Business; or (b) _____, 20_____. Franchisee's obligations to make the Monthly Branding Royalty and the National Branding & Marketing Fee shall commence on the Operational Start Date, even if Franchisee has not yet begun operating its Business.

4. Abatement Period (if any): The Minimum Monthly Branding Royalty shall be abated during the following seasonal periods, if any: _____.

FRANCHISOR:	**FRANCHISEE:**
CONSERVA IRRIGATION FRANCHISOR, LLC	
By:_____	By:_____
Name: _____	Title:_____
Title: _____	

ATTACHMENT B
TO FRANCHISE AGREEMENT

GUARANTY AND ASSUMPTION OF FRANCHISEE'S OBLIGATIONS

In consideration of, and as an inducement to, the execution of the Franchise Agreement executed between _____ and CONSERVA IRRIGATION FRANCHISOR, LLC, ("**Franchisor**") on _____, 20_____ ("**Agreement**") each of the undersigned hereby personally and unconditionally:

1. Guarantees to Franchisor and its successors and assigns, for the Initial Term, including any Interim Period thereof, that _____ ("**Franchisee**") shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement; and

2. Agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement, including but not limited to the terms of Section 14.

Each of the undersigned waives the following:

1. Acceptance and notice of acceptance by Franchisor of the foregoing undertaking;

2. Notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed;

3. Protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed;

4. Any right he or she may have to require that any action be brought against Franchisee or any other person as a condition of liability; and

5. Any and all other notices and legal or equitable defenses to which he or she may be entitled.

Each of the undersigned consents and agrees that:

6. His or her direct and immediate liability under this guaranty shall be joint and several;

7. He or she shall render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so;

8. Such liability shall not be contingent or conditioned upon pursuit by Franchisor of any remedies against Franchisee or any other person; and

9. Such liability shall not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which Franchisor may from time to time grant to Franchisee or to any other person, including without limitation 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 guaranty, which shall be continuing and irrevocable during the Initial Term, including any Interim Period thereof.

IN WITNESS WHEREOF, each of the undersigned has affixed his or her signature effective on the same day and year as the Agreement was executed.

WITNESS	**GUARANTOR(S)**
_____	_____
_____	_____
_____	_____
_____	_____

ACKNOWLEDGMENT

Franchisee, and its shareholders and partners, as applicable, jointly and severally acknowledge that they have carefully read this Agreement and all other related documents to be executed concurrently or in conjunction with the execution hereof, that they have obtained the advice of counsel in connection with entering into this Agreement, that they understand the nature of this Agreement, and that they intend to comply herewith and be bound hereby.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the first date set forth above.

ACCEPTED on this _____ day of _____ 20_____.

FRANCHISOR:

CONSERVA IRRIGATION FRANCHISOR, LLC

By:_____
Name: _____
Title: _____

FRANCHISEE:

_____

By:_____

Its_____

_____
an Individual

_____
an Individual

ATTACHMENT C
TO FRANCHISE AGREEMENT

STATEMENT OF OWNERSHIP

Franchisee: _____

Territory Number: _____

Trade Name (if different from above): _____

Form of Ownership
(Check One)

___ Individual ___ Partnership ___ Corporation ___ Limited Liability Company

If a **Partnership**, provide name and address of each partner showing percentage owned, whether active in management, and indicate the state in which the partnership was formed.

If a **Corporation**, give the state and date of incorporation, the names and addresses of each officer and director, and list the names and addresses of every shareholder showing what percentage of stock is owned by each.

If a **Limited Liability Company**, give the state and date of formation, the name and address of the manager(s), and list the names and addresses of every member and the percentage of membership interest held by each member.

_____
_____
_____

Franchisee acknowledges that this Statement of Ownership applies to the Irrigation Business authorized under the Franchise Agreement.

Use additional sheets if necessary. Any and all changes to the above information must be reported to Franchisor in writing.

_____ _____

Date **Name**

ATTACHMENT D
TO FRANCHISE AGREEMENT

BY AND BETWEEN CONSERVA IRRIGATION FRANCHISOR, LLC
AND
_____ ("FRANCHISEE")
AUTHORIZATION AGREEMENT FOR PREARRANGED PAYMENTS
(DIRECT DEBITS)

The undersigned depositor ("**Depositor**") hereby authorizes CONSERVA IRRIGATION FRANCHISOR, LLC ("**Company**") to initiate debit entries and/or credit correction entries to the undersigned's checking and/or savings account(s) indicated below and the depository designated below ("**Depository**") to debit such account pursuant to Company's instructions.

Depositor's Business Name	Bank Name
Depositor's Business Address	City, State, Zip Code
Bank Transit/ABA Number	Account Number

This authority is to remain in full force and effect until Depository has received joint written notification from Company and Depositor of the Depositor's termination of such authority in such time and in such manner as to afford Depository a reasonable opportunity on which to act. If an erroneous debit entry is initiated to Depositor's account, Depositor shall have the right to have the amount of such entry credited to such account by Depository, if (a) within fifteen (15) calendar days following the date on which Depository sent to Depositor a statement of account or a written notice pertaining to such entry or (b) forty-five (45) days after posting, whichever occurs first, Depositor shall have sent to Depository a written notice identifying such entry, stating that such entry was in error and requesting Depository to credit the amount thereof to such account. These rights are in addition to any rights Depositor may have under federal and state banking laws.

Depositor – Franchisee	**Depository – Franchisor**
By:_____	By:_____
Title:_____	Title: _____
Date:_____	Date:_____

ATTACHMENT E
TO FRANCHISE AGREEMENT

COLLATERAL ASSIGNMENT OF TELEPHONE NUMBERS AND TELEPHONE LISTINGS AND INTERNET ADDRESSES

THIS ASSIGNMENT is entered into this _____ day of _____ 20_____, in accordance with the terms of the Conserva Irrigation® Franchise Agreement ("**Franchise Agreement**") between _____ ("**Franchisee**") and CONSERVA IRRIGATION FRANCHISOR, LLC, ("**Franchisor**"), executed concurrently with this Assignment, under which Franchisor granted Franchisee the right to own and operate an Irrigation Business located at _____ _____.

FOR VALUE RECEIVED, Franchisee hereby assigns to Franchisor (1) those certain telephone numbers and regular, classified or other telephone directory listings (collectively, the "**Telephone Numbers and Listings**") and (2) those certain Internet website addresses ("**URLs**") associated with Franchisor's trade and service marks and used from time to time in connection with the operation of the Irrigation Business, as defined in the Franchise Agreement, at the address provided above. This Assignment is for collateral purposes only and, except as specified herein, Franchisor shall have no liability or obligation of any kind whatsoever arising from or in connection with this Assignment, unless Franchisor shall notify the telephone company and/or the listing agencies with which Franchisee has placed telephone directory listings (all such entities are collectively referred to herein as "**Telephone Company**") and/or Franchisee's internet service provider ("**ISP**") to effectuate the assignment pursuant to the terms hereof.

Upon termination or expiration of the Franchise Agreement (without the extension of Franchisee's rights to operate the Irrigation Business), Franchisor shall have the right and is hereby empowered to effectuate the assignment of the Telephone Numbers and Listings and the URLs, and, in such event, Franchisee shall have no further right, title or interest in the Telephone Numbers and Listings and URLs, and shall remain liable to the Telephone Company and the ISP for all past due fees owing to the Telephone Company and the ISP on or before the effective date of the assignment hereunder.

Franchisee agrees and acknowledges that as between Franchisor and Franchisee, upon termination or expiration of the Franchise Agreement, Franchisor shall have the sole right to and interest in the Telephone Numbers and Listings and URLs, and Franchisee irrevocably appoints Franchisor as Franchisee's true and lawful attorney-in-fact, which appointment is coupled with an interest, to direct the Telephone Company and the ISP to assign same to Franchisor, and execute such documents and take such actions as may be necessary to effectuate the assignment. Upon such event, Franchisee shall immediately notify the Telephone Company and the ISP to assign the Telephone Numbers and Listings and URLs to Franchisor. If Franchisee fails to promptly direct the Telephone Company and the ISP to assign the Telephone Numbers and Listings and URLs to Franchisor, Franchisor shall direct the Telephone Company and the ISP to effectuate the assignment contemplated hereunder to Franchisor. The parties agree that the Telephone Company and the ISP may accept Franchisor's written direction, the Franchise Agreement or this Assignment as conclusive proof of Franchisor's exclusive rights in and to the Telephone Numbers and Listings and URLs upon such termination or expiration and that such assignment shall be made automatically and effective immediately upon Telephone Company's and ISP's receipt of such notice from Franchisor or Franchisee. The parties further agree that if the Telephone Company or the ISP requires that the parties execute the Telephone Company's or the ISP's assignment forms or other documentation at the time of termination or expiration of the Franchise Agreement, Franchisor's execution of such forms or documentation on behalf of Franchisee shall effectuate Franchisee's consent and agreement to the assignment. The parties agree that at any time after the date hereof they will perform such acts and execute

and deliver such documents as may be necessary to assist in or accomplish the assignment described herein upon termination or expiration of the Franchise Agreement.

ASSIGNEE:	**ASSIGNOR:**
CONSERVA IRRIGATION FRANCHISOR, LLC	_____
By:_____	By:_____
Name: _____ Title: _____	Its:_____

ATTACHMENT F
TO FRANCHISE AGREEMENT

SAMPLE RELEASE AGREEMENT
ACKNOWLEDGMENT OF TERMINATION AND RELEASE AGREEMENT

This Acknowledgment of Termination and Release Agreement ("**Agreement**") is entered into this _____ day of _____ 20_____, between CONSERVA IRRIGATION FRANCHISOR, LLC ("**Franchisor**") and _____ ("**Franchisee**"). Franchisee and Franchisor will collectively be referred to herein as the "**Parties**."

RECITALS

WHEREAS, Franchisor and Franchisee entered into that certain franchise agreement ("**Franchise Agreement**") dated _____, 20_____, in which Franchisor granted Franchisee the right to operate an Irrigation Business in the authorized territory ("**Authorized Territory**") described in Attachment A of the Franchise Agreement; and

WHEREAS, on _____, 20_____, Franchisee's rights under the terms of the Franchise Agreement were terminated ("**Termination**").

WHEREAS, the Parties desire to enter into this Agreement for the purpose of acknowledging the Termination; acknowledging Franchisor's retention of all rights and remedies under the Franchise Agreement including, but not limited to, Franchisor's right to retain all Initial Franchise Fees, Monthly Branding Royalties, National Branding & Marketing Fees, and any other fees or sums paid to Franchisor or its Affiliates and right to audit Franchisee's books and records; and fully and finally resolving all legal and equitable claims, known or unknown, of Franchisee existing against Franchisor that were or could have been asserted by Franchisee in any action.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, the parties hereto hereby covenant, promise and agree as follows:

AGREEMENT

1. Acknowledgment of Termination. Franchisee acknowledges and agrees that all of its rights under the Franchise Agreement and ("**Franchise Documents**"), were fully and finally terminated on _____, 20_____. Franchisee agrees to abide by all provisions which expressly survive the Termination of the Franchise Documents, as more fully set forth in the Franchise Documents.

2. Release by Franchisee. As of the date of this Agreement, Franchisee does hereby compromise, settle, and absolutely, unconditionally, and fully release, discharge, and hold harmless for itself and each of its respective heirs, executors, administrators, representatives, successors, assigns, officers, members, managers, directors, shareholders, employees, partners, and Affiliates (as hereinafter defined) (collectively, the "**Franchisee Releasing Parties**"), Franchisor and its past, present and future officers, directors, agents, attorneys, employees, shareholders, successors, assigns, members, managers, and Affiliates (collectively, the "**Franchisor Released Parties**"), for all purposes, of and from any and all claims, debts, demands, damages, costs, expenses, actions, causes of action, or suits of any kind whatsoever, at common law, statutory or otherwise, whether now known or not, whether contingent or matured, including, without limitation, any claim, demand, or cause of action arising out of or in connection with Franchisee's Irrigation Business or the Franchise Documents or any other contractual relation between Franchisee and Franchisor and/or any Affiliate of Franchisor, which Franchisee Releasing Parties may have had or may now have directly or indirectly against any or all of Franchisor Released Parties based upon or arising out of any

event, act, or omission that has occurred prior to the date hereof. Franchisee Releasing Parties further covenant and agree to never institute, prosecute or assist others to institute or prosecute, or in any way aid any claim, suit, action at law or in equity, or otherwise assert any claim against any or all of Franchisor Released Parties for any damages (actual, consequential, punitive or otherwise), injunctive relief, or other loss or injury either to person or property, cost, expense, attorneys' fees, amounts paid on account of recovery or settlement, or any other damage or harm whatsoever, based upon or arising out of any event, act, or omission that has occurred prior to the date hereof.

3. Release by Franchisor. As of the date of this Agreement, the Franchisor Releasing Parties, hereby fully and forever unconditionally release and discharge Franchisee Released Parties for all purposes, of and from any and all claims, debts, demands, damages, costs, expenses, actions, causes of action, or suits of any kind whatsoever, at common law, statutory or otherwise, whether now known or not, whether contingent or matured, including, without limitation, any claim, demand, or cause of action arising out of or in connection with, as a result of, or in any way arising from or related to the Franchise Agreement or the franchise relationship created thereby, which the Franchisor Releasing Parties may have had or may now have directly or indirectly against any or all of the Franchisee Released Parties based upon or arising out of any event, act, or omission that has occurred prior to the Effective Date. Franchisor Releasing Parties' release shall not apply to any monies owed to Franchisor or its Affiliates or Franchisee's obligations to comply with any provisions which expressly survive the termination of the Franchise Agreement, which obligations and covenants continue in full force and affect or to any other rights, obligations, and covenants contained in any other agreement between Franchisor and Franchisee. Except as set forth in the previous sentence, the Franchisor Releasing Parties further covenant and agree never to institute, prosecute or assist others to institute or prosecute, or in any way aid any claim, suit, action at law or in equity, or otherwise assert any claim against any or all of the Franchisee Released Parties for any damages (actual, consequential, punitive or otherwise), injunctive relief, or other loss or injury to person or property, cost, expense, attorneys' fees, amounts paid on account of recovery or settlement, or any other damage or harm whatsoever, based upon or arising out of any event, act, or omission that has occurred prior to the date of this Agreement.

4. Affiliates. When used in this Agreement, the term "**Affiliates**" has the meaning as given in Rule 144 under the Securities Act of 1933.

5. Full Release. Except as is set forth in this Agreement, the Parties intend that this Agreement shall be effective as a full and final accord and satisfaction and release and shall extend to all matters, claims, demands, actions or causes of action of any kind or nature whatsoever which Franchisee Releasing Parties may have against Franchisor Released Parties or which Franchisor Releasing Parties may have against Franchisee Releasing Parties, subject to the limitations described in Section 3 above. The Parties acknowledge that they may hereafter discover facts in addition to, or different from, those which they now know or believe to be true with respect to the subject matter of this Agreement but that, notwithstanding the foregoing, it is their intention hereby to fully, finally, completely and forever settle and release all matters, claims, demands, actions or causes of action, subject to the limitations described in Section 3 above, and that the release given herein shall be and remain irrevocably in effect as a full and complete general release notwithstanding the existence of any such additional or different facts.

6. No Coercion. The Parties acknowledge that they are freely and voluntarily entering into this Agreement, uncoerced by any person, and that they have been advised and afforded the opportunity to seek the advice of legal counsel of their choice with regard to this Agreement.

7. Notices. Any notices given under this Agreement shall be in writing and if delivered by hand, or transmitted by U.S. certified mail, return receipt requested, postage prepaid, or via telegram or telefax, shall be deemed to have been given on the date so delivered or transmitted, if sent to the recipient at its address or telefax number appearing on the records of the sending party.

8. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

9. Amendments. This Agreement may not be changed or modified except in a writing signed by all of the parties hereto.

10. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Virginia.

11. Jurisdiction. The Parties agree that any disputes relating to the enforcement of this Agreement will be governed by the dispute resolution provisions set out in the Franchise Agreement.

12. Fees and Costs. In any action to enforce, interpret or seek damages for violation of this Agreement, the prevailing Party shall recover all attorney's fees and litigation expenses.

13. Severability. If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.

14. Authorization. Each Party warrants that each individual executing this Agreement on behalf of the respective Parties is fully authorized to do so by each of the respective Parties and each individual executing this Agreement warrants that he or she is acting within the scope of his or her employment and authority in executing this Agreement.

15. Counterparts and Telecopies. This Agreement may be executed in counterparts or by copies transmitted by telecopier, all of which shall be given the same force and effect as the original. This Agreement shall be effective when the signatures of all Parties have been affixed to counterparts or copies.

16. Entirety. This Agreement contains the entire agreement between the Parties related to the subject matter hereof, and in entering into this Agreement, each Party represents that he, she, or it is doing so voluntarily and of his, her or its own free will, and have executed this Agreement below acknowledging that each Party has completely read and fully understands the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal, with the intent that this be a sealed instrument, as of the day and year first above written.

FRANCHISOR:	**FRANCHISEE:**
CONSERVA IRRIGATION FRANCHISOR, LLC	_____
By:_____	By:_____
Its:_____	Its:_____

ATTACHMENT G
TO FRANCHISE AGREEMENT

CONSERVA IRRIGATION FRANCHISOR, LLC
SUCCESSOR ADDENDUM TO SUCCESSOR FRANCHISE AGREEMENT

This Successor Addendum ("**Successor Addendum**") to the Successor Franchise Agreement is made and entered into this ____ day of _____, 20_____, by and between CONSERVA IRRIGATION FRANCHISOR, LLC ("**Franchisor**") and _____ ("**Franchisee**").

BACKGROUND

1. Franchisor and Franchisee entered into a Franchise Agreement dated _____, 20_____ ("**Franchise Agreement**") pursuant to which Franchisee operates a Conserva Irrigation® Irrigation Business located in _____. ("**Franchised Business**").

2. The Franchise Agreement will expire by its own terms on _____, 20_____.

3. Franchisor and Franchisee intend to enter into a successor franchise agreement ("**Successor Franchise Agreement**") and desire to amend its terms by incorporating the terms of this Successor Addendum into the Successor Franchise Agreement.

AGREEMENT

1. **NO ADDITIONAL SUCCESSOR TERMS**. Franchisor and Franchisee acknowledge and agree that, notwithstanding Section 3 of the Successor Franchise Agreement, Franchisee has no rights to any additional successor terms upon the expiration or termination of the Successor Franchise Agreement. Franchisor, however, reserves the right to offer Franchisee additional successor terms.

2. **MINIMUM ANNUAL SALES QUOTA**. The table in **Section 4.6** is deleted in its entirety and replaced with the following table:

Year	Gross Revenues each Calendar Year
Successor Term	$250,0000

3. **FRANCHISE FEE. Section 5** is amended as follows:

A. **Section 5.1** is deleted in its entirety and replaced with the following:

> "5.1 The Franchisee shall pay the sum of _____ Dollars ($_____) plus, if due and payable, all applicable federal, state or municipal taxes, as a non-recurring and non-refundable (subject to Section 5.2) successor franchise fee ("**Successor Franchise Fee**") per Territory to the Franchisor upon the execution of this Agreement. The Successor Franchise Fee shall be paid by means of certified funds on a bank check. The Successor Franchise Fee shall be deemed to have been fully earned by the Franchisor when paid."

4. **GUIDANCE AND COACHING AND ASSISTANCE. Sections 7.3(c), 7.3(f) and 7.5** are deleted in their entirety.

5. **FRANCHISEE'S DUTIES, OBLIGATIONS AND OPERATING STANDARDS. Section 8.2(a)** is deleted in its entirety.

6. **ATTACHMENT A.**

In **Section 2 of Attachment A**, the phrase "Initial Franchise Fee" is replaced with "Successor Franchise Fee" in both the heading and in the first sentence of this section.

7. **RELEASE OF CLAIMS**. As of the date of this Successor Addendum, in consideration for Franchisor entering into the Successor Franchise Agreement, Franchisee does hereby compromise, settle, and absolutely, unconditionally, and fully release, discharge, and hold harmless for itself and each of its respective heirs, executors, administrators, representatives, successors, assigns, officers, members, managers, directors, shareholders, employees, partners, and affiliates (collectively, the "**Franchisee Releasing Parties**"), Franchisor and its past, present and future officers, directors, agents, attorneys, employees, shareholders, successors, assigns, members, managers, and Affiliates (collectively, the "**Franchisor Released Parties**"), for all purposes, of and from any and all claims, debts, demands, damages, costs, expenses, actions, causes of action, or suits of any kind whatsoever, at common law, statutory or otherwise, whether now known or not, whether contingent or matured, including, without limitation, any claim, demand, or cause of action arising out of or in connection with Franchisee's Irrigation Business or the Franchise Agreement or any other contractual relation between Franchisee and Franchisor and/or any Franchisor Released Parties, which Franchisee Releasing Parties may have had or may now have directly or indirectly against any or all of Franchisor Released Parties based upon or arising out of any event, act, or omission that has occurred prior to the date hereof. Franchisee Releasing Parties further covenant and agree to never institute, prosecute or assist others to institute or prosecute, or in any way aid any claim, suit, action at law or in equity, or otherwise assert any claim against any or all of Franchisor Released Parties for any damages (actual, consequential, punitive or otherwise), injunctive relief, or other loss or injury either to person or property, cost, expense, attorneys' fees, amounts paid on account of recovery or settlement, or any other damage or harm whatsoever, based upon or arising out of any event, act, or omission that has occurred prior to the date hereof.

8. **MISCELLANEOUS.** This Successor Addendum will be binding upon and inure to the benefit of each party and to each party's respective successors and assigns. Any terms not defined in this Successor Addendum have the meaning given to the terms in the Successor Franchise Agreement.

9. **NO FURTHER CHANGES.** Except as specifically provided in this Successor Addendum, all of the terms, conditions and provisions of the Successor Franchise Agreement will remain in full force and effect as originally written and signed.

IN WITNESS WHEREOF, Franchisor and Franchisee have duly executed this Successor Addendum as of the date first above written.

FRANCHISEE:	**FRANCHISOR:**
_____	**CONSERVA IRRIGATION FRANCHISOR, LLC**
By: _____	By: _____
Its: _____	Its: _____

ATTACHMENT H
TO FRANCHISE AGREEMENT

CONSERVA IRRIGATION FRANCHISOR, LLC
AGGREGATE REPORTING ADDENDUM TO FRANCHISE AGREEMENT

This Aggregate Reporting Addendum ("**Aggregate Reporting Addendum**") to the Franchise Agreement is made and entered into this _____ day of _____ 20_____, by and between CONSERVA IRRIGATION FRANCHISOR, LLC ("**Franchisor**") and _____ ("**Franchisee**").

BACKGROUND

1. Franchisor and Franchisee are parties to the Franchise Agreements listed in Exhibit A to this Aggregate Reporting Addendum (the "**Franchise Agreements**") pursuant to which Franchisee operates a Conserva Irrigation franchise at the locations listed in Exhibit A (the "**Franchised Businesses**") in the territories described in the Franchise Agreements (the "**Territories**").

2. Franchisor and Franchisee now desire to modify the provisions of the Franchise Agreements as a result of Franchisee owning multiple Franchised Businesses.

AGREEMENT

1. **SINGLE BUSINESS LOCATION**. Franchisor and Franchisee acknowledge and agree that Franchisee will operate the Franchised Businesses from a single business location.

2. **MINIMUM ANNUAL SALES QUOTA**. Franchisor and Franchisee acknowledge and agree that for purposes of calculating the Minimum Annual Sales Quotas described in the Franchise Agreements, Franchisee will not aggregate the Gross Revenues of each of the Franchised Businesses operating under the Franchise Agreements, and Franchisee must meet the Minimum Annual Sales Quota in each Territory.

3. **MONTHLY ROYALTY FEE AND MARKETING FEE.** Provided that Franchisee is in full compliance with the terms of the Franchise Agreements, Franchisor and Franchisee acknowledge and agree that for purposes of determining the Year-to-Date Gross Revenue and Monthly Branding Royalty, Franchisee may aggregate the Gross Revenues of each of the Franchised Businesses operating under the Franchise Agreements.

4. **ROYALTY REPORTS**. Franchisor and Franchisee acknowledge and agree that Franchisee's statement of the previous month's Gross Revenues may include the Gross Revenues of all of the Franchised Businesses operating under the Franchise Agreements and that it may submit one royalty report for its Franchised Businesses operating from a single business location.

5. **TECHNOLOGY FEES**. Franchisor and Franchisee acknowledge and agree that Franchisee will utilize the same technology package for all of its Franchised Businesses, and Franchisor will only require Franchisee to pay the applicable technology fees as if Franchisee was only operating one Franchised Business.

6. **RELEASE OF CLAIMS**. As of the date of, and in consideration for Franchisor entering into this Aggregate Reporting Addendum, Franchisee does hereby compromise, settle, and absolutely, unconditionally, and fully release, discharge, and hold harmless for itself and each of its respective heirs, executors, administrators, representatives, successors, assigns, officers, members, managers, directors,

shareholders, employees, partners, and affiliates (collectively, the "**Franchisee Releasing Parties**"), Franchisor and its past, present and future officers, directors, agents, attorneys, employees, shareholders, successors, assigns, members, managers, and Affiliates (collectively, the "**Franchisor Released Parties**"), for all purposes, of and from any and all claims, debts, demands, damages, costs, expenses, actions, causes of action, or suits of any kind whatsoever, at common law, statutory or otherwise, whether now known or not, whether contingent or matured, including, without limitation, any claim, demand, or cause of action arising out of or in connection with Franchisee's Irrigation Businesses or the Franchise Agreements or any other contractual relationship between Franchisee and Franchisor and/or any Franchisor Released Parties, which Franchisee Releasing Parties may have had or may now have directly or indirectly against any or all of Franchisor Released Parties based upon or arising out of any event, act, or omission that has occurred prior to the date hereof. Franchisee Releasing Parties further covenant and agree to never institute, prosecute or assist others to institute or prosecute, or in any way aid any claim, suit, action at law or in equity, or otherwise assert any claim against any or all of Franchisor Released Parties for any damages (actual, consequential, punitive or otherwise), injunctive relief, or other loss or injury either to person or property, cost, expense, attorneys' fees, amounts paid on account of recovery or settlement, or any other damage or harm whatsoever, based upon or arising out of any event, act, or omission that has occurred prior to the date hereof.

7. **MISCELLANEOUS.** This Aggregate Reporting Addendum will be binding upon and inure to the benefit of each party and to each party's respective successors and assigns. Any terms not defined in this Aggregate Reporting Addendum have the meaning given to the terms in the Franchise Agreements.

8. **NO FURTHER CHANGES.** Except as specifically provided in this Aggregate Reporting Addendum, all of the terms, conditions and provisions of the Franchise Agreements will remain in full force and effect as originally written and signed.

IN WITNESS WHEREOF, Franchisor and Franchisee have duly executed this Aggregate Reporting Addendum as of the date first above written.

FRANCHISEE:	**FRANCHISOR:**
_____	**CONSERVA IRRIGATION FRANCHISOR, LLC**
By: _____	By: _____
Its: _____	Its: _____

Exhibit A

Date of Franchise Agreement	Franchised Business Location

EXHIBIT C

CONSERVA IRRIGATION FRANCHISOR, LLC
LIST OF CURRENT FRANCHISEES AND
FRANCHISEES WHO HAVE LEFT THE SYSTEM

CONSERVA IRRIGATION Franchisees as of September 30, 2022

OWNER(S)	OWNER	STREET	CITY	STATE	ZIP	PHONE	E-MAIL
Conserva Irrigation of Pelham, AL	John Dooley	1150 Eagle Park Road	Birmingham	AL	35242	205-541-3820	pelham@conservairrigation.com
Conserva Irrigation of Huntsville, AL	Chris Sucic	11205 Woodcrest Drive	Huntsville	AL	22010	256-348-0945	Huntsville@conservairrigation.com
Conserva Irrigation of NW Arkansas - 1	Caleb and Allie Shoup	5100 W Park Ave., Unit 152	Rogers	AR	72758	715-851-4338	NWArkansas@conservairrigation.com
Conserva Irrigation of NW Arkansas - 2	Caleb and Allie Shoup	5100 W Park Ave., Unit 152	Rogers	AR	72758	715-851-4338	NWArkansas@conservairrigation.com
North Tucson, AZ	Joseph and Valerie Alvarado	143 N Scenic Vista Dr.	Sahuarita	AZ	85629	661-350-4167	Tucson@conservairrigation.com
Southeast Tucson, AZ	Joseph and Valerie Alvarado	143 N Scenic Vista Dr.	Sahuarita	AZ	85629	661-350-4167	Tucson@conservairrigation.com
Conserva Irrigation of L.A. Foothill Cities, CA - 1	Mark Green	1200 Wabash Street	Pasadena	CA	91103	626-644-5617	LAFoothillCities@conservairrigation.com
Conserva Irrigation of L.A. Foothill Cities, CA - 2	Mark Green	1201 Wabash Street	Pasadena	CA	91103	626-644-5617	LAFoothillCities@conservairrigation.com
Conserva Irrigation of SE Denver Colorado, CO - 1	Edward Sejas Urcullo	10791 W 66th Avenue	Arvada	CO	80004	303-434-4500	swdenver@conservairrigation.com
Conserva Irrigation of SE Denver Colorado, CO - 2	Edward Sejas Urcullo	10791 W 66th Avenue	Arvada	CO	80004	303-434-4500	swdenver@conservairrigation.com
Conserva Irrigation of Colorado Springs, CO - 1	Jeff and Kim Young	3501 Summer Breeze Drive	Colorado Springs	CO	80918	719-310-6107	coloradosprings@conservairrigation.com
Conserva Irrigation of Colorado Springs, CO - 2	Jeff and Kim Young	3502 Summer Breeze Drive	Colorado Springs	CO	80918	719-310-6107	coloradosprings@conservairrigation.com
Conserva Irrigation of Fort Collins, CO	Matt Haas	37397 Lee Lake Avenue	Windsor	CO	80550	970-217-3926	fortcollins@conservairrigation.com
Conserva Irrigation of Fairfield, CT - 1	Frank Sullivan	376 Woodside Circle	Fairfield	CT	06825	203-414-5424	FairfieldCounty@conservairrigation.com
Conserva Irrigation of Fairfield, CT - 2	Frank Sullivan	376 Woodside Circle	Fairfield	CT	06825	203-414-5424	FairfieldCounty@conservairrigation.com
Conserva Irrigation of Fairfield, CT - 3	Frank Sullivan	376 Woodside Circle	Fairfield	CT	06825	203-414-5424	FairfieldCounty@conservairrigation.com
Southeast Tampa, FL	Sharon and Maik Haesner	10668 New East Bay Road	Gibsonton	FL	33534	+49 15140250603	SETampa@conservairrigation.com
Conserva Irrigation of Brevard County, FL - 1	Jeff Daniels	2709 Willow Brook Drive	Merritt Island	FL	32952	321-863-4976	Brevardcounty@conservairrigation.com
Conserva Irrigation of Brevard County, FL - 2	Jeff Daniels	2709 Willow Brook Drive	Merritt Island	FL	32952	321-863-4976	Brevardcounty@conservairrigation.com

OWNER(S)	OWNER	STREET	CITY	STATE	ZIP	PHONE	E-MAIL
Conserva Irrigation of Brevard County, FL - 3	Jeff Daniels	2709 Willow Brook Drive	Merritt Island	FL	32952	321-863-4976	Brevardcounty@conservairrigation.com
*Miami	Jose Alexis Diaz Maymi	2899 Collins Avenue, Apt 403	Miami Beach	FL	33140	786-685-9233	miami@conservairrigation.com
Conserva Irrigation of Coral Springs, FL - 1	Juan Lamonaca	151 NW 115th Avenue	Plantation	FL	33325	954-483-4218	ftlauderdale@conservairrigation.com
Conserva Irrigation of Coral Springs, FL - 2	Juan Lamonaca	151 NW 115th Avenue	Plantation	FL	33325	954-483-4218	ftlauderdale@conservairrigation.com
Conserva Irrigation of Coral Springs, FL - 3	Juan Lamonaca	151 NW 115th Avenue	Plantation	FL	33325	954-483-4218	ftlauderdale@conservairrigation.com
Conserva Irrigation of Fort Lauderdale, FL - 1	Juan Lamonaca	151 NW 115th Avenue	Plantation	FL	33325	954-483-4218	ftlauderdale@conservairrigation.com
Conserva Irrigation of Fort Lauderdale, FL - 2	Juan Lamonaca	151 NW 115th Avenue	Plantation	FL	33325	954-483-4218	ftlauderdale@conservairrigation.com
Conserva Irrigation of Fort Lauderdale, FL - 3	Juan Lamonaca	151 NW 115th Avenue	Plantation	FL	33325	954-483-4218	ftlauderdale@conservairrigation.com
Conserva Irrigation of West Palm Beach, FL - 1	Juan Lamonaca	151 NW 115th Avenue	Plantation	FL	33325	954-483-4218	ftlauderdale@conservairrigation.com
Conserva Irrigation of West Palm Beach, FL - 2	Juan Lamonaca	151 NW 115th Avenue	Plantation	FL	33325	954-483-4218	ftlauderdale@conservairrigation.com
Conserva Irrigation of Northeast Florida, FL - 1	Vanesa and Chris Ellis	830 A1A North, Suite 13 # 621	Ponte Vedra Beach	FL	32082	904-862-2211	nefl@conservairrigation.com
Conserva Irrigation of Northeast Florida, FL - 2	Vanesa and Chris Ellis	830 A1A North, Suite 13 # 621	Ponte Vedra Beach	FL	32082	904-862-2211	nefl@conservairrigation.com
Conserva Irrigation of Northeast Florida, FL - 3	Vanesa and Chris Ellis	830 A1A North, Suite 13 # 621	Ponte Vedra Beach	FL	32082	904-862-2211	nefl@conservairrigation.com
Conserva Irrigation of Southwest Florida - 1	Mike Ferrara	915 Sidney Terrace Northwest	Port Charlotte	FL	33948	941-249-9690	swfl@conservairrigation.com
Conserva Irrigation of Southwest Florida - 2	Mike Ferrara	915 Sidney Terrace Northwest	Port Charlotte	FL	33948	941-249-9690	swfl@conservairrigation.com
Conserva Irrigation of Southwest Florida - 3	Mike Ferrara	915 Sidney Terrace Northwest	Port Charlotte	FL	33948	941-249-9690	swfl@conservairrigation.com
Conserva Irrigation of North Palm Beach	Yohanny Sarmiento	11986 46th Place N.	Royal Palm Beach	FL	33411	561-713-4115	northpalmbeach@conservairrigation.com
Naples - Fort Myers, FL	Detlev and Wesley Hummel	7901 4th Street N, Suite 300	St. Petersburg	FL	33702	905-932-7998	naples@conservairrigation.com
*St. Petersburg - 1	Scott Moore and Julie Blaskovich	4950 4th Ave N.	St. Petersburg	FL	33710	727-300-6430	stpetersburg@conservairrigation.com
*St. Petersburg - 2	Scott Moore and Julie Blaskovich	4950 4th Ave N.	St. Petersburg	FL	33710	727-300-6430	stpetersburg@conservairrigation.com
*Greater Clearwater	Troy Fey	10447 Garda Drive	Trinity	FL	34655	727-808-3686	greaterclearwater@conservairrigation.com

OWNER(S)	OWNER	STREET	CITY	STATE	ZIP	PHONE	E-MAIL
Conserva Irrigation of Winter Park, FL	Teri Ratcliff	2348 Temple Drive	Winter Park	FL	32789	407-474-9456	WinterPark@conservairrigation.com
Conserva Irrigation of North Atlanta - 1	Ali Nikkhah and Scotti Vandevender	4485 Commerce Drive, Suite 103	Buford	GA	30518	678-671-2020	northatlanta@conservairrigation.com
Conserva Irrigation of North Atlanta - 2	Ali Nikkhah and Scotti Vandevender	4485 Commerce Drive, Suite 103	Buford	GA	30518	678-671-2020	northatlanta@conservairrigation.com
Conserva Irrigation of North Atlanta - 3	Ali Nikkhah and Scotti Vandevender	4485 Commerce Drive, Suite 103	Buford	GA	30518	678-671-2020	northatlanta@conservairrigation.com
Conserva Irrigation of North Atlanta - 4	Ali Nikkhah and Scotti Vandevender	4485 Commerce Drive, Suite 103	Buford	GA	30518	678-671-2020	northatlanta@conservairrigation.com
Conserva Irrigation of North Atlanta - 5	Ali Nikkhah and Scotti Vandevender	4485 Commerce Drive, Suite 103	Buford	GA	30518	678-671-2020	northatlanta@conservairrigation.com
Conserva Irrigation of Metro Boise, ID	Kristina and Brian McVay	1415 N 22nd Street	Boise	ID	83702	415-706-4075	MetroBoise@conservairrigation.com
Conserva Irrigation of West Treasure Valley, ID	Zach and Morgan Hall	8655 W Dulcimer Street	Boise	ID	83709	208-600-3621	WestTreasureValley@conservairrigation.com
Conserva Irrigation of NW Chicago, IL - 1	Abderrahim Ait El Mahjoub & Emma Mahjoub	4262 W Pratt Avenue	Lincolnwood	IL	60712	718-395-0421	NWChicago@conservairrigation.com
Conserva Irrigation of NW Chicago, IL - 2	Abderrahim Ait El Mahjoub & Emma Mahjoub	4262 W Pratt Avenue	Lincolnwood	IL	60712	718-395-0421	NWChicago@conservairrigation.com
Conserva Irrigation of NW Chicago, IL - 3	Abderrahim Ait El Mahjoub & Emma Mahjoub	4262 W Pratt Avenue	Lincolnwood	IL	60712	718-395-0421	NWChicago@conservairrigation.com
West Chicagoland, IL	Uyen-Trang Rose	6617 Wedgewood Lane	Willowbrook	IL	60527	630-362-1163	Westchicagoland@conservairrigation.com
Conserva Irrigation of Central Indianapolis	Bill Smith	14021 Stearns Street	Overland Park	KS	66221	574-575-0779	NorthIndy@conservairrigation.com
Conserva Irrigation of North Indianapolis	Bill Smith	14021 Stearns Street	Overland Park	KS	66221	574-575-0779	NorthIndy@conservairrigation.com
Conserva Irrigation of Kansas City, KS - 1	Bill Smith	14021 Stearns Street	Overland Park	KS	66221	574-575-0779	KansasCity@conservairrigation.com
Conserva Irrigation of Kansas City, KS - 2	Bill Smith	14021 Stearns Street	Overland Park	KS	66221	574-575-0779	KansasCity@conservairrigation.com
Conserva Irrigation of Kansas City, KS - 3	Bill Smith	14021 Stearns Street	Overland Park	KS	66221	574-575-0779	KansasCity@conservairrigation.com
Conserva Irrigation of Kansas City, KS - 4	Bill Smith	14021 Stearns Street	Overland Park	KS	66221	574-575-0779	KansasCity@conservairrigation.com
Conserva Irrigation of NWLA, LA	Craig Ammons	740 Chance Street	Shreveport	LA	71107	318-584-7155	NWLA@conservairrigation.com

OWNER(S)	OWNER	STREET	CITY	STATE	ZIP	PHONE	E-MAIL
Conserva Irrigation of Cape Cod, MA - 1	Diane and Scott Sousa	28 Windsor Road	Sandwich	MA	02563	508-834-9797	capecod@conservairrigation.com
Conserva Irrigation of Cape Cod, MA - 2	Diane and Scott Sousa	28 Windsor Road	Sandwich	MA	02563	508-834-9797	capecod@conservairrigation.com
*Greater Bloomfield, MI	Martin Brown & Priya Brown	969 Chester Street	Birmingham	MI	48009	616-259-2374	greaterbloomfield@conservairrigation.com
Conserva Irrigation of East Grand Rapids, MI - 1	Gary and Allison Gauthier	2267 Waterford Way NE	Grand Rapids	MI	32100	312-485-1075	eastgrandrapids@conservairrigation.com
Conserva Irrigation of East Grand Rapids, MI - 2	Gary and Allison Gauthier	2267 Waterford Way NE	Grand Rapids	MI	32100	312-485-1075	eastgrandrapids@conservairrigation.com
Conserva Irrigation of Southwest Michigan - 1	Zachariah Meyer	1418 Newberry Hills Lane	St. Joseph	MI	49085	269-276-4337	SWmichigan@conservairrigation.com
Conserva Irrigation of Southwest Michigan - 2	Zachariah Meyer	1418 Newberry Hills Lane	St. Joseph	MI	49085	269-276-4337	SWmichigan@conservairrigation.com
Conserva Irrigation of Southwest Michigan - 3	Zachariah Meyer	1418 Newberry Hills Lane	St. Joseph	MI	49085	269-276-4337	SWmichigan@conservairrigation.com
Conserva Irrigation of Twin Cities, MN - 1	Russ Jundt - Tom Olson - Jake Mathre	13460 Highway 65 NE, Suite 2	Ham Lake	MN	55304	763-434-5414	twincities@conservairrigation.com
Conserva Irrigation of Twin Cities, MN - 2	Russ Jundt - Tom Olson - Jake Mathre	13460 Highway 65 NE, Suite 2	Ham Lake	MN	55304	763-434-5414	twincities@conservairrigation.com
Conserva Irrigation of Twin Cities, MN - 3	Russ Jundt - Tom Olson - Jake Mathre	13460 Highway 65 NE, Suite 2	Ham Lake	MN	55304	763-434-5414	twincities@conservairrigation.com
Conserva Irrigation of Twin Cities, MN - 4	Russ Jundt - Tom Olson - Jake Mathre	13460 Highway 65 NE, Suite 2	Ham Lake	MN	55304	763-434-5414	twincities@conservairrigation.com
Conserva Irrigation of Twin Cities, MN - 5	Russ Jundt - Tom Olson - Jake Mathre	13460 Highway 65 NE, Suite 2	Ham Lake	MN	55304	763-434-5414	twincities@conservairrigation.com
Conserva Irrigation of Twin Cities, MN - 6	Russ Jundt - Tom Olson - Jake Mathre	13460 Highway 65 NE, Suite 2	Ham Lake	MN	55304	763-434-5414	twincities@conservairrigation.com
Conserva Irrigation of Twin Cities, MN - 7	Russ Jundt - Tom Olson - Jake Mathre	13460 Highway 65 NE, Suite 2	Ham Lake	MN	55304	763-434-5414	twincities@conservairrigation.com
Conserva Irrigation of Twin Cities, MN - 8	Russ Jundt - Tom Olson - Jake Mathre	13460 Highway 65 NE, Suite 2	Ham Lake	MN	55304	763-434-5414	twincities@conservairrigation.com
Conserva Irrigation of Twin Cities, MN - 9	Russ Jundt - Tom Olson - Jake Mathre	13460 Highway 65 NE, Suite 2	Ham Lake	MN	55304	763-434-5414	twincities@conservairrigation.com
Conserva Irrigation of Mankato, MN	Scott and Deanna Giseke	39743 541st Avenue	New Ulm	MN	56073	507-441-2906	southernmn@conservairrigation.com
Conserva Irrigation of Rochester, MN	Scott and Deanna Giseke	39743 541st Avenue	New Ulm	MN	56073	507-441-2906	southernmn@conservairrigation.com
Conserva Irrigation of The Triangle, NC - 1	Joshua Williams	2104 Haybeck Lane	Apex	NC	27523	704-866-8601	Chapelhill@conservairrigation.com

OWNER(S)	OWNER	STREET	CITY	STATE	ZIP	PHONE	E-MAIL
Conserva Irrigation of The Triangle, NC - 2	Joshua Williams	2104 Haybeck Lane	Apex	NC	27523	704-866-8601	Chapelhill@conservairrigation.com
Conserva Irrigation of The Triangle, NC - 3	Joshua Williams	2104 Haybeck Lane	Apex	NC	27523	704-866-8601	Chapelhill@conservairrigation.com
Conserva Irrigation of The Triangle, NC - 4	Joshua Williams	2104 Haybeck Lane	Apex	NC	27523	704-866-8601	Chapelhill@conservairrigation.com
Conserva Irrigation of The Triangle, NC - 5	Joshua Williams	2104 Haybeck Lane	Apex	NC	27523	704-866-8601	Chapelhill@conservairrigation.com
Conserva Irrigation of Charlotte South, NC - 1	Kyle Turner	6301 Cherrycrest Lane	Charlotte	NC	28217	704-223-1995	charlottesouth@conservairrigation.com
Conserva Irrigation of Charlotte South, NC - 2	Kyle Turner	6301 Cherrycrest Lane	Charlotte	NC	28217	704-223-1995	charlottesouth@conservairrigation.com
Lake Norman, NC - 1	Stephen Dawson	1411 Audubon Road	Charlotte	NC	28211	408-807-3039	LakeNorman@conservairrigation.com
Lake Norman, NC - 2	Stephen Dawson	1411 Audubon Road	Charlotte	NC	28211	408-807-3039	LakeNorman@conservairrigation.com
Conserva Irrigation of Crystal Coast, NC	William Atwell	104 Seth Thomas Lane	Swansboro	NC	28584	704-239-0655	crystalcoast@conservairrigation.com
Conserva Irrigation of Wilmington, NC	Walt Wilson	PO Box 575	Wilmington	NC	28402	910-600-6897	wilmington@conservairrigation.com
Conserva Irrigation of Manchester, NH	Jonah Daigle	35 Railroad Avenue	Merrimack	NH	03054	603-624-1015	manchester@conservairrigation.com
Conserva Irrigation of South New Jersey - 1	Glenn Shiroff	482 Tuckahoe Road, PO Box 534	Buena	NJ	08310	469-667-8178	SouthNJ@conservairrigation.com
Conserva Irrigation of South New Jersey - 2	Glenn Shiroff	482 Tuckahoe Road, PO Box 534	Buena	NJ	08310	469-667-8178	SouthNJ@conservairrigation.com
Conserva Irrigation of Central New Jersey, NJ - 1	Chris Venneri	16 Barton Road	South River	NJ	08882	732-955-1828	centralnj@conservairrigation.com
Conserva Irrigation of Central New Jersey, NJ - 2	Chris Venneri	16 Barton Road	South River	NJ	08882	732-955-1828	centralnj@conservairrigation.com
Conserva Irrigation of Central New Jersey, NJ - 3	Chris Venneri	16 Barton Road	South River	NJ	08882	732-955-1828	centralnj@conservairrigation.com
Conserva Irrigation of Central New Jersey, NJ - 4	Chris Venneri	16 Barton Road	South River	NJ	08882	732-955-1828	centralnj@conservairrigation.com
Conserva Irrigation of Northern Ohio, OH - 1	Tim Bickett	184 Willow Lane	Chagrin Falls	OH	44022	440-686-1352	northerohio@conservairrigation.com
Conserva Irrigation of Northern Ohio, OH - 2	Tim Bickett	184 Willow Lane	Chagrin Falls	OH	44022	440-686-1352	northerohio@conservairrigation.com
Conserva Irrigation of Northern Ohio, OH - 3	Tim Bickett	184 Willow Lane	Chagrin Falls	OH	44022	440-686-1352	northerohio@conservairrigation.com
Conserva Irrigation of Columbus, OH - 1	Aaron and Lee Knepp	10855 Fancher Road	Westerville	OH	43082	614-937-0214	columbus@conservairrigation.com

OWNER(S)	OWNER	STREET	CITY	STATE	ZIP	PHONE	E-MAIL
Conserva Irrigation of Columbus, OH - 2	Aaron and Lee Knepp	10855 Fancher Road	Westerville	OH	43082	614-937-0214	columbus@conservairrigation.com
Conserva Irrigation of Columbus, OH - 3	Aaron and Lee Knepp	10855 Fancher Road	Westerville	OH	43082	614-937-0214	columbus@conservairrigation.com
Conserva Irrigation of Columbus, OH - 4	Aaron and Lee Knepp	10855 Fancher Road	Westerville	OH	43082	614-937-0214	columbus@conservairrigation.com
Conserva Irrigation of North Oklahoma City, OK - 1	Humberto Manzano	13600 Apple Valley Drive	Oklahoma City	OK	73120	405-225-3004	northoklahomacity@conservairrigation.com
Conserva Irrigation of North Oklahoma City, OK - 2	Humberto Manzano	13600 Apple Valley Drive	Oklahoma City	OK	73120	405-225-3004	northoklahomacity@conservairrigation.com
Conserva Irrigation of South Oklahoma City, OK - 1	Humberto Manzano	13600 Apple Valley Drive	Oklahoma City	OK	73120	405-225-3004	northoklahomacity@conservairrigation.com
Conserva Irrigation of South Oklahoma City, OK - 2	Humberto Manzano	13600 Apple Valley Drive	Oklahoma City	OK	73120	405-225-3004	northoklahomacity@conservairrigation.com
Conserva Irrigation of NW Portland, OR - 1	Sally McCurdy	2652 N Argyle Street	Portland	OR	97217	503-724-3487	portland@conservairrigation.com
Conserva Irrigation of NW Portland, OR - 2	Sally McCurdy	2652 N Argyle Street	Portland	OR	97217	503-724-3487	portland@conservairrigation.com
Conserva Irrigation of Delaware Valley, PA - 1	Bob and Sarah Foote	112 Savory Lane	North Wales	PA	19454	215-680-7586	DelawareValley@conservairrigation.com
Conserva Irrigation of Delaware Valley, PA - 2	Bob and Sarah Foote	112 Savory Lane	North Wales	PA	19454	215-680-7586	DelawareValley@conservairrigation.com
Conserva Irrigation of Delaware Valley, PA - 3	Bob and Sarah Foote	112 Savory Lane	North Wales	PA	19454	215-680-7586	DelawareValley@conservairrigation.com
Conserva Irrigation of Greater Charleston, SC - 1	Tim McVicker - Bob Cross - Kenny Kaufman	2208 Weepoolow Trail	Charleston	SC	29407	843-631-0061	Charleston@conservairrigation.com
Conserva Irrigation of Greater Charleston, SC - 2	Tim McVicker - Bob Cross - Kenny Kaufman	2208 Weepoolow Trail	Charleston	SC	29407	843-631-0061	Charleston@conservairrigation.com
Conserva Irrigation of Greater Charleston, SC - 3	Tim McVicker - Bob Cross - Kenny Kaufman	2208 Weepoolow Trail	Charleston	SC	29407	843-631-0061	Charleston@conservairrigation.com
Conserva Irrigation of North Greenville, SC	Billy Scales	111 Smith Hines Road, Suite I	Greenville	SC	29607	864-434-1913	greenville@conservairrigation.com
Conserva Irrigation of South Greenville, SC	Billy Scales	111 Smith Hines Road, Suite I	Greenville	SC	29607	864-434-1913	greenville@conservairrigation.com

OWNER(S)	OWNER	STREET	CITY	STATE	ZIP	PHONE	E-MAIL
Conserva Irrigation of Myrtle Beach, SC - 1	Bill and Dawn Hester - Jay and Pam Griffith	1904 Rimsdale Drive	Myrtle Beach	SC	29575	843-979-7070	myrtlebeach@conservairrigation.com
Conserva Irrigation of Myrtle Beach, SC - 2	Bill and Dawn Hester - Jay and Pam Griffith	1904 Rimsdale Drive	Myrtle Beach	SC	29575	843-979-7070	myrtlebeach@conservairrigation.com
Conserva Irrigation of Southern Nashville, TN - 1	Scott Reagan	203 Saddlebridge Lane	Franklin	TN	37069	615-429-9878	NashvilleSouth@conservairrigation.com
Conserva Irrigation of Southern Nashville, TN - 2	Scott Reagan	203 Saddlebridge Lane	Franklin	TN	37069	615-429-9878	NashvilleSouth@conservairrigation.com
Conserva Irrigation of Southern Nashville, TN - 3	Scott Reagan	203 Saddlebridge Lane	Franklin	TN	37069	615-429-9878	NashvilleSouth@conservairrigation.com
Conserva Irrigation of Chattanooga, TN	Miles Ledford	8110 Savannah Hills Drive	Ooltewah	TN	37363	423-802-0965	Chattanooga@ConservaIrrigation.com
Conserva Irrigation of West Austin, TX - 1	David Anderson	5501 Balcones Drive, Suite A-220	Austin	TX	78731	512-887-1891	westaustin@conservairrigation.com
Conserva Irrigation of West Austin, TX - 2	David Anderson	5501 Balcones Drive, Suite A-220	Austin	TX	78731	512-887-1891	westaustin@conservairrigation.com
Conserva Irrigation of Northwest Houston, TX - 1	Brian Foster	16931 Empty Ness Drive	Cypress	TX	77429	281-844-4369	NWHouston@conservairrigation.com
Conserva Irrigation of Northwest Houston, TX - 2	Brian Foster	16931 Empty Ness Drive	Cypress	TX	77429	281-844-4369	NWHouston@conservairrigation.com
Conserva Irrigation of Forth Worth, TX - 1	Patrick Wallace	5212 Scott Road	Fort Worth	TX	76114	503-720-8976	fortworth@conservairrigation.com
Conserva Irrigation of Forth Worth, TX - 2	Patrick Wallace	5212 Scott Road	Fort Worth	TX	76114	503-720-8976	fortworth@conservairrigation.com
Conserva Irrigation of North Austin, TX - 1	Joe Wagner	116 Rock Dock Road	Georgetown	TX	78633	512-717-4141	NorthAustin@conservairrigation.com
Conserva Irrigation of North Austin, TX - 2	Joe Wagner	116 Rock Dock Road	Georgetown	TX	78633	512-717-4141	NorthAustin@conservairrigation.com
Conserva Irrigation of West Houston, TX - 1	Bradley Salas	1441 East Street, Unit 108	Houston	TX	77007	713-897-8120	WestHouston@conservairrigation.com
Conserva Irrigation of West Houston, TX - 2	Bradley Salas	1441 East Street, Unit 108	Houston	TX	77007	713-897-8120	WestHouston@conservairrigation.com
Conserva Irrigation of Greater Katy, TX - 1	Kyle and Lauren Lake	13918 Swiss Hill Drive	Houston	TX	77077	832-706-2688	Katy@conservairrigation.com
Conserva Irrigation of Greater Katy, TX - 2	Kyle and Lauren Lake	13918 Swiss Hill Drive	Houston	TX	77077	832-706-2688	Katy@conservairrigation.com
Conserva Irrigation of Southwest Houston, TX - 1	Carlos Buenrostro and Enrique Aceves	15500 Cutten Road # 4904	Houston	TX	77070	346-800-9886	SWHouston@conservairrigation.com

OWNER(S)	OWNER	STREET	CITY	STATE	ZIP	PHONE	E-MAIL
Conserva Irrigation of Southwest Houston, TX - 2	Carlos Buenrostro and Enrique Aceves	15500 Cutten Road # 4904	Houston	TX	77070	346-800-9886	SWHouston@conservairrigation.com
Conserva Irrigation of Southwest Houston, TX - 3	Carlos Buenrostro and Enrique Aceves	15500 Cutten Road # 4904	Houston	TX	77070	346-800-9886	SWHouston@conservairrigation.com
*North Houston - 1	Trevor and Alma Pope	13802 Anderson Woods Drive	Houston	TX	77070	713-483-4241	NorthHouston@conservairrigation.com
*North Houston - 2	Trevor and Alma Pope	13802 Anderson Woods Drive	Houston	TX	77070	713-483-4241	NorthHouston@conservairrigation.com
Conserva Irrigation of NW Dallas, TX - 1	Talitha Schmidt	8710 Cedar Ridge	Lantana	TX	76226	469-299-9500	NWDallas@conservairrigation.com
Conserva Irrigation of NW Dallas, TX - 2	Talitha Schmidt	8710 Cedar Ridge	Lantana	TX	76226	469-299-9500	NWDallas@conservairrigation.com
Conserva Irrigation of NW Dallas, TX - 3	Talitha Schmidt	8710 Cedar Ridge	Lantana	TX	76226	469-299-9500	NWDallas@conservairrigation.com
*Conserva Irrigation of NE Dallas	Ned and Maria Lofton	1205 Boerne Ct.	Lucas	TX	75002	469-446-2294	NEDallas@conservairrigation.com
Conserva Irrigation of Cypress - Magnolia, TX - 1	Dennis Atchley	62 Brookefield Circle	Magnolia	TX	77355	832-709-0302	cypress-magnolia@conservairrigation.com
Conserva Irrigation of Cypress - Magnolia, TX - 2	Dennis Atchley	62 Brookefield Circle	Magnolia	TX	77355	832-709-0302	cypress-magnolia@conservairrigation.com
Conserva Irrigation of DFW North, TX - 1	Dylan Pond	8565 Lights Ranch Road	Pilot Point	TX	76258	208-553-8402	dylan.pond@conservairrigation.com
Conserva Irrigation of DFW North, TX - 2	Dylan Pond	8565 Lights Ranch Road	Pilot Point	TX	76258	208-553-8402	dylan.pond@conservairrigation.com
Conserva Irrigation of DFW North, TX - 3	Dylan Pond	8565 Lights Ranch Road	Pilot Point	TX	76258	208-553-8402	dylan.pond@conservairrigation.com
Conserva Irrigation of DFW North, TX - 4	Dylan Pond	8565 Lights Ranch Road	Pilot Point	TX	76258	208-553-8402	dylan.pond@conservairrigation.com
Conserva Irrigation of North San Antonio, TX	Alfredo Garate and Latecia Degado	401 E. Sonterra Blvd., Suite 375	San Antonio	TX	78258	979-336-9191	NorthSanAntonio@conservairrigation.com
Conserva Irrigation of Traverse Mountain Utah, UT - 1	David and Amy Mitchell	377 South 640 West	Lehi	UT	84043	801-369-6159	traversemountain@conservairrigation.com
Conserva Irrigation of Traverse Mountain Utah, UT - 2	David and Amy Mitchell	377 South 640 West	Lehi	UT	84043	801-369-6159	traversemountain@conservairrigation.com
Conserva Irrigation of the Wasatch, UT - 1	Matt Rodosky	5665 Aspenleaf Drive	Park City	UT	84098	435-565-6326	Wasatch@ConservaIrrigation.com
Conserva Irrigation of the Wasatch, UT - 2	Matt Rodosky	5665 Aspenleaf Drive	Park City	UT	84098	435-565-6326	Wasatch@ConservaIrrigation.com

OWNER(S)	OWNER	STREET	CITY	STATE	ZIP	PHONE	E-MAIL
Conserva Irrigation of the Wasatch, UT - 3	Matt Rodosky	5665 Aspenleaf Drive	Park City	UT	84098	435-565-6326	Wasatch@ConservaIrrigation.com
Conserva Irrigation of West Salt Lake City, UT - 1	Aaron Curtis	13709 S Buckeye View Way	Riverton	UT	84096	385-881-9979	westsaltlakecity@conservairrigation.com
Conserva Irrigation of West Salt Lake City, UT - 2	Aaron Curtis	13709 S Buckeye View Way	Riverton	UT	84096	385-881-9979	westsaltlakecity@conservairrigation.com
Conserva Irrigation of Leesburg - Sterling, VA	Ivan Russell	502 Sunset View Terrace SE # 305	Leesburg	VA	20175	571-401-1200	leesburg@conservairrigation.com
Conserva Irrigation of Fredericksburg, VA	Jeff Labrecque	16442 Lambourne Road	Midlothian	VA	23112	804-386-9201	richmond@conservairrigation.com
Conserva Irrigation of North Richmond, VA	Jeff Labrecque	16442 Lambourne Road	Midlothian	VA	23112	804-386-9201	richmond@conservairrigation.com
Conserva Irrigation of South Richmond, VA	Jeff Labrecque	16442 Lambourne Road	Midlothian	VA	23112	804-386-9201	richmond@conservairrigation.com
Conserva Irrigation of NOVA West - 1	Kevin Coughenour	9250 Mackenzie Meadow Court	Nokesville	VA	20181	703-635-3081	NOVAWest@conservairrigation.com
Conserva Irrigation of NOVA West - 2	Kevin Coughenour	9250 Mackenzie Meadow Court	Nokesville	VA	20181	703-635-3081	NOVAWest@conservairrigation.com
Conserva Irrigation of NOVA West - 3	Kevin Coughenour	9250 Mackenzie Meadow Court	Nokesville	VA	20181	703-635-3081	NOVAWest@conservairrigation.com
Conserva Irrigation of Hampton Roads / Virginia Beach, VA	Aaron Knepp	1159 Lance Road, Suite B	Norfolk	VA	23502	757-375-3812	hamptonroads@conservairrigation.com
Conserva Irrigation of Virginia Beach, VA	Aaron Knepp	1159 Lance Road, Suite B	Norfolk	VA	23502	757-375-3812	hamptonroads@conservairrigation.com
Conserva Irrigation of Suffolk, VA	Aaron Knepp	1159 Lance Road, Suite B	Norfolk	VA	23502	757-375-3812	hamptonroads@conservairrigation.com
Conserva Irrigation of Norfolk, VA	Aaron Knepp	1159 Lance Road, Suite B	Norfolk	VA	23502	757-375-3812	hamptonroads@conservairrigation.com
Conserva Irrigation of Tacoma, WA	Satnam Singh and Haneen Aibak	2523 Simon Lane	Olympia	WA	98506	360-869-0515	tacoma@conservairrigation.com
Conserva Irrigation of Olympia, WA	Satnam Singh and Haneen Aibak	2523 Simon Lane	Olympia	WA	98506	360-869-0515	tacoma@conservairrigation.com
Conserva Irrigation of Green Bay, WI - 1	Mike and Heidi Baenen	2140-E Short Road, Suite B	De Pere	WI	54115	920-371-2447	greenbay@conservairrigation.com
Conserva Irrigation of Green Bay, WI - 2	Mike and Heidi Baenen	2140-E Short Road, Suite B	De Pere	WI	54115	920-371-2447	greenbay@conservairrigation.com
Conserva Irrigation of Green Bay, WI - 3	Mike and Heidi Baenen	2140-E Short Road, Suite B	De Pere	WI	54115	920-371-2447	greenbay@conservairrigation.com
Conserva Irrigation of Milwaukee, WI - 1	Mike and Heidi Baenen	2140-E Short Road, Suite B	De Pere	WI	54115	920-371-2447	greenbay@conservairrigation.com

OWNER(S)	OWNER	STREET	CITY	STATE	ZIP	PHONE	E-MAIL
Conserva Irrigation of Milwaukee, WI - 2	Mike and Heidi Baenen	2140-E Short Road, Suite B	De Pere	WI	54115	920-371-2447	greenbay@conservairrigation.com
*Greater Tampa	Moutaz Elborgy	257 Brereton Avenue	Cleethorpes	South Humberside, DN357R	UK	703-626-0548	greatertampa!@conservairrigation.com

*Signed a franchise agreement, but not yet opened as of September 30, 2022.

FRANCHISEES THAT HAVE LEFT THE SYSTEM

The following franchisees left the system during the year ended September 30, 2022

TERRITORY NAME	OWNER(S)	CITY	STATE	ZIP	PHONE
Conserva Irrigation of Greater Denver, CO - 1	Nicole Hobby	Denver	CO	80222	720-352-2535
Conserva Irrigation of Greater Denver, CO - 2	Nicole Hobby	Denver	CO	80222	720-352-2535
Conserva Irrigation of North Atlanta - 1	Jason Butler	Buford	GA	30518	678-671-2020
Conserva Irrigation of North Atlanta - 2	Jason Butler	Buford	GA	30518	678-671-2020
Conserva Irrigation of North Atlanta - 3	Jason Butler	Buford	GA	30518	678-671-2020
Conserva Irrigation of North Atlanta - 4	Jason Butler	Buford	GA	30518	678-671-2020
Conserva Irrigation of North Atlanta - 5	Jason Butler	Buford	GA	30518	678-671-2020
Conserva Irrigation of NW Chicago, IL - 1	Jim Luby	Hawthorn Woods	IL	60047	847-430-4311
Conserva Irrigation of NW Chicago, IL - 2	Jim Luby	Hawthorn Woods	IL	60047	847-430-4311
Conserva Irrigation of NW Chicago, IL - 3	Jim Luby	Hawthorn Woods	IL	60047	847-430-4311
Conserva Irrigation of Central Indianapolis	Wei Xiao and Eric Pettit	Noblesville	IN	46062	317-607-0820
Conserva Irrigation of North Indianapolis	Wei Xiao and Eric Pettit	Noblesville	IN	46062	317-607-0820
Conserva Irrigation of St. Louis, MO	Korey Hendricks	Foristell	MO	63348	636-235-2665
Conserva Irrigation of Northwest Houston, TX - 3	Brian Foster	Cypress	TX	77429	281-844-4369
Conserva Irrigation of Hampton Roads / Virginia Beach, VA	Dean Ives / Jim Graham	Norfolk	VA	23502	757-375-3812
Conserva Irrigation of Virginia Beach, VA	Dean Ives / Jim Graham	Norfolk	VA	23502	757-375-3812
Conserva Irrigation of Suffolk, VA	Dean Ives / Jim Graham	Norfolk	VA	23502	757-375-3812
Conserva Irrigation of Norfolk, VA	Dean Ives / Jim Graham	Norfolk	VA	23502	757-375-3812

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

EXHIBIT D

CONSERVA IRRIGATION FRANCHISOR, LLC
LIST OF STATE AGENCIES / AGENTS FOR SERVICE OF PROCESS

LIST OF STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

STATE	STATE ADMINISTRATOR/AGENT	ADDRESS
California	Commissioner of Financial Protection and Innovation Department of Financial Protection and Innovation	320 West 4th Street, Suite 750 Los Angeles, CA 90013-2344 1-866-275-2677
Illinois	Illinois Attorney General	500 South Second Street Springfield, IL 62706
Indiana (State Administrator)	Indiana Securities Commissioner Securities Division	302 West Washington Street, Room E111 Indianapolis, IN 46204
Indiana (Agent)	Indiana Secretary of State	302 West Washington Street, Room E018 Indianapolis, IN 46204
Maryland (State Administrator)	Office of the Attorney General Division of Securities	200 St. Paul Place Baltimore, MD 21202-2020
Maryland (Agent)	Maryland Securities Commissioner	200 St. Paul Place Baltimore, MD 21202-2020
Michigan	Michigan Department of Attorney General Consumer Protection Division	G. Mennen Williams Building, 1st Floor 525 West Ottawa Street Lansing, MI 48933
Minnesota	Commissioner of Commerce Minnesota Department of C0mmerce	85 7th Place East, Suite 280 St. Paul, MN 55101-2198
New York (State Administrator)	NYS Department of Law Investor Protection Bureau, Franchise Section	28 Liberty Street, 21st Floor New York, NY 10005
New York (Agent)	New York Department of State	One Commerce Plaza 99 Washington Ave., 6th Floor Albany, NY 12231
Virginia (State Administrator)	Virginia State Corporation Commission Division of Securities and Retail	1300 East Main Street, 9th Floor Richmond, VA 23219-3630
Virginia (Agent)	Clerk of the State Corporation Commission	1300 East Main Street, 1st Floor Richmond, VA 23219-3630
Washington	Department of Financial Institutions Securities Division	150 Israel Road SW Tumwater, WA 98501 360-902-8760
Wisconsin	Commissioner of Securities	Department of Financial Institutions Division of Securities 4822 Madison Yards Way, North Tower Madison, WI 53705

EXHIBIT E

CONSERVA IRRIGATION FRANCHISOR, LLC
STATE-SPECIFIC ADDENDA

CALIFORNIA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the California Franchise Investment Law, Cal. Corp. Code §§ 31000-31516 or the California Franchise Relations Act, Cal. Bus. & Prof. Code §§20000-20043 applies, the terms of this Addendum apply.

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.

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AND COMPLAINTS CONCERNING THE CONTENTS OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT WWW.DFPI.CA.GOV.

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.

Item 3, Additional Disclosure:

Neither we nor any person described in Item 2 of the Disclosure Document is subject to any currently effective order of any National Securities Association or National Securities Exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq. suspending or expelling such persons from membership in such association or exchange.

Item 6, Additional Disclosure:

The highest interest rate allowed by law in California is 10% annually.

Item 17, Additional Disclosures:

The franchise agreement requires franchisee to execute a general release of claims upon renewal or transfer of the franchise agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order there under is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 – 20043).

The franchise agreement requires application of the laws of the Commonwealth of Virginia. This provision may not be enforceable under California law.

California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.

The franchise agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. §101 et seq.)

The franchise agreement requires binding arbitration. The arbitration will occur in Richmond, Virginia with the cost being borne equally by the parties. Prospective franchisees are encouraged to consult with private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

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.

Exhibit G, Additional Disclosure:

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

CALIFORNIA ADDENDUM TO FRANCHISE AGREEMENT

To the extent the California Franchise Investment Law, Cal. Corp. Code §§ 31000-31516 or the California Franchise Relations Act, Cal. Bus. & Prof. Code §§20000-20043 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

The Franchise Agreement requires franchisee to execute a general release of claims upon renewal or transfer of the franchise agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order there under is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 – 20043).

The Franchise Agreement requires application of the laws of the Commonwealth of Virginia. This provision may not be enforceable under California law.

California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination or non-renewal of a franchise. The Federal Bankruptcy Code also provides rights to franchisee concerning termination of the Franchise Agreement upon certain bankruptcy-related events. If the Franchise Agreement is inconsistent with the law, the law will control.

The Franchise Agreement requires binding arbitration. The arbitration will occur in Richmond, Virginia with the cost being borne equally by the parties. Prospective franchisees are encouraged to consult with private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

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.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

3. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

FRANCHISOR:	**FRANCHISEE:**
CONSERVA IRRIGATION FRANCHISOR, LLC	_____
By:_____	
Its:_____	By:_____
Date:_____	Its:_____
	Date:_____

ILLINOIS ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Illinois Franchise Disclosure Act, Ill. Comp. Stat. §§705/1 – 705/44 applies, the terms of this Addendum apply.

Item 17, Additional Disclosures. The following statements are added to Item 17:

Illinois law governs the agreements between the parties to this franchise.

Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.

Section 41 of the Illinois Franchise Disclosure Act provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

Your rights upon termination and non-renewal of a franchise agreement are set forth in section 19 and 20 of the Illinois Franchise Disclosure Act.

Exhibit G, Additional Disclosure:

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

ILLINOIS ADDENDUM TO FRANCHISE AGREEMENT

To the extent the Illinois Franchise Disclosure Act, Ill. Comp. Stat. §§705/1 – 705/44 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

Illinois law governs the agreements between the parties to this franchise.

Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.

Section 41 of the Illinois Franchise Disclosure Act provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

Your rights upon termination and non-renewal of a franchise agreement are set forth in section 19 and 20 of the Illinois Franchise Disclosure Act.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

3. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

FRANCHISOR:	**FRANCHISEE:**
CONSERVA IRRIGATION FRANCHISOR, LLC	_____
By:_____	
Its:_____	By:_____
Date:_____	Its:_____
	Date:_____

MARYLAND ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Maryland Franchise Registration and Disclosure Law, Md. Code Bus. Reg. §§14-201 – 14-233 applies, the terms of this Addendum apply.

Item 17, Additional Disclosures:

Our termination of the Franchise Agreement because of your bankruptcy may not be enforceable under applicable federal law (11 U.S.C.A. 101 et seq.).

You may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

The general release required as a condition of renewal, sale and/or assignment/transfer will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

Exhibit G, Additional Disclosure:

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

MARYLAND ADDENDUM TO FRANCHISE AGREEMENT

To the extent the Maryland Franchise Registration and Disclosure Law, Md. Code Bus. Reg. §§14-201 – 14-233 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

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.

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.

The Franchise Agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

Nothing in the Franchise Agreement operates to reduce the 3-year statute of limitations afforded to a franchisee for bringing a claim arising under the Maryland Franchise Registration and Disclosure Law. Further, any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

The Federal Bankruptcy laws may not allow the enforcement of the provisions for termination upon bankruptcy of the franchisee.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

3. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

[Signature page to follow]

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

FRANCHISOR:	**FRANCHISEE:**
CONSERVA IRRIGATION FRANCHISOR, LLC	_____
By:_____	By:_____
Its:_____	Its:_____
Date:_____	Date:_____

MARYLAND ADDENDUM TO AGGREGATE REPORTING ADDENDUM TO FRANCHISE AGREEMENT

To the extent the Maryland Franchise Registration and Disclosure Law, Md. Code Bus. Reg. §§14-201 – 14-233 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Aggregate Reporting Addendum to the Franchise Agreement, to the extent that the Aggregate Reporting Addendum contains provisions that are inconsistent with the following, such provisions are hereby amended:

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.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

This Addendum is being entered into in connection with the Aggregate Reporting Addendum to the Franchise Agreement. In the event of any conflict between this Addendum and the Aggregate Reporting Addendum to the Franchise Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

FRANCHISOR:	**FRANCHISEE:**
CONSERVA IRRIGATION FRANCHISOR, LLC	_____
By:_____	By:_____
Its:_____	Its:_____
Date:_____	Date:_____

MINNESOTA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Minnesota Franchise Act, Minn. Stat. §§80C.01 – 80C.22 applies, the terms of this Addendum apply.

State Cover Page and Item 17, Additional Disclosures:

Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside of Minnesota, requiring waiver of a jury trial or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Disclosure Document shall abrogate or reduce any of your rights as provided for in Minn. Stat. Sec. 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

Franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. A court will determine if a bond is required.

Item 6, Additional Disclosure:

NSF checks are governed by Minn. Stat. 604.113, which puts a cap of $30 on service charges.

Item 13, Additional Disclosures:

The Minnesota Department of Commerce requires that a franchisor indemnify Minnesota Franchisees against liability to third parties resulting from claims by third parties that the franchisee's use of the franchisor's trademark infringes upon the trademark rights of the third party. The franchisor does not indemnify against the consequences of a franchisee's use of a franchisor's trademark except in accordance with the requirements of the franchise agreement, and as the condition to an indemnification, the franchisee must provide notice to the franchisor of any such claim immediately and tender the defense of the claim to the franchisor. If the franchisor accepts tender of defense, the franchisor has the right to manage the defense of the claim, including the right to compromise, settle or otherwise resolve the claim, or to determine whether to appeal a final determination of the claim.

Item 17, Additional Disclosures:

Any condition, stipulation or provision, including any choice of law provision, purporting to bind any person who, at the time of acquiring a franchise is a resident of the State of Minnesota or in the case of a partnership or corporation, organized or incorporated under the laws of the State of Minnesota, or purporting to bind a person acquiring any franchise to be operated in the State of Minnesota to waive compliance or which has the effect of waiving compliance with any provision of the Minnesota Franchise Law is void.

We will comply with Minn. Stat. Sec. 80C.14, subds. 3, 4 and 5, which requires, except in certain specified cases, that a franchisee be given 90 days notice of termination (with 60 days to cure), 180 days notice for nonrenewal of the Franchise Agreement, and that consent to the transfer of the franchise will not be unreasonably withheld.

Minnesota Rule 2860.4400D prohibits a franchisor from requiring a franchisee to assent to a general release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§80C.01 – 80C.22.

The limitations of claims section must comply with Minn. Stat. Sec. 80C.17, subd. 5.

MINNESOTA ADDENDUM TO FRANCHISE AGREEMENT

To the extent the Minnesota Franchise Act, Minn. Stat. §§80C.01 – 80C.22 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

With respect to franchises governed by Minnesota Franchise Law, franchisor shall comply with Minn. Stat. Sec. 80C.14, subd. 4 which requires that except for certain specified cases, that franchisee be given 180 days' notice for non-renewal of this Franchise Agreement.

The Minnesota Department of Commerce requires that franchisor indemnify franchisees whose franchise is located in Minnesota against liability to third parties resulting from claims by third parties that the franchisee's use of franchisor's trademarks ("Marks") infringe upon the trademark rights of the third party. Franchisor does not indemnify against the consequences of a franchisee's use of franchisor's trademark but franchisor shall indemnify franchisee for claims against franchisee solely as it relates to franchisee's use of the Marks in accordance with the requirements of the Franchise Agreement and franchisor's standards. As a further condition to indemnification, the franchisee must provide notice to franchisor of any such claim immediately and tender the defense of the claim to franchisor. If franchisor accepts tender of defense, franchisor has the right to manage the defense of the claim, including the right to compromise, settle or otherwise resolve the claim, or to determine whether to appeal a final determination of the claim.

Franchisee will not be required to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§ 80C.01 – 80C.22.

With respect to franchises governed by Minnesota Franchise Law, franchisor shall comply with Minn. Stat. Sec. 80C.14, subd. 3 which requires that except for certain specified cases, a franchisee be given 90 days' notice of termination (with 60 days to cure). Termination of the franchise by the franchisor shall be effective immediately upon receipt by franchisee of the notice of termination where its grounds for termination or cancellation are: (1) voluntary abandonment of the franchise relationship by the franchisee; (2) the conviction of the franchisee of an offense directly related to the business conducted according to the Franchise Agreement; or (3) failure of the franchisee to cure a default under the Franchise Agreement which materially impairs the goodwill associated with the franchisor's trade name, trademark, service mark, logo type or other commercial symbol after the franchisee has received written notice to cure of at least twenty-four (24) hours in advance thereof.

According to Minn. Stat. Sec. 80C.21 in Minnesota Rules or 2860.4400J, the terms of the Franchise Agreement shall not in any way abrogate or reduce your rights as provided for in Minn. Stat. 1984, Chapter 80C, including the right to submit certain matters to the jurisdiction of the courts of Minnesota. In addition, nothing in this Franchise Agreement shall abrogate or reduce any of franchisee's rights as provided for in Minn. Stat. Sec. 80C, or your rights to any procedure, forum or remedy provided for by the laws of the State of Minnesota.

Any claims franchisee may have against the franchisor that have arisen under the Minnesota Franchise Laws shall be governed by the Minnesota Franchise Law.

Franchisee consents to the franchisor seeking injunctive relief without the necessity of showing actual or threatened harm. A court shall determine if a bond or other security is required.

Any action pursuant to Minnesota Statutes, Section 80C.17, Subd. 5 must be commenced no more than 3 years after the cause of action accrues.

2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

3. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

FRANCHISOR:	**FRANCHISEE:**
CONSERVA IRRIGATION FRANCHISOR, LLC	_____
By:_____	
Its:_____	By:_____
Date:_____	Its:_____
	Date:_____

NEW YORK ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the New York General Business Law, Article 33, §§680 - 695 applies, the terms of this Addendum apply.

Cover Page, Additional Disclosure.

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT D OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

Item 3, Additional Disclosure. The last sentence in Item 3 is deleted and replaced with the following:

Neither we, nor any of our predecessors, nor any person identified in Item 2 above, nor any affiliate offering franchises under our trademark, has any administrative, criminal, or a material civil or arbitration action pending against him alleging a violation of any franchise law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, misappropriation of property, or comparable allegations.

Neither we, nor any of our predecessors, nor any person identified in Item 2 above, nor any affiliate offering franchises under our trademark, has been convicted of a felony or pleaded nolo contendere to any other felony charge or, during the ten-year period immediately preceding the application for registration, been convicted of a misdemeanor or pleaded nolo contendere to any misdemeanor charge or been found liable in an arbitration proceeding or a civil action by final judgment, or been the subject of any other material complaint or legal or arbitration proceeding if such misdemeanor conviction or charge, civil action, complaint, or other such proceeding involved a violation of any franchise law, securities law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, misappropriation of property, or comparable allegation.

Neither we, nor any of our predecessors, nor any person identified in Item 2 above, nor any affiliate offering franchises under our trademark, is subject to any currently effective injunctive or restrictive order or decree relating to franchises, or under any federal, state, or Canadian franchise, securities, antitrust, trade regulation, or trade practice law as a result of 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.

Item 4, Additional Disclosure. Item 4 is deleted and replaced with the following:

Neither we nor any of our predecessors, affiliates, or officers, 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 one year after the officer or general partner of the franchisor held this position in the company or partnership.

Item 5, Additional Disclosures.

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

Item 17, Additional Disclosures.

The following is added to the Summary sections of Item 17(c) and 17(m): To the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Section 687.4 and 687.5 be satisfied.

The Summary section of Item 17(d) is deleted and replaced with the following language: You may terminate the agreement on any grounds available by law.

The following is added to the Summary section of Item 17(j): No assignment will be made except to an assignee who in good faith and judgment of the franchisor is willing and financially able to assume the franchisor's obligations under the Franchise Agreement.

The following is added to the Summary sections of Items 17(v) and 17(w): The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

NEW YORK ADDENDUM TO FRANCHISE AGREEMENT

To the extent the New York General Business Law, Article 33, §§680 - 695 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

Any provision in the Franchise Agreement that is inconsistent with the New York General Business Law, Article 33, Section 680 - 695 may not be enforceable.

Any provision in the Franchise Agreement requiring franchisee to sign a general release of claims against franchisor does not release any claim franchisee may have under New York General Business Law, Article 33, Sections 680-695.

The New York Franchise Law shall govern any claim arising under that law.

2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

3. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

FRANCHISOR:	**FRANCHISEE:**
CONSERVA IRRIGATION FRANCHISOR, LLC	_____
By:_____	
Its:_____	By:_____
Date:_____	Its:_____
	Date:_____

VIRGINIA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Virginia Retail Franchising Act, Va. Code §§13.1-557 – 13.1-574 applies, the terms of this Addendum apply.

Item 17, Additional Disclosures:

Any provision in any of the contracts that you sign with us which provides for termination of the franchise upon the bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. 101 et. seq.).

"According to 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 franchise agreement does 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."

Exhibit G, Additional Disclosure:

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

VIRGINIA ADDENDUM TO FRANCHISE AGREEMENT

To the extent the Virginia Retail Franchising Act, Va. Code §§13.1-557 – 13.1-574 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

> "According to 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 ground for default or termination stated in the franchise agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable."
>
> No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

3. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

FRANCHISOR:	**FRANCHISEE:**
CONSERVA IRRIGATION FRANCHISOR, LLC	_____
By:_____	
Its:_____	By:_____
Date:_____	Its:_____
	Date:_____

WASHINGTON ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

Item 1, Additional Disclosure:

We will not sit on your board in connection with obtaining any required permits, registrations or licenses in the state of Washington.

Item 17, Additional Disclosure:

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon

at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

The franchisor [uses/may use] the services of franchise brokers to assist it in selling franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. Do not rely only on the information provided by a franchise broker about a franchise. Do your own investigation by contacting the franchisor's current and former franchisees to ask them about their experience with the franchisor.

Exhibit G, Additional Disclosure:

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

WASHINGTON ADDENDUM TO FRANCHISE AGREEMENT, ACKNOWLEDGMENT AND RELATED DOCUMENTS

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

The franchisor [uses/may use] the services of franchise brokers to assist it in selling franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. Do not rely only on the information provided by a franchise broker about a franchise. Do your own investigation by contacting the franchisor's current and former franchisees to ask them about their experience with the franchisor.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

3. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

FRANCHISOR:	**FRANCHISEE:**
CONSERVA IRRIGATION FRANCHISOR, LLC	_____
By:_____	
Its:_____	By:_____
Date:_____	Its:_____
	Date:_____

EXHIBIT F

CONSERVA IRRIGATION FRANCHISOR, LLC
OPERATING MANUAL TABLE OF CONTENTS

TABLE OF CONTENTS

Conserva Irrigation Operations Manual
Table of Contents

Section	Pages
1. Introduction to the Manual	4
2. Introduction to the Franchise System	10
3. Understanding Franchising	11
4. Pre-Opening Procedures	31
5. Human Resources	48
6. General Operating Procedures	22
7. Admin Operations	10
8. Technician Operations	13
9. Business Management	5
10. Technology	20
11. Sales Procedures	17
12. Marketing	21
13. Additional Resources	3

Total Pages: 215

EXHIBIT G

CONSERVA IRRIGATION FRANCHISOR, LLC
ACKNOWLEDGMENT ADDENDUM

ACKNOWLEDGMENT ADDENDUM TO
CONSERVA IRRIGATION® FRANCHISE AGREEMENT*◊

As you know, you and we are entering into a Franchise Agreement for the operation of a CONSERVA IRRIGATION® franchise. The purpose of this Acknowledgment Addendum is to determine whether any statements or promises were made to you that we have not authorized or that may be untrue, inaccurate or misleading. Please review each of the following questions carefully and provide honest responses to each question.

Acknowledgments and Representations.

1. Did you receive a copy of our disclosure document (and all exhibits and attachments) at least 14 calendar days prior to signing the Franchise Agreement? Check one: (_) Yes (_) No. If no, please comment: _____

2. Have you studied and reviewed carefully our disclosure document and Franchise Agreement? Check one: (_) Yes (_) No. If no, please comment: _____

3. If we materially altered the provisions of the Franchise Agreement (except as a result of negotiations you initiated), did you receive a copy of the Franchise Agreement at least 7 calendar days before signing it.? Check one: (_) No (_) Yes. If no, please comment: _____

4. Did you understand all the information contained in both the disclosure document and Franchise Agreement? Check one (_) Yes (_) No. If no, please comment: _____

5. Was any oral, written or visual claim or representation made to you which contradicted the disclosures in the disclosure document? Check one: (_) No (_) Yes. If yes, please state in detail the oral, written or visual claim or representation: _____

6. Did any employee or other person speaking on our behalf make any oral, written or visual claim, statement, promise or representation to you that stated, suggested, predicted or projected sales, revenues, expenses, earnings, income or profit levels at any CONSERVA IRRIGATION® business location or business, or the likelihood of success at your franchised business? Check one: (_) No (_) Yes. If yes, please state in detail the oral, written or visual claim or representation: _____

7. Did any employee or other person speaking on our behalf make any statement or promise regarding the costs involved in operating a franchise that is not contained in the disclosure document or that is contrary to, or different from, the information contained in the disclosure document? Check one: (__) Yes (__) No. If yes, please comment:_____

8. Do you understand that the franchise granted under the Franchise Agreement is for the right to operate a business at the authorized location only and includes no area protection other than as provided in Sections 2 and 4 of the Franchise Agreement, and that we and our affiliates have the right to issue franchises outside your territory and, sell competitive products and services and operate competing businesses for or at locations, as we determine, both within and outside your territory, consistent with the terms of Sections 2 and 4 of the Franchise Agreement? Check one: (__) Yes (__) No. If no, please comment: _____

9. Do you understand that the Franchise Agreement contains the entire agreement between you and us concerning the franchise for the franchised business, meaning that any prior oral or written statements not set out in the Franchise Agreement will not be binding? Check one: (__) Yes (__) No. If no, please comment: _____

10. Do you understand that the success or failure of your business will depend in large part upon your skills and experience, your business acumen, the hours you work, your location, the local market for products and services under the CONSERVA IRRIGATION® service mark and other trademarks, service marks and trade names we license to you, interest rates, the economy, inflation, the number of employees you hire and their compensation, competition, lease terms and other economic and business factors? Further, do you understand that the economic and business factors that exist at the time you open your business may change? Check one (__) Yes (__) No. If no, please comment: _____

11. Do you understand that we may eliminate your protected territory or terminate the Franchise Agreement if you fail to meet annual sales quotas? Check one (___) Yes (___) No. If no, please comment:_____

12. Do you understand that this franchise business may be impacted by other risks, including those outside your or our control such as economic, political or social disruption? Check one (___) Yes (___) No. If no, please comment: _____

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS ADDENDUM, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS. IF MORE SPACE IS NEEDED FOR ANY ANSWER, CONTINUE ON A SEPARATE SHEET AND ATTACH.

NOTE: IF THE RECIPIENT IS A CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY OR OTHER ENTITY, EACH OF ITS PRINCIPAL OWNERS MUST EXECUTE THIS ACKNOWLEDGMENT.

Signed:_____	Signed:_____
Print Name:_____	Print Name:_____
Date:_____	Date:_____
Signed:_____	Signed:_____
Print Name:_____	Print Name:_____
Date:_____	Date:_____

APPROVED ON BEHALF OF CONSERVA IRRIGATION FRANCHISOR, LLC

By:_____

Title:_____

Date:_____

*This statement is not intended to disclaim any representations we made in the franchise disclosure document we provided to you.

◊ 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.

EXHIBIT H

CONSERVA IRRIGATION FRANCHISOR, LLC
PROMISSORY NOTE

PROMISSORY NOTE

$_____ Date: _____

FOR VALUE RECEIVED, the undersigned maker of this Note promises to pay to the order of **Conserva Irrigation Franchisor, LLC** at 2426 Old Brick Road, Glen Allen, Virginia 23060, the principal sum of _____ Dollars ($_____) in the currency of the United States of America together with interest from the date of this Note at the rate of _____ percent (_____%) per annum.

1. On the _____ day of _____, 20____, and on the _____ day of each and every month thereafter, the sum of $_____ will be due and payable in full.

2. On the _____ day of _____, 20____, the then entire outstanding principal and interest balances owing under this Note, if not sooner paid, will be due and payable in full.

3. Any payment is late if not received by holder within 10 days after it is due. If a payment is late, holder may, in its sole discretion elect to;

A. Declare the entire unpaid principal and interest balances immediately due and payable; or

B. Accept the late payment along with a late charge in the amount of 10% of the amount of the late payment. The late charge will be for the purpose of compensating holder for additional expenses which it is recognized that holder will incur as a result of the late payment.

4. All payments, as of the date they are received, will first be credited to any late charges due; the balance, if any, will then be credited to the outstanding interest balance; and the balance, if any, will then be credited to the outstanding principal balance.

5. In the event holder elects under 3A above to demand payment in full of the entire unpaid balance, holder will first provide maker with written notice of its election, demanding payment in full within 10 days. In the event a default exists after the 10 day notice period has expired, maker promises and agrees:

A. That the entire outstanding principal and interest balances, including late charges, will bear interest from the original due date of the delinquent payment at the rate of 18% (default rate) per year (or if this rate exceeds the maximum permitted by law, then the interest rate will be the highest rate permitted by law); and

B. To pay holders actual attorneys' fees and costs incurred in collection efforts as a result of the default.

6. In the event a default exists after the 10 day notice period as provided above in paragraph 5, Conserva Irrigation Franchisor, LLC may in addition elect to terminate and cancel the Franchise Agreement between Conserva Irrigation Franchisor, LLC and maker described in paragraph 7 below in accordance with the provisions of that Agreement.

7. This Note constitutes part performance of a certain written Franchise Agreement between maker and Conserva Irrigation Franchisor, LLC dated the _____ day of _____, 20____, and as such, will be read and interpreted in a manner consistent with the terms of said agreement. Default

under the terms of this Note will be sufficient grounds for termination or cancellation of that Franchise Agreement in accordance with the terms of the Franchise Agreement.

8. The makers and endorsers of this Note waive and excuse presentment for acceptance and payment, notice of dishonor, and protest of dishonor, and agree to any extension of time of payment and partial payments before, at or after maturity.

9. In the event of any sale, transfer assignment, encumbrance or other conveyance of the rights, duties or obligations of maker under the terms of the Franchise Agreement between maker and Conserva Irrigation Franchisor, LLC, the entire unpaid principal and interest balances of this Note as of the date of such sale, transfer, assignment, encumbrance or other conveyance will immediately become due and payable in full without any further notice or demand.

_____
Maker

_____
Maker

Names of Maker(s): _____

Address of Maker(s): _____

Telephone Number(s) of Maker: _____

EXHIBIT I

CONSERVA IRRIGATION FRANCHISOR, LLC
GUARANTEE OF PERFORMANCE

GUARANTEE OF PERFORMANCE

For value received, Outdoor Living Brands HoldCo LLC, a Delaware limited liability company (the "Guarantor"), located at 2426 Old Brick Road, Glen Allen, Virginia 23060, absolutely and unconditionally guarantees to assume the duties and obligations of Conserva Irrigation Franchisor, LLC located at 2426 Old Brick Road, Glen Allen, Virginia 23060 (the "Franchisor"), under its franchise registration in each state where the franchise is registered, and under its Franchise Agreement identified in its 2023 Franchise Disclosure Document, as it may be amended, and as that Franchise Agreement may be entered into with franchisees and amended, modified or extended from time to time. This guarantee continues until all such obligations of the Franchisor under its franchise registrations and the Franchise Agreement are satisfied or until the liability of Franchisor to its franchisees under the Franchise Agreement has been completely discharged, whichever first occurs. The Guarantor is not discharged from liability if a claim by a franchisee against the Franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of the Franchisor. This guarantee is binding on the Guarantor and its successors and assigns.

The Guarantor signs this guarantee at Alpharetta, Georgia, on the 26th day of January, 2023.

Guarantor:

OUTDOOR LIVING BRANDS HOLDCO LLC

By: _____
Name: Michael Borreca
Title: Senior Vice President, CFO

(CI)

EXHIBIT J

CONSERVA IRRIGATION FRANCHISOR, LLC
STATE EFFECTIVE DATES

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration:

California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	Pending
Illinois	Pending
Indiana	Pending
Maryland	Pending
Michigan	Pending
Minnesota	Pending
New York	Pending
Virginia	Pending
Washington	Pending
Wisconsin	Pending

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

EXHIBIT K

CONSERVA IRRIGATION FRANCHISOR, LLC
RECEIPTS

RECEIPT
(Retain This Copy)

This disclosure document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Conserva Irrigation Franchisor, LLC ("**Conserva Irrigation**") offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, Conserva Irrigation or an affiliate in connection with the proposed franchise sale. Iowa and New York require that Conserva Irrigation gives you this disclosure document at the earlier of the first personal meeting or 10 business days (or 14 calendar days in Iowa) before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that Conserva Irrigation gives you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Conserva Irrigation does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580, and the appropriate state agency identified on Exhibit E.

The franchisor is Conserva Irrigation Franchisor, LLC located at 2426 Old Brick Road, Glen Allen, Virginia 23060. Its telephone number is (804) 353-6999.

Issuance Date: January 26, 2023

Conserva Irrigation's franchise sellers involved in offering and selling the franchise to you are (cross out any individuals who are not involved in offering or selling the franchise to you): Jane Campbell, Annena Ellis, Jay Gray, Karin Harrison, Erich Johnston, Matt Jones, Russell Jon Jundt, Erich Kolb, Jake Mathre, Lara Omick, Corey Schroeder, Kelli Simpson, R. Scott Sutton, Craig Undeck, Thomas Welter and Scott Zide each located at 2426 Old Brick Road, Glen Allen, Virginia 23060, (804) 353-6999; TJ Kissane and Joe O'Brien, each located at 14301 First National Parkway, Suite 312, Omaha, NE 68154 (402-973-1048) or and/or as listed below (with address and telephone number),, or will be provided to you separately before you sign a franchise agreement: _____

Conserva Irrigation authorizes the respective state agencies identified on Exhibit E to receive service of process for us in the particular state.

I have received a disclosure document dated January 26, 2023, that included the following Exhibits:

A Financial Statements
B Franchise Agreement
C List of Franchisees and Franchisees Who Have Left the System
D List of State Agencies and Agents for Service
E State-Specific Addendum
F Operating Manual Table of Contents
G Acknowledgement Addendum
H Promissory Note
I Guarantee of Performance
J State Effective Dates
K Receipts

_____	_____	_____
Date	Signature	Printed Name
_____	_____	_____
Date	Signature	Printed Name

RECEIPT
(Our Copy)

This disclosure document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Conserva Irrigation Franchisor, LLC ("**Conserva Irrigation**") offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, Conserva Irrigation or an affiliate in connection with the proposed franchise sale. Iowa and New York require that Conserva Irrigation gives you this disclosure document at the earlier of the first personal meeting or 10 business days (or 14 calendar days in Iowa) before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that Conserva Irrigation gives you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Conserva Irrigation does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580, and the appropriate state agency identified on Exhibit E.

The franchisor is Conserva Irrigation Franchisor, LLC located at 2426 Old Brick Road, Glen Allen, Virginia 23060. Its telephone number is (804) 353-6999.

Issuance Date: January 26, 2023

Conserva Irrigation's franchise sellers involved in offering and selling the franchise to you are (cross out any individuals who are not involved in offering or selling the franchise to you): Jane Campbell, Annena Ellis, Jay Gray, Karin Harrison, Erich Johnston, Matt Jones, Russell Jon Jundt, Erich Kolb, Jake Mathre, Lara Omick, Corey Schroeder, Kelli Simpson, R. Scott Sutton, Craig Undeck, Thomas Welter and Scott Zide each located at 2426 Old Brick Road, Glen Allen, Virginia 23060, (804) 353-6999; TJ Kissane and Joe O'Brien, each located at 14301 First National Parkway, Suite 312, Omaha, NE 68154 (402-973-1048) or and/or as listed below (with address and telephone number),, or will be provided to you separately before you sign a franchise agreement: _____

Conserva Irrigation authorizes the respective state agencies identified on Exhibit E to receive service of process for us in the particular state.

I have received a disclosure document dated January 26, 2023, that included the following Exhibits:

A Financial Statements
B Franchise Agreement
C List of Franchisees and Franchisees Who Have Left the System
D List of State Agencies and Agents for Service
E State-Specific Addendum
F Operating Manual Table of Contents
G Acknowledgement Addendum
H Promissory Note
I Guarantee of Performance
J State Effective Dates
K Receipts

_____	_____	_____
Date	Signature	Printed Name
_____	_____	_____
Date	Signature	Printed Name

Please sign this copy of the receipt, date your signature, and return it to Scott Zide by email to SZide@outdoorlivingbrands.com or by fax to (804) 358-1878.