FRANCHISE DISCLOSURE DOCUMENT

GrassRoots Turf Franchise, LLC
a Georgia limited liability company
100 Holt Drive
Acworth, Georgia 30101
(770) 917-8200
JWise@GrassRootsTurf.com
www.GrassRootsTurfFranchise.com

As a GrassRoots Turf franchisee, you will operate a business providing lawn treatment, tree and shrub care, weed control, and mosquito control.

The total investment necessary to begin operation of a GrassRoots franchise is $136,300 to $313,600. This includes $42,500 to $54,500 that must be paid to the franchisor or affiliate.

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, please contact Josh Wise at 100 Holt Drive, Acworth, Georgia 30101 and (770) 917-8200.

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: May 14, 2025, amended as to Items 2 and 19 on August 12, 2025.

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 H.
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 F 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 GrassRoots Turf 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 GrassRoots Turf franchisee?	Item 20 or Exhibit H lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

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

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.

(THE FOLLOWING APPLIES TO TRANSACTIONS GOVERNED BY THE MICHIGAN FRANCHISE INVESTMENT LAW ONLY)

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 protection provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

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

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

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

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

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

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

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

(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.

If the franchisor's most recent financial statements are unaudited and show a net worth of less than $100,000, the franchisee may request the franchisor to arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations, if any, of the franchisor to provide real estate, improvements, equipment, inventory, training or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

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:

State of Michigan Department of Attorney General
G. Mennen Williams Building, 7th Floor
525 W. Ottawa Street
Lansing, Michigan 48909
Telephone Number: (517) 373 7117

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Item 1
THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

In this disclosure document, "we", "us," or "our" refers to GrassRoots Turf Franchise, LLC (but not to our officers, director, agents, employees, affiliates, parents, or subsidiaries). "You" means the person to whom we grant a franchise. If you are a corporation, limited liability company, or other entity, each owner of the franchise entity must sign our Guaranty and Non-Compete Agreement, which means that all of the franchise agreement's provisions also will apply to your owners.

Us, Any Parents, and Certain Affiliates

Our name is GrassRoots Turf Franchise, LLC. Our principal business address is 100 Holt Drive, Acworth, Georgia 30101. We do not have any parent entities. We do not have any affiliates that offer franchises in any line of business. Our affiliate, GrassRoots Tree and Turf Care, Inc., provides the initial vehicle inventory to our franchisees as described below. We do not have any affiliates that provide any other products or services to our franchisees.

Our Predecessors

We do not have any predecessors.

Our Business Name

We use the names "GrassRoots Turf", "GrassRoots Turf.com" and "GrassRoots Turf Franchise, LLC". We do not intend to use any other names to conduct business.

Agent for Service of Process

Our agent for service of process in Georgia is Joshua R Wise, and the agent's principal business address is 100 Holt Road, Acworth, Georgia 30101. Our agents for service of process in other states are disclosed in Exhibit A.

Business Organization

We are a Georgia limited liability company. We were formed on May 31, 2018.

Information About Our Business and the Franchises Offered

We do not operate businesses of the type being franchised, but our affiliate does.

We do not have any other business activities. We have not offered franchises in other lines of business.

If you sign a franchise agreement with us, you will develop and operate a business providing lawn treatment, tree and shrub care, weed control, and mosquito control, under the trade name GrassRoots Turf.

If we provide you with any confidential information prior to executing a franchise agreement (for example, in connection with a discovery day or upon your request), we reserve the right to require you to execute a Confidentiality and Noncompete Agreement (attached as Exhibit L to this disclosure document) prior to receiving such confidential information.

The general market for lawn treatment, tree and shrub care, weed control, and mosquito control is highly developed. Our customers are primarily residential homes with $70,000 or greater annual household income. Customers sign up for regular treatment and maintenance. Sales are seasonal, with lower sales in winter months.

Lawn care with weed and mosquito control is a competitive segment. You will compete against national chains, regional chains, and independent owners. Some of these competitors are franchised.

Laws and Regulations

The following laws and regulations are specific to our industry:

The franchised business provides pesticide services which are governed by the Federal Insecticide, Fungicide, and Rodenticide Act ("FIFRA") as well as EPA regulations on herbicide applications. In addition, for the pest control portion of the business, insecticide use and application laws govern the use and methods used to apply the products to customer's property.

There are a wide range of federal, state, and local laws that apply to pest control and lawn application services, including laws relating to pesticide usage, storage and related items, requirements regarding posting of notices on treated properties, product and vehicle labelling, and licensing and bonding requirements. For example, in the State of Georgia, potential certifications and permits that could be required for you to operate the franchised business could include, but are not limited, to a Pesticide Contractor's license, Category 41 – Mosquito, Category 24 - Turf and Ornamental. Your state or locality will most likely have similar regulations which you must be compliant with in order to operate the franchised business.

You are required to comply with all local, state, and federal laws and regulations that may apply to your business. You are responsible for investigating and complying with all applicable laws and regulations. You should consult with a legal advisor about legal requirements that may apply to your business, including any permits and licenses necessary to operate in your market.

Prior Business Experience

We have offered franchises since 2019. None of our affiliates has offered franchises in other lines of business. None of our affiliates provides products or services to our franchisees.

Our affiliate, GrassRoots Tree and Turf Care, Inc. has operated GrassRoots in Acworth, Georgia since October 2002. This affiliate has the same business address as us.

Item 2
BUSINESS EXPERIENCE

Josh Wise – Chief Executive Officer. Josh Wise has been Chief Executive Officer of GrassRoots Turf in Acworth, Georgia, since October 2002.

Chris McCrory – Field Consultant. Chris McCrory has been Field Consultant for GrassRoots Turf in Acworth, Georgia, since January 2014.

Julie Wise – Accounting Assistant. Julie Wise has been our Accounting Assistant since June 2025. She is also Finance Manager for Sequoyah Regional Library System in Canton, Georgia, and has been since April 2006.

Item 3
LITIGATION

No litigation is required to be disclosed in this Item.

Item 4
BANKRUPTCY

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

Item 5
INITIAL FEES

Initial Franchise Fee

When you sign your franchise agreement, you must pay us $49,500 as the initial franchise fee. This fee is not refundable. During the past fiscal year, the range of initial franchise fees we collected was $49,500.

We offer a $10,000 discount on your initial franchise fee if you are a U.S. military veteran who has received a discharge (other than dishonorable) or if you are active-duty personnel. If the franchisee is a corporation, limited liability company, or other legal entity, the veteran participant must have at least 51% ownership to qualify for this discount. To receive the discount, you must provide us a copy of DD Form 214 reflecting your military status before we sign a franchise agreement. Other than this, the initial franchise fee is uniform.

Initial Vehicle Inventory

Prior to opening for business, we will assist you with the initial outfit of inventory for your vehicle, and you will purchase the initial vehicle inventory from our affiliate, GrassRoots Tree and Turf Care, Inc. We estimate the cost for the initial vehicle inventory to be $3,000 to $5,000. This amount is due upon ordering the inventory. This amount is not refundable.

Item 6
OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty	6% of your gross sales	Monthly, on the 7th day of the following month	See Notes 1, 2 and 3.
Marketing Fund Contribution	1% of your gross sales	Monthly, on the 7th day of the following month	
Market Cooperative Contribution	As determined by the cooperative. Currently, none.	Monthly, on the 7th day of the following month	We have the right to establish local or regional advertising cooperatives. If you are a member of a cooperative, you and other members may vote to require each member to contribute between 1% and 5% of total sales to the cooperative.
Replacement / Additional Training fee	Currently, $200 per person, per day	Prior to attending training	If you send a manager or other employee to our training program after you open, we will charge our then-current training fee.
Third party vendors	Pass-through of costs, plus $18	Varies	We have the right to require franchisees to use third-party vendors and suppliers that we designate. The vendors and suppliers may bill franchisees directly, or we have the right to collect payment for these vendors together with a reasonable markup or charge for administering the payment program. Currently, we pay the applicable vendor for Service Assistant and Applause software systems, and for the body camera systems, and you reimburse us. We currently charge an $18 administration fee per invoice for these systems.
Software subscription	Approximately $250 per month to start	Monthly	Starting when you open for business, you will pay us the fee for certain software described in Item 11. The fee is subject to change. It will be higher based on number of technicians and other factors.

Type of Fee	Amount	Due Date	Remarks
Technology Fee	Currently, none.	Weekly, on Tuesday	We reserve the right to charge a commercially reasonable fee for software and other technology products and services we provide. The technology fee will not necessarily be a pass-through of our exact costs. We may add, remove, or alter the software or technology products or services that we provide.
Shared third-party supplier charges	Your share of any charges bills to us on behalf of your business	On demand	Sometimes it may be in the best interests of the GrassRoots Turf brand for suppliers to bill us on a system-wide charge for a product or service. We will then divide the invoice among our franchisees and charge you for your share.
Customer Service Center Fee	$0 for your first three months, then currently $1,000 per month if you have up to 250 customers and $1,500 per month if you have between 251 and 500 customers, plus $100 per month for each additional 100 customers (or fraction thereof).	Payable in advance by the 7th day of each calendar month	This fee pays for our Customer Service Center, which provides services for handling communications with potential and existing customers. There is no Customer Service Center Fee during the calendar month in which you first open for business or for the next two calendar months

Type of Fee	Amount	Due Date	Remarks
Customer Service Center Commissions	For all program sales generated by the Customer Service Center, you will pay a commission to us equal to 2.5% of the sale price. For all beneficial sales (which are services invoiced at the time of production) generated by the Customer Service Center, you will pay a commission to us equal to 2.5% of the sale price	For program sales, we invoice each month's sales in the prior calendar month. For beneficial sales, we invoice in the first calendar month of each fiscal quarter for sales in the prior quarter.	
Non-compliance fee	$500 per instance	On demand	We may charge you $500 for any aspect of your business which is not in compliance with our system specifications or the franchise agreement and you fail to correct the non-compliance after 30 days' notice. Thereafter, we may charge you $250 per week until you correct such non-compliance.
Reimbursement	Amount that we spend on your behalf, plus 10%	Within 15 days of invoice	If we pay any amount that you owe or are required to pay to a third party, you must reimburse us.
Late fee	$100 plus interest on the unpaid amount at a rate equal to 18% per year (or, if such payment exceeds the maximum allowed by law, then interest at the highest rate allowed by law)	On demand	We may charge a late fee if you fail to make a required payment when due.
Insufficient funds fee	$30 (or, if such amount exceeds the maximum allowed by law, then the maximum allowed by law)	On demand	We may charge an insufficient funds fee if a payment made by you is returned because of insufficient funds in your account.

Type of Fee	Amount	Due Date	Remarks
Costs of collection or enforcement	Our actual costs	As incurred	Payable if we incur costs (including reasonable attorney fees, accounting fees, and other professional costs) in attempting to collect amounts you owe to us or otherwise enforcing your franchise agreement.
Breach of territory fee	The greater of (i) $500 or (ii) 75% of the amount paid by the customer outside of your territory.	On demand	If you serve a customer outside of your territory without our prior written permission, we may impose this fee.
Special support fee	Our then-current fee, plus our expenses. Currently, $600 per day.	On demand	If we provide in-person support to you in response to your request, we may charge this fee plus any out-of-pocket expenses (such as travel, lodging, and meals for employees providing onsite support).
Customer complaint resolution	Our expenses		We may take any action we deem appropriate to resolve a customer complaint about your business. If we respond to a customer complaint, we may require you to reimburse us for our expenses.
Evaluation and compliance program costs	Actual costs and expenses of participation in such systems	On demand	You must participate in programs required by us for evaluation and compliance, including quality assurance audits, feedback programs, and customer survey programs.
Audit costs	Our actual cost	On demand	Payable only if (1) we audit you because you have failed to submit required reports or other non-compliance, or (2) the audit concludes that you under-reported gross sales by more than 3% for any month.
Special evaluation fee	Currently $600, plus our out-of-pocket costs	On demand	Payable only if we conduct an in-person evaluation of your business because of a governmental report, customer complaint or other customer feedback, or your default or non-compliance with any system specification.

Type of Fee	Amount	Due Date	Remarks
Non-compliance cure costs and fee	Our out-of-pocket costs and internal cost allocation, plus 10%	When billed	We may cure your non-compliance on your behalf (for example, if you do not have required insurance, we may purchase insurance for you; or if you fail to satisfy your local marketing expenditure requirement, we can purchase marketing on your behalf), and you will owe our costs plus a 10% administrative fee.
Transfer fee	$10,000 plus any broker fees and other out-of-pocket costs we incur	When transfer occurs	Payable if you sell your business.
Temporary management fee	10% of gross sales plus our expenses	On demand	We have the right to temporarily manage your business and charge this fee if (i) you die or become incapacitated, (ii) we exercise our right to purchase your business after your franchise agreement end, or (iii) you operate the business in a dangerous manner.
Tax Reimbursement	Will vary under the circumstances	On demand	You must reimburse us for all sales taxes, franchise taxes, trademark license taxes, and any other taxes imposed on us or our affiliates related to any fees or transactions described in the Franchise Agreement, unless the tax is imposed based on our or our affiliates' income.
Liquidated damages	An amount equal to royalty fees and marketing fund contributions for the lesser of (i) 2 years or (ii) the remaining months of the franchise term.	On demand	Payable if we terminate your franchise agreement because of your default, or if you terminate the franchise agreement without the right to do so.

Type of Fee	Amount	Due Date	Remarks
Indemnity	All of our costs and losses from any legal action related to the operation of your franchise, or any act by you or your employees	On demand	You must indemnify and defend (with counsel reasonably acceptable to us) us and our affiliates against all losses in any action by or against us related to, or alleged to arise out of, the development or operation of your franchise, or any act or omission by you or any employee of your business (unless caused by our intentional misconduct or gross negligence).
Prevailing party's legal costs	Our attorney fees, court costs, and other expenses of a legal proceeding, if we are the prevailing party	On demand	In any legal proceeding (including arbitration), the losing party must pay the prevailing party's attorney fees, court costs and other expenses.

All fees are payable only to us (other than software subscription charges). All fees are imposed by us and collected by us (other than software subscription charges). All fees are non-refundable. We do not represent that all fees are uniform for all franchisees; we reserve the right to change, waive, or eliminate fees for any one or more franchisees as we deem appropriate.

There are currently no marketing cooperatives, purchasing cooperatives, or other cooperatives that impose fees on you.

Notes

1. "Gross Sales" is defined in our franchise agreement as the total dollar amount of all sales generated through your business for a given period, including, but not limited to, payment for any services or products sold by you, whether for cash or credit. Gross Sales does not include (i) bona fide refunds to customers, (ii) sales taxes collected, (iii) sales of prepaid cards, vouchers, or similar products (but the redemption of any such card, voucher, or product will be included in Gross Sales).

2. You must report your gross sales to us each month. If you fail to report your gross sales, we will withdraw estimated royalty fees and marketing fund contributions based on 125% of the most recent gross sales you reported. We will true-up the actual fees after you report gross sales.

3. We currently require you to pay royalty fees and other amounts due to us by pre-authorized bank draft. However, we can require an alternative payment method.

4. Any fee expressed as a fixed dollar amount is subject to adjustment based on changes to the Consumer Price Index ("CPI") in the United States. We may periodically review and increase these fees based on changes to the CPI (in addition to any other increase), but only if the increase to the CPI is more than 5% higher than the corresponding CPI in effect on: (a) the

effective date of your Franchise Agreement (for the initial fee adjustments); or (b) the date we implemented the last fee adjustment (for subsequent fee adjustments). We will notify you of any CPI adjustment at least 60 days before the fee adjustment becomes effective. We will implement no more than one CPI-related fee adjustment during any calendar year.

Item 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT
FRANCHISE AGREEMENT

Type of expenditure	Amount	Method of payment	When due	To whom payment is to be made
Initial franchise fee (see Note 1)	$39,500 - $49,500	Check or wire transfer	Upon signing the franchise agreement	Us
Rent and Lease Security Deposit (see Note 2)	$1,500 - $6,500	Check	Upon signing lease	Landlord
Utilities	$500 - $2,000	Check, debit, and/or credit	Upon ordering service	Utility providers
Leasehold Improvements	$0 - $5,000	Check	As incurred or when billed	Contractors
Market Introduction Program	$35,000 - $45,000	Check, debit, and/or credit	As incurred or when billed	Vendors and suppliers
Furniture, Fixtures, and Equipment	$1,500 - $2,000	Check, debit, and/or credit	As incurred	Vendors and suppliers
Computer Systems (see Note 3)	$2,600 - $3,600	Check, debit, and/or credit	As incurred	Vendors and suppliers
Insurance (first month)	$2,500 - $5,000	Check	Upon ordering	Insurance company
Vehicle (see Note 4)	$15,000 - $130,000	Check	Upon purchase	Vendor
Signage	$2,000 - $4,000	Check, debit, and/or credit	Upon ordering	Vendor
Office Expenses	$500 - $1,500	Check, debit, and/or credit	As incurred	Vendors
Inventory	$1,500 - $4,500	Check, debit, and/or credit	Upon ordering	Vendors

Type of expenditure	Amount			Method of payment	When due	To whom payment is to be made
Initial Vehicle Inventory (see Note 5)	$3,000	-	$5,000	Check or wire transfer	Upon ordering	Our affiliate, GrassRoots Tree and Turf Care, Inc.
Licenses and Permits	$200	-	$500	Check	Upon application	Government
Professional Fees (lawyer, accountant, etc.)	$0	-	$1,500	Check, debit, and/or credit	As incurred or when billed	Professional service firms
Travel, lodging and meals for initial training	$1,000	-	$3,000	Cash, debit or credit	As incurred	Airlines, hotels, and restaurants
Additional funds (for first 3 months) (see Note 6)	$30,000	-	$45,000	Varies	Varies	Employees, suppliers, utilities
Total	$136,300	-	$313,600			

Notes

1. The low estimate assumes that you qualify for the veterans' discount as provided in Item 5. None of the expenditures in this table will be refundable. Neither we nor any affiliate finances any part of your initial investment.

2. Our estimates in this table assume you pay one month rent plus a security deposit before you open for business. Your location will need to have secured parking for your vehicle(s). We expect that you will rent your location. If you choose to purchase real estate instead of renting, your costs will be significantly different.

3. This amount assumes you have one vehicle and one technician providing services initially.

4. You must use a vehicle for your operations that we approve, such as an Isuzu diesel truck, NPR or NQR model, which must be new and/or in excellent or better condition and free from dents, scratches, or other damage. You must have Graham spray equipment on the vehicle. Your vehicle must be wrapped and branded. The low estimate assumes you finance your vehicle and equipment, with $5,000 to $10,000 down. The price of a new vehicle with equipment is approximately $130,000, which is reflected in the high estimate.

5. We will assist you with the initial outfit of inventory for your vehicle, and you will purchase such initial vehicle inventory from our affiliate, GrassRoots Tree and Turf Care, Inc. Thereafter you will purchase all your inventory from approved third-party suppliers.

6. This includes any other required expenses you will incur before operations begin and during the initial three-month period of operations, such as payroll, additional inventory, rent, and other operating expenses in excess of income generated by the business. It does not include any salary or compensation for you. In formulating the amount required for additional funds, we relied on the following factors, basis, and experience: the development of a GrassRoots Turf business by our affiliate, and our general knowledge of the industry.

Item 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Generally

We have the right to require you to purchase or lease all goods, services, supplies, fixtures, equipment, inventory, computer hardware and software, real estate, or comparable items related to establishing or operating your business (1) either from us or our designee, or from suppliers approved by us, or (2) according to our specifications. You must comply with any changes we make in the future to these requirements.

Specific Obligations

The following are our current specific obligations for purchases and leases:

A. Real Estate. Your business location is subject to our approval and must meet our specifications. You must use reasonable efforts to have your landlord sign our form of Rider to Lease Agreement (attached to this disclosure document as Exhibit D).

B. Insurance. We currently require you to purchase your business insurance through Insurance Office of America.

You must obtain insurance as described in the Franchise Agreement and in our Brand Standards Manual, which includes (i) "Special" causes of loss coverage forms, including fire and extended coverage, crime, vandalism, and malicious mischief, on all property of the Business, for full repair and replacement value (subject to a reasonable deductible); (ii) Commercial General Liability insurance, including products liability coverage, and broad form commercial liability coverage, written on an "occurrence" policy form in an amount of not less than $1,000,000 single limit per occurrence and $2,000,000 aggregate limit, (iii) Business Automobile Liability insurance including owned, leased, non-owned and hired automobiles coverage in an amount of not less than $1,000,000, (iv) pollution insurance in an amount of not less than $1,000,000; (v) excess commercial umbrella liability insurance which is to include employer's liability, commercial general liability, and auto liability with minimum limits of $2,000,000 total liability; and (vi) Workers Compensation coverage as required by state law. Your policies (other than Workers Compensation) must list us and our affiliates as an additional insured, must include a waiver of subrogation in favor of us and our affiliates, must be primary and non-contributing with any insurance carried by us or our affiliates, and must stipulate that we receive 30 days' prior written notice of cancellation.

C. Point-of-sale software and hardware, and related software and hardware. You must purchase (or lease) and use the point-of-sale software and hardware, and related software and hardware, that we specify. See Item 11 for more details.

D. Vehicles. You must use a vehicle for your operations that we approve, such as an Isuzu diesel truck, NPR or NQR model, which must be new and/or in excellent or better condition and free from dents, scratches, or other damage. You must have Graham spray equipment on the vehicle. Your vehicle must be wrapped and branded. You must have at least one business vehicle for every 500 active customers.

E. Initial Vehicle Inventory. We will assist you with the initial outfit of inventory for your vehicle, and you will purchase such inventory from our affiliate, GrassRoots Tree and Turf Care, Inc. Thereafter you will purchase all your inventory from approved third-party suppliers. We estimate the cost for the initial vehicle inventory to be $3,000 to $4,500.

F. Customer Service Center. Through our Customer Service Center, we will handle certain communications with potential new customers and with existing customers, such as receiving inbound phone or website inquiries, providing cost estimates, assisting customers in signing up for service, following up on new customer inquiries, and receiving complaints. This service is free for your first three calendar months (including the month in which you open). See Item 5 for the associated fees.

Us or our Affiliates as Supplier

Except as described above in this Item 8, neither we nor any affiliate is currently a supplier of any good or service that you must purchase, although we reserve the right to be a supplier (or the sole supplier) of a good or service in the future.

Ownership of Suppliers

None of our officers owns an interest in any supplier to our franchisees (other ownership of us and of GrassRoots Tree and Turf Care, Inc.).

Alternative Suppliers

If you want to use a supplier that is not on our list of approved suppliers, you must request our approval in writing. We have the sole discretion to approve or reject an alternative supplier. We may condition our approval on criteria we deem appropriate, such as evaluations of the supplier's capacity, quality, financial stability, reputation, and reliability; inspections; product testing, and performance reviews. Our criteria for approving suppliers are not available to you. We permit you to contract with alternative suppliers who meet our criteria only if you request our approval in writing, and we grant approval. There is no fee for us to review or approve an alternate supplier. We will provide you with written notification of the approval or disapproval of any supplier you propose within 30 days after receipt of your request. We may grant approvals of new suppliers or revoke past approvals of suppliers on written notice to you, or by updating our Manual.

Issuing Specifications and Standards

We issue specifications and standards to you for applicable aspects of the franchise in our Manual and/or in written directives. We may issue new specifications and standards for any aspect of our brand system, or modify existing specifications and standards, at any time by revising our Manual and/or issuing new written directives (which may be communicated to you by any method we choose). We will generally (but are not obligated to) issue new or revised specifications only after evaluation of the intended changes.

We may also conduct market research and testing in one or more outlets to determine consumer trends and salability of new products, materials and services. You must cooperate by participating in our market research programs, test marketing new products and services, and providing timely reports and other relevant information regarding marketing research. In connection with such test marketing, you may be required to purchase a reasonable quantity of products to be tested and effectively promote and make a reasonable effort to sell such products, materials and services.

We may establish strategic alliances or preferred vendor programs with suppliers that are willing to supply some products or services to some or all franchises in our franchise system. If we do establish those types of alliances or programs, we may limit the number of approved suppliers with whom you may deal, we may designate sources that you must use for some or all products and services, and we may refuse to approve proposals from franchisees to add new suppliers if we believe that refusal would be in the best interests of the franchise system or the network of franchises.

Revenue to Us and Affiliates

We will derive revenue from the Customer Service Fee and our affiliate, GrassRoots Tree and Turf Care, Inc. will derive revenue from your purchase of the initial vehicle inventory. Otherwise, we currently do not derive revenue from the required purchases and leases by franchisees.

Proportion of Required Purchases and Leases

We estimate that the required purchases and leases to establish your business are 60% to 85% of your total purchases and leases to establish your business.

We estimate that the required purchases and leases of goods and services to operate your business are 50% to 70% of your total purchases and leases of goods and services to operate your business.

Payments by Designated Suppliers to Us

We do not currently receive payments from any designated suppliers based on purchases by you or other franchisees. However, the franchise agreement does not prohibit us from doing so.

Purchasing or Distribution Cooperatives

No purchasing or distribution cooperative currently exists.

Negotiated Arrangements

We have negotiated discounts on Service Assistant software from Real Green Systems. In circumstance we believe are appropriate, we seek to leverage bulk purchasing power of franchisees.

Benefits Provided to You for Purchases

We do not provide any material benefit to you based on your purchase of particular goods or services, or your use of particular suppliers.

Item 9
FRANCHISEE'S OBLIGATIONS

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

Obligation	Section in agreement	Disclosure document item
a. Site selection and acquisition/lease	§§ 6,1, 6.2	Item 11
b. Pre-opening purchase/leases	§§ 4.9, 6.2, 6.3	Items 5, 7, 8 and 11
c. Site development and other pre-opening requirements	Article 6	Items 5, 7, 8 and 11
d. Initial and ongoing training	§§ 5.2, 6.4, 7.6	Items 5, 6, 8 and 11
e. Opening	§§ 6.5, 6.6	Items 7, 8 and 11
f. Fees	§ 2.2, Article 4, §§ 5.3, 7.8, 10.5, 11.2, 11.3, 11.13, 14.5, 15.2, 16.1, 17.6	Items 5, 6 and 7
g. Compliance with standards and policies/operating manual	§§ 6.3, 7.1, 7.3, 7.5, 7.7, 7.9 – 7.13, 7.15, 9.1, 10.1, 10.4, 11.1	Items 8, 11 and 14
h. Trademarks and proprietary information	Article 12, § 13.1	Items 13 and 14
i. Restrictions on products/services offered	§ 7.3	Items 8, 11 and 16
j. Warranty and customer service requirements	§§ 7.3, 7.8, 7.9	Item 8
k. Territorial development and sales quotas	§ 2.2	Item 12
l. Ongoing product/service purchases	Article 8	Items 6 and 8

Obligation	Section in agreement	Disclosure document item
m. Maintenance, appearance, and remodeling requirements	§§ 7.12, 15.2	Items 6, 7 and 8
n. Insurance	§ 7.15	Items 6, 7 and 8
o. Advertising	Article 9	Items 6, 7, 8 and 11
p. Indemnification	Article 16	Items 6 and 8
q. Owner's participation/management/staffing	§§ 2.4, 7.5	Items 15
r. Records and reports	Article 10	Item 11
s. Inspections and audits	§§ 10.5, 11.2	Items 6 and 11
t. Transfer	Article 15	Items 6 and 17
u. Renewal	§§ 3.2, 18.10	Items 6 and 17
v. Post-termination obligations	Article 13, §§ 14.3, 14.4	Item 17
w. Non-competition covenants	§ 13.2	Item 17
x. Dispute resolution	Article 17	Items 6 and 17

Item 10
FINANCING

We do not offer direct or indirect financing. We do not guarantee your note, lease or obligations.

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

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

Our Pre-Opening Obligations

Before you open your business:

A. *Your site.* We will review and advise you regarding potential locations that you submit to us. (Section 5.4). We are not obligated to further assist you in locating a site or negotiating the purchase or lease of the site.

(i) We generally do not own your premises.

(ii) If your site is not already known and approved by us when you sign your franchise agreement, then you must find a business location in your territory. We do not select

your site. Your site is subject to our approval. To obtain our approval, you must provide all information and documents about the site that we require.

(iii) The factors we consider in approving sites are general location and neighborhood, competition, trade area demographics, traffic patterns, parking, size, physical characteristics of existing buildings, and lease terms. Your site must have secured parking for your vehicle(s).

(iv) The time limit for us to approve or disapprove your proposed site is 30 days after you submit all of our required documents and information. (Section 6.1). If we and you cannot agree on a site, you will be unable to comply with your obligation to develop and open the franchise by the deadline stated in the franchise agreement. Unless we agree to extend the deadline, you will be in default and we may terminate your franchise agreement.

(v) We are not obligated to assist you in conforming the premises of your site to local ordinances and building codes and obtaining any required permits. This will be your responsibility. We do not assist you with constructing, remodeling, or decorating the premises.

B. *Hiring and training employees*. All hiring decisions and conditions of employment are your sole responsibility. (Section 7.5)

C. *Necessary equipment, signs, fixtures, opening inventory, and supplies.* We will assist you with the initial outfit of inventory for your vehicle, and you will purchase such initial vehicle inventory from our affiliate, GrassRoots Tree and Turf Care, Inc. Thereafter you will purchase all your inventory from approved third-party suppliers. We estimate the cost for the initial vehicle inventory to be $3,000 to $4,500. We will provide you a list of our specifications and approved suppliers for equipment, signs, fixtures, opening inventory, and supplies necessary to open your business. (Section 5.2) Except for the initial vehicle inventory, we do not provide these items directly; we only provide the names of approved suppliers. We do not deliver or install these items.

D. *Brand Standards Manual*. We will give you access to our Brand Standards Manual (the "Manual") in such format as we deem appropriate. (Section 5.1)

E. *Initial Training Program.* We will conduct our initial training program. (Section 5.2). The current initial training program is described below.

F. *Business plan review*. If you request, we will review your pre-opening business plan and financial projections. (Section 5.2).

G. *Market introduction plan*. We will advise you regarding the planning and execution of your market introduction plan. (Section 5.2).

Length of Time to Open

The typical length of time between signing the franchise agreement and the opening of your business is two to six months. Factors that may affect the time period include your ability to

obtain a lease, obtain a vehicle, obtain financing, obtain business permits and licenses, schedule initial training, and hire employees.

Our Post-Opening Obligations

After you open your business:

A. *Developing products or services you will offer to your customers*. Although it is our intent to refine and develop products or services that you will offer to your customers, the franchise agreement does not obligate us to do so.

B. *Hiring and training employees*. All hiring decisions and conditions of employment are your sole responsibility. (Section 7.5)

C. *Improving and developing your business; resolving operating problems you encounter.* If you request, we will provide advice to you (by telephone or electronic communication) regarding improving and developing your business, and resolving operating problems you encounter, to the extent we deem reasonable. If we provide in-person support in response to your request, we may charge a fee (currently $600 per day) plus any out-of-pocket expenses (such as travel, lodging, and meals for our employees providing onsite support). (Section 5.3)

D. *Establishing prices*. Upon your request, we will provide recommended prices for products and services. (Section 5.3).

E. *Establishing and using administrative, bookkeeping, accounting, and inventory control procedures.* Upon request, we will provide you our recommended procedures for administration, bookkeeping, accounting, and inventory control. (Section 5.3). We may make any such procedures part of required (and not merely recommended) procedures for our system.

F. *Marketing Fund*. We will administer the Marketing Fund (Section 5.3). We will prepare an unaudited annual financial statement of the Marketing Fund within 120 days of the close of our fiscal year and will provide the financial statement to you upon request. (Section 9.3) We are not required to audit the Marketing Fund.

G. *Website*. We will maintain a website for the GrassRoots Turf brand, which will include the applicable business information for your location. (Section 5.3)

H. *Customer service support.* We will provide services for handling communications with potential new customers and with existing customers, such as receiving inbound phone or website inquiries, providing cost estimates, assisting customers in signing up for service, following up on new customer inquiries, and receiving complaints. (Section 5.3).

Advertising

Our obligation. We will use the Marketing Fund for marketing and related purposes and costs. We may use the Marketing Fund for local, regional, or national advertising; promotions and promotional materials; public and consumer relations; website development; and search engine

optimization; the development of technology for the franchise system; and any other purpose to promote the GrassRoots Turf brand. We may reimburse ourselves, our authorized representatives, or our affiliates from the Marketing Fund for administrative costs; collections; audits; reasonable accounting, bookkeeping, reporting, and legal expenses; taxes; and all other direct or indirect expenses associated with the programs or materials funded by the Marketing Fund. We use outside vendors and consultants to produce advertising and promotional materials. We are not required to spend any amount of advertising in the area or territory where any particular franchisee is located, and we are not required to ensure that Brand Fund contributions directly benefit you or any other franchisees. We will maintain the brand website (which may be paid for by the Marketing Fund). We have no other obligation to conduct advertising.

Your own advertising material. You may use your own advertising or marketing material only with our approval. To obtain our approval, you must submit any proposed advertising or marketing material at least 14 days prior to use. If we do not respond, the material is deemed rejected. If you develop any advertising or marketing materials, we may use those materials for any purpose, without any payment to you. We have the right to establish and control all social media accounts and other digital marketing. You must ensure that all advertising or marketing materials that you use are clear, factual, ethical, and not misleading; comply with our brand standards; and comply with all laws.

Advertising council. We do not have an advertising council composed of franchisees. The franchise agreement does not give us the power to form an advertising council.

Local or Regional Advertising Cooperatives. We do not currently have any local or regional advertising cooperatives. We have the right to require you to participate in a local or regional advertising cooperative. We will define the area of the cooperative based on media markets, or other geographic criteria that we deem appropriate. Each franchisee in the area would have one vote per outlet (unless the franchisee is in default under its franchise agreement). The amount you must contribute to the cooperative will be determined by vote of the members, but not less than 1% of gross sales. If our own outlets are members of a cooperative, they must contribute to the cooperative on the same basis as franchisees, and they will vote on the same basis as other members. If our outlets have controlling voting power, there is no maximum on fees that could be imposed. We administer the cooperative, but we have the right to delegate responsibility for administration to an outside company such as an advertising agency or accounting firm, or to the franchisee members of the cooperative. We have the right to require the cooperative to operate from written bylaws or other governing documents that we determine. The documents are not currently available for you to review. Cooperatives will prepare annual financial statements which will be made available for review only by us and by the members of the cooperative. We have the power to require cooperatives to be formed, changed, dissolved, or merged.

Marketing Fund. You and all other franchisees must contribute to our Marketing Fund. Your contribution is 1% of gross sales per month. We reserve the right to have other franchisees contribute a different amount or at a different rate. Outlets that we or our affiliates own are not obligated to contribute to the Marketing Fund. We administer the fund. The fund is not audited. We will make unaudited annual financial statements available to you upon written request.

In the most recently concluded fiscal year, we spent 100% of the Marketing Fund on radio and magazine advertising for brand awareness and customer development.

If less than all marketing funds are spent in the fiscal year in which they accrue, the money will remain in the Marketing Fund to be spent in the next year. The Marketing Fund may spend more money than collected by the Marketing Fund in any given year, and the Marketing Fund may borrow money to cover deficits.

No money from the Marketing Fund is spent principally to solicit new franchise sales; however, as part of any materials produced by or for the Marketing Fund, we do have the right to include a notation in any advertisement indicating "Franchises Available" (or similar phrasing), and we have the right include information regarding acquiring a franchise on or as a part of such materials.

Market introduction plan. You must develop a market introduction plan and obtain our approval of the plan at least 30 days before the projected opening date of your business.

Required spending. After you open, you must spend at least 5% of gross sales each year on marketing your business. This amount is only a minimum requirement, and we do not represent that it is the optimal amount of money for you to spend on marketing.

Computer Systems

We require you to use "Service Assistant" customer relationship management (CRM) software and related services from Real Green Systems. Service Assistant enables you to manage customer information, schedule services, provide service quotes, handle invoicing and billing, and support marketing.

You will pay us monthly for Service Assistant. We pass on our cost from Real Green Systems with an administrative markup (which is currently $18 per invoice). The price will vary based on your number of users and devices, number of customers, amount of marketing emails sent, and other factors. It will be approximately $250 per month when you start with one technician.

You will need a typical office computer plus a tablet for each technician. We estimate that these systems will cost between $2,600 and $3,600 to purchase.

Service Assistant is a monthly subscription and includes all upgrade and updates to the system. Otherwise, we are not obligated to provide any ongoing maintenance, repairs, upgrades, or updates, and we do not require you enter to into any such contract with a third party.

You will need a Linxup (or such other vendor we designate) GPS Vehicle Tracker for each vehicle that you operate in the business. We estimate that the monthly subscription for such service will be $25.00 per month per vehicle.

We require that each of your technicians wear a body camera while providing services, from a vendor that we designate. We estimate each body camera will cost $500 per technician, and

require an annual fee of $1100 per camera, payable in advance, for monitoring and storage services. Currently, we pay the vendor for the body cameras and you reimburse us.

You must upgrade or update any system when we determine. There is no contractual limit on the frequency or cost of this obligation.

We estimate that the annual cost of any optional or required maintenance, updating, upgrading, or support contracts (including your subscription to Real Green Systems, Linxup GPS Vehicle Tracker and body camera monitoring and storage) will be $4,400 to $7,400 per year. This amount assumes you have one vehicle and one technician providing services.

You must give us independent access to the information that will be generated or stored in these systems. The information that we may access will include sales, customer data, and reports. There is no contractual limitation on our right to access the information.

Brand Standards Manual

See Exhibit G for the table of contents of our Brand Standards Manual as of the date of this disclosure document, with the number of pages devoted to each subject.

Training Program

Our training program consists of the following:

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Equipment	6	12	Acworth, GA, and/or your location, and/or virtual
Operations	8	20	Acworth, GA, and/or your location, and/or virtual
Agronomics	16	6	Acworth, GA, and/or your location, and/or virtual
Technology	4	2	Acworth, GA, and/or virtual
TOTALS:	34	40	

Training classes will be scheduled in accordance with the needs of new franchisees. We anticipate holding training classes four to six times per year. Training will be held at our offices and business location in Acworth, Georgia. We reserve the right to vary the length and content of the initial training program based on the experience and skill level of any individual attending the initial training program.

The instructional materials consist of the Brand Standards Manual and other materials, lectures, discussions, and on-the-job demonstration and practice.

Training classes will be led or supervised by Josh Wise or Chris McCrory. Josh Wise's experience is described in Item 2. He has 28 years of experience in our industry, and 21 years of experience with us or our affiliates. Chris McCrory's experience is described in Item 2. He has 35 years of experience in our industry, and 10 years of experience with us or our affiliates.

There is no fee for up to 2 people to attend training. You must pay the travel and living expenses of people attending training.

You must attend training. You may send any additional people to training that you want (up to the maximum described above). You must complete training to our satisfaction at least four weeks before opening your business.

The chart above does not include training for your technician(s). Depending on your technician's level of experience, we may require them to attend training at our location.

We do not currently require additional training programs or refresher courses, but we have the right to do so.

Item 12
TERRITORY

Your Location

Your franchise is for a specific location. If the specific location is not known at the time you sign a franchise agreement, then your location is subject to our approval.

Grant of Territory

Your franchise agreement will specify a territory, which will be mutually agreed by you and us. Your territory will have a minimum of 50,000 single family homes. Your territory will usually be specified by zip codes; however, we may use other boundaries (such as counties or other political boundaries, streets, geographical features, or trade area).

Relocation; Establishment of Additional Outlets

You may relocate your business headquarters anywhere in your territory, so long as the new location meets our criteria and has our approval.

You do not have the right to establish additional franchised outlets or expand into additional territory. If you desire to do so, you must (1) meet our then-current criteria for new franchisees, (2) be in compliance with your franchise agreement at all times since opening your business, (3) have demonstrated your capability to operate a multi-territory franchise successfully, and (4) obtain our agreement.

Options to Acquire Additional Franchises

You do not receive any options, rights of first refusal, or similar rights to acquire additional franchises.

Exclusivity

We grant you an exclusive territory. In your territory, we will not establish either a company-owned or franchised outlet selling the same or similar goods or services under the same or similar trademarks or service marks as a GrassRoots Turf outlet. Continuation of your territorial exclusivity does not depend on any contingency. There are no circumstances that permit us to modify your territorial rights.

Restrictions on Us from Soliciting or Accepting Orders in Your Territory

Except as described in this paragraph, we will not serve customers in your territory, nor authorize another party to serve customers in your territory, under our GrassRoots Turf brand. However, we may serve (or authorize other franchisees to serve) customers in your territory if you are in default, or if you are incapable of meeting customer demand in your territory. We may also serve (or authorize another franchisee to serve) a particular customer in your territory if you fail to properly serve such customer, or if we reasonably believe that you will not properly serve such customer. We reserve the right to use other channels of distribution, such as the internet, catalog sales, telemarketing, or other direct marketing sales, to make sales within your territory (i) using our principal trademarks, but only for sales of products or services different from the ones you will offer, and (ii) using trademarks different from the ones you will use. In the circumstances where the franchise agreement does not prohibit us from soliciting or accepting orders from inside your territory, we do not pay any compensation to you.

Soliciting by You Outside Your Territory

You cannot solicit or market to potential customers outside of your territory, except for solicitations or marketing which are primarily targeted inside the territory and which incidentally reach potential customers outside of the territory. You cannot serve customers outside of your territory without our prior written permission. We may withdraw permission at any time.

We currently have a policy which permits franchisees to serve customers (each an "Outside Customer") outside of that franchisee's territory so long as: (i) the franchisee obtains our prior permission; (ii) the Outside Customer is not located within the territory of another GrassRoots Turf franchisee; (iii) the Outside Customer is not located more than 25 miles from the borders of the franchisee's territory; and (iv) no more than 10% of the franchisee's gross sales comes from Outside Customers. Under this policy, if we sign a franchisee agreement with another franchisee encompassing the area in which the Outside Customer is located, each such Outside Customer will be automatically transferred to the new franchisee whose territory encompasses the Outside Customer, and you will not be compensated for that transfer. We reserve the right to modify or cancel this policy at any time.

Competition by Us under Different Trademarks

Neither we nor any of our affiliates operates, franchises, or has plans to operate or franchise a business under a different trademark selling goods or services similar to those you will offer. However, the franchise agreement allows us to do so.

Item 13
TRADEMARKS

Principal Trademarks

The following are the principal trademarks that we license to you. These trademarks are owned by our affiliate, GrassRoots Tree and Turf Care, Inc. These trademarks are registered on the Principal Register of the United States Patent and Trademark Office.

Trademark	Registration Date	Registration Number
GRASSROOTS TURF	September 15, 2020	6153160
GRASSROOTS	September 15, 2020	6153161
	September 22, 2020	6157697
WEED FREE	January 17, 2017	5122426

We have filed all required affidavits for the "WEED FREE" mark. Because the other federal trademark registrations are less than six years old, no affidavits are required at this time; no required affidavits have been filed and the registrations have not yet been renewed.

Determinations

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

Litigation

There is no pending material federal or state court litigation regarding our use or ownership rights in a trademark.

Agreements

There are no currently effective agreements that significantly limit our rights to use or license the use of trademarks listed above in a manner material to the franchise.

GrassRoots Tree and Turf Care, Inc., our affiliate, owns the trademarks described in this Item. Under an Intercompany License Agreement between us and GrassRoots Tree and Turf Care, Inc., we have been granted the exclusive right to sublicense the trademarks to franchisees throughout the United States. The agreement has no expiration. It may be modified only by mutual consent of the parties. It may be terminated by our affiliate only if (1) we materially misuse the trademarks and fail to correct the misuse, or (2) we discontinue commercial use of the trademarks for a continuous period of more than one year. The Intercompany License Agreement specifies that if it is ever terminated, your franchise rights will remain unaffected.

Protection of Rights

We protect your right to use the principal trademarks listed in this Item, and we protect you against claims of infringement or unfair competition arising out of your use of the trademarks, to the extent described in this section.

The franchise agreement obligates you to notify us of the use of, or claims of rights to, a trademark identical to or confusingly similar to a trademark licensed to you. The franchise agreement does not require us to take affirmative action when notified of these uses or claims. We have the right to control any administrative proceedings or litigation involving a trademark licensed by us to you.

If you use our trademarks in accordance with the franchise agreement, then (i) we will defend you (at our expense) against any legal action by a third party alleging infringement by your use of the trademark, and (ii) we will indemnify you for expenses and damages if the legal action is resolved unfavorably to you.

Under the franchise agreement, we may require you to modify or discontinue using a trademark, at your expense. You will have a reasonable period of time to comply with the change, not to exceed 90 days. After such period, you would no longer have the right to use the unmodified or discontinued trademark. Your rights under the franchise agreement do not change, other than the modification or discontinuation of the trademark.

Superior Prior Rights and Infringing Uses

Although we have not conducted an exhaustive search of users of names which may be the same or similar to our marks, we are aware of certain lawn care businesses which use marks that are similar to ours. In Greenville, South Carolina, there is an unaffiliated business that operates under the name "Grassroots Turf & Pest Management". In Palmyra, Tennessee, there is an unaffiliated business that operates under the name "Grass Roots Lawn Care". There are additional businesses elsewhere in the United States that use a mark that is similar, though not identical, to ours. There may be other confusingly similar uses of our proprietary trademarks in your market area that could materially affect your use of those trademarks. We cannot represent with certainty that we have exclusive or superior rights to the name GRASSROOTS (or any of our other trademarks) in all geographic areas. There may be similar uses to our trademarks of which we are unaware, which could arise from prior users.

Item 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Patents

We do not own rights in, or licenses to, patents that are material to the franchise. We do not have any pending patent applications.

Copyrights

All of our original works of authorship fixed in a tangible medium of expression are automatically protected under the U.S. Copyright Act, whether or not we have obtained registrations. This includes our Brand Standards Manual as well as all other sales, training, management and other materials that we have created or will create. You may use these copyrighted materials during the term of the franchise, in a manner consistent with our ownership rights, solely for your franchised business.

We do not have any registered copyrights. There are no pending copyright applications for our copyrighted materials. There are no currently effective determinations of the U.S. Copyright Office (Library of Congress) or any court regarding any copyright.

There are no agreements currently in effect that limit our right to use or license the use of our copyrighted materials.

We have no obligation to protect any of our copyrights or to defend you against claims arising from your use of copyrighted items. The franchise agreement does not require us to take affirmative action when notified of copyright infringement. We control any copyright litigation. We are not required to participate in the defense of a franchisee or indemnify a franchisee for expenses or damages in a proceeding involving a copyright licensed to the franchisee. We may require you to modify or discontinue using the subject matter covered by any of our copyrights, at your expense.

We do not know of any copyright infringement that could materially affect you.

Proprietary Information

We have a proprietary, confidential Brand Standards Manual and related materials that include guidelines, standards and policies for the development and operation of your business. We also claim proprietary rights in other confidential information or trade secrets that include all methods for developing and operating the business, and all non-public plans, data, financial information, processes, vendor pricing, supply systems, marketing systems, formulas, techniques, designs, layouts, operating procedures, customer data, information and know-how.

All customer data and other point-of-sale data generated by your business is confidential information and is exclusively owned by us. We license such data back to you without charge solely for your use in connection with your GrassRoots Turf business.

You (and your owners, if the franchise is owned by an entity) must protect the confidentiality of our Brand Standards Manual and other proprietary information, and you must use our confidential information only for your franchised business. We may require your managers and key employees to sign confidentiality agreements.

You must disclose to us all ideas, plans, improvements, concepts, methods, and techniques relating to your GrassRoots Turf business that you conceive or develop. We will automatically own all such innovations, and we will have the right to incorporate any innovations into our system for use by all franchisees, without any compensation to you.

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

Your Participation

You must devote substantial time and attention to your business.

If you are the sole owner of the business, then you are deemed the "Principal Executive". If the business is a partnership or is owned through a corporation, limited liability company, or other entity, you must designate one owner as your "Principal Executive". The Principal Executive is the owner primarily responsible for the business and has decision-making authority on behalf of the business. The Principal Executive must own at least 30% of the business. The Principal Executive must complete our initial training program. The Principal Executive must complete any post-opening training programs that we develop in the future. The Principal Executive must make reasonable efforts to attend all in-person meetings and remote meetings (such as telephone or video conference calls), including regional or national brand conferences, that we require. The Principal Executive cannot fail to attend more than three consecutive required meetings.

If your business is owned by an entity, all owners of the business must sign our Guaranty and Non-Compete Agreement (see Attachment 2 to Exhibit B). We do not require owners' spouses to sign a personal guaranty unless the spouse is also an owner.

"On-Premises" Supervision

You are not required to personally conduct "on-premises" supervision (that is, act as general manager) of your business. However, we recommend on-premises supervision by you.

There is no limit on who you can hire as an on-premises supervisor. The general manager of your business (whether that is you or a hired person) must successfully complete our training program.

If the franchise business is owned by an entity, we do not require that the general manager own any equity in the entity.

Restrictions on Your Manager

If we request, you must have your general manager (and other key employees that we reasonably designate) sign a confidentiality and non-compete agreement. We will not require you to enter into a confidentiality and non-compete agreement that violates applicable state law or that prohibits a person from being employed by another GrassRoots Turf outlet. We do not require you to place any other restrictions on your manager.

Item 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer for sale only goods and services that we have approved and that meet our standards and specifications.

You must offer for sale all goods and services that we require. We have the right to change the types of authorized goods or services, and there are no limits on our right to make changes.

We do not restrict your access to customers, except that all sales must be made to customers in your territory unless we grant you written permission otherwise.

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 or other agreement	Summary
a. Length of the franchise term	§ 3.1	The term of the franchise agreement is 10 years from date of signing.
b. Renewal or extension of the term	§ 3.2	You may obtain a successor franchise agreement for up to two additional 5- year terms.
c. Requirements for franchisee to renew or extend	§ 3.2, 18.11	For our franchise system, "renewal" means that at the end of your term, you sign our successor franchise agreement for an additional 5- year term. You may be asked to sign a contract with materially different terms and conditions than your original contract. To renew, you must give advance notice to us; be in compliance with all contractual obligations to us and third parties; have not defaulted more than twice under the franchise agreement; complied with all requirements of ethics and values; conform your business to then-current standards for new franchisees; sign then-current form of franchise agreement and related documents (including personal guaranty); sign general

Provision	Section in franchise or other agreement	Summary
		release (unless prohibited by applicable law). If you continue operating your franchise after the expiration of the term without a renewal agreement, then we may either consider the agreement as having expired (meaning that you are in violation of our rights) or consider the term to continue on a month-to-month basis.
d. Termination by franchisee	§ 14.1	If we violate a material provision of the franchise agreement and fail to cure or to make substantial progress toward curing the violation within 30 days after notice from you.
e. Termination by franchisor without cause	Not Applicable	
f. Termination by franchisor with cause	§ 14.2	We may terminate your agreement for cause, subject to any applicable notice and cure opportunity.
g. "Cause" defined--curable defaults	§ 14.2	Non-payment by you (10 days to cure); violate franchise agreement other than non-curable default (30 days to cure)
h. "Cause" defined--non-curable defaults	§ 14.2	Misrepresentation when applying to be a franchisee; knowingly submitting false information; bankruptcy; fail to open by the specified deadline; lose possession of your location; violation of law; violation of confidentiality; violation of non-compete; violation of ethics and values; violation of transfer restrictions; slander or libel of us; refusal to cooperate with our audit or evaluation; cease operations; operate in a manner dangerous to health or safety (if not corrected within 48 hours); three defaults in 12 months; cross-termination; charge or conviction of, or plea to, a felony, commit or be accused of an act that is reasonably likely to materially and unfavorably affect our brand; any other breach of franchise

Provision	Section in franchise or other agreement	Summary
		agreement which by its nature cannot be cured.
i. Franchisee's obligations on termination/non-renewal	§§ 14.3 – 14.6	Pay all amounts due; return Manual and proprietary items; cancel assumed names; cancel or transfer phone, post-office boxes, directory listings, and other digital marketing accounts; cease doing business; remove identification; purchase option by us.
j. Assignment of contract by franchisor	§ 15.1	Unlimited
k. "Transfer" by franchisee - defined	Article 1	For you (or any owner of your business) to voluntarily or involuntarily transfer, sell, or dispose of, in any single or series of transactions, (i) substantially all of the assets of the business, (ii) the franchise agreement, (iii) any direct or indirect ownership interest in the business, or (iv) control of the business.
l. Franchisor's approval of transfer by franchisee	§ 15.2	No transfers without our approval.
m. Conditions for franchisor's approval of transfer	§ 15.2	Pay transfer fee; buyer meets our standards; buyer is not a competitor of ours; buyer and its owners sign our then-current franchise agreement and related documents (including personal guaranty); you've made all payments to us and are in compliance with all contractual requirements; buyer completes training program; you sign a general release (subject to state law); business complies with then-current system specifications.
n. Franchisor's right of first refusal to acquire franchisee's business	§ 15.5	If you want to transfer your business (other than to your co-owner or to your spouse, sibling, or child), we have a right of first refusal.
o. Franchisor's option to purchase franchisee's business	§ 14.6	When your franchise agreement expires or is terminated, we will have the right to purchase any or all of the assets of your GrassRoots Turf business.

Provision	Section in franchise or other agreement	Summary
p. Death or disability of franchisee	§§ 2.4, 15.4	If you die or become incapacitated, a new principal executive acceptable to us must be designated to operate the business, and your executor must transfer the business to an approved new owner within nine months. We have the right to temporarily operate the business if you die or become incapacitated.
q. Non-competition covenants during the term of the franchise	§ 13.2	Neither you, any owner of the business, or any spouse of an owner may have ownership interest in, lend money or provide financial assistance to, provide services to, or be employed by, any competitor.
r. Non-competition covenants after the franchise is terminated or expires	§ 13.2	For two years, neither you, any owner of the business, or any spouse of an owner may have ownership interest in, lend money or provide financial assistance to, provide services to, or be employed by a competitor located within five miles of your former territory or of the territory of any other GrassRoots Turf business operating on the date of termination or expiration.
s. Modification of the agreement	§ 18.4	No modification or amendment of the agreement will be effective unless it is in writing and signed by both parties. This provision does not limit our right to modify the Manual or system specifications.
t. Integration/merger clause	§ 18.3	Only the terms of the franchise agreement and other written agreements are binding (subject to state law). Any representations or promises outside of the disclosure document and franchise agreement may not be enforceable. However, no claim made in any franchise agreement is intended to disclaim the express representations made in this Disclosure Document.
u. Dispute resolution by arbitration or mediation	§ 17.1	All disputes are resolved by arbitration (except for injunctive relief) (subject to applicable state law).

Provision	Section in franchise or other agreement	Summary
v. Choice of forum	§§ 17.1; 17.5	Arbitration will take place where our headquarters is located (currently, Acworth, Georgia) (subject to applicable state law). Any legal proceedings not subject to arbitration will take place in the District Court of the United States, in the district where our headquarters is then located, or if this court lacks jurisdiction, the state courts of the state and county where our headquarters is then located (subject to applicable state law).
w. Choice of law	§ 18.8	Georgia (subject to applicable state law).

For additional disclosures required by certain states, refer to Exhibit I - State Addenda to Disclosure Document.

Item 18
PUBLIC FIGURES

We do not 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 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.

Except as indicated in the notes to Table 2, the following tables show the historical reported information for the 12 franchisees (each an "**Operational Franchisee**") that were open and operating for the entire year January 1, 2024, to December 31, 2024 (the **"2024 Reporting Period"**). The following tables do not include information for the 1 franchisee that was not open throughout the entire 2024 Reporting Period as that franchisee opened during 2024 and was not fully operational until earlier in 2025. Note that some franchisees have multiple locations; however, the information in this Item 19 is based on the franchisee's data, regardless of the number of locations the franchisee owns.

Table 1-Gross Sales 2024 Reporting Period

The following table shows the historical reported information for the average, median, low and high annual Gross Sales for the 20 Operational Franchisees who were open and operating for the entire 2024 Reporting Period.

The top row contains information for those 7 Operational Franchisees that opened their businesses during the years 2019-2020. The second row contains information for the 4 Operational Franchisees that opened their businesses during the years 2021-2022. The bottom row contains information for the 1 Operational Franchise Outlet that opened its business during 2023.

Gross Sales (2024)	Highest	Lowest	Median	Average	Number at or Above Average
Operational Franchisees Opened 2019-2020	$1,215,108.83	$210,311.33	$561,873.00	$584,805.21	3 of 7
Operational Franchisees Opened 2021-2022	$201,613.33	$138,225.17	$163,458.66	$166,688.96	2 of 4
Operational Franchisees Opened 2023	$116,247.33	$116,247.33	$116,247.33	$116,247.33	1 of 1

For all of this table, "Gross Sales" means the total dollar amount of all sales generated, including, but not limited to, payment for any services or products sold by Franchisee, whether for cash or credit. Gross Sales does not include (i) bona fide refunds to customers, (ii) sales taxes collected by Franchisee, (iii) sales of used equipment not in the ordinary course of business, or (iv) sales of prepaid cards or similar products.

Table 2-2024 Program Data For Various Programs

The following table shows the historical reported information for the average and median 2024 Gross Sales (by customer) for average, median, low and high annual Gross Sales for the 20 Operational Franchisees who were open and operating for the entire 2024 Reporting Period

Program	Average	Median
Turf Management Program – 2024 Gross Sales – By Customer	$585.03	$508.80
Mosquito Management Program – 2024 Gross Sales – By Customer	$635.08	$623.00
Ornamental Management Program – 2024 Gross Sales – By Customer	$467.97	$420.00

The Turf Management Program is our all-inclusive 6-application program that is spread over twelve months, with treatments tailored to the different seasons throughout the year. This comprehensive service includes fire ant control, disease control, and insect control at no additional charge. The monthly price is determined by the square footage of the customer's lawn. All of the Operational Franchisees participated in this program. The average reflects the average amount that a Turf Management Program customer paid during 2024 to be in the Turf Management Program, and the median is the median amount that a Turf Management Program customer paid during 2024 to be in the program.

The Mosquito Management Program is our 7-application program runs from April through October, with treatments spaced approximately 30 days apart to effectively disrupt the mosquito life cycle. The service is priced at $89.00 per month during these active months. Our skilled technicians target high-traffic mosquito areas, including bushes, trees, and locations near standing water. All but 2 of the Operational Franchisees participated in this program. The average reflects the average amount that a Mosquito Management Program customer paid during 2024 to be in the Mosquito Management Program, and the median is the median amount that a Mosquito Management Program customer paid during 2024 to be in the program.

The Ornamental Management Program is our all-inclusive 6-application program spread over twelve months, with treatments tailored to the seasons throughout the year. This comprehensive service includes fertilizer, insecticide, miticides, fungicides and horticultural oils focus on the health of customers ornamental trees and shrubs (under 15ft tall). The monthly price is determined by the number of trees and shrubs desired for treatment. All of the Operational Franchisees participated in this program. The average reflects the average amount that a Ornamental Management Program customer paid during 2024 to be in the Ornamental Management Program, and the median is the median amount that a Ornamental Management Program customer paid during 2024 to be in the program.

We prepared the information below from our information and from information provided by our franchisees. These reported results are not audited, and we have not independently verified data provided by our franchisees, although we believe it to be accurate.

Written substantiation for the financial performance representation will be made available to the prospective franchisee upon reasonable request.

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

We recommend that you make your own independent investigation to determine whether or not the Franchise may be profitable and that you consult with an attorney and other advisors prior to executing the franchise agreement.

Other than the preceding, we do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Josh Wise, 100 Holt Drive, Acworth GA 30101, and 770-917-8200, the Federal Trade Commission, and the appropriate state regulatory agencies.

Item 20
OUTLETS AND FRANCHISEE INFORMATION

Table 1
Systemwide Outlet Summary
For Years 2022 to 2024

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Franchised*	2022	18	19	+1
	2023	19	20	+1
	2024	20	21	+1
Company-Owned	2022	1	1	0
	2023	1	1	0
	2024	1	1	0
Total Outlets	**2022**	**19**	**20**	**+1**
	2023	**20**	**21**	**+1**
	2024	**21**	**22**	**+1**

* Some franchisees operate two territories under a single franchise agreement. For purposes of this chart, they are counted as two outlets.

Table 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For Years 2022 to 2024

Column 1 State	Column 2 Year	Column 3 Number of Transfers
North Carolina	2022	0
	2023	1
	2024	0
Total	**2022**	**0**
	2023	**1**
	2024	**0**

Table 3
Status of Franchised Outlets
For Years 2022 to 2024

Column 1 State	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets Opened	Column 5 Termi-Nations	Column 6 Non-Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations – Other Reasons	Column 9 Outlets at End of the Year
Alabama	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	1	0	0	0	0	2
Georgia	2022	11	1	0	0	0	0	12
	2023	12	1	0	0	0	0	13
	2024	13	0	0	0	0	0	13
Louisiana	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
Mississippi	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
North Carolina	2022	3	0	0	0	0	0	3

Column 1 State	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets Opened	Column 5 Termi-Nations	Column 6 Non-Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations – Other Reasons	Column 9 Outlets at End of the Year
	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
Totals	**2022**	**18**	**1**	**0**	**0**	**0**	**0**	**19**
	2023	**19**	**1**	**0**	**0**	**0**	**0**	**20**
	2024	**20**	**1**	**0**	**0**	**0**	**0**	**21**

Table 4
Status of Company-Owned Outlets
For Years 2022 to 2024

Column 1 State	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets Opened	Column 5 Outlets Reacquired from Franchisee	Column 6 Outlets Closed	Column 7 Outlets Sold to Franchisee	Column 8 Outlets at End of the Year
Georgia	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
Totals	**2022**	**1**	**0**	**0**	**0**	**0**	**1**
	2023	**1**	**0**	**0**	**0**	**0**	**1**
	2024	**1**	**0**	**0**	**0**	**0**	**1**

Table 5
Projected Openings as of December 31, 2024

Column 1 State	Column 2 Franchise Agreements Signed but Outlet Not Opened	Column 3 Projected New Franchised Outlets in the Next Fiscal Year	Column 4 Projected New Company-Owned Outlets in the Next Fiscal Year
Alabama	0	2	0
Georgia	0	2	0
Louisiana	0	2	0
North Carolina	0	4	0
South Carolina	0	1	0

Column 1 State	Column 2 Franchise Agreements Signed but Outlet Not Opened	Column 3 Projected New Franchised Outlets in the Next Fiscal Year	Column 4 Projected New Company-Owned Outlets in the Next Fiscal Year
Texas	0	5	0
Tennessee	0	2	0
Totals	**0**	**18**	**0**

Current Franchisees

Exhibit H contains the names of all current franchisees (as of the end of our last fiscal year) and the address and telephone number of each of their outlets.

Former Franchisees

Exhibit H contains the name, city and state, and current business telephone number, or if unknown, the last known home telephone number of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the most recently completed fiscal year or who have not communicated with us within 10 weeks of the disclosure document issuance date.

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

Confidentiality Clauses

In the last three fiscal years, no franchisees have signed any contract, order, or settlement provision that directly or indirectly restricts a current or former franchisee from discussing his or her personal experience as a franchisee in our system with any prospective franchisee.

Franchisee Organizations

There are no trademark-specific franchisee organizations associated with our franchise system.

Item 21
FINANCIAL STATEMENTS

Exhibit F contains our audited financials for the years ending December 31, 2024, December 31, 2023, and December 31, 2022.

Item 22
CONTRACTS

Copies of all proposed agreements regarding this franchise offering are attached as the following Exhibits:

B. Franchise Agreement (with Guaranty and Non-Compete Agreement)
C. Customer Service Center Agreement
D. Rider to Lease Agreement
E. Form of General Release
J. State Addenda to Franchise Agreement
K. EFT Authorization Form
L. Confidentiality and Noncompete Agreement

Item 23
RECEIPTS

Detachable documents acknowledging your receipt of this disclosure document are attached as the last two pages of this disclosure document.

EXHIBIT A

STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

We may register this Disclosure Document in some or all of the following states in accordance with the applicable state law. If and when we pursue franchise registration, or otherwise comply with the franchise investment laws, in these states, the following are the state administrators responsible for the review, registration, and oversight of franchises in each state and the state offices or officials that we will designate as our agents for service of process in those states:

State	State Administrator	Agent for Service of Process (if different from State Administrator)
California	Commissioner of Financial Protection and Innovation Department of Financial Protection and Innovation 2101 Arena Blvd. Sacramento, CA 95834 866-275-2677 www.dfpi.ca.gov Ask.D-FPI@difpi.ca.gov	
Hawaii	Department of Commerce and Consumer Affairs Business Registration Division Commissioner of Securities P.O. Box 40 Honolulu, HI 96810 (808) 586-2722	Commissioner of Securities Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813
Illinois	Franchise Bureau Office of Attorney General 500 South Second Street Springfield, IL 62706 (217) 782-4465	
Indiana	Franchise Section Indiana Securities Division Secretary of State Room E-111 302 W. Washington Street Indianapolis, IN 46204 (317) 232-6681	
Maryland	Office of the Attorney General Division of Securities 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360	Maryland Commissioner of Securities 200 St. Paul Place Baltimore, MD 21202-2020

State	State Administrator	Agent for Service of Process (if different from State Administrator)
Michigan	Michigan Attorney General's Office Consumer Protection Division Attn: Franchise Section 525 W. Ottawa Street Williams Building, 1st Floor Lansing, MI 48933 (517) 373-7117	
Minnesota	Minnesota Department of Commerce Securities-Franchise Registration 85 7th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500	Commissioner of Commerce Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500
New York	NYS Department of Law Investor Protection Bureau 28 Liberty St. 21st Floor New York, NY 10005 212-416-8222	Secretary of State 99 Washington Avenue Albany, NY 12231
North Dakota	North Dakota Securities Department 600 East Boulevard Ave., State Capital Fifth Floor, Dept. 414 Bismarck, ND 58505-0510 (701) 328-4712	
Oregon	Department of Consumer & Business Services Division of Finance and Corporate Securities Labor and Industries Building Salem, Oregon 97310 (503) 378-4140	
Rhode Island	Department of Business Regulation Securities Division 1511 Pontiac Avenue Building 68-2 Cranston, RI 02920-4407 (401) 462-9527	
South Dakota	Division of Insurance 124 South Euclid Suite 104 Pierre, SD 57501-3185 (605) 773-3563	
Virginia	State Corporation Commission 1300 East Main Street 9th Floor Richmond, VA 23219 (804) 371-9051	Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219
Washington	Department of Financial Institutions Securities Division P.O. Box 41200 Olympia, WA 98504-1200 (360) 902-8760	Department of Financial Institutions Securities Division 150 Israel Rd SW Tumwater, WA 98501 (360) 902-8760

State	State Administrator	Agent for Service of Process (if different from State Administrator)
Wisconsin	Division of Securities Department of Financial Institutions 4822 Madison Yards Way Madison, WI 53705 (608) 266-0448	Division of Securities Department of Financial Institutions 4822 Madison Yards Way Madison, Wisconsin 53705 (608) 261-7577

EXHIBIT B

FRANCHISE AGREEMENT

FRANCHISE AGREEMENT

SUMMARY PAGE		
1.	**Franchisee**	_____
2.	**Initial Franchise Fee**	$49,500
3.	**Business Location**	_____
4.	**Territory**	_____
5.	**Opening Deadline**	_____
6.	**Principal Executive**	_____
7.	**Franchisee's Address**	_____

FRANCHISE AGREEMENT

This Agreement is made between GrassRoots Turf Franchise, LLC, a Georgia limited liability company ("GrassRoots Franchise"), and Franchisee effective as of the date signed by GrassRoots Franchise (the "Effective Date").

Background Statement:

A. GrassRoots Franchise and its affiliate, GrassRoots Tree and Turf Care, Inc., have created and own a system (the "System") for developing and operating a lawn treatment, tree and shrub care, weed control, and mosquito control business, under the trade name "GrassRoots Turf".

B. The System includes (1) methods, procedures, and standards for developing and operating a GrassRoots Turf business, (2) plans, specifications, equipment, signage and trade dress for GrassRoots Turf businesses, (3) particular products and services, (4) the Marks, (5) training programs, (6) business knowledge, (7) marketing plans and concepts, and (8) other mandatory or optional elements as determined by GrassRoots Franchise from time to time.

C. The parties desire that GrassRoots Franchise license the Marks and the System to Franchisee for Franchisee to develop and operate a GrassRoots Turf business on the terms and conditions of this Agreement.

ARTICLE 1. DEFINITIONS

"**Action**" means any action, suit, proceeding, claim, demand, governmental investigation, governmental inquiry, judgment or appeal thereof, whether formal or informal.

"AI Tools" means any technology in the artificial intelligence, machine learning, deep learning, generative artificial intelligence, or other autonomous learning fields, including proprietary algorithms, software or systems that make use of such technologies.

"**Approved Vendor**" means a supplier, vendor, or distributor of Inputs which has been approved by GrassRoots Franchise.

"**Business**" means the GrassRoots Turf business owned by Franchisee and operated under this Agreement.

"**Competitor**" means any business which offers lawn care and/or weed and mosquito spray services.

"**Confidential Information**" means all non-public information of or about the System, GrassRoots Franchise, and any GrassRoots Turf business, including, without limitation, the Manual, trade secrets, all methods for developing and operating the Business, and all non-public plans, data, financial information, processes, vendor pricing, supply systems, marketing systems, formulas, techniques, designs, layouts, operating procedures, customer data, information and know-how.

"**Gross Sales**" means the total dollar amount of all sales generated through the Business for a given period, including, but not limited to, payment for any services or products sold by Franchisee, whether for cash or credit. Gross Sales does not include (i) bona fide refunds to customers, (ii) sales taxes collected by Franchisee, or (iii) sales of prepaid cards or similar products (but the redemption of any such card or product will be included in Gross Sales).

"**Input**" means any goods, services, supplies, fixtures, equipment, inventory, computer hardware and software, real estate, or comparable items related to establishing or operating the Business.

"**Location**" means the location stated on the Summary Page. If no location is stated on the Summary Page, then the Location will be determined in accordance with Section 6.1.

"**Losses**" includes (but is not limited to) all losses; damages; fines; charges; expenses; lost profits; reasonable attorneys' fees; travel expenses, expert witness fees; court costs; settlement amounts; judgments; loss of GrassRoots Franchise's reputation and goodwill; costs of or resulting from delays; financing; costs of advertising material and media time/space and the costs of changing, substituting or replacing the same; and any and all expenses of recall, refunds, compensation, public notices and other such amounts incurred in connection with the matters described.

"**Manual**" means GrassRoots Franchise's confidential Brand Standards Manual(s), including any supplements, additions, or revisions from time to time, which may be in any form or media.

"**Marketing Fund**" means the fund established (or which may be established) by GrassRoots Franchise into which Marketing Fund Contributions are deposited.

"**Marks**" means the trade name and logo contained on the Summary Page, and all other trade names, trademarks, service marks and logos specified by GrassRoots Franchise from time to time for use in a GrassRoots Turf business.

"**Owner**" means each person or entity which directly or indirectly owns or controls any equity of Franchisee. If Franchisee is an individual person, then "Owner" means Franchisee.

"**Privacy Information**" means all information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household. Privacy Information includes but is not limited to, the following if it identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household: identifiers such as a real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, social security number, driver's license or state identification card number, passport number, signature, physical characteristics or description, telephone number, insurance policy number, bank account number, credit card number, debit card number or any other financial information, medical information or health insurance information; characteristics of protected classifications under state or federal law; commercial information, including records of personal property, products or services purchased, obtained or considered, or other purchasing or consuming histories or tendencies; biometric information; Internet or other electronic network activity information including, but not limited to, browsing history, search history, and information regarding a consumer's interaction with an internet website, application, or advertisement; geolocation data; audio or electronic information; professional or employment-

related information; education information that is not publicly available personally identifiable information as defined in the Family Educational Rights and Privacy Act (20 USC § 1232g; 34 CFR Part 99); and inferences drawn from any of the information identified in this subsection to create a profile about a consumer reflecting the consumer's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities and aptitudes. Privacy Information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

"**Required Vendor**" means a supplier, vendor, or distributor of Inputs which GrassRoots Franchise requires franchisees to use.

"**System Standards**" means, as of any given time, the then-current mandatory procedures, requirements, and/or standards of the System as determined by GrassRoots Franchise, which may include without limitation, any procedures, requirements and/or standards for appearance, business metrics, cleanliness, customer service, data protection and privacy, design (such as construction, decoration, layout, furniture, fixtures and signs), environmental protection and sustainability, equipment, inventory, maintenance, marketing and public relations, minimum numbers and types of personnel, operating days, operating hours, presentation of Marks, product and service offerings, quality of products and services (including any guaranty and warranty programs), reporting, safety procedures, security systems, Technology, temporary operational changes due to special circumstances (such as a pandemic), uniforms, and vehicles.

"**Technology**" means point-of-sale systems, back-office systems, information management systems, customer-facing software, and other software, computers, computer peripheral equipment, cash registers, smartphones, tablets, and similar equipment; communications systems (including email, audio, and video systems); backup and archiving systems; payment acceptance systems (including credit and debit card systems, check verification services, and other payment systems, as well as any compliance programs relating to those systems), and internet access, as well as upgrades, supplements, and modifications to any Technology.

"**Territory**" means the territory stated on the Summary Page.

"**Transfer**" means for Franchisee (or any Owner) to voluntarily or involuntarily transfer, sell, or dispose of, in any single or series of transactions, (i) substantially all of the assets of the Business, (ii) this Agreement, (iii) any direct or indirect ownership interest in the Business, or (iv) control of the Business.

ARTICLE 2. GRANT OF LICENSE

2.1 Grant. GrassRoots Franchise grants to Franchisee the right to operate a GrassRoots Turf business solely at the Location and in the Territory. If no Location is stated on the Summary Page when this Agreement is signed, then the parties will determine the Location in accordance with Section 6.1. Franchisee shall develop, open and operate a GrassRoots Turf business at the Location and in the Territory for the entire term of this Agreement.

2.2 Protected Territory.

(a) Limitation. Franchisee shall not solicit or market to potential customers outside of the Territory, except for solicitations or marketing which are primarily targeted inside the Territory and which incidentally reach potential customers outside of the Territory.

(b) Service. Franchisee shall not serve customers outside of the Territory without GrassRoots Franchise's prior written permission. GrassRoots Franchise may withdraw permission at any time. If Franchisee serves a customer outside of the Territory without GrassRoots Franchise's prior written permission, GrassRoots Franchise may impose a fee equal to the greater of (i) $500 or (ii) 75% of the amount paid by such customer to Franchisee. This fee is a reasonable estimate of GrassRoots Franchise's internal cost of personnel time attributable to addressing Franchisee's breach of this Section, and it is not a penalty or estimate of all damages arising from Franchisee's breach. This fee is in addition to all of GrassRoots Franchise's other rights and remedies.

(c) Exclusivity. GrassRoots Franchise shall not establish, nor license the establishment of, another business within the Territory or which serves customers located in the Territory selling the same or similar goods or services under the same or similar trademarks or service marks as a GrassRoots Turf business. However, GrassRoots Franchise and its affiliate retain the right to:

(i) serve (or authorize other franchisees to serve) customers in the Territory if Franchisee is in default, or if Franchisee is incapable of meeting customer demand in the Territory (in GrassRoots Franchise's reasonable opinion);

(ii) serve (or authorize other franchisees to serve) a particular customer in the Territory if Franchisee fails to properly serve such customer, or if GrassRoots Franchise reasonably believes that Franchisee will not properly serve such customer;

(iii) establish and license others to establish and operate GrassRoots Turf businesses outside the Territory;

(iv) operate and license others to operate businesses anywhere, including within the Territory, that sell the same or similar goods or services as a GrassRoots Turf business under trademarks or service marks that are not the same as or similar to the Marks; and

(v) sell and license others to sell any products and services to customers in the Territory under any trademarks or service marks (including the Marks), through channels of distribution (including the internet) so long as such products and services are not provided through a GrassRoots Turf outlet in the Territory, and are different from the products and services provided by Franchisee.

(vi) acquire or be acquired by (under any form of business transaction) a Competitor that has (or may in the future have) outlets in the Territory which compete with the Business under trademarks or service marks other than the Marks; and

(vii) engage in any action not specifically precluded by the express terms of this Agreement.

(d) Policies. GrassRoots Franchise may set policies binding on all franchisees regarding soliciting, marketing, and serving customers in another franchisee's territory, and GrassRoots Franchise may waive or modify such policies in any circumstance as GrassRoots Franchise determines. If Franchisee obtains a customer in the protected territory of another franchisee, then, in addition to all other rights and remedies GrassRoots Franchise may have, GrassRoots Franchise may in its discretion (i) require Franchisee to transfer the customer to such other franchisee, (ii) require Franchisee to pay such other franchisee 75% of the Gross Sales received from such customer, or (iii) fashion such other remedy as GrassRoots Franchise deems appropriate.

(e) Referrals. GrassRoots Franchise may set policies binding on all franchisees regarding referral fees (and other terms and conditions) when a customer is referred from one GrassRoots Turf business to another. GrassRoots Franchise may waive or modify such policies in any circumstance as GrassRoots Franchise determines.

2.3 Franchisee Control. Franchisee represents that Attachment 1 (i) identifies each owner, officer and director of Franchisee, and (ii) describes the nature and extent of each owner's interest in Franchisee. If any information on Attachment 1 changes (which is not a Transfer), Franchisee shall notify GrassRoots Franchise within 10 days.

2.4 Principal Executive. Franchisee agrees that the person designated as the "Principal Executive" on the Summary Page is the executive primarily responsible for the Business and has decision-making authority on behalf of Franchisee. GrassRoots Franchise is entitled to rely on any communication, decision, or act by the Principal Executive as being the communication, decision, or act of Franchisee. The Principal Executive must have at least 30% ownership interest in Franchisee. The Principal Executive does not have to serve as a day-to-day general manager of the Business, but the Principal Executive must devote substantial time and attention to the Business. If the Principal Executive dies, becomes incapacitated, transfers his/her interest in Franchisee, or otherwise ceases to be the executive primarily responsible for the Business, Franchisee shall promptly designate a new Principal Executive, subject to GrassRoots Franchise's reasonable approval.

2.5 Guaranty. If Franchisee is an entity, then Franchisee shall have each Owner sign a personal guaranty of Franchisee's obligations to GrassRoots Franchise, in the form of Attachment 2.

2.6 No Conflict. Franchisee represents to GrassRoots Franchise that Franchisee and each of its Owners (i) are not violating any agreement (including any confidentiality or non-competition covenant) by entering into or performing under this Agreement, (ii) are not a direct or indirect owner of any Competitor, and (iii) are not listed or "blocked" in connection with, and are not in violation under, any anti-terrorism law, regulation, or executive order.

ARTICLE 3. TERM

3.1 Term. This Agreement commences on the Effective Date and continues for 10 years.

3.2 Successor Agreement. When the term of this Agreement expires, Franchisee may enter into a successor agreement for up to 2 additional periods of 5 years each, subject to the following conditions prior to each expiration:

(i) Franchisee notifies GrassRoots Franchise of the election to renew between 90 and 180 days prior to the end of the term;

(ii) Franchisee (and its affiliates) are in compliance with this Agreement and all other agreements with GrassRoots Franchise (or any of its affiliates) at the time of election and at the time of renewal;

(iii) Franchisee did not (A) receive written notice of default under this Agreement from GrassRoots Franchise more than twice during the term, or (B) failed to cure a written notice of default under this Agreement within the cure period (if any) provided in this Agreement;

(iv) Franchisee and its Owners complied with Section 7.24 of this Agreement at all times during the term;

(v) Franchisee has made or agrees to make (within a period of time acceptable to GrassRoots Franchise) renovations and changes to the Business as GrassRoots Franchise requires (including a Remodel, if applicable) to conform to the then-current System Standards;

(vi) Franchisee and its Owners execute GrassRoots Franchise's then-current standard form of franchise agreement and related documents (including personal guaranty), which may be materially different than this form (including, without limitation, higher and/or different fees), except that the form of the franchise agreement will be amended to provide that (A) Franchisee will not pay another initial franchise fee, (B) Franchisee will not receive more renewal or successor terms than originally granted to Franchisee, and (C) the Territory will not be changed; and

(vii) Franchisee and each Owner executes a general release (on GrassRoots Franchise's then-standard form) of any and all claims against GrassRoots Franchise, its affiliates, and their respective owners, officers, directors, agents and employees.

Franchisee agrees that if it has not complied with each of the foregoing conditions, GrassRoots Franchise is not required to permit Franchisee to enter into a successor agreement as originally provided hereunder.

ARTICLE 4. FEES

4.1 Initial Franchise Fee. Upon signing this Agreement, Franchisee shall pay an initial franchise fee in the amount stated on the Summary Page. This initial franchise fee is not refundable under any circumstances.

4.2 Royalty Fee. Franchisee shall pay GrassRoots Franchise a monthly royalty fee (the "Royalty Fee") equal to 6% of Gross Sales. The Royalty Fee for any given month is due on the 7th day of the following month.

4.3 Marketing Fund Contribution.

(a) Marketing Fund Contribution. Franchisee shall pay GrassRoots Franchise a contribution to the Marketing Fund (the "Marketing Fund Contribution") equal to 1% of Franchisee's Gross Sales (or such lesser amount as GrassRoots Franchise determines), at the same time as the Royalty Fee.

(b) Market Cooperative Contribution. If the Business participates in a Market Cooperative, then Franchisee shall contribute to the Market Cooperative a percentage of Gross Sales (or other amount) determined by the Market Cooperative.

4.4 Replacement / Additional Training Fee. If Franchisee sends an employee to GrassRoots Franchise's training program after opening, GrassRoots Franchise may charge its then-current training fee. As of the date of this Agreement, the training fee is $200 per person, per day.

4.5 Third Party Vendors. If GrassRoots Franchise requires Franchisee to use a designated third-party vendor, GrassRoots Franchise has the right (but not the obligation) to collect payment on behalf of the vendor and remit the payment to the vendor. If GrassRoots Franchise does so, it may impose a reasonable markup or charge for administering the payment program.

4.6 Non-Compliance Fee. GrassRoots Franchise may charge Franchisee $500 for any instance of non-compliance with the System Standards or this Agreement (other than Franchisee's non-payment of a fee owed to GrassRoots Franchise) which Franchisee fails to cure after 30 days' notice. Thereafter, GrassRoots Franchise may charge Franchisee $250 per week until Franchisee ceases such non-compliance. This fee is a reasonable estimate of GrassRoots Franchise's internal cost of personnel time attributable to addressing the non-compliance, and it is not a penalty or estimate of all damages arising from Franchisee's breach. The non-compliance fee is in addition to all of GrassRoots Franchise's other rights and remedies (including default and termination under Section 14.2).

4.7 Reimbursement. GrassRoots Franchise may (but is never obligated to) pay on Franchisee's behalf any amount that Franchisee owes to a supplier or other third party. If GrassRoots Franchise does so or intends to do so, Franchisee shall pay such amount plus a 10% administrative charge to GrassRoots Franchise within 15 days after invoice by GrassRoots Franchise accompanied by reasonable documentation.

4.8 Customer Service Support Fee. GrassRoots Franchise requires Franchisee to enter into a Customer Service Center Agreement with GrassRoots Franchise. Franchisee shall timely pay all fees required by such Customer Service Center Agreement (the "Customer Service Support Fees").

4.9 Initial Vehicle Inventory. GrassRoots Franchise will assist Franchisee with the initial outfit of inventory for Franchisee's vehicle. Franchisee must purchase such initial vehicle inventory from our affiliate, GrassRoots Tree and Turf Care, Inc. The costs for the initial vehicle inventory are due upon ordering the inventory.

4.10 Shared Fees. GrassRoots Franchise reserves the right to have suppliers bill GrassRoots Franchise or one of its affiliates for goods or services that benefit the GrassRoots Turf franchisees. Franchisee agrees to pay its pro rata share of these goods and service costs and fees to GrassRoots Franchise.

4.11 Payment Terms.

(a) Method of Payment. Franchisee shall pay the Royalty Fee, Marketing Fund Contribution, Customer Service Support Fees, and any other amounts owed to GrassRoots Franchise by pre-authorized bank draft or in such other manner as GrassRoots Franchise may require. Franchisee shall comply with GrassRoots Franchise's payment instructions.

(b) Calculation of Fees. Franchisee shall report monthly Gross Sales to GrassRoots Franchise by the 7th day of the following month. If Franchisee fails to report monthly Gross Sales, then GrassRoots Franchise may withdraw estimated Royalty Fees and Marketing Fund Contributions equal to 125% of the last Gross Sales reported to GrassRoots Franchise, and the parties will true-up the actual fees after Franchisee reports Gross Sales. Franchisee acknowledges that GrassRoots Franchise has the right to remotely access Franchisee's point-of-sale system to calculate Gross Sales.

(c) Late Fees and Interest. If Franchisee does not make a payment on time, Franchisee shall pay a $100 "late fee" plus interest on the unpaid amount at a rate equal to 18% per year (or, if such payment exceeds the maximum allowed by law, then interest at the highest rate allowed by law).

(d) Insufficient Funds. GrassRoots Franchise may charge $30 for any payment returned for insufficient funds (or, if such amount exceeds the maximum allowed by law, then the fee allowed by law).

(e) Costs of Collection and Enforcement. Franchisee shall repay any costs incurred by GrassRoots Franchise (including reasonable attorney fees) in attempting to collect payments owed by Franchisee or to enforce any other provision of this Agreement (including, without limitation, reasonable attorney fees, accounting fees, and other professional costs).

(f) Application. GrassRoots Franchise may apply any payment received from Franchisee to any obligation and in any order as GrassRoots Franchise may determine, regardless of any designation by Franchisee.

(g) Obligations Independent; No Set-Off. The obligations of Franchisee to pay to GrassRoots Franchise any fees or amounts described in this Agreement are not dependent on GrassRoots Franchise's performance and are independent covenants by Franchisee. Franchisee shall make all such payments without offset or deduction.

(h) Taxes. Franchisee will be responsible for (and shall immediately remit to GrassRoots Franchise upon demand) all sales taxes, use taxes, and other taxes imposed on the fees payable by Franchisee to GrassRoots Franchise or its affiliates and on services or goods furnished to Franchisee by GrassRoots Franchise or its affiliates, unless the tax is an income tax assessed on GrassRoots Franchise or its affiliate for doing business in the state where the Business is located.

(i) CPI. Any fee expressed as a fixed dollar amount in this Agreement is subject to adjustment based on changes to the Consumer Price Index ("CPI") in the United States. GrassRoots Franchise may periodically review and increase these fees based on changes to the CPI (in addition to any other increase), but only if the increase to the CPI is more than 5% higher than the corresponding CPI in effect on: (a) the Effective Date (for the initial fee adjustments); or (b) the date GrassRoots Franchise implemented the last fee adjustment (for subsequent fee adjustments). GrassRoots Franchise will notify Franchisee of any CPI adjustment at least 60 days before the fee adjustment becomes effective. GrassRoots Franchise will implement no more than one CPI-related fee adjustment during any calendar year.

ARTICLE 5. ASSISTANCE

5.1 Manual. GrassRoots Franchise shall make its Manual available to Franchisee in such format as GrassRoots Franchise deems appropriate.

5.2 Pre-Opening Assistance.

(a) Selecting Location. GrassRoots Franchise shall provide its criteria for GrassRoots locations to Franchisee. GrassRoots Franchise will review and advise Franchisee regarding potential locations submitted by Franchisee.

(b) Pre-Opening Plans, Specifications, and Vendors. To the extent not included in the Manual, GrassRoots Franchise shall provide Franchisee with (i) applicable System Standards and other specifications as GrassRoots deems appropriate (which may include specifications regarding vehicles, equipment, inventory, supplies, materials, and other matters), and (ii) GrassRoots Franchise's lists of Approved Vendors and/or Required Vendors.

(c) Initial Vehicle Inventory. GrassRoots Franchise shall assist Franchisee with the initial outfit of inventory for its vehicle. Franchisee will purchase such initial vehicle inventory from our affiliate, GrassRoots Tree and Turf Care, Inc.

(d) Business Plan Review. If requested by Franchisee, GrassRoots Franchise shall review and advise on Franchisee's pre-opening business plan and financial projections. **Franchisee acknowledges that GrassRoots Franchise accepts no responsibility for the performance of the Business.**

(e) Pre-Opening Training. GrassRoots Franchise shall make available its standard pre-opening training to the Principal Executive and up to 2 other employees, at GrassRoots Franchise's headquarters and/or at a GrassRoots Turf business designated by GrassRoots Franchise. GrassRoots Franchise shall not charge any fee for this training. Franchisee is responsible for its own travel, lodging, meal, and other out-of-pocket expenses. GrassRoots Franchise reserves the right to vary the length and content of the initial training program based on the experience and skill level of any individual attending the program.

(f) Market Introduction Plan. GrassRoots Franchise shall advise Franchisee regarding the planning and execution of Franchisee's market introduction plan.

If Franchisee believes that GrassRoots Franchise has failed to adequately provide any pre-opening assistance as required by this Section 5.2, Franchisee shall notify GrassRoots Franchise in writing within 30 days of the opening of the Business. Absent timely provision of notice to GrassRoots Franchise, Franchisee shall be deemed to have conclusively acknowledged that all pre-opening training and opening services required to be provided hereunder were sufficient and satisfactory in Franchisee's judgment.

5.3 Post-Opening Assistance.

(a) Advice, Consulting, and Support. If Franchisee requests, GrassRoots Franchise shall provide advice to Franchisee (by telephone or electronic communication) regarding improving and developing Franchisee's business, and resolving operating problems Franchisee encounters, to the extent GrassRoots Franchise deems reasonable. If GrassRoots Franchise provides in-person support in response to Franchisee's request, GrassRoots Franchise may charge its then-current fee plus any out-of-pocket expenses (such as travel, lodging, and meals for employees providing onsite support).

(b) Pricing. Upon request, GrassRoots Franchise shall provide recommended prices for products and services offered by franchisees of the System.

(c) Procedures. If Franchisee requests, GrassRoots Franchise shall provide Franchisee with GrassRoots Franchise's recommended administrative, bookkeeping, accounting, and inventory control procedures. GrassRoots Franchise may make any such procedures part of required (and not merely recommended) System Standards.

(d) Marketing. GrassRoots Franchise shall manage the Marketing Fund.

(e) Internet. GrassRoots Franchise shall maintain a website for GrassRoots Turf, which will include Franchisee's location (or territory) and contact information.

(f) Customer Service Support. During the term of any Customer Service Center Agreement between GrassRoots Franchise and Franchisee, GrassRoots Franchise shall provide services for handling communications with potential new customers and with existing customers, such as receiving inbound phone or website inquiries, providing cost estimates, assisting customers in signing up for service, following up on new customer inquiries, and receiving complaints.

ARTICLE 6. LOCATION, DEVELOPMENT, AND OPENING

6.1 Location. Franchisee is solely responsible for selecting the Location. If the Location is not stated on the Summary Page:

(i) Franchisee shall find a potential Location within the Territory described on the Summary Page. Franchisee shall submit its proposed Location to GrassRoots Franchise for acceptance, with all related information and documentation that GrassRoots Franchise may request. If GrassRoots Franchise does not accept the proposed Location in writing within 30 days, then it is deemed rejected.

(ii) **GrassRoots Franchise's advice regarding or acceptance of a site is not a representation or warranty that the Business will be successful, and GrassRoots Franchise has no liability to Franchisee with respect to the location of the Business.**

6.2 Lease. In connection with any lease between Franchisee and the landlord of the Location: (i) if requested by GrassRoots Franchise, Franchisee must submit the proposed lease to GrassRoots Franchise for written approval, (ii) the term of the lease (including renewal terms) must be for a period of not less than the term of this Agreement, and (iii) Franchisee shall use commercially reasonable efforts to obtain the landlord's signature to a rider to the lease in the form required by GrassRoots Franchise.

6.3 Development. Franchisee shall construct (or remodel) and finish the Location in conformity with GrassRoots Franchise's System Standards. If required by GrassRoots Franchise, Franchisee shall engage the services of an architect licensed in the jurisdiction of the Location. Franchisee shall not begin any construction or remodeling work without first obtaining GrassRoots Franchise's approval of Franchisee's plans. GrassRoots Franchise may, but is not required to, inspect Franchisee's construction or remodeling progress at any reasonable time. Franchisee shall not rely upon any information provided or opinions expressed by GrassRoots Franchise or its representatives regarding any architectural, engineering or legal matters (including without limitation the Americans With Disabilities Act) in the development and construction of the Business, and GrassRoots Franchise assumes no liability with respect thereto. GrassRoots Franchise's inspection and/or approval to open the Business is not a representation or a warranty that the Business has been constructed in accordance with any architectural, engineering or legal standards.

6.4 New Franchisee Training. Franchisee's Principal Executive must complete GrassRoots Franchise's training program for new franchisees to GrassRoots Franchise's satisfaction at least four weeks before opening the Business.

6.5 Conditions to Opening. Franchisee shall notify GrassRoots Franchise at least 30 days before Franchisee intends to open the Business to the public. Before opening, Franchisee must satisfy all of the following conditions: (1) Franchisee is in compliance with this Agreement, (2) Franchisee has obtained all applicable governmental permits and authorizations, (3) the Business conforms to all applicable System Standards, (4) GrassRoots Franchise has inspected and approved the Business, (5) Franchisee has hired sufficient employees, (6) Franchisee's officers and employees have completed all of GrassRoots Franchise's required pre-opening training; and (7) GrassRoots Franchise has given its written approval to open, which will not be unreasonably withheld.

6.6 Opening Date. Franchisee shall open the Business to the public on or before the date stated on the Summary Page.

ARTICLE 7. OPERATIONS

7.1 Compliance with Manual and System Standards. Franchisee shall at all times and at its own expense comply with all mandatory obligations contained in the Manual and with all other System Standards, as they are now or hereafter established. Franchisee acknowledges and agrees

that the products and services offered under the Marks have a reputation for excellence and that Franchisee's compliance with all System Standards it is of the utmost importance to GrassRoots Franchise.

7.2 Compliance with Law. Franchisee and the Business shall comply with all laws, rules, ordinances and regulations applicable to Franchisee or to the Business. Franchisee and the Business shall obtain and keep in force all governmental permits and licenses necessary for the Business. Franchisee is solely responsible for all such compliance, notwithstanding any information provided by GrassRoots Franchise.

7.3 Products and Services. Franchisee shall offer all products and services, and only those products and services, from time to time prescribed by GrassRoots Franchise in the Manual or otherwise in writing. Franchisee shall provide all products and perform all services in a high-quality manner that meets or exceeds the customer's reasonable expectations and all applicable System Standards. Franchisee shall maintain sufficient levels of inventory at all times. Franchisee shall implement any guaranties, warranties, or similar commitments regarding products and/or services that GrassRoots Franchise may require.

7.4 Prices. GrassRoots Franchise may require Franchisee to offer products and services at specific prices determined by GrassRoots Franchise if GrassRoots Franchise is promoting such products and services on a national, regional, or local market basis, for the duration of the promotion (but only to the extent permitted by applicable law).

7.5 Personnel.

(a) Technicians. Franchisee is responsible for ensuring that all technicians are properly trained to provide the services offered by GrassRoots Turf.

(b) Service. Franchisee shall cause its personnel to render competent and courteous service to all customers and members of the public.

(c) Appearance. Franchisee shall cause its personnel to comply with any dress attire, uniform, personal appearance, and hygiene standards set forth in the Manual or the System Standards.

(d) Qualifications. GrassRoots Franchise may set minimum qualifications for categories of employees employed by Franchisee.

(e) Staffing. Franchisee must hire or engage a sufficient number of personnel to service its volume of business, and Franchisee must comply with any System Standards regarding staffing levels.

(f) Sole Responsibility. Franchisee is solely responsible for all hiring decisions and all terms and conditions of employment of all of its personnel, including recruiting, hiring, training, scheduling, supervising, compensation, and termination. Franchisee is solely responsible for all actions of its personnel. Franchisee and GrassRoots Franchise are not joint employers, and no employee of Franchisee will be an agent or employee of GrassRoots Franchise. Within seven days of GrassRoots Franchise's request, Franchisee and each of its employees shall sign an

acknowledgment form stating that Franchisee alone (and not GrassRoots Franchise) is the employee's sole employer. Franchisee shall use its legal name on all documents with its employees and independent contractors, including, but not limited to, employment applications, timecards, pay checks, and employment and independent contractor agreements, and Franchisee shall not use the Marks on any of these documents.

7.6 Post-Opening Training. GrassRoots Franchise may at any time require that the Principal Executive and/or any other employees complete training programs, in any format and in any location determined by GrassRoots Franchise. GrassRoots Franchise may charge a reasonable fee for any training programs. GrassRoots Franchise may require Franchisee to provide training programs to its employees. If a training program is held at a location which requires travel by the Principal Executive or any other employee, then Franchisee shall pay all travel, living and other expenses.

7.7 Technology. Without limiting the generality of Section 7.1 or Section 8.1, Franchisee shall acquire and use all Technology required by GrassRoots Franchise. GrassRoots Franchise has the right to prohibit Franchisee from using any Technology which is not approved or required by GrassRoots Franchise. Franchisee shall enter into any subscription and support agreements related to the Technology that GrassRoots Franchise may require. Franchisee shall upgrade, update, or replace any Technology from time to time as GrassRoots Franchise may require. Franchisee shall protect the confidentiality and security of all Technology, and Franchisee shall abide by any System Standards related thereto. Franchisee shall give GrassRoots Franchise unlimited access to Franchisee's Technology used in the Business, by any means designated by GrassRoots Franchise. Despite Franchisee's obligation to acquire and use Technology according to System Standards, Franchisee has sole and complete responsibility for: (a) acquiring, operating, maintaining, and upgrading Franchisee's Technology; (b) the manner in which Franchisee's Technology interfaces with GrassRoots Franchise's and any third party's computer system; (c) any and all consequences if Franchisee's Technology is not properly operated, maintained, and upgraded; (d) complying at all times with the most current version of the Payment Card Industry Data Security Standards, and (e) complying at all times with all laws governing the use, disclosure, and protection of Privacy Information.

7.8 Customer Complaints. Franchisee shall use its best efforts to promptly resolve any customer complaints. GrassRoots Franchise may take any action it deems appropriate to resolve a customer complaint regarding the Business, and GrassRoots Franchise may require Franchisee to reimburse GrassRoots Franchise for any expenses.

7.9 Evaluation and Compliance Programs. Franchisee shall participate at its own expense in programs required from time to time by GrassRoots Franchise for obtaining customer evaluations, reviewing Franchisee's compliance with the System, and/or managing customer complaints, which may include (but are not limited to) a customer feedback system, customer survey programs, and mystery shopping. GrassRoots Franchise shall share with Franchisee the results of these programs, as they pertain to the Business. Franchisee must meet or exceed any minimum score requirements set by GrassRoots Franchise for such programs. GrassRoots Franchise may set minimum scores that Franchisee must receive from the public on internet review sites (such as Yelp or Google).

7.10 Payment Systems. Franchisee shall accept payment from customers in any form or manner designated by GrassRoots Franchise (which may include, for example, cash, specific credit and/or debit cards, gift cards, electronic fund transfer systems, and mobile payment systems). Franchisee shall purchase or lease all equipment and enter into all business relationships necessary to accept payments as required by GrassRoots Franchise.

7.11 Gift Cards, Loyalty Programs, and Incentive Programs. At its own expense, Franchisee shall sell or otherwise issue gift cards, certificates, or other pre-paid systems, and participate in any customer loyalty programs, membership/subscription programs, or customer incentive programs, designated by GrassRoots Franchise, in the manner specified by GrassRoots Franchise in the Manual, the System Standards, or otherwise in writing. Franchisee shall honor all valid gift cards and other pre-paid systems, regardless of whether issued by Franchisee or another GrassRoots Turf business. Franchisee shall comply with all procedures and specifications of GrassRoots Franchise related to gift cards, certificates, and other pre-paid systems, or related to customer loyalty, membership/subscription, or customer incentive programs.

7.12 Maintenance and Repair. Franchisee shall at all times keep the Business in a neat and clean condition, perform all appropriate maintenance, and keep all property of the Business in good repair. Franchisee acknowledges that the System Standards may include requirements for cleaning, maintenance, replacement, and repair.

7.13 Vehicles. Franchisee must operate one GrassRoots vehicle for every 500 active customers. Franchisee shall ensure that all vehicles comply with all applicable System Standards, including without limitation make, model, required equipment, and exterior décor. Franchisee shall keep all vehicles in excellent or better condition, clean, and free of dents and other damage, and shall ensure that all vehicles present a first-class image appropriate to GrassRoots Franchise's System. Franchisee shall use the vehicles solely for the Business. Any person driving a vehicle on behalf of the Business must be appropriately licensed and meet any applicable System Standards. Franchisee shall require personnel to use the Business-owned vehicles (and not their personal vehicles) for all Business purposes.

7.14 Meetings. The Principal Executive shall use reasonable efforts to attend all in-person meetings and remote meetings (such as telephone or video conference calls) that GrassRoots Franchise requires, including any national or regional brand conventions. Franchisee shall not permit the Principal Executive to fail to attend more than three consecutive required meetings.

7.15 Insurance.

(a) Franchisee shall obtain and maintain insurance policies in the types and amounts as specified by GrassRoots Franchise in the Manual. If not specified in the Manual, Franchisee shall maintain at least the following insurance coverage:

(i) "Special" causes of loss coverage forms, including fire and extended coverage, crime, vandalism, and malicious mischief, on all property of the Business, for full repair and replacement value (subject to a reasonable deductible);

(ii) Commercial General Liability insurance, including products liability coverage, and broad form commercial liability coverage, written on an

"occurrence" policy form in an amount of not less than $1,000,000 single limit per occurrence and $2,000,000 aggregate limit;

(iii) Business Automobile Liability insurance including owned, leased, non-owned and hired automobiles coverage in an amount of not less than $1,000,000;

(iv) Pollution insurance in an amount of not less than $1,000,000;

(v) Excess commercial umbrella liability insurance which is to include employer's liability, commercial general liability, and auto liability with minimum limits of $2,000,000 total liability; and

(vi) Workers Compensation coverage as required by state law.

(b) Franchisee's policies (other than Workers Compensation) must (1) list GrassRoots Franchise and its affiliates as an additional insured, (2) include a waiver of subrogation in favor of GrassRoots Franchise and its affiliates, (3) be primary and non-contributing with any insurance carried by GrassRoots Franchise or its affiliates, and (4) stipulate that GrassRoots Franchise shall receive 30 days' prior written notice of cancellation.

(c) Franchisee shall provide Certificates of Insurance evidencing the required coverage to GrassRoots Franchise prior to opening and upon annual renewal of the insurance coverage, as well as at any time within 15 days after request from GrassRoots Franchise.

7.16 Obligations to Third Parties and Government. Franchisee shall pay all vendors and suppliers in a timely manner. Franchisee shall pay all taxes when due. If Franchisee borrows money, it shall comply with the terms of its loan and make all loan payments when due. If Franchisee leases the Location, Franchisee shall comply with its lease for the Location and make all rent payments when due.

7.17 Public Relations. Franchisee shall not make any public statements (including giving interviews or issuing press releases) regarding GrassRoots Turf, the Business, or any particular incident or occurrence related to the Business, without GrassRoots Franchise's prior written approval.

7.18 Association with Causes. Franchisee shall not in the name of the Business (i) donate money, products, or services to any charitable, political, religious, or other organization or cause, or (ii) act in support of any such organization or cause, without GrassRoots Franchise's prior written approval.

7.19 No Other Activity Associated with the Business. Franchisee shall not use the assets of the Business for any purpose other than the Business, and Franchisee shall not engage in any activity at the Location other than operation of the GrassRoots Turf Business. Franchisee shall not "co-brand" or associate any other business activity with the GrassRoots Turf Business in a manner which is likely to cause the public to perceive it to be related to the GrassRoots Turf Business. If Franchisee is an entity, the entity shall not own or operate any other business except GrassRoots Turf businesses.

7.20 No Third-Party Management. Franchisee shall not engage a third-party management company to manage or operate the Business without the prior written approval of GrassRoots Franchise, which will not be unreasonably withheld.

7.21 Identification. Franchisee must identify itself as the independent owner of the Business in the manner prescribed by GrassRoots Franchise. Franchisee must display at the Business signage prescribed by GrassRoots Franchise identifying the Location as an independently owned franchise.

7.22 Privacy Practices.

(a) With respect to Privacy Information, Franchisee must comply with all of their obligations under applicable privacy laws, including any local, state, or federal data privacy or data security law or regulation.

(b) Franchisee shall not sell any Privacy Information. Franchisee further agrees to not access, use, or process the Privacy Information except in the furtherance of its obligations under this Agreement, but in all times, in compliance with applicable privacy laws.

(c) To the extent GrassRoots Franchise does not have the then-current ability to address requests made under any applicable privacy law by individuals that are the subject of any of the Privacy Information, Franchisee shall, upon GrassRoots Franchise's request, provide reasonable assistance to GrassRoots Franchise in responding to such requests.

(d) In the event of a Data Security Event, Franchisee must notify GrassRoots Franchise immediately after becoming aware of the Data Security Event and shall cooperate with GrassRoots Franchise and follow all of GrassRoots Franchise's reasonable requests to address the Data Security Event and to protect any Privacy Information and/or Confidential Information. GrassRoots Franchise, or its designee, has the right, but not the obligation, to take any action or pursue any proceeding with respect to the Data Security Event.

(e) GrassRoots Franchise has the right, and Franchisee hereby consents, to GrassRoots Franchise using and disclosing all Privacy Information and any other personal information collected from Franchisee and its Owners (including providing or listing contact information for Franchisee, its Owners, and management employees) for: (i) any purpose connected with the System, this Agreement, or this Agreement's enforcement, (ii) communication purposes (including communications with landlords and other suppliers of goods or services, or prospective franchisees); (iii) posting on franchise system websites listing franchisees; (iv) or in connection with GrassRoots Franchise's disclosure documents; (v) prospectuses, statements of material facts and other securities filings and documents; (vi) making reports pertaining to the Business or the System; and (vii) making such information available for inspection by prospective franchisees to substantiate information contained in GrassRoots Franchise's disclosure documents. GrassRoots Franchise may also share such Privacy Information and other personal information where needed with GrassRoots Franchise's professional advisors, lenders or affiliates or under agreements with third parties relating to the Business or the System. GrassRoots Franchise may give access to or transfer GrassRoots Franchise's files containing such Privacy Information and other personal information to a prospective purchaser or purchaser of the System. Franchisee is responsible to

obtain any required consents from its Owners and management employees as may be necessary for Franchisee to comply with these provisions.

7.23 Communication. Franchisee shall respond promptly to requests for communication from GrassRoots Franchise, and in any event within two business days.

7.24 Business Practices and Values. Franchisee and each Owner shall comply with and uphold any code of ethics or statement of values adopted by GrassRoots Franchise. Franchisee and each Owner shall be honest and fair in all interactions with customers, employees, vendors, governmental authorities, and other third parties. Neither Franchisee nor any Owner shall engage in or permit any employee to engage in any (i) violence or a threat of violence against any person or group of persons, (ii) sexual harassment of any person, (iii) discrimination against any person or group of persons on account of sex, race, color, religion, ancestry, national origin, sexual orientation, or disability, or any legally protected class in the jurisdiction where the Business is located, or (iv) any act which injures or is likely to injure the goodwill associated with the Marks, in GrassRoots Franchise's reasonable opinion.

7.25 Restriction on Use of AI Tools. Franchisee represents and warrants that it will not operate the Business using any AI Tools without the prior written consent of GrassRoots Franchise. Under no circumstances will Franchisee (i) use any Confidential Information or any of the Marks for the purpose of training, development, or improvement of any AI Tools (ii) create or use any marketing or advertising of the Business using AI Tools which have not been approved by the GrassRoots Franchise in writing. Franchisee shall not supply any third-parties with access to any Confidential Information or any of the Marks, or to any data related to the Business in connection with any AI Tools without having first received GrassRoots Franchise's written permission.

ARTICLE 8. SUPPLIERS AND VENDORS

8.1 Generally. Franchisee shall acquire all Inputs required by GrassRoots Franchise from time to time in accordance with System Standards. GrassRoots Franchise may require Franchisee to purchase or lease any Inputs from GrassRoots Franchise, GrassRoots Franchise's designee, Required Vendors, Approved Vendors, and/or under GrassRoots Franchise's specifications. GrassRoots Franchise may change any such requirement or change the status of any vendor. To make such requirement or change effective, GrassRoots Franchise shall issue the appropriate System Standards.

8.2 Alternate Vendor Approval. If GrassRoots Franchise requires Franchisee to purchase a particular Input only from an Approved Vendor or Required Vendor, and Franchisee desires to purchase the Input from another vendor, then Franchisee must submit a written request for approval and any information, specifications and/or samples requested by GrassRoots Franchise. GrassRoots Franchise may approve or disapprove the alternative vendor in its sole discretion. GrassRoots Franchise may condition its approval on such criteria as GrassRoots Franchise deems appropriate, which may include evaluations of the vendor's capacity, quality, financial stability, reputation, and reliability; inspections; product testing, and performance reviews. GrassRoots Franchise shall provide Franchisee with written notification of the approval or disapproval of any proposed new vendor within 30 days after receipt of Franchisee's request.

8.3 Alternate Input Approval. If GrassRoots Franchise requires Franchisee to purchase a particular Input, and Franchisee desires to purchase an alternate to the Input, then Franchisee must submit a written request for approval and any information, specifications and/or samples requested by GrassRoots Franchise. GrassRoots Franchise may approve or disapprove the alternative Input in its sole discretion. GrassRoots Franchise shall provide Franchisee with written notification of the approval or disapproval of any proposed alternate Input within 30 days after receipt of Franchisee's request.

8.4 Purchasing. GrassRoots Franchise may implement a centralized purchasing system and negotiate prices and terms with vendors on behalf of the System. GrassRoots Franchise may receive rebates, payments, from vendors in connection with purchases by franchisees. GrassRoots Franchise may establish a purchasing cooperative and require Franchisee to join and participate in the purchasing cooperative on such terms and conditions as GrassRoots Franchise may determine.

8.5 No Liability of Franchisor. GrassRoots Franchise and its affiliates shall not have any liability to Franchisee for any claim, loss or other Action related to any product provided or service performed by any Approved Vendor or Required Vendor (unless GrassRoots Franchise or its affiliate, as applicable, is the vendor), including without limitation for defects, delays, or unavailability, failure, or breach of contract related to such products or services.

8.6 Product Recalls. If GrassRoots Franchise or any vendor, supplier, or manufacturer of an item used or sold in Franchisee's Business issues a recall of such item or otherwise notifies Franchisee that such item is defective or dangerous, Franchisee shall immediately cease using or selling such item, and Franchisee shall at its own expense comply with all instructions from GrassRoots Franchise or the vendor, supplier, or manufacturer of such item with respect to such item, including without limitation the recall, repair, and/or replacement of such item.

ARTICLE 9. MARKETING

9.1 Approval and Implementation. Franchisee shall not conduct any marketing, advertising or public relations activities (including in-store marketing materials, websites, online advertising, social media marketing or presence, and sponsorships) that have not been approved by GrassRoots Franchise. GrassRoots Franchise may (but is not obligated to) operate all "social media" accounts on behalf of the System, or it may permit franchisees to operate one or more accounts. Franchisee must comply with any System Standards regarding marketing, advertising, and public relations, including any social media policy that GrassRoots Franchise may prescribe. Franchisee shall implement any marketing plans or campaigns determined by GrassRoots Franchise.

9.2 Use by GrassRoots Franchise. GrassRoots Franchise may use any marketing materials or campaigns developed by or on behalf of Franchisee, and Franchisee hereby grants an unlimited, royalty-free license to GrassRoots Franchise for such purpose.

9.3 Marketing Fund. GrassRoots Franchise has established or may establish a Marketing Fund to promote the System on a local, regional, national, and/or international level. If GrassRoots Franchise has established a Marketing Fund:

(a) Account. GrassRoots Franchise shall hold the Marketing Fund Contributions from all franchisees in one or more bank accounts separate from GrassRoots Franchise's other accounts.

(b) Use. GrassRoots Franchise shall use the Marketing Fund only for marketing, advertising, and public relations materials, programs and campaigns (including at local, regional, national, and/or international level) for GrassRoots Turf, and related overhead. The foregoing includes such activities and expenses as GrassRoots Franchise reasonably determines, and may include, without limitation: development and placement of advertising and promotions; sponsorships; contests and sweepstakes; development of décor, trade dress, Marks, and/or branding; development and maintenance of brand websites; social media; internet activities; e-commerce programs; search engine optimization; market research; public relations, media or agency costs; trade shows and other events; printing and mailing; and administrative and overhead expenses related to the Marketing Fund (including the compensation of GrassRoots Franchise's employees working on marketing and for accounting, bookkeeping, reporting, legal, collections and other expenses related to the Marketing Fund).

(c) Discretion. Franchisee agrees that expenditures from the Marketing Fund need not be proportionate to contributions made by Franchisee or provide any direct or indirect benefit to Franchisee. The Marketing Fund will be spent at GrassRoots Franchise's sole discretion, and GrassRoots Franchise has no fiduciary duty with regard to the Marketing Fund.

(d) Contribution by Other Outlets. GrassRoots Franchise is not obligated to (i) have all other GrassRoots Turf businesses (whether owned by other franchisees or by GrassRoots Franchise or its affiliates) contribute to the Marketing Fund, or (ii) have other GrassRoots Turf businesses that do contribute to the Marketing Fund contribute the same amount or at the same rate as Franchisee.

(e) Surplus or Deficit. GrassRoots Franchise may accumulate funds in the Marketing Fund and carry the balance over to subsequent years. If the Marketing Fund operates at a deficit or requires additional funds at any time, GrassRoots Franchise may loan such funds to the Marketing Fund on reasonable terms.

(f) Financial Statement. GrassRoots Franchise shall prepare an unaudited annual financial statement of the Marketing Fund within 120 days of the close of GrassRoots Franchise's fiscal year and shall provide the financial statement to Franchisee upon request. GrassRoots Franchise is not required to audit the Marketing Fund.

9.4 Market Cooperatives. GrassRoots Franchise may establish market advertising and promotional cooperative funds ("Market Cooperative") in any geographical areas. If a Market Cooperative for the geographic area encompassing the Territory has been established at the time Franchisee commences operations hereunder, Franchisee shall immediately become a member of such Market Cooperative. If a Market Cooperative for the geographic area encompassing the Territory is established during the term of this Agreement, Franchisee shall become a member of such Market Cooperative within 30 days of notice from GrassRoots Franchise. GrassRoots Franchise shall not require Franchisee to be a member of more than one Market Cooperative. If GrassRoots Franchise establishes a Market Cooperative:

(a) Governance. Each Market Cooperative will be organized and governed in a form and manner, and shall commence operations on a date, determined by GrassRoots Franchise. GrassRoots Franchise may require the Market Cooperative to adopt bylaws or regulations prepared

by GrassRoots Franchise. Unless otherwise specified by GrassRoots Franchise, the activities carried on by each Market Cooperative shall be decided by a majority vote of its members. GrassRoots Franchise will be entitled to attend and participate in any meeting of a Market Cooperative. Any GrassRoots Turf business owned by GrassRoots Franchise in the Market Cooperative shall have the same voting rights as those owned by its franchisees. Each Business owner will be entitled to cast one vote for each Business owned, provided, however, that a franchisee shall not be entitled to vote if it is in default under its franchise agreement. If the members of a Market Cooperative are unable or fail to determine the manner in which Market Cooperative monies will be spent, GrassRoots Franchise may assume this decision-making authority after 10 days' notice to the members of the Market Cooperative.

(b) Purpose. Each Market Cooperative shall be devoted exclusively to administering regional advertising and marketing programs and developing (subject to GrassRoots Franchise's approval) standardized promotional materials for use by the members in local advertising and promotion.

(c) Approval. No advertising or promotional plans or materials may be used by a Market Cooperative or furnished to its members without the prior approval of GrassRoots Franchise pursuant to Section 9.1. GrassRoots Franchise may designate the national or regional advertising agencies used by the Market Cooperative.

(d) Funding. The majority vote of the Market Cooperative will determine the dues to be paid by members of the Market Cooperative, including Franchisee, but not less than 1% of Gross Sales.

(e) Enforcement. Only GrassRoots Franchise will have the right to enforce the obligations of franchisees who are members of a Market Cooperative to contribute to the Market Cooperative.

(f) Termination. GrassRoots Franchise may terminate any Market Cooperative. Any funds left in a Market Cooperative upon termination will be transferred to the Marketing Fund.

9.5 Required Spending. After the Business opens to the Public, Franchisee shall spend at least 5% of Gross Sales each year on marketing the Business. Within 10 days after request by GrassRoots Franchise, Franchisee shall furnish proof of its compliance with this Section. GrassRoots Franchise has the discretion to determine in good faith what activities constitute "marketing" under this Section. If Franchisee contributes to a Market Cooperative, the amount of the contribution will be counted towards Franchisee's required spending under this Section.

9.6 Market Introduction Plan. Franchisee must develop a market introduction plan and obtain GrassRoots Franchise's approval of the market introduction plan at least 30 days before the projected opening date of the Business.

ARTICLE 10. RECORDS AND REPORTS

10.1 Systems. Franchisee shall use such customer data management, sales data management, administrative, bookkeeping, accounting, and inventory control procedures and systems as GrassRoots Franchise may specify in the Manual, the System Standards, or otherwise in writing.

10.2 Reports.

(a) Financial Reports. Franchisee shall provide such periodic financial reports as GrassRoots Franchise may require in the Manual, the System Standards, or otherwise in writing, including:

(i) a monthly profit and loss statement and balance sheet for the Business within 30 days after the end of each calendar month;

(ii) an annual financial statement (including profit and loss statement, cash flow statement, and balance sheet) for the Business within 90 days after the end of each calendar year; and

(iii) any information GrassRoots Franchise requests in order to prepare a financial performance representation for GrassRoots Franchise's franchise disclosure document within 30 days after request.

(b) Legal Actions and Investigations. Franchisee shall promptly notify GrassRoots Franchise of any Action or threatened Action by any customer, governmental authority, or other third party against Franchisee or the Business, or otherwise involving Franchisee or the Business. Franchisee shall provide such documents and information related to any such Action as GrassRoots Franchise may request.

(c) Government Inspections. Franchisee shall give GrassRoots Franchise copies of all inspection reports, warnings, certificates, and ratings issued by any governmental entity with respect to the Business, within three days of Franchisee's receipt thereof.

(d) Other Information. Franchisee shall submit to GrassRoots Franchise such other financial statements, budgets, forecasts, reports, records, copies of contracts, documents related to litigation, tax returns, copies of governmental permits, and other documents and information related to the Business as specified in the Manual or that GrassRoots Franchise may reasonably request (either upon specific request or on a regular basis as directed by GrassRoots Franchise, as applicable). GrassRoots Franchise acknowledges that all personnel records of the Business belong to Franchisee and that this Agreement does not grant GrassRoots Franchise the right to access personnel records of Franchisee's employees.

10.3 Initial Investment Report. Within 120 days after opening for business, Franchisee shall submit to GrassRoots Franchise a report detailing Franchisee's investment costs to develop and open the Business, with costs allocated to the categories described in Item 7 of GrassRoots Franchise's Franchise Disclosure Document and with such other information as GrassRoots Franchise may reasonably request.

10.4 Business Records. Franchisee shall keep complete and accurate books and records reflecting all expenditures and receipts of the Business, with supporting documents (including, but not limited to, payroll records, payroll tax returns, register receipts, production reports, sales invoices, bank statements, deposit receipts, cancelled checks and paid invoices) for at least three years. Franchisee shall keep such other business records as GrassRoots Franchise may specify in the Manual, the System Standards, or otherwise in writing.

10.5 Records Audit. GrassRoots Franchise may examine and audit all books and records related to the Business (other than personnel records of Franchisee's employees), and supporting documentation, at any reasonable time. GrassRoots Franchise may conduct the audit at the Location and/or require Franchisee to deliver copies of books, records and supporting documentation to a location designated by GrassRoots Franchise. Franchisee shall also reimburse GrassRoots Franchise for all costs and expenses of the examination or audit if (i) GrassRoots Franchise conducted the audit because Franchisee failed to submit required reports or was otherwise not in compliance with the System, or (ii) the audit reveals that Franchisee understated Gross Sales by 3% or more for any month.

ARTICLE 11. FRANCHISOR RIGHTS

11.1 Manual; Modification. The Manual, and any part of the Manual, may be in any form or media determined by GrassRoots Franchise. GrassRoots Franchise may supplement, revise, or modify the Manual, and GrassRoots Franchise may change, add or delete System Standards at any time in its discretion. GrassRoots Franchise may inform Franchisee thereof by any method that GrassRoots Franchise deems appropriate (which need not qualify as "notice" under Section 18.9). In the event of any dispute as to the contents of the Manual, GrassRoots Franchise's master copy will control.

11.2 Business Evaluation. GrassRoots Franchise may accompany Franchisee or its personnel on any services performed for a customer to conduct an evaluation. GrassRoots Franchise may enter the premises of the Business from time to time during normal business hours and conduct an evaluation. Franchisee shall cooperate with GrassRoots Franchise's evaluators. The evaluation may include, but is not limited to, observing operations, conducting a physical inventory, evaluating physical conditions, monitoring sales activity, speaking with employees and customers, and removing samples of products, supplies and materials. GrassRoots Franchise may videotape and/or take photographs of the evaluation. GrassRoots Franchise may set a minimum score requirement for evaluations, and Franchisee's failure to meet or exceed the minimum score will be a default under this Agreement. Without limiting GrassRoots Franchise's other rights under this Agreement, Franchisee will, as soon as reasonably practical, correct any deficiencies noted during an evaluation. If GrassRoots Franchise conducts an evaluation because of a governmental report, customer complaint or other customer feedback, or a default or non-compliance with any System Standard by Franchisee (including following up a previous failed evaluation), then GrassRoots Franchise may charge all out-of-pocket expenses plus its then-current evaluation fee to Franchisee.

11.3 GrassRoots Franchise's Right to Cure. If Franchisee breaches or defaults under any provision of this Agreement, GrassRoots Franchise may (but has no obligation to) take any action to cure the default on behalf of Franchisee, without any liability to Franchisee. Franchisee shall reimburse GrassRoots Franchise for its costs and expenses (including the allocation of any internal costs) for such action, plus 10% as an administrative fee.

11.4 Right to Discontinue Supplies Upon Default. While Franchisee is in default or breach of this Agreement, GrassRoots Franchise may (i) require that Franchisee pay cash on delivery for products or services supplied by GrassRoots Franchise, (ii) stop selling or providing any products and services to Franchisee, and/or (iii) request any third-party vendors to not sell or provide products or services to Franchisee. No such action by GrassRoots Franchise shall be a breach or

constructive termination of this Agreement, change in competitive circumstances or similarly characterized, and Franchisee shall not be relieved of any obligations under this Agreement because of any such action. Such rights of GrassRoots Franchise are in addition to any other right or remedy available to GrassRoots Franchise.

11.5 Business Data. All customer data collected by or generated by the Business and all data collected by or generated by the primary software operating system of the Business (other than data related to employees of the Business) is Confidential Information and is exclusively owned by GrassRoots Franchise. GrassRoots Franchise hereby licenses such data back to Franchisee without charge solely for Franchisee's use in connection with the Business for the term of this Agreement.

11.6 Innovations. Franchisee shall disclose to GrassRoots Franchise all ideas, plans, improvements, concepts, methods and techniques relating to the Business (collectively, "Innovations") conceived or developed by Franchisee or its employees, agents, or contractors. GrassRoots Franchise will automatically own all Innovations, and it will have the right to use and incorporate any Innovations into the System, without any compensation to Franchisee. Franchisee shall execute any documents reasonably requested by GrassRoots Franchise to document GrassRoots Franchise's ownership of Innovations.

11.7 Communication Systems. If GrassRoots Franchise provides email accounts and/or other communication systems to Franchisee, then Franchisee acknowledges that it has no expectation of privacy in the assigned email accounts and other communications systems, and Franchisee authorizes GrassRoots Franchise to access such communications.

11.8 Communication with Employees. Franchisee irrevocably authorizes GrassRoots Franchise to communicate with Franchisee's employees and contractors on any matter related to the System or the Business. Franchisee will not prohibit any employee or contractor from communicating with GrassRoots Franchise on any matter related to the System or the Business.

11.9 Communications with Landlord and Lenders. Franchisee irrevocably authorizes GrassRoots Franchise to communicate with Franchisee's landlord and lender(s), or prospective landlord and lender(s), about matters relating to the Business, and to provide information about the Business to them.

11.10 Delegation. GrassRoots Franchise may delegate any duty or obligation of GrassRoots Franchise under this Agreement to an affiliate or to a third party.

11.11 System Variations. GrassRoots Franchise may vary or waive any System Standard for any one or more GrassRoots franchises due to the peculiarities of the particular site or circumstances, density of population, business potential, population of trade area, existing business practices, applicable laws or regulations, or any other condition relevant to the performance of a franchise or group of franchises. Franchisee is not entitled to the same variation or waiver.

11.12 Franchisor's Discretion. GrassRoots Franchise may engage in any activity not expressly prohibited by this Agreement. Whenever this Agreement provides that GrassRoots Franchise has a certain right, that right is absolute and the parties intend that GrassRoots Franchise's exercise of that right will not be subject to any limitation or review. GrassRoots Franchise has the right to

operate, administrate, develop, and change the System in any manner that is not specifically precluded by the provisions of this Agreement, although this right does not modify any express limitations set forth in this Agreement. Whenever GrassRoots Franchise agrees to exercise its rights reasonably or in good faith, GrassRoots Franchise will have satisfied its obligations whenever it exercises reasonable business judgment in making a decision or exercising its rights. GrassRoots Franchise's decisions or actions will be deemed to be the result of reasonable business judgment, even if other reasonable or even arguably preferable alternatives are available, if GrassRoots Franchise's decision or action is intended, in whole or significant part, to promote or benefit the System or the GrassRoots brand generally even if the decision or action also promotes GrassRoots Franchise's financial or other individual interest. Examples of items that will promote or benefit the System or the GrassRoots brand include enhancing the value of the Marks, improving customer service and satisfaction, improving product quality, improving uniformity, enhancing or encouraging modernization, and improving the competitive position of the System and GrassRoots outlets.

11.13 Temporary Management. If (i) the Principal Executive dies or becomes incapacitated, (ii) this Agreement is terminated or expires and GrassRoots Franchise elects to purchase assets of the Business as provided in Section 14.6, (iii) GrassRoots Franchise has the right to terminate this Agreement in accordance with Section 14.2(c), regardless of whether GrassRoots Franchise exercises thar right; or (iv) Franchisee is operating the Business in a manner which, in GrassRoots Franchise's reasonable opinion, constitutes a danger to the health or safety of any person, then GrassRoots Franchise or GrassRoots Franchise's designee may (but is not obligated to) enter the Location and operate and manage the Business for Franchisee's (or Franchisee's estate's) account until this Agreement is terminated, the Business is transferred, the Business is purchased by GrassRoots Franchise, or GrassRoots Franchise returns the Business to Franchisee. The operation and management under this section will not continue for more than 90 days without Franchisee's consent (or the consent of the representatives of Franchisee's estate). If this Agreement has not terminated or expired, then GrassRoots Franchise or its designee will account to Franchisee for all net income from the Business during the period in which the Business is operated under this section. In addition to any other amounts set forth in this Agreement, GrassRoots Franchise may collect a temporary management fee equal to 10% of Adjusted Gross Sales for the period in which GrassRoots Franchise operates the Business, plus all expenses (including internal costs of personnel and overhead) incurred by GrassRoots Franchise, which is in addition to Royalty Fees, Brand Fund Contributions, or other amounts owed under this Agreement. If GrassRoots Franchise or its designee assumes the Business's management, Franchisee acknowledges that GrassRoots Franchise or its designee party will have a duty to utilize only reasonable efforts and will not be liable to Franchisee or its Owners for any losses the Business incurs or obligations to creditors.

11.13 Temporary Public Safety Closure. If GrassRoots Franchise discovers or becomes aware of any aspect of the Business which, in GrassRoots Franchise's opinion, constitutes an imminent danger to the health or safety of any person, then immediately upon GrassRoots Franchise's order, Franchisee must temporarily cease operations of the Business and remedy the dangerous condition. GrassRoots Franchise shall have no liability to Franchisee or any other person for action or failure to act with respect to a dangerous condition.

ARTICLE 12. MARKS

12.1 Authorized Marks. Franchisee shall use no trademarks, service marks or logos in connection with the Business other than the Marks. Franchisee shall use all Marks specified by GrassRoots Franchise, and only in the manner as GrassRoots Franchise may require. Franchisee has no rights in the Marks other than the right to use them in the operation of the Business in compliance with this Agreement. All use of the Marks by Franchisee and any goodwill associated with the Marks, including any goodwill arising due to Franchisee's operation of the Business, will inure to the exclusive benefit of GrassRoots Franchise.

12.2 Change of Marks. GrassRoots Franchise may add, modify, or discontinue any Marks to be used under the System. Within a reasonable time after GrassRoots Franchise makes any such change (not to exceed 90 days), Franchisee must comply with the change, at Franchisee's expense.

12.3 Infringement.

(a) Defense of Franchisee. If Franchisee has used the Marks in accordance with this Agreement, then (i) GrassRoots Franchise shall defend Franchisee (at GrassRoots Franchise's expense) against any Action by a third party alleging infringement by Franchisee's use of a Mark, and (ii) GrassRoots Franchise shall indemnify Franchisee for expenses and damages if the Action is resolved unfavorably to Franchisee.

(b) Infringement by Third Party. Franchisee shall promptly notify GrassRoots Franchise if Franchisee becomes aware of any possible infringement of a Mark by a third party. GrassRoots Franchise may, in its sole discretion, commence or join any claim against the infringing party.

(c) Control. GrassRoots Franchise shall have the exclusive right to control any prosecution or defense of any Action related to possible infringement of or by the Marks.

12.4 Name. If Franchisee is an entity, it shall not use the words "GrassRoots" or any confusingly similar words in its legal name, without obtain GrassRoots Franchise's prior permission.

ARTICLE 13. COVENANTS

13.1 Confidential Information. With respect to all Confidential Information, Franchisee shall (a) adhere to all procedures prescribed by GrassRoots Franchise for maintaining confidentiality, (b) disclose such information to its employees only to the extent necessary for the operation of the Business, (c) not use any such information in any other business or in any manner not specifically authorized in writing by GrassRoots Franchise, (d) exercise the highest degree of diligence and effort to maintain the confidentiality of all such information during and after the term of this Agreement, (e) not copy or otherwise reproduce any Confidential Information, and (f) promptly report any unauthorized disclosure or use of Confidential Information. Franchisee acknowledges that all Confidential Information is owned by GrassRoots Franchise (except for Confidential Information which GrassRoots Franchise licenses from another person or entity). This Section will survive the termination or expiration of this Agreement indefinitely. Nothing in this Section or elsewhere in this Agreement shall be deemed to limit or prohibit Franchisee from communicating

about potential law violations with the Federal Trade Commission or other government agency acting within its statutory mandate.

13.2 Covenants Not to Compete.

(a) Restriction – In Term. During the term of this Agreement, neither Franchisee, any Owner, nor any spouse of an Owner (the "Restricted Parties") shall directly or indirectly have any ownership interest in, lend money or provide financial assistance to, provide any services to, or be employed by, any Competitor.

(b) Restriction – Post Term. For two years after this Agreement expires or is terminated for any reason (or, if applicable, for two years after a Transfer), no Restricted Party shall directly or indirectly have any ownership interest in, lend money or provide financial assistance to, provide any services to, or be employed by, any Competitor operating within five miles of Franchisee's Territory or of the territory of any other GrassRoots Turf business operating on the date of expiration, termination, or transfer, as applicable.

(c) Interpretation. The parties agree that each of the foregoing covenants is independent of any other covenant or provision of this Agreement. If all or any portion of the covenants in this Section is held to be unenforceable or unreasonable by any court or arbitrator, then the parties intend that the court or arbitrator modify such restriction to the extent reasonably necessary to protect the legitimate business interests of GrassRoots Franchise. Franchisee agrees that the existence of any claim it may have against GrassRoots Franchise shall not constitute a defense to the enforcement by GrassRoots Franchise of the covenants of this Section. If a Restricted Party fails to comply with the obligations under this Section during the restrictive period, then the restrictive period will be extended an additional day for each day of noncompliance.

13.3 General Manager and Key Employees. If requested by GrassRoots Franchise, Franchisee shall cause its general manager and other key employees that GrassRoots Franchise reasonably designates to sign GrassRoots Franchise's then-current form of confidentiality and non-compete agreement (unless prohibited by applicable law).

ARTICLE 14. DEFAULT AND TERMINATION

14.1 Termination by Franchisee. Franchisee may terminate this Agreement only if GrassRoots Franchise violates a material provision of this Agreement and fails to cure or to make substantial progress toward curing the violation within 30 days after receiving written notice from Franchisee detailing the alleged default. Termination by Franchisee is effective 10 days after GrassRoots Franchise receives written notice of termination.

14.2 Termination by GrassRoots Franchise.

(a) Subject to 10-Day Cure Period. GrassRoots Franchise may terminate this Agreement if Franchisee does not make any payment to GrassRoots Franchise when due, or if Franchisee does not have sufficient funds in its account when GrassRoots Franchise attempts an electronic funds withdrawal, and Franchisee fails to cure such non-payment within 10 days after GrassRoots Franchise gives notice to Franchisee of such breach.

(b) Subject to 30-Day Cure Period. If Franchisee breaches this Agreement in any manner not described in subsection (a) or (c), and Franchisee fails to cure such breach to GrassRoots Franchise's satisfaction within 30 days after GrassRoots Franchise gives notice to Franchisee of such breach, then GrassRoots Franchise may terminate this Agreement.

(c) Without Cure Period. GrassRoots Franchise may terminate this Agreement by giving notice to Franchisee, without opportunity to cure, if any of the following occur:

(i) Franchisee misrepresented or omitted material facts when applying to be a franchisee, or breaches any representation in this Agreement;

(ii) Franchisee knowingly submits any false report or knowingly provides any other false information to GrassRoots Franchise;

(iii) a receiver or trustee for the Business or all or substantially all of Franchisee's property is appointed by any court, or Franchisee makes a general assignment for the benefit of Franchisee's creditors, or Franchisee is unable to pay its debts as they become due, or a levy or execution is made against the Business, or an attachment or lien remains on the Business for 30 days unless the attachment or lien is being duly contested in good faith by Franchisee, or a petition in bankruptcy is filed by Franchisee, or such a petition is filed against or consented to by Franchisee and the petition is not dismissed within 45 days, or Franchisee is adjudicated as bankrupt;

(iv) Franchisee fails to open for business by the date specified on the Summary Page;

(v) Franchisee loses possession of the Location;

(vi) Franchisee or any Owner commits a material violation of Section 7.2 (compliance with laws) or Section 13.1 (confidentiality), violates Section 7.24 (business practices and values), Section 13.2 (non-compete) or Article 15 (transfer), or commits any other violation of this Agreement which by its nature cannot be cured;

(vii) Franchisee ceases operation of the Business for more than five consecutive days or GrassRoots Franchise reasonably concludes that Franchisee has ceased operation of the Business;

(viii) Franchisee or any Owner slanders or libels GrassRoots Franchise or any of its employees, directors, or officers;

(ix) Franchisee refuses to cooperate with or permit any audit or evaluation by GrassRoots Franchise or its agents or contractors, or otherwise fails to comply with Section 10.5 or Section 11.2;

(x) the Business is operated in a manner which, in GrassRoots Franchise's reasonable judgment, constitutes a significant danger to the health or safety of any person, and Franchisee fails to cure such danger within 48 hours after becoming aware of the danger (due to notice from GrassRoots Franchise or otherwise);

(xi) Franchisee has received two or more notices of default (or a single notice of more than one default) and Franchisee commits another breach of this Agreement, all in the same 12-month period;

(xii) GrassRoots Franchise (or any affiliate) terminates any other agreement with Franchisee (or any affiliate) due to the breach of such other agreement by Franchisee (or its affiliate);

(xiii) Franchisee or any Owner is charged with, pleads guilty or no-contest to, or is convicted of a felony; or

(xiii) Franchisee or any Owner is accused by any governmental authority or third party of any act, or if Franchisee or any Owner commits any act or series of acts, that in GrassRoots Franchise's opinion is reasonably likely to materially and unfavorably affect the GrassRoots Turf brand.

14.3 Effect of Termination. Upon termination or expiration of this Agreement, all obligations that by their terms or by reasonable implication survive termination, including those pertaining to non-competition, confidentiality, indemnity, and dispute resolution, will remain in effect, and Franchisee must:

(i) pay—within 10 days of such termination or expiration—all amounts owed to GrassRoots Franchise based on the operation of the Business through the effective date of termination or expiration;

(ii) immediately return to GrassRoots Franchise all copies of the Manual, Confidential Information and any and all other materials provided by GrassRoots Franchise to Franchisee or created by a third party for Franchisee relating to the operation of the Business, and all items containing any Marks, copyrights, and other proprietary items (to the extent in the possession or control of Franchisee); and delete all Confidential Information and proprietary materials from electronic devices;

(iii) immediately take all action required (a) to cancel all assumed name or equivalent registrations relating to Franchisee's use of the Marks; and (b) to cancel or transfer to GrassRoots Franchise or its designee all telephone numbers, post office boxes, directory listings, and digital marketing accounts used by Franchisee in connection with the Business or the Marks, including, without limitation, by providing login and password details and promptly signing all directions and authorizations necessary or appropriate to accomplish the foregoing. Franchisee hereby irrevocably appoints GrassRoots Franchise, 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 appropriate to accomplish the foregoing. The telephone company, the postal service, registrars, Internet service providers and each listing agency may accept such direction by GrassRoots Franchise pursuant to this Agreement as conclusive evidence of GrassRoots Franchise's exclusive rights in such accounts and its authority to direct their transfer; and

(iv) immediately cease doing business under any of the Marks.

14.4 Remove Identification. Within 30 days after termination or expiration, Franchisee shall at its own expense "de-identify" the Location so that it no longer contains the Marks, signage, or any trade dress of a GrassRoots Turf business, to the reasonable satisfaction of GrassRoots Franchise. Franchisee shall comply with any reasonable instructions and procedures of GrassRoots Franchise for de-identification. If Franchisee fails to do so within 30 days after this Agreement expires or is terminated, GrassRoots Franchise may enter the Location to remove the Marks and de-identify the Location. In this event, GrassRoots Franchise will not be charged with trespass nor be accountable or required to pay for any assets removed or altered, or for any damage caused by GrassRoots Franchise.

14.5 Liquidated Damages. If GrassRoots Franchise terminates this Agreement based upon Franchisee's default (or if Franchisee purports to terminate this Agreement except as permitted under Section 14.1), then within 10 days thereafter Franchisee shall pay to GrassRoots Franchise a lump sum (as liquidated damages and not as a penalty) calculated as follows: (x) the average monthly Royalty Fees and Marketing Fund Contributions that Franchisee owed to GrassRoots Franchise under this Agreement for the last 12 full months that Franchisee operated the Business (disregarding any fee waivers or reductions granted to Franchisee); multiplied by (y) the lesser of (1) 24 or (2) the number of months remaining in the then-current term of this Agreement. If Franchisee had not operated the Business for at least 12 full months, then (x) will equal the average monthly Royalty Fees and Marketing Fund Contributions that Franchisee owed to GrassRoots Franchise during the full months that Franchisee operated the Business. The "average Royalty Fees and Marketing Fund Contributions that Franchisee owed to GrassRoots Franchise" shall be based on the obligations stated in Article 4 and shall not be discounted or adjusted due to any deferred or reduced Royalty Fees and Marketing Fund Contributions, unless this Section 14.5 is specifically amended. Franchisee acknowledges that a precise calculation of the full extent of GrassRoots Franchise's damages under these circumstances is difficult to determine and the method of calculation of such damages as set forth in this Section is reasonable. Franchisee's payment to GrassRoots Franchise under this Section will be in lieu of any direct monetary damages that GrassRoots Franchise may incur as a result of GrassRoots Franchise's loss of Royalty Fees and Marketing Fund Contributions that would have been owed to GrassRoots Franchise after the date of termination; however, such payment shall be in addition to all damages and other amounts arising under Section 14.3 and Section 14.4, GrassRoots Franchise's right to injunctive relief for enforcement of Article 13, and any attorneys' fees and other costs and expenses to which GrassRoots Franchise is entitled under this Agreement. Except as provided in this Section, Franchisee's payment of this lump sum shall be in addition to any other right or remedy that GrassRoots Franchise may have under this Agreement or otherwise. If liquidated damages are prohibited by applicable law or are otherwise deemed unenforceable for any reason, then Franchisee shall be liable for GrassRoots Franchise's actual damages (including, without limitation, lost future profits) instead of liquidated damages.

14.6 Purchase Option. When this Agreement expires or is terminated, GrassRoots Franchise will have the right (but not the obligation) to purchase any or all of the assets related to the Business, and/or to require Franchisee to assign its lease or sublease to GrassRoots Franchise. To exercise this option, GrassRoots Franchise must notify Franchisee no later than 30 days after this Agreement expires or is terminated. The purchase price for all assets that GrassRoots Franchise

elects to purchase will be the lower of (i) the book value of such assets as declared on Franchisee's last filed tax returns or (ii) the fair market value of the assets. If the parties cannot agree on fair market value within 30 days after the exercise notice, the fair market value will be determined by an independent appraiser reasonably acceptable to both parties. The parties will equally share the cost of the appraisal. GrassRoots Franchise's purchase will be of assets only (free and clear of all liens), and the purchase will not include any liabilities of Franchisee. The purchase price for assets will not include any factor or increment for any trademark or other commercial symbol used in the business, the value of any intangible assets, or any goodwill or "going concern" value for the Business. GrassRoots Franchise may withdraw its exercise of the purchase option at any time before it pays for the assets. Franchisee will sign a bill of sale for the purchased assets and any other transfer documents reasonably requested by GrassRoots Franchise. If GrassRoots Franchise exercises the purchase option, GrassRoots Franchise may deduct from the purchase price: (a) all amounts due from Franchisee; (b) Franchisee's portion of the cost of any appraisal conducted hereunder; and (c) amounts which GrassRoots Franchise paid or will pay to third parties to satisfy indebtedness owed by Franchisee to third parties. If any of the assets are subject to a lien, GrassRoots Franchise may pay a portion of the purchase price directly to the lienholder to pay off such lien. GrassRoots Franchise may withhold 25% of the purchase price for 90 days to ensure that all of Franchisee's taxes and other liabilities are paid. GrassRoots Franchise may assign this purchase option to another party.

ARTICLE 15. TRANSFERS

15.1 By GrassRoots Franchise. GrassRoots Franchise may transfer or assign this Agreement, or any of its rights or obligations under this Agreement, to any person or entity, and GrassRoots Franchise may undergo a change in ownership and/or control, without the consent of Franchisee.

15.2 By Franchisee. Franchisee acknowledges that the rights and duties set forth in this Agreement are personal to Franchisee and that GrassRoots Franchise entered into this Agreement in reliance on Franchisee's business skill, financial capacity, personal character, experience, and business ability. Accordingly, Franchisee shall not conduct or undergo a Transfer without providing GrassRoots Franchise at least 60 days prior notice of the proposed Transfer, and without obtaining GrassRoots Franchise's consent. In granting any such consent, GrassRoots Franchise may impose conditions, including, without limitation, the following:

(i) GrassRoots Franchise receives a transfer fee equal to $10,000 plus any broker fees and other out-of-pocket costs incurred by GrassRoots Franchise;

(ii) the proposed Transferee and its owners have completed GrassRoots Franchise's franchise application processes, meet GrassRoots Franchise's then-applicable standards for new franchisees, and have been approved by GrassRoots Franchise as franchisees;

(iii) the proposed Transferee is not a Competitor;

(iv) the proposed Transferee executes GrassRoots Franchise's then-current form of franchise agreement and any related documents, which form may contain materially different provisions than this Agreement (provided, however, that the

form will be amended to provide that the proposed Transferee will not be required to pay an initial franchise fee);

(v) all owners of the proposed Transferee provide a guaranty in accordance with Section 2.5;

(vi) Franchisee has paid all monetary obligations to GrassRoots Franchise and its affiliates, and to any lessor, vendor, supplier, or lender to the Business, and Franchisee is not otherwise in default or breach of this Agreement or of any other obligation owed to GrassRoots Franchise or its affiliates;

(vii) the proposed Transferee and its owners and employees undergo such training as GrassRoots Franchise may require;

(viii) Franchisee, its Owners, and the transferee and its owners execute a general release of GrassRoots Franchise in a form satisfactory to GrassRoots Franchise; and

(ix) the Business fully complies with all of GrassRoots Franchise's most recent System Standards.

15.3 Transfer for Convenience of Ownership. If Franchisee is an individual, Franchisee may Transfer this Agreement to a corporation or limited liability company formed for the convenience of ownership after at least 15 days' notice to GrassRoots Franchise, if, prior to the Transfer: (1) the transferee provides the information required by Section 2.3; (2) Franchisee provides copies of the entity's charter documents, by-laws (or operating agreement) and similar documents, if requested by GrassRoots Franchise, (3) Franchisee owns all voting securities of the corporation or limited liability company, and (4) Franchisee provides a guaranty in accordance with Section 2.5.

15.4 Transfer upon Death or Incapacity. Upon the death or incapacity of Franchisee (or, if Franchisee is an entity, the Owner with the largest ownership interest in Franchisee), the executor, administrator, or personal representative of that person must Transfer the Business to a third party approved by GrassRoots Franchise (or to another person who was an Owner at the time of death or incapacity of the largest Owner) within nine months after death or incapacity. Such transfer must comply with Section 15.2.

15.5 GrassRoots Franchise's Right of First Refusal. Before Franchisee (or any Owner) engages in a Transfer (except under Section 15.3, or to a co-Owner, or to a spouse, sibling, or child of an Owner), GrassRoots Franchise will have a right of first refusal, as set forth in this Section. Franchisee (or its Owners) shall provide to GrassRoots Franchise a copy of the terms and conditions of any Transfer. For a period of 30 days from the date of GrassRoots Franchise's receipt of such copy, GrassRoots Franchise will have the right, exercisable by notice to Franchisee, to purchase the assets subject of the proposed Transfer for the same price and on the same terms and conditions (except that if some or all of the purchase price is not payable in cash, GrassRoots Franchise may pay the equivalent value in cash for the purchase price). If GrassRoots Franchise does not exercise its right of first refusal, Franchisee may proceed with the Transfer, subject to the other terms and conditions of this Article.

15.6 No Sublicense. Franchisee has no right to sublicense the Marks or any of Franchisee's rights under this Agreement.

15.7 No Lien on Agreement. Franchisee shall not grant a security interest in this Agreement to any person or entity. If Franchisee grants an "all assets" security interest to any lender or other secured party, Franchisee shall cause the secured party to expressly exempt this Agreement from the security interest.

ARTICLE 16. INDEMNITY

16.1 Indemnity. Franchisee shall indemnify and defend (with counsel reasonably acceptable to GrassRoots Franchise) GrassRoots Franchise, its parent entities, subsidiaries and affiliates, and their respective owners, directors, officers, employees, agents, successors and assignees (collectively, "Indemnitees") against all Losses in any Action by or against GrassRoots Franchise and/or any Indemnitee directly or indirectly related to, or alleged to arise out of, the development or operation of the Business, or the acts or omissions of Franchisee or any of Franchisee's Owners, officers, directors, employees, or agents. Notwithstanding the foregoing, Franchisee shall not be obligated to indemnify an Indemnitee from Actions which Franchisee proves arose solely as a result of any Indemnitee's intentional misconduct or gross negligence. Any delay or failure by an Indemnitee to notify Franchisee of an Action shall not relieve Franchisee of its indemnity obligation except to the extent (if any) that such delay or failure materially prejudices Franchisee. Franchisee shall not settle an Action without the consent of the Indemnitee. This indemnity will continue in effect after this Agreement ends.

16.2 Assumption. An Indemnitee may elect to assume the defense of any Action subject to this indemnification and control all aspects of defending the Action (including negotiations and settlement), at Franchisee's expense. Such an undertaking shall not diminish Franchisee's obligation to indemnify the Indemnitees.

ARTICLE 17. DISPUTE RESOLUTION

17.1 Arbitration.

(a) Disputes Subject to Arbitration. Except as expressly provided in subsections (c) and (d), any controversy or claim between the parties (including any controversy or claim arising out of or relating to this Agreement or its formation) shall be resolved by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, including the Optional Rules for Emergency Measures of Protection. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction.

(b) Location. The place of arbitration shall be the city and state where GrassRoots Franchise's headquarters are located.

(c) Injunctive Relief. Either party may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy or right to arbitrate under this Agreement, seek from any court having jurisdiction any interim or provisional injunctive relief.

(d) Intellectual Property Claims. Either party may bring a claim involving an alleged infringement of any of GrassRoots Franchise's intellectual property rights in a court authorized to hear such claims under Section 17.5 of this Agreement.

(e) Confidentiality. All documents, information, and results pertaining to any arbitration or lawsuit will be confidential, except as required by law or as required for GrassRoots Franchise to comply with laws and regulations applicable to the sale of franchises.

(f) Performance During Arbitration or Litigation. Unless this Agreement has been terminated, GrassRoots Franchise and Franchisee will comply with this Agreement and perform their respective obligations under this Agreement during the arbitration or litigation process.

17.2 Damages. In any controversy or claim arising out of or relating to this Agreement, each party waives any right to punitive or other monetary damages not measured by the prevailing party's actual damages, except damages expressly authorized by federal statute and damages expressly authorized by this Agreement.

17.3 Waiver of Class Actions. The parties agree that any claims will be arbitrated, litigated, or otherwise resolved on an individual basis, and waive any right to act on a class-wide basis.

17.4 Time Limitation. Any arbitration or other legal action arising from or related to this Agreement must be instituted within two years from the date of the conduct or event that forms the basis of the arbitration or other legal action. The foregoing time limit does not apply to claims by GrassRoots Franchise related to (i) non-payment of Royalty Fees and other amounts owed by Franchisee, (ii) for indemnity under Article 16, or (iii) related to unauthorized use of Confidential Information or the Marks.

17.5 Venue Other Than Arbitration. For any legal proceeding not required to be submitted to arbitration, the parties agree that such proceeding will be brought in the United States District Court where GrassRoots Franchise's headquarters is then located. If there is no federal jurisdiction over the dispute, the parties agree that any such legal proceeding will be brought in the court of record of the state and county where GrassRoots Franchise's headquarters is then located. Each party consents to the jurisdiction of such courts and waives any objection that it, he or she may have to the laying of venue of any proceeding in any of these courts.

17.6 Legal Costs. In any legal proceeding (including arbitration) related to this Agreement or any guaranty, the non-prevailing party shall pay the prevailing party's attorney fees, costs and other expenses of the legal proceeding. "Prevailing party" means the party, if any, which prevailed upon the central litigated issues and obtained substantial relief.

17.7 Franchisor Personnel. The provisions of this Article 17 will apply to any Action by Franchisee or its Owners against GrassRoots Franchise's officers, directors, shareholders, members, employees, and/or agents. Nothing in this Agreement authorizes any Action against GrassRoots Franchise's officers, directors, shareholders, members, employees, and/or agents or makes those persons liable for GrassRoots Franchise's conduct.

ARTICLE 18. MISCELLANEOUS

18.1 Relationship of the Parties. The parties are independent contractors, and neither is the agent, partner, joint venturer, or employee of the other. GrassRoots Franchise is not a fiduciary of Franchisee. GrassRoots Franchise does not control or have the right to control Franchisee or its Business. Any required specifications and standards in this Agreement and in the System Standards exist to protect GrassRoots Franchise's interest in the System and the Marks, and the goodwill established in them, and not for the purpose of establishing any control, or duty to take control, over the Business. GrassRoots Franchise has no liability for Franchisee's obligations to any third party whatsoever.

18.2 No Third-Party Beneficiaries. Except as stated in Article 16 or Article 17, this Agreement does not confer any rights or remedies upon any person or entity other than Franchisee, GrassRoots Franchise, and GrassRoots Franchise's affiliates.

18.3 Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior negotiations and representations. Nothing in this Agreement or in any related agreement is intended to disclaim the representations made by GrassRoots Franchise in its franchise disclosure document.

18.4 Modification. No modification or amendment of this Agreement will be effective unless it is in writing and signed by both parties. This provision does not limit GrassRoots Franchise's rights to modify the Manual or System Standards.

18.5 Consent; Waiver. No consent under this Agreement, and no waiver of satisfaction of a condition or nonperformance of an obligation under this Agreement will be effective unless it is in writing and signed by the party granting the consent or waiver. No waiver by a party of any right will affect the party's rights as to any subsequent exercise of that right or any other right. No delay, forbearance or omission by a party to exercise any right will constitute a waiver of such right.

18.6 Cumulative Remedies. The rights of the parties are cumulative, and no exercise or enforcement by a party of any right or remedy under this Agreement shall preclude the exercise or enforcement by that party of any other right or remedy in this Agreement, or to which it is entitled by applicable law.

18.7 Severability. The parties intend that (i) if any provision of this Agreement is held by an arbitrator or court to be unenforceable, then that provision be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded, and (ii) if an unenforceable provision is modified or disregarded, then the rest of this Agreement will remain in effect as written.

18.8 Governing Law. The laws of the state of Georgia (without giving effect to its principles of conflicts of law) govern all adversarial proceedings between the parties. The parties agree that any Georgia law for the protection of franchisees or business opportunity purchasers will not apply unless its jurisdictional requirements are met independently without reference to this Section 18.8.

18.9 Notices. Any notice will be effective under this Agreement only if made in writing and delivered as set forth in this Section to: (A) if to Franchisee, addressed to Franchisee at the notice address set forth in the Summary Page; and (B) if to GrassRoots Franchise, addressed to 100 Holt Drive, Acworth, Georgia 30101. Any party may designate a new address for notices by giving notice of the new address pursuant to this Section. Notices must be: (1) delivered personally; (2) sent by registered or certified U.S. mail with return receipt requested; or (3) sent via overnight courier. Notices will be effective upon the earlier of: (i) receipt by the recipient, (ii) first rejection by the recipient, (iii) three business days after mailing if sent via registered or certified mail; or (iv) the next business day after mailing if sent via overnight courier. Notwithstanding the foregoing, GrassRoots Franchise may amend the Manual, give binding notice of changes to System Standards, and deliver notices of default by electronic mail or other electronic communication, in which case notice would be effective on Franchisee upon the delivery of the electronic mail or other electronic communication.

18.10 Force Majeure. If either party is unable to perform an obligation due to riots, terrorist act, war, disaster (such as an earthquake, hurricane, or tornado), health emergency (such as epidemics, pandemic, and quarantines), or any other act of God or nature beyond the reasonable control of such party (a "Force Majeure"), such party's performance of the obligation shall be excused for so long as the Force Majeure exists, but not longer than 180 days. This section shall not excuse a party's obligation to make a payment owed under this Agreement.

18.11 Holdover. If Franchisee continues operating the Business after the expiration of the term without a renewal agreement or successor franchise agreement executed by the parties in accordance with Section 3.2, then at any time thereafter (regardless of any communication or course of dealing by GrassRoots Franchise), GrassRoots Franchise may determine that (a) this Agreement expired as of the date of expiration with Franchisee then operating the Business without a license to do so and in violation of GrassRoots Franchise's rights or (b) this Agreement continues on an interim basis until 30 days after one party notifies the other party of termination (the "Interim Period"), in which case all of Franchisee's obligations hereunder remain in full force and effect during the Interim Period as if this Agreement had not expired, and all obligations and restrictions imposed at the expiration of this Agreement will take effect upon termination of the Interim Period.

18.12 Joint and Several Liability. If two or more people sign this Agreement as "Franchisee", each will have joint and several liability.

18.13 No Offer and Acceptance. Delivery of a draft of this Agreement to Franchisee by GrassRoots Franchise does not constitute an offer. This Agreement shall not be effective unless and until it is executed by both Franchisee and GrassRoots Franchise.

[*Signatures on next page*]

Agreed to by:

FRANCHISOR:

GRASSROOTS TURF FRANCHISE, LLC

By: _____
Name: _____
Title: _____
Date: _____

FRANCHISEE:

[*if an individual:*]

_____
Name: _____
Date: _____

[*if an entity:*]

_____

By: _____
Name: _____
Title: _____
Date: _____

(*Check if applicable*) At the same time as the parties execute this Agreement, they are also executing a Rider to Franchise Agreement pursuant to:

_____ Illinois
_____ Indiana
_____ Maryland
_____ Minnesota
_____ New York
_____ North Dakota
_____ Ohio
_____ Rhode Island
_____ Washington

Attachment 1 to Franchise Agreement

OWNERSHIP INFORMATION

1. Form of Ownership. Franchisee is a (check one):

_____ *Sole Proprietorship*
_____ *Partnership*
_____ *Limited Liability Company*
_____ *Corporation*

State: _____

2. Owners. If Franchisee is a partnership, limited liability company or corporation:

Name	Shares or Percentage of Ownership

3. Officers. If Franchisee is a limited liability company or corporation:

Name	Title

Attachment 2 to Franchise Agreement

GUARANTY AND NON-COMPETE AGREEMENT

This Guaranty and Non-Compete Agreement (this "Guaranty") is executed by the undersigned person(s) (each, a "Guarantor") in favor of GrassRoots Turf Franchise, LLC, a Georgia limited liability company ("GrassRoots Franchise").

Background Statement: _____ ("Franchisee") desires to enter into a Franchise Agreement with GrassRoots Franchise for the franchise of a GrassRoots Turf business (the "Franchise Agreement"; capitalized terms used but not defined in this Guaranty have the meanings given in the Franchise Agreement). Guarantor owns an equity interest in Franchisee. Guarantor is executing this Guaranty in order to induce GrassRoots Franchise to enter into the Franchise Agreement.

Guarantor agrees as follows:

1. Guaranty. Guarantor hereby unconditionally guarantees to GrassRoots Franchise, its affiliates, and their successors and assigns that Franchisee shall pay and perform every undertaking, agreement and covenant set forth in the Franchise Agreement and further guarantees every other liability and obligation of Franchisee to GrassRoots Franchise and its affiliates, whether or not contained in the Franchise Agreement. Guarantor shall render any payment or performance required under the Franchise Agreement or any other agreement between Franchisee and GrassRoots Franchise or its affiliates upon demand from GrassRoots Franchise. Guarantor waives (a) acceptance and notice of acceptance by GrassRoots Franchise of this Guaranty; (b) notice of demand for payment of any indebtedness or nonperformance of any obligations of Franchisee; (c) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed; (d) any right Guarantor may have to require that an action be brought against Franchisee or any other person or entity as a condition of liability hereunder; (e) all rights to payments and claims for reimbursement or subrogation which any of the undersigned may have against Franchisee arising as a result of the execution of and performance under this Guaranty by the undersigned; (f) any law which requires that GrassRoots Franchise make demand upon, assert claims against or collect from Franchisee or any other person or entity (including any other guarantor), foreclose any security interest, sell collateral, exhaust any remedies or take any other action against Franchisee or any other person or entity (including any other guarantor) prior to making any demand upon, collecting from or taking any action against the undersigned with respect to this Guaranty; and (g) any and all other notices and legal or equitable defenses to which Guarantor may be entitled.

2. Confidential Information. With respect to all Confidential Information Guarantor shall (a) adhere to all security procedures prescribed by GrassRoots Franchise for maintaining confidentiality, (b) disclose such information to its employees only to the extent necessary for the operation of the Business, (c) not use any such information in any other business or in any manner not specifically authorized or approved in writing by GrassRoots Franchise, (d) exercise the highest degree of diligence and make every effort to maintain the confidentiality of all such information during and after the term of the Franchise Agreement, (e) not copy or otherwise reproduce any Confidential Information, and (f) promptly report any unauthorized disclosure or

use of Confidential Information. Guarantor acknowledges that all Confidential Information is owned by GrassRoots Franchise or its affiliates (except for Confidential Information which GrassRoots Franchise licenses from another person or entity). Guarantor acknowledges that all customer data collected or generated by the Business and all data collected or generated by the primary software system (other than data regarding employees) is Confidential Information belonging to GrassRoots Franchise. This Section will survive the termination or expiration of the Franchise Agreement indefinitely. Nothing in this Section or elsewhere in this Guaranty or the Franchise Agreement shall be deemed to limit or prohibit Guarantor from communicating about potential law violations with the Federal Trade Commission or other government agency acting within its statutory mandate.

3. Covenants Not to Compete.

(a) Restriction - In Term. During the term of the Franchise Agreement, Guarantor shall not directly or indirectly have any ownership interest in, lend money or provide financial assistance to, provide any services to, or be employed by, any Competitor.

(b) Restriction – Post Term. For two years after the Franchise Agreement expires or is terminated for any reason (or, if applicable, for two years after a Transfer by Guarantor), Guarantor shall not directly or indirectly have any ownership interest in, lend money or provide financial assistance to, provide any services to, or be employed by, any Competitor located or operating within five miles of Franchisee's Territory or of the territory of any other GrassRoots Turf business operating on the date of expiration, termination, or transfer, as applicable.

(c) Interpretation. Guarantor agrees that each of the foregoing covenants is independent of any other covenant or provision of this Guaranty or the Franchise Agreement. If all or any portion of the covenants in this Section is held to be unenforceable or unreasonable by any court or arbitrator, then the parties intend that the court or arbitrator modify such restriction to the extent reasonably necessary to protect the legitimate business interests of GrassRoots Franchise. Guarantor agrees that the existence of any claim it or Franchisee may have against GrassRoots Franchise shall not constitute a defense to the enforcement by GrassRoots Franchise of the covenants of this Section. If Guarantor fails to comply with the obligations under this Section during the restrictive period, then the restrictive period will be extended an additional day for each day of noncompliance.

4. Modification. Guarantor also agrees that no modification, extension, or indulgence granted to Franchisee (including any amendment or modification of the Franchise Agreement) shall release Guarantor from or otherwise affect this Guaranty, and that this Guaranty shall continue in full force and effect as to any renewal, extension, amendment, or modification of the Franchise Agreement. In addition, Guarantor agrees that Guarantor's liability hereunder shall not be diminished, relieved, or otherwise affected by any extension of time, credit, or other indulgence which GrassRoots Franchise may from time-to-time grant to Franchisee or to any other person or entity, or by the acceptance of any partial payment or performance or the compromise or release of any claims.

5. Governing Law; Dispute Resolution. This Guaranty shall be governed by and construed in accordance with the laws of the state of Georgia (without giving effect to its principles of

conflicts of law). The parties agree that any Georgia law for the protection of franchisees or business opportunity purchasers will not apply unless its jurisdictional requirements are met independently without reference to this Section 5. The provisions of Article 17 (Dispute Resolution) of the Franchise Agreement apply to and are incorporated into this Guaranty as if fully set forth herein. Guarantor shall pay to GrassRoots Franchise and its affiliates all costs incurred by GrassRoots Franchise or its affiliates (including reasonable attorney fees) in enforcing this Guaranty. If multiple Guarantors sign this Guaranty, each will have joint and several liability.

Agreed to by:

_____

Name: _____

Address: _____

_____

_____

Date: _____

_____

Name: _____

Address: _____

_____

_____

Date: _____

_____

Name: _____

Address: _____

_____

_____

Date: _____

Attachment 3 to Franchise Agreement

CONDITIONAL ASSIGNMENT OF BRAND ACCOUNTS

This Assignment of Brand Accounts (this "Assignment") is executed by the undersigned ("Franchisee") in favor of GrassRoots Turf Franchise, LLC, a Georgia limited liability company ("GrassRoots Franchise").

Background Statement: GrassRoots Franchise and Franchisee are parties to a Franchise Agreement pursuant to which GrassRoots Franchise granted Franchisee a license to operate a GrassRoots Turf franchised business (the "Business"). GrassRoots Franchise or its affiliates are the sole owner of the GrassRoots Turf brand and all names, logos, trademarks, service marks, and other intellectual property associated therewith. To protect GrassRoots Franchise's interest in and control of GrassRoots Turf, Franchisee acknowledges and agrees that GrassRoots Franchise has the right to control all telephone numbers, directory listings, and internet marketing accounts related to GrassRoots Turf.

Franchisee agrees as follows:

1. Conditional Assignment. Franchisee hereby assigns to GrassRoots Franchise (or its designee) all of Franchisee's rights, title, and interest in and to all telephone numbers, directory listings, email accounts, websites, social media accounts, and all other accounts and profiles for advertising and marketing on the internet or any electronic communications network ("Brand Accounts") associated with GrassRoots Turf and registered by Franchisee from time to time in connection with the operation of Franchisee's Business, such assignment to be effective upon (a) termination or expiration of the Franchise Agreement, or (b) notice from GrassRoots Franchise to Franchisee, at which time GrassRoots Franchise will have the right to assume ownership of any one or all Brand Accounts.

2. Transfer or Deletion. Franchisee hereby authorizes the service provider of each Brand Account (the "Provider") to transfer the Brand Account to GrassRoots Franchise (or its designee) or to delete the Brand Account upon the written instruction of GrassRoots Franchise. Franchisee hereby grants GrassRoots Franchise an irrevocable limited power of attorney on behalf of Franchisee to direct any Provider to transfer or delete a Brand Account. In such an event, Franchisee will have no further right, title or interest in the Brand Account but will remain liable to the Provider for all past due fees owing to the Provider on or before the date on which the assignment is effective. GrassRoots Franchise will have no liability or obligation of any kind to a Provider arising prior to the effective date of transfer or deletion. Franchisee agrees to take all reasonable steps necessary to effectuate the transfer or deletion (as determined by GrassRoots Franchise) of each Brand Account.

[*Signatures on next page*]

Executed by:

FRANCHISEE:

[*if an individual:*]

_____
Name: _____
Date: _____

[*if an entity:*]

_____

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT C

CUSTOMER SERVICE CENTER AGREEMENT

GrassRoots Turf Franchise, LLC ("Franchisor") and the undersigned franchisee ("Franchisee") agree as follows:

1. Services. Franchisor will operate a customer service center for franchisees of GrassRoots Turf (the "Customer Service Center"). Franchisor will bear all costs and expenses of the Customer Service Center. The Customer Service Center will provide services determined by Franchisor for handling communications with potential new customers and with existing customers of Franchisee, such as receiving inbound phone or website inquiries from potential new customers, providing cost estimates to potential customers, assisting customers in signing up for service, following up on new customer inquiries, and receiving complaints. Franchisee will handle all scheduling directly. Franchisor will operate the Customer Service Center for such hours as it deems appropriate.

2. Initial Free Period. Franchisor will provide the Customer Service Center without charge during the calendar month in which Franchisee first opens for business, and for the next two calendar months thereafter (the "Initial Period").

3. Monthly Fee. After the Initial Period, Franchisee will pay for the Customer Service Center as follows:

Number of Customers	Monthly Fee
1 - 250	$1,000
251 - 500	$1,500
501 - 600	$1,600
601 - 700	$1,700
701 - 800	$1,800
Each additional 100	Additional $100

4. Commission. In addition to the fees specified above:

(a) Program Sales. For all program sales (TMP, OMP, MSQ, MFT) generated by the Customer Service Center, Franchisee will pay a commission to Franchisor equal to 2.5% of the sale price. Franchisor will invoice Franchisee each month for program sales in the prior calendar month, based on the sold date.

(b) Beneficial Sales. For all beneficial sales (which are services invoiced at the time of production) generated by the Customer Service Center, Franchisee will pay a commission to Franchisor equal to 2.5% of the sale price. Franchisor will invoice Franchisee on the first calendar month of each fiscal quarter for beneficial sales in the prior fiscal quarter.

5. Payment Terms. The monthly fee is due in advance by the 7th day of each calendar month. The amount of the fee for a given month is determined by the number of customers Franchisee had on the last day of the preceding month. Not more than once per year, Franchisor may reasonably increase the monthly fee to reflect its costs of operating the Customer Service Center, overhead, and other factors. Franchisor will give at least 60 days' notice before any such increase.

6. Miscellaneous. This agreement will automatically end upon the expiration or termination of the Franchise Agreement between Franchisor and Franchisee. Franchisor may terminate this Agreement at any time after at least 90 days' notice to Franchisee. Franchisee does not have the right to terminate this Agreement except with the written consent of Franchisor. The laws of the State of Georgia (without giving effect to its principles of conflicts of law) govern all adversarial proceedings between the parties. Franchisor's liability to Franchisee for failing to properly operate the Customer Service Center will be limited to Franchisee's actual lost revenue from specifically identified customers which losses are proven by Franchisee to arise from Franchisor's failure. The provisions of Section 4.10 (Payment Terms), Article 17 (Dispute Resolution) and Article 18 (Miscellaneous) of the Franchise Agreement between Franchisor and Franchisee apply to and are incorporated into this Agreement as if fully set forth herein.

Agreed to by:

FRANCHISOR:

GRASSROOTS TURF FRANCHISE, LLC

By: _____
Name: _____
Title: _____
Date: _____

FRANCHISEE:

[*if an individual:*]

_____
Name: _____
Date: _____

[*if an entity:*]

_____

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT D

RIDER TO LEASE AGREEMENT

Landlord: _____
Notice Address: _____
_____
_____
Telephone: _____

Franchisor: GrassRoots Turf Franchise, LLC
Notice Address: 100 Holt Drive, Acworth GA 30101
Telephone: 770-917-8200

Tenant: _____

Leased Premises: _____

1. Use. Tenant is a franchisee of Franchisor. The Leased Premises shall be used only for the operation of a GrassRoots Turf business (or any name authorized by Franchisor).

2. Notice of Default and Opportunity to Cure. Landlord shall provide Franchisor with copies of any written notice of default ("Default") given to Tenant under the Lease, and Landlord grants to Franchisor the option (but not the obligation) to cure any Default under the Lease (should Tenant fail to do so) within 10 days after the expiration of the period in which Tenant may cure the Default.

3. Termination of Lease. Landlord shall copy Franchisor on any notice of termination of the Lease. If Landlord terminates the Lease for Tenant's Default, Franchisor shall have the option to enter into a new Lease with Landlord on the same terms and conditions as the terminated Lease. To exercise this option, Franchisor must notify Landlord within 15 days after Franchisor receives notice of the termination of the Lease.

4. Termination of Franchise Agreement. If the Franchise Agreement between Franchisor and Tenant is terminated during the term of the Lease, then upon the written request of Franchisor, Tenant shall assign the Lease to Franchisor. Landlord hereby consents to the assignment of the Lease to Franchisor.

5. Assignment and Subletting. Notwithstanding any provision of the Lease to the contrary, Tenant shall have the right to assign or sublet the Lease to Franchisor, provided that no such assignment or sublease shall relieve Tenant or any guarantor of liability under the Lease unless otherwise agreed by Landlord. If Franchisor becomes the lessee of the Leased Premises, then Franchisor shall have the right to assign or sublease its lease to a franchisee of the GrassRoots Turf brand.

6. Authorization. Tenant authorizes Landlord and Franchisor to communicate directly with each other about Tenant and Tenant's business.

7. Right to Enter. Upon the expiration or termination of the Franchise Agreement or the Lease, or the termination of Tenant's right of possession of the Leased Premises, Franchisor

or its designee may, after giving reasonable prior notice to Landlord, enter the Leased Premises to remove signs and other material bearing Franchisor's brand name, trademarks, and commercial symbols, provided that Franchisor will be liable to Landlord for any damage Franchisor or its designee causes by such removal.

8. No Liability. By executing this Rider, Franchisor does not assume any liability with respect to the Leased Premises or any obligation as Tenant under the Lease.

Executed by:

LANDLORD:

_____

By: _____
Name: _____
Title: _____
Date: _____

TENANT:

_____

By: _____
Name: _____
Title: _____
Date: _____

FRANCHISOR:

GRASSROOTS TURF FRANCHISE, LLC

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT E

FORM OF GENERAL RELEASE

[*This is our current standard form of General Release. This document is not signed when you purchase a franchise. In circumstances such as a renewal of your franchise or as a condition of our approval of a sale of your franchise, we may require you to sign a general release.*]

This General Release ("Release") is executed by the undersigned ("Releasor") in favor of GrassRoots Turf Franchise, LLC, a Georgia limited liability company ("GrassRoots Franchise").

Background Statement: [describe circumstances of Release]

Releasor agrees as follows:

1. Release. Releasor (on behalf of itself and its parents, subsidiaries and affiliates and their respective past and present officers, directors, shareholders, managers, members, partners, agents, and employees (collectively, the "Releasing Parties")) hereby releases GrassRoots Franchise, its affiliates, and their respective directors, officers, shareholders, employees, franchise sellers, and agents (collectively, the "Released Parties") from any and all claims, causes of action, suits, debts, agreements, promises, demands, liabilities, contractual rights and/or obligations, of whatever nature, known or unknown, which any Releasing Party now has or ever had against any Released Party based upon and/or arising out of events that occurred through the date hereof, including without limitation, anything arising out of the Franchise Agreement (collectively, "Claims").

2. Covenant Not to Sue. Releasor (on behalf of all Releasing Parties) covenants not to initiate, prosecute, encourage, assist, or (except as required by law) participate in any civil, criminal, or administrative proceeding or investigation in any court, agency, or other forum, either affirmatively or by way of cross-claim, defense, or counterclaim, against any Released Party with respect to any Claim.

3. Representations and Acknowledgments. Releasor represents and warrants that: (i) Releasor is the sole owner of all Claims, and that no Releasing Party has assigned or transferred, or purported to assign or transfer, to any person or entity, any Claim; (ii) Releasor has full power and authority to sign this Release; and (iii) this Release has been voluntarily and knowingly signed after Releasor has had the opportunity to consult with counsel of Releasor's choice. Releasor acknowledges that the release in Section 1 is a complete defense to any Claim.

4. Miscellaneous. If any of the provisions of this Release are held invalid for any reason, the remainder of this Release will not be affected and will remain in full force and effect. In the event of any dispute concerning this Release, the dispute resolution, governing law, and venue provisions of the Franchise Agreement shall apply. Releasor agrees to take any actions and sign any documents that GrassRoots Franchise reasonably requests to effectuate the purposes of this Release. This Release contains the entire agreement of the parties concerning the subject matter hereof.

5. State Addenda.

[Maryland Residents]: This Release shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

[Washington Residents]: A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the franchise agreement is in effect and where the parties are represented by independent counsel.

_____

Name: _____

Date: _____

EXHIBIT F

FINANCIAL STATEMENTS

GrassRoots Turf Franchise LLC

(A Limited Liability Company)

Independent Auditor's Report and Audited Financial Statements

As of and for the Years Ended December 31, 2024 and 2023

Table of Contents

As of and for the Years Ended December 31, 2024 and 2023

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Statements of Operations and Changes in Member's Equity 5

Statements of Cash Flows 6

Notes to the Financial Statements 7

COSURGE

d/b/a CoSurge, CPAs

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Buford, GA 30519
770.712.3706

4350 Pablo Professional Ct
Jacksonville, FL 32224
904.707.3595

PO Box 422
Taylors, SC 29687
770.570.0301

Independent Auditor's Report

To the Member and Management of
GrassRoots Turf Franchise LLC
Acworth, Georgia

Opinion

We have audited the accompanying financial statements of GrassRoots Turf Franchise LLC (the Company), which comprise the balance sheets as of December 31, 2024 and 2023 and the related statements of operations and changes in member's equity and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2024 and 2023 and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the 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 audit opinion.

Responsibilities of Management for the Financial Statements

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

In preparing the 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 within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's 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 U.S. 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, including omissions, 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 financial statements.

In performing an audit in accordance with U.S. GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the 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 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 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.

CoSurge LLC
Buford, Georgia
May 9, 2025

GrassRoots Turf Franchise LLC
Balance Sheets
As of December 31, 2024 and 2023

	2024	2023
Assets		
Current assets:		
Cash	$ 88,647	$ 46,168
Accounts receivable, net	40,875	62,288
Current portion of contract assets	21,456	18,561
Prepaid expenses	9,500	-
Total Current Assets	160,478	127,017
Noncurrent assets:		
Property and equipment, net	21,751	26,129
Contract assets, net of current portion	117,051	111,246
Total noncurrent assets	138,802	137,375
Total assets	299,280	264,392
Liabilities and Member's Equity		
Current liabilities:		
Accounts payable and accrued expenses	8,375	34,731
Due to related party	122,266	122,013
Current portion of note payable	7,727	7,366
Current portion of contract liabilities	11,087	10,269
Total current liabilities	149,455	174,379
Long-term liabilities:		
Note payable, net of current portion	3,372	11,094
Contract liabilities, net of current portion	57,057	60,235
Total long-term liabilities	60,429	71,329
Total liabilites	209,884	245,708
Member's equity	89,396	18,684
Total liabilities and member's equity	$ 299,280	$ 264,392

See accompanying notes to the financial statements

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GrassRoots Turf Franchise LLC

Statements of Operations and Changes in Member's Equity

For the Years Ended December 31, 2024 and 2023

	2024	2023
Revenues:		
Initial franchise fees	$ 51,860	$ 41,045
Franchise royalty fees	297,750	243,002
Marketing fees	49,625	39,595
Customer service center fees	221,900	189,600
Reimbursed expenses	115,576	95,684
Other income	35,029	45,554
Total revenues	771,740	654,480
General and administrative expenses	701,028	715,075
Net Income (loss)	70,712	(60,595)
Member's equity at beginning of period	18,684	79,279
Member's equity at end of period	$ 89,396	$ 18,684

See accompanying notes to the financial statements

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GrassRoots Turf Franchise LLC

Statements of Cash Flows

For the Years Ended December 31, 2024 and 2023

	2024	2023
Cash Flows From Operating Activities		
Cash received from initial franchise fees	$ 49,500	$ 49,500
Cash received from franchise royalty fees	292,599	240,420
Cash received from marketing royalty fees	48,765	39,166
Cash received from customer service center fees	221,900	189,600
Cash received from franchisee expense reimbursements	142,999	84,986
Cash received from other sources	35,029	45,554
Cash paid for sales commissions	(28,950)	(20,088)
Cash paid for management fees to the Related Party	(343,841)	(200,848)
Cash paid to service providers and vendors	(367,400)	(437,526)
Cash paid for interest expense	(756)	(1,097)
Net Cash provided by (used in) operating activities	49,845	(10,333)
Cash Flows from Financing Activities		
Principal payments on note payable	(7,366)	(7,020)
Net cash used in financing activities	(7,366)	(7,020)
Net Increase (Decrease) in Cash	42,479	(17,353)
Cash, beginning of year	46,168	63,521
Cash, end of Year	88,647	46,168
Reconciliation of net income (loss) to Net Cash Provided by Operating Activities		
Net income (loss)	70,712	(60,595)
Contract liabilities earned	(13,542)	(12,073)
Amortization of contract assets	20,250	28,680
Depreciation	4,378	4,751
Adjustments to reconcile net income to net cash Provided by (used in) operating activities:		
Accounts receivable	21,413	(13,709)
Prepaid expenses	(9,500)	1,821
Contract assets	(28,950)	(20,088)
Accounts payable and accrued expenses	(26,351)	10,562
Due to the related party	253	29,790
Contract liabilities	11,182	20,528
Net Cash Provided by (Used in) Operating Activities	$ 49,845	$ (10,333)

See accompanying notes to the financial statements

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GrassRoots Turf Franchise LLC
Notes to the Financial Statements
For the Years ended December 31, 2024 and 2023

1. DESCRIPTION OF BUSINESS

GrassRoots Turf Franchise LLC (the Company) was formed on May 31, 2018 under the Georgia Limited Liability Company Act.

The Company is a franchisor that grants franchise agreements to businesses (Collectively, the franchisees) at locations approved by the Company. Under the terms of the franchise agreements, franchisees sell weed control, tree and shrub care, liquid aeration, and mosquito control services to consumers and businesses under the trade name GrassRoots Turf.

A summary of franchisee activity by reporting period follows:

	Owners	Locations	Active and Operational
Franchisees at December 31, 2022	12	19	19
2023 additions	1	2	2
2023 terminations	(1)	(1)	(1)
Franchisees at December 31, 2023	12	20	20
2024 additions	1	1	1
Franchisees at December 31, 2024	13	21	21

The Company's affiliate, GrassRoots Tree and Turf Care, Inc. (the Related Party) has operated GrassRoots Turf in Acworth, GA since October 2002. This affiliate has the same business address as the Company and is not a franchisee.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The Company's financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP). The Financial Accounting Standards Board (FASB) provides authoritative guidance regarding U.S. GAAP through the Accounting Standards Codification (ASC) and related Accounting Standards Updates (ASUs).

Estimates and Assumptions

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

Significant estimates underlying the accompanying financial statements include the application of guidance for revenue recognition, contract assets and liabilities.

Cash and Cash Equivalents

Cash and cash equivalents include cash and checking and savings accounts. At times, cash balances may exceed federally insured amounts. As of December 31, 2024 and 2023, the Company's cash balances did not exceed federally insured amounts. The Company has not experienced any losses in such accounts and management believes it is not exposed to any significant credit risk. The Company would consider instruments purchased with a maturity date of less than 3 months, at the time of purchase, as a cash equivalent.

Accounts Receivable

Accounts receivable, which consist of amounts owed to the Company related to initial franchise fees, franchise royalty fees, marketing fees, customer service center fees, and reimbursable expenses, are recorded at the amounts billed to the franchisees less an estimated allowance for bad debt expense and charge backs. The Company uses a specific reserve methodology to calculate an allowance for doubtful accounts. The Company has determined that no allowance for doubtful accounts or chargebacks was required as of December 31, 2024 and 2023.

Contract Assets

The Company capitalizes certain incremental costs to obtain customer contracts, and certain costs to fulfill contracts pursuant to ASC 340 – Other Assets and Deferred Cost; accordingly, amounts spent on franchise sales commission, referral fees, and broker fees, when applicable, are recorded as contract assets upon signing of the franchise agreement and the corresponding payment and amortized over the life of the franchise agreements.

Property and Equipment

The Company's capitalization policy is to capitalize, at cost, property and equipment with a purchase price more than $1,000 and which has a useful life greater than one year.

Maintenance and repairs, which do not improve or extend the life of the respective assets are expensed currently. Property items retired, or otherwise disposed of, are eliminated from the asset and accumulated depreciation accounts, and gains or losses from disposals are included in the statement of operations and the statement of cash flows.

Depreciation is provided over the estimated useful lives of the individual assets using the straight-line method with a half year convention as follows: vehicles, 8 years.

Intangibles

Cost incurred to acquire or develop intangible assets would be capitalized and amortized on a basis that approximates economic use. Costs incurred to renew or extend the term of a recognized intangible asset are capitalized and amortized over the renewed or extended term.

On March 18, 2020, the Company entered into a nonexclusive, royalty-free license agreement with the related party for intangibles owned, developed, and acquired by the related affiliate, such as trademarks, symbols, service marks, logos, trade secrets, domain names, software, copyrights, confidential and proprietary information, trade dress, and know-how. This agreement allows the Company the right to sue and license these intangibles in connection with the establishment and operation of franchisees and is perpetual unless terminated by the related affiliate for misuse or discontinuation of operation by the Company. No value has been assigned to this related party licensing agreement given that no monetary consideration was required of the Company.

Impairment

Long-lived assets, such as property and equipment, are reviewed for impairment when events or changes in business circumstances indicate that the carrying amount of the assets may not be recoverable. An impairment loss would be recognized when estimated undiscounted future cash flows expected to result from the use of these assets and its eventual disposition are less than its carrying amount. Impairment, if any, is assessed by using internally developed discounted cash flows estimates, quoted market prices, when available, and independent appraisals to determine fair value. The determination whether long-lived assets have become impaired involves a significant level of judgement in the assumptions underlying the approach used to determine the estimated future cash flows expected to result from the use of those assets. Changes in the Company's strategy, assumptions, and/or market conditions could significantly impact these judgements and require adjustments to recorded amounts of long-lived assets. No impairment triggering events were identified during 2024 and 2023.

Contract Liabilities

Franchise fees are recorded as contract liabilities and recognized as revenue in subsequent periods when earned.

As of December 31, 2023, the balance for amounts yet to be recognized for contracts with franchisees was $70,504. $10,269 of the amount remaining was recognized as revenue during 2024.

As of December 31, 2024, the balance for amounts yet to be recognized for contracts with franchisees was $68,144. All remaining revenue to be recognized pertains to contracts for franchises that have already opened their storefronts and have begun operations. The remaining balances must be amortized over the remaining length of each franchise agreement, which ranges from 56 – 116 months. Accordingly, $11,087 of the remaining revenue is classified as the current portion of contract liabilities, and $57,057 of the remaining revenue is classified as contract liabilities, net of the current portion.

Revenue Recognition

The Company recognizes revenue in a manner that depicts the transfer of promised goods or services to customers in an amount that reflects the consideration to which the Company expects to be entitled in exchange for those goods or services using a fivestep model.

Revenue from franchisees, which is primarily comprised of initial franchise fees, franchise royalty fees, marketing fees, customer service center fees, and reimbursed expenses is generated pursuant to a ten-year renewable contract between the Company and a franchisee.

Each franchisee is required to pay an initial franchise fee upon signing a franchise agreement. The Company offers discounts on initial franchise fees if a franchisee is a veteran or if a franchisee owns more than one location. A summary of initial franchisee fees in effect by reporting period follows:

	2024	2023
Initial franchise fees	$ 49,500	$ 39,500
Discounted initial franchise fees for franchisees that are veterans	-	31,600
Discounted initial franchise fees for franchisees with more than one location	34,650	27,650

As of December 31, 2023 and 2024, there were six franchisees that owned two locations each and one franchisee that owned three locations.

During 2023, one franchisee paid a transfer fee of $10,000 to the Company to purchase a location from a different franchisee.

The initial franchise fee obligates the Company to perform certain pre-opening services, such as assisting with site selection, providing a brand standards manual, providing training, review and advise the franchisee's business and market introduction plans, and provide lists and vendors of necessary staffing levels, equipment, and supplies. The Company has determined that these pre-opening services are distinct from the franchise license and has elected to recognize pre-opening services as a single performance obligation.

The Company has determined, based on the observable prices approach, that a portion of the initial franchise fees should be recognized in the month a franchisee opens for business and the remainder of the initial franchise fees should be recognized over the 10-year life of the franchise contract, as follows:

	2024	2023
One location franchisee located inside Georgia:		
Portion of initial franchise fee revenue recognized in the month that a franchisee opens for business	77%	73%
Portion of initial franchise fee revenue recognized over the 10-year life of the franchise contract	23%	27%
One location franchisee located outside Georiga:		
Portion of initial franchise fee revenue recognized in the month that a franchisee opens for business	83%	78%
Portion of initial franchise fee revenue recognized over the 10-year life of the franchise contract	17%	22%
Additional territories opened by an existing franchisee, regardless of location:		
Portion of initial franchise fee revenue recognized in the month that a franchisee opens for business	47%	55%
Portion of initial franchise fee revenue recognized over the 10-year life of the franchise contract	53%	45%
Additional existing territories purchased via transfer by an existing franchisee:		
Portion of initial franchise fee revenue recognized in the month that a franchisee opens for business	0%	0%
Portion of initial franchise fee revenue recognized over the 10-year life of the franchise contract	100%	100%

Initial franchisee fee revenue not yet recognized is included in the contract liability on the balance sheet until earned.

Franchise royalty fees

The franchise agreement stipulates monthly royalty fees based on 6% of the gross revenue of a franchisee and obligates the Company to ongoing services, such as general business advice, and assistance with hiring and training employees, establishing prices, and administrative procedures.

The Company recognizes franchise royalty fees by applying the sales and usage-based royalties exception, estimating the sales of services by franchisees when the service is executed, net of chargebacks.

Marketing fees

The franchise agreement stipulates monthly marketing fund contributions based on 1% of the gross revenue of a franchisee and obligates the Company to ongoing marketing services, such as producing media and advertisements, maintaining the brand website, and approve franchisee marketing plans and materials.

The Company has determined that it controls how marketing fund contributions are to be spent and that marketing services are performed at the brand level and not on an individual franchisee basis, or to solicit other franchisees; accordingly, the monies collected for marketing are recognized gross as part of revenue in the same manner as franchise royalty fees are recognized and advertising and marketing expenses are recognized as incurred.

Customer Service Center fees

The franchise agreement stipulates monthly customer service center fees, once operations begin, based on the number of customers that the franchisee serves and obligates the Company to ongoing services, such as receiving inbound phone or website inquiries in signing up for service, following up on new customer inquiries, receiving complaints, and any other customer communications.

The Company waives the customer service fees for the first three months of a franchisee's operations. Accordingly, the Company has determined that the first three months of customer service fee payments reduce the initial franchise fee, and recognizes the corresponding revenue over the first three months of operations.

Reimbursed expenses

Reimbursed expenses are expenses for goods and services received by franchisees that are paid for by the Company. Franchisees are invoiced for applicable expenses after costs are incurred by the Company. Accordingly, invoiced expenses are recognized as revenue in the period earned.

Other fees

Other fees, such as replacement/additional training fees, non-compliance fees, reimbursements, late fees, insufficient funds fees, costs of collection fees, breach of territory fees, special support fees, customer complain resolutions, records audits, special evaluation fees, non-compliance cure fees, transfer fees, liquidated damages, indemnity, and prevailing party legal costs are recognized as revenue in the period earned.

Income Taxes

The Company has elected under the Internal Revenue Code to be taxed as an S corporation. Accordingly, no provision for federal and state income taxes is necessary since income, losses and credits are reported on the member's individual income tax returns.

Pursuant to ASC 740, Income Taxes, which provides guidance for how uncertain tax positions should be recognized, measured, presented, and disclosed in financial statements, the Company evaluates its uncertain tax provisions using the provisions of FASB ASC 450, Contingencies. The Company only recognizes the tax benefit from an uncertain tax position taken or to be taken if the tax position is more likely than not to be sustained upon an examination, based on the technical merits of the position. Management has analyzed all federal tax positions and those for all state jurisdictions where the Company operates. Management believes that income tax positions would be sustained upon examination and does not anticipate that any adjustments would result in a material adverse effect on the Company's financial condition, results of operations or cash flows. Accordingly, the Company has not recorded any reserves, or related accruals for interest and penalties for uncertain tax positions at December 31, 2024 and 2023.

The Company is subject to routine audits by taxing jurisdictions; however, there are currently no audits for any tax periods in progress. The Company believes it is no longer subject to income tax examinations for years prior to 2021.

Member Distributions

Member distributions are recorded when declared. Management distributions totaled $0 during 2024 and 2023, respectively.

Advertising

The Company expenses advertising and marketing costs as incurred. Advertising and marketing expenses charged to operations and recorded in general and administrative expenses totaled $67,399 in 2024 and $186,293 in 2023, respectively.

Management Fee

Per the Franchise Agreement, the Company provided many services for and on the behalf of its franchises during the year, such as operating the customer service center. These services are performed in space owned by the Related Party and performed by employees of the Related Party. To reflect the value of the service and space that management receives, management calculates the percentage of the Company's customers served by the customer service center and multiplies that percentage against all applicable salary, rent, and utility costs paid by the Related Party. The Company expenses the management fee as incurred. The percentage and management fee charged to operations and recorded in general and administrative expenses totaled 53%, or $344,094 during 2024 an 50%, or $230,638 , during 2023.

3. PROPERTY AND EQUIPMENT

Property and equipment consists of the following at December 31, 2024 and 2023:

	2024	2023
Vehicles	$ 38,006	$ 38,006
Accumulated depreciation	(16,255)	(11,877)
Total	$ 21,751	$ 26,129

Depreciation totaled $4,378 in 2024 and $4,751 in 2023.

4. NOTE PAYABLE

In May 2021, the Company entered into an installment loan totaling $35,953. This loan carries interest at 4.79%, requires monthly principal and interest payments of $676 and is secured by the purchased vehicle. The note matures in June 2026.

A schedule of future principal payments at December 31, 2024 follows:

2025	$ 7,727
2026	3,372
Total future principal payments	$ 11,099

Interest expense related to this note totaled $756 and $1,097 for 2024 and 2023, respectively.

5. REVENUE DISAGGREGATION

A summary of disaggregated revenue by type follows:

	2024	2023
Types of revenue stream:		
• Initial franchise fees, earned at closing	$ 38,318	$ 28,972
• Initial franchise fees, earned monthly over contract	13,542	12,073
• 6% royalty fees earned monthly based on gross revenue of franchisees	297,750	243,002
• 1% advertising/marketing fee earned monthly based on gross revenue of franchisees	49,625	39,595
• Customer service center fees, earned monthly based on the number of customers that the franchisee serves	221,900	189,600
• Reimbursed expenses, earned as incurred	115,576	95,684
• Other revenue	35,029	45,554
Total Revenue	$ 771,740	$ 654,480

Timing of revenue recognition		
Recognized at a point in time	$ 758,198	$ 642,407
Transferred over time	13,542	12,073
Total Revenues	$ 771,740	$ 654,480

A summary of revenue by geography follows:

	2024	2023
Percentage of revenue by geography:		
Georgia	63.8%	69.7%
North Carolina	17.6%	19.5%
Mississippi	7.5%	6.7 %
Louisiana	5.3%	4.1%
Alabama	5.8%	0.0%
Total percentage of revenues	100%	100%

A summary of assets and liabilities from contracts with customers follows:

	2024	2023	2022
Accounts Receivable	$ 40,875	$ 62,288	$ 48,579
Contract asset, current	21,456	18,561	17,852
Contract asset, noncurrent	117,051	111,246	120,547
Contract liability, current	11,087	10,269	10,497
Contract liability, noncurrent	57,057	60,235	51,552

6. COMMITMENTS

According to the terms of signed agreements between the Company and its franchisees, the Company is obligated to support the franchisees as outlined in the franchise agreements.

The Company has signed agreements with various franchise brokers that obligates the Company to pay certain specified amounts if a broker refers an individual that signs a franchise agreement with the Company upon the signing of the franchise agreement.

7. MEMBER EQUITY

The terms of formation of the Company were specified by a limited liability company operating agreement. Pursuant to the operating agreement, the Company is managed by a manager. The operating agreement also contains provisions that limit, generally, the liability of members to their respective capital contributions. The Company will terminate at the discretion of the member or by provision of state law.

8. RELATED PARTY TRANSACTIONS

Following is a summary of related party balances and transactions for the years ended December 31, 2024 and 2023:

	2024	2023
Due to related party	$ 122,266	$ 122,013
Payments made to related party	$ 343,841	$ 200,848

9. SUBSEQUENT EVENTS

Management has evaluated subsequent events through May 09, 2025, which is the date on which the financial statements were available to be issued. In general, these events are recognized in the financial statements if the conditions existed at the date of the balance sheet but are not recognized if the conditions did not exist at the balance sheet date. The Company discloses non-recognized events if required to keep the financial statements from being misleading. There were no subsequent events identified by the Company for disclosure.

GrassRoots Turf Franchise LLC
(A Limited Liability Company)

Audited Financial Statements

As of and for the Years Ended December 31, 2023 and 2022

GrassRoots Turf Franchise LLC

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COSURGE

Independent Auditor's Report

To the Member and Management of
GrassRoots Turf Franchise LLC
Acworth, Georgia

Opinion

We have audited the accompanying financial statements of GrassRoots Turf Franchise LLC (the Company), which comprise the balance sheet as of December 31, 2023 and the related statement of operations and changes in member's equity and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2023 and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the 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 audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Other Matter

The financial statements of the Company for the year ended December 31, 2022 were audited by another auditor who expressed an unmodified opinion on those statements on April 3, 2023.

Responsibilities of Management for the Financial Statements

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

In preparing the 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 within one year after the date that the financial statements are available to be issued.

CoSurge LLC (dba CoSurge CPAs)

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Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's 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 U.S. 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, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement made by a reasonable user based on the financial statements.

In performing an audit in accordance with U.S. GAAS, we:

- Exercise professional judgement and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the 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 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 financial statements.
- Conclude whether, in our judgement, 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.

CoSurge LLC
April 2, 2024

GrassRoots Turf Franchise LLC

Balance Sheets
As of December 31, 2023 and 2022

Assets	2023	2022
Current assets:		
Cash	$ 46,168	$ 63,521
Accounts receivable	62,288	48,579
Current portion of contract assets	18,561	17,852
Prepaid expenses	-	1,821
Total current assets	127,017	131,773
Noncurrent assets:		
Property and equipment, net	26,129	30,880
Contract assets, net of current portion	111,246	120,547
Total noncurrent assets	137,375	151,427
Total assets	$ 264,392	$ 283,200
Liabilities and Member's Equity		
Current liabilities:		
Accounts payable and accrued expenses	$ 34,731	$ 24,169
Due to the Related Party	122,013	92,223
Current portion of note payable	7,366	7,031
Current portion of contract liabilities	10,269	8,497
Total current liabilites	174,379	131,920
Long-term liabilities:		
Note payable, net of current portion	11,094	18,449
Contract liabilities, net of current portion	60,235	53,552
Total long-term liabilites	71,329	72,001
Total liabilites	245,708	203,921
Member's equity	18,684	79,279
Total liabilities and member's equity	$ 264,392	$ 283,200

See accompanying notes to financial statements.

GrassRoots Turf Franchise LLC

Statements of Operations and Changes in Member's Equity
For the Years Ended December 31, 2023 and 2022

	2023	2022
Revenues:		
Initial franchise fees	$ 41,045	$ 47,385
Franchise royalty fees	243,002	192,936
Marketing fees	39,595	32,125
Customer service center fees	189,600	161,500
Reimbursed expenses	95,684	82,453
Other income	45,554	9,385
Total revenues	654,480	525,784
General and administrative expenses	715,075	535,046
Net loss	(60,595)	(9,262)
Member distribution	-	(26,913)
Member's equity at beginning of period	79,279	115,454
Member's equity at end of period	$ 18,684	$ 79,279

See accompanying notes to financial statements.

GrassRoots Turf Franchise LLC

Statements of Cash Flows
For the Years Ended December 31, 2023 and 2022

	2023	2022
Cash flows from operating activities:		
Cash provided by operating activities:		
Cash received from initial franchise fees	$ 49,500	$ 80,500
Cash received from franchise royalty fees	240,420	189,696
Cash received from marketing royalty fees	39,166	31,576
Cash received from customer service center fees	189,600	161,500
Cash received from franchisee expense reimbursements	84,986	65,179
Cash received from other sources	45,554	9,385
Cash used by operating activities:		
Cash paid for sales commissions	(20,088)	(34,752)
Cash paid for management fees to the Related Party	(200,848)	(184,546)
Cash paid to service providers and vendors	(437,526)	(320,102)
Cash paid for interest expense	(1,097)	(1,413)
Net Cash used in operating activities	(10,333)	(2,977)
Cash flows from financing activities:		
Principal payments on note payable	(7,020)	(6,703)
Member distribution	-	(26,913)
Net cash used in financing activities	(7,020)	(33,616)
Net decrease in cash	(17,353)	(36,593)
Cash, beginning of year	63,521	100,114
Cash, end of year	$ 46,168	$ 63,521

See accompanying notes to financial statements.

Reconciliation of net loss to net cash provided by operating activities:		
Net loss	$ (60,595)	$ (9,262)
Contract liabilities earned	(12,073)	(18,413)
Amortization of contract assets	28,680	38,860
Depreciation expense	4,751	4,751
Adjustments to reconcile net income to net cash provided by operating activities:		
Accounts receivable	(13,709)	24,437
Prepaid expenses	1,821	(1,821)
Contract assets	(20,088)	(34,752)
Accounts payable and accrued expenses	10,562	(12,805)
Due to the Related Party	29,790	-
Contract liabilities	20,528	6,028
Net cash used in operating activities	$ (10,333)	$ (2,977)

1. Description of Business

GrassRoots Turf Franchise LLC (the Company) was formed on May 31, 2018 under the Georgia Limited Liability Company Act.

The Company is a franchisor that grants franchise agreements to businesses (the franchisees) at locations approved by the Company. Under the terms of the franchise agreements, franchisees sell weed control, tree and shrub care, liquid aeration, and mosquito control services to consumers and businesses under the trade name GrassRoots Turf.

A summary of franchisee activity by reporting period follows:

	Owners	Locations	Operational
Franchisees at December 31, 2021	11	18	15
2022 additions	1	1	4
2022 terminations	-	-	-
Franchisees at December 31, 2022	12	19	19
2023 additions	1	2	2
2023 terminations	(1)	(1)	(1)
Franchisees at December 31, 2023	12	20	20

The Company's affiliate, GrassRoots Tree and Turf Care, Inc. (the Related Party) has operated GrassRoots Turf in Acworth, GA since October 2002. This affiliate has the same business address as the Company and is not a franchisee.

2. Summary of Significant Accounting Policies

Basis of Presentation

The Company's financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP). The Financial Accounting Standards Board (FASB) provides authoritative guidance regarding U.S. GAAP through the Accounting Standards Codification (ASC) and related Accounting Standards Updates (ASUs).

Estimates and Assumptions

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

Significant estimates underlying the accompanying financial statements include the application of guidance for revenue recognition, contract assets, and depreciation.

Cash

Cash includes cash and checking and savings accounts. At times, cash balances may exceed federally insured amounts. As of December 31, 2023 and 2022, the Company's cash balances did not exceed federally insured amounts. The Company has not experienced any losses in such accounts and management believes it is not exposed to any significant credit risk.

Accounts Receivable

Accounts receivable, which consist of amounts owed to the Company related to initial franchise fees, franchise royalty fees, marketing fees, customer service center fees, and reimbursable expenses, are recorded at the amounts billed to the franchisees less an estimated allowance for bad debt expense and charge backs. The Company has determined that no allowance for doubtful accounts or chargebacks was required as of December 31, 2023 and 2022.

Contract Assets

The Company capitalizes certain incremental costs to obtain customer contracts, and certain costs to fulfill contracts pursuant to ASC 340 – *Other Assets and Deferred Cost*; accordingly, amounts spent on franchise sales commission, referral fees, and broker fees, when applicable, are recorded as contract assets upon signing of the franchise agreement and amortized over the life of the franchise agreements.

Property and Equipment

The Company's capitalization policy is to capitalize, at cost, property and equipment with a purchase price more than $1,000 and which has a useful life greater than one year.

Maintenance and repairs, which do not improve or extend the life of the respective assets are expensed currently. Property items retired, or otherwise disposed of, are eliminated from the asset and accumulated depreciation accounts, and gains or losses from disposals are included in the statement of operations and the statement of cash flows.

Depreciation is provided over the estimated useful lives of the individual assets using the straight-line method with a half year convention as follows: vehicles, 8 years.

Intangibles

Cost incurred to acquire or develop intangible assets would be capitalized and amortized on a basis that approximates economic use. Costs incurred to renew or extend the term of a recognized intangible asset are capitalized and amortized over the renewed or extended term.

On March 18, 2020, the Company entered into a nonexclusive, royalty-free license agreement with the related affiliate for intangibles owned, developed, and acquired by the related affiliate, such as trademarks, symbols, service marks, logos, trade secrets, domain names, software, copyrights, confidential and proprietary information, trade dress, and know-how. This agreement allows the Company the right to sue and license these intangibles in connection with the establishment and operation of franchisees and is perpetual unless terminated by the related affiliate for misuse or discontinuation of operation by the Company. No value has been assigned to this related party licensing agreement given that no monetary consideration was required of the Company.

Impairment

Long-lived assets, such as property and equipment, are reviewed for impairment when events or changes in business circumstances indicate that the carrying amount of the assets may not be recoverable. An impairment loss would be recognized when estimated undiscounted future cash flows expected to result from the use of these assets and its eventual disposition are less than its carrying amount. Impairment, if any, is assessed by using internally developed discounted cash flows estimates, quoted market prices, when available, and independent appraisals to determine fair value. The determination whether long-lived assets have become impaired involves a significant level of judgement in the assumptions underlying the approach used to determine the estimated future cash flows expected to result from the use of those assets. Changes in the Company's strategy, assumptions, and/or market conditions could significantly impact these judgements and require adjustments to recorded amounts of long-lived assets. No impairment triggering events were identified during 2023 and 2022.

Contract Liabilities

Franchise fees are recorded as contract liabilities and recognized as revenue in subsequent periods when earned.

As of December 31, 2022, the balance for amounts yet to be recognized for contracts with franchisees was $62,049. $8,497 of the amount remaining was recognized as revenue during 2023.

As of December 31, 2023, the balance for amounts yet to be recognized for contracts with franchisees was $70,504. All remaining revenue to be recognized pertains to contracts for franchises that have already opened their storefronts and have begun operations. The remaining balances must be amortized over the remaining length of each franchise agreement, which ranges from 68 – 119 months. Accordingly, $10,269 of the remaining revenue is classified as the current portion of contract liabilities, and $60,235 of the remaining revenue is classified as contract liabilities, net of the current portion.

Revenue Recognition

The Company recognizes revenue in a manner that depicts the transfer of promised goods or services to customers in an amount that reflects the consideration to which the Company expects to be entitled in exchange for those goods or services using a five-step model.

Revenue from franchisees, which is primarily comprised of initial franchise fees, franchise royalty fees, marketing fees, customer service center fees, and reimbursed expenses is generated pursuant to a ten-year renewable contract between the Company and a franchisee.

Initial Franchise fees

Each franchisee is required to pay an initial franchise fee upon signing a franchise agreement. The Company offers discounts on initial franchise fees if a franchisee is a veteran or if a franchisee owns more than one location. A summary of initial franchisee fees in effect by reporting period follows:

	2023	2022
Initial franchise fees	$ 39,500	$ 39,500
Discounted initial franchise fees for franchisees that are veterans	31,600	31,600
Discounted initial franchise fees for franchisees with more than one location	27,650	27,650

As of December 31, 2022, there were seven franchisees that owned two locations each. As of December 31, 2023, there were six franchisees that owned two locations each and one franchisee that owned three locations.

During 2023, one franchisee paid a transfer fee of $10,000 to the Company to purchase a location from a different franchisee.

During 2022, the Company sold one franchise for the 2021 initial franchise fee cost since discussions with the franchisee began prior to the implementation of the increase in initial franchise fees.

The initial franchise fee obligates the Company to perform certain pre-opening services, such as assisting with site selection, providing a brand standards manual, providing training, review and advise the franchisee's business and market introduction plans, and provide lists and vendors of necessary staffing levels, equipment, and supplies. Pursuant to ASU 2021-02 *Franchisors-Revenue from Contracts with Customers (Subtopic 952-606)*, the Company has determined that these pre-opening services are distinct from the franchise license and has elected to recognize pre-opening services as a single performance obligation.

The Company has determined, based on the observable prices approach, that a portion of the initial franchise fees should be recognized in the month a franchisee opens for business and the remainder of the initial franchise fees should be recognized over the 10-year life of the franchise contract, as follows:

	2023	2022
One location franchisee located inside Georgia:		
Portion of initial franchise fee revenue recognized in the month that a franchisee opens for business	73%	73%
Portion of initial franchise fee revenue recognized over the 10-year life of the franchise contract	27%	27%
One location franchisee located outside Georiga:		
Portion of initial franchise fee revenue recognized in the month that a franchisee opens for business	78%	78%
Portion of initial franchise fee revenue recognized over the 10-year life of the franchise contract	22%	22%
Additional territories opened by an existing franchisee, regardless of location:		
Portion of initial franchise fee revenue recognized in the month that a franchisee opens for business	55%	55%
Portion of initial franchise fee revenue recognized over the 10-year life of the franchise contract	45%	45%
Additional existing territories purchased via transfer by an existing franchisee:		
Portion of initial franchise fee revenue recognized in the month that a franchisee opens for business	0%	0%
Portion of initial franchise fee revenue recognized over the 10-year life of the franchise contract	100%	100%

Initial franchisee fee revenue not yet recognized is included in the contract liability on the balance sheet until earned.

Franchise royalty fees

The franchise agreement stipulates monthly royalty fees based on 6% of the gross revenue of a franchisee and obligates the Company to ongoing services, such as general business advice, and assistance with hiring and training employees, establishing prices, and administrative procedures.

The Company recognizes franchise royalty fees by applying the sales and usage-based royalties exception, estimating the sales of services by franchisees when the service is executed, net of chargebacks.

Marketing fees

The franchise agreement stipulates monthly marketing fund contributions based on 1% of the gross revenue of a franchisee and obligates the Company to ongoing marketing services, such as producing media and advertisements, maintaining the brand website, and approve franchisee marketing plans and materials.

The Company has determined that it controls how marketing fund contributions are to be spent and that marketing services are performed at the brand level and not on an individual franchisee basis, or to solicit other franchisees; accordingly, the monies collected for marketing are recognized gross as part of revenue in the same manner as franchise royalty fees are recognized and advertising and marketing expenses are recognized as incurred.

Customer Service Center fees

The franchise agreement stipulates monthly customer service center fees, once operations begin, based on the number of customers that the franchisee serves and obligates the Company to ongoing services, such as receiving inbound phone or website inquiries in signing up for service, following up on new customer inquiries, receiving complaints, and any other customer communications.

The Company waives the customer service fees for the first three months of a franchisee's operations. Accordingly, the Company has determined that the first three months of customer service fee payments reduce the initial franchise fee, and recognizes the corresponding revenue over the first three months of operations.

Reimbursed expenses

Reimbursed expenses are expenses for goods and services received by franchisees that are paid for by the Company. Franchisees are invoiced for applicable expenses after costs are incurred by the Company. Accordingly, invoiced expenses are recognized as revenue in the period earned.

Other fees

Other fees, such as replacement/additional training fees, non-compliance fees, reimbursements, late fees, insufficient funds fees, costs of collection fees, breach of territory fees, special support fees, customer complain resolutions, records audits, special evaluation fees, non-compliance cure fees, transfer fees, liquidated damages, indemnity, and prevailing party legal costs are recognized as revenue in the period earned.

Income Taxes

The Company has elected under the Internal Revenue Code to be taxed as an S corporation. Accordingly, no provision for federal and state income taxes is necessary since income, losses and credits are reported on the member's individual income tax returns.

Pursuant to ASC 740, *Income Taxes*, which provides guidance for how uncertain tax positions should be recognized, measured, presented, and disclosed in financial statements, the Company evaluates its uncertain tax provisions using the provisions of FASB ASC 450, *Contingencies*. The Company only recognizes the tax benefit from an uncertain tax position taken or to be taken if the tax position is more likely than not to be sustained upon an examination, based on the technical merits of the position. Management has analyzed all federal tax positions and those for all state jurisdictions where the Company operates. Management believes that income tax positions would be sustained upon examination and does not anticipate that any adjustments would result in a material adverse effect on the Company's financial condition, results of operations or cash flows. Accordingly, the Company has not recorded any reserves, or related accruals for interest and penalties for uncertain tax positions at December 31, 2023 and 2022.

The Company is subject to routine audits by taxing jurisdictions; however, there are currently no audits for any tax periods in progress. The Company believes it is no longer subject to income tax examinations for years prior to 2020.

Member Distributions

Member distributions are recorded when declared. Management distributions totaled $0 and $26,913 during 2023 and 2022, respectively.

Advertising

The Company expenses advertising and marketing costs as incurred. Advertising and marketing expenses charged to operations and recorded in general and administrative expenses totaled $186,293 in 2023 and $71,044 in 2022, respectively.

Management Fee

Per the Franchise Agreement, the Company provided many services for and on the behalf of its franchises during the year, such as operating the customer service center. These services are performed in space owned by the Related Party and performed by employees of the Related Party. To reflect the value of the service and space that management receives, management calculates the percentage of the Company's customers served by the customer service center and multiplies that percentage against all applicable salary, rent, and utility costs paid by the Related Party. The Company expenses the management fee as incurred. The percentage and management fee charged to operations and recorded in general and administrative expenses totaled 50%, or $230,638 during 2023, and 45%, or $184,546, during 2022.

3. PROPERTY AND EQUIPMENT

Property and equipment consists of the following at December 31, 2023 and 2022:

	2023	2022
Vehicles	$ 38,006	$ 38,006
Accumulated depreciation	(11,877)	(7,126)
	$ 26,129	$ 30,880

Depreciation totaled $4,751 in 2023 and 2022.

4. NOTE PAYABLE

In May 2021, the Company entered into an installment loan totaling $35,953. This loan carries interest at 4.79%, requires monthly principal and interest payments of $676, is secured by the purchased vehicle and matures June 2026.

A schedule of future principal payments at December 31, 2023 follows:

2024	7,366
2025	7,727
2026	3,367
Total future principal payments	$ 18,460

Interest expense related to this note totaled $1,097 for 2023.

5. REVENUE DISAGGREGATION

A summary of disaggregated revenue by type follows:

	2023	2022
Types of revenue stream:		
• Initial franchise fees, earned at closing	$ 28,972	$ 28,972
• Initial franchise fees, earned monthly over contract	12,073	18,413
• 6% royalty fees earned monthly based on gross revenue of franchisees	243,002	192,936
• 1% advertising/marketing fee earned monthly based on gross revenue of franchisees	39,595	32,125
• Customer service center fees, earned monthly based on the number of customers that the franchisee serves	189,600	161,500
• Reimbursed expenses, earned as incurred	95,684	82,453
• Other revenue from franchisees	-	4,875
• Other revenue not from franchisees	45,554	4,510
Total revenues	$ 654,480	$ 525,784
Timing of revenue recognition		
Recognized at a point in time	$ 642,407	$ 507,371
Transferred over time	12,073	18,413
Total revenues	$ 654,480	$ 525,784

A summary of revenue by geography follows:

	2023	2022
Percentage of revenue by geography:		
Georgia	69.7%	71.4%
North Carolina	19.5%	19.7%
Mississippi	6.7%	5.1%
Louisiana	4.1%	3.8%
Total percentage of revenues	100.0%	100.0%

A summary of assets and liabilities from contracts with customers follows:

	2023	2022	2021
Accounts Receivable	$ 62,288	$ 48,579	$ 73,016
Contract asset, current	18,561	17,852	16,578
Contract asset, noncurrent	111,246	120,547	125,929
Contract liability, current	10,269	10,497	15,157
Contract liability, noncurrent	60,235	51,552	59,277

6. COMMITMENTS

According to the terms of signed agreements between the Company and its franchisees, the Company is obligated to support the franchisees as outlined in the franchise agreements.

The Company has signed agreements with various franchise brokers that obligates the Company to pay certain specified amounts if a broker refers an individual that signs a franchise agreement with the Company upon the signing of the franchise agreement.

7. MEMBER EQUITY

The terms of formation of the Company were specified by a limited liability company operating agreement. Pursuant to the operating agreement, the Company is managed by a manager. The operating agreement also contains provisions that limit, generally, the liability of members to their respective capital contributions. The Company will terminate at the discretion of the member or by provision of state law.

8. RELATED PARTY TRANSACTIONS

Following is a summary of related party transactions for the years ended December 31, 2023 and 2022:

	2023	2022
Transaction description:		
Due to affiliate	$ 122,013	$ 92,223
Payments to affiliate	200,848	199,908

9. SUBSEQUENT EVENTS

Management has evaluated subsequent events through April 2, 2024, which is the date on which the financial statements were available to be issued. In general, these events are recognized in the financial statements if the conditions existed at the date of the balance sheet but are not recognized if the conditions did not exist at the balance sheet date. The Company discloses non-recognized events if required to keep the financial statements from being misleading. There were no subsequent events identified by the Company for disclosure.

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EXHIBIT G

BRAND STANDARDS MANUAL TABLE OF CONTENTS

Manual Section	**Number of Pages**
Preface & Introduction	35
Establishing My Franchise Business	37
Personnel	48
Administrative Procedures	25
Daily Procedures	45
Selling & Marketing	22
Total Number of Pages	**212**

EXHIBIT H

CURRENT AND FORMER FRANCHISEES

Current Franchisees

Names of all current franchisees (as of the end of our last fiscal year) and the address and telephone number of each of their outlets:

Company	Owner	Address	Phone	State
Southern Roots Turf Management LLC	Vince Collins	140 Denny Road Carrollton, GA 30117	404-490-6620	AL
GrassRoots Turf of West Central Georgia, LLC	Seth Johnson	980 Terry Lane Fortson, GA 31808	706-366-8040	AL
GrassRoots Turf of West Central Georgia, LLC	Seth Johnson	980 Terry Lane Fortson, GA 31808	706-366-8040	GA
DJP Turf LLC	Nicolas Palmer Megan Morris	5720 Commerce Blvd. #104 Alpharetta, GA 30004	678-595-1445	GA
DJP Turf LLC	Nicolas Palmer Megan Morris	5720 Commerce Blvd. #104 Alpharetta, GA 30004	678-595-1445	GA
RLGTURF LLC	Robert Glover	2875 Bobo Road, Suite B Dallas, GA 30132	678-836-3404	GA
GrassRoots North Georgia, Inc.	Neal Murphy	3760 Sixes Road, Suite 126-238 Canton, GA 30114	678-459-7410	GA
GrassRoots North Georgia, Inc.	Neal Murphy	3760 Sixes Road, Suite 126-238 Canton, GA 30114	678-459-7410	GA
Roof to Rooftop Enterprises, Inc.*	Bafana Moyo	2112 Deer Ridge Drive Stone Mountain, GA 30087	404-563-4692	GA
Roof to Rooftop Enterprises, Inc.*	Bafana Moyo	2112 Deer Ridge Drive Stone Mountain, GA 30087	404-563-4692	GA
See More Green LLC	Joe Edwards	3590 Lindsy Brooke Ct. Douglasville, GA 30135	770-862-4270	GA
See More Green LLC	Joe Edwards	3590 Lindsy Brooke Ct. Douglasville, GA 30135	770-862-4270	GA
R & R Green Lawn LLC	Donnie Winfield	500 Asbury Rd. Temple, GA 30179	404-473-5138	GA
GrassrootsofAthens LLC	Dallas Walker	6871 Scarlet Oak Way Flowery Branch, GA 30542	470-505-5316	GA
GrassRoots Turf of Middle Georgia LLC	Raymond Pippin III	899 Wimbledon Rd. Macon, GA 31210	478-954-3993	GA
Grassroots of South Louisiana LLC	Kevin Dinkel	17715 Crossing Blvd. Baton Rouge, LA 70810	225-921-0302	LA
Grassroots of South Louisiana LLC	Kevin Dinkel	17715 Crossing Blvd. Baton Rouge, LA 70810	225-921-0302	LA

Mississippi Turf Consulting LLC	Mitchell O'Banion	2006 Tidewater Ln. Madison, MS 39110	225-301-3002	MS
Grass Roots Charlotte, LLC*	Peter Henrikson	3551 Hwy 51 North Fort Mill, SC	262-409-5263	NC
Grass Roots Charlotte, LLC*	Peter Henrikson	3551 Hwy 51 North Fort Mill, SC	262-409-5263	NC
Grass Roots Charlotte, LLC	Peter Henrikson	3551 Hwy 51 North Fort Mill, SC	262-409-5263	NC

* Franchisee has one franchise agreement for two territories

Franchisees who had signed franchise agreements but were not yet open as of the end of our last fiscal year:

None

Former Franchisees

Name, city and state, and current business telephone number, or if unknown, the last known home telephone number of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the most recently completed fiscal year or who have not communicated with us within 10 weeks of the disclosure document issuance date:

None.

EXHIBIT I

STATE ADDENDA TO DISCLOSURE DOCUMENT

CALIFORNIA ADDENDUM TO DISCLOSURE DOCUMENT

California Corporations Code, Section 31125 requires the franchisor to give the franchisee a disclosure document, approved by the Department of Financial Protection and Innovation, prior to a solicitation of a proposed material modification of an existing franchise.

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 14 DAYS PRIOR TO EXECUTION OF AGREEMENT.

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT www.dfpi.ca.gov.

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF CALIFORNIA.

REGISTRATION OF THIS FRANCHISE OFFERING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF THE DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION.

ALL THE OWNERS OF THE FRANCHISE WILL BE REQUIRED TO EXECUTE PERSONAL GUARANTEES. THIS REQUIREMENT PLACES THE MARITAL ASSETS OF THE SPOUSES DOMICILED IN COMMUNITY PROPERTY STATES – ARIZONA, CALIFORNIA, IDAHO, LOUISIANA, NEVADA, NEW MEXICO, TEXAS, WASHINGTON AND WISCONSIN AT RISK IF YOUR FRANCHISE FAILS.

1. The following paragraph is added to the end of Item 3 of the Disclosure Document:

   Neither franchisor nor any person or franchise broker in Item 2 of this 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 that association or exchange.

2. The following paragraph is added to the end of Item 6 of the Disclosure Document:

   With respect to the Late Fee described in Item 6, this Item is amended to disclose that the maximum rate of interest permitted under California law is 10%.

3. The following paragraphs are added at the end of Item 17 of the Disclosure Document:

   The Franchise Agreement requires franchisee to sign 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 a franchise to waive compliance with any provision of that law or any rule or order thereunder is void.

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. Sec. 101 et seq.).

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.

The Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

The Franchise Agreement requires binding arbitration. The arbitration will occur in Acworth, Georgia, with the costs being borne equally by Franchisor and Franchisee. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

The Franchise Agreement requires application of the laws of Georgia. 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. See NASAA STATEMENT OF POLICY REGARDING THE USE OF FRANCHISE QUESTIONNAIRES AND ACKNOWLEDGMENTS. https://www.nasaa.org/wp-content/uploads/2022/11/sop-franchise-questionnaires.pdf.

California's Franchise Investment Law (Corporations Code sections 31512 and 31512.1) states that any provision of a franchise agreement or related document requiring the franchisee to waive specific provisions of the law is contrary to public policy and is void and unenforceable. The law also prohibits a franchisor from disclaiming or denying (i) representations it, its employees, or its agents make to you, (ii) your ability to rely on any representations it makes to you, or (iii) any violations of the law.

HAWAII ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Hawaii only, this Disclosure Document is amended as follows:

THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE, OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

Registered agent in the state authorized to receive service of process:

Commissioner of Securities
335 Merchant Street
Honolulu, Hawaii 96813

Registration of franchises or filings of offering circulars in other states. As of the date of filing of this Addendum in the State of Hawaii:

1. A franchise registration is effective or an offering circular is on file in the following states: _____

2. A proposed registration or filing is or will be shortly on file in the following states: _____

3. No states have refused, by order or otherwise to register these franchises.

4. No states have revoked or suspended the right to offer these franchises.

5. The proposed registration of these franchises has not been withdrawn in any state.

ILLINOIS ADDENDUM TO DISCLOSURE DOCUMENT

In recognition of the requirements of the Illinois Franchise Disclosure Act of 1987, as amended (the "Act"), this Disclosure Document is amended as follows:

Illinois law governs the agreements between the parties to this franchise.

Section 4 of the 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 Act provides that any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with the Act or any other law of Illinois is void.

Your rights upon termination and non-renewal of a franchise agreement are set forth in sections 19 and 20 of the Act.

By reading this disclosure document, you are not agreeing to, acknowledging, or making any representations whatsoever to the Franchisor and its affiliates.

No statement, questionnaire or acknowledgement 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 DISCLOSURE DOCUMENT

In the State of Maryland only, this Disclosure Document is amended as follows:

The following is added to Item 17:

> 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.
>
> Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.
>
> You have the right to file a lawsuit alleging a cause of action arising under the Maryland Franchise Law in any court of competent jurisdiction in the State of Maryland.
>
> The Franchise Agreement provides for termination upon bankruptcy of the franchisee. This provision may not be enforceable under federal bankruptcy law.
>
> No statement, questionnaire or acknowledgement 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.

MINNESOTA ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Minnesota only, this Disclosure Document is amended as follows:

- Minnesota Statutes, Section 80C.21 and Minnesota Rules 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside 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 Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

- With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.14, Subd. 3-5, which require (except in certain specified cases) (1) that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

- The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

- Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statues, Section 80C.12, Subd. 1(g).

- Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

- The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J. Also, a court will determine if a bond is required.

- The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5, which states "No action may be commenced pursuant to this Section more than three years after the cause of action accrues."

- Minnesota Statutes, Section 181.991 prohibit the franchisor from restricting, restraining, or prohibiting in any way a franchisee from soliciting or hiring an employee of a franchisee of the same franchisor or from soliciting or hiring an employee of the franchisor.

- No statement, questionnaire, or acknowledgement 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 with the franchise.

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

NEW YORK ADDENDUM TO DISCLOSURE DOCUMENT

In the State of New York only, this Disclosure Document is amended as follows:

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 28 LIBERTY ST. 21ST FLOOR, NEW YORK, NY 10005. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is added at the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending

action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of Item 4:

Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership.

4. The following is added to the end of Item 5:

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

5. The following is added to the end of the "Summary" sections of Item 17(c), titled "**Requirements for franchisee to renew or extend**," and Item 17(m), entitled "**Conditions for franchisor approval of transfer**":

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

6. The following language replaces the "Summary" section of Item 17(d), titled "**Termination by franchisee**":

You may terminate the agreement on any grounds available by law.

7. The following is added to the end of the "Summary" section of Item 17(j), titled "**Assignment of contract by franchisor**":

However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor's obligations under the Franchise Agreement.

8. The following is added to the end of the "Summary" sections of Item 17(v), titled "**Choice of forum**", and Item 17(w), titled "**Choice of law**": The foregoing choice of law should not be

considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

NORTH DAKOTA ADDENDUM TO DISCLOSURE DOCUMENT

In the State of North Dakota only, this Disclosure Document is amended as follows:

THE SECURITIES COMMISSIONER HAS HELD THE FOLLOWING TO BE UNFAIR, UNJUST OR INEQUITABLE TO NORTH DAKOTA FRANCHISEES (NDCC SECTION 51-19-09):

1. Restrictive Covenants: Franchise disclosure documents that disclose the existence of covenants restricting competition contrary to NDCC Section 9-08-06, without further disclosing that such covenants will be subject to the statute.

2. Situs of Arbitration Proceedings: Franchise agreements providing that the parties must agree to the arbitration of disputes at a location that is remote from the site of the franchisee's business.

3. Restrictions on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

4. Liquidated Damages and Termination Penalties: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

5. Applicable Laws: Franchise agreements that specify that they are to be governed by the laws of a state other than North Dakota.

6. Waiver of Trial by Jury: Requiring North Dakota Franchises to consent to the waiver of a trial by jury.

7. Waiver of Exemplary and Punitive Damages: Requiring North Dakota Franchisees to consent to a waiver of exemplary and punitive damage.

8. General Release: Franchise Agreements that require the franchisee to sign a general release upon renewal of the franchise agreement.

9. Limitation of Claims: Franchise Agreements that require the franchisee to consent to a limitation of claims. The statute of limitations under North Dakota law applies.

10. Enforcement of Agreement: Franchise Agreements that require the franchisee to pay all costs and expenses incurred by the franchisor in enforcing the agreement. The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney’s fees.

OHIO ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Ohio only, this Disclosure Document is amended by adding the following two cover pages to this Disclosure Document:

GRASSROOTS TURF FRANCHISE, LLC

May 14, 2025, amended as to Items 2 and 19 on August 12, 2025

READ THIS DISCLOSURE DOCUMENT CAREFULLY

The state of Ohio has not reviewed and does not approve, recommend, endorse, or sponsor this or any franchise. If you have any questions about this franchise, the information contained in this disclosure document should be reviewed with an attorney or financial advisor before you sign any agreement.

The following disclosure document contains the disclosures required by Ohio law.

RHODE ISLAND ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Rhode Island only, this Disclosure Document is amended as follows:

Item 17, summary columns for (v) and (w) are amended to add the following:

> Any provision in the franchise agreement restricting jurisdiction or venue to a forum outside Rhode Island or requiring the application of the laws of a state other than Rhode Island is void as to a claim otherwise enforceable under the Rhode Island Franchise Investment Act.

VIRGINIA ADDENDUM TO DISCLOSURE DOCUMENT

In the Commonwealth of Virginia only, this Disclosure Document is amended as follows:

The following statements are added to Item 17(h):

> Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement do not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.
>
> Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the Franchise Agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to the franchisee under the franchise, that provision may not be enforceable.

Item 17(t) is amended to read as follows:

> Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law). Any representations or promises outside of the Disclosure Document and Franchise Agreement may not be enforceable.

WASHINGTON ADDENDUM TO DISCLOSURE DOCUMENT

(See Exhibit J for Washington Addendum to Disclosure Document and Rider to Franchise Agreement)

EXHIBIT J

STATE ADDENDA TO FRANCHISE AGREEMENT

ILLINOIS RIDER TO FRANCHISE AGREEMENT

This Rider amends the Franchise Agreement dated _____ (the "Agreement"), between GrassRoots Turf Franchise, LLC, a Georgia limited liability company ("GrassRoots Franchise") and _____, a _____ _____ ("Franchisee").

1. Governing Law. Illinois law governs the Agreement.

2. Waivers Void. In conformance with Section 41 of the Illinois Franchise Disclosure Act, notwithstanding any provision of the Agreement to the contrary, any condition, stipulation, or provision purporting to bind Franchisee to waive compliance with any provision of the Illinois Act or any other law of the State of Illinois is void. This Section shall not prevent Franchisee from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any of the provisions of this Act, nor shall it prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code.

3. Jurisdiction. In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to occur outside of Illinois.

4. Termination/Non-Renewal. Franchisee's rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

5. Disclaimers. No statement, questionnaire or acknowledgement 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 behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Agreed to by:

FRANCHISOR:	FRANCHISEE:
GRASSROOTS TURF FRANCHISE, LLC	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

INDIANA RIDER TO FRANCHISE AGREEMENT

This Rider amends the Franchise Agreement dated _____ (the "Agreement"), between GrassRoots Turf Franchise, LLC, a Georgia limited liability company ("GrassRoots Franchise") and _____, a _____ _____ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement. The "Indiana Acts" means the Indiana Franchise Act and the Indiana Deceptive Franchise Practices Act.

2. Certain Provisions Modified. Any provision of the Agreement which would have any of the following effects is hereby modified to the extent required for the Agreement to be in compliance with the Indiana Acts:

(1) Requiring goods, supplies, inventories, or services to be purchased exclusively from the franchisor or sources designated by the franchisor where such goods, supplies, inventories, or services of comparable quality are available from sources other than those designated by the franchisor. However, the publication by the franchisor of a list of approved suppliers of goods, supplies, inventories, or services or the requirement that such goods, supplies, inventories, or services comply with specifications and standards prescribed by the franchisor does not constitute designation of a source nor does a reasonable right of the franchisor to disapprove a supplier constitute a designation. This subdivision does not apply to the principal goods, supplies, inventories, or services manufactured or trademarked by the franchisor.

(2) Allowing the franchisor to establish a franchisor-owned outlet engaged in a substantially identical business to that of the franchisee within the exclusive territory granted the franchisee by the franchise agreement; or, if no exclusive territory is designated, permitting the franchisor to compete unfairly with the franchisee within a reasonable area.

(3) Allowing substantial modification of the franchise agreement by the franchisor without the consent in writing of the franchisee.

(4) Allowing the franchisor to obtain money, goods, services, or any other benefit from any other person with whom the franchisee does business, on account of, or in relation to, the transaction between the franchisee and the other person, other than for compensation for services rendered by the franchisor, unless the benefit is promptly accounted for, and transmitted to the franchisee.

(5) Requiring the franchisee to prospectively assent to a release, assignment, novation, waiver, or estoppel which purports to relieve any person from liability to be imposed by the Indiana Deceptive Franchise Practices Act or requiring any controversy between the franchisee and the franchisor to be referred to any person, if referral would be binding on the franchisee. This subsection (5) does not apply to arbitration before an independent arbitrator.

(6) Allowing for an increase in prices of goods provided by the franchisor which the franchisee had ordered for private retail consumers prior to the franchisee's receipt of an official price increase notification. A sales contract signed by a private retail consumer shall constitute evidence of each order. Price changes applicable to new models of a product at the time of introduction of such new

models shall not be considered a price increase. Price increases caused by conformity to a state or federal law, or the revaluation of the United States dollar in the case of foreign-made goods, are not subject to this subsection (6).

(7) Permitting unilateral termination of the franchise if such termination is without good cause or in bad faith. Good cause within the meaning of this subsection (7) includes any material violation of the franchise agreement.

(8) Permitting the franchisor to fail to renew a franchise without good cause or in bad faith. This chapter shall not prohibit a franchise agreement from providing that the agreement is not renewable upon expiration or that the agreement is renewable if the franchisee meets certain conditions specified in the agreement.

(9) Requiring a franchisee to covenant not to compete with the franchisor for a period longer than three years or in an area greater than the exclusive area granted by the franchise agreement or, in absence of such a provision in the agreement, an area of reasonable size, upon termination of or failure to renew the franchise.

(10) Limiting litigation brought for breach of the agreement in any manner whatsoever.

(11) Requiring the franchisee to participate in any (A) advertising campaign or contest; (B) promotional campaign; (C) promotional materials; or (D) display decorations or materials; at an expense to the franchisee that is indeterminate, determined by a third party, or determined by a formula, unless the franchise agreement specifies the maximum percentage of gross monthly sales or the maximum absolute sum that the franchisee may be required to pay.

3. Effective Date. This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISOR:	FRANCHISEE:
GRASSROOTS TURF FRANCHISE, LLC	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

MARYLAND RIDER TO FRANCHISE AGREEMENT

This Rider amends the Franchise Agreement dated _____ _____ (the "Agreement"), between GrassRoots Turf Franchise, LLC, a Georgia limited liability company ("GrassRoots Franchise") and _____, a _____ _____ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement. The "Maryland Franchise Registration and Disclosure Law" means the Maryland Franchise Registration and Disclosure Law, Business Regulation Article, §14-206, Annotated Code of Maryland.

2. Releases, Estoppels and Waivers of Liability. 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.

3. Disclaimers. No statement, questionnaire or acknowledgement 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.

4. Statute of Limitations. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise.

5. Jurisdiction. Franchisee does not waive its right to file a lawsuit alleging a cause of action arising under the Maryland Franchise Registration and Disclosure Law in any court of competent jurisdiction in the State of Maryland.

Agreed to by:

FRANCHISOR:	FRANCHISEE:
GRASSROOTS TURF FRANCHISE, LLC	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

MINNESOTA RIDER TO FRANCHISE AGREEMENT

This Rider amends the Franchise Agreement dated _____ (the "Agreement"), between GrassRoots Turf Franchise, LLC, a Georgia limited liability company ("GrassRoots Franchise") and _____, a _____ _____ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement. The "Minnesota Act" means Minnesota Statutes, Sections 80C.01 to 80C.22.

2. Amendments. The Agreement is amended to comply with the following:

Minnesota Statutes, Section 80C.21 and Minnesota Rules 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside 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 Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.14, Subd. 3-5, which require (except in certain specified cases) (1) that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name. Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statues, Section 80C.12, Subd. 1(g).

Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J. Also, a court will determine if a bond is required.

The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5, and therefore the applicable provision of the Agreement is amended to state "No action may be commenced pursuant to Minnesota Statutes, Section 80C.17 more than three years after the cause of action accrues."

Under Minnesota Statutes, Section 181.991 (a) no franchisor may restrict, restrain, or prohibit in any way a franchisee from soliciting or hiring an employee of a franchisee of the same franchisor, and (b) No franchisor may restrict, restrain, or prohibit in any way a franchisee from soliciting or hiring an employee of the franchisor.

No statement, questionnaire, or acknowledgement 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 with the franchise.

3. Effective Date. This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISOR:	FRANCHISEE:
GRASSROOTS TURF FRANCHISE, LLC	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

NEW YORK RIDER TO FRANCHISE AGREEMENT

This Rider amends the Franchise Agreement dated _____ (the "Agreement"), between GrassRoots Turf Franchise, LLC, a Georgia limited liability company ("GrassRoots Franchise") and _____, a _____ _____ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement.

2. Waivers Not Required. Notwithstanding any provision of the Agreement to the contrary, Franchisee is not required to assent to a release, assignment, novation, waiver or estoppel which would relieve GrassRoots Franchise or any other person from any duty or liability imposed by New York General Business Law, Article 33 (the "New York Franchise Law").

3. Waivers of New York Law Deleted. Any condition, stipulation, or provision in the Agreement purporting to bind Franchisee to waive compliance by GrassRoots Franchise with any provision of the New York Franchise Law, or any rule promulgated thereunder, is hereby deleted.

4. Governing Law. Notwithstanding any provision of the Agreement to the contrary, the New York Franchise Law shall govern any claim arising under that law.

5. Effective Date. This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISOR:	FRANCHISEE:
GRASSROOTS TURF FRANCHISE, LLC	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

NORTH DAKOTA RIDER TO FRANCHISE AGREEMENT

This Rider amends the Franchise Agreement dated _____ (the "Agreement"), between GrassRoots Turf Franchise, LLC, a Georgia limited liability company ("GrassRoots Franchise") and _____, a _____ _____ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement.

2. Amendments. The Agreement (and any Guaranty Agreement) is amended to comply with the following:

(1) Restrictive Covenants: Every contract by which Franchisee, any Guarantor, or any other person is restrained from exercising a lawful profession, trade, or business of any kind is subject to NDCC Section 9-08-06.

(2) Situs of Arbitration Proceedings: Franchisee and any Guarantor are not required to agree to the arbitration of disputes at a location that is remote from the site of Franchisee's business.

(3) Restrictions on Forum: Franchisee and any Guarantor are not required to consent to the jurisdiction of courts outside of North Dakota.

(4) Liquidated Damages and Termination Penalties: Franchisee is not required to consent to liquidated damages or termination penalties.

(5) Applicable Laws: The Agreement (and any Guaranty Agreement) is governed by the laws of the State of North Dakota.

(6) Waiver of Trial by Jury: Franchisee and any Guarantor do not waive a trial by jury.

(7) Waiver of Exemplary and Punitive Damages: The parties do not waive exemplary and punitive damages.

(8) General Release: Franchisee and any Guarantor are not required to sign a general release upon renewal of the Agreement.

(9) Limitation of Claims: Franchisee is not required to consent to a limitation of claims. The statute of limitations under North Dakota law applies.

(10) Enforcement of Agreement: The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

3. Effective Date. This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISOR:	FRANCHISEE:
GRASSROOTS TURF FRANCHISE, LLC	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

OHIO RIDER TO FRANCHISE AGREEMENT

This Rider amends the Franchise Agreement dated _____ (the "Agreement"), between GrassRoots Turf Franchise, LLC, a Georgia limited liability company ("GrassRoots Franchise") and _____, a _____ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement. The "BOPA" means the Ohio Business Opportunity Act, codified in Revised Code of Ohio, Title XIII, Chapter 1334.

2. Applicability of BOPA. Franchisee acknowledges that GrassRoots Franchise is providing this Rider out of an abundance of caution, and that neither the execution of this Rider nor any other act of GrassRoots Franchise constitutes an intent that BOPA apply to the transaction between GrassRoots Franchise and Franchisee or an admission by GrassRoots Franchise that the transaction fails to comply in any material respects with the trade regulation rule of the federal trade commission, "disclosure requirements and prohibitions concerning franchising," 16 C.F.R. 436.1 et seq.

3. No Delivery of Goods or Services during Cancellation Period. GrassRoots Franchise will not commence delivery of any goods or provide any services during the time within which Franchisee may cancel the Agreement as provided in Section 5 below.

4. Jurisdiction and Venue. In connection with the sale of the franchise, any provision in the Agreement restricting jurisdiction or venue to a forum outside of Ohio, or requiring the application of laws of another state, is void with respect to a claim otherwise enforceable under Sections 1334.01 to 1334.15 of the BOPA.

5. Cancellation. You, the franchisee, may cancel the transaction at any time prior to midnight of the fifth business day after the date you sign this Agreement. See the attached notice of cancellation for an explanation of this right.

6. Agent for Service of Process. The name and address of GrassRoots Franchise's agent authorized to receive service of process in Ohio is [_____].

Agreed to by:

FRANCHISOR:	FRANCHISEE:
GRASSROOTS TURF FRANCHISE, LLC	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

OHIO
NOTICE OF CANCELLATION

[*Insert Date Agreement Signed by FRANCHISEE*]

You may cancel this transaction, without penalty or obligation, within five business days from the above date. If you cancel, any payments made by you under the Agreement, and any negotiable instrument executed by you will be returned within ten business days following GrassRoots Turf Franchise LLC's receipt of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to GrassRoots Franchise at your business address all goods delivered to you under this agreement; or you may if you wish, comply with the instructions of GrassRoots Franchise regarding the return shipment of the goods at GrassRoots Franchise's expense and risk. If you do make the goods available to GrassRoots Franchise and GrassRoots Franchise does not pick them up within twenty days of the date of your notice of cancellation, you may retain or dispose of them without further obligation. If you fail to make the goods available to GrassRoots Franchise, or if you agree to return them to GrassRoots Franchise and fail to do so, then you remain liable for the performance of all obligations under the Agreement. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to GrassRoots Franchise, at GrassRoots Franchise, or send a fax to GrassRoots Franchise at [*Insert facsimile number*] or an e-mail to GrassRoots Franchise at JWise@GrassRootsTurf.com, not later than midnight of [*Insert date that is five business days after the date above*].

I hereby cancel this transaction.

FRANCHISEE:

_____

By: _____
Name: _____
Title: _____
Date: _____

RHODE ISLAND RIDER TO FRANCHISE AGREEMENT

This Rider amends the Franchise Agreement dated _____ (the "Agreement"), between GrassRoots Turf Franchise, LLC, a Georgia limited liability company ("GrassRoots Franchise") and _____, a _____ _____ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement.

2. Jurisdiction and Venue. Any provision of the Agreement restricting jurisdiction or venue to a forum outside the State of Rhode Island or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under Rhode Island Franchise Investment Act.

3. Effective Date. This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISOR:	FRANCHISEE:
GRASSROOTS TURF FRANCHISE, LLC	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

WASHINGTON ADDENDUM TO DISCLOSURE DOCUMENT
AND
RIDER TO FRANCHISE AGREEMENT

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.

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.

Agreed to by:

FRANCHISOR:	FRANCHISEE:
GRASSROOTS TURF FRANCHISE, LLC	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT K

EFT AUTHORIZATION FORM

Bank Name: _____
ABA#: _____
Acct. #: _____
Acct. Name: _____

Effective as of the date of the signature below, _____ ("Franchisee") hereby authorizes GrassRoots Turf Franchise, LLC ("Franchisor") or its designee to withdraw funds from the above-referenced bank account, electronically or otherwise, to make the following payments to Franchisor under the franchise agreement (the "Franchise Agreement") between Franchisor and Franchisee: (1) all Royalty Fees; (2) all Brand Fund Contributions; (3) all other fees authorized under the Franchise Agreement; and (4) any amounts charged by Franchisor or its affiliates in connection with equipment, inventory, supplies, and/or services that Franchisee purchases from Franchisor or its affiliates, as and when such amounts become due and owing to Franchisor and/or its affiliates. Franchisee acknowledges that Royalty Fees, Brand Fund Contributions, and all other fees may be collected by Franchisor in the manner provided for in the Franchise Agreement. The parties further agree that all capitalized terms not specifically defined herein will be given the same definition as set forth in the Franchise Agreement.

Such withdrawals shall occur on a monthly basis, or on such other schedule as Franchisor shall specify in writing. This authorization shall remain in force and effect until terminated in writing by Franchisor. Franchisee shall provide Franchisor, in conjunction with this authorization, a voided check from the above-referenced account.

Agreed to by:

FRANCHISEE:

_____

By: _____
Name: _____
Title: _____
Date: _____

PLEASE ATTACH A VOIDED BLANK CHECK FOR PURPOSES OF SETTING UP BANK AND TRANSIT NUMBERS

EXHIBIT L

CONFIDENTIALITY AND NONCOMPETE AGREEMENT

This Confidentiality and Noncompete Agreement (this "Agreement") is made as of the date signed by below by _____, a resident of _____ ("Recipient"), in favor of GrassRoots Turf Franchise, LLC, a Georgia limited liability company, and its affiliates (collectively, "GrassRoots Franchise").

Background Statement. Recipient desires to evaluate a potential opportunity to enter into a franchise agreement with GrassRoots Franchise (the "Proposed Opportunity") for a GrassRoots Turf franchise. To induce GrassRoots Franchise to disclose confidential information to Recipient, Recipient agrees as follows:

1. Confidentiality. "Confidential Information" means all non-public data information of or about GrassRoots Franchise or its franchise system, including without limitation, trade secrets, and all non-public plans, data, financial information, processes, vendor pricing, supply systems, marketing systems, formulas, techniques, designs, layouts, operating procedures, customer data, information, and know-how. Recipient shall (i) hold all Confidential Information in strict confidence and not disclose it to any person or entity; and (ii) not use Confidential Information for the purpose developing or operating a business similar to a GrassRoots Turf or competing against GrassRoots Franchise or any of its franchisees or for any other purpose. The obligations of Recipient shall remain in force indefinitely or at least until such time as Recipient enters into a franchise agreement with GrassRoots Franchise (in which case such franchise agreement shall supersede the terms of this agreement).

2. Noncompete. Recipient shall not directly or indirectly have any ownership interest in, lend money or provide financial assistance to, develop, or invest in, own, acquire, advise, or be employed by a Competitor anywhere in the United States for a period of three years from the date of this Agreement. For purposes of this agreement, "Competitor" is a business, other than a GrassRoots Franchise business, means any business which offers lawn care and/or weed and mosquito spray services.

3. Notice. Recipient shall promptly notify GrassRoots Franchise in writing of any loss or unauthorized disclosure of any Confidential Information. If Recipient is requested or required to disclose any Confidential Information due to a lawsuit or similar action, Recipient shall promptly notify GrassRoots Franchise. Upon the request of GrassRoots Franchise, or upon termination of the Proposed Opportunity (whichever occurs first), Recipient shall promptly deliver to GrassRoots Franchise all documents and electronic files containing or constituting Confidential Information, without retaining any copies.

4. Disclaimer. GrassRoots Franchise makes no promise regarding its future business relationship with Recipient, and nothing herein obligates GrassRoots Franchise to enter into a franchise agreement with Recipient.

5. Dispute Resolution.

(a) The laws of the state of Georgia (without giving effect to its principles of conflicts of law) govern all adversarial proceedings between the parties. The parties agree that any Georgia law for the protection of franchisees or business opportunity purchasers will not apply unless its jurisdictional requirements are met independently without reference to this Section 5.

(b) Unless Recipient and GrassRoots Franchise enter into a franchise agreement—in which case the Dispute Resolution provisions of such franchise agreement will govern this Agreement—for any legal proceeding between the parties the parties, Recipient and GrassRoots Franchise agree that such proceeding will be brought in the United States District Court where GrassRoots Franchise's headquarters is then located. If there is no federal jurisdiction over the dispute, the parties agree that any such legal proceeding will be brought in the court of record of the state and county where GrassRoots Franchise's headquarters is then located. Each party consents to the jurisdiction of such courts and waives any objection that it, he or she may have to the laying of venue of any proceeding in any of these courts.

6. Miscellaneous. This Agreement contains the entire agreement of the parties related to the subject matter hereof, provided that nothing contained herein shall be deemed to waive, supersede, or otherwise modify any other confidentiality or non-compete obligations of Recipient. GrassRoots Franchise shall be entitled to specific performance and injunctive relief as remedies for any breach of this Agreement, in addition to all other remedies available at law or in equity. If any provision of this Agreement is invalid, void or unenforceable, the remaining provisions will continue in full force. No modification or release hereunder shall be effective except by means of a written instrument executed by the parties hereto.

Agreed to by:

RECIPIENT:

_____

Name: _____

Date: _____

STATE EFFECTIVE DATES

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the states, 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

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.

RECEIPT

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 GrassRoots Turf Franchise, LLC 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, the franchisor or an affiliate in connection with the proposed franchise sale. New York requires that you be given this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of any franchise or other agreement, or payment of any consideration that relates to the franchise relationship.

If GrassRoots Turf Franchise, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and any applicable state agency (which are listed in Exhibit A).

The name, principal business address, and telephone number of each franchise seller offering the franchise is:

Name	Principal Business Address	Telephone Number
Josh Wise	100 Holt Drive, Acworth GA 30101	770-917-8200

Issuance Date: May 14, 2025, amended as to Items 2 and 19 on August 12, 2025

I received a disclosure document dated May 14, 2025, amended as to Items 2 and 19 on August 12, 2025, that included the following Exhibits:

A. State Administrators and Agents for Service of Process
B. Franchise Agreement (with Guaranty and Non-Compete Agreement)
C. Customer Service Center Agreement
D. Rider to Lease Agreement
E. Form of General Release
F. Financial Statements
G. Brand Standards Manual Table of Contents
H. Current and Former Franchisees
I. State Addenda to Disclosure Document
J. State Addenda to Franchise Agreement

Signature: _____
Print Name: _____
Date Received: _____

Keep This Copy for Your Records

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I. State Addenda to Disclosure Document
J. State Addenda to Franchise Agreement

Signature: _____
Print Name: _____
Date Received: _____

Return this copy to us:
GrassRoots Turf Franchise, LLC -- 100 Holt Drive, Acworth, Georgia 30101